TOWN COMMISSION MEETING

Tuesday August 11th, 2026

9:00 A.M.

PUBLIC NOTICE/AGENDA
Tuesday August 11th, 2026 at 9:00 a.m.

Town Commission		Town Staff	
John Deese, Mayor	_____	Eric Marmer, Town Manager	_____
Simone Bonutti, Vice Mayor	_____	Anthony Davidson, Asst. Town Manager	_____
Elliot Bonner, Mayor Pro Tem	_____	Jeff Rasor, Chief of Police	_____
Orla Imbesi, Commissioner	_____	Erika Petersen, Town Clerk	_____
David Knobel, Commissioner	_____	Keith W. Davis, Town Attorney	_____
Dwight Kulwin, Commissioner	_____	Brent Watson, Utilities Director	_____
Cindy McMackin, Commissioner	_____	Jacek (Jack) Tomasik, Building Official	_____
		Dylan Brandenburg, Asst. Town Attorney	_____

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF THE AGENDA: AGENDA ADDITIONS, DELETIONS OR SUBSTITUTIONS**
5. **PUBLIC COMMENTS**
   (3 MINUTES PER SPEAKER)

6. **CONSENT AGENDA:**
   a. Minutes July 14, 2026 Town Commission
   b. Police Department Report for July

7. **REGULAR AGENDA:**
   a. **OLD BUSINESS:**
      i. **n/a**
   b. **NEW BUSINESS:**
      i. Amendment to the By-Laws of the La Coquille Club
      ii. New Guardhouse construction bid authorization discussion
      iii. Mock Roos discussion surrounding potential water utility partners

8. **MAYOR'S COMMENTS, TOWN COMMISSION COMMENTS, TOWN MANAGER'S REPORT**

9. **ADJOURNMENT**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Town Commission, Special Magistrate or any other Boards or Commissions of the Town with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings, and for such purpose may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The meeting/hearing will be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. Please contact the Town Clerk at (561) 585-9477 - 600 South Ocean Blvd., Manalapan, FL 33462 - townhall@manalapan.org

TOWN OF MANALAPAN
AGENDA ITEM SUMMARY

Meeting Date:	August 11th, 2026
Agenda Item No.:	CA - a
Agenda Item Name:	July 14th, 2026 Town Commission Meeting Minutes

ACTION REQUESTED: Discussion ☐ Approval ■

ATTACHMENT:

- July 14th, 2026 Town Commission Meeting Minutes

Town Commission Meeting
Tuesday June 23rd, 2026, at 9:00 a.m.

IN ATTENDANCE

TOWN COMMISSION		TOWN STAFF	
John Deese, Mayor	√	Eric Marmer, Town Manager	√
Simone Bonutti, Vice Mayor	√	Jeffrey Rasor, Chief of Police	√
Elliot Bonner, Mayor Pro Tem	√	Erika Petersen, Town Clerk	√
Orla Imbesi, Commissioner	X	Keith Davis, Town Attorney	√
David Knobel, Commissioner	√	Brent Watson, Utilities Director	√
Dwight Kulwin, Commissioner	√	Jack Tomasik, Building Official	√
Cindy McMackin, Commissioner	X	Dylan Brandenburg, Asst. Town Attorney	X

PUBLIC: Joe Janssen (Dailey Janssen), Robert Poetzinger (Executive Construction), Scott Loventhal (Plaza Del Mar), Siobhan Zerilla (Bluedoor Builders), Marion Coates (Mock Roos), Tow Biggs (Mock Roos), William Stoddard (SOS Engineering), Abel Varughese (RMSPM), Philip Kore (Claren Architecture), Stephen Claren (Claren Architecture), Vito Pipitone (RWB Construction), Meghan Taylor (Tralongo and Taylor), Brian Vertesch (Vertesch Landscape), Liran Timiansky (Affiniti Architects), Matt Scott (Greenspoon), and Howard Parker (1275 Lands End Rd)

CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Deese called the Town Commission meeting to order at 9:01 a.m.

AGENDA ADDITIONS, DELETIONS OR SUBSTITUTIONS

There were none.

PUBLIC COMMENTS

There were none.

CONSENT AGENDA

a. Minutes June 23rd, 2026 Town Commission
b. Police Department Report for June
c. **RES 06-2026** Updated Fee Schedule

Vice Mayor Bonutti made a motion to **approve** the Consent Agenda, Commissioner Kulwin seconded, which prevailed by the following vote:

YES: Mayor Deese, Vice Mayor Bonutti, Mayor Pro Tem Bonner, Commissioner Knobel, and Commissioner Kulwin

REGULAR AGENDA

OLD BUSINESS:

a. **n/a**

NEW BUSINESS: ***Quasi-Judicial Hearing**

i. Septic to Sewer project update from Mock Roos and discussion about resident connection options and financing.

John Cairnes of Mock Roos provided the Commission with an update on the septic-to-sewer project. He explained that homeowners who connect to the new sewer system will be required to install a grinder pump on their property. Residents will be able to select from a list of approved contractors for the installation, and the Town plans to maintain a limited inventory of replacement parts for emergency situations. The estimated cost for each property owner to connect to the new sewer line is approximately $30,000. Once connected, homeowners will also be required to properly abandon their existing septic system in accordance with the applicable procedures.

Town Manager Marmer suggested that Town could host a workshop at the end of the year to inform residents of the conversion process.

There was consensus from the Commission to continue with having Mock Roos design and implement the sewer conversion process.

ii. * Special Exception-SE-26-02 - 1800 S. Ocean Blvd., Loki2 Land Trust, by and through its authorized agent Loki2 LLC, Robert Wexler, Manager, requested a Special Exception to allow a beach house on the East side of A1A in accordance with Sec.151.093(B) of the Town Zoning Code. The Architect, Meghan Taylor and Landscape Architect, Brian Vertesch, presented the application.

Vice Mayor Bonutti disclosed that she spoke with Town staff about the application.

Vice Mayor Bonutti made a motion to **approve** Special Exception-SE-26-02, Mayor Pro Tem Bonner seconded, which prevailed by the following vote:

YES: Mayor Deese, Vice Mayor Bonutti, Mayor Pro Tem Bonner, Commissioner Knobel, and Commissioner Kulwin

iii. * Architectural Review-TARC-26-01 - 214 S. Ocean Blvd., Manalapan Plaza Del Mar LLC sought the Town Commission’s approval for architectural alterations to storefronts at Suite 210 and Suite 214. Alterations included installation of glass storefronts in accordance with the application materials on file with the Town. The property manager, Scott Loventhal and the Architect, Stephan Claren presented the application.

Vice Mayor Bonutti disclosed that she spoke with Town staff about the application. Commissioner Knobel disclosed that he looked at the building.

Commissioner Knobel made a motion to **approve** Architectural Review-TARC-26-01, Vice Mayor Bonutti seconded, which prevailed with the following vote:

YES: Mayor Deese, Vice Mayor Bonutti, Mayor Pro Tem Bonner, Commissioner Knobel, and Commissioner Kulwin

iv. * Variance-VAR-26-04 – 2000 S. Ocean Blvd., Florida Realty LLC sought the Town Commission's approval for several variances. The property at 2000 South Ocean Boulevard was already non-conforming, so any alterations or expansions thereto required variance approval in addition to other site or use related approvals. Specifically, a variance from Town Code Sec. 151.641(A) to allow the expansion of a non-conforming lot by acquiring and unifying onto 2000 South Ocean Boulevard a portion of the lot immediately adjacent to the north. In addition, a variance from Town Code Secs. 151.093, and 151.581 to allow the addition of a fourth pedestrian tunnel under A1A onto the combined site which already has three (3) pedestrian tunnels under A1A, where the code allows only one (1) pedestrian tunnel under A1A per lot or lot of record. All pedestrian tunnels were already existing; however, the newly acquired and unified parcel contained a fourth existing tunnel. Additionally, a variance from Town Code Sec. 151.643(B) to allow the construction of a new pedestrian access ramp to the pedestrian tunnel under A1A being joined to the site through acquisition and unification of a portion of the parcel to the north where the code prohibits the construction or addition of any such use or structure to a non-conforming lot. Lastly, a variance from Town Code Sec. 151.097 to allow a side setback of 40 feet, 1.5 inches for a new proposed "engineering building" where the Town Code would require, per calculations applied to the newly unified lot dimensions, a 422.1 foot side setback. Roger Janssen, the Architect, presented the application.

Mayor Pro Tem Bonner made a motion to **approve** Variance-VAR-26-04, Commissioner Kulwin seconded, which prevailed by the following vote:

YES: Mayor Deese, Vice Mayor Bonutti, Mayor Pro Tem Bonner, Commissioner Knobel, and Commissioner Kulwin

v. * Variance-VAR-26-05 – 1940 S. Ocean Blvd., David F. MacNeil Trust, David F. MacNeil Trustee, by and through its authorized agent Affinity Architects, sought the Town Commission's approval for several variances as a result of acquiring and unifying onto 1940 South Ocean Boulevard a portion of the lot immediately adjacent to the south. Specifically, a variance from Town Code Sec. 151.103(2) to allow an existing dock with a non "T" or "L" configuration, due to the existing platform boatlift, to remain. The dock was existing but will now be part of the 1940 South Ocean Boulevard parcel as a result of the purchase and lot unification. Additionally, a variance from Town Code Secs. 151.103(4) and (15) to allow a dock width of 22.15 feet due to the existing boatlift, where the code prohibits a dock width in excess of six (6) feet. Additionally, a variance from Town Code Sec. 151.103(13) to allow two docks where the code only allows one dock per lot or lot of record. Both docks are existing but are now proposed to be located on the same lot of record (1940 South Ocean Boulevard) as a result of the purchase and unification. Also, a variance from Town Code Sec. 151.103 (14) which requires docks to be located within 10 feet of the centerline of the upland parcel, to allow the existing docks to be located on the newly unified lot in their current locations, neither of which is within 10 feet of the centerline of the lot, and to allow a 25 foot side setback for the dock and the terminus from the waterward extension of the south side property line where the code requires a 50 foot side setback. Liran Timiansky, the Architect, presented the application.

Vice Mayor Bonutti made a motion to **approve** Variance-VAR-26-05, Commissioner Kulwin seconded, which prevailed with the following vote:

YES: Mayor Deese, Vice Mayor Bonutti, Mayor Pro Tem Bonner, Commissioner Knobel, and Commissioner Kulwin

vi. Preliminary Budget Review. Set the Proposed Ad Valorem Millage Rate for the Town of Manalapan, Florida for Fiscal Year 2026-27 at a rate of 3.0000 per $1,000 of Assessed Value and setting the Millage Rate and Budget Public Hearings as Follows: September 8, 2026 - 5:01 p.m. - Adopt Proposed Millage Rate and Budget; and September 22, 2026 – 5:01 p.m.- Adopt Final Millage Rate and Budget.

This item was presented by Town Manager Marmer, he advised the Commission that the 6% utility bill increase would only provide two to three months of reserves, which he advised may not be enough. He proposed an 18% increase to the utility rates instead and directed the Commissioners to a handout on the dais indicating the proposed rate percentages and how much each would affect a typical resident utility bill.

Commissioner Knobel expressed concerns over the deficit the Town is running in the Water Department. He recommended that the Town look at all available options. Town Manager Marmer agreed to look into and provide more solutions.

Howard Parker, 1275 Lands End Rd, made public comments.

MAYOR’S COMMENTS, TOWN COMMISSION COMMENTS, TOWN MANAGER’S REPORT:

Town Manager Marmer reported that he is hoping to get at least six bids for the guardhouse. Bids are due on August 4th.

Town Manager Marmer informed the Commission that the Town attended a mediation hearing last week over the Sand Transfer Plant. He explained that Palm Beach County is not willing to negotiate and disagrees with the data the Town presented. The next step in the litigation process will be depositions, which will occur over the next month. Town Manager Marmer remarked that he believes the Town will win the upcoming administrative hearing regarding the Sand Transfer Plant. The hearing is expected to occur August 24th through the 28th and he encouraged residents to attend the hearing and/or to write letters to be read aloud so that the County knows we have support.

Town Manager Marmer explained to the Commission that the Town now officially owns the bank building at 131 S. Ocean Blvd. through Eminent Domain. He noted that the Eau Hotel was interested in leasing the property which he pointed out would help the Town earn revenue. However, he explained that if the Eau does not lease it, then the Town would most-likely proceed with demolishing the building which he had received quotes for the work, and the lowest was roughly $14,000. Town Manager Marmer discussed with the Commission that he had heard from some residents that were interested in fundraising for the new Town Hall & Police Department project. He suggested a committee be organized for this effort. Commissioner Knobel expressed interest in helping with the committee.

PUBLIC HEARING:

a. **PH 1 - Ordinance #401** – AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT CHAPTER 151. ZONING. TO PROVIDE FOR A REVISED AND AMENDED OFFICIAL ZONING MAP THAT COMBINES ZONING DISTRICT R1-F AND PORTIONS OF ZONING DISTRICT R3-A INTO ZONING DISTRICT R1-D, AND WHICH ELIMINATES METES AND BOUNDS DESCRIPTIONS FOR ALL ZONING DISTRICTS FROM THE CODE; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 151. ZONING. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. **(Second Reading)**

Commissioner Knobel made a motion to **approve** Ordinance #401 on second reading, Vice Mayor Bonutti seconded, which prevailed with the following vote:

YES: Mayor Deese, Vice Mayor Bonutti, Mayor Pro Tem Bonner, Commissioner Knobel, and Commissioner Kulwin

b. **PH 2 – Ordinance #402** - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT CHAPTER 151. ZONING. CREATING AN ENTIRELY NEW DIVISION "BOATS, BOATHOUSES, DOCKS, BULKHEADS" UTILIZING RESERVED CODE SECTIONS 151.585 THROUGH 151.600; RELOCATING ALL EXISTING BOAT, DOCK, BOATHOUSE AND BULKHEAD ZONING REGULATIONS INTO THIS ONE NEW DIVISION; DIVIDING THE TOWN INTO 16 WATERWAY ZONES BASED ON CURRENT CODE REQUIREMENTS FOR DOCKS; REPEALING THE RELOCATED CODE PROVISIONS FROM EACH ZONING DISTRICT'S SET OF CODES; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 151. ZONING. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. **(Second Reading)**

Commissioner Kulwin made a motion to **approve** Ordinance #402 on second reading, Mayor Pro Tem Bonner seconded, which prevailed with the following vote:

YES: Mayor Deese, Vice Mayor Bonutti, Mayor Pro Tem Bonner, Commissioner Knobel, and Commissioner Kulwin

c. **PH 3 – Ordinance #403** - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, ADOPTING A NEWLY REVISED AND AMENDED OFFICIAL ZONING MAP FOR THE TOWN OF MANALAPAN, FLORIDA, WHICH, IN CONJUNCTION WITH ORDINANCE 401 RE-ZONES ALL PROPERTY CURRENTLY DESIGNATED AS R1-F, AS WELL AS R3-A PROPERTIES LOCATED WEST OF LANDS END ROAD INTO THE DESIGNATION OF R1-D PROPERTY; IN ADDITION, ADOPTING AN ENTIRELY NEW MAP FOR THE NEWLY ADOPTED WATERWAY ZONES CODE WHICH, IN CONJUNCTION WITH ORDINANCE 402 WILL RELOCATE AND CONSOLIDATE ALL EXISTING TOWN DOCK, SEAWALL, AND RELATED REGULATIONS INTO A NEW, SINGLE, CONSOLIDATED ZONING CODE DIVISION IN ORDER TO BETTER ORGANIZE THESE EXISTING CODE PROVISIONS INTO ONE USER FRIENDLY PART OF THE ZONING CODE; PROVIDING THAT THE ZONING MAP OF THE TOWN OF MANALAPAN, FLORIDA, BE AMENDED TO REFLECT THE RE-ZONING OF ALL R1-F, AS WELL AS R3-A PROPERTIES LOCATED WEST OF LANDS END ROAD INTO R1-D PROPERTY AND TO REFLECT THE NEW WATERWAY ZONES; PROVIDING A CONFLICTS CLAUSE AND A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. **(Second Reading)**

Mayor Pro Tem Bonner made a motion to **approve** Ordinance #403 on second reading, Commissioner Knobel seconded, which prevailed with the following vote:

YES: Mayor Deese, Vice Mayor Bonutti, Mayor Pro Tem Bonner, Commissioner Knobel, and Commissioner Kulwin

d. **PH 4 – Ordinance #406** - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT TITLE III ADMINISTRATION, CHAPTER 31 STAFF, SECTION 31.17 TOWN GENERAL EMPLOYEES' AND POLICE OFFICERS' RETIREMENT FUND, SUBSECTION (E) BOARD OF TRUSTEES TO PROVIDE THAT THE EMPLOYEE TRUSTEES CANNOT BE EMPLOYEES IN THE DROP; AMENDING SUBSECTION (H). BENEFIT AMOUNTS AND ELIGIBILITY, SUBSECTION (I), PRE-RETIREMENT DEATH, SUBSECTION (J), DISABILITY, AND SUBSECTION (K), VESTING TO PROVIDE FOR A CHANGE IN VESTING IN THE PLAN OF BENEFITS FROM TEN YEARS TO EIGHT YEARS; ADDING SUBSECTION (BB), DEFERRED RETIREMENT OPTION PLAN (DROP), TO PROVIDE AN OPTION FOR MEMBERS TO HAVE A FIVE-YEAR DROP PERIOD; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF SECTION 31.17 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. **(Second Reading)**

Vice Mayor Bonutti made a motion to **approve** Ordinance #406 on second reading, Mayor Pro Tem Bonner seconded, which prevailed with the following vote:

YES: Mayor Deese, Vice Mayor Bonutti, Mayor Pro Tem Bonner, Commissioner Knobel, and Commissioner Kulwin

e. **PH 5 – Ordinance #407** - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA; AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 155. BEACHES AND WATERWAYS. SECTION 155.03. PROHIBITED FISHING ACTIVITIES. BY RE-NAMING THIS SECTION TO READ "PROHIBITED FISHING RELATED NUISANCE ACTIVITIES, AND OTHER NUISANCE ACTIVITIES"; DEFINING AND PROVIDING EXAMPLES OF PROHIBITED NUISANCE ACTIVITY ON BEACHES, RIGHTS-OF-WAY, AND OTHER PLACES IN THE TOWN TO INCLUDE LITTERING, TRESPASSING, NOISE VIOLATIONS AND LIGHT VIOLATIONS; IDENTIFYING TOWN POLICE AS HAVING ENFORCEMENT JURISDICTION OVER ALL NUISANCE ACTIVITY THAT OCCURS ANYWHERE IN THE TOWN; ALSO IDENTIFYING FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) JURISDICTION OVER SALTWATER FISHING ACTIVITIES IN FLORIDA STATE WATERS IN AND ADJACENT TO THE TOWN, ACKNOWLEDGING FWC JURISDICTION OVER SHORE BASED SHARK FISHING; AND STATING FWC RULES AND REGULATIONS THAT APPLY TO SHORE BASED SHARK FISHING; DIRECTING THE TOWN MANAGER AND POLICE CHIEF TO WORK WITH FWC AND OBTAIN EDUCATIONAL MATERIALS TO BE PROVIDED TO TOWN RESIDENTS AND GUESTS REGARDING FWC RULES AND REGULATIONS THAT APPLY TO SHORE BASED SHARK FISHING; ENCOURAGING TOWN RESIDENTS AND GUESTS TO PROMPTLY REPORT ANY AND ALL NUISANCE ACTIVITY THEY MAY OBSERVE ON BEACHES, RIGHTS-OF-WAY, AND OTHER PLACES IN THE TOWN, FURTHER ENCOURAGING TOWN RESIDENTS AND GUESTS TO PROMPTLY REPORT ANY AND ALL SHORE BASED SHARK FISHING ACTIVITY THAT APPEARS TO VIOLATE ANY FWC RULE; PROVIDING DEFINITIONS, AND PROVIDING FOR ENFORCEMENT; PROVIDING THAT ALL OTHER SECTIONS AND SUBSECTIONS OF CHAPTER 155. BEACHES AND WATERWAYS. WILL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. **(First Reading)**

Town Attorney Davis explained that after receiving public pushback on the previous ordinance, he spoke with the Florida Fish & Wildlife Conservation Commission (FWC) and as a result, he drafted this new ordinance.

Commissioner Knobel made a motion to **approve** Ordinance #407 on first reading, Commissioner Kulwin seconded, which prevailed with the following vote:

YES: Mayor Deese, Vice Mayor Bonutti, Mayor Pro Tem Bonner, Commissioner Knobel, and Commissioner Kulwin

The Town Commission meeting adjourned at 10:49 a.m.

These minutes were presented to the Town Commission on Tuesday August 11th, 2026 for approval.

______________________	______________________
John Deese, Mayor	Date Signed
______________________	______________________
Erika Petersen, Town Clerk	Date Signed

TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date:	August 11th, 2026
Agenda Item No.:	CA - b
Agenda Item Name:	Police Department Chief's Report for July

ACTION REQUESTED: Discussion ☐ Action ■

ATTACHMENT:

- Chief Rasor's Executive Report
- The Police Department Report for July including Monthly Stats

Manalapan Police Department

TO: Mayor and Town Commissioners
Eric Marmer, Town Manager
FROM: Chief Jeff Rasor
SUBJECT: Monthly Report for July 2026
DATE: August 4, 2026

JML #52157

Police Department Staffing:

- **Dispatcher Positions:** There are currently no vacancies for the position of Dispatcher.
- **Police Officer Positions:** There are currently no vacancies for sworn police officer positions.
- **Community Service Officer Positions:** There are currently two vacancies for Community Service Officer positions; one part-time and one full-time.
- **Staffing Summary:** Recruitment efforts continued throughout July. One applicant for the full-time Community Service Officer position is currently in the background investigation phase and is scheduled to complete polygraph testing in August. The Police Department is also in the process of establishing its Auxiliary/Reserve Police Officer Program. Two applicants are currently being processed for these volunteer positions. The program is designed for certified law enforcement officers who are willing to volunteer a minimum of one day per month in support of the Department's operations and community policing efforts. Recruitment for Community Service Officer positions remains ongoing. The Department will continue accepting applications and processing qualified candidates until all vacancies have been filled.

Zone Coverage:

- Zone coverage remained consistent throughout the month, with two police officers and one sergeant assigned to each patrol shift, ensuring continuous patrol coverage, proactive policing, and timely response to calls for service.

Fleet:

- **Vehicle Maintenance:** The department's fleet remains current on all scheduled maintenance and service requirements, ensuring operational readiness, reliability, and officer safety.
- **Electric Golf Cart:** The department has begun the purchasing process for the new electric golf cart. The vehicle is currently being outfitted with the necessary equipment and modifications to make it street legal for operational use. Once completed, it will be assigned to the Community Service Officers for patrol operations within the Point.

- **Patrol Vehicle:** The department took delivery of a new Tesla Cybertruck patrol vehicle during the month of July. The vehicle has been fully equipped, marked, and placed into service. It is currently assigned to patrol operations and is actively serving the Town.
- 

Training:

- **Field Training:**
  - Officer Nikita Kuznetsov successfully completed Phase 2 of the Field Training Officer (FTO) Program and advanced to Phase 3, continuing his progression toward solo patrol status.

- **Specialized Training Courses:**
  - **CJIS Symposium Conference (July 13–16):** Communications Supervisor Elizabeth Mackey attended the Florida Department of Law Enforcement (FDLE) Criminal Justice Information Services (CJIS) Symposium in Orlando, Florida. The conference provided advanced training on a variety of topics, including FCIC/NCIC entries and person searches, firearm eligibility and disposition procedures, NCIC image management, criminal history records, Florida Incident-Based Reporting System (FIBRS) audits, MEPIC resources, records and technical compliance audits, and FBI CJIS Security Policy requirements. The training enhances the department's compliance with state and federal criminal justice information standards and strengthens the Communications Center's ability to accurately access, maintain, and manage critical law enforcement information.

Miscellaneous – Department Projects and Promotions:

- **Police Department Internship Program:** The Police Department conducted interviews with Florida Atlantic University students for the Fall 2026 Internship Program. Katherine Nelta Earl was selected and will begin her internship in August, continuing through December. During her internship, Katherine will assist with converting historical police reports from paper records into electronic format, supporting the department's ongoing records modernization initiative while improving document accessibility, records retention, and operational efficiency.

Total Police Calls for Service for the Month of July 2026

Types of Calls / Patrols	Total
ATV - Beach Patrols	33
Marine Patrols	10
Dark House Checks	1141
Construction Site Checks	227
Extra patrols in the plaza	72
Arrest	0
Baker Acts – Mental Distress	0
Traffic Stops	71
Uniform Traffic Citations Written	36
Traffic Violation Verbal Warnings	51
Parking Citations Written	2
Traffic Crashes	2
Distressed Swimmer	1
Iguana Removal	70
Total Calls Dispatched	532
911 Calls	49
Non-Emergency Calls	483
Most Frequent Call Dispatched (**Service Call - Assisting the Resident with Non-Crime related issue – Example – Door Left Open, Medical, Information, Found Property, Lost Property, Alarms**)	61
Total Crime Calls for the Month	2
Most Frequent Crime Reported (Trespassing)	2

TOWN OF MANALAPAN
AGENDA ITEM SUMMARY

Meeting Date:	August 11th, 2026
Agenda Item No.:	RA. b.i.
Agenda Item Name:	Amendment to the By-Laws of the La Coquille Club

BACKGROUND:

The amendments update the Club's ownership references, governing documents, and operating terminology, while moving many details concerning dues, fees, admissions, and amenity use into a separate Town-approved Membership Plan and Policies and Procedures. They establish that the Hotel employs and supervises the Club Manager, with the Club reimbursing 90% of the Manager's salary. The Board remains composed of 13 directors, with nine appointed by the Class I Shareholder and four elected by Class II shareholders, and the amendments revise certain director terms and officer-selection procedures. The changes also update meeting, electronic participation, delinquency, suspension, expulsion, budgeting, recordkeeping procedures and removes the cap on dues. In addition, they raise the two-signature payment threshold to $15,000 and add indemnification and liability provisions for directors and officers.

MOTION:

- Move to approve/disapprove the Amendment to the By-Laws of the La Coquille Club

ATTACHMENTS:

- Latest Amendment to the By-Laws of the La Coquille Club

AMENDED AND RESTATED
BYLAWS OF
LA COQUILLE CLUB, INC.

Article I

Section 1.1 Name. The name of the Corporation is La Coquille Club, Inc., d/b/a La Coquille Club (the "Club"). The physical facilities and property of the Club are owned by MPB Property, LLC, a Delaware limited liability company (the "Owner"), as successor in interest to Zinfandel Holdings, LLC; provided, however, that the furniture, fixtures, and equipment located inside the Club room (the "Club Room") owned by the Club as of the effective date of these Bylaws, or as otherwise purchased or replaced by the Club after such date, are, and shall be, owned by the Club. The Club shall be operated at all times consistent with the Town of Manalapan Resolution Nos. 15-88, and 6-91, which Resolutions are recorded in Palm Beach County, Florida Official Record Book 6104 beginning at Page 366 and Official Records Book 6858 beginning at page 1736 (the "88 and 91 Resolutions"), the Unities of Title and Interest, Declaration, Covenants and Agreement dated November 13, 1989 and recorded in Palm Beach County Florida Official Record Book 6260 beginning at page 1301 ("Unities Agreement"), and the 100 South Ocean Boulevard PUD Agreement as amended and restated on July 6, 2007, and amended on January 27, 2009, and February 11, 2025 (the "PUD Agreement"), which is contained in the above-referenced documents and others, as all of the same may hereafter be modified, restated or amended.

Section 1.2 Description: The Club is a first class social and recreational club with a dedicated Club Room within the Hotel of not less than 1,300 square feet and a contiguous terrace of not less than 600 square feet. The Club shall, at all times when meals are served, be provided a kitchen, chef and adequate staff to provide lunch and dinner for its members on a schedule determined by the Board of Directors and consistent with these Amended and Restated Bylaws (the "Bylaws"). The Club and the Hotel shall collaborate on menu development. Pricing for meals served in the Club Room shall be set by the Hotel. The Club Room shall be operated at least from November 1st through May 30th of each year unless a closure during a portion of the Season is necessary due to closure of the Hotel or that portion of the Hotel in which the Club Room is located, at the discretion of the Board of Directors, for reasons such as, but not limited to, acts of God, weather, or force majeure. In no event shall the Club Room be closed due to special events or occupancy of the Hotel. Club members shall have the right to utilize all other Hotel Facilities on a year-round basis subject to the terms and conditions as set forth herein. Owner shall have the right to utilize the Club Room out of Season (as defined below), without additional charge to the Hotel, for any purposes deemed necessary by the Owner, including, but not limited to, as event space for Hotel guests. The Board shall adopt, subject to the full discretionary approval of the Town of Manalapan, and implement a Membership Plan, included in the Club's Policies and Procedures, pursuant to which members, their Immediate Family (as defined herein), guests and other persons will be permitted to use the Hotel Facilities (the "Membership Plan").

Article II

Definition of Terms:

<u>Section 2.1</u> "Board of Directors" or "Board" shall mean and refer collectively to those individuals appointed to the governing body of the Club pursuant to Article VIII of these Bylaws.
<u>Section 2.2</u> "Directors" shall mean and refer to the members of the Board as appointed pursuant to Article VIII of these Bylaws.

<u>Section 2.3</u> "Chairman" shall mean and refer to the individual appointed to chairmanship of the Board pursuant to Article IX of these Bylaws.

<u>Section 2.4</u> "President" shall mean and refer to the individual elected as President of the Club pursuant to Article IX of these Bylaws.

<u>Section 2.5</u> "Member" shall mean a "Manalapan Member", a "Non-Manalapan Member" or a Lessee Member" as those classes of membership are defined in Article III of these Bylaws.

<u>Section 2.6</u> The term "Immediate Family" as used in these Bylaws shall mean a Member's wife, husband, or life-partner and unmarried children twenty-five (25) years of age or under who maintain residence in the Member's household, but shall specifically exclude any other relative of a Member and any lessees, invitees or guests of a Member.

<u>Section 2.7</u> "Hotel Facilities", for the purposes of these Bylaws, shall mean and be limited to the restaurants, bars, lounges, pools, cabanas, tennis courts, fitness center(s), steam shower pickleball facilities, padel facilities, and beach facilities of the Eau Palm Beach Resort and Spa, or any successors thereto, located at 100 South Ocean Boulevard, Manalapan, Florida (the "Hotel"). Specifically excluded from the term "Hotel Facilities" are the Hotel's golf facilities, spa facilities and the hotel unit occupancy. Spa facilities shall mean those areas of the Hotel allocated for treatments such as facials and massages. It is acknowledged that, as of the date hereof, there are no golf facilities, pickleball facilities, or padel facilities, and any references thereto in these Bylaws relates to golf facilities, pickleball facilities, or padel facilities, if and when they are built or become available in the future.

<u>Section 2.8</u> "Policies and Procedures" means the policies and procedures of the Club, as may be adopted by the Board, and approved by the Town of Manalapan, from time to time.

<u>Section 2.9</u> "Season" shall mean the period from November 1st through May 30th of each year, unless otherwise determined by the Board of Directors.

Article III

Membership:

<u>Section 3.1</u> Classes and. Privileges. There shall exist three (3) classes of Club membership, namely, "Manalapan Members", "Non-Manalapan Members" and "Lessee Members".

(a) Manalapan Members shall be those individuals who own real property in the Town of Manalapan, Florida, who have applied for Club membership and who have been accepted as Members by the Board; provided, however, that if a parcel is owned jointly by a husband and wife or life partners, such joint-owners shall designate one individual as the Manalapan Membership, while the other individual will be deemed the Immediate Family of the designated Manalapan Member. Further, in the event that real property or a co-operative unit in the Town of Manalapan is owned by a trust, corporation, partnership or other business entity, such entity shall designate, in writing at the time application for membership is initially made, one person who shall be designated as the prospective Manalapan Member. Additionally, each co-operative residential unit of the La Coquille Villas as designated by a separate property control number may designate one (1) Manalapan Member who shall be considered an owner of real property in the Town of Manalapan for purposes hereunder. For the avoidance of doubt, Manalapan Membership shall be limited to one individual per parcel located in the Town of Manalapan, Florida. Applications from Manalapan Members shall be given priority and shall not be rejected except for good cause such as, and by way of example, previous financial irresponsibility or a criminal record. Additional details regarding the rights and obligations of the Manalapan Members are set forth in the Membership Plan. Manalapan Members, their guests and their Immediate Families shall be entitled to all the privileges of the Club and the use of the Hotel Facilities on an equal basis with Hotel guests, subject to these Bylaws and the Policies and Procedures. Manalapan Members shall not be charged either an initiation fee or annual dues. The number of Manalapan Members shall be limited to the number of parcels at the density allowed by the Zoning Code of the Town as of the date these By-Laws are approved by the Town Commission.

(b) Non-Manalapan Members shall be those individuals, twenty-one (21) years of age or older, who do not own real property in the Town of Manalapan, Florida, but who (i) have applied for Club membership, (ii) have been accepted as Members by the Board, and (iii) who have made full payment of the Non-Manalapan Member initiation fee and the then current Non-Manalapan Member annual dues, both of which shall be set by the Board consistent with these Bylaws and the Policies and Procedures. Additional details regarding the rights and obligations of Non-Manalapan Members are set forth in the Membership Plan. Non-Manalapan Members, their guests and their Immediate Families shall be entitled to all of the privileges of the Club, and the use of the Hotel Facilities on an equal basis with hotel guests, subject to these Bylaws and the Policies and Procedures. Non-Manalapan membership may not be transferred or sold except as set forth in Section 3.5(c). To the extent that the total number of Non-Manalapan Members exceeds seventy-five (75) in error, the Board may not admit new Non-Manalapan Members to the Club, until such time that the total number of all Non-Manalapan Members shall return to seventy-five (75). The admission of new Non-Manalapan Members shall be made in accordance with the terms and conditions set forth in this Article III and the Policies and Procedures.

(c) Lessee Members shall be those individuals, twenty-one (21) years of age or older, who are a lessee under a written lease covering real property in Manalapan, Florida, owned by a Manalapan Member, in good standing and having a lease term of not less than thirty (30) consecutive days who have applied for Club Membership and who have been accepted as Members by the Board provided that Lessor has elected to relinquish his/her membership rights in the club for the duration of the lease. Lessee Members, their guests and their Immediate Families shall be entitled to all the privileges of the Club (except charging privileges unless by credit card arrangement), and the use of the Hotel Facilities on an equal basis with Hotel guests. For the use of all services, amenities and activities provided by the Hotel, the Lessee Member, their guests and their Immediate Family members shall be charged rates equal to those charged to Hotel guests. Additional details regarding the rights and obligations of the Lessee Members are set forth in the Membership Plan. There shall be no more than twenty-five (25) Lessee Members at any one time. Lessees may only become eligible for Club membership at such time as the Lessor relinquishes his/her right in favor of the Lessee. Lessee membership shall expire on the earlier of the last day of the Lessee Member’s lease term, or on the last day of the twelfth (12^{th}) consecutive calendar month of said lease term, whichever comes first. Notwithstanding anything to the contrary herein, Lessor shall not be permitted to access the Club or the Hotel Facilities during such time as the Lessee Member retains membership in the Club.

<u>Section 3.2</u> Application for Membership:

(a) All applications for Club membership shall be made on the requisite form provided by the Club. These applications shall include the name of the applicant, his or her address, and the required personal and business information.

(b) The Board, or if designated by the Board, a five (5) member Admissions Committee which shall consist of at least two (2) Class II Directors, shall have the authority to accept or reject Club membership applications and shall consider same within thirty (30) days of receipt. Approval of Club membership shall not be unreasonably withheld. Manalapan residents may be rejected as Manalapan Members solely for “Good Cause” as such term is defined in the Membership Plan. It shall be the policy of the Club not to refuse Club membership on the basis of race, creed, color, sex, sexual orientation, age, religion or national origin.

(c) All applications for Lessee Member membership shall be accompanied by a “Delegation of Membership Rights” from the property owner, in a form reasonably acceptable to the Board or the Admissions Committee, as the case may be. Additionally, an initiation deposit, as required in the Membership Plan. Submission of names for the waiting list is necessary only if there are already twenty-five (25) Lessee members. Such deposit shall be promptly refunded to the applicant if the Club membership application is not approved. If the applicant’s Club membership application is approved, the initiation deposit shall be applied to the initiation fee.

<u>Section 3.3</u> Payment of Initiation Fees and Dues.

(a) Policies and procedures governing the payment of initiation fees and annual dues, including the initial annual dues of a member, if any, shall be described in the Membership Plan. Lessee Members shall not officially become Members until their initiation fees, if required, have been paid in full.

(b) Initiation fees and membership dues for Non-Manalapan Members and Lessee Members shall be described in the Membership Plan.

Section 3.4 Membership Meetings. Meetings of the Club membership may be called at any time by the Chairman of the Board, President, or by a majority of the Directors, and notice of the meeting shall be given in accordance with Section 7.5 of these Bylaws. Business not specified in the notice shall not be considered nor transacted -at the meeting. Lessee Members shall not be entitled to attend meetings of the Club membership.

Section 3.5 Termination of Membership. Termination of Club membership shall result in the loss of the right to use the Club and Hotel Facilities. Termination itself shall produce no penalty or cost to the Member which was not existing at the time of termination.

(a) Resignation: Members may resign from the Club at any time by giving written notice to the Club setting forth the prospective effective date of the Member's resignation. (or if none, then when received), and by paying all dues and charges for which the Member is liable through the effective date of the Member's resignation. Following the effective date of the Member's resignation, and fill payment of dues and charges then due and payable, the Member shall not thereafter be subject to any dues or charges.

(b) Failure to Meet Membership Requirements: In the event that (i) a Manalapan Member, or the owner of real property in the Town of Manalapan, fails or ceases to own real property in the Town of Manalapan, Florida or (ii) a Lessee member ceases to lease real property in the Town of Manalapan, Florida from a Manalapan Member, the associated membership shall be immediately forfeited and all outstanding dues and expenses shall become immediately payable to the Club or Hotel, as applicable.

(c) Death: In the event of a Manalapan Member's or Non-Manalapan Member's death, the surviving spouse or acknowledged life-partner shall thereupon automatically succeed to all the rights and privileges of the deceased Member without payment of any charge or other fee by reason of the transfer of membership itself. However, if applicable, the surviving spouse shall be subject to annual dues and other charges. With respect to the death of a Manalapan Member designated by a non-individual owner of a parcel located in the Town of Manalapan, Florida, the owner of the parcel shall designate a new Manalapan Member. This provision shall not apply to Lessee Members, whose membership shall terminate upon the member's death.

(d) Non-Payment: Any Member whose Club account remains unpaid for a period of thirty (30) days after the date on which a statement was sent shall be considered past due. Any Member whose Club account remains unpaid for a period of thirty (30) days after the date on which a statement was sent shall be provided written notice of such delinquency and potential for termination of membership. If such delinquency is not cured within thirty (30) days of such notice, such Member's membership shall be automatically terminated without further action of the Board or the Club, and the Club shall provide notice of such termination to the terminated member.

(e) Suspension and Expulsion: Any Member who has committed any violation of these Bylaws, including a violation of the Policies and Procedures of the Club, or the rules and regulations of the Hotel, or has engaged in conduct unbecoming a Member or any conduct which tends to be against the best interest of good governance of the Club, may be suspended or expelled from the Club. Prior to any suspension or expulsion, the Member shall be provided: (i) written notice of the conduct at issue at least fifteen (15) days in advance of any Board vote; (ii) an opportunity to respond to such conduct in writing; and (iii) a written decision of the Board stating the grounds for any suspension or expulsion. Additional procedures for suspension or expulsion of members may be established in the Policies and Procedures of the Club.

Section 3.6 Transfer of Membership. Membership is not property, and no property rights in membership shall exist. In no event may any Club membership be transferred except for the limited purpose set forth in Section 3.5(c) above. Any attempt to transfer a Club membership shall result in the termination of the membership.

Article IV

Club Guests:

Section 4.1 Each Manalapan, Lessee and Non-Manalapan Member is permitted to bring into the Club and onto the Hotel premises no more than four (4) guests (not qualifying as "Immediate Family") per day, except for the weeks of President's Day, Easter, Thanksgiving and Christmas, when permission from the Hotel General Manager is required to use the Hotel Facilities, except for the Hotel's food and beverage facilities and the Club Room for which, subject to availability, there shall be no limitation on the number of guests. On occasion, a member may desire to bring more than the allotted number of guests to use the Hotel Facilities, in which case the member shall obtain prior approval of the Hotel General Manager at least 24 hours in advance, which approval will not be unreasonably withheld. In no event may any single individual enjoy guest status more than five (5) times during any twelve (12) months period (other than the Hotel's food and beverage facilities and the Club Room for which there shall be no such limitation). Said guests shall be accompanied at all times by a Manalapan, Lessee or Non-Manalapan Member. Said guests shall be afforded the use of the Club and Hotel Facilities on the same basis as Manalapan, Lessee and Non-Manalapan Members. Manalapan, Lessee and Non-Manalapan Members shall be responsible for the respective guests' conduct and Hotel charges, and for any damage caused by any such guest while in the Club or on Hotel premises. Manalapan, Lessee and Non-Manalapan Members shall also be responsible for informing their respective guests of Club and Hotel rules and regulations and for insuring that any such guest adheres to those rules and regulations.

Article V

Club- Management:

Section 5.1 Operation of the Club. The operation and management of the Club shall be vested in every respect in the Board. The Board is authorized and empowered to adopt, promulgate, and enforce Policies and Procedures governing the use of the Club, and every Manalapan, Lessee and Non-Manalapan Member and his or her guests and Immediate Family are subject thereto and shall abide thereby. In addition, every Manalapan, Lessee and Non-Manalapan Member, his or her guests and Immediate Family, are subject to and must abide by the rules and regulations of the Hotel, as may be updated by the Hotel from time to time. The Club Manager's salary and the cost for the operations of the Club (the "Expenses") shall be paid for from the revenue of Club, including dues collected from Non-Manalapan members. The Treasurer or Club Manager shall submit a budget to the Board for review and approval by the Board at the Annual Meeting (as described in Section 8.7) (the "Annual Budget"). The Annual Budget must indicate expected revenue and expenses for the upcoming Season. Categories of expenses, including a line-item for cash reserves, to be reflected in each Annual Budget shall include those reflected in the Policies and Procedures. If the proposed budget is not approved by the Board at the Annual Meeting, the Club shall be authorized to incur only those Expenses reasonably necessary to (i) satisfy existing contractual obligations, (ii) meet payroll and benefits obligations, and (iii) maintain ongoing operations in the ordinary course, until such time as an Annual Budget is approved by the Board; provided, however, that in no event shall the Club's Expenses exceed those Expenses approved in the Annual Budget. In the event that the Club's Expenses exceed the revenues for any year, the Club shall pay any and all such excess expenses with existing cash reserves, if any, in order to meet the requirements of the Annual Budget approved for such year and eliminate any shortfall therein to the extent possible (the "Balancing Payments"). Should the Club not have sufficient cash reserves to make the Balancing Payments, Owner guarantees that it will pay reasonable Club Expenses remaining following payment of the Balancing Payments, which have been approved by the Board, including the salary of the Club Manager.

Section 5.2 Payment of Dues and Charges. All dues and charges billed to Manalapan, Lessee and Non-Manalapan Members are due and payable at the Club office located within the Hotel. Manalapan, Lessee and Non-Manalapan Members are expected to pay their Club account promptly upon receipt of a Club statement. Delinquency and termination for non-payment shall be governed by Section 3.5(d) of these Bylaws, and in the Policies and Procedures, as applicable.

Section 5.3 Club Manager. The Hotel shall dedicate to the Club the services of one employee of the Hotel to oversee the operations of the Club on a full-time, year-round basis (the "Club Manager"), provided that the Hotel and the Club shall collaborate in outlining particular needs of the Club. The Class II Directors shall have reasonable input in establishing the job description and duties of the Club Manager as they relate to the Club, and the Hotel shall consider any such input in good faith. The Club Manager shall at all times remain an employee of the Hotel, and not of the Club, and the Hotel shall retain sole and exclusive authority and discretion over all matters relating to the employment relationship, including, without limitation, hiring, termination, compensation (in consultation with the Board), benefits, payroll practices, tax withholding, scheduling, supervision, personnel policies, and other terms and conditions of employment. The Club, subject to the Club's approved Annual Budget, shall allocate and reimburse to the Hotel ninety percent (90%) of the Club Manager's salary. From time to time the Club may make written request to the Hotel to replace the Club Manager based upon any non-discriminatory reason, and the Hotel shall consider any such request, in its reasonable discretion.

Article VI

Capital Stock:

<u>Section 6.1</u> Classes of Shareholders. There shall be two (2) classes of shareholders: The Class I Shareholder and Class II Shareholders.

<u>Section 6.2</u> Issuance of Class I Shares. The Class I Shareholder is the Owner or Its assignee. The Class I Shares represent the entire ownership of the equity, assets and other value of the Club.

<u>Section 6.3</u> Certificates for Share of Class I Stock. The holder of Class I Stock ("Class I Shareholder") shall be entitled to a certificate, signed by any two (2) Officers of the Club, stating the name of the registered holder, the number of shares represented thereby, the par value of the shares, and whether such shares have been fully paid and are not liable to any further call or assessment. Such certificates shall be in the same form as may be approved by the Officers signing the same, and shall meet all statutory requirements. There shall be a total of 100 Class I Shares, all of which are to be held by the Class I Shareholder.

<u>Section 6.4</u> Voting Rights to Shares of Class I Stock. The Class I Shareholder shall be entitled to one (1) vote for each share standing in his or her name on the books of the Club; provided, however, that treasury shares and subscribed but un-issued shares, if any, shall not be voted.

Any action required by law to be taken at a meeting of the Class I Shareholder, or any action which may be taken at a meeting of the Class I Shareholder, may be taken without a meeting if, prior to such action, a consent in writing, setting forth the action so taken, shall be signed by the Class I Shareholder , and such written consent is filed with the minutes of the proceedings of the Class I Shareholder. Such consent shall have the same effect as a unanimous vote of the Class I Shareholder, and may be stated as such in any Articles or documents filed with the Secretary of State.

<u>Section 6.5</u> Transfer of Share of Class I Stock. Class I Stock shall be transferable only on the books of the Club upon surrender of the certificate or certificates representing same, properly endorsed by the registered holder or by his duly authorized attorney, such endorsement or endorsements to be witnessed by one witness.

<u>Section 6.6</u> Issuance of Class II Shares. Upon acceptance and approval of a Manalapan Member or Non-Manalapan Member application and payment of the initiation fee, if any, and the first year's annual dues, if any, the new Manalapan Member or Non-Manalapan Member, as the case may be, shall be issued one (1) Class II share of stock, which shall not be certificated. Class II Stock shall have no value whatsoever, and an owner or possessor of Class II stock shall have no equity in the Club's assets or any claim to or lien upon those assets Ownership or possession of Class II stock merely affords the owner or possessor and that person's Immediate Family the rights of a Manalapan Member or Non-Manalapan Member, as the case may be, and certain voting rights as set forth in these Bylaws. In no event shall Lessee Members own or possess Class II shares of stock. Upon expiration or termination of a Manalapan Membership or of a Non-Manalapan Membership, the Member's Class II stock shall be deemed null and void and the certificate evidencing its existence shall be promptly returned to the Secretary.

Section 6.7 Voting rights of Class II Stock. At every meeting of the Class II Shareholders and only at the meeting of the Class II Shareholders, every Class II Shareholder shall be entitled to one (1) vote for each share standing in his name on the books of the Club.

Any action which may be taken at the meeting of the Class II Shareholders, may be taken without a meeting if, prior to such action, a consent in writing, setting forth the action so taken, shall be signed by all of the Class II Shareholders entitled to vote with respect to the subject thereof, and such written consent is filed with the minutes of the proceedings of the Class II Shareholders. Such consent shall have the same effect as a unanimous vote of the Class II Shareholders, and may be stated as such in any Articles or documents filed with the Secretary of State.

Section 6.8 Transfer of Share of Class II Stock. Except as expressly provided in Section 3.5(c) above. Class II Stock is non-transferable. Any attempt to transfer Class II stock shall render any such share null and void.

Article VII

Meetings of Shareholders:

Section 7.1 Place of Meeting. All meetings of the Class I Shareholder, be it the Annual Meeting or a Special Meeting, may be held at any location, as may be designated from time to time by the Class I Shareholder, to the fullest extent permitted by applicable law. All meetings of the Class II Shareholders shall be held in the Town of Manalapan, Florida, and shall be specified in the respective notices or waivers of notice thereof, or proxies to represent Shareholders thereat.

Section 7.2 Annual Meeting of Class I Shareholder. The Annual Meeting of the Class I Shareholder for the appointment of Directors, the selection of the Chairman of the Board, and for the transaction of such other business as may property come before the meeting, shall be held within five (5) months after the close of each fiscal year of the Club (said fiscal year shall begin on the first day of January in each year and end on the last day of December next following).

Section 7.3 Annual Meeting of Class II Shareholders. The Annual Meeting of the Class II Shareholders for the election of the Class II Directors , Officers (other than the Chairman of the Board) and for the transaction of such other business as may properly come before the meeting, shall be held within five (5) months after the close of each fiscal year of the Club (said fiscal year shall begin on the first day of January in each year and end on the last day of December next following).

Section 7.4 Special Meetings. Special Meetings of the Class I Shareholder may be called by the Class I Shareholder.

Section 7.5 Notice of Meetings. Notice of each meeting of the Shareholders (Whether Class I or Class II) shall be given to each Shareholder of record entitled to vote at such meeting at least ten (10) days but not more than sixty (60) days before the day on which the meeting is to be held. Such notice shall be given by telephone, electronic mail or other form of electronic communication or by delivering a written or printed notice personally or by mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the Shareholder at the address of such Shareholder as it appears upon the stock record books of the Club, or at such other address as such Shareholder shall have provided to the Club for such purpose. No publication of any notice of a meeting of Class I or Class II Shareholders, as the case may be, shall be required. Every such notice shall state the time and place of the meeting, and, in the case of a Special Meeting, shall state the purpose or purposes. Notice of any meeting of the Shareholders shall not be required to be given to any Shareholder who shall attend such meeting in person or by proxy or who shall waive notice thereof in a manner hereinafter provided. Notice of any adjourned meeting of the Shareholders (whether Class I or Class II) shall not be required to be given. Notice of the time, place and purpose of any meeting of the Shareholders may be waived in writing by any Shareholder either before or after such meeting. Attendance in person, or in the case of a meeting of any Shareholder's, by proxy, at a meeting of the Shareholders shall be deemed to constitute a waiver of notice thereof.

Section 7.6 Addresses of Shareholders. The address of any Shareholder (whether Class I or Class II) appearing upon the records of the Club shall be deemed to be the same address as the latest address of such Shareholder (whether Class I or Class 11, as the case may be) appearing on the records maintained by the Secretary of the Club.

Section 7.7 Proxies. A Shareholder (Class I or Class II, as the case may be) may vote, either in person or by proxy executed in writing by the Shareholder (Class I or Class II, as the case may be), or a duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless a longer time is expressly provided therein.

Section 7.8 Quorum. At any meeting of Class I Shareholder, a majority of the shares of the Stock outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum. At any meeting of the Class II Shareholders, one-third of the shares of the Class II Stock outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum.

Section 7.9 Voting Lists. The Secretary of the Club, with the assistance of the General Manager, shall make, at least five (5) days before each election of Directors, a complete list of the Class I Shareholder entitled by the Bylaws to vote at such election, arranged in alphabetical order, with the address and number of shares entitled to vote held by each, which list shall be on file at the principal office of the Club and subject to inspection by any Shareholder (whether Class I or Class II) during the holding of such election. The original stock register or transfer book, or a duplicate thereof kept in the office of the Class I Shareholder with a copy at the Club , shall be the only evidence as to who are the Shareholders (Class I or Class II, as the case may be) entitled to examine such list, or the stock ledger or transfer book or to vote at any meeting of the Shareholders (Class I or Class II, as the case may be).

Section 7.10 Taking Action by Consent. Any action which may be taken at a meeting of the Shareholders (Class I or Class II, as the case may be) may be taken without a meeting if, prior to such action, a consent in writing, setting for the action so taken, shall be signed by all of the Shareholders entitled to vote with respect to the subject matter thereof, and such written consent is filed with the minutes of the proceedings of the Shareholders (Class I or Class II, as the case may be).

Section 7.11. Electronic Participation. Shareholders (whether Class I or Class II) may participate in any meeting of the Shareholders of their respective class by means of communications technology through which all Shareholders participating may simultaneously hear each other during the meeting, provided that such technology permits verification of each participant's identity and permits each participant to vote. A Shareholder participating by such means shall be deemed present in person at such meeting.

Article VIII
Board of Directors

Section 8.1 Number of Directors. The Board shall consist of thirteen (13) Directors. In addition, the Hotel's on-site General Manager shall serve as an "Adjunct Director" for advisory purposes only. The Adjunct Director shall have no voting authority.

Section 8.2 Appointment/Election of Directors. There shall be thirteen (13) Directors. Nine (9) of the Directors, whether or not Members of the Club, shall be appointed by the Class I Shareholder (the "Class I Directors"). The remaining four (4) Directors shall be composed of at least three Manalapan Members (or the spouse or life partner of a Manalapan Member) (with the fourth director being either a Manalapan Member (or the spouse or life partner of Manalapan Member) or a Non-Manalapan Member), nominated and elected by the Class II Shareholders or appointed to fill a vacancy in accordance with Section 9.5 (collectively, the "Class II Directors"); provided, however, that a Manalapan Member and his or her spouse or life partner shall not be eligible to serve as a Class II Director simultaneously, with the exception of those Directors serving at the time these Bylaws are adopted. The Class II Shareholders shall have the right to nominate candidates for election to the Class II Director seats in accordance with the Policies and Procedures.

Section 8.3 Term of Directors. All Directors elected by the Class II Shareholders shall serve a one (1) year term and shall be elected at the applicable annual meeting of the Class II Shareholders. All Directors appointed by the Class I Shareholder shall serve at the pleasure of the Class I Shareholder.

Section 8.4 Powers Responsibilities and Authority of the Board. The Board shall have the following powers, responsibilities and authority: (i) to conduct and manage the business and affairs of the Club; (ii) to set initiation fees and the annual dues for the Non-Manalapan members; (iii) to make and enforce Policies and Procedures, not inconsistent with these Bylaws which affect the operational activities of the Club; (iv) to do anything and everything it deems expedient to carry out the purposes of the Club, (v) to be the final authority in matters of construction or interpretation of the Policies and Procedures affecting the Club, and its decision shall control and be binding in such matters; (vi) to have the sole power and authority to suspend or expel any Member for the reasons set forth in Section 3.5 of these Bylaws; (vii) to control and regulate the use of the Club and Hotel Facilities by Members and guests of Members; And (vii) to adopt , and Policies and Procedures, concerning the conduct of Members and Members' guests; and (ix) to hire employees of the Club.

Section 8.5 Chairman of the Board. The Chairman of the Board shall be appointed by the Class I Shareholder.

Section 8.6 Insurance of Directors and Officers. The Club, through the Hotel's policies, shall maintain a policy of Directors and Officers insurance covering the Directors and Officers for their actions pertaining to the Club.

Section 8.7 Board Meetings.

(a) Annual Meetings. The Board of Directors shall meet each year promptly after the Annual Meeting of the Class I Shareholder, at a location to be determined in the discretion of the Chairman of the Board, for the purpose of organization, election of Officers, and consideration of any other business that may properly be brought before the meeting. The Class I Shareholder shall be permitted to attend any and all Annual Meetings and Special Meetings of the Board.

(b) Special Meeting. Special meetings of the Board may be called at any time by a Class I Shareholder, the Chairman of the Board, the President or Vice President. The President shall be, required to call a special meeting of the Board upon receipt of a written request of five Directors. Notice of such a Special Meeting shall be sent by the Secretary to the Class I Shareholder and to each Director at his or her residence or usual place of business by mail, email or facsimile at such time that, in regular course, such notice would reach such place not later than during the second day immediately preceding the day for such meeting; or may be delivered by the Secretary to the Class I Shareholder or Director personally at any time during such second preceding day. In lieu of such notice, the Class I Shareholder or Director may sign a written waiver of notice either before the time of the meeting, at the time of the meeting, or after the time of the meeting.

(c) Notice of Meetings. Notice of each meeting of the Directors (Whether Class I or Class II) shall be given to each Director at least ten (10) days but not more than sixty (60) days before the day on which the meeting is to be held. Such notice shall be given by telephone, electronic mail or other form of electronic communication or by delivering a written or printed notice personally or by mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the Director at the address as such Director shall have provided to the Club for such purpose. Every such notice shall state the time and place of the meeting, and, in the case of a Special Meeting, shall state the purpose or purposes. Notice of the time, place and purpose of any meeting of the Directors may be waived in writing by any Director either before or after such meeting. Attendance in person at a meeting of the Directors shall be deemed to constitute a waiver of notice thereof.

(d) Place of Meetings. Other than the Annual Meetings of the Class I Shareholder, the Directors shall hold their meetings and keep the books of the Club (except as may be provided by law) in the Town of Manalapan at the Club site at the Hotel or such other location as determined in the discretion of the Chairman of the Board.

(e) Quorum. A majority of the actual number of Directors elected and qualified, from time to time, shall be necessary to constitute a quorum for the transaction of any business. Directors may participate by means of communications technology, as provided for in Section 8.7(h), The act of a majority of the Directors present at a meeting at which a quorum is exists, shall be the act of the Board, unless the act of a greater number is required by the Act, by the Articles of Incorporation, or by the Bylaws. A Director, who is present at a meeting of the Board, at which action on any Club matter is taken, shall be conclusively presumed to have assented to the action taken, unless; (i) his or her dissent shall be affirmatively stated before the adjournment of such meeting, and entered by the Secretary of the meeting in the minutes of the meeting; or (ii) his or her written dissent to such action shall be filed with the Secretary before or immediately after the adjournment of such meeting; or (iii) his or her dissent is otherwise permitted under Section 607.0824, Florida Statutes. The right to dissent shall not be available, to any Director who voted at the meeting in favor of such action .

(f) Action by Consent. Insofar as permitted by law and unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if prior to such action a written consent thereto is signed by all Directors and such written consent is filed with the records of the Club. Such written consent may be signed using an "electronic signature" as defined by the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. §§ 7001-7031) and any other similar state laws based on the Uniform Electronic Transactions Act, and such electronic signature shall have the same force and effect as a written signature and delivered by facsimile, e-mail, electronic signature platform (such as DocuSign), or other means of electronic transmission.

(g) Removal. (a) Any Board Member appointed by the Class I Shareholder may be removed, either for or without cause, at any Meeting of Class I Shareholder called for that purpose ; (b) any Board Member elected by the Class II Shareholders may be removed, either for or without cause, at any Special Meeting of Class II Shareholders of record present in person or by proxy and entitled to vote for the election of Directors, if notice of the intention to act upon which matter shall have been given in the notice calling such meeting. If the notice calling such meeting shall so provide, the vacancy caused by such removal may be filled at such meeting by vote of a majority of the Class II Shareholders present and entitled to vote for the election of Board Members.

(h) Director Vacancies. Any vacancy occurring in the Board of Directors may be filled as follows: (i) a vacancy among the Class I Directors may be filled by the Class I Shareholder; and (ii) a vacancy among the Class II Directors may be filled by the Class II Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

(i) Electronic Participation. Any meeting of the Board (whether a meeting of the Class I Directors or Class II Directors) may take place by means of communications technology through which all Directors participating may simultaneously hear each other during the meeting, provided that such technology permits verification of each participant's identity and permits each participant to vote. A Director participating by such means shall be deemed present in person at such meeting.

Article IX

The Officers:

<u>Section 9.1</u> Number. The Officers of the Club (the "Officers") shall consist of the Chairman of the Board, the President, Vice Presidents, a Treasurer, and a Secretary. Any two or more offices may be held by the same person except the duties of the President and Secretary shall not be performed by the same person.

<u>Section 9.2</u> Election, Term of Office and Qualification. The Chairman of the Board shall be chosen annually by the Class I Shareholder, and all other Officers shall be chosen annually by the Class II Directors from among the Class II Directors; provided, however, that the President shall at all times be a Manalapan Member. Each Officer shall hold the office for a term of one (1) year, and shall serve thereafter until his or her successor is elected and qualified at the annual meeting of the Board of Directors, or shall have been removed in the manner hereinafter provided. Officers may be re-elected (or re-appointed in the case of the Chairman of the Board) for an unlimited number of terms.

<u>Section 9.3</u> Removal. Any Officer, with the exception of the Chairman of the Board, may be removed, either with or without cause, at any time, by the vote of a majority of the Class II Directors, at a Special Meeting called for that purpose and in compliance with the same procedural requirements set forth in Article VIII, Section 8.7 of these Bylaws. The Chairman of the Board may only be removed by the action of the Class I Shareholder.

<u>Section 9.4</u> Resignations. Any Officer may resign at any time by giving written notice to the Board of Directors, or to the President or the Secretary. Such resignation shall take effect at the prospective time specified therein (or if none, then when received), and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

<u>Section 9.5</u> Vacancies. Any vacancy in any Office (with the exception of the Chairman of the Board), or any vacancy in the full number of Class II Directors allowed, because of death, resignation, removal, or any other cause shall be filled for the unexpired portion of the term by a majority vote of the Class II Directors at a Special Meeting called for that purpose.

<u>Section 9.6</u> The Chairman of the Board. The Chairman of the Board shall preside at all meetings of the Board of Directors, if present, and shall, in general, perform all duties incident to the office of the Chairman of the Board and such other duties as, from time to time, may be assigned to him or her by the Board of Directors or by the Class I Shareholder.

<u>Section 9.7</u> The President. The President, shall have active executive management of the operations of the Club, subject however to the control of the Board of Directors. He or she shall, in general, perform all duties incident to the office of President and such other duties as, from time to time, may be assigned to him or her by the Board of Directors.

<u>Section 9.8</u> The Vice President. The Vice President shall have such powers and perform such duties as the President may from time to time delegate to him or her. At the request of the President, the Vice President may, in the case of the absence or inability to act of the President, temporarily act in his or her place.

<u>Section 9.9</u> The Secretary. The Secretary shall: (i) keep or cause to be kept in books Provided for that purpose the minutes of the meetings of the Shareholders and of the Board of Directors; (ii) see that all notices are duly given in accordance with the provisions of this Code of Bylaws and as required by law; (iii) the custodian of the records of the Club, the execution of which on behalf of the Club is duly authorized in accordance with the provision of this Code of Bylaws; and (iv) in general, perform all duties incident to the Office of the Secretary and such other duties as may, from time to time, be assigned by the Board of Directors or by the President.

<u>Section 9.10</u> The Treasurer.

(a) The Treasurer shall: (i) be the financial officer of the Club; (ii) have charge and custody of, and be responsible for all funds of the Club and deposit all such funds in the name of the Club in such banks, trust companies or other depositories as shall be selected by the Board of Directors; (iii) receive and give receipts for monies due and payable to the Club from any source whatsoever, and (iv) in general, perform all the duties incident to the Office of Treasurer and such other duties as from time to time may be assigned by the President.

(b) The Treasurer shall render to the Board, the President and the Shareholders (both Class I and Class II) whenever the same shall be required or shall be requested by either the President, the Chairman of the Board or the Class I Shareholder, and account of all of his or her transactions as Treasurer and of the financial condition of the Club.

Article X

Special Corporate Acts.

<u>Section 10.1</u> Execution of Checks, Drafts and Orders for the Payment of Money. Unless otherwise directed by the Board of Directors, or unless required by law, all checks, drafts, bills of exchange and orders for the payment of money of the Club shall be signed by any one of the following officers: Chairman of the Board, President or Treasurer. The Board of Directors may designate such other Officers and/or employees of the Club other than those Officers named above or different combinations of such Officers and employees of the Club who may, in the name of the Club, execute on its behalf checks, drafts and orders for the payment of money. Any check, draft and/or order for the payment of money exceeding the amount of $15,000 shall require the signature of two of the designees above.

<u>Section 10.2</u> Execution of Deeds, Contracts, Notes, Mortgages, Guaranties, etc. Unless otherwise directed by the Board or unless otherwise required by law, all deeds, mortgages, notes and guaranties made by the Club and all other written contracts and agreement to which the Club shall be a part, shall be executed in the name of the Club by the Chairman of the Board. Only if required by applicable law shall the Secretary or an Assistant Secretary attest the signature of the party executing the instrument on behalf of the Club and only when required by applicable law shall the corporate seal be affixed thereto.

Article XI

Amendment of Bylaws

<u>Section 11.1</u> The Articles of Incorporation and the Bylaws of the Club may be amended at any time by a vote of the Class I Shareholder subject, however, to the full discretionary approval of the Town of Manalapan as set forth in the PUD Agreement and in the Schedule of Hotel and Club Operating Covenants, as said agreements may from time to time be amended, revised, and/or restated.

Article XII

Indemnification.

Section 12.1. <u>Indemnification of Directors and Officers</u>. The Club shall indemnify, to the fullest extent permitted by applicable law, any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by, or in the right of, the Club), by reason of the fact that he or she is or was a Director or Officer of the Club, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Club and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful, to the fullest extent permitted by Section 607.0850, Florida Statutes, as amended from time to time.

Section 12.2. <u>Indemnification in Derivative Actions</u>. The Club shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the Club to procure a judgment in its favor, by reason of the fact that he or she is or was a Director or Officer of the Club, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Club, to the fullest extent permitted by Section 607.0851, Florida Statutes, as amended from time to time; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper.

Section 12.3. <u>Advancement of Expenses</u>. Expenses (including attorneys' fees) incurred by a Director or Officer in defending any civil, criminal, administrative, or investigative action, suit, or proceeding may be paid by the Club in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of such Director or Officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Club as authorized in this Article XII, all in accordance with Section 607.0852, Florida Statutes, as amended from time to time.

Section 12.4. Non-Exclusivity of Rights. The indemnification and advancement of expenses provided by this Article XII shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. The Club may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Club against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Club would have the power to indemnify such person against such liability under the provisions of this Article XII or applicable law.

Section 12.5. Limitation of Liability of Directors. To the fullest extent permitted by Section 607.0831, Florida Statutes, as amended from time to time, a Director of the Club shall not be personally liable to the Club or its shareholders for monetary damages for any statement, vote, decision, or failure to act regarding corporate management or policy, unless such Director breached or failed to perform his or her duties as a Director and such breach or failure constitutes: (i) a violation of the criminal law, unless the Director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful; (ii) a transaction from which the Director derived an improper personal benefit; (iii) an unlawful distribution under Section 607.0834, Florida Statutes; (iv) in a proceeding by or in the right of the Club or a shareholder, conscious disregard for the best interest of the Club or willful misconduct; or (v) in a proceeding by or in the right of a third party, recklessness or an act or omission committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Article XIII

Miscellaneous Provisions

Section 13.1. Books and Records. The Club shall keep as permanent records: (i) minutes of all meetings of its shareholders and Board of Directors; (ii) a record of all actions taken by the shareholders or Board of Directors without a meeting; (iii) a record of all actions taken by a committee of the Board of Directors; (iv) appropriate accounting records; and (v) a record of its shareholders, including names and addresses and number and class of shares held by each. The Club shall maintain its records in written form or in a form capable of conversion into written form within a reasonable time. A shareholder shall be entitled to inspect and copy the records of the Club in accordance with Sections 607.1601 and 607.1602, Florida Statutes.

Section 13.2. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive payment of any dividend or distribution, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may fix in advance a record date, which shall not be more than seventy (70) days before the meeting or action requiring such determination. If no record date is fixed by the Board of Directors, the record date shall be determined in accordance with Section 607.0707, Florida Statutes.

Section 13.3. These Amended and Restated Bylaws shall be effective as of ___________, 2026, replacing all prior Bylaws of the Club, as amended from time-to-time.

TOWN OF MANALAPAN
AGENDA ITEM SUMMARY

Meeting Date: August 11th, 2026

Agenda Item No.: RA. b.ii.

Agenda Item Name: New Guardhouse construction bid authorization discussion

BACKGROUND:

At its April 14th, 2026 Town Commission Meeting, The Commission approved the proposed guardhouse design by Architects Currie, Sowards, Aguila Architects. Town staff put out the bid for construction that closes on 8/21/2026. This agenda item asks the Town Commission to authorize and/or direct the Town Manager to finalize a contract with the low bidder in an amount not to exceed the budgeted $150,000.

MOTION:

- Move to authorize/direct the Town Manager to finalize a contract with the low bidder in an amount not to exceed $150,000.

ATTACHMENTS:

- n/a

TOWN OF MANALAPAN
AGENDA ITEM SUMMARY

Meeting Date:	August 11th, 2026
Agenda Item No.:	RA. b.iii.
Agenda Item Name:	Mock Roos discussion surrounding potential water utility partners

<u>BACKGROUND:</u>

At its July 14th, 2026, meeting, the Town Commission discussed current utility rates, and the Commissioners requested Town Staff present work to find out what other water utility sources may be available to the Town. John Cairnes from Mock, Roos & Associates will discuss possible options to investigate and get clearer direction from Commissioners.

<u>MOTION:</u>

- n/a

<u>ATTACHMENTS:</u>

- n/a