

**AGENDA
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
FRIDAY, JANUARY 16, 2026, 9:00 AM
ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD**

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

AGENDA APPROVAL AND COMMENTS*

A. Mayor/Commissioner Comments

- a. Town Coffee Update
- b. Commissioner Comments
- c. Agenda Approval

B. Public Comment (Non-Agenda Related)

Public Comment is an opportunity for the Mayor and Town Commissioners to listen to any issue(s) of importance to you. Public Comment is offered at the beginning of our meetings, in the event attendees cannot stay in chamber for the agenda item or meeting duration. If you elect to address an item on today's agenda during opening Public Comment, we ask that you please refrain from re-addressing the item during Public Comment at the agenda item. Residents also may submit comments, at any time, to the Mayor and Commissioners into the public record: THMail@tji.martin.fl.us. (Please email Public Comment at least one business day prior to the meeting to ensure timely distribution to the Mayor and Commissioners.)

CONSENT ITEMS

1. Consent Agenda

Category A- To be reviewed and approved (as is or as edited) by the Town Commission

- a. Minutes of the December 12, 2025, Special Town Commission Meeting re. RFP Submittals
- b. Minutes of December 16, 2025, Special Town Commission Meeting RFP Shortlist Interviews
- c. Minutes of December 17, 2025, Town Commission Meeting

PRIORITY MATTERS AND PRESENTATIONS

2. Legislative Update - Ken Pruitt*

COMMISSION ACTION ITEMS

- 3. Ordinance No. 415 - Authority of Town commission regarding Development Review Board - 1st Reading

4. Ordinance No. 416 - Amending Town Code regarding Criteria for Variances - Fill - 1st Reading
5. Ordinance No. 417 - Amending Town Code regarding Criteria for Variances - IMP - 1st Reading
6. Resolution No. 949 - Approving the Town of Jupiter Island 401 (a) for Special Risk Employees
7. Comprehensive Plan Agreement Amendment

ADDITIONAL COMMISSION MATTERS

8. Development Review Board Variance Criteria Review
9. Winter Construction Discussion*

STANDING REPORTS

10. Town Manager's Report*
11. Town Attorney Report*
12. Financial Report
13. Building Department Report
14. Public Safety Department Report

OTHER ITEMS

15. Meeting Dates

January 6, 2026 – Special Town Commission Meeting re. Comprehensive Plan Survey Questions and Town Manager Transition Plan – 12pm

January 7, 2026 – Local Planning Agency Workshop re. Comprehensive Plan Review and Survey – 9am

January 14, 2026 – Vulnerability Assessment Public Outreach – 9am

January 16, 2026 – Town Commission, SMRU and Beach District Meetings – 9am

February 24, 2026 – Town Coffee with Commissioner Warner – 9am

February 25, 2026 – Town Commission Meeting – 9am

February 25, 2026 – Beach Protection – 1pm or Directly Following Town Commission Meeting

March 24, 2026 – Town Coffee with Mayor Townsend – 9am

March 24, 2026 – SMRU Board Meeting – 10am

March 25, 2026 – Town Commission Meeting – 9am

March 25, 2026 – Beach Protection District Meeting – 1pm or Directly Following Town Commission Mtg

April 21, 2026 – Town Coffee with Commissioner Taddeo – 9am

April 22, 2026 – Town Commission Meeting – 9am

April 22, 2026 – Beach Protection District Meeting – 1pm or Directly Following Town Commission

Mtg

16. Other Items*

** No advanced materials provided*

TOWN COMMISSION

Penny Townsend, Mayor
Anne Scott, Vice Mayor
Marshall Field VI, Commissioner
Patricia Warner, Commissioner
Joseph Taddeo, Commissioner

ADMINISTRATIVE STAFF

Town Manager, Robert Garlo
Town Attorney, Kyle B. Teal
Town Clerk, Kimberly Kogos

TOWN VISION

The Town of Jupiter Island is a barrier island community, between the Indian River Lagoon and the Atlantic Ocean, where the beauty of nature will always dominate the presence of man. Our vision for the future is illustrated by the traditions of the past, formed by a community of caring individuals who, with imagination and heart, have combined the island's beautiful gifts of nature with those of tradition and family. Inherent in the character of the Town are tranquility, seclusion and safety. The residents of Jupiter Island will faithfully endeavor to preserve and nurture their unique community for all future generations

STATE MANDATED STATEMENT

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Town prior to the meeting. Please contact the Town Hall, 2 Bridge Road, Hobe Sound, FL 33455, telephone (772) 545-0103.

**MINUTES
TOWN OF JUPITER ISLAND
SPECIAL TOWN COMMISSION MEETING
FRIDAY, DECEMBER 12, 2025**

TIME: Friday, December 12, 2025 – 9:00 AM
PLACE: Town Hall Island Room – 2 Bridge Rd., Hobe Sound, FL
PRESENT: Present were Mayor Penny Townsend, Vice Mayor Anne Scott, and Commissioners Marshall Field VI, Patricia Warner and Joseph Taddeo. Also present were Town Manager Robert Garlo, Town Clerk Kimberly Kogos, Town Attorney Brett Lashley and IT Director Bill Sutton.

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND COMMENTS*

Mayor Townsend called the meeting to order at 9:00 AM. Town Clerk Kogos collected completed ranking sheets from each Commissioner.

1. Mayor/Commissioner Comments*

Mayor Townsend stated the purpose of the meeting is to review, rank and vet out the firms which submitted proposals to the Town's Request for Proposal (RFP) for Professional Legal Services for the Town of Jupiter Island.

The received submittals include the following firms, alphabetically listed:

- Buchanan Ingersoll, Kyle Teal
- Davis & Associates, Keith Davis
- Haire Law Firm, Denise Haire
- Jones Foster, Brett Lashley
- Nason Yeager, John Fumero
- Sabatini Law Firm, Anthony Sabatini
- Vose Law Firm, Michael Mortell
- Weiss Serota, David Tolces

Note: Nason Yeager was administratively disqualified due to submittal inadequacies.

The Commissioners provided comments regarding the submittals and reviewed the sample interview questions while waiting for the ranking sheets to be compiled. Mayor Townsend emphasized the importance of maintaining consistent questions so that each interviewed candidate is given the same opportunity during the evaluation process.

2. Public Comment (Non-Agenda Related)*

There was no public comment.

3. RFP 2026-02 - Review and Shortlist Applicants for Legal Services

The process for reviewing and ranking the submittals was summarized. Firms are ranked using a scale of 1 to 7, with 1 representing the most preferred and 7 representing the least. The Town Commission discussed the various firms and gained consensus on a shortlist of candidates for interviews. Final rankings are as follows:

- Buchanan Ingersoll, Kyle Teal - 3
- Davis & Associates, Keith Davis - 2
- Haire Law Firm, Denise Haire - 4
- Jones Foster, Brett Lashley - 1
- Sabatini Law Firm, Anthony Sabatini - 7
- Vose Law Firm, Michael Mortell - 5
- Weiss Serota, David Tolces - 6

4. Other Items*

The Town Commission discussed and agreed on standard questions for the interviews. Town Clerk Kogos was directed to contact the shortlisted candidates and schedule interviews for December 16th.

The meeting adjourned at 9:43 AM.

Respectfully submitted,

Kimberly Kogos, Town Clerk

**MINUTES
TOWN OF JUPITER ISLAND
TOWN COMMISSION SPECIAL MEETING
TUESDAY, DECEMBER 16, 2025**

TIME: Tuesday, December 16, 2025, 12:30 PM
PLACE: Town Hall Island Room – 2 Bridge Rd., Hobe Sound, FL
PRESENT: Present were Mayor Penny Townsend, Vice Mayor Anne Scott, and Commissioners Marshall Field VI, Patricia Warner and Joseph Taddeo. Also present were Town Manager Robert Garlo, Town Clerk Kimberly Kogos, IT Director Bill Sutton and Attorney Paul Nicoletti.

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

Mayor Townsend called the meeting to order.

1. Mayor/Commissioner Comments*

Mayor Townsend stated the purpose of the meeting is to interview the shortlisted candidates for Municipal Legal Services. She reminded the Commissioners that their interview comment and ranking forms are public record and explained the process.

2. Public Comment (Non-Agenda Related)*

Public Comment is an opportunity for the Mayor and Town Commissioners to listen to any issue(s) of importance to you. Public Comment is offered at the beginning of our meetings, in the event attendees cannot stay in chamber for the agenda item or meeting duration. If you elect to address an item on today’s agenda during opening Public Comment, we ask that you please refrain from re-addressing the item during Public Comment at the agenda item. Residents also may submit comments, at any time, to the Mayor and Commissioners into the public record: THMail@tji.martin.fl.us. (Please email Public Comment at least one business day prior to the meeting to ensure timely distribution to the Mayor and Commissioners.)

3. Interview RFP 2026-02 Candidates for Legal Services*

Interviews were scheduled as follows:

- 10am - Kyle Teal of Buchanan Ingersoll & Rooney
- 11am - Keith Davis of Davis and Associates
- 12pm - Brett Lashley of Jones Foster

Standard questions were asked by each Commissioner as follows:

- Vice Mayor Scott - Describe how you view your role and responsibilities as Town Attorney for a small town that is built out, and how that is different in a quasi-judicial proceeding. Also, how do you view the use of AI?
- Commissioner Taddeo - Describe your interest in this position and what motivates you to serve in this role. In what ways do you believe you can add value to the Town, and why should the

Commission have confidence in selecting you?

- Commissioner Warner - Tell us about your experience working with special districts.
- Commissioner Field - What types of litigation have you handled for municipalities, and how do you balance risk reduction, settlement strategies, and cost control for public entities.
- Mayor Townsend - What does your communication model look like for municipal clients? Who will be our primary point of contact, and what is your expected turnaround time for legal guidance?

Each candidate opened with comments to the Commission followed by a question and answer session.

The meeting recessed briefly between interviews.

Following the interviews, the Commission recessed for lunch.

Special Counsel Paul Nicoletti joined the Commission as Interim Town Attorney for the ranking discussion at 12:40pm.

Attorney Nicoletti suggested each Commissioner provide a ranking for each firm followed by discussion.

Mayor Townsend polled the Commission. Kyle Teal, representing Buchanan Ingersoll & Rooney, received three first-choice votes. After discussion, the Commission reached unanimous consensus to engage Buchanan Ingersoll & Rooney.

MOTION: *Vice Mayor Scott/Commissioner Field moved to approve the Town Manager entering into negotiations with Buchanan Ingersoll & Rooney as Town Attorney.*

ACTION: *Motion Passed 5-0.*

4. Other Items*

Mayor Townsend adjourned the meeting at 12:49pm.

Respectfully submitted,

Kimberly Kogos, Town Clerk

**MINUTES
 TOWN OF JUPITER ISLAND
 TOWN COMMISSION MEETING
 WEDNESDAY, DECEMBER 17, 2025**

TIME: Wednesday, December 17, 2025 – 9:00 AM
PLACE: Town Hall Island Room – 2 Bridge Rd., Hobe Sound, FL
PRESENT: Present were Mayor Penny Townsend, Vice Mayor Anne Scott, and Commissioners Marshall Field VI, Patricia Warner and Joseph Taddeo. Also present were Town Manager Robert Garlo, Town Clerk Kimberly Kogos, Town Attorney Brett Lashley and IT Director Bill Sutton.

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

Mayor Townsend called the meeting to order at 9:00 AM. She read the Town Vision statement. She acknowledged the passing of Hobe Sound resident Eric Wesel and provided heartfelt comments.

AGENDA APPROVAL AND COMMENTS*

A. Mayor/Commissioner Comments

Commissioner Field acknowledged the current health condition of Past County Commissioner Harold Jenkins. He wished him well and sent well wishes to his family.

Vice Mayor Scott provided comments that the Town Commission acts as a collective body. Letters sent on behalf of the Town Commission should be clear that it is sent on behalf of everyone, be considerate of each other’s time, and be more specific with clearer communication in agenda material and agenda presentation.

a. Town Coffee Update

Commissioner Field provided an update regarding the Town Coffee meeting. A topic of discussion was emergency calls. It was noted that if a resident calls 911, Martin County receives the call while Jupiter Island Public Safety is also notified. There is no delay in response time. Resident Jay Wilson provided public comment regarding same.

b. Commissioner Comments

There were no additional Commissioner comments at this time.

c. Agenda Approval

Mayor Townsend amended the agenda by removing agenda items 4, 5, and 6 (Ordinances 415, 416 and 417).

MOTION: *Commissioner Field/Commissioner Taddeo moved to approve the agenda as amended.*

ACTION: *Motion Passed 5-0.*

B. Public Comment (Non-Agenda Related)

There was no additional public comment at this time.

CONSENT ITEMS

1. Consent Agenda

MOTION: *Commissioner Field/Commissioner Taddeo moved to approve the consent agenda as presented.*

ACTION: *Motion Passed 5-0.*

Vice Mayor Scott expressed opposition to adding staff reports to the Consent Agenda as they should be discussed on record. Mayor Townsend explained they were added to the Consent Agenda today only for time saving purposes. Going forward, they will be presented as usual.

Category A- To be reviewed and approved (as is or as edited) by the Town Commission

- a. Minutes of the November 20, 2025, Town Commission Meeting
- b. Minutes of November 24, 2025, Town Commission Special Meeting

Category B- Other Informational Materials (No Action Required)

- a. Minutes of September 11, 2025, Pension Plan Committee Meeting
- b. Minutes of September 11, 2025, Defined Contribution Plan Committee Meeting
- c. Building Department and Code Enforcement Reports
- d. Public Safety Activity Report

PRIORITY MATTERS AND PRESENTATIONS

2. Guest Speaker- Robert Sanchez, Florida Department of Transportation (FDOT) - Hobe Sound Bridge Feasibility Presentation*

Ms. Geysa Sosa of Florida Department of Transportation (FDOT) introduced herself and structural engineer, Mr. Ronald Sanchez. Mr. Sanchez provided a presentation regarding the Hobe Sound Bridge potential replacement, which has been included in Martin County Metropolitan Planning Organization's (MPO) project review. He provided background information and explained current structural conditions, noting that structural components are in good condition and the channel bottom has been stable since 2001. He explained the various options that were studied. He finished his presentation by stating that the decision at this time is not to replace the bridge.

Town Manager Garlo will revisit the Town's request for a seat on the MPO Board.

Resident Ken McBrayer asked about the lifespan of the current bridge. Mr. Sanchez explained the general life expectancy is 75 years but can be much longer if properly maintained. He noted the Hobe Sound Bridge has been well maintained and is approximately 70 years old.

COMMISSION ACTION ITEMS

3. Ordinance No. 414 - Electric Bicycles - 2nd Reading

Town Attorney Brett Lashley read Ordinance No. 414 by title.

Chief Ewing advised that proposed state legislation is being developed regarding electric bicycles, including age limits and training requirements for Class 3 e-bikes. He stated the Town's proposed Ordinance is appropriate for Jupiter Island and would not conflict with potential future state action.

MOTION: *Commissioner Taddeo/Commissioner Warner moved to approve and adopt Ordinance No. 414 regarding Electric Bicycles as presented.*

ACTION: *Motion Passed 5-0.*

4. Ordinance No. 415 - Authority of Town Commission regarding Development Review Board - 1st Reading

Agenda Item not heard.

5. Ordinance No. 416 - Amending Town Code regarding Criteria for Variances - Fill- 1st reading

Agenda Item not heard.

6. Ordinance No. 417 - Amending Town Code regarding Criteria for Variances - IMP - 1st reading

Agenda Item not heard.

7. Resolution No. 949 - Approving the Town of Jupiter Island 401 (a) for Special Risk Employees

Director Pazanski explained the agenda item and Resolution No. 949. He recommended granting the Town Manager authority to sign necessary documents.

MOTION: *Commissioner Warner/Commissioner Taddeo moved to authorize the Town Manager to approve and sign necessary documents.*

ACTION: *Motion Passed 5-0.*

8. Acceptance of Group Retirement Plan Actuarial Valuation Report

Director Pazanski explained the agenda item and summarized key highlights of the actuarial report. He noted the Pension Board recommended continuing contributions at \$475,000, rather than reducing the amount to \$285,000, based on a more conservative approach to risk and future projections.

MOTION: *Commissioner Field/Commissioner Taddeo moved to accept the Group Retirement Plan Actuarial Valuation Report.*

ACTION: *Motion Passed 5-0.*

9. RFP 2026-02 Legal Services - Bid Award

Mayor Townsend advised that interviews of the shortlisted candidates were conducted the previous day and, following deliberations, the Town Commission approved Kyle Teal of Buchanan Ingersoll & Rooney to serve as Town Attorney, effective January 1, 2026.

10. Comprehensive Plan Agreement Amendment - Kimley Horn

Director Duchock explained the proposed agreement amendment with Kimley-Horn to complete the Comprehensive Plan process, noting revisions to the original scope, including additional interim drafts, a public survey, and expanded project management due to the extended timeline. He stated the original redraft was not counted toward the original three-draft scope.

Commissioner Field recommended review of the agreement language by Town Attorney Teal before proceeding.

Mayor Townsend referred to portions of the scope of work and provided suggestions to streamline the process and costs. Discussion ensued regarding the increased costs.

MOTION: *Vice Mayor Scott/Commissioner Taddeo moved to authorize staff to renegotiate with the consultant.*

ACTION: *Motion Passed 5-0.*

Vice Mayor Scott asked staff to come back with an alternative in case negotiations are not successful.

Mayor Townsend then reviewed the timeline for the Comprehensive Plan update, noting the Local Planning Agency (LPA) meeting was scheduled for January 7, with Kimley-Horn presenting the most recent draft, followed by distribution of a resident survey. She stated the draft incorporated prior suggestions, with the exception of a newly added policy provision that required further consideration. Discussion ensued regarding timely distribution of materials.

Mayor Townsend raised concerns regarding a newly included conservation-related policy that had not previously been discussed and questioned enforceability. Discussion ensued regarding whether the provision should be retained or revised and the need for legal review. She also reviewed proposed survey questions and noted additional questions were provided on the dais.

Discussion ensued regarding resident education, survey content, and inclusion of a cover memorandum explaining the Comprehensive Plan.

The Town Commission agreed Commissioners would submit proposed survey questions by January 5, staff would consolidate the submissions, and a special Town Commission meeting would be held on January 6 to finalize the survey and cover memorandum.

11. Spending Authorizations

- a. Inspections and Permit Review Services, Diversified Building Department Management

Director Harding explained the spending authorization request.

MOTION: *Commissioner Taddeo/Commissioner Field moved to approve the spending authorization as presented.*
ACTION: *Motion Passed 5-0.*

b. Government Affairs Consulting - The P5 Group

Town Manager Garlo explained the agenda item and provided background information for consultant Ken Pruitt of the P5 Group.

Commissioner Field expressed concerns while Commissioner Taddeo expressed approval. It was noted that the Charter provides these matters fall within the Town Manager’s purview.

Town Manager Garlo explained that the current consultant had submitted 30-day notice due to personal matters, so he sought out a qualified lobbyist.

OTHER ITEMS

12. Meeting Dates

- December 12, 2025 – Town Commission Special Meeting – 9am (Ranking of RFP Bid Submittals)
- December 16, 2025 – Town Coffee with Commissioner Field – 9am
- December 16, 2025 – Town Commission Special Meeting – 10am (RFP Interviews)
- December 16, 2025 – Beach Protection – 2:30pm
- December 17, 2025 – Town Commission Meeting – 9am
- December 17, 2025 – Annual Town Staff and Board/Committee Member Appreciation Luncheon – 12pm
- January 20, 2026 – Town Coffee with Commissioner Taddeo – 9am
- January 20, 2026 – SMRU and Beach District Meeting – 10am
- January 21, 2026 – Town Commission Meeting – 9am
- February 24, 2026 – Town Coffee with Commissioner Warner – 9am
- February 24, 2026 – Beach Protection – 10am
- February 25, 2026 – Town Commission Meeting – 9am
- March 24, 2026 – Town Coffee with Mayor Townsend – 9am
- March 24, 2026 – SMRU and Beach District Meeting – 10am
- March 25, 2026 – Town Commission Meeting – 9am

The Town Commission discussed the following:

- January 6, 2026 – Town Commission Special Meeting – 12pm
- January 16, 2026 – Town Commission, Beach Protection, and SMRU Meetings – 9am
- April 21, 2026 – Town Coffee with Commissioner Taddeo – 9am
- April 21, 2026 – Beach Protection – 10am
- April 22, 2026 – Town Commission Meeting – 9am

13. Other Items*

Commissioner Warner planned to attend the Boys and Girls Club holiday gift- wrapping event scheduled for the following day.

Mayor Townsend adjourned the meeting at 11:07 AM.

Respectfully submitted,

Kimberly Kogos, Town Clerk



TOWN OF JUPITER ISLAND

CONTRACT MEMORANDUM

To: Mayor & Town Commission

From: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

RE: Agenda Item No. 3 – Ordinance No. 415

Date: 12/15/2025

Background:

During the October and November Town Commission meetings, the Commission heard and adopted Ordinance No. 413 which brought the Town's Code of Ordinances into compliance with Section 177.071, State Statute, by designating an administrative official as the party responsible for the administrative approval of plats and replats.

With the administrative official now designated through Ordinance 413, it is necessary to amend Article 1, Division 3, Section 3.03 of the Town Code to repeal the Town Commission's authority to approve subdivision applications, thereby aligning the Code with the statutory requirements.

Recommendation

Ordinance No. 415 amends the Town Code to comply with Florida Statute Section 177.071. Ordinance No. 415 is presented for 1st reading.

ORDINANCE NO. 415

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING APPENDIX A OF THE TOWN'S CODE OF ORDINANCES WHICH CONTAINS THE TOWN'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE AMENDMENT OF ARTICLE I, DIVISION 3, SECTION 3.03 REGARDING THE AUTHORITY OF THE TOWN COMMISSION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida (“Town”) has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Florida Legislature has amended Section 177.071, Florida Statutes, to require that plats and replats be subject only to administrative review and approval by a designated local government official; and

WHEREAS, the recently adopted legislation provides that a plat shall be approved provided it complies with the statutory requirements for plats in the statute; and

WHEREAS, the amended statute requires that each local government designate, by ordinance or resolution, the administrative official responsible for the administrative approval of plats and replats; and

WHEREAS, the Town has complied with the amendments to Section 177.071, Florida Statutes and has designated the Town Manager as the administrative official responsible for the administrative approval of plats and replats; and

WHEREAS, in order to conform to the amendment of Section 177.071, Florida Statutes, the Town Commission finds it necessary to amend Article 1, Division 3, Section 3.03 of the Town's Code repealing the Town Commission's authority to approve applications for subdivisions. **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AS FOLLOWS:**

Section 1: The whereas clauses are incorporated herein as the legislative findings of the Town Commission.

Section 2: Article 1, Division 3, Section 3.03, Town Commission is hereby amended to read as follows:

Sec. 3.03. Town Commission.

The Town Commission's powers and duties under these land development regulations shall be as follows:

- A. Authority. The Town Commission has the authority to:
 - 1. Review and decide:
 - ~~a. Applications for subdivision approval;~~
 - ~~a~~b. Applications for district boundary changes;
 - be. Applications for certificates of appropriateness for alterations to buildings and landmarks designated as historic by the Town;
 - ~~c~~d. Applications for text amendments to these land development regulations; ~~and~~
 - de. Applications for comprehensive plan amendments; and
 - ef. Development orders approved by the Development Review Board in accordance with the procedure established in subsection 9., below.
 - 2. Hear appeals from decisions of the Development Review Board, and/or designated administrative official(s).
 - 3. Amend the comprehensive plan.
 - 4. Amend or repeal any or all of these Land Development Regulations, including the official Zoning Map.

5. Determine whether a proposed use is of the same general character as a permitted use.

6. Exercise all other powers and carry out all other duties provided by Florida Law and these Land Development Regulations.

7. The Mayor, or his or her designee, may administer oaths and compel the attendance of witnesses.

8. The Town Commission shall have the authority to review any application or proposal for development or improvements in the PLD or CPD zoning districts. The Town Commission may apply standards set forth in division 2, section 2.02 for impact review and any goals, objectives, or policies of the Town's Comprehensive Plan it determines to be appropriate. The Town Commission shall have the authority to apply conditions to mitigate the impact of any application or proposal for development or improvements within the PLD or CPD zoning districts.

9. The Town Commission shall have the authority to review development orders of the Development Review Board upon a request made by a member of the Town Commission in accordance with the following procedures:

a. The member of the Town Commission requesting review must submit a written request to the Town Manager within ten (10) days of the date the development order was rendered. Upon the Town Manager's receipt of the request, the time for an appeal of the development order rendered shall be tolled as to appeals brought by third parties. The request shall be placed on the agenda of the next commission meeting that ensures compliance with state mandated notice requirements.

b. If three members of the Town Commission vote to consider the request, the Town Manger shall then schedule the request for consideration by the Town Commission at its next meeting. The hearing to review the request shall be conducted as a de novo, quasi-judicial hearing.

c. Following the Town Commission's hearing, then by a super majority vote of the Town Commission, the development order rendered by Development Review Board may be denied, or affirmed with amendments to the development order. If the development order rendered by the Development Review Board is denied, or affirmed with amendments, the Town Attorney shall prepare a final order reflecting the Town Commission's decision.

Section 3. Repeal of ordinances in conflict.

All other ordinances of the Town of Jupiter Island, Florida, or parts thereof which conflict with this or any part of this ordinance are hereby repealed.

Section 4. **Severability.** If any court of competent jurisdiction holds any word, part, section, paragraph or provision hereof to be unlawful or unconstitutional, such ruling or finding shall not affect the remaining portions of this ordinance, which shall remain in full force and effect.

Section 5. **Codification.** This ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Jupiter Island.

Section 6. **Effective Date.** This ordinance shall become effective immediately upon execution.

(Continued on next page)

ORDINANCE NO. 415 PASSED UPON FIRST READING THE ____ DAY OF _____, 2026.

PASSED AND ADOPTED UPON THE SECOND READING FOLLOWING PUBLIC HEARING THE ____ DAY OF _____, 2026.

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

TOWN CLERK

#7515337 v1 18270-00002



TOWN OF JUPITER ISLAND

CONTRACT MEMORANDUM

To: Mayor & Town Commission

CC: Kimberly Kogos, Town Clerk

From: Catherine Harding, Building, Planning and Zoning Director

RE: Agenda Item No. 4 and 5 – Ordinance No. 416 and 417

Date: 1/06/2026

Background:

Ordinance No. 416 and 417 are companion Ordinances.

Ordinance No. 416 authorizes up to four feet of fill to be placed on a lot. It amends Article IV, Division 3, Section 3.01 of the Land Development Standards. The previous amount authorized was three feet. Reference to the Board of Adjustment is deleted and The Development Review Board is added. It further refers to Article X, Division 5, Section 5.00 as a standard for a Hardship Variance that would be required.

Ordinance No. 417 regulates the height of a building. The height of a building is based on the average elevation at the finished grade. The amount of fill determines the finished grade. The text is the same but reference to the Development Review Board is added and the Board of Adjustment is deleted. It further refers to Article X, Division 5, Section 5.00 as a standard for a Hardship Variance that would be required.

MOTION: *Scott/Field moved to approve the spending authorization as presented.*

ACTION: *Motion passed 5-0.*

ADDITIONAL COMMISSION MATTERS

13. Ordinance No. 408 Section Discussion - Initial Measuring Point (IMP) and Fill

Director Harding explained that when Ordinance 401 was adopted, the Alternate Development Standards were merged with the LDRs. At that time, staff recommended which standards should require further approval through a hardship variance, rather than an administrative variance. "Fill" and the "Initial Measuring Point" (IMP) were among those identified. Director Harding added that if the Department of Environmental Protection (DEP) requires a higher elevation for coastal construction, the Town may need to approve it to meet that standard, as it would satisfy the criteria for a more restrictive variance.

Mayor Townsend expressed a preference toward keeping IMP and Fill as hardship variances and increasing the allowable fill amount to 4 feet from 3 feet.

Vice Mayor Scott opined that when a parcel is purchased on a barrier island, you do so at your own peril, not to create something other than what it is. Discussion ensued.

The Town Commission agreed to keep the IMP and Fill as a hardship variance.

MOTION: *Taddeo/Scott moved to keep Initial Measuring Point and Fill as hardship variances.*

ACTION: *Motion passed 5-0.*

The Town Commission agreed to increase the fill threshold to 4 feet from 3 feet.

MOTION: *Field/Taddeo moved to increase the fill threshold from 3 feet to 4 feet.*

ACTION: *Motion passed 4-1; Vice Mayor Scott dissented.*

Director Harding suggested that all three nonconformities, outlined in Article III, should require variances. She proposed that the Town Commission hold a discussion on all three items at the September meeting.

14. Devonshire Lane*

Director Duchock explained the topic, noticing that Devonshire Lane is a Town road. He stated that it services two abutting properties with no through traffic or public use; is less than 10' wide paved surface; Right of Way (ROW) width is 25'; is approximately 578' in length from Gomez Road ROW to the Intracoastal Waterway; and has an aging seawall. The seawall is beginning to fail and would cost approximately \$30,000 to repair. Staff requests direction to repair the road and seawall or abandon.

Vice Mayor Scott asked about the risk and liability to the Town. She expressed approval of abandoning. Director Duchock stated both neighbors would be amenable to accepting the abandoned road and maintenance thereof.

Town Manager Garlo explained that staff would need to bring a resolution announcing the abandonment followed by two readings of an ordinance

MOTION: *Taddeo/Scott moved to approve the abandonment of Devonshire Lane as discussed.*

ACTION: *Motion Passed 4-1; Commissioner Warner dissented.*

ORDINANCE NO. 416

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING APPENDIX A OF THE TOWN'S CODE OF ORDINANCES WHICH CONTAINS THE TOWN'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE AMENDMENT OF ARTICLE IV, DIVISION 3, SECTION 3.01 "FILL;" PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida ("Town") has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has previously created Land Development Regulations ("LDR") codified in Appendix A of the Code of Ordinances of Jupiter Island, Florida ("Code"); and

WHEREAS, this ordinance is necessary and appropriate to amend the LDR to eliminate reference to the Board of Adjustment ("BOA"), and to replace reference to the BOA with the Development Review Board; and

WHEREAS, the Town Commission has concluded that it is necessary and appropriate to clarify certain Articles of the LDR previously adopted to confirm its policy direction requiring variance applicants establish the standards set forth in Article X, Division 5, Section 5.00, to establish a legal hardship entitling the applicant to the variance relief requested; and

WHEREAS, the Town Commission has reviewed the revisions to the Town's LDR as set forth herein and finds that the adoption of this ordinance will further the public health, safety and general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AS FOLLOWS:

Section 1: The whereas clauses are incorporated herein as the legislative findings of the Town Commission.

Section 2. Article IV, Division 3, Development Standards, Sections 3.01 is hereby amended to read as follows:

Sec. 3.01. Fill.

If authorized as part of an approved site plan, up to ~~three~~ four feet of fill may be placed on a lot. The ~~board of adjustment~~ development review board may approve a variance for a greater amount of fill provided it finds that the applicant has met the standards contained in Art. IX, Division 5, Section 5.00 and if the applicant demonstrates that:

- A. The additional fill will not result in a building which is taller than the maximum height permitted on an adjacent lot; and
- B. Fill shall be placed in a manner that will not create ~~an~~ additional stormwater runoff onto an adjacent property or public right-of-way; and
- C. Fill shall be placed in a manner that will not create significant soil erosion; and
- D. The portion of the lot for where the fill is proposed to be added has not been previously filled pursuant to the approval of a special exception or the use of alternative development standards; or the elevation of said portion of the lot has decreased by more than three feet since the fill was placed; and
- E.
 - 1. The fill shall not result in a building which is more visible from adjacent property or a public right-of-way; and
 - 2. The fill is necessary to build the finished floor of the building at an elevation of 6.5 NAVD.

Section 3. Repeal of ordinances in conflict.

All other ordinances of the Town of Jupiter Island, Florida, or parts thereof which conflict with this or any part of this ordinance are hereby repealed.

Section 4. Severability.

If any court of competent jurisdiction holds any word, part, section, paragraph or provision hereof to be unlawful or unconstitutional, such ruling or finding shall not affect the remaining portions of this ordinance, which shall remain in full force and effect.

Section 5. Codification.

This ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Jupiter Island.

Section 6 Effective Date. This ordinance shall become effective immediately upon execution.

(Continued on Next Page)

ORDINANCE NO. 416 PASSED UPON FIRST READING THE ____ DAY OF _____, 2026.

PASSED AND ADOPTED UPON THE SECOND READING FOLLOWING PUBLIC HEARING THE ____ DAY OF _____, 2026.

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

TOWN CLERK

#7487329 v1 18270-00002



TOWN OF JUPITER ISLAND

CONTRACT MEMORANDUM

To: Mayor & Town Commission

CC: Kimberly Kogos, Town Clerk

From: Catherine Harding, Building, Planning and Zoning Director

RE: Agenda Item No. 4 and 5 – Ordinance No. 416 and 417

Date: 1/06/2026

Background:

Ordinance No. 416 and 417 are companion Ordinances.

Ordinance No. 416 authorizes up to four feet of fill to be placed on a lot. It amends Article IV, Division 3, Section 3.01 of the Land Development Standards. The previous amount authorized was three feet. Reference to the Board of Adjustment is deleted and The Development Review Board is added. It further refers to Article X, Division 5, Section 5.00 as a standard for a Hardship Variance that would be required.

Ordinance No. 417 regulates the height of a building. The height of a building is based on the average elevation at the finished grade. The amount of fill determines the finished grade. The text is the same but reference to the Development Review Board is added and the Board of Adjustment is deleted. It further refers to Article X, Division 5, Section 5.00 as a standard for a Hardship Variance that would be required.

MOTION: *Scott/Field moved to approve the spending authorization as presented.*

ACTION: *Motion passed 5-0.*

ADDITIONAL COMMISSION MATTERS

13. Ordinance No. 408 Section Discussion - Initial Measuring Point (IMP) and Fill

Director Harding explained that when Ordinance 401 was adopted, the Alternate Development Standards were merged with the LDRs. At that time, staff recommended which standards should require further approval through a hardship variance, rather than an administrative variance. “Fill” and the “Initial Measuring Point” (IMP) were among those identified. Director Harding added that if the Department of Environmental Protection (DEP) requires a higher elevation for coastal construction, the Town may need to approve it to meet that standard, as it would satisfy the criteria for a more restrictive variance.

Mayor Townsend expressed a preference toward keeping IMP and Fill as hardship variances and increasing the allowable fill amount to 4 feet from 3 feet.

Vice Mayor Scott opined that when a parcel is purchased on a barrier island, you do so at your own peril, not to create something other than what it is. Discussion ensued.

The Town Commission agreed to keep the IMP and Fill as a hardship variance.

MOTION: *Taddeo/Scott moved to keep Initial Measuring Point and Fill as hardship variances.*

ACTION: *Motion passed 5-0.*

The Town Commission agreed to increase the fill threshold to 4 feet from 3 feet.

MOTION: *Field/Taddeo moved to increase the fill threshold from 3 feet to 4 feet.*

ACTION: *Motion passed 4-1; Vice Mayor Scott dissented.*

Director Harding suggested that all three nonconformities, outlined in Article III, should require variances. She proposed that the Town Commission hold a discussion on all three items at the September meeting.

14. Devonshire Lane*

Director Duchock explained the topic, noticing that Devonshire Lane is a Town road. He stated that it services two abutting properties with no through traffic or public use; is less than 10' wide paved surface; Right of Way (ROW) width is 25'; is approximately 578' in length from Gomez Road ROW to the Intracoastal Waterway; and has an aging seawall. The seawall is beginning to fail and would cost approximately \$30,000 to repair. Staff requests direction to repair the road and seawall or abandon.

Vice Mayor Scott asked about the risk and liability to the Town. She expressed approval of abandoning. Director Duchock stated both neighbors would be amenable to accepting the abandoned road and maintenance thereof.

Town Manager Garlo explained that staff would need to bring a resolution announcing the abandonment followed by two readings of an ordinance

MOTION: *Taddeo/Scott moved to approve the abandonment of Devonshire Lane as discussed.*

ACTION: *Motion Passed 4-1; Commissioner Warner dissented.*

ORDINANCE NO. 417

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING APPENDIX A OF THE TOWN'S CODE OF ORDINANCES WHICH CONTAINS THE TOWN'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE AMENDMENT OF ARTICLE IV, DIVISION 2, SECTION 2.00 "BUILDING HEIGHT;" PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida ("Town") has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has previously created Land Development Regulations ("LDR") codified in Appendix A of the Code of Ordinances of Jupiter Island, Florida ("Code");

WHEREAS, this ordinance is necessary and appropriate to amend the LDR to eliminate reference to the Board of Adjustment ("BOA"), and to replace reference to the BOA with the Development Review Board; and

WHEREAS, the Town Commission has concluded that it is necessary and appropriate to clarify certain Articles of the LDR previously adopted to confirm its policy direction requiring variance applicants establish the standards set forth in Article X, Division 5, Section 5.00, to establish a legal hardship entitling the applicant to the variance relief requested; and

WHEREAS, the Town Commission has reviewed the revisions to the Town's LDR as set forth herein and finds that the adoption of this ordinance will further the public health, safety and general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AS FOLLOWS:

Section 1: The whereas clauses are incorporated herein as the legislative findings of the Town Commission.

Section 2. Article IV. Supplemental Regulations, Division 2.00, Measurements, Sec. 2.00, Building Height is hereby amended to read as follows:

Sec. 2.00. Building height.

Building height is measured as follows:

- A. The initial measuring point is the highest elevation of the following:
 1. The lower of:
 - a. The average elevation of the finished grade across the front building line prior to the placement of fill; or
 - b. The finished floor elevation; or
 2. 6.5 feet NAVD
- B. The height of exterior walls is measured from the initial measuring point to the point at which the outside wall meets the horizontal eave of the roof or the bottom of a parapet wall.
- C. The height of the building is measured from the initial measuring point to the highest point on the building, excluding chimneys, ventilators, skylights, spires, belfries, cupolas, and similar architectural features that are usually carried above the roof level and not used for human occupancy, provided that each such feature shall be erected only to such height and size as is necessary to accomplish the purpose it is to serve.
- D. ~~The board of adjustment~~ development review board may approve a variance to Article IV, section 2.00, regarding the initial measuring point for building height, provided it finds that the applicant has met the standards contained in Art. X, Division 5, Section 5.00 and where if the applicant demonstrates:

1. The new initial measuring point will not result in a building which is taller in elevation (NAVD) than the tallest building which could be constructed on a contiguous lot.
2. Will not result in a building which is more visible from adjacent properties or the public right-of-way than the existing surrounding structures.

Section 3. Repeal of ordinances in conflict.

All other ordinances of the Town of Jupiter Island, Florida, or parts thereof which conflict with this or any part of this ordinance are hereby repealed.

Section 4. Severability.

If any court of competent jurisdiction holds any word, part, section, paragraph or provision hereof to be unlawful or unconstitutional, such ruling or finding shall not affect the remaining portions of this ordinance, which shall remain in full force and effect.

Section 5. Codification.

This ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Jupiter Island.

Section 6. Effective Date.

This ordinance shall become effective immediately upon execution.

(Continued on Next Page)

**ORDINANCE NO. 417 PASSED UPON FIRST READING THE ____ DAY
OF _____, 2026.**

**PASSED AND ADOPTED UPON THE SECOND READING FOLLOWING
PUBLIC HEARING THE ____ DAY OF _____, 2026.**

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

TOWN CLERK

#7487294 v1 18270-00002



MEMORANDUM

TO: The Mayor and Town Commissioners
THRU: Robert Garlo, Town Manager
FROM: Matthew Pazanski, Finance/HR Director *MPB*
DATE: January 6, 2026
SUBJECT: Resolution No. 949 – Approving and Ratifying the Adoption of the Town of Jupiter Island 401(a) Plan for Special Risk Employees

Background

The Town maintains retirement plans for its employees. During recent collective bargaining negotiations with the Police Officers, Corporals and Sergeants, the Town Commission agreed to create a new retirement plan; Town of Jupiter Island 401(a) Plan for Special Risk Employees.

The Town Commission determined that a new plan should be created to provide for discretionary plan design options that better align with the inherent risks associated with the Town's special risk employees.

Attached is Resolution No. 949 for consideration. The primary changes from the previous retirement plan are outlined as follows:

1. Employer discretionary contribution will increase from 10% to 15%,
2. Overtime Pay is included in the definition of Compensation,
3. Normal Retirement Age (NRA) will change from age 65 to age 50, or 25 years of service.

The Adoption Agreement is attached, additional documents that will be attached to Resolution No. 949 include the related Non-Standardized Governmental 401(a) Pre-Approved Plan Document, the Qualified Domestic Relations Order Procedure, and the Loan Policy Document, which is authorized within our other plans and is proposed here to be consistent with those offerings. These documents are available for your review.

Recommendation

Staff recommends the Town Commission consider a motion to approve Resolution No. 949 Approving and Ratifying the Adoption of the Town of Jupiter Island 401(a) Plan for Special Risk Employees and authorize the Town Manager to execute the required documents or agreements as may be necessary to effectuate and implement the new plan.

RESOLUTION NO. 949

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, FLORIDA, APPROVING AND RATIFYING THE ADOPTION OF THE TOWN OF JUPITER ISLAND 401(a) PLAN FOR SPECIAL RISK EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE FOR THE PLAN.

WHEREAS, the Town Commission of the Town of Jupiter Island ("Town") has previously approved negotiated changes to the collective bargaining agreements and memorandum of understanding as it pertains to the Special Risk Employees and has determined that the Town can best provide for the retirement of its Special Risk Employees while maintaining necessary budgetary control over its costs by adopting a defined contribution program for such employees; and

WHEREAS, the Town Commission has previously approved a defined contribution program in the form of the Town of Jupiter Island 401(a) Plan and the Town of Jupiter Island Retirement Plan for SMRU Employees and its related trust as presented to the Town Commission at its meeting on October 29, 2025 ("Amended Retirement Plans"); and

WHEREAS, the Town Commission has determined that a new Town of Jupiter Island 401(a) Plan for Special Risk Employees should be created to provide for discretionary plan design options that better align with the inherent risks associated with such employees; and

WHEREAS, The Town Commission hereby authorizes the execution of the new plan and authorizes the Town Manager to execute such documents or agreements as may be necessary to effectuate and implement the new plan.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION:

Section 1. The Town adopts and approves, the Town of Jupiter Island 401(a) Plan for Special Risk Employees and its related trust (collectively referred to as the "Plan"), for the exclusive benefit of its employees who become participants in the Plan and their beneficiaries, incorporating the

substantive provisions embodied in the Non-Standardized Governmental 401(a) Pre-Approved Plan Document, the related Adoption Agreement, the Loan Policy Document and the Qualified Domestic Relations Order Procedure attached hereto as Exhibit "A."

Section 2. The Town appoints Ascensus Trust Company as trustee of the Plan with an effective date of January 1, 2026.

Section 3. The Town shall be the Plan Administrator prescribed by the terms of the Plan, and a Plan Committee (the "Plan Committee") is hereby designated in accordance with the terms of the Plan to carry out the duties of the Plan Administrator and the Plan Committee shall administer the Plan according to its provisions.

Section 4. The Town Commission shall set a target amount for the annual Non-elective Employer Contribution of the Plan to be determined by the Town Commission prior to each Plan Year. However, the set target amount for any given year shall be subject to a final funding vote occurring in the last month of the Town's fiscal year, and that in the absence of exigent circumstances, such Non-elective Employer Contribution shall be at least 15% of the aggregate Compensation (as defined in the Plan) of all Participants eligible to share in the Non-elective Employer Contribution for the Plan Year; for the initial plan year, the target contribution percentage shall not exceed 15% of aggregate Compensation of the eligible Participants; and

Section 5. The Mayor or the Town Manager are hereby authorized to execute on behalf of the Town, an Adoption Agreement for the Plan, substantially in the form attached hereto in Exhibit "A," subject to such changes as the Mayor or the Town Manager, in their discretion, may deem advisable, without further approval of the Town Commission, except as to any change deemed to constitute a substantive or material change to the provisions of the Plan. The Mayor or the Town Manager should either determine whether it to be necessary or desirable, may submit such documents and related documents to the appropriate federal agency to ensure compliance with the Internal Revenue Code.

Section 6. The Mayor and the Town Manager be, and each individually, authorized and directed from time to time to take or cause to be taken such actions and to execute or cause to be executed such documents, agreements or other instruments as shall be necessary or desirable to carry out the intent and purpose of this resolution with respect to the Plan.

DULY PASSED AND ADOPTED THIS _____ day of January, 2026.

Mayor

Vice Mayor

Town Commissioner

Town Commissioner

Town Commissioner

ATTEST:

Town Clerk
#7496735 v1 18270-00002

ADOPTION AGREEMENT FOR
NEWPORT GROUP, INC.
NON-STANDARDIZED
GOVERNMENTAL 401(a) PRE-APPROVED PLAN

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: Town of Jupiter Island

Address: 2 Bridge Road

Street

Hobe Sound Florida 33455

City

State

Zip

Telephone: 772-545-0100

Taxpayer Identification Number (TIN): 59-6011135

Employer's Fiscal Year ends: September 30th

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. [] State government or state agency
b. [] County or county agency
c. [X] Municipality or municipal agency
d. [] Indian tribal government (see Note below)

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.39). Will any other Employers adopt this Plan as Participating Employers?

- a. [X] No
b. [] Yes

MULTIPLE EMPLOYER PLAN (Plan Article XI). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. [X] No
d. [] Yes (Complete a Participation Agreement for each Participating Employer.)

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Question 9.)

4. PLAN NAME:

Town of Jupiter Island 401(a) Plan for Special Risk Employees

5. PLAN STATUS

- a. [] New Plan
b. [X] Amendment and restatement of existing Plan
CYCLE 3 RESTATEMENT (leave blank if not applicable)
1. [] This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement) Initial Effective Date of Plan (except for restatements, cannot be earlier than the first day of the current Plan Year)

- a. October 1, 2009 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

Non-Standardized Governmental 401(a)

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

b. January 22, 2026 (enter month day, year; NOTE: The restatement date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.43) means, except as otherwise provided in d. below:

- a. the calendar year
- b. the twelve-month period ending on September 30th (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c. N/A
- d. beginning on _____ (enter month day, year; e.g., July 1, 2020) and ending on _____ (enter month day, year).

8. VALUATION DATE (Plan Section 1.53) means:

- a. every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
- b. the last day of each Plan Year
- c. the last day of each Plan Year quarter
- d. other (specify day or days): _____ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- a. Employer (use Employer address and telephone number)
- b. The Committee appointed by the Employer (use Employer address and telephone number)
- c. Other:

Name: _____

Address: _____

Street

City

State

Zip

Telephone: _____

10. TYPE OF PLAN (select one)

- a. Profit Sharing Plan.
- b. Money Purchase Pension Plan.

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a. This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
 - 1. All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at g. - j. (optional), skip questions 12-18 and 22-30)
 - 2. All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

Effective date

- 3. as of _____ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CURRENT CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b. **Employer contributions other than matching** (Questions 24-25)
 - 1. This Plan qualifies as a Social Security Replacement Plan (Question 24. e. must be selected)
- c. **Employer matching contributions** (Questions 26-28)
- d. **Mandatory Employee contributions** (Question 30)
- e. **After-tax voluntary Employee contributions**
- f. **Rollover contributions** (Question 36)

PRIOR CONTRIBUTIONS

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- g. **Employer matching contributions**
- h. **Employer contributions other than matching contributions**
- i. **Rollover contributions**
- j. **After-tax voluntary Employee contributions**

ELIGIBILITY REQUIREMENTS

12. **ELIGIBLE EMPLOYEES** (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)
- a. **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).
 - b. **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
 - 1. Union Employees (as defined in Plan Section 1.17)
 - 2. Nonresident aliens (as defined in Plan Section 1.17)
 - 3. Leased Employees (Plan Section 1.29)
 - 4. Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
 - 5. Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
 - 6. Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
 - 7. Other: All employees who work at the South Martin Regional Utility (SMRU) and employees that are not identified as "Special Risk Class" within the Florida Retirement System (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)

NOTE: If option 4. - 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.

13. **CONDITIONS OF ELIGIBILITY** (Plan Section 3.1)
- a. **No age and service required.** No age and service required for all Contribution Types (skip to Question 14).
 - b. **Eligibility.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

Eligibility Requirements

- c. **Age Requirement**
 - 1. No age requirement
 - 2. Age 20 1/2
 - 3. Age 21
 - 4. Age _____ (may not exceed 26)
- d. **Service Requirement**
 - 1. No service requirement
 - 2. _____ (not to exceed 60) months of service (elapsed time)
 - 3. 1 Year of Service
 - 4. _____ (not to exceed 5) Years of Service
 - 5. _____ consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed.
 - 6. _____ consecutive months of employment.
 - 7. Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

NOTE: If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

NOTE: Year of Service means Period of Service if the elapsed time method is chosen.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e. If employed on _____ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
 - 1. service requirement (may let part-time Eligible Employees into the Plan)
 - 2. age requirement
 - 3. waiver is for: _____

Amendment or restatement to change eligibility requirements

- f. This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
 - 1. The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
 - 2. The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a. date such requirements are met
- b. first day of the month coinciding with or next following the date on which such requirements are met
- c. first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d. earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e. first day of the Plan Year coinciding with or next following the date on which such requirements are met
- f. first day of the Plan Year in which such requirements are met
- g. first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h. other: _____ (must be definitely determinable)

SERVICE

15. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.40 and 1.55)**

- a. No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b. Service with the designated employers is recognized as follows (select c. – e. and one or more of columns 1. - 3.; chose other options as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

	1.	2.	3.
Other Employer	Eligibility	Vesting	Contribution Allocation
c. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Limitations

- f. The following provisions or limitations apply with respect to the recognition of prior service: _____ (e.g., credit service with X only on/following 1/1/19)
- g. The following provisions or limitations apply with respect to the recognition of service with other employers: _____ (e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)

NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of any selections above.

16. **SERVICE CREDITING METHOD (Plan Sections 1.40 and 1.55)**

NOTE: If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.55 will apply, including the following defaults, except as otherwise elected below:

- 1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
- 2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.
- 3. For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
- 4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
- 5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.

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- a. **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
1. all purposes (skip to Question 17)
 2. the following purposes (select one or more):
 - a. eligibility to participate
 - b. vesting
 - c. allocations, distributions and contributions
- b. **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):
1. **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
 2. **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
 3. **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
 - a. all purposes
 - b. the following purposes (select one or more):
 1. eligibility to participate
 2. vesting
 3. allocations, distribution and contributions

Such method will apply to:

 - c. all Employees
 - d. Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
 - e. other: _____ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

 - f. days worked (10 hours per day)
 - g. weeks worked (45 hours per week)
 - h. semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
 - i. months worked (190 hours per month)
 - j. bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
 - k. other: _____ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).
 4. **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _____ (not to exceed 1,000) Hours of Service for:
 - a. all purposes
 - b. the following purposes (select one or more):
 1. eligibility to participate
 2. vesting
 3. allocations, distributions and contributions
- c. **Alternative for counting all prior service.** Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following purposes: (select one)
1. all purposes
 2. the following purposes (select one or more):
 - a. eligibility to participate
 - b. vesting
 - c. sharing in allocations or contributions
- d. **Other service crediting provisions:** _____ (must be definitely determinable; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service.)
- NOTE: Must not list more than 1,000 hours in this Section. This servicing credit provision will be used for:
1. All purposes
 2. The following purposes (select one or more):
 - a. eligibility to participate
 - b. vesting
 - c. allocations, distributions and contributions

VESTING

17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))
- a. N/A (no Employer contributions; skip to Question 19)
 - b. The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

Vesting for Employer contributions other than matching contributions

- c. N/A (no Employer contributions (other than matching contributions); skip to f.)
- d. 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e. The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
 - 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. Cliff: 100% vesting after 3 (not to exceed 15) years
 - 5. Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Vesting for Employer matching contributions

- f. N/A (no Employer matching contributions)
- g. The schedule above will also apply to Employer matching contributions.
- h. 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i. The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
 - 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. Cliff: 100% vesting after 3 (not to exceed 15) years
 - 5. Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

NOTE: If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

18. VESTING OPTIONS
- Excluded vesting service.** The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):
- a. Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
 - b. Service prior to the computation period in which an Employee has attained age _____.
 - c. Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total And Permanent Disability and Early/Normal Retirement. Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d. Death
- e. Total and Permanent Disability
- f. Early Retirement Date
- g. Normal Retirement Age

RETIREMENT AGES

19. **NORMAL RETIREMENT AGE ("NRA")** (Plan Section 1.33) means: 19
 This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.
- a. **Specific age.** The date a Participant attains age _____
 - b. **Age/participation.** The later of the date a Participant attains age 50 or the 25th anniversary of the first day of the Plan Year in which participation in the Plan commenced
 - c. **Other:** _____ (must be definitely determinable)

NOTE: If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

Qualified public safety employees. Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- d. Age _____ (may not be less than 50 for a Money Purchase Pension Plan or 40 for a Profit Sharing Plan)

20. **NORMAL RETIREMENT DATE** (Plan Section 1.34) means, with respect to any Participant, the:
- a. date on which the Participant attains "NRA"
 - b. first day of the month coinciding with or next following the Participant's "NRA"
 - c. first day of the month nearest the Participant's "NRA"
 - d. Anniversary Date coinciding with or next following the Participant's "NRA"
 - e. Anniversary Date nearest the Participant's "NRA"
 - f. Other: _____ (e.g., first day of the month following the Participant's "NRA").

21. **EARLY RETIREMENT DATE** (Plan Section 1.15)
- a. N/A (no early retirement provision provided)
 - b. Early Retirement Date means the:
 - 1. date on which a Participant satisfies the early retirement requirements
 - 2. first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
 - 3. Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements
 - Early retirement requirements**
 - 4. Participant attains age _____
AND, completes.... (leave blank if not applicable)
 - a. at least _____ Years (or Periods) of Service for vesting purposes
 - b. at least _____ Years (or Periods) of Service for eligibility purposes
 - c. Early Retirement Date means: _____ (must be definitely determinable)

COMPENSATION

22. **COMPENSATION** with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

Base definition

- a. Wages, tips and other compensation on Form W-2
- b. Code §3401(a) wages (wages for withholding purposes)
- c. 415 safe harbor compensation

NOTE: Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

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Determination period. Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d. the Plan Year
- e. the Fiscal Year coinciding with or ending within the Plan Year
- f. the calendar year coinciding with or ending within the Plan Year

Adjustments to Compensation (for Plan Section 1.10). Compensation will be adjusted by:

- g. **No adjustments** (skip to Question 23. below)
- h. **Adjustments.** Compensation will be adjusted by (select all that apply):
 1. excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
 2. excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
 3. excluding Compensation paid during the "determination period" while not a Participant in the Plan.
 4. excluding Military Differential Pay
 5. excluding overtime
 6. excluding bonuses
 7. other: excluding Premium Holiday Worked Pay for all contribution types (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

23. **POST-SEVERANCE COMPENSATION (415 REGULATIONS)**

415 Compensation (post-severance compensation adjustments) (select all that apply at a.; leave blank if none apply)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a. The defaults listed above apply except for the following (select one or more):
 1. Leave cash-outs will be **excluded**
 2. Nonqualified unfunded deferred compensation will be **excluded**
 3. Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
 4. Other: _____ (must be definitely determinable)

Plan Compensation (post-severance compensation adjustments)

- b. **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
- c. **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
- d. **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
 1. Exclude all post-severance compensation
 2. Regular pay will be **excluded**
 3. Leave cash-outs will be **excluded**
 4. Nonqualified unfunded deferred compensation will be **excluded**
 5. Military Differential Pay will be **included**
 6. Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
- e. Other: _____ (must be definitely determinable)

CONTRIBUTIONS AND ALLOCATIONS

24. **EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS)** (Plan Section 4.1(b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a. **Discretionary contribution (no groups).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- b. **Discretionary contribution (Grouping method).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.
 1. Each Participant constitutes a separate classification.
 2. Participants will be divided into the following classifications with the allocation methods indicated under each classification.

Definition of classifications. Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly

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defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of _____
The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)

Classification B will consist of _____
The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)

Classification C will consist of _____
The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)

Classification D will consist of _____
The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)

Additional Classifications: _____ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

NOTE: If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

Determination of applicable group. If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a. Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
- b. Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
- c. Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
- d. One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.

c. **Fixed contribution** equal to (only select one):

- 1. _____% of each Participant's Compensation for each:
 - a. Plan Year
 - b. calendar quarter
 - c. month
 - d. pay period
 - e. week
- 2. \$_____ per Participant.
- 3. \$_____ per Hour of Service worked while an Eligible Employee
 - a. up to _____ hours (leave blank if no limit)
- 4. other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) **NOTE:** Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).

d. **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

- 1. Sick leave
- 2. Vacation leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

- 3. **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
 - a. The Former Employee must be at least age _____ (e.g., 55)
 - b. The value of the sick and/or vacation leave must be at least \$_____ (e.g., \$2,000)
 - c. A contribution will only be made if the total hours is over _____ (e.g., 10) hours
 - d. A contribution will not be made for hours in excess of _____ (e.g., 40) hours

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4. **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
- a. The Employee must be at least age _____ (e.g., 55)
 - b. The value of the sick and/or vacation leave must be at least \$_____ (e.g., \$2,000)
 - c. A contribution will only be made if the total hours is over _____ (e.g., 10) hours
 - d. A contribution will not be made for hours in excess of _____ (e.g., 40) hours
- e. **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected) **AND**, only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)
- 1. Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
 - 2. Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
 - 3. Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
 - 4. Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
 - 5. Other: _____ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a. the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
- b. the Employer only
- c. both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute _____% of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25 below do not apply to the Employer contribution made pursuant to this provision.

- f. Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). **NOTE:** Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a., b., c., or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

- a. **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).

- b. **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

Conditions for Participants NOT employed on the last day of the Plan Year

- 1. A Participant must complete at least _____ (not to exceed 500) Hours of Service if the actual hours/equivalency method is selected (or at least _____ (not to exceed 3) months of service if the elapsed time method is selected).
- 2. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 3. Participants will NOT share in the allocations, regardless of service.
- 4. Participants will share in the allocations, regardless of service.
- 5. Other: as follows: Participants will NOT share in allocations unless the Participant has met the earliest Retirement Age among the Employer's retirement plans for which the Participant is eligible (must be definitely determinable and not subject to Employer discretion)

Conditions for Participants employed on the last day of the Plan Year

- 6. No service requirement.
- 7. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).

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- 8. A Participant must complete at least 1,000 Hours of Service during the Plan Year.
- 9. Other: _____ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. Death
- d. Total and Permanent Disability
- e. Termination of employment on or after Normal Retirement Age
 - 1. or Early Retirement Date

26. **EMPLOYER MATCHING CONTRIBUTIONS** (Plan Section 4.1(b)(2) and Plan Section 4.12). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:

A. **Employee contributions taken into account.** For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):

- a. Elective deferrals to a **457 plan**. Enter Plan name(s): Town of Jupiter Island Deferred Compensation Plan
- b. Elective deferrals to a **403(b) plan**. Enter Plan name(s): _____
- c. Voluntary Employee Contributions
- d. Other: _____ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)

B. **Matching Formula.** (select one)

- e. **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to _____% (e.g., 50) of the Participant's "matched Employee contributions"
 - 1. that do not exceed _____% of a Participant's Compensation (leave blank if no limit)
Additional matching contribution (choose 2. if applicable):
 - 2. plus an additional matching contribution of a discretionary percentage determined by the Employer,
 - a. but not to exceed _____% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

- f. **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____%
Next _____	_____%
Next _____	_____%
Next _____	_____%

- g. **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____%
_____	_____%
_____	_____%

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

- 1. vesting purposes
- 2. eligibility purposes

- h. **Flexible Discretionary Match.** (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1. below.

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The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1. if applicable.)

1. **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.

Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to *allocate* a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.

- i. **Discretionary - tiered.** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- j. Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula. **NOTE:** Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)

27. **MATCHING CONTRIBUTION PROVISIONS**

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:

- a. N/A (no Plan specific limit on the amount of matching contribution)
 b. \$ _____.
 c. _____% of Compensation.

- B. **Period of determination.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. Skip if the only Matching Contribution is a Flexible Discretionary Match.):

- d. the Plan Year (potential annual true-up required)
 e. each payroll period (no true-up)
 f. each month (potential monthly true-up required)
 g. each Plan Year quarter (potential quarterly true-up required)
 h. each payroll unit (e.g., hour) (no true-up)
 i. Other (specify): _____ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed

matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

28. ALLOCATION CONDITIONS (Plan Section 4.3) Select a. OR b. and all that apply of c. - h.
- a. **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).

- b. **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)
Conditions for Participants NOT employed on the last day of the Plan Year.
1. A Participant must complete more than _____ Hours of Service (or _____ months of service if the elapsed time method is selected).
 2. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 3. Participants will NOT share in the allocations, regardless of service.
 4. Participants will share in the allocations, regardless of service.
 5. Other: as follows: Participants will NOT share in allocations unless the Participant has met the earliest Retirement Age among the Employer's retirement plans for which the Participant is eligible (must be definitely determinable)

Conditions for Participants employed on the last day of the Plan Year

6. No service requirement.
7. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. A Participant must complete at least 1 Hours of Service during the Plan Year.
9. Other: _____ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. Death
- d. Total and Permanent Disability
- e. Termination of employment on or after Normal Retirement Age
 1. or Early Retirement Date

Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f. The Plan Year quarter.
- g. Payroll period.
- h. Other: _____ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. FORFEITURES (Plan Sections 1.21 and 4.3(e))

Timing of Forfeitures. Except as provided in Plan Section 1.21, a Forfeiture will occur:

- a. N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
- b. As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
- c. As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.
- d. As soon as reasonably practical after the date the Participant severs employment.

Use of Forfeitures. (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- e. added to the Employer contribution and allocated in the same manner
- f. used to reduce any Employer contribution
- g. allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- h. other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

30. MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

Type of mandatory Employee Contribution. The mandatory Employee contribution is being made in accordance with the following: (select one)

- a. The mandatory Employee contribution is a condition of employment.
- b. The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

Amount of mandatory Employee Contribution (select one)

- c. An Eligible Employee must contribute to the Plan _____% (not to exceed 25%) of Compensation.
- d. An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from _____% (not less than 1%) to _____% (not to exceed 25%) of Compensation.

Conditions of Mandatory Employee Contributions

- e. **Additional provisions and conditions:** _____ (must be definitely determinable; e.g., Only full-time Employees must make mandatory Employee contributions)

Employer pick-up contribution. The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

- f. The mandatory Employee contribution is not "picked-up" by the Employer.

DISTRIBUTIONS

31. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one):

- a. lump-sums
- b. substantially equal installments
- c. partial withdrawals, provided the minimum withdrawal is \$_____ (leave blank if no minimum)
- d. partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
 - 1. Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
 - 2. Other: _____ (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
- e. annuity: _____ (describe the form of annuity or annuities)
- f. other: _____ (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

Cash or property. Distributions may be made in:

- g. cash only, except for (select all that apply; leave blank if none apply):
 - 1. insurance Contracts
 - 2. annuity Contracts
 - 3. Participant loans
 - 4. all investments in an open brokerage window or similar arrangement
- h. cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
 - 1. _____ (must be definitely determinable and not subject to Employer discretion)

Joint and Survivor Annuity provisions. (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

- i. **Joint and Survivor Annuity applicable as normal form of distribution.** The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)
- j. **Joint and Survivor Annuity rules apply based on Participant election.** Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant.

AND, if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1. The one-year marriage rule applies.

Spousal consent requirements. Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

- k. **Required for all distributions.** A Spouse must consent to all distributions (other than required minimum distributions).

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- l. **Beneficiary designations.** A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

AND, if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).

1. The one-year marriage rule applies.

32. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. **Accounts in excess of \$5,000**

- a. Distributions may be made as soon as administratively feasible following severance of employment.
b. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
c. Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
d. Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
e. Distributions may be made as soon as administratively feasible after _____ months have elapsed following severance of employment.
f. No distributions may be made until a Participant has reached Early or Normal Retirement Date.
g. Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

B. **Accounts of \$5,000 or less**

- h. Same as above
i. Distributions may be made as soon as administratively feasible following severance of employment.
j. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
k. Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

- C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f. and 32.h.):

- l. Other: _____ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

- D. **Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

NOTE: The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.

- m. No, Participant consent is required for all distributions.
n. Yes, Participant consent is required only if the distribution is over:
1. \$5,000
2. \$1,000
3. \$_____ (less than \$1,000)

NOTE: If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

Automatic IRA rollover. With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

4. If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$ 1.00 (e.g., \$200).

- E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be included in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.

- o. Exclude rollovers (rollover contributions will be excluded in determining the \$5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

33. **DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))**

Distributions upon the death of a Participant prior to the "required beginning date" will:

- a. be made pursuant to the election of the Participant or "designated Beneficiary"
b. begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
c. be made within 5 (or if lesser _____) years of death for all Beneficiaries

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- d. be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

NOTE: The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

34. OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)

A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a. In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2. - 5. may only be selected with Profit Sharing Plans):
1. Age. The Participant has reached: (select one)
 - a. Normal Retirement Age
 - b. age 62
 - c. age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
 - d. age _____ (may not be less than age 62 for Money Purchase Pension Plans)
 2. the Participant has been a Participant in the Plan for at least _____ years (may not be less than five (5))
 3. the amounts being distributed have accumulated in the Plan for at least 2 years
 4. other: _____ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a.1. - a.3. or a Participant's disability.)

More than one condition. If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

5. A Participant must satisfy each condition

NOTE: Distributions from a Transfer Account attributable to a Money Purchase Pension Plan are not permitted prior to age 62.

Account restrictions. In-service distributions are permitted from the following Participant Accounts:

- b. all Accounts
- c. only from the following Accounts (select one or more):
1. Account attributable to Employer matching contributions
 2. Account attributable to Employer contributions other than matching contributions
 3. Rollover Account
 4. Transfer Account
- Permitted from the following assets attributable to (select one or both):
- a. non-pension assets
 - b. pension assets (e.g., from a Money Purchase Pension Plan)
5. Mandatory Employee Contribution Account
6. Other: _____ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

- d. N/A (no additional limitations)
- e. Additional limitations (select one or more):
1. The minimum amount of a distribution is \$_____.
 2. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 3. Distributions may only be made from Accounts which are fully Vested.
 4. In-service distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

B. HARDSHIP DISTRIBUTIONS (Plan Sections 6.12) (may not be selected if this is a Money Purchase Pension Plan) Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

f. Hardship distributions are permitted from the following Participant Accounts:

1. all Accounts
2. only from the following Accounts (select one or more):
 - a. Account attributable to Employer matching contributions
 - b. Account attributable to Employer contributions other than matching contributions
 - c. Rollover Account (if not available at any time under Question 36)
 - d. Transfer Account (other than amounts attributable to a money purchase pension plan)
 - e. Mandatory Employee Contribution Account
 - f. Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

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NOTE: Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a Money Purchase Pension Plan).

Additional limitations. The following limitations apply to hardship distributions:

3. N/A (no additional limitations)
4. Additional limitations (select one or more):
- a. The minimum amount of a distribution is \$_____.
 - b. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. Distributions may only be made from Accounts which are fully Vested.
 - d. A Participant does not include a Former Employee at the time of the hardship distribution.
 - e. Hardship distributions may be made subject to the following provisions: The Participant must demonstrate a financial hardship by providing any documentation the Administrator deems necessary to approve the hardship distribution (e.g. actual medical bills) (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

Beneficiary Hardship. Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

5. Hardship distributions for expenses of Beneficiaries are allowed
- Special effective date** (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)
- a. effective as of August 17, 2006
 - b. eliminated effective as of November 5, 2014.

MISCELLANEOUS

35. **LOANS TO PARTICIPANTS** (Plan Section 7.4)
- a. New loans are NOT permitted.
 - b. New loans are permitted.
- NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.
36. **ROLLOVERS** (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)
- Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):
- a. Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
 - b. Participants who are Former Employees
- Distributions.** When may distributions be made from a Participant's Rollover Account?
- c. At any time
 - d. Only when the Participant is otherwise entitled to any distribution under the Plan
37. **HEART ACT** (Plan Section 4.11) (select one or more)
- a. **HEART ACT Continued benefit accruals.** Continued benefit accruals will apply
 - b. **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.

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Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(l)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as Newport Group, Inc. Non-Standardized Governmental 401(a) Pre-Approved Plan #03-001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages. (*Note: The Effective Date may be retroactive or may be prospective.*)

The Provider, Newport Group, Inc. will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and Newport Group, Inc. no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Provider Name: Plan Document Department, Newport Group, Inc.

Address: 35 Iron Point Circle, Suite 300

Folsom California 95630-8589

Telephone Number: (916) 605-4015

Email address (optional): _____

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: Town of Jupiter Island

By: _____

DATE SIGNED

**APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

A. Special effective dates (leave blank if not applicable):

- a. **Special effective date(s):** _____ For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance))

B. Other permitted elections (the following elections are optional):

- a. **No other permitted elections**

The following elections apply (select one or more):

- b. **Deemed 125 compensation** (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. **Break-in-Service Rules.** The following Break-in-Service rules apply to the Plan. (select 1. or 2.)
1. **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(e)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
 - a. eligibility purposes
 - b. vesting purposes
 2. **Break-in-Service rules for rehired Employees.** The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both)
 - a. all Break-in-Service rules set forth in such Sections.
 - b. only the following: _____ (specify which provisions apply to the Plan)
- d. **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: surviving spouse, then surviving children in equal shares and then the Participant's estate (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e. **Joint and Survivor Annuity/Pre-Retirement Survivor Annuity.** If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.)
1. **Normal form of annuity.** Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one)
 - a. joint and 100% survivor annuity
 - b. joint and 75% survivor annuity
 - c. joint and 66 2/3% survivor annuity
 2. **Pre-Retirement Survivor Annuity.** The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one)
 - a. 100% of a Participant's interest in the Plan.
 - b. _____% (may not be less than 50%) of a Participant's interest in the Plan.
- f. **Limitation Year** (Plan Section 1.30). The Limitation Year for Code §415 purposes will be _____ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g. **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1. Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": _____
- h. **Recognition of Service with other employers** (Plan Sections 1.40 and 1.55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

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	Eligibility	Vesting	Contribution Allocation
1. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
3. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
4. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
5. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
6. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

Limitations

7. The following provisions or limitations apply with respect to the recognition of prior service: _____ (e.g., credit service with X only on/following 1/1/19)
- a. b. c.
- i. **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):
1. **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: _____ (must be definitely determinable and satisfy the parameters set forth at Question 17)
2. **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d.):
- Applicable Participants.** The vesting schedules in Question 17 only apply to:
- a. Participants who are Employees as of _____ (enter date).
- b. Participants in the Plan who have an Hour of Service on or after _____ (enter date).
- c. Participants (even if not an Employee) in the Plan on or after _____ (enter date).
- d. Other: _____ (e.g., Participants in division A. Must be definitely determinable.)
- j. **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))
- NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.
- The "required beginning date" for a Participant is:
1. April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
2. April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
- a. A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of _____ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
1. N/A (annuity distributions are not permitted)
2. Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
3. Upon the recommencement of distributions, a new Annuity Starting Date is created.
- b. A Participant who had not begun receiving required minimum distributions as of _____ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
1. The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.
- k. **Other spousal provisions** (select one or more)
1. **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: _____

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2. **Automatic revocation of spousal designation** (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
3. **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
- l. **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: _____
- m. **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: the same as the definition in the Employer's Disability Insurance Plan (must be definitely determinable).
- n. **Inclusion of Reclassified Employees** (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): _____
- o. **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
1. The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
2. The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: _____
(specify which provisions apply and/or modified)
- p. **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)
In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)
- Limitations.** The following limitations apply to these in-service distributions:
1. The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
2. N/A (no limitations)
3. The following elections apply to in-service distributions at age 62 (select one or more):
- a. The minimum amount of a distribution is \$_____ (may not exceed \$1,000).
- b. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
- c. Distributions may only be made from Accounts which are fully Vested.
- d. In-service distributions may be made subject to the following provisions: _____ (must be definitely determinable and not subject to discretion).
- q. **QLACs.** (Plan Section 6.8(e)(4)) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

A. **Loan Limitations.** (complete only if loans to Participants are permitted; leave blank if none apply)

- a. Limitations (select one or more):
 - 1. Loans will be treated as Participant directed investments.
 - 2. Loans will only be made for hardship or financial necessity as specified below (select a. or b.)
 - a. hardship reasons specified in Plan Section 6.12
 - b. financial necessity (as defined in the loan program).
 - 3. The minimum loan will be \$ 5,000.
 - 4. A Participant may only have one (1) (e.g., one (1)) loan(s) outstanding at any time.
 - 5. All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
 - 6. The home loan term will be no more than 15 years. (if not selected, the Administrator establishes the term for repayment of a home loan)
 - 7. **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
 - a. Account(s) attributable to Employer matching contributions
 - b. Account attributable to Employer contributions other than matching contributions
 - c. Rollover Account
 - d. Transfer Account
 - e. Other: _____

AND, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:

- f. by determining the limits by only considering the restricted accounts.
- g. by determining the limits taking into account a Participant's entire interest in the Plan.

Additional Loan Provisions (select all that apply; leave blank if none apply)

- b. **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
 - 1. payroll deduction
 - 2. ACH (Automated Clearing House)
 - 3. check
 - a. Only for prepayment
- c. **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
 - 1. 0 percentage points over the prime interest rate
 - 2. _____%
 - 3. the Administrator establishes the rate at the time the loan is made
- d. **Refinancing.** Loan refinancing is allowed.

B. **Life Insurance.** (Plan Section 7.3)

- a. Life insurance may not be purchased.
- b. Life insurance may be purchased...
 - 1. at the option of the Administrator
 - 2. at the option of the Participant

Limitations

- 3. N/A (no limitations)
- 4. The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
 - a. Each initial Contract will have a minimum face amount of \$ _____.
 - b. Each additional Contract will have a minimum face amount of \$ _____.
 - c. The Participant has completed _____ Years (or Periods) of Service.
 - d. The Participant has completed _____ Years (or Periods) of Service while a Participant in the Plan.
 - e. The Participant is under age _____ on the Contract issue date.
 - f. The maximum amount of all Contracts on behalf of a Participant may not exceed \$ _____.
 - g. The maximum face amount of any life insurance Contract will be \$ _____.

C. **Plan Expenses.** Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a. No
- b. Yes

Use of Forfeitures

Forfeitures of Employer contributions other than matching contributions will be:

- c. added to the Employer contribution and allocated in the same manner
- d. used to reduce any Employer contribution
- e. allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- f. other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

Forfeitures of Employer matching contributions will be:

- g. N/A. Same as above or no Employer matching contributions.
- h. used to reduce the Employer matching contribution.
- i. used to reduce any Employer contribution.
- j. other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

D. Directed investments

- a. Participant directed investments are NOT permitted.
- b. Participant directed investments are permitted from the following Participant Accounts:
 - 1. all Accounts
 - 2. only from the following Accounts (select one or more):
 - a. Account attributable to Employer contributions
 - b. Rollover Account
 - c. Transfer Account
 - d. Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

E. Rollover Limitations. Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?

- a. No, Administrator determines in operation which sources will be accepted.
- b. Yes

Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more)

- 1. **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
 - a. a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
 - b. a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
 - c. a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
 - d. a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
 - e. a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
 - f. a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
 - g. a plan described in Code §457(b) (eligible deferred compensation plan)

Direct Rollovers of Participant Loan. The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- h. The Plan will accept a direct rollover of a Participant loan
- i. The Plan will only accept a direct rollover of a Participant loan only in the following situation(s): _____ (e.g., only from Participants who were employees of an acquired organization).

- 2. **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):

- a. a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
- b. a plan described in Code §403(a) (an annuity plan)
- c. a plan described in Code §403(b) (a tax-sheltered annuity)
- d. a governmental plan described in Code §457(b) (eligible deferred compensation plan)

- 3. **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

F. Trustee(s) or Insurer(s). Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement)

(Note: Select a. if not using provided trust. MUST select b and following questions as applicable):

- a. Do not produce the trust agreement
- b. Complete the following UNLESS not selecting supporting forms:

Trustee/Insurer (select a. OR one or more of d. - e.)

c. **Insurer.** This Plan is funded exclusively with Contracts (select one or more of 1. - 4)

Name of Insurer(s)

- 1. _____
- 2. _____
- 3. Use Employer address/telephone number/email
- 4. Use following address/telephone number/email
 - a. Street: _____
 - b. City: _____
 - c. State: _____
 - d. Zip: _____
 - e. Telephone: _____
 - f. Email: _____

d. Individual Trustee(s)

e. Corporate Trustee

Name of Trust

f. Specify name of Trust (required for FIS trust): _____

Individual Trustees (if d. selected above, complete g. – j.)

Directed/Discretionary Trustees. The individual Trustee(s) executing this Adoption Agreement are (select g. or h.)

g. Select for each individual Trustee (skip to next question)

h. The following selections apply to all individual Trustee(s) (select 1. - 4. as applicable)

- 1. A discretionary Trustee over all plan assets (may not be selected with 2. - 4.)
- 2. A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.)
- 3. The individual Trustee(s) will serve as a discretionary Trustee over the following assets: _____
(may not be selected with 1. or 2.)
- 4. The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets:
_____ (may not be selected with 1. or 2.)

Individual Trustee(s) (complete if d. selected above)

i. Individual Trustee(s) are (select one or more of a. - j.; enter address at j. below)

a. **Name** _____

Title/Email:

- 1. Title _____
- 2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

- 3. Discretionary Trustee over all plan assets (may not be selected with 4. – 6.)
- 4. A discretionary Trustee over the following plan assets: _____ (may not be select with 3. or 5.)
- 5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

b. **Name** _____

Title/Email:

- 1. Title _____
- 2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

- 3. Discretionary Trustee over all plan assets (may not be selected with 4. – 6.)
- 4. A discretionary Trustee over the following plan assets: _____ (may not be select with 3. or 5.)
- 5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

c. **Name** _____

Title/Email:

- 1. Title _____
- 2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

- 3. Discretionary Trustee over all plan assets (may not be selected with 4. – 6.)
- 4. A discretionary Trustee over the following plan assets: _____ (may not be select with 3. or 5.)
- 5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

d. **Name** _____

Title/Email:

- 1. Title _____

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2. Email _____ (optional)
Trustee is: (complete if g. selected above; select 3. – 6. as applicable)
3. Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)
- e. **Name** _____
Title/Email:
1. Title _____
2. Email _____ (optional)
Trustee is: (complete if g. selected above; select 3. – 6. as applicable)
3. Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)
- f. **Name** _____
Title/Email:
1. Title _____
2. Email _____ (optional)
Trustee is: (complete if g. selected above; select 3. – 6. as applicable)
3. Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)
- g. **Name** _____
Title/Email:
1. Title _____
2. Email _____ (optional)
Trustee is: (complete if g. selected above; select 3. – 6. as applicable)
3. Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)
- h. **Name** _____
Title/Email:
1. Title _____
2. Email _____ (optional)
Trustee is: (complete if g. selected above; select 3. – 6. as applicable)
3. Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)
- i. **Name** _____
Title/Email:
1. Title _____
2. Email _____ (optional)
Trustee is: (complete if g. selected above; select 3. – 6. as applicable)
3. Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)
- j. **Name** _____
Title/Email:
1. Title _____
2. Email _____ (optional)
Trustee is: (complete if g. selected above; select 3. – 6. as applicable)
3. Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)

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5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

j. **Individual Trustee Address** (complete if d. selected above)

1. Use Employer address/telephone number/email
2. Use following address/telephone number/email
a. Street: _____
b. City: _____
c. State: _____
d. Zip: _____
e. Telephone: _____
f. Email: _____

Corporate Trustee Name/Type/Address (complete if e. selected above)

k. Name Newport Trust Company c/o Newport Group, Inc.

Address/telephone number/email

1. Use Employer address/telephone number/email
2. Use following address/telephone number/email
a. Street: 45 South 7th Street, Suite 2208
b. City: Minneapolis
c. State: Minnesota
d. Zip: 55402-1614
e. Telephone: 866-499-7782
f. Email: _____

Directed/Discretionary. The Corporate Trustee is (select 3. - 6. as applicable)

3. A discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
4. A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3., 5. or 6.)
5. A discretionary Trustee over the following plan assets over the following assets: _____ (may not be selected with 3. - 4.)
6. A nondiscretionary (directed) Trustee over the following plan assets _____ (may not be selected with 3. - 4.)

Signee (optional):

7. Name of person signing on behalf of the corporate Trustee _____
8. Email address of person signing on behalf of the corporate Trustee _____

Special Trustee for collection of contributions. The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions (*optional*)

l. **Name** _____

Title:

1. _____

Address/telephone number/email

2. Use Employer address/telephone number/email
3. Use following address/telephone number/email
a. Street: _____
b. City: _____
c. State: _____
d. Zip: _____
e. Telephone: _____
f. Email: _____

Custodian(s) Name/Address . The Custodian(s) are (*optional*)

m. **Name(s)** _____

Address/telephone number/email

1. Use Employer address/telephone number/email
2. Use following address/telephone number/email
a. Street: _____
b. City: _____
c. State: _____
d. Zip: _____
e. Telephone: _____
f. Email: _____

Investment in common, collective or pooled trust funds. The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of the following trust funds: (*optional*)

n. _____ (Specify the names of one or more trust funds in which the Plan can invest)

Choice of law

- o. This trust will be governed by the laws of the state of:
 - 1. State in which the Employer's principal office is located
 - 2. State in which the corporate trustee or insurer is located
 - 3. Other _____

NEWPORT GROUP, INC. NON-STANDARDIZED GOVERNMENTAL 401(A) MODIFICATIONS
TOWN OF JUPITER ISLAND 401(A) PLAN FOR SPECIAL RISK EMPLOYEES

The enclosed Plan is being submitted for expedited review as a Non-Standardized Plan.

No modifications from the approved specimen plan have been made to this Plan.



TOWN OF JUPITER ISLAND

MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

From: John Duchock, Asst. Town Manager

RE: Agenda Item No. 7 – Comprehensive Plan Agreement Amendment

Date: 1/12/2026

Background:

Kimley-Horn has provided an updated timeline for the completion of the Comprehensive Plan update process. As currently planned, the scope of services must be expanded to include a community survey, as well as additional meetings and presentations to the Commission. The original agreement provided for three drafts of the comp plan document. The expanded input from the LPA workshop, the survey, and interim Town Commission meetings will require one additional interim draft document (*Draft # 3 below*) to capture the extra input and feedback, prior to presenting in final format and transmitting to the State.

The current schedule of meetings and milestones is as follows:

Task	Date	Notes
LPA Workshop <i>Draft#2</i>	January 7, 2026 COMPLETE	Presentation of the draft plan to LPA.
Community Survey (start)	January 8, 2026 COMPLETE	Online survey is opened with invitations/notices sent to residents.
Commission Meeting <i>Draft#2</i>	January 16, 2026	Presentation of LPA workshop takeaways and ongoing survey discussion.
Community Survey (end)	February 8, 2026	Online survey is closed.
Commission Meeting	February 25, 2026	Presentation of LPA workshop and survey. Commission direction on preparation of <i>Draft#3</i> for LPA transmittal hearing.
Commission Meeting	March 25, 2026	Review and approval of <i>Draft#3</i> with direction to conduct LPA transmittal hearing.

LPA Transmittal Hearing	March/April 2026	Present <i>Draft#3</i> to LPA for recommendation to the Commission.
Commission Meeting	April 22, 2026	Presentation of LPA recommendation to Commission. Commission direction to develop ordinance to transmit Comp Plan to the State.
Commission Transmittal	May 2026	First Public Hearing to transmit the Comp Plan to the State (first reading of an ordinance).
Final State mandated plan changes	July 2026 (60-day typical)	State acceptance or comments on required changes. <i>Draft#4</i> prepared in response to State required changes.
Final Adoption <i>Draft#4</i>	TBD	Second Public Hearing to transmit final Comp Plan to the State (second reading of an ordinance).

Based on acceptance of the expanded scope of work and proposed schedule above, Kimley-Horn has prepared the attached amendment to the scope of services agreement. The costs for additional services covered under the amended agreement are as follows:

Task Number & Name		Fee	Type
14	2026 One (1) Community Survey	\$8,000	Lump Sum
15	2026 One (1) Additional Draft of the Comprehensive Plan	\$13,500	Lump Sum
Total Lump Sum		\$21,500	Lump Sum
Additional Services if Required		Estimate of fees	
16	2026 Town Commission Meetings	\$4,000/Meeting \$2,000/Memo \$1,500/PowerPoint	Hourly
17	2026 Client meetings and project management	\$6,000	Hourly

Recommendation:

Town staff recommends approval of the proposed schedule, and authorization to amend the existing agreement to include the additional services as proposed by Kimley-Horn.

Alternatives to Recommended Action:

Should the Commission not approve the amended agreement with Kimley-Horn, the following alternatives may be considered:

1. The Commission may direct Kimley-Horn to complete the original contract work preparing a final draft of the Comprehensive Plan reflecting only the Evaluation and Appraisal Report (EAR) based amendments required by statutes. The EAR-based plan may be reviewed by the Local Planning Agency (LPA) and then transmitted to the State.
2. The Commission may direct staff to submit a request to the State for an extension to transmit the Comprehensive Plan and also request that staff prepare a new solicitation to engage a third-party consultant to conduct additional services related to further revisions to the Comprehensive Plan.
3. The Commission may direct staff to submit a request to the State for an extension to transmit the Comprehensive Plan and also request that staff coordinate further revisions to the Comprehensive Plan through the LPA and/or through the formation of a Town resident focus group.

AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 01 dated November 21, 2025 to the agreement between the Town of Jupiter Island ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated October 3, 2024 ("the Agreement") concerning the Jupiter Island Comprehensive Plan (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Project Understanding:

On September 16, 2025, at the Town Commission meeting Kimley-Horn was asked to provide additional services for the comprehensive plan update project to supplement overall public engagement, including a new online survey, additional Town Council and Local Planning Agency meetings, and additional revisions to the comprehensive plan document to address comments raised during these engagement events. The original schedule, which was presented at the project kickoff meeting and to the Town Commission, outlined a 12-month timeline with plan adoption anticipated for November 2025. However, the revised schedule now projects adoption of the comprehensive plan in the fall of 2026.

The tables below present the tasks specified in the original contract, their corresponding fees, the percentage of completion for each task, and, for any tasks not completed, an explanation of the intended use of those funds.

Task Number	Description	Fee	Percent Complete	Earned	Notes
1	Project Kickoff and Project Management (12 months)	\$7,392	100%	\$7,392	Completed during first 12 months
2	Monthly Project Status Calls (12 months)	\$5,420	100%	\$5,420	Completed during first 12 months
3	Leadership Interviews	\$6,466	100%	\$6,466	Completed 12/2024
4	Statutory Compliance	\$6,683	100%	\$6,683	Completed 12/2024
5	Data Inventory and Analysis	\$22,666	100%	\$22,666	Completed 2/2025
6	Map Series	\$4,281	100%	\$4,281	Completed 2/2025
7	EAR Spreadsheet	\$11,648	100%	\$11,648	Completed 12/2024
8	Citizens Workshop	\$16,539	100%	\$16,539	Completed 1/2025
9	Policy Drafting (2 Plan Drafts)	\$20,582	100%	\$20,582	Original draft (10/2025) removed Draft 1 Completed 11/2025 Draft 2 Completed 12/2025
10	Focus Group	\$5,243	0%	0%	Task will not be utilized. Task will be closed.
11	Joint Public Workshop	\$18,057	100%	0%	To be utilized for LPA workshop on 1/7/2026
12	Transmittal, Final Comp Plan & Adoption (Draft5)	\$28,315	0%	0%	Future tasks to be completed in 2026
13	Consistency Review	\$17,647	0%	0%	Future task to be completed in 2026
Original Contract Total		\$170,939	59%	\$101,677	
Amended Contract Total (Pre-Additional Services)		\$165,696	61%	\$101,677	

Consultant will perform the following services:

Task 14: Community Survey

Kimley-Horn will prepare one (1) online survey with up to 10 questions regarding the comprehensive plan. The Client will deliver the survey questions to Kimley-Horn to include in the online survey.

It will be the Town's responsibility to share the survey information via their social media platforms and through normally distributed publications to Town residents (i.e. email or flyers). The survey will be hosted on an external website and be open for up to four (4) weeks.

Once the survey is closed, Kimley-Horn will analyze the results and provide one (1) written summary memo to the Client. The raw data will be provided as an appendix to the memo.

Task 15: 2026 Additional Comprehensive Plan Drafts

Kimley-Horn will provide one (1) additional draft of the goals, policies, and objectives for the Town Comprehensive Plan to the Client. This interim draft will be used to address revisions to the policy text, ensuring alignment with the intentions of the Town Commission. The draft will incorporate one (1) set of conformed and consolidated comments submitted by the Client to Kimley-Horn. The Client shall deliver these comments at least two weeks prior to finalization of the draft. Kimley-Horn will provide the draft to the Client at least 10 days before the Land Planning Agency transmittal hearing.

Additional services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following

Task 16: 2026 Additional Town Commission Meeting Attendance

A Kimley-Horn Senior Professional will attend the Town Commission meetings, if requested, to provide updates on the Comprehensive Plan Update. These meetings may be attended in person or virtually, at the discretion of the Client, with at least one week's notice if the meeting attendance is to be in person.

Kimley-Horn will also prepare a PowerPoint presentation under this task for each meeting, if requested. The presentation will be provided to the Client for review prior to the scheduled meeting for comment. Consolidated and conformed comments will be addressed on each of the PowerPoints and the updated presentation will be sent to the Client at least one (1) day prior to each meeting. The Client shall provide the required public notice for all meetings.

Kimley-Horn will prepare a summary memo for each Town Commission meeting under this task, if requested. The memo will provide a concise summary of activities and tasks completed prior to the meeting date. It will be delivered to the Client for review before the scheduled meeting, and any consolidated and conformed comments from the Client will be incorporated. The final memo will be returned to the Client at least five (5) days before the meeting.

Additionally, post-meeting memos that document input and discussion from the meeting may be provided, if requested. These memos will be delivered to the Client within ten (10) days after the meeting.

Task 17: Project Management and Project Status Calls

Kimley-Horn will participate in additional virtual meetings with the Client to review the project's progress and status and to revisit each of the project tasks, if requested. The Kimley-Horn project

director or deputy project director shall attend the conference calls. The purpose of the project status calls is to review deliverables and Client comments associated with the deliverables. Kimley-Horn will also continue to provide email updates to the Client on a bi-weekly basis and manage the project.

Consultant and Client agree to the following general schedule in connection with the services set forth above:

We will provide our services as expeditiously as practicable for delivery of the scope of work referenced herein and under the assumption of reasonable requests and timely responses by the Client. We are ready to commence work upon notice to proceed and return this agreement herein as ratified.

For the services set forth above, Client shall pay Consultant the following compensation:

Kimley-Horn will perform the services in Tasks 14-15 for the total lump sum fee below. Kimley-Horn will perform the Services in Tasks 16 - 17 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to Kimley-Horn's then-current rates if requested. Fee estimates in this Agreement are for general budgeting purposes only. Actual fees may be less or more than the estimates.

Task Number & Name		Fee	Type
14	2026 One (1) Community Survey	\$8,000	Lump Sum
15	2026 One (1) Additional Draft of the Comprehensive Plan	\$13,500	Lump Sum
Total Lump Sum		\$21,500	Lump Sum
Additional Services if Required		Estimate of fees	
16	2026 Town Commission Meetings	\$4,000/Meeting \$2,000/Memo \$1,500/PowerPoint	Hourly
17	2026 Client meetings and project management	\$6,000	Hourly

CLIENT:

TOWN OF JUPITER ISLAND

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.



By: Shawn Kalbli

Title: Associate

Date: 1.8.26

Buchanan

**To: Catherine Harding, Building Official
Judy Holden, Chair, Development Review Board**

From: Kyle B. Teal, Esq.

Re: Variance Standards

Date: January 6, 2026

I. Introduction

The purpose of the memorandum is to provide guidance on the legally supported criteria to consider when evaluating an application for variances and to offer for discussion a working draft of an alternative to the current Land Development Regulation (“LDR”) that governs the Town’s process.

Currently, Article X, Division 5 of the Town’s LDRs provide the following criteria for the approval of a variance:

Sec. 5.00 Standards for approval of variance.

Except as provided in article V, section 5.09 (variances related to subdivision standards), the board may grant a variance from the terms of these land development regulations if the development review board finds that the applicant has demonstrated that:

- A. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district; and
- B. The special conditions and circumstances do not result from the actions of the applicant; and
- C. The variance requested will not confer on the applicant any special privilege that is denied by these land development regulations to other lands, buildings or structures in the same zoning district; and
- D. Literal interpretation of the provisions of these land development regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of these land development regulations and would work unnecessary and undue hardship on the applicant; and

- E. The variance is the minimum variance that will make possible the reasonable use of the land, building or structure; and
- F. The variance will be in harmony with the general intent and purpose of these land development regulations, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare; and
- G. The variance does not authorize the use of land that is prohibited in the underlying zoning district

Article X, Division 5 of the Town’s Land Development Regulations also provides factors *to be excluded* from consideration when reviewing an application for a variance:

Sec. 5.01. - Factors to be excluded from consideration.

The following shall not be considered by the development review board in its evaluation of an application for a variance:

- A. Any nonconforming use or structures in any zoning district; and
- B. Any permitted use of lands, structures or buildings in other zoning districts.

By providing an overview of the commonly used criteria, with pertinent case law supporting their use, this memorandum aims to provide concise guidance on the essential variance factors and to offer up potential revisions to the Town of Jupiter’s variance LDRs, along with factors to be excluded from consideration.

II. Memorandum

Courts have long followed well established Florida law that a variance cannot be granted for self-created “hardships.” This requirement is codified in most city and county codes in Florida. Florida courts are very strict in their review of the hardship evidence required to obtain a variance. Generally, a variance is authorized if due to circumstances unique to the applicant’s property itself and not shared by other property in the area, cause an undue and unnecessary hardship if held to the strict letter of the property’s designated zoning code.

A variance is sometimes mistakenly considered as a convenient tool for allowing a more intense use than would otherwise be allowed. As such, it needs to be distinguished from a special exception or conditional use. A “special exception” or conditional use is specifically authorized in that zone, but will be allowed only if specific, listed criteria for that special exception or conditional use are met. A variance is specifically prohibited in that zone, but will generally be allowed only if necessary to prevent a “taking,” i.e., if no authorized use is reasonably possible in its place.

Boards of adjustment have sometimes been unclear on this distinction, granting variances as a convenient method of avoiding the zoning and land development regulations. The criteria for obtaining variances are theoretically very strict and proving the grounds for overturning¹ illegal variances is relatively easy if the record is devoid of substantial, competent evidence of the applicant suffering a hardship requiring a deviation from the code.

Significantly, an applicant's variance request must be reviewed on its own merits, rather than on the basis of previously approved variances in the jurisdiction. *See City of Jacksonville v. Taylor*, 721 So. 2d 1212 (Fla. 1st DCA 1998). Previously issued variances do not establish controlling precedent or constitute a basis to sustain other variance applications.

A zoning ordinance that completely prohibits the reasonable use of property, without allowing for any flexibility, may be considered an inverse condemnation, potentially making the zoning authority liable for a government "taking." *See e.g., Collins v. Monroe County*, 999 So. 2d 709, 716 (Fla. 3d DCA 2008) ("Ordinarily, before a takings claim becomes ripe, a property owner is required to follow "reasonable and necessary" steps to permit the land use authority to exercise its discretion in considering development plans, including the opportunity to grant any variances or waivers allowed by law."). Therefore, municipal codes commonly contain variance criteria for municipalities to follow to determine whether to permit landowners to take action that is contrary to the municipal code.

Variance criteria must be definite and mandatory, rather than permissive. *City of Miami v. Save Brickell Ave.*, 426 So. 2d 1100 (Fla. 3d DCA 1983). In addition,

the law of Florida is committed to the doctrine of the requirement that zoning ordinances and their exceptions must be predicated upon legislative standards which can be applied to all cases, rather than to the theory of granting an administrative board or even a legislative body the power to arbitrarily decide each case entirely within the discretion of the members of the administrative board or legislative body, or to shift a particular parcel of property arbitrarily from one zoning classification to another, whether by 'variance,' 'exception' or 'special use.'

City of Homestead v. Schild, 227 So. 2d 540, 543 (Fla. 3d DCA 1969), *citing Drexel vs. City of Miami Beach*, 64 So. 2d 317 (Fla. 1953).

¹ "Competent substantial evidence is evidence as will establish a substantial basis of fact from which the fact at issue can be reasonably inferred [S]uch relevant evidence as a reasonable mind would accept as adequate to support a conclusion." *Maroone Chevrolet, LLC v. Alvarado*, 344 So. 3d 459, 463 (Fla. 4th DCA 2022)

While a case providing an endorsement for any given municipality's set of variance criteria does not appear to exist, **unnecessary hardship** is almost always uniformly the standard employed throughout the state for the granting of variances.²

The following criteria are relevant to evaluating variances:

- 1) **The hardship cannot have been self-created.** *See e.g., Town of Ponce Inlet v Rancourt*, 627 So. 2d 586, 588 (Fla. DCA 1993); *Josephson v. Autrey*, 96 So. 2d 784 (Fla. 1957) (superseded by statute on other grounds in *Grace v. Town of Palm Beach* 656 So. 2d 945 (Fla. DCA 1995)). *See also Elwyn v. City of Miami*, 113 So. 2d 849, 852 (Fla 3d DCA 1959) (“The authorities are generally in accord on the proposition that in seeking a variance on the ground of a unique or unnecessary hardship, a property owner cannot assert the benefit of a ‘self-created’ hardship”). The purchase of property with zoning restrictions on the property will normally not constitute a hardship. *Friedland v. Hollywood*, 130 So. 2d 306 (Fla. 2d DCA 1961)
- 2) **Consistency with neighborhood and scheme of regulations** *See e.g., Elwyn v. City of Miami*, 113 So. 2d 849, 852 (Fla 3d DCA 1959) (“A variance should not be granted where the use to be authorized thereby will alter the essential character of the locality, or interfere with the zoning plan for the area and with rights of owners of other proper.”) *See also, Atlantic Coast Line R. Co. v. City of Jacksonville*, 68 So. 2d 570, 572 (Fla. 1953).
- 3) **No reasonable legal use can be made of the property without the variance.** *Thompson v. Planning Commission*, 464 So. 2d 1231, 1237 (Fla. 1st DCA 1985) (“The requisite hardship may not be found unless there is a showing that under present zoning, no reasonable use can be made of the property.”) *See also, Bernard v. Town Council of Palm Beach*, 569 So. 2d 853 (Fla. 4th DCA 1990) (Holding that “the hardship must be such that it renders it virtually impossible to use the land for the purpose for which it is zoned”) (quoting *Town of Indialantic v. Nance*, 485 So. 2d 1318, 1320 (Fla. 5th DCA 1986) *rev. denied*, 494 So. 2d 1152 (Fla.1986); *Maturo v. City of Coral Gables*, 619 So. 2d 455, 456 (Fla. 3d DCA 1993)(“Florida courts have held that a legal hardship will be found to exist only in those cases where the property is virtually unusable or incapable of yielding a reasonable return when used pursuant to the applicable zoning regulations.”); *Metropolitan Dade County v. Betancourt*, 559 So. 2d 1237, 1239 (Fla. 3d DCA 1990) (“Where land is zoned for residential use, deprivation of all beneficial use is proved

² *See e.g., Nance v. Town of Indialantic*, 419 So. 2d 1041 (Fla. 1982); *Clarke v. Morgan*, 327 So. 2d 769 (Fla. 1975); *Josephson v. Autrey*, 96 So. 2d 784 (Fla. 1957); *Town of Ponce Inlet v. Rancourt*, 627 So. 2d 586 (Fla. 5th DCA 1993); *Maturo v. City of Coral Gables*, 619 So. 2d 455 (Fla. 3d DCA 1993); *Herrera v. City of Miami*, 600 So. 2d 561 (Fla. 3d DCA 1992); *Bernard v. Town Council of Palm Beach*, 569 So. 2d 853 (Fla. 4th DCA 1990); *Thompson v. Planning Comm’n*, 464 So. 2d 1231 (Fla. 1st DCA 1985); *Bell v. City of Sarasota*, 371 So. 2d 525 (Fla. 2d DCA 1979); *Board of Adjustment of City of Ft. Lauderdale v. Kremer*, 139 So. 2d 448 (Fla. 2d DCA 1962).

only when it is established by competent evidence that the land cannot be used for any of the purposes permitted in such district”); *Town of Indialantic v. Nance*, 485 So. 2d 1318, 1320 (Fla. 5th DCA) (“the hardship must be such that it renders it virtually impossible to use the land for the purpose for which it is zoned”).

- a. In *Herrera v. City of Miami*, the Third District Court of Appeal quashed a use variance granted in the absence of evidence that the land would otherwise be virtually unusable or would not yield a reasonable return without the variance. 600 So. 2d 561 (Fla. 3d DCA 1992). The Third District has consistently quashed variances granted by municipalities in the absence of this heightened showing. *See Fine v. City of Coral Gables*, 958 So. 2d 433, 434 (Fla. 3d DCA 2007); *Auerbach v. City of Miami*, 929 So. 2d 693, 694 (Fla. 3d DCA 2006); *Maturo v. City of Coral Gables*, 619 So. 2d 455 (Fla. 3d DCA 1993); *Hemisphere Equity Realty Co. v. Key Biscayne Prop. Taxpayers Ass’n*, 369 So. 2d 996, 1001 (Fla. 3d DCA 1979).
- 4) **Hardship cannot exclusively be economic damage.** *Town of Ponce Inlet v. Rancourt*, 627 So. 2d 586, 588 (Fla. 5th DCA 1993). *See also Metropolitan Dade County v. Reineng Corp.*, 399 So. 2d 379, 381 (Fla. 3d DCA 1981) (“Economic disadvantage alone does not constitute a hardship sufficient to warrant the granting of a variance.”).
 - 5) **Hardship is exceptional and unique.** *Nance v. Town of Indialantic*, 419 So. 2d 1041 (Fla. 1982). “Some exceptional and unique hardship to the individual landowner, unique to that parcel of property and not shared by property owners in the area, is an essential prerequisite to the granting of a ‘hardship’ zoning variance.” *City of Miami v. Franklin Leslie, Inc.*, 179 So. 2d 622, 624 (Fla. 3d DCA 1965). *See also Elwyn v. City of Miami*, 113 So. 2d 849, 851 (Fla. 3d DCA 1959) (“The authorities seem uniform on the proposition that the difficulties or hardships relied on must be unique to the parcel involved in the application for the variance. They must be peculiar to that particular property, and not general in character, since difficulties or hardships shared with others in the area go to the reasonableness of the zoning generally, and will not support a variance.”). In land use law, a variance seeker must demonstrate an exceptional and unique hardship to the individual landowner not shared by other property owners in the area.

The above outlined factors are not the exclusive factors that may be used in evaluating a variance. However, these factors have the most precedent supporting their propriety.

An additional factor commonly found in municipal codes is whether the variance, if granted, will not substantially interfere with or injure the health, safety, or welfare of others whose property would be affected by allowance of the variance. *See, e.g.,* Tampa Code of Municipal Ordinances, Sec. 27-80(a)(3); Hallandale Beach Code of Municipal Ordinances, Sec. 32-965(b)(7); City of Aventura Code of Municipal Ordinances, Sec. 31-76(e)(4). This factor, while not explicitly tested in Florida courts, is likely also permissible as case law has reflected the

importance that variances secure “public health, safety and general welfare.” *Atlantic Coast*, 68 So. 2d at 572.

III. Draft LDR Recommendation

In conclusion, Florida jurisprudence underscores that variances should only be granted upon demonstrating a compelling and legally recognized hardship that is both unique to the parcel and not self-created, consistent with neighborhood patterns, and not solely driven by economic considerations. Furthermore, the decision to grant a variance must adhere to well-defined, mandatory criteria to withstand judicial scrutiny, and cannot be based on arbitrary or subjective discretion. When these principles are followed, municipalities can ensure that their variance decisions are legally defensible and promote equitable land-use practices that balance individual property rights with the public welfare.

While the Town’s current LDR, which includes seven factors to address when reviewing variance applications, does incorporate some of the variance principles espoused in Florida case law, it is a bit nebulous and some of its verbose factors overlap, and are redundant or unnecessary. A more concise and practical approach is likely to support more effective practical application of the LDR. Accordingly, the Town Commission, with input from the Development Review Board, should consider a text amendment to “Standards for approval of variances,” in Article X, Division 5, Section 5.00 of the LDRs. We’ve worked on putting together the following working draft for consideration:

Standards for Approval of Lot (Non-Use) Variances

Except as provided in article V, section 5.09 (variances related to subdivision standards), the Development Review Board shall grant a structural or lot (non-use) variance from the terms of these Land Development Regulations if the applicant demonstrates by competent, substantial evidence the following:

- 1) The variance will be in harmony with the general intent and purpose of all applicable Town Code of Ordinances, Land Development Regulations and the Comprehensive Plan.**
- 2) The variance is the minimum variance that will make possible the reasonable use of the land, building or structure and/or to preserve an applicant’s vested right.**
- 3) The applicant will suffer an exceptional and unique hardship if the variance is not granted, and**
 - a. economic hardship is not the sole basis of the hardship; *and***
 - b. the hardship does not result from the actions of the applicant; *and***
 - c. the hardship is exceptional and unique with respect to the property, structure or building and not shared with other properties, structures or buildings similarly situated and in the same zoning district.**
- 4) The variance will not substantially interfere with, or be injurious to, the health, safety or welfare of others whose property would be affected by allowance of the variance.**

- 5) Alternatively, an applicant may seek exemption from certain requirements of the Town's rules and regulations if they demonstrate a reasonable accommodation as provided in article 4, division 4, section 4 of the Town's Land Development Regulations.**

It is also recommended that Town revise its "Factors to be excluded from consideration" in Article X, Division 5, Section 5.01 of the Municipal Code to read as follows:

Factors to be excluded from consideration:

- 1) Previously issued variances; and**
- 2) Any proposed use of property wholly inconsistent with the Town's Code of Ordinances, Land Development Regulations and the Comprehensive Plan.**

January 9, 2026

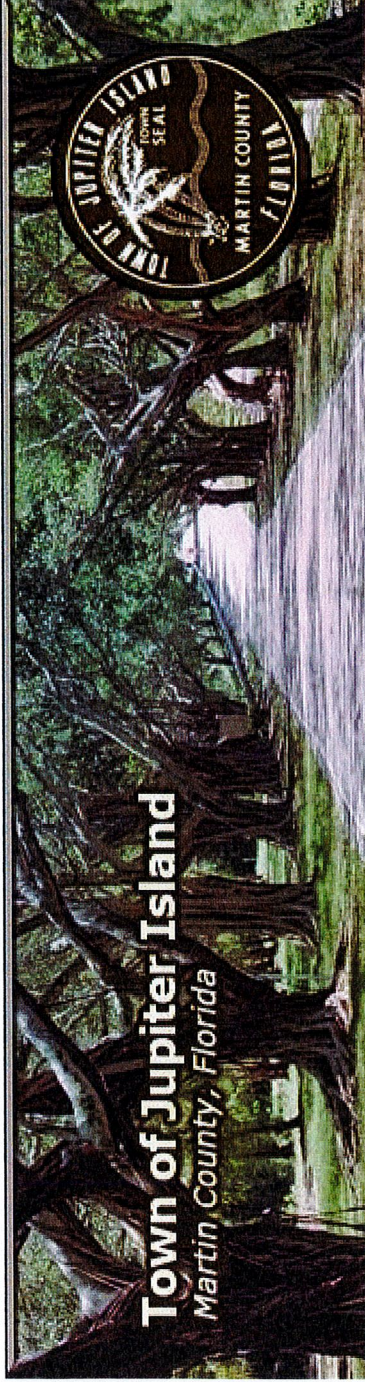
Dear Mayor and Commissioners,

As Chair of the newly formed Development Review Board (DRB), I am writing in support of the proposed changes to be included in the criteria for variances for the Town of Jupiter Island Land Development Regulations. As they are currently, the criteria lead to ambiguity. The committee then needs to make a judgement rather than basing their decision on clear-cut criteria. When making the decision for a variance, it should not be made subjectively but based on the what is clearly explained in the LDR's.

After reading the memo from Kyle Teal dated January 6th, 2026 re the variance standards, I am pleased about its clarity on when a variance may be granted and even more thankful for the explanation of when a variance should not be granted. If this is passed by the commission, I will encourage each member of the DRB to read it.

Best,

Judy Holden



December 2025 General Fund FY 2025-2026 Interim Financial Report

Town Commission Meeting

January 16, 2026

**Town of Jupiter Island
FY 2025/2026 Budget Summary**

Account Description	Adopted Budget 2025-2026	YTD Actual 12/31/2025	Target 25%
Total General Fund Revenues	\$13,487,227	\$9,453,213	70%
Transfers from Reserves	\$100,000	\$0	0%
Total Revenues	\$13,587,227	\$9,453,213	70%
Total Administration	\$3,827,878	\$683,531	18%
Total Public Safety	\$6,319,911	\$1,409,111	22%
Total Building Department	\$950,057	\$141,883	15%
Total Public Works	\$2,489,381	\$470,819	19%
Total General Fund Expenditures	\$13,587,227	\$2,705,344	20%
Year to Date Net Income		\$6,747,869	

FY 2024-2025 Revenues

Account Description	Adopted Budget 2025-2026	PYTD Actual 12/31/2024 2024-2025	YTD Actual 12/31/2025 2025-2026	Actual % of Budget (Target 25%) 2025-2026
Ad Valorem	\$10,800,744	\$8,559,833	\$9,012,316	83%
Total Other Taxes and Fees	\$333,000	\$56,268	\$57,103	17%
Total Licenses and Permits	\$850,500	\$173,704	\$121,307	14%
Total Intergovernmental Revenue	\$330,700	\$27,830	\$32,997	10%
Total Charges for Services	\$131,000	\$29,038	\$12,221	9%
Total Fines and Forfeits	\$2,500	\$725	\$192	8%
Total Miscellaneous Revenues	\$289,500	\$159,874	\$96,363	33%
Transfers from Interfunds	\$749,283	\$172,370	\$120,714	16%
Subtotal Revenues	\$13,487,227	\$9,179,642	\$9,453,213	70%
Transfer from Reserves	\$100,000	\$0	\$0	
Total General Fund Revenues	\$13,587,227	\$9,179,642	\$9,453,213	70%

FY 2025-2026 Expenses by Department

Account Description	Adopted Budget 2025-2026	PYTD Actual 12/31/2024	YTD Actual 12/31/2025	Actual % of Budget (Target 25%)
Total Administration - Payroll	\$1,468,382	\$323,708	\$316,174	22%
Total Administration - Benefits	\$937,556	\$204,624	\$97,170	10%
Total Administration - Operating	\$1,411,940	\$308,257	\$265,918	19%
Subtotal	\$3,817,878	\$836,589	\$679,263	18%
Total Administration - Capital	\$10,000	\$0	\$4,268	43%
Total Administration	\$3,827,878	\$836,589	\$683,531	18%
Total Public Safety - Payroll	\$3,234,696	\$736,959	\$720,898	22%
Total Public Safety - Benefits	\$1,109,035	\$239,377	\$231,664	21%
Total Public Safety - Operating	\$1,511,380	\$374,066	\$380,117	25%
Subtotal	\$5,855,111	\$1,350,403	\$1,332,678	23%
Total Public Safety - Capital	\$464,800	\$364,586	\$76,433	16%
Total Public Safety	\$6,319,911	\$1,714,989	\$1,409,111	22%
Total Building - Payroll	\$408,640	\$121,617	\$89,412	22%
Total Building - Benefits	\$150,540	\$44,813	\$14,652	10%
Total Building - Operating	\$380,877	\$214,967	\$37,819	10%
Subtotal	\$940,057	\$381,397	\$141,883	15%
Total Building - Capital	\$10,000	\$0	\$0	0%
Total Building Department	\$950,057	\$381,397	\$141,883	15%
Total Public Works - Payroll	\$771,251	\$146,315	\$166,519	22%
Total Public Works-Benefits	\$427,080	\$101,631	\$68,172	16%
Total Public Works - Operating	\$770,050	\$112,319	\$109,743	14%
Subtotal	\$1,968,381	\$360,266	\$344,434	17%
Total Public Works - Capital	\$521,000	\$28,142	\$126,384	24%
Total Public Works	\$2,489,381	\$388,408	\$470,819	19%
Total General Fund Expenditures	\$13,587,227	\$3,321,383	\$2,705,344	20%

Balance Sheet as of 12/31/2025

Assets

CASH GENERAL ACCOUNT - SEACOAST	\$ 1,667,532
MONEY MARKET-SEACOAST	\$ 7,368,918
CASH PAYROLL - SEACOAST	\$ 50,000
CASH FLEX SPENDING - SEACOAST	\$ 60,601
INVESTMENT POOL	\$ 2,359,865
INVESTMENT- FL PALM	\$ 6,122,164
INVESTMENT - SBA	\$ 3,667,299
PETTY CASH	\$ 550
ACCOUNTS RECEIVABLE	\$ 5,990
ACCOUNTS REC. - RETIREE BENEFITS	\$ 1,199
DUE FROM BEACH PROTECTION	\$ 3,395
DUE FROM UTILITIES	\$ 69,144
<u>PREPAID ITEMS</u>	<u>\$ 3,219</u>
Total Assets	\$ 21,379,876

Liabilities

ACCOUNTS PAYABLE	\$ 49
DUE TO OTHER GOV. UNITS	\$ 2,975
ACCRUED PAYROLL/BENEFITS	\$ (18,356)
OVERPAYMENTS-RETIREES	\$ 1,273
<u>DONATIONS</u>	<u>\$ 5,000</u>
Total Liabilities	\$ (9,059)

Reserves/Fund Balances

NONSPENDABLE PREPAID	\$ 32,933
RESTRICT- ENFORCE FL BLDG CODE	\$ 3,672,568
ASSIGNED FOR EMERGENCIES	\$ 1,000,000
ASSIGNED FOR COMPENSATED AB	\$ 115,000
ASSIGNED FOR UNINSURED LOSS	\$ 80,000
FUND BALANCE	\$ 7,690,422
CHANGE IN FUND BALANCE - Current	\$ 6,747,869
CHANGE IN FUND BALANCE - PY	\$ 2,050,143
Total Reserves/Fund Balances	\$ 21,388,934

Total Liabilities and Fund Balance

	\$ 21,379,876
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TOWN OF JUPITER ISLAND BUILDING DEPARTMENT REPORT

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager
CC: Kimberly Kogos, Town Clerk
From: Catherine Harding, Building Director
RE: Building Department Report, December 1, 2025 –
 December 31, 2025
Date: 01/06/2025

There were 8 Building Permits issued with a construction value of \$1,150,233.90 and \$17,689.18 in permit fees collected. Our building inspectors conducted 102 inspections in December.

Year to date, there were 235 permits issued with a total construction value of \$69,417,552.00 and total fees collected of \$1,104,630.73.

Code Compliance responded to 25 formal complaints. They consisted of 2 construction site maintenance, 6 illegal equipment, 8 vehicles in the right of way, 1 noise complaint, 3 starting work too early, and 5 violations of the LDR's.

These numbers now include all code violations that Public Safety officers respond to as well. Public Safety is emailing reports to the Building Department for tracking and reporting purposes. The owners or contractors will be contacted to rectify any issues.

The Development Review Board has a meeting scheduled for January 8th to discuss and vote on two projects:

161 North Beach Rd - demolish and replace an existing non-conforming house with a new residence.

7 South Beach Rd – modification to landscaping from previously approved IRC plan.

The Local Planning Agency, LPA met on January 6th with Kimley Horn to review and discuss the proposed Comprehensive Plan.



**Jupiter Island Public Safety Department
December 2025
Activity Report**



Monthly Activity

	December 2024	December 2025	YTD - 2024	YTD - 2025
<i>Calls for Service</i>	121	167	1,647	1,818
<i>Arrests</i>	0	3	18	31

Traffic & Marine Activity

	December 2024	December 2025	YTD - 2024	YTD - 2025
<i>Traffic Stops</i>	90	138	835	1,277
<i>Vehicle Citations</i>	19	22	141	159
<i>Parking Citations</i>	1	9	69	98
<i>Vehicle Crashes</i>	1	0	17	24
<i>Marine Unit Activity</i>	29	29	447	390

Major Crimes

<i>Crime Type</i>	December 2024	December 2025	YTD - 2024	YTD - 2025
<i>Robbery</i>	0	0	1	0
<i>Burglary</i>	0	0	1	0
<i>Theft</i>	0	0	4	1
<i>Auto Theft</i>	0	0	0	0
<i>Assault</i>	0	0	0	0
Total	0	0	6	1

Other Crimes

<i>Type</i>	December 2024	December 2025	YTD - 2024	YTD - 2025
<i>Fraud</i>	1	0	2	3
<i>Drug Violations</i>	0	0	1	4
<i>Trespassing</i>	0	2	1	3
<i>Vandalism</i>	0	0	1	0
<i>Disorderly Conduct</i>	0	0	1	0
<i>Lewd & Lascivious</i>	0	0	0	0
Total	1	2	6	10



**Jupiter Island Public Safety Department
December 2025
Activity Report**



ALS Fire Rescue Responses

Medical calls this month	12	Avg. response time	1.6 minutes
Fire calls this month	8	Avg. response time	3.3 minutes

Criminal Activity

Traffic Arrest / December 7, 2025; while conducting a lawful traffic stop, the operator of the vehicle was issued a criminal traffic citation with a mandatory court appearance for Driving with an Expired Driver’s License, more than 6 months. The vehicle was turned over to a licensed driver.

Warrant - Traffic Arrest / December 10, 2025; while conducting a lawful traffic stop, the operator of the vehicle was arrested on an outstanding warrant out of Broward County and also charged with Driving with No Driver’s License/Never Issued. The driver was transported to the Martin County Jail and the vehicle was towed from the scene.

Warrant Arrest / December 10, 2025; Officers observed a female, personally known to them, on a bicycle traveling west on Bridge Rd. The individual was known to have an open warrant out of Martin County and was stopped and detained. The subject was placed into custody and transported to the Martin County Jail on the open warrant without incident.

Reckless Vehicle – DUI Arrest / December 12, 2025; Officers observed a vehicle traveling west on the sidewalk of Bridge Rd. The driver continued onto the pedestrian walkway of the bridge traveling westbound until it became lodged between the railing and concrete divider. The driver was removed from the vehicle and later determined to be intoxicated. The subject was placed under arrest for DUI and Reckless Driving by MCSO and the vehicle had to be removed with a crane.

Warrant Arrest / December 16, 2025; while conducting a lawful traffic stop, officers discovered the passenger of the vehicle had an open warrant out of Okeechobee County. The subject was taken into custody and transported to the Martin County jail for processing.

Traffic Arrest / December 19, 2025; while conducting a lawful traffic stop, the operator of the vehicle was issued a criminal traffic citation with a mandatory court appearance for Driving with No Driver’s License/Never Issued. The vehicle was turned over to a licensed driver.

Trespassing / December 26, 2025; Officers responded to the 500 block of S. Beach Rd. to a report of juveniles trespassing on a construction site. Upon arrival the juveniles were located and stated they had parked and climbed the fence to look at the beach. No other criminal activity was observed. The juveniles were issued a trespass warning and their parents were notified.

Assist Other Agency – Drowning / December 29, 2025; Officers responded to the area of Blowing



**Jupiter Island Public Safety Department
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Rocks Preserve to a report of a swimmer in distress. Upon arrival the swimmer was located in the surf and unresponsive. The subject was removed from the water by first responders and lifesaving efforts were attempted. The subject was transported to Jupiter Medical by MC Fire Rescue where he was pronounced deceased.

Hobe Sound Beach Statistics

	Current Month	YTD - 2025
<i>Calls for Service- Day</i>	5	61
<i>Calls for Service- Night</i>	2	26
<i>Patrols</i>	103	1,084
<i>Traffic Stops</i>	6	96

Hobe Sound Beach Activity

Medical Calls

December 0 Year to Date 8

DAYTIME 7am-7pm

Suspicious Incident / December 6, 2025, 10:30 am; Officers responded to the area of the public beach to a report of a found metal container. The item turned out to be an expended US Coastguard Flare. The item was secured by Public Safety and turned over to MCSO Bomb Disposal Unit for destruction.

Suspicious Person / December 20, 2025, 9:08 am; Officers responded to a report of a suspicious person in the area of the public beach. The subject was located and planning to camp on the beach. The individual was made aware of the Town ordinance and left the area without incident.

Disturbance / December 23, 2025; Officers responded to the area of the public beach parking lot for a report of a drunk person causing a disturbance. The subject had left the area prior to the officers arrival.

Parking Problem / December 29, 2025, 11:07 am; Officers responded to a report of a vehicle parked blocking the main entrance to the beach parking lot. The vehicle was gone upon arrival.

Hit and Run / December 29, 2025, 1:30 pm; Officers responded to the public beach in reference to a report of a hit and run. The complainant stated that a vehicle intentionally struck him while he



*Jupiter Island Public Safety Department
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was standing in front of a parking space. The vehicle left the area prior to officers' arrival. No other information at this time, the call was turned over to MCSO.

NIGHTTIME 7pm-7am

Disabled Vehicle / December 14, 2025, 8:24 pm; Officers assisted with a disabled vehicle in the parking lot of the public beach.

Fireworks / December 31, 2025, 11:35 pm; Officers responded to fireworks at the public beach pavilion. The fireworks were disposed of, and the subjects were ordered to leave the area.



Jupiter Island Public Safety Department December 2025 Activity Report



Code Compliance- TOV Activity By Month

<i>Violation Type</i>	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	YTD - 2025
<i>Parking in Right of Way</i>	12	23	18	18	25	18	28	11	29	79	27	17	305
<i>No Flag Persons Present</i>	5	0	0	1	1	3	9	4	18	22	3	5	71
<i>Working Outside Hours</i>	1	0	2	1	3	0	1	5	6	3	10	5	37
<i>Work with No Permit</i>	0	0	0	0	0	0	1	0	1	0	0	0	2
<i>All Other Violations</i>	0	1	2	2	2	6	3	4	3	1	8	4	36
<i>Total Violations</i>	18	24	22	22	31	27	42	24	56	105	48	31	451
<i>Officer patrols</i>	750	848	887	732	864	888	926	711	684	1,007	1,234	1,046	10,577

Upcoming Town Meetings and Events
2026

Date	Day	Time	Event/Meeting	Location
January 16	Friday	9am	Town Commission Meeting	Island Room
January 16	Friday	1pm	SMRU and Beach Protection Meeting	Island Room
January 19	Monday	All Day	Closed	
February 5	Thursday	9am	Development Review Board	Island Room
February 16	Monday	All Day	Holiday - President's Day - Town Offices Closed	
February 19	Thursday	9am	Pension Board Meeting	Conference Room
February 19	Thursday	10:15am	Joint Town/SMRU Defined Contribution Plan Mtg	Conference Room
February 24	Tuesday	9am	Town Coffee with Commissioner Warner	Conference Room
February 25	Wednesday	9am	Town Commission and Beach Protection Meeting	Island Room
March 5	Thursday	9am	Development Review Board	Island Room
March 24	Tuesday	9am	Town Coffee with Mayor Twonsend	Conference Room
March 24	Tuesday	10am	SMRU Meeting	Island Room
March 25	Wednesday	9am	Town Commission and Beach Protection Meeting	Island Room
April 2	Thursday	9am	Development Review Board	Island Room
April 21	Tuesday	9am	Town Coffee with Commissioner Taddeo	Conference Room
April 22	Wednesday	9am	Town Commission and Beach Protection Meeting	Island Room

6-Jan-26

Key	
Changes from Previous Schedule	
Development Review Board	
Town Hall Closed	
Municipal Election	

Agendas posted on Town Website: www.townofjupiterisland.com prior to the meeting