COUNTY AGENDA REQUEST

Department:	Administration	Presenter(s):	Kyra Parks and Vanessa Johnson
Meeting Date:	Thursday, August 14, 2014	Type of Request:	New Business

Wording for the Agenda:

Consideration of staff's request to enter into an agreement with Hopeful Community Club for the purpose of preserving the Hopeful Primitive Church.

Background/History/Details:

Hopeful Primitive Church was created by Fayette County pioneers nearly 200 years ago at the time John Quincy Adams was elected President of the United States. The church provided a sacred ground for Fayette County residents. Today, the church and its cemetery are a significant part of the history of the county since there are grave sites of veterans of the American Revolutionary War and the Civil War, Native Americans, and African American slaves at the cemetery.

The church is constructed in the same classical style utilized for the ancient Parthenon that is still standing in Greece. Just as the Parthenon is a significant structure in Greek culture, so this church stands as a significant testament to Fayette County's history.

The proposed agreement between Fayette County, Georgia and Hopeful Community Club (non-profit 501-C-3) will authorize both parties to work together to preserve the history of Hopeful Primitive Church and its cemetery through the creation of the Hopeful Primitive Church Park.

What action are you seeking from the Board of Commissioners?

Approval of staff's request to enter into an Intergovernmental Agreement with Hopeful Community Club as it relates to the preservation of Hopeful Primitive Baptist Church as a historical site in Fayette County.

If this item requires funding, please describe:

Not Applicable. Taxpayers' dollars cannot be used to fund the restoration project.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Not Applicable	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

Interns Kyra Parks and Vanessa Johnson were tasked with the Hopeful Primitive Church Park proposal. Their work in preparing the recommended agreement involved consulting with appropriate county departments, Fayette County Commission Chairman Steve Brown, and representatives of the Hopeful Community Club.

COUNTY OF FAYETTE

STATE OF GEORGIA

HOPEFUL PRIMITIVE CHURCH AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2014, by and between FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as the "County", and HOPEFUL COMMUNITY CLUB, INC., a duly organized non-profit Georgia corporation, acting by and through its Board of Directors, hereinafter referred to as "HCC", for the purpose of preserving that historically significant structure in Fayette County known as the Hopeful Primitive Church, hereinafter the "Agreement".

W I T N E S S E T H:

WHEREAS, the Fayette County Board of Commissioners is the duly elected governing authority of the County and is empowered to enter into this Agreement; and

WHEREAS, the Board of Directors of HCC is the duly elected governing authority of HCC and is empowered to enter into this Agreement; and

WHEREAS, HCC owns certain property in Fayette County upon which rests the structure known as the Hopeful Primitive Church, hereinafter the "Church", the Church and the property upon which the Church is located hereinafter sometimes referred to as the "Premises"; and

WHEREAS, the Church was created by Fayette County pioneer families in 1825, providing a sacred place for worship and a meeting house for community activities; and

WHEREAS, the Church's cemetery contains notable grave sites of veterans of the Revolutionary War, the Civil War, and other major conflicts, making this site one of the most significant historical gems in all of Fayette County; and

WHEREAS, the building's architecture follows the classic style known as the "Golden Proportion", which is identified with ancient historical landmarks, such as the Parthenon; just as the Parthenon was constructed by hand by the ancient Greeks as a place of significance in their community, so, too, was the Hopeful Primitive Church as a place that was at the center of rural Fayette County culture; and

WHEREAS, the Church was built: at the same time as John Quincy Adams was elected as the sixth President of the United States; at the same time the United States Congress approved the Indian Territory (present-day Oklahoma), and following the signing by Chief William McIntosh of the Treaty of Indian Springs clearing the way for the forced relocation of Georgia's Indians on the "Trail of Tears"; and at the same time the Marquis de LaFayette landed in the port of Savannah to dedicate a memorial honoring Revolutionary War Hero General Nathanael Greene; and

WHEREAS, it is a duty of all citizens in any society to preserve and restore important connections to its past; and

WHEREAS, the Church will serve as an historical resource for historians, the Fayette County School System, citizens and visitors; and

WHEREAS, the Church is an historically significant structure located in Fayette County and the County and HCC desire to work together, as described within this Agreement, for the preservation of the Church.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the County and HCC, the County and HCC hereby agree as follows:

1.

HCC shall complete a survey of the Premises, with said survey depicting all structures and buildings located on the Premises.

2.

The Church is located on a more or less rectangular-shaped lot at the southeast corner of State Route 92 and New Hope Road. Currently the Church is accessible from both State Route 92 and New Hope Road. HCC desires to eliminate the access from State Route 92 so that the Church is only accessible from New Hope Road. The County agrees to work with HCC to facilitate discussions with the Georgia Department of Transportation, hereinafter "GDOT", to eliminate access to the Church from State Route 92.

3.

Access to the Church on New Hope Road is in close proximity to State Route 92. HCC desires to move the access to the Church along New Hope Road in an easterly direction from the intersection of State Route 92 to promote safe access to the Church. The County agrees to work with HCC to determine what permits are necessary as well as to review the proposal for a new curb cut along New Hope Road to provide access to the Church. To the extent it becomes necessary to involve GDOT in this process, the County will facilitate discussions with GDOT during this process. HCC agrees it will remove the current access to the Church along New Hope Road once the new access along New Hope Road is fully functioning.

4.

The Church's cemetery contains grave sites along the frontage of State Route 92. To the extent there are trees within the right-of-way of State Route 92, the County agrees to work with HCC to facilitate discussions with GDOT for the removal of those trees in the right-of-way of State Route 92 along the frontage of the Church property.

5.

HCC shall maintain the Premises and allow Fayette County citizens full access to the Premises as an historical landmark and passive park.

6.

HCC will indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of HCC, anyone directly or indirectly employed by HCC, or anyone for whose acts HCC may be liable.

7.

All notices given pursuant to this Agreement shall be mailed or delivered to the following addresses, or such other address, as the County or HCC may designate in writing:

If to the County:

County Administrator

140 Stonewall Avenue, West

Fayetteville, Georgia 30214

If to HCC:

Club Chairman

1255 Forrest Avenue

Fayetteville, Georgia 30214

8.

This Agreement shall be for one (1) year commencing on the date first above written. This Agreement shall automatically renew for an additional one (1)-year term provided neither the County nor HCC provides written notice to terminate this Agreement. The County or HCC may terminate this document by providing 30-days written notice to the other.

9.

This Agreement contains the entire agreement between the County and HCC, and all agreements, oral or otherwise, between the County and HCC not embodied in this Agreement shall be of no force or effect. This Agreement shall not be modified or amended in any respect except by a written agreement executed by the County and HCC in the same manner as this Agreement has been executed.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized official to execute, seal and deliver this Agreement, all as of the day and year first above written.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____

ATTEST:

_____
County Clerk

HOPEFUL COMMUNITY CLUB, INC.

(SEAL)

By: _____

ATTEST:

_____
_____

MEMORANDUM ADDRESSING THE RELATIONSHIP BETWEEN FAYETTE COUNTY AND HOPEFUL COMMUNITY CLUB, INC. WITH A REAL PROPERTY TRANSFER

During a meeting between representatives from Fayette County and the Hopeful Community Club, Inc., a discussion occurred concerning the ownership of the property where the Hopeful Primitive Church is located. The County asked whether Hopeful Community Club, Inc. would be interested in selling the property to the County, or entering into a long-term lease with the County. The representatives from Hopeful Community Club, Inc. stated they did not believe that there was any interest in selling the property or entering into a long-term lease. However, they did want to know what difference this would make in the relationship if they did decide to sell or enter into a long-term lease.

The County is limited in its use of taxpayer dollars. If the County owned the Church property the County would have no restrictions on its use of taxpayer dollars. In that instance, the County would only be limited by whatever budget it sets to improve and preserve the premises. Similar with a long-term lease, however, the length of the lease would have to be long enough for the County to receive the benefit of whatever taxpayer dollars were put into the property. For example, if the County constructed a structure on the premises and the useful life of that structure was 50 years, the lease would need to be at least that long.

An ownership interest by the County changes the relationship substantially. If there are specific questions or concerns the County would be happy to entertain those at your convenience.