



COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

***Friday
May 10, 2024***

11:00 a.m.

***Location:
Downtown Executive Center of DeLand,
120 S. Woodland Blvd.,
DeLand, FL 32720***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval, or adoption.

Waypointe Community Development District

250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132

Board of Supervisors
Waypointe Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Waypointe Community Development District is scheduled for **Friday, May 10, 2024, at 11:00 a.m. at Downtown Executive Center of DeLand, 120 S. Woodland Blvd., DeLand, FL 32720.**

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be presented at the meeting.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-193 or dmcinnes@vestapropertyservices.com. We look forward to seeing you at the meeting.

Sincerely,

David McInnes

David McInnes
District Manager



Community Development District

Meeting Date: Friday, May 10, 2024 Call-in Number: +1 (929) 205-6099
Time: 11:00 AM Meeting ID: 705 571 4830#
Location: Downtown Executive
Center of DeLand,
120 S. Woodland Blvd.,
DeLand, FL 32720

Revised Agenda

I. Roll Call

II. Audience Comments – *(limited to 3 minutes per individual for agenda items)*

III. Officer Appointment

- A. Acceptance of Resignation(s)
- B. Candidate Nomination(s)
- C. Oath of Office [Exhibit 1](#)
- D. New Supervisor Information Form [Exhibit 2](#)
- E. Form 1 – [Link to FCOE Website](#)
- F. Review Sunshine Law & Supervisor Duties [Exhibit 3](#)
- G. Consideration & Adoption of **Resolution 2024-01**, Designating Officers [Exhibit 4](#)

IV. Consent Agenda

- A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on August 11, 2023 [Exhibit 5](#)
- B. Consideration for Acceptance – The July 2023 Unaudited Financial Statements [Exhibit 6](#)
- C. Consideration for Acceptance – The August 2023 Unaudited Financial Statements [Exhibit 7](#)
- D. Consideration for Acceptance – The September 2023 Unaudited Financial Statements [Exhibit 8](#)
- E. Consideration for Acceptance – The October 2023 Unaudited Financial Statements [Exhibit 9](#)
- F. Consideration for Acceptance – The November 2023 Unaudited Financial Statements [Exhibit 10](#)
- G. Consideration for Acceptance – The December 2023 Unaudited Financial Statements [Exhibit 11](#)
- H. Consideration for Acceptance – The January 2024 Unaudited Financial Statements [Exhibit 12](#)

IV. Consent Agenda – continued

- I. Consideration for Acceptance – The February 2024 Unaudited Financial Statements [Exhibit 13](#)
- J. Consideration for Acceptance – The March 2024 Unaudited Financial Statements [Exhibit 14](#)

V. Business Matters

- A. Consideration & Adoption of **Resolution 2024-02**, Approving Proposed FY25 Budget & Setting PH [Exhibit 15](#)
- B. Consideration & Adoption of **Resolution 2024-03**, Extending Terms of Board Members [Exhibit 16](#)
- C. Consideration & Adoption of **Resolution 2024-04**, Designating Signatories [Exhibit 17](#)
- D. Consideration of Cost Share Agreement [Exhibit 18](#)
- E. Consideration of Drainage Easement Agreement [Exhibit 19](#)
- F. Consideration of Interlocal Agreement – Offsite Improvements [Exhibit 20](#)
- G. Presentation of Volusia County Number of Qualified Electors – F.S. 190.006 – 2 [Exhibit 21](#)
- H. Reminder of Form 1’s Due Date: July 1st

V. Staff Reports

- A. District Counsel
- B. District Engineer
- C. District Manager

VI. Supervisors’ Requests

VII. Audience Comments – New Business - *(limited to 3 minutes per individual for non-agenda items)*

VIII. Adjournment

EXHIBIT 1

**WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA

COUNTY OF _____

The foregoing oath was administered before me before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 2023, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Waypointe Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

EXHIBIT 2

Waypointe
A Community Development District

NEW SUPERVISOR INFORMATION SHEET

Please return completed forms to
Vesta District Services
Records Management
250 International Parkway, Suite 208
Lake Mary, FL 32746
Phone: 321-263-0132, EXT-193
District Manager: David McInnes

1) Name: _____

2) Address: _____

3) County of Residence _____

4) Phone or Cell _____

5) Email Address _____

6) Waive OR Accept Compensation of Statutorily Allowed \$200 per Meeting
_____. If you have elected to receive compensation
then please forward the attached payroll forms along with the New Supervisor
Information Sheet.

Payroll Information

1) Date of Birth: _____

2) Drivers License Number: _____

EXHIBIT 3

FLORIDA COMMISSION ON ETHICS



GUIDE to the SUNSHINE AMENDMENT and CODE of ETHICS for Public Officers and Employees

2024

State of Florida

COMMISSION ON ETHICS

Ashley Lukis, *Chair*
Tallahassee

Michelle Anchors, *Vice Chair*
Fort Walton Beach

William P. Cervone
Gainesville

Tina Descovich
Indialantic

Freddie Figgers
Fort Lauderdale

Luis M. Fusté
Coral Gables

Wengay M. Newton, Sr.
St. Petersburg

Kerrie Stillman
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

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I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec. 112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly

were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. Unauthorized Compensation

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. Abuse of Public Position

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. **PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

1. *Doing Business With One's Agency*

- a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions*—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- a) When the business is rotated among all qualified suppliers in a city or county.
- b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of

the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. *Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. FORM 1 - Limited Financial Disclosure

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is

for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other

than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000*, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

*Conduct occurring after May 11, 2023, will be subject to a recommended civil penalty of up to \$20,000. [Ch. 2023-49, Laws of Florida.]

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. *Who Can Request an Opinion*

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. *How to Request an Opinion*

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. *How to Obtain Published Opinions*

All of the Commission's opinions are available for viewing or download at its website:
www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4990

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), and commissioners of community development districts are required to receive a total of four hours training, per calendar year, in the area of ethics, public

records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

EXHIBIT 4

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Waypointe Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. _____ is appointed Chairman.

SECTION 2. _____ is appointed Vice Chairman.

SECTION 3. David McInnes is appointed Secretary.

Johanna Lee is appointed Treasurer.

Bridgett Alexander is appointed Assistant Treasurer.

Scott Smith is appointed Assistant Treasurer.

Jacquelyn Leger is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

SECTION 4. This Resolution shall become effective immediately upon its

adoption. **PASSED AND ADOPTED** this 10th day of May, 2024.

ATTEST:

**WAYPOINTE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

EXHIBIT 5

On a MOTION by Ms. Smith, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board recessed the regular board meeting for the purpose of conducting the FY 2024 Budget Public Hearing at 11:07AM, for the Waypointe Community Development District.

FOURTH ORDER OF BUSINESS – Public Hearings

A. FY 2024 Budget Public Hearing

1. Open the Public Hearing

On a MOTION by Ms. Smith, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board opened the FY 2024 Budget Public Hearing, for the Waypointe Community Development District.

2. Exhibit 6: Presentation of Public Notices

3. Exhibit 7: Presentation of FY 2023-2024 Budget

4. Public Comments

There being none, the next item followed.

5. Close the Public Hearing

On a MOTION by Ms. Smith, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board closed the FY 2024 Budget Public Hearing at 11:09AM, for the Waypointe Community Development District.

The regular meeting was reconvened.

6. Exhibit 8: Consideration & Adoption of **Resolution 2023-36**, Adopting Fiscal Year 2023-2024 Budget

On a MOTION by Mr. Morrisette, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board adopted **Resolution 2023-36**, Adopting Fiscal Year 2023-2024 Budget, for the Waypointe Community Development District.

On a MOTION by Ms. Smith, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board recessed the regular board meeting for the purpose of conducting the FY 2024 O&M Assessments Public Hearing at 11:10AM, for the Waypointe Community Development District.

B. FY 2024 O&M Assessments Public Hearing

1. Open the Public Hearing

On a MOTION by Ms. Smith, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board opened the FY 2024 O&M Assessments Public Hearing, for the Waypointe Community Development District.

2. Public Comments

There being none, the next item followed.

3. Close the Public Hearing

On a MOTION by Ms. Smith, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board closed the FY 2024 O&M Assessments Public Hearing at 11:11AM, for the Waypointe Community Development District.

The regular meeting was reconvened.

4. Exhibit 9: Consideration & Adoption of **Resolution 2023-37**, Annual Assessments

On a MOTION by Mr. Morrisette, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board adopted **Resolution 2023-37**, Annual Assessments, for the Waypointe Community Development District.

C. Exhibit 10: Consideration of FY24 Deficit Funding Agreement

On a MOTION by Ms. Smith, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board approved the FY24 Deficit Funding Agreement, in substantial form, to all staff to make corrections to minor errors that may be found, for the Waypointe Community Development District.

FIFTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 11: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held May 19, 2023

B. Exhibit 12: Consideration for Acceptance – The May 2023 Unaudited Financial Statements

C. Exhibit 13: Consideration for Acceptance – The June 2023 Unaudited Financial Statements

On a MOTION by Ms. Smith, SECONDED by Mr. Morrisette, WITH ALL IN FAVOR, the Board approved the Consent Agenda as presented, for the Waypointe Community Development District.

SIXTH ORDER OF BUSINESS – Business Matters

A. Exhibit 14: Consideration & Adoption of **Resolution 2023-38**, Designating Dates, Times, & Location for the FY 2024 Meetings

On a MOTION by Ms. Smith, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board adopted **Resolution 2023-38**, Designating Dates, Times, & Location for the FY 2024 Meetings, for the Waypointe Community Development District.

SEVENTH ORDER OF BUSINESS – Staff Reports

A. District Manager

Mr. McInnes stated that he had nothing further to report.

B. District Attorney

Mr. Earlywine noted that the Bond Validation hearing was set for Monday, August 14, 2023.

C. District Engineer

Mr. Stubbs stated that he had nothing further to report.

EIGHTH ORDER OF BUSINESS – Supervisors Requests

There being none, the next item followed.

NINTH ORDER OF BUSINESS – Audience Comments - New Business – (limited to 3 minutes per individual)

There being none, the next item followed.

TENTH ORDER OF BUSINESS – Adjournment

Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Meath made a motion to adjourn the meeting.

110 On a MOTION by Mr. Meath, SECONDED by Ms. Smith, WITH ALL IN FAVOR, the Board adjourned
111 the meeting at 11:19 a.m., for the Waypointe Community Development District.

112 **Each person who decides to appeal any decision made by the Board with respect to any matter considered*
113 *at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made,*
114 *including the testimony and evidence upon which such appeal is to be based.*

115 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
116 **meeting held on May 10, 2024.**

117

118

119

120

Signature

Signature

Printed Name

Printed Name

121 **Title:** ☐ **Secretary** ☐ **Assistant Secretary**

Title: ☐ **Chairman** ☐ **Vice Chairman**

EXHIBIT 6

Waypointe Community Development District

Financial Statements
(Unaudited)

Period Ending

July 31, 2023

**Waypointe
Community Development District
BALANCE SHEET
July 31, 2023**

	GENERAL FUND
ASSETS:	
CASH	\$ 1,019
ACCOUNTS RECEIVABLE	3,153
DEPOSITS	-
PREPAID ITEMS	-
TOTAL ASSETS	\$ 4,172
LIABILITIES & FUND BALANCE	
LIABILITIES:	
ACCOUNTS PAYABLE	\$ 3,217
FUND BALANCES:	
NONSPENDABLE - PREPAID AND DEPOSITS	-
RESTRICTED FOR:	
DEBT SERVICE	-
CAPITAL PROJECTS	-
UNASSIGNED:	955
TOTAL LIABILITIES & FUND BALANCE	\$ 4,172

Note: GASB 34 government wide financial statements are available in the annual independent audit of the District. The audit is available on the website and upon

Waypointe
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period from October 1, 2022 through July 31, 2023

	FY2023 ADOPTED BUDGET	CURRENT MONTH	ACTUAL YEAR-TO-DATE	VARIANCE (+ / -)	% OF BUDGET
REVENUE					
LANDOWNER CONTRIBUTION	\$ 117,190	\$ 3,217	\$ 22,998	(94,192)	20%
TOTAL REVENUE	117,190	3,217	22,998	(94,192)	20%
EXPENDITURES					
PROFESSIONAL & ADMINISTRATIVE					
DISTRICT MANAGEMENT, ACCOUNTING, ADMINISTRATION	20,000	1,000	5,000	(15,000)	25%
ADMINISTRATIVE SERVICES	12,750	-	-	(12,750)	0%
ACCOUNTING SERVICES	12,750	-	-	(12,750)	0%
ASSESSMENT ADMINISTRATION	2,500	-	-	(2,500)	0%
DISSEMINATION AGENT	2,000	-	-	(2,000)	0%
LEGAL	20,000	-	8,014	(11,986)	40%
ENGINEERING	30,000	-	-	(30,000)	0%
POSTAGE	500	-	-	(500)	0%
PRINTING & BINDING	500	-	-	(500)	0%
LEGAL ADVERTISING	6,500	64	2,990	(3,510)	46%
ANNUAL SPECIAL DISTRICT FEE	175	-	125	(50)	71%
GENERAL LIABILITY & POL INSURANCE	6,000	-	2,863	(3,137)	48%
BANK FEES	500	-	45	(455)	9%
WEBSITE HOSTING, ADA, MAINTENANCE	1,515	-	2,675	1,160	177%
CONTINGENCY	1,500	-	331	(1,169)	22%
TOTAL EXPENDITURES	117,190	1,064	22,042	(95,148)	19%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	2,153	955		
FUND BALANCE - BEGINNING			-		
DECREASE IN FUND BALANCE			-		
INCREASE IN RESERVE			-		
FUND BALANCE - ENDING			\$ 955		

Waypointe CDD
Community Development District
Bank Reconciliation -GF Operating Accounts
July 31, 2023

Balance Per Bank Statement	<u>\$ 1,018.94</u>
Less: Outstanding Checks	-
Less: Outstanding Deposits	
<i>Adjusted Bank Balance</i>	<u><u>\$ 1,018.94</u></u>
Beginning Bank Balance Per Books	\$ 955.19
Cash Receipts	1,063.75
Disbursements	(1,000.00)
<i>Balance Per Books</i>	<u><u>\$ 1,018.94</u></u>

Waypointe CDD
Check Register
FY2023

Date	Num	Name	Memo	Debit	Credit	BU Balance
03/01/2023						0.00
03/29/2023	00130202	Kolter		125.00		125.00
03/29/2023			Deposit	1,000.00		1,125.00
03/31/2023						1,125.00 0.00 1,125.00
04/04/2023		Kolter		6,597.50		7,722.50
04/13/2023	9997	Egis Insurance Advisors	Insurance premium March - October 2023		2,863.00	4,859.50
04/14/2023	1001	DPFG			1,059.50	3,800.00
04/14/2023	1002	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual District Fee		125.00	3,675.00
04/14/2023	1003	VGlobalTech	Website Hosting		2,675.00	1,000.00
04/19/2023			Service Charge		44.81	955.19
04/30/2023						6,597.50 6,767.31 955.19
Payment	05/11/2023	Kolter		1,722.00		2,677.19
05/31/2023						1,722.00 0.00 2,677.19
06/14/2023	00134571	Kolter		9,336.43		12,013.62
06/27/2023	1004	Kutak Rock LLP			5,861.10	6,152.52
06/27/2023	1005	Vesta District Services			5,197.33	955.19
06/30/2023						9,336.43 11,058.43 955.19
07/06/2023	00135474	Kolter		1,000.00		1,955.19
07/06/2023		Kolter		63.75		2,018.94
07/06/2023	1006	Vesta District Services	District Masnagement June		1,000.00	1,018.94
07/31/2023						1,063.75 1,000.00 1,018.94

EXHIBIT 7

Waypointe Community Development District

Financial Statements
(Unaudited)

Period Ending

August 31, 2023

**Waypointe
Community Development District
BALANCE SHEET
August 31, 2023**

	GENERAL FUND
ASSETS:	
CASH	\$ 4,139
ACCOUNTS RECEIVABLE	3,153
DEPOSITS	-
PREPAID ITEMS	-
TOTAL ASSETS	\$ 7,292
LIABILITIES & FUND BALANCE	
LIABILITIES:	
ACCOUNTS PAYABLE	\$ 10,483
FUND BALANCES:	
NONSPENDABLE - PREPAID AND DEPOSITS	-
RESTRICTED FOR:	
DEBT SERVICE	-
CAPITAL PROJECTS	-
UNASSIGNED:	(3,190)
TOTAL LIABILITIES & FUND BALANCE	\$ 7,292

Note: GASB 34 government wide financial statements are available in the annual independent audit of the District. The audit is available on the website and upon

Waypointe
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period from October 1, 2022 through August 31, 2023

	FY2023 ADOPTED BUDGET	CURRENT MONTH	ACTUAL YEAR-TO-DATE	VARIANCE (+ / -)	% OF BUDGET
REVENUE					
LANDOWNER CONTRIBUTION	\$ 117,190	\$ 3,121	\$ 26,118	(91,072)	22%
TOTAL REVENUE	117,190	3,121	26,118	(91,072)	22%
EXPENDITURES					
PROFESSIONAL & ADMINISTRATIVE					
DISTRICT MANAGEMENT, ACCOUNTING, ADMINISTRATION	20,000	900	5,900	(14,100)	30%
ADMINISTRATIVE SERVICES	12,750	-	-	(12,750)	0%
ACCOUNTING SERVICES	12,750	-	-	(12,750)	0%
ASSESSMENT ADMINISTRATION	2,500	-	-	(2,500)	0%
DISSEMINATION AGENT	2,000	-	-	(2,000)	0%
LEGAL	20,000	-	13,856	(6,144)	69%
ENGINEERING	30,000	-	-	(30,000)	0%
POSTAGE	500	-	31	(469)	6%
PRINTING & BINDING	500	-	-	(500)	0%
LEGAL ADVERTISING	6,500	3,621	3,383	(3,117)	52%
ANNUAL SPECIAL DISTRICT FEE	175	-	125	(50)	71%
GENERAL LIABILITY & POL INSURANCE	6,000	-	2,863	(3,137)	48%
BANK FEES	500	-	45	(455)	9%
WEBSITE HOSTING, ADA, MAINTENANCE	1,515	-	2,675	1,160	177%
CONTINGENCY	1,500	-	431	(1,069)	29%
TOTAL EXPENDITURES	117,190	4,521	29,309	(87,881)	25%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	(1,401)	(3,190)		
FUND BALANCE - BEGINNING			-		
DECREASE IN FUND BALANCE			-		
INCREASE IN RESERVE			-		
FUND BALANCE - ENDING			\$ (3,190)		

Waypointe CDD
Community Development District
Bank Reconciliation -GF Operating Accounts
August 31, 2023

Balance Per Bank Statement	\$	4,139.44
Less: Outstanding Checks		-
Less: Outstanding Deposits		
<i>Adjusted Bank Balance</i>	\$	4,139.44
Beginning Bank Balance Per Books	\$	1,018.94
Cash Receipts		3,120.50
Disbursements		-
<i>Balance Per Books</i>	\$	4,139.44

Waypointe CDD
Check Register
FY2023

Date	Num	Name	Memo	Debit	Credit	BU Balance
03/01/2023						0.00
03/29/2023	00130202	Kolter		125.00		125.00
03/29/2023			Deposit	1,000.00		1,125.00
03/31/2023						1,125.00 0.00 1,125.00
04/04/2023		Kolter		6,597.50		7,722.50
04/13/2023	9997	Egis Insurance Advisors	Insurance premium March - October 2023		2,863.00	4,859.50
04/14/2023	1001	DPFG			1,059.50	3,800.00
04/14/2023	1002	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual District Fee		125.00	3,675.00
04/14/2023	1003	VGlobalTech	Website Hosting		2,675.00	1,000.00
04/19/2023			Service Charge		44.81	955.19
04/30/2023						6,597.50 6,767.31 955.19
Payment	05/11/2023	Kolter		1,722.00		2,677.19
05/31/2023						1,722.00 0.00 2,677.19
06/14/2023	00134571	Kolter		9,336.43		12,013.62
06/27/2023	1004	Kutak Rock LLP			5,861.10	6,152.52
06/27/2023	1005	Vesta District Services			5,197.33	955.19
06/30/2023						9,336.43 11,058.43 955.19
07/06/2023	00135474	Kolter		1,000.00		1,955.19
07/06/2023		Kolter	2	63.75		2,018.94
07/06/2023	1006	Vesta District Services	District Masnagement June		1,000.00	1,018.94
07/31/2023						1,063.75 1,000.00 1,018.94
08/29/2023	3120	Kolter Group Acqu	GF 2023-09	3,120.50		4,139.44
08/30/2023						3,120.50 0.00 4,139.44

EXHIBIT 8

Waypointe Community Development District

**Financial Statements
(Unaudited)**

**Period Ending
September 30, 2023**

**Waypointe
Community Development District
BALANCE SHEET
September 30, 2023**

	GENERAL FUND
ASSETS:	
CASH	\$ 4,139
ACCOUNTS RECEIVABLE	9,329
DEPOSITS	-
PREPAID ITEMS	-
TOTAL ASSETS	<u>\$ 13,468</u>
LIABILITIES & FUND BALANCE	
LIABILITIES:	
ACCOUNTS PAYABLE	\$ 7,168
FUND BALANCES:	
NONSPENDABLE - PREPAID AND DEPOSITS	-
RESTRICTED FOR:	
DEBT SERVICE	-
CAPITAL PROJECTS	-
UNASSIGNED:	6,300
TOTAL LIABILITIES & FUND BALANCE	<u>\$ 13,468</u>

Note: GASB 34 government wide financial statements are available in the annual independent audit of the District. The audit is available on the website and upon

Waypointe
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period from October 1, 2022 through September 30, 2023

	FY2023 ADOPTED BUDGET	CURRENT MONTH	ACTUAL YEAR-TO-DATE	VARIANCE (+ / -)	% OF BUDGET
REVENUE					
LANDOWNER CONTRIBUTION	\$ 117,190	\$ 13,918	\$ 40,036	(77,154)	34%
TOTAL REVENUE	117,190	13,918	40,036	(77,154)	34%
EXPENDITURES					
PROFESSIONAL & ADMINISTRATIVE					
DISTRICT MANAGEMENT, ACCOUNTING, ADMINISTRATION	20,000	1,000	6,900	(13,100)	35%
P/R - BOARD OF SUPERVISORS	-	200	200	200	
ADMINISTRATIVE SERVICES	12,750	-	-	(12,750)	0%
ACCOUNTING SERVICES	12,750	-	-	(12,750)	0%
ASSESSMENT ADMINISTRATION	2,500	-	-	(2,500)	0%
DISSEMINATION AGENT	2,000	-	-	(2,000)	0%
LEGAL	20,000	2,429	17,083	(2,917)	85%
ENGINEERING	30,000	-	-	(30,000)	0%
POSTAGE	500	-	31	(469)	6%
PRINTING & BINDING	500	-	-	(500)	0%
LEGAL ADVERTISING	6,500	-	3,383	(3,117)	52%
ANNUAL SPECIAL DISTRICT FEE	175	-	125	(50)	71%
GENERAL LIABILITY & POL INSURANCE	6,000	-	2,863	(3,137)	48%
BANK FEES	500	-	45	(455)	9%
WEBSITE HOSTING, ADA, MAINTENANCE	1,515	-	2,675	1,160	177%
CONTINGENCY	1,500	-	431	(1,069)	29%
TOTAL EXPENDITURES	117,190	3,629	33,736	(83,454)	29%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	10,288	6,300		
FUND BALANCE - BEGINNING			-		
DECREASE IN FUND BALANCE			-		
INCREASE IN RESERVE			-		
FUND BALANCE - ENDING			\$ 6,300		

Waypointe CDD
Community Development District
Bank Reconciliation -GF Operating Accounts
September 30, 2023

Balance Per Bank Statement	\$	11,881.26
Less: Outstanding Checks		(7,741.82)
Less: Outstanding Deposits		
<i>Adjusted Bank Balance</i>	\$	<u>4,139.44</u>
Beginning Bank Balance Per Books	\$	4,139.44
Cash Receipts		7,741.82
Disbursements		(7,741.82)
<i>Balance Per Books</i>	\$	<u>4,139.44</u>

Waypointe CDD
Check Register
FY2023

Date	Num	Name	Memo	Debit	Credit	BU Balance
03/01/2023						0.00
03/29/2023	00130202	Kolter		125.00		125.00
03/29/2023			Deposit	1,000.00		1,125.00
03/31/2023						1,125.00 0.00 1,125.00
04/04/2023		Kolter		6,597.50		7,722.50
04/13/2023	9997	Egis Insurance Advisors	Insurance premium March - October 2023		2,863.00	4,859.50
04/14/2023	1001	DPFG			1,059.50	3,800.00
04/14/2023	1002	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual District Fee		125.00	3,675.00
04/14/2023	1003	VGlobalTech	Website Hosting		2,675.00	1,000.00
04/19/2023			Service Charge		44.81	955.19
04/30/2023						6,597.50 6,767.31 955.19
Payment	05/11/2023	Kolter		1,722.00		2,677.19
05/31/2023						1,722.00 0.00 2,677.19
06/14/2023	00134571	Kolter		9,336.43		12,013.62
06/27/2023	1004	Kutak Rock LLP			5,861.10	6,152.52
06/27/2023	1005	Vesta District Services			5,197.33	955.19
06/30/2023						9,336.43 11,058.43 955.19
07/06/2023	00135474	Kolter		1,000.00		1,955.19
07/06/2023		Kolter	2	63.75		2,018.94
07/06/2023	1006	Vesta District Services	District Masnagement June		1,000.00	1,018.94
07/31/2023						1,063.75 1,000.00 1,018.94
08/29/2023	3120	Kolter Group Acqu	GF 2023-09	3,120.50		4,139.44
08/31/2023						3,120.50 0.00 4,139.44
09/28/2023	4430	Kolter Group Acquisitions LLC		7,741.82		11,881.26
09/29/2023	1007	Kutak Rock LLP			5,841.82	6,039.44
09/29/2023	1008	Vesta District Services			1,900.00	4,139.44
09/30/2023						7,741.82 7,741.82 4,139.44

EXHIBIT 9

Waypointe Community Development District

**Financial Statements
(Unaudited)**

**Period Ending
October 31, 2023**

**Waypointe
Community Development District
Balance Sheet
October 31, 2023**

	<u>General Fund</u>	<u>Total</u>
Assets:		
Cash	\$ 7,777	\$ 7,777
Accounts Receivable	3,153	3,153
Deposits	-	-
Prepaid Items	-	-
Total Assets	<u><u>10,930</u></u>	<u><u>10,930</u></u>
 Liabilities:		
Accounts Payable	3,243	3,243
 Fund Balance:		
Nonspendable:		-
Deposits & Prepaids		-
Restricted for:		-
Debt Service		-
Capital Projects		-
Unassigned	7,688	7,688
Total Liabilities & Fund Balance	<u><u>\$ 10,930</u></u>	<u><u>\$ 10,930</u></u>
 Difference btwn BS & P&L	 (0)	

Waypointe
Community Development District
General Fund
Statement of Revenues, Expenditures as Changes in Fund Balance
For the period ending October 31, 2023

	FY2024 Adopted Budget	Current Month	Actual Year-to-Date	Variance (+ / -)	% of Budget
Revenue					
Special Assessments - Developer	\$ 128,155	\$ 6,000	\$ 6,000	\$ (122,155)	4.68%
Lot Closings ¹					
Miscellaneous Income	-	1,414	1,414		
Total Revenue	128,155	7,414	7,414	(122,155)	4.68%
Expenditures					
Supervisor Fees	2,400			(2,400)	0.00%
District Management ²	20,000	1,000	1,000	(19,000)	5.00%
Administrative Services ²	12,750			(12,750)	0.00%
Accounting Services ²	12,750			(12,750)	0.00%
Assessment Administration ²	2,500			(2,500)	0.00%
Dissemination Agent	2,000			(2,000)	0.00%
Legal	25,000			(25,000)	0.00%
Engineering	30,000			(30,000)	0.00%
Postage	500	26	26	(474)	5.14%
Printing & Binding	500			(500)	0.00%
Legal Advertising	10,000			(10,000)	0.00%
Annual Special District Fee	175			(175)	0.00%
General Liability & Pol Insurance	6,000	5,000	5,000	(1,000)	83.33%
Bank Fees	500			(500)	0.00%
Websit Hosting, ADA, Maintenance, Emails	1,580			(1,580)	0.00%
Contingency	1,500			(1,500)	0.00%
Total Expenditures	128,155	6,026	6,026	(122,129)	4.70%
Excess of Revenue Over (Under) Expenditures	-	1,388	1,388		
Fund Balance - Beginning			6,300		
Fund Balance - Ending			\$ 7,688		

**Waypointe
Community Development District
Bank Reconciliation
October 31, 2023**

Balance per Bank Statement	\$	11,004.35
Plus: Outstanding Deposits		-
Minus: Outstanding Checks		3,227.09
Adjusted Bank Balance	<u>\$</u>	<u>7,777.26</u>

Beginning Bank Balance per Books	\$	4,139.44
Cash Receipts		13,589.22
Cash Disbursements		9,951.40
Balance per Books	<u>\$</u>	<u>7,777.26</u>

Waypointe CDD
Check Register
FY24

Date	Number	Name	Memo	Debit	Credit	Balance
9/30/2023		Balance Forward				4,139.44
10/13/2023	1009	Candice Bain	8/11/23 BOS Meeting		200.00	3,939.44
10/13/2023	00005272	Kolter Group Acquisitions LLC		12,175.72		16,115.16
10/24/2023	1010	Egis Insurance Advisors	Insurance premium 10/01/23 - 10/01/24		5,000.00	11,115.16
10/24/2023	1011	Vesta District Services			1,524.31	9,590.85
10/25/2023			Deposit	1,413.50		11,004.35
10/27/2023	1012	Kutak Rock LLP			3,227.09	7,777.26
10/31/2023				13,589.22	9,951.40	7,777.26

EXHIBIT 10

Waypointe Community Development District

**Financial Statements
(Unaudited)**

**Period Ending
November 30, 2023**

**Waypointe
Community Development District
Balance Sheet
November 30, 2023**

	<u>General Fund</u>	<u>Total</u>
Assets:		
Cash	\$ 522	\$ 522
Accounts Receivable	5,563	5,563
Deposits	-	-
Prepaid Items	-	-
Total Assets	<u><u>6,085</u></u>	<u><u>6,085</u></u>
 Liabilities:		
Accounts Payable	5,529	5,529
 Fund Balance:		
Nonspendable:		
Deposits & Prepaids	-	-
Restricted for:		
Debt Service	-	-
Capital Projects	-	-
Unassigned	556	556
Total Liabilities & Fund Balance	<u><u>\$ 6,085</u></u>	<u><u>\$ 6,085</u></u>
 Difference btwn BS & P&L	-	

Waypointe
Community Development District
General Fund
Statement of Revenues, Expenditures as Changes in Fund Balance
For the period Ending November 30, 2023

	FY2024 Adopted Budget	Current Month	Actual Year-to-Date	Variance (+ / -)	% of Budget
Revenue					
Special Assessments - Developer	\$ 128,155	\$ (3,832)	\$ 2,168	\$ (125,987)	1.69%
Lot Closings ¹					
Miscellaneous Income	-	(1,414)			
Total Revenue	128,155	(5,246)	2,168	(125,987)	1.69%
Expenditures					
Supervisor Fees	2,400			(2,400)	0.00%
District Management ²	20,000	1,000	2,000	(18,000)	10.00%
Administrative Services ²	12,750			(12,750)	0.00%
Accounting Services ²	12,750			(12,750)	0.00%
Assessment Administration ²	2,500			(2,500)	0.00%
Dissemination Agent	2,000			(2,000)	0.00%
Legal	25,000	205	810	(24,190)	3.24%
Engineering	30,000			(30,000)	0.00%
Postage	500		26	(474)	5.19%
Printing & Binding	500			(500)	0.00%
Legal Advertising	10,000		77	(9,924)	0.77%
Annual Special District Fee	175			(175)	0.00%
General Liability & Pol Insurance	6,000		5,000	(1,000)	83.33%
Bank Fees	500			(500)	0.00%
Websit Hosting, ADA, Maintenance, Emails	1,580			(1,580)	0.00%
Contingency	1,500			(1,500)	0.00%
Total Expenditures	128,155	1,205	7,912	(120,243)	6.17%
Excess of Revenue Over (Under) Expenditures	-	(6,450)	(5,744)		
Fund Balance - Beginning			6,300		
Fund Balance - Ending			\$ 556		

**Waypointe
Community Development District
Bank Reconciliation
November 30, 2023**

Balance per Bank Statement	\$	6,363.76
Plus: Outstanding Deposits		-
Minus: Outstanding Checks		5,841.82
Adjusted Bank Balance	\$	<u>521.94</u>

Beginning Bank Balance per Books	\$	7,777.26
Cash Receipts		-
Cash Disbursements		7,255.32
Balance per Books	\$	<u>521.94</u>

Waypointe CDD
Check Register
November 30, 2023

Date	Number	Name	Memo	Debit	Credit	Balance
9/30/2023		Balance Forward				4,139.44
10/13/2023	1009	Candice Bain	8/11/23 BOS Meeting		200.00	3,939.44
10/13/2023	00005272	Kolter Group Acquisitions LLC		12,175.72		16,115.16
10/24/2023	1010	Egis Insurance Advisors	Insurance premium 10/01/23 - 10/01/24		5,000.00	11,115.16
10/24/2023	1011	Vesta District Services			1,524.31	9,590.85
10/25/2023			Deposit	1,413.50		11,004.35
10/27/2023	1012	Kutak Rock LLP			3,227.09	7,777.26
10/31/2023				13,589.22	9,951.40	7,777.26
11/15/2023	1013	Kolter Homes	Refund check # 00005518 for Radiance CF 2023-04 made out to Waypointe		1,413.50	6,363.76
11/17/2023	1014	Kolter Homes			5,841.82	521.94
11/30/2023					7,255.32	521.94

EXHIBIT 11

Waypointe Community Development District

**Financial Statements
(Unaudited)**

**Period Ending
December 31, 2023**

**Waypointe
Community Development District
Balance Sheet
December 31, 2023**

	<u>General Fund</u>	<u>Total</u>
Assets:		
Cash	\$ 1,748	\$ 1,748
Accounts Receivable	3,153	3,153
Deposits	-	-
Prepaid Items	-	-
Total Assets	<u><u>4,901</u></u>	<u><u>4,901</u></u>
 Liabilities:		
Accounts Payable	3,319	3,319
 Fund Balance:		
Nonspendable:		
Deposits & Prepaids	-	-
Restricted for:		
Debt Service	-	-
Capital Projects	-	-
Unassigned	1,582	1,582
Total Liabilities & Fund Balance	<u><u>\$ 4,901</u></u>	<u><u>\$ 4,901</u></u>
 Difference btwn BS & P&L	-	

Waypointe
Community Development District
General Fund
Statement of Revenues, Expenditures as Changes in Fund Balance
For the period Starting October 1, 2023 Through December 31, 2023

	FY2024 Adopted Budget	Current Month	Actual Year-to-Date	Variance (+ / -)	% of Budget
Revenue					
Special Assessments - Developer	\$ 128,155	\$ -	\$ 2,568	\$ (125,587)	2.00%
Lot Closings					
Miscellaneous Income	-	-			
Total Revenue	128,155	-	2,568	(125,587)	2.00%
Expenditures					
Supervisor Fees	2,400			(2,400)	0.00%
District Management	20,000		2,000	(18,000)	10.00%
Administrative Services	12,750			(12,750)	0.00%
Accounting Services	12,750			(12,750)	0.00%
Assessment Administration	2,500			(2,500)	0.00%
Dissemination Agent	2,000			(2,000)	0.00%
Legal	25,000	(1,026)	(216)	(25,216)	-0.87%
Engineering	30,000			(30,000)	0.00%
Postage	500		26	(474)	5.19%
Printing & Binding	500			(500)	0.00%
Legal Advertising	10,000		77	(9,924)	0.77%
Annual Special District Fee	175			(175)	0.00%
General Liability & Pol Insurance	6,000		5,000	(1,000)	83.33%
Bank Fees	500			(500)	0.00%
Websit Hosting, ADA, Maintenance, Emails	1,580			(1,580)	0.00%
Contingency	1,500			(1,500)	0.00%
Total Expenditures	128,155	(1,026)	6,886	(121,269)	5.37%
Excess of Revenue Over (Under) Expenditures	-	1,026	(4,318)		
Fund Balance - Beginning			5,900		
Fund Balance - Ending			\$ 1,582		

**Waypointe
Community Development District
Bank Reconciliation
December 31, 2023**

Balance per Bank Statement	\$	3,957.62
Plus: Outstanding Deposits		-
Minus: Outstanding Checks		2,209.68
Adjusted Bank Balance	<u>\$</u>	<u>1,747.94</u>

Beginning Bank Balance per Books	\$	521.94
Cash Receipts		3,435.68
Cash Disbursements		2,209.68
Balance per Books	<u>\$</u>	<u>1,747.94</u>

Waypointe CDD
Check Register
December 31, 2023

Date	Number	Name	Memo	Debit	Credit	Balance
9/30/2023		Balance Forward				4,139.44
10/13/2023	1009	Candice Bain	8/11/23 BOS Meeting		200.00	3,939.44
10/13/2023	00005272	Kolter Group Acquisitions LLC		12,175.72		16,115.16
10/24/2023	1010	Egis Insurance Advisors	Insurance premium 10/01/23 - 10/01/24		5,000.00	11,115.16
10/24/2023	1011	Vesta District Services			1,524.31	9,590.85
10/25/2023			Deposit	1,413.50		11,004.35
10/27/2023	1012	Kutak Rock LLP			3,227.09	7,777.26
10/31/2023				13,589.22	9,951.40	7,777.26
11/15/2023	1013	Kolter Homes	Refund check # 00005518 for Radiance CF 2023-04 made out to Waypointe		1,413.50	6,363.76
11/17/2023	1014	Kolter Homes			5,841.82	521.94
11/30/2023					7,255.32	521.94
12/20/2023	00008621	Kolter Group Acquisitions LLC		2,409.68		2,931.62
12/28/2023	1015	Kimley-Horn and Associates, Inc.	Engineering Services 9/30/23		400.10	2,531.52
12/28/2023	1016	Kutak Rock LLP			809.58	1,721.94
12/28/2023	1017	Vesta District Services	District Management		1,000.00	721.94
12/28/2023			Deposit	1,026.00		1,747.94
12/31/2023				3,435.68	2,209.68	1,747.94

EXHIBIT 12

Waypointe Community Development District

**Financial Statements
(Unaudited)**

**Period Ending
January 31, 2024**

**Waypointe
Community Development District
Balance Sheet
January 31, 2024**

	<u>General Fund</u>	<u>Total</u>
Assets:		
Cash	\$ 1,748	\$ 1,748
Accounts Receivable	5,766	5,766
Deposits	-	-
Prepaid Items	-	-
Total Assets	<u><u>7,514</u></u>	<u><u>7,514</u></u>
 Liabilities:		
Accounts Payable	6,283	6,283
 Fund Balance:		
Nonspendable:		
Deposits & Prepaids	-	-
Restricted for:		
Debt Service	-	-
Capital Projects	-	-
Unassigned	1,231	1,231
Total Liabilities & Fund Balance	<u><u>\$ 7,514</u></u>	<u><u>\$ 7,514</u></u>
 Difference btwn BS & P&L	-	

Waypointe
Community Development District
General Fund
Statement of Revenues, Expenditures as Changes in Fund Balance
For the period Starting October 1, 2023 Through January 31, 2024

	FY2024 Adopted Budget	Current Month	Actual Year-to-Date	Variance (+ / -)	% of Budget
Revenue					
Special Assessments - Developer	\$ 128,155	\$ 2,574	\$ 5,142	\$ (123,013)	4.01%
Lot Closings					
Miscellaneous Income	-	-			
Total Revenue	128,155	2,574	5,142	(123,013)	4.01%
Expenditures					
Supervisor Fees	2,400			(2,400)	0.00%
District Management	20,000	1,000	4,000	(16,000)	20.00%
Administrative Services	12,750			(12,750)	0.00%
Accounting Services	12,750			(12,750)	0.00%
Assessment Administration	2,500			(2,500)	0.00%
Dissemination Agent	2,000			(2,000)	0.00%
Legal	25,000	252	533	(24,467)	2.13%
Engineering	30,000			(30,000)	0.00%
Postage	500	(39)	26	(474)	5.19%
Printing & Binding	500			(500)	0.00%
Legal Advertising	10,000		77	(9,924)	0.77%
Annual Special District Fee	175		175	-	100.00%
General Liability & Pol Insurance	6,000		5,000	(1,000)	83.33%
Bank Fees	500			(500)	0.00%
Websit Hosting, ADA, Maintenance, Emails	1,580			(1,580)	0.00%
Contingency	1,500			(1,500)	0.00%
Total Expenditures	128,155	1,213	9,811	(118,345)	7.66%
Excess of Revenue Over (Under) Expenditures	-	1,361	(4,669)		
Fund Balance - Beginning			5,900		
Fund Balance - Ending			\$ 1,231		

**Waypointe
Community Development District
Bank Reconciliation
January 31, 2024**

Balance per Bank Statement	\$	1,747.94
Plus: Outstanding Deposits		-
Minus: Outstanding Checks		-
Adjusted Bank Balance	<u>\$</u>	<u>1,747.94</u>

Beginning Bank Balance per Books	\$	1,747.94
Cash Receipts		-
Cash Disbursements		-
Balance per Books	<u>\$</u>	<u>1,747.94</u>

Waypointe CDD
Check Register
January 31, 2024

Date	Number	Name	Memo	Debit	Credit	Balance
9/30/2023		Balance Forward				4,139.44
10/13/2023	1009	Candice Bain	8/11/23 BOS Meeting		200.00	3,939.44
10/13/2023	00005272	Kolter Group Acquisitions LLC		12,175.72		16,115.16
10/24/2023	1010	Egis Insurance Advisors	Insurance premium 10/01/23 - 10/01/24		5,000.00	11,115.16
10/24/2023	1011	Vesta District Services			1,524.31	9,590.85
10/25/2023			Deposit	1,413.50		11,004.35
10/27/2023	1012	Kutak Rock LLP			3,227.09	7,777.26
10/31/2023				13,589.22	9,951.40	7,777.26
11/15/2023	1013	Kolter Homes	Refund check # 00005518 for Radiance CF 2023-04 made out to Waypointe		1,413.50	6,363.76
11/17/2023	1014	Kolter Homes			5,841.82	521.94
11/30/2023					7,255.32	521.94
12/20/2023	00008621	Kolter Group Acquisitions LLC		2,409.68		2,931.62
12/28/2023	1015	Kimley-Horn and Associates, Inc.	Engineering Services 9/30/23		400.10	2,531.52
12/28/2023	1016	Kutak Rock LLP			809.58	1,721.94
12/28/2023	1017	Vesta District Services	District Management		1,000.00	721.94
12/28/2023			Deposit	1,026.00		1,747.94
12/31/2023				3,435.68	2,209.68	1,747.94
1/31/2024				-	-	1,747.94

EXHIBIT 13

Waypointe Community Development District

**Financial Statements
(Unaudited)**

**Period Ending
February 29, 2024**

**Waypointe
Community Development District
Balance Sheet
February 29, 2024**

	<u>General Fund</u>	<u>Total</u>
Assets:		
Cash	\$ 1,748	\$ 1,748
Accounts Receivable	7,219	7,219
Deposits	-	-
Prepaid Items	-	-
Total Assets	<u><u>8,967</u></u>	<u><u>8,967</u></u>
 Liabilities:		
Accounts Payable	10,553	10,553
 Fund Balance:		
Nonspendable:		
Deposits & Prepaids	-	-
Restricted for:		
Debt Service	-	-
Capital Projects	-	-
Unassigned	(1,586)	(1,586)
Total Liabilities & Fund Balance	<u><u>\$ 8,967</u></u>	<u><u>\$ 8,967</u></u>
 Difference btwn BS & P&L	 0	

Waypointe
Community Development District
General Fund
Statement of Revenues, Expenditures as Changes in Fund Balance
For the period Starting October 1, 2023 Through February 29, 2024

	FY2024 Adopted Budget	Current Month	Actual Year-to-Date	Variance (+ / -)	% of Budget
Revenue					
Special Assessments - Developer	\$ 128,155	\$ 1,453	\$ 6,634	\$ (121,521)	5.18%
Lot Closings					
Miscellaneous Income	-	-			
Total Revenue	128,155	1,453	6,634	(121,521)	5.18%
Expenditures					
Supervisor Fees	2,400	-	-	(2,400)	0.00%
District Management	20,000	1,000	5,000	(15,000)	25.00%
Administrative Services	12,750	-	-	(12,750)	0.00%
Accounting Services	12,750	-	-	(12,750)	0.00%
Assessment Administration	2,500	-	-	(2,500)	0.00%
Dissemination Agent	2,000	-	-	(2,000)	0.00%
Legal	25,000	1,843	2,376	(22,624)	9.50%
Engineering	30,000	-	1,595	(28,405)	5.32%
Postage	500	-	69	(431)	13.72%
Printing & Binding	500	-	-	(500)	0.00%
Legal Advertising	10,000	-	77	(9,924)	0.77%
Annual Special District Fee	175	-	175	-	100.00%
General Liability & Pol Insurance	6,000	-	5,000	(1,000)	83.33%
Bank Fees	500	-	-	(500)	0.00%
Websit Hosting, ADA, Maintenance, Emails	1,580	-	-	(1,580)	0.00%
Contingency	1,500	-	-	(1,500)	0.00%
Total Expenditures	128,155	2,843	14,291	(113,864)	11.15%
Excess of Revenue Over (Under) Expenditures	-	(1,390)	(7,657)		
Fund Balance - Beginning			6,071		
Fund Balance - Ending			\$ (1,586)		

**Waypointe
Community Development District
Bank Reconciliation
February 29, 2024**

Balance per Bank Statement	\$	1,747.94
Plus: Outstanding Deposits		-
Minus: Outstanding Checks		-
Adjusted Bank Balance	\$	<u>1,747.94</u>

Beginning Bank Balance per Books	\$	1,747.94
Cash Receipts		-
Cash Disbursements		-
Balance per Books	\$	<u>1,747.94</u>

Waypointe CDD
Check Register
February 29, 2024

Date	Number	Name	Memo	Debit	Credit	Balance
9/30/2023		Balance Forward				4,139.44
10/13/2023	1009	Candice Bain	8/11/23 BOS Meeting		200.00	3,939.44
10/13/2023	00005272	Kolter Group Acquisitions LLC		12,175.72		16,115.16
10/24/2023	1010	Egis Insurance Advisors	Insurance premium 10/01/23 - 10/01/24		5,000.00	11,115.16
10/24/2023	1011	Vesta District Services			1,524.31	9,590.85
10/25/2023			Deposit	1,413.50		11,004.35
10/27/2023	1012	Kutak Rock LLP			3,227.09	7,777.26
10/31/2023				13,589.22	9,951.40	7,777.26
11/15/2023	1013	Kolter Homes	Refund check # 00005518 for Radiance CF 2023-04 made out to Waypointe		1,413.50	6,363.76
11/17/2023	1014	Kolter Homes			5,841.82	521.94
11/30/2023					7,255.32	521.94
12/20/2023	00008621	Kolter Group Acquisitions LLC		2,409.68		2,931.62
12/28/2023	1015	Kimley-Horn and Associates, Inc.	Engineering Services 9/30/23		400.10	2,531.52
12/28/2023	1016	Kutak Rock LLP			809.58	1,721.94
12/28/2023	1017	Vesta District Services	District Management		1,000.00	721.94
12/28/2023			Deposit	1,026.00		1,747.94
12/31/2023				3,435.68	2,209.68	1,747.94
1/31/2024				-	-	1,747.94
2/29/2024						1,747.94

EXHIBIT 14

Waypointe Community Development District

**Financial Statements
(Unaudited)**

**Period Ending
March 31, 2024**

**Waypointe
Community Development District
Balance Sheet
March 31, 2024**

	<u>General Fund</u>	<u>Total</u>
Assets:		
Cash	\$ 1,855	\$ 1,855
Accounts Receivable	-	-
Deposits	-	-
Prepaid Items	-	-
Total Assets	<u><u>1,855</u></u>	<u><u>1,855</u></u>
 Liabilities:		
Accounts Payable	262	262
 Fund Balance:		
Nonspendable:		
Deposits & Prepaids	-	-
Restricted for:		
Debt Service	-	-
Capital Projects	-	-
Unassigned	1,594	1,594
Total Liabilities & Fund Balance	<u><u>\$ 1,855</u></u>	<u><u>\$ 1,855</u></u>
 Difference btwn BS & P&L	-	

Waypointe
Community Development District
General Fund
Statement of Revenues, Expenditures as Changes in Fund Balance
For the period Starting October 1, 2023 Through March 31, 2024

	FY2024				
	Adopted	Current	Actual	Variance	% of
	Budget	Month	Year-to-Date	(+ / -)	Budget
Revenue					
Special Assessments - Developer	\$ 128,155	\$ 4,441	\$ 11,075	\$ (117,080)	8.64%
Lot Closings					
Miscellaneous Income	-	-			
Total Revenue	128,155	4,441	11,075	(117,080)	8.64%
Expenditures					
Supervisor Fees	2,400	-	-	(2,400)	0.00%
District Management	20,000	1,000	6,000	(14,000)	30.00%
Administrative Services	12,750	-	-	(12,750)	0.00%
Accounting Services	12,750	-	-	(12,750)	0.00%
Assessment Administration	2,500	-	-	(2,500)	0.00%
Dissemination Agent	2,000	-	-	(2,000)	0.00%
Legal	25,000	137	2,637	(22,363)	10.55%
Engineering	30,000	-	1,595	(28,405)	5.32%
Postage	500	-	69	(431)	13.72%
Printing & Binding	500	-	-	(500)	0.00%
Legal Advertising	10,000	-	77	(9,924)	0.77%
Annual Special District Fee	175	-	175	-	100.00%
General Liability & Pol Insurance	6,000	-	5,000	(1,000)	83.33%
Bank Fees	500	-	-	(500)	0.00%
Websit Hosting, ADA, Maintenance, Emails	1,580	-	-	(1,580)	0.00%
Contingency	1,500	-	-	(1,500)	0.00%
Total Expenditures	128,155	1,137	15,552	(112,603)	12.14%
Excess of Revenue Over (Under) Expenditures	-	3,305	(4,477)		
Fund Balance - Beginning			6,071		
Fund Balance - Ending			\$ 1,594		

**Waypointe
Community Development District
Bank Reconciliation
March 31, 2024**

Balance per Bank Statement	\$	1,855.19
Plus: Outstanding Deposits		-
Minus: Outstanding Checks		-
Adjusted Bank Balance	\$	<u>1,855.19</u>

Beginning Bank Balance per Books	\$	1,747.94
Cash Receipts		11,660.21
Cash Disbursements		11,552.96
Balance per Books	\$	<u>1,855.19</u>

Waypointe CDD
Check Register
March 31, 2024

Date	Number	Name	Memo	Debit	Credit	Balance
9/30/2023		Balance Forward				4,139.44
10/13/2023	1009	Candice Bain	8/11/23 BOS Meeting		200.00	3,939.44
10/13/2023	00005272	Kolter Group Acquisitions LLC		12,175.72		16,115.16
10/24/2023	1010	Egis Insurance Advisors	Insurance premium 10/01/23 - 10/01/24		5,000.00	11,115.16
10/24/2023	1011	Vesta District Services			1,524.31	9,590.85
10/25/2023			Deposit	1,413.50		11,004.35
10/27/2023	1012	Kutak Rock LLP			3,227.09	7,777.26
10/31/2023				13,589.22	9,951.40	7,777.26
11/15/2023	1013	Kolter Homes	Refund check # 00005518 for Radiance CF 2023-04 made out to Waypointe		1,413.50	6,363.76
11/17/2023	1014	Kolter Homes			5,841.82	521.94
11/30/2023					7,255.32	521.94
12/20/2023	00008621	Kolter Group Acquisitions LLC		2,409.68		2,931.62
12/28/2023	1015	Kimley-Horn and Associates, Inc.	Engineering Services 9/30/23		400.10	2,531.52
12/28/2023	1016	Kutak Rock LLP			809.58	1,721.94
12/28/2023	1017	Vesta District Services	District Management		1,000.00	721.94
12/28/2023			Deposit	1,026.00		1,747.94
12/31/2023				3,435.68	2,209.68	1,747.94
1/31/2024				-	-	1,747.94
2/29/2024						1,747.94
03/07/2024	00013004	Kolter Group Acquisitions LLC		7,219.07		8,967.01
03/14/2024	1019	Ormond Beach Observer	Legal Advertising Inv. date 9/7/23		76.50	8,890.51
03/14/2024	1020	Vesta District Services			4,303.87	4,586.64
03/14/2024	1021	Kutak Rock LLP			2,731.45	1,855.19
03/18/2024	00013392	Kolter Group Acquisitions LLC		4,441.14		6,296.33
03/19/2024	1022	Kimley-Horn and Associates, Inc.	Engineering Services thru 1/31/2024		1,595.15	4,701.18

03/19/2024	1023	Kutak Rock LLP		1,842.50	2,858.68
03/19/2024	1024	Vesta District Services		1,003.49	1,855.19
3/31/2024			11,660.21	11,552.96	1,855.19

EXHIBIT 15

RESOLUTION 2024-02
[BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET(S) FOR FISCAL YEAR 2025 AND SETTING A PUBLIC HEARING THEREON; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors ("**Board**") of the Waypointe Community Development District ("**District**") prior to June 15, 2024, a proposed budget(s) ("**Proposed Budget**") for the fiscal year ending September 30, 2025 ("**FY 2025**"); and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025 attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the date, time and location below, and District Staff is directed to provide for notice of the same in accordance with Florida law.

DATE:	Friday, August 9, 2024
HOUR:	11:00 AM
LOCATION:	Downtown Executive Center of DeLand 120 S Woodland Blvd., DeLand, FL

3. **TRANSMITTAL AND POSTING OF BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to applicable local general-purpose government(s) at least 60 days prior to the hearing set above, and (ii) post the approved Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10th DAY OF May, 2024.

ATTEST:

**WAYPOINTE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

**WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024-2025 PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)**

	FY 2024 ADOPTED	FY 2025 PROPOSED	VARIANCE FY24 - FY25
1 REVENUE:			
2 DEVELOPER FUNDING	\$ 128,155	\$ 128,155	\$ -
3 LOT CLOSINGS (SPRINGING ASSESSMENTS) ¹			
4 TOTAL REVENUE:	128,155	128,155	-
5			
6 EXPENDITURES:			
7 SUPERVISORS FEES	2,400	2,400	-
8 DISTRICT MANAGEMENT ²	20,000	20,000	-
9 ADMINISTRATIVE SERVICES ²	12,750	12,750	-
10 ACCOUNTING SERVICES ²	12,750	12,750	-
11 ASSESSMENT ADMINISTRATION ²	2,500	2,500	-
12 DISSEMINATION AGENT	2,000	2,000	-
13 LEGAL	25,000	25,000	-
14 ENGINEERING	30,000	30,000	-
15 POSTAGE	500	500	-
16 PRINTING AND BINDING	500	500	-
17 LEGAL ADVERTISING	10,000	10,000	-
18 ANNUAL SPECIAL DISTRICT FEE	175	175	-
19 GENERAL LIABILITY & POL INSURANCE	6,000	6,000	-
20 BANK FEES	500	500	-
21 WEBSITE HOSTING, ADA, MAINTENANCE,EMAILS	1,580	1,580	-
22 CONTINGENCY	1,500	1,500	-
23 TOTAL EXPENDITURES	\$ 128,155	\$ 128,155	\$ -
24			
25 TOTAL REVENUES OVER/(UNDER) EXPENDITURES	\$ -	\$ -	\$ -

Footnotes:

1. O&M assessments shall immediately attach only to sold lots during Fiscal Year 2024-2025. All unsold lots owned by the developer do not receive the same level of benefit as sold lots and, accordingly, such lots shall not receive an operations and maintenance assessment.

2. Total of \$1,000/per month until bond issuance, thereafter \$4,000/per month

**WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024-2025 PROPOSED BUDGET
O&M ASSESSMENT ALLOCATION**

Lot Type	Lots	ERU	Total ERU's	ERU %	FY2025 O&M	NET O&M per Lot¹
TH	125	0.73	91.67	26.65%	\$34,150	\$273
SF 40'	130	0.93	121.33	35.27%	\$45,202	\$348
SF 50'	131	1.00	131.00	38.08%	\$48,803	\$373
Total	386		344.00	100.00%	\$ 128,155	

Footnote:

1. O&M assessments shall immediately attach only to sold lots during Fiscal Year 2024-2025. All unsold lots owned by the developer do not receive the same level of benefit as sold lots and, accordingly, such lots shall not receive an operations and maintenance assessment.

EXHIBIT 16

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT EXTENDING THE TERMS OF OFFICE OF ALL CURRENT SUPERVISORS TO COINCIDE WITH THE GENERAL ELECTION PURSUANT TO SECTION 190.006, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waypointe Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the current members of the Board of Supervisors ("**Board**") were elected by the landowners within the District based on a one acre/one vote basis; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the Board to adopt a resolution extending or reducing the terms of office of Board members to coincide with the general election in November; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution extending the terms of office of all current Board members of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following terms of office are hereby extended to coincide with the general election to be held in November of 2026:

Seat #3 (currently held by Greg Meath)
Seat #4 (currently held by Eric Morrisette)
Seat #5 (currently held by Jared Lybbert)

The following terms of office are hereby extended to coincide with the general election to be held in November of 2028:

Seat #1 (currently held by Candice Bain)
Seat #2 (currently held by Justin Fyre)

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 10th day of May, 2024.

ATTEST:

**WAYPOINTE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chairperson/Vice Chairperson,
Board of Supervisors

EXHIBIT 17

RESOLUTION 2024-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waypointe Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Volusia County, Florida;

WHEREAS, pursuant to Chapter 190, Florida Statutes, the funds of the District shall be disbursed by the Treasurer and by other such person(s) as may be authorized by the Board; and

WHEREAS, the Board has previously established a local operating bank account for the District; and

WHEREAS, the Board has previously designated authorized signatories on the bank account; and

WHEREAS, the Board desires to rescind and repeal the prior designation and designate new signatories on the account.

NOW BE IT THEREFORE RESOLVED BY THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. The Chair and Vice-Chair of the District's Board of Supervisors, Scott Smith and Johanna Lee and Bridgett Alexander of DPGF Management and Consulting, LLC, are hereby designated as authorized signatories on the District's operating bank account.

Section 2. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. Further, upon its passage, any previously adopted resolution designating signatories on bank accounts for the District is rescinded and repealed.

PASSED AND ADOPTED this 10th day of May, 2024.

ATTEST:

**WAYPOINTE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair, Board of Supervisors

EXHIBIT 18

This instrument was prepared by:

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

COST SHARE AGREEMENT

THIS COST SHARE AGREEMENT ("**Agreement**") is made and entered into, by and between the following parties, and shall be effective upon full execution of this Agreement:

Waypointe Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District**"); and

_____, a _____, and whose address is _____ ("**Landowner**").

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Landowner presently owns certain lands described in **Exhibit A** (together, "**Property**"), which Property is intended to be developed into commercial and multi-family parcels; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District is authorized to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services, and to operate and maintain such improvements and facilities; and

WHEREAS, the District's capital improvement plan includes certain offsite improvements ("**Improvements**"), including roadways, hardscape/lighting/landscape/irrigation improvements, and stormwater and conservation improvements that benefit lands within the District as well as the Property, as shown in **Exhibit B**; and

WHEREAS, the Improvements are required to be developed in order for the lands within the District to be developed; and

WHEREAS, for efficiency, the District and the Landowner desire for the District to undertake the operation and maintenance of the Improvements, and the Landowner has agreed to pay for its share of the maintenance costs, as set forth herein;

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Landowner agrees as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. OPERATION AND MAINTENANCE OF IMPROVEMENTS. The District and the Landowner acknowledge and agree that:

- A.** The District shall be responsible for the operation, maintenance, repair and replacement of the Improvements upon transfer to, and acceptance by, the District from the Landowner.
- B.** To fund the costs associated with the Improvements, the parties agree that the Landowner shall be responsible for certain shared expenses ("**Shared Expenses**") incurred by the District and necessary for the operation, maintenance, repair and replacement of the Improvements. It is anticipated that the Landowner shall transfer the Property to one or more successors and assigns. Each Landowner shall be responsible for its share of the Shared Expenses based on its pro-rated share of the total acreage of the Property.
- C.** In connection with the District's annual budget process which begins prior to June 15 of each year and ends no later than September 30 of each year, the District will post its proposed budget on the District's web-site in accordance with law, showing the proposed budgeted costs for the Shared Expenses (as defined herein) for the upcoming District fiscal year, which begins October 1.
- D.** Each Landowner shall pay its share of the Shared Expenses to the District each District fiscal year, and within ten (10) days of written notice from the District. In the event that a payment is not timely made, the entire amount due – including any remaining partial, deferred payments for the District's Fiscal Year – shall immediately become due and payable, together with interest, penalties in the amount of two percent (2%) per month, and all costs of collection and enforcement, including attorney's fees and costs.
- E.** This Agreement is intended to create a contractual lien in favor of the District and for the Property to serve as the security for the payment of Shared Expenses.

3. DEFAULT. A default by a party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to ten (10) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

4. ATTORNEYS' FEES AND COSTS. In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. AUTHORIZATION. The execution of this Agreement has been duly authorized by the

appropriate body or official of each party; each party has complied with all of the requirements of law; and each party has full power and authority to comply with the terms and provisions of this instrument.

6. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party represented. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

7. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

8. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

9. ASSIGNMENT. This Agreement shall constitute a covenant running with title to the Property, binding upon the Landowner and its successors and assigns as to the Property or portions thereof.

10. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the parties hereto.

11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in the county in which the District is located.

12. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be

deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

14. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR CDD MAINTENANCE AGREEMENT – WAYPOINTE CDD]

Executed as of the ____ day of _____, 2024.

WITNESS

WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: Chairperson

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, **Chairperson**, of **WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

[SIGNATURE PAGE FOR CDD MAINTENANCE AGREEMENT – WAYPOINTE CDD]

Executed as of the ____ day of _____, 2024.

WITNESS

By: _____

Name: _____

Address: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____

(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

EXHIBIT A: LEGAL DESCRIPTION OF COMMERCIAL/MULTI-FAMILY PROPERTY

EXHIBIT B: LEGAL DESCRIPTION OF OFFSITE IMPROVEMENTS

EXHIBIT A: LEGAL DESCRIPTION OF COMMERCIAL / MULTI-FAMILY PROPERTY

{USE PLATTED LEGAL FOR Tracts _____, as identified on the plat entitled _____, recorded in the Public Records of Volusia County, Florida at Plat Book _____, Page(s) _____ et seq., OR USE SKETCH & LEGAL FOR EQUIVALENT PROPERTY}

EXHIBIT B: LEGAL DESCRIPTION OF OFFSITE IMPROVEMENTS

{USE PLATTED LEGAL FOR Tracts _____, as identified on the plat entitled _____, recorded in the Public Records of Volusia County, Florida at Plat Book _____, Page(s) _____ et seq., OR USE SKETCH & LEGAL FOR EQUIVALENT PROPERTY}

EXHIBIT 19

This instrument was prepared by:

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

CDD DRAINAGE EASEMENT AGREEMENT

THIS CDD DRAINAGE EASEMENT AGREEMENT (“Agreement”) is made and entered into, by and between the following parties, and shall be effective upon full execution of this Agreement:

Waypointe Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (**“District”**); and

_____, a _____, and whose address is _____ (**“Landowner”**).

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (**“Act”**), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Landowner presently owns certain lands described in **Exhibit A** (together, **“Property”**), which Property is intended to be developed into commercial and multi-family parcels; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District is authorized to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services, and to operate and maintain such improvements and facilities; and

WHEREAS, the District’s capital improvement plan includes a stormwater management system that conveys and treats surface water runoff from District property and adjacent properties; and

WHEREAS, the Landowner desires to have an easement that would authorize surface water runoff to drain from the Landowner’s Property and into the District’s stormwater system, and further authorize an individual Landowner to connect stormwater pipes/structures to the District’s stormwater system; and

WHEREAS, the District is agreeable to granting such easement rights, on the terms set forth herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Landowner agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **DRAINAGE EASEMENT.**

- A. **Easements** - The District does hereby grant to the Landowner a non-exclusive, perpetual easement over District-owned property for the purpose of (1) conveying stormwater from the Landowner's Property and into the District's stormwater system, and (2) connecting stormwater pipes/structures ("**Connection Structures**") from the Landowner's Property and to the District's stormwater system on the terms set forth herein (part (2), herein, "**Connection Project**").
- B. **Notice** – The Landowner shall provide the District with 30 days prior written notice prior to undertaking a Connection Project, and, upon request of the District, shall provide the District with a copy of any applicable plans, permits, schedule, insurance certificates, construction contracts, and other documentation reasonably requested by the District to review the Connection Project for compliance with the terms of this Agreement.
- C. **Easement Area** - Any Connection Project shall be planned and conducted in a manner so as to minimize the geographic area of District property necessary for the stormwater connection to occur. The District shall have the ability in its sole discretion to determine the location of any such connections. Further, the Landowner shall not have the right to stage a Connection Project on District property and any staging shall be done on the Landowner's Property.
- D. **Final Inspection** - Upon completion of any Connection Project, the Landowner shall notify the District in writing, and, upon request of the District, cooperate with the District in conducting an inspection of the Connection Project within five business days after the completion of the Connection Project.
- E. **Standard of Care** - Landowner shall cause any Connection Structures to be designed, constructed, repaired, maintained and reconstructed in a sound, professional manner and consistent with community standards.
- F. **O&M Responsibility** - The Landowner shall own any Connection Structures, and shall be fully responsible for the Landowner's cost for the design, permitting, construction, repair, maintenance, and reconstruction of the Connection Structures.
- G. **Permits** - The Landowner shall be responsible for obtaining any and all applicable permits and approvals relating to any Connection Project (including but not limited to any approvals of U.S. Army Corps of Engineers, Florida Department of Environmental Protection, the City, the County, any applicable homeowners' association, or any other regulatory or similar authority of any kind), provided however that the District shall serve as the operation and maintenance entity under for the District's master stormwater management system.
- H. **Licensed Contractors** - All Connection Projects conducted pursuant to this Agreement shall be conducted by a licensed and insured contractor. The Landowner shall cause its contractors and/or subcontractors performing work relating to the Connection Project to comply with the requirements of this

Agreement by incorporating the Landowner's obligations hereunder into any agreements with Landowner's contractors and/or subcontractors.

- I. **No Liens** - The Landowner shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against District property in connection with the exercise of its rights hereunder.
- J. **Due Care; Damage.** The Landowner shall use all due care to access and use the District property for the purposes contemplated by this Agreement without adverse impact and/or damage to the District's stormwater system, or any other property or improvements of any kind. The Landowner shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of the exercise of the rights granted hereunder. In the event that the Landowner, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the District's stormwater system, or any other property or improvements of any kind, the Landowner shall immediately notify the District and promptly restore the damaged property to as nearly as practical the original condition and grade, including, without limitation, replacement and/or repair of any sod, irrigation, landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind. Alternatively, the District may in its sole discretion elect to perform any such restoration work and charge the Landowner for any cost and expense of the restoration work.
- K. **Indemnification** – The Landowner agrees to indemnify, defend and hold harmless the District and its supervisors, officers, attorneys, engineers, managers, representatives and agents from and against from any and all claims, losses, costs, liabilities and/or damages of any kind including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent, reckless, or intentionally wrongful conduct of the Landowner and/or Landowner's employees, contractors, subcontractors, representatives and/or agents, and arising out of or related in any way to this Agreement and/or the exercise of the rights granted hereunder.
- L. **Insurance** – Landowner and its contractors (and their subcontractors, employees, and materialmen) undertaking any Connection Project shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted under this Agreement. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming the District as an insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by the District. The District shall be a named additional insured on any such policies, and the Landowner shall provide copies of all applicable insurance certificates with policy endorsements evidencing the satisfaction of the requirements of this paragraph prior to commencing any Connection Project.
- M. **Compliance with Laws** - Any rights granted hereunder shall be exercised by Landowner only in accordance and compliance with any and all applicable laws,

ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto, as well as any District rules and policies, which may be modified or amended from time to time. Among other things, the Landowner shall not discharge into or within the District's stormwater system or other property any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

3. DEFAULT. A default by a party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to ten (10) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

4. ATTORNEYS' FEES AND COSTS. In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each party; each party has complied with all of the requirements of law; and each party has full power and authority to comply with the terms and provisions of this instrument.

6. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party represented. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

7. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

8. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement;

and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

9. ASSIGNMENT. This Agreement shall constitute a covenant running with title to the Landowner's Property, binding upon the Landowner and its successors and assigns as to the Landowner's Property or portions thereof.

10. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the parties hereto.

11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in the county in which the District is located.

12. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

14. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR CDD DRAINAGE EASEMENT AGREEMENT – WAYPOINTE CDD]

Executed as of the ____ day of _____, 2024.

WITNESS

WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: Chairperson

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, **Chairperson**, of **WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

[SIGNATURE PAGE FOR CDD DRAINAGE EASEMENT AGREEMENT – WAYPOINTE CDD]

Executed as of the ____ day of _____, 2024.

WITNESS

By: _____

Name: _____

Address: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____

(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

EXHIBIT A: LEGAL DESCRIPTION OF COMMERCIAL/MULTI-FAMILY PROPERTY

EXHIBIT A: LEGAL DESCRIPTION OF COMMERCIAL / MULTI-FAMILY PROPERTY

{USE PLATTED LEGAL FOR Tracts _____, as identified on the plat entitled _____, recorded in the Public Records of Volusia County, Florida at Plat Book _____, Page(s) _____ et seq., OR USE SKETCH & LEGAL FOR EQUIVALENT PROPERTY}

EXHIBIT 20

This instrument was prepared by:

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

**INTERLOCAL AGREEMENT
FOR OPERATION AND MAINTENANCE**

This *Interlocal Agreement for Operation and Maintenance* ("**Agreement**") is entered into by and between THE CITY OF DAYTONA BEACH, FLORIDA, a municipal corporation ("**City**") and WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government ("**District**").

WITNESSETH:

WHEREAS, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" ("**Cooperation Act**"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the City of Daytona Beach has approved that certain plat ("**Plat**") entitled _____, which is recorded at Plat Book ___, Page ___; and

WHEREAS, the Plat dedicates certain tracts and easement rights to the District, and in order for the District to operate and maintain certain roadway tracts (including roadway improvements as well as related hardscape/landscape/irrigation/lighting improvements), common areas, drainage tracts, wetlands and other improvements (as listed on the Plat together, and as such Plat may be amended from time to time, "**CDD Areas**"); and

WHEREAS, the City and District desire to enter into this Agreement in order for the District to assume its perpetual obligations to provide maintenance services to the CDD Areas;

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained herein, the parties hereto agree as follows:

1. **Operation and Maintenance Responsibilities.** At the District's sole cost and expense, the District shall have the perpetual right and obligation to construct, install, acquire, operate, maintain, repair and replace all roadway, hardscape, landscape, irrigation, lighting, stormwater, and wetland improvements within the CDD Areas. This Agreement is intended to expressly authorize and require the District to construct, install, acquire, operate, maintain, repair and replacement improvements within the CDD Areas, including among others those outside the District's boundaries, pursuant to Section 190.012(1)(g) and (1)(h), *Florida Statutes*. The City shall have no obligations whatsoever with respect to the CDD Areas.

2. **Execution in Counterparts.** This Agreement may be simultaneously executed in counterparts, each which shall be an original and all of which shall constitute but one and the same instrument.

3. **Limitation on Governmental Liability.** Nothing in this Agreement shall be deemed a waiver of the limits of liability of either the City or the District set forth in Section 768.28, *Florida Statutes*, as amended or other statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

No covenant, stipulation, obligation or agreement contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the District in its, his or her individual capacity, and neither the members of the governing body of the City or the District nor any official executing this Agreement shall be liable personally or shall be subject to any accountability for reason of the execution by the City or the District of this Agreement or any related act.

4. **Notices.** Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith.

If to the City:	City of Daytona Beach 301 S. Ridgewood Ave. Daytona Beach, Florida 322114 Attn: CDD Coordinator
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If to the District:	Waypointe Community Development District Vesta District Services 250 International Parkway, Suite 208 Lake Mary, Florida 32746 Attn: District Manager
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With a copy to:	Kutak Rock LLP 107 W. College Avenue Tallahassee, Florida 32301 Attn: Jere Earlywine
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5. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be solely in Volusia County, Florida.

6. **Assignment and Binding Effect.** No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the parties to this

Agreement. This Agreement shall be binding upon and shall inure to the benefit of the City, the District, and their respective successors and assigns.

7. **Amendments.** No modification, addendum or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.

8. **Filing.** After approval of this Agreement by the respective governing bodies of the City and this District, and its execution by the duly qualified and authorized officers of each of the parties, the District shall cause this Agreement to be filed with the Clerk of the Circuit Court, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.

9. **Entire Agreement.** This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, 190 or any other Florida Law shall automatically amend this agreement.

10. **Effective Date.** This Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court. This Agreement shall also be recorded in the public records of the City to become a part of the title history of properties in the District.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

**CITY COMMISSION
THE CITY OF DAYTONA BEACH, FLORIDA**

By: _____
Name: _____
Title: _____

WITNESSES:

Name: _____
Title: _____
Address: _____

Name: _____
Title: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as _____ and on behalf of the City of Daytona Beach, Florida. He [] is personally known to me or [] produced _____ as identification.

Notary Public, State of Florida

SIGNATURE PAGE TO INTERLOCAL AGREEMENT

**WAYPOINTE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

WITNESSES:

Name: _____
Title: _____
Address: _____

Name: _____
Title: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as Chairperson of the Waypointe Community Development District, on its behalf. He [____] is personally known to me or [____] produced _____ as identification.

Notary Public, State of Florida

EXHIBIT 21



Lisa Lewis
Supervisor of Elections
County of Volusia

April 16, 2024

Ms. Jackie Leger
Senior Administrator
Vesta District Services
250 International Parkway, Ste 208
Lake Mary, Florida 32746

Re: Waypointe CDD

Dear Ms. Leger:

Please accept this letter regarding the number of registered voters within the boundaries of Waypointe Community Development District in accordance with Senate Bill 1184, enacted June 23, 2004. There are **two** registered voters in this district as of April 15, 2024.

Please feel free to contact my office should you have questions.

Regards,

Lisa Lewis
Supervisor of Elections