MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) entered this ___ day of _____, 2025, between the Nashville Department of Transportation (hereafter referred to as NDOT) and The Fairgrounds Nashville (hereafter referred to as Fairgrounds).

WITNESSETH

WHEREAS, each of the entities participating in this MOU are departments/branches of The Metropolitan Government of Nashville and Davidson County; and,

WHEREAS, NDOT is currently engaged in a project to build a sidewalk on Craighead Avenue; and,

WHEREAS, as a result of the construction of the new sidewalk, stormwater runoff will be directed onto Fairgrounds property; and,

WHEREAS, it is mutually beneficial to establish a framework for the management of stormwater runoff along Craighead Avenue adjacent to the Fair Park Dog Park;

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Compensatory Cut Volume**
   Fairgrounds will provide a compensatory cut volume for borrow fill material within the 100-year floodplain in the amount of 255.2 cubic yards. NDOT will place the borrow fill material in the appropriate area to manage stormwater runoff.

2. **Stormwater Collection and Discharge:**
   NDOT will install a French drain system and outfall piping along Craighead Avenue as part of the Craighead Sidewalk Phase 4 project to collect stormwater runoff. The collected runoff will be discharged into the permeable paving parking lot owned by Fairgrounds.

3. **Design and Installation:**
   NDOT will be responsible for the design and installation of the French drain system and outfall piping. All installations will comply with relevant local, state, and federal regulations regarding stormwater management.

4. **Maintenance and Monitoring:**
   Fairgrounds will maintain the French drain system, outfall piping, and permeable paving parking lot to ensure its effectiveness in stormwater infiltration. Fairgrounds will also monitor the parking lot to ensure it continues to function as intended for stormwater management.

5. **Funding:**
   The funding for the installation of the French drain system and accompanying outfall piping will be provided through the budget allocated for the Craighead Sidewalk Phase 4 project. Ongoing maintenance of the permeable paving parking lot, French drain system, and outfall piping will be funded by Fairgrounds.

6. **Duration and Review**:
   This MOU shall remain in effect from the date of signing and will be subject to periodic reviews and updates to ensure their ongoing relevance and accuracy.

7. **Termination and Amendments**:
   Either party may terminate this agreement within 90 days of providing written notice. Any amendments to this MOU shall require the mutual and written consent of both NDOT and Fairgrounds.

8. **Governing Law**:
   This MOU shall be governed by the laws of Tennessee.

This MEMORANDUM OF UNDERSTANDING sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED.

THE FAIRGROUNDS NASHVILLE:

_____
Laura Womack, Executive Director

NASHVILLE DEPARTMENT OF TRANSPORTATION:

_____
Diana Alarcon, Director

APPROVED AS TO AVAILABILITY
OF FUNDS:

_____
Kevin Crumbo
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

_____
Assistant Metropolitan Attorney

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

_____
Metropolitan Clerk

Date Filed: _____