



# Guidelines for the 2019 Downtown Façade Improvement Program



Cheyenne-Laramie Co.  
Economic  
Development  
Joint Powers Board



Dear Downtown Cheyenne Property Owner,

The Cheyenne Downtown Development Authority is pleased that you have an interest in improving your downtown property. By improving and maintaining your property, you'll play a significant role in enhancing Cheyenne's downtown appearance while encouraging others to do the same.

To support and encourage private investment within the Downtown Development District, the DDA has allocated funds for distribution through the Facade Improvement Program (FIP). Approximately \$158,000 is available for FIP project funding in 2019.

This reimbursement grant program is administered through the DDA Design Committee and its funding is subject to certain requirements and restrictions as are established by the Cheyenne Downtown Development Authority. FIP applications are subject to the approval of the DDA Design Committee and Board of Directors.

Property owners within the DDA District may apply for funds from this competitive grant program to implement physical improvements to existing building facades.

Should you have questions or need help at any time, please contact:

FIP Program Administrator, Esther Gonzales  
Cheyenne DDA  
1601 Capital Avenue, Cheyenne, WY 82001  
(307) 433-9730 x3  
esther@downtowncheyenne.com

We encourage you to consider partnering with the DDA on your improvement plans and we look forward to working with you. Best of luck on your project!

Sincerely,

*The Design Committee of the  
Cheyenne Downtown Development Authority*

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# FAÇADE IMPROVEMENT PROGRAM OVERVIEW

## INTRODUCTION

Property owners within the Downtown Development Authority's (DDA) boundaries are eligible to apply for the Cheyenne Façade Improvement Program (FIP) grant to maintain and improve the exterior of their buildings. Renovations and improvements that support the original integrity of the façade are encouraged. Projects should respect the historic context of Downtown and the integrity of the original design elements of the building, as well as the design and integrity of neighboring buildings.

DDA's Façade Improvement Program promotes the physical and economic revitalization of Downtown by stimulating private investment through enhancements that improve the appearance and attractiveness of Downtown. Across the country, downtown professionals testify to the fact that historic building stock is a key component in celebrating local character and uniqueness.

Most building façades in Downtown Cheyenne are in relatively good condition. While there are historic and non-historic buildings of all sizes and types, the overall condition of the Downtown building stock is above average. One challenge to the physical revitalization of Downtown is that Cheyenne's Downtown District encompasses a large area, lending to the feel that some buildings are disconnected from one another. On the positive side, much of the façade improvement work needed deals with minimal maintenance, stabilization, securing windows and doors, and primary façade enhancements.

The Façade Improvement Program demonstrates a commitment to the protection of, and reinvestment in, the Downtown as an important community resource and successful FIP projects are catalysts for additional investment into the Downtown core.

Benefits of the FIP to the downtown and community as a whole:

- Business development
- Brings underperforming properties to higher, more active uses
- Increase in sales tax revenue
- Increase in property valuations
- Jobs
- Livability
- Visual enhancement
- Strong signal that Downtown and its historic resources are valued

## PROGRAM OVERVIEW

To help increase downtown's economic competitiveness, the FIP program offers matching grant funds to property owners within the DDA District boundaries. **This grant is reimbursement based**; payment to the property owner will be made upon proof that payment was made for approved renovations. If approved, this grant will pay for up to 65% of approved renovation costs. Applications for this grant fund are open 1x/year; with the application process typically opening in March and final decisions in May so that work may take place over the summer.

Under this program, grant funds are focused on exterior improvements to building façades and must be visible from the public right-of-way. They must improve the building's condition and appearance when seen from public streets. (See "Eligible Façade Improvements" section below for more details.)

Projects that are already underway are not eligible for this grant.

Consideration for grant approval may lean towards properties listed as "contributing" to the Cheyenne Historic District and/or National Register for Historic Places.

All properties with the DDA District are eligible for the Façade Improvement Program **except** those that promote a particular political party or religious viewpoint.

As part of the grant requirements, the property owner must maintain the improved façade in good condition for a period of five (5) years after completion of the façade through a Façade Easement Agreement based on the extent of the investment (see page 21).

The program is administered by the DDA's Design Committee; with final project approval by the DDA Board of Directors. Design Committee members include project partner representatives and individuals from the architectural/design community. The annual application process is intended to be user-friendly and offers the opportunity to opt out should the Applicant change their mind.

## PROGRAM PARTNERS

The FIP has been created by the Cheyenne DDA in partnership with the following organizations: City of Cheyenne; Cheyenne/Laramie County Economic Development Joint Powers Board; Cheyenne Historic Preservation Board (CHPB); and the State Historic Preservation Office (SHPO).

## ELGIBILITY

All projects seeking funds through the FIP program must be located within the DDA District. The district boundaries include:

- From the north side of 15<sup>th</sup> street to the south side of 22<sup>nd</sup> street
- From the west side of House Avenue to the east side of Snyder
- Over the viaduct, from the south side of 11<sup>th</sup> Street to the north side of Deming Drive, and from the west side of South Central Ave to the East side of south Capitol Ave

### **Cheyenne Downtown Development Authority Boundary Map**



It should be noted that while all properties within the district are eligible except those listed in the "Ineligible" section below, consideration may lean towards properties that are located within the Downtown Historic District. All eligible projects will be considered on a case-by-case basis, with those properties that pay property taxes may be given a higher priority in funding.

## INELIGIBLE PROJECTS

All properties within the DDA District are eligible for the **FIP except those that promote a particular political party or religious viewpoint.**

## ELIGIBLE FAÇADE IMPROVEMENTS

FIP grant funds can be used by property owners to pay costs related to the improvement of the primary façades within public right-of-way. Secondary street or alley façades may be considered, depending on visibility and accessibility. Costs covered under the grant may include labor, materials, and engineering or architectural services.

All work on buildings located in the Downtown Cheyenne Historic District, or identified as contributing, or potentially contributing on any historic survey shall meet the Secretary of the Interior's Standards for Rehabilitation (see Appendix, page 33).

According to the National Park Services' Technical Preservation Services:

"The intent of the Standards is to assist the long-term preservation of a property's significance through the preservation of historic materials and features. The Standards pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and interior of the buildings. They also encompass related landscape features and the building's site and environment, as well as attached, adjacent, or related new construction. To be certified for Federal tax purposes, a rehabilitation project must be determined by the Secretary to be consistent with the historic character of the structure(s), and where applicable, the district in which it is located."

Eligible improvements may include, but are not be limited to:

- Masonry cleaning and repair in accordance with National Park Service (NPS) Preservation Briefs
- Parapet wall and cap repair
- Patching and painting of façade walls
- Repair and painting of wood or metal trim or architectural details
- Window/door repair
- Lighting repair
- Repair/replacement of gutters and rain spouts
- Cornice repair/restoration
- Canopy, porch, window awning installation/repair

- Removal/relocation of exterior utility services
- Railings/ironwork, repair or addition
- Debridement/removal of abandoned hardware, signage, debris from façade
- Repair of historic signs
- Removal of abandoned signs

\*\*Note: Where feasible, repair is required over replacement according to Secretary of Interior Standards for Rehabilitation.

Below is a useful guide for helping make a general determination of the type of Category of Improvements are needed for your building:

<b>PROJECT CATEGORY</b>		
<b>Which Category of Improvements &amp; Funding Level Applies to My Building(s)?</b>		
<b>Category of Improvements</b>	<b>Description</b>	<b>Source of Funds</b>
<p><b><u>Level 1</u></b>  <b>General Exterior Cleanup</b></p> <p><u>Goal:</u> To generate awareness and pride in the buildings and the community.</p>	<p>Removal of abandoned signage, abandoned hardware, abandoned utility fixtures. Removal of non-historic, non-functioning fixtures. Removal, repair of exterior utility services.</p>	<p><u>Fund:</u> Reimbursement Grant, 60% match by owner of improvement costs. 40% match by DDA</p>
<p><b><u>Level 2</u></b>  <b>Minimal Maintenance &amp; Security</b></p> <p><u>Goal:</u> To protect the integrity and prevent deterioration of the building. Ensure building is secure, stable and functional.</p>	<p>No bare wood, rusting metal. Masonry re-pointing, cleaning, replacement of missing brick. Secure doors and windows. Removal of secondary siding, architecturally inappropriate or incompatible exterior materials and finishes. Exterior painting, re-siding, professional cleaning. Roofing integrity validated.</p>	<p><u>Fund:</u> Reimbursement Grant, 40% match by owner of improvement costs. 60% match by DDA</p> <p><u>Note:</u> If completing Level 1 and Level 2 improvements consecutively, grant match by owner will be 40% for both categories.</p>
<p><b><u>Level 3</u></b>  <b>Restoration &amp; Enhancement</b></p> <p><u>Goal:</u> To improve the economic viability of the building.</p>	<p>Storefront enhancements which may include: Restoration or enhancement of the front façade, secondary façade (side or alley-face of building if visible from a public right-of-way). Window and/or door repair or modifications; cornice repair. Vacant buildings being converted into active use. All work shall be in keeping with Secretary of the Interior Standards for Rehabilitation.</p>	<p><u>Fund:</u> Reimbursement Grant, 35% match by owner of improvement costs. 65% match by DDA.</p> <p><u>Note:</u> If completing Level 1, 2 and 3 improvements consecutively, owner grant match will be 35% for all three categories.</p>



## HELPFUL HISTORIC PRESERVATION REFERENCES

- City Reference Documents: Streetscape/Urban Design Elements Handbook and Unified Development Code (Article 6.7), (available at [www.cheyennecity.org](http://www.cheyennecity.org))
- National Park Service (NPS) Preservation Briefs ([www.nps.gov/tps/how-to-preserve](http://www.nps.gov/tps/how-to-preserve))
- Secretary of the Interior Standards for Rehabilitation ([www.nps.gov/tps/standards](http://www.nps.gov/tps/standards)), also, see Appendix (page 32).

## ADMINISTRATIVE PROCEDURES

The FIP program operates within a two-step application process to allow the Design Committee to vet and assign successful pre-applications to move forward. The preliminary application gives the committee an overview of what projects to expect for the grant year, as well as an opportunity to make initial funding decisions. Once a project advances to the final application round, the property owner will work directly with either the program architect or an architect of their choosing to determine cost estimates for the project.

Things to keep in mind for a more competitive application:

1. Creativity is encouraged, while maintaining the context and integrity of the property and downtown.
2. Consideration should be given as to how the project will impact the vitality of Downtown Cheyenne.
3. If your building has historic or aesthetic merit, improvements should be consistent with, and complimentary to, the important elements relative to style, form and materials as much as possible.
4. The ability to identify and preserve your building's distinguishing elements.
5. Façades should relate to their surroundings and provide a sense of cohesiveness without strict uniformity. The project should demonstrate contextual sensitivity with respect to materials, colors, massing, lighting and signage. They should also strive to be pedestrian friendly in design, detail and transparency.
6. All improvements must be compatible with applicable zoning codes, satisfy permit requirements and conform to any other regulatory requirements.

## PRELIMINARY APPLICATION AND NEXT STEPS

- Applicants must be a property owner of the property being proposed for façade renovations. Business owners interested in initiating a project will need to discuss the project with the property owner and must obtain written permission from the property owner to apply – and including a written agreement from the owner to pay for proposed building improvements.

- The property owner agrees to maintain the façade in good condition for a period of five (5) years after completion of the façade, in accordance with the Façade Easement Agreement.
- Any dangerous or hazardous conditions must be abated and made to comply with all City of Cheyenne Building Codes.
- Applicants applying will have the opportunity to opt-out of the program, should they determine they cannot make the stated improvements.
- All applicants must meet with the DDA Design Committee for a pre-application conference to discuss the property proposed for façade renovations, to review the program process, and to discuss if there is a preferred architect to work with on the project. This will be scheduled by the Program Administrator with the applicants.
- DDA Design Committee representatives will conduct an as-needed visit to the property to assess whether the proposed renovation matches the current available budget of the program.
- Any structural building issues should be resolved before applying for the FIP. A structural review may be required with a more extensive project due to the size of the investment and to help anticipate any other code issues or City requirements that might influence the project.
- Similarly, to protect the investment and assure its security, the roof of the property must be in good repair with no existing decay, deterioration or damage and shall be weather tight. The applicant may provide a letter of certification from a certified roofing company as to condition and life expectancy.
- Once the pre-application review is completed, the Design Committee will issue a Letter to Proceed so that the project can advance to the final application phase, or, in the alternative, will issue a letter of recommendation to help determine if there are other programs and assistance better suited for the project.
- Selected projects will then be forwarded to the DDA Design Committee to initiate the formal review process. **This is a competitive grant program and not all projects from the pre-application will be advanced to the next step.**

## FINAL APPLICATION

During this phase of the application process, specific façade designs will be created for each advancing project.

A program architect will be available to prepare a design report for each building at no cost to the applicant. The applicant also has the option to choose their own architect. However, the property owner will be required to pay for the design services if the program architect is not used.

The program architect will work with the applicant during this process to discuss the proposed improvements for the building and to develop detailed plans as required to help obtain contractor quotes for the work.

All funded work on buildings located in the Downtown Cheyenne National Register Historic District or identified as eligible for listing on the National Register shall meet the Secretary of the Interior's Standards for Rehabilitation.

The applicant will be required to secure at minimum two (2) written quotes for each component, i.e. general construction, doors and windows, awnings and canopies, signage, etc. from licensed contractors. The grant amount will be based on the lowest responsible bid submitted. The applicant may elect to proceed with the higher bid and pay the difference in cost from the lower written quote received.

## DESIGN COMMITTEE REVIEW, APPROVAL & BUDGET ALLOCATION

Once the final application is complete and reviewed, the Program Administrator will forward the packet to the DDA Design Committee for review. The applicant is required to be present at this review meeting, which will be coordinated between the Program Administrator and the applicant.

The applicant and Architect will be required to present the project design and costs to the Design Committee for consideration. The committee will complete a *Review Criteria Worksheet* to assist in prioritizing funding and to evaluate each project being submitted.

The Design Committee will evaluate the proposal and will:

- Approve, deny or request revisions to the proposal
- Determine the stipulations of a proposal approval
- Create special exceptions to program standards, as they see fit
- Allocate/divide available budget per project period to the identified projects

Applicants completing the Final Application are eligible to receive, subject to available program funding, a grant of up to 65% of the total approved project cost. The Design Committee will determine the amount of match required based upon the extent of work (see Project Category table, page 5). Once these determinations have been made for all proposed FIP projects for the year, the DDA Board of Directors will vote to approve the projects for grant funding.

Once the Board has approved the application(s), a Letter of Award will be provided to the Applicant. Progress payments on certain projects will be considered if discussed with the Design committee at the time of advancement to final application phase, and if natural and logical breakpoints for the project are built into the application.

\*\*Note: Applicant has final opportunity to opt-out at this juncture.

## THE FAÇADE EASEMENT AGREEMENT

Once the grant amount has been determined and approved, the Program Administrator will prepare and provide a Façade Easement Agreement to the applicant for their signature. The agreement will detail the amount of the grant, the

Scope of Work (as an attachment) and timeframe for project completion, not to exceed 12 consecutive months (unless previously approved), and the terms of reimbursement.

The applicant also agrees, through the Façade Easement held by the Cheyenne Downtown Development Authority, to maintain the façade in good condition for a minimum of five (5) years after completion of grant-funded activities. Signed copies of the agreement will be returned to the Program Administrator, along with a Certificate/Proof of Insurance naming the Cheyenne Downtown Development Authority as an additional insured. Final approval of the application and Façade Easement Agreement rests with the DDA Board of Directors.

Façade work executed prior to the start date of the Easement Agreement is NOT eligible for funding under this program. After execution of the Easement Agreement, the applicant shall make no revisions, changes or modifications to the agreed upon Scope of Work without the written agreement from the Design Committee and DDA. For modifications to the agreed upon Scope of Work to be considered, the applicant shall be required to provide written justification for the modification. The justification shall document the requested modification(s) including aesthetic impacts, cost impacts and other information as required or requested by DDA to make an informed and final decision.

All requests for modifications from the original Scope of Work, processes, materials and other requirements as documented in the written agreement shall be reviewed by an FIP subcommittee of the Design Committee. This FIP subcommittee shall consist of three (3) members of the Design Committee and shall be comprised of the following:

- a representative of the State Historic Preservation Office
- a representative of the Cheyenne Historic Preservation Board, and
- a member of the Design Committee as appointed by the Committee Chairman

The program architect shall be a non-voting member of the FIP subcommittee and shall act only in a professional advisory capacity.

The FIP subcommittee shall be authorized to make final decisions related to the scope of work for the project provided that the project costs are not increased. Any increase in project costs must be brought before the full Design Committee at a regularly scheduled meeting for review and approval or denial. Increases in the project costs and therefore increased funding provided by the DDA may also be subject to the approval of the DDA Board of Directors.

## BUILDING PERMITS

The applicant and/or contractor are responsible for obtaining and payment of the necessary building licenses and permits from the Cheyenne Building Department, 2101 O'Neil Avenue, Room 202, (307) 637-6265.

## CONSTRUCTION BEGINS

Upon final execution of the Façade Easement Agreement, the applicant may begin construction of the approved façade work. Façade work must be completed within 12 months of the effective date of the executed Easement Agreement. Extensions may be provided for extenuating circumstances if approved by the Design Committee. A progress report will be requested quarterly, or as described in the agreement, to help ensure the project is on track.

## PROJECT COMPLETION

As identified in the Easement Agreement, the applicant must notify the Program Administrator about the project completion timeframe. All listed items in the Scope of Work must be completed before acceptance. Notification should be followed by a submission of the original invoices marked Paid in Full, cancelled checks and other documentation as the Program Administrator may require. The Program Administrator and representatives of the Design Committee will inspect the property and certify that all work has been completed in accordance with the Agreement.

## REIMBURSEMENT/FINAL PAYMENT

Final payment, through this reimbursement process, will generally be remitted to the owner by DDA within 45 days after approval of payment by the DDA Design Committee and/or the Board of Directors.

Once all financial documents have been submitted and successfully reviewed, reimbursement will be remitted via check in the USPS mail or by hand delivery.

**\*\* It is important to note that grant disbursements are reimbursements for approved work already completed and paid for by the applicant.**

# PRELIMINARY FIP APPLICATION

Application Date: \_\_\_\_\_

Building Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Property Owner Name: \_\_\_\_\_

Applicant Phone number: \_\_\_\_\_

Applicant Email: \_\_\_\_\_

If applicant is the Business Owner, has written consent been obtained from the Property Owner?

- Yes
- Needs to be obtained

Building is:

- Historic
- Contributing Structure
- Non-Contributing Structure
- Don't know

Describe your proposed renovations & vision for project (include attachments as necessary):

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Estimated total cost of your project improvements: \_\_\_\_\_

Do you have your own architect, or do you wish to use the Program architect selected by the DDA?

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Do any structural issues exist for the building? If so, please describe:

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By signing this document, the applicant agrees that all information provided is true to the best of the applicant's knowledge. The applicant also agrees not to start any construction until the applicant has been advanced to the final application phase, has undergone final presentation and approval by the DDA Design Committee and Board, and has signed the Façade Easement Agreement and received the final award letter.

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Attach additional information to explain your project:

- Building photos
- Plans/sketches
- Initial cost estimates

## FOR USE BY DESIGN COMMITTEE ONLY:

Recommend:

- Proceed To Final Application phase
- Not recommended to proceed to Final Application phase

# FINAL APPLICATION FOR FUNDING

APPLICATION DATE: \_\_\_\_\_

APPLICANT INFORMATION
Applicant's Name:
Mailing Address:
Telephone Number(s):
E-mail:
Relationship of Applicant to the building to be renovated:
<input type="checkbox"/> Owner
<input type="checkbox"/> Tenant Attach written permission from building owner to participate in the Façade Improvement Program, including expiration date of current lease
PROPERTY INFORMATION
Name of Building(s):
Address of Building:
Mailing Address:
Telephone Number(s):
Federal Tax ID Number:
How long owned by this entity/person?
PROPOSED PROJECT INFORMATION:
1. What is the existing use of the building?
2. Will this project cause a change in the building's use? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please describe:
3. Please describe your vision for the project and include as a <b>separate attachment</b>
4. Indicate the estimated project cost  \$ _____ Total Project Cost/Bid



5. Approximate amount and source of matching funds:

Potential Source:

\_\_\_\_\_

Potential Amount:

\_\_\_\_\_

6. Anticipated start date of project: \_\_\_\_\_

Anticipated completion date: \_\_\_\_\_

7. Has this building received FIP funds in the past?

Yes

No

If yes: When were improvements funded/allocated? \_\_\_\_\_

Amount of funding approved: \_\_\_\_\_

For what improvements?

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

Has the funded work been completed?

Yes

No

If no, when are the funded improvements expected to be completed?

\_\_\_\_\_

8. Has this building/owner received Capital Improvement Grant (CIG) funds from the DDA in the past?

Yes

No

If yes: When were improvements funded/allocated? \_\_\_\_\_

Amount of funding approved: \_\_\_\_\_

For what improvements?

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

Has the funded work been completed?

Yes

No

If no, when are the funded improvements expected to be completed?

\_\_\_\_\_

CERTIFICATION	
I/we hereby certify that all the information contained on this statement and any exhibits or attachments hereto is true, complete and accurately describes the proposed project to the best of my/our knowledge. I/we also agree not to start any construction until we have undergone final presentation and approval by the DDA Design Committee and Board, and have signed the Façade Easement Agreement, and received the final award letter.	
Signature of Owner/Applicant	Date
Print Name	
Signature of Owner/Applicant	Date
Print Name	
ADDITIONAL INFORMATION - The following must be submitted with this application:	
<input type="checkbox"/> Letter of Property Owner Consent, if applicable, signed and notarized	
<input type="checkbox"/> Title or Deed or other Proof of Ownership	
<input type="checkbox"/> Proof of Insurance	
<input type="checkbox"/> Architect's design report	
<input type="checkbox"/> Two (2) contractor quotes for work to be completed	
<input type="checkbox"/> SHPO Review Statement, signed by SHPO representative	
<input type="checkbox"/> County property tax receipts and current year paid	
RETURN COMPLETED APPLICATION	
Deliver Completed Application, either in person or electronically to: Program Administrator: Esther Gonzales Cheyenne DDA 1601 Capitol Ave Cheyenne, WY 82001 307.433.9730 x3 esther@downtowncheyenne.com	

STATE HISTORIC PRESERVATION OFFICE REVIEW  
STATEMENT

I, \_\_\_\_\_ (SHPO representative),  
\_\_\_\_\_ (Title of representative) with the Wyoming State  
Historic Preservation Office (SHPO) certify that I have reviewed the design work  
and construction estimates with \_\_\_\_\_ (applicant name)  
for \_\_\_\_\_ (property  
address).

The proposed work meets the Secretary of Interior Standards.

\_\_\_\_\_  
SHPO Representative

\_\_\_\_\_  
Applicant Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# REVIEW CRITERIA WORKSHEET

*\*\*To be completed by DDA Design Committee*

Project/Building Name & Address:

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## GENERAL REVIEW

Points	1 Point	0
<b>A) <u>Historic Buildings Only - Complete This Section:</u></b>	<b>Yes</b>	<b>No</b>
1. Building is a Contributing Structure?	<input type="checkbox"/>	<input type="checkbox"/>
2. Property is significant for architecture, prominent individual and/or historic event/patterns?	<input type="checkbox"/>	<input type="checkbox"/>
3. Proposed project complies with Secretary of Interior Standards?	<input type="checkbox"/>	<input type="checkbox"/>
<b>B) <u>Overall Criteria:</u></b>	<b>Yes</b>	<b>No</b>
1. Improvements prevent further deterioration of the building?	<input type="checkbox"/>	<input type="checkbox"/>
2. Façade fronts upon the Public Right-of-Way and shapes and influences the public realm?	<input type="checkbox"/>	<input type="checkbox"/>
3. Project has high visual impact in terms of visible scale, bypass traffic and magnitude of improvements?	<input type="checkbox"/>	<input type="checkbox"/>
<b>C) <u>Potential Community Benefits:</u></b>	<b>Yes</b>	<b>No</b>
1. Demonstrates a potential for return on investment for the Façade Improvement Program (e.g. overmatch, scale of investment)?	<input type="checkbox"/>	<input type="checkbox"/>
2. Offers tax revenue potential (e.g. increased property taxes, increased sales taxes, scale of investment or activation of a previously vacant space?)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total Pre-Review Points:</b>	<input type="checkbox"/>	

## DESIGN REVIEW

	1 Points	0 Points	
<b>A) <u>Historic Buildings Only - Complete This Section:</u></b>	<b>Yes</b>	<b>No</b>	
1. Building retains a preponderance of historic integrity with regards to design, workmanship and/or materials?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Proposed project would uphold the property's historic significance and integrity?	<input type="checkbox"/>	<input type="checkbox"/>	
<b>B) <u>Overall Criteria:</u></b>	<b>Yes</b>	<b>No</b>	
1. Project is feasible with regards to scope and scale?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Project will serve as a "model project" and/or is likely to generate additional rehabilitation projects?	<input type="checkbox"/>	<input type="checkbox"/>	
3. Project creates lasting improvements in terms of durability and projected lifespan of improvements to be made?	<input type="checkbox"/>	<input type="checkbox"/>	
<b>C) <u>Architectural Character &amp; Retail Supportive:</u></b>	<b>Yes</b>	<b>No</b>	
1. Project demonstrates Context Sensitive:			
Materials	<input type="checkbox"/>	<input type="checkbox"/>	
Colors	<input type="checkbox"/>	<input type="checkbox"/>	
Massing & Proportion	<input type="checkbox"/>	<input type="checkbox"/>	
Lighting	<input type="checkbox"/>	<input type="checkbox"/>	
Signage	<input type="checkbox"/>	<input type="checkbox"/>	
2. Project is Pedestrian-friendly in:			
Design & Detail	<input type="checkbox"/>	<input type="checkbox"/>	
Transparency	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D) <u>Potential Community Benefits:</u></b>	<b>Yes</b>	<b>No</b>	
1. Facilitates business & job creation (e.g. adds to number of units, jobs or other)?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Supports small business owners and entrepreneurs and/or provides for a new business sector Downtown?	<input type="checkbox"/>	<input type="checkbox"/>	
3. Adds additional residential units to Downtown?	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Total Design Review Points:</b>	<input type="checkbox"/>		

**OVERALL IMPACT**

Project's overall impact on the vitality of Downtown Cheyenne (rank 1-5 with 1 being the least impact and 5 being the highest)

**1** point

**2** points

**3** points  
points

**4** points

**5**

<u>Category</u>	<u>Score</u>
Pre-Review	
Design Review	
Overall Impact	
<b>Grand Total</b>	

**General Comments:**

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Completed and signed on \_\_\_\_ (date) of \_\_\_\_\_ (month), \_\_\_\_ (year)

By Design Committee Members:


COMMITTEE RECOMMENDATION & PROPOSED FUNDING LEVEL
Proposed Funding: \$_____

## FACADE EASEMENT AGREEMENT

THIS FACADE EASEMENT AGREEMENT (“AGREEMENT”) is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_, a \_\_\_\_\_, having a mailing address of \_\_\_\_\_ and a physical address of \_\_\_\_\_ (hereinafter “Grantee”), and the CHEYENNE DOWNTOWN DEVELOPMENT AUTHORITY, a municipal authority organized pursuant to Wyo. Stat. 15-9-201 et seq., whose address is 1601 Capitol Ave., Cheyenne, Wyoming 82001 (hereinafter the “Grantor”).

WHEREAS, the Grantee is the fee simple owner of the property located at \_\_\_\_\_, Cheyenne, Wyoming, legally described as \_\_\_\_\_ (Parcel Identification Number: \_\_\_\_\_) (hereinafter the “Property”). Located on the Property is the following structure \_\_\_\_\_ (“the Building”); and

WHEREAS, the Grantor and Grantee recognize the architectural value and significance of the Building, and have the common purpose of conserving, preserving and enhancing the architectural value and significance of the Building’s facade; and

WHEREAS, the Grantor, pursuant to its Facade Improvement Program, approved the release of grant funds to the Grantee to conduct structural and/or aesthetic facade improvements at the above mentioned Property, subject to the execution and completion of all terms and conditions of this AGREEMENT; and

WHEREAS, it is the specific intention of the parties hereto to specifically exclude the interior and other parts of the Building from this Agreement; and

WHEREAS, this AGREEMENT obligates Grantee to continue to preserve, protect, enhance and perpetuate the facade improvements constructed under this AGREEMENT; and

WHEREAS, Grantee desires to grant to the Grantor, and the Grantor desires to accept this facade easement in accordance with the following terms and provisions:

### I. GRANT, PURPOSE AND EXTENT OF FACADE EASEMENT

1. For good and valuable consideration, as set forth in this AGREEMENT, the receipt and sufficiency of which are hereby acknowledged, the Grantee does hereby irrevocably grant and convey to Grantor, a facade easement for the Property for a period of five years, commencing on the date of this Agreement for the purposes herein expressed. The facade easement area shall be the Building facade located on the Property. The Grantor shall have no obligation to repair or maintain the facade easement area herein granted.

## II. FAÇADE IMPROVEMENT FUNDING GRANT.

2. The Grantee has agreed to improve the facade of the Building located on the Property in accordance with the scope of work and terms outlined on attached hereto as “EXHIBIT A” (“Scope of Work”) and incorporated herein by reference.
3. In order to assist Grantee with the cost of the facade improvements and in exchange for the facade easement herein granted, the Grantor agrees to provide to the Grantee a one-time, lump sum, grant payment of up to \$\_\_\_\_\_.00 or \_\_\_\_% of the total cost of the facade improvements identified on EXHIBIT A attached hereto, whichever is less, following the Completion Date and after all conditions set forth in paragraph 5 of this AGREEMENT are satisfied. Reimbursement will be based on the lesser of two contractor quotes, which Grantee is required to provide to the Grantor. As used in this AGREEMENT, “Completion Date” shall mean the date that the Grantee, notifies Grantor in writing that the Scope of Work is completed and obtains final approval of the project by all applicable governing authorities that may have jurisdiction over its construction and supervision of the facade improvements. Unless otherwise agreed to between the Grantor and the Grantee, all work under this AGREEMENT shall be completed within twelve (12) months of the date of this AGREEMENT.
4. Grantee is solely responsible for hiring all contractors to complete the Scope of Work and ensuring that the work is completed in accordance with the scope and specifications approved by the Grantor per this AGREEMENT. Any dispute that arises between Grantee and any contractor, subcontractor or materialman regarding workmanship, payment, deficiencies or any other matter is Grantee’s sole responsibility and obligation. If a dispute arises, Grantee shall immediately provide written notice of the dispute to the Grantor.
5. The Grant Funds will be released to Grantee after the Completion Date, provided that:
  - a. The Grantee provides the Grantor with documentation of construction cost expenditures (as outlined in paragraph 18);
  - b. No Construction liens shall have been filed against Grantee or the Property;
  - c. There is no ongoing dispute between Grantee and any contractor, subcontractor or materialman who performed work or provided materials for the facade improvements;
  - d. The Grantee has provided the Grantor with such sworn statements, waivers of lien, affidavits, other documents, paid receipts and other proof of payment from the Grantee, and from any general contractor, subcontractor, suppliers and laborers as shall be required by the Grantor; and
  - e. All work shall have been completed in a manner satisfactory to the Grantor and consistent with and in accordance with the approved facade program, pursuant to attached EXHIBIT A.
6. In the event the Grantee fails to complete the improvements or to complete them in accordance with EXHIBIT A, the Grantor shall not be liable for reimbursement for any of



the Grantee's materials, construction and improvement costs, nor shall Grantor be obligated to pay the Grant Funds to Grantee.

7. The Grantor shall not be liable for payments for services/materials beyond the Scope of Work defined in EXHIBIT A, nor shall the Grantor be liable for payments for activities which are conducted after the facade improvement project is completed.
8. The Grantor shall not be liable for payments for façade improvements begin or completed prior to the date of this AGREEMENT.
9. The Grantor shall not be party to, nor is it liable for, any contractual agreements or payments to third parties or contractors.

### III. GRANTEE OBLIGATIONS AND RESPONSIBILITIES.

10. The Grantee acknowledges and agrees that the amount addressed in paragraph 3 is to be used solely for exterior facade improvements on the Building identified in this AGREEMENT and to abide by the provisions of the Grantor's "Facade Improvement Program". All work performed by the Grantee shall be consistent with the approval of the Grantor, attached as EXHIBIT A. No changes are allowed unless the Grantee obtains written approval from the Grantor prior to implementing such changes. The Grantee understands that the Grantor is not required to approve or authorize any changes.
11. The Grantee shall identify the contractor(s) who will perform the Scope of Work and disclose if any such contractor(s) is a family member or employee of the Grantee.
12. The Grantee acknowledges that it is solely responsible for providing its own contractor(s), and to assure that those contractors are fully insured and licensed and have obtained necessary permits in accordance with city regulations.
13. The Grantee shall maintain records and documents of facade improvement expenditures in accordance with generally accepted accounting practices.
14. The Grantee shall continuously maintain adequate protection for all work performed under the AGREEMENT from damage and shall protect the adjacent public sidewalk and adjacent properties from injury arising in connection with this AGREEMENT. The Grantee shall make good such damage or injury. Further, it shall be the responsibility of the Grantee to remove from the premises any and all debris or refuse resulting from the construction and improvements, leaving the same in a neat and orderly condition.
15. The Grantee hereby grants to the Grantor the right to take and utilize photographs, pictures, renderings or descriptions of the facade and work performed under this AGREEMENT for any and all purposes desired by the Grantor.
16. The Grantee shall comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations, and is responsible for obtaining at the Grantee's sole

cost and expense, all necessary easements, right-of-way, permits, licenses approvals and any other permission necessary for the façade improvement project. Real and personal property taxes and other city accounts must be current at the time of approval.

17. The Grantee acknowledges that there is no violation or default by the Grantee under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind to which it is a party and by which it is bound, or to which it or any of its assets are subject, wherein a default or violation would materially and adversely affect any of the transactions contemplated by, or the validity of this AGREEMENT. Compliance with the terms of this AGREEMENT does not conflict with, and will not result in or constitute a breach of, or default under, any of the foregoing.
18. The Grantee may not assign, transfer or delegate to any other person or entity all or any rights or obligations under this AGREEMENT without prior written consent of the Grantor. However, nothing in this AGREEMENT shall prohibit the Grantee from contracting to qualified contractor or subcontract to perform the Scope of Work.
19. Not more than sixty (60) days after the Completion Date of the facade improvement project, the Grantee shall submit to the Grantor supporting documentation of project completion including, but not limited to, documentation of construction cost expenditures, payment, and affidavits.
20. For a period of five years commencing on the date of this AGREEMENT, Grantee:
  - a. Shall not demolish, remove or raze the facade;
  - b. Shall perform such ordinary and necessary maintenance on the facade in order to maintain its appearance and structural soundness and prevent any deterioration of the facade and improvements. The Grantee is not required to notify the Grantor that maintenance is going to be performed;
  - c. Shall not undertake or allow to be undertaken any changes to the facade including any of the following, without the express written consent of the Grantor or its successors and assigns:
    - i. Any change in the facade including alteration, partial removal, construction or remodeling;
    - ii. Any change in the facade which alters its physical or structural components;
    - iii. Any change in the color, surfacing, appearance or construction of the facade;
    - iv. Any significant reconstruction, repair, repainting or refinishing of the facade that alters its state from the existing condition.
21. In the event of written permission to undertake changes as outlined in paragraphs 9 and 19(c) above, Grantee shall provide to the Grantor copies of the plans, designs, elevations, specifications, and documents relating to the change or work, including specification of all materials, colors and construction techniques to be used in any such work and photographs of the subject areas as it appears at the time of the request. The Grantee shall also comply

with all necessary city ordinances and provisions of the City of Cheyenne Unified Development Code concerning obtaining proper building permits and using licensed contractors. Any changes to this AGREEMENT shall be subject to review and approval by the Grantor.

22. Should Grantee fail to comply with the requirements of paragraph 19 above, the Grantee shall be obligated to repay to the Grantor the entire Grant Amount.

#### IV. ADDITIONAL TERMS AND PROVISIONS

21. Term of Agreement. This AGREEMENT shall commence upon execution by both parties and shall terminate five years thereafter.
22. Modifications of Agreement. This AGREEMENT may only be modified by an instrument in writing signed by both parties.
23. Severability. Should any court having jurisdiction over this AGREEMENT find any portion of the AGREEMENT void, voidable, or invalid for any reason, the remainder of the AGREEMENT will otherwise be valid as if the void, voidable, or invalid portion had not been a part of this AGREEMENT.
24. Casualty damage. In the event that the Property or any part thereof shall be damaged by fire or other casualty, then the proceeds of the insurance required to be carried pursuant to this AGREEMENT, as well as Grantor's funds, shall be first applied to reconstructing the facade. If the premises are damaged to such an extent that the Grantor determines that reconstruction is not feasible and provides the Grantee with a statement from an independent engineer to the same effect, then this AGREEMENT shall be void and of no further force and effect.
25. Inspection. Grantee covenants that representatives of the Grantor shall be permitted to inspect the facade at any time during the term of this AGREEMENT for the purpose of determining conformance with this AGREEMENT.
26. Remedies. In the event that the Grantee violates any provision of the AGREEMENT, the Grantor may, upon fifteen (15) days prior written notice to Grantee, commence legal action against the Grantee. In the event that it is determined that the Grantee violated any of the obligations under this AGREEMENT, the Grantee shall reimburse the Grantor for any costs, expenses, and reasonable attorneys' fees incurred in connection with the legal action.
27. Runs with the Designated Feature. The obligations required by this AGREEMENT and the facade easement granted herein shall be deemed to run as a binding servitude with the Property and the facade. Grantee shall notify any purchasers of the Property of this AGREEMENT.

28. Incorporation by Reference. Grantee agrees that the restrictions contained in this facade easement will be inserted by express reference in any subsequent legal instrument affecting the Property.
29. Governing Law. The construction, interpretation and enforcement of this AGREEMENT shall be governed by the laws of the State of Wyoming, and the courts of the First Judicial District, Laramie County, Wyoming shall have jurisdiction over any action arising out of this AGREEMENT.
30. Compliance with Applicable Ordinances. Except as provided in this section, nothing contained in this AGREEMENT shall be interpreted to authorize or permit Grantee to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any ordinance and the terms of this AGREEMENT, the ordinance shall prevail and the Grantee shall promptly notify the Grantor of the conflict.
31. Indemnification. In entering this AGREEMENT, the Grantee agrees to defend, hold harmless, and indemnify the Grantor, its officials, board of directors, employees, authorized agents and volunteers against any and all liabilities, claims, penalties, forfeitures, damages, suits, and costs and expenses incident thereto, including attorney's fees, which may hereafter arise as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders to the extent caused by Grantee's breach of any term or provision of this AGREEMENT, Grantee's failure to pay any third party for the facade improvements outlined herein, or any negligent or wrongful act, error or omission by Grantee, or its owners, employees, agents, contractors, or subcontractors in the performance of this AGREEMENT, the façade improvement on the Property, maintenance of or failure to maintain the façade, and/or Grantee's acceptance of the Grant Funds. Grantee acknowledges that it may incur financial obligation to the Grantor pursuant to the terms of this paragraph.
32. Governmental Immunity. The Grantor does not waive any applicable defenses and expressly reserves the right to invoke governmental immunity pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, for any claim arising out of performance of this AGREEMENT.
33. EEOC Compliance. All parties to this AGREEMENT assure that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against, in connection with the award and performance of this AGREEMENT on the grounds of age, race, color, disability, national origin, or sex. The parties further assure that they will include the language of this paragraph in all agreements associated or connected in any way with this AGREEMENT and shall cause all existing agreements to similarly include this clause herein.
34. Employment Practices of Grantee: The Grantee shall indemnify and hold Grantor harmless from any and all claims, demands, causes of action, damages, injuries and other liabilities

that may be asserted against or imposed upon the Grantor as a result of the employment practices of Grantee, its agents or assigns.

35. Political and Religious Promotion Prohibited: None of the funds, materials, property or services contributed by the City of Cheyenne or the Grantor pursuant to this AGREEMENT shall be used for the promotion of:
  - a. any partisan political activity, or to further the election or defeat of any candidate for public office, or
  - b. Religious worship, instruction or proselytization.
36. Compliance with Applicable Law. The Grantee agrees to comply with all applicable local, state and federal laws, ordinances, rules and regulations in the performance of this AGREEMENT. Failure to do so will give the Grantor the right to immediately terminate this AGREEMENT.
37. Records and Accounts. The Grantee shall maintain fiscal records and accounts as required by Wyoming law and as required by the Grantor to assure proper accounting for reimbursements. These records shall be made available for audit purposes to the Grantor and will be retained by the Grantee for three (3) years after the expiration of the AGREEMENT.
38. Reports and Inspections. The Grantee shall produce financial, program progress and other reports as may be requested by the Grantor, and will permit on-site inspections upon request by the Grantor.
39. Insurance. Grantee, at its expense, shall:
  - a. Fire and Casualty Insurance. Keep the premises insured under a standard form of insurance policy against loss or damage resulting from fire and other perils normally insured under a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Wyoming.
  - b. Commercial General Liability Insurance. For claims arising out of bodily injury, illness or death, or from damage to or destruction of property of others, including loss or use thereof, with minimum limits of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, for the entire term of this AGREEMENT.
40. Additional Insurance Information. The Grantee shall name the Cheyenne Grantor as an additional insured by endorsement on its insurance policies and shall provide the Grantee with a copy of the endorsements. The Grantee shall provide the Grantee with certificates of insurance acknowledging the above-stated coverages prior to beginning work under this AGREEMENT. It is understood and agreed that these policies are primary and not contributory. All policies required under this AGREEMENT shall be in effect for the duration of this AGREEMENT. It shall be an affirmative obligation upon Grantee to immediately notify in writing Grantor's Executive Director of any fact, circumstance, or

occurrence that has resulted in or may result in the cancellation or substantive change of any insurance coverage required by this AGREEMENT, and failure to do so shall be construed to be a breach of this AGREEMENT. In addition, Grantee shall provide the Grantor with copies of insurance policies and/or policy endorsements listing the Grantor as an additional insured. The Grantor's failure to request or review such policies, endorsements, or certificates shall not affect the Grantor's rights or Grantee's obligations hereunder. Any insurance company providing coverage under this AGREEMENT shall have a minimum A.M. Best rating of A- (excellent).

41. No Partnership. No partnership or joint venture is created by this AGREEMENT. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this AGREEMENT and the facade improvements contemplated herein. Nothing in this AGREEMENT shall be interpreted as authorizing the Grantee or its owner, agents or employees to act as an agent or representative of or on behalf of the Grantor or to incur any obligation of any kind on behalf of the Grantor.
42. Taxes, Fees and Debts. The Grantee agrees to pay all taxes, excises, license fees, permit fees, bills, debts and obligations incurred in connection with this AGREEMENT.
43. Successors and Assigns. It is mutually agreed and understood that all of the covenants and agreements contained herein shall extend to and be obligatory on the successors and assigns of the respective parties.
44. Conflict of Interest. In entering this AGREEMENT, the Grantee covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner with performance of this AGREEMENT. The Grantee certifies that no one who has or will have any financial interest under this contract is an officer or employee of the Grantor.
45. Waiver. The waiver by either party of any term, condition or covenant, or breach of any term, condition or covenant, shall not constitute a waiver of any other term, condition or covenant, or breach thereof.
46. Third Party Rights. 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 parties to this AGREEMENT intend and expressly agree that only the parties to this AGREEMENT, and their permitted assigns, 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 action for breach of this AGREEMENT. This paragraph is not intended nor shall it be construed to waive any of the parties' immunities.
47. Public Access. The Grantor and Grantee agree that the public shall have the regular and substantial opportunity to view the designated feature from the sidewalk in front of the

building. The Grantee shall have no obligation to allow the general public to view the interior of the building.

48. Right to Use of the Premises. The Grantee reserves for itself, its successors, assigns, mortgagees and lessees the right to continue to use and occupy the premises for all lawful purposes not inconsistent with this AGREEMENT.
49. Default. Each and every term and condition in this AGREEMENT shall be deemed to be a material element of the AGREEMENT. In the event either party should fail or refuse to perform according to the terms of this AGREEMENT, such party may be declared in default.
50. Notices. Any notice required under this AGREEMENT shall be in writing and shall be mailed, postage prepaid, by registered or certified mail with return receipt requested, or hand delivered and receipted to the addresses set forth above. Each party may change its address set forth herein by a written notice to the other party.
51. Recording. This AGREEMENT or a memorandum of this AGREEMENT may be recorded in the office of the Laramie County Clerk and Recorder.
52. Transfer of Development Rights. Nothing contained in this AGREEMENT shall be interpreted to limit Grantee's rights or ability to transfer any development or any rights in the Property which may exist now or at any time in the future.
53. Condemnation. In the event that any governmental authority initiates a suit by virtue of eminent domain, or other similar proceedings for any public or quasi-public or other use against all or a portion of the Property, this AGREEMENT shall immediately terminate as to that portion of the Property only.
54. Embodiment of Agreement and Binding Effect. This AGREEMENT contains the entire understanding of the parties with respect to the subject matter of this AGREEMENT. Time is of the essence hereof. This AGREEMENT shall be binding upon the parties hereto and, upon their respective successors, heirs, executors, administrators, and permitted assigns.
55. Force Majeure. No party hereto shall be liable for failure to perform its obligations under this AGREEMENT if such failure is due to unforeseeable events beyond the party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, the public enemy, federal or state government, or the other party, fires, flood, epidemics, quarantine restriction, strikes, embargoes, and delays of contractors due to such causes. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; provided, however, that the party seeking relief from obligations under this section shall notify the other party in writing, setting forth the event giving rise to such failure to perform, within ten (10) days following the occurrence of such event.

56. Counterpart Signatures. For the convenience of the parties, this AGREEMENT may be executed in one or more counterparts, and each executed counterpart shall for all purposes be deemed an original and shall have the same force and effect as an original, but all of which shall together constitute in the aggregate one and the same instrument.
57. Headings. Headings used in this AGREEMENT are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize or in any way affect the provisions of this AGREEMENT.
58. Grantee's Authority. Grantee has the legal power and authority to enter into and perform this AGREEMENT and all other agreements contemplated hereby. All approvals required of the individual(s) signing this AGREEMENT on behalf of Grantee have been validly made such that Grantee entering into this AGREEMENT shall be fully binding upon Grantee.

SIGNATURE PAGE TO FOLLOW



IN WITNESS HEREOF, the parties have executed this AGREEMENT on the day and year first above written.

CHEYENNE DOWNTOWN DEVELOPMENT AUTHORITY ("Grantor"):

BY: \_\_\_\_\_  
Alane West, President

\_\_\_\_\_, GRANTEE:

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF LARAMIE    )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Alane West, the President of the Cheyenne Downtown Development Authority, the municipal authority that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the authority.

Witness my hand and official seal. My Commission expires:

\_\_\_\_\_  
Notary Public

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF LARAMIE    )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said entity.

Witness my hand and official seal. My Commission expires:

\_\_\_\_\_  
Notary Public

**EXHIBIT “A”**  
**FACADE IMPROVEMENTS SCOPE OF WORK**

The scope of work for the facade improvement project is as follows:

(INSERT SCOPE)

The scope of work must be performed in accordance with the specifications and recommendations set forth in the Design Report prepared by \_\_\_\_\_, dated \_\_\_\_\_, 2016.

**EXHIBIT “B”**

(Attach application)

**EXHIBIT “C”**

(Attach design report)

## APPENDIX

### SECRETARY OF INTERIOR STANDARDS FOR REHABILITATION

1. A property will be used as it was historically or be given a new use that requires Minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

