

# **BOARD OF SUPERVISORS**

January 26, 2022 10:00 a.m.

## AGENDA

## **Board of Supervisors**

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

### January 26, 2022

### 10:00 a.m.

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. SAFETY MINUTE
- 4. APPROVAL OF MINUTES

A. Minutes of the December 15, 2021 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. Land Acquisition "Brown" Property
  - CONSIDERATION of Board approval to ratify the purchase of the "Brown" property (approximately 15 acres) in Osceola County by the Reedy Creek Improvement District on December 30, 2021 in the amount of **\$250,000.00**.

## 7. REGULAR AGENDA

- A. WWTP Biological Nutrient Removal (BNR) Treatment Train #4 Rehabilitation (P1122) Revision of Initial Budget
  - CONSIDERATION of Request for Board approval to revise the initial budget from **\$2,750,000.00** to **\$2,800,000.00** for the WWTP Biological Nutrient Removal (BNR) Treatment Train #4 Rehabilitation project. (EXHIBIT A)

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

- B. WWTP Biological Nutrient Removal (BNR) Treatment Train #4 Rehabilitation (P1122) RCES Soft Costs
  - CONSIDERATION of Request for Board approval of an additional amount Not-To-Exceed **\$50,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the WWTP Biological Nutrient Removal (BNR) Treatment Train #4 Rehabilitation project. This request includes Board authorization for RCID's and/or RCES's direct purchase of miscellaneous goods and ancillary professional services as necessary for the project.

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

- C. Fort Wilderness Live Front Replacement (P1125A) Revision of Initial Budget
  - CONSIDERATION of Request for Board approval to revise the initial budget from \$1,957,500.00 to \$2,007,500.00 for the Fort Wilderness Live Front Replacement project. (EXHIBIT B)

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

- D. Fort Wilderness Live Front Replacement (P1125A) RCES Soft Costs
  - CONSIDERATION of Request for Board approval of an additional amount Not-To-Exceed **\$50,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the Fort Wilderness Live Front Replacement project. This request includes Board authorization for RCID's and/or RCES's direct purchase of miscellaneous goods and ancillary professional services as necessary for the project.

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

- E. Amendment to Solar Purchase Power Agreement between FL Solar 5, LLC (Origis Energy) and RCID
  - CONSIDERATION of Request for Board approval of an Amendment to the Solar Purchase Power Agreement (PPA) between **FL Solar 5, LLC (Origis Energy)** and the Reedy Creek Improvement District dated October 9, 2017, and authorization for the District Administrator to execute said Amendment to the PPA and all documents and attachments therein. The purpose of the Amendment to the PPA is to provide a three (3) year extension to the term of the PPA and establish fixed pricing for the threeyear extension. (**EXHIBIT C**)
- F. Second Amendment to the Lease Agreement between FL Solar 5, LLC (Tenant) and RCID
  - CONSIDERATION of Request for Board approval of the Second Amendment to the Lease Agreement between **FL Solar 5**, **LLC** (**Tenant**) and the Reedy Creek Improvement District, a political subdivision of the state of Florida ("**Landlord**"), and authorization for the District Administrator to execute said Amendment and all documents and attachments therein. The purpose of the second Amendment to the Lease Agreement is to provide for a three-year extension to the lease associated with the FL Solar 5, LLC and to be consistent with the associated PPA. (**EXHIBIT D**)
- G. Amendment to the Solar Purchase Power Agreement between FL Solar 10, LLC (Origis Energy) and RCID
  - CONSIDERATION of Request for Board approval of an Amendment to the Solar Purchase Power Agreement (PPA) between **FL Solar 10, LLC (Origis Energy)** and the Reedy Creek Improvement District dated June 26, 2020, and authorization for the District Administrator to execute said Amendment to the PPA and all documents and attachments therein. The purpose of the Amendment to the PPA is to provide an adjusted negotiated fixed price of \$29.57/MWh for each unit of energy generated by the Solar facility for the term of the PPA. (**EXHIBIT E**)
- H. RCID Resolution No. 632 Purchase of Natural Gas from Minnesota Municipal Gas Agency
  - CONSIDERATION of Request for Board approval of **Resolution No. 632** of the Reedy Creek Improvement District authorizing the negotiation, completion, execution and delivery of a natural gas supply agreement with **Minnesota Municipal Gas Agency ("MMGA")** pursuant to a 30-year prepaid natural gas agreement between Royal Bank of Canada and MMGA and the issuance of gas revenue municipal bonds by MMGA to fund the prepaid natural gas agreement; acknowledging that the MMGA bonds are not the obligation of RCID; approving the execution and delivery of the gas

supply agreement and other documents relating to said purchase; consenting to the assignment of certain obligations under the gas supply agreement in connection with the issuance of the municipal bonds by Minnesota Municipal Gas Agency; and addressing related matters. (**EXHIBIT F**)

### 8. OTHER BUSINESS

- CONSIDERATION of Request to appoint Ms. Tina Graham as Clerk for the Board of Supervisors.
- 9. ADJOURNMENT



#### Published Daily ORANGE County, Florida

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

<u>Bill To:</u>

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 Jan 10, 2022.

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

Signature of Affiant

Rose Williams

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

cree Rollins

Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped



NOTICE OF MEETING YOU WILL PLEASE TAKE NOTICE that on January 26th at 10:00 a.m., or as soon thereafter as practicable, the Board of Supervisors of the Reedy Creek Improvement District will meet in regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time, they will consider such business as may properly come before them. them.

7121336

1/10/2022

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### MINUTES OF MEETING

Board of Supervisors

Reedy Creek Improvement District

December 15, 2021

9:30 a.m.

President Hames called the regular meeting of the Reedy Creek Improvement District Board of Supervisors to order at 9:30 a.m. on Wednesday, December 15, 2021, 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, and Don Greer, constituting a quorum of the Board of Supervisors. Others in attendance included; John Classe, District Administrator; Wanda Siskron, District Clerk; Tina Graham, Assistant Clerk, Administration; Ron Zupa, Technology Services; Chris Quinn and Susan Higginbotham, Finance; Kerry Satterwhite, Facilities; Anthony Kasper, RCES; Chief Richard LePere; Ed Milgrim and Ilana Perras, Milgrim Law Group. Those participating via teleconference were: Craig Sandt, Facilities; Bruce Jones, Procurement; Erin O'Donnell, Communications; Lexy Wollstadt, Finance; Kate Kolbo, Planning & Engineering; Yenni Hernandez, Technology Services; Deputy Chief Joel Edwards; Mike Crikis, Environmental Sciences and Todd Rimmer, WDI.

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

## SAFETY MINUTE

Mr. Eddie Fernandez was not in attendance, so Mr. Classe read Mr. Fernandez's annual holiday message for 2021.

## APPROVAL OF MINUTES

Minutes from the November 17, 2021 BOS Meeting were approved and accepted as presented.

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

## **REPORTS**

Mr. Classe reported that on November 18<sup>th</sup>, Native American Heritage Month was celebrated with a Lunch and Learn. The guest speaker was from UCF, Dr. Daniel Murphree.

Mr. Classe advised that on December 1<sup>st</sup>, the District hosted a holiday event for the Cities of Bay Lake and Lake Buena Vista residents at the Lake Buena Vista Wyndham. There were 36 attendees.

The residents were updated on new District projects. The Wyndham is the hurricane evacuation location for the cities.

Mr. Classe showed a few slides from the 80<sup>th</sup> anniversary of the attack on Pearl Harbor held on December 7<sup>th</sup>. RCFD Firefighter/Paramedic, Jose Ortiz, was named the Pipe Major of the American Firefighters and Police Pipes and Drums for the memorial. The group paid tribute at the USS Missouri and USS Arizona Memorial on December 5<sup>th</sup>.

Mr. Classe reported that on December 9<sup>th</sup>, the District's Tropical Holiday Luncheon was held at Paradise Cove. There were 179 employees who attended. Mr. Classe showed a slide of the pineapple decorating contest which was won by the Environmental Sciences team.

Mr. Classe reported that on December 10<sup>th</sup>, we celebrated the 20<sup>th</sup> anniversary of the RCID EMS Team by hosting a breakfast at the Wyndham. Four of the founding members still work at the District; Wendi Moldthan, Jason Franklin, Scott Underwood, and Travis Branum.

Mr. Classe reported that the District donated one of our utility trucks to Palm Beach State College. This allows students to get real world experience by using this type of equipment. Making this type of donation can help close the skills gap in our state colleges and universities by building strong Energy and Manufacturing programs that have industry-driven curriculum.

Mr. Classe advised that we would like to recognize Emanuel (Manny) Godwin, Fleet Service Technician, today for his 20 years with RCID. Manny will be retiring effective December 24, 2021. Mr. Godwin was presented with a plaque from Mr. Satterwhite and Mr. Welfel. Mr. Welfel advised that Manny worked in the air room with air packs and safety equipment. Mr. Welfel advised that Manny also performed work on all types of District vehicles. Mr. Welfel thanked Manny for his service and told him that he would be missed.

## **CONSENT AGENDA**

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

## Item 6A – Land Donation – Flamingo Crossings, LLC

CONSIDERATION of Request for Board approval to authorize the District Administrator to accept donation of land by Special Warranty Deed from **Flamingo Crossings, LLC** to Reedy Creek Improvement District. There is no cost to the District for this land donation. (**EXHIBIT A**)

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

## **REGULAR AGENDA**

## Item 7A – World Drive North Phase 2 – Owner-Furnished Material (OFM)

Mr. Kasper requested Board approval of additional Owner-Furnished Material (OFM) in the amount of **\$175,000.00** for the utility system improvements included in the World Drive North Phase 2 project. Funding for this request will be derived from the RCID Series 2018-1 Utility Revenue Bonds (Non-Taxable). Mr. Kasper advised that this request is due to an unforeseen conflict and will cover the cost of 800 ft. of new electrical cable and conduit. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Greer and duly seconded, the Board unanimously approved the request.

### Item 7B – World Drive North Phase 2 – RCES Soft Costs

Mr. Kasper requested Board approval of an additional amount Not-To-Exceed **\$175,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the utility system improvements included in the World Drive North Phase 2 project. This request includes Board authorization for RCID's and/or RCES's direct purchase of miscellaneous goods and ancillary professional services as necessary for the project. Funding for this request will be derived from the RCID Series 2018-1 Utility Revenue Bonds (Non-Taxable). Mr. Kasper advised that this request will cover the additional level of effort to address the unforeseen conflicts discussed in Item 7A. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Brito and duly seconded, the Board unanimously approved the request.

## Item 7C – Utility Agreement – Vista Way Apartments

Mr. Milgrim requested Board approval to authorize the District Administrator to execute on behalf of the District the proposed Utility Agreement (in substantial form) with the landowner (and its successors and assigns) of the **Vista Way Apartments** and related properties. The District agrees to amend its territorial agreement to remove the Vista Way Apartments and related properties from the District's service area as to potable water and wastewater. The owner of the Vista Way Apartments and related properties agrees to enter into an agreement with Orange County Utilities to provide potable water and wastewater services and for the owner to construct any improvements and pay any capital charges in connection therewith. RCID agrees to continue to provide potable water service until the transition occurs. Mr. Milgrim advised that this request is for a new buyer of this property to close during the 1<sup>st</sup> quarter of 2022. Mr. Milgrim advised that the new owner will pay approximately \$2M for wastewater/water main and any costs related to this action. Mr. Classe advised that RCID will not be serving anyone else outside of the District after this sale goes through. President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Adams and duly seconded, the Board unanimously approved the request. **(EXHIBIT B)** 

## Item 7D – Property Exchange – Walt Disney Parks and Resorts U.S., Inc.

Mr. Milgrim requested Board approval to authorize the District Administrator to execute on behalf of the District the proposed Land Swap Agreement and License Agreement with Walt Disney Parks and Resorts U.S., Inc. (its successor and assigns). Mr. Milgrim showed a couple of slides with the exact locations of the two properties. Mr. Milgrim advised that this request is for property along a portion of RIB #5 and along World Drive North Phase 2, near the Car Care Center. Mr. Milgrim advised that no monies are required, just an exchange of property. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Brito and duly seconded, the Board unanimously approved the request. (EXHIBIT C)

### Item 7E DMS – Fiber Optic Project – Revision of Initial Project Budget

Mr. Satterwhite requested Board approval to revise the initial project budget for the DMS Fiber Optic Capital Improvement Project from **\$8,000,000.00** to **\$10,500,000.00**. The increase in the budget is mostly related to labor and material increases since the initial budget was established. The additional funding will be transferred from savings in other projects. There is no impact to the overall 2016-2024 Transportation Projects budget. Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds. We are experiencing some delay in getting some of the materials. President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Adams and duly seconded, the Board unanimously approved the request. (EXHIBIT D)

### Item 7F DMS – Fiber Optic Project – Phase II CE&I and Testing Services

Mr. Satterwhite requested approval to enter into an Agreement for Professional Services with **AE Engineering, Inc.**, in the Not-To-Exceed total amount of **\$126,606.00**, for construction engineering, inspection, and testing services in support of the DMS Fiber Optic Project. Staff also requests Board authorization for the District Administrator to execute change orders up to an aggregate amount of **10%** of the additional contract amount. Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds. Mr. Satterwhite advised that this request is for CE&I for this project. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Brito and duly seconded, the Board unanimously approved the request. (**EXHIBIT E**)

### Item 7G DMS – Fiber Optic Project – Phase II Construction Services Agreement

Mr. Satterwhite requested approval to award a Lump Sum Fixed Price Agreement for Construction Services in the amount of **\$4,543,000.00** to the lowest responsive bidder, **Superior Construction Company Southeast, LLC**, for construction of fiber optic communication systems in multiple locations District-wide in support of the DMS-Fiber Optic Project. This request includes authorization for RCID's direct purchase of miscellaneous goods and services necessary for the project. Staff also requests Board authorization for the District Administrator to execute change orders up to an aggregate amount of **10%** of the contract amount. Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds. Mr. Satterwhite advised that bidding was recommended with fixed pricing. Mr. Satterwhite advised that the three bids received were substantially higher than amount budgeted. President Hames asked if there were any public comments on this request and there were

none. Upon motion by Ms. Adams and duly seconded, the Board unanimously approved the request.

### <u>Item 7H Osceola Parkway – World Drive NE Quadrant – Additional Area Development</u> <u>Initiatives</u>

Mr. Satterwhite requested Board approval to establish a budget of 200,000.00 for additional landscape screening, irrigation and other associated improvements in the northeast quadrant of the Osceola Parkway – World Drive NE Quadrant. Staff requests Board authorization for the District Administrator to execute contracts, work authorizations and purchase orders as necessary for the project. Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds. Mr. Satterwhite advised that this request is to do additional landscaping along the World Drive ramp to screen the adjacent property. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Greer and duly seconded, the Board unanimously approved the request. (EXHIBIT F)

## 8. OTHER BUSINESS

## Item 8A – 2022 RCID BOS Calendar

Mr. Classe requested Board approval of the 2022 RCID BOS Calendar that was included in the Board packages. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Brito and duly seconded, the Board unanimously approved the request.

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

Mr. Classe advised that there will be a Special Landowners Meeting taking place on January 26<sup>th</sup> at 9:30 a.m., for the election of a new BOS Member to replace Mr. Wayne Schoolfield. Our January BOS meeting will take place immediately following the Landowners Meeting. Mr. Classe reminded the BOS that the BOS holiday party is being held this evening.

Mr. Classe advised that today's Final Thought is from Bill Vaughan, American Columnist, "An optimist stays up until midnight to see the new year in. A pessimist stays up to make sure the old *year leaves.*"

There being no further business to come before the Board, the meeting was adjourned at 10:01 a.m.

Laurence C. Hames President, Board of Supervisors

ATTEST

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

## **DEPARTMENT REPORTS**

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



## Reedy Creek Energy Services



To:	John Classe	Date:	January 26, 2021
From:	Christine Ferraro	Extension:	(407) 824-4121
Subject:	December - Monthly Utilities Report		

## Electric and Natural Gas Purchases and Sales

December 2021: Megawatt hour loads were approximately 1.4% below budget with a monthly peak load of approximately 1.4% below budgeted levels. Average temperatures for December 2021 were 14.5% higher when compared to same month in 2020 and was 3.93% higher when compared to the average temperatures experienced in 2019. Total cost per megawatt hour (\$/MWh) for the month was approximately 3% below budget equating to approximately \$193K of net electric savings to plan. The electric savings were driven primarily by lower DEF Transmission costs due to lower system peak demands, electric sales better than forecasted, greater market purchases than forecasted, and lower electric consumption than expected.

## Natural Gas (Distribution and Hot Water)

December 2021: Natural gas commodity prices were approximately 4.8% below budgeted levels, with volumes approximately 22.71% lower than budgeted levels. Actual volumes were lower than budgeted driven by property closure resulting from the COVID19 virus pandemic that resulted in less consumption from restaurants and other attractions on property. Total natural gas cost per MMBtu (\$/MMBtu) for the month was approximately 2% below budget due to lower than budgeted levels and lower than budgeted natural gas commodity prices. Gross natural gas costs were approximately \$198K under budget driven primarily by lower natural gas volumes than budgeted and lower gas commodity prices than budgeted. RCID's natural gas price hedging program continues to provide pricing risk mitigation that helps to cap market exposure on gas prices. There is every expectation that sales volumes will return to pre-COVID levels as the property returns to normal operations. However, price volatility in the gas market is expected to continue through Qtr1 2022.

	2	2020		2	021		Differ	ence	
Water / Wastewater	Total Monthly Volume (million gallons)	Average Daily Flow (million gallons/day)	Tot Mont Volu (mill gallo	thly me ion	Average Daily Flow (million gallons/day)	Mo Vo (m	otal nthly lume illion lons)	Average Daily Flow (million gallons/day)	% Difference
Potable Water									
Consumption	336	10.8	469	.7	15.2	13	33.7	4.3	39.8%
Wastewater Generation	319.4	10.3	404	.5	13.0	8	5.0	2.7	26.6%
Reclaimed Water Usage	103.0	3.3	144	.6	4.7	4	1.6	1.3	40.4%
Wastewater									
Contribution from OCU	2.3	2.3 52.7		1.9		.2.6	-0.4	-19.3%	
Rainfall measured at									
RCID WWTP (in)		1.1		1	L.8		0.	7	67.3%
		2020		2021				Differen	ce
Water / Wastewater		Total Mor Volume (T	•	Tot	tal Monthly Vol (Tons)	lume	Tot	al Monthly Vol	lume (Tons)
Class 1 Waste Collected I	oy RCES	3114		5427				2313	
Class III Waste Collected	by RCES	157			188	31			
Offsite Landfill		3271			5872			2601	
Food Waste	590			787			197		
Class I Recycle	769			1306			537		
Green Waste		772			882			110	
C&D Collected		1583	1583		790			-793	
Manure		358			372			14	

\*All Data in Tons

#### REEDY CREEK IMPROVEMENT DISTRICT MONTHLY INTERCHANGE REPORT Dec-21

			Duke									
chk'd		Gross	Energy	FPL	FPC	TEC	NET	MWs from Indirect	ECONOMY	FIRM	TOTAL	
INITIAL	CO.	MWH	Imbalance	LOSS	LOSS	LOSS	MWH	Delivery Point	COST	COST	\$/MWH	INITIAL
=												=
	Exelon/Constellation	0	0	0	0	0	0		\$0.00		#DIV/0!	
	Citrus Ridge Solar	6,222	0	0	0	0	6,222			\$241,146.31	•	EST
CO	Duke-RC	8,995	0	0	0	0	8,995		\$259,915.00		\$ 28.90	CO 01-05-2
CO	Duke-Hamilton Solar	2,480	0	0	0	0	2,480			\$66,513.60	•	
CO	Duke-RC Franklin	32,276	0	0	0	0	32,276			\$1,771,260.70	\$ 54.88	CO 01-09-2
	Duke-RC Franklin Settlement #1									(\$25,259.49)	BP	CO 01-4-22
	Duke-RC Franklin Settlement #2									(\$16,933.57)	Morgan Stanley	CO 01-4-22
	Duke-RC Franklin Settlement #3									\$0.00	Cargill	
	Duke-RC Franklin Settlement #4									(\$82,923.94)	JP Morgan	CO 01-4-2
со	Duke-Solar	594	0	0	0	0	594			\$40,981.20		EST
со	FMPA Tolling(Cane Island)	39,432	0	0	0	0	39,432			\$151,813.20		CO 01-10-2
	POU-RC	0	0	0	0	0	0		\$0.00		#DIV/0!	
со	REM-RC	175	0	0	0	0	175		\$5,250.00		\$ 30.00	CO 01-6-22
	TYR Energy	0	0	0	0	0	0		\$0.00		#DIV/0!	
со	TAL-RC	4,670	0	0	0	0	4,670		\$134,145.00		\$ 28.7248	CO 01-4-22
	TEA-RC	0	0	0	0	0	0		\$0.00		#DIV/0!	
	FPL Non Firm T & D								\$0.00	\$0.00		
CO	Duke Non Firm T & D									\$2,381.40		CO 01-7-22
со	Duke FIRM T&D									\$581,308.09		CO 01-7-22
со	Duke Energy Imbalance	752					752		\$32,335.21			CO 01-7-22
	-											
	PURCHASES	95596	0	0	0	0	95,596	0	\$431,645.21	\$2,730,287.50		
		Los	sses to Duke	FPL	SEC	TEC	NET	MWs to Indirect	ECONOMY	FIRM	TOTAL	

		LUS	ses to Duke	- FFE	SEC	TEC	INCI	WWVS to mullect	ECONOMI	E IIXIVI	TOTAL	
INITIAL		MWH	LOSS	LOSS	LOSS	LOSS	MWH	Delivery Point	COST	COST	\$ / MWH	
=												
CO	RC-POU J	2436	0	0	0	0	2436		\$101,694.00		\$41.75	CO 01-4-22
CO	RC-TEC	243	0	0	3	0	240		\$12,000.00		\$49.38	CO 01-4-22
	TOTAL SALES	2679	0	0	3	0	2676		\$113,694.00	\$0.00	\$42.44	
	TOTAL	92917	0	0	3	0	92920		\$317,951.21	\$2,730,287.50		
	NEL Including EPCOT Diesels and CoGen	92919										

AVG \$ / MWH	\$32.80			
Month	NEL	Peak	Time	Day
Dec-21	92,919.5	155.6	15:00	12/19/2021

#### TOTAL ECONOMY AND FIRM COST

COGEN GENER	RATION
GT MONTHLY	0.00
ST MONTHLY	0.00
GT & ST MONTHLY	0.0
ECEP GENER	RATION
ECEP #1 MONTHLY	1.52
ECEP #2 MONTHLY	0.96
ECEP #1 & #2 MONTHLY	2.49
TOTAL GENERATON	2.49

\$3,048,238.71

## **RESOLUTION #613 / #615**

## MONTHLY ELECTRIC SALES, PURCHASES, AND TRANSMISSION TRANSACTIONS

	Company	Electric Sales	Electric Purchases [1]	Net Profit/(Cost) [2]	Monthly Sales Subtotal	Monthly Purchases Subtotal	Net Profit /(Cost) Subtotal
Oct-21	City of Tallahassee	\$0.00	\$83,092.00	\$13,689.91			
	Duke Energy Florida	\$0.00	\$334,930.00	\$54,713.40			
	Excellon/Constellation	\$0.00	\$63,790.00	\$0.00			
	FMPA	\$185,566.84	\$0.00	\$71,669.68			
	Orlando Utilities Commission	\$253,674.00	\$67,360.00	\$52,178.29			
	Rainbow Energy Marketing	\$0.00	\$61,818.00	\$12,102.09			
	The Energy Authority	\$61,800.00	\$34,720.00	\$24,692.02			
	TYR Energy	\$0.00	\$67,117.00	\$13,014.71			
	Total October 2021				\$501,040.84	\$712,827.00	\$242,060.10
Nov-21	City of Tallahassee	\$0.00	\$131,880.00	\$12,879.35			
	Duke Energy Florida	\$0.00	\$329,755.00	\$54,121.40			
	Orlando Utilities Commission	\$4,050.00	\$0.00	\$286.20			
	The Energy Authority	\$14,400.00	\$5,760.00	\$2,403.20			
	TYR Energy	\$0.00	\$18,767.00	\$2,527.46			
	Total November 2021				\$18,450.00	\$486,162.00	\$72,217.61
Dec-21	City of Tallahassee	\$0.00	\$134,145.00	\$19,775.25			
	Duke Energy Florida	\$0.00	\$259,915.00	\$31,752.35			
	Orlando Utilities Commission	\$101,694.00	\$0.00	\$18,423.47			
	Rainbow Energy Marketing	\$0.00	\$5,250.00	\$429.20			
	Tampa Electric Company	\$12,000.00	\$0.00	\$1,614.68			
	Total December 2021				\$113,694.00	\$399,310.00	\$71,994.95
	FY2022 to Date Total	\$633,184.84	\$1,598,299.00	\$386,272.66	\$633,184.84	\$1,598,299.00	\$386,272.66

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

Profit 17.31%

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

	Company	MMBTU's	\$/ MMBTU's	Monthly Purchase Subtotal	Monthly Sales Subtotal	Net Monthly Sales and Purchases Subtotal	Monthly Budgeted MMBTU's	Budgeted \$/ MMBTU's	Monthly Budgeted Subtotal
Oct-21	Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$1,607,624.71)	\$0.00	(\$1,607,624.71)	496,726		\$1,523,061.35
	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			
	Total October 2021	427,913	\$2.07	\$887,749.80	\$0.00	\$887,749.80	496,726	\$3.07	\$1,523,061.35
Nov-21	Hedge Settlements - JPM, DB/MS,BP, & Cargill			(\$1,800,962.45)	\$0.00	(\$1,800,962.45)	494,579		\$1,442,964.65
	FGU	152,100		\$938,761.20	\$0.00	\$938,761.20			
	Gas South	124,060		\$720,729.60	\$0.00	\$720,729.60			
	TENASKA	153,570		\$961,649.08	\$0.00	\$961,649.08			
	Radiate	27,270		\$172,619.10	\$0.00	\$172,619.10			
	Peoples Gas	813		\$5,990.55	\$0.00	\$5,990.55			
	Bookout -	3,626		\$17,532.90	\$0.00	\$17,532.90			
	FGT Usage			\$26,019.21	\$0.00	\$26,019.21			
	Total November 2021	461,439	\$2.26	\$1,042,339.19	\$0.00	\$1,042,339.19	494,579	\$2.92	\$1,442,964.65
Dec-21	Hedge Settlements - JPM, DB/MS,BP, & Cargill			(\$1,277,970.52)	\$0.00	(\$1,277,970.52)	528,819		\$1,570,879.12
	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		\$651,693.89	\$0.00	\$651,693.89			
	TENASKA	158,689		\$872,313.43	\$0.00	\$872,313.43			
	Peoples Gas	169		\$1,245.59	\$0.00	\$1,245.59			
	Bookout -	1,683		\$6,181.44	\$0.00	\$6,181.44			
	FGT Usage			\$26,761.16	\$0.00	\$26,761.16			
	Total December 2021	471,869	\$2.68	\$1,263,931.71	\$0.00	\$1,263,931.71	528,819	\$2.97	\$1,570,879.12
	FY2022 to Date Total	1,361,221	\$2.35	\$3,194,020.70	\$0.00	\$3,194,020.70	1,520,123	\$2.98	\$4,536,905.11
	Volume Variance % (mmbtu)	-10.5%							
	Volume Variance \$(000)	(\$474,255)							
	Rate Variance \$(000)	(\$868,629)							
	Total System Variance YTD	(\$1,342,884)							
	Check	(\$1,342,884)							
		-							

## J.P.Morgan

Invoice Ref:	JPM381401F	Counterparty:	Description:	Standard Settlement Instructions
<b>Invoice Date:</b>	30-Nov-2021	Reedy Creek Improvement District	Pay to:	JPMorgan Chase Bank New York
		1900 Hotel Boulevard		CHASUS33
From:	J.P. Morgan Chase Bank National Association,	Lake Beuna Vista		ABA:021000021
	New York	32830 Florida, United States	For a/c:	JPMorgan Chase Bank New York
Telephone:	+44 1202 320216	Torida, enfect blaces		304256374
Fax:	+44 808 238 3821			
Email:	ebms.settlements.bmth@jpmorgan.com			
Payment Date:	03-Dec-2021			

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

Trade Date	Deal #	Trade Type	Fixed Price	Float Price	Start Date	End Date	Quantity Set	ttlement Amount
09-Jan-2019	8500012F-3ZAQ	Swap	2.673000	-5.447000	01-Dec-2021	31-Dec-2021	26,040.00	-72,234.96
10-Apr-2019	85000F9-7TKB6	Swap	2.690000	-5.447000	01-Dec-2021	31-Dec-2021	25,048.00	-69,057.34
17-Sep-2019	85000F9-8M422	Swap	2.505000	-5.447000	01-Dec-2021	31-Dec-2021	25,048.00	-73,691.22
14-Jan-2020	85000F9-97YP5	Swap	2.443000	-5.447000	01-Dec-2021	31-Dec-2021	25,048.00	-75,244.19
05-Mar-2020	8500012F-46DX	Swap	2.360000	-5.447000	01-Dec-2021	31-Dec-2021	52,979.00	-163,546.17
24-Mar-2021	85000F9-CDI1W	Swap	2.687000 🗸	-5.447000	01-Dec-2021	31-Dec-2021	26,288.00	-72,554.88
						Subt	otal USD	-526,328.76

JPMorgan Pays Net (USD)

-526,328.76

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Page 1 of 1 - 30-Nov-2021



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

#### INVOICE

Customer Details	Bank Details	Invoice Details	
Reedy Creek Improvement District	Remit by wire transfer to:	Invoice Number:	21184130
Ray Crooks	BP Energy Company	Invoice Date:	11/29/2021
ray.crooks@disney.com	For the account of:	Contract No:	20368
		Due By:	12/03/2021
	Account Name:	BP Energy Company	
		JPMorgan Chase Bank	
	Wire City/State:	Columbus, OH	
	Transit/ABA:	021000021	
	Account No:	9102548097	

Dec 2021 Invoice for Natural Gas Swaps and/or Options

					Buy/ Sell			BP Pays Customer Pays								
Trade Type	Deal ID	Trade Date	Beg Day	End Day	Call/ Put	Total Volume	UOM	Index/ Fixed	Price	Basis	Net	Index/ Fixed	Price	Basis	Net	BP Receives/ (Pays)
NG-FP-SWAP NG-FP-SWAP		) 01/11/2018 ) 04/25/2018	01 01	31 31	S S			NG_NYMEX(NYM 1d) NG_NYMEX(NYM 1d)	5.4470 5.4470	0.0000	5.4470 Fi 5.4470 Fi		2.8900 2.7950	0.0000	2.8900 V 2.7950 V	\$(66,029.41) \$(69,058.08)

Total Swap and Options Amount Due BP (Customer):

OK to RECEIVE

n

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.

Page 1 of 1

USD \$(135,087.49) 4

Cargill				Set	tlement Inv	oice				
Cargill Inc - Risk I 9320 Excelsior Blvo Hopkins, MN 55343 United States of Ar	<b>Management</b> d 3 9497		Reedy Creek Improvement District							29-Nov-21 2128710 03-Dec-21 USD
Email: crm_hp_ope Fax: 952 249-4054	erations@cargill.com									
TRANSACTION DATE	REFERENCE UNDERLYING	CONTRACT QUANTITY	SETTLED QUANTITY	TRANSACTION TYPE	FLOATING PRICE	FIXED/STRIKE PRICE	CALCULATION DATE	COMMENTS / CUSTOMER	PREMIUM CASH	SETTLE CASH
NGZ2021 Swap						7.	ade ID: 3001011023			
2021-11-26	NGZ2021	-6.8355	6.8355		5.447	3.377	26-Nov-21		0.00	141,494.85
								NGZ2021 TOTAL	0.00	141,494.85
								SUB-TOTALS	0.00	141,494.85
						TOTAL D	UE Reedy Creek Im	provement District	U	SD 141,494.85

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.

©2021 Cargill Inc - Risk Management, ALL RIGHTS RESERVED

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

**Credit Note** 



Customer Information 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 Information Invoice 11170389-1
US Attention: SETTLEMENTS REEDYCREEK Phone: n/a Fax: n/a Email: Ray.crooks@disney.com	Bank: SUN TRUST BANK Swift Code/ABA 061000104 Acct. Number: /6215215046213/REEDY CREEK	Invoice Date:November 29, 2021Due Date:December 03, 2021>CitiKatie PaynePhone:1-212-816-9846Fax:Email:katie.payne@citi.com

PAYMENT DUE DATE:	December 03, 2021
TOTAL DUE Reedy Creek Improvement District :	USD -70,309.74 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.

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Reedy Creek Improvement District Page 1 of 2

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

Credit Note

					Swaps					
#	Trade ID	Trade Date	Index 1	Index 2	Delivery Month	Unit	Notional Quantity	Fixed Price	Float Price	Amount Due
1	45075192	06/06/2019	NYMEX NG		Dec-21	MMBTU	-25048.00 🗸	2.64/MMBTU	5.447/MMBTU	-70,309.74 🖌
Total Trades 1 Swaps Sub-Total: -70,309.74										

PAYMENT DUE DATE:	December 03, 2021
TOTAL DUE Reedy Creek Improvement District :	USD -70,309.74 USD

## Morgan Stanley

## **Summary Credit Note**

Invoice Date: Nov-29-2021 Invoice Number: 2051252-1 Due Date: Dec=03-2021

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

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

Due Date: Dec-03-2021

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

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

0579GFAB8 Account:

Description

Amount Due

Swap

(279,632.679) USD

(279,632.679) USD

(279,632.68) USD

OK to RECEIVE

12-1-21 m

## Morgan Stanley

## **Detail Credit Note**

## Please be advised that the following swaps have priced out

Trade ID	Trade Date	Swap	Quantity	We Pay	You Pay	Amount Due
18852304	Nov-15-2017	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Nov 26, 2021, You Pay Fixed	51,646 MMBT	Float 5.4470	Fixed 2.90300	(131,387.424) USD
19812341	Nov-08-2018	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Nov 26, 2021, You Pay Fixed	26,040 MMBT	Float 5.4470	Fixed 2.66	(72,573.48) USD
22323376	Dec-08-2020	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Nov 26, 2021, You Pay Fixed	26,505 MMBT	Float 5.4470	Fixed 2.59200	(75,671.775) USD

## Total Due From Morgan Stanley Capital Group Inc. in USD (279,632.68)

Due Date: Dec-03-2021



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

### INVOICE

Customer Details	Bank Details	Invoice Details	
Reedy Creek Improvement District	Remit by wire transfer to:	Invoice Number:	21189544
Ray Crooks	BP Energy Company	Invoice Date:	01/03/2022
ray.crooks@disney.com	For the account of:	Contract No:	20368
		Due By:	01/07/2022
	Account Name:	BP Energy Company	
	Wire Bank:	JPMorgan Chase Bank	
	Wire City/State:	Columbus, OH	
	Transit/ABA:	021000021	
	Account No:	9102548097	

#### Dec 2021 Invoice for Natural Gas Swaps and/or Options

					Buy/ Sell				BP F	Pays			Customer P	Pays		
Trade Type	Deal ID	Trade Date	Beg Day		Call/	Total Volume	UOM	Index/ Fixed	Price	Basis	Net	Index/ Fixed	Price	Basis	Net	BP Receives/ (Pays)
NG-FP-SSWAP	16421202	2 07/16/2021	01	31	S	55,552	MMBTU	NG_SoNat_Daily_GD(G as Daily)	3.6647	0.0000	3.6647 Fix	ed Price	3.2100	0.0000	3.2100	\$(25,259.49)
	Total Swap	and Options A	mount	Due BP	(Custon	ier):								-		USD \$(25,259.49)

## J.P.Morgan

Invoice Ref:	JPM386508F	Counterparty:	Description:	Standard Settlement Instructions
Invoice Date:	04-Jan-2022	Reedy Creek Improvement District 1900 Hotel Boulevard	Pay to:	JPMorgan Chase Bank, N.A, New York CHASUS33
From:	J.P. Morgan Chase Bank National Association, New York	Lake Beuna Vista 32830 Florida, United States	For a/c:	ABA 021000021 JPMorgan Chase Bank, N.A, New York
Telephone:	+44 1202 320216			304256374
Fax:	+44 808 238 3821			
Email:	ebms.settlements.bmth@jpmorgan.com			
Payment Date:	07-Jan-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	-3.664700	01-Dec-2021	31-Dec-2021	18,507.00	-20,296.63
26-Apr-2021	85000F9-CKGYW	Swap	2.670000	-3.664700	01-Dec-2021	31-Dec-2021	62,961.00	-62,627.31
						Sul	btotal USD	-82,923.94

JPMorgan Pays Net (USD) -82,923.94

## Morgan Stanley

## Summary Credit Note

Invoice Date Invoice Nun Due Date:		1585 Broa Attn: Com	tanley Capital Group Inc. dway,20th Floor modities , NY 10036
DISTRICT 1900 HOTE	EEK IMPROVEMENT L PLAZA BLVD NA VISTA 328308406	From: Voice: Fax: Email:	Commodities Operations 914-750-0751 commodfinsettlementsind@morganstanley.com
Attn: Voice: Fax:	Ray Crooks 407-824-7216	Account:	0579GFAB8

Description	Amount Due
Swap	(16,933.5733) USD
	(16,933.5733) USD
Due Date: Jan-07-2022	(16,933.57) USD

Page 1 of 2. REEDY CREEK IMPROVEMENT DISTRICT

## Morgan Stanley

## **Detail Credit Note**

### Please be advised that the following swaps have priced out

Trade ID	Trade Date	Swap	Quantity	We Pay	You Pay	Amount Due
22323315	Dec-08-2020	Swap - We Pay "Natural Gas GAS DAILY Southern NG Co." Dec 1-30, 2021, You Pay Fixed	14,539 MMBT	Float 3.6647	Fixed 2.50	(16,933.5733) USD

## Total Due From Morgan Stanley Capital Group Inc. in USD (16,933.57)

Due Date: Jan-07-2022

An Energy Transfer/Kinder Morgan Affiliate

Invoice	
---------	--

Final

Stmt D/T	:	1/8/2022 12:00:00 AM			Remit to Party:	006924518			Р	ayee:		0069245	518			
Billable F	Party:	091306597				FLORIDA GA DISBURSEM		IISSION CO L	LC P	ayee's Bank /	Account Num	iber: Account	Account # 9600168869			
		Reedy Creek Improvement D	istrict		Domit Addr.			Payee's Bank ACH Numb Payee's Bank Wire Numb					41203824			
		LISA MEARS	lotilot		Remit Addr:	P.O. BOX 204				•	wire Number		21000248			
		P.O. Box 10000				Dallas, TX 75	320-4032			ayee's Bank:			argo Bank NA		~	
						Payee's Name:						DISBUR	A GAS TRANSMIS SEMENT	SION CO LL	.0	
									C	Contact Name:		Sharon	Pyburn			
		Lake Buena Vista, FL 32830							C	ontact Phone	:	(713) 98	9-2093			
Svc Req	Name:	Reedy Creek Improvement D		Invoice Date:	1/10/2022			ſ	Invoice Total	Amount:			\$2,	,774.2		
Svc Req: 091306597					Sup Doc Ind:	Shipper Imba	lance			Invoice Identii	ier:			0003	38995	
Svc Req	К:	3631			Charge Indicator:	Bill on Deliver	ries			Account Num	ber:			10000	J3886	
Svc Code	•				Prev Inv ID:					Net Due Date:				01/2	20/202	
Invoice T		COMMODITY													_	
Begin Tra	ansaction D	ate: 12/1/2021			End Transaction Date:	12/31/2021			Р	lease reference	your invoice ic	lentifier and your ac	count number in your	wire transfer	r.	
Line No Re	ec Loc	Rec Loc Name	Rec Zn	Del Loc	Del Loc Nan	ne	Del Zn	Charge Type	Base Rate	Base Rate Disct	Net Rate	Quantity	Amount Due	Date Range	тт	
				16174	Reedy Creek Resid		MARKET									
	Insportation	Commodity		10171				COT	\$0.020	\$0.0000	\$0.0207	21,235	\$439.56	1-31		
Sur	rcharge: Ani	nual Charge Adjustment						ACA	\$0.001	2 \$0.0000	\$0.0012	21,235	\$25.48	1-31		
Sur	rcharge: Ma	rket Area Electric Power Cost						EPC-M	\$0.012	\$0.0000	\$0.0128	21,235	\$271.81	1-31		
Sur	rcharge: We	stern Division Electric Power Cost						EPC-W	\$0.011	0 \$0.0000	\$0.0110	21,235	\$233.59	1-31		
	0	JF Gas Deferred Surcharge						UFL	\$0.005		\$0.0059	21,235	\$125.29			
		rket Area Deferred Electric Power C		ge				UFM-E	\$0.001		\$0.0012	21,235	\$25.48			
	0	rket Area Deferred Gas Fuel Surcha	0					UFM-G	(\$0.0031		(\$0.0031)	21,235	(\$65.83)	1-31		
	0	stern Division Deferred Electric Pow		charge				UFW-E	\$0.006		\$0.0061	21,235	\$129.53	1-31		
Sur	rcnarge: vve	stern Division Deferred Gas Fuel Su	ircnarge					UFW-G	\$0.002	\$0.0000	\$0.0025	21,235	\$53.09 \$1,238.00	1-31		
2				16175	Reedy Creek Theme		MARKET					-				
Tra	ansportation	Commodity			5			СОТ	\$0.020	\$0.0000	\$0.0207	26,350	\$545.45	1-31		
Sur	rcharge: Ani	nual Charge Adjustment						ACA	\$0.001	2 \$0.0000	\$0.0012	26,350	\$31.62	1-31		
Sur	rcharge: Ma	rket Area Electric Power Cost						EPC-M	\$0.012	8 \$0.0000	\$0.0128	26,350	\$337.28	1-31		
		stern Division Electric Power Cost						EPC-W	\$0.011		\$0.0110	26,350	\$289.85	1-31		
	•	JF Gas Deferred Surcharge						UFL	\$0.005		\$0.0059	26,350	\$155.47	1-31		
	•	rket Area Deferred Electric Power Co		ge				UFM-E	\$0.001		\$0.0012	26,350	\$31.62			
	0	rket Area Deferred Gas Fuel Surcha	0					UFM-G	(\$0.0031	, .	(\$0.0031)	26,350	(\$81.69)	1-31		
		stern Division Deferred Electric Pow		charge				UFW-E	\$0.006		\$0.0061	26,350	\$160.74			
Sur	rcharge: We	stern Division Deferred Gas Fuel Su	ircharge					UFW-G	\$0.002	\$0.0000	\$0.0025	26,350	\$65.88 \$1,536.21	1-31		
												-				
										tal Amount:		47,585	\$2,774.21			

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.

An Energy Transfer/Kinder Morgan Affiliate

Final

Stmt D/T:		1/8/2022 12:00:00 AM			Remit to Party:	006924518			I	Payee:		006924	518				
Billable Party	:	091306597				FLORIDA GA		IISSION CO L	LC I	Payee's Bank /	Account Num	ber: Account	# 9600168869				
,		Reedy Creek Improvement D	)istrict		D	DISBURSEM				Payee's Bank /			ABA # 041203824				
		LISA MEARS	Jotnot		Remit Addr:	P.O. BOX 204				Payee's Bank \	wire Number:		21000248				
		P.O. Box 10000				,				Payee's Bank:			Wells Fargo Bank NA				
										Payee's Name:		DISBUF	FLORIDA GAS TRANSMISSION DISBURSEMENT				
									(	Contact Name:		Sharon	Pyburn				
		Lake Buena Vista, FL 32830								Contact Phone	:	(713) 98	9-2093				
Svc Req Nam	e:	Reedy Creek Improvement D		Invoice Date:	1/10/2022				Invoice Total		\$23	3,986.9					
Svc Req: 091306597					Sup Doc Ind:	Shipper Imbal	ance			Invoice Identi	ier:			000	038985		
Svc Req K:		5114			Charge Indicator:	Bill on Deliver	ies			Account Num	ber:			1000	003886		
Svc Code:		FTS-1			Prev Inv ID:					Net Due Date:				01/	/20/202		
Invoice Type:		COMMODITY															
Begin Transa	ction Date:	12/1/2021			End Transaction Date:	12/31/2021			1	Please reference	your invoice ide	entifier and your ac	count number in your	wire transfe	er.		
Line No Rec Lo	oc	Rec Loc Name	Rec Zn	Del Loc	Del Loc Nar	ne	Del Zn	Charge Type	Base Rat	e Base Rate Disct	Net Rate	Quantity	Amount Due	Date Range	тт		
1				16174	Reedy Creek Resid		MARKET										
Transpo	rtation Comr	nodity			···· <b>,</b> · · · ·			COT	\$0.02	07 \$0.0000	\$0.0207	48,902	\$1,012.27	1-3	1		
Surchar	ge: Annual (	Charge Adjustment						ACA	\$0.00	12 \$0.0000	\$0.0012	48,902	\$58.68	1-3	1		
	•	Area Electric Power Cost						EPC-M	\$0.01		\$0.0128	48,902	\$625.95	1-31			
	0	Division Electric Power Cost						EPC-W	\$0.01		\$0.0110	48,902	\$537.92	1-3			
		as Deferred Surcharge						UFL	\$0.00		\$0.0059	48,902	\$288.52	1-3			
	0	Area Deferred Electric Power C Area Deferred Gas Fuel Surcha		ge				UFM-E UFM-G	0.00\$ 0.003)		\$0.0012 (\$0.0031)	48,902 48,902	\$58.68 (\$151.60)	1-3 <sup>,</sup> 1-3 <sup>,</sup>			
	•	Division Deferred Electric Pow	•	charge				UFW-E	\$0.00	,	\$0.0061	48,902	\$298.30	1-3 <sup>-</sup>			
	-	Division Deferred Gas Fuel Su		onaigo				UFW-G	\$0.00		\$0.0025	48,902	\$122.26	1-3			
	-		Ū										\$2,850.99				
2				16175	Reedy Creek Theme		MARKET					-					
Transpo	rtation Comr	nodity			<b>,</b>			COT	\$0.02	07 \$0.0000	\$0.0207	49,087	\$1,016.10	1-3 <sup>-</sup>	1		
Surchar	ge: Annual (	Charge Adjustment						ACA	\$0.00	12 \$0.0000	\$0.0012	49,087	\$58.90	1-3	1		
	•	Area Electric Power Cost						EPC-M	\$0.01		\$0.0128	49,087	\$628.31	1-31			
	0	Division Electric Power Cost						EPC-W	\$0.01		\$0.0110	49,087	\$539.96	1-31			
	•	as Deferred Surcharge						UFL	\$0.00		\$0.0059	49,087	\$289.61	1-3			
	•	Area Deferred Electric Power C Area Deferred Gas Fuel Surcha		ye				UFM-E UFM-G	0.00\$ 0.003)		\$0.0012 (\$0.0031)	49,087 49,087	\$58.90 (\$152.17)	1-3 <sup>,</sup> 1-3 <sup>,</sup>			
	-	Division Deferred Electric Pow	-	charge				UFW-E	(\$0.003 \$0.00	-	(\$0.0031) \$0.0061	49,087	(\$152.17) \$299.43	1-3 1-3			
	•	Division Deferred Gas Fuel Su		onarge				UFW-G	\$0.00		\$0.0025	49,087	\$122.72	1-3 <sup>-</sup>			
	5								•	•••••		-,	\$2,861.77				
3				16257	Reedy Creek Gen		MARKET					•					
	rtation Comr	nodity						COT	\$0.02	07 \$0.0000	\$0.0207	30,131	\$623.71	1-3 <sup>-</sup>	1		
		Charge Adjustment						ACA	\$0.00	12 \$0.0000	\$0.0012	30,131	\$36.16	1-3	1		

Late Payment Charges are assessed on past due balances after the invoice date.

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Invoice

## An Energy Transfer/Kinder Morgan Affiliate

Stmt	Stmt D/T: 1/8/2022 12:00:00 AM				Remit to Party:	006924518	006924518 P					0069245	006924518			
Billa	ble Party:		091306597				FLORIDA GA		IISSION CO L	LC F	Payee's Bank /	Account Num	hber: Account	# 9600168869		
Billa	bio i urty.		Reedy Creek Improvement Di	strict		-	DISBURSEM				Payee's Bank			41203824		
			LISA MEARS	30100		Remit Addr:	P.O. BOX 204				Payee's Bank \	Nire Number		21000248		
			P.O. Box 10000				Dallas, TX 75	320-4032			Payee's Bank:			argo Bank NA		0
											Payee's Name:		DISBUR	A GAS TRANSMISS SEMENT	SION CO LL	
											Contact Name:		Sharon	•		
			Lake Buena Vista, FL 32830								Contact Phone	:	(713) 98	9-2093		
Svc	Req Name:		Reedy Creek Improvement Di	istrict		Invoice Date:	1/10/2022			ſ	Invoice Total	Amount:			\$23,	986.95
Svc	Req:		091306597			Sup Doc Ind:	Shipper Imba	lance			Invoice Identi	fier:			0003	389859
Svc	Req K:		5114			Charge Indicator:	Bill on Deliver	ries			Account Num	ber:			10000	038860
Svc	Code:		FTS-1			Prev Inv ID:					Net Due Date:				01/2	0/2022
Invo	ice Type:		COMMODITY							-			·			
Begi	n Transacti	ion Date:	12/1/2021			End Transaction Date:	12/31/2021			F	Please reference	your invoice id	lentifier and your ac	count number in your	wire transfer	r.
Line No	Rec Loc		Rec Loc Name	Rec Zn	Del Loc	Del Loc Nar	ne	Del Zn	Charge Type	Base Rate	Base Rate Disct	Net Rate	Quantity	Amount Due	Date Range	тт
															-	
	•		Division Electric Power Cost						EPC-W	\$0.01		\$0.0110	30,131	\$331.44	1-31	
	5		as Deferred Surcharge	ot Curcher	~~				UFL UFM-E	\$0.005 \$0.001		\$0.0059 \$0.0012	30,131 30,131	\$177.77 \$36.16	1-31	
	•		Area Deferred Electric Power Co Area Deferred Gas Fuel Surchar		ye				UFM-E	\$0.00		(\$0.0012	30,131	(\$93.41)	1-31 1-31	
	•		Division Deferred Electric Powe	•	charge				UFW-E	\$0.000		\$0.0061	30,131	\$183.80	1-31	
	•		Division Deferred Gas Fuel Sur		onargo				UFW-G	\$0.002		\$0.0025	30,131	\$75.33	1-31	
	j												,	\$1,756.64		
													-			
4					28712	Osceola Co-PGS		MARKET								
	Transporta		•						COT	\$0.020		\$0.0207	1,000	\$20.70	7-7	
	-		Charge Adjustment						ACA	\$0.001		\$0.0012	1,000	\$1.20	7-7	
	•		rea Electric Power Cost						EPC-M	\$0.012		\$0.0128	1,000	\$12.80	7-7	
	•		Division Electric Power Cost						EPC-W	\$0.01		\$0.0110	1,000	\$11.00	7-7	
	•		as Deferred Surcharge	ot Curcher	~~				UFL UFM-E	\$0.005		\$0.0059 \$0.0012	1,000	\$5.90	7-7 7-7	
	•		Area Deferred Electric Power Co		ye				UFM-E	\$0.001 (\$0.002		\$0.0012 (\$0.0021)	1,000 1,000	\$1.20 (\$2.10)	7-7	
	-		Area Deferred Gas Fuel Surchar Division Deferred Electric Powe	-	chargo				UFW-E	0.003(\$0.003) \$0.006	, .	(\$0.0031) \$0.0061	1,000	(\$3.10) \$6.10	7-7	
	•		Division Deferred Gas Fuel Su		charge				UFW-G	\$0.002		\$0.0001	1,000	\$2.50	7-7	
	ourenarge.	. western		ronargo					01110	ψ0.002	φ0.0000	ψ0.0020	1,000	\$58.30		
													-			
5	_				28712	Osceola Co-PGS		MARKET								
	Transporta		•						COT	\$0.020		\$0.0207	2,572	\$53.24	20-22	
	0		Charge Adjustment						ACA	\$0.001		\$0.0012	2,572	\$3.09	20-22	
	•		rea Electric Power Cost						EPC-M	\$0.012		\$0.0128	2,572	\$32.92	20-22	
	•		Division Electric Power Cost						EPC-W	\$0.01		\$0.0110	2,572	\$28.29	20-22	
	•		as Deferred Surcharge						UFL	\$0.005		\$0.0059	2,572	\$15.17	20-22	
	•		Area Deferred Electric Power Co		ge				UFM-E	\$0.001 (\$0.002		\$0.0012 (\$0.0021)	2,572	\$3.09 (\$7.07)	20-22	
	Surcharge:	. warket A	rea Deferred Gas Fuel Surchar	ge					UFM-G	(\$0.003	1) \$0.0000	(\$0.0031)	2,572	(\$7.97)	20-22	

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Final

Invoice

Final

### An Energy Transfer/Kinder Morgan Affiliate

Stmt D/T:	timt D/T: 1/8/2022 12:00:00 AM				006924518			F	Payee:		006924	006924518			
Billable Party:	091306597						AISSION CO L	LC F	Payee's Bank A	Account Num	iber: Account	# 9600168869			
	Reedy Creek Improvement Dis	strict		Remit Addr:	DISBURSEM P.O. BOX 20				Payee's Bank A Payee's Bank V			ABA # 041203824 ABA # 121000248			
	LISA MEARS				Dallas, TX 75	320-4032			Payee's Bank:			argo Bank NA			
	P.O. Box 10000								Payee's Name:			FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT			
								(	Contact Name:		Sharon	Pyburn			
	Lake Buena Vista, FL 32830							(	Contact Phone	:	(713) 98	39-2093			
Svc Req Name:	Reedy Creek Improvement Di	istrict		Invoice Date:	1/10/2022			]	Invoice Total	Amount:			\$23,	986.95	
Svc Req:	091306597			Sup Doc Ind:	Shipper Imba	llance			Invoice Identif	ier:			0003	389859	
Svc Req K:	5114			Charge Indicator:	Bill on Delive	ries			Account Num	ber:			10000	038860	
Svc Code:	FTS-1			Prev Inv ID:					Net Due Date:				01/2	0/2022	
Invoice Type:	COMMODITY														
Begin Transaction Date:				End Transaction Date:	12/31/2021			F	Please reference	your invoice id	entifier and your ac	count number in your	wire transfer	r.	
Line Real as	Rec Loc Name	Rec Zn D	Del Loc	Del Loc Nar		Del Zn	Charge	Base Rate	Base Rate	Net Rate	Quantity	Amount Due	Date	тт	
No Rec Loc							Туре		Disct		,		Range		
Surcharge: Western	Division Deferred Electric Powe	er Cost Surcha	arge				UFW-E	\$0.00	61 \$0.0000	\$0.0061	2,572	\$15.69	20-22		
Surcharge: Western	Division Deferred Gas Fuel Sur	rcharge					UFW-G	\$0.002	\$0.0000	\$0.0025	2,572	\$6.43	20-22		
											-	\$149.95			
6		28	8712	Osceola Co-PGS		MARKET									
Transportation Comr	nodity						COT	\$0.020	\$0.0000	\$0.0207	1,267	\$26.23	29-29		
Surcharge: Annual (	<b>°</b> ,						ACA	\$0.00		\$0.0012	1,267	\$1.52	29-29		
U U	Area Electric Power Cost						EPC-M	\$0.012		\$0.0128	1,267	\$16.22	29-29		
•	Division Electric Power Cost						EPC-W UFL	\$0.01 \$0.00		\$0.0110 \$0.0050	1,267	\$13.94 \$7.48	29-29		
•	as Deferred Surcharge Area Deferred Electric Power Co	st Surchargo					UFL UFM-E	\$0.00 \$0.00		\$0.0059 \$0.0012	1,267 1,267	\$7.48 \$1.52	29-29 29-29		
-	Area Deferred Gas Fuel Surchar	-					UFM-G	(\$0.003		(\$0.0012	1,207	(\$3.93)	29-29		
-	Division Deferred Electric Powe	-	arae				UFW-E	\$0.000	, .	\$0.0061	1,267	\$7.73	29-29		
•	Division Deferred Gas Fuel Sur		<u>J</u>				UFW-G	\$0.002		\$0.0025	1,267	\$3.17	29-29		
											-	\$73.87			
7		28	8712	Osceola Co-PGS		MARKET									
Transportation Comr	nodity						СОТ	\$0.020	\$0.0000	\$0.0207	473	\$9.79	31-31		
Surcharge: Annual (	Charge Adjustment						ACA	\$0.00 <sup>-</sup>	\$0.0000	\$0.0012	473	\$0.57	31-31		
0	Area Electric Power Cost						EPC-M	\$0.012		\$0.0128	473	\$6.05	31-31		
•	Division Electric Power Cost						EPC-W	\$0.01		\$0.0110	473	\$5.20	31-31		
•	as Deferred Surcharge						UFL	\$0.00		\$0.0059	473	\$2.79	31-31		
	Area Deferred Electric Power Co Area Deferred Gas Fuel Surchar						UFM-E UFM-G	\$0.00°		\$0.0012 (\$0.0031)	473 473	\$0.57 (\$1.47)	31-31 31-31		
	Division Deferred Electric Powe		arge				UFW-G	0.003(\$0.003) \$0.006		(\$0.0031) \$0.0061	473	(\$1.47) \$2.89	31-31		
•	Division Deferred Gas Fuel Sur		ai go				UFW-G	\$0.002		\$0.0025	473	\$1.18 \$27.58	31-31		
<u>_</u>			1007			MADVET					-	<i> </i>			
8		61	1237	Kissimmee Cane Island		MARKET									

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Invoice

Final

## An Energy Transfer/Kinder Morgan Affiliate

Stmt [	/T:	1/8/2022 12:00:00 AM		Remit to Party:	006924518			F	Payee:		0069245	006924518				
Billab	e Party:	091306597				FLORIDA GA		IISSION CO L	LC F	Payee's Bank A	ccount Num	iber: Account	# 9600168869			
		Reedy Creek Improvement Di	strict		Remit Addr:	DISBURSEM P.O. BOX 204				Payee's Bank A			ABA # 041203824 ABA # 121000248			
		LISA MEARS	othot		Remit Addr:					Payee's Bank V	vire Number					
		P.O. Box 10000				Dallas, TX 75			Payee's Bank:			Wells Fargo Bank NA				
									ŀ	Payee's Name:			A GAS TRANSMISS SEMENT	SION COLL	C	
									(	Contact Name:		Sharon	Pyburn			
		Lake Buena Vista, FL 32830							C	Contact Phone	:	(713) 98	(713) 989-2093			
Svc R	eq Name:	Reedy Creek Improvement D	istrict		Invoice Date:	1/10/2022			]	Invoice Total A	Amount:			\$23,	986.95	
Svc R	Svc Req: 091306597				Sup Doc Ind:	Shipper Imba	lance		ĺ	Invoice Identif	ier:			000389859		
Svc Req K: 5114				Charge Indicator: Bill on Deliveries					Account Number: 1000							
Svc C	Svc Code: FTS-1				Prev Inv ID:				ĺ	Net Due Date:				01/20	0/2022	
Invoic	е Туре:	COMMODITY							-							
Begin	Transaction Date	e: 12/1/2021			End Transaction Date:	12/31/2021			F	Please reference	your invoice id	lentifier and your ac	count number in your	wire transfer		
Line No	Rec Loc	Rec Loc Name	Rec Zn	Del Loc	Del Loc Nar	ne	Del Zn	Charge Type	Base Rate	Base Rate Disct	Net Rate	Quantity	Amount Due	Date Range	тт	
-	ransportation Co	nmodity						СОТ	\$0.020	07 \$0.0000	\$0.0207	278,008	\$5,754.77	1-31		
;	Surcharge: Annua	I Charge Adjustment						ACA	\$0.00	12 \$0.0000	\$0.0012	278,008	\$333.61	1-31		
:	Surcharge: Marke	t Area Electric Power Cost						EPC-M	\$0.012	\$0.0000	\$0.0128	278,008	\$3,558.50	1-31		
	•	rn Division Electric Power Cost						EPC-W	\$0.01		\$0.0110	278,008	\$3,058.09	1-31		
	•	Gas Deferred Surcharge						UFL	\$0.005		\$0.0059	278,008	\$1,640.25	1-31		
	•	t Area Deferred Electric Power Co	-	ge				UFM-E	\$0.00		\$0.0012	278,008	\$333.61	1-31		
	0	t Area Deferred Gas Fuel Surcha	0					UFM-G	(\$0.003		(\$0.0031)	278,008	(\$861.82)	1-31		
	0	rn Division Deferred Electric Pow		cnarge				UFW-E	\$0.000		\$0.0061	278,008	\$1,695.85	1-31		
:	surcharge: weste	rn Division Deferred Gas Fuel Su	rcharge					UFW-G	\$0.002	25 \$0.0000	\$0.0025	278,008	\$695.02 \$16,207.87	1-31		
												-	\$10,201.01			
									Invoice To	tal Amount:		411,440	\$23,986.95			

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REEDY CREEK IMPROVEMENT DISTRICT

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

## MEMORANDUM

- DATE: January 18, 2022
- TO: John Classe
- FROM: C. Michael Crikis

SUBJECT: Monthly Report for December 2021

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

Regulatory Activities – sampling and testing

- 298 sites were visited.
- 1,021 samples were collected or delivered.
- 3,189 tests were assigned.
- Non-Potable Water Proficiency Testing samples were received for the General Chemistry and Metals analyses.

Mosquitoes Monitoring

- 146 traps were set up in 37 locations.
- 14,772 mosquitoes were collected and identified.
- Decreased rainfall resulted in a decline in mosquito populations over the month of December.

Meetings and Educational Sessions Participation

• No meetings or conferences were attended

Anniversary

• No anniversaries

CC: RCID Pollution Control Board

## Human Resources January 2022

## **Open Positions**

- Fire Dept.
  - <u>Firefighter/Paramedic –</u> Accepting applications
  - <u>Paramedic –</u> Accepting Applications
- Building & Safety
  - o <u>Electrical Inspector Accepting applications, interviews in progress</u>
  - <u>Electrical Plans Examiner –</u> Accepting applications
- Facilities
  - o <u>Administrative Assistant Accepting applications, interviews in progress</u>
  - Facility Maintenance Specialist Accepting applications, interviews in progress
- Technology Services
  - <u>Sr. Systems Administrator Onbase –</u> Accepting applications

## **Filled Positions:**

- Technology Services
  - $\circ$  <u>GIS Analyst</u> Adam Ottinger Start date 1/10/22
- Facilities
  - $\circ \quad \underline{Facility \ and \ Fleet \ Management \ Intern} Amber \ Lindsey Start \ date \ 1/19/22$
  - <u>Construction Management Intern</u> Shenly Reyes Start date 1/19/22
- Planning & Engineering
  - <u>Compliance Intern</u> Dorian Orozco Start date 1/19/22
- *Fire Dept.* 
  - o <u>Battalion Chief</u> Internal candidates identified, offers in process

## **Resignations/Retirements**

- Jillian Holton Communicator Fire Dept. Resignation effective 1/14/22
- Al Falkowski Communicator Fire Dept. Retirement effective 1/31/22


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

To: John Classe

From: Jerry Wooldridge

Subject: Monthly Report – December, 2021

**Department: Building & Safety** 

S

#### **Regulatory Activities:**

- Certificate of Occupancy Issued:
  - o Polynesian Guestroom Renovation Bldg 05
  - o Allstar Music Guestroom Renovation-Bldg 02
  - o Allstar Music Guestroom Renovation-Bldg 01
  - o Polynesian Guestroom Renovation Bldg 02
  - o Polynesian Guestroom Renovation Bldg 03
  - o Polynesian Guestroom Renovation-Bldg 08
  - o Polynesian Guestroom Renovation Bldg 04
  - o Main Street USA Train Station Renovation
  - o Polynesian Guestroom Renovation Bldg 06
  - o Grand Floridian Citricos Kitchen Refresh
  - o Polynesian Guestroom Renovation-Bldg 09
  - $\circ \quad \mbox{Production Services Bldg Breakroom Refresh}$
  - o Town Center B070-101 Jo Malone
- Certificate of Construction Completion Issued:
  - Allstar Music Guestroom Renovation-Bldg 01
  - o Animal Kingdom Lodge WiFi Installation- Main Bldg
  - o C2 Hotel
  - C2 Hotel- Kitchen Equipment
  - Contemporary Outlet and J-Box Installation
  - EP Project S- Passenger Elevator #4
  - o Fairfield Inn Hotel- Flamingo Crossings
  - o Fantasmic Island Electrical Modifications
  - o FDOT Bridge 756010 & 756012 Replacement
  - o Grand Floridian Citricos Kitchen Refresh
  - o Jambo House Grease Trap Replacement
  - o Kiosk Removal- Magic Kingdom
  - o MO 5 Confectionery Renovation
  - o Polynesian Guestroom Renovation Bldg 09
  - o Project A
  - Project H- Freight Elevator # 3 E900996
  - o Project P
  - o Residence Inn Hotel Flamingo Crossings E3
  - o Residence Inn Hotel- Flamingo Crossings
  - Yacht Club Hotel Elevator #6 Modernization E900320
  - Yacht Club Hotel Elevator #7 Modernization E900321

January 4, 2022

Division	Applied Permits	lssued Permits	Plan Reviews Performed	Inspections Conducted
Building	381	152	975	1105
Electrical	469	233	360	758
Elevator	22	7	10	1034
Fire/Kitchen	45	13	102	73
Gas	20	3	10	66
Mechanical	29	13	92	187
Plumbing	47	22	78	283
Swimming Pool	21	6	26	47
<b>Registered Attractions</b>	0	0	0	12
Master Permit	0	0	0	0
Service Call Technician	0	0	0	326
Total	1034	449	1653	3891



#### **Celebrations:**

- Work Anniversaries:
  - o Josue Moreno Quinones 5 years, Plumbing Inspector
  - o Jacob Simpson 9 years, Chief Specialty Inspector
  - o Jennifer Johnson 8 years, Lead Permit Technician

# **PLANNING & ENGINEERING**

## DEPARTMENT

**DECEMBER 2021** 

ACTIVITY REPORT

SUBMITTED BY KATHRYN BOES KOLBO, P.E.

#### **REGULATORY REVIEWS**

#### **BUILDING PERMIT REVIEW**

- Reviewed 119 / Approved 102
- Awaiting Approval 17

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

7-Eleven Flamingo Crossings

• Plans received 11/17/20. RAI #1 issued 11/24/20, response received 12/15/20; RAI #2 issued 12/23/20, response received 1/6/21; RAI #3 issued 1/6/21, awaiting response. As of December 2021, the project is no longer on hold. Revised plans were received on 12/16/21; under review.

403 Basin EC Area Development – Site Development

• Plans received 11/22/21. Additional information received 11/29/21. Planning approval issued 12/13/21.

#### Epcot BOH Parking

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

Flamingo Crossings Advent Health OSED

- Consistency application received 11/24/21. RAI #1 issued 12/2/21, response received 12/2/21. Certificate of Consistency issued 12/8/21.
- Site Plan submittal received 12/3/21. RAI #1 issued 12/17/21, awaiting response.

#### Project U

• Consistency application received 11/18/21. RAI #1 issued 11/29/21, response received 11/30/21. Under review.

#### PVR Project B

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

RCID Environmental Sciences Lab Phase 2 Project

• Awaiting full submittal.

#### **CONCURRENCY REVIEW**

• No projects to report at this time.

#### LANDSCAPE/IRRIGATION REVIEW

- Project 89 Area Development- (Project on hold).
- Magnolia Golf Hole 14-17 Redevelopment Landscape/Irrigation plans received 10/28/21. RAI issued 11/18/2021, awaiting response.

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

7-Eleven Flamingo Crossings

• Project set up 12/16/21, initial submittal 12/16/21. RAI #1 sent 12/22/21, awaiting response.

Celebration Island Village Elementary School Modification

• Initial submittal 12/17/21, under review.

Celebration Montessori Classroom Addition

• Project set up 6/9/21, awaiting initial submittal.

#### Delamarre Apartments Phase 2

- Project set up 7/15/21, initial submittal received 7/28/21. RAI #1 issued 8/23/21, response received 10/21/21.
- Submitted to SFWMD 10/25/21. RAI issued 11/16/21, RAI response to SFWMD sent 11/23/21.
- SFWMD Permit issued 12/21/21.

Flamingo Crossings Advent Health OSED

• Project set up 10/27/21, initial submittal received 11/24/21. RAI #1 sent 12/10/21, awaiting response.

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, under review.

Magnolia Golf Hole 14-17 Redevelopment

- SFWMD Permit issued 7/15/21.
- Site Civil submitted 7/22/21. RAI sent 8/5/21, response received 10/18/21. RAI #2 issued 11/4/21, response received 11/10/21. RAI #3 issued 11/22/21, awaiting response.

#### PVR Project B

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

RCID Environmental Science Lab Phase 2

- Project set up 4/23/21, initial submittal received 4/27/21. RAI #1 issued 5/11/21, response received 5/18/21; RAI #2 issued 6/14/21, response received 6/28/21; RAI #3 issued 7/21/21, response received 10/18/21; RAI #4 issued 10/28/21, response received 11/2/21.
- Submitted to SFWMD 11/15/21. RAI issued 12/13/21, awaiting response.

Swan Pool Improvements

• Project set up 5/13/19, initial submittal received 11/4/21. RAI #1 issued 12/6/21, response received 12/13/21. RAI #2 issued 12/15/21, awaiting response.

WaterStar Orlando Storm Water Management Design Major Modification.

- Project set up 9/13/21, initial submittal received 9/13/21.
- RAI # 1 issued 10/04/21, response received 11/19/21, submitted to SFWMD 12/13/21, under review.

#### SITE CIVIL REVIEW

403 Basin EC Area Development – PKG. 5 Site Development

- Project set up 4/9/20, initial submittal received 11/29/21. RAI #1 issued 12/7/21.
- Casting Building Drainage
  - Initial submittal received 5/24/21. RAI #1 issued 6/3/21, response received 6/25/21; RAI #2 issued 7/2/21.
- Global BOH Upgrades (DAK1 and MK1)
  - Project setup 1/13/21, initial submittal received 1/18/21. RAI #1 issued 1/22/21.
- Global BOH Upgrades Project H Gate
  - Initial submittal received 9/10/21. RAI #1 issued 9/23/21, response received 9/24/21.
  - Awaiting SWPPP review.

Rehabilitation of Disney's All-Star Lift Station 56

- Project set up 10/29/21, initial submittal 10/29/21, response received 10/15/21.
- Site Civil Approval issued 11/16/21.

Sunbelt Rental Bonnet Creek Road

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

Typhoon Lagoon North Storm Drain Replacement Ph. 3

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

Typhoon Lagoon Volleyball Court Cabanas

- Initial submittal 11/3/21. RAI #1 issued 11/8/21, response received 12/10/21.
- Site Civil approval issued 12/14/21.

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

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

### **RIGHT OF WAY PERMITS ISSUED**

Permit #1813 DC Cast Rally

• Received 12/3/21, issued 12/3/2021

Permit #1814 Flamingo Crossings Pond Trail - ROW

- Received 1/15/21, issued 12/9/2021
- Permit #1815 RCID Flamingo Crossings Pedestrian Bridges Hartzog Rd Full Closure MOT
  - Received 11/17/21, issued 12/8/2021

Approval #1816 RCID FC Pedestrian Bridge 1 Unload Western Way MOT

• Received 11/30/21, issued 12/22/2021

Permit #1817 Lemon Lot Closure MOT

• Received 12/9/21, issued 12/29/2021

Permit #1818 Walt Disney World Marathon Weekend Jan 2022

• Received 12/21/21, issued 12/30/2021

Approval #1819 RCID World Dr Overhead Sign Truss Installation MOT Plan

• Received 12/8/21, issued 12/30/2021

#### **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.

Celebration Professional Plaza

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

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.

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.

Grand Royal Hotel

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

Hartzog Road Re-Alignment

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

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.

#### TRIBUTARY BASIN REVIEW (CONTINUED)

#### 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.

#### KRPC Hartzog Road

- Project setup 4/28/21, awaiting initial submittal.
- Initial submittal 6/16/21, comments sent on 8/16/21, awaiting response.

#### Lake Star Road

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

#### Lake Wilson Reserve

- Project set up 11/18/20, initial submittal received 11/23/20. Comments sent on 12/01/20.
- Additional information submitted 12/23/20.
- Agreement reviewed by legal, awaiting proof that grantee is authorized to sign agreement.
- Sent letter to Grantee from Legal Counsel dated 11/22/21 noting project is under construction and drainage agreement is still needed.
- Sent Draft Agreement on 12/2/21.
- Received signed Agreement and check on 12/16/21. Agreement executed on 12/20/21 and sent to Grantee for recording.

Orlando World Marriott - Aquatic Center

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

#### Overlook Phases I & II

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

#### **Rolling Oaks**

- Project set up 10/17/18. Letter sent 12/10/18 requesting additional information.
- RCID Legal Counsel sent letter 12/10/19.
- Phone call with Wooden Bridge on 1/16/20. Waiting for maps from Wooden Bridge.
- Received plans and legal descriptions on 3/19/20. Draft Agreement sent to Grantee on 4/28/21.

Sinclair Road Property

• Project set up 10/27/21, initial submittal 10/28/21.

#### TRIBUTARY BASIN REVIEW (CONTINUED)

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.

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.

#### Storey Grove

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

#### Village F Parcel S-21

- Project set up 8/31/21, awaiting initial submission. Initial submittal on 8/31/21 and comments sent on 9/3/21. Response to comments received on 10/25/21. Draft agreement sent to RCID Legal for review on 10/28/21.
- Grantee has questions on insurance requirements.

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.

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.

Wither South PD

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

#### **CONSTRUCTION COMPLIANCE INSPECTIONS**

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

- AK Lodge Grease Trap
- All Star Horticulture Pads
- Best Friend's Addition
- Celebration C8 Parcel
- Celebration Creation Kids
- Celebration Island Village Project
- Celebration Parking Lot
- Celebration Pointe
- DAK Seating
- DHS BOH Gate
- DHS Galaxy Edge BOH
- DHS Fantasia Storm Improvement
- DS Greenleaf (On Hold)
- Drury Hotel
- Epcot
  - o NW Laydown
  - o Canal Modification Project
  - o Project G Pkg 1, Pkg 2, Pkg 3
- Epcot Center Drive Bridge Re-decking
- Epcot Resorts Blvd. Bridge Reconstruction
- Ferryboat 2<sup>nd</sup> Landing MK and TTC
- Ferryboat Landing Laydown
- Flamingo Crossings College Housing West
- Flamingo Crossings Dominos
- Flamingo Crossings Dunking Donuts
- Flamingo Crossings Five Guys
- Flamingo Crossings Ped Bridges
- Flamingo Crossings Town Center Ph1
- Flamingo Crossings Town Center Pond Trail
- Flamingo Crossings Wendy's
- Hartzog Rd

- MK 2
- MK Annex Directional Drill
- MK Park 2 Roadside Improvements
- Osceola/World Interchange Extension
- Project H
- Project Tacos (On Hold)
- PVR Cast Entrance
- 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 2021 was compiled by RCID compliance team in February; the work began in April and was completed September 30, 2021.
- 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 were completed during the 2021 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; bridge inspections occur bi-annually.
- P&E has previously assessed the condition of existing guardrail throughout the District Roadways; repair and replacement work is on-going.

#### 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.
- 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.
- Plans for the pavement rehabilitation of Victory Way between Buena Vista Drive and Osceola Parkway are complete and were delivered to the Facilities Construction Team in early FY 21; construction is scheduled for FY 22.

#### **TRAFFIC OPERATIONS**

- Eighteen (18) traffic signal and ITS maintenance inspections were completed in December
- ITS team responded to six (6) after hour service requests
- ITS team managed inspection and activation of the traffic signal at Hartzog Rd @ Sandpiper Landing Way
- ITS team managed inspection and modification of the traffic signal at Western Way @ Flagler Ave
- ITS team managed traffic to assist with flying pedestrian bridge over Hartzog Rd
- ITS team managed holiday traffic demands around Disney Springs and across property

## **DESIGN MANAGEMENT**

#### $Bridge \ 7560010 \ \text{and} \ 756012 - \text{superstructure replacement}$

- Design plans were finalized in early FY 21 and delivered to the Facilities Construction Team.
- Construction is underway and scheduled for completion mid-December.

#### BRIDGE 756009 – SUPERSTRUCTURE REPLACEMENT

- Design plans were finalized and delivered to the Facilities Construction Team 10/21/2021.
- Facilities has scheduled construction to begin January 2022 with completion by May 30, 2022.

#### SOUTH HARTZOG ROAD TRANSITION SECTION

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

#### WORLD DRIVE NORTH PHASE 3

- The Final Design Contract was awarded to TLP Inc. at the April 2020 BOS meeting; the limited NTP was issued 4/23/2020.
- Final Design is complete and was delivered to the Facilities Construction Team as indicated below:
  - o 100% Plans & Specifications for bidding were issued 9/15/2021.
  - The Environmental Resource Permit (ERP) Application was submitted to SFWMD on 10/11/21. SFWMD issued an RAI on 10/28/21 and responses were submitted to the agency 11/4/21. Permit issuance is expected in early December.
  - o Conformed Plan Set to be issued subsequent to bidding by Construction Team.

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

#### BRIDGE CROSSING AT PERIMETER CANAL

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

#### **Replacement of Re-Use Line Across Perimeter Canal**

- Design for the removal and replacement of an existing RCES owned 48" Re-Use Line began in November of 2020. Due to the age of the existing line and RCES' lack of previous design and construction documentation, extensive field investigation was required delaying design.
- Final plans were completed in May 2021 and delivered to the Construction Team in June.
- Construction was delayed to allow the work to occur during the dry season; thus construction is scheduled to begin in January 2022.
- On 11/1/21 the Construction Team issued a limited NTP to Southland Construction, Inc.

#### **Replacement of S-46 Deck Structure**

- Annual WCS inspections revealed that the deck structure was failing due to excessively heavy utility traffic.
- Design for the replacement of this deck began in January 2020 and was completed March of 2020.
- Construction has been delayed to allow for the installation of the Canal Bridge and 48" Re-Use line; details of those projects are outlined above.

# **EXHIBIT A**

# WWTP Biological Nutrient Removal (BNR) Treatment Train #4 Rehabilitation

	RCID Authorized Funding				
Project	Initial Project Budget	Revised Project Budget	Previous Requests	This Request	Total Requests
WWTP BNR Treatment Train #4 Rehabilitation					
Construction Felix Associates of Florida (March 2020)	\$2,200,000	\$2,200,000	\$2,195,800		\$2,195,800
Owner Furnished Material (August 2021)	\$20,000	\$20,000	\$20,000		\$20,000
RCES Soft Costs (March 2020) (August 2021)	\$310,000	\$360,000	\$330,000 -\$20,000		\$360,000
(January 2022)				\$50,000	
Contingency (March 2020)	\$220,000	\$220,000	\$219,580		\$219,580
Total	\$2,750,000	\$2,800,000	\$2,745,380	\$50,000	\$2,795,380



**EXHIBIT A** 

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# **EXHIBIT B**

# **Fort Wilderness Live Front Replacement**

	Initial Project	Revised Project	Previous	This	Total
Project	Budget	Budget	Requests	Request	Requests
Fort Wilderness Live Front Replacement					
Construction	\$925,000	\$925,000			\$920,743
Maddox Electric Company, Inc. (November 2020)			\$920,743		
Owner Furnished Material	\$725,000	\$725,000			\$725,000
(November 2020)			\$725,000		
RCES Soft Costs	\$215,000	\$265,000			\$265,000
(November 2020)			\$185,000		
(September 2021)			\$30,000		
(January 2022)				\$50,000	
Contingency	\$92,500	\$92,500			\$92,074
(November 2020)			\$92,074		
Total	\$1,957,500	\$2,007,500	\$1,952,817	\$50,000	\$2,002,817





# **EXHIBIT C**

#### AMENDMENT TO POWER PURCHASE AGREEMENT

This Amendment to Power Purchase Agreement ("Amendment") is entered into as of January \_\_\_\_\_, 2022 (the "Amendment Effective Date"), by and between FL Solar 5, LLC, a Delaware limited liability company ("Seller") and Reedy Creek Improvement District, a political subdivision of the state of Florida ("Buyer"). Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

#### WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Power Purchase Agreement effective as of October 9, 2017 and as previously amended (the "PPA");

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

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

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

1. **Defined Terms and Phrases.** The capitalized terms and phrases used in this Amendment but not defined herein shall have the meaning stated in the PPA.

2. **Amendments to PPA.** Commencing on the Amendment Effective Date, the PPA shall be amended as follows:

a. Section 3.1, Term. Section 3.1 is deleted and replaced in its entirety with the following:

Term. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until the earlier of (i) the date that is the twentieth  $(20^{th})$ anniversary of the Commercial Operation Date of the Facility; (ii) termination of the Land Lease as further set forth in Section 3.2 below; or, (iii) any early termination of this Agreement in accordance with its terms and conditions (the "Term"). Either Party may unilaterally elect to extend the Term an additional three (3) years by providing written notice to the other Party not less than twenty-four (24) months' prior to the expiration of the initial Term (such extension, the "Initial Extension"). If an Initial Extension applies, then Buyer shall have the right to further extend the Term beyond the end of the Initial Extension for up to an additional period of five (5) years that it may designate in its sole discretion (such extension, the "Buyer Extension"), provided that the Land Lease remains in effect for the entire Term, as extended. Buyer must provide written notice of its election of a Buyer Extension (specifying the number of years of such extension) to Seller not less than twenty-four (24) months' prior to the expiration of the Initial Extension. The same contract terms and conditions that apply under this

Agreement in the final year of the Initial Extension will apply for the duration of Buyer Extension.

- b. Section 4.1, Delivery Period. Section 4.1 is amended by replacing "seventeenth (17<sup>th</sup>)" with "twentieth (20<sup>th</sup>)".
- c. Section 8.4, Output Requirement. Section 8.4 is amended by replacing both instances of "eighty percent (80%)" with "seventy-five percent (75%)."
- d. **Exhibit 1, Expected Annual Output of the Facility**. Exhibit 1 to the PPA is deleted and replaced in its entirety with Exhibit 1 attached to this Amendment.
- e. **Exhibit 4, Performance Assurance Limit.** Exhibit 4 to the PPA is deleted and replaced in its entirety with Exhibit 4 attached to this Amendment.

#### 3. General.

- a. **Representations Regarding this Amendment.** By its execution of this Amendment, each Party represents and warrants that it is authorized to enter into this Amendment, that this Amendment does not conflict with any contract, lease, instrument, or other obligation to which it is a party or by which it is bound, which conflict could reasonably be expected to have a material adverse effect on the ability of such Party to perform its obligations hereunder, and that this Amendment represents its valid and binding obligation, enforceable against it in accordance with its terms.
- b. No Other Amendments. Except as specifically provided in this Amendment, no other amendments, revisions, or changes are made or have been made to the PPA. All other terms and conditions of the PPA remain in full force and effect.
- c. **Conforming References.** Upon the Amendment Effective Date, each reference in the PPA to "this Agreement," "hereunder," "hereto," "herein," or words of like import, shall mean and be a reference to the PPA as amended by this Amendment.
- d. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic means (e.g., email or PDF) will be effective as delivery of an original counterpart to this Amendment.
- f. **Applicable Law.** This Amendment and the rights and duties of the Parties arising out of this Amendment shall be governed by, and construed and enforced in accordance with, the laws of the state of Florida, without regard to principles of conflicts of law, and, as applicable, by the Federal laws of the United States of America.

[Signatures Follow]

**SELLER:** 

### FL SOLAR 5, LLC

By: Name: Samir Verstyn Title: Secretary

#### **BUYER:**

### **REEDY CREEK IMPROVEMENT DISTRICT**

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

Signature Page to Amendment

### <u>Exhibit 1</u>

Year	Expected Annual Output (MWh)
1	121,099
2	120,494
3	119,891
4	119,292
5	118,695
6	118,102
7	117,511
8	116,924
9	116,339
10	115,757
11	115,178
12	114,603
13	114,030
14	113,459
15	112,892
16	112,328
17	111,766
18	111,207
19	110,651
20	110,098
21*	109,548
22*	109,000
23*	108,455

### **Expected Annual Output of the Facility**

\* Only applies if there is an Initial Extension in accordance with Section 3.1.

### <u>Exhibit 4</u>

#### **Performance Assurance Limit**

Period	Limit
Prior to the Commercial Operation Date ("COD")	\$ 1,187,000
Until 1 year after the COD	\$ 1,875,000
1 year anniversary of COD-2 year anniversary of COD	\$ 1,792,500
2 year anniversary of COD- 3 year anniversary of COD	\$ 1,710,000
3 year anniversary of COD- 4 year anniversary of COD	\$ 1,627,500
4 year anniversary of COD- 5 year anniversary of COD	\$ 1,545,000
5 year anniversary of COD- 6 year anniversary of COD	\$ 1,462,500
6 year anniversary of COD- 7 year anniversary of COD	\$ 1,380,000
7 year anniversary of COD- 8 year anniversary of COD	\$ 1,297,500
8 year anniversary of COD- 9 year anniversary of COD	\$ 1,215,000
9 year anniversary of COD- 10 year anniversary of COD	\$ 1,132,500
10 year anniversary of COD- 11 year anniversary of COD	\$ 1,050,000
11 year anniversary of COD- 12 year anniversary of COD	\$ 967,500
12 year anniversary of COD-13 year anniversary of COD	\$ 885,000
13 year anniversary of COD-14 year anniversary of COD	\$ 802,500
14 year anniversary of COD- 15 year anniversary of COD	\$ 720,000
15 year anniversary of COD- 16 year anniversary of COD	\$ 637,500
16 year anniversary of COD- 17 year anniversary of COD	\$ 555,000
17 year anniversary of COD-18 year anniversary of COD	\$ 472,500
18 year anniversary of COD- 19 year anniversary of COD	\$ 390,000
19 year anniversary of COD- 20 year anniversary of COD	\$ 307,500
20 year anniversary of COD- 21 year anniversary of COD*	\$ 225,000
21 year anniversary of COD- 22 year anniversary of COD*	\$ 142,500
22 year anniversary of COD- End of Term*	\$ 60,000

\* Only applies if there is an Initial Extension in accordance with Section 3.1.

# **EXHIBIT D**

#### SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("Amendment") is entered into as of January \_\_\_\_\_, 2022 (the "Amendment Effective Date"), by and between FL Solar 5, LLC, a Delaware limited liability company ("Tenant") and Reedy Creek Improvement District, a political subdivision of the state of Florida ("Landlord"). Tenant and Landlord are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

#### WITNESSETH:

WHEREAS, Tenant and Landlord are parties to that certain Lease Agreement effective as of November 7, 2017 and as previously amended by the First Amendment to Lease Agreement (the "Lease");

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

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

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

1. **Defined Terms and Phrases.** The capitalized terms and phrases used in this Amendment but not defined herein shall have the meaning stated in the Lease.

2. Amendments to Lease. Commencing on the Amendment Effective Date, the Lease shall be amended as follows:

a. Section 2.3, Rent. Section 2.3 is deleted and replaced in its entirety with the following:

<u>Rent</u>.

Tenant shall pay to Landlord an annual fee in an amount specified in this Section 2.3 (the "*Rent*"). At Tenant's election, Tenant may prepay the Rent for all or any portion(s) of the Term. Tennant shall pay Ten Dollars (\$10) per year on or before the Effective Date and annually on or before each anniversary of the Effective Date throughout the Term. If the Delivery Period of the Solar PPA (as "Delivery Period" is defined in the Solar PPA) extends beyond twenty (20) years, then Tenant shall pay Landlord an additional One Million, Eight Hundred and Ninety-Six Thousand, Nine-Hundred and Ninety Dollars (\$1,896,990) per year on or prior to the first day of each additional year of the Term.

b. Section 2.4, Term. The first sentence of Section 2.4 is deleted and replaced in its entirety with the following: "Unless otherwise terminated as set forth herein, the term of this Lease (the "*Term*") commences on the Effective Date (the "*Commencement Date*") and shall terminate on the same date the Solar PPA expires or terminates early in accordance with its terms."

#### 3. General.

- a. **Representations Regarding this Amendment.** By its execution of this Amendment, each Party represents and warrants that it is authorized to enter into this Amendment, that this Amendment does not conflict with any contract, lease, instrument, or other obligation to which it is a party or by which it is bound, which conflict could reasonably be expected to have a material adverse effect on the ability of such Party to perform its obligations hereunder, and that this Amendment represents its valid and binding obligation, enforceable against it in accordance with its terms.
- b. No Other Amendments. Except as specifically provided in this Amendment, no other amendments, revisions, or changes are made or have been made to the Lease. All other terms and conditions of the Lease remain in full force and effect.
- c. **Conforming References.** Upon the Amendment Effective Date, each reference in the Lease to "this Agreement," "hereunder," "hereto," "herein," or words of like import, shall mean and be a reference to the Lease as amended by this Amendment.
- d. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic means (e.g., email or PDF) will be effective as delivery of an original counterpart to this Amendment.
- f. Applicable Law. This Amendment and the rights and duties of the Parties arising out of this Amendment shall be governed by, and construed and enforced in accordance with, the laws of the state of Florida, without regard to principles of conflicts of law, and, as applicable, by the Federal laws of the United States of America.

[Signatures Follow]

**TENANT:** 

#### FL SOLAR 5, LLC

By: Name: Samir Verstyn Title: Secretary

#### LANDLORD:

#### **REEDY CREEK IMPROVEMENT DISTRICT**

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

Signature Page to Amendment

# **EXHIBIT E**

#### FIRST AMENDMENT TO POWER PURCHASE AGREEMENT

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

#### WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Power Purchase Agreement effective as of June 26, 2020 (the "PPA");

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

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

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

1. **Defined Terms and Phrases.** The capitalized terms and phrases used in this Amendment but not defined herein shall have the meaning stated in the PPA.

2. **Amendments to PPA.** Commencing on the Amendment Effective Date, the PPA shall be amended as follows:

a. New Section 3.5. The following provision is added as new Section 3.5, immediately following Section 3.4.3:

<u>Right of First Refusal</u>. Buyer shall have an exclusive right of first refusal with respect to purchasing the Energy from the Facility following the expiration of the Term, as set forth in this Section 3.5. If (a) Seller or any of its Affiliates receives a *bona fide* offer from any other Person for the purchase of Energy from the Facility upon the expiration of the Term; and (b) Seller or the applicable Affiliate intends to accept such *bona fide* offer, then Seller shall provide to Buyer notice containing a summary of the material terms and conditions of the proposed Energy purchase (including the term of the offer and the offer price). Buyer shall then have thirty (30) days to exercise an option to enter into an agreement for the purchase of Energy from the Facility upon substantially identical terms (including the term of the offer and the contract price). If Buyer does not timely exercise its option, then Seller may sell the Facility Energy to another Person on substantially identical terms. This Section 3.5 will survive the expiration of this Agreement for a period of twelve

(12) months.

b. Section 4.3, Contract Price. Section 4.3 shall be deleted and replaced in its entirety with the following language:

<u>Contract Price</u>. The "Contract Price" shall be \$29.57/MWh for each unit of Energy generated by the Facility and delivered to the Delivery Point for the Term.

#### 3. General.

- a. **Representations Regarding this Amendment.** By its execution of this Amendment, each Party represents and warrants that it is authorized to enter into this Amendment, that this Amendment does not conflict with any contract, lease, instrument, or other obligation to which it is a party or by which it is bound, which conflict could reasonably be expected to have a material adverse effect on the ability of such Party to perform its obligations hereunder, and that this Amendment represents its valid and binding obligation, enforceable against it in accordance with its terms.
- b. **No Other Amendments.** Except as specifically provided in this Amendment, no other amendments, revisions, or changes are made or have been made to the PPA. All other terms and conditions of the PPA remain in full force and effect.
- c. **Conforming References.** Upon the Amendment Effective Date, each reference in the PPA to "this Agreement," "hereunder," "hereto," "herein," or words of like import, shall mean and be a reference to the PPA as amended by this Amendment.
- d. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic means (e.g., email or PDF) will be effective as delivery of an original counterpart to this Amendment.
- f. Applicable Law. This Amendment and the rights and duties of the Parties arising out of this Amendment shall be governed by, and construed and enforced in accordance with, the laws of the state of Florida, without regard to principles of conflicts of law, and, as applicable, by the Federal laws of the United States of America.

#### [Signatures Follow]

**SELLER:** 

### FL SOLAR 10, LLC

By: Name: Samir Verstyn Title: Secretary

#### **BUYER:**

#### **REEDY CREEK IMPROVEMENT DISTRICT**

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

Signature Page to Amendment

# **EXHIBIT F**

#### **RESOLUTION NO. 632**

#### A RESOLUTION OF THE REEDY CREEK IMPROVEMENT DISTRICT AUTHORIZING THE PURCHASE OF NATURAL GAS FROM MINNESOTA MUNICIPAL GAS AGENCY; APPROVING THE EXECUTION AND DELIVERY OF A GAS SUPPLY AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID PURCHASE; CONSENTING TO THE ASSIGNMENT OF CERTAIN OBLIGATIONS UNDER THE GAS SUPPLY AGREEMENT IN CONNECTION WITH THE ISSUANCE OF BONDS BY MINNESOTA MUNICIPAL GAS AGENCY; AND ADDRESSING RELATED MATTERS

WHEREAS, Minnesota Municipal Gas Agency ("MMGA") is a joint action gas supply agency of the State of Minnesota, organized pursuant to the provisions of Minnesota law; and

WHEREAS, MMGA was formed, among other reasons, to acquire secure, reliable and adequate long-term supplies of natural gas for resale to its members and to other governmentally owned wholesale customers for ultimate delivery to the residential, commercial, institutional, and industrial consumers in their areas of service, both inside and outside the State of Minnesota, and to achieve cost savings, economies of scale and reliability of supply; and

WHEREAS, MMGA has planned and developed a project to acquire long-term gas supplies from Royal Bank of Canada ("RBC") pursuant to a Prepaid Natural Gas Sales Agreement between MMGA and RBC to meet a portion of the requirements of public gas distribution systems and joint action agencies that elect to participate (each, a "Project Participant") through a prepayment (the "Prepaid Project"); and

WHEREAS, MMGA will issue its Gas Project Revenue Bonds, Series 2022 (the "Bonds") to finance the acquisition of gas supplies under the Prepaid Project; and

WHEREAS, Reedy Creek Improvement District ("RCID") is a special purpose district and political subdivision of the State of Florida created by the Florida Legislature and owns and operates a public utility; and

WHEREAS, RCID has determined that it is in the best interest of its customers to be a Project Participant and thereby purchase a portion of RCID's natural gas requirements from MMGA pursuant to a natural gas sales contract to be entered into by MMGA and RCID (the "Gas Supply Agreement"); and

WHEREAS, under the Gas Supply Agreement, RCID will agree to purchase from MMGA the amounts of gas specified in the Gas Supply Agreement, at the prices specified in the Gas Supply Agreement, for a term specified in the Gas Supply Agreement; and

WHEREAS, the Bonds will be issued pursuant to a Trust Indenture between MMGA and a corporate trustee (the "Indenture") and purchased by the underwriters or original purchasers of the Bonds (the "Underwriters") pursuant to one or more bond purchase agreements or similar agreements; and

WHEREAS, MMGA will pledge to the payment of the Bonds certain assets of MMGA, including the Gas Supply Agreement between MMGA and RCID; and

WHEREAS, RCID shall have no financial liability with respect to the Bonds, and RCID's only obligations relating to the Prepaid Project shall be specifically set forth in the Gas Supply Agreement; and

WHEREAS, in order to authorize the purchase of natural gas from MMGA and the execution of the Gas Supply Agreement, to consent to the assignment of the Gas Supply Agreement to secure the Bonds, and to authorize and take such other necessary and appropriate action in furtherance of the Gas Supply Agreement and the rights, duties and obligations of RCID thereunder, RCID hereby adopts this Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of RCID (the "Board"), as follows:

SECTION 1: RCID is authorized, but not obligated, to enter into a Gas Supply Agreement with MMGA, pursuant to which RCID will purchase natural gas from MMGA as provided in the Gas Supply Agreement. The Gas Supply Agreement shall (a) have a delivery period of not greater than 366 months, (b) require RCID, throughout the delivery period, to purchase from MMGA, on a firm basis, a daily contractual amount of natural gas as set forth in the Gas Supply Agreement, and (c) provide for a projected minimum savings (prior to payment of the project administration fee of \$0.04 per MMBtu (as set forth in the Gas Supply Agreement)) through an initial discount of not less than \$0.31 per MMBtu of natural gas delivered to RCID for the five year Initial Discount Period, and a subsequent discount of not less than \$0.23 per MMBtu to RCID in each successive Reset Period, unless and until MMGA resets the discount below the subsequent discount for any successive Reset Period, in which case RCID shall have the right under the Gas Supply Agreement.

SECTION 2: The Gas Supply Agreement shall be in substantially the form submitted and attached hereto as <u>Exhibit A</u>, which such form is hereby approved, to include such negotiated changes, completions, deletions, insertions, revisions, and other changes as may be approved by the officers executing same with the advice of counsel, their execution to constitute conclusive evidence of their approval of any such changes. Notwithstanding the foregoing, RCID shall not be bound to MMGA unless and until the Gas Supply Agreement is fully negotiated and executed by the District Administrator and the appropriate officer of MMGA, with counterpart execution originals delivered to RCID.

SECTION 3: The gas purchased by RCID from MMGA shall be sold by RCID to RCID's retail customers pursuant to RCID's published rates.

SECTION 4: RCID's District Administrator is hereby authorized to negotiate the terms of, and execute and deliver the Gas Supply Agreement.

SECTION 5: RCID's officers, employees, and agents are hereby authorized and directed to take such actions and do all things necessary to cause the purchase of said gas to take place, including the

payment of all amounts required to be paid in order to purchase the gas in accordance with the Gas Supply Agreement.

SECTION 6: The Board consents to the assignment and pledge of all of MMGA's right, title and interest under the Gas Supply Agreement, including the right to receive performance by RCID of its obligations thereunder, to secure the payment of principal of and interest on the Bonds.

SECTION 7: RCID's officers, employees and agents are hereby authorized and directed to cooperate with and provide MMGA, the underwriters of the Bonds, and their agents and representatives with such information relating to Gas Purchaser as may be reasonably necessary for use in the preparation and distribution of a preliminary official statement or other disclosure document used in connection with the sale of the Bonds. After the Bonds have been sold, any officer or employee or agent of RCID shall make such completions, deletions, insertions, revisions, and other changes in the preliminary official statement relating to RCID not inconsistent with this Resolution as are reasonably necessary to assist MMGA to meet its obligation to complete the preliminary official statement as a final official statement for purposes of MMGA and its underwriters satisfying Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The Board hereby covenants and agrees that RCID will reasonably cooperate with MMGA in the discharge of MMGA's obligations to provide annual financial and operating information and notification as to material events with respect to RCID as may be required by the Rule. Any officer, employee or agent of RCID is hereby authorized and directed to provide such information as shall be required for such compliance.

SECTION 8: The Bonds are not obligations of RCID but are limited obligations of MMGA payable solely from the revenues and receipts pledged by MMGA under the Indenture, including the revenues and receipts arising from the sale of gas to RCID. By consenting to the assignment of the Gas Supply Agreement and agreeing to provide information for inclusion in the official statement, RCID is not incurring any financial liability with respect to the Bonds.

SECTION 9: All acts and doings of the officers, employees and agents of RCID which are in conformity with the purposes and intent of this Resolution and in furtherance of the execution and delivery of and performance under the Gas Supply Agreement, and in furtherance of the issuance and sale of the Bonds, shall be and the same hereby are in all respects approved and confirmed, including without limitation the execution and delivery by the officers of RCID of all certificates and documents as they shall deem reasonably necessary in connection with the Gas Supply Agreement and the Bonds.

SECTION 10: Under no circumstances shall RCID's capacity be limited by, reduced or otherwise affected in any way as a result of the Gas Supply Agreement and the Bonds.

SECTION 11: If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution. SECTION 12: To the extent any other resolutions or orders, or parts thereof, conflict with the provisions of this Resolution, to the extent of such conflict, the provisions of this Resolution shall prevail and take precedence over the conflicting provisions of such other resolutions or orders.

SECTION 13: This Resolution shall take effect immediately upon its adoption.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022.

Reedy Creek Improvement District

Authorized Officer

Name: Title:

Attest: \_\_\_\_\_

Attesting Officer Name: Title:

## EXHIBIT A

### FORM OF GAS SUPPLY AGREEMENT

[Attached]