

Minutes of the 24 March 2017
Special Meeting of the Yancey County Board of Commissioners
Held at 1:00 o'clock p.m. in the Commissioners Meeting Room
Yancey County Courthouse, Burnsville, North Carolina

Present at the 24 March 2017 meeting of the Yancey County Board of Commissioners were Commissioner Jill Austin, Commissioner Mark Ledford, Commissioner Johnny Riddle, Commissioner John Stallings, Commissioner Jeff Whitson, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, County Attorney Donny Laws, and County Planner Jamie McMahan.

Call to Order and Approval of Agenda

Chairman Riddle called the meeting to order and asked for a motion to approve the agenda. Commissioner Whitson made a motion to approve the agenda and it was seconded by Commissioner Stallings. The motion to approve was unanimous. (Attachment A)

Discussion of Mowing and Landscaping RFP's

County Manager presented the Board with the results of the requests for proposals (RFP's) for mowing services for most county grounds (Attachment B). According to Mr. Bennett there were 9 bids that were submitted (Attachment C). Mr. Bennett also presented to the Board an estimate for what it would cost to have two employees for the county to continue to do the mowing (Attachment D). Discussion followed about the quality of work done by county employees versus contractors and areas that may have been neglected in the past. Discussion then turned to the contractors and what they brought to the table. County Attorney Donny Laws stated that this contract would be for a service so the County was not bound to accept the lowest bidder. Discussion followed about all of the bidders with Commissioner Whitson expressing serious reservations about the apparent lowest bidder, Ken's Mowing and Landscaping. Discussion followed about this contractor and questions of the ability to do this kind of a large scale job with the employees that are currently employed. Discussion then turned to the next lowest bidder, Jeff Harding and Jerry Renfro. Commissioner Whitson stated that he knew Mr. Harding to be very professional and responsible. Commissioner Austin echoed those sentiments. Discussion then followed about having County employees continue to do the work. Commissioner Whitson stated that he had no problem as long as they did just as good of a job as a contractor. Commissioner Ledford stated that he thought a contractor would do a better job. Commissioner Stallings inquired as to the possibility of having county employees start the season and see how it went. Commissioner Whitson stated that it would be too late to hire a contractor after the start of the mowing season. Chairman Riddle then made a motion to continue using county employees and for them to clean up areas that have been brought to the commissioners attention. The motion was seconded by Commissioner Stallings. Upon the call of the vote the motion failed with two votes in favor and three votes not in favor. Commissioner Austin then made a motion to contract with Jeff Harding and Jerry Renfro as the more responsible bidders for the 16 properties that were advertised in the RFP and use county forces for the remaining properties (Cane River Park and Toe River Campground) and to include approval of budget amendment consistent with contract terms and to authorize the county manager to enter into contract and allow the county attorney to draft the contract. The motion was seconded by Commissioner Whitson and the vote to approve was unanimous.

Discussion of Public Comment Procedures

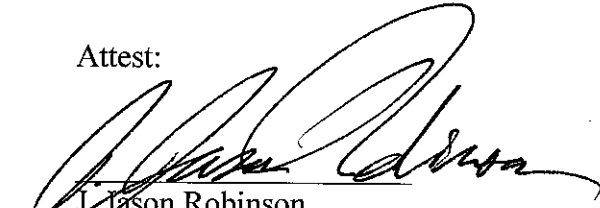
A number of the commissioners have expressed concerns over the personal nature of some public comments lately. County Attorney Donny Laws stated that he felt the Board had a good public comment policy but that the personal nature of the comments might need to be controlled. Discussion followed about a timer during public comment and a disclaimer before the start of public comment. No action was taken by the Board concerning this issue.

Adjournment

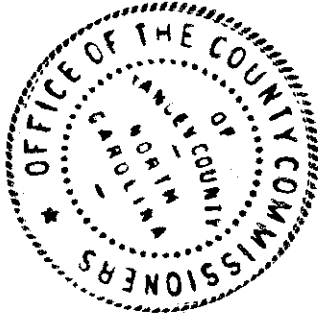
Having no further business Commissioner Austin made a motion to adjourn and it was seconded by Commissioner Whitson. The vote to adjourn was unanimous.


Approved and authenticated on this the 8th day of May 2017.

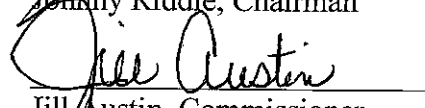
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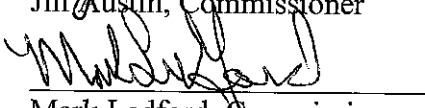

J. Jason Robinson
Clerk to the Board

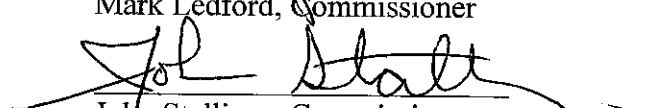
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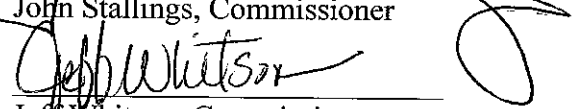


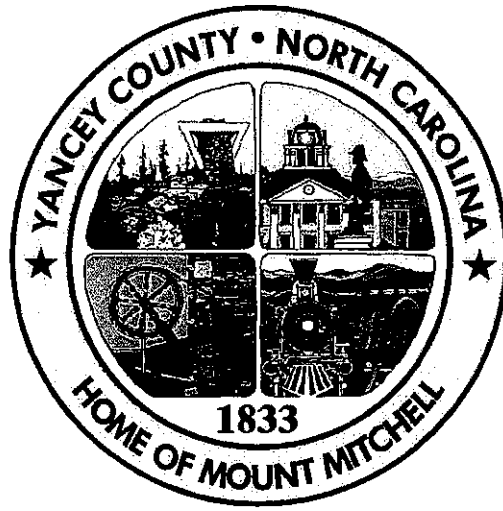

Johnny Riddle, Chairman


Jill Austin, Commissioner


Mark Ledford, Commissioner


John Stallings, Commissioner


Jeff Whitson, Commissioner



**AGENDA
YANCEY COUNTY COMMISSIONERS
SPECIAL MEETING
March 24, 2017**

- I. Call to Order - Chairman Riddle
- II. Approval of Agenda
- III. Discussion of Mowing and Landscaping RFP's
- IV. Discussion of Public Comment Procedures
- V. Adjourn

Attachment B

**YANCEY COUNTY
REQUEST FOR PROPOSALS**



Contract Services

for

MOWING AND LANDSCAPING SERVICES

Deadline for Submission: 4:00 p.m. Wednesday, March 15, 2017

Prepared by:
Office of the County Manager
Yancey County
110 Town Square, Room 11
Burnsville, NC 28714
(828) 682-3971

YANCEY COUNTY
REQUEST FOR PROPOSALS
MOWING AND LANDSCAPING SERVICES

INTRODUCTION

Yancey County Local Government is requesting proposals for Mowing and Landscaping Services for a number of county-owned properties located in various geographic areas of Yancey County. The mowing areas are distributed across sixteen (16) areas. The contract will be for an initial one (1) year period beginning April 15, 2017 through April 14, 2018, with two (2) possible one (1) year extensions at the discretion of Yancey County.

SCOPE OF SERVICES

1. The approximate mowing season is April 15th through October 31st. Mowing services shall be performed roughly between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday.
2. The Contractor shall cut lawns on an as-needed basis using the appropriate labor, equipment, and materials required to maintain a 2.5" grass height during the growing season. The County reserves the right to curtail the mowing during extended drought conditions without penalty (notice to be provided on Friday by 3:30 p.m. for the following week).
3. Lawns bordering foundations, structures, fences, trees, utility poles, etc., shall be string trimmed to match mowed lawn. Sidewalks, curbs, and other paved areas shall be edged as necessary (minimum of monthly) to maintain a neat and landscaped appearance. The application of approved weed control products is permitted in landscaped beds, concrete expansion joints, parking lots and other areas as pre-approved by the County.
4. Prior to mowing, grounds shall be policed for trash and debris. Any debris not picked up but mowed, shall be immediately cleared.
5. After mowing, trimming, and edging all walks, stoops, driveways, and other pavements those areas shall be blown or swept to remove all grass clippings and other debris. Contractor shall rake and remove clumped grass clippings as necessary to maintain groomed appearance and promote healthy grass. Driving the mower over sidewalk does not constitute "blowing or sweeping".
6. The Contractor shall perform all work in a timely, orderly, and efficient manner satisfactory to the County. To ensure quality and thoroughness of work, the Contractor shall provide a signed and dated activity sheet with each invoice detailing the work completed at each site as specified herein. It shall be understood that the Contractor and staff is considered an extension of the County Public Works staff and shall always be approachable and friendly to the citizens of Yancey County.

TERMS AND CONDITIONS

A. Examination of Site

Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to bidding.

B. Damage to Public or Private Property

The Contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of the County properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by the County.

Any damage to public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the County. The Contractor shall inform the County of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the County, the County reserves the right to repair or replace that which was damaged and assess the Contractor such cost as may be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor.

C. Subletting Contract

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of Yancey County; but in no case shall consent relieve the Contractor from his obligations or change the terms of the contract.

D. Default

The contract may be canceled or annulled by Yancey County in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. The County reserves the right to terminate the service at any time during the term of the contract upon thirty (30) days written notice to the Contractor. Failure of the Contractor to deliver services within the time stipulated, unless extended in writing by Yancey County, shall constitute contract default.

E. Costs

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the County for all work involved in the respective items. The cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of

all tools and equipment, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered collectively.

The bidder shall complete “Appendix A” of this RFP and return with the bid package. The mowing areas subject to this Request for Proposals for Yancey County are in sixteen (16) different locations listed below:

1. Courthouse/Emergency Operations Center/Sheriff's Annex/ATM Lot located at 110 Town Square and immediate vicinity;
2. Lincoln Park Baseball Fields/Little Hands Learning Center/Maintenance & IT Building located on Lincoln Park Road and Oak Crest Drive vicinity (including banks surrounding athletic fields and facilities);
3. Ray-Cort Park/YCTA Building/Recreation Picnic Shelter located at 115 Mitchell Branch Road and vicinity;
4. Cane River Middle School Baseball Field located on Cane River School Road, to include the field and areas adjacent to the baseball field including the spectator area to top of the banks, around the basketball court, around the outside of the outfield fence and parking lot;
5. Yancey County Health Department/Yancey Senior Center located at Medical Campus Drive to include the banks along the north boundary with the apartment complex;
6. Yancey County Public Library/Old Burnsville Gym/Kid Mountain Park located on School Circle;
7. Mountain Heritage Center/Cultural Resources Commission Building located at 113 Green Mountain Drive;
8. Yancey County Cooperative Extension Service/Election Services building located on East US Highway 19-E Bypass;
9. Old Health Department/Senior Center building located at the corner of Swiss Avenue and West Main Street;
10. Yancey County Department of Social Services/RHA Health Building located on Pensacola Road and Blue Ridge Lane vicinity;
11. Pensacola Convenience Center located on NC Highway 197 South;
12. East Yancey Convenience Center located on Burnsville School Road;
13. Green Mountain Convenience Center located on NC Highway 197 North;
14. Riverside Convenience Center located on US Highway 19-E;
15. South Toe Convenience Center located on Hickory Springs Road;
16. Yancey-Mitchell Sanitary Landfill, to include scalehouse, transfer station, MSW Cap, and Law Enforcement Firing Range.

If you have any questions about these properties please contact our office at 828-682-3971.

F. Billing & Payment

Payment shall be made monthly once all work has been completed in a satisfactory manner and the specifications stated herein have been met. Payment will be made on Friday following the receipt of an invoice from the Contractor for the month in question.

G. Renewal & Extension

The contract will be for an initial one (1) year period beginning April 15, 2017 through April 14, 2018, with two (2) possible one (1) year extensions at the discretion of Yancey County.

H. Administrative Provisions

The County reserves the right to reject any and/or all proposals, to waive minor informalities, or to make an award other than to the low bidder if determined to be in the best interest of Yancey County.

I. Insurance Protection

The Contractor shall maintain general liability insurance in the amount of no less than one million dollars (\$1,000,000) per each occurrence. The Contractor shall cause Yancey County to be named as an additional insured under the policies. Proof of insurance by means of a Certificate of Insurance shall be filed with Yancey County at least five (5) business days prior to the commencement of the services under this contract. Such policy shall not permit termination or modification without at least thirty (30) days prior written notice to Yancey County.

J. Hold Harmless

Contractor agrees to indemnify, save harmless and defend Yancey County, its agents, servants and employees, and each of them against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service expense, compensation, court costs, and attorney's fees which the undersigned now has/have or which may hereafter accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries to any person, or any death at any time resulting from such injury, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

K. Submission of Bids

Completed bids must be delivered or mailed to the Yancey County Local Government no later than 4:00 p.m., Wednesday, March 15, 2017. Bids should be addressed to Yancey County Local Government, 110 Town Square, Room 11, Burnsville, NC 28714. Bids must be sealed and labeled "**Mowing and Landscaping Services Contract Proposal.**" **All bids will be publicly opened at 4:01 p.m., Wednesday, March 15, 2017** in the Commissioners Board Room located on the 2nd Floor of the Yancey County Courthouse.

COST SCHEDULE FOR MOWING AREAS

The bidder shall complete "Appendix A" of this RFP and return with the bid package.

Enter the proposed cost for services per mowing cycle of the below properties (and as referenced in "Section E." above).

1. Courthouse/Emergency Operations Center/Sheriff's Annex/ATM Lot located at 110 Town Square and immediate vicinity;

\$ _____

2. Lincoln Park Baseball Fields/Little Hands Learning Center/Maintenance & IT Building located on Lincoln Park Road and Oak Crest Drive vicinity (including banks surrounding athletic fields and facilities);

\$ _____

3. Ray-Cort Park/YCTA Building/Recreation Picnic Shelter located at 115 Mitchell Branch Road and vicinity;

\$ _____

4. Cane River Middle School Baseball Field located on Cane River School Road, to include the field and areas adjacent to the baseball field including the spectator area to top of the banks, around the basketball court, around the outside of the outfield fence and parking lot;

\$ _____

5. Yancey County Health Department/Yancey Senior Center located at Medical Campus Drive to include the banks along the north boundary with the apartment complex;

\$ _____

6. Yancey County Public Library/Old Burnsville Gym/Kid Mountain Park located on School Circle;

\$ _____

7. Mountain Heritage Center/Cultural Resources Commission Building located at 113 Green Mountain Drive;

\$ _____

8. Yancey County Cooperative Extension Service/Election Services building located on East US Highway 19-E Bypass;

\$ _____

9. Old Health Department/Senior Center building located at the corner of Swiss Avenue and West Main Street;

\$ _____

10. Yancey County Department of Social Services/RHA Health Building located on Pensacola Road and Blue Ridge Lane vicinity;

\$ _____

11. Pensacola Convenience Center located on NC Highway 197 South;

\$ _____

12. East Yancey Convenience Center located on Burnsville School Road;

\$ _____

13. Green Mountain Convenience Center located on NC Highway 197 North;

\$ _____

14. Riverside Convenience Center located on US Highway 19-E;

\$ _____

15. South Toe Convenience Center located on Hickory Springs Road;

\$ _____

16. Yancey-Mitchell Sanitary Landfill, to include scale house, transfer station, MSW Cap, and Law Enforcement Firing Range

\$ _____

TOTAL "NOT-TO-EXCEED COST" PER MOWING CYCLE

\$ _____

Proposal Signature: _____

Printed Name: _____

Date: _____

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**Certified Bid Tabulation, RFP for Contract Mowing Services for Yancey County Government
Public Bid Opening, March 15, 2017 at 4:01 p.m.**

Name of Contractor	Total Weekly Amount for Services Bid
Leapfrog Landscaping & Lawn Care, Inc.; Randy Chandler	\$3,085.00
Jamie S. McCurry	\$2,455.00
Dorner Lawncare; Keith McCurry	\$2,300.00
Yancey Property Management, LLC; Dale Coleman	\$1,772.00
Banks Lawn & Landscaping; Donald Banks	\$1,755.00
Precision Green Lawn & Landscape Solutions; David Letterman	\$1,720.00
Hidden Creek Contractor; David Grindstaff	\$1,674.24
Jeff Harding & Jerry Renfro	\$1,470.00
Ken's Mowing & Landscaping; Kenneth Waldrop	\$1,302.50 *

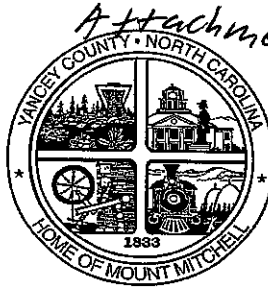
* Denotes apparent low bidder

I hereby certify that the foregoing is the true and accurate tabulation of the bids received pursuant to an RFP issued by Yancey County Government soliciting proposals for contract mowing services, opened by me at a public bid opening occurring on 15 March 2017 at 4:01 p.m.

Jamie L. McMahan, Yancey County Planner
Dated 3/15/17



Attachment 0



Board of Commissioners

Johnny Riddle, Chair
Jill Austin, Vice-Chair
Mark Ledford
John Stallings
Jeff Whitson


Nathan R. Bennett
County Manager

Donny J. Laws
County Attorney

J. Jason Robinson
Clerk to the Board

110 Town Square
Courthouse, Room 11
Burnsville, NC 28714
828-682-3971
828-682-4301 Fax

MEMORANDUM

TO: Yancey County Board of Commissioners
FROM: Nathan R. Bennett, 
Yancey County Manager
DATE: March 22, 2017
RE: Mowing RFP – COST FOR COUNTY-PROVIDED SERVICE

The Yancey County Public Works Department has mowed county-owned properties for many years utilizing part-time county employees and county-owned equipment. In compliance with a directive from the County Commissioners to solicit bids from private contractors to provide this service on a contractual basis for the county, a Request for Proposals was prepared and released to the public. Nine bids were received and are available for your review in determining the appropriate next steps.

In order for the Board of Commissioners to have all necessary facts to make an informed decision, **I submit this memorandum to provide the expected costs to continue providing mowing service “in-house” with county staff and equipment.**

<u>ITEM</u>	<u>COST PER CYCLE</u>
Labor and Associated Employee Costs <i>(2 employees x 30 hours x \$10 per hour)</i>	\$600.00
Fuel and Oil	\$100.00
Repair and Maintenance Equipment	\$100.00
Capital Equipment Reserve	\$200.00
Insurance Costs	\$ 0.00
TOTAL COST PER MOWING CYCLE	\$1,000.00

Please let me know if there are any questions.