

GRANT APPLICATION SUMMARY SHEET

Grant Name: Multimodal Access Grant 25-29
Department: NDOT
Grantor: TENNESSEE DEPARTMENT OF TRANSPORTATION
Pass-Through Grantor (If applicable):
Total Applied For: \$859,476.60
Metro Cash Match: \$95,497.40
Department Contact: Casey Hopkins
 880-1676
Status: NEW

Program Description:

The Dickerson Pike Pedestrian Crossing Project is a critical initiative aimed at enhancing pedestrian safety in areas where serious accidents have occurred. By implementing targeted infrastructure improvements, we aim to reduce the risk of injury and fatalities for pedestrians crossing Dickerson Pike. The primary objective of this project is to enhance safety for pedestrians. We will achieve this by implementing the following measures: - High-Visibility Crosswalks: Installing well-marked crosswalks at key intersections along Dickerson Pike. - Pavement Markings: Clearly delineating pedestrian pathways using durable and visible pavement markings. - Pedestrian Hybrid Beacons: Installing pedestrian hybrid beacons (PHBs) at critical crossing points. PHBs provide a signalized crossing for pedestrians, allowing them to safely navigate busy roadways.

Plan for continuation of services upon grant expiration:

Will become a capital asset for NDOT's management

APPROVED AS TO AVAILABILITY OF FUNDS:

APPROVED AS TO FORM AND LEGALITY:

Kevin Crumbo/mal 7/15/2024 | 3:39 PM CDT
Director of Finance **Date**

Courtney Mohan 7/15/2024 | 4:10 PM CDT
Metropolitan Attorney **Date**

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb 7/15/2024 | 3:42 PM CDT
Director of Risk Management Services **Date**

Freddie O'Connell:mpw@nashville.gov 7/15/2024 | 2:15 PM PDT
Metropolitan Mayor **Date**
 (This application is contingent upon approval of the application by the Metropolitan Council.)

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input checked="" type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact	Phone	Fax			
NDOT		Casey Hopkins	880-1676				
Grant Name:		Multimodal Access Grant 25-29					
Grantor:		TENNESSEE DEPARTMENT OF TRANSPORTATION				Other:	
Grant Period From:		02/01/25	(applications only) Anticipated Application Date:		07/15/24		
Grant Period To:		02/01/29	(applications only) Application Deadline:		07/15/24		
Funding Type:		STATE	Multi-Department Grant		<input type="checkbox"/>		If yes, list below.
Pass-Thru:			Outside Consultant Project:		<input type="checkbox"/>		
Award Type:		COMPETITIVE	Total Award:		\$859,476.60		
Status:		NEW	Metro Cash Match:		\$95,497.40		
Metro Category:		New Initiative	Metro In-Kind Match:		\$0.00		
CFDA #		N/A	Is Council approval required?		<input checked="" type="checkbox"/>		
Project Description:		The Dickerson Pike Pedestrian Crossing Project is a critical initiative aimed at enhancing pedestrian safety in areas where serious accidents have occurred. By implementing targeted infrastructure improvements, we aim to reduce the risk of injury and fatalities for pedestrians crossing Dickerson Pike. The primary objective of this project is to enhance safety for pedestrians. We will achieve this by implementing the following measures: - High-Visibility Crosswalks: Installing well-marked crosswalks at key intersections along Dickerson Pike. - Pavement Markings: Clearly delineating pedestrian pathways using durable and visible pavement markings. - Pedestrian Hybrid Beacon: Installing pedestrian hybrid beacons (PHBs) at critical crossing points. PHBs provide a signalized crossing for pedestrians.					
Plan for continuation of service after expiration of grant/Budgetary Impact:		Will become a capital asset for NDOT's management					
How is Match Determined?							
Fixed Amount of \$		or		10.0%		% of Grant	Other: <input type="checkbox"/>
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		Yes		Fund	40024	Business Unit	42401024
Is not budgeted?				Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		18.83%		Indirect Cost of Grant to Metro:		\$179,821.60	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		0.00%		Ind. Cost Requested from Grantor:	
						\$0.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY25	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Yr 2	FY26	\$0.00	\$429,738.30	\$0.00	\$47,748.70	40024, 42401024	\$0.00	\$477,487.00	\$89,910.80	\$0.00
Yr 3	FY27	\$0.00	\$429,738.30	\$0.00	\$47,748.70	40024, 42401024	\$0.00	\$477,487.00	\$89,910.80	\$0.00
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$859,476.60	\$0.00	\$95,497.40		\$0.00	\$954,974.00	\$179,821.60	\$0.00
Date Awarded:			Tot. Awarded:			Contract#:				
(or) Date Denied:			Reason:							
(or) Date Withdrawn:			Reason:							

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov





Multimodal Access Grant

2024 Guidelines



Notices of Intent to Apply must be received
by Monday, May 13, 2024, at 11:59 PM
(Central)



Multimodal Access Grant 2024 Guidelines

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Multimodal Access Grant 2024 Guidelines

Multimodal Access Grant Program

Multimodal facilities are an essential transportation need for people across Tennessee. With half of all trips in the United States occurring within three miles or less, walking, bicycling, and transit facilities are central to the continued growth and success of our towns and cities. In 2013, TDOT set aside state funds to create the Multimodal Access Grant in order to support the transportation needs of pedestrians, bicyclists, and transit-users through infrastructure projects that address accessibility and existing gaps along state routes and at transit hubs.

Applicants awarded via the competitive Multimodal Access Grant process may receive up to **90%** or **95%** in State grant funds, depending on the Distressed and At-Risk economic status of the county in which the project is located. Applicants are responsible for a minimum **5%** (Distressed and At-Risk counties) **or 10%** (all other counties) local match. The State portion of a Multimodal Access project may not exceed \$1,187,000 for Distressed and At-Risk counties, or \$1,125,000 for all other counties.

The Multimodal Access Grant is a competitive grant and submission of a project application does not guarantee a project will be awarded funding.

Eligibility for the Multimodal Access Grant Program

Applicant Eligibility

Cities, Counties, and Towns in Tennessee are eligible to submit applications for the Multimodal Access Grant. Awarded applicants will sign a grant agreement committing the Municipal or County government to a reimbursable five or ten percent (5% or 10%) local match and ongoing maintenance responsibility for the completed project.

To be considered for award, local agencies must be current on any payments owed to the Department on any other project. Upon review of submitted Notices of Intent to Apply, Department staff will reach out to make payment arrangements as needed. Applications will not be accepted from local agencies having any unresolved unpaid balance owed to the Department.

Communities may work with a consultant, MPO/RPO, or external agency to develop a project application, but the municipality or county is viewed as the lead agency for the project. At least one municipal or county representative should be identified as a contact to be included in all correspondence throughout the application process.

Additionally, applicants using consultants at the application phase are advised to consult the *Local Government Guidelines for the Management of Federal and State Funded Transportation Projects* on the Local Programs Development Office's [Documents and Forms](#) page. This manual describes the process for procuring consultant services if awarded.

Eligible Improvement Types

Multimodal Access Grant funding is available to improve transportation access for pedestrians, bicyclists, and transit users along State Routes using the following improvement types:

- Sidewalks
- Pedestrian crossing improvements, including high-visibility crosswalks, curb ramps, signs and pavement markings, signalization, and median refuge islands
- Bicycle facilities (including on-road bike lanes/cycle tracks)
- Multi-use paths (pedestrian plus bicycle traffic) located within the transportation corridor. All such paths must be a minimum of 10-foot wide.
- Transit stop amenities (shelters, benches, sidewalks, curb ramps, lighting)
- Complete streets, road diet, or traffic calming measures
- Bicycle, pedestrian and transit-related improvements that address requirements of the Americans with Disabilities Act (ADA)
- Pedestrian-scale lighting (will not rank highly as a standalone project, but is eligible as a project component)
- Other improvements which improve access for multimodal users

Note that utility relocation is **only** eligible as a reimbursable cost if the utility is located on private property, or if the need to move the utility is identified in an urban revitalization plan.

Ineligible Improvement Types

Project elements below are ineligible for the Multimodal Access Grant. If proposed as part of the project, the application will be considered ineligible and not proceed to scoring.

- Components that primarily benefit motor vehicles such as widenings, additions of turn lanes, and traffic signalization
- Operating costs
- Rolling stock
- Preventative maintenance
- Recreational or non-transportation infrastructure

Scope of Work Requirements

All projects must:

- Be new multimodal facilities or rehabilitation of existing multimodal facilities*
- Address a transportation need
- Be located on a state route (small deviations for connectivity are permissible)
- Contiguous, where all improvements are connected along a roadway
- Include construction phase (may also include planning, design and right of way phases)**
- Meet ADA and PROWAG (Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way) standards

*Projects only upgrading or rehabilitating existing infrastructure are less competitive than those building new connections.

** While all listed phases of work are eligible, projects having already completed significant preliminary engineering or that are ready for construction are likely to be more competitive.

Funding Considerations

Reimbursement Funding Structure

The Multimodal Access Grant is a reimbursement program. Awardees are required to pay 100% of all project invoices up-front, prior to seeking reimbursement from TDOT of the 90% or 95% state share. Funding will be capped at the amount initially awarded for a specific project.

Match Requirements

Multimodal Access projects located in economically Distressed or At-Risk counties can receive up to 95% in State funds up to a maximum of \$1,187,500. Multimodal Access projects located in all other counties can receive up to 90% in State funds up to a maximum of \$1,125,000. The applicant is responsible for a minimum 5% or 10% match, depending on the economic status of the county in which the project is located. The local match must be a cash match and project sponsors must indicate an ability to contribute the budgeted local match in the application.

If construction costs for an awarded project exceed the original estimate provided in the final application, the grantee will have the following options:

1. Request a scope reduction to fit within the budget,
2. Secure additional funds to complete the project, or
3. Cancel the project. In this case, the grantee shall be obligated to repay TDOT for any expenses invoiced against a project that is cancelled before completion.

Avoiding Overages through Identification of Potential Scope Reductions

Applications which identify possible scope reductions (or phasing within the project limits) will be scored favorably. These applications illustrate an ability to modify project scope if initial budget estimates are insufficient while still providing meaningful infrastructure improvements.

Competing in Multiple Multimodal Access Grant Cycles

Awarded applicants may apply for additional funding in future years of the program to fund later phases of an awarded project, or they may compete for funding for an unrelated project.

Resubmitted applications may be given favorable scoring status if those applications were highly ranked, but not awarded in the previous submission. Non-awarded applicants are encouraged to consult the Office of Multimodal Planning to identify strategies to improve the application competitiveness.

Applicants who have received prior awards may lose points in the scoring process if they have a locally managed project through TDOT that is facing significant delays or other project delivery challenges.

Application Process

Notice of Intent to Apply

Submitting a Notice of Intent to Apply (NOI) is the first step in competing for a 2024 Multimodal Access Grant award. The NOI collects general project information and allows the Office of Multimodal Planning to assess whether the project fulfills minimum eligibility requirements. The NOI form and detailed instructions for completing this document are posted on the [Multimodal Access Grant website](#).

Applicants must submit their completed NOI via an e-mail to tdot.multimodalplanning@tn.gov. NOIs must be received by May 13, 2024, at 11:59pm Central.

After review by the Office of Multimodal Planning, applicants will either 1.) be invited to submit a full application, or 2.) be notified that the project does not meet basic eligibility requirements.

More detail regarding the NOI review process can be found in the NOI instructions document, but eligibility at this stage will consider:

1. Whether project is on a State Route
2. Whether the project is primarily for transportation, and
3. Whether the full scope of the project benefits bicyclists, pedestrians and/or transit users.
4. Whether the local agency is in good financial standing with TDOT.

Invitation to Apply

If a project is considered eligible after NOI review, the applicant will be invited to submit a full application via [eGrants](#). Full applications will request significant additional information. If a project is awarded, the submitted application will serve as the foundation for a contract for the awarded project. As such, applicants should develop the application as much as possible when submitting the project. A PDF template of the updated 2024 application will be posted on the [Multimodal Access Grant website](#) when eligible applicants are invited to apply.

The NOI review does not assess project competitiveness, and an invitation to submit a full application does *not* imply that a project will be awarded. Being invited to apply simply means that the project is eligible to compete for funding. Full applications will go through a formal scoring process to determine the most competitive project submissions. Based on funding availability, only a portion of invited applications are expected to be awarded.

Supporting Documentation

When submitting a full application in eGrants, there will opportunities to support the application with relevant materials, including project maps, detailed project budgets, planning documents supporting the need for the project, identification of supportive policies adopted by the

municipality, and any other relevant information.

The Multimodal Access Grant is a reimbursable program. Local governments are required to pay 100% of all project invoices up-front prior to seeking reimbursement of the 95% or 90% state share.

In addition to the types of supporting documentation described above, applications are required to be accompanied by a letter of support from the county or municipal Mayor or legislative body which includes a written acknowledgment of the 5% or 10% local match, and future maintenance responsibility.

Project Selection

Selection Process Overview

Applications that do not enter requested data for all required fields, provide all required supporting materials, or that include ineligible items will be removed from consideration. Complete applications will enter a formal scoring process, with two primary components: 1.) Feasibility Review, and 2.) Scoring Committee Review.

Feasibility Review

Before reaching the scoring committee, applications will be reviewed for feasibility. The feasibility review criteria are discussed on page 10 and 11. In summary, this feasibility review will look at:

- The technical ease of the project, including impacts to bridges or other structures, significant right of way acquisition needs, rail line impacts, significant grade or drainage challenges, or the need for significant utility relocation
- The political, community and planning support for the project
- The financial feasibility, including review of the budget against scope and timeline. This review will include consideration of whether project risks have been identified and adequately mitigated against in the budget
- Relevant local experience. This will include consideration of applicant's prior project management, including number, scope and outcomes

The 2024 application includes space for applicants to discuss strategies for managing any identified challenges. Applicants who identify strategies for addressing these concerns will be prioritized over those without strategies identified.

Applications with feasibility concerns at the feasibility review stage may be removed from consideration without entering the scoring committee process.

Scoring Committee Review

Applications that are complete and have no major feasibility concerns will be reviewed by a scoring committee. The scoring criteria are discussed on page 12 and 13. In summary, the scoring committee will look at:

- The safety benefits of the project. The committee will look for identifiable safety benefits from the proposal
- The connectivity benefits of the project. The committee will look for evidence that the facilities will be used to link users to places they want to go
- The demonstrated local priority given the project. The committee will look for evidence that there is local support for the proposal now, and that multimodal facilities have been planned

- The Economic impact of the project. The committee will look for evidence that the proposal will benefit the area in ways other than safety and connectivity, such as whether diverse and under-resourced populations will benefit

Membership of the scoring committee will not be advertised publicly, but will include primarily TDOT staff from various professional backgrounds, including at minimum both planning and engineering perspectives.

Applicants **should not** assume members of the scoring committee will have knowledge of the project or of the community in which the project will be constructed. *Any safety or connectivity needs faced by the community that are viewed as broadly known, or obvious, should still be described in the application at the appropriate level of detail, with the assumption that scorers will have no prior knowledge of the need.*

The final scoring committee recommendations will then be escalated to the Commissioner of Transportation for review and approval.

Scoring in MPO/TPO and RPO areas

The scoring committee will be divided into two sub-committees. One subcommittee will score projects submitted by communities in MPO/TPO areas. The other will score projects submitted by communities in RPO areas. Projects from MPO/TPO areas will compete with other projects from MPO/TPO areas, and projects from RPO areas will compete with other projects from RPO areas.

Scoring criteria will be similar across the MPO/TPO and RPO scoring categories, but scoring weights will differ slightly. The MPO/TPO-area scoring process will place additional weight on projects supported by prior planning efforts and adoption of supportive policy, and RPO scoring will place higher weight on economic development.

Geographic Balance

Scoring results will be the primary factor determining awarded projects. However, in support of TDOT's role as an agency supporting the entire State of Tennessee, final project selection may also consider the geographic distribution of awards across the State.

Feasibility Review

Criteria	Guidance
<p>Technical - Does the project have significant technical difficulties? Does the application adequately address them?</p>	<p>Describe whether this project has any technical challenges, how they will be overcome, and any expected impact on timeframes. Describe any preliminary work that has been undertaken. Describe what liaison will be required. Describe whether the project overlaps with any other projects.</p> <p>Examples of typical technical difficulties include modifications to bridges and structures, railroad coordination, moving utilities, right-of-way acquisition, and drainage issues. Almost all projects will experience at least one of these, so showing a demonstrated understanding of the issues and a plan to overcome them can still result in a favorable review.</p>
<p>Political, Community and Planning Support - Does the project have strong support at multiple levels? Is this project identified in State and/or Local Plans? Has the municipality adopted policies supporting multimodal infrastructure? Has the project received robust public input?</p>	<p>Demonstrate the support the project has at multiple levels, including impacted people, the community and large, and elected and non-elected officials.</p> <p>Provide documents showing the applicant has robust community engagement, both generally and specifically for this project.</p> <p>Include supporting planning documents (or relevant pages) that show alignment of the project with state and local plans, as well as coordination between local agencies.</p> <p>Examples of supportive plans include local neighborhood or community plans, comprehensive plans, corridor studies, major thoroughfare plans, MPO plans, TDOT Long Range Plan, TDOT Bicycle and Pedestrian Plan, etc.</p> <p>Include any supportive multimodal infrastructure policies.</p> <p>Examples of supportive policies are: Complete Streets Policies, Vision Zero Policy, Developer Sidewalk Requirement Ordinances, etc.</p>
<p>Financial – Is the project budget complete, robust, comprehensive and realistic? Are identified challenges adequately funded? Is the project feasible within the proposed timeframe?</p>	<p>Provide a budget that is detailed, complete, and realistic. Where challenges are identified in the application, ensure the budget reflects those challenges, and covers the cost of mitigation.</p> <p>Where site photos illustrate a barrier or challenge, ensure the budget includes the necessary work to remove or mitigate that issue.</p> <p>Ensure the budget includes the cost of everything proposed in the application narrative, drawings, and renderings.</p> <p>Ensure that the budget accounts for inflationary costs at the future targeted construction letting date.</p>
<p>Local Experience - Does the applicant have a good track</p>	<p>If applicable, applicants with experience of previous project partnerships with TDOT will be reviewed for ease of delivery, outcomes, and speed of delivery.</p>

<p>record with similar projects, skilled staff, and access to necessary skills to ensure prompt project completion in accordance with statutory requirements?</p>	<p>Applicants without previous TDOT project experience will not be penalized in this section but should demonstrate other applicable project management experience, staffing skills, and project completions.</p> <p>Where project proposals have unique challenges, applicants should identify the staff resources and skills they have access to that will help address these issues.</p>

Full Scoring Criteria

Criteria	Guidance	Maximum Points	
		MPO/ TPO Areas	RPO Areas
<p>Safety - Does project address a history of bicycle or pedestrian crashes, or other unsafe condition for multimodal users?</p>	<p>Illustrate how this project will improve any unsafe condition and enhance pedestrian or bicyclist safety by 1.) documenting relevant crash history, 2.) describing unsafe conditions that exist 3.) supporting the description of unsafe conditions with data (police reports, school reports, photos, road safety audits, etc.), and 4.) clearly explaining how the suggested project countermeasures address the identified safety need.</p>	30	30
<p>Connectivity - Will the project contribute to an integrated transportation system linking activity centers such as transit, residential neighborhoods, low-income housing, medical centers, schools, retail, parks, & employment centers?</p>	<p>Demonstrate how the project will link the community’s trip origins and destinations, clearly listing specific origins and destinations served by the project. Including a map that shows connections between various activity centers/residential is highly recommended. This map may also show land uses, identify landmarks, or otherwise include notations which help scorers understand the improved connectivity.</p>	30	30
<p>Local Priority – Is this project identified in State and/or Local Plans? Has the municipality adopted policies supporting multimodal infrastructure? Has the project received robust public input?</p>	<p>Include supporting planning documents (or relevant pages) that show alignment of the project with state and/or local plans, as well as coordination between local agencies.</p> <p>Applications that show comprehensive planning efforts will be prioritized. Projects with community support as documented at community meetings or other outreach efforts will be prioritized. Projects in communities with supportive multimodal infrastructure policies generally will also be prioritized.</p> <p>Examples of supportive plans include local neighborhood or community plans, comprehensive plans, corridor studies, major thoroughfare plans, MPO plans, TDOT Long Range Plan, TDOT Bicycle and Pedestrian Plan, etc.</p> <p>Examples of supportive policies are: Complete Streets Policies, Vision Zero Policy, Sidewalk Development Ordinances, etc.</p>	25	15
<p>Economic Impact - Will the proposed project support economic development? Will it</p>	<p>Applicants should explain how this project will specifically aid economic development in the community and support this argument with data when possible.</p>	15	25

<p>serve economically disadvantaged populations?</p>	<p>Additionally, applicants should describe whether the project addresses a transportation need for an economically disadvantaged population. Economically disadvantaged populations should be identified through data including Census Block Group data, or other services designated to assist specific disadvantaged populations. Identify potential origins and destinations connected by the proposed infrastructure that will connect useful services for economically disadvantaged populations.</p> <p>Applications from Distressed or At-Risk Counties, or those projects that fall within an Opportunity Zone will be prioritized in this scoring category but should still give a full faith effort to answer these questions.</p>		
Maximum Points:			100

Attachment A: Post Award Information

Project Management	Awarded projects will be locally managed and will follow the TDOT Locally Managed Projects Process. A successful grantee may opt to procure a consultant to manage any aspect of the project. Projects falling within Distressed and At-Risk counties may be offered TDOT Delivery of projects.
Grant Agreement	After the award is made, the project sponsor will enter into a Grant Agreement with TDOT. The Grant Agreement identifies the responsibilities of both parties and establishes the required match to be paid by the sponsor agency. By entering into the agreement, the sponsor agrees to follow TDOT requirements and assume responsibility for the long-term maintenance of the project.
Local Project Manager	Sponsors are required to have a local project manager. Local project managers are responsible for the day-to-day management and administrative duties and advancing the project to completion. Sponsors can contract with a TDOT pre-qualified consultant. The cost of local project management by a consultant is an eligible project cost and should be included in the project budget. TDOT assigns a Program Monitor to each project who collaborates with the sponsor throughout the development of the project. TDOT Local Programs Monitors will provide the local project manager with technical assistance in such areas as funding eligibility, procurement, right-of-way acquisition and environmental permitting to keep the project moving forward in a timely manner and to ensure that federal and state laws, policies, and standards are met.
Environmental Documentation	The project will require an approved TEER document as outlined in the Tennessee Environmental Procedures Manual . TDOT will be responsible for completing the required environmental document and will submit applicable charges to the project for reimbursement by the grantee.
Design Standards	Projects must be in accordance with the American Association of State Highway Transportation Officials (AASHTO), the Manual on Uniform Traffic Control Devices (MUTCD), the Americans with Disabilities Act (ADA), Public Rights of Way Guidelines (PROWAG), TDOT Design Standards, and all applicable state and federal statutes, standards, specifications and guidelines. Please refer to TDOT’s Multimodal Project Scoping Manual and TDOT Roadway Design Guidelines-Section 9 (Multimodal Design).
Right-of-Way (ROW) Acquisition	Any ROW to be acquired must be done in compliance with the policy set forth under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. For more information, refer to Local Government Guidelines for the Management of Federal and State Funded Transportation Projects. For projects within the state highway ROW, municipalities are required to coordinate with TDOT’s Regional Excess Land Committee.
Time Frame	Projects developed through the Multimodal Access grant program will vary in the time that it takes to have a completed project. A typical project will take 36 months from the time a grant agreement is signed until they go to construction.

Local Government Guidelines for the Management of Federal and State Funded Transportation Projects - All projects are developed in accordance with TDOT’s *Local Government Guidelines for the Management of Federal and State-Funded Transportation Projects*. This guidebook can be found online at:
https://www.tn.gov/content/dam/tn/tdot/programdevelopment/localprograms/documents-and-forms/LGG_Manual.pdf.

Attachment B: MPO/TPO Contact Information

BRISTOL

Tyler Gillenwater
Transportation Planning Coordinator Bristol
Metropolitan Planning Org.
P. O. Drawer 1189
Bristol, TN 37621-1189
(423) 989-5500
Email: MPO@BristolTN.org

CLARKSVILLE

Jeffrey Tyndall
Director Clarksville-Montgomery County
Regional Planning Commission
329 Main Street
Clarksville, TN 37040
(931) 645-7448 ext. 16
Email: jeffrey.tyndall@cityofclarksville.com

JACKSON

Stan Pilant
Transportation Planning Coordinator
Jackson Municipal Regional Planning
Commission
111 East Main Street, Suite 201
Jackson, TN 38301
(731) 425-8282
Email: spilant@cityofjackson.net

KINGSPORT

Lesley Phillips
MTPO Coordinator
Kingsport Transportation Department
201 West Market Street
Kingsport, TN 37660
(423) 224-2677
Email: LesleyPhillips@KingsportTN.gov

LAKEWAY (Morristown & Jefferson City)

Rich DesGroseilliers
Transportation Planning Coordinator
Lakeway Area MTPO
P. O. Box 1499
Morristown, TN 37816-1499
(423) 581-6277 or (423) 581-0100
Email: richd@mymorristown.com

NASHVILLE

Daniel Capparella
Senior Transportation Planner
Nashville Metropolitan Planning Organization
44 Vantage Way, Suite 450
Nashville, TN 37228
(615) 880-3906
Email: dcapparella@gnrc.org

CHATTANOOGA

Melissa Taylor
Transportation Planning Director
Chattanooga-Hamilton County
Regional Planning Agency
1250 Market Street, Suite 2000 - DRC
Chattanooga, TN 37402
(423) 643-5944
Email: taylor_melissa@chattanooga.gov

CLEVELAND

Greg Thomas
Transportation Director
Cleveland Area MPO
185 Second Street N.E.
Cleveland, TN 37311
(423) 593-5665 Ext. 223
Email: gthomas@cityofclevelandtn.gov

JOHNSON CITY

Glenn K. Berry
MPO Manager
Johnson City MPO
137 West Market Street
Johnson City, TN 37601
(423) 434-6272
Email: glennberry@jcmmpo.org

KNOXVILLE

Doug Burton
TPO Coordinator Knoxville Regional TPO
Suite 403 City County Building
400 Main Avenue
Knoxville, TN 37902-2476
(865) 215-3790
Email: doug.burton@knoxplanning.org

MEMPHIS

Pragati Srivastava
Transportation Planning Coordinator 125
North Main Street, Suite 450 Memphis,
TN 38103
(901) 576-7198
Email: pragati.srivastava@memphistn.gov

Attachment C: RPO Contact Information

East Tennessee RPO North

Ekem Amonoo-Lartson, Transportation
Planner
East Tennessee Development District
P. O. Box 249
Alcoa, TN 37701-0249
(865) 273-6003 ext. 121
Email: eamonoo-lartson@etdd.org

First Tennessee RPO

Chase Milner, RPO Coordinator
First TN Development District
3211 N. Roan Street
Johnson City, TN 37601
(423) 722-5217
Email: cmilner@ftdd.org

West Tennessee RPO

Kamillah Kelly, RPO Coordinator Memphis
Area Association of Governments 8289
Cordova Road, Ste 103
Cordova, TN 38016
(901) 729-2871
Email: kkelly@maagov.org

South Central Tennessee RPO East

Lisa Cross, RPO Coordinator
South Central TN Development District 101
Sam Watkins Blvd.
Mt. Pleasant, TN 38474
(931) 379-2914
Email: lcross@sctdd.org

Southeast Tennessee RPO

Emmalyn Porter, RPO Coordinator
Southeast TN Development District
1000 Riverfront Parkway
P. O. Box 4757
Chattanooga, TN 37405-0757
(423) 424-4238
Email: eporter@sedev.org

Dale Hollow RPO

Mark Dudney, RPO Coordinator
Upper Cumberland Development District
1225 South Willow Avenue
Cookeville, TN 38506
(931) 476-4152
Email: mdudney@ucdd.org

East Tennessee South RPO

Don Brown, RPO Coordinator
East Tennessee Development District
P. O. Box 249
Alcoa, TN 37701-0249
(865) 273-6003
Email: dbrown@etdd.org

Middle Tennessee Regional RPO

Bryan Collins, RPO Coordinator
Mid Cumberland Human Resource Agency
1101 Kermit Drive, Suite 300
Nashville, TN 37217
(615) 560-0211
Email : Bryan.Collins@mchra.com

Northwest Tennessee RPO

Bethany Brock, RPO Coordinator
P. O. Box 963
124 Weldon Drive
Martin, TN 38237-0963
(731) 587-4213
Email: Bethany.Brock@nwtd.org

South Central Tennessee RPO West

Lisa Cross, RPO Coordinator
South Central TN Development District
101 Sam Watkins Blvd.
Mt. Pleasant, TN 38474
(931) 379-2914
Email: lcross@sctdd.org

Southwest Tennessee RPO

Shelton Merrell, RPO Coordinator
Southwest TN Development District
102 E. College Street
Jackson, TN 38301
(731) 668-6430
Email: smerrell@swtd.org

Center Hill RPO

Jenna McKenzie, RPO Coordinator
Upper Cumberland Development District
1255 South Willow Avenue
Cookeville, TN 38506
(931) 476-4111
Email: jmckenzie@ucdd.org

Application Requirements:

1. Prior to completing this application, please refer to the [TDOT Multimodal Access Grant Guidelines](#).
2. Project applications MUST be complete and contain all supporting materials as outlined in the application.
3. Projects MUST include a letter of support from the corresponding Rural Planning Organization (RPO) or Metropolitan Planning Organization (MPO).
4. Project applications MUST be accompanied by a letter of support from the county or municipal Mayor or legislative body which includes a written acknowledgment of the applicable local match and future maintenance responsibility. The Multimodal Access Grant is a reimbursable program. Local governments are required to pay 100% of all project invoices up-front prior to seeking reimbursement of the applicable state share.

Contact Name: Casey Hopkins

Title: Policy Manager

Phone: (615) 880-1676

Email: casey.hopkins@nashville.gov

Tennessee Metropolitan Planning Organization (MPO) or Rural Planning Organization (RPO):

Select the applicable organization from one of the following dropdown lists:

A map of Tennessee's planning organizations can be found at:

<https://www.tn.gov/tdot/long-range-planning-home/longrange-oct/transportation-long-range-planning-metropolitan-planning-organization-mpo-c.html>.

(Do not select from both lists.)

MPO: Nashville MPO

OR

RPO:

Project Title and Description:

Provide a project title (to reference this project in future documents) and a clear and concise project description.

Dickerson Pike Vision Zero Pedestrian Improvements

Funding Breakdown:

Projects located in economically Distressed or At-Risk counties may be match-funded by TDOT up to 95% of the project value, up to a maximum project value of \$1,250,000 and therefore a maximum match of \$1,187,000. Projects located in all other counties of Tennessee may be match funded at 90% of the project value, up to a maximum project value of \$1,250,000 and therefore a maximum match value of \$1,125,000.

To determine if you are in a distressed or at-risk county, please refer to the following webpage:

<https://tnecd.com/research-and-data/publications/>.

Is your local governmental agency located in a distressed or at-risk county based on the current TNECD determination?

Yes No

A. State Funding Amount	\$859,476.60
B. Local Funding Amount	\$95,497.40
C. Total Project Funding Amount	\$954,974.00

Budget Template:

Attach completed budget template here:

https://tdot.intelligrants.com/_Upload/17572_1175677-2024MultimodalAccessApplication-BudgetTemplate_NDOT.xlsx

BUDGET TEMPLATE

Estimated Project Costs

Line items can be added or deleted as needed for any stage; however this is the format in which the budget must be submitted.

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	% STATE FUNDS	% LOCAL EXPENSE (Cash Match Only, Non-Reimbursible)
Preliminary Engineering/Design/Environmental (PE)						
Environmental Documentation, Preliminary Design Plans (Up to 80% of total PE budget)						
Local, State and Federal Permits						
ROW/Construction Plans, Specs, & Estimate (PS&E) Document Completion						
SUBTOTAL						

Right-of-Way/Utilities (ROW)						
ROW Acquisition						
License Agreements, Easements, Recording Fees						
Utility Relocation/Certifications*						
SUBTOTAL						

Construction (CONST)
All projects must be competitively bid and awarded to the lowest responsive bidder.

Site Preparation & Demolition						
Clearing and Grubbing						
Removal of Obstructions						
Removal of Concrete Sidewalks						
Removal of Asphaltic Concrete Pavement						
Other						
Construction Items						
MINERAL AGGREGATE BASE	TON	300	\$ 75.00	\$ 22,500.00		
CONCRETE CURB RAMP	SF	1520	\$ 35.00	\$ 53,200.00		
CONCRETE COMBINED CURB & GUTTER	CY	24	\$ 1,500.00	\$ 36,000.00		
TRAFFIC CONTROL (SIGNS/FLAGGER + UNIFORMED POLICE OFFICER)	HR	360	\$ 70.00	\$ 25,200.00		
PERFORATED/KNOCKOUT SQUARE TUBE POST	LB	1332	\$ 7.00	\$ 9,324.00		

FLAT SHEET ALUMINUM SIGNS	SF	216	\$ 25.00	\$ 5,400.00		
PLASTIC PVMT MARKING (STOP LINE)	LF	424	\$ 25.00	\$ 10,600.00		
PLASTIC PVMT MARKING (LONGITUDINAL CROSS-WALK)	LF	720	\$ 60.00	\$ 43,200.00		
MOBILIZATION	LS	4	\$ 10,000.00	\$ 40,000.00		
PEDESTRIAN HYBRID BEACON	LS	4	\$ 140,000.00	\$ 560,000.00		
EROSION CONTROL	SY	80	\$ 60.00	\$ 4,800.00		
Other						
Other						
Other						
Other						
Other						
Other						
**Landscaping						
Trees						
Shrubs						
Mulch						
Native Species Plantings						
Topsoil						
Seeding/Sod						
Other						
Pedestrian Amenities						
Pedestrian Lighting	EA	8	\$ 1,980.00	\$ 15,840.00		
Bike Racks						
Other						
SUBTOTAL of Itemized Quantities Above				\$ 826,064.00		
Administration Costs						
CONST. Survey & Layout		of CONST				
Construction Contingency	15%	of CONST		\$ 123,910.00		
TDOT Engineering Services	EA	1		\$ 5,000.00		
TDOT Materials & Testing		of CONST				
***Construction Engineering Inspection (CEI) and Contract/Construction Administration		of CONST				
TOTAL of Reimbursible Construction Expenses						
GRAND TOTAL ALL PROJECT COSTS				\$ 954,974.00		

*Relocation of utilities is eligible for reimbursement only if the relocation is caused by this project and the utilities to be relocated are on private property. Relocation

**Landscaping is limited to 25% of eligible and reimbursable construction costs and must be necessary to this project only.

*** The CEI Estimate may not exceed 20% but can be decreased by the local agency at their discretion depending on the scope and complexity of the project. If contract administrative duties are performed by a private firm other than the contracted CEI consultant, this firm must still be TDOT pre-qualified and a copy of the fully executed contract between them and the CEI consultant must be sent to TDOT electronically. Costs for contract administration must be included within the CEI budget.

Project Information

Project Route/Termini:

Provide the project route and termini. The project location should run from west to east or south to north and must include local/state/federal road names. You must include a color-coded map that clearly delineates the project (with road names, a north arrow and the project location highlighted) and any photographs, plans, drawings and applicable preliminary sketches. Please provide a photograph of each of the termini.

US 31/SR 11 - from Old Trinity Lane to Broadmoor Dr.

Project Description

Provide the project title, project description, and the scope of all work to be performed.

The Dickerson Pike Pedestrian Crossing Project is a critical initiative aimed at enhancing pedestrian safety in areas where serious accidents have occurred. By implementing targeted infrastructure improvements, we aim to reduce the risk of injury and fatalities for pedestrians crossing Dickerson Pike. The project goals include:

1. **Safety Enhancement:** The primary objective of this project is to enhance safety for pedestrians. We will achieve this by implementing the following measures:
 - High-Visibility Crosswalks: Installing well-marked crosswalks at key intersections along Dickerson Pike.
 - Pavement Markings: Clearly delineating pedestrian pathways using durable and visible pavement markings.
 - Pedestrian Hybrid Beacons: Installing pedestrian hybrid beacons (PHBs) at critical crossing points. PHBs provide a signalized crossing for pedestrians, allowing them to safely navigate busy roadways.
2. **Accident Reduction:** By addressing accident-prone locations, we aim to significantly reduce the number of pedestrian-related accidents. Our data-driven approach ensures that improvements are targeted where they are most needed.
3. **Community Engagement:** We recognize the importance of involving the local community in this project. NDOT has regular communication with the Vision Zero Action Committee. Additional engagement will be completed throughout the project to ensure community buy-in and address concerns.

This project will increase pedestrian safety by reducing the likelihood of accidents and injuries. A well-designed crosswalk and PHB will enhance traffic flow by providing clear guidelines for pedestrians and drivers. NDOT has conducted a thorough assessment of existing pedestrian crossings along Dickerson Pike and presented the analysis to the Vision Zero Action Committee. This project is based on accident data, traffic flow, and pedestrian usage patterns.

Through the grant, NDOT will work closely with engineers and planners to design the necessary improvements. This includes determining optimal crosswalk locations, selecting appropriate pavement markings, and specifying PHB installations. Once the design is finalized, construction crews will carry out the installation. This phase will involve roadwork, signage placement, and coordination with local authorities. Post-implementation, we will closely monitor the effectiveness of the improvements. Data on accident rates, pedestrian behavior, and community feedback will guide any necessary adjustments.

The Dickerson Pike Pedestrian Crossing Project represents a proactive approach to pedestrian safety. By

Project Information

implementing evidence-based improvements, we aim to create a safer environment for all residents and visitors. Together, we can make Dickerson Pike a model for pedestrian-friendly infrastructure.

Attach map(s) here:

https://tdot.intelligrants.com/_Upload/17573_1175621-DickersonPikePedestrianImprovements_Map.pdf

Attach photo(s) and/or artist rendering(s) here:

https://tdot.intelligrants.com/_Upload/17573_1175622-PHBpicture.jpg

https://tdot.intelligrants.com/_Upload/17573_1175619-PHBPhoto.jpg

Project Eligibility

Please select only those eligibilities that apply. Please Refer to TDOT's Multimodal Project Scoping Manual and Multimodal Design Guidelines for guidance regarding facility type and minimum design requirements.

Projects must be located along a State Route.

- Sidewalks
- Pedestrian crossing improvements
- Bicycle facilities
- Multi-use path within the transportation corridor. Minimum 10 feet wide
- Transit stop amenities
- Complete streets, road diet, or traffic calming measures
- Accessibility improvements that address requirements of the Americans with Disabilities Act
- Pedestrian-scale lighting
- Other (Please explain):

Purpose and Need

Safety:

Provide any crash history and a brief description of how the proposed project will improve safety for pedestrians, cyclists, transit users, and other transportation users.

The Dickerson Pike Pedestrian Crossing project will enhance for pedestrians, cyclists, transit users, and other transportation users.

Nashville's commitment to Vision Zero is a pivotal step toward eliminating traffic fatalities and severe injuries . By adopting this initiative, the city aims to create safer streets for everyone. The Dickerson Pike Pedestrian Crossing Project aligns perfectly with this goal. Traffic deaths are a pressing issue nationwide, and Nashville is no exception. In 2019, over 33,000 people lost their lives in traffic crashes across the United States. Unfortunately, Nashville's traffic fatality rate exceeded both the national average and that of peer cities . The

Project Information

project provides an opportunity to reverse this trend. The data reveal a critical concern: while only 3% of Nashvillians primarily walk, 17% of all traffic fatalities or serious injuries involve pedestrians. Whether for commuting or non-commuting trips, walking remains risky. The Dickerson Pike improvements will directly impact pedestrian safety. Since 2014, the number of pedestrians killed or severely injured in Nashville has risen. Without intervention, the city could face an alarming 96 pedestrian fatalities annually by 2026. The project aims to curb this upward trajectory.

Since 2020, in the vicinity of the project, there have been 261 non-property-damage only crashes with the injury status ranging from suspected minor injury to fatal injury. Of these, 36 crashes involved pedestrians: 3 with possible injury, 11 with suspected minor injury, 10 suspected serious injury and 12 fatal injuries. The majority of the pedestrian-involved crashes occurred at mid-block locations which highlights a need for improvements to mid-block crossings. The project will enhance safety by improving these crossings. The 85th percentile speed along the Dickerson Pike segment stands at 40 MPH, matching the posted speed limit. However, 15% of drivers exceed this limit.

In summary, the Dickerson Pike Pedestrian Crossing Project represents a vital step toward achieving Vision Zero in Nashville. By addressing pedestrian safety, we can create a safer and more inclusive transportation environment for all.

Connectivity:

Provide a brief description of how the proposed project will increase connectivity among a mixture of land uses and activity centers such as transit, residential neighborhoods, low-income housing, medical facilities, schools, retail, parks, employment centers, etc. Proposals that will expand and create new network connectivity will generally rank higher than proposals that do not include these aspects, such as rehabilitation-only proposals.

The Dickerson Pike Pedestrian Crossing Project will enhance connectivity among various land uses and activity centers. This project is addressing the existing gap. Currently, this section of SR 11/US 31 is a five-lane road with a center two-way left turn lane. Despite its width, there is a critical gap in pedestrian infrastructure. With planned sidewalk improvements in the near future, the pedestrian crossing project will provide necessary connectivity to existing and new transportation infrastructure.

The corridor hosts a mix of land uses, including suburban strip malls, restaurants, and motels. While these trip generators are primarily auto oriented, there is significant pedestrian traffic. The construction of the pedestrian crossing project will encourage more people to walk, providing safer access to nearby destinations.

Furthermore, this project provides safe pedestrian infrastructure by enhancing connectivity to residential areas. Mobile home parks and apartments are located both on and off SR 11, offering affordable housing options. This project will directly benefit residents by connecting them to grocery stores, convenience stores, and schools.

In addition to enhancing connectivity to residential areas, this project supports retail and services. The corridor features retail establishments such as strip malls and convenience stores. The pedestrian crossing project will facilitate pedestrian access to these business, promoting foot traffic and supporting local commerce. Residents and visitors can safely and easily walk to meet their daily needs.

Project Information

Finally, WeGo Route 23 serves this corridor, but existing bus stops lack amenities. The project will create safer pedestrian crossings, allowing bud riders to access stops more conveniently and improving transit connectivity benefits for both residents and commuters.

The Dickerson Pike Pedestrian Crossing project will weave together diverse land uses, encourage walking, and foster safer connections for residents, workers, and visitors. It's a step toward a more vibrant and accessible community.

Local Priority:

Is this project identified in state and/or local plans (including, but not limited to, Bicycle and Pedestrian Master Plan, Long Range Transportation Plan, Corridor Study, etc.)?

Yes No

If yes, please list the name of plan(s) and upload relevant pages.

Name of Plan	Upload
Dickerson North Corridor Study	https://tdot.intelligrants.com/_Upload/17573_1175638-DickersonNorthCorridorStudy.pdf
Dickerson South Corridor Study	https://tdot.intelligrants.com/_Upload/17573_1175638_2-DickersonSouthCorridorStudy.pdf
Vision Zero Action Plan	https://tdot.intelligrants.com/_Upload/17573_1175638_3-VZActionPlan.pdf

Has your municipality completed all requirements for ADA compliance?

If a municipality is unsure of its ADA program status, please visit

<https://www.tn.gov/tdot/government/g/ada-office0/local-agency-ada-self-evaluation--transition-plan--and-self-certification-status.html>. Email TDOT.ADA@TN.gov with questions or to provide them with an updated status.

Yes No Not Applicable

Does your municipality have a Private/Public Sidewalk Installation Program, New Development Sidewalk standard, Annual budgeted Sidewalk Project List or Complete Streets Ordinance?

Yes No

If yes, upload relevant pages or document below.

https://tdot.intelligrants.com/_Upload/17573_1175644-MayorFreddieO'ConnellExecutiveOrderNumber045_Nashville.gov.pdf

Has there been any public involvement meetings regarding this project?

Yes No

Project Information

If yes, please provide a brief explanation.

The crash site visit reports were discussed in the Vision Zero Fatal Crash subcommittee. Due to the dates of the crashes, these reports would have been discussed at different times individually. In addition, this project and grant application has been discussed at the Vision Zero Advisory Committee and the Bicycle and Pedestrian Advisory Commission.

Attach supporting documentation (i.e., meeting minutes) here:

https://tdot.intelligrants.com/_Upload/17573_1175648-VZACandBPACAgenda.pdf

Project Readiness:

Has any level of environmental or preliminary engineering work been completed?

Yes No

Will this project include any ROW acquisition?

Yes No

Do you foresee any potential environmental impact commitments for this project?

Yes No

Does the project include a pedestrian/bike bridge or tunnel or impact an existing TDOT structure?

Yes No

Will any part of the project impact a rail line?

Yes No

Will the project move any utilities? If yes, identify all relevant types of utilities to be moved:

Yes No

If potential challenges to project readiness have been identified, please describe proposed mitigation strategies.

NDOT is not anticipating any challenges to project readiness.

If the applicant has received a Multimodal Access, Transportation Alternatives Program, or Congestion Mitigation and Air Quality grant since 2014, please describe the status of the awarded project.

PIN - 128602.00 - Design

PIN - 132612.00 - Implementation

PIN - 134352.00 - NEPA

PIN - 130753.00 - Construction

PIN - 130748.00 - Implementation

Economic Impact:

Project Information

How will this project aid economic development in the community or serve economically disadvantaged populations?

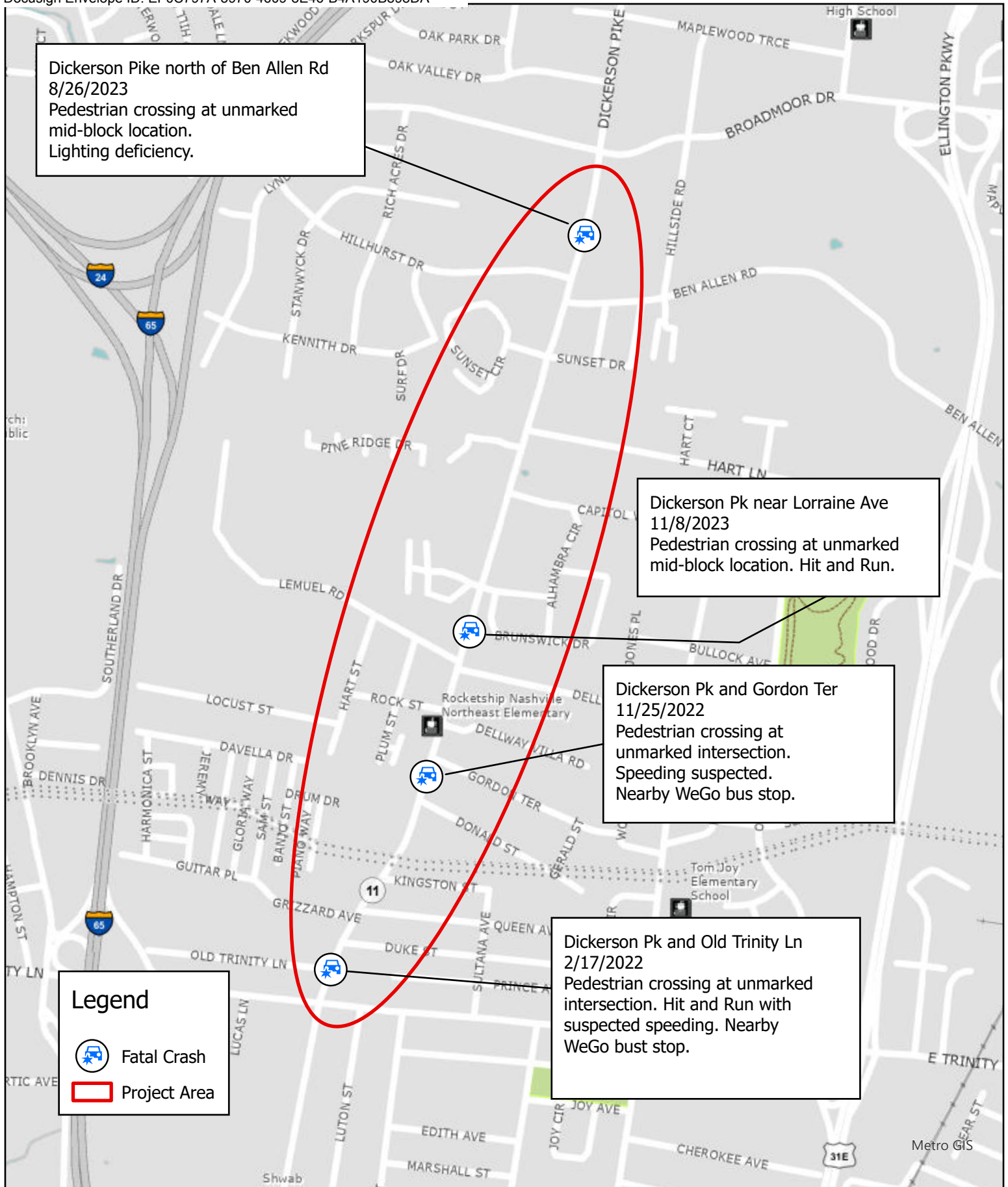
The Dickerson Pike Pedestrian Crossing project is poised to make a significant impact on both economic development and the well-being of economically disadvantaged populations in the community. Dickerson Pike has been one of the most dangerous corridors for pedestrians in Tennessee. By improving pedestrian safety, the project ensures that residents can move around more freely, access local businesses, and participate in economic activities without fear. The addition of enhanced crossings will make it easier for people to walk to work, schools, and other essential destinations. Census data reveals that Dickerson Pike neighbors are more likely to live in poverty, be unemployed, and have lower education levels compared to the rest of Davidson County. The census tracts for the project are transportation disadvantaged. These residents are also twice as likely to live without a car, making walking a crucial mode of transportation for them. The project's focus on pedestrian safety directly benefits economically disadvantaged populations by providing safer routes for those who rely on walking. Additionally, by addressing safety and mobility concerns, distressed communities along the corridor will have better connectivity to economic opportunities beyond their immediate neighborhood.

Applicants are required to include local letters of support with their project application.

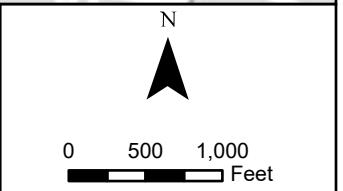
Attach letters of support here:

https://tdot.intelligrants.com/_Upload/17573_1175663-VZACLetterofSupportMMAG.pdf

Attach miscellaneous supporting documentation here:



Dickerson Pike Pedestrian Crossing Improvements









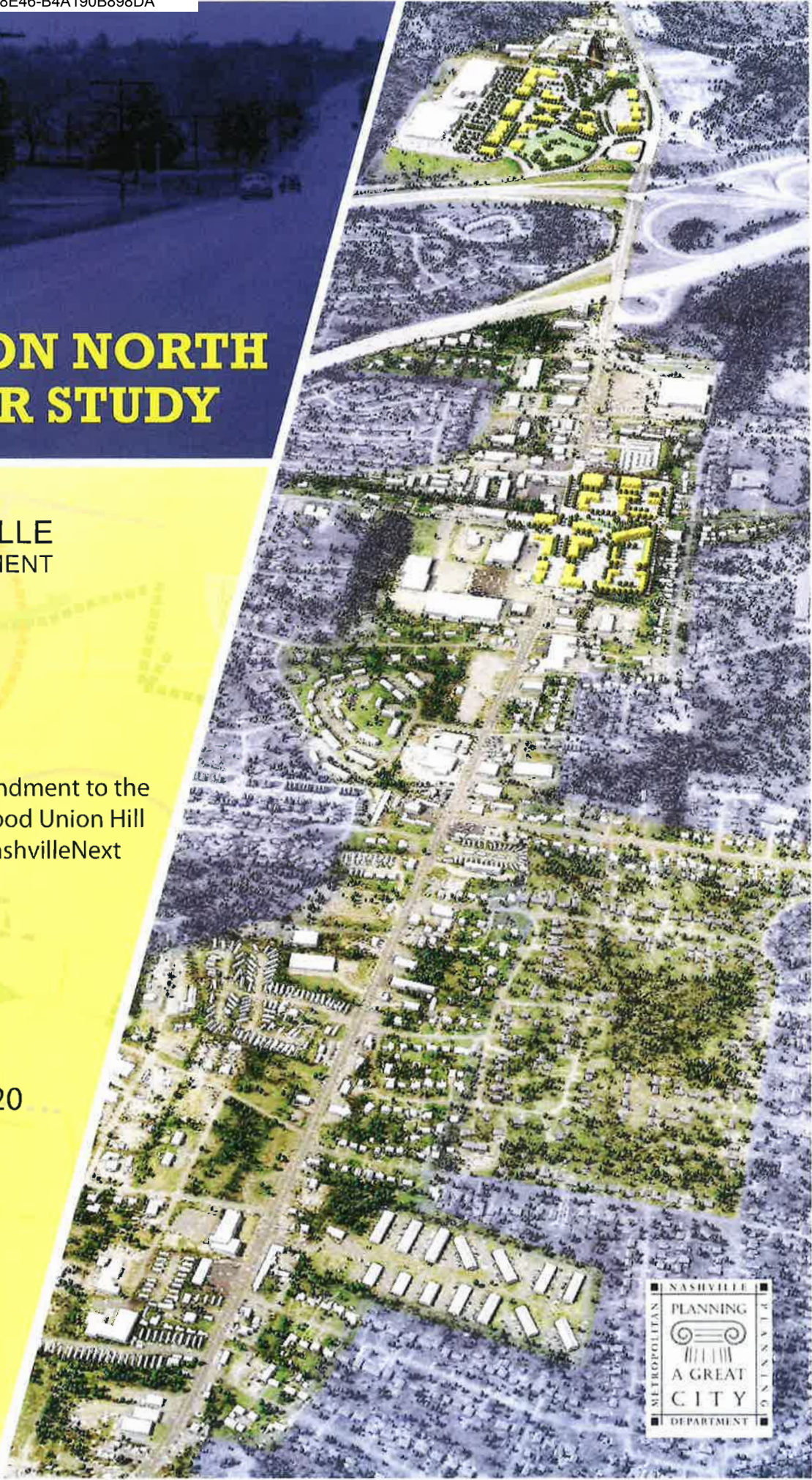
DICKERSON NORTH CORRIDOR STUDY

METRO NASHVILLE
PLANNING DEPARTMENT

A Small Area Plan Amendment to the
East Nashville & Parkwood Union Hill
Community Plans of NashvilleNext

MPC Draft
September 24, 2020

nashville.gov



Mobility Plan

The Mobility Plan shows how neighbors and local businesses are currently, and will in the future, move around the Dickerson North study area. During community engagement, improvements to the area's transportation network have been of primary importance. Common themes related to transportation include:

- Completing the sidewalk network along Dickerson Pike to increase equitable access to local businesses and to improve the frequency and reliability of bus service
- Providing safer crossings for people crossing Dickerson Pike
- Extending existing street stubs and dead ends to connect neighborhoods to greenways and open space
- Establishing parallel connections off the Pike for people to get around by bicycle for transportation and recreation
- Leveraging street beautification resources and activating environmental assets through the creation of open space and greenways to reduce littering and urban blight

In order to address these themes, the following key recommendations of the Mobility Plan are discussed in further detail:

- Multimodal connections and enhancements
- Transit improvements
- Traffic control and access management
- Greenways and multi-use paths

Multimodal Connections and Enhancements

Multimodal transportation describes various transportation modes, such as walking, bicycling, taking the bus, and driving, and the connections between them. These options allow people to get to jobs, services, and other activities. The ability to reach goods, services, activities, and destinations is accessibility. Access typically improves for walking, bicycling, and transit options as major corridors transform to a mix of uses with more density.

Throughout the public engagement process, Planning staff heard repeatedly the clear need for improved infrastructure related to active mobility options. While several neighbors were vocal with regards to having sidewalks along their residential streets, there was clear agreement among all participants involved that having a strong walkable environment along Dickerson Pike and in mixed use centers was paramount to increased access to local businesses, frequent, and reliable WeGo transit service, and social equity for residents who rely on walking for errands and livability.

Shortcomings in the existing inventory of safe spaces for people to walk or bicycle impacts how we interact with one another as well as how we perceive our city. Limited options prevent Nashvillians from having opportunities for places of employment; choosing healthy dining and groceries; deciding which daycares to take their children; and compounding health implications related to access to doctors or from getting exercise. Existing infrastructure shortcomings mean that for Nashvillians working and living within the study area they are required to complete almost all trips by car, further increasing the overall amount of automobiles on our streets, particularly Dickerson Pike itself, given the limited street connectivity between neighborhoods for local trip planning. Similar to other roads throughout Davidson County such as Charlotte and Nolensville Pikes, Nashvillians rely heavily on these roads for all trips; Nashvillians must utilize the pikes for crosstown trips to work as well as local trips to the grocery store.



DICKERSON SOUTH CORRIDOR STUDY

*A Small Area Plan Amendment to the
East Nashville Community Plan
of NashvilleNext*

Adopted
June 13, 2019
February 27, 2020

Planning Department
Metropolitan Government of Nashville and Davidson County

TDOT will likely reconstruct the downtown interstate loop south of Fern Avenue parallel to Dickerson Pike. There is potential to utilize adjacent interstate right-of-way to improve transit service and mobility through this corridor. Balancing commuter through-trips with access to the corridor might be considered with an update to regional mobility plans. In the interim, bus service along Dickerson Pike should continue to be improved with more frequency.

Street grid established west of Dickerson Pike. A connected street grid will support the urban density of office, commercial and residential development envisioned for the area between Dickerson Pike and I-24/I-65. As development occurs, the private sector should consider how to connect and provide mobility options.

Improved crossing locations along Dickerson Pike. As the corridor evolves into a mix of uses supported by people walking along the street, TDOT and Public Works should continue to work on crossing improvements. Private sector development should consider ways to improve crossings as part of future traffic impact studies.

Crosstown transit service along Trinity Lane. New crosstown bus service along Trinity Lane linking Clarksville Pike to Gallatin Pike, identified by *nMotion*, will allow riders to transfer to transit routes at Dickerson Pike and Trinity Lane. Nashville's pikes such as Dickerson Pike, Clarksville Pike, and Gallatin Pike form the backbone of the city's transit network connecting to a downtown hub. The transit hub-and-spoke operations require riders to travel to downtown to transfer to other service along the city's pikes, something the new crosstown routes will address.

Reconstruct gateway to Dickerson Pike. A new roadway design around the interstate interchange with Dickerson Pike, North 1st Street, and Spring Street intersections that facilitates safe walking and bicycling conditions and an enhanced gateway should be considered with TDOT's reconstruction of the downtown interstate loop. Gateway features should celebrate Dickerson Pike's history, preserve the buffaloes which were mentioned as a community identifying feature, and identify arrival into a place where people live and work. The current merging and weaving patterns create inefficient vehicular turning movements. The perception of this area is confusing and hazardous.

Connections across I-24 to River North. Connections across I-24 are identified at two locations. These planned crossings were adopted by Metro Council along with entitlements for the planned River North development— an area bounded on the west by the Cumberland River, south by I-65, east by I-24, north by Jefferson Street.

Greenway along Pages Branch to river. A new greenway alongside Pages Branch, a Cumberland River tributary, will link the corridor to the river and a greenway system. As development occurs, developing a greenway and orienting development to the greenway along Pages Branch will provide additional mobility and recreation options. Specific guidance for developing the greenway is provided below under the heading "Pages Branch Greenway."



VISION



ZERO

SAFE STREETS IN NASHVILLE

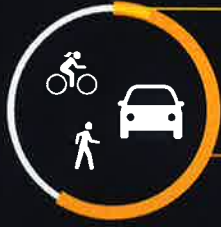
Action Plan

2022-2026

FEBRUARY 2022

NDOT





6%
OF STREETS
account for

59% of all
**FATAL AND
SERIOUS INJURIES**
for all modes



HIGH INJURY NETWORK - ALL MODES

- PRIORITY HIGH INJURY STREETS
- HIGH INJURY STREETS

STREETS IN THE HIGH INJURY NETWORK INCLUDE:

- West Trinity Lane
- Gallatin Pike
- Murfreesboro Pike
- Nolensville Pike
- Harding Place
- Lafayette Street
- Charlotte Ave
- Old Hickory Blvd
- Dickerson Pike



0 2 4 MILES



2%
OF STREETS
account for

60% of all
**FATAL AND SERIOUS
INURIES** for people
walking



PEDESTRIAN HIN

STREETS IN THE PEDESTRIAN HIGH INJURY NETWORK INCLUDE:

- West Trinity Lane
- Murfreesboro Pike
- Lafayette Street
- Nolensville Pike
- Gallatin Pike
- Dickerson Pike
- Harding Place
- Rosa L Parks Blvd
- Main Street
- Old Hickory Blvd



0 1 2 3 4 5 6 MILES

Mayor Freddie O'Connell Executive Order Number 045

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Navigation

The Metropolitan Government of Nashville and Davidson County
Freddie O'Connell, Mayor
Executive Order 45

Subject: Green and Complete Streets Policy

WHEREAS, former Mayor Megan Barry's Amended Executive Order No. 31 issued in 2016 ("Former Order No. 31"), committed the Metropolitan Government to encouraging a safe, reliable, efficient, integrated and connected system of Green and Complete Streets that promotes access, mobility and health for all people, regardless of their age, physical ability, or mode of transportation; and

WHEREAS, Former Order No. 31 made strides to fairly balance the accommodation of all users of the transportation system, including, but not limited to, people who walk, bike, take transit, drive, transport freight, operate emergency vehicles, or own adjacent land; Moreover, the Order addressed environmental quality by encouraging inclusion of green-street elements such as street trees, swales, native plants and grasses, that reduce storm-water runoff, optimize storm-water quality, and enhance natural environments; and

WHEREAS, residents of Metropolitan Nashville have benefitted from Former Order No. 31 and the policies and processes specified therein, namely over 100 miles of sidewalks and over 50 miles of bikeways constructed since 2017; and

WHEREAS, in 2022 the Metropolitan Government adopted Resolution RS2022-1724 approving the Vision Zero Action Plan and Vision Zero Five-Year implementation plan and pledged its support to implementing Vision Zero in Nashville and Davidson County to reduce the number of traffic-related deaths and serious injuries to zero; and

WHEREAS, since issuance of Former Order No. 31, best practices around Complete Streets policies, as offered by national leaders such as Smart Growth America and the National Complete Streets Coalition, have changed significantly, with added emphasis on community engagement, equity, implementation and transparency; and

WHEREAS, the Metropolitan Government has analyzed barriers to implementing Complete Streets in Nashville and incorporated best practices around Complete Streets policies and implementation into a Complete Streets Implementation Guide and associated resources which direct considerations for vulnerable road users and safety and comfort factors for all projects and programs that apply to the transportation network; and

WHEREAS, despite progress initiated by the Green and Complete Streets policy, the need remains great for a safer, more accessible, and better-connected transportation system for all

residents of Nashville and Davidson County, with around 4,500 miles of sidewalks still missing and over 100 roadway fatalities in both 2022 and 2023.

NOW, THEREFORE, I, Freddie O'Connell, Mayor of the Metropolitan Government of Nashville and Davidson County, by virtue of the power and authority vested in me, do hereby find, direct, and order the following:

I. VISION, INTENT, AND GUIDING PRINCIPLES

Vision and Intent

The Metropolitan Government views all transportation improvements as opportunities to foster a vibrant, healthy, equitable, interconnected, accessible, environmentally sustainable, and more livable region where everyone can move about safely, comfortably, and with dignity. Nashville's Green and Complete Streets Policy shall guide the development of a safe, connected, and equitable transportation network that promotes greater mobility for people of all ages and abilities including, but not limited to, people walking, biking, using transit, driving, or using wheelchairs or other mobility devices.

This includes integrating and prioritizing multimodal street improvements such as bicycle boulevards, protected bicycle lanes, high-capacity transit corridors (such as bus rapid transit or streetcar/light rail lines), connected and accessible networks of sidewalks/walking paths, safe and convenient street crossings, and comfortable and inviting streetscapes. Prioritization shall be based on equity considerations such as the location of vulnerable populations, safety factors such as the High Injury Network and High Injury Intersections identified in Vision Zero, and multimodal transportation plans.

The Green and Complete Streets policy shall also enhance access to destinations such as schools, parks, healthy food retail establishments, public transit, and other key locations.

The Green and Complete Streets policy shall incorporate, where applicable, new street trees and green stormwater infrastructure to reduce urban heat islands, water pollution, and flooding, improving sustainability and resilience.

To the extent consistent with applicable law and procedures, the Metropolitan Government shall consistently fund, plan, design, construct, and operate an interconnected transportation network that safely accommodates all anticipated users and transportation modes. Specific attention shall be given to the safety and comfort needs of the most vulnerable individuals on our streets—people walking, biking, taking transit, and using wheelchairs or other mobility devices—while still balancing the needs of those driving private, commercial, freight, and emergency vehicles. To achieve consistency in applying complete streets practice in infrastructure planning and delivery, the Metropolitan Government shall apply the Complete Streets Implementation Guide in scoping, designing, and constructing roadway infrastructure. This policy recognizes that all modes cannot receive the same type of accommodation on every street, but the overall goal is that everyone can safely and comfortably travel throughout the network. To accomplish this goal, the Metropolitan Government will rebalance transportation investments to make walking, biking, public transit, and shared mobility safe, attractive, and

viable travel options in Nashville and Davidson County. The Nashville Department of Transportation and Multimodal Infrastructure (NDOT) will also revise the existing Major and Collector Street Plan to incorporate a layered network that will provide a clear modal hierarchy on every street, with clearer guidance to manage trade-offs and ensuring safe, complete, and connected networks for all modes.

In addition to their transportation function, streets are the largest form of public space in the region. Therefore, in implementing this Policy, the Metropolitan Government intends to enhance the potential of our streets to become healthy, vibrant, and inviting "places to be" with car-free streets, pedestrian-scale lighting, shade trees and landscaping, public art, walkable destinations, street furniture (such as benches, bus shelters, planters, drinking fountains, trash cans, etc.), and other amenities.

Guiding Principles

This Policy is built upon the following six guiding principles and provides a framework for integrating a Green and Complete Streets approach into the plans, policies, decision-making processes, funding priorities, and other everyday practices of NDOT as well as other relevant departments.

1. **SAFETY:** Complete Streets provide a safe travel experience to all and designing Complete Streets is a safety strategy to eliminate preventable traffic fatalities.
2. **ACCESSIBILITY:** Complete Streets serve people of all ages and abilities.
3. **EQUITY, DIVERSITY, AND INCLUSIVITY:** Complete Streets elements are implemented equitably and inclusively throughout the region.
4. **LAND USE:** To the extent permitted by law (where construction of public right of way elements are required of developers), Complete Streets will incorporate context sensitive, flexible design approaches and consider the surrounding community's current and expected land use and transportation needs in an interconnected manner.
5. **ENVIRONMENT AND HEALTH:** Complete Streets support the health and wellbeing of Nashville's residents and environment by enhancing sustainable transportation options, providing opportunities for physical activity through active transportation (such as walking and biking), improving air quality through reduced vehicle emissions, mitigating urban heat island effect, utilizing stormwater runoff and decreasing stormwater pollutants, and maximizing shade trees and vegetation.
6. **ECONOMIC VITALITY:** Complete Streets help spur economic development by supporting business and job creation and fostering a more resilient workforce that has greater access to employment opportunities through improved travel options.

II. COMMITMENT IN ALL PROJECTS AND PHASES

All transportation projects are potential opportunities to make the transportation network safer, as well as more accessible, convenient, affordable, and reliable. Therefore, this Complete Streets Policy, through the Complete Streets Implementation Guide, shall inform decision making throughout all phases of all transportation projects. This includes new construction and reconstruction/retrofit projects as well as maintenance projects and ongoing operations like resurfacing, repaving, restriping, rehabilitation, and signal upgrades, when applicable. Construction and repair work can create a burden especially for people walking, biking, or using wheelchairs or other mobility devices. Therefore, the Metropolitan Government shall require that all public departments and private contractors provide accommodations for people using all modes of transportation to continue to use the street safely and efficiently during any construction or repair work that infringes on the right-of-way, sidewalk, bicycle lanes, transit stops, or accessibility infrastructure such as curb ramps.

III. EQUITY

The Metropolitan Government is committed to advancing transportation equity through the Green and Complete Streets approach by investing in the most underserved communities, involving the people who have historically been excluded from the transportation planning process, and prioritizing projects and roadway designs that serve the most vulnerable users of the transportation network.

There are populations and communities within the region that face higher transportation burdens and experience greater barriers to accessing resources and opportunities, as well as disenfranchised populations and communities that have traditionally been underrepresented in regional planning and decision-making processes. These populations include low-income individuals, people of color, older adults, children, youth, people with disabilities, and people living in households without access to a private automobile.

Each of these groups are either at higher risk of injury or death while walking or biking and/or more likely to walk, bike or use public transit than the population as a whole and, therefore, needs to be considered specifically when improving the transportation environment. To begin to address these inequities, and consistent with applicable law, the Metropolitan Government shall incorporate equity criteria into the project prioritizing process (as outlined in Section IX) and undertake inclusive community engagement plan (as outlined in Section X) to reach our most vulnerable users and underrepresented populations.

IV. CLEAR, ACCOUNTABLE EXCEPTIONS

Exceptions may be appropriate when:

1. An affected roadway prohibits use by specified users (such as a limited-access highway or a pedestrian mall), in which case a greater effort shall be made to accommodate those specified users elsewhere;

2. The activities are ordinary maintenance activities designed to keep assets in serviceable condition (e.g. mowing, cleaning, sweeping, spot repair, or other interim measures);
3. Severe topographic, historical, natural resource, or right-of-way constraints preclude construction of complete street facilities without incurring extreme cost.

Any exception to the Green and Complete Streets Policy, including for eligible private projects, must receive an interdepartmental staff review and approval among the Mayor's Director of Transit and Mobility, the Director of NDOT, the Metropolitan Transit Authority, the Director of Planning, the Director of Metro Water Services, and other Metropolitan Government departments as applicable.

Documentation for proposed exceptions, including supporting information that indicates a basis for the decision, must be made available to the public prior to final approval of an exception, and the public must be afforded the opportunity to offer comment.

The process for pursuing an exception is outlined in the Complete Streets Implementation Guide and associated resources.

V. JURISDICTION

Implementing the Green and Complete Streets Policy is the work of various Metro departments, as well as private partners who manage or fund projects that impact the right-of-way (to the extent permitted by law), the transportation network, and/or the public realm. Therefore, collaborations among multiple departments and other entities are necessary to identify opportunities to incorporate Green and Complete Streets elements and to implement them. To that end, NDOT, the Planning Department, the Metropolitan Transit Authority, Metro Water Services, the Health Department, the Police Department, the Vision Zero Advisory Committee, the Mayor's Bicycle & Pedestrian Advisory Committee, and other applicable departments, boards, commissions, and committees of the Metropolitan Government, shall collaborate among themselves and with Nashville Electric Service and other utility/communications providers on engineering, educational, enforcement, and evaluation activities that support the implementation of the Green and Complete Streets Policy, with the goal of achieving zero traffic-related deaths on Nashville streets.

The Metropolitan Government shall foster partnerships with the State of Tennessee, the Nashville Area MPO, neighboring communities and counties, utility providers, private parties, the Mayor's Bicycle & Pedestrian Advisory Committee, businesses and school districts to develop facilities and agreements that further the Green and Complete Streets policy.

In addition, to the extent possible, the Metropolitan Government shall work closely with relevant entities to incorporate Green and Complete Streets elements into transportation projects that are located within the regional boundaries but are not under the direct control of the Metropolitan Government, such as state-owned roadways.

In some cases, projects that impact the right-of-way are managed and funded by private partners. Therefore, to ensure consistency in the new construction or reconstruction of public

streets, the Metropolitan Government shall, to the extent permitted by law, ensure that private development will comply with this Policy through design and development standards and the Guidelines for Multimodal Transportation Analysis for Site Development authorized by Chapter 17.20.140 of the Metropolitan Nashville Code of Ordinances.

VI. DESIGN SECTION

The Metropolitan Government strives to use the best and latest design standards and guidelines to maximize design flexibility and innovation, and to ensure that design solutions are proactively applied to address the safety and comfort of everyone using regional streets. Therefore, to the extent permitted by applicable law and procedures, the Metropolitan Government will adopt and develop new transportation design resources, including standard details and specifications based upon best practices in urban design or street design. These may include, but are not limited to, the following:

- The *Urban Street Design Guide*, *Transit Street Design Guide*, and *Urban Bikeway Design Guide*, publications of the National Association of City Transportation Officials, hereinafter referred to as “the NACTO Guides”, that have been endorsed by the United States Department of Transportation, the Tennessee Department of Transportation, and NDOT, that provide design guidelines for green and complete street elements.
- Alternate roadway design publications recognized by the Federal Highway Administration under the Bipartisan Infrastructure Law (BIL) and FAST Act.

In addition, the Low Impact Development Stormwater Management Manual of the Metropolitan Government of Nashville and Davidson County, the NACTO Urban Street Stormwater Guide, and/or other applicable documents shall be consulted in regard to sustainable water-quality management solutions.

To the extent permitted by applicable law, the Metropolitan Government shall revise Access 2040 and the Major and Collector Street Plan and other all existing Public Way plans, guides, regulations, engineering specifications and details to ensure they align with a Complete Streets approach as outlined in the Complete Streets Implementation Guide

Nothing in this policy shall preclude the Metropolitan Government from complying with the Manual on Uniform Traffic Control Devices, the Public Right of Way Accessibility Guidelines, or other design guidelines or standards which may be appropriate based on context or required by law.

The Metropolitan Government shall publish online a summary review of these interdepartmental updates or amendments to all Public Way plans, guides, regulations, engineering specifications and details in regard to Green and Complete Streets.

VII. LAND USE AND CONTEXT SENSITIVITY

The Green and Complete Streets approach is not a one-size-fits-all solution and doesn't mean that every street will have exactly the same elements to accommodate all modes of transportation in the same manner. Implementing Green and Complete Streets design elements must be done in a context sensitive manner with respect to the surrounding community, the natural and built environments, demographics, current and future land uses, and transportation needs. In addition to improving safety and mobility, this approach to process and design aims to support a range of goals—such as enhancing scenic, historic, and environmental resources, ensuring access to business, and allowing for roadway designs to be flexible and sensitive to community needs and values—to better balance economic, social, and environmental objectives.

There is an inextricable connection between land use and transportation. Transportation facilities and investments influence development and neighborhood character. In turn, land use and development patterns affect travel behavior and help determine whether walking, biking, and public transportation are appealing and convenient transportation options. Therefore, complementary land use policies and zoning ordinances are needed for effective Complete Streets Policy implementation to occur, for example, to the extent permitted by law, by facilitating the creation of walkable neighborhood destinations as well as higher density, mixed-use, transit-oriented development in appropriate locations (such as along high capacity transit corridors).

To this end:

1. The Metropolitan Government shall continue to support coordination between its various departments to identify opportunities to integrate land use and transportation in plans, policies, and practices.
2. The Metropolitan Government shall review and, in coordination with our development community and applicable law, revise land use policies, plans, zoning ordinances, and/or other relevant documents and procedures to incorporate the vision of the Green and Complete Streets Policy. After a comprehensive review of existing documents, a timeline shall be established for the revisions to be completed.
3. With the update of the Major & Collector Street Plan, the Metropolitan Government shall consider how transportation projects will serve current and future land uses and shall incorporate new street typologies that take into account the adjacent land uses, densities, and local context of the surrounding neighborhoods, as well as natural environments and hydrological characteristics for integration of green stormwater infrastructure.
4. In certain instances, significant public investment in transportation infrastructure can trigger an increase in land values and housing costs. In the planning phases of large-scale

transportation projects, the Metropolitan Government shall ensure collaboration with NDOT to thoroughly consider measures to preserve housing affordability and increase new affordable housing options in order to help meet community needs and mitigate unintended consequences such as involuntary displacement tied to gentrification.

VIII. PERFORMANCE MEASUREMENT, REPORTING, AND ACCOUNTABILITY

The Metropolitan Government shall measure the success of this Green and Complete Streets policy using performance measures selected by the Planning Commission, and as derived from *NashvilleNext* Guiding Principles including measures around equity. This includes identification of barriers to equitable implementation of Green and Complete Streets in priority areas with history of disinvestment or underinvestment, areas with poor health outcomes, and/or an area with diminished access to transportation options, and corresponding solutions. The performance measures and corresponding data shall be annually reported to the public at large via a widely accessible format, such as Nashville.gov and Metro's Open Data Portal.

IX. PROJECT SELECTION CRITERIA

Allocating funding to projects with Complete Streets design elements is key to building a safe and interconnected transportation network. To facilitate this, NDOT shall develop a project prioritization tool based on a point system to prioritize projects that improve safety and increase multimodal level of service for the most vulnerable communities. This tool builds upon and expands the project prioritization tools applied in the WalknBike 2022 Update and 2022 – 2024 Work Plan and the Vision Zero High Injury Network, High Injury Intersections. Any regional or projects already prioritized for funding in the Transportation Improvement Program (TIP) prior to developing the project prioritization tool shall automatically be included in the priority list and shall include as many Complete Streets elements as possible, consistent with applicable law and within the criteria set by the funding source.

The tool shall incorporate various ranking criteria including an analysis of demographic attributes for vulnerable communities, walking/ bicycling/transit demand, network connectivity, existing crashes/fatalities and the Vision Zero High Injury Network and High Injury Intersections, multimodal level of service improvements, and inclusion of Green and Complete Streets elements. The tool shall also incorporate criteria to ensure equitable implementation of this Policy, to help alleviate disparities by prioritizing geographic areas and communities that have had the least investment in Complete Streets infrastructure. Additionally, the tool shall further prioritize projects with Complete Streets elements in neighborhoods where residents disproportionately rely on low-cost mobility options and shall, at a minimum, consistent with applicable law, include criteria to direct investment to neighborhoods with higher concentrations of low-income individuals, people of color, and households without access to a private automobile. The tool shall also include additional equity-

focused criteria to prioritize projects that directly benefit other vulnerable users of the transportation system such as children, older adults, and people with disabilities. Health impact assessments may also be utilized during the project decision-making processes as a way to evaluate the health effects of proposed projects and to promote health equity.

X. IMPLEMENTATION STEPS

The Metropolitan Government shall view Green and Complete Streets as integral to everyday decision-making practices and processes. To this end:

1. All departments, agencies, or committees will review and modify current standards, to the extent consistent with law, including but not limited to internal policies, land use policies, zoning codes and ordinances, to ensure they effectively implement Green and Complete Streets principles by December 31, 2024; and to the extent permitted by law, such groups shall incorporate Green and Complete Streets principles into all future planning documents, manuals, design standards, zoning ordinances, checklists, decision-trees, rules, regulations, programs, and other appropriate endeavors. To the extent permitted by law, new or revised plans, policies and standards should state how they support Green and Complete Streets.
2. Review and revise street design standards currently used in the planning, designing, and implementation phases of transportation projects, in a manner consistent with applicable law, to ensure that they reflect the best available design guidelines for effectively implementing Complete Streets facilities. Draft and publish updated transportation standard details and drawings, pulling from nationally recognized best practices by July 31, 2024.
3. The Metropolitan Government shall offer training opportunities at least once per fiscal year to boost staff capacity in Green and Complete Streets Policy implementation. Trainings can focus on Green and Complete Streets design and implementation, community engagement, equity, smart technology, or other relevant topics. The Metropolitan Government shall also encourage and facilitate professional development in the Green and Complete Streets approach by sending staff to national conferences or other trainings. The Vision Zero Advisory Committee and the Mayor's Bicycle & Pedestrian Advisory Committee members shall be included in these trainings, as appropriate. The general public may also be included in these trainings, whenever feasible.

4. Identify performance targets and select performance measures as outlined in Section VIII by July 31, 2024.
5. Develop a project prioritization tool as outlined in Section IX and develop and adopt other tools associated with the Complete Streets Implementation Guide, such as a Project Charter, Complete Streets Checklist, Project Development Manual, Plan Review Checklist, Design Exception Form, and other resources as necessary to help guide project implementation by July 31, 2024.
6. Identify ways to improve other Metro practices to better align with the vision and intent of the Complete Streets Policy and changing trends in the industry, including smart technologies, parking regulations, and guidelines for transportation impact studies that include multimodal metrics (such as multimodal level of service analysis and multimodal/urban trip generation methods). This step shall build upon and expand the updates included in the Multimodal Transportation Analysis Guidelines.
7. Proactively implement automobile speed-management strategies—such as roadway right-sizing, striping narrower lanes, narrowing turn radii, and adding traffic-calming/green stormwater infrastructure features like speed tables, neighborhood traffic circles, curb extensions, diverters, and chicanes—during planned maintenance and operations as well as retrofitting projects.
8. Support materials, staffing, and other resources needed for new "tactical urbanism" installations, aligned with NDOT's Tactical Urbanism Guidelines, utilizing temporary materials—like paint, planters, and portable street furnishings—for a variety of Complete Streets enhancements (such as protected bike lanes, traffic calming and management features, plazas, parklets, and intersection safety improvements), to test out ideas, implement pilot projects, and gather community input more quickly.
9. Develop a plan for accommodating each mode of transportation at a network or system level as a part of an update to Access 2040 and the Major and Collector Street Plan. This Multimodal Mobility Master Plan(3MP) will integrate WalkNBike, nMotion, and new guidance for street trees, green stormwater infrastructure, freight traffic and curbside management. It will also include an updated classification system and new street

typologies to provide a multi-modal emphasis and a context-sensitive approach in the way streets are classified and designed.

10. Create an Equitable Engagement Plan to ensure robust, meaningful, and inclusive community engagement, with a particular emphasis on engaging communities that have traditionally been underrepresented in planning and decision-making processes. The plan shall include specific strategies for overcoming barriers to engagement associated with race/ethnicity, income, age, disability, English language proficiency, vehicle access, and other factors linked to historic disenfranchisement.
11. To the extent consistent with applicable law and procedures, the Metropolitan Government shall identify sources of funding for street improvements and maintenance programs and recommend potential budgetary improvements to support and maintain Green and Complete Streets projects.

Ordered, Effective and Issued: January 17, 2024

Freddie O'Connell

Metropolitan County Mayor

Related Tags

[**Metropolitan Clerk's Office**](#)

[**Mayor Executive Orders \(Metro Clerk\)**](#)



BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

Agenda

**July 15, 2024
5:00 PM to 6:30 PM**

**Howard Office Building Sonny West Auditorium
700 2nd Avenue South, Nashville, TN 37210**

Committee Overview

This 13-member group serves to increase collaboration between the Metro Government of Nashville and Davidson County to ensure a commitment to increasing safety and the use of bicycle, micro mobility devices, and pedestrian travel as significant and beneficial modes of transportation and recreation.

Notice to Public

Agendas are posted online before each meeting at:
<https://www.nashville.gov/departments/transportation/boards/bpac>

Speaking to the Committee

Anyone can speak before the committee during a public hearing. An NDOT staff member presents each item, followed by public comment period, then committee discussion. Community members are asked to speak for two minutes each, at the discretion of the chair, and direct their comments to the committee.



- AGENDA -

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

- 1) Call to Order**
- 2) Roll Call**
- 3) Public Comments**
 - The public is invited to speak regarding any issue. Members of the public testifying are asked to limit testimony to three minutes.
 - Time Allocated: Per Chair
- 4) Staff Report**
 - *Dickerson Pike Pedestrian Improvements MMAG Grant*
 - Action: Informational/Letter of Support
 - Allocated Time: 10 minutes
- 5) Vision Zero Action and Implementation Plan**
 - NDOT Staff will present/discuss
 - Action: Informational
 - Allocated Time: 60 minutes
- 6) Bylaws, Procedures, and Meeting Scheduling Amendments**
 - Chair will initiate discussion
 - Action: Vote
 - Allocated Time: 5 minutes
- 7) Adjourn**



***NASHVILLE DEPARTMENT of TRANSPORTATION
& MULTIMODAL INFRASTRUCTURE***

VISION ZERO ADVISORY COMMITTEE

Agenda

July 9, 2024

5:00 PM to 7:00 PM

**Sonny West Conference Center, Howard Office Bldg
700 2nd Ave S, Nashville, TN 37210**

Committee Overview

This 15-member group serves to increase collaboration and ensures effective implementation of Nashville's Vision Zero plan. The committee meets in-person monthly and acts as a guide to assist NDOT and others in eliminating fatal and serious injury crashes in Nashville.

Notice to Public

Agendas are posted online before each meeting at

<https://www.nashville.gov/departments/transportation/plans-and-programs/vision-zero/advisory-committee>

Speaking to the Committee

Anyone can speak before the committee during a public hearing. An NDOT staff member presents each item, followed by public comment period, then committee discussion. Community members are asked to speak for two minutes each, at the discretion of the chair, and direct their comments to the committee.



- AGENDA -
VISION ZERO ADVISORY COMMITTEE

- 1) Call to Order**
- 2) Roll Call**
- 3) Approval of Minutes for March and April Meetings**
- 4) Public Comments**
 - The public is invited to speak regarding any issue. Members of the public testifying are asked to limit testimony to three minutes.
 - Time Allocated: Per Chair
- 5) Fatal Crash Statistics Update**
 - High level update on fatal crash data since previous meeting.
 - Action: Informational
 - Allocated Time: 15 minutes
- 6) Communications**
 - **Reports from Vision Zero Advisory Committee Members and Subcommittees**
 - Allocated Time: Per Chair



- AGENDA -

VISION ZERO ADVISORY COMMITTEE

- (i) New Member Subcommittee**
- (ii) Revision of Bylaws**
- (i) Planning and Engineering Subcommittee**
- (ii) Fatal Crash Investigation Subcommittee**
- (iii) Strategic Planning Subcommittee**

7) Items to be Considered

- a) Discussion on Chose How You Move**
 - Staff will present
 - Action: Informational
 - Allocated Time: 30 minutes
- b) Major and Collector Street Plan**
 - NDOT staff will present
 - Action: Informational
 - Allocated Time: 20 minutes
- c) Dickerson Pike Pedestrian Improvements Grant Application**
 - NDOT staff will discuss
 - Action: Letter of Support
 - Allocated Time: 5 minutes

8) New Discussion

- Opportunity for committee members to bring up new items to be considered.
- Allocated Time: 5 minutes

9) Adjournment

NASHVILLE VISION ZERO ADVISORY COMMITTEE
Peter C. Robison, Chair

July 11, 2024

Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
Nashville TN 37243

Subject: Letter of Support for Dickerson Pike Pedestrian Crossing Improvements

Dear Sir or Madam:

I currently serve as the Chair of the Nashville Vision Zero Advisory Committee, and on behalf of the entire Committee, I write to express our support for the Dickerson Pike Pedestrian Crossing Improvements project, which is part of the Nashville Department of Transportation and Multimodal Infrastructure (NDOT) grant application through the Multimodal Access Grant Program.

In our mission to reduce road deaths down to zero, it is often our unpleasant task to review instances of road fatalities across Nashville and Davidson County, and Dickerson Pike has seen a disproportionate number of injuries and fatalities, particularly among pedestrians and at pedestrian crossings. Since 2020, there have been 261 personal injury crashes along this segment, resulting in injuries ranging from suspected minor injuries to fatalities. Of these, 36 crashes involved pedestrians. Most pedestrian-involved crashes occurred at mid-block locations, showcasing the need for mid-block crossing improvements.

We repeatedly see that a lack of high-visibility crosswalks, pedestrian lighting, and pavement markings are significant factors in the injuries and fatalities we study. The proposed improvements on Dickerson Pike will address those dangerous factors, as well as provide safer connections and access for the increasing number of travelers on the busy WeGo Route 23 that serves the corridor.

Dickerson Pike has continued to see significant urban development, with new housing, mixed-use projects, businesses, and other development continuing along the corridor, with more planned in the future. This is not just a route people travel through, but a place where an increasing number of Nashvillians live and work, and they deserve a place where they can make trips to school, work, or the grocery store without fearing for their safety.

In our work with Vision Zero, we have repeatedly found that safe infrastructure is the number one thing cities can do to improve safety for everyone on the road. Investing in the Dickerson Pike Pedestrian Crossing Improvements project will make a real and meaningful safety change, and on behalf of the Nashville Vision Zero Advisory Committee, I urge you to support this grant application to create a safer and more accessible environment for all residents and visitors.

Sincerely yours,

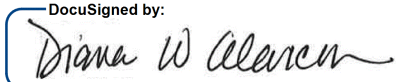
A handwritten signature in black ink, appearing to read "Peter C. Robison". The signature is fluid and cursive, with a long horizontal stroke at the end.

Peter C. Robison
Nashville Vision Zero Advisory Committee

APPLICATION FOR Multimodal Access Grant

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:



AC74F1CC700F4DA...
Diana W. Alarcon, Director
Nashville Department of Transportation
and Multimodal Infrastructure

7/12/2024

Date



NOTICE OF INTENT TO APPLY: 2024 MULTIMODAL ACCESS GRANT DUE MONDAY, MAY 13, 2024

Please read the 2024 MMAG Instructions & Guidance prior to completing this NOI

Applicant Information

City/County	Metropolitan Government of Nashville and Davidson County		
Economic Status	Is the proposed project located in a distressed or at-risk county? No		
Contact Information	Name:	Casey Hopkins	
	Title:	Policy Manager	
	E-mail:	casey.hopkins@nashville.gov	
	Phone:	615-880-1676	
Carbon Copy <small>Please identify anyone to be copied on NOI-related correspondence</small>	Name:	Piro Meleby	E-mail: piro.meleby@nashville.gov
		Derek Hagerty	derek.hagerty@nashville.gov
		Marty Sewell	marty.sewell@nashville.gov

Project Scope

Scope of Improvement <small>Mark all that apply</small>	<input checked="" type="checkbox"/> Construct new multimodal facilities
	<input type="checkbox"/> Reconstruct/upgrade existing multimodal facilities
	<input type="checkbox"/> Rehabilitate/maintain existing multimodal facilities
Improvement Type <small>Mark all that apply</small>	<input type="checkbox"/> Sidewalks
	<input checked="" type="checkbox"/> Pedestrian crossing improvements, including high-visibility crosswalks, curb ramps, signs & pavement markings, signalization, and median refuge islands
	<input type="checkbox"/> Bicycle facilities (including on-road bike lanes/cycle tracks)
	<input type="checkbox"/> Multi-use paths (pedestrian plus bicycle traffic)
	<input checked="" type="checkbox"/> Transit stop amenities (shelters, benches, sidewalks, curb ramps, lighting)
	<input checked="" type="checkbox"/> Complete streets, road diet, or traffic calming measures
	<input checked="" type="checkbox"/> Bicycle, pedestrian, or transit-related improvements that address requirements of the Americans with Disabilities Act (ADA)
	<input checked="" type="checkbox"/> Pedestrian-scale lighting
<input type="checkbox"/> Other: _____	

Project Location

Project Title	Dickerson Pike Pedestrian Crossing Improvements	
State Route	US 31/SR 11	
Termini	SR11 from E Trinity Lane to Homestead Road	
Project Coordination	Does the project overlap with any current TDOT projects?	Yes
	If yes, please give TDOT PIN(s) or other details(s):	PIN 125526.06, Complete Streets Plan between Ewing Dr & E Trinity Ln
	How much of the proposed project will be along a state route?	90-100%

Project Map

Applicants are required to submit an annotated aerial map(s) of the project location, including notation showing any potential phasing, with the Notice of Intent to Apply. Please either merge a map to this PDF document before submission, or submit this map as a secondary attachment in your submission to TDOT.MultimodalPlanning@tn.gov

Project Description



NOTICE OF INTENT TO APPLY: 2024 MULTIMODAL ACCESS GRANT DUE MONDAY, MAY 13, 2024

Purpose and Need

Project Description <i>Please describe the intent of the proposed project</i>	This project aims to implement pedestrian safety improvements at locations where serious injury or fatal crashes have occurred. Safe crossing infrastructure improvements include installing high-visibility crosswalks, curb ramps, signs & pavement markings, pedestrian hybrid beacons and median islands. Lighting improvements include the installation of new fixtures of pedestrian scale lighting to improve visibility. Additionally, the project will consider improvements to bus stops for better access including shelters, benches, curb ramps and lighting. Radar feedback signs will also be considered for traffic calming along the project scope.
Connectivity Need <i>Please identify trip generators or multimodal infrastructure connected by the project</i>	This section of SR 11/US 31 is five-lane with a center two-way left turn lane. There are mixed uses including auto-oriented suburban strip malls, fast-food drive-through restaurants, and motels. Several tire and auto repair shops front the corridor with a number of mobile home parks and apartments located both on and off SR 11 providing affordable housing for the area. There are several grocery and convenience stores on the corridor as well as schools and new residential development. While most of these trip generators are auto-oriented, there is significant pedestrian traffic from walking and motoring to access these destinations. WeGo Route 23 serves this corridor with several bus stops lacking amenities as well as crosswalks for riders to safely cross the road.
Safety Need <i>Please list any known safety needs within the proposed project area</i>	Since 2020, there have been 261 non property-damage only crashes with the injury status ranging from suspected minor injury to fatal injury. Of these, 36 crashes involved pedestrians: 3 with possible injury, 11 with suspected minor injury, 10 suspected serious injury and 12 fatal injuries. The majority of the pedestrian-involved crashes occurred at mid-block locations which highlights a need for improvements to mid-block crossings as well as lighting upgrades. The 85th percentile speed along this segment is 40 MPH, equaling the posted speed limit meaning 15% of drivers go over the posted speed limit, thus bringing about a need for traffic calming.
Prior Planning <i>Please list any planning documents that describe a need for the project</i>	Pursuant to Metro Nashville's Vision Zero goals, NDOT conducts site visits to locations of fatal and life-threatening crashes to determine short-term and long-term recommendations to lower the chances of crash recurrence. This is in line with the NDOT Vision Zero Action Plan and the Vision Zero Implementation Plan. The site visits focus on crashes involving multi-modal users who are more vulnerable on the road, and NDOT identifies opportunities for overall improvements for the safety of all users, some of which have been identified in the Dickerson North Corridor Study.

Scope Considerations

Engineering / ROW Considerations <i>Please mark all elements that may be included in the final project scope</i>	<input type="checkbox"/> Impact to existing bridge/structure <input type="checkbox"/> Modification of existing roadway/lane configuration <input type="checkbox"/> Construction of bicycle or pedestrian bridge <input type="checkbox"/> Impact to a rail line <input type="checkbox"/> Modification of adjacent slopes, drainage, or buildings <input type="checkbox"/> Right of Way Acquisition <input type="checkbox"/> Utility Relocation <input type="checkbox"/> Utilities to be moved, such as power poles or stormwater drainage, are in the public ROW <input type="checkbox"/> If so, does the community have an urban revitalization plan that describes a need to move the utility?
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Multimodal Access Grant History

Award History	Does the applicant have any active MMAG, CMAQ, or TAP projects awarded since 2014?	Yes
Project Status <i>If yes, what is the status of the open project(s)?</i>	PIN - 128602.00 - Design PIN - 132612.00 - Implementation PIN - 134352.00 - NEPA PIN - 130753.00 - Construction PIN - 130748.00 - Implementation	

Americans with Disabilities Act (ADA)

ADA Transition Plan <i>If your community employs more than 50 people full or part-time, please check if you have:</i>	<input checked="" type="checkbox"/> Completed an ADA self-evaluation <input checked="" type="checkbox"/> Named an ADA coordinator <input checked="" type="checkbox"/> Developed a publicly available ADA grievance procedure <input checked="" type="checkbox"/> Developed a publicly available ADA Transition Plan
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Unresolved or Outstanding Payments

To be considered for an award, local agencies must be current on any payments owed to TDOT. Upon review of this Notice of Intent to Apply, TDOT staff will reach out to make payment arrangements as needed. Local agencies with unresolved, unpaid balances owed to TDOT will be ineligible to submit full applications.

Preliminary Data Collection


Certificate Of Completion

Envelope Id: EF0C797A597046098E46B4A190B898DA	Status: Completed
Subject: Complete with DocuSign: NDOT-Multimodal Access Grant 25-29 App Ready.pdf	
Source Envelope:	
Document Pages: 60	Signatures: 4
Certificate Pages: 16	Initials: 3
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Juanita Paulson
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Juanita.Paulsen@nashville.gov
	IP Address: 170.190.198.185


Record Tracking

Status: Original	Holder: Juanita Paulson	Location: DocuSign
7/15/2024 12:02:14 PM	Juanita.Paulsen@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign


Signer Events

Signer Events	Signature	Timestamp
Alla Cross		Sent: 7/15/2024 12:08:14 PM
Alla.Cross@nashville.gov		Resent: 7/15/2024 1:00:59 PM
Security Level: Email, Account Authentication (None)		Resent: 7/15/2024 2:28:01 PM
		Viewed: 7/15/2024 2:30:37 PM
		Signed: 7/15/2024 2:30:44 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	


Electronic Record and Signature Disclosure:
 Accepted: 7/15/2024 2:30:37 PM
 ID: 01abec17-1707-4a40-bf9b-7af8bd215e5c

Aaron Pratt		Sent: 7/15/2024 2:30:46 PM
Aaron.Pratt@nashville.gov		Viewed: 7/15/2024 2:41:55 PM
Security Level: Email, Account Authentication (None)		Signed: 7/15/2024 2:42:08 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
 Accepted: 7/15/2024 2:41:55 PM
 ID: bc0043ce-4115-4b2b-be3e-2fd294477db0


Kevin Crumbo/mal		Sent: 7/15/2024 2:42:11 PM
Michelle.Lane@nashville.gov		Viewed: 7/15/2024 3:39:05 PM
Deputy Director of Finance		Signed: 7/15/2024 3:39:12 PM
Metro		
Security Level: Email, Account Authentication (None)		
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.190	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign


Balogun Cobb		Sent: 7/15/2024 3:39:14 PM
balogun.cobb@nashville.gov		Viewed: 7/15/2024 3:41:56 PM
Security Level: Email, Account Authentication (None)		Signed: 7/15/2024 3:42:03 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 107.119.65.131	
	Signed using mobile	

Electronic Record and Signature Disclosure:


Signer Events	Signature	Timestamp
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Accepted: 7/15/2024 3:41:56 PM ID: 256f7eaa-d396-4cb1-bee3-e14123a98798 Courtney Mohan Courtney.Mohan@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 99.83.46.149 Signed using mobile	Sent: 7/15/2024 3:42:06 PM Viewed: 7/15/2024 4:08:01 PM Signed: 7/15/2024 4:10:12 PM
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Electronic Record and Signature Disclosure:
Accepted: 7/15/2024 4:08:01 PM
ID: f75189da-3cab-420a-9954-4b2e19c24c8d

Kristin Wilson Kristin.Wilson@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 7/15/2024 4:10:14 PM Viewed: 7/15/2024 4:14:14 PM Signed: 7/15/2024 4:14:30 PM
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Electronic Record and Signature Disclosure:
Accepted: 7/15/2024 4:14:14 PM
ID: 572ee756-ae43-4d50-96f5-06ed5afe67de

Freddie O'Connell:mpw@nashville.gov mpw@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 7/15/2024 4:14:33 PM Viewed: 7/15/2024 4:15:49 PM Signed: 7/15/2024 4:15:59 PM
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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Casey Hopkins Casey.Hopkins@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 7/15/2024 4:16:01 PM Viewed: 7/15/2024 4:16:35 PM
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Electronic Record and Signature Disclosure:
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ID: 39f301ce-5e13-4be3-9e59-b1e10e802fde

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2024 12:08:14 PM
Envelope Updated	Security Checked	7/15/2024 2:28:00 PM
Envelope Updated	Security Checked	7/15/2024 2:28:00 PM
Certified Delivered	Security Checked	7/15/2024 4:15:49 PM
Signing Complete	Security Checked	7/15/2024 4:15:59 PM
Completed	Security Checked	7/15/2024 4:16:01 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

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During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

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5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

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