PRESIDENTIAL STATUES MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF RAPID CITY AND THE CITY OF PRESIDENTS FOUNDATION

This Presidential Statues Memorandum of Agreement is made by and between the CITY OF RAPID CITY, a municipal corporation located at 300 Sixth Street, Rapid City, South Dakota 57701 (hereinafter referred to as the “City”), and THE CITY OF PRESIDENTS FOUNDATION, a domestic nonprofit corporation with a principal executive office located at 4401 Forest Park Ct, Rapid City, South Dakota, 57702 (hereinafter referred to as the “Foundation”).

Recitals

WHEREAS, the City and the Foundation entered into a Memorandum of Agreement on August 2, 2004, a Revised Memorandum of Agreement on July 25, 2007, and a Second Revised Memorandum of Agreement on October 20, 2008 (collectively referred to as the “Original Agreements”); and

WHEREAS, the Original Agreements allowed the Foundation to place statues depicting the Presidents of the United States on various street corners in downtown Rapid City; and

WHEREAS, the Original Agreements recited that the Foundation donated these presidential statues to the City for public use and enjoyment and that the statues became the property of the City at each location where situated at the time of donation; and

WHEREAS, forty-three presidential statues have already been placed on street corners in downtown Rapid City; and

WHEREAS, the Foundation has requested that it be allowed to place future presidential statues on corners in downtown Rapid City that do not already contain presidential statues; and

WHEREAS, the City finds that the placement of these sculptures enhances downtown Rapid City, benefits the community, and serves a public purpose, and as such, are appropriate to be located within the public right-of-way; and

WHEREAS, it is the intent of the City and Foundation to agree upon additional street corners in downtown Rapid City where future presidential statues may be located; and

WHEREAS, it is the intent of the City and Foundation to enter into this Agreement, which will enumerate all terms regarding the presidential statues in one document and supersedes the Original Agreements; and

NOW THEREFORE, the parties hereby agree as follows:

1. **Superseding Agreement.** This Agreement supersedes the Original Agreements.
2. **Current Statues.** The Foundation has donated forty-three statues of the Presidents of the United States to the City for public use and enjoyment. The statues are located on street corners in the downtown area of Rapid City, South Dakota and are identified in the attached Exhibit 1 according to the name of each presidential statue. Each statue identified on Exhibit 1 is property of the City.

In the event the City determines that any presidential statue identified in Exhibit 1 is to be removed from the location as depicted in Exhibit 1, the statue will not be relocated to any other site without a joint written agreement by the Foundation and the City as to the new location. In the event the Foundation and the City cannot agree upon a relocation site, upon the City’s removal of the statue, the City shall return the statue to the Foundation at its principal executive office as listed herein. Upon the City’s return of the statue to the Foundation, the statue will become the sole property of the Foundation, and all of the City’s right to and interest in the statue will be conveyed to the Foundation. In the event that the City needs to temporarily remove a presidential statue (for less than six months) from the location as depicted in Exhibit 1 in order to complete a construction project, at the City’s expense, the City will remove the statue, store it in a safe location, and place the statue back in its location as depicted in Exhibit 1 within six months of the original removal.

If it is necessary for the presidential statue located at the southeast corner of the intersection of Sixth Street and St. Joseph Street to be removed due to a construction project, the Foundation will pay the costs of removing the presidential statue and storing it. If the City determines that the statue can be placed back on the southeast corner of the intersection of Sixth Street and St. Joseph Street after the completion of the construction project, the Foundation will pay the costs of placing it back on the southeast corner. If the City determines that the statue cannot be placed back on the southeast corner and the Foundation and the City come to a joint written agreement as to a new location for the statue, the Foundation will pay the costs of relocating the statue to the new location. If the City determines that the statue cannot be placed back on the southeast corner and the Foundation and the City cannot come to a joint written agreement as to a new location for the statue, the City shall return the statue to the Foundation at its principal executive office as listed herein.

3. **Future Statues.** The Foundation is authorized to place future statues of the Presidents of the United States on the street corners identified in Exhibit 1 with a red star. Only one presidential statue may be placed on each corner identified with a red star. Unless the donation is made earlier, each statue will become property of the City once it is placed on a street corner identified in Exhibit 1 with a red star.

In placing each statue on any street corner identified in Exhibit 1, the Foundation shall comply with all rules governing sight triangles, including Rapid City Municipal Code 17.50.335 and Section 2.12 of the Infrastructure Design Criteria Manual.

In the event the City determines that any presidential statue placed upon a corner identified with a red star in Exhibit 1 is to be removed from the location where it was placed, the statue will not be relocated to any other site without a joint written agreement by the Foundation and the City as to the new location. In the event the Foundation and the City cannot agree upon a relocation site,
upon the City’s removal of the statue, the City shall return the statue to the Foundation at its principal executive office as listed herein. Upon the City’s return of the statue to the Foundation, the statue will become the sole property of the Foundation, and all of the City’s right to and interest in the statue will be conveyed to the Foundation. In the event that the City needs to temporarily remove a presidential statue (for less than six months) from the location where it was placed in order to complete a construction project, at the City’s expense, the City will remove the statue, store it in a safe location, and place the statue back in its location within six months of the original removal.

Dated this ___ day of ________________, 2019.

CITY OF RAPID CITY

__________________________
Steve Allender, Mayor

ATTEST:

_______________________
Pauline Sumption, Finance Officer

STATE OF SOUTH DAKOTA )
) ss.
COUNTY OF PENNINGTON )

On this _____ day of ________________, 2019, before me, the undersigned officer, personally appeared Steve Allender and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Rapid City.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_________________________________________________________________
Notary Public, State of South Dakota
[SEAL]
My Commission Expires: ____________________________
THE CITY OF PRESIDENTS FOUNDATION

___________________________________________
Richard G. Perdue, President

STATE OF SOUTH DAKOTA  )
   )ss.
COUNTY OF PENNINGTON  )

On this ____ day of ________________, 2019, before me, the undersigned officer, personally appeared Richard G. Perdue, who acknowledged himself to be the President of The City of Presidents Foundation, and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

___________________________________________________________________
Notary Public, State of South Dakota
[SEAL]  My Commission Expires:____________________

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