

**RIVERCREST
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
CONTINUED MEETING
JUNE 5, 2018**

RIVERCREST COMMUNITY DEVELOPMENT DISTRICT AGENDA

June 5, 2018 - 6:30 p.m.

The Rivercrest Clubhouse, located at 11560 Ramble Creek Drive, Riverview, FL 33569

District Board of Supervisors	Chairman	Joe McGee
	Vice Chairman	Elaine Sellent
	Supervisor	Lisa Fernandez
	Supervisor	Frank Nocco
	Supervisor	Ed Lamp
District Manager	Meritus	Brian Howell
Operations Manager	Rivercrest CDD	Rick Reidt
District Attorney	Bush Ross, PA	Michelle Drab
District Engineer	Stantec, Inc.	Tonja Stewart

All cellular phones and pagers must be turned off while in the meeting room

The District Agenda is comprised of seven different sections:

The meeting will begin at **6:30 p.m.** with the third section called **Audience Comments on Agenda Items** this is an opportunity for the individuals to comment on agenda items. The fourth section is called **Staff Reports** this section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action and vendors presentation of information from any potential or current contractor of the District. The fifth section **Business Administration** contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The sixth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. The seventh section is **Old Business** this section covers any business brought before the Board at previous meetings in which a decision was not made or further information was required before a decision could be reached. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 397-5120 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The eighth section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to **three (3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINSTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.**

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically, no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 397-5120, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

June 5, 2018

Dear Board Members:

The Continued Regular Meeting of the Board of Supervisors of the Rivercrest Community Development District will be held on **June 5, 2018 at 6:30 p.m.** at the Rivercrest Clubhouse, located at 11560 Ramble Creek Drive, Riverview, FL 33569. The agenda is included below.

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. CHAIRMAN COMMENTS ON DISTRICT MATTERS

4. AUDIENCE QUESTIONS AND COMMENTS ON AGENDA ITEMS

5. VENDOR/STAFF REPORTS

A. Landscape Bid Process (Paul Woods).....Tab 01 Page 04

B. District Manager – Brian Howell

i. Consideration of Resolution 2018-03; Approving Fiscal Year 2019 Proposed Budget
& Setting Public Hearing*Under Separate Cover*

6. SUPERVISOR REQUESTS AND COMMENT ON OTHER ITEMS

7. ADJOURNMENT

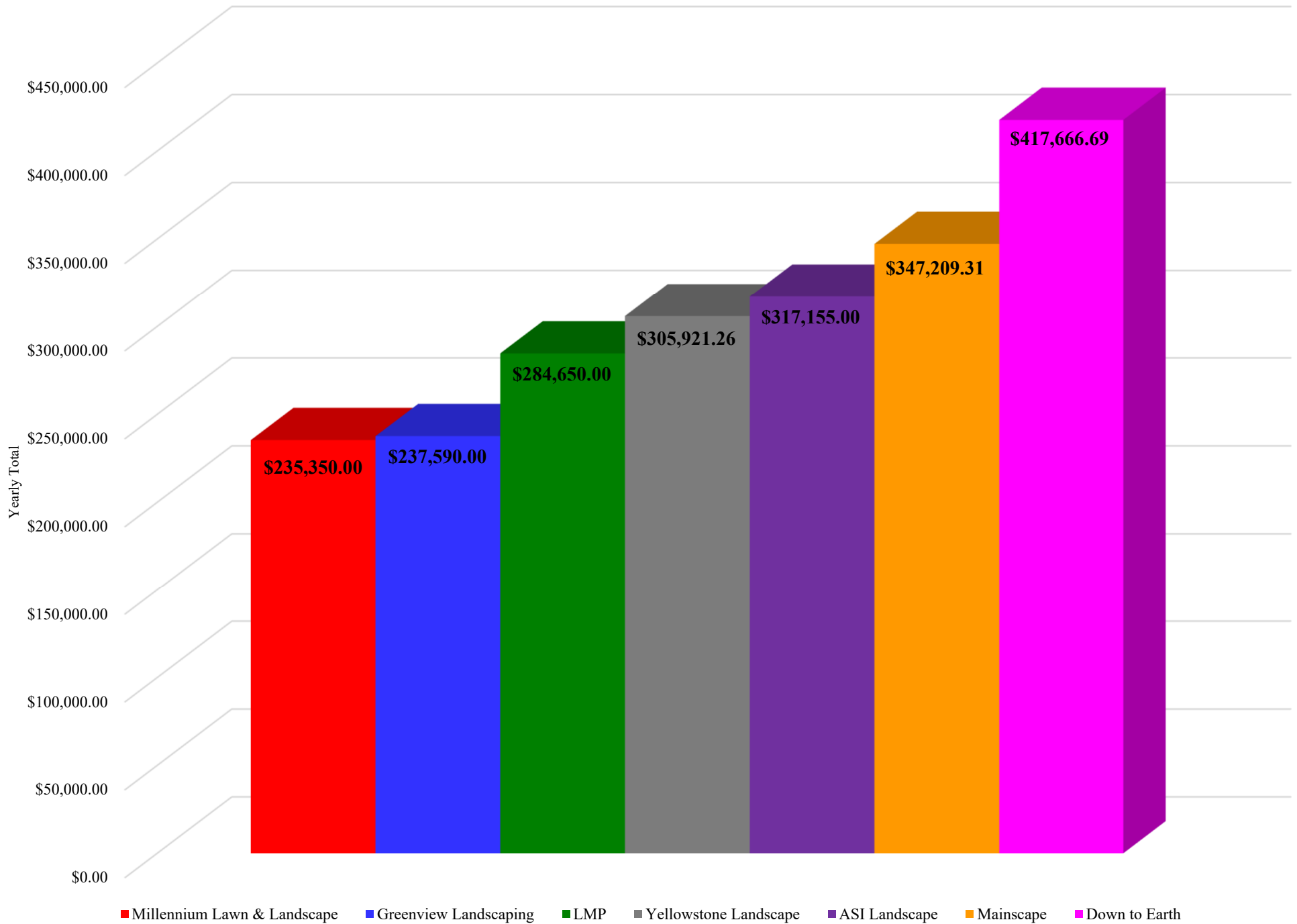
We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 397-5120.

Sincerely,

Brian Howell
District Manager

RIVERCREST CDD BID SUMMARY

May 18, 2018



RIVERCREST CDD

BID SUMMARY

May 18, 2018

COMPANY	LANDSCAPE MAINTENANCE TOTAL	SEASONAL COLOR/PERENNIAL MAINTENANCE TOTAL	SEASONAL INSTALLATION TOTAL	MULCH TOTAL	1 ST YEAR GRAND TOTAL
Millennium Lawn & Landscape	\$194,850.00	\$2,000.00	\$8,500.00	\$30,000.00	\$235,350.00
Greenview Landscaping	\$206,970.00	\$6,300.00	\$4,320.00	\$20,000.00	\$237,590.00
LMP	\$233,560.00	\$6,435.00	\$780.00	\$43,875.00	\$284,650.00
Yellowstone Landscape	\$250,516.00	\$6,386.00	\$4,981.76	\$44,037.50	\$305,921.26
ASI Landscape Management	\$229,460.00	\$12,085.00	\$10,360.00	\$65,250.00	\$317,155.00
Mainscape, Inc.	\$276,478.68	\$3,818.87	\$10,211.76	\$56,700.00	\$347,209.31
Down to Earth	\$340,866.69	Included	\$12,800.00	\$64,000.00	\$417,666.69



AGREEMENT FOR SERVICE

THIS AGREEMENT for OLM, Inc. Services (“Agreement”) is made and entered into this ___ day of _____ 2018, by and between Rivercrest Community Development District (“Owner”), and OLM, Inc., (“OLM”) hereinafter collectively referred to as the “Parties”.

WHEREAS, Owner desires to avail itself of the services of OLM for that certain property located at 11560 Ramble Creek Drive, Riverview FL 33569 commonly known as “Rivercrest CDD.”

1. FEES. OLM will perform the Services as defined in Section 4 for the following fees:

A. Monthly Landscape Maintenance Inspection:

1. Perform Grounds Inspection
2. Complete Inspection Report
3. Complete Inspection Gradesheet

Total Monthly Fees for A:

Rivercrest CDD \$1,250*

**This fee is based on performing the monthly landscape inspections concurrently with other properties in the area.*

These fee amounts quoted in Section 1 above are valid for one (1) year from the commencement of the term as defined in Section 3 below.

2. SIGNATURES. The parties hereto signing this Agreement hereby represent that each is a duly authorized representative with the express authority to enter into this Agreement on behalf of their respective companies.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

OLM, INC.

OWNER

Signature: _____

Signature: _____

Print Name: Thomas V. Medlock

Print Name: _____

Title: President

Title: _____

Date Signed: _____

Date Signed: _____

3. TERM. The term of this Agreement shall commence on _____, 2018, and remain in force until terminated. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other Party

4. SERVICES. OLM will perform the following professional services (“Services”).
- A. Monthly Landscape Maintenance Inspection:
1. Perform Grounds Inspection
OLM will schedule and coordinate the Monthly landscape maintenance inspections that are performed once a month. These inspections of the property will consist of a thorough visit of the exterior landscape areas by OLM, the Owner’s representative and the landscape maintenance Contractor.
 - a. Develop Monthly Landscape Maintenance Inspection Program
OLM will develop the Monthly maintenance inspection program where OLM and Owner will visit the property once per month with the Contractor. OLM will evaluate the Landscape Maintenance Contractor’s performance and implement the *Performance Payment*™ program.
 - b. Develop Weekly Maintenance Worksheets
OLM will develop a Weekly Maintenance Worksheet that the Contractor must turn in after each visit to the property. This worksheet is designed to be a communications tool for the Contractor to the Owner.
 2. Complete Inspection Report
After each Monthly landscape maintenance inspection, OLM will develop a detailed report to be provided to the Owner and Contractor. All items on the report are the responsibility of the Contractor to perform or correct prior to the next grounds inspection. OLM is not responsible for identifying and resolving safety issues of any type.
 3. Complete Inspection Gradesheet
OLM will grade the Contractor’s Monthly Performance based on the timely and quality execution of the required maintenance activities. This sheet will inform the Contractor of his overall performance for that month and calculate what percentage of that month’s *Performance Payment*™ the Owner is to pay the Contractor.
- B. Additional Services:
Additional Services may be performed by OLM upon mutual agreement between the Parties by written amendment to the Agreement.

5. FEES AND EXPENSES.

- A. Monthly Landscape Inspection Fees and Expenses:
1. All printing, postage, shipping and long distance telephone costs necessary to perform the Services defined in Section 4 are included in the fees quoted in Section 1.
 2. All travel costs including airfare, car rental, lodging, meals, etc. necessary to perform the Services defined in Section 4 are included in the fees quoted in Section 1.

Owner requested major revisions or additional work elements not defined herein shall be invoiced separately at the hourly rate of \$125.00 plus reimbursable expenses.

6. PAYMENT. OLM will invoice for the Monthly Landscape Maintenance Inspections, including reimbursable expenses, upon completion of each inspection.

Payment by Owner shall be due within thirty (30) days of receipt of invoice from OLM.

OLM will invoice for any customer requests of services outside of the above stated services upon completion of such requests.

Invoices outstanding for sixty (60) days or more may result in the discontinuation of Services by OLM. Services will be resumed by OLM upon the receipt of payment in full for such outstanding invoices.

If full payment is not received within ninety (90) days, an interest charge of one and one-half percent (1-1/2%) per month (18% per annum) will be added to the invoice. All accrued interest charges shall be added to Owner's account and shall be due and payable in full in the same manner as set forth for invoices herein. Acceptance by OLM of less than full payment shall not be a waiver of any of its rights.

Owner agrees to pay all costs of collection, including fifteen percent (15%) of the principal and interest due as attorney's fees, if any past due amounts are collected by legal action or through an attorney-at-law.

Should this Agreement be terminated by either Party, OLM will discontinue the Services and will deliver all completed and/or uncompleted work-products "as-is" to Owner and OLM will invoice an amount based on the percentage of work completed for the Maintenance Inspections, including all unpaid reimbursable expenses.

7. **INSURANCE.** During the life of this Agreement, OLM shall at all times carry on and maintain at OLM's sole expense, automobile liability insurance (including employer's non-Ownership liability) of not less than One Million Dollars (1,000,000) combined single limit for bodily injury and property damage and General Aggregate in the amount of Three Million Dollars (3,000,000).

OLM shall maintain all of the foregoing insurance coverage in full force and effect until the Services under this Agreement are fully completed.

8. **INDEMNIFICATION.** Each Party hereby indemnifies and saves harmless (including court costs and reasonable attorney's fees) the other Party and its officers, employees and agents from all suits, actions or claims of any nature resulting from the indemnifying party's negligence or willful or reckless conduct. A Party shall be relieved of liability under this indemnification to the extent that such liability arises out of any claim or suit which is attributable to the act or failure to act of the other Party. Each Party indemnifies and saves harmless the other Party from all such costs and claims arising out of such Party's failure to perform any obligation assigned to it hereunder.

9. **RELATIONSHIP BETWEEN THE PARTIES.** Nothing herein shall be interpreted or construed so as to create any permanent relationship between the Parties. In performing the services under this Agreement, OLM shall operate as an independent contractor and shall not act as or be an agent or employee of Owner. OLM shall in no way have authority to bind or obligate Owner in any respect.

10. **SUBCONTRACTORS.** OLM reserves the right to use a subcontractor(s) to perform any of the Services described in Section 4 above.

11. **NOTICES.** Notices shall be in writing, effective upon receipt, if mailed or emailed to:

OLM: OLM, Inc.
975 Cobb Place Blvd., Suite 304
Kennesaw, GA 30144
Attn: Tom Medlock
Phone: 770-420-0900
tmedlock@olminc.com

OWNER: Rivercrest Community Development District
11560 Ramble Creek Drive
Riverview, FL 33569
Attn: Rick Reidt
Phone: 813-672-3804
rick.reidt@rivercrestcdd.org

12. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

13. MISCELLANEOUS. This Agreement, together with any Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all previous agreements, both oral and written.

The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

No subsequent agreement concerning this Agreement shall be effective unless made in writing and executed by authorized representatives of the Parties.