

Form ADV Part 2A Appendix 1

Item 1

**Wrap Fee Program Brochure Cover Page
WPAD Wrap Program**

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This wrap fee program brochure provides information about the qualifications and business practices of Wealth Planning and Design LLC. If you have any questions about the contents of this brochure, please contact us at (941) 361-1484. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Registration does not imply a certain level of skill or training.

Additional information about Wealth Planning and Design LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 Material Changes

Wealth Planning and Design LLC (“Advisor”) has made the following material changes to its ADV Part 2A Appendix 1 (“Wrap Brochure”) since its Wrap Brochure dated March 25, 2019:

Item 4 – Joni Rametta is no longer an owner of Wealth Planning and Design LLC.

Item 9 – Other Financial Industry Activities and Affiliations: The Advisor no longer offers college planning services.

The Advisor’s Wrap Brochure may be requested by contacting Mark Clark at (941) 361-1484.

Additional information about the Advisor is also available via the SEC’s website www.adviserinfo.sec.gov. The SEC’s website provides information about any persons affiliated with Advisor who are registered, or are required to be registered, as investment advisor representatives of the Advisor.

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Item 4 Services, Fees and Compensation

Wealth Planning and Design LLC (the “Firm” or “Advisor”) is a limited liability corporation formed under Florida law and has been registered as an investment advisor since November 2015.¹ The Firm was established in April 2015. Mark R. Clark is the Firm’s Managing Member.

Advisory services include portfolio management, financial planning services, consulting services, and separately managed accounts. This Wrap Brochure provides information about the Advisor and its advisory services under its wrap program. Other investment advisory services offered by the Advisor are described in detail in the Advisor’s ADV Part 2A Brochure.

Through its wrap program, the WPAD Wrap Program, the Advisor provides ongoing investment advice and management for assets in the client’s account.

The Advisor’s services are limited to the following types of investments: equity securities, mutual funds, closed end funds, exchange traded products (“ETP”), separate account managers (third party money managers) of equities and bonds, warrants, options, debt securities, REITS, unit investment trusts, private placements, limited partnerships, structured products, alternative investments, annuities and life insurance products. Advisory services are tailored to an individual client’s needs.

Services

The Advisor provides ongoing investment advice and management of customized client portfolios on a discretionary and non-discretionary basis according to each client’s investment objective and financial situation. The Advisor’s advice is tailored to the individual needs of the client based on the client’s investment objectives. A clients may impose restrictions on investing in certain securities or groups of securities. The Advisor will conduct regular portfolio, investment, and planning reviews to help ensure a client’s financial objectives are consistent with the client’s investment portfolio. The Advisor recommends that clients establish brokerage accounts with TD Ameritrade, Inc., a FINRA-registered broker-dealer, member SIPC, to maintain custody of their assets and to effect trades for their accounts.

Fees and Compensation

The client pays the Advisor a single wrap fee or advisory fee for advisory, brokerage and trade execution services.

The advisory fee is based on the value of assets managed by the Advisor, calculated as a percentage of assets under management. This fee is compensation for advisory services and portfolio management rendered by the Advisor, as well as charges for execution and transaction services provided by the Custodian. The advisory fee is negotiable between the

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client and the Advisor and is set out in the investment advisory agreement. Fees may be negotiated on a client-by-client basis depending on the client's specific financial needs as well as the size, complexity and nature of the portfolio managed and will be set forth in the investment advisory agreement. Because the advisory fee may be negotiated, not all clients will pay the same fees. A client may pay higher or lower advisory fees depending on considerations such as the size of the client's account, the amount of time the client has maintained an account with the Advisor (or its affiliated IAR), and/or the combined market value of related portfolios. While the Advisor believes that its investment advisory fees are competitive, clients may find lower or higher fees for comparable services from other sources.

The Advisor charges accounts a maximum annual advisory fee of 2% of the value of assets under management. The amount of the investment advisory fee is set forth in the investment advisory agreement executed by the client at the time the relationship is established. The Advisor as portfolio manager retains the entire fee for investment advisory services.

Advisory fees are charged quarterly in advance as a percentage of the portfolio value on the last business day of the previous quarter or the last value provided by the custodian (if not valued quarterly). These asset-based fees are assessed on all billable assets under management, including securities, cash, and money market funds. The initial fee will be prorated based upon the number of days from the first day of management to the end of the quarter. Subsequently, investment advisory fees are charged and debited from a client's account within the first week of each quarter.

Although the client does not directly pay charges for execution and transactions, clients should be aware that included in the total advisory fee, the client pays TD Ameritrade, Inc. up to 0.15% of the advisory fee for brokerage related charges associated with the client's account.

The Advisor instructs the Custodian to debit the client's designated account(s) the amount of the advisory fee. If the client's account does not maintain a sufficient cash or money market balance to cover the advisory fee or is restricted from automatic debiting of fees, the client may deposit additional funds (subject to certain restrictions for IRA accounts and Qualified Retirement Plans) or make payment in an alternative manner acceptable to the Advisor. If such funds are not deposited, certain securities in the client's account may be liquidated in an amount sufficient to cover such debits.

A client has the right to terminate the investment advisory agreement for investment advisory services without penalty within five (5) business days after entering into an investment advisory agreement. Thereafter, the investment advisory agreement will terminate upon the Advisor's receipt of the client's written notice. The Advisor may cease providing investment advisory services upon its written notice of termination of the investment advisory agreement to the client or upon the occurrence of certain events as described in the investment advisory agreement.

If an investment advisory agreement is terminated during a quarter, the Advisor does not refund the advisory fees paid.

After the termination date, the Advisor has no responsibility to provide ongoing investment advice to the client.

Other Types of Fees and Expenses

In addition to the advisory fee, which includes the Custodian's execution and transaction costs, the Custodian may charge additional costs directly to the client. The Custodian notifies clients of these charges at account opening and makes available a list of these charges directly to the client.

Fees Charged by Third Parties

There are other fees and charges that are imposed by parties other than the Advisor (third parties) that apply to investments in WPAD Wrap Program accounts.

Mutual funds charge an investment management fee, which is in addition to the investment advisory fee a client pays to the Advisor. Some funds also assess administrative fees and 12b-1 fees. The Advisor does not receive any portion of these fees. These fees are in addition to the investment advisory fees the Advisor charges. The client does not pay these fees directly; rather, they are deducted from the mutual funds' assets and will affect the performance of the investments. These funds' advisory, administrative, and 12b-1 fees are described in the funds' prospectuses. Mutual fund share prices and execution costs differ based on share class. In certain instances, the Advisor will review the cost of a fund's share classes in conjunction with execution costs to assure that it meets its fiduciary duty to obtain best execution. The client will also pay the Advisor the advisory fee with respect to those assets.

When investing in an ETP, e.g., exchange traded fund or exchange traded note, a client will bear the ETP's proportionate share of fees and expenses as an investor in the ETP. The client does not pay these fees directly; rather they are deducted from the ETP's assets and will affect the performance of the investment.

Most of the mutual funds and ETPs available to the WPAD Wrap Program may be purchased directly. Therefore, a client could generally avoid the second layer of fees by not using the advisory services of the Advisor and by making their own decisions regarding the investment.

Important Things to Consider About Fees on a WPAD Wrap Program Account

The advisory fee is an ongoing wrap fee for investment advisory services, which includes the cost of the execution of transactions and other administrative and custodial services. The advisory fee may cost the client more than purchasing the services separately, for example, paying an advisory fee plus commissions for each transaction in the account.

Factors that bear upon the cost of the WPAD Wrap Program account in relation to the cost of the same services purchased separately include the:

- type and size of the account;
- historical and/or expected size or number of trades for the account; and
- number and range of supplementary advisory and client-related services provided to the client.

The Advisor receives compensation as a result of the client's participation in the program, which may be more than what the client would pay to another investment advisory firm.

The Advisor may make amendments to the fee schedule, including negotiated fees, at any time with at least 30 days written notice to the client.

Item 5 Account Requirements and Types of Clients

There is no minimum investment.

The Advisor generally offers advisory services to individuals, high net worth individuals, retirement accounts, charitable organizations, and corporations or other businesses.

Item 6 Portfolio Manager Selection and Evaluation

The Advisor provides the client investment advice and management in the WPAD Wrap Program account. The Advisor does not select outside portfolio managers to manage the WPAD Wrap Program.

The Advisor calculates the performance for the WPAD Wrap Program account and delivers to clients individual quarterly performance reports in addition to quarterly account statements provided by the Custodian. Performance reports and statements are intended to inform clients as to how their investments have performed over a period of time, both on an absolute basis and compared to leading investment indices. The Advisor periodically reviews the Custodian's statements for accuracy.

The Advisor offers other types of advisory programs, including portfolio management, financial planning, consulting services, and separately managed accounts. The Advisor offers portfolio management advisory services through its Portfolio Management program, which is similar to the services it provides in the WPAD Wrap Program in that the Advisor provides investment advice and portfolio management to the client. However, under the Portfolio Management program, the client pays transaction charges directly to the broker-dealer custodian rather than the Advisor. Other investment advisory services offered by the Advisor are described in detail in the Advisor's ADV Part 2A Brochure.

The Advisor has an incentive to recommend that a client use it, rather than another portfolio manager because it will retain the advisory fee, therefore, it may receive higher compensation

than if it recommended a non-affiliated portfolio manager. The Advisor manages this conflict by providing investment advisory services that are in its clients' best interests.

Investment Discretion

The Advisor provides advisory services on a discretionary and nondiscretionary basis for the purchase and sale of securities in the WPAD Wrap Program account. The client authorizes the Advisor to have discretion through the investment advisory agreement.

Clients who have entered into a discretionary investment advisory agreement with the Advisor grant the Advisor power of attorney to exercise discretion over the selection of the investments, timing of placing the trade, and amount of securities to be bought or sold. This investment authority may be subject to specified investment objectives and guidelines and/or conditions imposed by the client in writing.

Clients who do not choose a discretionary arrangement retain the responsibility for the final decision on all actions taken with respect to their portfolios and the Advisor must contact them prior to the execution of any recommended trade. This may result in a delay in executing trades, which could adversely affect the performance of a client's portfolio.

Methods of Analysis, Investment Strategies and Risk of Loss

Methods of Analysis

The Advisor uses the following methods of security analysis:

- Charting - (analysis performed using patterns to identify current trends and trend reversals to forecast the direction of prices)
- Fundamental - (analysis performed on historical and present data, with the goal of making financial forecasts)
- Technical – (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)

Investment Strategies

The Advisor uses the following investment strategies when implementing investment advice given to clients:

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)

Risk of Loss

Clients are advised and should understand that:

- Investing in securities involves risk of loss that clients should be prepared to bear.
- Asset allocation does not ensure a profit or protect against a loss.
- Past performance is not a guarantee of future results.
- Market conditions, interest rates, and other investment related risks may cause losses in their portfolio.
- Risk parameters established for their portfolio are guidelines only – the selected risk parameters may be exceeded and index comparisons may outperform their portfolio.
- Portfolio values are subject to a variety of factors, such as liquidity and volatility of the securities markets.
- There may be a higher level of risk with leveraged and inverse ETPs because, to accomplish their objectives, they may pursue a range of investment strategies through the use of swaps, futures contracts, and other derivative instruments.
- Investment risks are described in an investment's prospectus or offering documents.

Performance-Based Fees

The Advisor does not accept performance-based fees, which are fees based on a share of capital gains or appreciation of the assets of a client.

Side-By-Side Management

Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees.

The Advisor does not participate in side-by-side management.

Voting Client Securities

The Advisor does not vote proxies on behalf of client owned securities. A client maintains exclusive responsibility for: (i) directing the manner in which proxies solicited by issuers of securities they beneficially own will be voted, and (ii) making all elections relative to mergers, acquisitions, tender offers, bankruptcy proceedings or other types of events pertaining to the client's investments. Clients will receive notice of proxies directly from issuers. The Advisor does not render advice to clients with respect to proxy voting.

The Advisor does not render advice to or take any actions on behalf of clients with respect to any legal proceedings, including bankruptcies, and shareholder litigation, to which any securities or other investments held in client accounts, or the issuers thereof, become subject, and does not initiate or pursue legal proceedings, including without limitation shareholder litigation, on behalf of clients with respect to transactions, securities or other investments held in client accounts. The right to take any actions with respect to legal proceedings, including

shareholder litigation, with respect to transactions, securities or other investments held in a client account is expressly reserved to the client.

Item 7 Client Information Provided to Portfolio Managers

The Advisor obtains the client's financial information, risk tolerance and investment objectives to determine the investments in the client's WPAD Wrap Program account. The Advisor will contact the client no less than annually to review the client's WPAD Wrap Program account and determine whether there have been any changes to the client's situation. Client should contact the Advisor in the interim if they have had any changes to their situation.

Item 8 Client Contact with Portfolio Managers

No restrictions are placed on a client's ability to contact and consult with the Advisor regarding the WPAD Wrap Program.

Item 9 Additional Information

Disciplinary Information

Registered investment advisors are required to disclose specific information related to certain legal or regulatory events that may be material to choosing an advisor. The Advisor and its Covered Persons have not been the subject of any material legal or disciplinary proceedings.

Other Financial Industry Activities and Affiliations

Joni L. Rametta is a Managing Member of The Leetzow Group LLC a doing business as (DBA) name and management support company.

Mark Clark is actively engaged in a business other than providing investment advisory services. Mr. Clark is the president of MT Planning Solutions, Inc. a DBA name, management support company, and insurance agency. MT Planning Solutions, Inc. receives compensation for referring clients to Legacy Financial Advisors, Inc., an investment adviser that is not affiliated with the Advisor, MT Planning Solutions, Inc., or Mr. Clark. Any engagement a client enters into with Legacy Financial Advisors, Inc. for advisory or other services is not related to the Advisor, the services it provides, or the services Mr. Clark provides in connection with his affiliation with the Advisor. The potential for the receipt of referral compensation through this arrangement may give Mr. Clark an incentive to refer a client based on the compensation he receives rather than on the client's needs. The Adviser addresses this conflict by disclosing this potential conflict to clients to assure that their interests are considered. Further, Mr. Clark delivers a statement to clients that he refers disclosing the compensation he and his company will receive from the referral to assure that their interests are considered. Clients are under no obligation to engage any unaffiliated investment advisor that they are referred to.

Insurance Activities

The Advisor and its IARs are also insurance licensed in one or more states and may recommend the purchase of insurance products. They may receive commissions for the sale of such insurance products.

IARs may recommend clients purchase insurance products through the Advisor's affiliate insurance agency, Insurance Planning and Design LLC ("IPD"). Mr. Clark is a Managing Member of IPD, which he co-owns with an unaffiliated insurance agent. The Advisor shares office space with IPD. IPD also participates in a commission sharing arrangement with an unaffiliated insurance agency. In instances where IARs refer clients to IPD for insurance services, the IAR will share in the commissions earned from the sale of such insurance products. Any insurance commissions an IAR earns in connection with a client's purchase of insurance products are separate and in addition to any advisory fees it receives from the client for investment advisory services.

The ability to receive commissions from the sale of insurance products presents a conflict of interest, in that it gives an incentive to recommend a particular insurance product over a different insurance product or a different investment, based on the compensation received, rather than on a client's needs. The Advisor addresses these conflicts by disclosing this potential conflict to clients to assure that their interests are considered.

Client Referrals

The Advisor receives compensation for referring clients to other investment advisors. The potential for the receipt of referral compensation may give the Advisor an incentive to refer a client based on the compensation received, rather than on the client's needs. The Advisor addresses these conflicts by delivering a disclosure statement to clients disclosing its compensation for this potential conflict to clients to assure that their interests are considered. Clients are under no obligation to engage an investment advisor that they are referred to by the Advisor. Prior to referring or selecting investment advisors for clients, the Advisor assures that they are properly licensed or registered as investment advisors.

The Advisor indirectly receives compensation for referring clients to insurance agencies as set forth in "*Insurance Activities*" above.

Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

The Advisor has adopted a Code of Ethics ("Code") pursuant to industry standards. The Code is predicated upon serving the best interest of our clients. All persons covered under the Code ("Covered Persons") must at all times reflect the professional standards expected of those engaged in the investment advisory business, and shall act within the spirit and the letter of the federal, state, and local laws and regulations pertaining to investment advisors and the general conduct of business. These standards require all personnel to be judicious, accurate, objective, and reasonable in dealing with both clients and other parties so that their personal integrity is unquestionable.

The Code is certified annually with Covered Persons of the Firm. For a copy of the Code, a written request should be sent to Wealth Planning and Design LLC, Attn: Mark Clark, 6230 University Parkway, Suite 305, Sarasota, FL 34240.

On occasion, the Advisor may buy or sell securities that it recommends to clients or may recommend securities transactions in which the Advisor or its Covered Persons has some financial interest. This practice would create a conflict of interest if the transactions were structured to trade on the market causing an impact on recommendations made to the Advisor's clients. The Advisor addresses this conflict by prohibiting the execution of a personal transaction in a security for which a client has a pending buy or sell order, until such client order is executed or withdrawn.

The Chief Compliance Officer reviews Covered Persons' personal transactions quarterly. The Code requires pre-approval of personal transactions in some cases. The Advisor believes that it has adopted sufficient controls so that personal transactions are consistent with advice given to clients.

Review of Accounts

The Advisor's Chief Compliance Officer reviews client account activity no less than quarterly. The level of review is determined by the complexity of the portfolio at the discretion of the Advisor's Chief Compliance Officer. Other factors that may trigger review are changes in economic or market conditions, and individual client situations.

The custodian will deliver account statements at least quarterly that include a summary of the client's activity. In addition, written portfolio performance summaries that provide historical information regarding a client's investments are provided quarterly. Performance summaries should not be relied upon as predictive of future performance.

The custodian, broker-dealer, or other investment vendor will value the securities held in a client's portfolio. The values of some investments, such as alternative investments or private placements, are provided by the investment's manager, which may be monthly, quarterly, but not less than annually; often, these values are estimates made by the alternative investment's manager and may not be the liquidation value.

Client Referrals and Other Compensation

Any compensation that the Advisor may receive from non-clients is described in "Other Financial Industry Activities and Affiliations" and "Brokerage Practices."

The Advisor pays referral fees and enters into solicitation arrangements with third parties ("Solicitors") to offer the Advisor's advisory services or programs. The Advisor enters into referral agreements with Solicitors pursuant to Rule 206(4)-3 of the Investment Advisers Act of 1940. The Advisor will compensate the Solicitor directly if a client enters into a relationship with the Advisor. This compensation is ongoing and made up of a portion of the investment advisory

fee the Advisor charges the client, which may be up to 50% of the advisory fee. A Solicitor will provide the client with a notice disclosing the terms of the Solicitor's arrangement with the Advisor. The Advisor assures that Solicitors are properly licensed or registered in accordance with state securities laws.

The Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by the Advisor or its related persons in and of itself creates a potential conflict of interest.

Research & Other Soft Dollar Benefits

The Advisor participates in the institutional advisor program (the "Program") offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade Inc., member FINRA/SIPC ("TD Ameritrade"), an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. The Advisor receives some benefits from TD Ameritrade through its participation in the Program.

As disclosed above, the Advisor participates in TD Ameritrade's institutional customer program and recommends TD Ameritrade to clients for custody and brokerage services. There is no direct link between the Advisor's participation in the program and the investment advice it gives to its clients, although the Advisor receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving the Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to the Advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by the Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit the Advisor but may not benefit its client accounts. These products or services may assist the Advisor in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help the Advisor manage and further develop its business enterprise. The benefits received by the Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, the Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by the Advisor or its related persons in and of itself creates a potential

conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services.

Custody

The Advisor has custody of clients' funds to the extent that it has the ability to deduct fees from clients' accounts. Neither the Advisor nor its associated persons will accept delivery of a client's securities or funds in the name of the Advisor or its associated person.

The Advisor is deemed to have custody when clients authorize us via standing letters of instruction to direct funds to third-parties from their custodial accounts. In connection with standing letters of instruction a client must provide signed written instruction to the custodian to direct transfers to a third party, which the client may instruct the custodian to terminate or change at any time. The Advisor has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the client's instruction. The custodian will verify the instruction with an initial notice, provide the client with a transfer of funds notice promptly after each transfer, and an annual notice reconfirming the instruction. The Advisor and its affiliates may not accept funds in connection with standing letters of instruction, nor may funds be delivered to locations where the Advisor or its affiliates conduct business.

Executing broker-dealers, custodians, or other investment vendors provide account statements at least quarterly and confirmations. Account statements should be carefully reviewed. The Advisor urges clients to compare statements received from custodians with any reports the Advisor may provide. If there are any differences, please contact the Advisor immediately for resolution.

Financial Information

The Advisor has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to its clients nor has it been the subject of a bankruptcy proceeding.