

**Cheyenne Downtown Development Authority** 

2101 O'Neil Ave., Room 205, Cheyenne, WY 82001 307-433-9730

## MEMO

To:	DDA Board
From:	Thom Gabrukiewicz, DDA Administrator
Subject:	Outstanding Grant Application Requests
Date:	July 10, 2023

## STAFF RECOMMENDATION:

Staff recommends approval of the following Capital Improvements Grants: Children's Museum, MHP, Railspur, SAF Compliance LLC, Westby Edge, and Lariat. Each project now meets the objectives of the Capitol Improvement Grant program, which calls for project to be public-facing and will add improvements for the public good.

These requests include:

- 1. MHP, \$50,000
- 2. Railspur, \$50,000
- 3. Children's Museum, \$50,000
- SAF Compliance LLC (Central Plaza), \$50,000
- 5. Westby's Edge, \$33,000
- 6. Lariat, \$14,240

All application are attached to this staff report, and each application, with supporting documents, is available <u>here</u>.

## BACKGROUND:

DDA staff had concerns with the Storefront Enhancement Grant (SEG) and Business Improvement Grant (BIG) programs – specifically that they weren't authorized by the Governing Body through a Plan of Development. The prior programs, Capital Improvement Grant (CIG) and Façade Improvement Program (FIP) both were.

The prior programs were public facing and limited primarily to public improvements with very limited improvements on private property allowed (awnings and signage). Wyo. Stat. § 15-9-207(a)(iv) does give the DDA the power to plan and propose plans of development for improvement of private property including "…removal, site preparation, renovation, repair, remodeling, reconstruction or other changes in existing buildings which may be necessary or appropriate to the execution of any development plan which in the opinion of the board will aid and improve the downtown development area."

All outstanding grant applications that were submitted through BIG and SEG have been resubmitted under the CIG for consideration.

Due to the public nature of DDA grant awards, all improvements on private property should have a guarantee of public use or benefit for a reasonable time in the future. Failure to maintain the public benefitting improvements would require reimbursement of said funds to the DDA. Also, due the nature of this specific program, the board may entertain allowing reimbursement for already constructed improvements. This should be considered a one-time transitional policy deviation.

## **RECOMMENDED MOTIONS:**

Motions have been separated if board members wish to recuse from specific votes.

- 1. Move to **approve** the CIG Grant request by Railspur for curb, gutter, landscaping, and patio improvements, provided landscaping and patio improvements on private property are maintained as presented and accessible to the public for a minimum of five years.
- 2. Move to **approve** the CIG Grant request by SAF Compliance, LLC, for facade improvements provided facade improvements are maintained as presented for a minimum of five years.
- 3. Move to **approve** the CIG Grant request by Lariat for curb and gutter improvements.
- 4. Move to **approve** the CIG Grant request by Westby Edge for patio and green space improvements provided patio and green space improvements on private property are maintained as presented and accessible to the public for a minimum of five years.
- Move to approve the CIG grant request by the Children's Museum for facade and green space improvements provided façade and green space improvements on private property are maintained as presented and accessible to the public for a minimum of five years.
- 6. Move to **approve** the CIG Grant request by MHP to construct an ADA ramp and façade improvements provided that façade improvements on private property are maintained as presented and accessible to the public for a minimum of five years.

### **ATTACHMENTS:**

- 1. Railspur Application
- 2. SAF Compliance LLC Application
- 3. Lariat Application
- 4. Westby's Edge Application
- 5. Children's Museum Application
- 6. MHP Application

# Capital Improvement Grant Application

## CHEYENNE DDA CAPITAL IMPROVEMENT GRANT PROGRAM APPLICATION CHECKLIST

This checklist is provided to assist applicants in organizing their applications and to ensure that the requirements of the application process are fulfilled. This checklist is to be completed by the applicant and attached to the submitted application.

	requireme Date of co	the DDA office to discuss the ents. Obtain copies of all appli ontact:7-5-2023 ntacted: Thom Gabrukiewicz_	icable documents	-		lication
	project, if Date of co	t the City of Cheyenne Develo any. ontact: ntacted:	- 	verify City re	equirements	applicable to the
	3. Submi	t the completed application in	cluding the follow	ving:		
	A A A A A A A	Application form Drawing(s) showing existing Colored photographs to supp Written description of the pr A minimum of 2 estimates or Additional information or do Copy of City planning and zon Review applications and com	port or explain the oposed improver r quotes from qua cuments as appro ning applications	e applicatio ments alified contr opriate and Site Pla	n actors or vei	ndors
Date S	ubmitted to	o DDA:		-		
Applic	ant's Name	e: _Bent 15, LLC - Greg Vaughr	ı, Manager			
Addre	ss:1509	Bent Ave/314 W. 18th Street				-
City: _	Cheyenr	ne	St:WY	Zip:	82001	_
Phone	number: _	307-634-2151	Cell Phone:		7019	

	OVEMENT GRANT CATION
Applicant Information	For DDA use Only
Name:Bent 15, LLC	Date Received:
Address:1509 Bent Ave/314 W. 18th	Design Committee Meeting Date:
Street	Design Committee Action:
Phone:307-634-2151	
Email:gvaughn@mhpllp.com	DDA Board Meeting Date:
	DDA Board Action:
Improvemen	L In formation
Street Address of Proposed Project:1509 Be	
Building or Business Name:Bent 15, LLC/ M	
Description of Work Proposed:See	Attached Statement
Estimated Total Cost of Work:\$220,056 Amount of CIG Funds Requested:\$50,000_	5.71
Signature	Date:7/05/23
	g assistance I hereby state that I have reviewed and
understand the requirements, policies and procedures	

CHEYENNE DOWNTOWN DEVELOPMENT AUTHORITY



## Capital Improvement Grant Agreement

Date:7/5/2023	
Contact/Owner Name:Greg Vaughn	
Business Name:Bent 15, LLC	
Business/Property Address:1509 Bent Ave/314 W. 18th S	Street
CityCheyenneStateW	Y Zip Code82009
Phone Number:307-634-2151 Alternate	Phone Number:307-399-7019
Email:gvaughn@mhpllp.com	
Web address:	_
List of improvements to be made:	
See attached document	
Total of work to be completed: \$\$220,056.71	
Total that DDA has agreed to fund: \$	
The owner agrees to complete work within a period of 12 m all work as approved by the DDA. Any changes to the appro form to the DDA Design committee for review and approva maintained appropriately.	ved scope of work and costs must come in written
Signature of Business/Property Owner Date	
_Signature of DDA Representative Date	
<ul> <li>Attachments:</li> <li>Original CIG Application including: <ul> <li>Detailed list of improvements to be made</li> <li>Visuals of proposed work</li> <li>Detailed cost breakdown of proposed work</li> </ul> </li> <li>Minutes of Meeting from approval date (provided by DDA Staff)</li> </ul>	
	ç

To whom it may concern:

Bent 15, LLC is to complete a full remodel of the warehouse building at the corner of 15<sup>th</sup> and Bent Ave. This 100-year-old building is being transformed into a class A office space while keeping the charm and characteristics that made us want to purchase this building. We see this project as an opportunity to keep a historic building alive within a dilapidated portion of downtown Cheyenne. With this grant money, we are hoping to assist in offsetting costs associated with portions of the project that are public facing.

While we understand that the interior of the building is not something that the DDA is allowed to grant funds for, I do want to inform you of what we have had to do and will be doing for this building. When we purchased the building, it was a shell that had primarily been used for warehouse storage. Due to the age of the building we had to perform significant structural improvements to keep the property from collapsing and to be able to meet current building codes. We also had to tackle asbestos abatement and find ways to meet ADA codes. We are installing a new elevator, all new HVAC, electrical, subflooring/floors, efficient lighting, plumbing, and so much more.

On the exterior of the building and what we are applying for this grant we have the following projects:

- Removing non-ADA compliant entryway within the public right-of-way.
- Removing the existing loading dock on the western side of the building to provide larger sidewalks and to allow for a new entry to the building. This loading dock was within the public right-of-way.
- Create a new ADA compliant entry to the building within the public right-of-way.
- Work with the city to complete the following tasks by providing cash in lieu within the public right-of-way:
  - Repair/replace sidewalk, gutters, trees per the Site Plan.
  - Make the landing related to the ramp at the corner of 15<sup>th</sup> and Bent ADA compliant.
  - Create a right-of-way agreement with the city regarding the loading dock on 15<sup>th</sup> street.
- Add a balcony to the south side of the building above the loading dock. The loading dock and that side of the building is within the public right-of-way that is referred to above. A fire escape was required with a catwalk, however, to make the building more appealing to the public, we opted to make this a true balcony with outdoor space. The balcony also provides some cover for patrons for the store fronts that are located beneath and along 15<sup>th</sup> Street.

Included in our package, please find:

- Grant Application
- Richardson Construction Costs = \$200,056.71
- Note regarding absence of ADA ramp cost with an estimated cost of \$20,000
- Right-Of-Way License Agreement for the loading dock on the 15<sup>th</sup> Street side of the building where concrete work will be performed, the ADA ramp will be altered, and the balcony will be installed.
- Images showing the expected exterior of the building.
- Image showing the current exterior of the building and before removal of loading dock.
- Site plan from the City of Cheyenne engineering office. This also shows the work needed to be done for the ADA compliant ramp.
- We have a second bid from another contractor however he asked that this not be made public.
   We can share certain aspects if needed.

We look forward to hearing from you regarding our application and appreciate the time you are taking out of your busy schedule to help out downtown Cheyenne. Please do not hesitate to ask any questions you may have.

Sincerely,

Ang Vaylow

Greg Vaughn Bent 15, LLC, Manager



Bent 15 LLC 314 W. 18<sup>th</sup> Street Cheyenne, WY 82001

Greg,

Please see the attached break out of the requested items for exterior work that is being performed at 1509 Bent Ave, in Cheyenne, Wyoming.

MHP Exterior Work	
	\$
Exterior Painting	12,225.00
	\$
Exterior Improvements, Concrete side walks, curb and gutter	44,000.00
	\$
Foundation Wall Pilaster for Balcony	68,780.00
	\$
Concrete Treads	8,220.00
	\$
Metal Work Exterior Balcony	58,401.71
	\$
Demo of concrete on exterior	8,430.00
Posible additional exterior improvements based on City Requirements	TBD
	\$
Total Exterior Work	200,056.71

Please feel free to reach out to me with any questions.

Thank You,

Matthew DeMartin Project Manager 307-365-5242 Matt.d@rciwyo.com To whom it may concern,

As part of Bent 15, LLC's remodel, the City of Cheyenne is requiring us to expand the ramp from the southern facing loading dock to be ADA compliant. As this will be part of the 15<sup>th</sup> Street Experience, the City of Cheyenne has requested Bent 15, LLC to provide Cash-In-Lieu for this portion of the project as it will not be completed until the 15<sup>th</sup> Street Experience has been approved and started. Bent 15, LLC has agreed verbally to the City of Cheyenne to cover 1/3 of the cost of this project. Per a phone call with Tom Cobb, City Engineer, the week of July 3<sup>rd</sup> he noted he would have that amount to us by Friday July 7<sup>th</sup>. Unfortunately, that did not happen and Tom is out of the office through Wednesday of this week. Inquiries to his support person went unanswered. We are estimating at a minimum for this cost to be \$20,000 for Bent 15, LLC's portion. Should we receive the actual amount prior to the meeting on Thursday, we will promptly provide.

Sincerely,

Day Vaylow

Greg Vaughn Bent 15, LLC, Manager

## CITY CONTRACT #\_\_\_\_7716

## **RIGHT-OF-WAY LICENSE AGREEMENT**

This Right-of-Way License Agreement ("Agreement") is by and between the City of Cheyenne, a municipal corporation organized and existing under the laws of the State of Wyoming ("City"), whose address is 2101 O'Neil Avenue, Cheyenne, Wyoming 82001, and Bent 15 LLC ("Licensee"), whose address is 314 W 18th Street Cheyenne, WY 82001. The City and the Licensee are collectively referred to as "Party" or "Parties." This Agreement shall become effective upon the date of the last signature affixed hereto.

## **RECITALS:**

WHEREAS, the Licensee holds interest in approximately 0.51 acres of land in the City of Cheyenne, County of Laramie, State of Wyoming ("Property"), known as 1509 Bent Avenue and more particularly described as being:

A Portion of Lots 12, 13, 14, 15, 16, 17 and 18, Block 413, Original City of Cheyenne, Laramie County, Wyoming;

WHEREAS, the Property is an historic building developed at one-hundred percent (100%) lot coverage and with required access and other appurtenances encroaching into the public Right-of-Way ("Facilities");

WHEREAS, Licensee desires to redevelop their ownership portion of the Property for professional offices;

WHEREAS, said Facilities, either retained as-is, or modified and updated to current code(s) are necessary for the operation of, and access to, the Property and are shown on **Exhibit** A "*Site Plan for 1509 Bent Avenue*" [City Planning and Development project number UDC-22-00418] (hereinafter "Plan"), attached hereto and incorporated by reference; and,

WHEREAS, the City is prepared to grant a license to allow continued use of the Right-of-Way ("License") pursuant to the certain terms and conditions herein.

NOW, THEREFORE, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. <u>Grant of License</u>. The City grants to Licensee, its successors and assigns, the temporary, non-exclusive privilege of using the adjacent City Rights-of-Way, commonly referred to as Bent Avenue, West 15<sup>th</sup> Street, and the Alley of said Block 413, more or less as shown on the Plan, subject to the terms and conditions contained herein, and subject to any requirements or limitations of law, now or in the future, which may restrict the use or enjoyment of this License.

2. <u>Term; Termination</u>. This Agreement shall not be effective until it is approved by the Parties, and until the Plan is approved by the City Planning and Development Office; the License shall be perpetual until and unless modified or terminated in writing by the parties or as



otherwise provided for herein. The City shall have the right, at its option as specified herein, to terminate this License Agreement to Licensee, if:

a. Licensee's Facilities are maintained or used in violation of the terms, covenants and conditions of this Agreement or applicable laws, rules, regulations, codes and ordinances of any federal, state or local governmental authority having jurisdiction;

b. Licensee attempts to sell, assign, transfer, sublet or apportion all or part of its rights or obligations hereunder to, or permits Licensee's Facilities to be used by an entity not a party to this Agreement, without the prior written consent of City;

c. Licensee fails to comply with any of the terms, covenants and conditions of this Agreement or defaults in any of its obligations hereunder; or Licensee terminates its business operations; or,

d. Licensee ceases to operate Licensee's Facilities for a period of two consecutive years.

3. <u>Notification of Default.</u> The City will promptly notify Licensee in writing of any default specified in the preceding Section 2. If Licensee fails to cure such default within thirty (30) days after such notice is given, the City may immediately terminate the License Agreement with respect to the private use of Right-Of-Way that was the subject of such default. In the event of termination of any of Licensee's authorizations hereunder, Licensee will remove its facilities from the Private Rights-Of-Way within 60 days after the effective date of the termination. If Licensee fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at Licensee's expense and without any liability on the part of City for damage or injury to such facilities or interruption of Licensee's services. Agreement is a covenant running with the Property.

4. <u>Responsibilities of Licensee</u>. The Licensee, its successors and assigns, covenant and agree to perform and abide by each and every of the following:

a. Licensee shall pay to the City, on each successive occasion of use, the costs of any and all damages which may result from Licensee's use of this right-of-way.

b. Licensee shall be solely responsible for any and all installations, repairs, maintenance, or other costs associated with its use of this right-of-way, whether such costs are specifically enumerated herein or not.

c. Any installation, alteration, or modification of any and all utility lines or structures shall be subject to appropriate review and approval by the City and shall be in compliance with any and all current standards and applicable federal, state, or local laws, codes, and ordinances, as may from time to time be amended. Any future alteration or modification of the Facilities, utility, or device within the existing right-of-way that is required, requested, or agreed to by the City shall be completed without delay and without cost to the City.

d. Upon request, the Licensee agrees, when needed by the City for future construction and/or maintenance activities, or upon written request of the City, to locate and mark any underground Facilities, utility, or device being licensed in the following manner:

i. Marking of the Facilities on the ground, as specified by Wyo. Stat. § 37-12-301, *et seq.*, with the appropriate color. Location information will also include the nature and elevation of the Facilities. For each location, the utility shall be tied both horizontally and vertically, by coordinates, to a datum determined by City and certified by a licensed surveyor. The information will be shown on plans created by Licensee, the utility company or Facilities owner. A copy of the plans will be sent to the City. Costs associated with identifying and locating the Facilities, as may be required from time to time, will be the responsibility of Licensee.

e. The Licensee shall be responsible for all maintenance and repair of the Facilities and all associated structures and appurtenances within and/or exclusively serving the Property.

5. <u>Access Easement and Responsibilities of City</u>. In the event the City requires access to the Facilities in service of the regular maintenance of the City's Right-of-Way, the City is granted a permanent easement for access to the Facilities. If the City exercises this provision, the City will repair, replace, or rebuild any and all damage to the private property which shall be occasioned by said maintenance or other access to the Facilities at the City's expense.

6. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective personal representatives, heirs, successors, grantees, and assigns. This Agreement shall be recorded in the official records of the Clerk of Laramie County, Wyoming.

## 7. <u>General Provisions</u>.

a. <u>Amendments</u>. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the Parties to this Agreement shall be incorporated by written instrument, executed and signed by all Parties to this Agreement.

b. <u>Assignment</u>. No Party may assign or transfer the responsibilities or agreements made herein without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.

c. <u>Applicable Law</u>. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the Parties, and the venue shall be in the First Judicial District, Laramie County, Wyoming.

d. <u>Compliance with Laws</u>. The Parties shall keep informed of and comply

with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

e. <u>Indemnification</u>. Each Party to this Agreement assumes the risk of any liability arising from its own conduct. Each Party agrees that it will be responsible for any loss, claim, damages, or demands resulting from its negligence and the negligence of its employees and agents. Neither Party agrees to insure, defend, or indemnify the other.

f. <u>Nondiscrimination</u>. The Parties shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105, *et seq.*, the Americans With Disabilities Act (ADA), as amended, 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto, and shall not discriminate against any individual on the grounds of age, sex, creed, color, race, religion, national origin, ancestry, pregnancy, or qualifying disability in connection with the performance under this Agreement.

g. <u>Governmental Immunity</u>. The City does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a governmental entity pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable laws. Designation of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity.

h. <u>Third-Party Beneficiary Rights</u>. The Parties do not intend to create in any other individual or entity, the status of third-party beneficiary and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement. The Parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

i. <u>Force Majeure</u>. The performance of this Agreement by the Parties shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance required by this Agreement. This Agreement may be cancelled by any Party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other Party.

j. <u>Severability</u>. If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

RECORDED 4/11/2023 AT 4:28 PM BK# 2830 PG# 1294 Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 5 OF 7

RECP #: 854573

k. <u>Notice</u>. All notices arising out of or from the provisions of this Agreement shall be in writing and given to the Party either by regular mail or delivery in person.

1. <u>Prior Approval</u>. This Agreement shall not be binding upon the Parties, no services shall be performed under the terms of this Agreement, and no payments shall be made until this Agreement has been reduced to writing and approved by all necessary authorities.

m. <u>Entirety of Contract</u>. This Agreement and Exhibit represent the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

8. <u>Signatures</u>. In witness whereof, the Parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below and certify that they have read, understood, and knowingly and voluntarily agreed to the terms and conditions of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Date Attest:

CITY OF CHEYEN

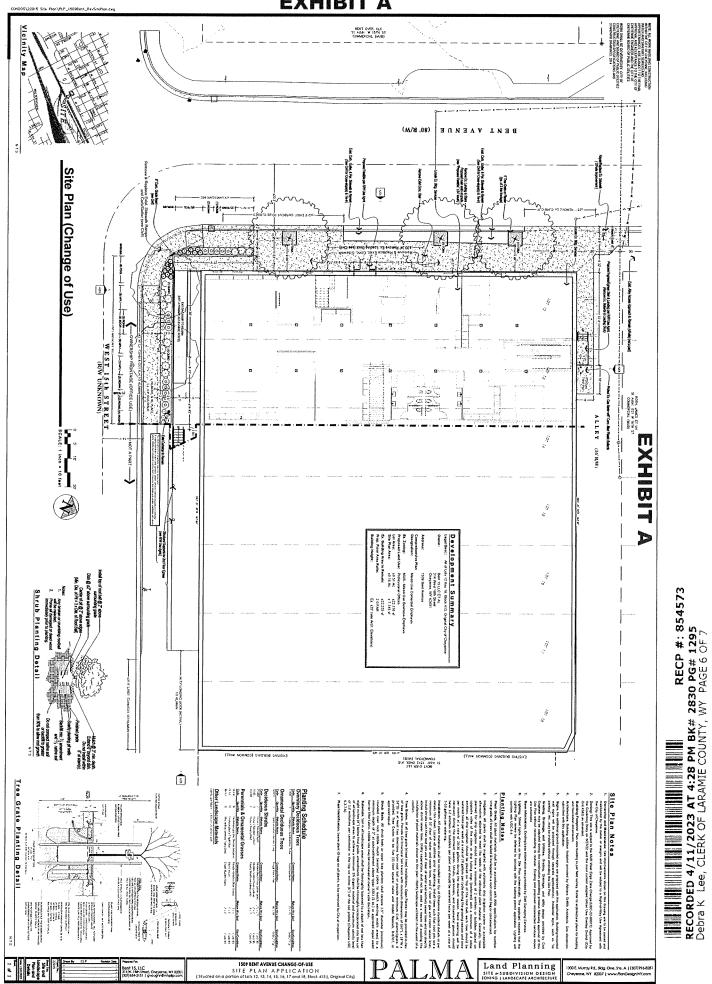
Patrick Collins, Mayor

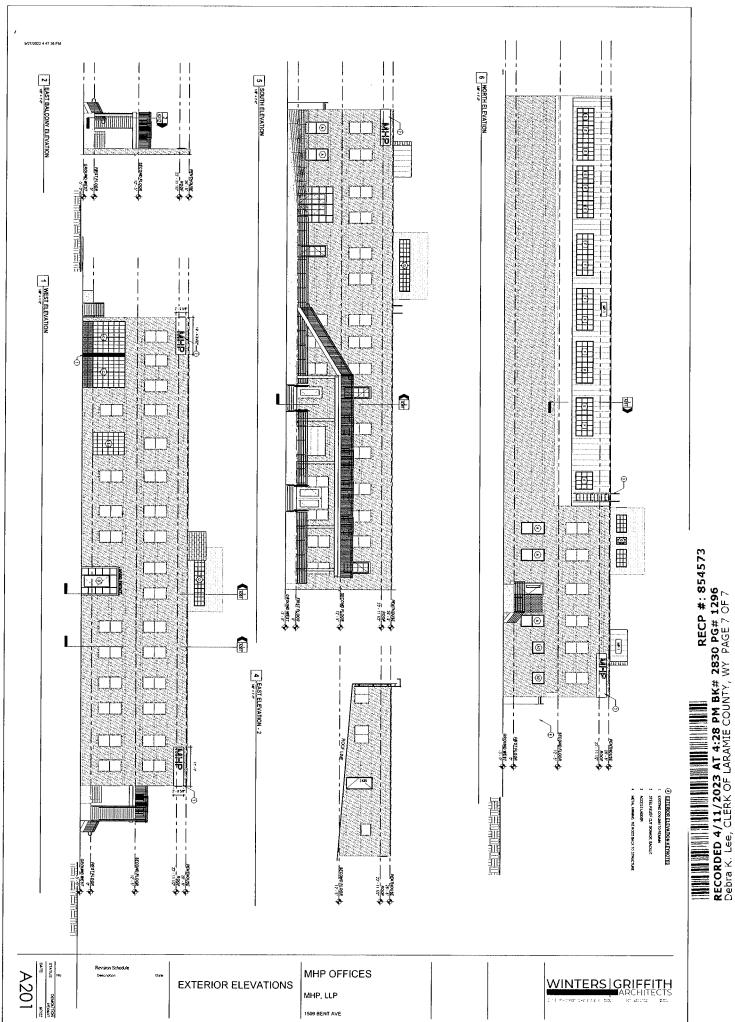
Kristina F. Jones.

4/10/23

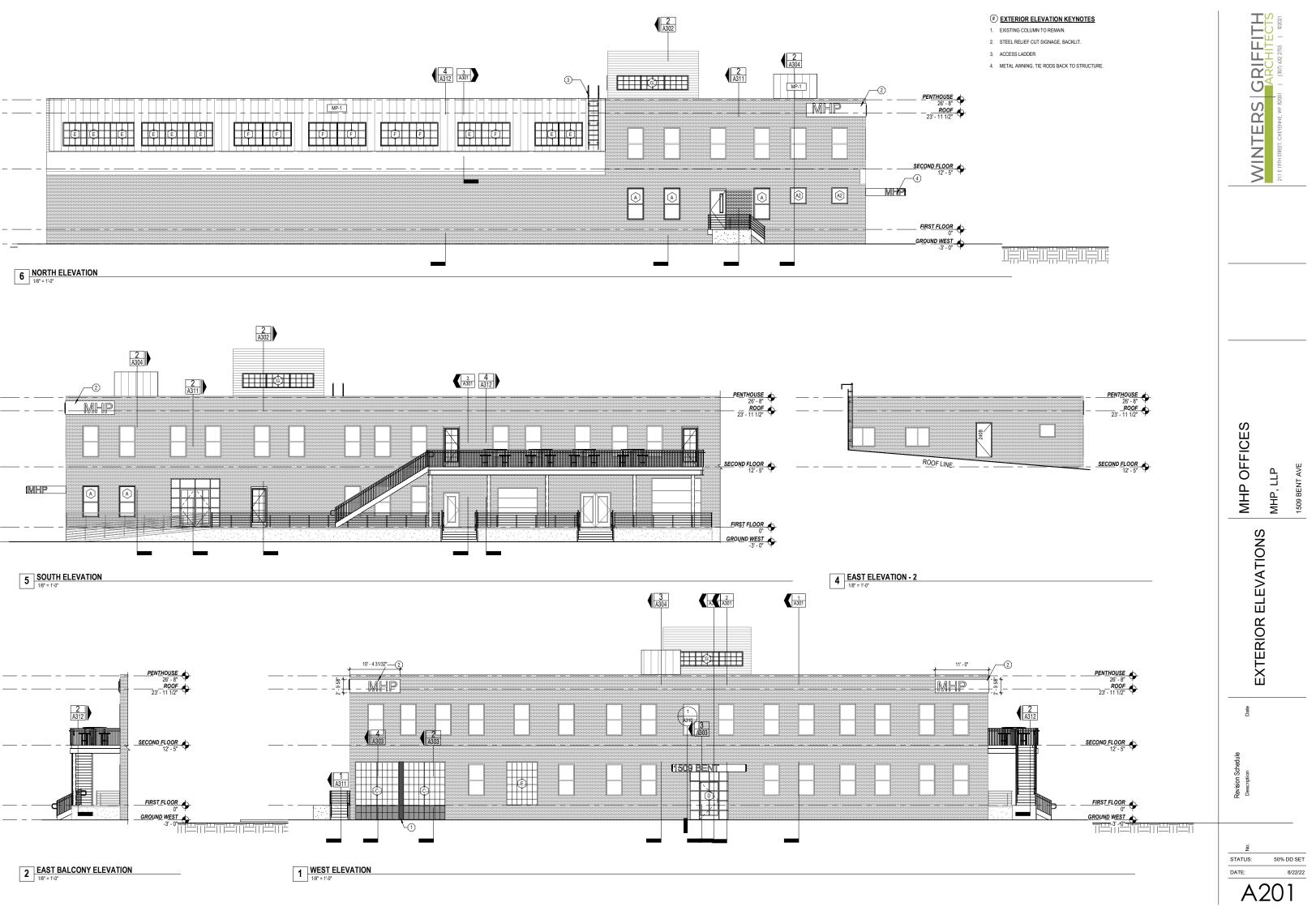
**BENT 15 LLC** Jaugho Print Name: Greg Title: Manag

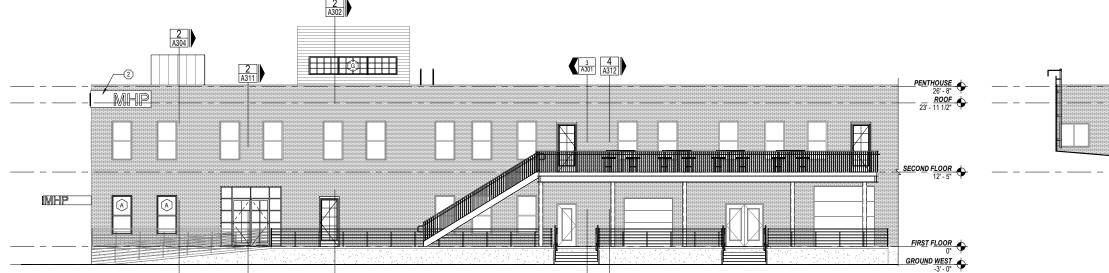


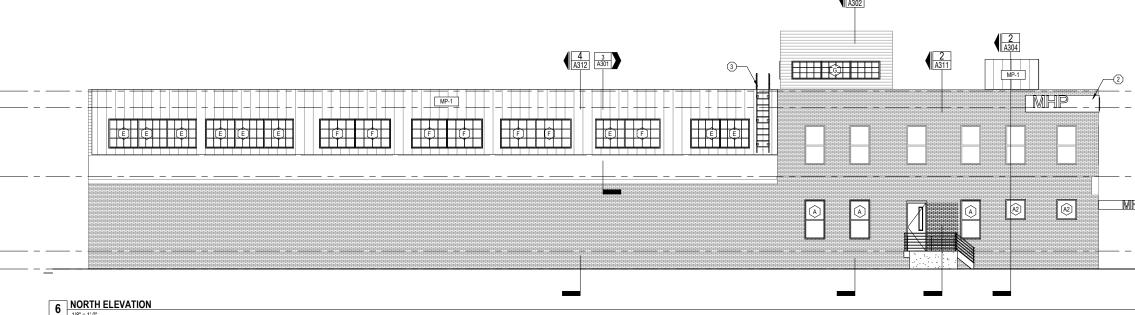






















**CITY ENGINEER'S OFFICE** 2101 O'Neil Avenue Cheyenne, Wyoming 82001

A COMMUNITY OF CHOICE

May 2, 2023

Lovas Engineering Attn: Chris Lovas 1869 Grizzly Gulch Cheyenne, WY 82009

RE: Review Comments for MHP Offices EPR-23-00022 (1st Review)

Dear Mr. Lovas,

The Site Plan and Engineering Plan Review EPR processes are separate. This letter may include similar comments to those received from the Development and Planning Office. You will need to resubmit a response letter and updated plans to the Engineering Department separate of Development and Planning. Please feel free to call the City Engineer's office or Board of Public Utilities with questions regarding the comments or to schedule a comment resolution meeting. An approval letter will be forthcoming once the EPR review is complete with no comments on the submittal.

The Engineering Plan Review comments for the above referenced project are listed below. Please note that additional comments may be necessary on subsequent submittals. This review does not relieve the developer from the responsibility of meeting all requirements of City code and specifications.

### **Development (Erin Fagan):**

• Plans match approved Site Plan. UDC-22-00418. The ROW Licensing agreement needs to be signed.

### **Engineering (Cassie Pickett and Sam Berta):**

• Engineering markups attached.

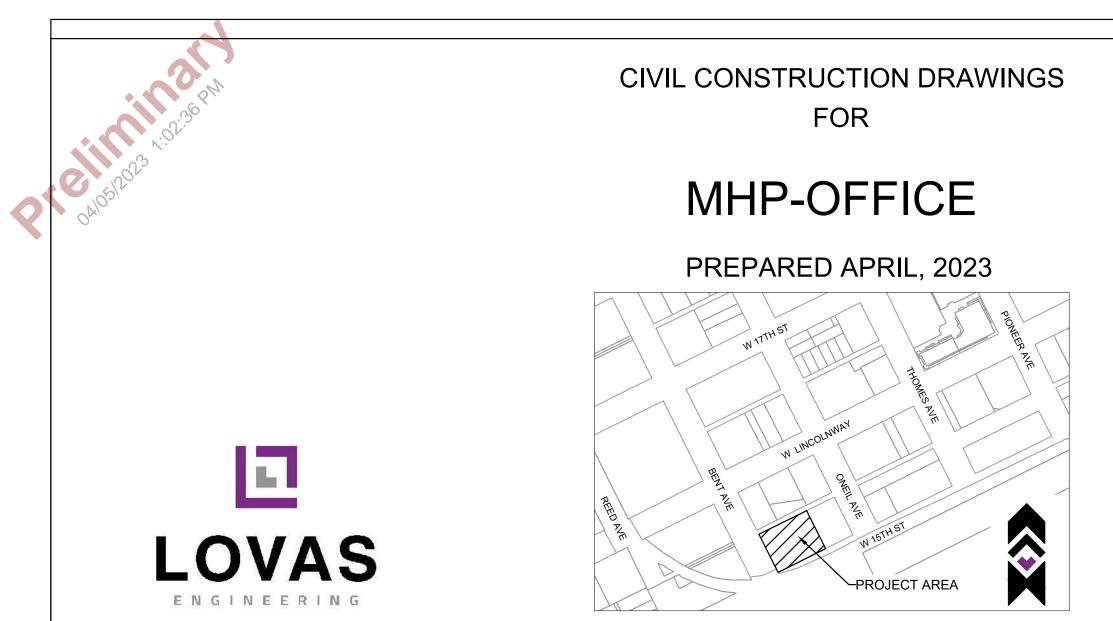
Please feel free to call me if you have any questions regarding these comments. Contact the City Engineer's Office if you would like to schedule a comment resolution meeting.

Respectfully,

Casse Picket

Cassie Pickett, P.E. Senior Staff Engineer

Attachment



NAME	REVIEW COMPLETED
DOUG KLAHN	
CASSIE PICKETT	Comments Attached
WES BAY	
TOM COBB	
SAM BERTA	

#### ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF WYOMING

	INDEX
SHEET	DESCRIPTION
C1 C2 C3 C4 C5 C6 EC1 XS1 - XS2 D1 - D2	TITLE SHEET GENERAL NOTES SITE PLAN GRADING PLAN SPOT ELEVATIONS EXHIBIT SURFACING & SIGNAGE PLAN EROSION CONTROL PLAN CROSS SECTIONS DETAILS

### REVIEWED AND APPROVED PER CITY OF CHEYENNE STANDARDS, ORDINANCES AND CODES

CITY OF CHEYENNE ENGINEERING	DATE APPROVED
CITY OF CHEYENNE FIRE DEPARTMENT	DATE APPROVED
CITY OF CHEYENNE BOARD OF PUBLIC UTILITIES	DATE APPROVED



1809 GRIZZLY GULCH CHEYENNE, WY 82009 307:421.7835 LOVASENGINEERING.COM

#### GENERAL NOTES:

- 1. ALL WORK SHOWN ON THESE CIVIL DRAWINGS WHETHER PUBLIC OR PRIVATE IMPROVEMENTS SHALL COMPLY WITH THE CITY OF CHEYENNE, BOARD OF PUBLIC UTILITIES CONSTRUCTION SPECIFICATIONS LATEST VERSION, AND THE PROJECT SPECIFICATIONS, IF CONFLICTS EXIST BETWEEN THE PROJECT SPECIFICATIONS AND/OR DRAWING, AND THE CITY SPECIFICATIONS, THE PROJECT SPECIFICATIONS AND/OR DRAWINGS SHALL BE REVIEWED AND THE MORE STRINGENT OR CONSERVATIVE SPECIFICATION BENEFITING THE OWNER SHALL PREVAIL.
- 2. ALL WORK IN RIGHT-OF-WAY SHALL CONFORM TO CITY OF CHEYENNE AND BOPU CONSTRUCTION SPECIFICATIONS AND THE CONSTRUCTION PLANS IN THEIR ENTIRETY.
- 3. ALL WORK IN THE RIGHT-OF-WAY REQUIRES A "RIGHT-OF-WAY CONSTRUCTION PERMIT". TWO SETS OF APPROVED PLANS SHALL ACCOMPANY RIGHT-OF-WAY PERMIT APPLICATION AS WELL AS TRAFFIC CONTROL PLAN. NO WORK IN THE RIGHT-OF-WAY SHALL BEGIN UNTIL PERMIT HAS BEEN APPROVED AND ISSUED.
- PLEASE REFER TO OTHER REQUIREMENTS & SPECIAL CONDITIONS AS PROVIDED FOR IN THE CONTRACT DOCUMENTS WHICH ARE HEREBY INCORPORATED HEREIN BY REFERENCE.
- PLEASE INCORPORATE ALL OTHER NOTES AS MAY BE PRESENTED WITHIN AND THROUGHOUT THIS PLAN SET AS SET FORTH HEREIN.
- 6. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A DETAILED WRITTEN CONSTRUCTION PLAN, TRAFFIC CONTROL PLAN AND CONSTRUCTION SCHEDULE TO BE APPROVED BY THE OWNER PRIOR TO THE PRE-CONSTRUCTION MEETING.
- THE CONTRACTOR SHALL HIRE AN INDEPENDENT REPUTABLE MATERIAL TESTING COMPANY FOR MATERIAL, COMPACTION, ETC TESTS TO COMPLETE THE PROJECT.
- 8. THE CONTRACTOR'S SURVEYOR SHALL VERIFY PROJECT HORIZONTAL AND VERTICAL CONTROL WITH A LEVEL LOOP PRIOR TO BEGINNING ANY CONSTRUCTION WORK AND NOTIFY THE ENGINEER IF A DISCREPANCY IS FOUND.
- ALL STRUCTURES SHALL BE STAKED AND CONSTRUCTED ACCORDING TO THE STAMPED FOUNDATION PLAN.

#### **GENERAL / GRADING NOTES:**

- 1. ALL STATIONING IS ALONG BASELINE CENTERLINE, UNLESS OTHERWISE NOTED.
- 2. IN THE PLAN AND PROFILE SHEETS, LT. IS LEFT AND RT. IS RIGHT OF CENTERLINE LOOKING "UPSTATION" ALONG CENTERLINE.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION (HORIZONTAL AND VERTICAL) AND SIZE (OUTSIDE DIAMETER, ETC.) OF ALL EXISTING IMPROVEMENTS THAT MAY BE AFFECTED BY THE CONSTRUCTION WITHIN PROJECT LIMITS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO THE CONSTRUCTION OF IMPROVEMENTS THAT ARE AFFECTED BY INFORMATION THAT DIFFERS FROM THAT SHOWN ON THESE PLANS.
- 4. ANY UTILITIES OR IMPROVEMENTS THAT ARE DISCOVERED DURING CONSTRUCTION THAT ARE NOT SHOWN ON THE PLANS SHALL BE IMMEDIATELY BROUGHT TO THE ENGINEERS ATTENTION.
- LOCATIONS OF POTENTIAL CONFLICT BETWEEN EXISTING UTILITIES AND NEW CONSTRUCTION SHALL BE POT-HOLED AND THE EXISTING IMPROVEMENTS SHALL BE SURVEYED. THE SURVEY RESULTS SHALL BE PRESENTED TO THE OWNER & LOVAS ENGINEERING AND ANY DESIGN CHANGES WILL TAKE UP TO 5 WORKING DAYS TO RETURN TO THE CONTRACTOR.
   THE CONTRACTOR SHALL NOT OPERATE ANY FACILITIES OWNED BY ANY UTILITY.
- THE CONTRACTOR SHALL NOT OPERATE ANY FACILITIES OWNED BY ANY OTHER T.
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   THE CONTRACTOR SHALL NOT OPERATE ANY FACILITY OF CHEVEN AND/OR THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS AS NOTED PRIOR TO COMMENCEMENT OF ANY WORK ON THE PROJECT.
- 9. THE CONTRACTOR SHALL PROVIDE A COMPLETE SET OF AS-BUILT RECORD DRAWINGS TO THE OWNER AT THE END OF THE PROJECT. THE DRAWINGS SHALL BE COMPLETE WITH DETAILS, DIMENSIONS, AND ELEVATIONS OF ALL INSTALLATIONS VARYING FROM THESE PLANS (SEE CONTRACTOR'S AS-BUILT DRAWING NOTES, THIS SHEET). CONTRACTOR MUST INITIAL EACH SHEET IN THE PLANS.
  - OWNER 1 SET
  - ENGINEER 1 SET
- 10. ANY DAMAGE TO ANYTHING OUTSIDE THE CONSTRUCTION LIMITS OR INTENTS SHALL BE REPAIRED OR REPLACED PER CITY STANDARDS AND SPECIFICATIONS AT NO COST TO THE OWNER.
- 1. THE CONTRACTOR SHALL CONTROL STORMWATER RUNOFF, DUST AND MUD FROM ALL CONSTRUCTION ACTIVITIES PER STATE AND FEDERAL REQUIREMENTS, INCLUDING ACCESS ROADS THROUGHOUT CONSTRUCTION.
- 12. THE CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS STORMWATER MANAGEMENT, SEDIMENT, EROSION CONTROL AND FULL REHABILITATION OF ALL DAMAGED IMPROVEMENTS, INCLUDING CULVERTS TO ORIGINAL OR BETTER CONDITION. AFTER A STORMEVENT, ALL STANDING WATER SHALL BE PUMPED OUT TO PROTECT ROADWAY SUBGRADE.
- 3. GRADE ALL WORK AREAS TO MAINTAIN POSITIVE SURFACE DRAINAGE DURING THE WORK.
- 14. ALL REMOVED MATERIALS (UNSUITABLE SOIL, EXCESS MATERIAL, ROCK MATERIAL, STRUCTURES, PIPE, ETC.) SHALL BE PROPERLY DISPOSED OF, OFF SITE, AT THE CONTRACTOR'S EXPENSE UNLESS DESIGNATED OTHERWISE.
- 15. LOVAS ENGINEERING & THE OWNER ARE NOT A GUARANTOR OF THE CONSTRUCTING CONTRACTORS OBLIGATION AND PERFORMANCE OF WORK.
- 16. LOVAS ENGINEERING & THE OWNER ARE NOT RESPONSIBLE FOR SAFETY, IN, ON, OR ABOUT THE PROJECT SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY OF ANY REGULATIONS THERETO.
- 17. LOVAS ENGINEERING & THE OWNER EXERCISE NO CONTROL OF THE SAFETY OR ADEQUACY OF ANY EQUIPMENT, BUILDING COMPONENTS, SCAFFOLDING, FORMS, OR OTHER WORK AIDS USED IN OR ABOUT THE PROJECT, OR IN THE SUPERVISION OF THE SAME.
- 18. ALL NOTES AND REQUIREMENTS IDENTIFIED IN THE BID PACKAGE ARE APPLICABLE AND PART OF THE ENTIRE CONSTRUCTION DOCUMENTS.
- 19. REFER TO OWNERS GEOTECHNICAL ENGINEERING REPORT AND ADDENDUM (IF PRESENT) FOR SOIL CONDITIONS, GROUNDWATER & RECOMMENDATIONS FOR THIS PROJECT. THE CONTRACTOR SHALL MAKE THEIR OWN CONCLUSIONS FROM THE INFORMATION AND DETERMINE EFFORTS FOR COMPACTION AND DEWATERING BASED ON THIS REPORT AND OTHER INFORMATION INCLUDED IN THE PLANS AND SPECIFICATIONS.
- 20. EMBANKMENTS AND ALL FILL SHALL BE PLACED IN 8" MAXIMUM LIFTS COMPACTED TO 95% OF MAXIMUM DRY DENSITY WITH A MOISTURE CONTENT OF + 2%, -4% OPTIMUM PER THE CITY OF CHEYENNE STANDARD SPECIFICATIONS SECTION 2210.
- 12. QUALITY ASSURANCE MATERIAL TESTING FOR ALL FILL AREAS, ALL BASE MATERIAL, ALL SURFACING (GRAVEL, ASPHALT, CONCRETE, ETC.) WILL BE PERFORMED BY AN INDEPENDENT TESTING LAB, HIRED BY THE CONTRACTOR, FOR VERIFICATION OF CONTRACTOR'S COMPLIANCE. THE CONTRACTOR IS NOT RELIEVED FROM COMPLYING WITH ALL APPLICABLE SPECIFICATIONS. ANY RETESTS REQUIRED WILL BE PAID FOR BY THE CONTRACTOR. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SCHEDULE TESTING AND PROVIDE TEST RESULTS TO THE ENGINEER.
- 13. EMBANKMENTS CONSTRUCTED FOR THE PURPOSE OF STORMWATER DETENTION REQUIRE COMPACTION TESTING. COMPACTION LOGS MUST BE PROVIDED TO THE ENGINEER PRIOR TO POND VOLUME CERTIFICATION.
- 14. STORMWATER DETENTION FACILITIES MUST BE CERTIFIED PRIOR TO RECEIVING A C.O. IT IS RECOMMENDED THE CONTRACTOR REQUEST TOPOGRAPHIC SURVEY TO CHECK ELEVATIONS AND STORAGE CAPACITY PRIOR TO ANY CONCRETE OR LANDSCAPING IN THE DETENTION FACILITY.

#### PARKING LOT/STREET/SURFACING CONSTRUCTION NOTES:

- ALL ASPHALT IS TO BE PLACED FROM A CURRENT YEAR'S APPROVED MIX DESIGN. TACK SHALL BE REQUIRED BETWEEN LIFTS IF TOP LIFT IS NOT PLACED WITHIN 24 HOURS OR IF BOTTOM LIFT BECOMES EXCESSIVELY DIRTY.
- BACKFILL IS TO BE PLACED AND COMPACTED AS SOON AS PRACTICAL BEHIND THE CURB AND GUTTER TO PROVIDE PROPER DRAINAGE AND PREVENT EXCESSIVE INFILTRATION INTO THE SUBGRADE. BACKFILL SHALL BE COMPLETED PRIOR TO ASPHALT PAVING ACTIVITIES.
- 3. DESIGN SLOPES AND ELEVATIONS SHOWN IN STREET PROFILES ARE ALONG CENTERLINE OF STREET/PARKING LOT UNLESS INDICATED OTHERWISE.
- 4. STATIONING SHOWN IN SITE PROFILES IS ALONG BASELINE.
- 5. SPOT ELEVATIONS SHOWN ON PARKING LOT PLANS FOR CURB LINES ARE TO DESIGN TOP BACK OF CURB UNLESS OTHERWISE NOTED.
- 6. ADA RAMPS SHALL BE INSTALLED PER THE DETAILS IN THE CONSTRUCTION PLANS & ADA STANDARDS WITH THE UNDERSTANDING ADJUSTMENTS MIGHT BE NEEDED AS EACH RAMP IS SLIGHTLY DIFFERENT THAN THE OTHER. CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL RAMPS AND ACCESSIBLE ROUTES ARE COMPLIANT WITH ADA AND CITY OF CHEYENNE STANDARDS.
- THE OWNER AND/OR THE ENGINEER RESERVES THE RIGHT TO MAKE ADJUSTMENTS TO CURB/GUTTER STRINGLINE AND CONCRETE FORMS TO OPTIMIZE THE DESIGN AT NO ADDITIONAL COST TO THE OWNER.
- 8. CONCRETE TO BE PLACED SHALL HAVE A CURRENT YEAR'S APPROVED MIX DESIGN.
- CONCRETE WITHIN THE PUBLIC RIGHT OF WAY SHALL BE 4500 PSI WITH FIBER REINFORCEMENT. (DOUBLE GUTTER, CURB FILLETS, CURB AND GUTTER).
- 10. CONCRETE WITHIN THE PROJECT SITE SHALL BE 4500 PSI WITH FIBER REINFORCEMENT
- 11. WHEN AN EXISTING ASPHALT STREET MUST BE CUT, THE STREET SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION AND MEETING CITY STANDARD DRAWING 02515-01. THE EXISTING STREET CONDITION SHALL BE DOCUMENTED BY THE ENGINEER AND CITY OF CHEYENNE CONSTRUCTION INSPECTOR. THE FINISHED PATCH SHALL BLEND SMOOTHLY INTO EXISTING SURFACE. ALL LARGE PATCHES SHALL BE PAVED WITH AN ASPHALT LAY-DOWN MACHINE.
- 12. UPON COMPLETION OF CONSTRUCTION, THE SITE SHALL BE CLEANED AND RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED BEFORE CONSTRUCTION, OR TO THE GRADES AND CONDITION REQUIRED BY THE THESE PLAN.

#### UTILITY LOCATION NOTES:

- 1. CALL FOR UTILITY LOCATES 48 HOURS BEFORE DIGGING IN THE CONSTRUCTION SITE: DIAL 811
- UTILITY OWNER REPRESENTATIVE SHALL BE PRESENT FOR ALL UTILITY POT HOLING ACTIVITIES
   CONTRACTOR IS RESPONSIBLE FOR NOTING ALL UTILITY LOCATIONS ON THE AS-BUILT SET OF DRAWINGS IF THE DOCUMENTS ARE NOT ACCURATE
- THE CONTRACTOR SHALL VERIFY ALL ABANDONED UTILITIES IN THE PROJECT PRIOR BEGINNING CONSTRUCTION.
- 5. THE EXISTING UTILITIES SHOWN IN THESE DRAWINGS ARE NOT GUARANTEES FOR THE EXISTENCE OR NON-EXISTENCE OF THE UTILITY NOR IT'S LOCATION. UTILITIES MAY EXIST WHICH ARE NOT SHOWN IN THESE DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR OBTAINING UTILITY LOCATES REGARDLESS OF WHETHER OR NOT UTILITIES ARE SHOWN IN THE DRAWINGS

#### PERMITS REQUIRED:

PERMITS & ASSOCIATED FEES REQUIRED TO BE OBTAINED BY THE CONTRACTOR FOR THIS PROJECT MAY INCLUDE, BUT MAY NOT BE LIMITED TO THE FOLLOWING:

DUST CONTROL PLAN BY CONTRACTOR WITH APPROVAL BY CITY OF CHEYENNE. RIGHT-OF-WAY PERMIT: CITY OF CHEYENNE BY CONTRACTOR GRADING PERMIT: CITY OF CHEYENNE BY CONTRACTOR CONSTRUCTION WATER: CONTRACTOR SOURCE STORM WATER POLLUTION PLAN AND PERMIT TO DISCHARGE FROM DEQ.

#### CONTRACTOR'S AS-BUILT DRAWING NOTES:

- 1. THE CONTRACTOR SHALL PROVIDE, AT THE COMPLETION OF THE PROJECT OR EACH PHASE OF THE PROJECT, A COMPLETE SET OF REPRODUCIBLE "AS-BUILT" DRAWINGS TO THE OWNER PRIOR TO FINAL PAYMENT. THE AS-BUILT DRAWINGS WILL CONSIST OF A MARKED-UP SET OF "ISSUED FOR CONSTRUCTION" DRAWINGS VERIFYING THE FOLLOWING:
  - 1.5. ELEVATIONS AT FLOWLINE OF CURB AND GUTTER AT DESIGN LOCATIONS AND GRADE BREAK. ELEVATION OF INLET AND TOP OF CURB AT CURB INLETS.
  - 1.6 ANY OTHER VARIATIONS FROM THE CONSTRUCTION DOCUMENTS MUST BE CLEARLY NOTED AND DETAILED ON THE PLANS.
- 2. THE FINAL AS-BUILT DRAWING CERTIFICATE SHALL BE SIGNED ON EACH SHEET BY THE CONTRACTOR OR SUBCONTRACTOR RESPONSIBLE FOR THE WORK. GENERAL CONTRACTOR RESPONSIBLE FOR OBTAINING SIGNATURES ON EACH SHEET.
- 3. CONTRACTOR AS-BUILT DRAWINGS WILL BE DUE PRIOR TO SUBMITTING THE FINAL PAY REQUEST. NON-CONFORMING AS-BUILT DRAWINGS WILL BE RETURNED TO THE CONTRACTOR FOR REVISIONS AND RESUBMITTAL. FINAL PAYMENT WILL NOT BE ISSUED UNTIL THE OWNER HAS REVIEWED AND APPROVED THE AS-BUILT DRAWINGS.

### DRAWING SCALE NOTES:

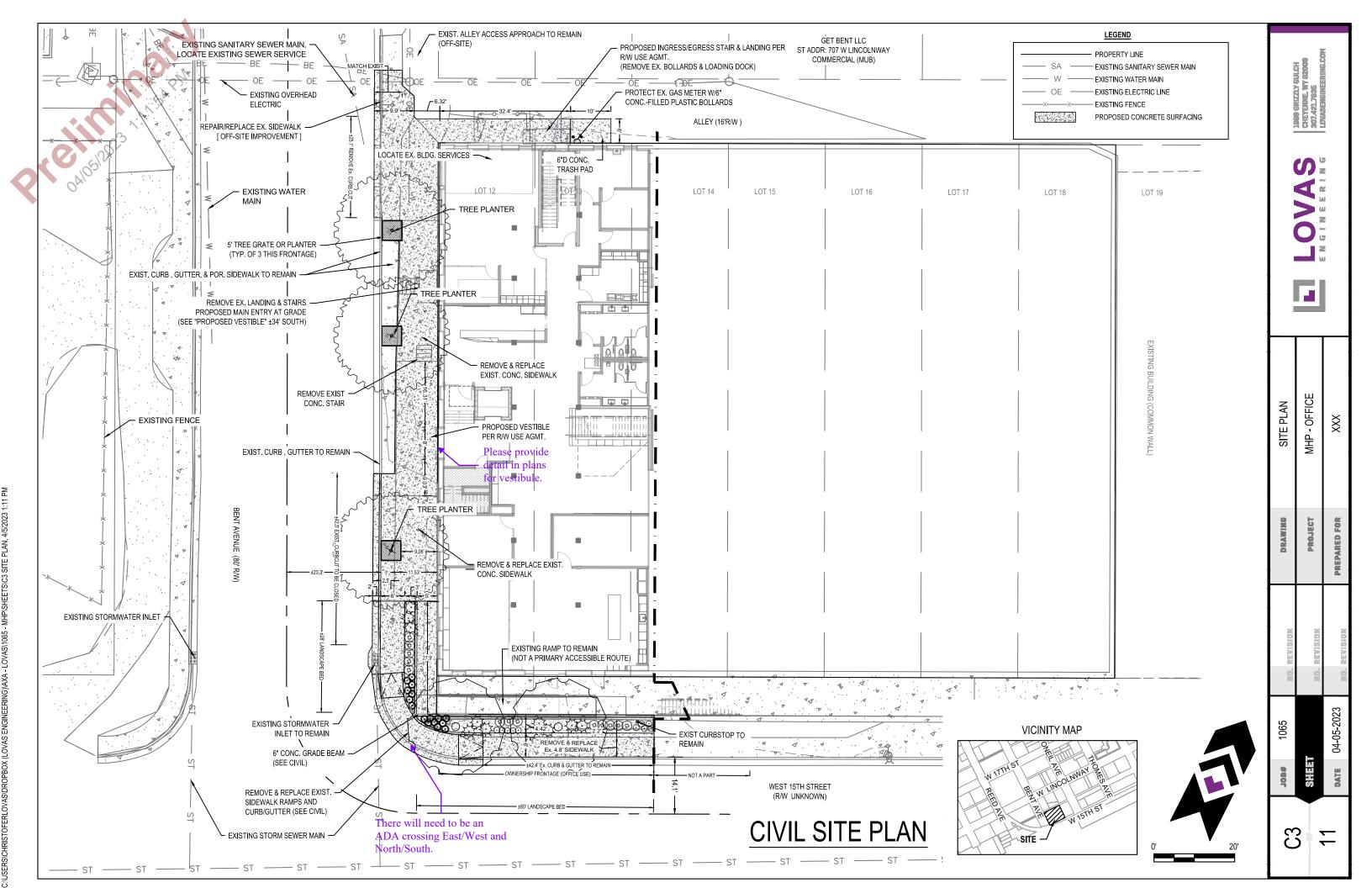
- 1. FULL SIZE DRAWINGS ARE BASED ON 22"X34" (FULL SIZE) OR 11"X17" (HALF SIZE)
- DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING/ IF PERTINENT DIMENSIONS ARE NOT SHOWN, CONTACT THE ENGINEER FOR CLARIFICATION, AND ANNOTATE THE DIMENSION ON THE AS-CONSTRUCTED
- RECORD DRAWINGS.
- 3. IF BAR SCALES DO NOT MEASURE 1" THEN THE DRAWINGS ARE NOT TO A 'PER INCH SCALE'

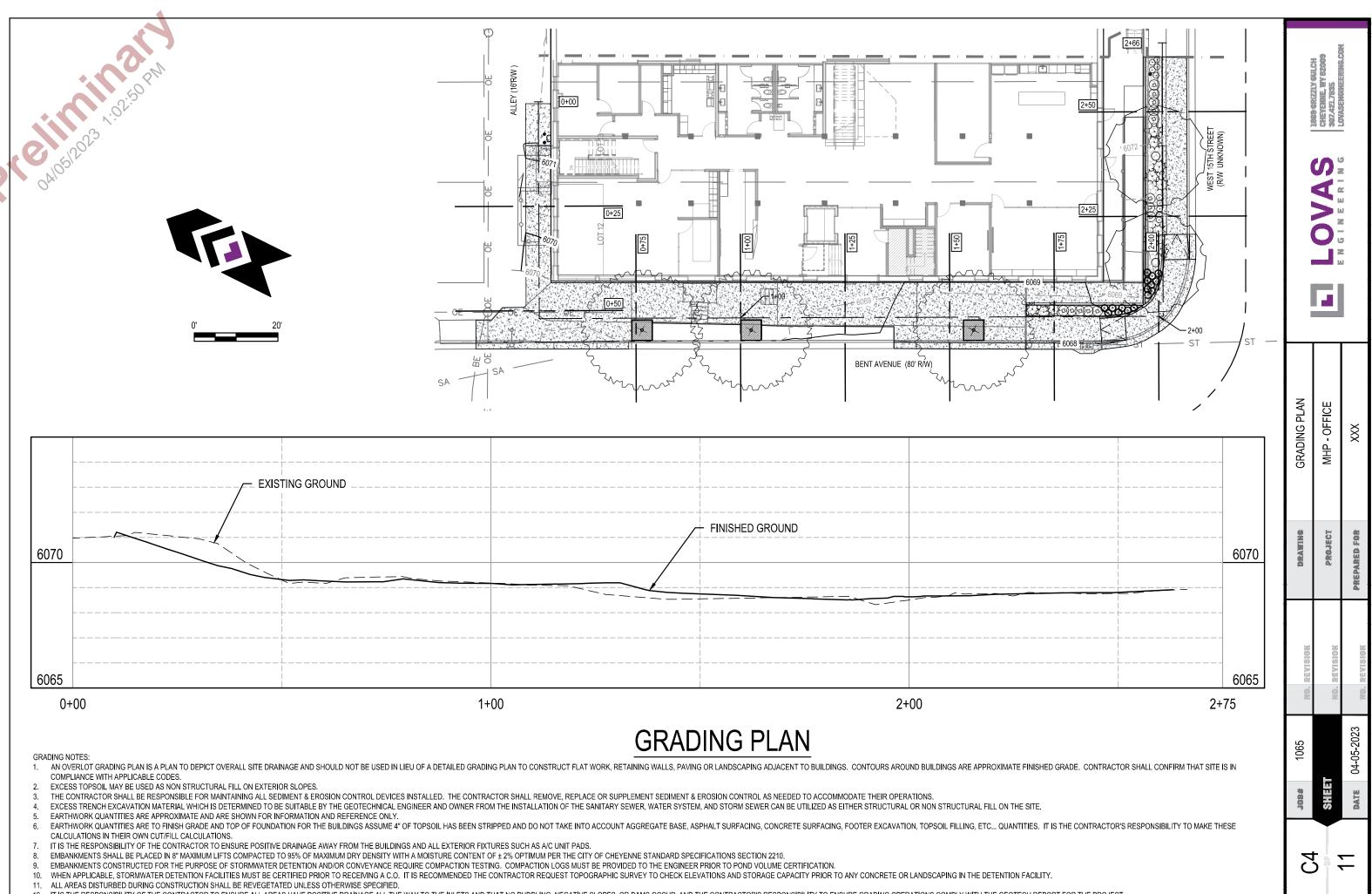
#### BASIS OF BEARINGS:

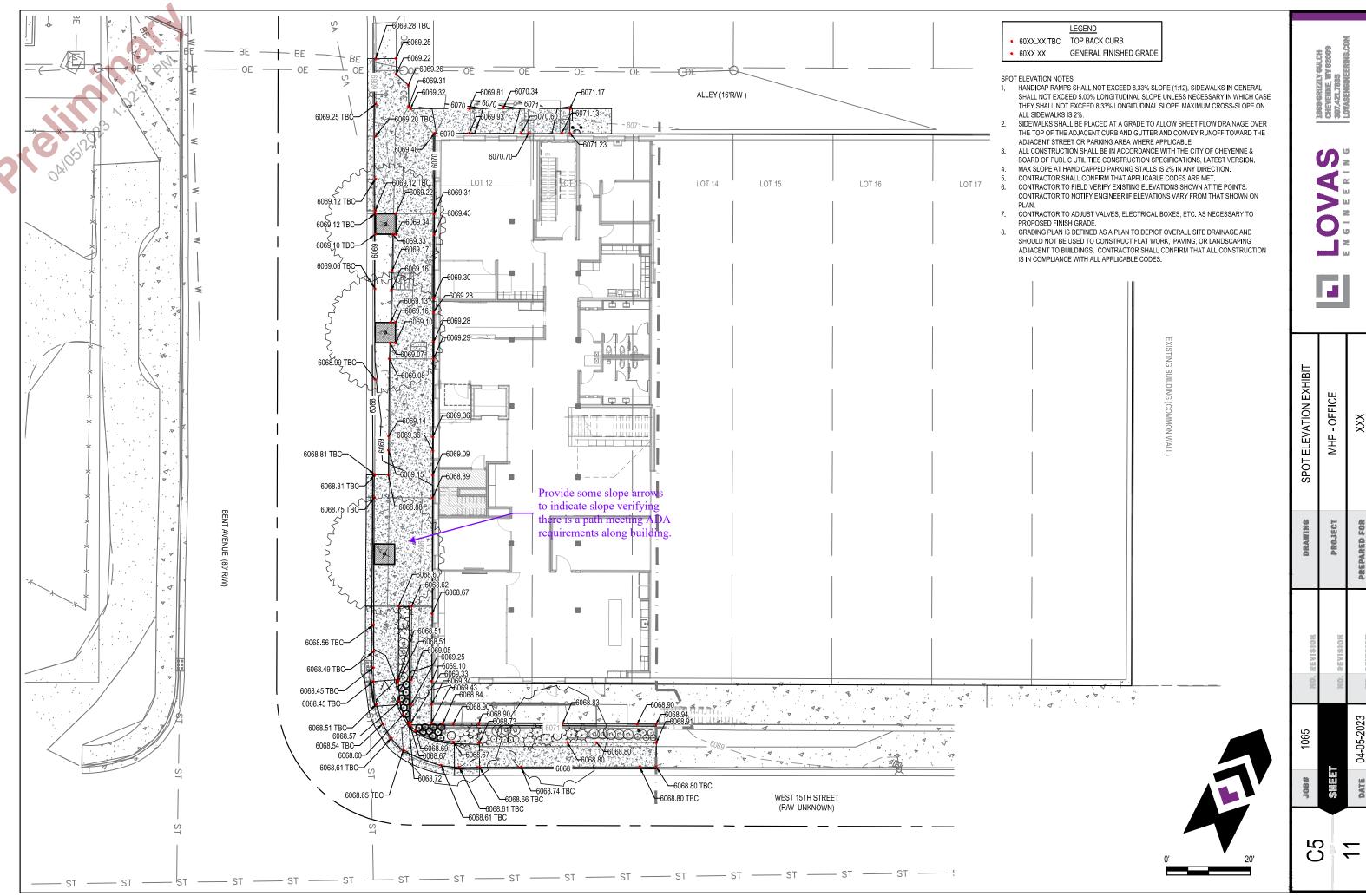
GRID BEARINGS AS ESTABLISHED BY GPS (GLOBAL POSITIONING SYSTEM) OBSERVATIONS REFERENCED FROM CITY OF CHEYENNE CONTROL MONUMENT

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S	J08#	1065	NO. REVI	VISION	DRAWING	GENERAL NOTES	
	SHEET	B	NO. REVISIO	NOIS	TOBLORY	MHP - OFFICE	LIGHT ON THE AND THE A
11	DATE	04-05-2023	NO. REVI:	NOIS	PREPARED FOR	XXX	10422ENGINEERINAYOL

(GLOBAL POSITIONING SYSTEM)

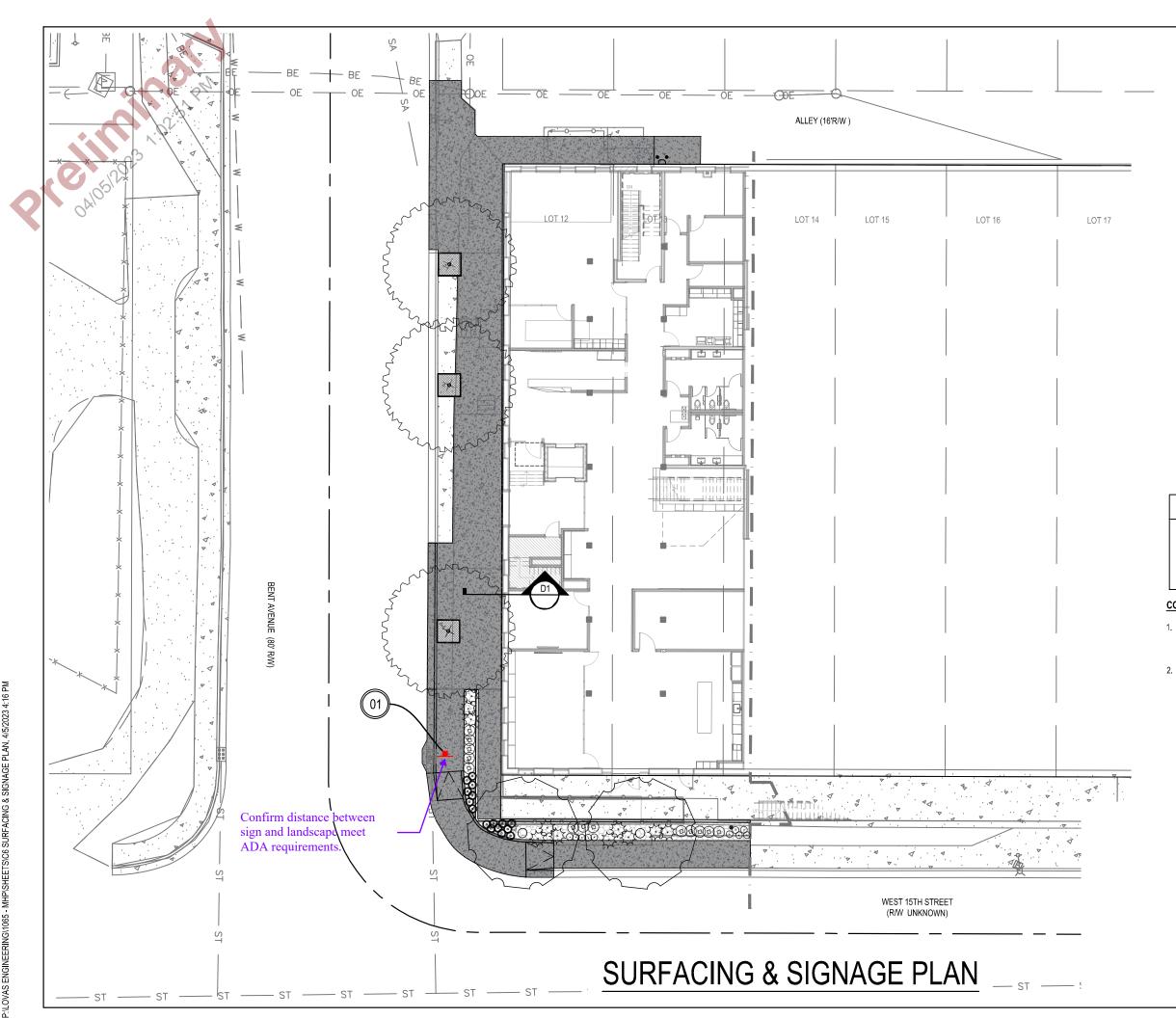


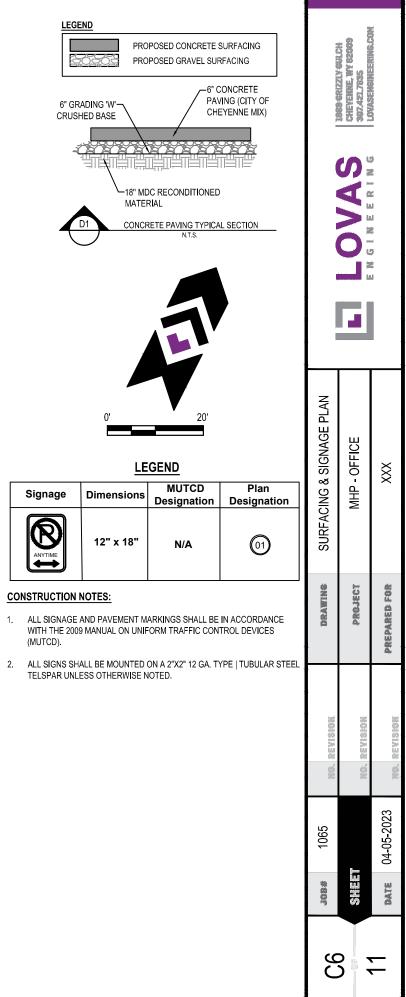


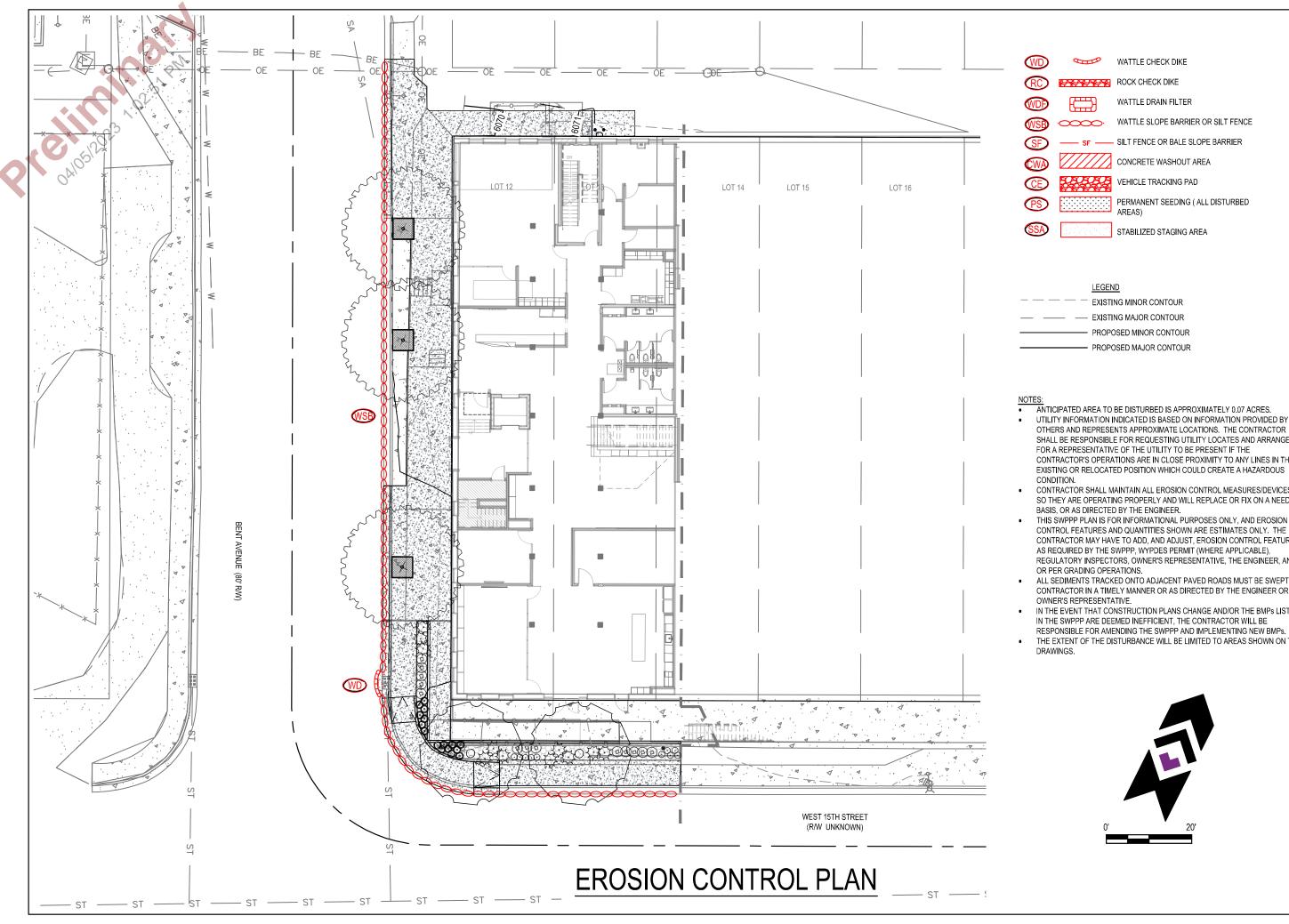


	LEGEND
SOXX.XX TBC	TOP BACK CURB
50XX.XX	GENERAL FINISHED GRADE

e







UTILITY INFORMATION INDICATED IS BASED ON INFORMATION PROVIDED BY OTHERS AND REPRESENTS APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REQUESTING UTILITY LOCATES AND ARRANGE FOR A REPRESENTATIVE OF THE UTILITY TO BE PRESENT IF THE CONTRACTOR'S OPERATIONS ARE IN CLOSE PROXIMITY TO ANY LINES IN THEIR EXISTING OR RELOCATED POSITION WHICH COULD CREATE A HAZARDOUS

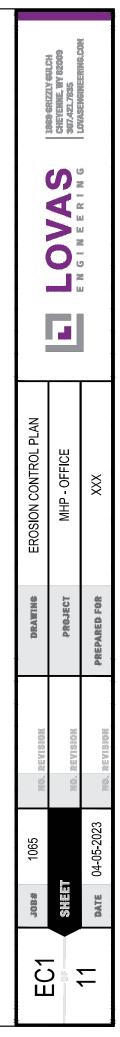
CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES/DEVICES SO THEY ARE OPERATING PROPERLY AND WILL REPLACE OR FIX ON A NEEDED

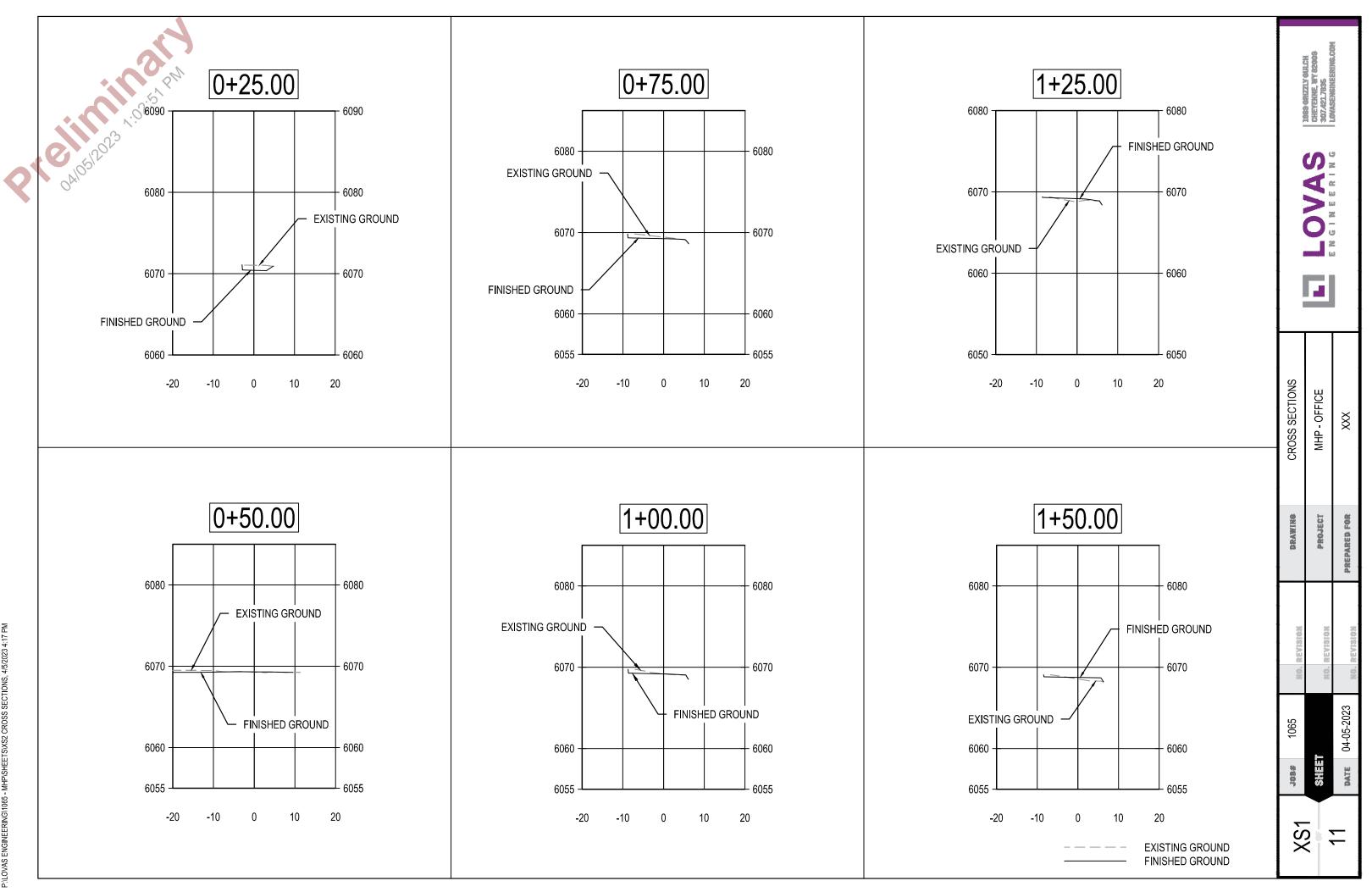
CONTROL FEATURES AND QUANTITIES SHOWN ARE ESTIMATES ONLY. THE CONTRACTOR MAY HAVE TO ADD, AND ADJUST, EROSION CONTROL FEATURES REGULATORY INSPECTORS, OWNER'S REPRESENTATIVE, THE ENGINEER, AND/

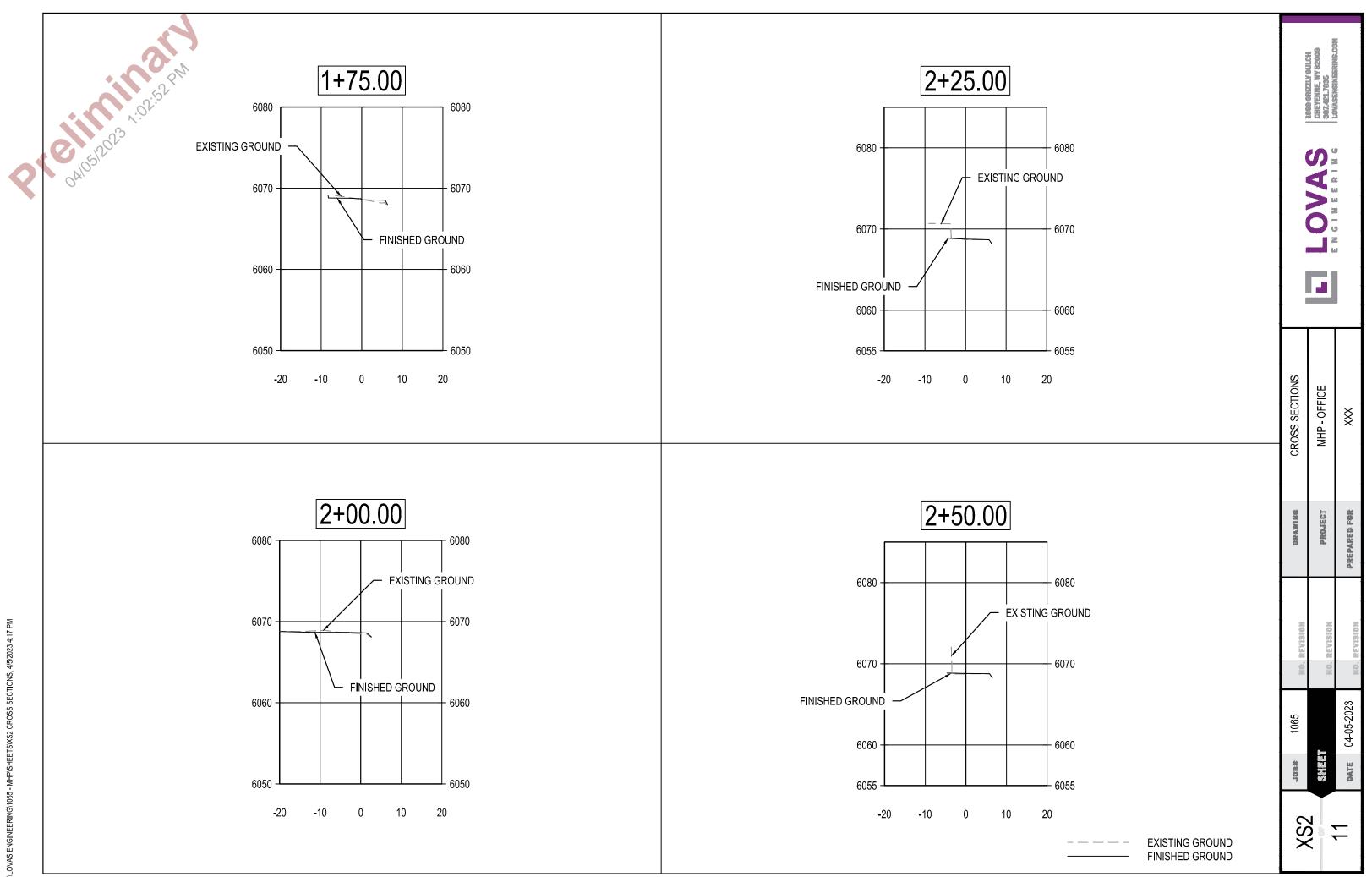
ALL SEDIMENTS TRACKED ONTO ADJACENT PAVED ROADS MUST BE SWEPT BY CONTRACTOR IN A TIMELY MANNER OR AS DIRECTED BY THE ENGINEER OR

IN THE EVENT THAT CONSTRUCTION PLANS CHANGE AND/OR THE BMPs LISTED

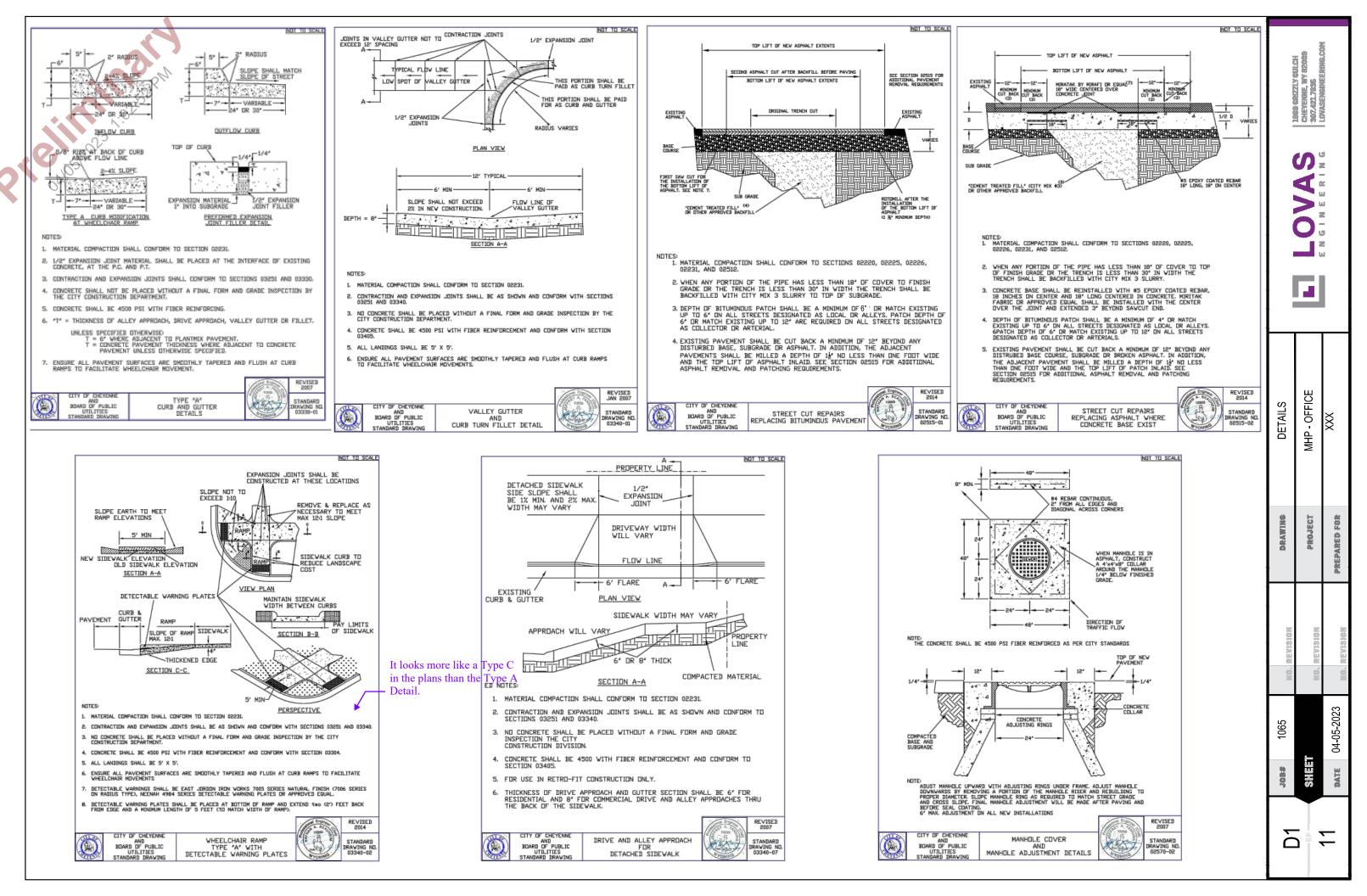
THE EXTENT OF THE DISTURBANCE WILL BE LIMITED TO AREAS SHOWN ON THE

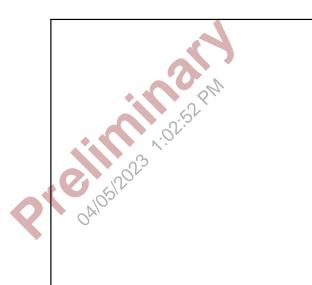






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INSTALLATION NOTES:

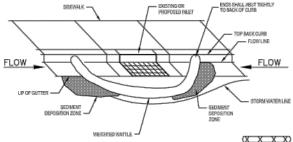
- VEHICLE TRACKING CONTROL PAD SHALL BE LOCATED AT EACH ACCESS POINT TO THE 1. CONSTRUCTION SITE.
- A SIGN SHALL BE PLACED NEXT TO THE VEHICLE TRACKING CONTROL PAD TO DESIGNATE THE LOCATION AS THE CONSTRUCTION ENTRANCE/EXIT. 2.
- VEHICLE TRACKING CONTROL PADS SHALL CONSIST OF HARD, DENSE, DURABLE STONE, ANGULAR IN SHAPPAND RESISTANT TO WEATHERING, ROUNDED STONE (I.A. RIVER ROCK AND COBELES) SHALL NOT BE USED. THE STONES SHALL BE A MINIMUM OF 3" AND A WAXIMUM OF 6" DIAMETER. THE STONES SHALL HAVE A SPECIFIC GRAVITY OF AT LEAST 2.6. CONTROL OF GRADATION WILL BE BY VISUAL INSPECTION. ANY DAMAGED PAVEMENTS, CURB & GUITER AND SIDEWALK SHALL BE REPLACED BY THE CONTRACTOR. 3.

MAINTENACE NOTES:

1.

- CONTRACTOR SHALL INSPECT VEHICLE TRACKING CONTROL PAD DAILY. ROCK SURFACE SHALL BE CLEAN AND LOSSE ENGUGHT TO RUT SLEGHTLY UNDER WHEEL LOADS AND CAUSE LOOSE ROCK TO DISLODGE MUD FROM TIRES. WHEN ROCK BECOMES COMPACTED OF FILLED WITH SEDIMENT SO THAT THE EFFECTIVENESS OF THE PAD IS DIMINISHED, CONTRACTOR SHALL RIP, TURN OVER, OR OTHERWISE LOOSEN ROCK, PLACE ADDITIONAL NEW ROCK, OR REPLACE WITH NEW ROCK AS NECESSARY TO RESTORE EFFECTIVENESS.
- SEDIMENT AND OTHER MATERIAL SPILLED, DROPPED OR TRACKED ONTO PAVED SURFACES SHALL BE REMOVED IMMEDIATELY OR BY THE END OF EACH WORKING DAY. 2.
- VEHICHLE TRACKING CONTROL PAD SHALL BE REMOVED AT THE END OF CONSTRUCTION. THE AREA SHOULD BE TOPSOILED, SEEDED, AND MULCHED. 3.

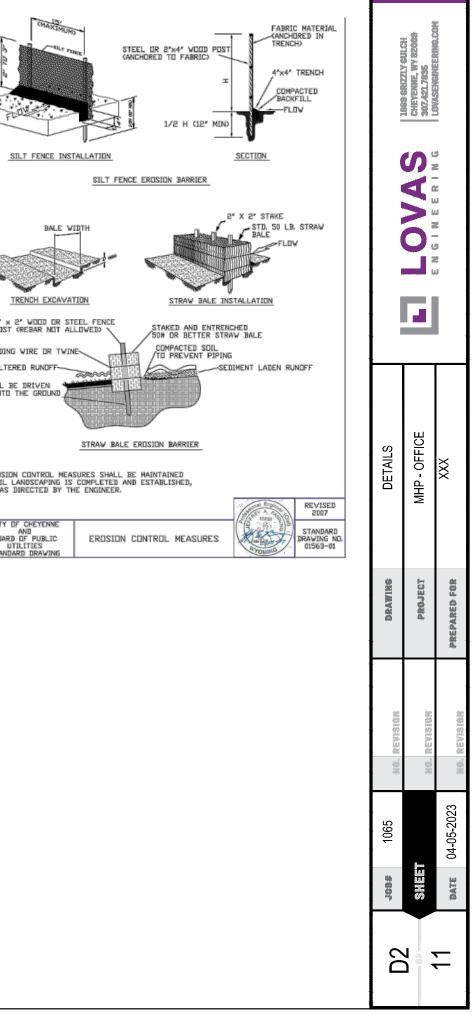


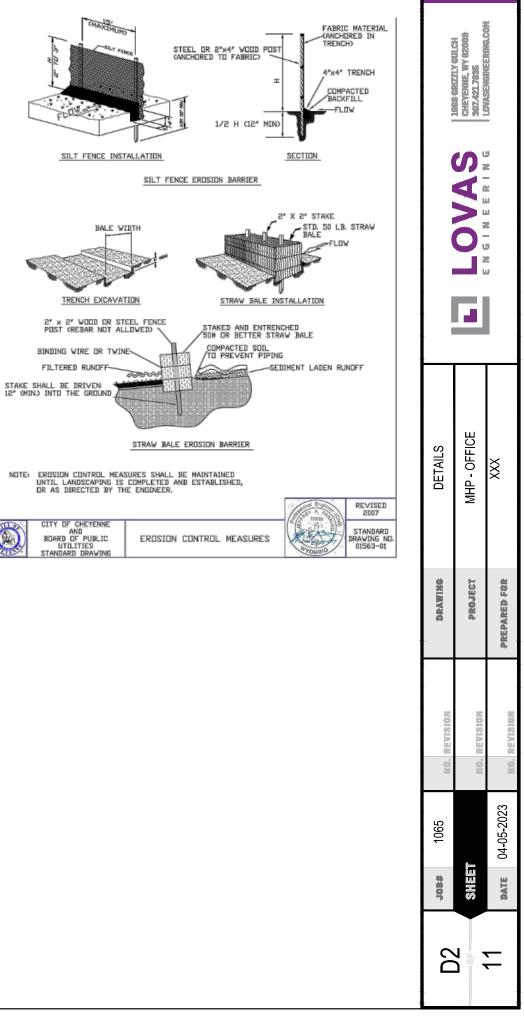


#### CURB INLET WATTLE PROTECTION SETUP

WATTLE MAINTENANCE NOTES:

- THE CONTRACTOR SHALL INSPECT WATTLES EVERY TWO WEEKS AND AFTER ANY SIGNIFICANT STORMEVENT AND MAKE REPAIRS OR REMOVE SEDIMENT ACCURALATED BEHNOWATTLE AS NECESSARY.
- 2. SEDIMENT ACCUMULATED BEHIND WATTLE SHALL BE REMOVED WHEN THE SEDIMENT HAS ACCUMULATED TO ONE HALF THE DIAMETER OF THE WATTLE WATTLES SHALL REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND IS ACCEPTED BY THE CITY.





4/5/2023 4:18 PM MHP\SHEETS\D7 DETAILS, ENGINEERING/1065 P:\LOVAS I

CAPITAL IMPROVEMENT GRANT APPLICATION				
Applicant Information	For DDA use Only			
Name: <u>Get Bent, LLC</u>	Date Received:			
Address: <u>707 W Lincolnway</u>	Design Committee Meeting Date:			
Cheyenne, WY 82001	Design Committee Action:			
Phone: <u>307.220.0616</u>				
Email: <u>barb@westedge.us</u>	DDA Board Meeting Date: DDA Board Action:			
Improvemen	t Information			
improvement				

CHEYENNE DOWNTOWN DEVELOPME	INT AUTHORITY
CAPITAL IMPROVEMENT G	RANT
APPLICATION	

Improvement Information				
Street Address of Proposed Project:707 W Lincolnway				
Building or Business Name: Get Bent, LLC / Railspur				
Description of Work Proposed: <u>New curb and gutter along Lincolnway, filling in curb cut. New/add</u> itional trees, bushes, stone, plants. New extension of sidewalk. Remodel of existing building from office to community bar. Additional parking lot/spaces added to property. Addition of patio to building. Fire sprinkler system and fire line in from street tap.				
Estimated Total Cost of Work:\$720,000.00				
Amount-of CIG Funds Requested: <u>\$50,000.00</u>				
Signature:				
Printed Name: <u>Chad Willett</u> Date: <u>7/7/2023</u>				
In submitting this application for DDA/CIG funding assistance I hereby state that I have reviewed and understand the requirements, policies and procedures related to the DDA/CIG program.				

## CHEYENNE DOWNTOWN DEVELOPMENT AUTHORITY CAPITAL IMPROVEMENT GRANT APPLICATION

Applicant Information	For DDA use Only
Name: Children's Museum of Cheyenne	Date Received:
Address: PO Box 92	Design Committee Meeting Date:
Cheyenne, WY 82003	Design Committee Action:
Phone: 307-421-4643	
Email: board@childrensmuseumofcheyenne.org	DDA Board Meeting Date:
	DDA Board Action:
×	

## Improvement Information

Street Address of Proposed Project: 1618 O'Neil, Cheyenne, WY 82001

Building or Business Name: Children's Museum of Cheyenne

Description of Work Proposed: We are asking for DDA's support to provide the Storefront, Windows & Glazing finishes of the Children's Museum of Cheyenne. Per 5R Construction's Scope of Work, line-item DC-13, the cost will be \$153,725, which is 6% of the total building construction cost of \$2,535,000. We are asking for \$50,000, which is 2% of the total building construction cost.

Estimated Total Cost of Work: \$2,535,000

Amount of CIG Funds Requested: \$50,000

Signature:

Printed Name: Caroline Veit

Date: 6/28/2023

In submitting this application for DDA/CIG funding assistance I hereby state that I have reviewed and understand the requirements, policies and procedures related to the DDA/CIG program.

APPLICATION				
Applicant Information	For DDA use Only			
Name:SAF Compliance LLC	Date Received:			
Address:1719 Central Avenue	Design Committee Meeting Date:			
Cheyenne, WY 82001	Design Committee Action:			
Phone: 307 421 8296				
Email:lynnrenovateshouses@gmail.com	DDA Board Meeting Date:			
	DDA Board Action:			

CHEYENNE DOWNTOWN DEVELOPMENT AUTHORITY
CAPITAL IMPROVEMENT GRANT
APPLICATION

Improvement Information	
Street Address of Proposed Project:1719 Central Avenue	
Building or Business Name:Central Plaza Hotel and Extended Stay	
Description of Work Proposed: <u>This property consists of four stories with exterior balconies</u> . These balconies serve as the walk way to 88 rooms which have recently been converted	
to extended stay studio apartments. The attached photos show the condition of the concrete patios application of a process called carbon fiber wrap (explanation of carbon fiber wrap also attached).	prior to
<ul> <li>There are very few companies that utilize technique. We consulted with 100 contractors from across the United States and found ONE that would bid the job. The carbon fiber wrap is estimated to extend the life of the concrete by 50-60 years.</li> </ul>	
Estimated Total Cost of Work: \$448,000	
Amount of CIG Funds Requested:	
Signature: Coen Loghy	
Printed Name: Corey Loghry Date:	
In submitting this application for DDA/CIG funding assistance I hereby state that I have reviewed and understand the requirements, policies and procedures related to the DDA/CIG program.	8



## Capital Improvement Grant Agreement

Date: 6/22/2023				
Contact/Owner Name: Darin & Misha Westby				
Business Name: Westby Edge Brewing				
Business/Property Address: 714 W. 20th Street				
City Cheyenne	State WyomingZip Code 82001			
Phone Number: <u>307-421-4603</u>	Alternate Phone Number:			
Email: westbyedge@gmail.com				
Web address: westbyedge.com				

List of improvements to be made:

Lighting across landscape posts, sun shades, preparation, purchasing and placing almost 5,000 feet of astro turf, resurfacing patio area, outdoor seating including picnic tables, tables and chairs, games and area heaters.

Total of work to be completed: \$<u>124,000</u>

Total that DDA has agreed to fund: \$\$33,000

The owner agrees to complete work within a period of 12 months from date of award. The owner agrees to do all work as approved by the DDA. Any changes to the approved scope of work and costs must come in written form to the DDA Design committee for review and approval. Once work is complete, it is expected to be maintained appropriately.

Misha Westby 6/22/2023

Signature of Business/Property Owner

Date

Signature of DDA Representative Date

### Attachments:

Original CIG Application including:

- Detailed list of improvements to be made
- Visuals of proposed work
- Detailed cost breakdown of proposed work

Minutes of Meeting from approval date (provided by DDA Staff)

## Email: lynn renovates houser. com / james. bower agmail.com

CAPITAL IMPROVEMENT GRANT APPLICATION				
Applicant Information	For DDA use Only			
Name: Corey Loghry and James Bowers	Date Received:			
Address: 700 E 19th St.	Design Committee Meeting Date:			
Cheyenne wy 82001	Design Committee Action:			
Phone: 307- 421-8296 / 307-460-0563				
Email: <u>lynnrenovateshousesa gmail.com</u>	DDA Board Meeting Date:			
james. bowers 2 gmail- com	DDA Board Action:			
Improvement	t Information			
Street Address of Proposed Project: <u>600 Central Ave</u> . Building or Business Name: <u>The Lariat</u> Description of Work Proposed: <u>Lay new asphalt in parking lot and repaint</u> <u>parking lines</u>				
Estimated Total Cost of Work: \$ 28, 480 Amount of CIG Funds Requested: \$14, 240				
Signature:				
Printed Name: James Bowers	Date: Date:			
In submitting this application for DDA/CIG funding assistance I hereby state that I have reviewed and understand the requirements, policies and procedures related to the DDA/CIG program.				

CHEYENNE DOWNTOWN DEVELOPMENT AUTHORITY