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**Reply to
Orlando Office**

August 29, 2016

Julington Creek Plantation
CDD Board of Supervisors
c/o Mr. Craig Wrathell
President & Partner
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

**RE: Angela Palmieri Investigation Report
Matter No.: 51063**

The law firm of dBKSMN, LLP, was retained to conduct an investigation into allegations of mismanagement, retaliation and unlawful discrimination by the General Manager, Angela Palmieri, of the Julington Creek Plantation Community Development District (hereinafter referred to as "JCPCDD"). In her role, Ms. Palmieri is responsible for providing general management and social programming for the JCPCDD. (A true and correct copy of General Manager Amenity Agreement, attached as Exhibit "A")

Ms. Palmieri is the President of Elite Amenities, Inc. ("Elite Amenities"). JCPCDD and Elite Amenities employees work together and are assigned to various JCPCDD facilities.

The JCPCDD is unit of local special purpose government in St. Johns County, Florida, that provides financing, operation and maintenance for community infrastructure, including, recreational facilities. The facilities currently maintained by the JCPCDD include, without limitation, a: Recreation Center, Aquatics Complex, Sportsplex and café. These facilities are for

the use and enjoyment of the residents and paid users of Julington Creek Plantation—an unincorporated community in St. Johns County, Florida. Governance of the JCPCDD is overseen by its Board of Supervisors (hereinafter referred to as the “Board”), which is elected by the residents of the capital district through the general election/ballot cycle.

The following individuals were interviewed as part of the investigation: Melissa Posey, Maria Gunter, Scott Miller, Cindy Howell, Josh Powers, Jason Davidson, Kyle Nelson, Odessa Mayer, Kim Harless, Evan Jacob, Tracie Ecker, Monette Scott, Megan Bookstaver, Raquel Vickers, Brian Guthrie, John Pozzi, Daniel Palmeri, and Angela Palmieri.¹ A summary of each interview follows below.

Melissa Posey:

Ms. Posey stated that she was previously employed by Elite Amenities, which she reported as being owned and operated by Angela Palmieri, and also by Ultimate Racing, Inc. (“Ultimate Racing”), which she reported as being owned and operated by Ms. Palmieri’s husband, Sal Palmieri.² Ms. Posey lives in and is a resident of the JCPCDD community.

In early 2015, Ms. Palmieri approached Ms. Posey about her intention to submit a bid on behalf of Elite Amenities for the contract to be the JCPCDD’s General Manager. In doing so, Ms. Palmieri asked Ms. Posey if she would be interested in working with the JCPCDD if Elite Amenities won the bid.

¹ Melissa Posey, Maria Gunter, and Scott Miller were interviewed on June 14, 2016. Cindy Howell, Josh Powers, Jason Davidson, Kyle Nelson, and Odessa Mayer were interviewed on June 15, 2016. Kim Harless, Evan Jacob, Tracie Ecker, Monette Scott, and Megan Bookstaver were interviewed on June 16, 2016. Angela Palmieri was interviewed on June 28, 2016. All witnesses except for John Pozzi, Daniel Palmeri, Raquel Vickers, Brian Guthrie, and Angela Palmieri were interviewed at the Baltram Trail Branch Library, located at 60 Davis Pond Boulevard, Fruit Cove, Florida 32259. Ms. Vickers, Mr. Guthrie, Mr. Pozzi, and Ms. Palmeri were interviewed telephonically. Ms. Palmieri was interviewed in the presence of her legal counsel, Andrew Williams, at the law office of GrayRobinson, 50 N. Laura Street, Suite 1100, Jacksonville, Florida 32202.

² According to the Florida Department of State Division of Corporations, Elite Amenities is owned by Angela and Salvatore Palmieri. Ultimate Racing is owned by, and is the fictitious name for, Elite Amenities. (A true and correct copy of the Fictitious Name Details is attached hereto as Composite Exhibit “B”).

In the spring of 2015, Elite Amenities secured the contract as General Manager of the JCPCDD. Ms. Posey accepted a position, absent a job title, that covered reservations for the events center and front desk work at the Recreation Center. Upon Elite Amenities becoming General Manager, Ms. and Mr. Palmieri fired many of the existing JCPCDD staff.³

Ms. Posey complained that, from the beginning, Ms. Palmieri did not have a sufficient number of staff to cover all of the tasks required to effectively run the JCPCDD.⁴ As such, Ms. Palmieri would direct one person to complete the responsibilities of numerous unfilled positions.

During her tenure working with JCPCDD, Ms. Posey found Ms. Palmieri to be unorganized and she had so “many things on her plate” that her “priorities” were “skewed.” For example, despite Ms. Posey’s suggestion, Ms. Palmieri never developed a safety plan to address emergencies, such as how to locate a missing child. Likewise, as opposed to properly addressing several incidents involving a particular resident, Victor Gonzalez—who would often exhibit erratic behavior by pretending to be a lifeguard or acting aggressively in the fitness room—Ms. Palmieri instead put great effort into purchasing, disseminating and delivering holiday luminaries to residents (which they apparently did not want or need).

In July 2015, Ms. Posey and Debbie Kincaid overheard Charlotte Whitehead complain to Ms. Palmieri that Good Food, Inc. (“Good Food”), the vendor and lessee of the café, had not reimbursed the JCPCDD for alcohol it had purchased for the café. Good Food had entered into an agreement with the JCPCDD to lease the café, which is located in the Recreation Center, for \$100.00 per month. Alcohol was purchased through the JCPCDD’s alcohol license, and Good Food was to reimburse the JCPCDD for any purchased alcohol. By the time that Good Food

³ According to Ms. Posey, many of the existing JCPCDD employees were fired “on the spot” when Elite Amenities secured the General Manager contract, and as a result, many of the remaining employees feared for their jobs.

⁴ After Elite Amenities won the General Manager contract, some of the staff were employees of Elite Amenities and some were employees of the JCPCDD. For purposes of this report, “JCPCDD staff” refers to those employed by both Elite Amenities and the JCPCDD.

discontinued its operations at the café, it was in arrears to the JCPCDD of approximately Seven Thousand Dollars (\$7,000.00). The money has not been repaid to Ms. Posey's knowledge.

Ms. Posey opined that Ms. Palmieri's lack of organization was due to her not having any experience serving in a General Manager capacity over a large venue such as the JCPCDD. Elite Amenities, according to Ms. Posey, is primarily in the business of staffing recreational facilities and country clubs. For example, Queens Harbour Yacht and Country Club is a current client of Elite Amenities.

Ms. Posey said that when Ms. Palmieri took over management of the JCPCDD's facilities, she began making changes before determining the needs and understanding the workings of Recreation Center. As General Manager of the JCPCDD, Elite Amenities was responsible for overseeing the day-to-day operations of the Recreation Center and other amenities available to the residents, which number in the thousands. According to Ms. Posey, Elite Amenities had no such experience.

Ms. Posey said that Ms. Palmieri treats the JCPCDD as a "side business." Elite Amenities continues to service surrounding, unrelated facilities by providing amenity support. As such, Ms. Palmieri is not available to offer her full attention to the JCPCDD.

In line with her comment that the JCPCDD is treated as a "side business," Ms. Posey stated that Ms. Palmieri often directs JCPCDD staff to perform work for the benefit of Ultimate Racing. Ms. Posey described an instance where a front desk staff member, Chase Sumrall, was directed to put together medals and ribbons for Ultimate Racing while working at the front desk of the Recreation Center. Ms. Posey thought this to be improper because the materials were spread all over the desk where residents checked-in.

Next, Ms. Posey complained that Ms. Palmieri selected an inadequate computer software system for the Recreation Center. The new software was for billing and could not handle the large capacity of users. The old software system could log-in residents and their family members, but the new software could not. Furthermore, the staff was not trained on the new software. Instead, they were directed to “play with it.”

Ms. Posey said that during her tenure working with the JCPCDD, Ms. Palmieri did not have a set work schedule. She would sometimes report to work between 9:00-9:30 A.M., but “not consistently.” Ms. Palmieri was not good at responding to e-mails or phone calls when Ms. Posey would try to reach her. Likewise, staff did not receive any feedback on their performance nor any evaluations.

In November 2015, Ms. Posey informed Ms. Palmieri that Kyle Nelson, the then Aquatics Director, was planning to resign because he was exhausted with the lack of organization. According to Ms. Posey, Ms. Palmieri was non-responsive.

Ms. Posey said that she was “constantly” informing Ms. Palmieri of the poor morale amongst the staff, but Ms. Palmieri would respond by stating that she was “being negative.” Ms. Posey further reported that the staff became frightened to say anything critical to Ms. Palmieri, in part, because Ms. Palmieri often told the JCPCDD staff that they would be fired for expressing views critical of the Recreation Center.

On or about January 3, 2016, Ms. Palmieri requested to meet with Ms. Posey. Before their meeting, Ms. Posey began receiving e-mails stating that her JCPCDD credentials had been removed. When they finally met, Ms. Palmieri informed Ms. Posey that she was being fired. In doing so, Ms. Palmieri told Ms. Posey the following: “I don’t think you want to be here. Your husband travels and you don’t want to be here. I don’t think you are a team player.” According

to Ms. Posey, however, she believes that she was fired for being critical of Elite Amenities' running of the JCPCDD's facilities.

Ms. Posey stated that Ms. Palmieri has "set forth a false narrative" for the Board by giving them the impression that many of the employees who were fired or resigned were incompetent. That was not the case, however, according to Ms. Posey. Rather, it was a great loss when employees such as Monette Scott and Tracie Eckers, whom had been with the JCPCDD for approximately nine (9) years, left their employment with the JCPCDD.

With regard to allegations of unlawful discrimination, Ms. Posey said she did not observe any conduct evidencing discriminatory practices.

Maria Gunter:

Ms. Gunter has been employed with the JCPCDD since 2007. She is the Director of Child Watch, which is a department she helped to establish that oversees the camp program.

According to Ms. Gunter, Ms. Palmieri is "very unprofessional." Although she could not describe in detail why she thought Ms. Palmieri was unprofessional, Ms. Gunter did state that Ms. Palmieri giggles during meetings and does not present herself in a professional manner.

Ms. Gunter reported that in the summer of 2015, Ms. Palmieri implemented a new computer software program. The previous software system allowed Ms. Gunter to print receipts for Child Watch participants. The new software no longer allowed Ms. Gunter to print receipts or keep her own payment records, as she had done for several years.

Prior to Elite Amenities taking over as General Manager, Ms. Gunter had a system for registering children for camp, which included a week of responding to questions and accepting payments. Ms. Palmieri, however, implemented a new online registration process through which a child can be registered for camp without payment having to be submitted at the same time.

Instead, registration is completed online and then payment is made at the front desk of the Recreation Center. The new online system does not keep track of those campers who have registered *and* paid. Thus, according to Ms. Gunter, the online registration process allows more children to register for camp than the limited amount of spots available.

Ms. Gunter stated that the new registration system had removed all controls she used to have over the registration and payment process. Under her prior system, Ms. Gunter kept track of which children were registered and *paid*, and she also maintained notes on each camper, such as whether the child had any known allergies.

Ms. Palmieri implemented the new software, camp programs, and registration protocols without speaking with Ms. Gunter to determine how the Child Watch Department operated or to discuss the existing procedures.

Ms. Gunter said that she finds it difficult to contact Ms. Palmieri, that Ms. Palmieri “is hardly at the recreational center,” and the two have had very few interactions.

With regard to retaliation, Ms. Gunter said that in January or February 2016, Ms. Palmieri told her that she had “been hearing gossip about what’s going on and if she finds out your job will be in jeopardy.” Although she was ultimately unsure if Ms. Palmieri used the word “jeopardy,” Ms. Gunter left the meeting having concluded that she would be fired if she spoke to anyone about how the Recreation Center was being run by Ms. Palmieri. Other employees, such as Betty Tully, expressed concerns about being fired too. According to Ms. Gunter, Ms. Tully ended up resigning because she did not want a termination on her work record.

Scott Miller:

Mr. Miller is the Director of Tennis. He has been an employee of the JCPCDD since 2008. After October 1, 2016, Mr. Miller will be an independent contractor, as he is starting a tennis business, and the JCPCDD will be one of his clients.

Mr. Miller was complimentary of Ms. Palmieri, stating that she has improved inter-departmental communications and sets high expectations for her staff. He has never observed an instance where Ms. Palmieri "has been out of line." Although he does not know her work hours, Mr. Miller said that he sees Ms. Palmieri daily.

In a similar fashion, Mr. Miller reported that the complaints about Ms. Palmieri's management style are "not grounded." As explained by him, there are several college students employed with the JCPCDD that become disgruntled when Ms. Palmieri does not give them their way. Mr. Miller also reported that Ms. Palmieri has not threatened any employees for speaking negatively about her or the Recreation Center. Rather, according to Mr. Miller, Ms. Palmieri made a statement in the beginning of 2015 that "[staff] shouldn't be making disparaging comments about the Board of Supervisors or management." Mr. Miller did not interpret the statement as being threatening.

Monette Scott:

Ms. Scott began her employment with the JCPCDD in 2008, which according to her was "before the doors to the Recreation Center opened." In May of 2016, however, Ms. Scott resigned from the JCPCDD.

Ms. Scott worked at the front desk of the Recreation Center. She said that she "loved" her job and intended to work with the JCPCDD until she was "too disabled" to work anymore. In this regard, Ms. Scott specifically stated: "That job was my whole life."

Elite Amenities took over as General Manager in early 2015. Ms. Palmieri did not formally introduce herself to the staff, and she never met with Ms. Scott to ask her about the operations of the front desk. Once Ms. Posey was terminated, the front desk was left without a supervisor or any guidance. A fellow staff member, Tracie Eckers, asked to attend management meetings so that she could learn about new information concerning the front desk, but Ms. Palmieri denied her request. As a result, Ms. Scott would have to seek out a manager to ask about what changes were discussed at the meetings.

Ms. Scott said that it was difficult to contact Ms. Palmieri because her office door was often locked, her telephone extension was kept on "do not disturb" mode, and "for weeks she would be there [only] once a week." When Ms. Palmieri was not on-site there was no one left behind to make decisions. Likewise, Ms. Scott reported that when working the evening shift there was no one to assist her or respond to any questions that she may have while on shift.

In or about May 2016, Ms. Odessa Mayer was hired to work at the front desk of the Recreation Center. She came to Ms. Scott requesting orientation information and also complained about not having received her first pay check. When Ms. Scott could not answer any of her questions, Ms. Mayer seemed frustrated.

According to Ms. Scott, Ms. Palmieri's experience is in staffing recreational facilities, not managing them. Ms. Scott asked Ms. Palmieri to implement a "Code Adam" procedure for children whom were lost at the facility. As a front desk worker, Ms. Scott had to assist families that became separated from one another. Ms. Palmieri, however, did not respond to Ms. Scott's request. Ms. Scott and Ms. Eckers even went to the extent of writing out procedures for the proposed "Code Adam," but Ms. Palmieri never responded to their written proposal.

Ms. Palmieri oversaw the implementation of a new software program, and according to Ms. Scott it was a "disaster." Ms. Scott said that she spoke with Ms. Susan Ullman who told her that she informed Ms. Palmieri the proposed software was not suitable for an amenities center of their magnitude. Nevertheless, the software was installed and immediately failed. As a result, the front desk staff could not check-in children with their parents.

Ms. Scott and others were paid overtime to implement new software, which included re-issuing new access cards to the facilities. Ms. Scott opined that when the total costs of the software and overtime were taken into consideration, it would have been a better use of funds to just have updated the existing software. Ms. Scott did not have financial data to support her conclusion.

In early 2016, Ms. Scott and Ms. Eckers went from being JCPCDD employees to employees of Elite Amenities. In doing so, they no longer received any benefits from the JCPCDD. Ms. Scott and Ms. Eckers asked Ms. Palmieri if they could be assigned additional tasks in return for \$5.00/hr. more in pay. Ms. Palmieri declined their offer but later agreed to an additional \$2.00/hr. Ms. Scott learned of the increase after having received her paycheck, but she was never told that she would receive an increase in pay.

Ms. Scott reported having observed Mr. Sumrall and Kathy Allen performing work for Ultimate Racing while at the front desk of the Recreation Center. In this regard, she specifically saw Mr. Sumrall putting together medals for Ultimate Racing. Ms. Scott also observed Mr. Palmieri pick up Mr. Sumrall, while Mr. Sumrall was supposed to be covering the front desk at the Recreation Center, to attend a meeting with one of Elite Amenities' vendors. Ms. Scott did not recall the vendor's name though.

In October 2015, Ms. Palmieri told the front desk staff: "If I hear gossip, you are out." Ms. Scott was unaware of any other evidence regarding retaliation.

In May 2016, Ms. Scott and Ms. Eckers resigned from their positions. Ms. Scott sent an e-mail to the members of the Board. (A true and correct copy of Ms. Scott's May 16, 2016, e-mail is attached hereto as Exhibit "C"). Ms. Scott told me that she resigned because she became so frustrated with the lack of organization, the software, and lack of training.

Megan Bookstaver:

Ms. Bookstaver was the Assistant Aquatics Director until she resigned on May 18, 2016. Ms. Bookstaver gave two (2) week notice and submitted a letter to the Board detailing the basis for her resignation. (A true and correct copy of Ms. Bookstaver's May 23, 2016, e-mail is attached hereto as Exhibit "D").

According to Ms. Bookstaver, Ms. Palmieri never introduced herself to the staff when Elite Amenities took over as General Manager. Over a year after Ms. Palmieri had been with the JCPCDD, Ms. Palmieri still did not know Ms. Bookstaver by name. During her tenure at the JCPCDD, Ms. Bookstaver rarely saw Ms. Palmieri even though she walked to the Recreation Center at least twenty (20) times a day. She also stated that Ms. Palmieri communicated poorly. For example, Ms. Palmieri decided to change the protocols for swimming lessons but gave the staff only one day's notice.

Ms. Bookstaver told Ms. Palmieri that the newly implemented online payment system was flawed because there were no instructors set for the following day although residents were registering online; there were already lessons scheduled under the previous system which required tending to; and online registration did not define appointment times. As a result, Ms.

Bookstaver feared for her position because Karen (the tennis secretary) told her that “it’s been going around that if you complain about the new payment system, you’ll get fired.”

Ms. Bookstaver reported that on May 18, 2016, Ms. Palmieri called Ms. Bookstaver into her office and said she was hiring Sarah Taelis to replace Mr. Nelson as Aquatics Director. Ms. Palmieri further informed Ms. Bookstaver that she would no longer be allowed to hire staff; she was to cease having office hours; her hours would be cut back; and if she wanted to work more hours it would have to be as a lifeguard. Ms. Palmieri, however, never offered an explanation as to why she was changing Ms. Bookstaver work duties.

Ms. Bookstaver was upset that she was not approached for the position and that the position was not posted as being open. As such, Ms. Bookstaver asked Ms. Palmieri why she hired Ms. Taelis as Aquatics Director when Ms. Bookstaver had already been performing many of the position’s duties. In response, Ms. Palmieri said that Ms. Taelis was an existing employee of Elite Amenities, and that she was familiar with her work.

On May 23, 2016, Ms. Bookstaver went to the eye doctor, and upon arriving to work Ms. Taelis gave her “the silent treatment.” When Ms. Bookstaver went into the office, Ms. Palmieri accused her of refusing Ms. Taelis’ request for help. Ms. Bookstaver denied that was the case. When Ms. Palmieri left, Ms. Bookstaver asked Ms. Taelis whether she needed help. Ms. Taelis said she needed assistance with scheduling; however, when Ms. Bookstaver began to perform the task, Ms. Taelis said to “forget it” and she took it over. Later that evening, Ms. Bookstaver e-mailed the Board about her experience with Ms. Palmieri and to explain why she was resigning.

Finally, Ms. Bookstaver said that she became concerned when she observed Ms. Palmieri direct lifeguards whom were on duty with the JCPCDD to leave and perform lifeguard duties for Elite Amenities’ other vendors. Lifeguards such as Brian Guthrie and Rachel Vinski felt as

though they had to abide by Ms. Palmieri's direction because "she was the General Manager." When they worked for other vendors, they reportedly told Ms. Bookstaver that they were paid via personal check.

Cindy Howell:

Ms. Howell has been employed by the JCPCDD as the House Keeping Manager since 2008. Her office is in the Recreation Center.

In March 2015, Ms. Howell met Ms. Palmieri and her husband, Salvatore Palmieri, when they first came aboard. They discussed current procedures for the House Keeping Department. Since then, contact has been nominal, and she rarely (if ever) sees Mr. Palmieri.

Ms. Howell reported that Ms. Palmieri implemented weekly meetings with the various Department managers when she arrived at the JCPCDD. Outside of those weekly meetings, however, Ms. Palmieri is rarely at the Recreation Center, and Ms. Howell does not know her work schedule. Furthermore, Ms. Palmieri's office door is always closed, and for the last several weeks Ms. Palmieri's telephone has been on "do not disturb mode." According to Ms. Howell, Ms. Palmieri "never" responds to her communications and is "98% non-responsive on what [she] sends to her." For example, Ms. Howell has sent Ms. Palmieri leave requests that have simply gone unanswered for no stated reason.

Ms. Howell described Ms. Palmieri's style as mirroring "shark birth." Ms. Howell said that when a baby shark is born, the baby shark is on its own. Ms. Howell said that Ms. Palmieri will hire a nineteen (19) year old at the front desk and will not ensure that the employee receives proper training. She recalled that Mikala, Melanie, Heidi and Odessa (she could not recall their last names) were all hired and received no training at all. The only "redeeming quality" to Ms.

Palmieri's management style is that it allows Ms. Howell to run her Department without any input. Ms. Palmieri is simply "aloof."

Ms. Howell said that the JCPCDD Manual provides that employees are to receive performance evaluations, but she has yet to receive one. Ms. Howell evaluated her staff and recommended wage increases, which were approved by the Board in August 2015. Ms. Palmieri has refused to implement the wage increases even though Ms. Howell has reminded her to do so for several months. The wage increases for her staff were to go into effect on October 1, 2015. They are not retroactive when not implemented in a timely fashion. Ms. Howell complained that one of her best employees, Tanya Matthews, resigned in part, because she found a position which paid her more. Ms. Howell could not provide evidence that the pay increase would have caused Ms. Matthews to stay; however, she believes it would have made the position more competitive. As a result of Ms. Matthews having resigned, Ms. Howell has had to take on Ms. Matthew's tasks in addition to her own.

Ms. Howell said that she has repeatedly observed JCPCDD staff performing work on behalf of either Ultimate Racing or Ms. Palmieri's other vendors while on JCPCDD property. She observed Mr. Sullman at the front desk putting names on race ribbons. During the period of May through July 2015, Ms. Palmieri's intern, Melissa (last name unknown), worked at the JCPCDD facility, and Ms. Howell overheard her filling lifeguard requests for other clubs and facilities. Ms. Howell also observed e-mails for Elite Amenities' other vendors printed on JCPCDD printers. Tess (last name unknown), an employee of Elite Amenities, was overheard planning a luau event for an Elite Amenities vendor. Ms. Howell was able to identify one such vendor as Queens Harbour.

Next, Ms. Howell complained of the flawed implementation of the new software system. Each Department manager was directed to input residents' information so that they could be issued new access cards. Residents were directed to register online; however, when they came into the Recreation Center their information could not be located in the system.

When asked if she observed or suffered any retaliation, Ms. Howell stated that in early 2015, Mr. Palmieri told her that "gossip is a cancer." Ms. Howell explained that Mr. Palmieri made this comment after he supposedly overheard Cindy Trkula, an employee, say "this place is going to the dogs." Ms. Trkula was in fact making a joke after a resident brought their dog into the facility. During her meeting with Mr. Palmieri, he went on to direct her to curtail the gossip or that "she would be gone."

Approximately one month later, Ms. Palmieri complained in her presence that someone was repeating information from their meetings, and if the identity of the person got back to her, then that person "would be gone." Ms. Howell followed up later that day asking Ms. Palmieri how she should respond if the Board asked her any questions. Ms. Palmieri responded by stating that she wanted the staff meetings to be a "safe zone," and she did not want to feel as though whatever she said may cause her to lose her job. On a separate occasion, and "in all innocence," Ms. Palmieri asked that any responses to inquiries from members of the Board be delayed so Ms. Palmieri could be called into respond to the inquiry.

In the early part of June 2016, Ms. Howell asked Ms. Palmieri how to address a staffing matter (Ms. Howell could not recall the nature of the matter). In response, Ms. Palmieri said "fire them, hire them. That's how I deal with it."

Ms. Howell said that until recently, Ms. Palmieri had failed to hire staff to fill certain positions at the Recreation Center for which Elite Amenities was being paid compensation. As

an example, Ms. Howell said that the Recreation Center went without a staff member to handle events and reservations. As a result, many staff members, including herself, had to assist in events and reservations in addition to their existing duties.

With regard to allegations of mismanagement, Ms. Howell said that under Ms. Palmieri's leadership a company, Good Food, was recommended to lease the café at the Recreation Center. As reported by Ms. Howell, Good Food presently owes the JCPCDD approximately \$10,000.00 in unpaid bills.

Finally, Ms. Howell expressed concern that Ms. Palmieri has not been honest in dealing with her and the Board. Ms. Howell said that she was informed Ms. Palmieri told Alicia Gola (presumably, "Alison Golan"), a Board member, that she did what she could to keep Ms. Scott from quitting by offering her an additional \$5.00/hr. Ms. Howell knows this to be untrue, however, because she spoke to Ms. Scott about the incident.

Likewise, Ms. Palmieri told many of the managers that Ms. Taelis, the newly hired Aquatics Director, was a long-standing employee of Elite Amenities. According to Ms. Howell, Ms. Taelis told Charlotte Whitehead and Debbie Kincaid that she had been employed with Elite Amenities for only three (3) weeks before being hired as the Aquatics Director at the JCPCDD.

Last but not least, Ms. Palmieri purportedly told the Board that she had not rented a truck to disseminate the luminaries to residents when she in fact did rent a truck for that purpose.

As to allegations of unlawful discrimination, Ms. Howell had no concrete information. (A true and correct copy of Ms. Howell's notes are attached as Exhibit "E")

Josh Powers:

Mr. Powers has worked for the JCPCDD for approximately three (3) months and currently serves as the Acting Property Manager. Mr. Powers has three (3) years of property-management experience and twenty (20) years of industrial-maintenance experience.

According to Mr. Powers, he met Ms. Palmieri approximately two (2) years ago. At the time, Ms. Palmieri staffed lifeguards for a local recreational facility in St. Johns County, Florida, he referred to as "Vesta."

Mr. Powers does not know Ms. Palmieri's work schedule at the JCPCDD. He has seen her at "work early" and "at work late," but he does not see her every day. Nevertheless, the two communicate regularly via e-mail.

Mr. Powers believes that Mr. Kyle Nelson, a former JCPCDD staff member, and staff at Vesta were responsible for the existing divisions. Although upon further inquiry, he had no information to support his conclusion.

Within the JCPCDD organization, Mr. Powers believes that Charlotte Whitehead is colluding with Mr. Nelson. According to Mr. Powers, Ms. Whitehead "stirs things up" and if it were up to him she would be terminated immediately.

Mr. Powers met Mr. Palmieri after Mr. Nelson left his employment with the JCPCDD. Mr. Palmieri walked through the facility with Mr. Powers and gave him directions as to improving the grounds.

In regard to relation or discrimination, Mr. Powers stated he had not observed any such conduct by Ms. Palmieri.⁵

⁵ Mr. Powers requested to speak again to supplement his statement and I interviewed him, telephonically, on August 9, 2016. Mr. Powers stated that Ms. Palmieri has since stepped down as General Manager and Heather Elliott, an Elite Amenities employee, is presently serving as the General Manager. Ms. Elliott and Mr. Davidson have made his job unbearable. Mr. Powers said that Ms. Elliott is unnecessarily argumentative and as a result he

Jason Davidson:

Mr. Davidson has been employed by the JCPCDD for seven (7) years and is presently the Sportsplex Manager.

Mr. Davidson said that he “enjoys his boss,” Ms. Palmieri. In fact, she is the first boss that he “likes.” Mr. Davidson further stated that Ms. Palmieri has good vision, and prior to her coming aboard the JCPCDD, the Recreation Center was “a dinosaur.”

According to Mr. Davidson, Ms. Palmieri is present “everyday” at the JCPCDD. He said that he regularly arrives at 8:00 A.M. and that Ms. Palmieri is often right behind him. Mr. Davidson described Mr. Palmieri as “an open book”—one who is receptive to ideas and discussion.

From Mr. Davidson’s perspective, those individuals who have taken issue with Ms. Palmieri are simply upset because they “did not get their way.” For example, he stated that Ms. Whitehead is friends with Mr. Nelson who, according to Mr. Davidson, is employed at Vesta. He said that it “is obvious [to him] that Vesta wants the [JCPCDD] account.” Mr. Davidson further stated that Ms. Whitehead was likely feeding Mr. Nelson negative information about Elite Amenities.

He went on to refer to Ms. Howell as “crazy,” stating that she seems to have an agenda. He contacted her in the past to clean the bathrooms and she was confrontational.

As to the other people who are no longer employed by the JCPCDD, Mr. Davidson referred to them as “disgruntled.” Ed Monney, the former General Manager, “didn’t know what he was doing”; Sue Altman “wasn’t doing her job”; and Betty Tulley “was rough around the

spends more of his day focused on complaints from Ms. Elliott and Mr. Davidson then he focused on his assigned tasks. He also said that lifeguards (many of whom he does not know) repeatedly come to him, requesting direction and supervision. He has referred then to the JCPCDD.

edges.” As to Ms. Posey, he stated that she had a lot of great ideas; however, she refused to accept Ms. Palmieri’s vision and to “fall in line” with it.

According to Mr. Davidson, Ms. Palmieri made it clear that it was inappropriate to contact the Board “over her head” and that “you would have to answer for it.” Nevertheless, Ms. Palmieri did not state that anyone would be fired.

Mr. Davidson reported that he had not observed any retaliatory conduct or discrimination, but he concluded the interview by stating: “I love my family and will do what’s needed to stay employed by the District.”

Kyle Nelson:

Mr. Nelson was the former Facilities Director for the JCPCDD. He resigned months ago after the Board decided to accept bids to fill his previous position as Facilities Director.

Alison Golan, a Board member, informed Mr. Nelson that the Board was interested in hiring someone older with more experience to be the Facilities Director, but the position of Assistant Facilities Director would be an option for him. After speaking with Ms. Golan, Mr. Nelson was offered the Director of Aquatics position by Ms. Palmieri. He resigned shortly thereafter, as the transition would have resulted in a sharp pay cut.

Mr. Nelson described Ms. Palmieri as having a “flex schedule” with the JCPCDD. She worked throughout the week and on weekends but had no set schedule. Mr. Nelson stated that Ms. Palmieri was accessible to him; however, he knew that she was not equally accessible or responsive to other staff members. For example, Ms. Palmieri’s door was often locked, and she would often not respond to Ms. Monette, Ms. Howell, Mr. Davidson, and others. Those individuals would often come to Mr. Nelson when they did not receive a response from Ms.

Palmieri. While he had a different experience with her, Mr. Nelson said that he could agree with others who described Ms. Palmieri as “aloof” and “hands off.”

According to Mr. Nelson, the Board wanted to implement a software system that allowed them more control and provided them more information as to who was using JCPCDD facilities. Ms. Palmieri and Mr. Palmieri selected a software system in response. Upon implementation, it was learned through staff experience that the software was inadequate and did not meet the Board’s desired criteria and goals.

The software would not allow staff to check in a resident’s guests and was constantly crashing. Only one computer could be used to check in residents using the picture-confirmation function. The remaining computers were relegated to checking in residents by scanner, which did not allow the staff to match the scanned information with the user’s picture. Moreover, Ms. Palmieri never scheduled any formal training sessions to learn how to use the new software but instead told the staff to “learn as you go.”

In regard to Ms. Posey, Mr. Nelson stated that she was terminated by Ms. Palmieri because she complained about the software, as Ms. Posey told him that she went to discuss her concerns about the software with Ms. Palmieri. After her termination, Ms. Palmieri stated that Ms. Posey complained too much and Mr. Nelson agreed with her. According to Mr. Nelson, while Ms. Posey’s comments were often legitimate, her complaints were constant.

Although Mr. Palmieri did not observe Ms. Palmieri retaliate against any members of the staff, he stated that Ms. Palmieri could have “handled it better” when she learned that staff members were not following the proper chains of command. During a few management meetings, Ms. Palmieri commented that if she found out who was going over her head that

person would be let go. Mr. Nelson stated he understood Ms. Palmieri's intentions, in that she was trying "to get ahead" of leaked information, but her delivery was not well thought out.

With regard to the JCPCDD café, Mr. Nelson was aware that Good Food, the lessee of the café, had to purchase alcohol through the JCPCDD because it did not have an alcohol license and that Good Food was in turn responsible for reimbursing the JCPCDD. According to Mr. Nelson, Ms. Palmieri did not oversee the amounts due to the JCPCDD for alcohol, and by the time that the Board was informed of monies owed for alcohol, Good Food owed the JCPCDD over seven thousand dollars (\$7,000.00)

Next, Mr. Nelson acknowledged having observed JCPCDD staff, during the period of November 2015 through January 2016, working on projects for Ultimate Racing while at the front desk of the Recreation Center. Mr. Nelson recalled that residents observed staff preoccupied while at the front desk, attempting to handle their assigned tasks plus those for Ultimate Racing, such as putting together race medals. Mr. Nelson stated that it "didn't look good," and staff members did not clock out while performing these tasks.

Mr. Nelson frequently observed Tess, an employee of Elite Amenities, on the premises of the JCPCDD scheduling lifeguards for other recreational facilities, such as Queens Harbour and Dunns Creek. Mr. Nelson is aware of such conduct because he overheard the phone calls.

According to Mr. Nelson, the first time that he was not evaluated while at the JCPCDD was under Elite Amenities' management. He said that a number of Department heads submitted evaluations of their staff to Ms. Palmieri, but she did not evaluate the Department heads. Moreover, she did not implement wage increases that were approved by the Board and were set to go into effect October 1, 2015.

Finally, Mr. Nelson reported not having witnessed such a great amount of staff turnover prior to Elite Amenities being the General Manager, and he attributed some of it to poor communication by management.

Odessa Mayer:

Ms. Mayer is a resident of the JCPCDD. At the end of May 2016, Ms. Palmieri offered her a position at the front desk of the Recreation Center. Ms. Mayer accepted the position but then resigned approximately one (1) month later.

During her interview, Ms. Palmieri was constantly looking at her phone and apologized for being distracted by saying "sorry, I manage 13 properties." Upon asking her about the dress code, Ms. Palmieri responded, stating, she "didn't know." Ms. Mayer was hired on a Saturday, and despite her request, she did not receive a call from anyone until the following Thursday to schedule her first shift.

Ms. Mayer was hired to work at the front desk but was not provided with any training. She was assigned the closing shift on her first day of work but was never trained on any closing procedures. She was also never told whom her supervisor was at the JCPCDD. As such, Ms. Mayer immediately became extremely concerned about the lack of organization.

On her first day, Ms. Mayer asked a co-worker what paperwork she needed to complete in order to get on payroll and in response was referred to "someone." Ms. Mayer then took it upon herself to go to the Recreation Center during the work week to complete the payroll forms but was told by an administrator not "to come before 9:00 A.M. or after 3:00 P.M." Three weeks later, Ms. Mayer continued to go to Recreation Center to complete payroll forms, often requesting to see Ms. Palmieri. She was told, however, that Ms. Palmieri was not there and no one knew when Ms. Palmieri would be at the facility. Staff members such as Kathy, Glenda and

Minal (last names unknown), often told her “Angi’s never here” or they “never saw her in the morning.”

During her short tenure, Ms. Mayer said that she experienced an environment wherein Ms. Palmieri never responded to communications. According to Ms. Mayer, Ms. Palmieri never answered her calls and her voicemail was always “full,” which resulted in Ms. Mayer having to go without any pay. Ms. Mayer recounted a number of instances where she attempted to contact Ms. Palmieri while on duty and did not receive a timely response. For example, soon after her employ, a resident came to the front desk stating he rented a pavilion; however, there was no record of the reservation. She was unable to reach Ms. Palmieri and never received a response by the time she left at the end of her shift. On another occasion, the sewer alarm went off and Ms. Mayer attempted to reach Ms. Palmieri by calling and e-mailing her. Ms. Palmieri returned the call approximately one (1) hour later and told Ms. Mayer to “call John” in the future.”

Ms. Mayer worked during implementation of the new software. She described the software as “clunky,” stating that it was difficult to check in an entire family under the new system. Also when residents scanned their cards, the system did not recognize the scan and did not retrieve their information. Finally, she observed instances where JCPCDD residents that were renting were recorded in the system as owners, thus giving them a ten (10) year expiration period to use the facilities.

During her fourth week of employment, Ms. Mayer told her co-worker, Chelsea, (last name unknown) that she still had not been paid and was still awaiting orientation forms. Later in the week, Ms. Mayer told Chelsea she was quitting, and Chelsea then called Ms. Palmieri to inform her. Ms. Palmieri called back and told Ms. Mayer that she had not received the

orientation forms because “no one knew how to reach her.” Ms. Palmieri concluded the call by instructing Ms. Mayer to write her name and e-mail address on a slip of paper and to put it under the “manager’s door,” which Ms. Mayer did. Upon Chelsea stating that she would follow up with Ms. Palmieri, Ms. Mayer said not to put her on the work schedule until she was processed in the system.

According to Ms. Mayer, on the following Tuesday she returned to the facility to follow up on processing her paperwork and no one knew what she was inquiring about, but she was referred to see Tess. Tess then informed Ms. Mayer that she threw her note away since she did not know why the note had been left under the door. Tess went on to say that she could not tell Ms. Mayer when Ms. Palmieri would be in because she had been ill, and she could not pay Ms. Mayer because Ms. Palmieri wrote the paychecks.

Ms. Mayer followed up with Tess for most of the day. Near the close of business, Tess e-mailed Ms. Mayer the payroll form, but it had the incorrect hourly rate of pay. She then waited for Tess to resend the form, but by that time she had had enough and resigned from the JCPCDD. Ms. Mayer e-mailed Ms. Palmieri indicating the basis for her resignation. (A true and correct copy of a June 8, 2016, e-mail is attached hereto as Exhibit “F”).

Ms. Mayer said that Ms. Palmieri responded to her e-mail apologizing for her frustration, stating: “I wish you would’ve spoken to me.” Nevertheless, Ms. Mayer knew she had reached out to Ms. Palmieri on numerous occasions to which she received no response. At the time of our interview, Ms. Mayer said that she was still owed pay for two (2) days of work.

Kim Harless:

Ms. Harless has been employed with the JCPCDD for approximately ten (10) years. She is presently the Fitness Director and works on the second floor of the Recreation Center.

According to Ms. Harless, Ms. Palmieri is usually at the facility in the morning and then “comes and goes.” She has a good line of communication with Ms. Palmieri and finds her to be responsive.

Ms. Harless stated she has little information concerning Ms. Palmieri’s activities, and the allegations against her, because she spends most of her day on the second floor of the building. Nonetheless, she has not observed staff members performing tasks unrelated to the JCPCDD and has not observed any retaliation or discrimination by Ms. Palmieri. Ms. Harless did recall Ms. Palmieri encouraging staff several weeks ago to follow the chain of command.

Evan Jacobs:

Mr. Jacobs has served as lifeguard for the JCPCDD for the last seven (7) years. He is presently employed by Elite Amenities.

Mr. Jacobs said he does not know Ms. Palmieri’s schedule, and the door to her office is often locked. At the beginning of this summer (2016), a number of the JCPCDD’s lifeguards went without pay for approximately one (1) month because they were waiting for their checks to be processed.

According to Mr. Jacobs, he was offered a supervisor position and was referred to the newly hired Aquatics Director, Ms. Taelis, when he asked Ms. Palmieri to describe his work duties. Upon inquiring with Ms. Taelis, however, she simply referred him back to Ms. Palmieri.

As to retaliation, Mr. Jacobs said that he believes Ms. Palmieri targeted him because his mother, Patricia Jacob, critiqued Ms. Palmieri’s performance. As evidence of such, Mr. Jacob said that he was called into a meeting with Ms. Palmieri on June 10, 2016, at which Ms. Palmieri informed him that Alexis, a co-worker, complained that he had not given her a break during her shift when he had been directed to do so by Ms. Taelis. Mr. Jacobs disputed the allegations

during the meeting, stating that he had in fact approached Alexis (last name unknown) on a number of occasions during her shift because he knew that she was ill, and he offered her water and consistently asked if she was fine. At the conclusion of the meeting, Ms. Palmieri informed him that his recent promotion to supervisor was being withheld although he had already worked four (4) shifts in that capacity. (A true and correct copy of notes taken on June 10, 2016, is attached hereto as Exhibit "G").

Mr. Jacobs asked to reconvene so that Alexis could attend the meeting. When she was called into the meeting, Alexis said that she had not complained about Mr. Jacob, to wit, Ms. Palmieri said there was some "miscommunication." Mr. Jacobs then asked Ms. Palmieri how "a complaint could have been miscommunicated" when, according to Alexis, she had not said anything about him. Ms. Palmieri responded by stating that she didn't want an "Evan witch hunt."

Mr. Jacob reported speaking with a former employee, Ms. Bookstaver, who told him that Ms. Palmieri told her not to return after Ms. Bookstaver e-mailed the Board complaining of Ms. Palmieri's management deficiencies. Finally, Mr. Jacob stated that Ms. Scott resigned from the JCPCDD but was told by Ms. Palmieri not to return after she complained to the Board about Ms. Palmieri.

As to discrimination, Mr. Jacob said that he had not observed any instances of such by Ms. Palmieri.

Tracie Ecker:

On May 20, 2016, Ms. Ecker resigned from her position at the front desk at the JCPCDD Recreation Center after having worked with the JCPCDD for approximately seven (7) years.

Ms. Ecker said that she resigned due to her frustration with Ms. Palmieri because she was not given support and felt overwhelmed under Ms. Palmieri's leadership.

According to Ms. Ecker, she never knew when Ms. Palmieri would be on site. Ms. Palmieri reported to work probably three (3) days per week and never on the weekends. Ms. Ecker said that she often texted Ms. Palmieri and did not receive a response.

Ms. Palmieri did not spend time at the front desk to observe its inner workings. Ms. Corbit, the then Assistant General Manager, supervised the front desk staff after Ms. Posey was terminated; however, she lacked any understanding of front desk procedures.

Ms. Ecker recalled a number of occasions where Ms. Palmieri asked her to put together medals for Ultimate Racing events. She would perform these tasks while at the front desk and while on duty for the JCPCDD. Ms. Ecker also observed Mr. Palmieri using the community bulletin board to post flyers for Ultimate Racing events and about Elite Amenities' services.

Mr. Sumrall, a former employee of Elite Amenities, often worked at the front desk with Ms. Ecker. Ms. Ecker said that he was a poor performer and did not take his work seriously; however, Ms. Palmieri refused to fire him because she needed him to work with other vendors of Elite Amenities.

Ms. Ecker said that there was not enough staff to cover the front desk, and she was often called upon to assist in showing rooms, making reservations for events, and serving as room attendant during events.

She and other employees were also charged with learning the new software and payment systems, absent any training. The new software system did not identify residents by their age, although a new rule allowed residents thirteen (13) years old to use the facilities if accompanied

by someone of at least sixteen (16) years of age. The new software also did not allow for notation of a resident's expiration date within the system.

A few months ago, Ms. Palmieri sent an e-mail blast to residents telling them that it was their last day to get new access cards. She did not inform the staff that the e-mail was sent and therefore the front desk staff was unprepared when numerous residents unexpectedly came to the front desk to get their new access cards. There were only two (2) staff members at the front desk that day to handle checking in residents and issuing new access cards. Ms. Ecker resigned the following day to which Ms. Palmieri responded by saying, "sorry."

Ms. Mayer came to work at the front desk at the Recreation Center after Ms. Ecker tendered her resignation. Even though Ms. Ecker gave two (2) weeks' notice, she was not asked to train Ms. Mayer before her departure.

Rachel Vinski:

Ms. Vinski has worked as a lifeguard for JCPCDD for approximately three (3) years.

Ms. Vinski said that in May 2015, she was on lifeguard duty for the JCPCDD on a Friday, which is a busy day for families in the pool because the JCPCDD holds a "family fun day" event. While on duty, Ms. Vinski observed Ms. Palmieri come into the pool area and approach Ms. Vinski's supervisor, Tom Walker, and they engaged in a discussion. Shortly thereafter, Ms. Vinski was called over to join the conversation.

Upon doing so, Mr. Walker informed her that Ms. Palmieri needed lifeguards to go over to St. John's Country Club because it was understaffed, and Ms. Vinski was asked if she would go. Ms. Vinski stated that Mr. Walker did not appear pleased with the request because it was very busy at the JCPCDD, but she clocked out and drove to the St. John's Country Club as requested. She remained there for an hour and then returned back to the JCPCDD to assist with

the “family fun day.” Ms. Palmieri gave Ms. Vinski a personal check for twenty dollars (\$20.00). No taxes were deducted from the check though.

Brian Guthrie:

Mr. Guthrie has served as a lifeguard for the JCPCDD since 2015. In the summer of 2015, Ms. Palmieri approached him and asked if he would assist at an amenities facility in Ponte Vedra, Florida (approximately an hour drive) because the facility was short on lifeguards. He agreed and Ms. Palmieri scheduled for him to go to the facility a few days later. When Mr. Guthrie arrived at the facility, he was told that there were enough lifeguards on duty. As such, he spoke with Ms. Palmieri, and she directed him to drive to a second facility.

Mr. Guthrie estimated he worked for five (5) hours that day. When he returned to the JCPCDD, Ms. Palmieri paid him via check. He could not recall if the check was a personal check; however, he was fairly certain that there were no state or federal deductions withheld.

According to Mr. Guthrie, he never approached Ms. Palmieri seeking to work for other vendors to make additional money. Instead, Ms. Palmieri approached JCPCDD staff requesting that they work for her other vendors. For example, he recalled an instance last summer when Ms. Palmieri requested that a fellow lifeguard, Rachel Vinski, leave her post to go and work lifeguard duty for a vendor of Elite Amenities.

John Pozzi:

Mr. Pozzi worked for JCPCDD for the last five (5) summers, part-time, after having retired from his career in government. Mr. Pozzi said that he worked as a lifeguard and provided pool maintenance for JCPCDD. Mr. Pozzi resigned on or about August 3, 2016.

Mr. Pozzi said that he “enjoyed what he was doing”, however, he resigned due to his frustration with Ms. Palmieri and Ms. Elliott.

Mr. Pozzi told me that several months ago he approached Ms. Palmieri and offered to provide pool maintenance after the previous provider discontinued service. Ms. Palmieri agreed. Mr. Pozzi is a certified pool operator. Mr. Pozzi said that he fashioned a system upon which he maintained the nine (9) water features and pool. Prior to Mr. Pozzi taking over, the pools were rarely maintained properly, including, the chlorine and chemical levels.

Mr. Pozzi was placed under the supervision of Mr. Powers in the Property Department. Mr. Powers told Mr. Pozzi that he was going to receive a \$1.00 an hour raise, to \$16.00 an hour. The raise was a reward for his great work. Mr. Pozzi followed up with Ms. Elliott and she told him that he would receive the raise. Mr. Pozzi said that he did not need the extra money, however, he viewed the raise as appreciation for his hard work. The following day, however, Mr. Powers told Mr. Pozzi that "there is an issue" with his raise. Mr. Pozzi went to speak with Ms. Elliott and asked her for a status on his raise.

Ms. Elliott said that he was not going to receive a raise and there was "some miscommunication." Mr. Pozzi, responded to her, saying, "I know what you told me." Mr. Pozzi informed Ms. Elliott that JCPCDD could no longer use his pool certification. Shortly after their conversation, Mr. Pozzi went on vacation for one week.

Mr. Pozzi returned to JCPCDD to find that the pools had not been adequately maintained and the chemical levels had not been checked. He met with Ms. Palmieri and offered "to let by-gones be by-gones." He agreed to continue maintaining the pools. Ms. Palmieri, according to Mr. Pozzi, was excited and she said that he would work full time and continue to work under Mr. Powers.

Mr. Pozzi spoke with Mr. Powers and they came up with a plan to maintain the pools. Mr. Pozzi was excited. Next, he scheduled a meeting with Mr. Powers, Ms. Elliott, and Ms. Palmieri.

At that meeting, Ms. Palmieri announced that Mr. Pozzi would no longer report to Mr. Powers, but would instead report to the new Aquatics Director, Mike Turner. Mr. Pozzi never received the raise and he resigned shortly after the meeting.

Mr. Pozzi said that he became frustrated with Ms. Palmieri and Ms. Elliott's untruthfulness. He was promised a raise that he never received it and he was assured a full-time position, working with Mr. Powers and Ms. Palmieri abruptly altered the arrangement.

Mr. Pozzi also said that he was concerned for the lifeguards, because they were much younger than him and they felt unable to speak up for themselves. Mr. Pozzi did not want to give me the names of the lifeguards that complained to, stating, that he did not want them to be terminated. He said that the lifeguards often came to him and complained of not receiving any direction concerning their tasks. The lifeguards also felt compelled to work for Elite Amenities' vendors. Last year, Ms. Palmieri asked that he lifeguard for an Elite Amenities' vendor and he told her that he was with JCPCDD and did not feel comfortable doing that. He said that the younger lifeguards, such as Ms. Bookstaver, did not want to go against Ms. Palmieri. Ms. Bookstaver confided in him. She was crying and she said objected to Ms. Palmieri's requests for JCPCDD lifeguards to work with Elite Amenities' vendors. Mr. Pozzi said that Ms. Bookstaver was a "fantastic" employee and that Ms. Palmieri was bullying the lifeguards.

Daniel Palmeri:

Mr. Palmeri has worked as a lifeguard and swimming instructor for JCPCDD for the last 1 ½ years. He became an employee of Elite Amenities' approximately four (4) months ago. Mr. Palmeri said that in the last month the workplace has become "unsafe and hostile."

I asked Mr. Palmeri to describe, in detail, what was meant by "unsafe and hostile." Mr. Palmeri said that last week, Mr. Turner, the Aquatics Director, "cornered him" and asked if he

was working for Elite Amenities' competitors. Mr. Palmeri said that he did not know who were Elite Amenities' competitors. Mr. Turner told Mr. Palmeri that he was prohibited from working for competitors.

Later Mr. Palmeri received messages from co-workers, Kayla Riemensberger and Alexis Joy. Each reported having overheard Mr. Turner speaking with Ms. Elliott and Ms. Palmieri. They discussed concerns that Mr. Palmeri was working for a "competitor."

Next, Mr. Palmeri said that Ms. Elliott makes him feel as though he has a "target on his back." Mr. Palmeri said that she constantly complains. For example, he texted Ms. Elliott yesterday because there were no lifeguards on duty when he arrived to work. Ms. Elliott responded, stating, "what are you talking about? Mack is on duty." Mr. Palmeri said that he chose not to respond to Ms. Elliott in the same confrontational tone, and instead he kindly informed her that Mack is a High School student and his summer break ended. Mack had returned to school.

Finally, Mr. Palmeri said that the pools are no longer maintained to the same high standards as when Mr. Pozzi maintained the pools. Mr. Pozzi did not allow the pools to decline before cleaning them and checking the chemical levels. That is no longer the case.

Angela "Angi" Palmieri:

Ms. Palmieri is the President of Elite Amenities, an amenities staffing company. Ms. Palmieri said that the company's number of employees varies seasonally. Prior to accepting the position as General Manager for the JCPCDD, Ms. Palmieri was employed as the Director of Charity with Take Stock in Children, an organization that provides mentoring to at risk students. She worked for Take Stock in Children for seven (7) years. During her tenure, there were seventeen (17) employees in the organization.

While Ms. Palmieri has never served as a General Manager of a recreational facility, Ms. Palmieri has worked in the field of amenities management for eleven (11) years wherein she has staffed and planned events for various facilities.

With regard to her work schedule, Ms. Palmieri said that she typically arrives at the JCPCDD between 8:15 and 8:30 A.M., and she leaves at approximately 6:00 P.M. She also often works on the weekends. Ms. Palmieri said that JCPCDD staff is aware of her schedule. If she is going to be late she texts the "leadership team," which includes Kyle Nelson, Donna Corbit, and Charlotte Whitehead.

Mr. Palmieri fills in when help is needed at the JCPCDD. However, he is not actively involved with the JCPCDD. Mr. Palmieri works primarily with Ultimate Racing, which is in the business of organizing racing and cycling events.

I asked Ms. Palmieri if she ever called on JCPCDD staff to perform any tasks benefitting Ultimate Racing while on duty with the JCPCDD. Ms. Palmieri said, "no." Days after our interview, Ms. Palmieri, through her attorney, William H. Andrews, submitted a letter stating that in the fall of 2015 she requested that two (2) employees "stick medals" for a fundraising event in honor of her father. The letter also states that this occurred one time, and the employees were asked to complete said tasks during their slow period. (A true and correct copy of the June 30, 2016, letter is attached hereto as Exhibit "H").

Ms. Palmieri said that she was unaware of any instances where she asked any JCPCDD staff to work for or provide services for any of Elite Amenities' vendors. She stated that there may have been instances where lifeguards sought additional work hours from her, and she offered them additional hours with vendors needing lifeguards. As of May 2016, all lifeguards working with the JCPCDD are employees of Elite Amenities.

Ms. Palmieri said that Elite Amenities services approximately fifteen (15) vendors. She visits non-JCPCDD vendor sites as needed. She does not have a set schedule for said visits. Ms. Palmieri said that JCPCDD staff are able to call her when needed, and she typically answers her telephone. She said that JCPCDD staff have her e-mail address, and she is readily available via e-mail too. She denied that the office door is locked and said that people often come in and out of her office.

Terminations:

a) Melissa Posey: When first asked about Ms. Posey's termination from the JCPCDD, Ms. Palmieri stated that they mutually agreed to "part ways." Upon further discussion, she acknowledged that she terminated her in January 2016.

Ms. Palmieri said that Ms. Posey was clearly not happy in her position. She was tasked with installing the new software but refused. Instead, Ms. Posey continued to complain that she did not believe the new software was adequate. Ms. Palmieri described Ms. Posey's response to the software as "a brick wall," as Ms. Posey continued to verbalize her objections to the software. Ms. Posey even argued with the software representative.

According to Ms. Palmieri, Ms. Posey also spoke negatively about Board members and the local Chambers of Commerce. Ms. Palmieri overheard Ms. Posey refer to Board member, Dan Rogerson, as her "nemesis."

Resignations:

a) Megan Bookstaver: Ms. Bookstaver worked at the Aquatics Center. After Mr. Nelson resigned as the Aquatics Director, Ms. Palmieri filled his position with Sarah Taelis, who had been employed with Elite Amenities since April 2016. After Ms. Taelis was hired, Ms.

Palmieri informed Ms. Bookstaver that she would need to perform lifeguard duties. In objection to her new assignment, Ms. Bookstaver resigned.

b) Monette Scott: Ms. Palmieri said that Ms. Scott “had a lot of problems with the software,” and she resigned due to her frustrations with it. According to Ms. Palmieri, due to Ms. Scott’s “analytical nature” she could not master the new software.

c) Tracie Ecker: Ms. Palmieri said that Ms. Ecker resigned because she did not want to let Ms. Scott down.

d) Odessa Mayer: Ms. Mayer was hired for the front desk in May 2016. Ms. Palmieri said that “who ever was senior staff would have trained her.” No one, however, was assigned to train her.

The JCPCDD uses “zenefits” as their payroll service, and for reasons unbeknownst to Ms. Palmieri, Ms. Mayer did not receive the link to complete the forms. Ms. Palmieri said that she “reached out” to Ms. Mayer upon learning that she was not paid after the first payroll. Ms. Palmieri told Ms. Mayer that she would issue a check, and Ms. Mayer could pick it up the next day. Ms. Palmieri said that she did not receive any voicemails or e-mails from Ms. Mayer regarding her not being paid.

According to Ms. Palmieri, Ms. Mayer quit because she was frustrated with not being paid after the first payroll.

Evaluations:

Ms. Palmieri stated that supervisors are responsible for evaluating their staff, and she is tasked with evaluating the Department heads. In 2015, Ms. Palmieri tasked Ms. Corbit, the former Assistant General Manager, with evaluating the Department heads. Ms. Palmieri was aware that Ms. Corbit never completed the evaluations of the Department heads. She has since

tasked the new Assistant General Manager, Heather Elliott with completing those evaluations. Department heads have yet to be evaluated.

a) 2015 Evaluations:

In 2015, the Department heads submitted the evaluations of their subordinates to Ms. Palmieri. Ms. Howell submitted her evaluations and requested wage increases for some of her staff. The wage proposal went before the Board in August 2015, and according to Ms. Palmieri, the Board approved the increases. Ms. Palmieri acknowledged that the wage increases should have taken effect on October 1, 2015. Wage increases are not paid retroactive to October 1.

Ms. Palmieri never implemented the wage increases. According to her, she did not believe that it was fair to implement the wage increases when the Board in prior discussions, and before the vote approving the wage increases, expressed approval for a “freeze” on wages. I asked Ms. Palmieri to explain the basis for her authority to refuse to implement a decision made by the Board. Ms. Palmieri could not reference any such authority. I further asked Ms. Palmieri if she every sought clarification from the Board, after the vote to approve the wages, in light of previous comments about freezing wages. She stated that she had not.

Retaliation:

Ms. Palmieri said that when she became the General Manager, a “staff vs. Board” mentality existed and she wanted to put an end to the adversarial relationship. In line with her goals, she asked that the JCPCDD staff come to her if they had issues rather than going to the Board directly. Moreover, she thought it her responsibility to prohibit staff from speaking negatively about each other and about the Board.

Ms. Palmieri denied ever saying that anyone would be “fired,” “dealt with” or suffer repercussions for speaking with the Board. Instead, she “encouraged” the staff to follow the “chain of command.”

Café:

Ms. Palmieri said that that the Board made it clear that the café at the Recreation Center was a priority. The café had a history of losing money, and Ms. Palmieri was charged with finding a solution.

Ms. Palmieri recommended Good Food⁶ to the Board as a lessee of the café. The company is operated by Shannon Kanobroski. Ms. Palmieri said that Ms. Kanobroski had catered events for her in the past for both Elite Amenities and Ultimate Racing.

The lease of one hundred dollars (\$100.00) per month was approved by the Board, and Good Food took over the café on or about June 1, 2015. The JCPCDD held the alcohol license, and as such, the Board and Good Food agreed that the JCPCDD would purchase the alcohol for the café, and JCPCDD would be reimbursed by Good Food.

Ms. Palmieri acknowledged that it was her responsibility to oversee the café and the JCPCDD’s interest in it. There was an occasion early on when Good Food had failed to pay an invoice for alcohol that it owed to the JCPCDD. I inquired whether Good Food was thereafter required to pay a deposit towards alcohol. Ms. Palmieri stated that she did not require a deposit. She also did not monitor the amounts owed by Good Food.

⁶ Ms. Palmieri incorrectly referred to the company as “Good Food, Inc.” The company that is registered with the Florida Department of State Division of Corporations is “Good Food South, LLC.” (A true and correct copy of the Fictitious Name Details is attached hereto as Exhibit “T”)

In January 2016, the parties “mutually” agreed to terminate their relationship. At the time of termination, Good Food owed the JCPCDD approximately seven thousand dollars (\$7,000.00). Attempts to reach a repayment schedule are in the works.

CONCLUSION

For the reasons set forth in greater detail below, I find that the allegations of unlawful discrimination is **unsubstantiated** and the allegations of retaliation is **unsubstantiated, with comments**. With regard to the allegations of mismanagement, I find that said allegations are **substantiated**.

A. Unlawful Discrimination:

Summarily, no one interviewed gave any indication that they were the victim of, or that that had observed, discriminatory behavior or practices.

B. Retaliation:

The primary statements concerning claims of retaliation centered on allegations that Ms. Palmieri, on several occasions, threatened employees that they would be fired for speaking to the Board or negatively about the running of the Recreation Center. Some witnesses, such as Tracie Ecker, had not heard the comment directly from Ms. Palmieri; however, it was reported back to her that Ms. Palmieri had made blanket threats of retaliation for speaking out. Ms. Howell and others, however, were adamant that Ms. Palmieri made clear that negative comments about the running of the Recreation Center would not be tolerated and that said comments could be met with termination.

Mr. Nelson was helpful in that he described an environment wherein Ms. Palmieri sought to control the flux of gossip and complaints coming from the Recreation Center. Ms. Palmieri also attempted to impose a system wherein staff adhered to their chain of command and avoided

direct contact with Board members. He opined, however, that her message was not well thought out.

The Supreme Court in *Garcetti v. Ceballos*, 547 US 410 (2006), held that when public employees make statements pursuant to their official duties, they are not speaking as citizens for First Amendment purposes, and as such their statements are not protected by the First Amendment of the Constitution nor are they insulated from discipline. As such, complaints by JCPCDD staff related to the running of the Recreation Center are unlikely to garner First Amendment protections as their complaints were directly related to their official duties.

Next, Florida's Whistleblower Act was enacted, among other reasons, to prevent public employers from taking retaliatory action against employees who report—to an appropriate agency—the mismanagement, misfeasance, or malfeasance of public funds on the part of their employer. See Fla. Stat. § 112.3187(1). To establish a *prima facie* claim under Florida's Whistleblower Act, plaintiff must illustrate that 1) he engaged in a statutory protected activity; 2) he suffered an adverse employment action; and 3) there was a causal connection between the two events. See *Castro v. Sch. Bd. of Manatee Cnty., Fla.*, 903 F. Supp. 2d 1290, 1302 (M.D. Fla. 2012) (citing *Fla. Dept. of Children and Families v. Shapiro*, 68 So.3d 298 (Fla. 4th DCA 2011)).

Section 112.3187(6) requires that the complainant have disclosed information “to any agency or federal government entity having the authority to investigate, police, manage, or otherwise remedy the violation or act, including, but not limited to, the Office of the Chief Inspector General, an agency inspector general or the employee designated as agency inspector general[.]” There was no such disclosure by any of the JCPCDD staff and as such the first element is not satisfied.⁷

⁷ § 112.3187(7) also sets forth the manner in which a complaint must be made, stating:

“This section protects employees and persons who disclose information on their own initiative in a written and signed complaint; who are requested to participate in an investigation, hearing, or other inquiry conducted by any agency or federal government entity; who refuse to participate in any adverse action prohibited by this section; or who initiate a complaint through the whistle-blower's hotline or the hotline of the Medicaid Fraud Control Unit of the Department of Legal Affairs; or employees who file any written complaint to their supervisory officials or

The next element of the Florida's Whistleblower Act requires proof of an adverse employment action, which is defined in § 112.3187(3) as "discharge, suspension, transfer, or demotion of any employee or the withholding of bonuses, the reduction in salary or benefits, or any other adverse action taken against an employee within the terms and conditions of employment by an agency or independent contractor." No JCPCDD staff complained of any adverse employment actions.

Based upon the information presented there is insufficient evidence to establish retaliation claims based upon the First Amendment or Florida's Whistleblower Act. There remains, however, serious concerns with regard to Ms. Palmieri's threats of reprisal.

Adherence to the chain of command is a noble organizational goal and necessary for the fluid functionality of any organization; however, Ms. Palmieri's choice of words, were inappropriate. Rather than building cohesiveness within the organization, she created the perception that negative comments could result in adverse employment actions.

While no one reported having suffered an adverse employment action as a result of their comments it is important to note that violations of First Amendment need not be monstrous. The mere *chilling* of speech may be sufficient to establish a claim for violation of the First Amendment. Ms. Palmieri's statements that she did not want JCPCDD staff to negatively comment on the running of the Recreation Center likely discouraged JCPCDD staff from speaking out on matters related to the Recreation Center.

To establish a First Amendment claim, a plaintiff must demonstrate as follows: (1) the plaintiff engaged in speech or an act that was constitutionally protected, (2) the defendant's retaliatory conduct adversely affected the protected speech or act, and (3) there is a causal connection between the retaliatory actions and the adverse effect on the constitutionally-

employees who submit a complaint to the Chief Inspector General in the Executive Office of the Governor, to the employee designated as agency inspector general under s. 112.3189(1), or to the Florida Commission on Human Relations."

protected speech or act. See *Bennett v. Hendrix*, 423 F.3d 1247,1255-1256 (11th Cir. 2005) In a case involving the chilling of free speech the court applies an objective standard, thus asking “whether a similarly situated person of ‘ordinary firmness’ reasonably would be chilled” by the conduct alleged?” In this instance, several JCPCDD staff members concluded that any negative comments concerning the running of the Recreational Center would result in their being disciplined, up to and including, termination.

Even if Ms. Palmieri’s conduct is deemed lawful, said conduct of threatening reprisal to those whom speak up is and continues to be detrimental to the organization. Where employees are discouraged from commenting on known deficiencies there exists little opportunity to address or cure defects. Front desk staff are best equipped to inform management if the software is incompatible or is in need of modification. The lifeguards and pool staff are likely the first to know when the Aquatics Complex is understaffed or if the pools are in need of maintenance. Over and over again, JCPCDD staff commented that the ability to share concerns with Ms. Palmieri was stifled by the fear that she would respond negatively. That is a problem.

C. Mismanagement:

The overwhelming majority of JCPCDD staff stated that Ms. Palmieri is inconsistently on site and is often unavailable to staff. The most telling information, however, came from Ms. Odessa Mayer. Unlike other staff members, Ms. Mayer had little opportunity to take sides as she was only employed with JCPCDD for one (1) month.

According to Ms. Mayer, Ms. Palmieri was preoccupied during her interview and apologized, stating that she managed a number of sites. Even after the interview, Ms. Mayer did not receive the attention worthy of a new hire. She never received training, was not assigned a supervisor, waited weeks to complete the orientation forms, and waited weeks to receive her first

paycheck. Ms. Mayer said that she went to the Recreation Center on numerous occasions and no one knew where Ms. Palmieri was or when she was expected to return.

Mr. Nelson, while complimentary of Ms. Palmieri, also indicated that she had a habit of not responding to staff members attempting to reach her and being “aloof” with staff.

Of further concern is Ms. Palmieri’s refusal to implement the Board approved wage increase for the House Keeping Department. It is undisputed that the Board approved the wage increase at the August 2015 meeting. It is also undisputed that Ms. Palmieri was aware of her obligation to impose the wage increase. She refused to do so despite being reminded by Ms. Howell. Ms. Palmieri said that she refused to implement the wage increase due to previous comments by the Board to freeze wages. Assuming *arguendo* that such comments were made, the Board clearly voted for the wage increase, and Ms. Palmieri had an obligation to give effect to their vote.

Even if Ms. Palmieri retained discretion to implement the wage increases after the Board approved the budget, she should have clearly communicated to Ms. Howell that she had no intention of implementing the wage increases. Instead, Ms. Howell (over several months of inquiry) was left to believe that Ms. Palmieri, while delayed in her response, intended to implement the increases at some point. Had Ms. Palmieri communicated her decision, Ms. Howell would not have had cause to continue to ask Ms. Palmieri when the increases were going to take effect.

Finally, the witness statements strongly support the conclusion that Ms. Palmieri misused staff time by causing staff members to perform tasks unrelated to the JCPCDD and requesting that staff members work for Elite Amenities’ vendors. While Ms. Palmieri contends that on only “one occasion” did she request the front desk staff to “stick medals” for an event honoring her

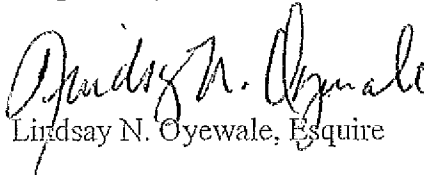
father, staff members said that they were called upon on multiple occasions to perform tasks for Ultimate Racing. Mr. Nelson stated that the tasks were performed at the front desk and it did not “look good” to the residents.

It was improper to direct JCPCDD staff to perform tasks unrelated to the JCPCDD during periods in which they were responsible for servicing the JCPCDD and being compensated for that purpose. Even if Elite Amenities was directly compensating JCPCDD staff, said conduct would still be improper, as such it called for staff to divide their attention during hours intended to service JCPCDD.

Next, both Ms. Vinski and Mr. Guthrie said that they were approached by Ms. Palmieri (prior to May 2016 when all JCPCDD employees became employees of Elite Amenities) to work as lifeguards for Elite Amenities’ other vendors. Neither Ms. Vinski nor Mr. Guthrie asked Ms. Palmieri for additional hours and neither sought additional work. Instead, Ms. Palmieri approached JCPCDD staff to fill lifeguard positions for vendors of Elite Amenities. On at least one occasion, Ms. Palmieri caused a JCPCDD staff member to leave her shift (Ms. Vinski) at the JCPCDD to work for another vendor. Said decision evidences poor judgment and a misuse of JCPCDD staff.

Should you have any questions or concerns, do not hesitate to contact me.

Respectfully submitted,


Lindsay N. Oyewale, Esquire

EXHIBITS

**AGREEMENT BETWEEN JULINGTON CREEK PLANTATION COMMUNITY
DEVELOPMENT DISTRICT AND ELITE AMENITIES, INC.
FOR GENERAL MANAGER AMENITY MANAGEMENT SERVICES**

This Agreement for Amenity Management Related Services (the "Agreement") is made and entered into as of this 1st day of April, 2015, by and between:

Julington Creek Plantation Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 475 West Town Place, Suite 114, St. Augustine, FL 32092 (the "District"), and

Elite Amenities, Inc., a Florida corporation whose address is 52 Tuscan Way, Suite 202-326, St. Augustine, FL 32092 ("Contractor" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District has constructed a recreation center that includes a swimming pool, tennis courts, a skate park, a clubhouse, a fitness room, and other recreation facilities (collectively, the "Facilities"); and

WHEREAS, the District intends to provide for the operation and maintenance of the Facilities through hiring of a General Manager through Contractor; and

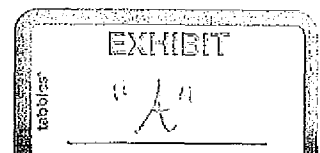
WHEREAS, Contractor has a background in the management and maintenance of recreation facilities and is willing to provide such management and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into a contractual relationship with Contractor to manage and/or maintain the Facilities and to provide other services as described in this Agreement and as included in the Scope of Services attached hereto as **Composite Exhibit A** and incorporated herein by reference (the "Services").

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

2. **ENGAGEMENT OF SERVICES.** The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Facilities for the



purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

3. SCOPE OF SERVICES. The Services provided by Contractor shall be as provided for in Composite Exhibit A. The Contractor shall be responsible for comprehensive management, operation and maintenance of the Facilities all District employees, and budgets related to the Facilities, as more particularly described in Composite Exhibit A.

The General Manager shall attend the Districts' Board meetings and be prepared to report to the Districts' Board of Supervisors regarding the general management and operation of the Facilities. Additionally, the General Manager shall assist the Districts with establishing policies and procedures for the Facilities, budgeting issues, policy recommendations and enforcement, safety/security recommendations, and other matters of importance for the efficient and functional operation of Facilities.

4. COMPENSATION. Contractor shall be compensated for providing the Services described in Section 3 of this Agreement and Composite Exhibit A attached hereto, in accordance with the following terms:

The Agreement shall be for a one year period, terminable pursuant to the provisions herein. The Agreement may be extended for up to two optional one year renewals for the compensation provided for below and on the same terms and conditions as set forth in this Agreement. The agreement to pursue each one year renewal shall be set forth in writing by written addendum by both Parties hereto. The pricing below is inclusive of all costs, fees, charges and compensation, including mileage allowances, cell phone charges, vehicle and any other items related to the function of the General Manager except as otherwise provided for herein.

Year 1 Pricing: Not to Exceed \$105,000.00, inclusive of all costs and fees to complete the Services except for those to be provided by the District as set forth in Section 6(g). Compensation for only Year 1 shall be paid \$11,000 for the first three months, and \$8,000 per month for the remaining 9 months of the Agreement, subject to the terms and provisions provided herein, in recognition of the higher start up costs for the Contractor.

Year 2 Pricing: Not to exceed \$109,200.00, or 4% higher than Year 1 pricing, whichever is less. Such amounts shall be payable in equal monthly installments.

Year 3 Pricing: Not to exceed \$115,500.00, or 10% higher than Year 1 pricing, whichever is less. Such amounts shall be payable in equal monthly installments.

The staffed hours of the Facilities shall be in accordance with this Agreement and Composite Exhibit A. and as directed by the District's designee, who shall be the District Manager. Contractor shall provide, upon request, copies of employee time cards documenting the total hours worked. Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered to the District at the offices of the District Manager on the fifteenth of the month in which the invoice is being billed (for example, for Contractor to receive timely payment for Services provided for the month of May, the invoice for May shall be delivered to

the District Manager on May 15th). These monthly invoices are due and payable within fifteen (15) days upon receipt of the invoice by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the Parties.

5. CONTRACTOR HIRING OF GENERAL MANAGER – PROCEDURES.

The Contractor shall be responsible for the Services, including the recruitment, selection and hiring of the position of General Manager. Upon selection of a candidate to fill the General Manager position, the Contractor shall bring the candidate before the Board of Supervisors, providing the resume, background and list of qualifications of the candidate and proposed offer of employment.

The Districts' Board of Supervisors shall have no more than thirty (30) days to review any candidate's qualifications and job offer, and after such review may file an objection to the retention of the candidate. The District agrees to move as expeditiously as possible to consider such candidate, recognizing the constriction on quorum and public notice for meetings of the Board of Supervisors. Only upon the decision by the District to abstain from objection shall the Contractor complete the hiring process. Any costs associated with the hiring of the General Manager (i.e., recruitment, advertising, or relocation expenses) shall be borne by the Contractor as part of the Compensation provided in paragraph four.

The District cannot terminate the General Manager. However, upon the determination of the District that the General Manager is not fulfilling his or her assigned duties in a satisfactory manner, the District shall confer with the Contractor regarding the failure to provide services in compliance with this Agreement. The Contractor agrees to resolve such issues expeditiously.

6. GENERAL PROVISIONS.

A. Contractor is an independent contractor. Contractor shall have sole authority as an independent Contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff. Contractor shall be liable for the performance, or lack thereof, of employees of the District and contractors and vendors that are within the Contractor's control.

B. Contractor shall promptly respond to any and all emergencies or problems related to the Facilities and shall report to the District all known problems related to the Facilities. Contractor shall follow the policies approved by the District's Board of Supervisors.

C. Contractor shall provide, at no additional cost to the District, company uniforms to all personnel providing the Services.

D. Contractor shall obtain a minimum of three (3) competitive bids (if possible) on any recommended capital improvements in the future.

E. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.

F. Tax Exempt Status. The Parties agree that the Facilities shall be operated and maintained for a public purpose, and that any monies generated from the operation of the Facilities shall be remitted to the Districts and used to defray the public expense associated with operating and maintaining the Facilities consistent with the terms of this Agreement. The District agrees to pay any applicable ad valorem taxes, except that the Contractor shall be responsible for payment of ad valorem taxes to the extent that the Facilities are made subject to ad valorem taxation as a result of the Contractor's failure to abide by the terms of this Agreement or the Districts' rules or policies.

G. The District shall be responsible for all normal operating expenses of its day-to-day operation for its own employees. These include, but are not limited to, shipping and postage expenses, utilities, office set up and equipment expenses, District employees, and mileage reimbursement expenses for its employees and for District business and duties consistent with the District's policies and procedures.

H. The General Manager position staffed by Contractor shall (i) provide equal treatment and equal access to the Facilities for all residents and paid users, and (ii) maintain the assets of the District in a manner consistent with direction from the Board of Supervisors, through adopted budgets and other Board direction. Any substantial operational or budget change shall only be made as approved by the Board of Supervisors. Substantial shall mean a change that affects the integrity of one of the District's core programs or total projected operational fiscal year spending is expected to exceed the adopted fiscal year budget. The purchasing thresholds for the General Manager are pursuant to the policy adopted by the Board of Supervisors, which may be changed from time to time. The current policy is attached to this Agreement for reference purposes.

7. REVENUES FOR FACILITIES PROGRAMMING. Contractor is not entitled to any of the District revenues for Facilities programs whatsoever. The sole compensation for services provided hereunder are as defined in paragraph four herein.

8. CARE OF THE PROPERTY. Contractor shall use all due care to protect the property of the District, authorized users, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

9. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In providing the Services, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Facilities placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

10. **INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS.** Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the Board expressly directs Contractor otherwise, in writing.

11. **TERMINATION.** The District shall have the right to terminate this Agreement at any time upon written notice due to Contractor's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon ninety (90) days' written notice to the District. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date as sole means of recovery hereunder. Upon termination of this Agreement, the Contractor shall, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

- A. deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the Facilities, and such other accountings, papers, and records as the District shall request and are in the Contractor's possession or under the Contractor's reasonable direct control pertaining to the Facilities;
- B. vacate any portion of the Facilities then accessed by the Contractor as a consequence of this Agreement; and
- C. furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the Contractor's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, the Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

12. **INSURANCE.**

- A. Contractor shall maintain throughout the term of this Agreement the following insurance at the Contractor's expense:
 - i. Workers Compensation - statutory limits

ii. General liability insurance with the following limits:

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence

iii. Comprehensive automobile liability insurance for all vehicles used by the Contractor or General Manager with respect to the operation of the Facilities whether non-owned or hired, with a combined single limit of \$1,000,000.

iv. Employment theft dishonesty insurance in the amount of \$500,000.

v. Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of \$3,000,000.

a. Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its Board members, their District Counsel, District Manager and District Engineer, officers, and employees shall be listed as additional insureds on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may be canceled during the term of this Agreement.

13. INDEMNIFICATION.

A. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Contractor will defend, indemnify, save and hold the District, and its supervisors, staff, and assigns (the "District Indemnitees") harmless from all loss, damage, injury or any other claims, including all judgments, liens, liabilities, debts and obligations resulting from the acts or omissions of Contractor's officers, directors, agents, assigns or employees.

C. For purposes of this section, "acts or omissions" on the part of Contractor's officers, directors, agents, assigns or employees includes, but is not limited to, the operation and management of the Facilities in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management

of the Facilities, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit license, certification, consent, or other approval.

D. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section 13 shall survive the termination or expiration of this Agreement.

14. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

15. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The provisions of this Section 15 shall survive termination of this Agreement.

16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties hereto relating to the subject matter of this Agreement.

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

18. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both Parties hereto, both Parties have complied with all the requirements of law, and both Parties have full power and authority to comply with the terms and provisions of this Agreement.

19. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

A. If to Contractor: Elite Amenities, Inc.
52 Tuscan Way, Suite 202-326
St. Augustine, FL 32092
Attention: Angi Palmieri

B. If to District: Julington Creek Plantation Community
Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092
Attn: District Manager

With a copy to: Hopping Green & Sams P.A.
119 South Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

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

21. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval is void.

22. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

23. EFFECTIVE DATE. This Agreement shall be effective as of April 1, 2015 and after execution by both the District and Contractor and shall remain in effect until 11:59 p.m. on

March 30, 2016, unless terminated earlier in accordance with Section 10, above or mutually extended in writing by the parties pursuant to the terms provided herein.

24. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to section 119.07(1)(a), Florida Statutes, Contractor shall permit such records to be inspected and copied by any person desiring to do so. Failure of Contractor to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

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

26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

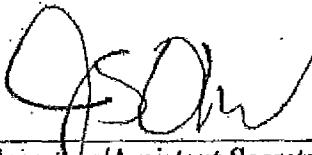
28. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning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

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

30. RATIFICATION BY BOARD OF SUPERVISORS. The terms of this Agreement shall be in full force and effect for the term provided herein, after execution by the Parties, and subject to Board ratification at the April 30, 2015 meeting of the Board of Supervisors. Should the Board fail to ratify the Agreement, the Parties agree to negotiate diligently in good faith to resolve such objections and Contractor shall be compensated pursuant to the terms of this Agreement until such objections are resolved or until the Agreement is terminated in accordance with the provisions herein.

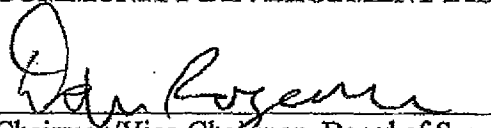
IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:



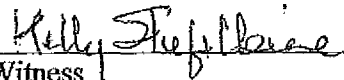
Secretary/Assistant Secretary

**JULINGTON CREEK PLANTATION
COMMUNITY DEVELOPMENT DISTRICT**


 4/6/15

Chairman/Vice-Chairman, Board of Supervisors

ELITE AMENITIES, INC.



Witness 1

By: 
Print: ANGELA PALMIERI
Its: PRESIDENT

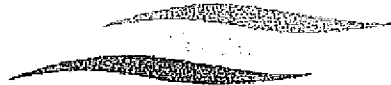


Print Name of Witness

Composite Exhibit A: Scope of Services

COMPOSITE EXHIBIT A

E L I T E



A M E N I T I E S

February 16, 2015

Julington Creek Plantation Community Development District
c/o District Manager: Mr. Jim Perry
475 West Town Place, Suite 114
St. Augustine FL 32092

To Whom It May Concern:

Elite Amenities, Inc., located in St. Johns County, Florida, is responding to the advertisement to fulfill a need within Julington Creek Plantation Community Development District for the contract position of General Manager.

Elite Amenities, Inc. Background and Values:

Elite Amenities, Inc. is a small business operating in St. Johns and Duval counties since 2006. Status currently is pending a certification letter from the State of Florida as a minority-owned business. We are an authorized provider of American Red Cross lifesaving classes. Elite Amenities, Inc. also partners with Cintas and Keller Online in order that our company and our clients meet all OSHA guidelines. Elite Amenities, Inc. was initially established as Wellness Concepts in 1997 offering fitness management services to our clients. Since then, we have expanded and grown into a full service amenity service company serving multi-million dollar recreation and resort focused clients such as: Queens Harbour Yacht & Country Club, Jacksonville, Sawgrass Country Club, Ponte Vedra Beach, St. Johns Golf & Country Club, St. Augustine, North Hampton Golf & Country Club, Fernandina Beach, St. Johns Forest, Jacksonville, Johns Creek, St. Augustine, North Creek, Jacksonville, The Woods, Jacksonville, South Hampton Golf & Country Club, St. Augustine, RiverTown, St. Johns, The King & Bear, World Golf Village, St. Augustine, Bennett Creek, Jacksonville, Stonehurst Plantation, St. Augustine, Ponte Vedra Beach Master Association, Ponte Vedra Beach, 5 Thousand Town, Jacksonville.

Elite Amenities, Inc., focuses primarily on community recreational management. We have the ability to manage facilities, events and programs and we pride ourselves in community

involvement which is critical in creating a variety of activities, events and programs that maximizes participation and involvement.

Elite Amenities, Inc. Strengths and Specialties:

We are a small business and our owners are hands on and involved. Elite Amenities, Inc. staff is our most valuable asset. Our company strives to instill in each Elite team member our core values of professionalism in creating an exciting recreational experience. This is what inspires the company to seek team members who possess attributes that include strong work ethic, personality, trustworthiness and business acumen. Elite Amenities, Inc. seeks out team members that want to be the best in the business. Our staff can be relied upon and our clients can be assured that the staff at their facilities will have the required expertise and experience necessary to perform their duties above expectation.

Angela and Sal Palmieri are not only the owners, but the management team at Elite Amenities, Inc. Ms. Palmieri is the President of Elite Amenities, Inc., her education and experience have helped to establish an innovative, customer-focused business plan which has allowed systematic growth and expansion over the last 9 years. Angela began her career for Volusia County coordinating and planning recreational events for children and adults in 1988. After gaining a degree in Public Relations, Ms. Palmieri worked for the American Lung Association of Florida where she managed the statewide program for asthmatic children. Most recently, from 1999 – 2006, Ms. Palmieri directed Florida's third largest Take Stock in Children program, managing hundreds of volunteers and scholars as well as staff for this multimillion-dollar program.

Mr. Sal Palmieri, Vice President of Elite Amenities, Inc., and Director of Fitness Management, has been in the industry for over seventeen years with over 45,000 hours of personal fitness instruction. Before his career in fitness, Mr. Palmieri served the country in the United States Army gaining invaluable management experience at home as well as crisis management during war-time overseas. After studying Health Administration, Mr. Palmieri began his civilian career as the Director of Exercise Rehabilitation & Neuromuscular Therapy at the Neck, Back & Headache Relief Center. He then managed a successful personal training company which relocated to the Jacksonville area in 1998. Sal has done extensive work with special populations, has operated several fitness programs for children in the Jacksonville area, and expanded his fitness certification and expertise to include multisport, for adults, youth and seniors, as well as race management and training certifications with USAT. As the VP at Elite Amenities, Inc., Mr. Palmieri oversees Staff Supervisors and has created innovative and effective management strategies for everyday operations at each facility by working alongside the team. His supervisory recommendations have saved clients both time and money, resulting in improved services and reduced budgets.

Elite Amenities can also share its expertise in all amenity management to include aquatics (lifeguards, pool monitors, swim lessons, swim team), fitness (gym management, personal training, classes, tennis and aqua aerobics), children's activities (day care, summer camps, holiday camps), and events (summer parties, catered events, kids/parent night out, 5k's/10k's/

triathlons, holiday events, adult-only events). Currently outsourced through Elite Amenities are services such as janitorial, facility maintenance, irrigation, and landscaping. Every team member and vendor is upheld to our high expectations in order that required outcomes are met.

Julington Creek Plantation CDD Opportunities:

Julington Creek Plantation is the premier community in Northwest St. Johns County. This active community has about 5,800 homes and 12,000 residents all with a variety of tastes and preferences on how best to spend their leisure time. The challenge will be maximizing the community's benefit while appealing to all the competing interests with limited resources. Reliable tracking of participation in programs and usage is key to evaluating effectiveness and predicting trends to ensure maximum benefit of limited resources such as facility space or time. We know that Julington Creek is in need of a public relations campaign to assist the CDD in publicizing the positive changes to be made during the transition of management. Elite Amenities is prepared to bring in a public relations team to assist with this challenge. This service will be included in the estimate provided.

With an operations budget of approximately \$5 million there is always room for improvement. Continual improvement and evaluation is a way of business for Elite Amenities, Inc. as we understand that residents are paying for services through dues. We feel certain that we can save the community money in 2015 and beyond.

Elite Amenities Approach to Julington Creek Plantation CDD:

Based on our understanding of Julington Creek and the complex operation we believe an operations management team is ideal over a single management position. We believe a complete and detailed audit of operations is necessary because the future manager has to fit the organization and the organization has to fit the manager's expertise. This transition period is estimated at approximately 90-days and during this time our operations team will completely assess the current operations at Julington Creek Plantation. At the end of the 90-day period, we will present an operations plan with recommendations of operational improvements and our recommendation of the ideal candidate for the position that will meet or exceed the required qualifications.

Elite Amenities, Inc. is pleased to offer an Operations Management Team to be negotiated which will include oversight from Elite Amenities lead team, a Public Relations team during transition and a full-time General Manager who will meet the minimum requirements of the job for a price between \$100,000 and \$105,000.

We will be pleased to offer you a list of many excellent references to include Property Management Companies, Home Owner Associations, and Board Members of clients we currently serve as well as references from residents and staff.

Should you have any questions, please contact us at 904.710-0172 or 904.742.5299.

Kind Regards,

Angela Palmieri

Angela Palmieri, President
Elite Amenities, Inc.
52 Tuscan Way, Ste. 202-326
St. Augustine, FL 32092

Elite Amenities

As part of the review process of your proposal for the Julington Creek Plantation CDD General Manager we would ask that you clarify the following:

- 1) The General Manager position requires onsite minimum working hours of 40 hours per week and availability for emergencies. In your proposal you have a team approach in the interim before staffing of a General Manager. Please indicate the interim team members and their anticipated weekly hours on site. Also provide the lead person on your team in interfacing with the Board and the District Manager? (We need to have a key contact person.)
- 2) Provide the current number of full time employees you have in the greater Jacksonville area and the turnover rate for those positions in the last three years.
- 3) Provide the physical location in which your operations are based.
- 4) Provide educational degrees for each of the team members with dates of graduation, institution, degree, major and any applicable honors.
- 5) You indicated in your presentation that you would be utilizing industry experts and such experts and costs are inclusive in your proposal cost. Provide short bios of experts to be utilized during the transition and evaluation period of operations. Including name and title, years of experience and professional registration, if appropriate.
- 6) Your proposal has a range of \$100,000 to \$105,000 for an operations management team, oversight from Elite, PR team and a full time General Manager. The Board may wish to contract for an initial year with two annual extensions. Please provide proposed amounts for the extension years two and three or indicate reasons for not providing.
- 7) Are there any additional costs that the District needs to consider that are not included in your proposal? Mileage, copies, office supplies, insurance, cell phone?
- 8) Your proposal indicated that you would be doing public relations efforts and surveys. Are the costs for surveys and other PR activities included in your proposal? If not do you have an estimate on the cost of such.
- 9) Are there any additional costs not covered in your proposal or addressed above that should be considered by the Board?

10) Provide current financial information for 2014. As this will be a public record and your organization is a private entity at a minimum please provide your Gross Revenues for 2014, Total Assets and Total Debt of your organization.

11) Provide information regarding litigation involving your company and any proposed subcontractors/experts for the last three years including pending litigation.

Elite Amenities: Proposal Follow Up Answers

1. During the transition period, we will have these individual, our Operations Management team, oversee the assessments and make recommendations with, at the very least, 30, 60 and 90-day reports. The attachments with biographies include the Operations Management Team that will be in place for the first 30-90 days of the term of this Agreement. Also included in the proposal pricing is a public relations campaign and team member, whose biography is also included.
2. Printing/mailing costs associated with a direct mailed survey, printing and postage is not included in the compensation provided through this proposal. Therefore, we will seek funding from the District for these services through the Board of Supervisors approval.
3. The weekly hours required during the transition period (until the General Manager is placed) will mainly be filled by Sal and Angi Palmieri and be spread throughout the seven day schedule all during the hours that the Facilities are open. Additionally, the assessment team of Michael Stewart and Aaron Davenport may fill General Manager hours during their assessment period. Angi Palmieri will be the lead to interface with the BOD and District Manager. The team recognizes it must be available by cell phone and to come on site in emergencies 365 days a year, 24 hours a day.
4. Elite Amenities currently has two full time employees and many who are in part time positions. Therefore, there is no turnover rate. In season, Elite Amenities has close to 100 team members. Over 50% of our seasonal team returns annually.
5. Elite Amenities currently operates a home office. Therefore, this being public information, we choose not to list our personal information. However, meeting space and mailing information is as follows:

Meeting space located at:
238 Queens Harbour Blvd.
Jacksonville, FL 32225

Mailing address:
52 Tuscan Way, Ste. 202-326
St. Augustine, FL 32092

6. We will not charge any additional fees to the District. We will expect that office supplies provided for onsite operations at JCP will be covered by already budgeted line items.
7. No additional General Manager costs need to be addressed at this time.
8. Elite Amenities, Inc. 2014 Financial Information as requested:
\$548,000 income
\$34,000 assets
\$33,500 debt
9. There has never been any litigation involving our company or any of our proposed partners.

Notes on Creekside Café provided under separate cover:

Here is a brief summary of what we can do to make the Creekside Café an income producer. As you know, our mission statement is to raise Jacksonville's expectations of what good food is. By offering food that is a healthier quality while providing value and convenience for the residents you will immediately see our guests embrace the changes that we will implement. We will offer a seasonal menu in the café that is fresh and in line with the local food movement. We understand that the residents are "use" to the old way and old pricing. We will keep several menu items at the current price points as we get to know our guests and introduce them to the new options.

The benefit to Julington Creek is that they will cut all staff expenses immediately. We will staff all employees and handle all of their payroll.

Transition timeline on mutually agreeable start date:

Day 1: Café Closed and Partitioned Off, Inventory/Cleaning

Day 2: Installation of new signage, pos systems, food deliveries, etc

Day 3: Staff Training

Day 4: Soft opening, no announcement

Day 5: Grand Opening with resident and social media push

Projected Sales:

These are all based on the numbers given to us in the usage report. Our numbers and projections are calculated on numbers from January to August.

Our target is to reach one third of the residents (5,757 people) and have them spend an average of \$10 per person per month. (\$57,570) Income/Sales Projections

According to the usage reports we received the special events rooms are being utilized only 24 times in 8 months. That is an average of three times a month. If we were to sell the rooms on weekends to residents, our current brides and daily to our pharmaceutical reps in need of meeting space on that side of town, we expect that within in three months we will have the rooms rented a few times a week at current rental prices and payments will be made directly to JCP. This alone at the lowest rate will create a positive income stream of \$1,035 a monthly/ \$12,420 yearly.

Sales projections:

We will offer premade fresh daily sandwiches, soups and salads for quick service and target current residents that are not utilizing the café to stop by to pick up a quick healthy lunch to take to work or for the kids to take to school. Upsales will be made with individually packaged cookies and sweet treats made daily by our pastry chef in the restaurant. Projection for \$1000 a week in quick service sales.

Café in winter/colder months -we will offer Sunday Supper one night a week with a low price point per person. Example menu: Lemon thyme chicken over basmati rice with local farm

vegetables, bread service, house salad, warm brownie with ice cream for \$12 per adult \$8 per child. Projection is \$12 (200 adults and 100 children each week) Projection is for \$3,200 a week in Sunday Supper sales.

We will offer a line of Take and Bake entrees in single, double, and 4-6 person family size with prices ranging from \$10 to \$45. The option to add a side salad and dessert will be right there for them in the quick service case so upsales are expected. Projection is to sell 100 single serve, 100 double serve, and 300 family size. Projection is for \$16,100 a week in Take and Bake Sales.

Catering in private rooms: We project that we will sell the double room three times a week with an average of 60 guests at \$50 a person. This is expectation is on par with our current offsite catering sales. Projection is for \$8,925 a week in sales after room rental rates are paid.

The Sportsplex sees and average of 939 users a month. We are assuming this category falls in the residents under 18 bracket. Given the distance from the Café and the age group there are no projections for this category.

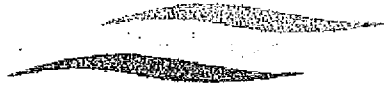
Park Rentals sees and average of 23.75 rentals a month. We will put a catering package together that will be available for users. Projections are \$50 per week.

Special Events has no data for over half of the events listed. Being that we are new to the area and don't know the guests needs we are only projecting \$200 a week.

Daily Café Sales – given the data we expect to generate an average of \$7,023.75 a week.

The total of these projections is \$57,570 in monthly sales. After expenses we expect to profit \$18,998.10. This will create a positive revenue of \$11,398. annually, plus the increased rental rooms fees of \$12,420. for a total projected profit of \$23,818 to Julington Creek.

ELITE



AMENITIES

Queens Harbour Yacht & Country Club References (11 years of service)

Angela Irizarry, Past General Manager/May Management, 904.220.6458 (Angela transferred with May to the JCP office in February 2015)

Patti Brown, Property Manager/May Management, 904.221.8859

Laurie Little, Initial Fitness Center Chair, 904.294.6546

Tami Glover, Queens Harbour Remax Realty Group, homeowner, 904.234.7917

Judy Fryrear, homeowner/customer, 817.996.1031

St. Johns Golf & Country Club Reference (5 years of service)

Mike Yuro, Operations Manager, 904.343.0929

South Hampton Golf & Country Club Reference (8 years of service)

Jeanette O'Connor, Past BOD President, 904.287.1937

North Hampton Golf & Country Club Reference (8 years of service)

Jill Wyman, Property Manager/Amelia Island Management, 904.277.5931

St. Johns Forest Reference (3 years of service)

Heather Robertson, Property Manager/First Coast Association Management,
904.824-3460

RiverTown Reference (2 years of service)

Jessica Ferguson, Property Manager/First Service Residential, 904.305.4570

Elite Amenities, Inc. Staff Reference

Lisa Graham, QH Manager, 904.631.4320

Angi Palmieri

Angela Palmieri's early experience began providing recreational services for children and adults in 1988 through the County of Volusia. After gaining her degree in Public Relations & Advertising at the University of Central Florida, Ms. Palmieri moved into the non-profit arena where she gained nearly 10 years experience with a primary focus on expanding educational programs through funding and partnerships, promoting community awareness while providing quality services. She was selected on a statewide level to manage the American Lung Association of Florida's statewide Asthma Camp program through the Boggy Creek Gang while handling the Volusia County office program and services departments. More recently, she directed the third largest Take Stock in Children program in the state managing hundreds of volunteers and scholars as well as staff for this multimillion-dollar program. There she was the liaison to the CEO, BOD, and TSIC state office to further the financial development of programs with a \$4M budget. She managed the BOD development initiatives as well as created a Leadership Council of top community leaders to grow the scholarship and mentoring program which led the launch of a Council initiative statewide. She increased volunteer involvement from 50% to 90% through aggressive community campaign as well as managed the programs' budget resulting in surplus, carried forward funds each year (7 years).

Elite Amenities, Inc. was launched in 2005 with a core Fitness Management program already well-established on its own, then operated by Sal Palmieri. Ms. Palmieri has thrived at Elite Amenities, Inc. focusing on new and exciting products and services for the company's clients. Under her leadership, the majority of clients have requested additional services and programming within the first year of service resulting in steady growth for the company. Ms. Palmieri oversees all facets of Elite Amenities, Inc. including human resources, administrative operations, amenity budgeting for each community, managing client and vendor relationships, providing operations council for communities, assisting with web development, as well as managing customer service relations, and planning and executing events.

Ms. Palmieri received her Bachelor of Arts, Communication: Public Relations/Advertising/Journalism (1990), and was on the Deans List at

the University of Central Florida.

She has been a member of the FPRA, Jacksonville Marketing & Advertising Club, has received State of Florida Sterling initiatives training, and has been a volunteer mentor. She also created, in 2006, and continues to manage a memorial fundraising initiative that has generated close to \$50,000 for charities in her hometown of New Smyrna Beach, Florida.

Sal Palmieri

Sal Palmieri, Vice President of Elite Amenities, Inc., and Director of Operations and Fitness Management, has been in the industry for over seventeen years with over 45,000 hours of personal fitness instruction. Before his career in fitness, Mr. Palmieri served the country in the United States Army gaining invaluable management experience at home as well as crisis management during war-time overseas. After graduating from Southeastern College and then studying Health Administration at Keiser College, Mr. Palmieri began his civilian career as the Director of Exercise Rehabilitation & Neuromuscular Therapy at the Neck, Back & Headache Relief Center. He then managed a successful personal training company, which relocated to the Jacksonville area in 1998 to begin his entrepreneurial career. Sal has worked extensively with special populations, operated several fitness programs for children in the Jacksonville area, and expanded his fitness certification and expertise to include multisport, for both adults and youth, as well as race management and training certifications with USAT. As the Vice President at Elite Amenities, Inc., Mr. Palmieri oversees Staff Supervisors and has created innovative and effective management strategies for everyday operations at each facility while working alongside the teams. His supervisory recommendations have saved clients both time and money, resulting in improved service and trimmed budgets.

Michael Stewart

Michael Stewart is currently Partner/Owner of Valiant Partners LLC. His company provides clients with customized solutions specializing in Operations Research, Monitoring & Evaluation, Strategy & Analysis, Human Resources Management, Financial Management, Safety Programs, Six Sigma and Lean Six Sigma Management, Environmental Science, Occupational Health, Hazardous Material Management, Homeland Security, and Emergency Response.

Michel is an experienced Human Resource Specialist with extensive experience in recruiting, promotion management, workforce forecasting, competencies, employee relations, retention, evaluations, design of scoring methodologies, promotion processes, and diversity management. His Human Resources experience also includes onboarding, employee relations, succession planning, recruiting, talent management, career development, leadership development, organizational development, and personnel management.

Most recently, Michael was the Acting Chief of Cutter Forces, USCG Headquarters (2012 – 2014) as Chief Professional and Safety Officer for the U. S. Coast Guard sea-going fleet and 8,000 personnel community. He was responsible for policy and management oversight for over 250 ships nationwide and overseas and developed requirements for operations, maintenance, manning, training and equipping of fleet. He was the supply chain manager for a 30 billion dollar, multi-year acquisition project for four new classes of vessels, totaling 92 ships and developed, implemented complicated and adopted plans.

Michael has also been the Commanding Officer of several Coast Guard vessels, the Human Resources Officer with the U.S. Coast Guard in Arlington, VA (2008 – 2010), and led the promotion board management process for 8000 college-educated officers where his responsibilities included re-designing and building officer scoring methodologies using advanced statistics, facilitating panels of senior staff to assess officers in the matriculation process.

Michael has been a successful Project Manager directing, supervising, and evaluating officers, crew members, managing law enforcement,

search and rescue operations, yard periods and achieved highest operational/training metrics ever for class of ship. He has proven experience in program management, resource planning, project planning, team building, budgeting, communications and critical analysis of complex problems finding the most efficient and effective solutions under pressure. He also led the South East Region Web Council for establishing policy and direction for internet/intranet, creating and implementing all e-business projects, leveraging decentralized network of 60 personnel, all B2B efforts, internal e-commerce prototypes, and field unit web site development.

Michael is currently an Adjunct Professor, at University of Phoenix & Capella University and has received stellar student reviews for classes including Management, Internet Concepts and Applications, Technology Factors in Management, Networks and Datacom I & II (Graduate Level) Database Management Systems, Computer Information Systems, Project Management, Web Programming I & II, Discrete Mathematics, and E-Business.

He has received multiple awards including the U.S. Coast Guard Meritorious Service Medal for Excellence, South FL Federal Executive Board's Employee of the Year for Management, Internet Innovation, Twice Awarded the U. S. Coast Guard Meritorious Team Commendation, and completed Leadership Miami.

Education:

Graduate Fellow, MS Management Science University of Miami - Miami, FL (2006 – 2008)

University of Miami, Masters of Science, Operations Research/Quality Management, Six Sigma Certified, 2008

Florida International University, MBA Concentrations in Public Management and E-Commerce, 1999

United States Coast Guard Academy, BS Civil Engineering, 1994

Aaron C. Davenport

Aaron Davenport is an extremely diverse professional with broad experience in many facets of homeland and national security including: policy, strategy, management and program oversight. Aaron has held positions as a White House policy advisor, strategy advisor within the Dept. of Homeland Security, Dept. of Defense combatant command, and as a Federally Funded Research and Development Center National Security Fellow. Regarded as accomplished practitioner with over 20 years of operational experience, Aaron is an Armed Forces Veteran – Senior U.S. Coast Guard Officer.

Aaron served as Chief Professional and Safety Officer for a fleet of over 250 ships and 8,400 personnel. He was responsible for developing requirements and standards for operations, maintenance, manning, training and equipping of existing fleet as well as a multi-billion dollar, multi-year 92 ship recapitalization project.

He has National and International experience in both natural and manmade disaster/emergency response, DoD operations, environmental/occupational health, and is a certified safety executive with operations experience in hazardous chemicals. Aaron has also served on United States White House Staff as a Special Advisor to the Vice President of the United States for Vice Presidents Biden and Cheney for Homeland Security and Counterterrorism.

Currently, Aaron is the Principal at Valiant Partners, LLC, the Vice President at Coast Guard & Maritime Safety Programs with The Steelman Group, Inc., Fairfax, VA and an adjunct Senior Analyst with the RAND Corporation working at the Homeland Security and Defense Center in Arlington, VA.

Aaron earned his MS in Environmental Health Science/Industrial Hygiene at UCLA '95 with High Honors and a BS Marine Science at the U.S. Coast Guard Academy, '84. He is certified as a Certified Governmental Safety Officer with the World Safety Organization and has Top Secret Security Clearance with the White House. A few of his Major Awards through the Armed Forces include Defense Superior Service Medal, Military Outstanding Volunteer Service Medal, Commendation Medal (3), Presidential Unit Citation, Unit

Commendation (14), and the Humanitarian Service Medal, Dept. of
Transportation 9-11 Award.

PUBLIC RELATIONS

Mary Fisher

Mary Fisher is the president of Fisher Design, a full service graphic design, advertising and public relations agency. She is a graduate of Florida State University. Mary is a past president of the American Institute of Graphic Arts. Mary was awarded 2007 Women in Business Entrepreneur of the Year, and is the recipient of the AIGA Fellow Award. Mary is one of Jacksonville Business Journal's Women of Influence. Mary is on the advisory boards of both FSCJ and Keiser University for the Graphic Design and Interactive Design departments. She is a member of the Jacksonville Chamber of Commerce, the Women Business Owners of North Florida (WBO) and Southside Business Men's Club, Jacksonville Online Marketing Meetup (JOMM). She is a HIPAA certified, physician recommended member of the Associated Medical Office Experts. Mary is a 2006 graduate of Leadership Jacksonville. Mary is frequently a mentor with the Jacksonville Women's Business center for Marketing Matters.

Joanelle Mulrain

Joanelle offers marketing communications, PR and community outreach skills, including full-service advertising and tactical planning/execution. While she navigates various industries, she has a 30 year background in marketing. Her forte is to review and respond to immediate needs, as well as develop initiatives for placing clients in a leadership position. Her firm offers full-service/results-driven strategic planning, award-winning marketing communications, and outreach (best practices in fundraising, PR/social/community/media relations), reputation management, advisor, publicist, event planner, issues manager, media engager, speaker, full-service advertising (radio, tv, print, digital, social - executive producer, creative director, buyer), advocacy, motivator, mentor, grant writer, spokesperson, non-profit liaison rep, community steward, project developer, primary care/specialty medical group practice and referral strategist, volunteer, collaborative partner initiatives + agency work with group medical practices, (non-profits, and small businesses.). Joanelle has received several acknowledgements including Silver Anvil, Public Relations Society of America, McEachern Award, American Society for Hospital

PR and Marketing, American Hospital Association; Honorary Citizen of
Blackshear, GA. She is also a Creator of One Spark, the World's First
Crowdfunding Festival in Jacksonville, Florida. Joanelle graduated from
Jacksonville University with her Bachelors in Fine Arts.

**Julington Creek Plantation Community Development District
Policy for Purchase of Goods and Services**

This policy is designed to establish uniform procedures for the informal procurement of goods and services that are under the statutory threshold for formal public procurement under Florida law. Please refer to the District Rules of Procedure for the processes required when purchases exceed the public procurement threshold.

The fundamental purpose of this policy is not to restrict the effectiveness of the individuals involved in the day to day activities related to the procurement of goods and services, but to provide a sound foundation for effective, consistent and fair procurement practices.

If there are any questions or concerns relative to either these policies or the formal public procurement processes, please contact the District Manager or District Counsel.

I. Purchasing Policy Ethics:

1. Acceptance of gifts at any time from suppliers or contractors is prohibited.
2. No District employee or officer shall bid for, enter into, or be in any manner interested in any contract for District purchases or public works, nor shall any officer or employee seek to influence the purchase of a product or service from any proposer.
3. The provisions of Chapter 112, Florida Statutes, including section 112.313, pertaining to standards of conduct for public officers, shall apply.
4. No contract or purchase shall be subdivided to evade the threshold amounts or other requirements of this policy. Purchases, orders or contracts that are subdivided to circumvent this policy shall be considered unauthorized purchases.

II. Purchasing Threshold:

The District's General Manager has the authority to approve a one time purchase of goods or services of up to and including \$2,500.00 and is authorized to sign a proposal or agreement for such purchase of goods or services. The General Manager is not required to obtain three or more quotes prior to making a purchase under this section. No one other than the General Manager is authorized to sign any type of commitment or make any type of purchase on behalf of the District under this section. For purchases or commitments over \$2,500.00 or that are reoccurring purchases or services that would exceed \$2,500.00, such approval must be made by the Board of Supervisors at a public meeting. The only exception to this rule is for emergency purchases, as more particularly described herein.

III. Purchasing Process:

- **If the cost of construction will be less than \$325,000 and the cost of goods or services will be less than \$195,000, it is appropriate to informally solicit proposals for the work.**** These should be written proposals, bid from a standard scope of services or scope of materials. The proposals should be included in the District's agenda packages and reviewed by the District's Board of Supervisors. A summary of the proposals should be included in the agenda package. The General Manager shall secure, whenever possible, a minimum of three written proposals, which shall be the result of written

specifications transmitted by mail, electronic format or by facsimile. In those instances when securing three proposals is not practicable, the General Manager shall provide written justification of such. When applicable to the proposed project, companies must be properly licensed and insured to perform the work prior to the start.

- **Where, for any reason, a proposer is given an opportunity to re-bid on a solicitation, all competing proposers should also be given an equal opportunity to re-bid the requirement.** Those conditions in which it is in the District's best interests to allow a re-bid may include changes in requirements or changes in specifications.
- **Unless an emergency exists, the District's Board of Supervisors shall pre-approve the proposal at a Board meeting prior to the execution of an agreement.** The District's Board must approve the expenditure of funds prior to the execution of an agreement. If this pre-approval does not occur, it is possible that the agreement may not be honored by the District. The General Manager should seek District Counsel's review or drafting of an agreement once the proposal is approved by the Board.
- **Once the agreement is in place, provide copies of the executed agreement to the District Manager.** The District Manager is the official records custodian of the District.
- **For District Capital Improvement Projects authorized by the District's Board of Supervisors, keep the District Engineer updated on the process of installation or construction.** The District Engineer is ultimately responsible for the proper construction and installation of the District's improvements, so the District Engineer needs to know when construction commences, when inspections are scheduled, etc. Projects designed by other professionals should be inspected by that professional and accepted under terms set forth in agreement with the District.

IV. Emergency Purchases:

There may be a time when the General Manager deems a purchase of goods or services an emergency and such a purchase exceeds the General Manager's spending threshold. An emergency is one that causes an immediate danger to the public health, safety, or welfare. In these instances, the General Manager is authorized to make such a purchase to the extent necessary to remedy the imminent danger. To the extent possible, the General Manager should seek approval through the District's Chairperson and Manager prior to making such an expenditure.

** Note that the threshold amounts identified herein are established by Florida law and are subject to change. If at any point you have questions, please contact the District Manager or Counsel for assistance.

Job Description – JCPCDD General Manager

Title: General Manager
Reporting to: District Manager

Job Summary:

The General Manager is to provide the primary leadership for the development of CDD programs, resident, annual pass holder and guest access, volunteers/staff and all activities conducted through all of the Districts Recreational Facilities, including maintaining District Recreational Facilities and ensuring a safe and desirable environment.

Essential Duties and Responsibilities:

- Develops and implements annual objectives for the CDD
- Oversees the management of all operational functions of District Recreational Facilities, including profitability, sales, growth, cleanliness, staffing, safety, proper cash handling, risk management, and guest relations
- Selects, supervises, provides leadership to, and develops Recreation Staff, including approximately 17 Managers and at peak season range up to 167 total employees
- Maintains regular performance appraisals for managers through verbal, written and on-going review programs and helps facilitate the same for all staff
- Administers counseling, discipline, and dismissals in accordance with CDD policy and state and federal regulations
- Develops, manages and meets goals of the annual operating budget
- Maintains appropriate control of expenses, labor hours, operating costs, and inventory within areas of responsibility
- Handles improvements while working successfully with community partners
- Oversees the management of all department budgets while coordinating to provide a clean, safe and well- maintained building and grounds within the District
- Recommends, implements and enforces policies for assigned areas of responsibility
- Handles coordination of design and construction planning needed for grounds improvements
- Provides direction to Property Manager regarding Landscape and Irrigation for CDD responsible areas
- Researches and recommends new products and vendors to enhance guest satisfaction, sales, and cost control
- Creates necessary forms including but not limited to Rules and Regulations, Policies and Procedures and all documents needed for any of the District amenities and facilities to present to Board
- Acts as Safety Communications Department Leader
- Ensures facilities are maintained in accordance with JCPCDD risk management and safety standards and regulations to include recommending facility and equipment improvements as needed
- Ensures all goods are requisitioned properly using appropriate documentation
- Handles 401(k) plan, health insurance and other benefit administration and acts as Human Resource Manager
- Requires excellent organizational skills for keeping detailed records, reports and logs. Must be available 24/7 and be able to work outdoors and address emergency situations

General Manager – Contract Employee
Julington Creek Plantation Community Development District
St. Johns County, FL

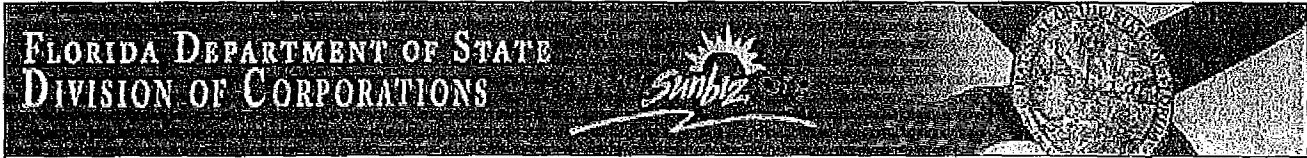
By way of background, the Julington Creek Plantation Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, and is located in St. Johns County, Florida. The District is home to approximately fifteen thousand residents. The District is currently accepting applications from companies interested in providing the personnel to perform the duties associated with the General Manager position.

The company contracted to fill this position will act as an independent contractor to the District. The company will be responsible for providing the personnel, in the form of a General Manager, that will provide the oversight and management of the operations of multiple amenity facilities, including but not limited to, multiple pool complexes, tennis facilities, a fitness center, child watch services, a café, meeting facilities and other infrastructure. The General Manager position also manages all of the District’s onsite staff, which staff numbers range up to 167 employees, depending on the season, and oversees an approximately five million dollar operations and maintenance budget. This contract position, which is expected to include at least 40 hours a week on site, will report to the District Manager and will also provide periodic updates to the District’s Board of Supervisors. For more information regarding the District and its operations, please visit <http://jcpedd.org>.

Minimum requirements for the position include five or more years of supervisory experience in a similar environment, and strong communication, public relations and leadership skills. Experience in recreational management and development and administration of budget and forecasting activities is preferred. It is anticipated this position will be on site for a minimum of forty hours per week. A specific job description is attached to this informational page.

Interested companies should submit their qualifications relevant to filling the General Manager position, including resumes and information on specific candidates for the position, letters of reference and other biographical information, as well as anticipated costs to the District for such services, by e-mail to jperry@gmsnf.com or by mail to the District Manager at 475 West Town Place, Suite 114, St. Augustine FL 32092. All information received on behalf of the District is subject to Chapter 119, Florida Statutes, Florida’s public records law. Companies submitting qualifications to provide such services must also agree to have employees successfully complete background testing and drug testing. The deadline for submitting qualification is _____, 2015 at 4:00 p.m.

The District is a drug free work place and is an equal opportunity employer that does not discriminate on the basis of age, color, disability, gender, gender identity, marital status, national or ethnic origin, race, religion, sexual orientation, or veteran status.



Detail by Entity Name

Florida Profit Corporation

ELITE AMENITIES INC.

Filing Information

Document Number	P10000022068
FEI/EIN Number	80-0574382
Date Filed	03/10/2010
Effective Date	08/01/2007
State	FL
Status	ACTIVE
Last Event	CONVERSION
Event Date Filed	03/10/2010
Event Effective Date	NONE

Principal Address

1257 SPLENDID RAVINE STREET
ST. AUGUSTINE, FL 32092

Mailing Address

52 TUSCAN WAY
STE. 202-326
ST. AUGUSTINE, FL 32092

Changed: 04/27/2011

Registered Agent Name & Address

PALMIERI, ANGELA
1257 SPLENDID RAVINE STREET
ST. AUGUSTINE, FL 32092

Officer/Director Detail

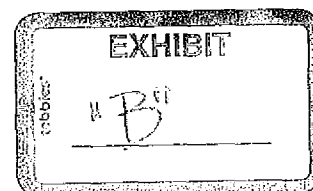
Name & Address

Title PRES

PALMIERI, ANGELA
1257 SPLENDID RAVINE STREET
ST. AUGUSTINE, FL 32092

Title VP

PALMIERI, SALVATORE



1257 SPLENDID RAVINE STREET
ST. AUGUSTINE, FL 32092

Annual Reports

Report Year	Filed Date
2014	04/30/2014
2015	04/20/2015
2016	04/20/2016

Document Images

04/20/2016 -- ANNUAL REPORT	View image in PDF format
04/20/2015 -- ANNUAL REPORT	View image in PDF format
04/30/2014 -- ANNUAL REPORT	View image in PDF format
04/24/2013 -- ANNUAL REPORT	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
04/27/2011 -- ANNUAL REPORT	View image in PDF format
03/10/2010 -- Domestic Profit	View image in PDF format

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Fictitious Name Detail

Fictitious Name

ULTIMATE RACING, INC.

Filing Information

Registration Number G11000111121
Status ACTIVE
Filed Date 11/15/2011
Expiration Date 12/31/2016
Current Owners 1
County ST. JOHNS
Total Pages 1
Events Filed NONE
FEI/EIN Number NONE

Mailing Address

1257 SPLENDID RAVINE STREET
ST. AUGUSTINE, FL 32092

Owner Information

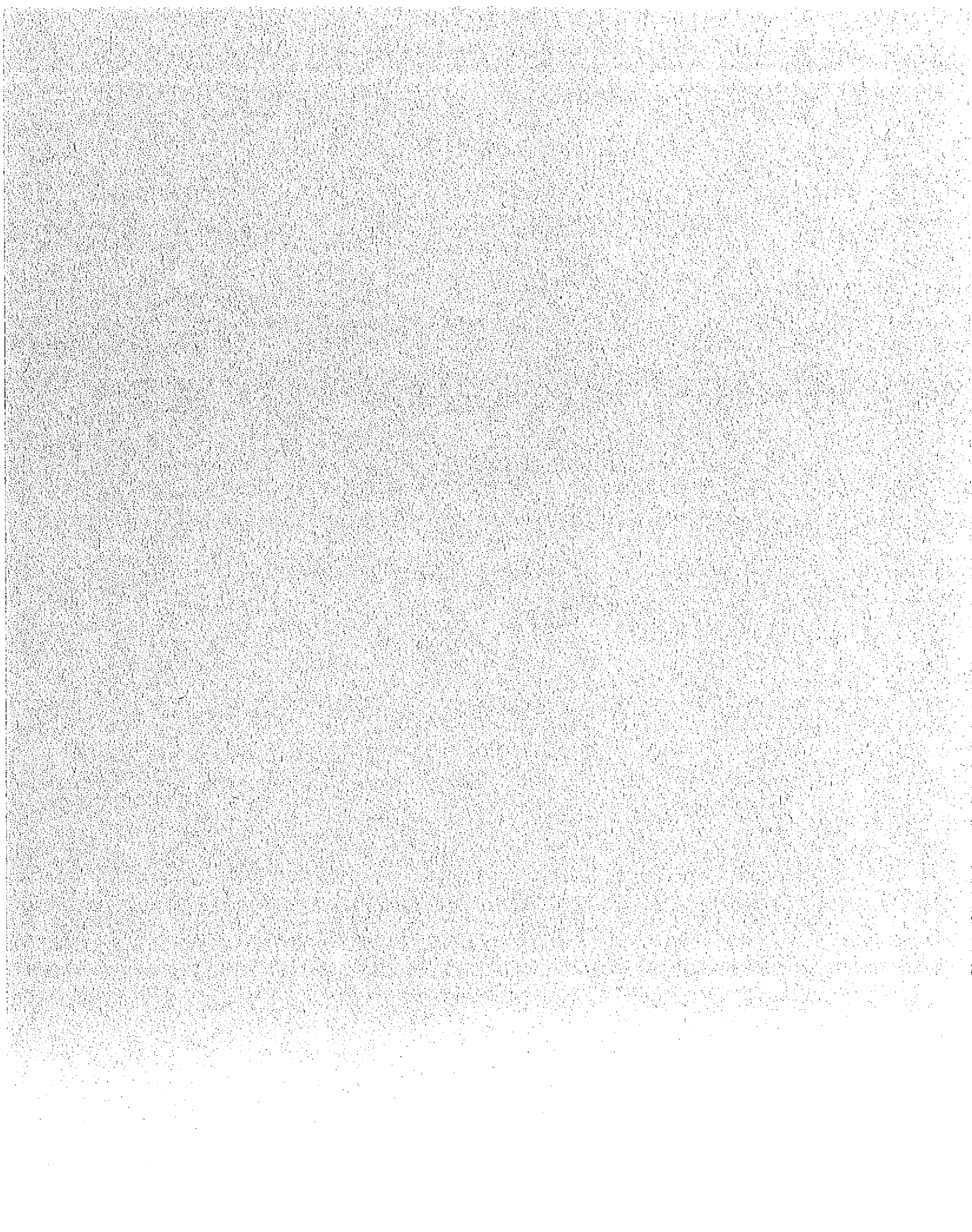
ELITE AMENITIES, INC.
 1257 SPLENDID RAVINE STREET
 ST. AUGUSTINE, FL 32092
FEI/EIN Number: 80-0574382
Document Number: P10000022068

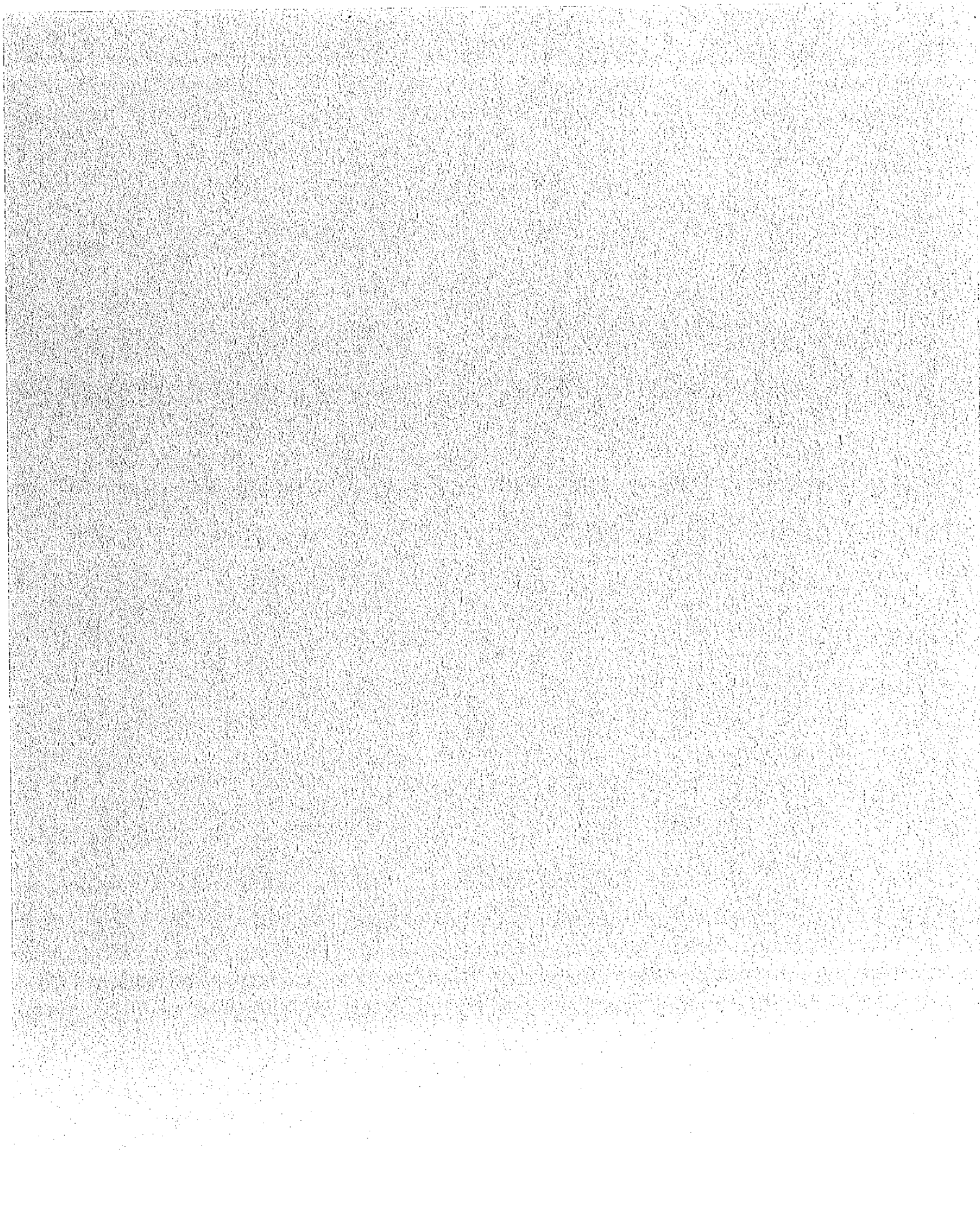
Document Images

11/15/2011 -- Fictitious Name Filing

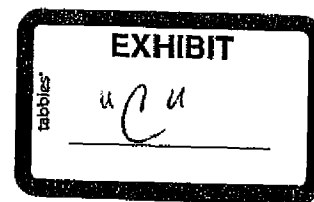
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No Filing History





From: **Monette Scott** tennismops@gmail.com
Subject: Fwd: Invitation to JCP
Date: May 13, 2016 at 1:52 PM
To: eckerscott@bellsouth.net



Sent from my iPad

Begin forwarded message:

From: Monette Scott <tennismops@gmail.com>
Date: May 13, 2016 at 7:08:57 AM EDT
To: drogerson@jcpcdd.org, npage@jcpcdd.org, tchambers@jcpcdd.org,
pjacob@jcpcdd.org, agoan@jcpcdd.org
Subject: Invitation to JCP

I resigned my front desk position and want to be sure to thank you for the wonderful years we had at jcp.

I want to invite you to join the front desk at your earliest convenience. I suggest you stop by, without pomp and circumstance, to observe the new software for yourselves. Please introduce yourselves because the new staff won't know you serve on the board. So far, the software has allowed us to enter the residents' information, but does not work well after that point. Please observe for yourselves how we (front desk staff/fitness staff) cannot check in other members of each family so that the adult checks in but no family members are checked in. We cannot figure out how to check them in, or we have no time to check them in before the next resident checks in. If the board was hoping this new software would provide more information, it will not. If this new software has potential, the staff needs much more help and support and training to use the software properly. We have given up hope how to either check residents in OR how to check in guests. Fitness is experiencing the same frustration, phoning the front desk to "get out" of a resident's profile so they can check in in fitness. What?

Instead of saving money, we now need three employees working at the front desk. Between handing out new access cards, checking in residents, taking payments for all departments and keeping the front desk organized (copies, etc.)

we mainly put out fires and barely check in residents.

All the money spent on this new software and paying extra staff to input new cards could have been much better spent on keeping Member Tracker and paying a software writer to alter the reporting system to include what the board requested. Two former front desk managers told Elite this software would not work in this environment, but the software was purchased in spite of the warnings.

I have loved working at JCP for eight years, the entire time the doors have been open. I don't want to leave this job but cannot work in this chaotic environment. When I have questions or need support, no management is available. Angi is spread so thin between all her Elite jobs and responsibilities and family and helping Sal with his business, that she doesn't have any time to devote to running JCP properly, thoroughly, or efficiently. I recently requested time to speak with her on several occasions and she never made time for even a ten minute conversation. I have seen the front desk become a chaotic mess over the last several months. Employees show up, survive their shift, and leave exhausted and frustrated.

I'm not certain that the board knows what is happening, the level of chaos and the low level of help and support. If you choose to forward this e-mail to Angi, be prepared to hear her usual excuses and blaming. That's her typical coping technique when confronted. She is good at painting a peaches and cream scenario when the peaches are rotting. I hope you will have the energy and concern to research and draw your own conclusions.

I am hoping that all of you will be able to see beyond your mission statement of "fiduciary and budget" and see into the rec center and its inner workings. Do you see what it offers the community? Do you see the benefits to the residents? But, are you able to see that the inmates are running the asylum?

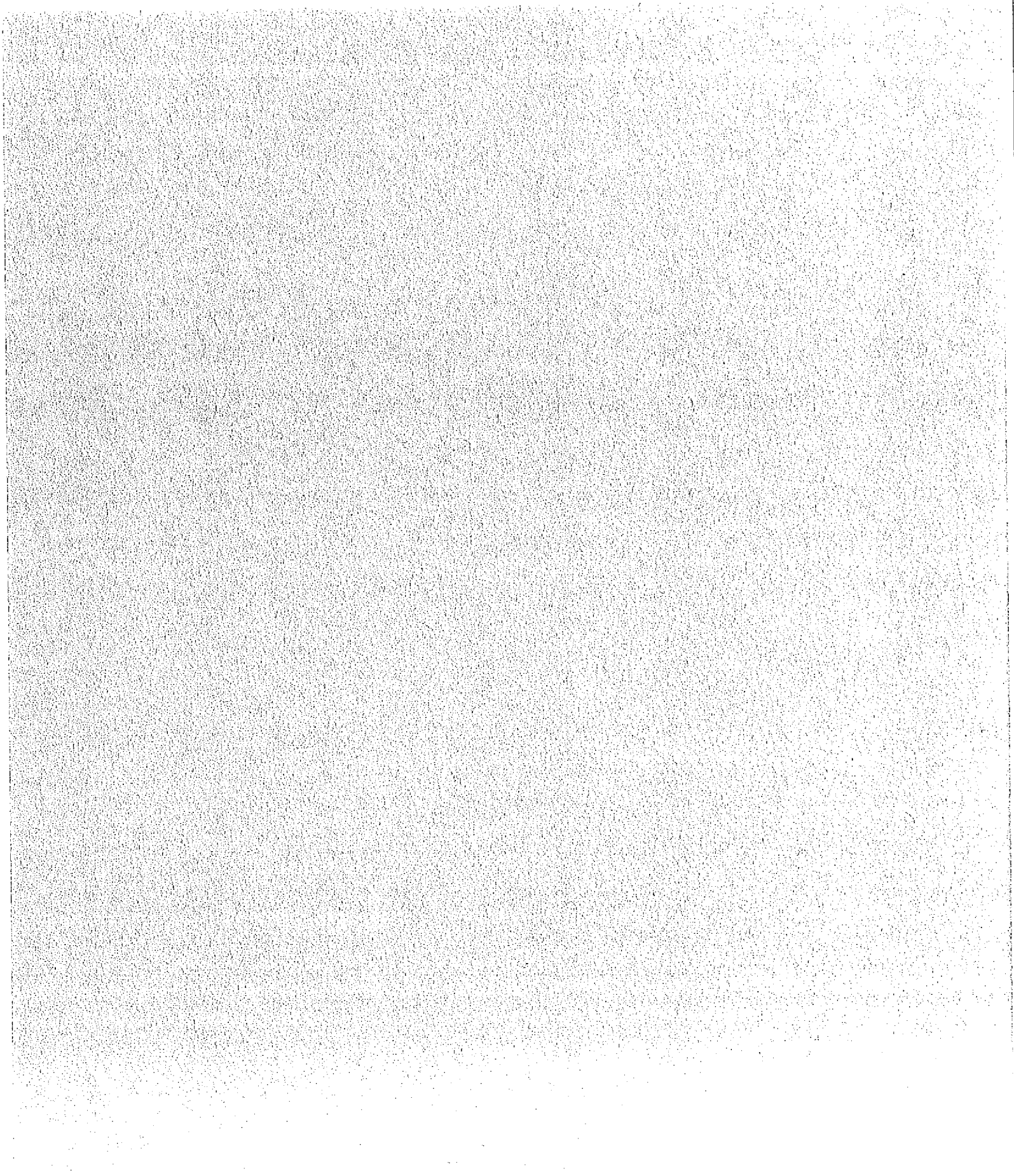
Please stand behind the front desk and quietly observe to see how the new software is [not] working. The front desk needs and deserves time and attention as the heart of the rec center. We need training, a procedure for reviews/raises, high standards for stellar customer service, and management that is present for questions and difficult situations. Please spend some time observing how things are going at the front desk. I would have been happy to have these conversations with Angi if she had made time to speak with me over the last several weeks.

I will miss my dear work-friends and will miss my regular patrons that have become like family. I don't want to leave this job but can no longer work in a facility where, "I don't know" is the typical and acceptable answer. The modern expression, "Whatever!" is the new mantra. It's embarrassing. Please educate yourselves objectively and decide if this loose environment is what you had in mind. The lights are on but no one's home.

Thank you for the last eight years of employment and good luck.

Monette Scott

Sent from my iPad



May 23, 2016

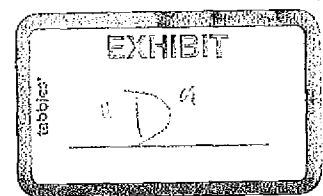
JCP CDD Board of Supervisors
350 Plantation Club Parkway
Saint Johns, FL 32259

Board of Supervisors,

I have worked for JCP CDD for 7 years. I have seen several managers come and go, but I have never been as concerned about the well-being of the facilities and the staff as I am now. I put in my two weeks on May 18 following a meeting with Angi Palmieri. I had been serving as the Assistant Aquatics Director since the end of August 2015. I had managed everything in the Department besides the budget, going to CDD meetings, and going to the weekly Manager's Meetings. I was in charge of scheduling, payroll, hiring, managing the Aquatics Staff, and numerous other administrative and clerical tasks. Angi Palmieri decided to bring in a new Aquatics Director after Kyle Nelson put in his two weeks. She did not post the job, but instead appointed someone from her company. She did not consult with me before appointing the new Director. When I asked why I had been overlooked since I had already been doing the majority of the Aquatics Director's responsibilities, her reasoning was that she was trying to do what was best for the company. She went on to say that I would not be allowed to hold office hours at the same time as the new Director, that I wouldn't be allowed to work as much, and that I could still lifeguard. It is not the decision that upsets me, but the unprofessional manner in which it was conducted and the subsequent poor treatment that followed. Maybe Angi did not realize how much I had done for the Department, but it would be hard to expect her to understand the depth of the Department as she rarely makes an appearance in the Aquatics Office to see what is being done by the staff.

The communication of Elite Amenities with its staff has been terrible. Everything sent out by Elite Amenities has been last minute. Information emails were not sent out to the staff regarding their pay, resulting in many lifeguards receiving incorrect or delayed pay. Each lifeguard, head guard, and supervisor was told that they would get paid the same amount per hour as they were with the CDD, but many of the guards have been receiving paychecks with the incorrect hourly pay. One lifeguard emailed Elite Amenities several times trying to get her pay problem solved, but never received a response.

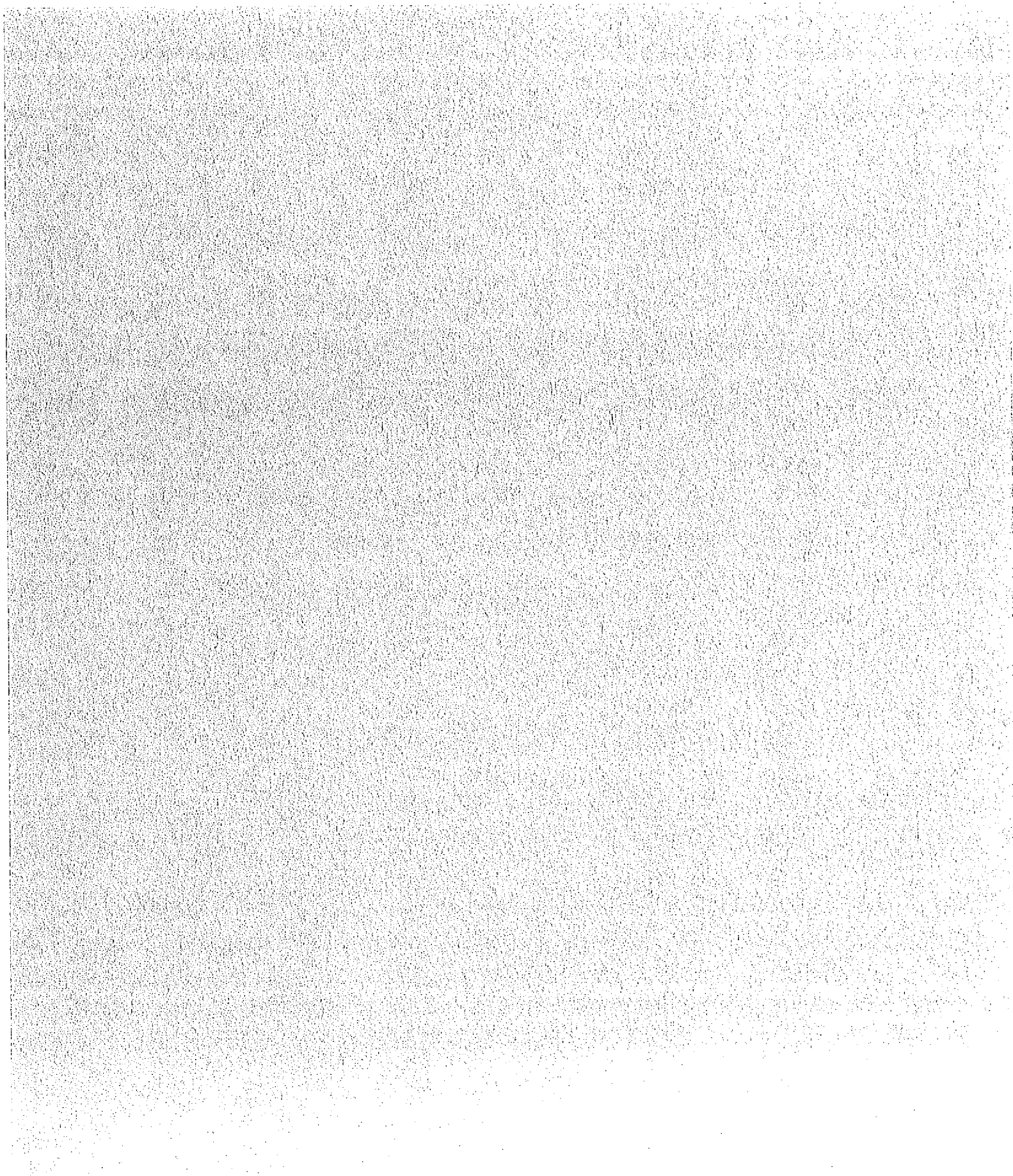
I have had discussions with nearly all of the lifeguard staff at JCP and the overwhelming consensus is a negative opinion regarding the direction of the Aquatics Department under Elite Amenities management. This is especially the case with the older and experienced lifeguards and supervisors. Elite Amenities is in over their head and it is just going to get worse as the summer progresses. I'm worried about the facilities being understaffed for the summer since Elite Amenities will make the JCP lifeguards go to their other pools. We have had two close calls with accidents that have required the lifeguards to perform CPR and call EMS in the past two years and one death while I have been on staff. If these facilities are understaffed or staffed with ill-equipped Elite Amenities lifeguards, I am concerned that there will be another terrible incident at the JCP pools.

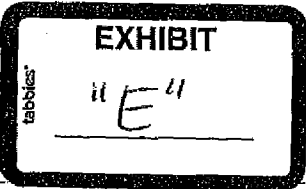


JCP used to be a great place to work, but since Elite Amenities took over, the work environment has become hostile and terrible. I specifically do not appreciate being verbally harassed at work by Angi and the new Aquatics Director in front of Scott Miller and a patron when I had not done anything wrong. As a result, I am scared to come to my last few days of work and I'm scared of what lies will be told about me during my last few days and once I'm gone. I have never been anything but hard-working and dedicated to my job. I understand that establishing new management in a business is difficult, but alienating and disrespecting the person who is responsible for 90% of the administrative duties of the Department is not the way to ensure a successful transition. While I will dearly miss my lifeguard staff, I am certainly glad that I will no longer have to be affiliated with this place.

Sincerely,

Megan Bookstaver





Threats

1. I will find out who is talking & you will be gone
2. New hires are best; existing staff have ^{too much} baggage
3. She won't be able to do what she wants when she ^{isn't} here any ^{more} with
4. Fire em Hire em & words that solve all my ^{problems & laughter}

Negligence / Inappropriate / Disorganization

904 699 331

1. Minal - are you my manager? Who is my mgr
2. New staff train new staff / uniform order
3. Sal - I don't work here / anyone to work ^{for} ^{him}
4. Tess - I'm so sick/tired of dealing w/ way people who are no longer here did things. Don't care who hears me ^{it}
5. Odessa, not pd after 2 wks, told by Lingi to put her name + email on paper & slip under door. I asked Tess if she got it. Oh?! I threw that away.
6. Taryn - denied 3% merit increase; quit peak season ^{40 hrs labor}
7. Phn on do not disturb 3 days; ^{text} son answered door ^{she is on}
8. Door closed / locked always
9. Ultimate Racing, life jackets - other business conducted at 10 ^{names on notebook} ^{crash left w/ cell email}
10. No response to leave requests emails texts - ^{public} ^{cell}
11. Room rental coordinate / party attendant / front desk ^{events} ^{per month} ^{yr}

Age Discrimination

New applicant - I don't expect a call from ^{custome} front desk
 They've gotten rid of all the older people I noticed
 & hire only young people now

False Witness - AP told BS A & Nolan she offered
 \$5.00 more/hr to Tracy / Monate for front desk leadership
 - room rental coordinator
 Aaron - w/ Elite long term - hired some days ago Kyle assigned to
 per search v

Fraud Carla Strickland 964-495-8199 unpd 2 wks
Cafe charged to CDD \$10,000 ; Food/Drinks - Children
Rental Rooms charged attendant fee - no attendant or coordinate
- duties left to any staff willing or pressed to provide CSK
Asking CDD budget 1000 for Site Events F T F Fri/ Binge
Child Cut off; Luminaries;
Asking pay increases.

I liken our CDD authoritative structure to a game of pin the tail on the donkey. Each Board Super arrives at the mo. mtg equipped w/ a paper tail & thumb taci, figuratively, signifying their public Commission to make district decisions.

Blindfolded by the sunshine law prohibiting shared information among w/ each other outside the mtgs, ^{vote by vote} they place the tail on the mounted paper donkey, informed between or at mtgs by various sources who provide facts or opinions.

This process is repeated monthly w/ ^{different} results of tail placement on the body of the donkey.

As a result of such decisions we now have our Mgmt Co, Elite & remaining CDD ^{staffed} departments in a blended family after 2 divorces of in house GMgmt. This 3rd marriage is producing a budget of yours, mine & our costs which I no longer find to be transparent.

As a resident, dept mgr & hskpg laborer, I welcome whatever is good for the district & have adapted & embraced mgmt changes since 2008, maintaining a thriving Hskpg dept.

As all of our depts are being considered for dissolution as CDD employees ^{to be} contracted by Elite or other vendors, I hope to see the same high standards of cleanliness maintained for the same cost.

An estimate from a commercial cleaning co. in ^{presented} ~~presented~~ ^{is} a 50% labor increase for the same work rendered by JCP in house cleaning staff ~~is~~.

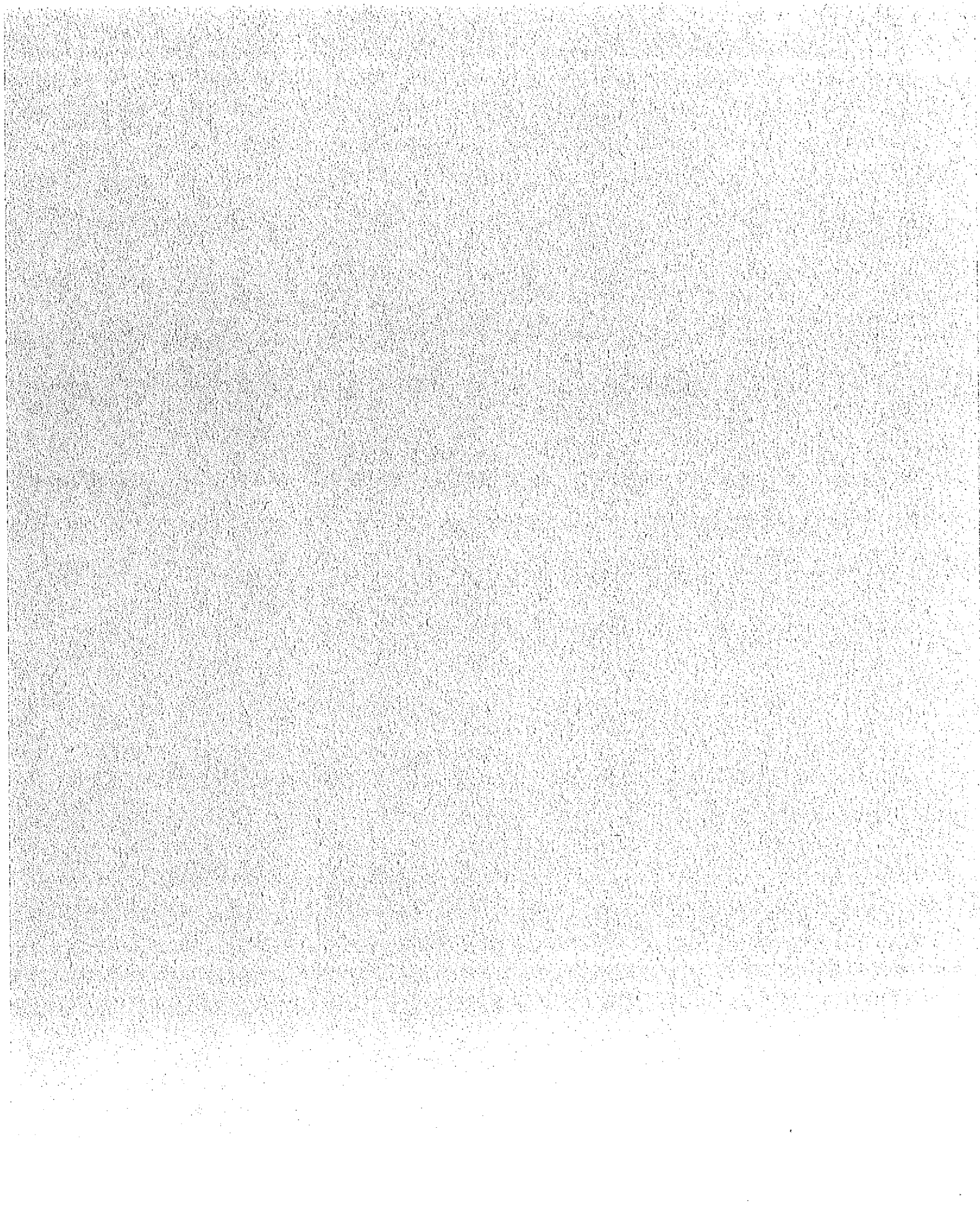
w/ no mgmt position afforded in that proposal to
Co-ordinate needs of ongoing events & dept functions
cleaning for ^{low change} daytime functions & events & also
excluded ~~from~~ Annual ~~the~~ cleaning projects, windows, blinds
light fixtures, floor care etc

£ 30 hrs during
off season

This month we lost a valuable HSKP staff and on
the 40 hours of labor she contributes during summer
break. Please be patient as we fill her vacancy
& resume our efficiency. Should anyone show
our loss of hands or effort to keep us in
peak season ~~Her resignation could have been~~
My efforts to reward ~~and~~ ^{prevented} exceptional workers
Employee retention is maintained by a ^{& prevent} ~~reasonable~~ ^{fair} ~~eval~~ ^{pay} ~~system~~ ^{incentive} ~~Cost of~~ ^{the} ~~merit~~ ^{incentive} ~~increase~~
system. This staff was discouraged due to this
benefit denied this year, although awarded in
her fiscal year rating & approved ^{by the Board} budget.

We are thrifty & pride ourselves on ^{adapt} budget
that ~~we~~ gets the job done as economically as possible
and keeps CDD fees low.

We ^{appreciate} ~~truly~~ ^{appreciate} all the appreciation
we receive ^{for} ~~for~~ as we labor in love & dedication.



From: <angi@eliteamenities.com>
Date: Jun 8, 2016 8:04 PM
Subject: RE: [FWD: Odessa Mayer accepted your offer!]
To: "Odessa Mayer" <mayerodessa@gmail.com>
Cc:

Odessa,

I am sorry to hear your frustrations. I only had one call from Chelsea saying that you were looking for me when I talked with you on the phone. This is the first I am hearing that you were trying to get with me or anyone else about issues you needed help with. I understand that you were working weekends and that I am normally not there since I work Monday through Friday, however, I am always available by phone and the desk has all of my phone numbers posted. Unfortunately I never received a written message from you from anyone at the desk and did not see you during the week and I am there every day.

You were to get the Zenefits sign in and I am not sure what happened with that. As far as Monday, I have been ill - as you know - and was out on Monday and Tuesday as well as all the staff was dealing with the storm preparation. I did ask Tess to get with you and it sounds like she had your information loaded the same day.

The last weekend that you worked is on the current payroll, so again, it was a 2 week period which is standard for our payrolls at Elite.

Again, I am sorry that you were frustrated and truly wish you would have spoken directly with me. When we talked, I promised you I would get it taken care of and we did.

I will issue you a check for the last 2 days you worked on the next payroll which will be next Friday.

I wish you much success here in Florida.

Kind regards,

Angi Palmieri
Elite Amenities, President
904/710-0172
www.eliteamenities.com

----- Original Message -----

Subject: Re: [FWD: Odessa Mayer accepted your offer!]
From: Odessa Mayer <mayerodessa@gmail.com>
Date: Wed, June 08, 2016 3:38 pm
To: angi@eliteamenities.com

Good Afternoon,

Yes it has been a month of working weekends:

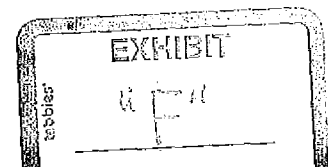
Sunday May 15th 1-7

Sat May 21st 7:45-2 & Sunday May 22nd 1-7:15

Saturday May 28th 2-8:15 & Sunday May 29 1-6

Saturday June 4 1-8:30 & Sunday June 5 1-6:00

A total of four weekends in a row of working without getting any further in having paperwork filled out. As I explained to Chelsea this past weekend; it would be my last until things were figured out. Without paperwork on file I am not getting paid and since I had already missed a paycheck if the paperwork wasn't done soon then I would be missing another one.



For the past two weeks I have attempted to find out who could help me. I have called your cell phone but voicemail was always full, I have left messages for you at the center, I was sent to speak to different people and was told to stop by M-F during business hours. All of which were ineffective. My final push to get things accomplished was to remove myself from the schedule and to email you from the front desk. Instead Chelsea was able to get you on the phone and my understanding was everything would be handled Monday. I never received any emails Monday and instead went back in Tuesday morning in person still trying to get things solved. Again I was sent to several different people before speaking with Tess who knew that I needed to have the HR email but nothing about a check.

Several hours after speaking with Tess I still had not received an email and had to call back again. At this point I contacted Chelsea to remove me from the schedule since things were still not sorted out. When I did finally receive the email I was being asked to sign a job acceptance letter stating I was being paid a dollar an hour. At this point I have lost faith and trust in being treated appropriately. After texting with Tess a corrected offer was sent and I have filled out all online information.

I share this detailed account with you because it took me becoming unbelievably frustrated before I could get anything accomplished. The complete lack of communication, clearly defined management roles and disorganization have caused this problem. Add to that, every weekend I have worked my schedule gets changed after it has been posted and has caused multiple conflicts. After much discussion between my husband and myself we have decided this job is not for me. I will make sure to drop off the two shirts I was given and hope there are no further issues with the last paycheck being direct deposited into my account in two weeks.

Sincerely,
Odessa Mayer

On Wed, Jun 8, 2016 at 10:40 AM, <angi@eliteamenities.com> wrote:
Hi Odessa,

Just reviewed your When2Work and I think you said it's been a month since you started, but your first day on W2W online schedule was May 15th. Is that correct? Seems right to me.

You have a total of 30.75 hours in that 2 week period which really would have been paid on June 3rd anyway so you have not missed a payroll. Sending this in an email too. This pay period went through May 31st.

Your check is at the desk!

Thank you,

Angi

Angi Palmieri
Elite Amenities, President

904/710-0172
www.eliteamenities.com

----- Original Message -----

Subject: [FWD: Odessa Mayer accepted your offer!]
From: <angi@eliteamenities.com>
Date: Tue, June 07, 2016 7:57 pm
To: mayerodessa@gmail.com
Cc: info@eliteamenities.com

Hi Odessa,
I see that you finally got the Zenefits link. If you haven't already filled out the online form, please do so I can put you in Suntrust tonight and get you a check tomorrow. I need important information like your SS, tax withholding and bank account info in order to do a special payroll request for you. I am not sure what happened with the Zenefits, but it's good now. I will be in tomorrow around 9 so I can just put your check at the front desk if you can fill in Zenefits tonight. After this is processed, you will be on a regular schedule to receive DD every other week.
Kind regards,

Angi Palmieri
Elite Amenities, President
904/710-0172
www.eliteamenities.com

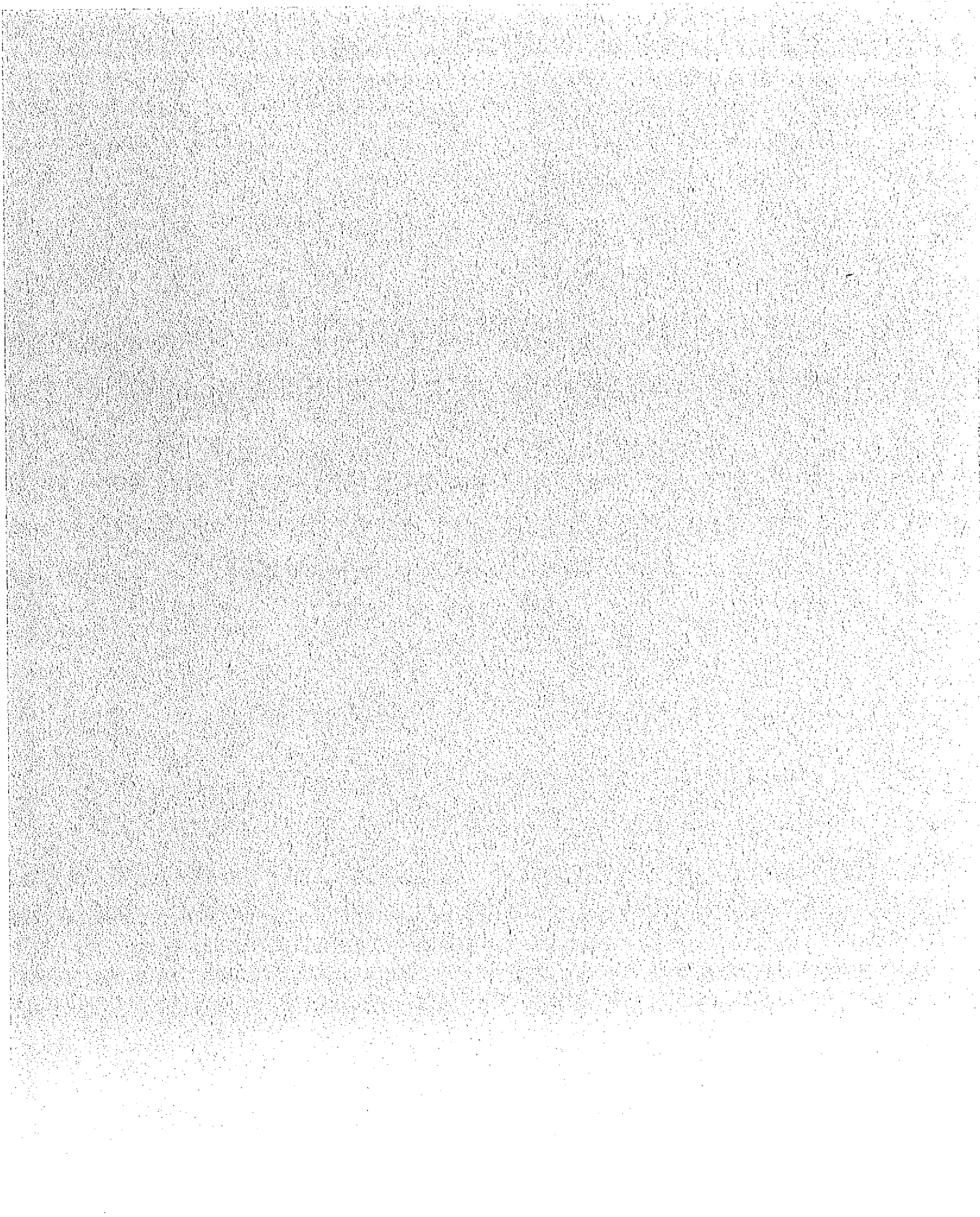
----- Original Message -----

Subject: Odessa Mayer accepted your offer!
From: Zenefits <noreply@zenefits.com>
Date: Tue, June 07, 2016 7:30 pm
To: angi@eliteamenities.com

Hi Elite Amenities, Inc. Administrator,
Congratulations: Odessa Mayer has signed your offer letter and/or employment agreement(s).
Now that it's official, we'll automatically send Odessa an email to enroll in benefits offered by your company, if applicable.
We'll also send you a link with everything you need to add Odessa to payroll. As soon as we get payroll information from Odessa, we'll send it your way.
Congrats again on the hire!

Thanks,

Zenefits Client Support
For more information or assistance, please visit help.zenefits.com.
Still have questions? [Contact us here](#).

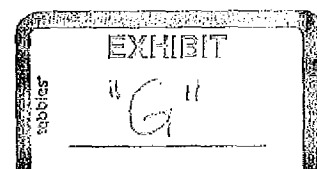


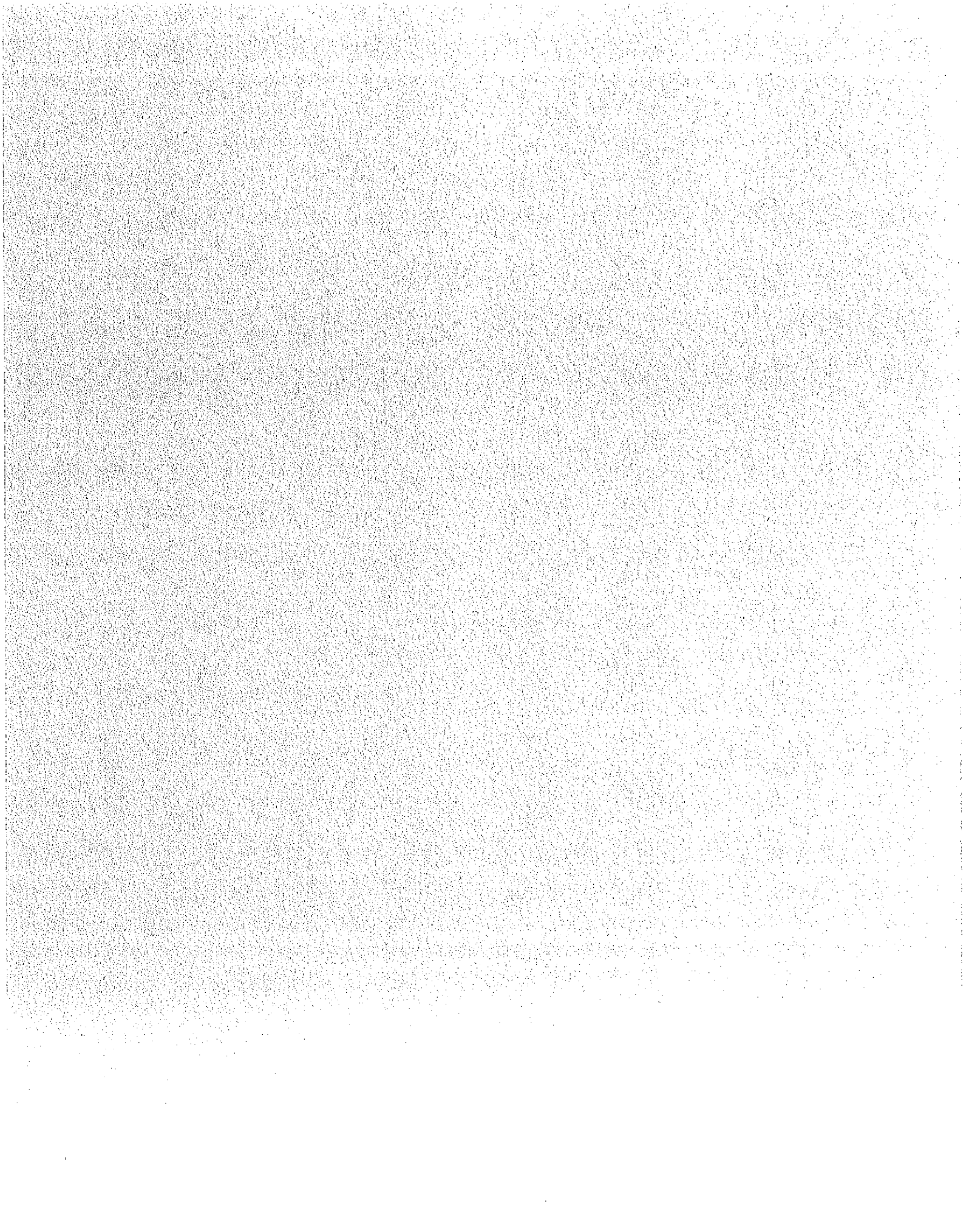
Friday, 6/10/16, 9:55 a.m.-12:45 p.m.

On June 10, a Lifeguard Supervisors' meeting was scheduled to begin at 10:00 a.m. At 9:55, I was texted to come to Angi's office. Angi and Tess were there. They claimed that Alexis has complained about me for not giving her a break on Wednesday and said that Sarah had specifically told me to give her one. I told them that was not the case; Sarah had asked me to check on Alexis, which I did, multiple times. Alexis had told me earlier that she was recently sick so I had been checking on her anyway offering water and such, and she repeatedly said she was fine. I was then told that my supervisor promotion would be withheld (I had already worked four supervisor shifts). At this point, Sarah was not in the room. Then we went to the meeting and we all discussed pool rules.

Afterwards, Angi, Tess, Sarah, and I went back to Angi's office. They said we had been told what the break schedule for lifeguards was in the letter. That is incorrect. (On Friday, June 3, Sarah had been circulating a letter outlining a new lifeguard rotation schedule and had asked all the supervisors to sign it acknowledging the new schedule. The letter indicated the progression of stations that lifeguards would have but nowhere in the letter did it state when breaks would occur for each guard in the rotation or how long a break would be.) At this point, I said that I wanted Alexis there so we could get to the bottom of this, but they began discussing what happened although she was working at our other pool. I said I was not comfortable talking about it without Alexis there to have input. So we left the Rec Center to drive to the Aquatic Complex, but as I was driving away, I saw the three of them talking together before leaving.

Alexis, Angi, Sarah, and I sat down together and Angi and Sarah asked Alexis to say what had happened the day of the so called incident. Once Alexis told them that she had said nothing about me, Angi immediately fired back that there was "miscommunication" and that Alexis had not complained about me, or said anything at all about me. They were telling us the new rotation schedule had been in place since Tuesday, but apparently none of the supervisors knew about it until Thursday and some more learned about it at the meeting on this day, 6/10. I told them I didn't understand how a report could be "miscommunicated" when there was no report at all. They also told me they didn't want to have an "Evan witchhunt" and I told them I believe that's what it is. My mother is a CDD Board member who does not always agree with the management and actually met with Angi and Sarah to discuss the changes in Aquatics on Thursday, 6/9. The result of our meeting was that they said my promotion was not going to be withheld. There was no validity to their claims. I wondered if they would try to lessen my pay for the work I had already done because although I have been working shifts as a supervisor and had the position for around 2 weeks, I had no paperwork to show my new status or pay rate. Many of the new supervisors and swim lesson instructors have had issues getting any answers from them and are worried about being paid correctly.





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June 30, 2016

VIA EMAIL & U.S. MAIL

Lindsay Oyewale, Esq.
DeBeaubien Knight, Simmons,
Mantzaris & Neal, LLP
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Email: ln012@dbksmn.com

Re: Angela Palmieri and Elite Amenities, Inc.

Dear Lindsay:

After giving thought to some of the questions that you raised with Ms. Palmieri, one of which dealt with whether she ever directed CDD employees to perform work for Ultimate Racing, she believes she answered no. Upon reflection, she recalls that on one occasion, during a slow period in the fall, she did ask two Elite Amenities employees at the front desk if they would mind helping stick medals for a fundraising event in memory of her father that was not related to Ultimate Racing. They agreed, and when they did not have any CDD business to conduct, they did assist in sticking medals for the fundraiser. If you have any additional questions concerning this issue, please feel free to contact me.

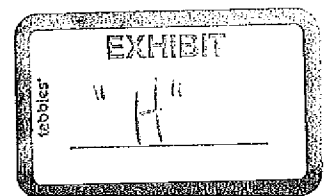
Sincerely,

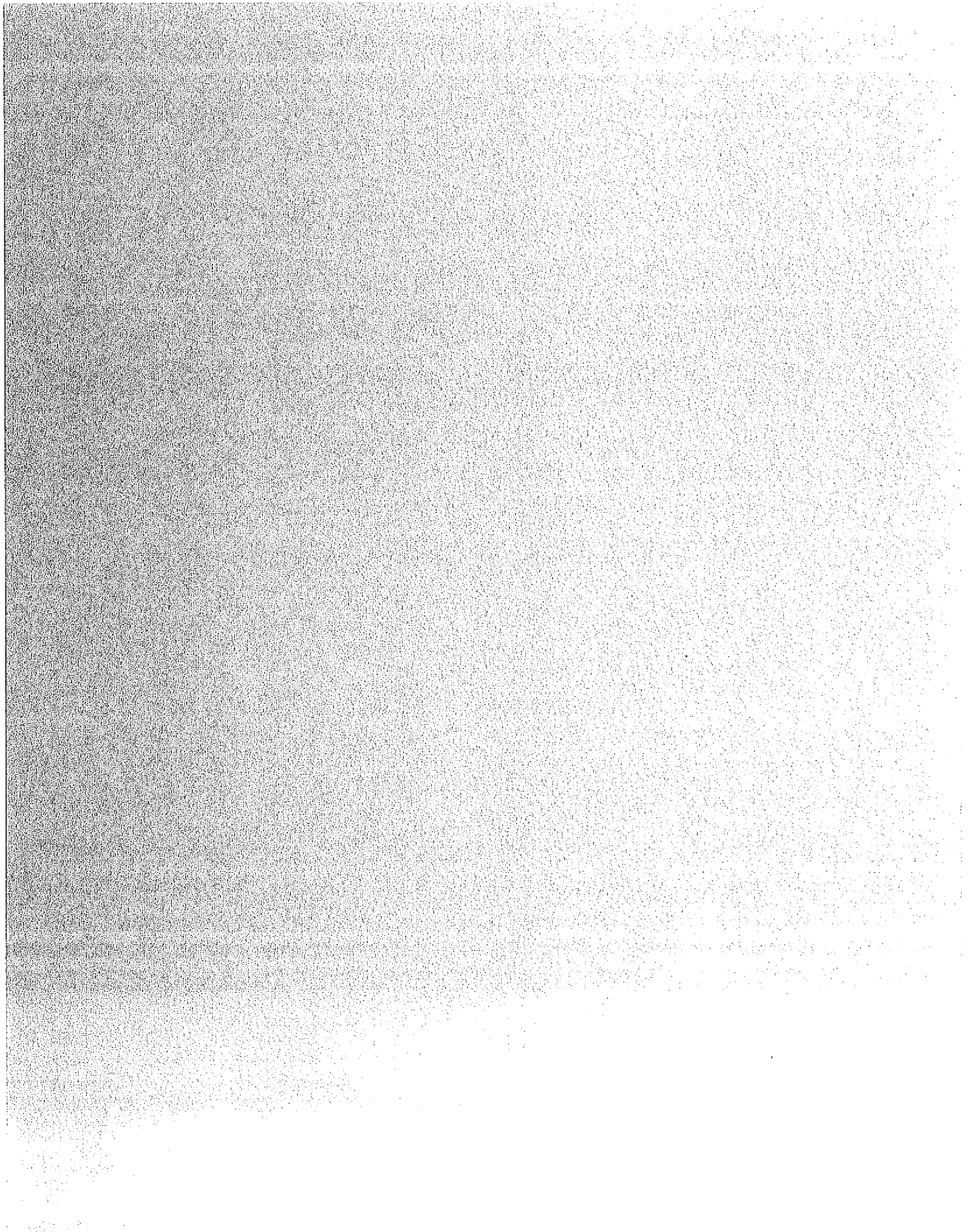


William H. Andrews

WHA/ps

cc: Jennifer Kilinski, Esq.
Angela Palmieri





**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**



Detail by Entity Name

Florida Limited Liability Company

GOOD FOOD SOUTH, LLC

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Principal Address

350 PLANTATION CLUB PARKWAY
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Title AR

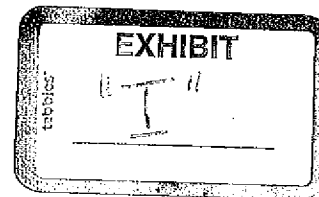
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