

**SPECIAL CALLED COUNCIL MEETING
CITY OF SKY VALLEY, GEORGIA
TIMESHARE MEETING ROOM
FRIDAY, JULY 6, 2012, 3:30 PM**

AGENDA

CALL TO ORDER

ADOPTION OF AGENDA

SPECIAL BUSINESS

1. Marketing Recommendation of Planning & Economic Development Committee
2. Ratify Acceptance of Bear Trace Roads and Water Lines
3. ~~Change Order No. 5, Division 2 – Water Project~~ *Removed*
4. Change Order No. 4, Division 4 – Water Project
5. Update on Status of Paving Project and Approval to Exceed Contract Amount, if necessary to finish.

ADJOURNMENT

Added
PEDC - Beautification Sub-Committee Report

Sky Valley Planning and Economic Development Committee (PEDC)

Timeshares of Sky Valley Exercise Room

July 5, 2012

MINUTES

Chairman Neil Howard called the meeting to order at 10:04 A.M.

Members in attendance were: Neil Howard, Ray Becker, Steve Brett, Allen Jackson, Frank Norton, David Spears, Linda Durrence, Al Lee, Jim Martindale and Barbara Kobacker. Guests in attendance were: Maureen Platt, David Carr, David Whatley, and Steve Shepard.

The minutes of the June 14 PEDC meeting are as posted on the Sky Valley City web site. The Agenda was adopted.

Chairman Neil Howard asked for the Sub Committee Report on Marketing from Chairman Steve Brett. Mr. Brett reviewed the joint efforts of the Sky Valley Club and the City of Sky Valley resulting in a motion made to recommend that the City of Sky Valley approve up to ten thousand dollars (\$10,000) to be used in a joint marketing effort with the Sky Valley Club, Inc.. Ray Becker seconded the motion. Discussion followed including thoughts and concerns regarding budget plans, marketing plans and accountability. Mr. Brett's motion was then amended to the following: "The PEDC recommends to the City of Sky Valley, that a joint marketing

effort between the City and the Sky Valley Club, Inc. be authorized where up to \$10,000 (ten thousand dollars) of matching funds be available for projects proposed during the remainder of this calendar year. Although projects may be jointly planned, they will be funded separately by the "Club" and the "City". The City Council must pre-approve all such expenditures."

The amended motion passed unanimously.

The Chairman of the Beautification Committee, Mr. Al Lee, inquired as to the status of the report generated by his committee. Copies of his report were handed to members. A motion was made by Mr. Lee as follows:

"The PEDC recommends that the City of Sky Valley review the contract with Mr. Jim Wells to increase the frequency and number of maintenance services to the Sky Valley entrance. Barbara Kobacker seconded the motion. Discussion followed and motion passed unanimously.

The meeting was adjourned at 10:25 A.M.

Respectfully Submitted,

Barbara Kobacker,

PEDC Secretary

Return Recorded Document
to: CITY OF Sky Valley
3444 Highway 246
Dillard, Georgia 30537

STATE OF GEORGIA }
 }
COUNTY OF RABUN }

GRANT OF WATER LINE EASEMENT

THIS INDENTURE is made this _____ day of _____, in the year Two thousand twelve, by and between **GEORGE DUKE CROXTON** (“Grantor”), of the County of Rabun, State of Georgia and **CITY OF SKY VALLEY, INC.**, (“Grantee”), a municipal corporation of the County of Rabun, State of Georgia.

WITNESSETH, that, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the benefits to be conferred on Grantor’s property, Grantor, and for and on behalf of his heirs, administrators, executors, successors and assigns and for and on behalf of anyone claiming by, through or under Grantor, hereby grants unto the Grantee and its heirs, administrators, executors, successors and assigns, a non-exclusive, perpetual easement in, on, over, upon, across, under and through the following described property (the “Easement Area”):

Said easement located on a tract of land in Land Lot 171, 2nd District, Rabun County, Georgia, known as “Bear Trace” according to a plat prepared by Appalachian Survey Company, Inc. dated June 13, 2008 and recorded in Plat Book 60, page 186, and being specifically described as follows:

- An area located ten feet on either side of an existing water line, said existing water line being 10 feet, plus or minus, from the following specifically described lines and boundaries in the Bear Trace Subdivision and being within the boundaries of Lots 12, 13 and 14 of the Bear Trace Subdivision: beginning at an iron pin on the northwesterly corner of Lot 12 of said subdivision which pin is located at the southwesterly termination point of a fifty (50) foot right-of-way known as Rainy Gap Lane, and thence running south 59 degrees 38 minutes 10 seconds east 49.09 feet to an iron pin; thence south 73 degrees 31 minutes 50 seconds east 179.83 feet to an iron pin; thence north 47 degrees 50 minutes 36 seconds east 115.30 feet to an iron pin; and, thence running north 77 degrees 07 minutes 17 seconds east 52.61 feet to an iron pin.

The rights, benefits, privileges, and easements granted herein are for the purpose of the use, replacement, reconstruction, maintenance and repair, and the non-exclusive use and enjoyment of, an underground potable water line and all appurtenant facilities to transport potable water together with the right to perform such excavation, grading, and general earth disturbing activities necessary or incidental thereto, together with all rights, members and appurtenances to said easement and right of way in any way appertaining or belonging. The easements granted herein shall include all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Easement Area for the purposes described herein and shall include the necessary easements and rights for ingress and egress over the Easement Area and the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now on the Easement Area by the Grantor or any person, which removal is necessary for the Grantee’s use of the Easement Area.

Except for the rights, privileges, benefits and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the easement area not inconsistent herewith; provided that such uses shall not interfere with the proper operation, maintenance and repair to the water line and facilities.

The easement granted herein shall run with and bind the land, benefiting the Grantee's property, and burdening the Grantor's property of which the Easement Area is a part.

TO HAVE AND TO HOLD said easement unto Grantee and its successors and assigns so long as the property described herein is used for the purpose designated above.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this instrument day and year first set forth above.

GEORGE DUKE CROXTON

Signed, sealed and delivered in the presence of:

Witness

Notary Public
Commission Expiration Date

Return to:
City of Sky Valley
3444 Highway 246
Dillard, Georgia 30537

**DEED TO SECURE DEBT
And Security Agreement**

STATE OF GEORGIA, COUNTY OF RABUN

THIS INDENTURE, made this _____ day of _____, in the year two thousand twelve, between **George Duke Croxton**, whose present mailing address is P. O. Box 338 , Lakemont, Georgia of the County of Rabun, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **City of Sky Valley, Inc., a municipal corporation** whose address is 3444 Highway 246, Dillard, Georgia 30537 of the County of Rabun, State of Georgia as party or parties of the second part, hereinafter called Grantee.

WITNESSETH, That Grantor, for the consideration hereinafter set forth, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees,

All that tract or parcel of land lying and being in Rabun County, Georgia, situated, lying and being in the Land Lot 171 of the 2nd of Rabun County, Georgia, being Lots 1 through 22 of the Bear Trace Subdivision, according to plats of record at Plat Book 60, Page 186, and Plat Book 60, page 187 Rabun County Records, which plats are hereby incorporated into this description by reference and made a part hereof, including all members, appurtenances and improvements thereto appertaining, including, but not limited to, all improvements thereon and all fixtures located on the property .

THIS CONVEYANCE is made under the provisions of the existing Code of the State of Georgia to secure a future and conditional obligation of Grantor to Grantee in the amount of Seventy-Five Thousand Dollars being due and payable to Grantee in the event Grantor fails to fulfill his obligation to add an additional layer of asphalt to roads

within the Bear Trace Subdivision which roads Grantor has conveyed to Grantee by written instrument of even date herewith.

Grantor agrees to release the first twelve lots sold by Grantor from the effect of this instrument upon the sale of each lot. It is the intent of this conveyance to secure Grantor's obligation to add an additional coat of asphalt to the Bear Trace Subdivision roads after the sale of fifty-five percent of the developed lots. In the event Grantor fails to fulfill its obligation to topcoat the roads, Grantee, after written demand for payment of \$75,000.00 directed to Grantor at his last known address, may proceed to exercise, the remedies existing under the terms of this instrument for default.

The indebtedness hereby secured includes any renewal or extension of any part or all of said indebtedness; and if any portion of said indebtedness or any provision of this instrument shall be held invalid for any reason, it is the intent of the parties that such portion shall be severable, and such invalidity shall not affect the remainder of said debt or instrument.

TO HAVE AND TO HOLD the said bargained property with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, in fee simple and Grantor hereby covenants that Grantor is lawfully seized and possessed of said property, and has a good right to convey it, and it is unencumbered; and Grantor, the said bargained property, unto Grantee, against Grantor, and against all and every other person or persons shall and will WARRANT AND FOREVER DEFEND.

Should the indebtedness hereby secured be paid according to the tenor and effect thereof when the same shall become due and payable, and should Grantor perform all covenants, herein contained, then this deed shall be canceled and surrendered, it being intended by the parties hereto that this instrument shall operate as a deed, and not as a mortgage.

AND Grantor hereby further covenants and agrees that in case of any default in any partial payment of said indebtedness or in the due performance of any of the covenants herein expressed to be performed by Grantor, then and in that event, the entire amount of said principal indebtedness, together with any and all sums paid for account of Grantor in accordance with the provisions above set forth, shall, at the option of Grantee, then and thereby become and be due and payable forthwith, with accrued interest, and all expenses and cost of collection, including fifteen per centum of the amount due as attorney's fees, and the amount of such costs, expenses and fees shall be added to the amount of the debt hereby secured as part thereof, and as such shall also be covered by the security of this deed; and time is the essence of this contract.

Should default occur in the payment of any portion of the indebtedness secured hereby, or in the performance of any obligation or condition recited herein, then and in that event, Grantee shall be at liberty immediately to apply for and shall be entitled as a matter of right, without regard to the value of the property above described, or to the solvency or insolvency of Grantor, to the appointment of a receiver to collect the rents and profits of said property and with the power to sell said property under order of Court and apply the net proceeds of the sale toward the payment of the debt secured by this deed.

The title, interest, rights and powers granted herein by Grantor to Grantee, particularly the power of sale granted herein, shall inure to the benefit of anyone to whom Grantee shall assign the indebtedness herein secured, and/or convey the property herein described, as well as to the successors and legal representatives of Grantee.

In case the debt hereby secured shall not be paid when it becomes due by maturity in due course, or by reason of a default as herein provided, Grantor hereby grants to Grantee, the following irrevocable power of attorney: To sell all or any part of the said property at auction, at the usual place for conducting sales at the Courthouse in the County where the land or any part thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land or any part thereof lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee (or any person on behalf of Grantee) may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said property in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so made by Grantee shall be binding and conclusive upon Grantor, and that the conveyance to be made by Grantee shall be effectual to bar equity of redemption of Grantor in and to said property, and Grantee shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with ten per centum per annum thereon from date of payment, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor as provided by law.

AND Grantor further covenants that in case of a sale as hereinbefore provided, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be

summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

Whenever the terms "Grantor" or "Grantee" are used in this deed such terms shall be deemed to include the heirs, administrators, executors, successors and assigns of said parties. All rights and powers herein granted to the Grantees shall inure to and include his, her or its heirs, administrators, executors, successors and assigns, and all obligations herein imposed on the Grantor shall extend to and include Grantor's heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of:

Grantor

_____(Seal)
George Duke Croxton

(Unofficial Witness)

(Notary Public)

David L. G. King, Jr.
Attorney At Law
2512 Foster Ridge Court
Atlanta, Georgia 30345

QUITCLAIM DEED

STATE OF GEORGIA, COUNTY OF RABUN

THIS INDENTURE, made this _____ day of _____, in the year two thousand twelve, between

George Duke Croxton

of the County of Monroe and State of Florida, as party or parties of the first part, hereinafter called Grantor, and

The City of Sky Valley, Georgia

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee") to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has bargained, sold, and by these presents does bargain, sell, remise, release, and forever quitclaim to Grantee, all the right, title, interest, claim or demand which Grantor has or may have had in and to:

All that tract or parcel of land lying and being in Land Lot 171 of the 2nd Land District and being part of a subdivision known as "Bear Trace" as depicted on two plats recorded in the Office of the Clerk of the Superior Court of Rabun County, Georgia, said plats recorded in Plat Book 60, page 186 and Plat Book 60, page 187, being specifically all of the two roads shown on said plats and designated thereon as URSA Major Drive and Orion Way.

Included in and with this conveyance is all of grantor's right, title and interest in the water pipes, valves, water hydrants and any other equipment comprising the water system for the Bear Trace Sudision.

TO HAVE AND TO HOLD the said premises unto Grantee, Grantee's successors, heirs and assigns, so that neither Grantor nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the said premises or its appurtenances.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

_____(Seal)
George Duke Croxton



Rindt-McDuff Associates, Inc.
Engineering and Environmental Consulting

June 28, 2012

Ms. Linda Smith
City Manager
City of Sky Valley
3444 Hwy 246
Dillard, Georgia 30537

RE: 2010 DWSRF Water System Improvements Project

Dear Linda:

RMA has prepared the Division 4 Change Order No. 4 for the City's execution. The one item included in this change order consists of:

1. Installation of several DIP fittings and plug, plus mega-lug restraints and concrete blocking for all fittings and plug. Fittings and plug were installed in the vicinity of the Bayberry Lane booster pump station and Knob Drive. The amount of this change order is \$948.75.

The installation of the fittings, restraints and blocking were required for: The re-alignment of a portion of the proposed water line from Bayberry Lane onto Knob Drive and piping changes at the booster pumping station.

The contractor submitted the original change order request on March 6th of this year. Until we could review our files, speak with City staff and review the project as-built drawings (that we recently received) RMA was unable to complete our review of the contractor's request.

RMA has reviewed and concurs with the change order request.

RMA request that you sign the change orders and provide us three of the signed copies so we may forward to the contractor and the two funding agencies for their files. Should you have any questions please do not hesitate to contact us.

Sincerely,

RINDT-MCDUFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "R. Simmons", is written over the typed name of Robert M. Simmons.

Robert M. Simmons, P.E.
Project Manager

Enclosure:

FORM C-941 Change Order

No. 4

Date of Issuance: 06-27-2012 Effective Date: 06-27-12

Project: Water System Improvements / ARC Project	Owner: City of Sky Valley	Owner's Contract No.:
Contract: DWSRF 10-018		Date of Contract: 3-8-2011
Contractor: Summit Underground Companies, Inc.		Engineer's Project No.: R2007-239

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. Installation of several DIP fittings and plug, plus mega-lug restraints and concrete blocking for all fittings and plug. Fittings and plug were installed in the vicinity of the Bayberry Lane booster pump station and Knob Drive	\$948.75
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CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$369,400.00

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 180

Ready for final payment (days or date): 210

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. 3:

\$15,990.77

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Price prior to this Change Order:

\$385,390.77

Contract Times prior to this Change Order:

Substantial completion (days or date): 190

Ready for final payment (days or date): 220

[Increase] [Decrease] of this Change Order:

\$948.75

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Price incorporating this Change Order:

\$386,339.52

Contract Times with all approved Change Orders:

Substantial completion (days or date): 190

Ready for final payment (days or date): 220

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Robert M. Simmons
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: 
Contractor (Authorized Signature)

Date: June 27, 2012

Date: _____

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

SUMMIT UNDERGROUND COMPANIES, INC.

886 Bradford Street, S.W. . Gainesville, Georgia 30501 . (770) 531-1661 . (770) 536-7077 Fax

TRANSMITTAL

To:	Rindt McDuff Engineers	Date:	03/06/12
Attn:	Robert Simmons	From:	JIM COLLINS
Re:	Change Order Request		SUMMIT UNDERGROUND COMPANIES, INC.

Robert: Timmy has completed the tying in of the services, two of the cut and plugs, the blocking at the end of the line installed on Knob Drive and will be in Sky Valley on Wednesday to tie in the hydrant on Red Wolf and do the last two cut and plugs. He will also get ready to test whenever he can work it out with Pat.

Per your request we will NOT charge for the blocking at the end of Knob Drive.

However in reassessing how we got to this point I have decided that it was my mistake in not discussing this with you instead of with Pat. From the day we started the project Pat and John had been discussing whether to put this line in from the end of Red Wolf to the booster station. It went back and forth as to whether it would be done to the point that we were beginning work on same. It was finally decided after you took over the contract not to install the line as shown but rather to take that same footage of pipe and extend the line up Knob Drive as far as that much pipe would carry it and leave it for a future further extension.

At the time I was preparing the bid on this project I went through the plans and determined the number of bends that I thought would be needed to complete the job as drawn and added same to the line total. They had to be covered in the bid somewhere since there was no pay item for bends in the documents.

The footage of pipe extending up Knob Drive was indeed the same and we have been paid for it. However to achieve this we had to install 2 6" 45 degree bends for the booster station, 1 22 1/2 degree bend, one 90 degree bend, plus mega-lugs for all bends as well as blocking. We added a sleeve but the original plans called for a sleeve. We then added a plug at the end. The cost for these items was \$569.00, plus the concrete blocking at a cost of \$28.00 per installation times 4 bends for a total of \$112.00. The labor to install the bends was \$36.00 per bend for a total of \$144.00. The total would then be \$825.00 plus 15% mark-up for a grand total of \$948.75.

If you would process a change order for same it would be much appreciated.

You have not responded to my requests over the past two months regarding the retainage or the release from the liquidated damages. I would like to know where we stand on those two items if possible.

Thanks,



