

**MEMORANDUM OF UNDERSTANDING**  
**Kadie the Cow Relocation to Uptown Columbus**

THE MEMORANDUM OF UNDERSTANDING (this “MOU”), made and entered into this 9<sup>th</sup> day of August 2022, between the CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA (the “City”) and UPTOWN COLUMBUS INC. (“Uptown”).

**BACKGROUND**

Kadie the Cow is a City-owned statue that is currently located along Manchester Parkway near the former site of the Kinnett Dairy Farm. The iconic installation currently sits in a parking lot for a strip shopping center. The City has an easement to access the statue and local taxpayers are responsible for maintaining and repairing the installation.

Uptown is a nonprofit organization with a mission to make the district an exciting, livable, prosperous, and perpetually active place. Uptown has partnered with the City for a variety of projects through the years to enhance the quality of life for all area residents, such as the river restoration project, whitewater rafting, ziplining, special events and festivals, and economic development initiatives.

Uptown has identified a City-owned site in the 1000 block of Bay Avenue that could serve as a new location for Kadie the Cow that would increase the statue’s public access, visibility and support other nearby activities including the playground and splash pad. This location would also allow for Uptown staff along with nearby workers, residents, and visitors to better monitor and maintain the installation.

NOW THEREFORE, the parties hereto wish to set forth the general terms of the understanding with respect to the relocation, repair, and maintenance of the Kadie the Cow statue as outlined below.

**AGREEMENT**

1. The City will own the statue and the piece will be installed on City-owned property in the 1000 block of Bay Avenue.
2. Uptown will privately fund the relocation of the statue to the new site along Bay Avenue.
3. Uptown will manage and privately fund the installation, repair, and repainting of the statue.
4. Uptown will privately fund the repair and maintenance of the installation until at least August 9, 2032. This term can be extended by mutual agreement between the City and Uptown.
5. Uptown will monitor the condition of the statue on a regular basis. If any repair needs are identified, Uptown will notify the City in writing and obtain written authorization prior to commencing any remedial action.
6. Uptown will hold the City harmless and indemnify it for any claims or actions brought against it resulting from the repair and maintenance of Kadie the Cow and shall all indemnity the City for any and all claims arising from the public use of Kadie the Cow which are alleged to be caused by the negligence of Uptown or its agents, employees or contractors
7. UCI or its contractors will obtain liability and property and casualty insurance in the amount of \$1 million and name the City of Columbus as an additional insured.

IN WITNESS WHEREAS, the parties have caused this Memorandum to be executed as of the date and year first written above.

CONSOLIDATED GOVERNMENT  
OF COLUMBUS, GEORGIA

By: \_\_\_\_\_  
City Manager

UPTOWN COLUMBUS, INC.

By: \_\_\_\_\_