



**NOTICE OF PUBLIC MEETING**

**Tuesday, October 12, 2021**

**City Council Chambers**

**680 Park Avenue**

**Idaho Falls, ID 83402**

**3:00 p.m.**

*The public is invited to observe City Council Work Sessions. However, to observe appropriate social distancing guidelines, as recommended by the Centers for Disease Control and Prevention (CDC), seating in the Council Chambers has been limited. Seats will be available on a first-come, first-serve basis. The public also may view this meeting via livestream on the City's website at <https://www.idahofallsidaho.gov/429/Live-Stream>. The agenda does not include an opportunity for public interaction.*

*This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will accommodate your needs.*

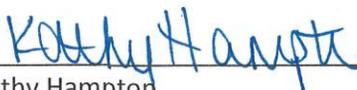
**CITY COUNCIL WORK SESSION**

*Times listed in parentheses are only estimates.*

**Call to Order and Roll Call**

- Mayor:
  - Acceptance and/or Receipt of Minutes  
*Action Desired:* To receive recommendations from the Planning and Zoning Commission
  - Calendars, Announcements, Reports, and Updates (15)
  
- Council:
  - Liaison Reports and Councilmember Concerns (10)
  
- Parks and Recreation, Municipal Services:
  - Update: Aquatic Center Humidification Replacement Project (30)
  
- Public Works:
  - Status Report and Discussion: Greater Idaho Falls Transit (GIFT) (30)
  
- Idaho Falls School District 91 Superintendent Dr. James Shank:
  - Guest Presentation: State of the District—discussion of student achievement, financial status, facilities planning, and Q&A (45)
  
- Executive Session:
  - The Executive Session is being called pursuant to the provisions of Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency.

DATED this 8<sup>th</sup> day of October, 2021

  
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 Kathy Hampton  
 City Clerk



## MEMORANDUM

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**TO:** Honorable Mayor and Council

**FROM:** Brad Cramer, Community Development Services Director

**DATE:** October 6, 2021

**RE:** October 5, 2021, Planning Commission Action

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Planning Commission took the following action during the October 5, 2021, meeting.

1. **RZON21-016: REZONE. Rezone from LM, Light Manufacturing and Heavy Commercial to R3, Multiple Dwelling Residential of 4.997 acres, Lot 1, Block 1, AL-SID.** Generally located north of Sunnyside Road, east of McNeil Dr, south of W 25th St, west of Rollandet Ave. On October 5, 2021, the Planning and Zoning Commission unanimously voted to deny the rezone from LM to R3 to the Mayor and City Council.
2. **ANNX21-014: ANNEXATION/INITIAL ZONING. Annexation and Initial Zoning of R1 for 11.606 acres for the South ½ of the Southeast ¼ of Section 31, Township 2 North, Range 38 East.** Generally located north of E 49th S, east of S 5th W, south of Castlerock Ln, west of S Holmes Ave. On October 5, 2021, the Planning and Zoning Commission unanimously voted to recommend approval of the annexation and initial zoning of R1 to the Mayor and City Council as presented.

**RECOMMENDED COUNCIL ACTION:** To receive recommendation(s) from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act (LLUPA).

# Public Works: Greater Idaho Falls Transit (GIFT)

**Agreement Number:**  
**MEMORANDUM OF AGREEMENT**  
**Between**  
**THE IDAHO TRANSPORTATION DEPARTMENT**  
**And**  
**CITY OF IDAHO FALLS**  
**And**  
**BONNEVILLE METROPOLITAN PLANNING ORGANIZATION**  
**And**  
**TARGHEE REGIONAL PUBLIC TRANSPORTATION AUTHORITY**

**PURPOSE:**

This Memorandum of Agreement (MOA) establishes the roles and responsibilities for the Greater Idaho Falls Transit Service (GIFT) pilot project, herein identified as GIFT Pilot Project (the “Project”), between the Idaho Transportation Department (ITD), having offices at 3311 W. State Street, Boise, ID 83703, The City of Idaho Falls, whose address is 308 Constitution Way, Idaho Falls, ID 83402, the Bonneville Metropolitan Planning Organization (BMPO) whose address is 545 Shoup Ave. #257, Idaho Falls, ID 83402, and the Targhee Regional Public Transportation Authority (TRPTA) whose address is 1810 W Broadway St. Idaho Falls, Idaho 83402. Each party may be referred to, individually, hereinafter as a “Party,” or, collectively, hereinafter, as “Parties.”

The Project objectives, tasks, deliverables, schedule and budget are included in the Scope of Project (Exhibit A), incorporated in this MOA by reference. In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This MOA
2. Scope of Project (Exhibit A)

**AUTHORITY:**

Authority for this MOA is pursuant to all applicable Idaho laws, including but not limited to Idaho Code Sections 67-2326 through 67-2333 and 67-2339, respectively. All parties to this MOA acknowledge and confirm they have proper authority to execute this MOA pursuant to applicable State law of their respective institutions.

**RESPONSIBILITIES AND PROCEDURES:**

**The parties to this MOA agree as follows:**

This MOA establishes a partnership between all parties in the implementation and operation of the Project. While some of the responsibilities listed below will require contribution from all parties, the roles and responsibilities listed will identify the primary party responsible, and the party with ultimate decision-making ability.

As the project will be funded with FTA Section 5307 Coronavirus Aid, Relief, and Economic Security (CARES) Act funds, ITD and the City of Idaho Falls will remain the ONLY parties with fiscal responsibility throughout the duration of this Project.

ITD will apply for, and program the FTA Section 5307 CARES Act grant award.

City of Idaho Falls will hire, and employ a Transit Coordinator responsible for the direct oversight and management of the contract for transit services. All personnel decisions, including interviewing and hiring, will be made considering the recommendations of all Parties and must be mutually agreed upon by both the City of Idaho Falls and ITD.

City of Idaho Falls will solicit an RFP for a “turnkey” transit service contract.

BMPO will assist in the selection and training of the Transit Coordinator. BMPO will also provide guidance and administrative support to all parties in the implementation and execution of the Project.

ITD will remain the direct recipient of the FTA 5307 CARES Act funds, and provide appropriate support and oversight.

City of Idaho Falls will manage the awarded transit service contract and incur all applicable expenses associated with the contract. The 5307 CARES Act grant award will be disbursed to the City of Idaho Falls on an expense reimbursement basis. These funds have a 100% federal rate.

The City of Idaho Falls Transit Coordinator will be responsible for seeking out and establishing public-private partnerships to establish a foundation for fiscal sustainability of the project past the pilot period.

The TRPTA Board will act in an advisory capacity and will be granted monthly updates about the project by all parties throughout the first year of implementation. After the first year, updates will be required quarterly.

The TRPTA Board will convene public hearings regarding transit, as required under federal transit law.

The TRPTA Board will consider and advise on matters such as fares, performance measures, and other customer-facing policies surrounding the project.

The TRPTA Board will be the entity to which customer service complaints and claims are elevated in the event that they are not resolved by vendor or City of Idaho Falls staff.

## **PROJECT COST:**

The total Project costs will not exceed the allocation of Section 5307 CARES Act funds for the Idaho Falls Urbanized area of \$4,191,157. ITD will reimburse the City of Idaho Falls for actual costs associated with managing the transit service contract, in accordance with provisions in the funding agreement entered by ITD and the City of Idaho Falls.

## **EFFECTIVE DATE:**

This Project will encompass a twenty-four (24) month period, beginning on the FTA award date of funds and execution of this MOA. The Parties may elect to enter into a new written agreement or a separate amendment of this Project Schedule in accordance with the remaining terms and conditions of this MOA to account for any work performed on the project after the twenty-four (24) month period.

## **DOCUMENT STORAGE, PRESERVATION AND RETRIEVAL:**

All documents, data, files, posts, training materials, manuals and courseware, etc. pertaining to the project shall be stored and preserved by all Parties for a period of at least three (3) years following completion of the Project.

## **MISCELLANEOUS PROVISIONS:**

### **A. Changes in Responsibilities**

ITD's Project Manager must provide written order or written approval for all and any changes in responsibilities noted in this MOA. All Parties shall reach a mutual agreement by negotiation to any and all adjustments in responsibilities. During such negotiations, ITD may examine all documents, data, files, posts, training materials, manuals and courseware, etc. pertaining to the Project, possessed by any of the Parties engaged in the operations or management of the Project.

Said mutual agreement for a negotiated adjustment to responsibilities shall be determined prior to any adjustments taking place. In the event that a mutual agreement is not reached, the terms of this MOA will remain throughout the duration of the Project.

### **B. Disputes**

Should any disputes arise with respect to the MOA, all Parties agree to act immediately to resolve such dispute. All Parties agree that despite the existence of the dispute, they will continue, without delay, to carry out all responsibilities noted in this the MOA until a resolution is achieved. Any additional costs incurred by any Party as a result of such failure to proceed, will be borne by the responsible Party.

### **C. Intellectual Property**

ITD reserves a non-assignable, royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for ITD purposes for the indefinite future with no further payment or obligation to any Party the following:

- a. Copyrighted materials produced as a result of any work performed under this MOA; and

- b. Any rights of copyright to which ITD purchases ownership with federal financial assistance provided by this MOA; and
- c. All right, title and interest in data pertaining to the Project, are ITD's sole and exclusive property and are protected from unauthorized use, copying and distribution by U.S. and international laws, regulations and international treaties.

#### **D. Limitations**

Nothing in this MOA between all Parties shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring any entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOA is subject to the laws and regulations of the state of Idaho, and the laws and regulations of the United States.

Nothing in this MOA shall be construed as expanding the liability of any party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

#### **E. No Waiver of Sovereign Immunity**

In the event of dispute or litigation, each party is responsible for its own defense. Nothing herein shall be deemed to constitute a waiver of any privilege, immunity, protection or defense afforded to any party, as entities of the state of Idaho. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The Parties agree that any ambiguity in this MOA shall not be strictly construed, either against or for either Party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

#### **F. Legal Compliance**

All Parties at all times, shall observe and comply with all federal, state and local laws and policies, bylaws, safety laws, and any and all codes, ordinances and regulations affecting the pilot project in any manner.

#### **G. Subletting**

The responsibilities to be performed under this MOA shall not be assigned, sublet or transferred except by written consent of ITD. Written consent to sublet, transfer or assign any portions of the responsibilities shall not be construed to relieve any Party of any responsibility for the fulfillment of this MOA or any portion thereof.

#### **H. Amendments**

Amendments to this MOA shall become effective upon mutual agreement and written approval by the Director of ITD, or delegate, and the signing authority of MSU.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this MOA first written above.

STATE OF IDAHO, acting by and through the  
IDAHO TRANSPORTATION DEPARTMENT

By: \_\_\_\_\_  
Name Here

Title:

CITY OF IDAHO FALLS

By: \_\_\_\_\_  
Name Here

Title:

BONNEVILLE METROPOLITAN PLANNING  
ORGANIZATION

By: \_\_\_\_\_  
Name Here

Title:

TARGHEE REGIONAL PUBLIC TRANSPORTATION  
AUTHORITY

By: \_\_\_\_\_  
Name Here

Title:

## EXHIBIT A

### SCOPE OF WORK

#### Project Description

The Idaho Transportation Department (ITD) is applying FFY 2020 Section 5307 CARES Act funds apportioned to the Idaho Falls urbanized area in the amount of \$4,191,157 for capital costs of contracting including purchase of service for turnkey microtransit services in the City of Idaho Falls. Per the CARES Act, the grant requests 100% federal share. This application is consistent with the Designated Recipient Split Letter dated April 8, 2020 and attached in this application. ITD, the direct recipient of these funds, intends to name the City of Idaho Falls as the subrecipient to implement a two-year microtransit pilot project from the date of award until January 01/2024.

This project will fund operating expenses, including purchase of service for turnkey microtransit services in the City of Idaho Falls, to be named Greater Idaho Falls Transit (GIFT). Microtransit services will utilize dedicated on-demand trip software which incorporates dynamic vehicle assignment/routing that matches available resources with rider needs and allows for more efficient and flexible transit services while reducing operational burden. Passenger rides will be booked through a regional call center, smartphone app or internet browser and will allow real-time trip planning, booking and ticketless payments. A third party contractor, to be competitively selected by the City of Idaho Falls and subject to concurrence from ITD, will operate the turnkey services at an all-inclusive rate per vehicle revenue-hour (or some comparable basis). All operating costs would be borne through CARES Act urban transit funds sub-awarded to the City of Idaho Falls by ITD.

Once a Third-Party Contractor has been competitively selected via RFP, the Microtransit Pilot Project will open to the general public and launch with clearly defined operating hours and service areas to facilitate customer comprehension and adaptation. Proposed service areas have been attached to this application. This pilot project will utilize 6-10 sedans and/or passenger vans that will operate mobility-on-demand as well as door-to-door paratransit services within a pre-established service area within the Idaho Falls city limits.

The incumbent public transit provider in Idaho Falls, Targhee Regional Public Transit Authority (TRPTA), ceased all operations in 2019 and liquidated its assets. Since that time, there has not been any state or federally assisted public transit services in the Idaho Falls area. In accordance with Idaho Code, TRPTA was established by the voters of Bonneville County as the state-recognized regional public transit authority for Bonneville

County. Although much reduced in scope, and with few or no assets, TRPTA still exists as a legal entity. ITD anticipates that TRPTA will remain in place as a de facto “public transportation advisory commission” for the Idaho Falls area. In this role, TRPTA would be responsible for convening public hearings regarding transit, as required under federal transit law, considering and approving fares and customer-facing policies surrounding the transit service. TRPTA also would be the body to which customer service complaints and claims are elevated in the event that they are not resolved by vendor or City of Idaho Falls staff. During the GIFT Pilot Project implementation, TRPTA will have no financial stake in the transit program, will not be the recipient of federal transit funds, will have no authority over transit personnel, and will not be responsible or liable for the performance or operations of the pilot project. However, TRPTA will have the leading role in addressing long-term financing of the area’s public transit program. ITD expects that, given tight local budgets, a local lack of experience funding transit, and the history of failed transit in Bonneville County, it is highly unlikely that there will be municipal funding from neighboring towns during the Pilot Project. Securing this increased funding will require an ongoing commitment from TRPTA to present a clear analysis of costs and benefits to policymakers in each town.

ITD recommends the workforce outlined below to deliver a functional and successful operation:

## **Workforce**

### **TPO (Third Party Operator)**

City of Idaho Falls will partner with third party turnkey microtransit operator, who will be responsible for, but not limited to, the following:

- Create and maintain a software platform (includes multimodal trip planning, booking, payment, tools, etc.) as well as equitable access for low-income customers and unbanked customers
- Lease, maintain, clean, store and fuel the fleet
- Hiring, training, on-street operations supervision, coordination, service monitoring and training for operators
- Street operations supervision, coordination, service monitoring and training for microtransit operators
- Secure and manage the Reporting Locations (remote vehicle storage for the operations)
- Conduct targeted communications campaigns within deployment areas

### **Transportation Coordinator (Non-Contract)**

The Transportation Coordinator position will report to the City of Idaho Falls’ Director of Public Works as a FTE employee. The position required to support this pilot project will be allocated from an agency-wide vacancy and will be included in fiscal year annual budget requests and paid entirely through CARES Act funds for the duration of the pilot

project. This position will be responsible for pilot project oversight, including but not limited to: management of daily operations and contract administration; development of public-facing training and outreach specific to on-demand technology and operations; establishment of safety protocols and procedures for incident training, reporting and resolution; development and management of partnerships and coordination with local cities, municipal operators, local organizations and businesses; direct customer acquisition strategies (including financial agreements with public and private funders); and analysis to optimize service delivery in order to compete in the marketplace (see attached Transit Coordinator job description).

## **Performance Metrics**

A system of performance metrics in the categories of Ridership, Customer Service and Satisfaction, and Financial Performance will be negotiated prior to the launch of the Pilot Project. The agreed-upon metrics will be common key performance indicators that are frequently used by transit professionals to determine the success of a transit system and will include mutually agreed-upon baselines, interim milestones, and targets for each metric. ITD expects that this data will allow for comparisons and analyses that can identify best practices and policies and enhance peer learning across the State. Over time, ITD intends to use the data to identify which policies helped to increase ridership, reduce costs, increase customer satisfaction, or more efficiently utilize assets. At the discretion of the partnering entities, the MOU can also include stretch metrics that foster innovation and entrepreneurship and enable the City of Idaho Falls to tell their story through goals and values that are specific to their community.

ITD will periodically review the effectiveness of the chosen metrics with a view, *inter alia*, to expanding or altering the scope or operation, should that be necessary.

After the launch, the Transportation Coordinator will be responsible for regular monitoring and assessment of pilot project performance to allow GIFT to adapt, adjust, and improve the service. Beyond traditional performance indicators, customer and community feedback will guide the adjustments necessary to ensure project success.

## **Sustainability**

Given the large number of major employers in Idaho Falls, private business will be a vital source of local match and necessary for both the continuation and future expansion of transit services in the region. The Transit Coordinator will be expected to establish and facilitate a working group of local stakeholders that would meet regularly to discuss and negotiate logistics, timing, and responsibilities of all involved entities; development of a

detailed transition plan documenting all of the outcomes from discussions and negotiations; and the coordination of services that will extend past the pilot project.

Through execution of the planning, design, implementation, and evaluation phases of the GIFT Pilot Project, ITD expects to gain insights into the effectiveness and utility of a small urban deployment of microtransit. Data obtained from the pilot project will lead to a final assessment of performance, recommendations and strategies for sustainable service delivery to the area, expansion of partnerships, and further “right-sizing” of the services. The pilot project will establish a foundation from which to develop these tailored service models, without fragmenting operations and maintenance programs to the point of inefficiency.

## **Project Benefits**

This pilot project will enable a more efficient allocation of transit resources in an area with historically under-performing fixed routes, increased urban sprawl, and a dispersed service areas. Microtransit will provide the residents of Idaho Falls a viable, affordable, and equitable transportation solution that ensures access to jobs, positively impacts community health, improves quality of life and promotes environmentally sustainable communities.