

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

December 10, 2024

BOARD OF SUPERVISORS

SPECIAL MEETING AGENDA

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Waypointe Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

December 3, 2024

Board of Supervisors
Waypointe Community Development District

Dear Board Members:

The Board of Supervisors of the Waypointe Community Development District will hold a Special Meeting on December 10, 2024 at 1:00 p.m., at the Storch Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of District Management Transition Items
 - A. Acceptance of Vesta District Services Notice of Termination
 - B. Resolution 2025-01, Appointing and Fixing the Compensation of the District Manager and Methodology Consultant; Providing an Effective Date
 - Agreement for District Management Services
 - C. Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
 - D. Resolution 2025-03, Directing the District Manager to Appoint Signors on the Local Bank Account; and Providing an Effective Date
 - E. Resolution 2025-04, Designating a Registered Agent and Registered Office of the District and Providing for an Effective Date
 - F. Resolution 2025-05, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
 - G. Resolution 2025-06, Designating the Location of the Local District Records Office and Providing an Effective Date
 - H. Strange Zone, Inc. Quotation #M24-1043 for District Website Design, Maintenance and Domain Web-Site Design Agreement
 - I. ADA Site Compliance Proposal for Website Compliance Shield, Accessibility Policy and One (1) Annual Technological Audit

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

4. Consideration of Resolution 2025-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
5. Acceptance of Unaudited Financial Statements as of October 31, 2024
6. Approval of August 9, 2024 Regular Meeting and Budget Public Hearing Minutes
7. Staff Reports
 - A. District Counsel: *Kutak Rock, LLP*
 - B. District Engineer: Kimley-Horn
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: TBD

○ QUORUM CHECK

SEAT 1	TIMOTHY SMITH	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	JUSTIN FRYE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	WILLIAM FIFE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	ERIC MORRISETTE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	HALEY KIERNAN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

8. Board Members' Comments/Requests
9. Public Comments
10. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,

Cindy Cerbone

Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 801 901 3513

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER AND METHODOLOGY CONSULTANT; 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*, being situated entirely within the City of Daytona Beach, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") must employ and fix compensation of a District Manager; and

WHEREAS, the Board desires to appoint a Methodology Consultant to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

WHEREAS, the Board has determined that the appointment of a Methodology Consultant is necessary, appropriate and in the District's best interests; and

WHEREAS, the Board desires to appoint a District Manager and Methodology Consultant and to provide compensation for their services.

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

1. APPOINTMENT OF DISTRICT MANAGER. The District Manager and Methodology Consultant is hereby appointed, and shall be compensated for their services, pursuant to the agreement attached hereto as **Exhibit A**, which is hereby approved. This authorization shall be continuing in nature until revoked by the District.

2. EFFECTIVE DATE. This Resolution shall take effect December 31, 2024.

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

ATTEST:

**WAYPOINTE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Agreement for District Management Services



Wrathell, Hunt and Associates, LLC

AGREEMENT FOR MANAGEMENT SERVICES
between
WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT
and
WRATHELL, HUNT & ASSOCIATES, LLC

THIS AGREEMENT FOR MANAGEMENT SERVICES (this "Agreement"), is made and entered into on this 10th day of December, 2024, by and between the **Waypointe Community Development District**, hereinafter referred to as "DISTRICT", and the firm of **Wrathell, Hunt & Associates, LLC**, a Florida limited liability company, hereinafter referred to as "MANAGER".

WITNESSETH:

WHEREAS, the DISTRICT desires to retain the MANAGER to provide non-exclusive management, recording, assessment methodology and accounting advisory services for the DISTRICT, as required to meet the needs of the DISTRICT during the contract period; and

WHEREAS, the MANAGER desires to provide such services to the DISTRICT as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The DISTRICT hereby engages the MANAGER to provide the services more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Services").
2. The DISTRICT agrees to compensate the MANAGER by payment of the fees (collectively, the "Fees") set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Fee Schedule"). The Fees, except as otherwise provided on the Fee Schedule, shall be payable in equal monthly installments on the first day of each month. The DISTRICT will consider price adjustments at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and each succeeding twelve (12)-month period thereafter to compensate for market conditions and the anticipated type and scope of the Services to be performed during the next twelve (12)-month period. Accordingly, the Fees and the Fee Schedule shall be deemed increased at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and thereafter annually at the end of each succeeding fiscal year to the extent approved in the annual budget adopted by the Board of Supervisors of the DISTRICT (the "Board"). In no event shall the Fees be increased



Wrathell, Hunt and Associates, LLC

to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.

3. This Agreement shall become effective on the date set forth above and the term of this Agreement shall commence on such date and continue until this Agreement is terminated pursuant to the terms of this Section 3. This Agreement may be terminated as follows:
 - a) by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the MANAGER, or failure of the MANAGER to perform the Services as required under this Agreement, if such misfeasance, malfeasance, nonfeasance or failure to perform the Services as required under this Agreement has not been cured within ten (10) business days after the DISTRICT has provided notice of same to the MANAGER (the "Cure Period"), upon providing ten (10) business days prior written notice to the MANAGER (which period shall not begin to run until the expiration of the Cure Period);
 - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
 - c) by either party, for any reason, by providing sixty (60) days prior written notice to the other party.

Upon the termination of this Agreement, the MANAGER agrees to take all reasonable and necessary actions to transfer to the DISTRICT, or to such other party as directed by the DISTRICT, all the books and records of the DISTRICT in the MANAGER'S possession in an orderly fashion. The portion of the Fees and any other amounts due and owing to the MANAGER under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement. The DISTRICT'S obligation to make payment to the MANAGER of the portion of the Fees and any other amounts due and owing to MANAGER under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

4. The MANAGER shall devote such time as is reasonably necessary to perform the Services.
5. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any such interest shall be employed by the MANAGER to perform the Services or any portion thereof.
6. The MANAGER shall promptly notify the DISTRICT in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, identify the nature of work that the MANAGER may undertake, if applicable, and request an opinion of the DISTRICT as to whether the



Wrathell, Hunt and Associates, LLC

association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion within thirty (30) days of receipt of any notification by the MANAGER pursuant to this Section 6. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the DISTRICT by the MANAGER under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The MANAGER shall be free to perform services similar to the type of services offered to the DISTRICT as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the MANAGER from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.

7. The MANAGER agrees that all Services shall be performed by skilled and competent personnel.
8. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER in connection with the Services.
9. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the county where the DISTRICT is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right of remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right of remedy with respect to subsequent defaults. The provisions of this Section 9 shall survive the termination of this Agreement.
10. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the non-prevailing party



Wrathell, Hunt and Associates, LLC

reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection therewith, including without limitation at all trial levels and appellate levels and in post-judgment proceedings. The provisions of this Section 10 shall survive the termination of this Agreement.

11. All notices required in this Agreement shall be sent by either certified mail, return receipt requested with postage prepaid, hand-delivered, or sent by overnight express carrier with next business day delivery guaranteed, addressed to the following addresses, or such other address as either party shall specify hereinafter in written notice to the other party:

If to the Manager: Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

If to the DISTRICT: Waypointe Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

with a copy to: Counsel to the DISTRICT:
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

Any such notice sent as referenced above shall be deemed received on the third (3rd) business day following the day sent, if sent by certified mail with postage prepaid, when delivered if hand-delivered, or on the next business day following the day sent, if sent by overnight express courier with next business day delivery guaranteed.

12. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties, with respect thereto. This Agreement, or any provision contained herein, may not be amended unless such amendment is set forth in a writing signed by the parties hereto.
13. Neither party to this Agreement will be liable to the other for any failure or delay in performing any of its obligations under or pursuant to this Agreement, other than the payment of money, if such failure or delay is due to any (i) strike(s), lockout(s), or labor dispute(s), (ii) inability to obtain labor or materials, or reasonable substitutes therefor, or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, wars, national emergencies, natural disasters, fire, or other casualty, utility failures or other cause (including, with respect to the MANAGER, the failure of the DISTRICT to have adequate funds required for performance of the Services) beyond the reasonable control of such applicable party, and such applicable party will be entitled to a reasonable extension of the time for performing such obligations as a result of such cause. The terms of this Section 13 shall survive the termination of this Agreement.



Wrathell, Hunt and Associates, LLC

14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
15. The MANAGER shall not be liable for any acts or omissions of any previous manager(s) of the DISTRICT. Additionally, neither the MANAGER nor any its members, managers, managing members, officers, employees, agents or representatives (collectively, the "Manager Affiliates") shall be liable, responsible, or accountable in damages or otherwise to the DISTRICT for any acts performed by the MANAGER or the Manager Affiliates in good faith and within the scope of this Agreement. The MANAGER or any of the Manager Affiliates cannot provide financial or real estate feasibility forecasting related to the DISTRICT'S ability to repay its indebtedness such as bonds, bond anticipation notes, notes or any other forms of indebtedness. The success of the real estate venture(s) located within the DISTRICT is in no way guaranteed by MANAGER nor any of the Manager Affiliates. Neither the MANAGER nor any of the Manager Affiliates shall be liable to the DISTRICT or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the DISTRICT or otherwise titled in the name of the DISTRICT (collectively, the "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the DISTRICT which is delivered to the MANAGER and deposited into any of the District Bank Accounts. The terms of this Section 15 shall survive the termination of this Agreement.
16. The District agrees to list the Manager as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the Consultant or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider will issue an endorsement. The limits of coverage for additional insured parties pursuant to such endorsement shall not exceed the monetary limitations of liability provided in Section 768.28, Florida Statutes.
17. Nothing contained in this Agreement, nor any acts of the parties, shall be deemed or construed to create a partnership or joint venture between the MANAGER and the DISTRICT or to cause the MANAGER to be responsible in any way for the debts or obligations of the DISTRICT. The terms of this Section 16 shall survive the termination of this Agreement.
18. This Agreement may be executed in counterparts, both of which, together, shall constitute one and the same agreement.



Wrathell, Hunt and Associates, LLC

19. **THE MANAGER AND THE DISTRICT EACH HEREBY KNOWINGLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO DEMAND A JURY TRIAL IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. THE TERMS OF THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
20. Wrathell, Hunt and Associates, LLC, does not represent the District as a Municipal Advisor or Securities Broker; nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC, does not provide the District with financial advisory services or offer investment advice in any form.

[SIGNATURES APPEAR ON FOLLOWING PAGES]



Wrathell, Hunt and Associates, LLC

IN WITNESS WHEREOF, the Board of Supervisors of the **Waypointe Community Development District** has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals effective as of the date and year first above written.

Signed in the presence of

BOARD OF SUPERVISORS:
WAYPOINTE COMMUNITY DEVELOPMENT
DISTRICT

Witnesses:

Print Name: _____

By: _____
Print Name _____
Chair/Vice Chair

Print Name: _____

MANAGER:
WRATHELL, HUNT & ASSOCIATES, LLC

Print Name: _____

By: _____
Craig A. Wrathell, Managing Member

Print Name: _____



EXHIBIT A - SERVICES

Wrathell, Hunt & Associates, LLC will perform all required Management functions of the Waypointe **Community Development District** (the “District”), which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors of the District (the “Board”) and provide the Board with meaningful dialogue of the issues before the Board for action
- Identify significant policies, including analysis of policy implementation with administrative and impact statement and effect on the District
- Develop and train members of the Board in the requirements of Florida Laws with including with respect to, but not limited to, public officers and employees, and the conduct of District business
- Prepare District's Budget as more fully outlined below
- Implement Budget directives
- Prepare specifications for and coordinate for the following services:
 - Insurance, including General Liability along with Directors and Officers Liability
 - Independent Auditor Services
 - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the county in which the District is located:
 - Public Facilities Report
 - Designation of Registered Office and Registered Agent
 - Public Meeting Schedule
 - Audited Financial Statements (assist with the preparation of same)
- Ensure compliance with the following Florida Statutes:
 - Annual Financial Audit



Wrathell, Hunt and Associates, LLC

- Annual Financial Report
- Public Depositor Report
- Proposed Budget
- District Map and Amendments
- Public Facilities Report
- Registered Agent and Registered Office
- Public Meeting Schedule Notice Requirements

(The reporting requirements of Community Development Districts periodically change and *Wrathell, Hunt & Associates, LLC* will ensure that we update reporting requirements of the District as the legislature updates the reporting requirements.)

- Record all meetings of the District
- Provide Oath of Office and notary public for all newly elected members of the Board
- Coordinate and provide contract administration for any services provided to the District by outside vendors:
 - Develop service contracts for the delivery of services to the District, with the assistance of the District's Attorney
 - Ensure that contract specifications are met
 - Interface with residents and contractors to ensure that anticipated service levels are being provided
 - Prepare contract amendments and change orders as necessary
 - Ensure proper contractor billing is received
- If required, provide day-to-day management of in-house operations by performing the following:
 - Hire and train a highly qualified staff
 - Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner
 - Prepare and implement operating schedules
 - Prepare and implement operating policies



Wrathell, Hunt and Associates, LLC

- Interface with residents to ensure anticipated levels of service are being met
 - Implement internal purchasing policies
 - Prepare and bid services and commodities as necessary
- Coordinate with the residents to determine the services and levels of service to be provided as part of the District's budget preparations:
 - Identify new services
 - Identify expanded areas of existing services
 - Identify new levels of service
 - Provide budget recommendations based on findings
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)
- Preparation of Estoppel Letters for Property Transfers and Monitoring Development of the District and Performance of Assessment True Up Analysis

Recording Services

Wrathell, Hunt & Associates, LLC will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Prepare all Board Agendas and coordinate receipt of sufficient material for Board to make informed policy decisions
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the District is located
- Record and transcribe all meetings of the Board including regular meetings, special meetings, workshops and public hearing(s). The recording and transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***Wrathell, Hunt & Associates, LLC*** in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida law.



Wrathell, Hunt and Associates, LLC

- Maintain all other District public records, including Agreements, Contracts and Resolutions in perpetuity for the District
- Maintain District Seal
- Satisfy public records requests in a timely, professional and efficient manner
- Prepare and coordinate applications for:
 - Federal I.D. Number
 - Tax Exemption Certificate
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes

Accounting Services

Wrathell, Hunt & Associates, LLC will perform all required accounting functions of the District, which will include but not be limited to the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by the Board at the District's advertised public hearing
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent



Wrathell, Hunt and Associates, LLC

- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Adhere to investment policies and procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for units of local government and distribute to the State Comptroller
- Prepare Public Depositor's Report and distribute to the State Treasurer
- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies
- Administer purchase order system, periodic payment of invoices
- Coordination of tax collection and miscellaneous receivables
- Prepare all required schedules for year-end audit:
 - Prepare schedule of bank reconciliations
 - Prepare cash and Investment confirmations for distribution to authorized Public Depositories and Trustee of District bond issues
 - Prepare analysis of accounts receivable
 - Prepare schedule of interfund accounts
 - Prepare schedule of payables from the governments
 - Prepare schedule of all prepaid expenses
 - Prepare debt confirmation schedules
 - Prepare schedule of accounts payable
 - Prepare schedule of changes in fund balances
 - Prepare schedule of assessment revenue compared to budget
 - Prepare schedule of interest income and provide reasonableness test



Wrathell, Hunt and Associates, LLC

- Prepare schedule of investments and accrued interest
- Prepare analysis of all other revenue
- Prepare analysis of interest expenses and calculate accrued interest expense at year end
- Prepare schedule of operating transfers
- Prepare schedule of cash receipts and cash disbursements
- Prepare analysis of cost of development and construction in progress
- Prepare analysis of reserves for encumbrances
- Prepare analysis of retainages payable
- Prepare amortization and depreciation schedules
- Prepare general fixed asset and general long-term debt account groups
- Perform general fixed asset accounting
- Account for assets constructed by or donated to the District for maintenance
- Prepare inventories of District property in accordance with the rules of the Auditor General
- Comply with District adopted Prompt Payment Policies and Procedures Pursuant to Chapter 218, *Florida Statutes*

Special Assessment Methodology Preparation Services

Wrathell, Hunt & Associates, LLC will perform all required special assessment methodology functions of the District, which will include but not be limited to the following:

- Review the District's capital improvement program
- Determine the types of special and general benefits of proposed investments
- Determine which properties within the boundaries of the Districts receive special benefits and which properties receive general benefits
- Determine a fair and reasonable apportionment of the special and peculiar benefits of the District-financed improvements among the properties deriving such benefits



Wrathell, Hunt and Associates, LLC

- Based on the determination and apportionment of special and peculiar benefit, calculate a fair and reasonable apportionment of the responsibility to pay the non-ad valorem special assessments resulting from funding of the District's capital improvement plan
- Prepare a Special Assessment Methodology Report for consideration by the Board of the District
- Prepare an assessment roll of all assessable properties within the District
- Present the Special Assessment Methodology Report to the Board at a public meeting and answer any questions pertaining to the Report
- Prepare the Preliminary and Final Assessment Rolls
- Prepare notices advising the property owners of the completion of construction and the amount of the final assessment
- Act as primary contact to answer property owners' questions regarding the capital assessment

Dissemination Agent Services

Wrathell, Hunt & Associates, LLC, will provide Dissemination Agent Services as specified in the District's Continuing Disclosure Agreement for bonds issued. Such services shall include but are not limited to:

- Determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and
- File a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to Disclosure Agreement(s), stating the date(s) it was provided, and listing all Repositories with which it was filed.
- All documents, reports, notices, statements, information and other materials provided to the MSRB under the District's Disclosure Agreement(s) shall be provided in an EMMA Compliant Format.



Wrathell, Hunt and Associates, LLC

Exhibit B - Fee Schedule

1. District Management, Recording, Financial Accounting and Assessment Roll Services

FEE PROPOSED	\$48,000-annually
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2. Debt Service Fund Accounting/Assessment Collection Services [for Second and Subsequent Issuance of Bonds]

FEE PROPOSED	\$5,500 annually per bond issue
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3. Assessment Methodology Consultant Services [Assessment Methodology Report]

FEE PROPOSED	\$25,000 per bond issue
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4. Issuance of Bonds, and Placement of Loans and Other District Indebtedness

FEE PROPOSED	\$10,000 for first bond issue*
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**No fee will be charged for subsequent bond issues.*
5. Dissemination Agent Services

FEE PROPOSED	\$1,000 annually per bond issue
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6. Out of Pocket Expenses: **Wrathell, Hunt and Associates, LLC**, shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, mailings, long distance telephone calls, and printing and binding, etc.). **Wrathell, Hunt and Associates, LLC**, will submit monthly invoices to District for work performed and payment shall become due and payable within fifteen (15) days of receipt.
7. Additional Services: Should **Wrathell, Hunt and Associates, LLC**, be requested to provide additional functions on behalf of District, compensation for such services shall be in accordance with the terms mutually agreed to by the parties.

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

3C

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR 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*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following are elected as Officers of the District effective December 10, 2024:

<u>Craig Wrathell</u>	is elected Secretary
<u>Cindy Cerbone</u>	is elected Assistant Secretary
<u>Craig Wrathell</u>	is elected Treasurer
<u>Jeffrey Pinder</u>	is elected Assistant Treasurer

SECTION 2. The following shall be removed as Officers effective December 10, 2024:

<u>David McInnes</u>	Secretary
<u>Jacquelyn Leger</u>	Assistant Secretary
<u>Johanna Lee</u>	Treasurer
<u>Bridgett Alexander</u>	Assistant Treasurer
<u>Scott Smith</u>	Assistant Treasurer

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

William "Bill" Fife is Chair

Justin Frye is Vice Chair

Timothy Smith is Assistant Secretary

Eric Morrisette is Assistant Secretary

Haley Kiernan is Assistant Secretary

SECTION 4. This Resolution shall become effective on December 31, 2024 and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 10TH DAY OF DECEMBER, 2024.

ATTEST:

**WAYPOINTE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

3D

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE DISTRICT MANAGER TO APPOINT SIGNORS ON THE LOCAL BANK ACCOUNT; 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 District’s Board of Supervisors desires to appoint District Chair, Treasurer and Assistant Treasurer as signors on the account.

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

1. DESIGNATING AUTHORIZED SIGNATORIES. The District Chair, Treasurer and Assistant Treasurer shall be appointed as signors on the local bank account.

2. EFFECTIVE DATE. This Resolution shall take effect December 31, 2024.

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

ATTEST:

**WAYPOINTE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

3E

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 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 District is statutorily required to designate a registered agent and a registered administrative office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

1. **DESIGNATION OF REGISTERED AGENT.** Craig Wrathell is hereby designated as Registered Agent for the District.

2. **REGISTERED OFFICE.** The District's Registered Office shall be located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida, 33431, Phone: (561) 571-0010.

3. **FILING.** In accordance with Section 189.014, Florida Statutes, the District's Secretary is hereby directed to file certified copies of this resolution with the County and the Florida Department of Commerce.

4. **EFFECTIVE DATE.** This Resolution shall take effect December 31, 2024.

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

ATTEST:

**WAYPOINTE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

3F

RESOLUTION 2025-05

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT 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 District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

1. PRIMARY ADMINISTRATIVE OFFICE. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

2. PRINCIPAL HEADQUARTERS. The District’s principal headquarters for purposes of establishing proper venue shall be located within Volusia County, Florida.

3. EFFECTIVE DATE. This Resolution shall take effect December 31, 2024.

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

ATTEST:

**WAYPOINTE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

3G

RESOLUTION 2025-06

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE 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*, being situated within Volusia County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s local records office shall be located at:

SECTION 2. This Resolution shall become effective immediately upon its adoption.

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

ATTEST:

**WAYPOINTE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

3H

Strange Zone, Inc.

Quotation

260 NW 67th Street #108
Boca Raton, FL 33487
Phone: (305) 607-2989

DATE December 3, 2024
Quotation # M24-1043
Customer ID WCDD

Prepared by: Stephan

Prepared For:

Waypointe CDD
C.O. Wrathell, Hunt and Associates, LLC
PO Box 810036
Boca Raton, Florida 33481
Phone: (561) 571-0010

Description	AMOUNT
Website creation & development <i>Website will be created using company provided colors, images & logo if available. The website will include the following pages & content: Home page, About page, What is a CDD page, Required reporting information page, FAQs page, News section if desired, Contact page, and Meetings & documents page which include PDF documents of audits, budget, meeting agenda, meeting schedule & minutes from meetings. Website HTML Code will be WCAG 2.2 AA Compliant. Client will be responsible for providing Remediated PDF.</i>	\$975.00
Website maintenance For 1 year Please allow up to 48 hours for updates to be posted. <i>Maintenance includes posting of minutes, meeting agendas, audits, scheduled meetings, budgets, general documents, and any other content update needed. Creation of new pages will be a separate fee of \$50/ Page.</i>	\$600.00
Website hosting & Email For 1 year <i>Hosting service also includes 5 emails address accounts with 2GB of space for each account. Additional email storage \$10/User/Month</i>	Included
Domain Registration (waypointecdd.com)	\$35.00
SSL Certificates 1 year	\$69.99
TOTAL	\$ 1,679.99

If you have any questions concerning this quotation, Stephan, (305) 607-2989, strangezone@gmail.com

Payment must be received before the start of this agreement.

Date

THANK YOU FOR YOUR BUSINESS!

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

31

Date: December 5 2024
Re: Website Mitigation Items for Accessibility

This proposal is for the website, which our development and audit team will perform the scope of services outlined below. ADA Site Compliance is a consultancy which provides specific services for the client. Any services outside of the scope below, or separate sites or templates, will require additional evaluations and proposals.

Technological Auditing

WCAG Standards
Technological auditing of the agreed upon pages.
Detailed Reports

Accessibility Policy and Compliance Shield

Indication to all website visitors that compliance, accessibility, and usability are a priority.
Provides contact information (phone and/or email) for users who find inaccessible areas of the website.



Scope of Services Performed by ADA Site Compliance:

- A. Technological Auditing and Reporting – WCAG Standards
- B. Accessibility Policy and Compliance Shield
- C. Technical Support – Email and Phone

Compliance Shield, Accessibility Policy and 1 Annual Technological Audit

\$210 per website (normally \$549) – Annual Pricing

Waypointe CDD

By: _____

Name: _____

Its: _____

Date: _____

ADA Site Compliance

By: *Joshua LaBadie*

Name: Joshua LaBadie

Its: Senior Compliance Advisor



WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 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 District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

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

ATTEST:

**WAYPOINTE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT “A”

WAYPOINTE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
TBD		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
January __, 2025	Regular Meeting	__:__ AM/PM
February __, 2025	Regular Meeting	__:__ AM/PM
March __, 2025	Regular Meeting	__:__ AM/PM
April __, 2025	Regular Meeting	__:__ AM/PM
May __, 2025	Regular Meeting	__:__ AM/PM
June __, 2025	Regular Meeting	__:__ AM/PM
July __, 2025	Regular Meeting	__:__ AM/PM
August __, 2025	Regular Meeting	__:__ AM/PM
September __, 2025	Regular Meeting	__:__ AM/PM

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

Waypointe Community Development District

**Financial Statements
(Unaudited)**

**Period Ending
October 31, 2024**

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

	<u>General Fund</u>	<u>Total</u>
Assets:		
Cash	\$ 1,955	\$ 1,955
Accounts Receivable	4,319	4,319
Deposits	-	-
Prepaid Items	-	-
Total Assets	<u><u>6,274</u></u>	<u><u>6,274</u></u>
 Liabilities:		
Accounts Payable	4,319	4,319
 Fund Balance:		
Nonspendable:		
Deposits & Prepaids	-	-
Restricted for:		
Debt Service	-	-
Capital Projects	-	-
Unassigned	1,955	1,955
Total Liabilities & Fund Balance	<u><u>\$ 6,274</u></u>	<u><u>\$ 6,274</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, 2024 to October 31, 2024

	FY2025				
	Adopted	Current	Actual	Variance	% of
	Budget	Month	Year-to-Date	(+ / -)	Budget
Revenue					
Special Assessments - Developer	\$ 128,155	\$ 4,319	\$ 4,319	\$ (123,836)	3.37%
Lot Closings					
Miscellaneous Income	-	-			
Total Revenue	128,155	4,319	4,319	(123,836)	3.37%
Expenditures					
Supervisor Fees	2,400	-	-	(2,400)	0.00%
District Management	20,000	1,000	1,000	(19,000)	5.00%
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	1,131	1,131	(23,870)	4.52%
Engineering	30,000	-	-	(30,000)	0.00%
Postage	500	-	-	(500)	0.00%
Printing & Binding	500	-	-	(500)	0.00%
Legal Advertising	10,000	-	-	(10,000)	0.00%
Annual Special District Fee	175	175	175	-	100.00%
General Liability & Pol Insurance	6,000	5,200	5,200	(800)	86.67%
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	7,506	7,506	(120,650)	5.86%
Excess of Revenue Over (Under) Expenditures	-	(3,186)	(3,186)		
Fund Balance - Beginning			5,142		
Fund Balance - Ending			\$ 1,955		

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

Balance per Bank Statement	\$	1,955.19
Plus: Outstanding Deposits		-
Minus: Outstanding Checks		-
Adjusted Bank Balance	<u>\$</u>	<u>1,955.19</u>

Beginning Bank Balance per Books	\$	1,955.19
Cash Receipts		7,608.75
Cash Disbursements		7,608.75
Balance per Books	<u>\$</u>	<u>1,955.19</u>

Waypointe CDD
Check Register
October 31, 2024

Date	Number	Name	Memo	Debit	Credit	Balance
9/30/2023		Balance Forward				1,955.19
10/15/2024	00024975	Kolter Group Acquisitions LLC		7,608.75		9,563.94
10/21/2024	1040	Egis Insurance Advisors	Insurance premium 10/01/24 - 10/01/25		5,200.00	4,363.94
10/21/2024	1041	Kutak Rock LLP			1,353.50	3,010.44
10/21/2024	1042	Vesta District Services			1,055.25	1,955.19
10/31/2024				7,608.75	7,608.75	1,955.19

WAYPOINTE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

1 **MINUTES OF MEETING**

2 **WAYPOINTE**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting and Budget Public Hearing of the Board of Supervisors of the Waypointe
5 Community Development District was held on Friday, August 9, 2024 at 11:05 a.m., at the Downtown
6 Executive Center of DeLand, 120 S. Woodland Blvd., DeLand, FL 32720.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. McInnes called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10 William Fife	Board Supervisor, Chairman
11 Justin Frye	Board Supervisor, Vice Chairman
12 Timothy Smith	Board Supervisor, Assistant Secretary
13 Eric Morrisette	Board Supervisor, Assistant Secretary
14 Haley Kiernan	Board Supervisor, Assistant Secretary

15 Also, present were:

16 David McInnes	District Manager, Vesta District Services
17 Logan Muether (via phone)	Senior Financial Analyst, Vesta District Services
18 Jere Earlywine (via phone)	District Counsel, Kutak Rock
19 Jarod Stubbs (via phone)	District Engineer, Kimley-Horn
20 Stephen Sanford (via phone)	Bond Counsel, Greenberg Traurig

21
22 *The following is a summary of the discussions and actions taken at the August 9, 2024 Waypointe CDD*
23 *Board of Supervisors Regular Meeting and Budget Public Hearing. Audio for this meeting is available upon*
24 *public records request by emailing PublicRecords@vestapropertyservices.com.*

25 **SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for**
26 **agenda items)**

27 There being none, the next item followed.

28 **THIRD ORDER OF BUSINESS – Consent Agenda**

- 29 A. Exhibit 1: Consideration for Approval – The Minutes of the Board of Supervisor Regular Meeting
30 Held on May 10, 2024
- 31 B. Exhibit 2: Consideration for Acceptance – The April 2024 Unaudited Financial Statements
- 32 C. Exhibit 3: Consideration for Acceptance – The May 2024 Unaudited Financial Statements
- 33 D. Exhibit 4: Consideration for Acceptance – The June 2024 Unaudited Financial Statements

34 On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board approved the
35 Consent agenda as present, for the Waypointe Community Development District.

36
37 On a MOTION by Mr. Fife, SECONDED by Mr. Morrisette, WITH ALL IN FAVOR, the Board recessed
38 the regular meeting at 11:07AM for the purpose of conducting the FY 2025 budget public hearing, for the
39 Waypointe Community Development District.

FOURTH ORDER OF BUSINESS – Public Hearing(s)

A. FY 2025 Budget Public Hearing

1. Open the Public Hearing

On a MOTION by Mr. Fife, SECONDED by Mr. Morrisette, WITH ALL IN FAVOR, the Board opened the FY 2025 budget public hearing at 11:07AM, for the Waypointe Community Development District.

2. Exhibit 5: Presentation of Publication

3. Exhibit 6: Presentation of FY 2024-2025 Budget

4. Public Comments

There being none, the next item followed.

5. Close the Public Hearing

On a MOTION by Mr. Fife, SECONDED by Mr. Morrisette, WITH ALL IN FAVOR, the Board closed the FY 2025 budget public hearing at 11:09AM, for the Waypointe Community Development District.

(The regular meeting reconvened.)

6. Exhibit 7: Consideration & Adoption of **Resolution 2024-05**, Adopting Fiscal Year 2024-2025 Budget

On a MOTION by Mr. Fife, SECONDED by Mr. Morrisette, WITH ALL IN FAVOR, the Board adopted **Resolution 2024-05**, Adopting Fiscal Year 2024-2025 Budget

Mr. Earlywine provided a brief explanation of the intended funding for the 2025 Fiscal Year.

The meeting moved to Item B. 7 – Exhibit 19 under the Fifth Order of Business – Business Matters, at this time.

FIFTH ORDER OF BUSINESS – Business Matters

A. Exhibit 8: Consideration & Adoption of **Resolution 2024-06**, Approving FY 2024-2025 Meeting Schedule

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board adopted **Resolution 2024-06**, Approving FY 2024-2025 Meeting Schedule, for the Waypointe Community Development District.

B. Consideration of Matters re: 2024 Bonds

1. Exhibit 9: Presentation of Supplemental Engineer's Report

Mr. Stubbs and Mr. Earlywine provided a brief explanation of the report. Discussion ensued.

On a MOTION by Mr. Fife, SECONDED by Mr. Frye, WITH ALL IN FAVOR, the Board accepted the Supplemental Engineer's Report, in substantial form, for the Waypointe Community Development District.

2. Exhibit 10: Presentation of Supplemental Assessment Report

Mr. Muether provided a brief explanation of the report. Discussion ensued.

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board approved the Supplemental Assessment Report, in substantial form, for the Waypointe Community Development District.

3. Exhibit 11: Consideration & Adoption of **Resolution 2024-07**, Delegated Bond Award Resolution

Mr. Sanford provided a brief explanation of the resolution.

On a MOTION by Mr. Fife, SECONDED by Mr. Frye, WITH ALL IN FAVOR, the Board adopted **Resolution 2024-07**, Delegated Bond Award Resolution, for the Waypointe Community Development District.

4. Exhibit 12: Consideration & Adoption of **Resolution 2024-08**, Delegated Assessment Resolution

On a MOTION by Mr. Fife, SECONDED by Mr. Frye, WITH ALL IN FAVOR, the Board adopted **Resolution 2024-08**, Delegated Assessment Resolution, for the Waypointe Community Development District.

5. Consideration of Issuer's Counsel Documents

- a. Exhibit 13: True-Up Agreement
- b. Exhibit 14: Completion Agreement
- c. Exhibit 15: Collateral Assignment Agreement
- d. Exhibit 16: Declaration of Consent
- e. Exhibit 17: Disclosure of Public Finance
- f. Exhibit 18: Notice of Special Assessments

On a MOTION by Mr. Frye, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board approved all of the Issuer's Counsel Documents, in substantial form, for the Waypointe Community Development District.

6. Authorization for Acquisition of Work Product & Improvements

On a MOTION by Mr. Smith, SECONDED by Mr. Fife, WITH ALL IN FAVOR, the Board approved the Acquisition of Work Product and Improvements, in amounts NTE set forth in the Engineer's Report, and with authorization for District Staff to approve forms of acquisition documents, subject to final signature from the Chairman, for the Waypointe Community Development District.

The meeting moved to the Sixth Order of Business – Staff Reports, at this time.

7. Exhibit 19: FY 2025 Developer Funding Agreement

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board approved the FY 2025 Developer Funding Agreement, in substantial form, for the Waypointe Community Development District.

The meeting moved back to Item A under the Fifth Order of Business – Business Matters, at this time.

SIXTH ORDER OF BUSINESS – Staff Reports

A. District Counsel

There being none, the next item followed.

B. District Engineer

There being none, the next item followed.

C. District Manager

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS – Supervisors’ Requests

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda *(limited to 3 minutes per individual)*

There being none, the next item followed.

NINTH 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. Frye made a motion to adjourn the meeting.

On a MOTION by Mr. Frye, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board adjourned the meeting at 11:40 a.m. for the Waypointe Community Development District.

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

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on June 19, 2023.

Signature

Printed Name

Signature

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman