



# City of North Port

4970 CITY HALL BLVD  
NORTH PORT, FL 34286

## Meeting Minutes Road and Drainage District Governing Body

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Tuesday, July 11, 2017

12:00 PM

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### SPECIAL MEETING

**Note: This is a draft copy of the 07-11-17 Road & Drainage District Special Meeting, has not been approved by the Commission and is subject to change.**

#### CALL TO ORDER/ROLL CALL

The Road & Drainage District Special Meeting was called to order at 12:00 p.m. in City Chambers by Mayor Yates.

Present: Mayor Yates; Vice-Mayor Carusone; Commissioners Hanks, Luke and McDowell; City Manager Lear; Interim City Attorney Slayton; City Clerk Adkins; Deputy City Clerk Peto and Assistant Police Chief Pelfrey.

The Pledge of Allegiance was led by the Commission.

#### 1. APPROVAL OF AGENDA – COMMISSION

*A motion was made by Commissioner Luke, seconded by Commissioner McDowell, to approve the Agenda as presented. The motion carried by the following vote:*

**Yes:** 5 - Mayor Yates, Vice-Mayor Carusone, Commissioner Hanks, Commissioner Luke and Commissioner McDowell

#### 2. PUBLIC COMMENT:

There was no public comment.

#### 3. GENERAL BUSINESS:

##### A. 17-1200

Utilization of in-house personnel, vehicles and equipment to perform finished mowing services along arterial and collector roadways within the City of North Port.

City Manager Lear provided a brief overview regarding cancelling the mowing contract with Buccaneer Landscape Management Corporation. Thereafter, Public Works Director Bellia presented the performance concerns with the current company and a cost comparison for a new contractor vs. in-house mowing. It was recommended to perform the services in-house. There was no public comment.

Discussion ensued: (1) it was stated that in a five-year cost comparison, in-house services would cost approximately \$70,000 more than outsourcing; (2) after a question, it was stated that due to considerations of proposed bids as well as the qualifications of an entity, the highest ranked firm is not always the lowest bidder; (3) it was stated that after confirming with Buccaneer that the City's decision was final, they responded that they would discontinue services effectively immediately; (4) clarification was provided that the mowing contract was a Request for Proposal (RFP) and the Procurement Code mandates that the second ranked firm would be offered the contract if the first choice declined; (5) it was stated that a temporary staff can be hired within three to four weeks, small equipment can be operational in three to four weeks, and a truck can be procured within four to six months; (6) it was explained that in the interim, current staff will be reassigned to complete the finish-mowing tasks in addition to some personnel from Property Maintenance, and it was noted that the overtime is included in the proposed analysis; (7) following a question, it was clarified that Rightmire's Land Services would require some transition time to assume the entire contract; (8) it was stated that the equipment needed immediately consists of a truck, three trailers, seven mowers and some weed eaters, edgers, and blowers; (9) subsequent to a question, it was explained that the difference between the \$122,910 for equipment and the \$130,282 bottom line was due to anticipated fuel costs and maintenance; (10) the temporary employees are under contract with an agency and they will return to the agency when the work is completed. It was noted that temporary workers can apply for City positions; (11) it was stated that hiring temps would reduce overtime costs and restore a better Level of Service to the rest of the City; (12) following contract questions, it was stated that: [a] provisions to request an increase due to unforeseen price increases is not in the current contract and Rightmire would have to include that in a future proposed contract; [b] the contract with Buccaneer provided that the City would pay only for what work was completed; [c] if the level of service declines over a five-year contract, the remedy is to exercise a default and cure provision or to terminate the contract, and if the contract lacked those provisions then the City may pursue a different recourse to recover damages; (13) it was stated that the spreadsheet amounts are estimates and the actual cost could be lower; (14) the cost of the equipment is accurate and the maintenance was based on existing equipment maintenance, averaged over a year to arrive at an annual cost estimate; (15) it was stated that the City currently has a mowing supervisor and landscape responsibilities would be added to his duties; (16) clarification was provided that the spreadsheet allocated for the same number of mowing cuts as the current contract; (17) a transition for increased work over time can be negotiated; (18) it was stated that the only private contractor quote was from Rightmire so the actual cost for the two-and-a-half months is unknown; (19) clarification was provided that an RFP goes to the highest ranking and then the second highest, whereas an RFB (Request for Bid) goes to the next lowest bidder; (20) following a question, it was stated that the 3% increase on the spreadsheet, which starts in 2019, only applies to personnel so the increase would not apply to 2018; (21) it was stated that no inflation estimates were considered; (22) clarification was provided that the request is to seek Commission approval for temporary help as well as purchasing the equipment, authorization to proceed with hiring personnel, and a budget amendment.

***A motion was made by Vice-Mayor Carusone, seconded by Commissioner Hanks, to bring forward the temporary help as well as authorize to do what is necessary to bring in-house mowing.***

Discussion ensued: (1) Commissioner McDowell favored in-house mowing but voiced concern regarding: [a] the current in-house mowing that has not been kept up; [b] there are serious concerns with contracted mowing and in-house mowing over the years; [c] the short time span to get in-house mowing up to speed before the end of fiscal year; [d] it would be better to rebid after October 1st or grant the contract to Rightmire, who is a local company; (2) Commissioner Luke favored outsourcing and was concerned regarding

the oversight and management of how the job is being done; (3) Mayor Yates: [a] does not support the motion because it is a rushed decision with a significant transition for in-house mowing; [b] recommended that staff issue an RFP for a new multi-year contract and in the meantime, make sure the mowing is completed by issuing an RFB to get a private vendor temporarily until a new contract is in place; [c] the neighborhood in-house mowing issues need to be addressed before taking on anything new.

***There was a vote on the motion, and the motion failed on a two-to-three (2-3) vote with Mayor Yates and Commissioners Luke and McDowell dissenting for reasons stated:***

**Yes:** 2 - Vice-Mayor Carusone and Commissioner Hanks

**No:** 3 - Mayor Yates, Commissioner Luke and Commissioner McDowell

Mayor Yates passed the gavel to Vice-Mayor Carusone.

***A motion was made by Mayor Yates, seconded by Commissioner McDowell, to procure solicitation for a multi-year contract and in the meantime, procure a private vendor as a temporary contract.***

Vice-Mayor Carusone articulated concern that a temporary vendor will not be accomplished without a long-term contract and as long as the current employees are mowing the areas in question, the rest of the City will not be mowed appropriately which will generate resident complaints.

It was stated that if a temp service is employed, the City will have to rent equipment temporarily.

***A motion was made by Commissioner Luke, seconded by Commissioner Hanks, to amend the motion to allow temporary employees and equipment to do the service if procurement is unavailable for a temporary vendor. The motion carried by the following vote with Vice-Mayor Carusone dissenting for reasons stated:***

**Yes:** 4 - Mayor Yates, Commissioner Hanks, Commissioner Luke and Commissioner McDowell

**No:** 1 - Vice-Mayor Carusone

***A vote was taken on the main motion, as amended, to procure solicitation for a multi-year contract and in the meantime, procure a private vendor as a temporary contract, and to allow temporary employees and equipment to do the service if procurement is unavailable for a temporary vendor. The motion carried by the following vote with Vice-Mayor Carusone dissenting for reasons stated:***

**Yes:** 4 - Mayor Yates, Commissioner Hanks, Commissioner Luke and Commissioner McDowell

**No:** 1 - Vice-Mayor Carusone

Vice-Mayor Carusone passed the gavel back to Mayor Yates.

#### **4. PUBLIC COMMENT:**

There was no public comment.

#### **5. ADJOURNMENT:**

Mayor Yates adjourned the Road & Drainage District Special Meeting at 1:00 p.m.

City of North Port, Florida  
As the Road & Drainage District Governing Body

By: \_\_\_\_\_  
Linda M. Yates, Mayor

Attest: \_\_\_\_\_  
Patsy C. Adkins, MMC, City Clerk

Minutes approved at the Road & Drainage District Regular Meeting this \_\_\_\_ day of \_\_\_\_\_, 2017.