



Since 1967  
**Reedy Creek**  
IMPROVEMENT DISTRICT

# BOARD OF SUPERVISORS

October 3, 2022  
4:30 p.m.

# **AGENDA**

## **Board of Supervisors**

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

**September 28, 2022  
Rescheduled to October 3,  
2022 due to Hurricane Ian**

**4:30 p.m.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SAFETY MINUTE
4. APPROVAL OF MINUTES
  - A. Minutes of the September 14, 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. Release of Existing Easement
- B. Gas Supply Call Option Confirmation Agreement – GS (Gas South, Inc.)
- C. Building Permit Fee Schedule

7. REGULAR AGENDA

- A. RCID Resolution No. 636 – Authorizing Letter of Credit

8. PUBLIC HEARINGS

- A. To consider Board approval of proposed millage and proposed budget rate for the Reedy Creek Improvement District for Fiscal Year 2023. **(EXHIBIT E)**
- B. To consider Board approval of Proposed Budget for the Reedy Creek Improvement District Utilities Division for Fiscal Year 2023.

9. OTHER BUSINESS

- A. RCES Proposed Labor Services Agreement

10. 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 Sep 16, 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 17 day of September, 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 September 28 th at 4:30 p.m., or as soon thereafter as practicable, the Board of Supervisors of the Reedy Creek Improvement District will meet in regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time, they will consider such business as may properly come before them.

BY: Tina Graham, Clerk  
Reedy Creek Improvement District  
08/16/2022 7264572

7264572

## MINUTES OF MEETING

Board of Supervisors

Reedy Creek Improvement District

*September 14, 2022*

5:05 p.m.

President Hames called the regular meeting of the Reedy Creek Improvement District Board of Supervisors to order at 5:06 p.m. on Wednesday, September 14, 2022 at the Administrative Offices of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida.

Those present were President Larry Hames, Max Brito, Jane Adams, Leila Jammal and Don Greer constituting a quorum of the Board of Supervisors. Others in attendance included; John Classe, District Administrator; Tina Graham, District Clerk; Tracy Borden, Assistant Clerk, and Ryan Conrad, Administration; Chris Quinn, Heidi Powell, and Susan Higginbotham, Finance; Ron Zupa, Technology Services; Kerry Satterwhite, Facilities; Katherine Luetzow, Planning & Engineering; Ed Milgrim and Ilana Perras, Milgrim Law Group; Mark Swanson, RCES Finance; and Richard Bilbao, Orlando Business Journal. Participating via teleconference was Wendy Duncan, Environmental Sciences.

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

### **SAFETY MINUTE**

Mr. Classe went over the emergency exits and the AED location. He asked everyone to be safe on their drive home due to the inclement weather.

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

### **PUBLIC HEARING**

President Hames then called a Public Hearing to order at 5:07 p.m. for the review and approval of the tentative millage rate and tentative budget for the Reedy Creek Improvement District (RCID) for Fiscal Year 2023. Ms. Higginbotham advised that FY2023 assessed values are \$13.4B, an increase of 8%. Ms. Higginbotham advised that overall millage rate increased to 13.9000 from 13.5741 mills. Ms. Higginbotham reported that revenues total \$183M. Ms. Higginbotham advised that annual Labor expense is increasing in FY23 by \$2.8M for a total of \$56.3M. Included in this increase is Merit and Contractual increases, additional headcount of 14 employees as the workload is returning to pre covid levels, and an anticipated increase from Cigna our health insurance provider. Ms. Higginbotham advised that FY23 Roadway Planned Work total budget is \$16M,

Drainage planned work is \$1.9M and Building planned work is \$2.1M. Capital Outlay budget is \$7.9M, which includes Fire Department equipment and updates at the Environmental Sciences Department. Ms. Higginbotham stated that the budget for debt service is \$58M and the total expenditures is budgeted to be \$188.3M. Ms. Higginbotham advised that savings in FY22 gives us a beginning balance of \$30.5M budgeted for a use of fund balance of \$5.3, with ending fund balance of \$25.1M. Ms. Higginbotham requested the Board to approve a \$1M addition to the Committed to property appraiser settlements balance. Ms. Higginbotham advised that we are asking the BOS to approve a tentative millage rate of 13.9000 and a tentative Operating Budget for FY23 and the final approval will take place at the September 28th Public Hearing. President Hames asked if there were any public comments on the request for approval of the tentative millage rate and there were none. Upon motion by Ms. Adams and duly seconded, the Board unanimously approved this request. President Hames asked if there were any public comments on the request for approval of the tentative budget for RCID for FY2023 and there were none. Upon motion by Mr. Brito and duly seconded, the Board approved this request. **(EXHIBIT A)**

Mr. Mark Swanson addressed the Utility budget for FY2023. Mr. Swanson advised that there has not been any changes since the August presentation. Mr. Swanson reported that Labor Support has increased now that employment positions that were previously on a hiring freeze due to Covid are being filled. Mr. Swanson advised that there has been an increase in utility rates mostly due to the rise of natural gas prices. Mr. Swanson advised that FY23 utility budget costs are increasing by \$29.3M or 17.7% to the FY22 budget costs. Also, combined revenue and interest are increasing by \$29.3M or 17.6% from the FY22 plan, which is matching the operating expense increase. The increase is the result of a 13% combined average rate increase and a 4% greater consumption volume across all utilities. Mr. Swanson advised that FY23 proposed electric rates are 18.4% higher than the current rates; FY23 proposed natural gas rates are 12.5% higher than the current rate and continue to be lower than other local utility gas providers; FY23 proposed water and sewer combined rates are slightly lower than the current rate and continue to be lower than other local water and sewer utility providers.; and FY23 proposed solid waste rates are 8.2% higher than the current rate and continue to be lower than other local solid waste utility providers. Mr. Swanson advised that our primary customers are aware and expecting the increases. President Hames asked if there were any public comments on the request for approval of the tentative budget for RCID Utilities for FY2023 and there were none. Upon motion by Ms. Jammal and duly seconded, the Board approved this request. **(EXHIBIT B)**

Mr. Swanson announced to the BOS that they have a copy of the advertisement for the proposed utility rates. Mr. Swanson requested consideration of request for Board consideration and adoption of proposed rates for electric for customers served by the Reedy Creek Improvement District effective for the first meter reading after September 20, 2022. 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.

President Hames then closed the public hearing for the Reedy Creek Improvement District tentative budget/millage and for the Reedy Creek Improvement District Utility rates and budget for FY 2023 at 5:24 p.m.

### **OTHER BUSINESS**

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

Mr. Classe announced that each BOS member has a copy of a tentative Public Meeting Rules of Procedure and Instructions that the District is working on. He requested for the BOS to review and reply with any comments or changes they may have. The final document will be presented at the next BOS meeting for approval. Mr. Classe advised that the District is already following most of the procedures and has added some additions.

Mr. Classe advised that the next BOS meeting will take place on September 28<sup>th</sup> at 4:30 p.m. and asked that all BOS members be present in-person.

Mr. Classe then gave his Final Thought from George Bernard Shaw, Irish playwright, critic, political activist, 1856-1950, ***“People who say it cannot be done should not interrupt those who are doing it.”***

There being no further business to come before the Board, the meeting was adjourned.

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Laurence 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



To: John Classe  
 From: Christine Ferraro  
 Subject: August - Monthly Utilities Report

Date: September 28, 2022  
 Extension: (407) 824-4121

**Electric and Natural Gas Purchases and Sales**

August 2022: Megawatt hour loads were on plan for the month, the peak load for the month was approximately .1% above plan levels. Average temperatures for August 2022 were 1.1% lower when compared to the same month in 2021 and .9% lower when compared to the average temperatures experienced in 2020. Total cost per megawatt hour (\$/MWh) for the month was approximately 19.5% above budgeted levels equating to approximately \$1.4M of net electric cost increase to plan. The higher electric costs were driven primarily by volatile natural gas costs driving higher costs for market based purchases and Duke RCF contract purchases. However, some of the electric cost impacts were mitigated by electric sales better than forecasted, transmission costs lower than budgeted, lower natural gas costs resulting from RCID’s hedging program, and natural gas capacity refunds resulting from the 2021 FGT Rate Case.

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

August 2022: Natural gas commodity prices were approximately 36% above budgeted levels, with volumes approximately 8% lower than budgeted levels. The natural gas commodity costs were impacted primarily by market volatility and the price paid for unhedged gas volumes. Total natural gas cost per MMBtu (\$/MMBtu) for the month was approximately 9.5% higher than budget levels due to increased commodity costs driven by market volatility somewhat offset by fixed capacity costs refunds resulting from a filed FGT pipeline rate case. Gross natural gas costs were approximately \$3K over budget driven primarily by higher gas commodity costs than budgeted and lower FGT capacity based on the 2021 rate settlement. RCID’s natural gas price hedging program continues to provide price risk mitigation that helps to cap market exposure on gas commodity prices. Commodity price volatility in the gas market is expected to continue through Qtr4 2022.

**Water Resources**

Aug-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	453.2	14.6	518.4	16.7	65.3	2.1	14.4%
Wastewater Generation	388.5	12.5	463.8	15.0	75.3	2.4	19.4%
Reclaimed Water Usage	153.4	4.9	140.5	4.5	-12.9	-0.4	-8.4%
Wastewater Contribution from OCU	41.8	1.2	75.1	2.1	33.3	1.0	79.6%
Rainfall measured at RCID WWTP (in)	5.8		16.5		10.7		186.8%

## Solid Waste Operations

	August				Reference
	2021	2022	Difference	% Difference	August 2019
Class I Waste Collected by RCES	4352	5348	996	23%	6027
Class III Waste Collected by RCES	263	230	-33	-13%	302
Offsite Landfill	5039	6263	1224	24%	6236
Food Waste	979	1365	386	39%	1638
Class I Recycle	1116	1712	596	53%	1367
Green Waste	1713	1875	162	9%	2298
C&D Collected	1594	1507	-87	-5%	3648
Manure	360	351	-9	-3%	326

\* All Data in Tons

**REEDY CREEK IMPROVEMENT DISTRICT  
MONTHLY INTERCHANGE REPORT  
Aug-22**

chk'd INITIAL	CO.	Gross MWH	Duke Energy Imbalance	FPL LOSS	FPC LOSS	TEC LOSS	NET MWH	MWs from Indirect Delivery Point	ECONOMY COST	FIRM COST	TOTAL \$/ MWH	Rec'd inv INITIAL
=												=
CO	Constellation Energy Generation	1,670	0	0	0	0	1,670		\$124,600.00		\$ 74.61	CO 09-01-22
CO	Citrus Ridge Solar	5,755.5	0	0	0	0	5,756			\$223,083.18	\$ 38.76	CO 09-06-22
CO	Duke-RC	3,340	0	0	0	0	3,340		\$230,000.00		\$ 68.86	CO 09-01-22
CO	Duke-RC Franklin	56,051	0	0	0	0	56,051			\$5,267,653.23	\$ 93.98	CO 09-07-22
	Duke-RC Franklin Settlement #1		----	----	----	----				(\$714,151.61)		BP CO 09-02-22
	Duke-RC Franklin Settlement #2		----	----	----	----				(\$128,240.55)		Morgan Stanley CO 09-02-22
	Duke-RC Franklin Settlement #3		----	----	----	----				\$0.00		Cargill CO 09-02-22
	Duke-RC Franklin Settlement #4		----	----	----	----				(\$1,139,286.53)		JP Morgan CO 09-02-22
	Duke-RC Franklin Settlement #5		----	----	----	----				\$0.00		Citi Bank CO 09-02-22
	Duke-RC Franklin Settlement #6		----	----	----	----						
CO	Duke-Solar	719	0	0	0	0	719			\$49,583.33		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 09-2-22
	POU-RC	0	0	0	0	0	0		\$0.00		#DIV/0!	
CO	REM-RC	4,501	0	0	0	0	4,501		\$306,535.00		\$ 68.10	CO 09-02-22
CO	TYR Energy	5,164	0	0	0	0	5,164		\$350,168.00		\$ 67.81	CO 09-02-22
CO	TAL-RC	3,095	0	0	0	0	3,095		\$220,370.00		\$ 71.20	
CO	TEA-RC	1,640	0	0	0	0	1,640		\$102,360.00		\$ 62.41	CO 09-07-22
	TEC- RC Market Base	0	0	0	0	0	0		\$0.00		#DIV/0!	
	Duke FIRM T&D		----	----	----	----				\$816,528.68		CO 09-08-22
	Duke Energy Imbalance	-562					-562		\$18,527.70			CO 09-08-22
=====												
	PURCHASES	120805	0	0	0	0	120,805	0	\$1,352,560.70		\$4,526,982.93	
=====												
INITIAL	CO.	MWH	Losses to Duke LOSS	FPL LOSS	SEC LOSS	TEC LOSS	NET MWH	MWs to Indirect Delivery Point	ECONOMY COST	FIRM COST	TOTAL \$/ MWH	INITIAL
=												=
CO	RC-POU J	1050	0	0	0	0	1050		\$97,125.00		\$92.50	CO 09-07-22
	RC-TEA J	0	0	0	0	0	0		\$0.00		#DIV/0!	
=====												
	TOTAL SALES	1050	0	0	0	0	1050		\$97,125.00		\$0.00	\$92.50
=====												
	TOTAL	119755	0	0	0	0	119755		\$1,255,435.70		\$4,526,982.93	
=====												
	NEL Including EPCOT Diesels and CoGen	119757										

AVG \$ / MWH

\$48.29

TOTAL ECONOMY AND FIRM COST

\$5,782,418.63

Month	NEL	Peak	Time	Day
Aug-22	0.0	190.3	17:00	08/25/2022

COGEN GENERATION	
GT MONTHLY	0.00
ST MONTHLY	0.00
GT & ST MONTHLY	0.0
ECEP GENERATION	
ECEP #1 MONTHLY	1.69
ECEP #2 MONTHLY	0.00
ECEP #1 & #2 MONTHLY	1.69
TOTAL GENERATION	1.69

**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
<b>Oct-21</b>						
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>
<b>Nov-21</b>						
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>
<b>Dec-21</b>						
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>
<b>Jan-22</b>						
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>
<b>Feb-22</b>						
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>
<b>Mar-22</b>						
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>
<b>Apr-22</b>						
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	\$13,618.56			
<b>Total April 2022</b>				<b>\$51,040.00</b>	<b>\$859,200.00</b>	<b>\$138,500.16</b>
<b>May-22</b>						
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	\$24,591.90			
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>Jun-22</b>						
City of Tallahassee	\$0.00	\$154,240.00	\$16,139.20			
Duke Energy Florida	\$0.00	\$216,805.00	\$24,728.50			
Constellation Energy Generation	\$0.00	\$25,760.00	\$2,888.00			
Florida Power & Light Company	\$0.00	\$76,800.00	\$6,528.00			
Orlando Utilities Commission	\$103,190.00	\$0.00	\$24,664.50			
Rainbow Energy Marketing	\$0.00	\$121,339.00	\$11,711.21			
The Energy Authority	\$178,875.00	\$0.00	\$38,637.00			
TYR Energy	\$0.00	\$9,164.00	\$1,591.06			
<b>Total June 2022</b>				<b>\$282,065.00</b>	<b>\$604,108.00</b>	<b>\$126,887.47</b>
<b>Jul-22</b>						
City of Tallahassee	\$0.00	\$316,704.00	\$35,381.06			
Duke Energy Florida	\$0.00	\$7,650.00	\$1,117.80			
Constellation Energy Generation	\$0.00	\$236,160.00	\$24,860.16			
Orlando Utilities Commission	\$396,830.00	\$0.00	\$65,706.40			
Rainbow Energy Marketing	\$0.00	\$75,648.00	\$14,152.48			
The Energy Authority	\$0.00	\$17,280.00	\$2,680.80			
<b>Total July 2022</b>				<b>\$396,830.00</b>	<b>\$653,442.00</b>	<b>\$143,898.70</b>
<b>Aug-22</b>						
City of Tallahassee	\$0.00	\$220,370.00	\$20,303.20			
Duke Energy Florida	\$0.00	\$230,000.00	\$23,547.00			
Constellation Energy Generation	\$0.00	\$124,600.00	\$13,343.30			
Orlando Utilities Commission	\$97,125.00	\$0.00	\$15,310.68			
Rainbow Energy Marketing	\$0.00	\$306,535.00	\$33,892.53			
The Energy Authority	\$0.00	\$102,360.00	\$19,335.60			
TYR Energy	\$0.00	\$350,168.00	\$42,654.64			
<b>Total August 2022</b>				<b>\$97,125.00</b>	<b>\$1,334,033.00</b>	<b>\$168,386.95</b>
<b>FY2022 to Date Total</b>	<b>\$1,738,449.84</b>	<b>\$7,518,278.50</b>	<b>\$1,363,033.86</b>	<b>\$1,738,449.84</b>	<b>\$7,518,278.50</b>	<b>\$1,363,033.86</b>

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

Profit  
14.72%

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

<b>Company</b>	<b>MMBTU's</b>	<b>\$/ MMBTU's</b>	<b>Monthly Purchase Subtotal</b>	<b>Monthly Sales Subtotal</b>	<b>Net Monthly Sales and Purchases Subtotal</b>	<b>Monthly Budgeted MMBTU's</b>	<b>Budgeted \$/ MMBTU's</b>	<b>Monthly Budgeted Subtotal</b>
<b>Oct-21</b>								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$1,020,249.19)	\$0.00	(\$1,020,249.19)	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>\$3.45</b>	<b>\$1,475,125.32</b>	<b>\$0.00</b>	<b>\$1,475,125.32</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			(\$1,409,414.58)	\$0.00	(\$1,409,414.58)	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>\$3.11</b>	<b>\$1,433,887.06</b>	<b>\$0.00</b>	<b>\$1,433,887.06</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			(\$1,152,853.52)	\$0.00	(\$1,152,853.52)	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>\$2.94</b>	<b>\$1,388,738.62</b>	<b>\$0.00</b>	<b>\$1,388,738.62</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			(\$560,474.56)	\$0.00	(\$560,474.56)	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			
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>\$3.11</b>	<b>\$1,578,556.72</b>	<b>\$0.00</b>	<b>\$1,578,556.72</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			(\$1,413,070.77)	\$0.00	(\$1,413,070.77)	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>\$2.99</b>	<b>\$1,325,611.02</b>	<b>\$0.00</b>	<b>\$1,325,611.02</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			(\$385,388.60)	\$0.00	(\$385,388.60)	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>\$3.95</b>	<b>\$1,870,024.81</b>	<b>\$0.00</b>	<b>\$1,870,024.81</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			(\$1,035,336.87)	\$0.00	(\$1,035,336.87)	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>\$3.15</b>	<b>\$1,405,099.88</b>	<b>\$0.00</b>	<b>\$1,405,099.88</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			(\$1,781,818.07)	\$0.00	(\$1,781,818.07)	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 - TAL	385		\$3,162.28	\$0.00	\$3,162.28			
FGT Usage			\$23,536.16	\$0.00	\$23,536.16			
<b>Total May 2022</b>	<b>438,263</b>	<b>\$3.34</b>	<b>\$1,463,040.09</b>	<b>\$0.00</b>	<b>\$1,463,040.09</b>	<b>436,754</b>	<b>\$2.90</b>	<b>\$1,266,951.01</b>
<b>Jun-22</b>								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$2,368,588.23)	\$0.00	(\$2,368,588.23)	418,529		\$1,210,907.77
FGU	153,535		\$1,363,113.73	\$0.00	\$1,363,113.73			
Gas South	30,166		\$263,274.40	\$0.00	\$263,274.40			
Mercuria	150,864		\$1,351,888.04	(\$4,356.33)	\$1,347,531.71			
Radiate	88,965		\$802,784.01	(\$12,323.74)	\$790,460.27			
Bookout - TAL	206		\$1,573.32	\$0.00	\$1,573.32			
FGT Usage			\$22,322.67	\$0.00	\$22,322.67			
<b>Total June 2022</b>	<b>423,736</b>	<b>\$3.35</b>	<b>\$1,436,367.93</b>	<b>(\$16,680.07)</b>	<b>\$1,419,687.86</b>	<b>418,529</b>	<b>\$2.89</b>	<b>\$1,210,907.77</b>
<b>Jul-22</b>								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$1,481,603.07)	\$0.00	(\$1,481,603.07)	460,622		\$1,359,649.34
FGU	155,612		\$1,014,745.85	(\$21,080.00)	\$993,665.85			
Gas South	266,804		\$2,028,754.62	\$0.00	\$2,028,754.62			
Radiate	8,889		\$101,877.00	\$0.00	\$101,877.00			
Bookout - PGS	(3,782)		(\$33,808.64)	\$0.00	(\$33,808.64)			
FGT Usage			\$22,881.78	\$0.00	\$22,881.78			
<b>Total July 2022</b>	<b>427,523</b>	<b>\$3.82</b>	<b>\$1,652,847.55</b>	<b>(\$21,080.00)</b>	<b>\$1,631,767.55</b>	<b>460,622</b>	<b>\$2.95</b>	<b>\$1,359,649.34</b>
<b>Aug-22</b>								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$2,284,638.01)	\$0.00	(\$2,284,638.01)	439,196		\$1,283,451.27
Conoco Phillips	16,926		\$168,329.07	\$0.00	\$168,329.07			
FGU	158,378		\$1,371,086.91	(\$11.34)	\$1,371,075.57			
Gas South	95,642		\$1,158,551.86	\$0.00	\$1,158,551.86			
TENASKA	158,379		\$1,423,351.98	\$0.00	\$1,423,351.98			
Bookout - FGU	(5,097)		(\$46,960.02)	\$0.00	(\$46,960.02)			
FGT Usage			\$23,675.03	\$0.00	\$23,675.03			
<b>Total August 2022</b>	<b>424,228</b>	<b>\$4.27</b>	<b>\$1,813,396.81</b>	<b>(\$11.34)</b>	<b>\$1,813,385.47</b>	<b>439,196</b>	<b>\$2.92</b>	<b>\$1,283,451.27</b>
<b>FY2022 to Date Total</b>	<b>4,944,225</b>	<b>\$3.40</b>	<b>\$16,842,695.81</b>	<b>(\$37,771.41)</b>	<b>\$16,804,924.40</b>	<b>5,281,140</b>	<b>\$2.98</b>	<b>\$15,741,618.85</b>
Volume Variance % (mmbtu)		-6.4%						
Volume Variance \$(000)		(\$1,004,252)						
Rate Variance \$(000)		\$2,067,557						
Total System Variance YTD		\$1,063,306						
Check		\$1,063,306						
		37,771.41						





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: 21223782 Invoice Date: 07/28/2022 Contract No: 20368 Due By: 08/03/2022  <b>BP Energy Company</b> <b>JPMorgan Chase Bank</b> Columbus, OH 021000021 9102548097

Aug 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	BP Pays				Customer Pays			BP Receives/ (Pays)	
								Index/ Fixed	Price	Basis	Net	Index/ Fixed	Price	Basis		Net
NG-FP-SWAP	878220	01/11/2018	01	31	S	23,126	MMBTU	NG_NYMEX(NYM 1d)	8.6870	0.0000	8.6870	Fixed Price	2.8900	0.0000	2.8900	\$(134,061.42)
NG-FP-SWAP	998650	04/25/2018	01	31	S	23,436	MMBTU	NG_NYMEX(NYM 1d)	8.6870	0.0000	8.6870	Fixed Price	2.7950	0.0000	2.7950	\$(138,084.91)
<b>Total Swap and Options Amount Due BP (Customer):</b>															USD \$(272,146.33)	

Approved by Ray M Crooks on July 29, 2022

RCID to Receive \$272,146.33 on August 3, 2022

r = revised from previous invoice

Direct inquires to NAGPFS1@bp.com

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



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

Email: [crm\\_hp\\_operations@cargill.com](mailto:crm_hp_operations@cargill.com)  
 Fax: 952 249-4054

**Settlement Invoice**

**Reedy Creek Improvement District**

Invoice Date: 28-Jul-22  
 Invoice Nbr: 2442269  
 Cash Settlement Date: 03-Aug-22  
 Currency: USD

TRANSACTION DATE	REFERENCE UNDERLYING	CONTRACT QUANTITY	SETTLED QUANTITY	TRANSACTION TYPE	FLOATING PRICE	FIXED/STRIKE PRICE	CALCULATION DATE	COMMENTS / CUSTOMER	PREMIUM CASH	SETTLE CASH
NGQ2022										
Swap							Trade ID: 3001011031			
2022-07-27	NGQ2022	-5.7815	5.7815		8.687	3.377	27-Jul-22		0.00	306,997.65
<b>NGQ2022 TOTAL</b>									<b>0.00</b>	<b>306,997.65</b>
<b>SUB-TOTALS</b>									<b>0.00</b>	<b>306,997.65</b>
<b>TOTAL DUE Reedy Creek Improvement District</b>									<b>USD 306,997.65</b>	

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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Approved by Ray M Crooks on July 29, 2022

RCID to Receive \$306,997.65 on August 3, 2022





<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 11715452-1
US	Bank: SUN TRUST BANK	Invoice Date: August 01, 2022
Attention: SETTLEMENTS REEDYCREEK	Swift Code/ABA 061000104	Due Date: August 03, 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>	August 03, 2022
<b>TOTAL DUE Reedy Creek Improvement District :</b>	USD -143,404.61 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.

Approved by Ray M Crooks August 1, 2022

RCID to Receive \$143,404.61 on August 3, 2022

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		Aug-22	MMBTU	-23715.00	2.64/MMBTU	8.687/MMBTU	-143,404.61
<b>Total Trades 1</b>										<b>Swaps Sub-Total: -143,404.61</b>

<b>PAYMENT DUE DATE:</b>		<b>August 03, 2022</b>
<b>TOTAL DUE Reedy Creek Improvement District :</b>		<b>USD -143,404.61 USD</b>

# J.P.Morgan

<b>Invoice Ref:</b> JPM412247F	<b>Counterparty:</b>	<b>Description:</b> Standard Settlement Instructions
<b>Invoice Date:</b> 29-Jul-2022	Reedy Creek Improvement District	<b>Pay to:</b> JPMorgan Chase Bank New York
<b>From:</b> J.P. Morgan Chase Bank National Association, New York	1900 Hotel Boulevard	CHASUS33
<b>Telephone:</b>	Lake Beuna Vista	ABA:021000021
<b>Fax:</b>	32830	<b>For a/c:</b> JPMorgan Chase Bank New York
<b>Email:</b> ebms.settlements.bmth@jpmorgan.com	Florida, United States	304256374
<b>Payment Date:</b> 03-Aug-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	-8.687000	01-Aug-2022	31-Aug-2022	23,436.00	-140,944.10
10-Apr-2019	85000F9-7TKB6	Swap	2.690000	-8.687000	01-Aug-2022	31-Aug-2022	23,715.00	-142,218.86
17-Sep-2019	85000F9-8M422	Swap	2.505000	-8.687000	01-Aug-2022	31-Aug-2022	23,715.00	-146,606.13
14-Jan-2020	85000F9-97YP5	Swap	2.443000	-8.687000	01-Aug-2022	31-Aug-2022	23,715.00	-148,076.46
05-Mar-2020	8500012F-46DX	Swap	2.360000	-8.687000	01-Aug-2022	31-Aug-2022	47,151.00	-298,324.38
24-Mar-2021	85000F9-CDI1W	Swap	2.687000	-8.687000	01-Aug-2022	31-Aug-2022	22,227.00	-133,362.00
<i>Subtotal USD</i>								-1,009,531.93

**JPMorgan Pays Net ( USD ) -1,009,531.93**

Approved by Ray M Crooks on July 29, 2022

RCID to Receive \$1,009,531.93 on August 3, 2022

Summary Credit Note

Invoice Date: Jul-28-2022
Invoice Number: 2113714-1
Due Date: Aug-03-2022

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

Table with 2 columns: Description, Amount Due. Row 1: Swap, (552,557.485) USD. Row 2: (552,557.485) USD. Row 3: Due Date: Aug-03-2022, (552,557.49) USD.

Approved by Ray M Crooks on July 29, 2022

RCID to Receive \$552,557.49 on August 3, 2022

**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" Jul 27, 2022, You Pay Fixed	46,252 MMBT	Float 8.6870	Fixed 2.90300	(267,521.568) USD
19812341	Nov-08-2018	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Jul 27, 2022, You Pay Fixed	23,436 MMBT	Float 8.6870	Fixed 2.66	(141,248.772) USD
22323376	Dec-08-2020	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Jul 27, 2022, You Pay Fixed	23,591 MMBT	Float 8.6870	Fixed 2.59200	(143,787.145) USD

**Total Due From Morgan Stanley Capital Group Inc. in USD (552,557.49)**

Due Date: Aug-03-2022



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: 21229185 Invoice Date: 09/01/2022 Contract No: 20368 Due By: 09/08/2022  <b>BP Energy Company</b> <b>JPMorgan Chase Bank</b> Columbus, OH 021000021 9102548097

Aug 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	BP Pays				Customer Pays			BP Receives/ (Pays)	
								Index/ Fixed	Price	Basis	Net	Index/ Fixed	Price	Basis		Net
NG-FP-SSWAP	16421202	07/16/2021	01	31	S	111,197	MMBTU	NG_SoNat_Daily_GD(G as Daily)	9.6324	0.0000	9.6324	Fixed Price	3.2100	0.0000	3.2100	\$(714,151.61)
<b>Total Swap and Options Amount Due BP (Customer):</b>															USD \$(714,151.61)	

RCF / SONAT Invoice APPROVED by Ray M Crooks 9-2-2022  
 RCID to receive \$714151.61 on September 8th.

# J.P.Morgan

<b>Invoice Ref:</b> JPM416712F	<b>Counterparty:</b>	<b>Description:</b> Standard Settlement Instructions
<b>Invoice Date:</b> 02-Sep-2022	Reedy Creek Improvement District	<b>Pay to:</b> JPMorgan Chase Bank, N.A, New York
<b>From:</b> J.P. Morgan Chase Bank National Association, New York	1900 Hotel Boulevard	CHASUS33
<b>Telephone:</b>	Lake Beuna Vista	ABA 021000021
<b>Fax:</b>	32830	<b>For a/c:</b> JPMorgan Chase Bank, N.A, New York
<b>Email:</b> ebms.settlements.bmth@jpmorgan.com	Florida, United States	304256374
<b>Payment Date:</b> 08-Sep-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	-9.632400	01-Aug-2022	31-Aug-2022	37,076.00	-261,919.69
26-Apr-2021	85000F9-CKGYW	Swap	2.670000	-9.632400	01-Aug-2022	31-Aug-2022	126,015.00	-877,366.84
<i>Subtotal USD</i>								-1,139,286.53

**JPMorgan Pays Net ( USD ) -1,139,286.53**

RCF/SONAT Invoice Approved by Ray M Crooks 9-2-2022  
 RCID to receive payment on September 8th

Summary Credit Note

Invoice Date: Sep-01-2022
Invoice Number: 2122821-1
Due Date: Sep-08-2022

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

Table with 2 columns: Description, Amount Due. Row 1: Swap, (128,240.552) USD. Row 2: (128,240.552) USD. Row 3: Due Date: Sep-08-2022, (128,240.55) USD.

RCF/ SONAT Invoice Approved by Ray M Crooks on 9-2-2022
RCID to receive payment on September 8th



**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." Aug 1-31, 2022, You Pay Fixed	17,980 MMBT	Float 9.6324	Fixed 2.50	(128,240.552) USD

**Total Due From Morgan Stanley Capital Group Inc. in USD (128,240.55)**

Due Date: Sep-08-2022



# FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

Final

<b>Stmnt D/T:</b>	9/9/2022 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
				<b>Payee's Bank:</b>	Wells Fargo Bank NA
				<b>Payee's Name:</b>	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
	Lake Buena Vista, FL 32830			<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>	9/10/2022	<b>Invoice Total Amount:</b>	\$3,222.76
<b>Svc Req:</b>	091306597	<b>Sup Doc Ind:</b>	Shipper Imbalance	<b>Invoice Identifier:</b>	000394591
<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>	09/20/2022
<b>Invoice Type:</b>	COMMODITY				

**Begin Transaction Date:** 8/1/2022      **End Transaction Date:** 8/31/2022      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	\$0.0209	\$0.0000	\$0.0209	24,800	\$518.32	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	24,800	\$29.76	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	24,800	\$575.36	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	24,800	\$337.28	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	24,800	(\$4.96)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0003	\$0.0000	\$0.0003	24,800	\$7.44	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	24,800	(\$205.84)	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	\$0.0043	\$0.0000	\$0.0043	24,800	\$106.64	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0015	\$0.0000	\$0.0015	24,800	\$37.20	1-31	
												\$1,401.20		
2			16175		Reedy Creek Theme		MARKET							
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	26,350	\$550.72	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	26,350	\$31.62	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	26,350	\$611.32	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	26,350	\$358.36	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	26,350	(\$5.27)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0003	\$0.0000	\$0.0003	26,350	\$7.91	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	26,350	(\$218.71)	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	\$0.0043	\$0.0000	\$0.0043	26,350	\$113.31	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0015	\$0.0000	\$0.0015	26,350	\$39.53	1-31	
												\$1,488.78		
3			16257		Reedy Creek Gen		MARKET							
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	5,890	\$123.10	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	5,890	\$7.07	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	5,890	\$136.65	1-31	

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# FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

Final

<b>Stmt D/T:</b>	9/9/2022 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
				<b>Payee's Bank:</b>	Wells Fargo Bank NA
				<b>Payee's Name:</b>	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
	Lake Buena Vista, FL 32830			<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>	9/10/2022	<b>Invoice Total Amount:</b>	\$3,222.76
<b>Svc Req:</b>	091306597	<b>Sup Doc Ind:</b>	Shipper Imbalance	<b>Invoice Identifier:</b>	000394591
<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>	09/20/2022
<b>Invoice Type:</b>	COMMODITY				

**Begin Transaction Date:** 8/1/2022      **End Transaction Date:** 8/31/2022      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	5,890	\$80.10	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	5,890	(\$1.18)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0003	\$0.0000	\$0.0003	5,890	\$1.77	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	5,890	(\$48.89)	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	\$0.0043	\$0.0000	\$0.0043	5,890	\$25.33	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0015	\$0.0000	\$0.0015	5,890	\$8.84	1-31	
												\$332.79		

**Invoice Total Amount: 57,040 \$3,222.76**

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# FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

Final

<b>Stmnt D/T:</b>	9/9/2022 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
	Lake Buena Vista, FL 32830			<b>Payee's Bank Wire Number:</b>	ABA # 121000248
				<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>	9/10/2022	<b>Invoice Total Amount:</b>	\$20,452.27
<b>Svc Req:</b>	091306597	<b>Sup Doc Ind:</b>	Shipper Imbalance	<b>Invoice Identifier:</b>	000394646
<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>	09/20/2022
<b>Invoice Type:</b>	COMMODITY				

**Begin Transaction Date:** 8/1/2022      **End Transaction Date:** 8/31/2022      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	\$0.0209	\$0.0000	\$0.0209	32,418	\$677.54	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	32,418	\$38.90	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	32,418	\$752.10	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	32,418	\$440.88	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	32,418	(\$6.48)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0003	\$0.0000	\$0.0003	32,418	\$9.73	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	32,418	(\$269.07)	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	\$0.0043	\$0.0000	\$0.0043	32,418	\$139.40	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0015	\$0.0000	\$0.0015	32,418	\$48.63	1-31	
												\$1,831.62		
2			16175		Reedy Creek Theme		MARKET							
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	31,000	\$647.90	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	31,000	\$37.20	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	31,000	\$719.20	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	31,000	\$421.60	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	31,000	(\$6.20)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0003	\$0.0000	\$0.0003	31,000	\$9.30	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	31,000	(\$257.30)	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	\$0.0043	\$0.0000	\$0.0043	31,000	\$133.30	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0015	\$0.0000	\$0.0015	31,000	\$46.50	1-31	
												\$1,751.50		
3			16257		Reedy Creek Gen		MARKET							
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	39,656	\$828.81	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	39,656	\$47.59	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	39,656	\$920.02	1-31	

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# FLORIDA GAS TRANSMISSION COMPANY, LLC

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Invoice

Final

<b>Stmt D/T:</b>	9/9/2022 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
				<b>Payee's Bank:</b>	Wells Fargo Bank NA
				<b>Payee's Name:</b>	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
	Lake Buena Vista, FL 32830			<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>	9/10/2022	<b>Invoice Total Amount:</b>	\$20,452.27
<b>Svc Req:</b>	091306597	<b>Sup Doc Ind:</b>	Shipper Imbalance	<b>Invoice Identifier:</b>	000394646
<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>	09/20/2022
<b>Invoice Type:</b>	COMMODITY				

**Begin Transaction Date:** 8/1/2022      **End Transaction Date:** 8/31/2022      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	39,656	\$539.32	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	39,656	(\$7.93)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0003	\$0.0000	\$0.0003	39,656	\$11.90	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	39,656	(\$329.14)	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	\$0.0043	\$0.0000	\$0.0043	39,656	\$170.52	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0015	\$0.0000	\$0.0015	39,656	\$59.48	1-31	
												\$2,240.56		
4		16257		Reedy Creek Gen		MARKET								
		Transportation Commodity - Delivery Flow Day Diversion Credit					COT	\$0.0209	\$0.0000	\$0.0209	(8,968)	(\$187.43)	25-25	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	(8,968)	(\$10.76)	25-25	
		Surcharge: GRI Funding Fee - Commodity					GSC	\$0.0000	\$0.0000	\$0.0000	(8,968)	\$0.00	25-25	
												(\$198.19)		
5		16257		Reedy Creek Gen		MARKET								
		Transportation Commodity - Delivery Flow Day Diversion Credit					COT	\$0.0209	\$0.0000	\$0.0209	(8,968)	(\$187.43)	31-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	(8,968)	(\$10.76)	31-31	
		Surcharge: GRI Funding Fee - Commodity					GSC	\$0.0000	\$0.0000	\$0.0000	(8,968)	\$0.00	31-31	
												(\$198.19)		
6		61237		Kissimmee Cane Island		MARKET								
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	215,232	\$4,498.35	1-24	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	215,232	\$258.28	1-24	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	215,232	\$4,993.38	1-24	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	215,232	\$2,927.16	1-24	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	215,232	(\$43.05)	1-24	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0003	\$0.0000	\$0.0003	215,232	\$64.57	1-24	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	215,232	(\$1,786.43)	1-24	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	\$0.0043	\$0.0000	\$0.0043	215,232	\$925.50	1-24	

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# FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

Final

<b>Stmnt D/T:</b> 9/9/2022 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	<b>Remit Addr:</b> P.O. BOX 204032	<b>Payee's Bank ACH Number:</b> ABA # 041203824
LISA MEARS	Dallas, TX 75320-4032	<b>Payee's Bank Wire Number:</b> ABA # 121000248
P.O. Box 10000		<b>Payee's Bank:</b> Wells Fargo Bank NA
		<b>Payee's Name:</b> FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
Lake Buena Vista, FL 32830		<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> 9/10/2022	<b>Invoice Total Amount:</b> \$20,452.27
<b>Svc Req:</b> 091306597	<b>Sup Doc Ind:</b> Shipper Imbalance	<b>Invoice Identifier:</b> 000394646
<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> 09/20/2022
<b>Invoice Type:</b> COMMODITY		

**Begin Transaction Date:** 8/1/2022      **End Transaction Date:** 8/31/2022      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 Deferred Gas Fuel Surcharge					UFW-G	\$0.0015	\$0.0000	\$0.0015	215,232	\$322.85	1-24	
												\$12,160.61		
7	16257	Reedy Creek Gen	MARKET	61237	Kissimmee Cane Island	MARKET								
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	8,968	\$187.43	25-25	FDD
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	8,968	\$10.76	25-25	FDD
												\$198.19		
8				61237	Kissimmee Cane Island	MARKET								
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	43,681	\$912.93	26-30	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	43,681	\$52.42	26-30	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	43,681	\$1,013.40	26-30	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	43,681	\$594.06	26-30	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	43,681	(\$8.74)	26-30	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0003	\$0.0000	\$0.0003	43,681	\$13.10	26-30	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	43,681	(\$362.55)	26-30	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	\$0.0043	\$0.0000	\$0.0043	43,681	\$187.83	26-30	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0015	\$0.0000	\$0.0015	43,681	\$65.52	26-30	
												\$2,467.98		
9	16257	Reedy Creek Gen	MARKET	61237	Kissimmee Cane Island	MARKET								
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	8,968	\$187.43	31-31	FDD
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	8,968	\$10.76	31-31	FDD
												\$198.19		

**Invoice Total Amount: 361,987 \$20,452.27**

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

**TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY  
PHYSICAL PURCHASE AND SALE**

<b>TENASKA MARKETING VENTURES</b>		Transaction Date: 07/22/2022 Transaction #: SIO-2208-S-3410873
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This Transaction Confirmation is being provided pursuant to and in accordance with the master agreement related to the sale and purchase of natural gas (the "Master Agreement") dated June 23, 2021 between REEDY CREEK IMPROVEMENT DISTRICT and TENASKA MARKETING VENTURES, and constitutes part of and is subject to the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

<b>SELLER:</b> TENASKA MARKETING VENTURES 14302 FNB Parkway Omaha, NE 68154 Trader: Simona I. Oprea Phone: (402) 691-9718 Confirmation Fax: (402) 758-6250 Confirmation E-mail: Confirmations@Tenaska.com Master Agreement No: CT-023802	<b>BUYER:</b> REEDY CREEK IMPROVEMENT DISTRICT P.O. Box 10,000 Lake Buena Vista, FL 328301000 Trader: Michelle Bennett Phone: (407) 824-2566 Confirmation Fax: (407) 824-6504 Confirmation E-mail: michelle.m.bennett@disney.com
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**Contract Price:** NYMEX @ Henry Hub NYMEX Final Settlement Price Plus \$ 0.30 \$US / MMBtus.

**Delivery Period:** Begin: August 01, 2022 End: August 31, 2022

**Performance Obligation and Contract Quantity:**

<b>Firm (Fixed Quantity)</b> 5,109 MMBtus / Day <input type="checkbox"/> EFP	<b>Firm (Variable Quantity)</b>	<b>Interruptible</b>
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<b>Delivery Point(s)</b>		
Pipe	Meter	Description
NATURAL GAS PIPELINE COMPANY OF AMERICA LLC	7936	FGT/NGPL VERMILION

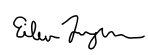
**Broker:**

**Special Conditions:**

Please confirm that the terms of this Transaction Confirmation accurately reflect our verbal agreement regarding the transaction described herein by executing this Transaction Confirmation and returning it to us via facsimile transmission at (402) 758-6250 or email at Confirmations@Tenaska.com. For questions concerning this Transaction Confirmation, please contact the Confirmation Compliance Department at (402) 758-6270 or ContractComp@Tenaska.com.

**Agreed and Accepted:**

**SELLER:** TENASKA MARKETING VENTURES  
 By: TMV Holdings, LLC  
 Its Managing Partner  
  
 By: Simona I. Oprea  
 Title: Account Manager  
 Date: 7/25/2022

**BUYER:** REEDY CREEK IMPROVEMENT DISTRICT  
  
 By: Eileen Ferguson  
 Title: Manager Energy Planning  
 Date: 07/25/2022



## 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 #:** 193002  
**Transaction Date:** 07/22/2022

<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>	Eileen.Ferguson@disney.com	<b>Email:</b>	ConfirmationsPhy@gassouth.com

**Delivery Point:** SNG Franklinton (Rec) ✓  
**Start Date:** 8/1/2022  
**End Date:** 8/31/2022

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

Start Date	End Date	Product Description	Contract Quantity per DAY	Contract Price
8/1/2022 ✓	8/31/2022 ✓	Fixed Basis Physical - NYMEX Henry Hub Natural Gas Futures (NG)	2551 MMBtu ✓	Henry Hub Natural Gas Futures (NG) + \$3.75/MMBtu

**Special Conditions:**

Eileen Ferguson  
Eileen

Conf #193002 1 of 2



**Gas South, LLC**

By: g camp  
Gas South, LLC, 2022 11 41 (01)

Name: g camp

Title:

Date: Jul 26, 2022

**RCID**

By: 

Name: Eileen Ferguson

Title: Manager Energy Planner

Date: 7/26/22



## 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 #:** 193003  
**Transaction Date:** 07/22/2022

<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>	Eileen.Ferguson@disney.com	<b>Email:</b>	ConfirmationsPhy@gassouth.com

**Delivery Point:** GSPL St Helena ✓  
**Start Date:** 8/1/2022  
**End Date:** 8/31/2022

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

Start Date	End Date	Product Description	Contract Quantity per DAY	Contract Price
8/1/2022 ✓	8/31/2022 ✓	Daily Indexed Physical - GDAILY FL Gas Zn3 FDT Com	476 MMBtu ✓	✓ FL Gas Zn3 FDT Com + \$0.3/MMBtu

**Special Conditions:**

EileenFerguson

Conf# 193003 1 of 2

**Gas South, LLC**

By: g camp  
Gas South, LLC 2022-11-08 10:11

Name: g camp

Title:

Date: Jul 26, 2022

**RCID**

By: Eileen Ferguson

Name: Eileen Ferguson

Title: Manager Energy Planner

Date: 7/26/22  
EF

TRANSACTION CONFIRMATION



Trade Date: July 26, 2022  
 Transaction #: 3889893  
 Confirmation Date: July 27, 2022  
 Version: Original

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated as of the Contract Date specified below. If the parties have not yet executed a Base Contract, this Transaction Confirmation shall be governed by the Base Contract for the Sale and Purchase of Natural Gas (NAESB Standard 6.3.1 as modified September 5, 2006) as if the Parties had executed such agreement with the following modifications: (a) each default provision set forth on page 1 of the Base Contract will apply; (b) Texas is the Choice of Law for Section 14.5; (c) Confirming Party shall be COP. Capitalized terms used in this Transaction Confirmation and not otherwise defined herein shall have the meaning specified for such terms in the Base Contract. 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.

Base Contract Date:5/1/07				ConocoPhillips Company Contract No: NAESB 21459				
<b>Seller:</b> <b>ConocoPhillips Company</b> Attn: Phone: 918-661-3449 Fax: 918-662-5943 Email:phygasc@conocophillips.com				<b>Buyer:</b> <b>Reedy Creek Improvement District</b> Attn: Phone: Fax: 000-000-0000				
<b>Delivery Period:</b> Begin: August 01, 2021				End: August 31, 2021				
<b>Contract Price:</b>								
<u>Price Type</u>	<u>Cost Type</u>	<u>Start Date</u>	<u>End Date</u>	<u>Percent</u>	<u>Index:</u>	<u>Price Period</u>	<u>Price/Adj</u>	<u>Currency:</u>
Index	Commodity	08/01/2021	08/31/2021	100.0%	FGT Z3 Gas Daily		0.10	USD
<b>Performance Obligation and Contract Quantity:</b>								
<b>Start Date</b>		<b>End Date</b>		<b>Quantity</b>		<b>Service Level</b>		
8/1/21		8/31/21		546 MMBtu per Day		Firm (Fixed)		
<b>Pipeline, Delivery Point(s):</b> Williams Mobile Bay Processing, WMBPS Williams Pt								
<b>Special Conditions:</b> N/A								
<b>Special Conditions Other:</b>								
<b>Revised Transaction Confirmations:</b> If a revised Transaction Confirmation is issued, the revised Transaction Confirmation will only supersede and replace the prior Transaction Confirmation as specifically set out in the revised Transaction Confirmation. For the avoidance of doubt, the terms and conditions (e.g., Contract Quantity and Contract Price) of the prior Transaction Confirmation shall continue to apply unless specifically modified by the revised Transaction Confirmation.								
<b>ConocoPhillips Company</b>					<b>Reedy Creek Improvement District</b>			
Trader:  <b>Sam Centanni</b>					 Eileen Ferguson 7/27/22			

July 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 Exelon Generation, a Maryland corporation with the necessary authorizations 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 Constellation Energy Generation LLC.to sell and deliver.

**Term & Price** Monday August 1, 2022

**H.E. 0100 - HE0700 & H.E. 2400**

**25MWs @ \$82.00/MWh**

**Daily Total:** 200 MWhs, \$16,400.00

**Delivery Points:** SOCO/FPC Interface.

**Delivery Terms:** RCID will be responsible for all FPC losses and transmission.

**Billing:** All billings to RCID.

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

Past due 20 days after billing date.

**Special Conditions:** Non-Firm Energy

Reedy Creek Improvement District  
July 29, 2022  
Page Three

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.

Please confirm that the terms stated herein accurately reflect the agreement reached July 29, 2022 between Exelon Generation 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 August 01, 2022

Accepted and agreed to this 29th day of July, 2022.

Constellation Energy Generation

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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  
**Date 07-29-22**

08/01/2022

200MWhs, \$16,400.00

August 1, 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 Exelon Generation, a Maryland corporation with the necessary authorizations 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 Constellation Energy Generation LLC.to sell and deliver.

**Term & Price**                      Tuesday August 2, 2022

**H.E. 0100 - HE0700 & H.E. 2400**

**50MWs @ \$83.00/MWh**

**Daily Total:**                      400 MWhs, \$33,200.00

**Delivery Points:**                SOCO/FPC Interface.

**Delivery Terms:**                RCID will be responsible for all FPC losses and transmission.

**Billing:**                              All billings to RCID.

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

Past due 20 days after billing date.

**Special Conditions:**            Non-Firm Energy

Reedy Creek Improvement District  
August 1, 2022  
Page Three

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.

Please confirm that the terms stated herein accurately reflect the agreement reached August 1, 2022 between Exelon Generation 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 August 02, 2022

Accepted and agreed to this 1st day of August, 2022.

Constellation Energy Generation

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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  
Date 08-01-22

08/02/2022

400 MWhs, 33,200.00



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

August 2, 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 August 3, 2022 HE1-HE7 & HE24 25 MW(minus losses) @ \$78.00 per MWh
<b>Daily Total:</b>	197 MWh, \$15,366.00
<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  
August 2, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached August 2, 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. August 3, 2022. Accepted and agreed upon this 2<sup>nd</sup> day of August, 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  
**Date 08-03-22**

**August 3, 2022**  
**197mws @ \$15,366.00**

**Exhibit A  
Form of Confirmation Letter**

August 3, 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 August 4, 2022 HE1-HE7 & HE24 25 MW(minus losses) @ \$76.00 per MWh
<b>Daily Total:</b>	197 MWh, \$14,972.00
<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  
August 3, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached August 3, 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. August 4, 2022. Accepted and agreed upon this 3rd day of August, 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*

Type text here

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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  
**Date 08-04-22**

**August 4, 2022**  
**197mws @ \$14,972.00**

*Dusty Mitchum*

**Exhibit A  
Form of Confirmation Letter**

August 5, 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 August 6, 2022 through August 8, 2022 HE1-HE7 & HE24 25 MW(minus losses) @ \$75.00 per MWh
<b>Daily Total:</b>	197 MWh, \$14,775.00
<b>Deal Total:</b>	591 MWh. \$44,325.00
<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  
August 5, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached August 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. August 8, 2022. Accepted and agreed upon this 5th day of August, 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  
**Date 08-08-22**

**August 6-8, 2022**

**197mws @ \$14,972.00**

**591mws @ \$44,325.00**



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

August 9, 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 August 10, 2022 HE1-HE7 & HE24 25 MW(minus losses) @ \$69.00 per MWh
<b>Daily Total:</b>	197 MWh, \$13,593.00
<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  
August 9, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached August 9, 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. August 10, 2022. Accepted and agreed upon this 2<sup>nd</sup> day of August, 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  
**Date 08-10-22**

**August 10, 2022**  
**197mws @ \$13,593.00**

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

August 10, 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 August 11, 2022 HE1-HE7 & HE24 50 MW(minus losses) @ \$70.00 per MWh
<b>Daily Total:</b>	394 MWh, \$27,580.00
<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  
August 10, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached August 10, 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. August 11, 2022. Accepted and agreed upon this 10th day of August, 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*

---

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  
**Date 08-11-22**

**August 11, 2022**  
**394mws @ \$27,580.00**

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

August 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 August 13, 2022 through August 15, 2022 HE1-HE7 & HE24 25 MW(minus losses) @ \$60.00 per MWh
<b>Daily Total:</b>	197 MWh, \$11,820.00
<b>Deal Total:</b>	591 MWh. \$35,460.00
<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  
August 12, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached August 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. August 15, 2022. Accepted and agreed upon this 12th day of August, 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*

---

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  
**Date 08-12-22**

**August 13-15, 2022**  
**197mws @ \$11,820.00**  
**591mws @ \$35,460.00**



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

August 15, 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 August 16, 2022 HE1-HE7 & HE24 25 MW(minus losses) @ \$60.00 per MWh
<b>Daily Total:</b>	197 MWh, \$11,820.00
<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  
August 15, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached August 15, 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. August 16, 2022. Accepted and agreed upon this 15th day of August, 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*

---

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  
**Date 08-15-22**

**August 16, 2022**  
**197mws @ \$11,820.00**

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

August 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 August 17, 2022 HE1-HE7 & HE24 25 MW (minus losses) @ \$60.00 per MWh
<b>Daily Total:</b>	197 MWh, \$11,820.00
<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  
August 16, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached August 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. August 17, 2022. Accepted and agreed upon this 16th day of August, 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*

---

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  
**Date 08-16-22**

**August 17, 2022**  
**197mws @ \$11,820.00**

August 18, 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 Exelon Generation, a Maryland corporation with the necessary authorizations 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 Constellation Energy Generation LLC. to sell and deliver.

<b>Term &amp; Price</b>	Friday August 19, 2022	
	<b>H.E. 0100 - HE0700 &amp; H.E. 2400</b>	<b>40MWs @ \$70.00/MWh</b>

**Daily Total:** 320 MWhs, \$22,400.00

**Delivery Points:** SOCO/FPC Interface.

**Delivery Terms:** RCID will be responsible for all FPC losses and transmission.

**Billing:** All billings to RCID.

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

Past due 20 days after billing date.

**Special Conditions:** Non-Firm Energy

Reedy Creek Improvement District  
August 18, 2022  
Page Three

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.

Please confirm that the terms stated herein accurately reflect the agreement reached August 18, 2022 between Exelon Generation 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 August 19, 2022

Accepted and agreed to this 18th day of August, 2022.

Constellation Energy Generation

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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  
Date 08-18-22

08/19/2022

320 MWhs, 22,400.00

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

August 19, 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 Saturday August 20, 2022 through Sunday August 21, 2022 HE1-HE7 & HE24 25 MW (minus losses) @ \$64.00 per MWh
<b>Daily Total:</b>	197 MWh, \$12,608.00
<b>Deal Total:</b>	394 MWh, \$25,216.00
<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  
August 19, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached August 19, 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. August 22, 2022. Accepted and agreed upon this 19th day of August, 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*

---

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  
**Date 08-19-22**

**August 20, 2022**  
**197mws @ \$12,608.00**

**394mws @ \$25,216.00**

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

August 19, 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 Monday August 22, 2022 HE1-HE7 & HE24 5 MW (minus losses) @ \$64.00 per MWh
<b>Daily Total:</b>	39 MWh, \$2,496.00
<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  
August 19, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached August 19, 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. August 22, 2022. Accepted and agreed upon this 19th day of August 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*

---

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  
**Date 08-19-22**

**August 22, 2022**  
**39mws @ \$2,496.00**

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

August 22, 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 Tuesday August 23, 2022 HE1-HE7 & HE24 30 MW (minus losses) @ \$64.00 per MWh
<b>Daily Total:</b>	237 MWh, \$15,168.00
<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  
August 22, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached August 22, 2022, between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. August 23, 2022. Accepted and agreed upon this 22nd day of August 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*

---

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  
**Date 08-22-22**

**August 23, 2022**  
**237mws @ \$15,168.00**

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

August 24, 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 August 25, 2022 HE1-HE7 & HE24 30 MW(minus losses) @ \$70.00 per MWh
<b>Daily Total:</b>	237 MWh, \$16,590.00
<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.

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Reedy Creek Improvement District  
August 24, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached August 24, 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. August 25, 2022. Accepted and agreed upon this day of August 24, 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

August 25, 2022  
**237mws @ \$16,590.00**

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

August 25, 2022  
**VIA TELEFAX (407) 824-6907**

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

**CONFIRMATION LETTER**

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

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

<b>Term &amp; Price</b>	Non-Firm Energy August 26, 2022 HE1-HE7 & HE24 30 MW(minus losses) @ \$69.00 per MWh
<b>Daily Total:</b>	237 MWh, \$16,353.00
<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.

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Reedy Creek Improvement District  
August 25, 2022  
Page Three

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

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

---

Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

---

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

August 26, 2022  
**237mws @ \$16,353.00**

August 25, 2022

**VIA TELEFAX (407) 824-6907**

Reedy Creek Improvement District

P.O. Box 10,000

5300 Center Drive

Lake Buena Vista, FL 32830

### **CONFIRMATION LETTER**

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Exelon Generation, a Maryland corporation with the necessary authorizations 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 Constellation Energy Generation LLC. to sell and deliver.

<b>Term &amp; Price</b>	Friday August 26, 2022 H.E. 0100 - HE0700 & H.E. 2400	50MWs @ \$72.00/MWh
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**Daily Total:** 400 MWs, \$28,800.00

**Delivery Points:** SOCO/FPC Interface.

**Delivery Terms:** RCID will be responsible for all FPC losses and transmission.

**Billing:** All billings to RCID.

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

Past due 20 days after billing date.

**Special Conditions:** Non-Firm Energy

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 provision 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 Exelon Generation 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 Exelon Generation and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

Reedy Creek Improvement District  
August 25, 2022  
Page Three

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Please confirm that the terms stated herein accurately reflect the agreement reached August 25, 2022 between Exelon Generation 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 August 26, 2022. Accepted and agreed to this 25th day of August 2022.

Constellation Energy Generation

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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  
**Date 08-25-22**

**08/26/2022**  
**400MWhs, \$28,800.00**



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

August 26, 2022  
**VIA TELEFAX (407) 824-6907**

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

**CONFIRMATION LETTER**

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

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

<b>Term &amp; Price</b>	Non-Firm Energy August 27, 2022 through August 28, 2022 HE1-HE7 & HE24 30 MW(minus losses) @ \$68.00 per MWh
<b>Daily Total:</b>	237 MWh, \$16,116.00
<b>Deal Total:</b>	474 MWh, \$32,232.00
<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.

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Reedy Creek Improvement District  
August 26, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached August 26, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. August 29, 2022. Accepted and agreed upon this day of August 26, 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

August 27-28, 2022  
**474mws @ \$32,232.00**

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

August 26, 2022  
**VIA TELEFAX (407) 824-6907**

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

**CONFIRMATION LETTER**

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

<b>Term &amp; Price</b>	Non-Firm Energy August 29, 2022 HE1-HE7 & HE24 50 MW(minus losses) @ \$68.00 per MWh
<b>Daily Total:</b>	394 MWh, \$26,792.00
<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.
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Reedy Creek Improvement District  
August 26, 2022  
Page Three

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**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

August 29, 2022  
**394mws @ \$26,792.00**

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

August 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**

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<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.
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Reedy Creek Improvement District  
August 29, 2022  
Page Three

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**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

August 30, 2022  
**394mws @ \$26,792.00**

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

August 30, 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**

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

<b>Term &amp; Price</b>	Non-Firm Energy August 31, 2022 HE1-HE7 & HE24 25 MW(minus losses) @ \$69.00 per MWh
<b>Daily Total:</b>	197 MWh, \$13,593.00
<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.
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3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
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Reedy Creek Improvement District  
August 30, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached August 30, 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. August 31, 2022. Accepted and agreed upon this day of August 30, 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

August 31, 2022  
**197mws @ \$13,593.00**



**REEDY CREEK  
IMPROVEMENT DISTRICT**

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

## **MEMORANDUM**

**DATE: September 15, 2022**

**TO: John Classe**

**FROM: C. Michael Crikis**

**SUBJECT: Monthly Report for August 2022**

---

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

### Regulatory Activities – sampling and testing

- 493 sites were visited.
- 1,876 samples were collected or delivered.
- 4,107 tests were assigned.
- Evaluation results for the Non-Potable Water Proficiency Testing samples for Microbiology were received with a 75% successful completion rate. Color analysis results were submitted for evaluation.

### Mosquitoes Monitoring

- 270 traps were set up in 54 locations per week.
- 33,663 mosquitoes were collected and identified.
- Increased rainfall throughout the month of August resulted in an increase in overall mosquito populations.

### Meetings and Educational Sessions Participation

- Attended the 2022 TNI/NEMC Environmental Symposium in Washington DC.
- Attended Leadership Orlando Conference Session 7 in Orlando, FL
- Attended the Florida Department of Environmental Protection public rule development workshop related to wastewater collection, transmission and spill reporting.

Anniversary

- Ana Arsova, Quality Assurance Specialist IV – 1 year
- Rositsa Mihaylova, Chemist II – 1 year

CC: RCID Pollution Control Board

# **Human Resources**

## **September 2022**

### **Open Positions**

- *Fire Dept.*
  - Driver Operator (Internal) – Assessments in progress
  - Firefighter/Paramedic – Accepting applications
  - EMS Paramedic- Accepting applications
  - Communicator- Accepting applications
- *Building & Safety*
  - Mechanical Inspector – Accepting applications
  - Fire Prevention Assistant- Permit Technician- Accepting applications
- *Facilities*
  - Senior Construction Coordinator- Accepting applications

### **Filled Positions:**

- *Finance*
  - Accountant – Utility Billing – new hire began 9/12/22
- *Fire Dept.*
  - Lieutenant (Internal) – 2 internal offers being made, list created

### **Resignations/Retirements**

- *David Green- Firefighter/Paramedic- Fire Dept- retirement effective 9/30/22*



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

**To: John Classe**

**From: Michael Rickabaugh**

**Subject: Monthly Report – August, 2022**

**Department: Building & Safety**

**September 23, 2022**

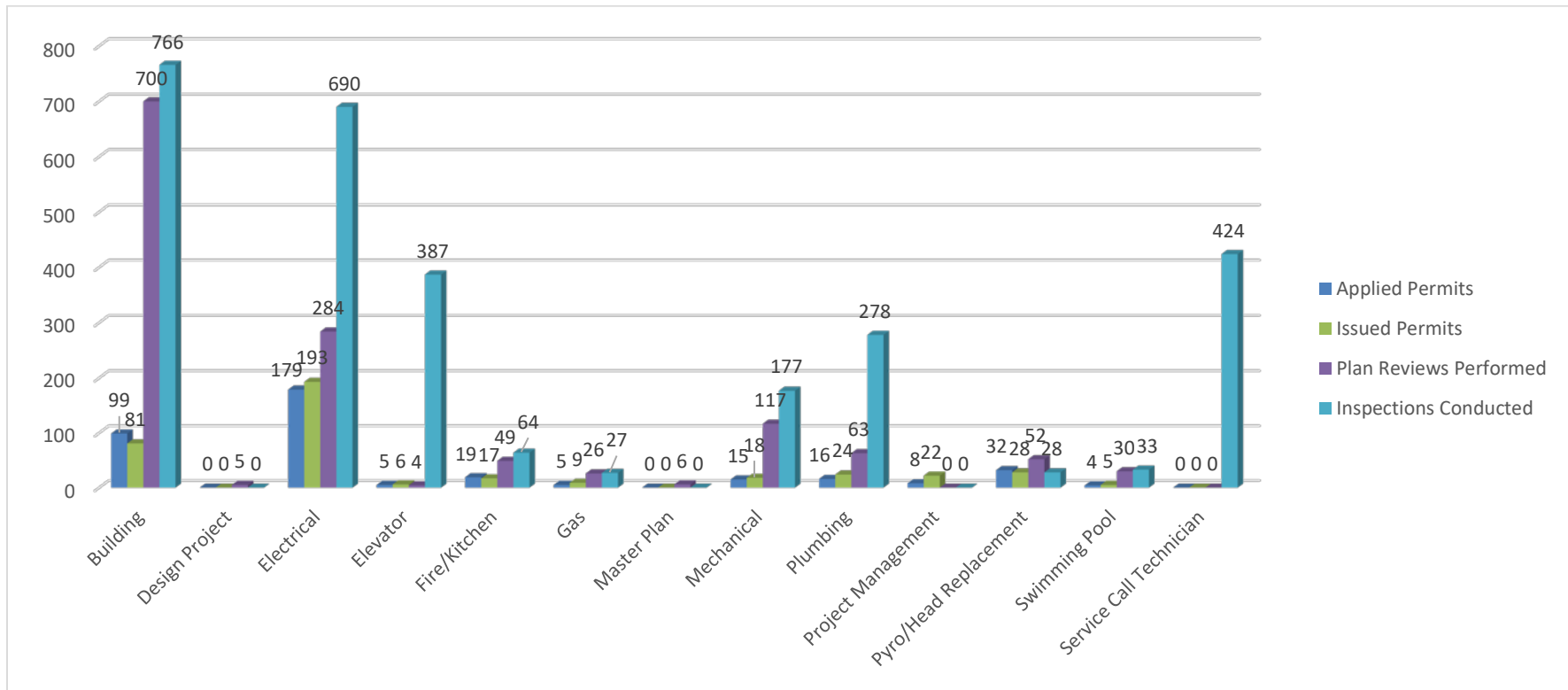
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**Regulatory Activities:**

- Certificate of Construction Completion Issued:
  - Allstar Sports Guestroom Renovation-Bldg 10
  - Allstar Sports Guestroom Renovation-Bldg 07
  - Animation Building AHU Replacement
  - Central Energy Plant Chiller Replacement
  - Contemporary Hotel AHU Replacement
  - Contemporary South Garden Wing Suite Renovation
  - DC 2 Warehouse Fire Alarm Upgrade
  - DC-2 Electrical System Modifications
  - Field House Cooling Tower Replacement
  - Guardians of the Galaxy: Cosmic Rewind
  - Innoventions East Air Handler Replacements
  - Laundry & Dry Cleaning Facility Boiler #1 Replacement
  - Millennium Kitchen and Administration AHU Replacement
  - Port Orleans Riverside Bldg 38 Roof Installation
  - Port Orleans Riverside Bldg 90 HVAC Replacements
  - Swan Hotel AHU 7,8,9,16 Replacements
  - Swan Hotel Boiler Demo and Kettle Replacement
  - Wilderness Lodge Guest Room Renovation-Suites
- Certificate of Occupancy Issued:
  - West Side - Salt & Straw Interior Renovation
  - Smith Residence Mobile Home Installation
  - Marketplace Bldg 07 Ghirardelli Rehab
  - Allstar Music Melody Hall Cast Breakroom Refresh



<b>Division</b>	<b>Applied Permits</b>	<b>Issued Permits</b>	<b>Plan Reviews Performed</b>	<b>Inspections Conducted</b>
Building	99	81	700	766
Design Project	0	0	5	0
Electrical	179	193	284	690
Elevator	5	6	4	387
Fire/Kitchen	19	17	49	64
Gas	5	9	26	27
Master Plan	0	0	6	0
Mechanical	15	18	117	177
Plumbing	16	24	63	278
Project Management	8	22	0	0
Pyro/Head Replacement	32	28	52	28
Swimming Pool	4	5	30	33
Service Call Technician	0	0	0	424
<b>Total</b>	<b>382</b>	<b>403</b>	<b>1336</b>	<b>2874</b>



**Celebrations:**

- Work Anniversaries:
  - Joey Rodriguez – 14 years, Chief Building Inspector
  - Alyssa Odom – 4 years, Building Inspector
  - Ella Hickey – 20 years, Data Systems Manager and Office Supervisor

**PLANNING & ENGINEERING**

**DEPARTMENT**

**AUGUST 2022**

**ACTIVITY REPORT**

**SUBMITTED BY**

**KATHERINE LUETZOW, P.E.**

## **REGULATORY REVIEWS**

### **BUILDING PERMIT REVIEW**

- Reviewed 95 / Approved 78
- Awaiting Approval - 17

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

#### DoubleTree Suites by Hilton Orlando – Disney Springs

- Initial submittal received June 16<sup>th</sup>, 20<sup>th</sup> and 21<sup>st</sup>. RAI #1 issued 7/7/22, response received 8/2/22. Certificate of Consistency issued 8/2/22.

#### Epcot Journey Parking Lot expansion – Revised

- Revised plans received 7/30/22. RAI #1 issued 8/8/22,, response received 8/12/22 and 8/17/22. Revised Site Plan Approval issued 8/31/22.

#### Grand Floridian Project C Employee Lot

- Initial submittal received 8/1/22 and 8/10/22. RAI #1 issued 8/17/22, awaiting response.

#### Project U

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

#### PVR Project B

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

#### RCID Environmental Sciences Lab Phase 2 Project

- Consistency application received on 6/14/22. Certificate of Consistency issued 6/21/22.
- Site Plan submittal received 6/3/22. RAI #1 issued 6/21/22, awaiting response.

#### ST Coke Kiosk

- Initial submittal received 8/17/22. RAI #1 issued 8/17/22, awaiting response.

### **CONCURRENCY REVIEW**

- Project U

### **LANDSCAPE/IRRIGATION REVIEW**

- Four Seasons Orlando Pool Improvement. Plans received 7/28/22. AD plan approval issued 8/2/22.

## **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, SFWMD issued permit 7/5/22.
- Site Civil Permit issued 8/19/2022.

### 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, project meeting 6/17/22.
- Submitted to SFWMD on 7/12/22, under SFWMD review.
- RAI issued 8/10/22, response received on 8/26/22.

### Project U

- Project set up 9/15/21, initial submittal received 1/7/22. RAI #1 issued 1/24/22, response received 4/1/22.
- Submitted to SFWMD 4/11/22. SFWMD Permit issued 6/8/22.
- Early work Site Civil Package submitted on 7/25/22, Site Civil Approval issued 8/2/22.
- Site Civil package submitted 8/3/22, comments provided on 8/18/22.
- Modified shop drawings (P89 drainage structures) received on 8/29, comments provided on 8/30/22.

### 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, comments issued 6/28/22.
- Revised plans received on 8/26/22, under review.

### 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, response received 6/17/22.
- Submitted to SFWMD 6/20/22. SFWMD Permit issued on 7/29/22.

## **SITE CIVIL REVIEW**

### 2022 Contractor's ROW Trailers – Dopey Drive Trailers

- Project set up 4/18/22, initial submittal received 4/18/22. RAI #1 issued 6/13/22. Awaiting response.

### 403 Basin Epcot WDI Building Parking Lot (180124-6)

- Project set up 7/18/19, initial submittal received 7/18/22. RAI #1 issued 8/5/22, response received 8/29/22.

### 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, response received 6/27/22.
- Awaiting erosion control and r/w permit reviews and approvals.

### Animal Kingdom – Africa – Tamu Tamu Seating

- Project set up 7/12/22, initial submittal received 7/15/22. RAI #1 issued 7/26/22, response received 8/23/22. RAI #2 issued 8/31/22.

### Contemporary Back Dock Lift Station Replace

- Initial submittal received 8/10/22. RAI #1 issued 8/23/22.

### Disney Springs Guest Flow Temp. Tent

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

### Epcot Journey Parking Lot Expansion

- Project set up 3/7/19, initial submittal received 8/12/22. RAI #1 issued 8/31/22.

### Fort Wilderness Campgrounds Comm. Upgrades

- Initial submittal received 5/3/22. RAI #1 issued 5/9/22. Revised submittal received 6/17/22. RAI #2 issued 6/28/22. RAI #3 issued 7/12/22. RAI #4 issued 7/14/22. RAI #5 issued 7/20/22. No further comments issued.
- Site Civil approval issued 8/24/22.

## **SITE CIVIL REVIEW (CONTINUED)**

### Four Seasons Orlando Pool Improvements

- Project set up 3/7/22, initial submittal received 5/25/22. RAI #1 issued 6/13/22, response received 6/27/22. Awaiting SWPPP approval.

### Project Carrot

- Initial submittal received 8/12/22. RAI #1 issued 8/17/22

### 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.

### WDW MK-06 BOH Compactor Pad

- Initial submittal received 5/25/22. RAI #2 issued 6/7/22, response received on 6/14/22. No further comments issued 6/22/22.
- Awaiting erosion control review.

### 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
- Two (2) dewatering setup were inspected & approved for use

## **RIGHT OF WAY PERMITS ISSUED**

Permit #1861 Duke Energy – Hazard Tree Removal ICG & ICLB

- Received 6/21/22, issued 8/8/22

Approval #1862 RCES Permanent Cable Repair N. BVD 7632284-B1LB

- Received 7/19/22, issued 8/15/22

Approval #1863 RCID Fiber Expansion2 Haul Route

- Received 2/2/22, issued 8/23/22

## 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.
- Revised Agreement sent back to FDOT on 6/14/22.
- Revised Agreement sent to FDOT on 7/11/22.

### 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.
- Prepared letter and forwarded letter to Grantee on 6/15/22.

### 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.
- Received signed Agreement and drainage fee on 6/26/22. Sent agreement for signature by District Administrator on 6/27/22. Agreement executed on 6/29/22.
- Sent original agreement to engineer for recording on 7/28/22.

### Horizon West Village H Parcel Tribute at Ovation

- Sent initial contact letter on 6/13/22.

### IRLO Bronson Multi Family

- Sent initial contact letter on 6/6/22.
- Project Info form received 8/23/22. Initial submittal received 8/24/22.

### 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.
- Received signed Agreement and check for the drainage fee on 8/23/22.
- Agreement executed by District Administrator on 8/26/22, sent to engineer for recording on 8/30/22.

### Karr PD Parcels 2, 9 & 18 (Osprey Ranch)

- 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.
- Sent draft agreement for legal review on 6/29/22.
- Draft agreement forwarded to engineering on 7/11/22.
- Revised signature line on Agreement on 7/13/22 as requested by Grantee and resent Agreement.
- Received agreement and check for the drainage fee on 7/28/22.
- Drainage Agreement signed by District Administrator on 8/3/22 and forwarded for recording on 8/4/22.

### 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.

## TRIBUTARY BASIN REVIEW (CONTINUED)

### 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.
- Received comments from Grantee on 6/27/22.

### 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.

### Reams Road Widening

- Project setup 5/24/22, initial submittal received 5/24/22.
- Meeting with County set for 7/6/22 to discuss drainage comments sent on 6/23/22.

### 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.
- Draft agreement revised and sent back to RCID legal on 7/27/22.

### 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.
- Draft agreement sent for legal review on 6/24/22.
- Need final Drainage Report to complete draft agreement.

### 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.

## TRIBUTARY BASIN REVIEW (CONTINUED)

### 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.
- Draft drainage agreement sent to Grantee on 5/31/22.

### 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.

### Tru by Hilton – Lake Hilton

- Sent initial contact on 7/6/22.

### Village NW2

- Orange Lake Blvd submitted to SF on 4/2020.
- Split project into 2 agreements on 5/2020. One for residential portion to Meritage and the second commercial portion to OLCC.
- Sent Engineer draft drainage agreements on 8/14/20, project awaiting County approval.
- Sent emails to Meritage Homes in January and June 2021 asking about status of the draft agreement.
- Called Meritage - 6/21 the Agreement is undergoing legal review.
- Sent updated draft agreement to Meritage on 5/5/22.
- Revised and resent draft agreement to Meritage 5/9/22.
- Email to Meritage on 6/9/2022 asking about status, follow-up with phone call on 6/14/22.
- Received email from Meritage on 7/12/22 that Meritage is moving forward with executing the Agreement.
- Received signed agreement and check for drainage fee on 7/20/22.
- Agreement executed on 7/26/22, sent to Meritage for recording.
- Received recorded agreement on 8/22/22.

### Visitor's Plaza Overflow Parking

- Sent initial contact letter on 5/17/22.
- Received Project Info form on 8/23/22.

## TRIBUTARY BASIN REVIEW (CONTINUED)

### Waterleigh PD Parcels 10 & 11

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

### 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.

### 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.
- New Project Info received on 7/19/22.
- Material submitted on 7/20/22, comments sent to engineer on 7/28/22.
- Received response to comments on 8/8/22, prepared draft agreement and sent to legal counsel for review on 8/16/22.

### Xentury City / Holiday Trail Extension

- Received Project Info form on 7/19/22.
- Prepared draft approval letter 7/29/22 for Kate's review.
- Received check for drainage fee on 8/8/22, issued approval letter on 8/8/22.

## 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.

- Bailey Bridge
- Best Friend's Addition
- Blizzard Beach Conveyor
- Blizzard Beach Laydown
- Car Care to Epcot Intertie
- Celebration C8 Parcel
- Celebration Colburn
- Celebration Creation Kids
- Celebration Elementary School
- Celebration Island Village Project
- Celebration Pointe
- DHS BOH Gate
- DS Greenleaf
- Drury Hotel
- Epcot
  - NW Laydown
  - Canal Modification Project/Parking Lot
  - Project G Pkg 1, Pkg 2, Pkg 3, Pkg 8; Pkg 5; 217
- Flamingo Crossings Advent Health
- Flamingo Crossings College Housing West
- Flamingo Crossings Dunking Donuts
- Flamingo Crossings Hash House A Go Go
- 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
- Project U Demo
- RCID Fiber Expansion Phase 1 and 2
- Splash Mountain Compactor Pad
- Stolport Laydown/Stockpile
- Waterstar
- Woody's Lunchbox Kitchen
- Woody's Lunchbox Shade Structure
- World Drive North Phase 2
- World Drive North Phase 2 Laydown
- World Drive North Storm Pond

## INFRASTRUCTURE ASSET MANAGEMENT

### LEVEES & WATER CONTROL STRUCTURES

- Monthly inspections of the Levees are ongoing.
- RCID owned storm water facilities/ponds undergo major maintenance on a 5 year revolving basis. The list of non-routine maintenance activities for 2022 was compiled by RCID compliance team in February; the work began in April and will be completed September 30, 2022.
- Annual inspections of the major water control structures (WCS) are completed annually each February. Based on these most recent evaluation, items identified as routine maintenance have been initiated and will be completed during the 2022 fiscal year. Items identified in the inspection as requiring major or non-routine maintenance were prioritized, incorporated in the annual budgeting process and are scheduled for completion in the coming year(s).

### ROADWAY & BRIDGE

- Monthly inspections of the Roadways are ongoing.
  - Hartzog Road (Flagler Ave to the north approximately 2.750 miles) (including Flagler Ave) - 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 consultant (KCA) has provided a scope and fee to design the pavement rehab for the section of Hartzog Road between approximately Ruby Red Lane (just north of Western Way) to the RCID Property Line including Flagler Avenue. The project is under design.
  - BVD (ERB (East) 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. The project is under design.
  - Hartzog Road (North) between Ruby Red Lane to RCID property line – assessment revealed several potholes. Pavement repair is scheduled for July 2022. Item has been corrected.
- Bridge Inspections occur bi-annually – based on latest round of 22 inspections, all bridges are in satisfactory to excellent condition. 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.
  - The design of an additional seven guardrail projects has commenced; final plans should be received by August 2022. Plans have been completed.
  - Guardrail repair needed along ECD (inbound south of BVD). Repair completed.
  - Preliminary planning for FY23 guardrail projects has begun.

## **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 August 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 Osceola Parkway and Buena Vista Drive 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 proposed for FY23 budget.
- The scope and fee proposal from KCA for the pavement rehab design of Hartzog Road (North) from Ruby Red Lane to the RCID Property Line, including Flagler Avenue has been submitted for review. The project is under design.
- The design for the pavement rehab of BVD between Bridges 756020 & 756021 (just West of ERB (East) to the Riviera Entrance Driveway will begin in July 2022.

## **TRAFFIC OPERATIONS**

- Thirty-eight (38) traffic signal and ITS maintenance inspections were completed in August.
- ITS team managed the installation of five (5) new CCTV cameras.
- ITS team managed the installation of a battery back system at Buena Vista Dr. @ Hotel Plaza Blvd.
- ITS team responded to thirteen (15) after hour service requests.
- ITS team managed traffic for ESPS's Warrior Games and Typhoon Lagoon's after hour's event.

## **DESIGN MANAGEMENT**

### **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.
  - Constructability review meeting with each utility was conducted on June 27<sup>th</sup>. All comments are being addressed and adjustments to the plans to be completed August 2022.
  - A final bid set was issued to the RCID Construction & Purchasing teams late August 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 and is currently underway.

#### **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 is currently underway.

#### **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. It is anticipated RCES will propose funding for this construction in FY23.

# EXHIBIT A

**Record and Return to:**  
Katherine Luetzow, P.E.  
REEDY CREEK IMPROVEMENT DISTRICT  
Planning and Engineering Department  
Post Office Box 10170  
Lake Buena Vista, FL 32830-0170

**[Cross-Reference to  
ORB 4869, Page 2381]**

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THIS SPACE FOR RECORDER'S USE

**RELEASE OF NON-EXCLUSIVE PERPETUAL EASEMENT AGREEMENT**

**THIS RELEASE OF NON-EXCLUSIVE PERPETUAL EASEMENT AGREEMENT** (this “**Release of Easement**”) is given as of this \_\_\_ day of \_\_\_\_\_, 2022 (the “**Release Date**”), by **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose address is P. O. Box 10170, Lake Buena Vista, Florida 32830 (“**RCID**”).

**WITNESSETH:**

**WHEREAS**, by that certain Non-Exclusive Perpetual Easement Agreement by and between Lake Buena Vista Communities, Inc., a Delaware corporation (“**LBVC**”) and **RCID**, dated March 20, 1995, recorded on March 22, 1995, in Official Records Book 4869, Page 2381 of the Public Records of Orange County, Florida, **LBVC** did grant and convey unto **RCID**, its successors and assigns, a perpetual non-exclusive easement upon, above, over, through, under and across the lands more particularly described on **Exhibit “A”** attached hereto and made a part hereof (the “**Easement Area**”); and

**WHEREAS**, **RCID** has been requested to release the above-described easement, and **RCID** is willing to release said easement.

**NOW THEREFORE**, **RCID**, for and in consideration of the sum of One Dollar (\$1.00) and of other good and valuable considerations, receipt of which is hereby acknowledged, does hereby release and discharge as of the Release Date, all of the right, title, interest, claim and demand which **RCID**, has under and by virtue of the above-described easement.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**  
**[SIGNATURE ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, RCID has caused this Release of Easement to be executed as of the Release Date.

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
John H. Classe, Jr., District Administrator

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA     )  
  ) SS.  
COUNTY OF ORANGE    )

The foregoing Release of Easement was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by John H. Classe, Jr., as District Administrator of **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is  personally known to me or  presented \_\_\_\_\_ as identification. (Set forth type of identification presented, if applicable. If left blank, then personally known to me.)

\_\_\_\_\_  
Signature of Notary Public-State of Florida

(AFFIX STAMP)

**EXHIBIT "A"**  
The Easement Area

The South 37.5 feet of the following property:

A parcel of land lying in Section 27, Township 24 South, Range 28 East, in the city of Lake Buena Vista, Orange County, Florida and being more particularly described as follows:

Commence at the West  $\frac{1}{4}$  corner of said Section 27, run along the South line of the Northwest  $\frac{1}{4}$  of said Section, North  $89^{\circ}42' 33''$  East, 1102.85 feet to the POINT OF BEGINNING; thence North  $10^{\circ} 07' 41''$  West, 221.02 feet; thence South  $79^{\circ} 52' 19''$  West, 39.53 feet to a point of curvature of a curve concaved Southerly having a radius of 300.00 feet and a central angle of  $02^{\circ} 25' 28''$ ; thence run Westerly along the arc of said curve, 12.69 feet; thence North  $12^{\circ} 33' 09''$  West, 124.40 feet to a point on the Southerly right of way of Meadow Creek Drive, said point being a point on a non-tangent curve concaved Southerly having a radius of 424.40 feet; and a central angle of  $02^{\circ} 25' 28''$ ; thence from a tangent bearing of North  $77^{\circ} 26' 51''$  East run Easterly along the arc of said curve and right of way, 17.96 feet; thence North  $79^{\circ} 52' 19''$  East, 391.64 feet along said right of way to a point of intersection with the Westerly right of way of State Road 535; thence departing said Meadow Creek Drive run along said State Road 535 South  $10^{\circ} 07' 41''$  East, 406.48 feet to a point of intersection with the South line of the Northwest  $\frac{1}{4}$  of said Section; thence departing said State Road 535 run along said South line South  $89^{\circ}42' 33''$  West, 357.36 feet to the POINT OF BEGINNING.



# EXHIBIT B

## **GAS SUPPLY CALL OPTION CONFIRMATION**

This Gas Purchase Option Confirmation Agreement (this "**Confirmation**") is entered into as of the date set forth below by Gas South, Inc. ("**GS**" or "**Seller**") and Reedy Creek Improvement District ("**Reedy Creek**" or "**Buyer**"). This Confirmation shall be governed by the terms and conditions set forth in that certain NAESB Base Contract for Sale and Purchase of Natural Gas dated January 25, 2006 (as amended by those certain Special Provisions for NAESB Base Contract for Sale and Purchase of Natural Gas of even date therewith) by and between GS and Reedy Creek (the "**NAESB**"), which terms and conditions are incorporated herein by reference. To the extent there exists a conflict between the terms of this Confirmation and the terms of the NAESB, the terms of this Confirmation shall govern in resolution of such conflict. Capitalized terms contained herein that are not otherwise defined shall have the same meaning(s) as ascribed to such terms in the NAESB. Each nomination of Gas by Buyer under this Confirmation shall be considered a Transaction Confirmation under the terms of the NAESB.

**Seller:** GS (Gas South, Inc.)

**Buyer:** Reedy Creek

**Term:** The transaction set forth in this Confirmation shall have a term commencing on October 1, 2022, and continuing through December 31, 2022.

**Contract Quantity:** Buyer shall have the option, exercisable by Buyer in accordance with the nomination provisions set forth below, to purchase from Seller; (See Attachment #1)

- at the Florida Gas Transmission (FGT) **POI #57391-NGPL-Vermilion;**
  - up to 5,000 MMBtu/Day of Gas for the months of May through March, and 4,723 MMBtu/Day for the month of April, and
- at the Florida Gas Transmission **POI #10240-NGPL-Jefferson County;**
  - up to 2,500 MMBtu/Day of Gas for the months of November through March, and
- at the Florida Gas Transmission **POI #78533-Frisco Acadian;**
  - up to 1,950 MMBtu/Day for the month of April, 1,350 MMBtu/Day for the months of May through September, and 1,837 MMBtu/day for the month of October, and
- at the Florida Gas Transmission **POI #62410-CGT Lafayette;**
  - up to 827 MMBtu/Day for the month of April, 1,150 MMBtu/Day for the months of May through September, and 663 MMBtu/Day for the month of October.

Contract Quantity periods, MMBtu's and POI's shall be changed if Buyer changes Delivery Points on the Florida Gas Transmission system. Attachment 1 shall be changed if Buyer changes Delivery Points.

**Delivery Point:** The Delivery Point shall be at the following Florida Gas Transmission (FGT) POI's; as follows: (See Attachment #1)

- **POI #57391-NGPL-Vermilion** up to 5,000 MMBtu/Day for the months of May through March and 4,723 MMBtu/Day for the month of April, and
- **POI #10240-NGPL-Jefferson County** up to 2,500 MMBtu/Day for the months of November through March, and
- **POI #78533-Frisco Acadian** up to 1,950 MMBtu/Day for the month of April, 1,350 MMBtu/Day for the months of May through September, and 1,837 MMBtu/day for the month of October, and
- **POI #62410-CGT Lafayette** up to 827 MMBtu/Day for the month of April, 1,150 MMBtu/Day for the months of May through September, and 663 MMBtu/Day for the month October.

Contract Quantity periods, MMBtu's and POI's shall be changed if Buyer changes Delivery Points on the Florida Gas Transmission system. Attachment 1 shall be changed if Buyer changes Delivery Points.

Seller may deliver gas to other FGT points based on mutual agreement between Seller and Buyer. Seller understands that NGPL-Vermilion, NGPL-Jefferson County, Frisco Acadian, and CGT Lafayette are Firm Delivery Points for Buyer. Consequently, if Seller elects to deliver any Gas under this Confirmation to other points and such Gas is partially or wholly curtailed, then Buyer has the right to require Seller to deliver such Nominated Gas to NGPL-Vermilion, NGPL-Jefferson County, Frisco Arcadian, and CGT Lafayette. In the event Buyer changes delivery points as discussed above, Seller will have the obligation to deliver to newly designated Firm Delivery points if delivery to other points are partially or wholly curtailed.

If however all or a portion of the Contract Quantity is curtailed on any day for which Gas has been nominated by Buyer, and if on such day Buyer does not possess the corresponding primary Receipt Point as contemplated above, and if the basis for such curtailment is due in whole or in part to the fact that Buyer does not have the corresponding Primary Receipt Point at NGPL-Vermilion, NGPL-Jefferson County, Frisco Acadian, and CGT Lafayette then Seller shall be excused from its obligations to make delivery of that portion of such Gas for that day at NGPL-Vermilion, NGPL-Jefferson County, Frisco Arcadian, and CGT Lafayette even if no event of force majeure is otherwise present, however, Seller shall perform its obligations under Additional Delivery Obligations. Therefore, it is the parties express understanding that Seller's obligation to deliver Gas on any day to the primary Receipt Points is expressly conditioned upon Buyer's corresponding firm delivery rights to receive and subsequently transport such Gas from and after the primary Receipt Points. If Buyer lacks such capability for whatever reason, Buyer, not Seller assumes any risk of interruption in delivery for the applicable periods.

**Contract Price:** The Contract Price shall consist of a Commodity Price (based upon the amount of Gas actually nominated by Buyer and delivered by Seller) and a Reservation Charge (payable regardless of the amount of Gas actually nominated by Buyer and delivered by Seller).

The Commodity Price shall be the "**Daily Strike Price**".

The "**Daily Strike Price**" shall be the price per MMBtu of Gas nominated by Buyer and delivered to the Delivery Points, regardless of the actual delivery point, by Seller corresponding to the applicable Day on which Gas is delivered to Buyer as published in Platt's "*Gas Daily*" as the "midpoint" price referenced to "Florida Gas, Zone 2".

**Reservation Charge:** The Reservation Charge shall be a monthly amount calculated by multiplying the Contract Quantity (See Attachment #1, Line #9) by (i) the number of Days in the month for which calculation is made and (ii) the "**Monthly Reservation Fee**". The "**Monthly Reservation Fee**" shall equal \$0.05 per MMBtu. For example, the Reservation Charge for December 2022 is \$11,625 = (7500 MMBtu \* 31 Days \* \$0.05/MMBtu), regardless of how much Gas is nominated by Buyer.

**Nomination:** Buyer shall have the right, exercisable by Buyer for any reason or no reason, but not the obligation, to nominate deliveries of Gas during any Day of the Term in any amount up to the Contract Quantity. Buyer shall be required to nominate the amounts desired for delivery for each Day that Buyer exercises such right by providing Seller with notice of Buyer's nominated delivery amount not later than 9:00 a.m. EPT (the "**Nomination Deadline**") on the Business Day preceding the Day on which Buyer elects to receive delivery of the nominated quantity. Nominations for deliveries on any Day that is not a Business Day shall be made by Buyer prior to the Nomination Deadline on the last Business Day preceding the applicable non-Business Day or consecutive Non-Business Days. Business Days will be determined by the Intercontinental Exchange gas trading day schedule as opposed to the definition of "Business Day" set forth in the NAESB. Nominations for deliveries across a multi-day package of trading days shall be ratable (e.g., the same quantity on Saturday, Sunday, and Monday) and such multi-day trading packages will be determined based on the Intercontinental Exchange gas trading day schedule.

**Transaction Type:** All Gas deliveries nominated by Buyer under this Confirmation shall be Firm subject to the stipulations set forth above under the "Delivery Point" section of this Confirmation and with the following conditions. For all Gas nominated by Buyer under this Confirmation, the definition of Force Majeure as set forth in the NAESB shall be modified as follows. To the extent that a "Named Storm" is projected to enter or enters the Gulf of Mexico or Gulf Coast region that would have the effect of otherwise curtailing deliveries, Seller will not be entitled to claim an event of Force Majeure for such circumstances. A "Named Storm" shall mean any hurricane or tropical storm that is assigned a proper name in accordance with the procedures of the U.S. National Hurricane Center. The remaining terms and conditions contained in the definition and application of Force Majeure shall however continue to apply. By way of clarification of the foregoing and not by way of limitation, the transaction type described above is primarily predicated on Seller's delivery capabilities from Seller's gas supply resources from which Seller procures supplies of Gas for delivery into the Delivery Point(s) ("Seller's Facilities"). Thus, if Seller is unable to make deliveries to the Delivery Point(s) because of an event of Force Majeure at the FGT interconnection (meter), Seller shall nevertheless be excused by virtue of the event of Force Majeure even though the underlying cause of such event may have been a Named Storm.

#### **Additional Delivery Accommodations:**

In addition to the operative provisions set forth in the NAESB, to the extent that Seller is relieved from its delivery obligations as a result of an event of Force Majeure, Seller shall nevertheless use its reasonable efforts to accomplish delivery of the nominated amount of Gas by utilizing one of the following alternate Delivery Points at the respective interconnection(s) with Florida Gas Transmission: (a) Tennessee Gas Pipeline, or (b) Columbia Gas Pipeline; or (c) Gulf South Gas Pipeline. To the extent that Seller can accomplish delivery at one of such alternate Delivery Points and notifies Buyer in advance of any incremental costs pertaining to such delivery, and Buyer elects to accept Gas at such alternate Delivery Point proposed by Seller, then any such incremental costs incurred by Seller as a result of such alternate delivery arrangements

shall be borne exclusively by Buyer; provided, however, that if Buyer rejects such alternate Delivery Point, Seller will not deliver such Gas to Buyer and Buyer shall be excused from accepting and purchasing such Gas from Seller. The foregoing obligation of Seller under this paragraph is intended to be an accommodation only and notwithstanding the employment of Seller's reasonable efforts, if Seller is unable to accomplish such alternate delivery, then Seller shall nevertheless be relieved of all obligations hereunder in connection with such an event of Force Majeure.

This Confirmation is executed as of the \_\_\_\_ Day of \_\_\_\_ 2022.

Gas South, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Reedy Creek Improvement District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# EXHIBIT C



## FEE SCHEDULE

Adopted on ~~July 1, 2016~~ October 1, 2022

### A. BUILDING PERMITS

Building permit fees shall be based upon full valuation of the contract of an installation or alteration, including the value of all new materials and equipment, and/or owner furnished items. Buildings, signs, roofs, pools, amusement rides and devices, and project management permits shall be included in the building permit classification. Building permit fees are hereby fixed as follows:

0 - \$1,000	\$45.00 (minimum fee)
\$1,001 - \$24,999	\$45.00 plus \$4.50/1,000 or fraction thereof over \$1,000
\$25,000 - \$49,999	\$153.00 plus \$3.75/1,000 or fraction thereof over \$25,000
\$50,000 - \$99,999	\$246.75 plus \$3.25/1,000 or fraction thereof over \$50,000
\$100,000 - \$1,999,999	\$409.25 plus \$2.75/1,000 or fraction thereof over \$100,000
\$2,000,000 and over	\$5,634.25 plus \$2.25/1,000 or fraction thereof over \$2,000,000

In addition to the building permit, individual permits must be applied for and fees paid for each of the disciplines such as fire alarm, electrical, fire suppression systems, gas, mechanical, and plumbing. See "E" for permit and fee information.

### PLAN REVIEW

A plan review fee in an amount equal to 50% of the building permit fee shall be charged in addition to the building permit fee. Project Management permit fees are exempt from a plan review fee.

### REVISIONS

Additional plan reviews required that do not add valuation or additional square footage to the project, due to design revisions after the initial plan review has been completed, shall be assessed an additional fee.

Under 10 Sheets	\$100.00
10 Sheets or Over	\$300.00

## **STATE OF FLORIDA SURCHARGE FEES**

The Professional Regulation Trust Fund (*Florida Statutes 553.721*) and the Building Code Administrators and Inspectors Fund (*Florida Statutes 468.631*) each require building departments to collect a fee equal to 1 percent and 1.5 percent, respectively, of the permit fee including, but not limited to: building, sign, roofing, pool, attraction rides and devices, project management; and trade permits such as electrical, fire alarm, fire suppression system, gas, plumbing, mechanical, etc. The minimum amount collected on any permit will be \$2.00 per surcharge for a total of \$4.00.

## **PAYMENT**

Any person requiring a permit shall pay all fees as required by the Reedy Creek Improvement District (The District), and those fees shall be payable upon application of permit.

### **B. TEMPORARY STRUCTURES / SPECIAL EVENTS (90 DAYS OR LESS)**

Temporary structures / special events shall be defined as tents, trailers, bleachers, performance platforms, lighting/speaker towers, inflatables, ~~gas heaters, HVAC systems, restroom trailers, boilers~~ event/trade show plans, seating plans, exhibitor booths and other items related to special events or installations of 90 days or less. Permit fees shall be ~~calculated using 10% of the contract price for an installation as the base figure to determine the fee. (See "A" Building Permits and "E" trade permits for the fee schedule.)~~ A plan review fee shall be added as noted in "A" and "E". assessed a flat rate of \$45.00, per unit installation. Each additional unit, such as two or more tents at one location, shall be charged \$45.00 each. All related temporary sub permits shall be assessed a fee based on valuation. (See "E" Fire Alarm, Electrical, Fire Suppression System, Gas, Mechanical and Plumbing Permits for the fee schedule.)

### **C. MANUFACTURED BUILDINGS/TRAILERS**

Permit fees for manufactured buildings/trailers, either temporary or permanent, shall be \$45.00 per unit. Each additional unit, as in the case of a multiple module trailer (including DCA approved, pre-manufactured ramps and stairs), shall be charged \$45.00 each. A plan review fee in an amount equal to 50% of the permit fee shall be charged in addition to the permit fee. All related sub permits shall be assessed a fee based on valuation. (See "E" Fire Alarm, Electrical, Fire Suppression System, Gas, Mechanical and Plumbing Permits for the fee schedule.)

### **D. BUILDING RELOCATION PERMIT**

Building permit fees shall be based on the actual cost of the relocation. (See "A" Building Permit.)

### **E. FIRE ALARM, ELECTRICAL, FIRE SUPPRESSION SYSTEM, GAS, MECHANICAL AND PLUMBING PERMITS**

Permit fees shall be based on a signed contract (labor and installation costs including the value of all new equipment and material). Permit fees are hereby fixed as follows:

0 - \$1,000	\$45.00 (minimum fee)
\$1,001 - \$999,999	\$45.00 plus \$5.00/1,000 or fraction thereof over \$1,000
\$1,000,000 and over	\$5,040.00 plus \$2.50/1,000 or fraction thereof over \$1,000,000

**PLAN REVIEW**

A plan review fee in an amount equal to 50% of the trade permit fee shall be charged in addition to the trade permit fee.

**F. ELEVATOR, ESCALATOR, MATERIAL LIFTS AND DUMBWAITER PERMIT**

Application for elevator permits to erect, alter or demolish an elevator, escalator, material lift or dumbwaiter shall be accompanied by the following fee. Elevator permit fees are calculated on a base State of Florida required fee of \$250.00 for new and \$200.00 for alteration permits. Additional fees are required to cover costs associated with plan reviews, inspections and supplementary services rendered to customers.

Erect New / Demo	\$ 900.00
Alter \$10,000 and under in valuation	\$ 450.00
Alter over \$10,000 valuation	\$ 600.00
Variance Request	\$ 500.00
Violation Penalty Fees	\$1,000.00

Note: All “building” electrical (i.e. main line feeders, machine room lighting, receptacles, pit lighting, fire alarms, etc.) necessary to complete the successful installation and/or modification of the vertical transportation equipment, shall require application and issuance of a separate “Electrical” permit to a licensed electrical contractor. See “E” Electrical Permits.

**CERTIFICATE OF OPERATION FEES**

Certificate of Operation fees are calculated on a base State of Florida required fee of \$75.00. Additional fees are due to supplementary services rendered to customers on a periodic basis for the following conveyances: hand-operated, electric, hydraulic passenger and freight elevators, escalators, sidewalk elevators, power operated dumbwaiters, material lifts and dumbwaiters with or without automatic transfer devices, inclined stairway chairlifts, inclined and vertical wheelchair lifts and inclined elevators.

	Total Fee
Elevator serving 0-2 landings	\$ 90.00
Elevator serving 3-5 landings	\$100.00
Elevator serving 6-10 landings	\$110.00
Elevator serving 11-15 landings	\$120.00
Elevator serving over 15 landings	\$130.00
Sewage Pump Station Manlift	\$110.00
Special Purpose Elevator (Manlifts, Moving Walkways and Wheelchair Lifts)	\$130.00
Temporary Operation Permit / Renewal Fee	\$130.00

The temporary operating permit shall be issued for a period not to exceed thirty (30) days and may be renewed after re-inspection at the discretion of the Building Official.

A delinquent certificate of operation renewal application must be accompanied by a delinquency fee of \$100.00 per unit, in addition to the license renewal fee.

**G. ANNUAL REGISTERED ATTRACTION INSPECTION FEES**

The Department of Building and Safety shall charge and collect fees for the annual testing of registered attractions, and various equipment and appliances, at the rates listed in the following schedule:

Annual Ride Inspection Fee	\$25.00, per registered attraction
Ride vehicles, gondolas, chassis, tractors, trains, etc.	\$25.00, each unit within attraction

**H. STRUCTURE DEMOLITION**

The fee for demolition of structures complete or partial (not associated with new construction) such as buildings, bridges, towers or underground structures shall be based upon the contract valuation for the work to be performed. A plan review fee in an amount equal to 50% of the permit fee shall be charged in addition to the permit fee.

0 - \$1,000	\$45.00
\$1,001 - \$9,999	\$90.00
\$10,000 and over	\$90.00 plus \$4.75/1,000 or fraction thereof over \$10,000

**I. SWIMMING POOL OPERATION FEES**

In conformance with *Florida Statutes 514.025* and *514.033* the following fees will be collected by The District in association with swimming pool operation and usage. Additional fees are required to cover costs associated with plan reviews, inspections and supplementary services rendered to customers. Prior to the issuance of a full Certificate of Occupancy for the construction of a swimming pool or bathing facility, an Initial Operating Permit must be obtained with the fees listed below.

Any request for a variance from the specified code requirements for swimming pools and bathing facilities must be accompanied by the permit of a fee.

Initial Operating Permit	\$350.00
Variance Request	\$500.00

Each swimming pool or bathing facility is subject to biannual inspections. The annual fee to renew the operating license for a swimming pool or bathing facility shall be as identified herein.

Renewal of swimming pool operating permit based on aggregate gallonage:

Pools 25,000 gallons or less	\$275.00
Pools greater than 25,000 gallons	\$415.00

**J. INVESTIGATION FEE**

When work for which a permit is required is commenced prior to obtaining a permit, an investigation fee equal to the permit fee may be charged in addition to the permit fees, but in no event shall the combined fees be less than seventy-five dollars (\$75.00). The payment of such fee shall not relieve any person, firm, or corporation from fully complying with all of the requirements of applicable regulations and codes, nor shall the fee relieve the work from being subject to any of the requirements set forth herein.

**K. SPECIAL EQUIPMENT**

If any special equipment or protective clothing is required by inspectors for special job conditions or materials, such equipment or clothing cost shall be paid by the contractor or the equipment shall be furnished by the contractor.

**L. AFTER HOURS INSPECTIONS**

All inspections required or provided outside of normal business hours, shall be assessed an additional fee. (Normal business hours are considered between 6:00am and 6:00pm, Monday through Friday.) The fee shall be a minimum fee of \$325.00, per inspection, for up to four (4) hours – except for work provided on Sundays and Holidays. If the inspection exceeds four (4) hours, the minimum fee will be \$650.00, per inspection, for up to eight (8) hours.

Sunday and Holiday inspections will be charged \$650.00, per inspection, for up to four (4) hours. If the inspection exceeds four (4) hours, the minimum fee will be \$1,300.00, per inspection, for up to eight (8) hours. All fees must be paid in advance. Saturday and Sunday inspections shall be requested in writing by the close of business on Thursday prior to the weekend requested.

**M. REINSPECTION FEE**

For all reinspections required or provided, the fee for such service shall be \$100.00 for the first reinspection. If additional reinspections are required on the same condition, the fee shall be \$200.00.

**N. CHANGE OF CONTRACTOR FEE**

Change of Contractor fee shall be \$75.00.

**O. RENEW EXPIRED PERMITS FEE**

Original permit fees will be re-applied. If the approved plans have been altered or modified in any way, an additional plan review fee will be assessed, along with the re-applied permit fee.

**P. OTHER FEES**

Other fees for services, such as administrative services or technical support, shall be charged at the rate of \$75.00 per hour.

**Q. ALL FEES SET FORTH IN THIS SCHEDULE ARE NONREFUNDABLE**

# EXHIBIT D

RESOLUTION NO. 636

**A RESOLUTION OF THE REEDY CREEK IMPROVEMENT DISTRICT APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A REIMBURSEMENT AGREEMENT WITH TRUIST BANK IN CONNECTION WITH THE ISSUANCE BY THE BANK OF A \$3,000,000 LETTER OF CREDIT IN FAVOR OF DUKE ENERGY FLORIDA, LLC, AS SECURITY FOR THE OBLIGATIONS OF THE DISTRICT UNDER A POWER PURCHASE AGREEMENT; AUTHORIZING CERTAIN INCIDENTAL ACTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, on July 27, 2022 the Board of Supervisors (the “Board”) of Reedy Creek Improvement District (the “District”) authorized the execution and delivery of a Third Amended and Restated Transaction Schedule between Duke Energy Florida, LLC, d/b/a Duke Energy (“Duke Energy”) and the District (the “Power Purchase Agreement”) for a term ending on December 31, 2024; and

**WHEREAS**, Article 2(d) of the Power Purchase Agreement requires that the District provide assurance of its creditworthiness either by depositing \$3,000,000 in a non-interest bearing account with Duke Energy, or by providing an irrevocable letter of credit (“Letter of Credit”) in such amount from a domestic bank with a minimum credit rating of A- from S&P and A3 from Moody’s, for a term ending on January 31, 2025; and

**WHEREAS**, Truist Bank, a North Carolina banking corporation (the “Bank”) with credit ratings of A-/Positive/A-2 by S&P, and A2 by Moody’s, respectively, has agreed to provide the Letter of Credit upon the terms and conditions contained in a Reimbursement Agreement, a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the Board wishes to proceed to approve the form of and execute the Reimbursement Agreement and deliver it to the Bank, in consideration of the issuance and delivery of the Letter of Credit by the Bank to Duke Energy.

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

**Section 1. Authorization of Execution and Delivery of Reimbursement Agreement.** The District hereby approves the form and content of the Reimbursement Agreement. The President or Vice President of the Board, jointly with the Secretary or District Comptroller of the District, are hereby authorized and directed to execute and deliver, on behalf of the District, the Reimbursement Agreement substantially in the form attached hereto as **Exhibit A** with such changes, insertions or deletions and such completion of blanks therein as such officers executing the same, in their sole discretion, shall approve, such execution to be conclusive evidence of such approval.

A-

**Section 2. Incidental Action.** The appropriate members of the Board of Supervisors and officials and staff of the District are hereby authorized to take such actions as may be necessary to carry out the purpose of this Resolution.

**Section 3. Open Meetings.** It is hereby found and determined that all formal actions of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements, including, but not limited to, the requirements of Section 286.011, Florida Statutes.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon its adoption in the manner provided by law.

Passed and adopted this 28th day of September, 2022.

**REEDY CREEK IMPROVEMENT DISTRICT**

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President, Board of Supervisors

Attest:

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Secretary, Board of Supervisors



**EXHIBIT A**  
**REIMBURSEMENT AGREEMENT**

## REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT (this "Agreement") is dated \_\_\_\_\_, 2022, and is between REEDY CREEK IMPROVEMENT DISTRICT, a public corporation of the State of Florida, and its successors in interest (the "District"), and TRUIST BANK, a North Carolina banking association, and its successors and assigns (the "Bank").

In consideration of the mutual covenants hereinafter contained the District and the Bank agree as follows:

Section 1. Definitions. The words and terms used in this Agreement shall have the meanings set forth in the recitals above and in the Letter of Credit (hereinafter defined) and the following words and terms as used in this Agreement shall have the following meanings:

"Agreement" shall mean this Reimbursement Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Beneficiary" means Duke Energy Florida, LLC.

"Bond Trust Indenture" means that certain Trust Indenture for Utility Revenue Bonds dated as of November 1, 1987, as amended and supplemented, between the District and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association), as trustee.

"Business Day" means any day except any Saturday or Sunday or day on which the Presentment Office of the Bank is lawfully closed.

"Contractual Obligation" shall mean, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or undertaking to which such Person is a party or by which it or any of its property is bound.

"Default Rate" means the lesser of (i) the sum of the Prime Rate plus 4% and (ii) the Maximum Interest Rate.

"Environmental Laws" shall mean any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, or rules, and all judgments, orders, decrees, permits, concessions, grants, franchises, licenses, permits, agreements or governmental restrictions relating to air, water or land pollution, wetlands, or the protection of the environment or the release of any materials into the environment, including air, water or land, and those related to Hazardous Materials, air emissions and discharges to waste or public systems.

"Environmental Liability" shall mean any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the System directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Event of Default" shall mean an event of default specified in Section 11 of this Agreement.

"Governmental Authority" shall mean any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Hazardous Materials" shall mean all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Letter of Credit" means the letter of credit issued by the Bank for the benefit of the Beneficiary as provided in Section 8 hereof, which shall be in the initial Stated Amount of \$3,000,000.00 and shall be in the form of Exhibit "A" hereto or as otherwise agreed by the District and the Bank.

"Maximum Interest Rate" shall mean the maximum rate of interest that may accrue on Indebtedness pursuant to applicable law.

"Notice Address" means the address specified in Section 17 or to such other address as either party may have specified in writing to the other using the procedures specified in Section 17.

"Operating Expenses" shall have the meaning set forth in the Bond Trust Indenture.

"Person" shall mean an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Power Purchase Agreement" means that certain Third Amended and Restated Transaction Schedule between Duke Energy Florida, LLC D/B/A Duke Energy and the District dated as of August 1, 2022 pursuant to the Service Agreement dated September 3, 2010 and the Cost-Based Rates Tariff CBR, FERC Electric Tariff No. 9 (CR-1).

"Presentment Office" means, with respect to the Bank, the office located at Truist Bank, Letter of Credit Department, 7701 Airport Center Drive, Suite 2600, Greensboro, North Carolina 27409 or such other office as the Bank may designate to the Beneficiary in writing.

"Prime Rate" shall mean the per annum rate which the Bank announces from time to time to be its prime rate, as in effect from time to time. The Prime Rate is a reference or benchmark rate, is purely discretionary and does not necessarily represent the lowest or best rate charged to borrowing customers. The Bank may make commercial loans or other loans at rates of interest at, above or below the Prime Rate. Each change in the Prime Rate shall be effective from and including the date such change is announced as being effective.

"Requirements of Law" shall mean as to any Person, the certificate of incorporation and bylaws of or other organizational or governing documents of such Person, and any law (including, in the case of the District, the Act), treaty, rule or regulation, or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Resolution" means Resolution No.\_\_\_\_, adopted by the Board of Supervisors of the District on September 28, 2022.

"State" means the State of Florida.

"System" shall have the meaning set forth in the Bond Trust Indenture.

Section 2. Titles and Headings. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 3. Representations and Warranties of the District. The District represents and warrants to the Bank that:

(a) Powers of District. The District is a public corporation duly organized and validly existing under the laws of the State. The District has the power to enter into and perform its obligations under this Agreement. The District is in compliance with all Requirements of Law, except to the extent that the failure to comply therewith would not, in the aggregate, have a material adverse effect on the business, operations, properties or financial or other condition of the System, and would not materially adversely affect the ability of the District to perform its obligations under the Bond Trust Indenture or hereunder.

(b) Authorization of Transaction. The District has duly adopted the Resolution and duly authorized the execution and delivery of this Agreement.

(c) Validity of Resolution, Agreement and Bond Trust Indenture. The District has all requisite power and authority and the legal right to adopt the Resolution and to make, deliver and perform this Agreement and the Bond Trust Indenture, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement and the Bond Trust Indenture. No consent or authorization of, filing with, or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement, except such consents, authorizations, filings or other acts as have been obtained, made or given. This Agreement has been duly authorized, executed and delivered on behalf of the District. The Resolution has been duly adopted by the District and is in full force and effect. This Agreement and the Bond Trust Indenture constitute legal, valid and binding obligations of the District enforceable against the District in accordance with their respective terms, subject to the effect of, and restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws affecting creditors' rights and judicial discretion and the valid exercise of the sovereign police powers of the State of Florida and of the constitutional power of the United States of America.

(d) No Violation of Law or Contract. The making and performing by the District of this Agreement does not and will not violate any applicable provision of law, and does not and will not result in a material breach of any of the terms of any agreement or instrument to which the District is a party or by which the District is bound, the breach of which could result in a material and adverse impact on the financial condition of the District or the ability of the District to perform its obligations hereunder. The execution, delivery and performance of this Agreement will not violate any Requirements of Law or any Contractual Obligation of the District.

(e) Accuracy of Financial Information. The balance sheet of District at September 30, 2021, and the related statements of revenues, expenses and changes in net assets and cash flows for the year then ended, reported on by the auditor of the District, heretofore delivered to the Bank, are complete and correct and present fairly the financial condition of the District as of such date, and the results of its operations and changes in financial position for the year then ended. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by such accountants and as disclosed therein). Since September 30, 2021, except as disclosed in writing to the Bank prior to the date hereof, there has been no material change in the business, operations, properties or financial or other condition of the System which would adversely affect the ability of the District to perform its obligations hereunder.

(f) Payments under the Power Purchase Agreement are Operating and Maintenance Expenses. The payments under the Power Purchase Agreement whether made directly by the District or by the Letter of Credit on behalf of the District will constitute payments of Operating Expenses payable from Gross Revenues under the Bond Trust Indenture.

(g) No Litigation. Except as disclosed in writing to the Bank prior to the date hereof, no litigation or proceeding or, to the knowledge of the District, investigation of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the District, threatened against the District (a) with respect to this Agreement and the Bond Trust Indenture or any of the transactions contemplated thereby or hereby, or (b) which would have a material adverse effect on the business, operations, properties or financial or other condition of the System or the ability of the District to perform its obligations under this Agreement or the Bond Trust Indenture.

(h) Default. The District is not in default under or with respect to this Agreement or the Bond Trust Indenture, or with respect to any Contractual Obligation in any respect which would be materially adverse to the business, operations, properties or financial or other condition of the System or which would materially and adversely affect the ability of the District to perform its obligations under this Agreement or the Bond Trust Indenture.

(i) ERISA Matters; Pension Plans. The District does not maintain any employee benefit plan that is subject to Title I or Title IV of ERISA.

(j) No Sovereign Immunity. The defense of sovereign immunity is not available to the District in any proceedings by the Bank to enforce any of the obligations of the District under this Agreement, except to the extent that any such proceeding seeks enforcement based on tort or similar claim and in such case such defense is available only to the extent of the waiver set forth under Florida Statutes Section 768.28 or other similarly applicable provision of law.

(k) No Proposed Legal Changes. Except for Florida S.B. 4-C, there is no amendment or proposed amendment to any law, ordinance, or regulation of the State of Florida applicable to the District, or any legislation that has passed either house of the legislature of the State of Florida, or any published judicial decision interpreting any of the foregoing, the effect of which could reasonably be expected to have a material adverse effect upon (a) the ability of the District to perform its obligations under this Agreement or the Bond Trust Indenture in any material respect or any other material contract related to the System to which any one or more of them is a party; or (b) the legality, validity or enforceability of this Agreement or the Bond Trust Indenture.

(l) Environmental Laws. The System and any of the property of the District that constitutes a part of the System is in material compliance with all applicable Environmental Laws and has not become subject to any Environmental Liability, nor does the District know of any basis for such Environmental Liability.

(m) Solvency. The District is paying its debts as they come due and, after giving effect to the obligations contemplated by this Agreement, the Gross Revenues of the System for the current and each future Fiscal Year are expected to exceed the amount required to satisfy the operations of the District as they become due in each such Fiscal Year.

(n) Not an Investment Company. The District is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(o) USA Patriot Act Notification; Government Regulation. The Bank hereby notifies the District that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107 56 (signed into law October 26, 2001)) (as amended from time to time, the "*Patriot Act*"), the Bank may be required to obtain, verify and record information that identifies the District, which information may include the name and address of the District and other information that will allow the Bank to identify the District in accordance with the Patriot Act, and the District, hereby agrees to take any action necessary to enable the Bank to comply with the requirements of the Patriot Act.

To the best knowledge of the District, the District is not in violation of any laws relating to terrorism or money laundering ("*Anti-Terrorism Laws*"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001. The District is not listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("*OFAC*"), the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Bank from making any advance or extension of credit to the District or from otherwise conducting business with the District, and the District shall not use or knowingly permit the use of advances under the Letter of Credit to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Further, the District shall comply, with all applicable Bank Secrecy Act ("*BSA*") laws and regulations, as amended. The District agrees to provide documentary and other evidence of the District's identity as may be reasonably requested by the Bank at any time to enable the Bank to verify the District's identity or to comply with any applicable law or regulation including, without limitation, Section 326 of the Patriot Act.

Section 4. Affirmative Covenants. For so long as any amount is available to be drawn under the Letter of Credit or any duty or obligation of the District to the Bank hereunder remains unpaid or unperformed, the District covenants to the Bank as follows:

(a) Payment. The District shall pay the amounts due to the Bank hereunder at the time and place and in the manner provided herein.

(b) Maintenance of Existence. The District will take all legal action within its control in order to maintain its existence and if dissolved in accordance with Section 189.0311(2), Florida Statutes, this Agreement shall automatically be an obligation of any successor entity which shall operate the System, without any further actions by the Bank or the successor organization. The District will take all legal actions in order to ensure that in accordance with Section 189.0311, (i) it is either reestablished as a special district after June 1, 2023 or (ii) the operations of the System be

transferred to, another governmental entity which shall operate the System and assume the obligations under this Agreement.

(c) Records. All records of the District with respect to the Gross Revenues (as defined in the Bond Trust Indenture), the Letter of Credit and this Agreement shall be open to inspection by the Bank or its representatives at all reasonable times at the offices of the District.

(d) Financial Statements. The District will cause an audit to be completed of its books and accounts and shall furnish to the Bank audited year-end financial statements of the District certified by an independent certified public accountant to the effect that such audit has been conducted in accordance with generally accepted auditing standards and stating whether such financial statements present fairly in all material respects the financial position of the District, all in conformity with generally accepted accounting principles applied on a consistent basis. The District shall provide the Bank with the District's audited financial statements for each fiscal year within 270 days after the end thereof.

(e) Material Adverse Change. The District shall promptly inform the Bank in writing of any circumstance that is reasonably expected by the District to have a material and adverse effect upon the ability of the District to perform its obligations under this Agreement.

(f) Insurance. The District shall maintain such liability, casualty and other insurance, including self-insurance, as is reasonable and prudent for its operations.

(g) Compliance with Laws. The District shall comply with all applicable federal, state and local laws and regulatory requirements, the violation of which could reasonably be expected to have a material and adverse effect upon the ability of the District to perform its obligations under this Agreement.

(h) Federal Reserve Regulations. Amounts advanced under the Letter of Credit will not be used for the purpose, whether immediate, incidental or ultimate, to purchase or carry any margin stock (within the meaning of Regulation U) or for any other purpose which would violate any of the regulations of the Board of Governors of the Federal Reserve System.

(i) Notice of Defaults. The District shall provide notice to the Bank of an "event of default" under the Bond Trust Indenture and the Power Purchase Agreement.

(j) Power to Fix and Collect Rates, Fees and Charges. The District has, and except due to a change in law, will have good right and lawful power to establish and collect rates, fees and charges with respect to the use and the sale of the capacity, output or service of the System subject to the terms of contracts relating thereto and subject to the jurisdiction of any applicable regulatory authority.

(k) Sovereign Immunity. The District represents and agrees that sovereign immunity from suit and liability for the purposes of adjudicating a contractual claim to enforce its duties and obligations under this Agreement is not available, except to the extent any such proceeding seeks enforcement based on tort or similar claim, in which case the defense of sovereign immunity is available except to the extent of the limited waiver set forth under Section 768.28, Florida Statutes, as amended.

Section 5. Payment of Obligations. The District will promptly pay its obligations to the Bank hereunder at the place, on the dates and in the manner provided herein.

Section 6. Officers and Employees of the District Exempt from Personal Liability. No recourse upon any obligation, covenant or agreement of the District in this Agreement or for any claim based thereon or otherwise in respect thereof, shall be had against any officer or employee, as such, of the District past, present or future, it being expressly understood (a) that the obligation of the District under this Agreement is solely a corporate one, and (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the officers or employees, as such, of the District, by reason of the obligations, covenants or agreements contained in this Agreement and.

Section 7. Business Days. In any case where the due date of any payment by the District to the Bank hereunder is not a Business Day, then payment need not be made on such date but may be made on the next succeeding Business Day, and such extension of time shall be included in computing interest or fees, if any, in connection with such payment or action.

Section 8. Letter of Credit.

(a) On the date hereof the Bank will issue the Letter of Credit with an initial "Expiration Date" of January 31, 2025 (the "Initial Expiration Date"). The Expiration Date will not be extended unless the Bank in its sole and absolute discretion determines in writing to extend the Expiration Date of Letter of Credit by giving notice as provided in the Letter of Credit.

(b) The Bank shall have no liability to the District for not extending the Expiration Date in accordance with the Letter of Credit.

(c) The Bank shall promptly notify the District by telephone, telefacsimile or other electronic communication of any drawing under a Letter of Credit and of the anticipated date (the "Payment Date") that payment of such drawing is to be made by the Bank. On the Payment Date, the Bank shall confirm to the District by telephone, telefacsimile or other electronic communication that payment of the drawing is to be made by the Bank on such date.

(d) Any amount drawn and paid under the Letter of Credit shall immediately and permanently reduce the amount remaining to be drawn thereunder.

(e) In determining whether to honor any drawing under the Letter of Credit, the Bank shall be responsible only to determine that the documents and certificates required to be delivered under the Letter of Credit have been delivered by the beneficiary thereof and that they materially comply on their face with the requirements of the Letter of Credit. The District otherwise assumes all risks of the acts and omissions of, or misuse of the Letter of Credit by the beneficiary of the Letter of Credit. Except in the event of the Bank's gross negligence or willful misconduct, the Bank shall not be responsible (i) for the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by the beneficiary in connection with the application for and issuance of, or any drawing honored under, the Letter of Credit even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged; (ii) for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign the Letter of Credit, or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason; (iii) for errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex, telecopy or otherwise, whether or not they be in cipher; (iv) for errors in interpretation of technical terms;



(v) for any loss or delay in the transmission or otherwise of any document required in order to make a drawing under the Letter of Credit, or the proceeds thereof; (vi) for the misapplication by the beneficiary of the Letter of Credit, of the proceeds of any drawing honored under the Letter of Credit; and (vii) for any consequences arising from causes beyond the control of the Bank. None of the above shall affect, impair or prevent the vesting of any of the Bank's rights or powers hereunder. Without limitation of the foregoing, any action taken or omitted to be taken by the Bank under or in connection with the Letter of Credit, if taken or omitted in the absence of gross negligence or willful misconduct, shall not create against the Bank any liability to the District.

Section 9. Repayment Terms.

(a) The District shall pay the Bank an amount equal to any sum drawn under the Letter of Credit by 4:00 p.m. (Orlando, Florida time) on the same day on which the Bank honors and pays the drawing, so long as notice is provided to the District by the Bank promptly on the day of such drawing and payment.

(b) All payments by the District under this Agreement shall be made to the Bank at its Presentment Office, in lawful money of the United States of America and in immediately available funds. All payments shall be made without set off, recoupment, defense, reduction or deduction (including without limitation, any reduction or deduction for any present or future tax, levy, impost, charge, withholding, or any liability with respect thereto).

(c) All payments hereunder shall be applied first to interest accrued to the date of payment pursuant to Section 9(d) and next to the unpaid principal balance; provided, however, in the event an Event of Default occurs, payments shall be applied first to any costs or expenses, including attorneys' fees, that the Bank may incur in exercising its rights under this Agreement, as the Bank may determine.

(d) Any amount not paid when due will bear interest at the Default Rate payable on demand.

(e) The Bank shall maintain in accordance with its usual practice an account or accounts evidencing the obligations of the District resulting from each drawing under the Letter of Credit made from time to time hereunder and the amounts payable and paid by the District from time to time hereunder. In any legal action or proceeding in respect of this Agreement, the entries made in such account or accounts shall be conclusive evidence of the existence and amounts of the obligations of the District therein recorded, absent manifest error.

Section 10. Fees.

(a) The District shall pay to the Bank a fee of \$\_\_\_\_\_ through the Initial Expiration Date. For each renewal period thereafter, the District shall pay to the Bank an annual nonrefundable letter of credit fee in the amount of .90% (90 basis points) of the Stated Amount of the Letter of Credit (without regard to any reductions of the Stated Amount which are subject to reinstatement) (the "Letter of Credit Fee"), payable in advance on the date of such renewal and on each anniversary thereof while such Letter of Credit remains in effect. The Letter of Credit Fee due on any subsequent payment date shall be the amount accrued from and including the next preceding payment date to but excluding such subsequent payment date; provided, however, that if the Bank's credit rating shall be reduced below "A-" by S&P or below "A3" by Moody's, and the District is required under the Power Purchase Agreement to provide a substitute letter of credit

to replace the Letter of Credit, the Bank agrees to refund the portion of the Letter of Credit Fee on a pro rata basis for the remaining term of the Letter of Credit from the date the Letter of Credit is returned to the Bank by the Beneficiary.

(b) If the Letter of Credit is terminated or the Stated Amount thereof is permanently reduced, then the District will pay the Bank an amount (the "Termination Fee"), in addition to any amount required by Section 10, equal to the Letter of Credit Fee, that would have been paid on the portion of the Stated Amount so terminated or reduced from and including the date of termination or reduction to but not including the Expiration Date. The Termination Fee shall be paid within ten Business Days (10) after written demand therefor by the Bank.

(c) The District agrees to pay the Bank on demand a fee in the amount of \$150.00 in connection with each draw upon a Letter of Credit.

(d) The District agrees to pay to the Bank an administrative fee in the amount of \$2,500 (i) on the date of each transfer of the Letter of Credit to a successor beneficiary and (ii) on the date of any amendment hereto, waiver hereof or consent hereunder in any case requested by the District, in each case together with any associated expenses of the Bank, including but not limited to reasonable attorney's fees and expenses.

(e) The District will pay the fee of counsel to the Bank, Holland & Knight LLP, in the amount of \$25,000, on the date hereof.

(f) All amounts owing under this Agreement shall be payable as an Operating Expense pursuant to the Bond Trust Indenture.

Section 11. Default. An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The District shall fail to make any payment of an amount due hereunder when the same shall be due and payable; or

(b) The District shall default in the performance of or compliance with any term or covenant contained in this Agreement, other than a term or covenant a default in the performance of which or noncompliance with which is elsewhere specifically dealt with, which default or non-compliance shall continue and not be cured within thirty days after notice thereof to the District by the Bank.

Section 12. Conditions to Bank's Commitment. The obligation of the Bank to issue and deliver the Letter of Credit is subject to the satisfaction, or waiver, of each of the following conditions on or before the date hereof, to the satisfaction of the Bank in its sole discretion, and as to any agreement, document or instrument specified below, each in form and substance satisfactory to the Bank:

(a) an executed original of this Agreement;

(b) a certificate of an authorized officer certifying that on and as of the date hereof (i) each of the District's representations and warranties contained herein (or incorporated herein) is true and correct, (ii) no default or Event of Default has occurred and is continuing, (iii) since September 30, 2021 there has been no material adverse change in the financial condition,

operations, business, properties or prospects of the District, and (iv) no transactions or obligations shall have been entered into by the District subsequent to the date of the District's most recent audited financial statements relating to the System that could reasonably be expected to have a material adverse effect on the financial condition, operations, business, properties or prospects of the System, taken as a whole, or which could reasonably be expected to have a material adverse effect on the security for any of the Bonds or the District's ability to repay when due its obligations under this Agreement;

(c) a certificate of the President and Secretary of the District certifying the names, the titles and the signatures of each of the officers authorized to execute and deliver this Agreement;

(d) an opinion of Greenberg Traurig, LLP, special counsel to the District;

(e) a certified copy of the Resolution;

(f) a copy of the Bond Trust Indenture, together with a certificate of the Secretary of the District, dated the date hereof, certifying that the Bond Trust Indenture is in full force and effect on the date hereof and that there has been no other amendment or supplement of, or modification to, any provision thereof, except as set forth in the certificate;

(g) all amounts payable to the Bank and the Bank's counsel on the date hereof shall have been received; and

(h) such further documentation, certifications or opinions as the Bank may reasonably request in connection with matters arising under this Agreement.

Section 13. No Waiver; Cumulative Remedies. No failure or delay on the part of the Bank in exercising any right, power, remedy hereunder shall operate as a waiver of the Bank's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 14. Amendments, Changes or Modifications to the Agreement. This Agreement shall not be amended, changed or modified except in writing signed by the Bank and the District.

Section 15. Expenses. (a) The District shall pay all out-of-pocket expenses of the Bank, including fees and disbursements of counsel for the Bank, in connection with the preparation of this Agreement, any waiver or consent hereunder or thereunder or any amendment hereof or thereof or any default hereunder. To the fullest extent permitted by applicable law, the District agrees to indemnify the Bank and hold the Bank harmless from and against any and all liabilities, losses, damages, costs and expenses of any kind including, without limitation, the reasonable fees and disbursements of counsel, which may be incurred by the Bank in connection with any investigative, administrative or judicial proceeding (whether or not the Bank shall be designated a party thereto) relating to or arising out of this Agreement; *provided, however*, that the Bank shall not have the right to be indemnified hereunder for its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment.

Section 16. References to Bank. Except with the written consent of the Bank, this agreement shall not be filed on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor or similar system.

Section 17. Notices. All notices, requests and other communications hereunder shall be in electronic, telephonic or written form (including facsimile) and shall be given to the party to whom addressed, at its address or telephone or facsimile number or e-mail address set forth below, or such other address or telephone or facsimile number or e-mail address as such party may hereafter specify for the purpose by notice to the other parties listed below. Each such notice, request or communication shall be effective (i) if given by telephone, when given to the number indicated below to a Person which the transmitting party reasonably believes to be an authorized representative of the party to whom the notice is directed, (ii) if given by facsimile, when such communication is transmitted to the address specified below and the appropriate answerback is received, (iii) if given by mail, three (3) days after such communication is deposited in the United States mail with first class postage prepaid, addressed as aforesaid or (iv) if given by any other means, when delivered at the address specified below:

As to the District: Reedy Creek Improvement District  
1900 Hotel Plaza Blvd.  
Lake Buena Vista, Florida 32830  
Attention: Christopher M. Quinn, CFO/Comptroller  
Phone: 407-284-8070  
Email: [cquinn@rcid.org](mailto:cquinn@rcid.org)

As to the Bank: Truist Bank  
333 S. Garland Avenue, 17th Floor  
Orlando, Florida 32801  
Attn: Brian S. Orth, Senior Vice President  
Phone: 407-237-6764  
Email: [Brian.Orth@truist.com](mailto:Brian.Orth@truist.com)

All notices given by telephone, facsimile or other electronic means (other than e-mail) shall be confirmed in writing as promptly as practicable. All notices given to the Bank shall be given to the attention stated above or to any other attention or person(s) from time to time designated by the Bank in a written certificate of the Bank furnished to the District, signed on behalf of the Bank.

Section 18. Usury. The Bank shall not be entitled to receive payment of interest in excess of the Maximum Interest Rate. If the Bank receives less interest during any period than it would be entitled to receive hereunder but for the applicability of the Maximum Interest Rate, during any subsequent period in which the rate of interest to which the Bank is otherwise entitled hereunder is less than such Maximum Interest Rate, the Bank shall instead receive interest at a rate equal to the Maximum Interest Rate until the Bank has received, in the aggregate, the amount of interest due the Bank hereunder.

Section 19. Continuing Obligations. This Agreement is a continuing obligation of the District and shall, until the date on which all amounts due and owing to the Bank hereunder shall have been paid in full, (a) be binding upon the District, its successors and assigns and (b) inure to the benefit of and be enforceable by the Bank and its successors, transferees and assigns.

Section 20. Arm's-Length Transaction. The District acknowledges and agrees that (a) the transactions contemplated by this Agreement are an arm's-length commercial transaction between the District and the Bank, (b) in connection with such transactions, the Bank is acting solely as a principal and not as an agent or a fiduciary of the District, (c) with respect to making advances hereunder or the process leading thereto (whether or not the Bank, or any Affiliate of the Bank, has advised or is currently advising the District on other matters), the Bank has not assumed (individually or collectively) a fiduciary responsibility in favor of the District or any other obligation of the District except the obligations expressly set forth in this Agreement and (d) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the transactions contemplated by this Agreement.

Section 21. No Advisory or Fiduciary Responsibility. In connection with all aspects of the transactions contemplated by this Agreement (including in connection with any amendment, waiver or other modification of this Agreement), the District acknowledges and agrees that: (a)(i) any arranging, structuring and other services regarding this Agreement provided by the Bank or any affiliate of the Bank are arm's length commercial transactions between the District on the one hand, and the Bank and any affiliate of the Bank on the other hand, (ii) the Bank is not recommending that the District take an action with respect to the transaction described in this Agreement and before taking any action with respect to such transaction the District has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the District is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement; (b)(i) the Bank and each affiliate of the Bank is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent or fiduciary for the District or any other Person, (ii) neither the Bank nor any Affiliate of the Bank has any obligation to the District with respect to the transactions contemplated by this Agreement, except those obligations expressly set forth in this Agreement and (iii) the Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank or any of its affiliates has provided other services or is currently providing other services to the District on other matters); and (c) the Bank and each affiliate of the Bank may be engaged in a broad range of transactions that involve interests that differ from those of the District, and neither the Bank nor any affiliate of the Bank has any obligation to disclose any of such interests to the District.

Section 22. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 23. Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 24. Term of Agreement. Except as otherwise specified in this Agreement, this Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the District in connection herewith shall be in full force and effect from the

date hereof and shall continue in effect until the Letter of Credit have terminated and no amounts are owed to the Bank hereunder.

Section 25. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be sent to the Notice Address.

Section 26. Applicable Law; Venue. This Agreement shall be construed pursuant to and governed by the substantive laws of the State.

Section 27. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. Subject to the provisions of Section 4(b) hereof, the District shall have no rights to assign any of its rights or obligations hereunder without the prior written consent of the Bank.

Section 28. No Third Party Beneficiaries. It is the intent and agreement of the parties hereto that this Agreement is solely for the benefit of the parties hereto and no person not a party hereto shall have any rights or privileges hereunder.

Section 29. Entire Agreement. Except as otherwise expressly provided, this Agreement embodies the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

Section 30. Further Assurances. The parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements or instruments and shall cooperate with one another in all respects for the purpose of the transactions contemplated by this Agreement.

Section 31. Waiver of Jury Trial; Venue. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or any other document executed in connection herewith or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other person has represented, expressly or otherwise, that such other person would not, in the event of litigation, seek to enforce the foregoing waiver, (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the other documents contemplated hereby by, among other things, the mutual waivers and certifications in this section, and (c) certifies that this waiver is knowingly, willingly and voluntarily made. In the event of any legal proceedings arising out of or related to this Agreement, the District and the Bank consent to the jurisdiction and venue of any court located or having jurisdiction in Orange County, Florida.

[Signature page follows]

TRUIST BANK

By: \_\_\_\_\_

Name: Brian S. Orth

Title: Senior Vice President

REEDY CREEK IMPROVEMENT DISTRICT

By: \_\_\_\_\_

Name: Laurence C. Hames

Title: President, Board of Supervisors

ATTEST:

By: \_\_\_\_\_

Name: John H. Classe, Jr.

Title: Secretary

EXHIBIT A

IRREVOCABLE STANDBY LETTER OF CREDIT NO.: \_\_\_\_\_

ISSUANCE DATE: \_\_\_\_\_, 2022

APPLICANT:

Reedy Creek Improvement District  
1900 Hotel Plaza Blvd.  
Lake Buena Vista, Florida 32830  
Attention: Christopher M. Quinn, CFO/Comptroller

BENEFICIARY:

Duke Energy Florida, LLC  
400 South Tryon Street, ST30  
Charlotte, NC 28202  
Attention: Chief Risk Officer

FOR: \$3,000,000.00  
(THREE MILLION DOLLARS)

DATE OF EXPIRATION: January 31, 2025 (the "Expiration Date")

PLACE OF EXPIRATION: AT OUR COUNTERS

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_ IN YOUR FAVOR FOR ACCOUNT OF THE ABOVE-REFERENCED APPLICANT AVAILABLE BY YOUR DRAFTS DRAWN ON US PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF THE AMOUNT REFERENCED ABOVE WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND BENEFICIARY'S DATED CERTIFICATE PURPORTEDLY SIGNED BY ONE OF ITS OFFICIALS IN THE FORM ATTACHED AS ATTACHMENT A HERETO WITH APPROPRIATE BLANKS COMPLETED, ON OR BEFORE THE EXPIRATION DATE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT. PARTIAL DRAWINGS UNDER THIS LETTER OF CREDIT ARE PERMITTED.

**THIS LETTER OF CREDIT SHALL BE DEEMED AUTOMATICALLY TERMINATED ON THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 30 DAYS PRIOR TO ANY EXPIRATION DATE WE SEND WRITTEN NOTICE TO YOU THAT WE ELECT TO EXTEND THIS LETTER OF CREDIT FOR A SPECIFIED ADDITIONAL PERIOD.**

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT IS TRANSFERABLE AND MAY BE TRANSFERRED IN ITS ENTIRETY, BUT NOT IN PART, AND MAY BE SUCCESSIVELY TRANSFERRED BY BENEFICIARY OR ANY TRANSFEREE OF BENEFICIARY HEREUNDER TO A SUCCESSOR TRANSFEREE(S). TRANSFER UNDER THIS LETTER OF CREDIT TO SUCH TRANSFEREE SHALL BE EFFECTED UPON



PRESENTATION TO US OF THE ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS HERETO, ACCOMPANIED BY OUR TRANSFER FORM, APPROPRIATELY COMPLETED.

ALL DRAFTS MUST REFERENCE THIS NUMBER AND ISSUE DATE OF THIS CREDIT.

THIS LETTER OF CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 PUBLICATION 590. MATTERS NOT ADDRESSED BY ISP98 SHALL BE GOVERNED BY THE STATE OF FLORIDA.

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AND DELIVERY OF THE DOCUMENTS SPECIFIED ABOVE TO THE BELOW ADDRESS ON OR BEFORE JANUARY 31, 2025 OR ANY EXPIRATION DATE TO WHICH THIS LETTER OF CREDIT IS EXTENDED IN THE SOLE DISCRETION OF THE BANK.

PAYMENTS UNDER THIS LETTER OF CREDIT WILL BE DULY MADE TO THE BENEFICIARY AGAINST THE ABOVE REQUIRED DOCUMENTS PRESENTED IN CONFORMITY WITH THE TERMS OF THIS LETTER OF CREDIT NO LATER THAN 1:00 P.M. ON A BUSINESS DAY THAT IS THREE (3) BUSINESS DAYS FOLLOWING A COMPLYING PRESENTATION WHICH HAS BEEN PRESENTED TO US PRIOR TO 1:00 P.M. ON A BUSINESS DAY. PRESENTATION OF DRAFTS AFTER 1:00 P.M. WILL BE TREATED AS RECEIVED ON THE NEXT BUSINESS DAY.

ALL DOCUMENTS ARE TO BE REMITTED TO: TRUIST BANK, LETTER OF CREDIT DEPARTMENT, 7701 AIRPORT CENTER DRIVE, SUITE 2600, GREENSBORO, NC 27409.

UNLESS OTHERWISE INSTRUCTED HEREIN, ALL CORRESPONDENCE AND INQUIRIES REGARDING THIS TRANSACTION SHOULD BE DIRECTED TO OUR LETTER OF CREDIT AND TRADE SERVICES CUSTOMER SERVICE CENTER AT THE ADDRESS PROVIDED IN THIS LETTER. PLEASE INDICATE OUR REFERENCE NUMBER IN ALL YOUR CORRESPONDENCE OR TELEPHONE INQUIRIES.

SINCERELY,

TRUIST BANK

---

AUTHORIZED SIGNATURE

ATTACHMENT A

*Drawing Certificate*

IRREVOCABLE NON-TRANSFERABLE STANDBY LETTER OF CREDIT  
NO. \_\_\_\_\_

DRAWING CERTIFICATE

Truist Bank  
Letter of Credit Department  
7701 Airport Center Drive, Suite 2600  
Greensboro, North Carolina 27409

Reedy Creek Improvement District  
1900 Hotel Plaza Blvd.  
Lake Buena Vista, Florida 32830  
Attention: Christopher M. Quinn, CFO/Comptroller

Subject: Irrevocable Non-transferable Standby Letter of Credit  
Reference Number: \_\_\_\_\_

The undersigned \_\_\_\_\_, an authorized representative of Duke Energy Florida, LLC (the "Beneficiary"), certifies to Truist Bank (the "Bank") and Reedy Creek Improvement District (the "Applicant"), with reference to Irrevocable Standby Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 2022 (the "Letter of Credit"), issued by the Bank in favor of the Beneficiary, as follows as of the date hereof:

1. The Beneficiary is entitled to draw under the Letter of Credit an amount equal to \$ \_\_\_\_\_ because a default in a payment under that certain Power Purchase Agreement (as defined in the Reimbursement Agreement dated \_\_\_\_\_, 2022 between the Bank and the Applicant), with respect to the Applicant has occurred.
2. Based upon the foregoing, the Beneficiary makes demand under the Letter of Credit for payment of U.S. DOLLARS AND \_\_\_\_\_ 100ths (U.S.\$ \_\_\_\_\_), which amount does not exceed (i) the amount set forth in paragraph 1 above, and (ii) the available amount under the Letter of Credit as of the date hereof.
3. Funds paid pursuant to the provisions of the Letter of Credit shall be wire transferred to the Beneficiary in accordance with the following instructions:

Unless otherwise provided herein, capitalized terms which are used and not defined herein shall have the meaning given each such term in the Letter of Credit.

IN WITNESS WHEREOF, this Certificate has been duly executed and delivered on behalf of the Beneficiary by its authorized representative as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Beneficiary: DUKE ENERGY FLORIDA, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#176408843\_v10 622301.00238

# **EXHIBIT E**



**FINAL ANNUAL BUDGET  
GENERAL AND DEBT SERVICE FUNDS  
FISCAL YEAR 2023**

	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET
<b>REVENUES</b>			
Ad valorem taxes	164,064,758	161,997,217	179,113,743
Interest Income	225,500	47,980	192,400
Permits & fees	3,750,000	3,433,536	3,250,000
Lab fees	175,000	104,634	110,000
Interlocal Agreements	447,000	446,263	-
Other	350,000	340,345	350,000
<b>Total revenues</b>	<b>169,012,258</b>	<b>166,369,975</b>	<b>183,016,143</b>
<b>OPERATING EXPENDITURES</b>			
Labor	53,572,597	53,059,127	56,344,751
Other Expense	62,068,443	49,762,619	64,848,368
Capital Outlay	3,674,900	3,028,224	7,929,000
<b>Total operating expenditures</b>	<b>119,315,940</b>	<b>105,849,970</b>	<b>129,122,119</b>
<b>NET OPERATING EXCESS (DEFICIENCY)</b>	<b>49,696,318</b>	<b>60,520,005</b>	<b>53,894,024</b>
<b>NON-OPERATING SOURCES AND USES</b>			
Transfer in from Drainage Reserve	(1,460,000)	(660,000)	(1,900,000)
Debt Service	58,530,160	58,529,725	58,530,252
Insurance	2,350,000	2,249,949	2,600,000
<b>Net non-operating sources and uses</b>	<b>59,420,160</b>	<b>60,119,674</b>	<b>59,230,252</b>
<b>Total expenditures</b>	<b>178,736,100</b>	<b>165,969,644</b>	<b>188,352,371</b>
<b>NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>(9,723,842)</b>	<b>400,331</b>	<b>(5,336,228)</b>
<b>BEGINNING FUND BALANCE</b>	<b>30,851,532</b>	<b>30,112,157</b>	<b>30,512,488</b>
<b>ENDING FUND BALANCE</b>	<b>21,127,690</b>	<b>30,512,488</b>	<b>25,176,260</b>
<b>MILLAGE RATE</b>			
General Operating	8.6641	8.6641	9.2600
Debt Service	4.9100	4.9100	4.6400
<b>Total millage rate</b>	<b>13.5741</b>	<b>13.5741</b>	<b>13.9000</b>
<b>TOTAL RCID ASSESSED VALUE</b>	<b>12,590,211,455</b>	<b>12,432,754,098</b>	<b>13,422,792,526</b>
		1 MILL =	12,885,881
<b>PERSONNEL</b>			
Management	48	47	50
Clerical	17	16	16
Departmental operating	312	323	321
Other Funding Sources	5	6	9
<b>Total personnel</b>	<b>382</b>	<b>392</b>	<b>396</b>

**REEDY CREEK IMPROVEMENT DISTRICT  
ANNUAL BUDGET  
FISCAL YEAR 2023**

	GENERAL FUND			DEBT SERVICE FUND			TOTAL		
	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET
<b>REVENUES</b>									
Ad valorem taxes	104,719,537	103,368,983	119,323,256	59,345,221	58,628,233	59,790,487	164,064,758	161,997,217	179,113,743
Interest Income	158,000	35,340	135,000	67,500	12,640	57,400	225,500	47,980	192,400
Permits & fees	3,750,000	3,433,536	3,250,000	-	-	-	3,750,000	3,433,536	3,250,000
Lab fees	175,000	104,634	110,000	-	-	-	175,000	104,634	110,000
Interlocal Agreements	447,000	446,263	-	-	-	-	447,000	446,263	-
Other	350,000	340,345	350,000	-	-	-	350,000	340,345	350,000
<b>Total revenues</b>	<b>109,599,537</b>	<b>107,729,101</b>	<b>123,168,256</b>	<b>59,412,721</b>	<b>58,640,873</b>	<b>59,847,887</b>	<b>169,012,258</b>	<b>166,369,975</b>	<b>183,016,143</b>
<b>OPERATING EXPENDITURES</b>									
Labor	53,572,597	53,059,127	56,344,751	-	-	-	53,572,597	53,059,127	56,344,751
Other Expense	62,068,443	49,762,619	64,848,368	-	-	-	62,068,443	49,762,619	64,848,368
Capital Outlay	3,674,900	3,028,224	7,929,000	-	-	-	3,674,900	3,028,224	7,929,000
<b>Total operating expenditures</b>	<b>119,315,940</b>	<b>105,849,970</b>	<b>129,122,119</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>119,315,940</b>	<b>105,849,970</b>	<b>129,122,119</b>
<b>NET OPERATING EXCESS (DEFICIENCY)</b>	<b>(9,716,403)</b>	<b>1,879,131</b>	<b>(5,953,863)</b>	<b>59,412,721</b>	<b>58,640,873</b>	<b>59,847,887</b>	<b>49,696,318</b>	<b>60,520,005</b>	<b>53,894,024</b>
<b>NON-OPERATING SOURCES AND USES</b>									
Debt Service	-	-	-	58,530,160	58,529,725	58,530,252	58,530,160	58,529,725	58,530,252
Drainage reserves	(1,460,000)	(660,000)	(1,900,000)	-	-	-	(1,460,000)	(660,000)	(1,900,000)
Insurance	2,350,000	2,249,949	2,600,000	-	-	-	2,350,000	2,249,949	2,600,000
<b>Net non-operating sources and uses</b>	<b>890,000</b>	<b>1,589,949</b>	<b>700,000</b>	<b>58,530,160</b>	<b>58,529,725</b>	<b>58,530,252</b>	<b>59,420,160</b>	<b>60,119,674</b>	<b>59,230,252</b>
<b>Total expenditures</b>	<b>120,205,940</b>	<b>107,439,919</b>	<b>129,822,119</b>	<b>58,530,160</b>	<b>58,529,725</b>	<b>58,530,252</b>	<b>178,736,100</b>	<b>165,969,644</b>	<b>188,352,371</b>
<b>NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>(10,606,403)</b>	<b>289,182</b>	<b>(6,653,863)</b>	<b>882,561</b>	<b>111,148</b>	<b>1,317,635</b>	<b>(9,723,842)</b>	<b>400,331</b>	<b>(5,336,228)</b>
<b>BEGINNING FUND BALANCE</b>	<b>30,623,379</b>	<b>29,893,837</b>	<b>30,183,019</b>	<b>228,153</b>	<b>218,320</b>	<b>329,468</b>	<b>30,851,532</b>	<b>30,112,157</b>	<b>30,512,488</b>
<b>ENDING FUND BALANCE</b>	<b>20,016,976</b>	<b>30,183,019</b>	<b>23,529,156</b>	<b>1,110,714</b>	<b>329,468</b>	<b>1,647,104</b>	<b>21,127,690</b>	<b>30,512,488</b>	<b>25,176,260</b>
<b>MILLAGE RATE</b>									
General Operating	8.6641	8.6641	9.2600	-	-	-	8.6641	8.6641	9.2600
Debt Service	-	-	-	4.9100	4.9100	4.6400	4.9100	4.9100	4.6400
<b>Total millage rate</b>	<b>8.6641</b>	<b>8.6641</b>	<b>9.2600</b>	<b>4.9100</b>	<b>4.9100</b>	<b>4.6400</b>	<b>13.5741</b>	<b>13.5741</b>	<b>13.9000</b>
<b>TOTAL RCID ASSESSED VALUE</b>									
								1 MILL =	12,885,881
<b>PERSONNEL</b>									
Management	48	47	50	-	-	-	48	47	50
Clerical	17	16	16	-	-	-	17	16	16
Departmental operating	312	323	321	-	-	-	312	323	321
Other Funding Sources	5	6	9	-	-	-	5	6	9
<b>Total personnel</b>	<b>382</b>	<b>392</b>	<b>396</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>382</b>	<b>392</b>	<b>396</b>

**ANNUAL BUDGET  
GENERAL FUND  
FISCAL YEAR 2023**

	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET
<b>REVENUES</b>			
Ad valorem taxes	104,719,537	103,368,983	119,323,256
Interest Income	158,000	35,340	135,000
Permits & fees	3,750,000	3,433,536	3,250,000
Lab fees	175,000	104,634	110,000
Intergovernmental Revenue	447,000	446,263	-
Other	350,000	340,345	350,000
Total revenues	<u>109,599,537</u>	<u>107,729,101</u>	<u>123,168,256</u>
<b>OPERATING EXPENDITURES</b>			
Labor	53,572,597	53,059,127	56,344,751
Other Expense	62,068,443	49,762,619	64,848,368
Capital Outlay	3,674,900	3,028,224	7,929,000
Total operating expenditures	<u>119,315,940</u>	<u>105,849,970</u>	<u>129,122,119</u>
<b>NET OPERATING EXCESS (DEFICIENCY)</b>	(9,716,403)	1,879,131	(5,953,863)
<b>NON-OPERATING SOURCES AND USES</b>			
Drainage reserves	(1,460,000)	(660,000)	(1,900,000)
Insurance	2,350,000	2,249,949	2,600,000
Net non-operating sources and uses	<u>890,000</u>	<u>1,589,949</u>	<u>700,000</u>
<b>NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(10,606,403)	289,182	(6,653,863)
<b>BEGINNING FUND BALANCE</b>	30,623,379	29,893,837	30,183,019
<b>ENDING FUND BALANCE</b>	<u><u>20,016,976</u></u>	<u><u>30,183,019</u></u>	<u><u>23,529,156</u></u>
<b>ENDING FUND BALANCE DETAIL</b>			
Reserve for Prop Appr Settlements	4,000,000	4,000,000	5,000,000
Fund Balance Minimum	16,000,000	16,000,000	18,500,000
Available Fund Balance	16,976	10,183,019	29,156
<b>ENDING FUND BALANCE</b>	<u><u>20,016,976</u></u>	<u><u>30,183,019</u></u>	<u><u>23,529,156</u></u>
<b>MILLAGE RATE</b>			
General Operating	8.6641	8.6641	9.2600
<b>TOTAL RCID ASSESSED VALUE</b>	12,590,211,455	12,432,754,098	13,422,792,526
		1 MILL =	12,885,881
<b>PERSONNEL</b>			
Management	48	47	50
Clerical	17	16	16
Departmental operating	312	323	321
Other Funding Sources	5	6	9
Total personnel	382	392	396

**ANNUAL BUDGET  
DEBT SERVICE FUND  
FISCAL YEAR 2023**

	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET
<b>REVENUES</b>			
Ad valorem taxes	59,345,221	58,628,233	59,790,487
Interest Income	67,500	12,640	57,400
	59,412,721	58,640,873	59,847,887
<b>NON-OPERATING TRANSFERS AND EXPENDITURES</b>			
Debt Service			
2013-A	13,682,000	13,682,000	13,681,500
2013-B	4,821,100	4,821,100	4,819,500
2015-A	2,138,000	2,138,000	2,136,000
2016-A	10,209,000	10,209,000	10,213,500
2017-A	15,412,950	15,412,950	15,413,450
2020-A	12,251,110	12,251,110	12,250,302
Other Debt Service Costs	16,000	15,565	16,000
Total non-operating transfers and expenditures	58,530,160	58,529,725	58,530,252
<b>NON-OPERATING SOURCES AND USES</b>			
Issue Costs	-	-	-
Bond Proceeds	-	-	-
Payments to Escrow Agents	-	-	-
	-	-	-
Total expenditures	58,530,160	58,529,725	58,530,252
<b>NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	882,561	111,148	1,317,635
<b>BEGINNING FUND BALANCE</b>	228,153	218,320	329,468
<b>ENDING FUND BALANCE</b>	1,110,714	329,468	1,647,104
<b>ENDING FUND BALANCE DETAIL</b>			
Reserve for Prop Appr Settlements	-	-	-
Fund Balance Minimum	1,000,000	1,000,000	1,000,000
Available Fund Balance	110,714	(670,532)	647,104
<b>ENDING FUND BALANCE</b>	1,110,714	329,468	1,647,104
<b>MILLAGE RATE</b>			
Debt Service	4.9100	4.9100	4.6400
<b>TOTAL RCID ASSESSED VALUE</b>	12,590,211,455	12,432,754,098	13,422,792,526
		1 MILL =	12,885,881



**REEDY CREEK IMPROVEMENT DISTRICT  
FY 2023 BUDGET SUMMARY**

ANNUAL BUDGET	<u>FY 2022 BUDGET</u>	<u>FY 2022 PROJECTED ACTUAL</u>	<u>FY 2023 BUDGET</u>
<b>LABOR</b>			
Management	10,123,319	9,554,795	10,398,825
Clerical	1,328,841	1,215,721	1,273,775
Departmental operating	41,120,434	41,288,609	43,672,153
OPEB Contribution	1,000,000	1,000,000	1,000,000
<b>Total labor</b>	<b>53,572,594</b>	<b>53,059,127</b>	<b>56,344,753</b>
<b>OTHER EXPENDITURES</b>			
Advertising	17,500	14,676	18,900
Dues & subscriptions	71,203	51,003	97,425
Employee relations	3,291,700	2,713,730	3,153,000
Equipment rentals	428,500	374,154	442,950
Gas, oil & accessories	269,000	312,644	334,200
Licenses & permits	29,240	18,677	29,240
Office mat'l & supplies	51,800	30,368	47,800
Operating supplies	3,129,250	2,700,382	4,006,050
Outside services & fees	17,259,782	16,255,896	19,169,295
Postage	12,950	5,391	8,350
Professional services	2,488,941	2,805,242	3,496,755
Publicity and promotion	95,000	92,852	50,000
Repairs & maintenance	31,780,082	22,058,523	30,755,943
Telephone	844,000	544,579	803,510
Travel & business	268,895	135,243	274,950
Utilities	1,563,600	1,483,873	1,635,000
Wardrobe	467,000	165,386	525,000
<b>Total other expenditures</b>	<b>62,068,443</b>	<b>49,762,619</b>	<b>64,848,368</b>
<b>CAPITAL OUTLAY</b>	<b>3,674,900</b>	<b>3,028,224</b>	<b>7,929,000</b>
<b>TOTAL OPERATING EXPENDITURES</b>	<b>119,315,937</b>	<b>105,849,970</b>	<b>129,122,121</b>
<b>PERSONNEL</b>			
Management	48	47	50
Clerical	17	16	16
Departmental operating	312	323	321
Other Funding Sources	5	5	9
<b>Total personnel</b>	<b>382</b>	<b>392</b>	<b>396</b>

**REEDY CREEK IMPROVEMENT DISTRICT  
FY 2022 BUDGETED EXPENDITURES**

	<u>ADMIN</u>	<u>FINANCE</u>	<u>HUMAN RESOURCES</u>	<u>BLDG &amp; SAFETY</u>	<u>FIRE DEPT</u>	<u>ENVIRON SERVICES</u>	<u>INFORMATION TECHNOLOGY</u>	<u>CONT &amp; CONST MGMT</u>	<u>FACILITIES OPER &amp; MAINT</u>	<u>DRAINAGE</u>	<u>PLAN &amp; ENG</u>	<u>COMM &amp; RECORDS</u>	<u>TOTAL</u>
<b>ANNUAL BUDGET</b>													
Management	778,011	552,366	281,301	577,571	5,301,051	679,105	323,833	321,146	757,003	-	357,687	194,244	10,123,319
Clerical	98,643	233,948	78,012	545,449	76,317	76,316	-	76,316	64,526	-	79,314	-	1,328,841
Departmental operating	120,530	430,933	670,501	3,985,992	26,605,272	3,133,579	1,924,213	444,264	1,594,295	-	2,055,832	155,023	41,120,434
OPEB Contribution	15,190	30,380	20,253	113,924	587,632	-	37,684	12,658	58,228	-	124,051	-	1,000,000
<b>Total labor</b>	<b>1,012,374</b>	<b>1,247,627</b>	<b>1,050,067</b>	<b>5,222,936</b>	<b>32,570,272</b>	<b>3,889,000</b>	<b>2,285,730</b>	<b>854,384</b>	<b>2,474,052</b>	<b>-</b>	<b>2,616,884</b>	<b>349,267</b>	<b>53,572,594</b>
<b>OTHER EXPENSE</b>													
Advertising	7,500	-	10,000	-	-	-	-	-	-	-	-	-	17,500
Dues & subscriptions	15,000	6,000	6,538	15,000	10,300	2,000	6,525	2,500	2,500	-	4,000	840	71,203
Employee relations	2,770,000	2,000	150,300	6,700	275,000	5,200	36,500	4,000	15,300	-	1,700	25,000	3,291,700
Equipment rentals	7,000	-	-	-	17,500	3,400	101,500	-	298,250	-	850	-	428,500
Gas, oil & accessories	-	-	-	-	-	-	-	-	269,000	-	-	-	269,000
Licenses & permits	-	-	-	5,000	1,500	17,000	-	-	-	-	5,740	-	29,240
Office mat'l & supplies	5,000	1,300	2,500	6,000	13,000	9,000	2,500	2,000	4,500	-	6,000	-	51,800
Operating supplies	12,000	8,500	62,300	39,500	1,146,500	838,000	316,200	5,250	583,500	85,500	31,000	1,000	3,129,250
Outside services & fees	90,000	286,400	128,500	80,000	187,500	203,800	2,000	-	15,779,582	355,000	97,000	50,000	17,259,782
Postage	8,000	500	1,000	500	1,000	1,100	150	600	-	-	100	-	12,950
Professional services	850,000	85,250	-	10,000	-	-	597,000	-	-	-	946,691	-	2,488,941
Publicity and promotion	50,000	-	-	-	-	-	-	-	-	-	-	45,000	95,000
Repairs & maintenance	-	-	-	-	915,337	80,500	1,529,936	-	7,460,083	2,064,400	19,579,826	150,000	31,780,082
Telephone	-	-	-	-	-	-	844,000	-	-	-	-	-	844,000
Travel & business	22,500	10,500	19,985	43,850	73,700	28,300	30,700	1,000	7,600	-	23,050	7,710	268,895
Utilities	65,000	-	-	-	182,000	95,000	-	-	1,221,500	-	100	-	1,563,600
Wardrobe	-	-	-	-	-	-	-	-	467,000	-	-	-	467,000
<b>Total other expenditures</b>	<b>3,902,000</b>	<b>400,450</b>	<b>381,123</b>	<b>206,550</b>	<b>2,823,337</b>	<b>1,283,300</b>	<b>3,467,013</b>	<b>15,350</b>	<b>26,108,815</b>	<b>2,504,900</b>	<b>20,696,057</b>	<b>279,550</b>	<b>62,068,443</b>
<b>CAPITAL OUTLAY</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,648,900</b>	<b>38,000</b>	<b>1,739,000</b>	<b>-</b>	<b>249,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,674,900</b>
<b>TOTAL DEPARTMENT</b>	<b>4,914,374</b>	<b>1,648,077</b>	<b>1,431,190</b>	<b>5,429,486</b>	<b>37,042,509</b>	<b>5,210,300</b>	<b>7,491,741</b>	<b>869,734</b>	<b>28,831,867</b>	<b>2,504,900</b>	<b>23,312,941</b>	<b>628,817</b>	<b>119,315,937</b>
<b>PERSONNEL</b>													
Management	2	2	1	2	30	3	1	1	4	-	1	1	48
Clerical	1	3	1	7	1	1	-	1	1	-	1	-	17
Departmental operating	1	3	6	34	188	29	14	4	18	-	14	1	312
Other Funding Sources	-	5	-	-	-	-	-	-	-	-	-	-	5
<b>Total personnel</b>	<b>4</b>	<b>13</b>	<b>8</b>	<b>43</b>	<b>219</b>	<b>33</b>	<b>15</b>	<b>6</b>	<b>23</b>	<b>-</b>	<b>16</b>	<b>2</b>	<b>382</b>

**REEDY CREEK IMPROVEMENT DISTRICT  
FY 2022 PROJECTED ACTUAL**

	<u>ADMIN</u>	<u>FINANCE</u>	<u>HUMAN RESOURCES</u>	<u>BLDG &amp; SAFETY</u>	<u>FIRE DEPT</u>	<u>ENVIRON SERVICES</u>	<u>INFORMATION TECHNOLOGY</u>	<u>CONT &amp; CONST MGMT</u>	<u>FACILITIES OPER &amp; MAINT</u>	<u>DRAINAGE</u>	<u>PLAN &amp; GIS</u>	<u>COMM RECORDS</u>	<u>TOTAL</u>
<b>ANNUAL BUDGET</b>													
Management	585,118	546,214	297,740	430,236	5,288,196	618,557	302,020	278,509	711,591	-	305,808	190,806	9,554,795
Clerical	65,626	176,410	120,189	530,859	75,604	72,209	-	54,486	49,436	-	70,902	-	1,215,721
Departmental operating	111,467	488,003	423,520	3,687,306	27,958,677	2,914,547	1,617,180	469,675	1,443,385	-	2,056,787	118,062	41,288,609
OPEB Contribution	15,192	30,380	20,253	113,924	587,632	-	37,684	12,658	58,228	-	124,051	-	1,000,000
<b>Total labor</b>	<b>777,403</b>	<b>1,241,007</b>	<b>861,702</b>	<b>4,762,325</b>	<b>33,910,109</b>	<b>3,605,313</b>	<b>1,956,884</b>	<b>815,328</b>	<b>2,262,640</b>	<b>-</b>	<b>2,557,548</b>	<b>308,868</b>	<b>53,059,127</b>
<b>OTHER EXPENSE</b>													
Advertising	10,223	-	4,453	-	-	-	-	-	-	-	-	-	14,676
Dues & subscriptions	8,531	5,968	6,495	11,682	8,013	1,620	1,000	200	1,675	-	3,800	2,019	51,003
Employee relations	2,268,693	10,062	119,860	6,773	250,928	3,065	33,005	3,210	6,770	-	1,700	9,664	2,713,730
Equipment rentals	3,668	-	-	-	11,417	3,099	76,853	-	279,117	-	-	-	374,154
Gas, oil & accessories	-	-	-	-	-	-	-	-	312,644	-	-	-	312,644
Licenses & permits	-	-	-	3,706	850	8,381	-	-	-	-	5,740	-	18,677
Office mat'l & supplies	1,028	1,732	2,055	4,074	8,186	4,110	426	1,444	5,021	-	2,292	-	30,368
Operating supplies	13,074	8,965	12,510	29,679	1,080,115	800,588	180,617	251	476,563	89,435	7,516	1,069	2,700,382
Outside services & fees	64,385	204,856	46,566	74,812	180,085	162,464	-	-	15,127,733	330,260	43,066	21,669	16,255,896
Postage	1,379	117	146	91	1,570	1,643	34	325	-	-	86	-	5,391
Professional services	1,270,157	72,638	-	-	-	-	525,442	-	-	-	937,005	-	2,805,242
Publicity and promotion	47,852	-	-	-	-	-	-	-	-	-	-	45,000	92,852
Repairs & maintenance	-	-	-	-	905,863	92,425	1,648,274	-	5,377,781	1,291,521	12,742,659	-	22,058,523
Telephone	-	-	-	-	-	-	544,579	-	-	-	-	-	544,579
Travel & business	9,784	6,439	5,724	22,151	62,314	9,644	2,184	62	1,519	-	9,936	5,486	135,243
Utilities	77,398	-	-	-	188,600	90,939	-	-	1,126,936	-	-	-	1,483,873
Wardrobe	-	-	-	-	-	-	-	-	165,386	-	-	-	165,386
<b>Total other expenditures</b>	<b>3,776,172</b>	<b>310,777</b>	<b>197,809</b>	<b>152,968</b>	<b>2,697,941</b>	<b>1,177,978</b>	<b>3,012,414</b>	<b>5,492</b>	<b>22,881,145</b>	<b>1,711,216</b>	<b>13,753,800</b>	<b>84,907</b>	<b>49,762,619</b>
<b>CAPITAL OUTLAY</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,800,975</b>	<b>31,331</b>	<b>1,003,352</b>	<b>-</b>	<b>192,566</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,028,224</b>
<b>TOTAL DEPARTMENT</b>	<b>4,553,575</b>	<b>1,551,784</b>	<b>1,059,511</b>	<b>4,915,293</b>	<b>38,409,025</b>	<b>4,814,622</b>	<b>5,972,650</b>	<b>820,820</b>	<b>25,336,351</b>	<b>1,711,216</b>	<b>16,311,348</b>	<b>393,775</b>	<b>105,849,970</b>
<b>PERSONNEL</b>													
Management	2	2	1	2	29	3	1	1	4	-	1	1	47
Clerical	1	2	1	7	1	1	-	1	1	-	1	-	16
Departmental operating	1	4	6	34	197	29	14	5	18	-	14	1	323
Other Funding Sources	-	4	-	-	-	-	-	-	2	-	-	-	6
<b>Total personnel</b>	<b>4</b>	<b>12</b>	<b>8</b>	<b>43</b>	<b>227</b>	<b>33</b>	<b>15</b>	<b>7</b>	<b>25</b>	<b>-</b>	<b>16</b>	<b>2</b>	<b>392</b>

**REEDY CREEK IMPROVEMENT DISTRICT  
FY 2023 BUDGETED EXPENDITURES**

	<u>ADMIN</u>	<u>FINANCE</u>	<u>HUMAN RESOURCES</u>	<u>BLDG &amp; SAFETY</u>	<u>FIRE DEPT</u>	<u>ENVIRON SERVICES</u>	<u>INFORMATION TECHNOLOGY</u>	<u>PROCUREMENT</u>	<u>FACILITIES OPER &amp; MAINT</u>	<u>DRAINAGE</u>	<u>PLAN &amp; ENG</u>	<u>COMM RECORDS</u>	<u>TOTAL</u>
<b>ANNUAL BUDGET</b>													
Management	871,190	582,711	443,613	255,567	5,786,503	660,579	338,385	304,181	737,078	-	214,093	204,925	10,398,825
Clerical	79,484	148,582	76,529	581,455	79,375	79,375	-	79,380	67,108	-	82,487	-	1,273,775
Departmental operating	120,827	504,516	580,820	4,267,120	28,455,815	3,268,627	1,597,403	713,514	1,905,781	-	2,091,736	165,994	43,672,153
OPEB Contribution	10,101	30,303	20,202	106,061	580,808	-	32,828	17,677	73,232	-	123,737	5,051	1,000,000
<b>Total labor</b>	<b>1,081,602</b>	<b>1,266,112</b>	<b>1,121,164</b>	<b>5,210,203</b>	<b>34,902,501</b>	<b>4,008,581</b>	<b>1,968,616</b>	<b>1,114,752</b>	<b>2,783,199</b>	<b>-</b>	<b>2,512,053</b>	<b>375,970</b>	<b>56,344,753</b>
<b>OTHER EXPENSE</b>													
Advertising	7,500	-	10,000	-	-	-	-	-	-	-	-	1,400	18,900
Dues & subscriptions	15,000	6,000	8,350	15,000	10,300	1,600	6,525	3,500	2,500	-	3,650	25,000	97,425
Employee relations	2,570,000	7,000	168,700	6,700	331,500	5,200	36,700	6,000	14,500	-	6,700	-	3,153,000
Equipment rentals	7,000	-	-	-	17,500	3,700	85,500	-	328,400	-	850	-	442,950
Gas, oil & accessories	-	-	-	-	-	-	-	-	334,200	-	-	-	334,200
Licenses & permits	-	-	-	5,000	1,500	17,000	-	-	-	-	5,740	-	29,240
Office mat'l & supplies	5,000	1,300	2,500	6,000	13,000	9,000	2,500	2,000	3,500	-	2,000	1,000	47,800
Operating supplies	12,000	8,500	77,600	39,500	1,316,000	1,017,700	537,500	5,250	843,500	90,000	8,500	50,000	4,006,050
Outside services & fees	90,000	288,400	90,500	80,000	201,000	836,500	2,000	-	17,189,895	295,000	96,000	-	19,169,295
Postage	4,000	500	-	500	1,500	1,100	150	600	-	-	-	-	8,350
Professional services	1,000,000	90,250	-	10,000	-	-	1,169,299	-	-	-	1,182,206	45,000	3,496,755
Publicity and promotion	50,000	-	-	-	-	-	-	-	-	-	-	-	50,000
Repairs & maintenance	-	-	-	-	1,058,718	96,000	2,587,600	-	5,352,500	3,172,500	18,488,625	-	30,755,943
Telephone	-	-	-	-	-	-	795,800	-	-	-	-	7,710	803,510
Travel & business	22,500	10,000	21,000	53,550	94,200	16,200	33,000	6,000	8,000	-	10,500	-	274,950
Utilities	115,000	-	-	-	200,000	95,000	-	-	1,225,000	-	-	-	1,635,000
Wardrobe	-	-	-	-	-	-	-	-	525,000	-	-	-	525,000
<b>Total other expenditures</b>	<b>3,898,000</b>	<b>411,950</b>	<b>378,650</b>	<b>216,250</b>	<b>3,245,218</b>	<b>2,099,000</b>	<b>5,256,574</b>	<b>23,350</b>	<b>25,826,995</b>	<b>3,557,500</b>	<b>19,804,771</b>	<b>130,110</b>	<b>64,848,368</b>
<b>CAPITAL OUTLAY</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,021,500</b>	<b>124,000</b>	<b>1,045,500</b>	<b>-</b>	<b>4,738,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,929,000</b>
<b>TOTAL DEPARTMENT</b>	<b>4,979,602</b>	<b>1,678,062</b>	<b>1,499,814</b>	<b>5,426,453</b>	<b>40,169,219</b>	<b>6,231,581</b>	<b>8,270,690</b>	<b>1,138,102</b>	<b>33,348,194</b>	<b>3,557,500</b>	<b>22,316,824</b>	<b>506,080</b>	<b>129,122,121</b>
<b>PERSONNEL</b>													
Management	2	2	1	1	33	3	1	1	4	-	1	1	50
Clerical	1	2	1	7	1	1	-	1	1	-	1	-	16
Departmental operating	1	3	6	34	196	29	12	5	20	-	14	1	321
Other Funding Sources	-	5	-	-	-	-	-	-	4	-	-	-	9
<b>Total personnel</b>	<b>4</b>	<b>12</b>	<b>8</b>	<b>42</b>	<b>230</b>	<b>33</b>	<b>13</b>	<b>7</b>	<b>29</b>	<b>-</b>	<b>16</b>	<b>2</b>	<b>396</b>

## ADMINISTRATION

	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET
<b>LABOR</b>			
Management	778,011	585,118	871,190
Clerical	98,643	65,626	79,484
Departmental operating	120,530	111,467	120,827
OPEB contribution	15,190	15,194	10,101
	<u>1,012,374</u>	<u>777,405</u>	<u>1,081,602</u>
Total labor	1,012,374	777,405	1,081,602
<b>OTHER EXPENDITURES</b>			
Advertising	7,500	10,223	7,500
Dues & Subscriptions	15,000	8,531	15,000
Employee relations	2,770,000	2,268,693	2,570,000
Equipment rentals	7,000	3,668	7,000
Gas, oil & accessories	-	-	-
Licenses & permits	-	-	-
Office mat'l & supplies	5,000	1,028	5,000
Operating supplies	12,000	13,074	12,000
Outside services & fees	90,000	64,385	90,000
Postage	8,000	1,379	4,000
Professional services	850,000	1,270,157	1,000,000
Publicity and promotion	50,000	47,852	50,000
Repair & maintenance	-	-	-
Telephone	-	-	-
Travel & business	22,500	9,784	22,500
Utilities	65,000	77,398	115,000
Wardrobe	-	-	-
	<u>3,902,000</u>	<u>3,776,172</u>	<u>3,898,000</u>
Total other expenditures	3,902,000	3,776,172	3,898,000
<b>CAPITAL OUTLAY</b>			
	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL DEPARTMENT	<u>4,914,374</u>	<u>4,553,577</u>	<u>4,979,602</u>
<b>PERSONNEL</b>			
Management	2	2	2
Clerical	1	1	1
Departmental operating	1	1	1
Total personnel	4	4	4

## PROCUREMENT SERVICES

	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET
<b>LABOR</b>			
Management	321,146	278,509	304,181
Clerical	76,316	54,486	79,380
Departmental operating	444,264	469,675	713,514
OPEB Contribution	12,658	12,658	17,677
	854,384	815,328	1,114,752
<b>OTHER EXPENDITURES</b>			
Advertising	-	-	-
Dues & Subscriptions	2,500	200	3,500
Employee relations	4,000	3,210	6,000
Equipment rentals	-	-	-
Gas, oil & accessories	-	-	-
Licenses & permits	-	-	-
Office mat'l & supplies	2,000	1,444	2,000
Operating supplies	5,250	251	5,250
Outside services & fees	-	-	-
Postage	600	325	600
Professional services	-	-	-
Publicity and promotion	-	-	-
Repair & maintenance	-	-	-
Telephone	-	-	-
Travel & business	1,000	62	6,000
Utilities	-	-	-
Wardrobe	-	-	-
	15,350	5,492	23,350
Total other expenditures	15,350	5,492	23,350
<b>CAPITAL OUTLAY</b>			
	-	-	-
<b>TOTAL DEPARTMENT</b>	869,734	820,820	1,138,102
<b>PERSONNEL</b>			
Management	1	1	1
Clerical	1	1	1
Departmental operating	4	5	5
Total personnel	6	7	7

## FINANCE DEPARTMENT

	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET
<b>LABOR</b>			
Management	552,366	546,214	582,711
Clerical	233,948	176,410	148,582
Departmental operating	430,933	488,003	504,516
OPEB contribution	30,380	30,380	30,303
	1,247,627	1,241,007	1,266,112
<b>OTHER EXPENDITURES</b>			
Advertising	-	-	-
Dues & Subscriptions	6,000	5,968	6,000
Employee relations	2,000	10,062	7,000
Equipment rentals	-	-	-
Gas, oil & accessories	-	-	-
Licenses & permits	-	-	-
Office mat'l & supplies	1,300	1,732	1,300
Operating supplies	8,500	8,965	8,500
Outside services & fees	286,400	204,856	288,400
Postage	500	117	500
Professional services	85,250	72,638	90,250
Publicity and promotion	-	-	-
Repair & maintenance	-	-	-
Telephone	-	-	-
Travel & business	10,500	6,439	10,000
Utilities	-	-	-
Wardrobe	-	-	-
	400,450	310,777	411,950
Total other expenditures	400,450	310,777	411,950
<b>CAPITAL OUTLAY</b>	-	-	-
<b>TOTAL DEPARTMENT</b>	1,648,077	1,551,784	1,678,062
<b>PERSONNEL</b>			
Management	2	2	2
Clerical	3	2	2
Departmental operating	3	4	3
Other Funding Sources	5	4	5
Total personnel	13	12	12

## TECHNOLOGY SERVICES

	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET
<b>LABOR</b>			
Management	323,833	302,020	338,385
Clerical	-	-	-
Departmental operating	1,924,213	1,617,180	1,597,403
OPEB contribution	37,684	37,684	32,828
	2,285,730	1,956,884	1,968,616
<b>OTHER EXPENDITURES</b>			
Advertising	-	-	-
Dues & Subscriptions	6,525	1,000	6,525
Employee relations	36,500	33,005	36,700
Equipment rentals	101,500	76,853	85,500
Gas, oil & accessories	-	-	-
Licenses & permits	-	-	-
Office mat'l & supplies	2,500	426	2,500
Operating supplies	316,200	180,617	537,500
Outside services & fees	2,000	-	2,000
Postage	150	34	150
Professional services	597,000	525,442	1,169,299
Publicity and promotion	-	-	-
Repair & maintenance	1,529,936	1,648,274	2,587,600
Telephone	844,000	544,579	795,800
Travel & business	30,700	2,184	33,000
Utilities	-	-	-
Wardrobe	-	-	-
	3,467,011	3,012,414	5,256,574
Total other expenditures	3,467,011	3,012,414	5,256,574
<b>CAPITAL OUTLAY</b>	<b>1,739,000</b>	<b>1,003,352</b>	<b>1,045,500</b>
<b>TOTAL DEPARTMENT</b>	<b>7,491,741</b>	<b>5,972,650</b>	<b>8,270,690</b>
<b>PERSONNEL</b>			
Management	1	1	1
Clerical	-	-	-
Departmental operating	14	14	12
Total personnel	15	15	13



## HUMAN RESOURCES

	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET
<b>LABOR</b>			
Management	281,301	297,740	443,613
Clerical	78,012	120,189	76,529
Departmental operating	670,501	423,520	580,820
OPEB contribution	20,253	20,253	20,202
	1,050,067	861,702	1,121,164
<b>OTHER EXPENDITURES</b>			
Advertising	10,000	4,453	10,000
Dues & Subscriptions	6,538	6,495	8,350
Employee relations	150,300	119,860	168,700
Equipment rentals	-	-	-
Gas, oil & accessories	-	-	-
Licenses & permits	-	-	-
Office mat'l & supplies	2,500	2,055	2,500
Operating supplies	62,300	12,510	77,600
Outside services & fees	128,500	46,566	90,500
Postage	1,000	146	-
Professional services	-	-	-
Publicity and promotion	-	-	-
Repair & maintenance	-	-	-
Telephone	-	-	-
Travel & business	19,985	5,724	21,000
Utilities	-	-	-
Wardrobe	-	-	-
	381,123	197,809	378,650
Total other expenditures	381,123	197,809	378,650
<b>CAPITAL OUTLAY</b>			
	-	-	-
TOTAL DEPARTMENT	1,431,190	1,059,511	1,499,814
<b>PERSONNEL</b>			
Management	1	1	1
Clerical	1	1	1
Departmental operating	6	6	6
Total personnel	8	8	8

## COMMUNICATIONS & RECORDS DEPARTMENT

	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET
<b>LABOR</b>			
Management	194,244	190,806	204,925
Clerical	-	-	-
Departmental operating	155,023	118,062	165,994
OPEB contribution	-	-	5,051
	<hr/>	<hr/>	<hr/>
Total labor	349,267	308,868	375,970
<b>OTHER EXPENDITURES</b>			
Advertising	-	-	-
Dues & Subscriptions	840	2,019	1,400
Employee relations	25,000	9,664	25,000
Equipment rentals	-	-	-
Gas, oil & accessories	-	-	-
Licenses & permits	-	-	-
Office mat'l & supplies	-	-	-
Operating supplies	1,000	1,069	1,000
Outside services & fees	50,000	21,669	50,000
Postage	-	-	-
Professional services	-	-	-
Publicity and promotion	45,000	45,000	45,000
Repair & maintenance	150,000	-	-
Telephone	-	-	-
Travel & business	7,710	5,486	7,710
Utilities	-	-	-
Wardrobe	-	-	-
	<hr/>	<hr/>	<hr/>
Total other expenditures	279,550	84,907	130,110
<b>CAPITAL OUTLAY</b>			
	<hr/>	<hr/>	<hr/>
TOTAL DEPARTMENT	<u>628,817</u>	<u>393,775</u>	<u>506,080</u>
<b>PERSONNEL</b>			
Management	1	1	1
Clerical	-	-	-
Departmental operating	1	1	1
	<hr/>	<hr/>	<hr/>
Total personnel	2	2	2

## BUILDING AND SAFETY

	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET
<b>LABOR</b>			
Management	577,571	430,236	255,567
Clerical	545,449	530,859	581,455
Departmental operating	3,985,992	3,687,306	4,267,120
OPEB contribution	113,924	113,924	106,061
	<hr/>	<hr/>	<hr/>
Total labor	5,222,936	4,762,325	5,210,203
<b>OTHER EXPENDITURES</b>			
Advertising	-	-	-
Dues & Subscriptions	15,000	11,682	15,000
Employee relations	6,700	6,773	6,700
Equipment rentals	-	-	-
Gas, oil & accessories	-	-	-
Licenses & permits	5,000	3,706	5,000
Office mat'l & supplies	6,000	4,074	6,000
Operating supplies	39,500	29,679	39,500
Outside services & fees	80,000	74,812	80,000
Postage	500	91	500
Professional services	10,000	-	10,000
Publicity and promotion	-	-	-
Repair & maintenance	-	-	-
Telephone	-	-	-
Travel & business	43,850	22,151	53,550
Utilities	-	-	-
Wardrobe	-	-	-
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Total other expenditures	206,550	152,968	216,250
<b>CAPITAL OUTLAY</b>			
	<hr/>	<hr/>	<hr/>
TOTAL DEPARTMENT	<u>5,429,486</u>	<u>4,915,293</u>	<u>5,426,453</u>
<b>PERSONNEL</b>			
Management	2	2	1
Clerical	7	7	7
Departmental operating	34	34	34
Total personnel	43	43	42

## FIRE DEPARTMENT

	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET
<b>LABOR</b>			
Management	5,301,052	5,288,196	5,786,503
Clerical	76,316	75,604	79,375
Departmental operating	26,605,272	27,958,677	28,455,815
OPEB Contribution	587,632	587,632	580,808
	<u>32,570,272</u>	<u>33,910,109</u>	<u>34,902,501</u>
<b>OTHER EXPENDITURES</b>			
Advertising	-	-	-
Dues & Subscriptions	10,300	8,013	10,300
Employee relations	275,000	250,928	331,500
Equipment rentals	17,500	11,417	17,500
Gas, oil & accessories	-	-	-
Licenses & permits	1,500	850	1,500
Office mat'l & supplies	13,000	8,186	13,000
Operating supplies	1,146,500	1,080,115	1,316,000
Outside services & fees	187,500	180,085	201,000
Postage	1,000	1,570	1,500
Professional services	-	-	-
Publicity and promotion	-	-	-
Repair & maintenance	915,337	905,863	1,058,718
Telephone	-	-	-
Travel & business	73,700	62,314	94,200
Utilities	182,000	188,600	200,000
Wardrobe	-	-	-
	<u>2,823,337</u>	<u>2,697,941</u>	<u>3,245,218</u>
Total other expenditures	2,823,337	2,697,941	3,245,218
<b>CAPITAL OUTLAY</b>	<u>1,648,900</u>	<u>1,800,975</u>	<u>2,021,500</u>
<b>TOTAL DEPARTMENT</b>	<u><u>37,042,509</u></u>	<u><u>38,409,025</u></u>	<u><u>40,169,219</u></u>
<b>PERSONNEL</b>			
Management	30	29	33
Clerical	1	1	1
Departmental operating	188	197	196
Total personnel	219	227	230

## ENVIRONMENTAL SERVICES

	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET
<b>LABOR</b>			
Management	679,105	618,557	660,579
Clerical	76,316	72,209	79,375
Departmental operating	3,133,579	2,914,547	3,268,627
OPEB contribution	-	-	-
	<u>3,889,000</u>	<u>3,605,313</u>	<u>4,008,581</u>
<b>OTHER EXPENDITURES</b>			
Advertising	-	-	-
Dues & Subscriptions	2,000	1,620	1,600
Employee relations	5,200	3,065	5,200
Equipment rentals	3,400	3,099	3,700
Gas, oil & accessories	-	-	-
Licenses & permits	17,000	8,381	17,000
Office mat'l & supplies	9,000	4,110	9,000
Operating supplies	838,000	800,588	1,017,700
Outside services & fees	203,800	162,464	836,500
Postage	1,100	1,643	1,100
Professional services	-	-	-
Publicity and promotion	-	-	-
Repair & maintenance	80,500	92,425	96,000
Telephone	-	-	-
Travel & business	28,300	9,644	16,200
Utilities	95,000	90,939	95,000
Wardrobe	-	-	-
	<u>1,283,300</u>	<u>1,177,978</u>	<u>2,099,000</u>
Total other expenditures	1,283,300	1,177,978	2,099,000
<b>CAPITAL OUTLAY</b>	<u>38,000</u>	<u>31,331</u>	<u>124,000</u>
<b>TOTAL DEPARTMENT</b>	<u><u>5,210,300</u></u>	<u><u>4,814,622</u></u>	<u><u>6,231,581</u></u>
<b>PERSONNEL</b>			
Management	3	3	3
Clerical	1	1	1
Departmental operating	29	29	29
Total personnel	33	33	33

## FACILITIES OPERATIONS & MAINTENANCE

	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET
<b>LABOR</b>			
Management	757,003	711,591	737,078
Clerical	64,526	49,436	67,108
Departmental operating	1,594,295	1,443,385	1,905,781
OPEB contribution	58,228	58,228	73,232
	2,474,052	2,262,640	2,783,199
<b>OTHER EXPENDITURES</b>			
Advertising	-	-	-
Dues & Subscriptions	2,500	1,675	2,500
Employee relations	15,300	6,770	14,500
Equipment rentals	298,250	279,117	328,400
Gas, oil & accessories	269,000	312,644	334,200
Licenses & permits	-	-	-
Office mat'l & supplies	4,500	5,021	3,500
Operating supplies	583,500	476,563	843,500
Outside services & fees	15,779,582	15,127,733	17,189,895
Postage	-	-	-
Professional services	-	-	-
Publicity and promotion	-	-	-
Repair & maintenance	7,460,083	5,377,781	5,352,500
Telephone	-	-	-
Travel & business	7,600	1,519	8,000
Utilities	1,221,500	1,126,936	1,225,000
Wardrobe	467,000	165,386	525,000
	26,108,815	22,881,145	25,826,995
<b>Total other expenditures</b>	26,108,815	22,881,145	25,826,995
<b>CAPITAL OUTLAY</b>	249,000	192,566	4,738,000
<b>TOTAL DEPARTMENT</b>	28,831,867	25,336,351	33,348,194
<b>PERSONNEL</b>			
Management	4	4	4
Clerical	1	1	1
Departmental operating	18	18	20
Other Funding Sources		2	4
<b>Total personnel</b>	23	25	29

## DRAINAGE

	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET
<b>LABOR</b>			
Management	-	-	-
Clerical	-	-	-
Departmental operating	-	-	-
	<hr/>	<hr/>	<hr/>
Total labor	-	-	-
<b>OTHER EXPENDITURES</b>			
Advertising	-	-	-
Dues & Subscriptions	-	-	-
Employee relations	-	-	-
Equipment rentals	-	-	-
Gas, oil & accessories	-	-	-
Licenses & permits	-	-	-
Office mat'l & supplies	-	-	-
Operating supplies	85,500	89,435	90,000
Outside services & fees	355,000	330,260	295,000
Postage	-	-	-
Professional services	-	-	-
Publicity and promotion	-	-	-
Repair & maintenance	2,064,400	1,291,521	3,172,500
Telephone	-	-	-
Travel & business	-	-	-
Utilities	-	-	-
Wardrobe	-	-	-
	<hr/>	<hr/>	<hr/>
Total other expenditures	2,504,900	1,711,216	3,557,500
<b>CAPITAL OUTLAY</b>	<hr/>	<hr/>	<hr/>
TOTAL DEPARTMENT	<u>2,504,900</u>	<u>1,711,216</u>	<u>3,557,500</u>
<b>PERSONNEL</b>			
Management	-	-	-
Clerical	-	-	-
Departmental operating	-	-	-
	<hr/>	<hr/>	<hr/>
Total personnel	-	-	-

## PLANNING & ENGINEERING

	FY 2022 BUDGET	FY 2022 PROJECTED ACTUAL	FY 2023 BUDGET
<b>LABOR</b>			
Management	357,687	305,808	214,093
Clerical	79,314	70,902	82,487
Departmental operating	2,055,832	2,056,787	2,091,736
OPEB Contribution	124,051	124,051	123,737
	2,616,884	2,557,548	2,512,053
<b>OTHER EXPENDITURES</b>			
Advertising	-	-	-
Dues & Subscriptions	4,000	3,800	3,650
Employee relations	1,700	1,700	6,700
Equipment rentals	850	-	850
Gas, oil & accessories	-	-	-
Licenses & permits	5,740	5,740	5,740
Office mat'l & supplies	6,000	2,292	2,000
Operating supplies	31,000	7,516	8,500
Outside services & fees	97,000	43,066	96,000
Postage	100	86	-
Professional services	946,691	937,005	1,182,206
Publicity and promotion	-	-	-
Repair & maintenance	19,579,826	12,742,659	18,488,625
Telephone	-	-	-
Travel & business	23,050	9,936	10,500
Utilities	100	-	-
Wardrobe	-	-	-
	20,696,057	13,753,800	19,804,771
Total other expenditures	20,696,057	13,753,800	19,804,771
<b>CAPITAL OUTLAY</b>			
	-	-	-
<b>TOTAL DEPARTMENT</b>	23,312,941	16,311,348	22,316,824
<b>PERSONNEL</b>			
Management	1	1	1
Clerical	1	1	1
Departmental operating	14	14	14
Total personnel	16	16	16



# EXHIBIT F

**RESOLUTION NO. 634**

WHEREAS, the Reedy Creek Improvement District intends to levy the FY2023 millage rate of 13.9000 dollars per one-thousand dollars of assessed valuation; and

WHEREAS, Section 200.065, Florida Statutes requires that a resolution levying a millage rate be approved by the taxing authority; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation has been certified by the County Property Appraisers to Reedy Creek Improvement District as \$13,422,792,526; and

WHEREAS, the Reedy Creek Improvement District has, in accordance with Section 200.065) Florida Statutes,

1. Held a public hearing on September 14, 2022 for the purpose of adopting a tentative millage rate and budget; and
2. Advertised its intent to finally adopt a millage rate and budget; and
3. Held a public hearing on September 28, 2022 for the purpose of receiving comments regarding the final millage rate.

NOW, THEREFORE BE IT RESOLVED, that the Reedy Creek Improvement District, through its Board of Supervisors, hereby levies an operating millage rate of 9.2600 dollars per one thousand dollars of assessed value for FY 2023, which is 13.85% more than the rolled-back rate of 8.1334 computed pursuant to Florida Statutes 200.065; and

BE IT FURTHER RESOLVED, that the Reedy Creek Improvement District, through its Board of Supervisors, hereby levies a debt service millage rate of 4.6400 dollars per one thousand dollars of assessed value for FY 2023 thereby levying a total millage rate of 13.9000 dollars per one-thousand dollars of assessed value for the FY 2023.

BE IT FURTHER RESOLVED by the Board of Supervisors of the Reedy Creek Improvement District assembled in regular session this 28th day of September 2022 that this Resolution be spread in full upon the minutes of this meeting.

\_\_\_\_\_  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Supervisors

# EXHIBIT G

**RESOLUTION NO. 635**

WHEREAS, the Reedy Creek Improvement District intends to adopt the FY2023 budget; and

WHEREAS, Section 200.065, Florida Statutes requires that a resolution adopting a budget be approved by the taxing authority; and

WHEREAS, the Reedy Creek Improvement District set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2023 in the amount of \$213,528,631; and

WHEREAS, the Reedy Creek Improvement District has, in accordance with Section 200.065) Florida Statutes,

1. Held a public hearing on September 14, 2022 for the purpose of adopting a tentative millage rate and budget; and
2. Advertised its intent to finally adopt a millage rate and budget; and
3. Held a public hearing on September 28, 2022 for the purpose of receiving comments regarding the proposed millage rate and budget.

NOW, THEREFORE BE IT RESOLVED, that the Reedy Creek Improvement District, through its Board of Supervisors, hereby adopts the budget for the FY 2023.

BE IT FURTHER RESOLVED by the Board of Supervisors of the Reedy Creek Improvement District assembled in regular session this 28th day of September 2022 that this Resolution be spread in full upon the minutes of this meeting.

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President, Board of Supervisors

ATTEST:

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Secretary, Board of Supervisors

# EXHIBIT H



**RCID UTILITY DIVISION  
FY23 UTILITY BUDGET  
& RATE REVIEW  
SEPTEMBER 28, 2022**



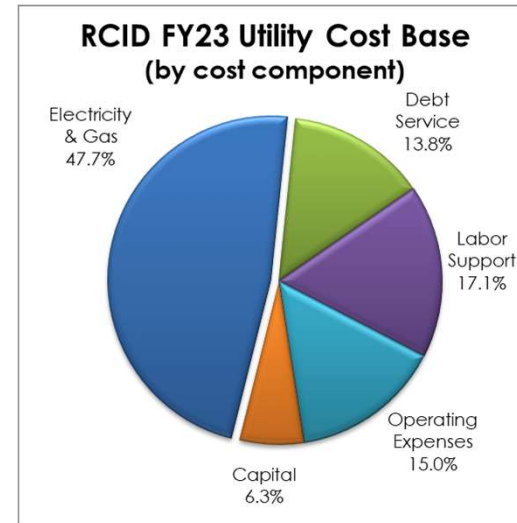
RCID's FY23 utility budget costs are increasing by \$29.3M or 17.7% to the FY22 budget costs.

### RCID Consolidated Income Statement

\$'s in Millions

<u>Expenses</u>	Plan	Plan	<u>\$ Δ</u>	<u>% Δ</u>
	FY22	FY23		
Electricity & Gas	\$ 67.3	\$ 93.1	\$ 25.9	38.4%
Debt Service	27.9	26.9	(0.9)	-3.3%
Labor Support	30.3	33.4	3.1	10.3%
Operating Expenses	28.3	29.2	0.9	3.0%
Capital/Emergency Repairs	12.0	12.4	0.4	3.0%
<b>Total Utility Costs*</b>	<b>\$ 165.8</b>	<b>\$ 195.1</b>	<b>\$ 29.3</b>	<b>17.7%</b>

\*Cost excluded Internal Utility Expenses



RCID's combined revenue & interest are increasing by \$29.3M or 17.6% from the FY22 plan, which is matching the operating expense increase.

This increase is the result of a 13% rate increase and a 4% greater consumption volume across all utilities.

	Plan		Better/ (Worse)	
	<u>FY2022</u>	<u>FY2023</u>		
1 Utility Sales from Meter Read:	\$165.6	\$195.1	\$29.5	
2 Other Revenues	0.6	0.4	(\$0.2)	
Total Revenue	<u>\$166.2</u>	<u>\$195.5</u>	<u>\$29.3</u>	17.6%
3 Expenses	(\$165.8)	(\$195.1)	(\$29.3)	17.7%
4 Profit	<u>\$0.4</u>	<u>\$0.4</u>	<u>\$0.0</u>	

Note: excludes Inter-department revenues & expenses and Special Projects.

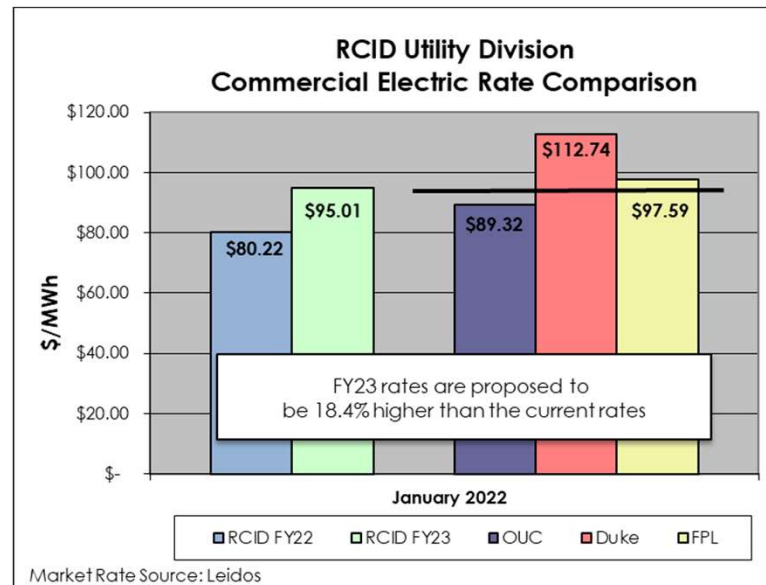




# RCID Electric Rates and Comparison

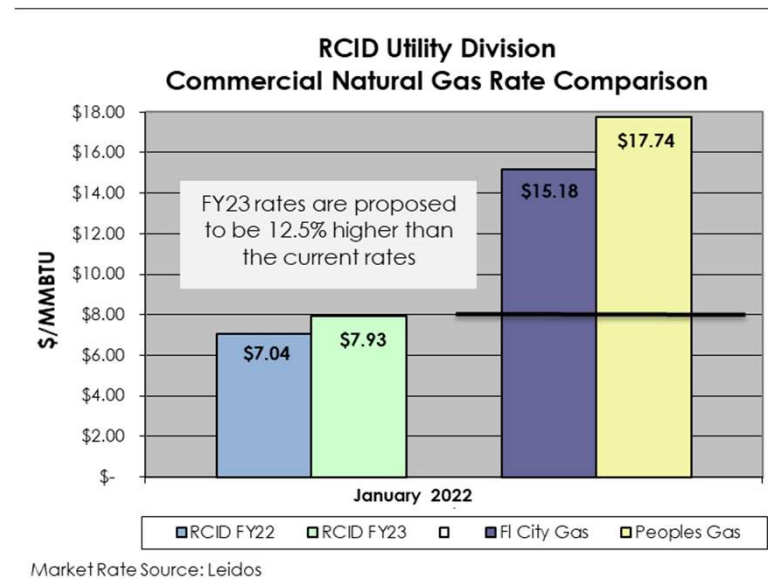
The FY23 proposed Electric rates are 18.4% higher than the current rates which is driven by rising commodity fuel prices.

System reliability investments have occurred in the underground distribution, enhanced backup system, interconnectivity, and onsite generation. These investments are estimated to add a 10% to 15% premium to our rates.



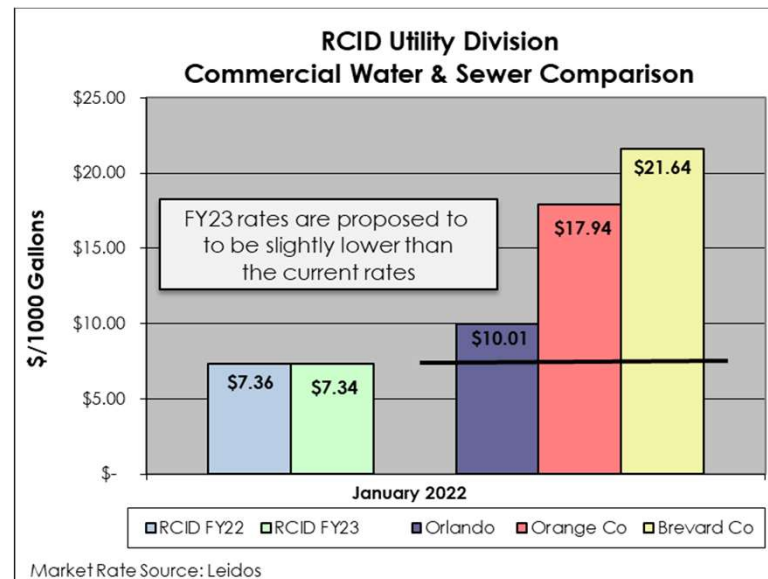
## RCID Natural Gas Rates and Comparison

The FY23 proposed Natural Gas rates are 12.5% higher than the current rates and continue to be lower than other local utility gas providers. This increase is driven by higher commodity fuel cost.



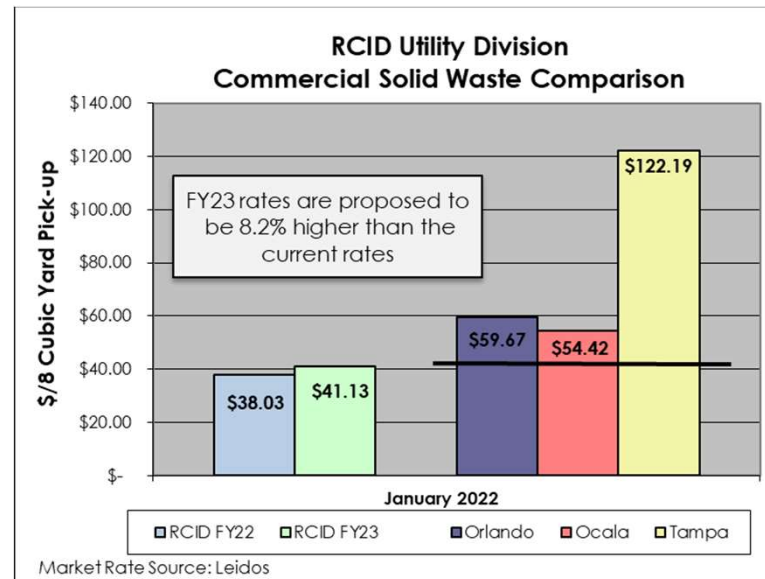
## RCID Water & Sewer Rates and Comparison

The FY23 proposed Water and Sewer combined rates are slightly lower than the current rates and continue to be lower than other local water and sewer utility providers.



## RCID Solid Waste Rates and Comparison

The FY23 proposed Solid Waste rates are 8.2% higher than the current rates and continue to be lower than other local solid waste utility providers.



**REEDY CREEK IMPROVEMENT DISTRICT - UTILITIES DIVISION  
PROPOSED OPERATING BUDGET  
FISCAL YEAR 2023  
(In Millions)**

	FY2022	FY2023
	<u>Budget</u>	<u>Budget</u>
<b>OPERATING REVENUES</b>		
1 Customer Sales	165.6	195.1
2 Interdepartmental Utility Sales	16.1	18.6
3 Over Collected Fuel Impact	0.0	0.0
4 Use of Pre-collected Funds	3.4	4.9
5 Other Income (interest and recycling)	<u>0.6</u>	<u>0.4</u>
<b>Gross Revenue</b>	<b><u>185.7</u></b>	<b><u>219.0</u></b>
<b>OPERATING EXPENSES</b>		
6 Purchased Fuel and Power	(67.3)	(93.1)
7 Labor Support	(30.3)	(33.4)
8 Utility Expense	(16.1)	(18.6)
9 Operating Materials	(18.7)	(19.3)
10 Outside Services - Landfill	(4.2)	(3.3)
11 Gross Receipts Tax	(2.7)	(3.4)
12 Planned Work	(1.5)	(1.6)
13 Insurance	<u>(1.2)</u>	<u>(1.6)</u>
<b>Total Operating Expenses</b>	<b><u>(142.0)</u></b>	<b><u>(174.4)</u></b>
<b>NET INCOME</b>	<b>43.7</b>	<b>44.6</b>
<b>DEBT SERVICE AND CAPITAL REQUIREMENTS</b>		
14 Debt Service	(27.9)	(26.9)
15 Renewal and Replacement Capital	(12.0)	(12.4)
16 Special Projects	(3.4)	(4.9)
<b>Total Debt Service and Capital Requirements</b>	<b><u>(43.3)</u></b>	<b><u>(44.2)</u></b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXP.</b>	<b>0.4</b>	<b>0.4</b>
17 Debt Svcs Coverage (target 1.20)	1.45	1.47

## RCID Consolidated Utility Income Statement

FISCAL YEAR 2023									
	<u>Electric</u>	<u>Chilled Water</u>	<u>Gas</u>	<u>Hot Water</u>	<u>Water</u>	<u>Sewer</u>	<u>Reclaimed Water</u>	<u>Solid Waste</u>	<u>Total</u>
Rate Change	18.4%	19.2%	12.5%	48.4%	-14.3%	3.2%	-46.6%	8.2%	13.3%
Mid Year Reversal	0.0%	0.0%	0.0%	0.0%					0.0%
Revenue & Investments	\$ 126.7	\$ 24.0	\$ 14.6	\$ 4.9	\$ 7.5	\$ 25.6	\$ 1.2	\$ 14.5	\$ 219.0
Purchase Power & Fuel	\$ (82.9)	\$ -	\$ (9.7)	\$ (0.6)	\$ -	\$ -	\$ -	\$ -	\$ (93.1)
Internal Utilities	(0.6)	(13.1)	-	(1.3)	(1.3)	(1.8)	(0.4)	(0.0)	(18.6)
Labor	(10.8)	(4.2)	(1.9)	(1.9)	(2.8)	(5.3)	(0.2)	(6.4)	(33.4)
Expenses	(8.5)	(2.2)	(1.2)	(0.3)	(1.0)	(6.7)	(0.1)	(7.6)	(27.6)
Debt Services	(12.8)	(1.4)	(0.7)	(0.3)	(1.8)	(9.5)	(0.4)	(0.1)	(26.9)
Planned Work Capital	(11.0)	(3.0)	(1.0)	(0.5)	(0.6)	(2.2)	(0.2)	(0.3)	(18.8)
Expenses Sub-Total	\$ (126.5)	\$ (24.0)	\$ (14.5)	\$ (4.9)	\$ (7.5)	\$ (25.5)	\$ (1.3)	\$ (14.4)	\$ (218.6)
<b>Ending Balances</b>	<b>\$ 0.2</b>	<b>\$ (0.0)</b>	<b>\$ 0.1</b>	<b>\$ (0.0)</b>	<b>\$ 0.0</b>	<b>\$ 0.1</b>	<b>\$ (0.1)</b>	<b>\$ 0.1</b>	<b>\$ 0.403</b>

# EXHIBIT I

## LABOR SERVICE AGREEMENT

THIS LABOR SERVICE AGREEMENT ("**Agreement**"), is made and entered into as of the 30th day of September, 2022, by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public body corporate and politic of the State of Florida ("**District**") and **REEDY CREEK ENERGY SERVICES ("RCES")**.

WITNESSETH:

**WHEREAS**, the District owns, maintains and operates a solid waste disposal system, a waste water reclamation plant, a sewage collection system, a potable water system, a natural gas distribution system, an electric generation and distribution system, a chilled water system, and a hot water system (collectively, the "**Facilities**"); and

**WHEREAS**, the District's Board of Supervisors has determined that it would be more economical and efficient, and, therefore, in the best interests of the District, to employ an outside entity to provide the labor force to operate and maintain the Facilities on behalf of the District rather than to employ a staff for such purposes; and

**WHEREAS**, RCES has a qualified and equipped maintenance force which could perform all services necessary for the proper operation and maintenance of the Facilities at a reasonable cost to the District, and is willing to do so.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein contained, the District and RCES do hereby agree as follows:

1. RECITATIONS.

The above recitations are true and correct, and form a material part of this Agreement.

2. TERM.

The term of this Agreement shall be for the period commencing on October 1, 2022 (the "**Commencement Date**") and continuing until terminated pursuant to the provisions hereof. The period from each October 1 through each September 30, being a "**Fiscal Year**".

3. SCOPE.

The District hereby retains RCES, as of the Commencement Date, for the purpose of furnishing, and grants to RCES the right and authority to furnish, all labor and services (collectively, "**Services**") necessary to operate and maintain the Facilities including, without limitation, performing all repairs and replacing all parts and equipment as required for the efficient and economical operation of the Facilities, subject to the terms and conditions hereinafter set forth, and RCES hereby accepts such engagement.

3.1. It is expressly agreed and understood that the Facilities shall be operated and maintained, and the Services shall be performed, subject at all times to the supervision, direction and approval of the District's Board of Supervisors and the designated administrators and staff of the District. RCES shall take no independent action outside the strict authorization issued by the District's Board of Supervisors and the designated administrators and staff of the District from time to time. All materials and equipment to the extent required to operate and maintain the Facilities, including, but not limited to, the Services, shall be provided by the District.



3.2. Additional related services may be determined by the District in its sole discretion from time to time throughout the term of this Agreement. RCES shall render the Services in accordance with the District's professional standards, faithfully and to the best of its ability, devoting such time as is reasonably necessary to assist the District. The District shall have the right to make recommendations concerning the procedures employed by RCES in its performance of the Services. In no event shall RCES take title to any of the District's Facilities or other property. Further, unless otherwise agreed to in writing by the District, RCES shall not record or allow another party to record a lien against any of the District's Facilities or other property.

#### 4. REQUIREMENTS AND RCES REPRESENTATIONS.

4.1. Notwithstanding anything contained herein to the contrary, in performing the Services hereunder, RCES shall be bound by the following:

4.1.1. RCES shall obtain, maintain and comply with all necessary licenses and permits in accordance with all Laws (as hereinafter defined). In furtherance and not in limitation of the foregoing, RCES shall not commence any work that, under applicable Laws, requires a permit or approval until RCES has obtained the same.

4.1.2. Designs for RCES maintenance, repair and replacement projects which will: (i) impact protected wetlands and/or environmentally sensitive lands; and/or (ii) impact and/or comprise a portion of RCID infrastructure (including, without limitation, roadways, waterways and easement areas) shall be submitted to RCID regulatory department(s) for review, permitting and approval prior to construction commencement.

4.1.3. RCES, when managing maintenance, repair or replacement projects on behalf of RCID, shall use commercially reasonable efforts to ensure that: (i) the contractors performing the work strictly adhere to their contract with RCID (including, without limitation, obtaining, maintaining and complying with all necessary licenses and permits in accordance with all Laws, complying with all Laws and adhering to all approved plans); and (ii) RCID receives fully executed copies of all such contracts and copies of all documents and instruments to be delivered by the contractor to RCID thereunder.

4.1.4. In connection with emergency maintenance, repair and replacement projects, RCES shall notify RCID regulatory department(s) as soon as reasonably practicable and comply with all applicable requirements including, without limitation, those relating to after-the-fact notifications to other government agencies, permitting, and remediation.

4.2. RCES hereby represents that it: (i) has the experience, skill, and authority necessary to perform the Services; (ii) shall at all times and in all respects comply with all applicable present and future local, municipal, county, state and federal laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, "**Laws**"); and (iii) is adequately financed to meet any financial obligation it may be required to incur hereunder.

#### 5. FEES.

All charges or fees payable by service customers of the Facilities shall be paid to the District, and RCES shall, in no event, accept any such charges or fees directly from said customers. RCES shall receive and act appropriately upon all complaints from service customers except those regarding rates and fees established by the District, which RCES shall refer to the District.

5.1. Payment of Fees.

The District shall pay to RCES for all Services provided under this Agreement a fee estimated to be, but no greater than, Thirty-Two Million, Seven Hundred Twenty-Four Thousand, Two Hundred and Fifty Dollars (\$32,724,250) (the “**2023 Fee**”) for the period beginning October 1, 2022, and ending September 30, 2023. Payments will be made by the District **monthly**, based on an invoice from RCES reflecting RCES’ actual cost of providing the Services for the preceding month. In the event the actual **annual** costs for the aforesaid period are greater than the 2023 Fee, but less than Thirty-Three Million, Seven Hundred Twenty-Four Thousand, Two Hundred and Fifty Dollars (\$33,724,250), after the additional costs are adequately justified and approved by the District’s Comptroller, the District shall budget and appropriate the difference between the 2023 Fee and that amount which is actually incurred by RCES in providing the Services at: (i) the next then occurring budget appropriation meeting of the District’s Board of Supervisors; or (ii) the next lawfully payable date, whichever is sooner, and pay such amount to RCES promptly thereafter. However, in no event shall the District make payment in excess of Thirty-Three Million, Seven Hundred Twenty-Four Thousand, Two Hundred and Fifty Dollars (\$33,724,250). Any additional costs incurred by RCES in excess of Thirty-Three Million, Seven Hundred Twenty-Four Thousand, Two Hundred and Fifty Dollars (\$33,724,250) shall be borne by RCES.

5.2. Scope of Work.

On or before July 1, 2023, and on or before July 1 of each Fiscal Year thereafter, the District shall provide RCES with a scope of work, in writing, describing any expansion, changes or alterations in the Facilities which would affect the operation and maintenance of the Facilities during the subsequent Fiscal Year. On or before September 1 of each such Fiscal Year, RCES shall notify the District in writing of its proposed fee and scope of services for the subsequent Fiscal Year. In the event RCES does not so notify the District in writing of its proposed fee and scope of services for the subsequent Fiscal Year on or before September 1 of the then current Fiscal Year, the then current fee and scope of services shall be deemed applicable to the next subsequent Fiscal Year. The foregoing monthly payment schedule and refund methodology shall apply to any subsequent Fiscal Years this Agreement is in effect. It is expressly agreed and understood that the District may, within sixty (60) days after such proposed fee and scope of services for the subsequent Fiscal Year is presented, terminate this Agreement with or without cause. Except as otherwise specifically provided in this Agreement, RCES shall bear all costs relating to the providing of labor in the operation or maintenance of the Facilities including, but not limited to, the cost of all wages and benefits of RCES employees performing under this Agreement.

6. INSPECTIONS.

RCES agrees that the District may, at the District's own cost and expense, employ a consulting engineer to make periodic inspections of the Facilities and RCES's operation and maintenance thereof and make reports and recommendations to the District, and that, in the event the District so elects, RCES shall cooperate with such engineer to the fullest extent practicable.

7. TERMINATION OF PRIOR AGREEMENT.

This Agreement replaces that certain Labor Agreement dated September 30th, 2021, executed by and between the District as the "District" therein and RCES as "RCES" therein.

8. ASSIGNMENT.

RCES may not assign this Agreement or any portion thereof without the express written consent of the District.

9. INDEPENDENT CONTRACTOR STATUS AND WITHHOLDING.

It is expressly understood and agreed that RCES is an independent contractor and not an employee of the District. Nothing herein contained shall be deemed to create an agency relationship between the District and RCES. This Agreement shall not be construed as a partnership or joint venture between the parties, and neither party hereto shall have any liability for any obligation incurred by the other party hereto, except as expressly provided to the contrary herein. The District shall not withhold from the compensation payable to RCES hereunder any amount for taxes or other governmental charges, and RCES shall be solely responsible for the payment of such taxes and charges.

10. NOTICES.

10.1. Delivery of Notice.

All notices and other communications given pursuant to this Agreement to be served, given or delivered upon either party shall be in writing, shall be addressed as provided below, and shall be sent by registered or certified mail, return receipt requested, or by a national overnight receipted delivery service which provides signed acknowledgements of receipt (including, without limitation, Federal Express, UPS, DHL and other similar courier delivery services). Such notices shall be deemed served, given and delivered on the earlier of the following: (a) the date of actual receipt; or (b) the third business day after any registered or certified notice was deposited in a sealed envelope in the United States mail, postage prepaid; or (c) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service; or (d) the first attempted delivery date of any notice hereunder (regardless of whether the recipient of said notice accepted same).

10.2. Notice Addresses.

All notices shall be addressed as set forth below, or to such other address as RCES or the District shall hereafter give notice to the other in writing:

RCES: Reedy Creek Energy Services  
Attention: Director, RCES  
5300 North Center Drive  
Lake Buena Vista, Florida 32830-1000

With a copy to: Walt Disney World Resort – Legal Department  
Attention: General Counsel, Legal Department  
1375 Buena Vista Drive  
Lake Buena Vista, Florida 32830-1000

District: Reedy Creek Improvement District  
Attention: District Administrator  
1900 Hotel Plaza Blvd.  
Lake Buena Vista, Florida 32830-0170

With a copy to  
Milgrim Law Group  
Attention: Edward G. Milgrim  
3216 Corrine Drive  
Orlando, Florida 32803

11. INSURANCE.

11.1. Benefits.

RCES shall not be entitled to participate in, or to receive any benefit from, any of the District's employee benefit or welfare plans, specifically including, but not limited to, coverage under its health care program or workers' compensation program (health insurance and workers' compensation insurance, if any, shall be maintained by RCES as required by applicable Laws). The District shall have no obligation whatsoever to compensate RCES on account of any injuries which RCES or any of its employees, agents, or contractors may sustain as a result of or in the course of the performance of the Services hereunder, and RCES hereby waives, on its own behalf and on behalf of any persons claiming by, through or under RCES, any and all rights of recovery, which RCES may now or hereinafter have against the District on account of any such injuries.

11.2. Types of Insurance.

During the term of this Agreement, each party shall maintain, at each party's sole cost and expense, the following insurance with underwriters acceptable to the District:

11.2.1. Commercial General Liability insurance written on an occurrence basis in an amount of Five Million Dollars (\$5,000,000) each occurrence and in an amount of Five Million Dollars (\$5,000,000) in the annual aggregate. Such coverage shall include premises/operations, broad form contractual, products/completed operations, independent contractors, broad form property damage and personal and advertising injury.

11.2.2. Commercial Automobile Liability insurance covering all owned, non-owned and hired vehicles. Such coverage shall be written in an amount of Five Million Dollars (\$5,000,000) combined single limit.

11.2.3 Workers' compensation insurance written in accordance with statutory limits and employer's liability with an amount of One Million Dollars (\$1,000,000) per occurrence.

11.3. Certificates of Insurance.

Within ten (10) days after the acceptance of this Agreement by the District and prior to the commencement of the Services, RCES shall deliver certificates of insurance evidencing that all insurance has been obtained and is being maintained as required in this Article 11. Said certificates shall also evidence the agreement by insurers (i) to give to the District at least thirty (30) days prior written notice sent by registered mail of cancellation, non-renewal or reduction in coverage, and (ii) to name the District and its Board of Supervisors, officers, employees, agents, and successors as additional insureds with respect to the commercial general liability, automobile liability, umbrella liability and employer's liability insurance. Failure of RCES to provide said certificates of insurance, together with endorsements evidencing the foregoing (if applicable), or the subsequent receipt by the District of a notice of cancellation, non-renewal or reduction in coverage under the insurance policy(ies) by any of the applicable RCES insurance company(ies) shall constitute an event of default hereunder. Notwithstanding the foregoing, RCES shall not be obligated to provide certificates of insurance to the extent that RCES self-insures pursuant to Section 11.5.

11.4. Release/Waiver of Subrogation.

The parties are aware and understand that: (i) the District is a governmental body created by the Florida Legislature and, as such, is entitled to the benefit of sovereign immunity under the laws of the State of Florida; and (ii) RCES may be entitled to so-called derivative sovereign immunity. Nothing contained in this Agreement shall be deemed to be a waiver by either party of any of said rights. RCES acknowledges and agrees that under the principle of sovereign immunity, the District is, generally, liable for its tortious acts only up to the amounts of \$200,000/\$300,000 as specifically provided in Florida Statutes §768.28, or such other amount as may be specified in the future through any statutory modification of said statute. Notwithstanding the foregoing, or anything else contained in this Agreement to the contrary, the relationship between the parties hereto, the providing of Service, or otherwise shall in any way whatsoever constitute any waiver by the District of its rights to invoke sovereign immunity as a governmental entity and/or a waiver by RCES of its rights to invoke derivative sovereign immunity, including, without limitation, any and all indemnity obligations (common law, statutory or contractual) of RCES to the District.

RCES shall indemnify, defend and hold harmless the District its Board of Supervisors, officers, directors, agents, employees, representatives, successors and assigns from and against lawsuits and/or claims to, or judgments, settlements, losses, costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and expenses and court costs through all appeals) in favor of, third-parties arising out of or related to (or alleged to have arisen out of or be related to) this Agreement.

11.5. Self-Insurance.

Notwithstanding anything in this Agreement to the contrary, the District and RCES may each self-insure as to any insurance coverage required of the parties under this Agreement.

12. PUBLIC RECORDS.

**IF RCES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RCES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, RCES SHOULD CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS PUBLICRECORDS@RCID.ORG, MAILING ADDRESS REEDY CREEK IMPROVEMENT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX 10170, LAKE BUENA VISTA, FL 32830.**

RCES Shall:

1. Keep and maintain public records required by the District to perform the service.
2. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if RCES does not transfer the records to the District.

4. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of RCES or keep and maintain public records required by the District to perform the service. If RCES transfers all public records to the District upon completion of the contract, RCES shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RCES keeps and maintains public records upon completion of the contract, RCES shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

13. E-VERIFICATION.

RCES warrants compliance with all applicable federal immigration laws and regulations that relate to employees of RCES.

14. GOVERNING LAW.

This Agreement shall be governed by, interpreted and construed under the laws of the State of Florida, which laws shall be applied without giving effect to the principles of comity or conflicts of law thereof, and which laws shall prevail in the event of any conflict of law.

15. DETERMINATION OF DISPUTES.

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 submitted exclusively for trial before the Circuit Court for Orange County, Florida; or if such court shall not 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.

16. EQUITABLE RELIEF.

Nothing herein contained shall bar the District's right to obtain injunctive relief (without the posting of a bond) against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

17. NO IMPLIED WAIVER.

No course of dealing between the parties hereto 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.

18. BINDING OBLIGATIONS.

This Agreement shall be binding upon the parties hereto and subject to the limitations set forth in Article 8 hereof, their respective successors, permitted assigns, personal and legal representatives and administrators.

19. ENFORCEMENT.

In the event it is necessary for either party hereto to retain legal counsel or institute legal proceedings to enforce the terms of this Agreement including, without limitation, obligations upon expiration or termination hereof, the prevailing party shall be entitled to receive from the non-prevailing party, in addition to all other remedies, all costs of such enforcement including, without limitation, attorneys' fees and court costs, and including appellate proceedings. Nothing contained herein shall waive or limit the District's right to avail itself of any and all remedies provided the District by Florida law.

20. ENTIRE AGREEMENT: COUNTERPARTS.

This Agreement constitutes the entire, full and complete agreement between the District and RCES concerning the subject matter hereof, and supersedes all prior agreements, no other representations having induced RCES to execute this Agreement. No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. This Agreement may be executed in several counterparts that together shall constitute but one and the same agreement. The delivery of an executed counterpart of a signature page to this Agreement by facsimile, email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

21. SEVERABILITY.

Except as expressly provided to the contrary herein, each portion, section, part, term and/or provision of this Agreement shall be considered severable; and if, for any reason, any portion, section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future Laws or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement. In lieu of each portion, section, part, term and/or provision of this Agreement which is determined to be invalid and contrary to, or in conflict with, any existing or future Laws or regulation by a court or agency having valid jurisdiction, there shall be added as a part of this Agreement a portion, section, part, term and/or provision as nearly identical as may be possible and as may be valid, legal and enforceable.

22. CONSTRUCTION.

This Agreement has been fully reviewed and negotiated 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. All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. Time is of the essence as to all obligations under this Agreement.

23. NO THIRD PARTY BENEFICIARY: PUBLIC RIGHTS.

Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer any benefit upon any person or legal entity other than the District and RCES, and such of the District's and RCES's respective successors and permitted assigns as may be contemplated hereunder, including, without limitation, any rights or remedies under or by reason of this Agreement. Further, nothing in this Agreement shall create or be construed to create any rights in and/or for the benefit of the general public related to the subject matter herein.

24. HEADINGS.

All headings and captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

**THE DISTRICT:**

**REEDY CREEK IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
John H. Classe, Jr., District Administrator

**RCES:**

**REEDY CREEK ENERGY SERVICES**

By: \_\_\_\_\_  
Brian T. Jones, Vice President