

**Memorandum of Understanding  
Between  
The Metropolitan Board of Fair Commissioners  
And  
The Metropolitan Transit Authority of Nashville and Davidson County**

The purpose of this Memorandum of Understanding (“MOU”) between the Metropolitan Board of Fair Commissioners (“the Fairgrounds”) and the Metropolitan Transit Authority of Nashville and Davidson County (“MTA”) (collectively, the “Parties”) is to establish the Parties’ mutual understanding of their respective responsibilities in constructing improvements to a WeGo transit stop located at the intersection at Wingrove Street and Nolensville Pike (“the Intersection”).

WHEREAS, the Metropolitan Government of Nashville and Davidson County is planning to reconstruct the intersection located at Wingrove Street and Nolensville Pike; and,

WHEREAS, as set forth in the plans attached hereto as “Exhibit A”, the MTA, in coordination with the Fairgrounds and the Nashville Department of Transportation and Multimodal Infrastructure, is working to expand a north-bound WeGo transit stop along the east side of Nolensville Pike, at or near the Intersection (“Transit Stop”), to allow for pedestrian access from the Transit Stop, across Nolensville Pike, to the Fairgrounds campus; and,

WHEREAS, in order to provide a transit stop to serve WeGo Bus Riders, the MTA must make improvements to the Transit Stop; and,

WHEREAS, the MTA has agreed to pay for the improvements marked as “Alternate 2” and “Alternate 4” in the plans attached here to as Exhibit A; and,

WHEREAS, in light of long-term capital improvements being made in and around the Fairgrounds campus, Metro already has in-place management, design, and construction teams, GHP, Inc., Collier Engineering, and Bell Construction Company, (collectively, the “Capital Improvements Teams”) to design and build all necessary components of the Transit Stop improvements; and,

WHEREAS, the Parties agree that construction of the Transit Stop improvements will be more cost-effective and less disruptive to traffic flow if constructed by the same contractor at the same time; and,

WHEREAS, the MTA now desires to use the Fairgrounds’ Capital Improvements Teams to construct the improvements to the Transit Stop marked as “Alternate 2” and “Alternate 4” in the plans attached hereto as Exhibit A, and to reimburse Fairgrounds for the costs associated with this work.

NOW, THEREFORE, the MTA and the Fairgrounds agree as follows:

## **1. Agreement.**

The Parties agree that MTA will use the Fairgrounds Capital Improvements Teams to construct the necessary improvements to the Transit Stop marked as “Alternate 2” and “Alternate 4” in the plans attached hereto as Exhibit A, and will reimburse the Fairgrounds for such work. The governing bodies of MTA and the Fairgrounds have approved this MOU.

## **2. MTA Responsibilities**

- a. MTA shall use the Fairgrounds Capital Improvements Teams to construct the improvements to the Transit Stop marked as “Alternate 2” and “Alternate 4” in Exhibit A.
- b. MTA shall manage, furnish, and install the Transit Stop shelter, as shown in Exhibit A, in coordination with the other work performed.
- c. MTA shall reimburse the Fairgrounds for the cost of the work for “Alternate 2” and “Alternate 4”, as identified in Exhibit A (i.e., a total of \$482,165),
- d. Any sitework changes initiated by MTA associated with the Transit Stop that result in any material change in plan and design of the Transit Stop or the site work for Fair Park Phase 2 shall be approved in writing by the Executive Director of the Fairgrounds.
- e. Upon completion of the Transit Stop improvements, MTA shall be responsible for maintenance and repairs including the trash removal, cleaning, and replacement of shelters, benches, trash cans, or lighting if needed.

## **3. The Fairgrounds’ Responsibilities**

- a. The Fairgrounds shall initially pay its Capital Improvements Teams the costs of the work to construct the improvements to the Transit Stop marked as “Alternate 2” and “Alternate 4” in Exhibit A (i.e., a total of \$482,165),
- b. The Fairgrounds shall manage the Transit Stop improvements construction, and shall consult with the MTA throughout the project.

## **4. Term**

This MOU shall take effect upon: (i) approval of the MOU by the Metropolitan Council and (ii) signature of this MOU by all Parties by a person authorized to enter this MOU on behalf of each party, and shall expire when the construction of the Transit Stop improvements marked as “Alternate 2” and “Alternate 4” in Exhibit A has been

completed.

**5. Modification and Amendments.**

Any modifications, amendments, renewals, or extensions must be in writing, signed, and approved by all Parties who signed and approved this MOU.

**6. Compliance with Applicable Laws and Regulations.**

The Parties agree to follow applicable Federal, State and Local codes, ordinances and regulations.

**IN WITNESS WHEREOF**, we have made and executed this Memorandum of Understanding this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

METROPOLITAN TRANSIT AUTHORITY  
OF NASHVILLE AND  
DAVIDSON COUNTY:

\_\_\_\_\_  
Stephen G. Bland  
Chief Executive Officer

\_\_\_\_\_  
Attorney for Nashville MTA

THE FAIRGROUNDS NASHVILLE:

\_\_\_\_\_  
Laura Womack  
Executive Director

\_\_\_\_\_  
Jasper Hendricks  
Chair, Board of Fair Commissioners

METROPOLITAN FINANCE  
DEPARTMENT:

METROPOLITAN LEGAL  
DEPARTMENT:

\_\_\_\_\_  
Director of Finance

\_\_\_\_\_  
Assistant Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK

\_\_\_\_\_  
Metropolitan Clerk