

**AGENDA**  
**CITY OF LARAMIE, WYOMING**  
**CITY COUNCIL MEETING**  
**CITY HALL**  
**August 9, 2016 6:00 pm**

*City Council Meetings are open to the public. Requests for accommodations from persons with disabilities must be made to the City Manager's Office 24 hours in advance of a meeting.*

*Please be advised no additional agenda item will be introduced at a Regular City Council meeting after the hour of 9:30 p.m., unless the majority of the City Council members present vote to extend the meeting.*

- 1. WORKSESSION**
- 2. Public Comments**
- 3. WORK SESSION: Discussion regarding City-initiated Towing  
[Chief Stalder, PD/Loos, CA]**

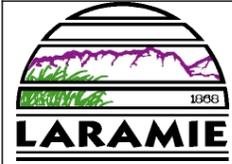
Documents:

[TOW WORK SESSION COVER AUG 16.pdf](#)  
[TOW SERVICES RFQ WORK SESSION COPY 9 AUG 16.pdf](#)

- 4. City Council Updates/Council Comments**
- 5. Agenda Review**
- 6. WORK SESSION: 3rd Street Corridor Conceptual Planning**  
(A portion of this meeting will be downtown for an onsite view of 3<sup>rd</sup> Street.)  
**[Summerville, Council]**

Documents:

[1.Cover Sheet.pdf](#)  
[2.Project Scope.pdf](#)



**Agenda Item: Discussion Item**

**Title:** Discussion about possible direction from Council for City-initiated tows

**Recommended Council MOTION:**

NONE

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**Administrative or Policy Goal:**

In December 2015 Council was presented with a number of options to potentially reduce the fees charged by local towing companies for City-initiated tows. During that discussion three potential options were presented:

1. The City could issue a Request for Qualifications that included a defined fee structure.
2. The City could consider passing an ordinance similar to what the City of Cheyenne did in 2014, in which the maximum fees that a towing company could charge were defined by ordinance.
3. The City could allow the market to set the price.

The Laramie Police Department requests about 500 tows each year. These tows include violations for the 24 hour notice, blocked driveways, and hazardous vehicles, among other violations that allow for the towing of vehicles. The City also occasionally requests tows for vehicles that violate limited or no parking ordinances (chip sealing, downtown street cleaning or snow removal).

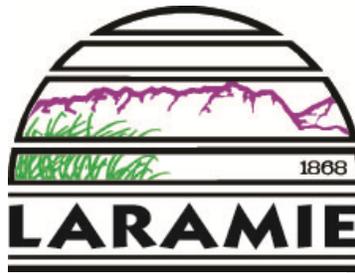
Currently, the average fees charged for these tows in about \$250.00, although sometimes fees are higher or lower.

While there was not complete consensus about the direction Council would like to proceed, staff drafted an RFQ as a starting point for the discussion at this work session.

**Responsible Staff:** Chief Dale A. Stalder 721.3552  
Jason Loos, City Attorney

Attachments: Memorandum of Understand between UW and LPD

\_\_\_\_\_ City Manager    \_\_\_\_\_ City Attorney    \_\_\_\_\_ **Police Department**



City of Laramie  
P.O. Box C  
406 Iverson Avenue  
Laramie, WY 82073

### **Request for Qualifications**

For

### **City-Initiated Towing Services**

Submission Deadline:

July 11, 2016

4:00 p.m. local time XXX

Mandatory Pre-Submission Meeting:

June 28, 2016

10:00 a.m. local time XXX

CITY of Laramie Council Chambers  
406 Iverson Avenue, 82073

Submission Location:

City of Laramie

Attn: Janine Jordan, City Manager and  
Dale Stalder, Chief of Police

P.O. Box C

Laramie, WY 82073

(Street Address: 406 Iverson Avenue)

Phone: 307-721-5226

Email: [jjordan@CityofLaramie.org](mailto:jjordan@CityofLaramie.org) and [dstalder@CityofLaramie.org](mailto:dstalder@CityofLaramie.org)

DRAFT

## REQUEST FOR QUALIFICATIONS

The City of Laramie (hereafter "CITY") will accept written submittals for:

### **City-Initiated Towing Services**

The City of Laramie is seeking proposals from highly experienced and professional contractors to perform vehicular towing services on an "as needed" basis for a three-year period commencing **January 1, 2016**. The CITY has the authority to cause illegally parked, wrecked, or driverless, motor vehicles to be removed from its streets, alleys and other public ways. The CITY of Laramie Police Department averages approximately 500 City-initiated tows per year and other CITY Departments also occasionally request vehicles to be removed from public rights of way. The CITY does not currently work under a towing services contract.

The CITY requires companies, licensed by the State of Wyoming, for towing services within the Laramie Corporate limit on an "as needed" basis (hereafter "PROPOSER" or "PROPOSERS"). This proposal solicitation document, together with the exhibits, shall serve as the specifications on which proposals shall be developed by interested parties.

PROPOSERS must include a Statement of Exceptions to the RFQ requirements with proposal(s) and provide a detailed description of any exceptions taken to the requirements of this RFQ, including the City Standard Terms and Conditions. Any other departures from the CITY's RFP are to be identified and failure to do so shall make the proposal non-responsive.

CITY TOWS - The CITY, through its Police Department, is empowered by law to order the removal, tow and storage of vehicles from the streets, alleys, and other public ways of the CITY and, in limited circumstances, vehicles from other private or public property (hereinafter "City Tow(s)"). Vehicles subject to a City Tow include, but are not necessarily limited to:

1. illegally parked vehicles;
2. inoperable vehicles because of an accident or otherwise;
3. vehicles operated by a person who is arrested or hospitalized;
4. vehicles from any location when, in the judgment of the Police Department, the vehicle should be towed for safekeeping or the tow of the vehicle is in the best interests of an individual or the public;
5. vehicles which are to be held as evidence in criminal proceedings; and
6. "abandoned junk motor vehicle" as defined in Laramie Municipal Code from private or public property.

DESCRIPTION OF SERVICES - The successful PROPOSER shall enter into a Contract for Professional Services for the expeditious response to City Tow requests with adequate equipment to tow the vehicle(s) from its location to the Contractor's storage location or place of business and to store said vehicle until it is returned to its owner or otherwise disposed of according to law ("Services").

The CITY reserves the right to contact and use the services of any other tow service provider, without penalty and without impacting existing contracts if any of the following situations arise or are expected to occur:

1. At the time of the City Tow request, the Contractor advises the CITY's Police Department personnel that it is unable to perform the towing service within the time period established in the Agreement.30 minutes from the time of notification.
2. At the time of the City Tow request, the Contractor provides a valid reason deemed valid byto the CITY's Police Department personnel as to why it cannot perform the towing service.
3. The Contractor fails to answer or respond to the City Tow request.
4. At the time of the City Tow request or after arrival at the location of the City Tow, the CITY's Police Department personnel determine that the Contractor does not have a sufficient number of wreckers, tow vehicles or tow equipment to meet the City Tow request.
5. Any urgent situation that involves an immediate life-threatening emergency. Congestion and traffic delays caused by vehicles awaiting a tow are not considered life-threatening emergencies.

CALLS FOR SERVICE - Services under this agreement are to be rendered only upon request of the Laramie Police Department or an authorized CITY employee in the absence of such an officer. Contractor, upon notification by the Laramie Police Department or other CITY employee, shall immediately send the necessary number and type of tow truck(s) to the designated location. At the direction of the police officer or community service officer at the scene, or an authorized CITY employee in the absence of such officer, Contractor shall remove the wrecked/abandoned/disabled vehicle or vehicles from the scene directly to the Contractor's lot, or if requested and when possible, to a location specified by the citizen for charges specified in Attachment B of this agreement.

Contractor's towing vehicle operators shall obey all lawful orders of police officers and community service officers (CSOs), or an authorized CITY employee in the absence of such an officer, and shall render every assistance when it has been determined that illegally parked vehicles or other hazardous vehicles or nuisances must be removed from public or private property.

Contractor shall maintain the equipment and labor force needed to supply the services on a full twenty-four (24) hour per day basis every day of the year.

Contractor shall consider calls from the CITY as having first priority over requests for towing services from other parties. Contactor shall furnish the Laramie Police Department a written list of the names of all other public agencies with which the towing Contractor has a towing contract or agreement with when this agreement becomes effective; and shall notify the CITY when any other contracts or agreements are entered into by Contractor during the term of the Agreement.

CONTRACTOR RESPONSIBILITY FOR PROPERTY - Contractor expressly assumes full responsibility and liability for all property entrusted to its care including all equipment and contents thereof, and indemnifies and holds harmless the CITY against all claims for damages to vehicles and equipment entrusted to its care and control.

HOURS OF SERVICE – Contractor shall maintain business office hours available to City Tow customers to make inquiries and obtain vehicles in accordance with the following schedule, at a minimum:

Monday – Friday	8:00 a.m. to 6:00 p.m.
Saturday	9:00 a.m. to 1:00 p.m.
Sunday	9:00 a.m. to 1:00 p.m.

All business hours shall apply to the storage facility, which shall be the central contact point for both police personnel and City Tow customers and CITY residents. The time at which the customer first contacts Contractor shall be deemed to be the time at which the service is performed for purposes of assessing fees.

WRECKER AND TOWING EQUIPMENT - Contractor shall have in operation at all times at a minimum one (1) light wrecker with a 8,000 pound hand or power winch, crane and boom, and/or one (1) flatbed wrecker with a 8,000 pound power winch, crane and boom. Each wrecker is required to carry the full complement of service items and insurance as outlined by Wyoming State Statutes. Additionally, such wrecker shall be equipped with either radio or telephone equipment, which allows immediate access by police dispatch personnel to a wrecker driver while he or she is in route to a scene in order to update, alter, or rescind any instructions previously given to the driver in relation to the towing assignment. All contact numbers will be supplied to the CITY within 3 days of the execution of this contract and be updated from time to time. Contractor understands that any failure of the CITY to be able to contact Contractor within a reasonable period of time or get a reasonable response time, shall allow CITY to request a different towing contractor.

REMOVAL AND CLEAN UP OF DEBRIS - After any traffic City Tow for which Contractor has been requested to respond, Contractor shall clean and remove all accident and vehicle debris including, without limitation, any glass or other debris except any hazardous substances and shall cover or remove any oil, antifreeze, grease deposits, etc. as necessary.

POLICE VEHICLE TOWS/STORAGE - Contractor will provide towing/winchng services for any CITY-owned vehicle at the same rates as other tows. Further, the same rates will apply to Laramie Police Department authorized tows of vehicles towed for evidentiary purposes or vehicles seized and impounded. In addition, Contractor shall not charge the City ITY of Laramie for vehicles stored as a result of any of these types of towing situations.

When a tow is requested by the Laramie Police Department for evidentiary purposes or pursuant to a police investigation and must be taken to a location other than the storage site for investigation by

the police before towing to the storage site, the vehicle owner if appropriate shall be required to pay the full amount for only the initial tow. In instances such as the recovery of a stolen auto requiring evidence work, or where there is other doubt as to whether a vehicle owner should be billed, Contractor shall check with the Police Department to ascertain if a bill should be sent to the vehicle owner.

Vehicles impounded as evidence or requiring special handling such as fingerprinting, photographing, searching, etc., shall not be removed or inspected by any person unless authorized to do so by the Chief of Police or designee. These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. Contractor shall not allow anyone to photograph, examine or remove articles from such an impounded vehicle without the express written permission of the Chief of Police or designee. Vehicles impounded by the Laramie Police Department shall be held by Contractor a maximum of thirty (30) days. Thereafter, the Department shall arrange for any vehicle remaining on a "hold" status to be moved to a different location provided Contractor has notified the Police Department that the end of a thirty (30) day period is approaching.

Any vehicle which is on "hold" status as indicated on the Police Department's Tow Sheet for a vehicle seizure, evidence or any traffic or criminal offense, shall not have storage fees charged to its owner until 24 hours after its formal release from hold status. The Police Department will notify the vehicle owner and the Contractor when a vehicle is released from hold status.

No service or repair of any kind shall be performed on any vehicle impounded at the direction of the Laramie Police Department. Further, no contract or order for service or repairs shall be entered into with the owner or his agent until such vehicle has been released in writing by the Chief of Police or designee.

Property which is not a component part of a vehicle such as a briefcase, stereo faceplate, etc. carried on or within a vehicle ordered towed or stored by the Laramie Police Department shall not be seized or held as security for services performed. Such property shall be released to the owner upon proof of identity and ownership. Property which is a component part of the vehicle such as a license plate, tire, etc. does not have to be returned to the vehicle owner until Contractor has been compensated for its services or the owner signs over the title to Contractor. No personal property shall be released to the owner or designate of a vehicle which has been impounded as evidence while the vehicle remains on an active "hold" status, unless specifically approved by the Police Department.

In case of an error by the Laramie Police Department in towing a vehicle or when other extenuating circumstances exist, Contractor shall cancel all charges to the vehicle owner at the request of the CITY.

Disposition of unclaimed vehicles shall be made pursuant Wyoming State Statutes and Contractor shall maintain all appropriate records as specified by these statutes. Contractor shall provide the Laramie Police Department with a written inventory and status report of all police-related towed vehicles still in the custody of Contractor at the end of each month on or before the tenth day of the following month.

Within the first ten (10) days of every month, Contractor shall provide to the Police Chief a written listing of vehicles which are on active "hold" status by the Laramie Police Department. When a vehicle is released from "hold" status, Contractor shall notify the owner of the vehicle that the hold on the vehicle has been released. Provided a vehicle has been stored longer than a 24-hour period, daily storage charges may begin once a vehicle has been released from its hold status.

#### OTHER CONTRACT PROVISIONS

No Other Charges Billed - Except for the charges noted by Contractor in its proposal and agreed to by the CITY, NO other charges shall be billed to any party to whom Contractor provides its services.

Response Time - Monday through Friday during the established normal business hours, Contractor shall arrive at the scene of a requested tow with the proper equipment within fifteen (15) minutes after notification to Contractor has been made. On weekends, holiday, and after normal business hworking hours, Contractor shall arrive at the scene of a tow within thirtytwenty (3020) minutes after notification to Contractor has been made. Contractor shall provide his personnel with all necessary communications equipment to maintain the required response time.

Valid Vehicle Registrations - Contractor must have valid vehicle registrations and utilize only vehicles that possess a valid vehicle registration, display a valid Wyoming license plate as established by Wyoming State Statutes and comply with the weight requirements of these Statutes.

Secure Storage Lot - Contractor shall provide a secure storage lot. , completely enclosed by a fence with a minimum height of six (6) feet. It is desired (but not mandated) that security lighting sufficient to illuminate the storage lot be in operation during all hours of darkness. Security lighting may be required for future years of the contract 24 hours/day or with a motion sensor after dusk. The storage lot shall be kept locked at all times other than when access can be and is adequately controlled by on-site employees of either Contractor or employees of the property owner where the storage facility is located. A photo(s) of the storage lot should be included in the proposal.

Inside Storage - Contractor shall provide space for at least one (1) vehicle inside a building protected from the elements and secured against unauthorized access for City Tows.

References - Contractor shall have present experience as a towing agency with this or any other police department. Contractor shall immediately provide the Laramie Police Department with the names of any police agencies they are providing towing services for and the names of a contact person at those agencies. Contractor shall specify the time period(s) they have provided services for these police agencies.

Employee Information - Contractor shall provide the Laramie Police Department with the following information for each currently-employed operator within three (3) days of the effective date of this Agreement and for any thereafter-employed operators within three (3) days of their hiring:

1. Name (Including middle initial);
2. Home Address;
3. Sex;
4. Date of Birth; and
5. Drivers license number, state and classification.

No tow truck operator shall be allowed to perform Laramie Police Department directed services until he/she has been approved by the Department. This includes any tow truck operators and tow companies used by the primary towing Contractor to perform backup services.

Fee Structure & Acceptable Methods of Payment - Contractor shall equip its tow truck operators with written notices containing all the fees structure and all acceptable methods of payment, which at the time of the tow or service, shall be provided to the owner or driver of the vehicle, if they are present. This written notice must be in both English and Spanish. Acceptable methods of payment are defined as cash, major credit/debit card, (Visa and Master Card shall be accepted at a minimum), or personal check with the approval of the company owner or office manager. A sign disclosing the fee structure for services requested by the Laramie Police Department or other authorized employees and all acceptable methods of payment shall be posted prominently in the main office of Contractor. Copies of the written notice provided to the tow truck operators and of the sign within the office of Contractor, shall be provided by Contractor to the Police Chief or designee within three (3) days after the Agreement is signed by both the CITY and Contractor. Contractor will ensure its drivers have the availability of completing a credit card transaction at the scene of a service request, and have either authority to accept personal checks or means to immediately contact a person in the company with authority to approve personal checks.

Contractor Responsibilities Tow Log - Contractor shall maintain a separate tow log or other acceptable record keeping system for the Laramie Police Department that shall include the following information:

1. Time, date, location of tow (from & to), hold information if applicable, name and badge number of officer authorizing the tow and police report or incident number.
2. Make, model, vehicle registration and vehicle identification number of the towed vehicle.
3. Itemized billing of initial service charges, special charges, storage charges and vehicle repair charges, if any.
14. Signed release form completed by the person claiming a vehicle.
25. Mechanism (customer complaint form) approved by the Chief of Police or designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items or other related problems. Completed forms shall be forwarded to the Deputy Police Chief-Administration as soon as possible after a complaint has been filed with Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. All police-related records shall be open at any time for inspection by the Chief of Police or designee. Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief-Administration copies of every invoice PAID by any party from previous month as a result of providing services at the request of the Batavia Police Department.

K. Notifying the Owner/Insurance Agent

Contractor is responsible for notifying the owner and/or insurance agent, in writing, for removal of a vehicle which has been towed to the storage lot of Contractor because of a police-directed tow within 48 hours of the tow, using the name and address shown on the Secretary of State's records. If after thirty 30 days Contractor has been unable to notify the owner and/or insurance agent, Contractor, if the storage lot is located within the CITY of Batavia, it will notify the LaramieBatavia Police Department to begin proceedings to process the vehicle as an unclaimed/abandoned auto. The Police Department will review the documentation and ensure proper protoCITY protocol was followed.

K. Reporting Acts of Theft/Vandalism -

- Contractor shall immediately report to the Laramie Police Department any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by the Laramie Police Department or other authorized CITY employees. If the offense occurs within the CITY, the requirement shall be met by filing an incident report with the Police Department. If the offense occurs outside the CITY, such report shall be made to the Albany County Sheriff's Office and the Laramie Police Department shall be notified of such. Additionally, the Laramie Police Department's original report and incident numbers under which the tow was authorized shall be provided.

L. Notification of Operational Changes - Contractor shall immediately notify the Laramie Police Department of any operational changes, e.g., new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify the Laramie Police Department may result in suspension of the use of the Contractors' services.

**CONTRACTORS LIABILITY INSURANCE**

Contractor shall maintain for the duration of this agreement, statutory Workmern's Compensation and/or Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence which meets the requirements established by Wyoming State StatutesChapter 625 ILCS 5/12-606 of the Illinois Vehicle Code.. Such policies shall protect Contractor from claims for bodily injury including death to his employees and all others; and from claims of property damage, and/or all of which may arise out of or result from Contractor's operations under this Agreement. A copy of the indemnity bond, certificate of insurance, or insurance policy shall be filed with the CITY before commencing work. This insurance must clearly indicate all storage facilities utilized from police or CITY directed tows are covered. Additionally, Contractor shall provide the CITY with a letter from the insurance carrier that the CITY will be notified within ten

(10) days of the pending cancellation of any policy relating to this contract. The CITY of Laramie shall be named as an additional insured on these insurance contracts. Contractor's insurance shall be primary at all times.

Contractor shall have the affirmative duty of providing continued proof(s) of insurance to the CITY if any of the policies expire during the term of this Agreement. Failure to provide continued proof(s) of insurance, upon CITY's written notice delivered to Contractor at the address indicated herein, shall result in the suspension of the use of Contractor's services until verification of insurance is provided

#### LENGTH OF AGREEMENT

The term of the Services Agreement shall be from January 1, 2016XXX through December 31, 2016XXX, unless otherwise modified in writing by the parties. The CITY reserves the right to cancel this Agreement at any time upon sixty (60) days advance notice to Contractor and Contractor shall have a similar right. Such notice of termination shall be in writing. Failure of Contractor to perform any aspect of this agreement properly, and/or failure to provide good treatment to the general public, and/or failure to promptly respond to calls for service without good reason, shall be cause for immediate termination of the Agreement without a sixty (60) day advance notification. The Laramie City Council's reasonable determination in this regard shall be binding upon the parties.

The bestowing of the Agreement shall be looked upon by the CITY as a trust; Contractor shall be required to give high quality service and treatment to the public and to the CITY. The Agreement shall be for a 1 year period, with an option to renew for an additional two (2) years on a year-to-year basis by mutual consent of both parties.

#### ETHICAL CONSIDERATIONS

Customer satisfaction in dealing with the towing company shall be of primary importance, along with other factors, such as but not limited to: response times, condition of equipment, cooperation with the CITY and the ability to adhere to the Agreement with the CITY. Any company performing CITY-directed towing and impound services shall conduct its business in an orderly, professional, legal and ethical manner and use every means to gain and justify the confidence of the motoring public. Any breach of this confidence, to be determined at the sole discretion of the CITY, can be sufficient cause for immediate termination of this Agreement.

Contractor assumes full responsibility for his employees and agents for all acts performed pursuant to this Agreement. Only competent, trustworthy, courteous and sober/drug free employees with high integrity shall be employed to perform any services required by this Agreement.

The CITY of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction to staff behaviors, to ensure economic and environmental sustainability. The CITY encourages submissions that 1) enhance efficiency of CITY projects and ongoing operations, and/or 2) consider all energy types, including traditional and renewable sources.

Written, sealed submittals must be submitted to the City of Laramie, CITY Manager’s Office., Attn: Chief of Police & City Manager **Todd Feezer**, Director, P.O. Box C, Laramie WY, 82073 (street address: 920 Boulder Dr., Laramie WY 82070) no later than 4:00 p.m. local time on Monday, July 11, 2016. A mandatory pre-submittal meeting will be held on Tuesday, June 28, 2016 at the Laramie Community Recreation Center Police Department, 920 Boulder Dr 620 Plaza Court., Laramie, WY 82070. Copies of the Request for Qualifications may be obtained by contacting the Parks & Recreation Department Office, Todd Feezer at 307-721-5260 Laramie Police Department. The CITY reserves the right to award this service contract project to the firm that best fits the requirements outlined in the Request for Qualifications. The CITY reserves the right to waive any informality in any submittal and/or reject all submittals, and to accept the submittal that is in the best interest of the CITY.

\_\_\_\_\_  
 Janine Jordan, City Manager

Publication Dates: June 18, 2016  
 XXX June 25, 2016

**SELECTION PROCESS**

The CITY reserves the right to select a qualified company without holding interviews. The scoring in the first two steps is cumulative. If it is determined that interviews are not to be held, the scoring will be based on the first step – Review of Proposals submitted. The process for selection and award of the agreement will be as follows:

- Step One                      Review of Proposals submitted
- Step Two                     Interviews (if required)
- Step Three                  Selection of successful firm, negotiation of Professional Services Agreement
- Step Four                    Fee Proposal – separate sealed envelope
- Step Five                    City Council approval of Agreement for Professional Services

**3.1 Schedule for Selection Process:**

1. Dates are approximations for the process steps and are subject to change.

<b>Date</b>	<b>Selection Process</b>
June 18, 2016	RFQ Available
XXX June 28, 2016	Mandatory Pre-Submittal Meeting
XXX July 5, 2016	Last day for questions and comments

XXXJuly 11, 2016	Proposals due at 4:00 p.m., local time.
XXXJuly 12, 2016	Notifications of Interviews (if required).
XXXJuly 14, 2016	Interviews conducted (if required).
XXXJuly 15, 2016	CITY notifies staff-recommended firm.
XXXJuly 19, 2016	CITY Council approves Prof. Services Contract.

- Proposals cannot be withdrawn from consideration for a period of sixty (60) days after the submittal deadline of July 11XXX, 20XX16.

### 3.2 Submittal Information:

- The proposing firm shall submit four (4) copies of its Qualifications for the project. Each copy shall be provided in a loose-leaf binder or a spiral-bound booklet with the firm name and the Request for Qualifications Titlename on both cover and spine. (RFQ TitleProject: *West Laramie/Snowy Range Road Corridor Pedestrian/Bicycle Feasibility Study City Initiated Towing Services*).
- The submittal shall be limited to a maximum of forty (40) pages, 8-1/2" x 11" (pages up to 11" x 17" are acceptable if folded to 8-1/2" x 11"), single sided, not smaller than 11 pt. type.
- The cover letter, table of contents, and tabs do not count toward the page limits.
- One (1) digital copy of all items, except the free proposal, shall be submitted.

### 3.4 STEP ONE: Review of Proposals

Following an initial screening of the proposals, the committee will select what it considers the most highly qualified company to provide the services required.

The following selection criteria will be the basis for the list of most qualified firms:

	Criteria	Points
1.	Qualifications and Experience of Key Personnel	3020 Points
2.	References (Business and Customer References)for Firm and Project Team	15250 Points
3.	Project Scope and Scope AlterationsFee Schedule	302030 Points
4.	Current and Prospective Workload/Capacity to	25 Points20

	Accomplish Services in Required TimeProject Schedule	Points
5.	Current and Prospective Workload/CapaCITY to Accomplish Project in Required Time	10 Points
	<b>Total</b>	<b>100 Points</b>

**3.5 STEP TWO:** Fee Proposal – *Submit in a Separate, Sealed Envelope, Do not submit digitally.*

Submission of Pricing Proposals

1. The qualified firms will be asked shall to submit to the CITY a fee schedule for all towing and storage services to be performed under this proposal. (Attachment B) fully compliant priced proposal with design fees. The proposal also shall include a detailed breakdown of design costs for the Project by discipline. The CITY reserves the right to modify the contract documents included in this Request for Qualifications for the priced proposal submittal.
2. The CITY reserves the right to award this project to the firm that best fits the requirements outlined in the Request for Qualifications. The CITY reserves the right to waive any informality in any submittal and/or reject all requests for proposals, and to accept the proposal that is in the best interest of the CITY.

**3.6 STEP THREE:** Interviews (*if required*)

1. If the CITY determines that interviews are required in the best interest of the Project, interviews will be conducted for the purpose of determining which of the firms is the most highly qualified for the project; which firm has the project personnel best able to complete the scope of services; which firm most fully understands and is able to perform the role of designer as envisioned by the CITY.
2. A short list of PROPOSERSsubmitting firms will be developed and interviewed based on the points from step one and step two. The list will be provided in alphabetical order to all submitting firms without any ranking.
3. Key personnel from proposing firms to be assigned to the project are required to be present and participate in the interview.
4. In addition to the material requested herein, and information which may be requested by the committee, the firms shall be prepared to demonstrate the firm’s approach to management of the project based on their understanding of the project; the firm’s ability to perform the services within a fully integrated

professional team; and the firm's past performance of similar services in similar team situations. The interviews may include an interactive work session.

**3.7 STEP FOUR:** Selection of Successful Firm, Negotiation of Professional Services Agreement

1. After the successful firm is selected, the CITY will negotiate an Agreement for Professional Services. The agreement will include the following elements:
  - Project Scope of Work
  - Term of Contract
  - Contractor's Fee Schedule
  - Contract Sum (not to exceed)
  - Responsibilities of Contractorsultant (Firm)
  - Responsibilities of CITY
  - Indemnification of CITY
  - Professional Liability or Errors and Omissions Liability Insurance (not less than one (1) million dollars, aggregate for all claims arising from the Firm's work for a period of five (5) years from the date of substantial completion)

**3.8 STEP FIVE:** CityITY Council Approval of Agreement, Notice to Proceed

1. The CITY will forward the Final Agreement for Professional Services to the CityITY Council for their consideration and approval. The successful lead firm and other team members are encouraged to attend the Council meeting with the CITY staff to answer any questions concerning the proposal, the project, or the Firm's qualifications.
2. The CITY reserves the right to undertake or award supplemental or successor agreements for work related to this agreement or this project.
3. The agreement shall not be binding upon the CITY or the Firm, and no services shall be performed under the terms of the proposal or the agreement until the agreement has been reduced to writing and approved by the Laramie CityITY Council.
4. After approval by the Laramie CityITY Council, the CITY shall issue a Notice to Proceed with the work upon the receipt and acceptance of all required agreement submittals and requirements.

#### IV. SELECTION AND CONTRACTING PROVISIONS

5.1 Notifications. The CITY will provide timely notifications in writing (letters and/or emails) of the following actions to firms responding to the Request for Qualifications as follows:

Selection of short-listed firms for interviews (if required);  
Firms not short-listed;  
Selection of recommended firm;  
Laramie CityITY Council approval

#### 5.2 Right to Reject

5.2.1 The CITY reserves the right to waive informalities in the proposals or fees and to reject any and all proposals and re-advertise the project at any time prior to Laramie CityITY Council approval of the recommended firm and the negotiated agreement. The CITY reserves the right to award this project to the firm that best fits the requirements outlined in the request for proposals. The CITY reserves the right to waive any informality in any submittal and/or reject all requests for proposals, and to accept the proposal that is in the best interest of the CITY.

5.2.2 The CITY reserves the right to eliminate a submittal based on current and anticipated workload. The CITY reserves the right to terminate the contract of the selected firm for cause as identified in the executed Professional Services Agreement. All costs incurred in the preparation of the Request for Proposal process shall be borne by the proposing firm. Proposals submitted in response to this Request for Qualifications shall become the property of the CITY.

5.2.3 If the CITY and the selected lead firm cannot agree on the contract, the negotiations will be terminated, and the CITY reserves the right to begin negotiations with the next highest ranked PROPOSERproposer.

#### 5.3 Procedures Requirements

5.3.1 Any firm failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.

5.3.2 All costs incurred by firms choosing to participate in this RFQ process shall be borne by the proposing firms.

5.3.3 All proposals submitted regarding this RFQ are the property of the CITY and will only be returned to the firm(s) if requested in writing to the CITY at the sole discretion of the CITY.

5.3.4 Late submittals shall not be accepted. It is the responsibility of the firms to ensure that the proposal arrives directed, prior to the date and time stated in this RFP.

5.4 Conflicts of Interest

5.4.1 Any conflicts of interest whether real or perceived by the firm submitting a proposal should be fully disclosed and explained within the proposal. Please refer to w. s. §§ 15-1-127 through 15-1-128, w. s. §§ 6-5-101 through 6-5-118, and w. s. §§ 9-13-101 through 9-13-109 for additional information on conflicts of interest.

**END OF REQUEST FOR QUALIFICATIONS**

**Attachment A**

**BUSINESS INFORMATION**

**I. OWNER INFORMATION**

Owner Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_  
Home Address: \_\_\_\_\_

\_\_\_\_\_  
Business Name: \_\_\_\_\_

\_\_\_\_\_  
Business Address: \_\_\_\_\_

\_\_\_\_\_  
Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Business Name: \_\_\_\_\_

\_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Business Name: \_\_\_\_\_

\_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

- This business is a:
- \_\_\_\_\_ Individual Proprietorship
  - \_\_\_\_\_ Joint Venture
  - \_\_\_\_\_ (State) Partnership
  - \_\_\_\_\_ (State) Corporation
  - \_\_\_\_\_ (State) Limited Liability Company

If applicable, give names, addresses and dates of birth of all partners, officers or directors, to include corporate title held as well as percentage of shares held by each.

<u>Full Name</u>	<u>Sex Address</u>	<u>Date of Birth</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Has the applicant, business, employee, or member of the business ever had a wrecker or towing business license or contract revoked, suspended or canceled? \_\_\_\_\_ Yes \_\_\_\_\_ No.

If yes, explain in full detail on a separate sheet of paper.

**II. STORAGE FACILITY (IES)**

**Outside Storage**

Location: \_\_\_\_\_

Length: \_\_\_\_\_ Width: \_\_\_\_\_ Total Square Feet: \_\_\_\_\_

Total Number of Storage Spaces: \_\_\_\_\_ Size & Type of Fencing: \_\_\_\_\_

**Inside Storage**

Location: \_\_\_\_\_

Length: \_\_\_\_\_ Width: \_\_\_\_\_ Total Square Feet: \_\_\_\_\_  
\_\_\_\_\_

Total Number of Storage Spaces: \_\_\_\_\_ Size & Type of Fencing: \_\_\_\_\_  
\_\_\_\_\_

Type of Security:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All other storage facilities shall be listed and described similarly on a separate sheet of paper.

**III. TOW TRUCK**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_  
\_\_\_\_\_

License Number: \_\_\_\_\_ GVW: \_\_\_\_\_  
\_\_\_\_\_

Date of Last State Certificate of Safety: \_\_\_\_\_ Winch Capacity: \_\_\_\_\_  
\_\_\_\_\_

Number of Cylinders: \_\_\_\_\_ Number of Axles: \_\_\_\_\_  
\_\_\_\_\_

**TOW TRUCK (continued)**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_  
\_\_\_\_\_

License Number: \_\_\_\_\_ GVW: \_\_\_\_\_  
\_\_\_\_\_

Date of Last State Certificate of Safety: \_\_\_\_\_ Winch Capacity: \_\_\_\_\_  
\_\_\_\_\_

Number of Cylinders: \_\_\_\_\_ Number of Axles: \_\_\_\_\_  
\_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_  
\_\_\_\_\_

License Number: \_\_\_\_\_ GVW: \_\_\_\_\_  
\_\_\_\_\_

Date of Last State Certificate of Safety: \_\_\_\_\_ Winch Capacity: \_\_\_\_\_  
\_\_\_\_\_

Number of Cylinders: \_\_\_\_\_ Number of Axles: \_\_\_\_\_  
\_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_  
\_\_\_\_\_

License Number: \_\_\_\_\_ GVW: \_\_\_\_\_  
\_\_\_\_\_

Date of Last State Certificate of Safety: \_\_\_\_\_ Winch Capacity: \_\_\_\_\_  
\_\_\_\_\_

Number of Cylinders: \_\_\_\_\_ Number of Axles: \_\_\_\_\_  
\_\_\_\_\_

**USE ADDITIONAL SHEETS IF NECESSARY**

**IV. TOW TRUCK DRIVERS**

Name: \_\_\_\_\_  
\_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Drivers License Number: \_\_\_\_\_

License State and Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Drivers License Number: \_\_\_\_\_

License State and Classification: \_\_\_\_\_

**TOW TRUCK DRIVERS (continued)**

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Drivers License Number: \_\_\_\_\_

License State and Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Drivers License Number: \_\_\_\_\_

License State and Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Drivers License Number: \_\_\_\_\_

License State and Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Drivers License Number: \_\_\_\_\_

License State and Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Drivers License Number: \_\_\_\_\_

License State and Classification: \_\_\_\_\_

**USE ADDITIONAL SHEETS IF NECESSARY**

**FEES FOR SERVICES RENDERED**

*(January 1, 2016 – December 31, 2016first contract year)*

**Towing and Storage Services**

A. All Types of Vehicle Tows – Charges to Vehicle Owner

Vehicles less than or equal to 8,000 pounds by registration

\$ \_\_\_\_\_ *Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.*

\$ \_\_\_\_\_ *Winching/Uprighting charges*

\$ \_\_\_\_\_ *Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle CITYlision. Each party billed for \$5.00).*

\$ \_\_\_\_\_ *Per day per vehicle for outside storage\*\*\**

\$ \_\_\_\_\_ *Per day per vehicle for inside storage\*\*\**

\$ \_\_\_\_\_ *Per mile if not towed to Contractor’s place of business.*

Any vehicle over 8,000 pounds by registration

\$ \_\_\_\_\_ *Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.*

\$ \_\_\_\_\_ *Winching/Uprighting charges*

\$ \_\_\_\_\_ *Per bag or partial bag of oil dry used (charge noted shall be billed equally to all parties. Example: \$15.00 charge for 1 bag of oil dry at 3 vehicle coll CITYlision. Each party billed for \$5.00).*

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\$ \_\_\_\_\_ *Per day per vehicle for inside storage\*\*\**

\$ \_\_\_\_\_ *Per mile if not towed to Contractor’s place of business.*

DRAFT

Outside of business hours vehicle release (call out) charged to vehicle owner:

\$ \_\_\_\_\_ *Per release*

Street-sweep requested by CITY of Batavia employee for a non-traffic related incident such as removing branches from a roadway (charges may be billed to the CITY):

\$ \_\_\_\_\_ *Maximum per incident*

Stand-By Time (Placement of equipment and staff at a scene where the PD request for additional time is needed due to an investigation).

\$ \_\_\_\_\_

Vehicle under storage (fluid catch containers), with leaking fluids: gas, oil, transmission fluid, antifreeze, etc.

\$ \_\_\_\_\_

Crash Wrap or Vehicle Tarping.

\$ \_\_\_\_\_

Motorcycle Towing.

\$ \_\_\_\_\_

Labor Charge: No Tires, Broken Axle, Broken Ball Joint, Broken Tie Rod.

\$ \_\_\_\_\_

\*\*\* Storage fees are per day or portion thereof **after** the first twenty-four (24) hours; **there is no charge for the first twenty-four (24) hour period.**

**FEEES FOR SERVICES RENDERED**

*(January 1, 2017 – December 31, 2017second contract year)*

**Towing and Storage Services**

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\$ \_\_\_\_\_

Crash Wrap or Vehicle Tarping.

\$ \_\_\_\_\_

Motorcycle Towing.

\$ \_\_\_\_\_

Labor Charge: No Tires, Broken Axle, Broken Ball Joint, Broken Tie Rod.

\$ \_\_\_\_\_

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**FEEES FOR SERVICES RENDERED**

*(January 1, 2018 – December 31, 2018third contract year)*

**Towing and Storage Services**

A. All Types of Vehicle Tows – Charges to Vehicle Owner

Vehicles less than or equal to 8,000 pounds by registration

\$ \_\_\_\_\_ *Base tow – (any and all equipment to tow vehicle properly). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided.*

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Labor Charge: No Tires, Broken Axle, Broken Ball Joint, Broken Tie Rod.

\$ \_\_\_\_\_

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**CITY OF LARAMIE COUNCIL REGULAR MEETING      August 9, 2016**



**Agenda Item: Presentation**

**Title: Third Street Workshop and Tour with New Mobility West**

**Recommended Council MOTION:**

Work session; no action can be taken.

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**Administrative or Policy Goal:**

This presentation and tour will give the City Council a hands on experience of potential opportunities and constraints relative to 3<sup>rd</sup> Street.

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**Background:**

Laramie Main Street Alliance has partnered with New Mobility West, Community Builders, Inc., and Charlier Associates to facilitate a comprehensive overview of Third Street through downtown Laramie. The goal is to spark discussions and ideas that will make the Third Street corridor more inviting, attractive and safe for all users.

Community design charrettes are open to the public Monday, August 8 from 5 to 7 pm and Wednesday, August 10 from 5 to 7 pm, both at the historic train depot at 1st and Kearney. Additional focus groups meetings will be held on Tuesday, August 9th from 1 to 5 pm.

The purpose of this works session is to provide the City Council background on this process and get them involved. At 7:00 p.m. on August 9 (at the conclusion of the Work Session) representatives of the Main Street Alliance, WYDOT, New Mobility West, Community Builders, Inc., and Charlier Associates will guide the City Council, Planning Commission and interested members of the public on a walking tour of Third Street.

Please see the attached project scope for additional details. For more information, visit [www.laramiemainstreet.org](http://www.laramiemainstreet.org) or call 307-760-3355.

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**Legal/Statutory Authority:**

n/a

**Responsible Staff:**

Charles Bloom, AICP, Principal Planner  
721-5232

Future dates are subject to change

Work Session	August 9, 2016
Advertised	
Public Hearing Held	
Pub. Hearing Advertised	
Introduction/1 <sup>st</sup> Reading	
2 <sup>nd</sup> Reading	
3 <sup>rd</sup> Reading	

Attachments:

1. Project Scope



**Background.** US Highway 287 is a major north-south corridor through Laramie, and becomes Third Street for roughly 4.5 miles through town. Third Street cuts through gateway areas, commercial zones, and 8 blocks of Laramie’s National Register-listed historic downtown. Several major projects are planned for this corridor over the next 5-7 years including resurfacing the length of Third Street, ADA improvements, signal improvements, and a significant change in traffic patterns with the planned demolition of an existing bridge, which serves as a major entrance to the corridor approximately five blocks to the north. However, these improvements do not fully address enhancing walkability and bike connections along Third Street, or other potential improvements for the corridor, including redirecting heavy commercial truck traffic, slowing motorists through the historic downtown core, or enhancing the streetscape. The corridor, as it is, hinders business development and detracts from an otherwise vibrant community that relies heavily on tourism and attracting new students to the university. Stakeholders realize that repaving and restriping alone are not enough to achieve the safety, economic and design goals for the downtown portion of Third Street. The Laramie Third Street Community Mobility Team, including representatives from the Laramie Main Street Alliance, the City of Laramie, the University of Wyoming, the Wyoming Department of Transportation, and Laramie’s Beautification and Traffic Commissions, has requested assistance through New Mobility West to bring stakeholders together to explore design solutions for Third Street that may be incorporated into the proposed repaving project that is scheduled for 2020.

**Project Overview.** Project partners envision the downtown portion of Third Street, from Sheridan to Lewis Street, as becoming a walkable, vibrant corridor that supports the downtown. Second Street, which is the heart of Laramie’s downtown, is only a block away and boasts low commercial vacancy rates, demonstrating a strong opportunity for Third Street to support further downtown business growth. WYDOT has a proposed repaving project for the Third Street corridor scheduled for 2020. This presents an opportunity to both improve the streetscape to achieve the city’s economic development goals while meeting the safety and mobility requirements that WYDOT has for the corridor.

As the 2020 repaving project approaches, project partners want to bring together a variety of stakeholders to build consensus on a vision for Third Street that respects all entities’ needs and goals for the corridor. Project partners want to understand what could possibly be added to the repaving project to increase bike and pedestrian mobility and support downtown businesses, as well as understand how these elements could be funded.

**Project Goals.** Completion of three primary goals will determine project success:

1. Working directly with citizens, business owners, and project partners, cultivate a vision for the Third Street corridor between Sheridan and Lewis Streets that focuses on streetscape improvements that will foster downtown economic development and bike and pedestrian mobility.
2. Deliver recommendations for implementation, including potential funding sources, for how added improvements can realistically be achieved.
3. Assist project partners in building and sustaining a community enthusiasm for transformation along Third Street with easily achievable implementation recommendations.



**Project Objectives.** Core objectives associated with the project include:

- *Establish a community-driven vision for the downtown portion of Third Street.* Landowners and businesses abutting the downtown portion of Third Street have a direct stake in the outcome of this project and will need to be engaged throughout. The Laramie Main Street Alliance serves the interests of the area and will be a key partner. Pre-site visit engagement tactics to engage and energize area residents and business owners should be conducted. Site visit public engagement strategies like focus groups, questionnaires, visual preference surveys, mini-charrettes and neighborhood meetings should all be considered.
- *Deliver recommendations for streetscape improvements.* Analyze WYDOT's priorities for Third Street, including the existing and projected traffic flow needs, to understand how bike and pedestrian mobility improvements can realistically be incorporated. Work collaboratively with both local entities and WYDOT to prepare design recommendations that can improve the streetscape both for mobility and economic development while meeting WYDOT's requirements.
- *Assess funding opportunities and viability of implementation.* Understanding today's funding landscape is crucial to achieving the improvements that project partners hope to see along Third Street. Community enthusiasm will be critical to sustaining drive for improvements, thus project partners would like recommendations for both near-term and long-term strategies for implementation.

**Key Project Considerations.** In achieving project goals and meeting the project objectives described above, several factors should also be taken into consideration:

- *WYDOT Priorities.* Project partners stress the importance of working collaboratively with WYDOT to improve downtown Third Street. All recommendations should keep WYDOT's goals in focus and articulate how added streetscape improvements would or would not affect their goals.
- *Connectivity.* Third Street as it exists creates a barrier between the University and residential areas to the east and the historic downtown core to the west. Improvements that increase safe and comfortable connections for all modes across Third Street should be taken into account during the visioning process.
- *Context.* Project partners hope to see the Third Street streetscape support the expansion of their downtown core. They envision a vibrant corridor that achieves comfortable mobility for all modes of travel, encourages window shopping, lingering on the street, and attracts through-traffic to stop and visit Laramie businesses.
- *Transition Zones.* While the focus of this project is on Third Street between Lewis and Sheridan Streets, project partners would like basic recommendations for the how the transition zones along Third Street could be improved to slow traffic down as it approaches the downtown core.

**Deliverables.** Approximately three pre-site visit planning conference calls with Laramie partners and the New Mobility West team, a 2–3 day on-site visit, collaborative vision for the downtown portion of the Third Street corridor, stakeholder engagement, recommendations shown visually whenever possible, and a report detailing all findings.



**Timeline and Benchmarks.** Detailed project scoping and communication between the selected consultant(s) and the community will occur via conference calls during June 2016. This period will clearly establish roles, details of the forthcoming work and set project expectations, all of which will be solidified through a Memorandum of Understanding between the Laramie partners and the New Mobility West project team. The public visioning process will occur between all parties and stakeholders over two to three days on-site in Laramie, likely in July or August 2016. The final project report will be issued in October 2016.