



Cheyenne Downtown Development Authority

(307) 433-9730 • www.downtowncheyenne.com • 2101 O'Neil Ave., Room 202, Cheyenne, WY 82001

STAFF REPORT

Request: DDAC-26-6: Capital Improvement Grant Request
Location: 1620 Thomes Avenue, Cheyenne, WY 82001
Applicant: Warren Appel (Property Owner Representative)
Owner: Geek Garage 2.0, LLC
Date: September 17, 2026
Staff Contact: Sophia Maes, *CRE Deputy Director*

RECOMMENDED MOTION:

Move to approve the CIG application for 1620 Thomes Ave (Geek Garage) for up to \$1,000 (50% of the approved costs) subject to the conditions outlined by staff, and

- Remove one dead tree along Thomes Avenue frontage and replant
- Cut new sidewalk opening and plant tree along West 17th Street frontage

and allow the Executive Director to execute the grant agreement.

BACKGROUND:

The Capital Improvement Grant (CIG) Program is designed to support capital projects that enhance public infrastructure within the DDA district and deliver clear, measurable public benefit. This program focuses solely on improvements within the public right-of-way (ROW), such as lighting, streetscapes, and similar enhancements.

Warren Appel (on behalf of Stephen Miraglia, representative of Geek Holdings at 1620 Thomes Ave, Cheyenne, WY), has applied for a Capital Improvement Grant (CIG) to complete the following improvements:

- Remove one dead tree along Thomes Avenue frontage and replant
- Cut new sidewalk opening and plant tree along West 17th Street frontage

The subject property is located within the Central Business District (CBD) zoning district. The location of the proposed work is within the public right-of-way and is required for occupancy by the City of Cheyenne. No changes to the building itself are occurring with these improvements.

The property was occupied prior by the Cheyenne Creativity Center and was recently purchased by Geek Holdings, LLC, which proposes to operate Geek Garage HQ (a retail and small electronics repair business) from the property.

The proposed improvements are estimated at \$2,000 with \$1,000 (50%) requested through the DDA Capital Improvement Grant (CIG) program.



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The applicant is the property owner. A Letter of Authorization verifying permission for the proposed improvements was signed and is attached.

ANALYSIS OF APPLICATION WITH REVIEW CRITERIA:

1. The application meets the definition of “project” outlined in W.S. §15-9-202 (a)(v) by aligning with at least one of the criteria.
 - a) **The planning or management of development or improvement activities:** The proposed tree installation and concrete cutout represent physical improvement activities within the public ROW. Replacing trees is seen as an improvement, as it adds to the urban canopy and overall health and safety of the downtown environment. **This request meets this criterion.**
 - b) **Landscaping or other maintenance of public areas:** Tree materials, installation, and the associated concrete cutout along Thomes Avenue and West 17th Street constitute landscaping of a public area. **This request meets this criterion.**
 - c) **Promotion of public events:** The application proposes no activities related to the promotion of public events. **The request does not meet this criterion.**
 - d) **Activities in support of business recruitment and development:** Although the project supports the retainment (and relocation) of a downtown business (Geek Garage), the proposed physical streetscape improvements do not themselves constitute activities in support of business recruitment and development as contemplated by this subcategory. **The request does not meet this criterion.**
 - e) **Other economic improvement activity for which an assessment may be made on property specifically benefited thereby:** Tree planting and sidewalk cutout work along public street frontages would constitute an economic improvement activity specially benefiting the adjacent commercial property. **This request meets this criterion.**

The application partially meets the statutory project definition under W.S. §15-9-202(a)(v) through subcategories (a), (b), and (e). **This meets review criteria.**

2. The application meets the intent of the DDA Plan of Development outlined in W.S. §15-9-201 and §15-9-207.

The intent of the DDA Plan of Development is to:

- Carry out the purposes of the DDA:
 - Promote health, safety, prosperity, security, and general welfare
 - Halt or prevent deterioration of property values or structures within the central business district (CBD)
 - Halt or prevent the growth of blighted areas within the central business district (CBD), and
 - Assist municipalities in the development and redevelopment of such districts and in the overall planning to restore or provide the continuance thereof.
- Promote the economic growth of the Downtown District.



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- Implement education and public relations programs to persuade property owners and business proprietors to carry out improvement plans.

The most relevant Plan of Development focus areas are Building and Street Character and Infrastructure and Land Use, which both have the goals of integrating additional street trees, landscaping, benches, and pedestrian-scaled lighting to create a more inviting and safer public environment. The proposed replacement and additional tree planting are within the public right-of-way, enhancing the streetscape and overall environment of the ROW.

A "blighted area," as defined in W.S. 15-9-103(iii), includes deteriorated or deteriorating structures and is a menace to the public health, safety, morals, or welfare in its present condition and use. Street tree installation and the associated concrete cutout would improve the public streetscape environment adjacent to the property and add to the overall health and welfare to the community through enhanced urban canopy and the benefits thereof. **This meets this review criterion.**

3. The application meets the intent of the program.

The Capital Improvement Grant (CIG) Program supports capital projects that improve public infrastructure within the DDA District and provide a clear, measurable benefit to the community. Funding is limited to improvements located within the public right-of-way (ROW), including projects such as lighting, streetscape enhancements, pedestrian amenities, and other infrastructure improvements that contribute to the functionality, safety, and appearance of the downtown environment.

If approved, the grant will be up to 50% of eligible improvement costs, with total approved costs reimbursable up to that 50% match, capped at \$50,000 per project.

Proposed Improvements Eligibility:

- Improvements are located entirely within the public right-of-way.
- Project was not already underway/in progress prior to application: The application was submitted September 8, 2026, and no facts in the record indicate construction, fabrication, or installation has commenced prior to application.
- At least two (2) cost estimates/bids submitted.
- Property has not received DDA grant funds for the same improvements within the past 5 years
- Property is within the DDA District boundary
- Project is not required as a condition of new construction or a private development agreements

This meets this review criterion.



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4. The application adheres to Article 16 of the Wyoming Constitution outlining the use of public funds.

Article 16, Section 6 of the Wyoming Constitution outlines the appropriate uses of public funds (such as the DDA Special District Mill Levy), limiting them to the direct benefit of the public or the necessary support of the poor. Section 13 further provides that incorporated municipalities may “appropriate from local sources of revenue such funds as may be deemed necessary for an economic or industrial development project or program, public or private, subject to approval by a vote of the majority of the registered voters of the county or municipality voting upon the question.”

The 2023 Mill Levy election, approved by a majority of the Special District’s commercial property owners, authorizes the levy of 20 mills on commercial properties within the District to fund:

1. Landscaping or maintenance of public areas;
2. Planning or management of development or improvement activities;
3. Promotion of public events; and
4. Activities in support of business recruitment and development.

The project satisfies the 2023 Mill Levy's authorized purposes for planning or management of development or improvement activities and activities in support of business recruitment and development, consistent with the Criterion 1 of this analysis (“the application meets the definition of “project” outlined in W.S. §15-9-202 (a)(v) by aligning with at least one of the criteria”) finding that statutory categories (a), (b) and (e) are met.

The applicant submitted two bids per item, which satisfies the CIG program's minimum competitive-pricing requirement.

The proposal meets this review criterion.

STAFF REVIEW:

The application received the following comments from City of Cheyenne staff:

Planning and Development Department

This project is located entirely within the public right-of-way and designed to serve the public good by improving pedestrian aesthetics.

This is a great use of this DDA grant program. Planning Director supports.

Applicant is advised to verify with the City Forester if watering will be the property owner's responsibility or it will be absorbed by Urban Forestry.



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Building Department

Applicant is advised that work shall be performed by licensed contractors for all trades. All contractors and subcontractors are required to have/obtain all required licensing with the City of Cheyenne building division prior to commencing any work on the project. Please direct all questions to (307) 637-6265.

Applicant is advised that all electrical contractors and electricians are required to have/obtain all required licensing with the Wyoming department of fire prevention and electrical safety prior to commencing any work on the project. Please direct all questions to (307) 777-7288.

Applicant is advised that building permits shall be required and all plans submitted may be required to be designed and stamped by a state of Wyoming licensed design professional.

Applicant is advised that the City of Cheyenne has adopted the 2024 I-codes, the 2018 IECC, and the 2023 (NEC). Further advise that the City of Cheyenne will be adopting the 2026 NEC with an anticipated enforcement date of July 1, 2026.

CONCLUSION:

Staff analysis is that the application meets the review criteria.

STAFF RECOMMENDATION:

Staff recommends moving to approve the CIG application for 1620 Thomes Ave (Geek Garage) for up to \$1,000 (50% of the approved costs) for the removal and replanting of one dead tree along Thomes Avenue frontage and the cutting of a sidewalk opening and new tree planting along West 17th Street ROW.

ALTERNATIVES:

1. Deny the request in full

ATTACHMENTS:

1. DDAC-26-6 Application (6 pages)
2. Tree Planting Estimate #1: Magrum Tree Service (1 page)
3. Tree Planting Estimate #2: Big Bird Landscaping LLC (2 pages)
4. Cement Cutout Estimate #1: Core Concrete LLC (1 page)
5. Cement Cutout Estimate #1: Santos Construction (1 page)
6. Letter of Authorization (1 page)



Geek garage 1726 capitol ave

#0002546

From: Magnum Tree Service

6016 Iron Mountain Road, Cheyenne, WY, 82009

Amount:

\$1,400.00

Bill To: Stephan Miraglia

1726 Capitol Avenue, Cheyenne, WY, USA

Date of Issue:

8/12/2026

Expiration Date:

9/12/2026

Item	Rate (excl. tax)	Quantity	Tax	Total
Tree Installation Planting, Staking, Mulching included, (1) 2" caliper deciduous shade tree, hackberry requested, additional options - sensation maple, bur oak, linden, accolade elm	\$700.00	2		\$1,400.00
Subtotal				\$1,400.00
Total				\$1,400.00



ESTIMATE

DATE 8/13/2026

Big Bird Landscaping LLC

Nestor Gallardo
7221 Space Drive
Cheyenne WY 82009
307 414 0170
bigbirdlandscapingllc@yahoo.com

TO:
STEVE MIRAGLIA
GEEK GARAGE 2.0, LLC
307-514-0876
STEVE@WYOGEEKGARAGE.COM

FOR:
GEEK GARAGE TREES
THOMES AND 17TH

TIMELINE:
SEPTEMBER

DESCRIPTION	HOURS	RATE	AMOUNT
Install (2) City approved boulevard trees into cut concrete squares, includes permit for planting, stakes and ties, cedar shredded mulch rings, watering bags, three month warranty with care guide and a November check in. Will supply water for planting, includes removing existing tree. *Concrete to be cut and ready before tree installation. No irrigation present, will require filling bags twice a week form planting until mid-October and then once for the remaining of October moving to a once every three weeks for typical weather (typical weather freezing- mid 40s). Frequent higher temperatures would mean more watering.			\$1,700.00
Comments: This pricing structure includes credit card payment processing fees up to a maximum of \$10,000 annually. Should you wish to use credit card payments for amounts exceeding \$10,000, please be aware that the current rate of transaction or processing fees will apply to the additional amount. Additionally, please note that there are no extra fees for ACH bank drafts or check payments.			\$1,700.00

Client Signature

Date

Big Bird Landscaping, LLC

Date

Estimate Pricing good for thirty (30) days. Any estimate not accepted within thirty (30) days shall be null and void.

Service Contract Disclosure

Please be advised that if you accept and sign this Estimate, it converts to a binding contract ("Contract") between you ("Customer") and Big Bird Landscaping LLC ("Big Bird"), and the Contract is subject to the following terms.

- 1) Acceptance: Customer's signature on the Estimate constitutes acceptance of the Contract. The Contract is effective on the date of signature.
- 2) Materials Pricing. Material costs have been calculated based on the current prices for labor, equipment, and building materials. Customer acknowledges that the market for building materials is volatile and sudden price changes could occur. Big Bird shall notify the Customer of material increases within 31 days of beginning the contracted work as Big Bird. Customer acknowledges and agrees that material packages are priced together but that individual prices may vary.
- 3) Plans. All design plans or related pictures and templates remain the property of Big Bird until the project has been completed and paid in full.

- 4) Payment. 10% of the total price is due at signing. 40% of the total price is due at least thirty (30) days prior to Big Bird beginning the work. 50% of the total price or remaining balance is due at completion of the project. Amounts not paid by Customer within thirty (30) days of invoice shall accrue interest at the rate of 5% per month starting at thirty-one (31) days.
- 5) Contract Modification. The Contract, including the description of work to be performed, can only be modified in writing, signed by both Customer and Big Bird. Any changes agreed to in writing shall result in a new contract.
- 6) Property Locates. Property locates will be called in to all projects that require digging or trenching, 811 will be utilized for this purpose. Property locates only locate lines installed by companies to include (but not limited to) water lines, cable lines, gas lines and electrical lines. Lines installed through outside sources to include the Customer, must be marked by the Customer. Big Bird assumes no responsibility for, nor shall be held liable for damage to or caused by lines not marked or marked inaccurately. Big Bird will obtain watering permits when needed for city properties during requested season. ***Locates that incur fees will be billed on the final invoice, as applicable.***
- 7) Warranty. Plantings to include trees, shrubbery, and perennials shall be warranted for (3) months from the date of project completion. Sod is NOT covered by this, or any other warranty, by Big Bird. Acts of vandalism, acts of nature or God, negligence by the Customer, including failing to water, or any other act or occurrence caused by anyone other than Big Bird shall void this, or any other warranty provided by Big Bird. All warranties from Big Bird shall be void on past due accounts...
- 8) Defend, Indemnify, and Hold Harmless. Customer agrees to indemnify, defend, and hold harmless Big Bird, its members, managers, agents, and employees, from and against any and all claims, losses, or damages (a) arising from or related to actions taken by Customer in relation to the performance of the Services; (b) the acts or omissions of Customer, its owners, managers, agents, and employees; (c) failure by Customer to perform its obligations under this Contract; or (d) enforcement of this Paragraph. This Paragraph shall survive the termination of this Contract.
- 9) Lien.

NOTICE TO OWNER

The undersigned party is providing work or materials to the property described below. Failure of payment due and owing to a contractor, subcontractor or materialman for work performed or materials provided to the project located on the property can result in the filing of a lien against the property. To avoid this result, when paying for labor and materials you may ask the contractor, subcontractor, or materialman for "lien waivers" from all persons supplying materials or services. Failure to secure lien waivers may result in your paying for labor and materials twice.

- 10) Termination. Customer may terminate the Contract at least thirty (31) days before Big Bird begins work on the project for a full refund, minus consultation fee and design fees. Customer may terminate less than thirty (30) days but prior to Big Bird beginning to perform work. In this case, Customer shall pay to Big Bird the greater of a two hundred and fifty dollar (\$ 250) fee or the total cost of the materials purchased for the specific project. Customer may terminate the Contract after Big Bird has begun working on the project but shall remain liable to Big Bird for the actual cost of materials, labor, overhead and profit for work already performed and materials already purchased for the project. Termination of the Contract by Customer must be provided to Big Bird in writing.
- 11) Choice of Law. This Contract and Big Bird and the Customer's relationship shall be governed by Wyoming law.
- 12) Costs and Attorneys' Fees. In the event Big Bird is required to take any legal action to enforce the terms of the Contract, Customer shall pay Big Bird's costs, expenses, and attorneys' fees to enforce the terms, including the cost of collection or suit.
- 13) Entire Agreement. This Contract constitutes the entire agreement of Big Bird and Customer.

THANK YOU FOR YOUR INTEREST IN WORKING WITH US!

Core Concrete, LLC
 1021 W 19th St
 Cheyenne WY 82001
 307-421-0108
 CoreConcreteOffice@Gmail.com

QUOTE SHEET



DATE:		Friday, August 21, 2026		Inv. #:	
QUOTE FOR:					
Name:	Hayden Hassinger				
Address:	1608 Thomas Ave				
Phone Number:	307-421-0902				
Email Address:	hayden@wyogeekgarage.com				
Details				AMOUNT	
Cut, Tear Out and Dispose of 6'x6' Concrete Section, Labor and Materials				\$2,487	
Exclusion/s: Blanketing and Winterization					
Retainer:	\$1,244	Subtotal:		\$2,487	
		Discount:	0%	\$0	
		Total:		\$2,487	
		Paid:		\$0	
		Balance:		\$2,487	
Important Notes:					
QUOTE IS GOOD FOR 30 DAYS					
1 If Applicable: A Retainage of 50% (above) is required for all jobs to schedule and begin work to purchase materials and set the start date for your project.					
2 Standard Rule: 20% of the Retainage is Non-Refundable					
3 Quote is subject to change with substantial change/s to Project					

Please use the contact information at the top of this page for any questions concerning this Invoice

QUOTE SHEET

ESTIMATE

INVOICE # 111
Date: 8/22/26

To:
Warren
Geek Garage

Salesperson	Job	Payment terms	Due date
	Tree	Due on receipt	TBD

Qty	Description	Unit price	Line total
1	6x6 Tree Cutout in Sidewalk	600	\$600.00
Subtotal			\$600.00
Sales Tax			0.00
Total			\$600.00

To accept this quotation, sign here and return: _____

Thank you for your business!



A COMMUNITY OF CHOICE

Planning and Development Department

2101 O'Neil Avenue, Suite 202, Cheyenne WY 82001

(Phone) 307-637-6282 (Fax) 307-637-6366

LETTER OF AUTHORIZATION

I am/we are the legal owner(s) of the property being considered under this application, hereby described as:
CHEYENNE: LOT1, EAST 22' LOT 2, BLOCK 393

and do hereby authorize the below applicant(s) and representative(s) to file and represent my/our interest in the following applications (list all application types):

- | | | |
|---|----------|----------|
| 1. All building development plans/permits | 3. _____ | 5. _____ |
| 2. _____ | 4. _____ | 6. _____ |

I am/we are the legal owner(s) of said property; have read this "Letter of Authorization" and know the contents thereof; and so hereby certify under penalty of perjury under the laws of the State of Wyoming that the information contained in this application is true and correct.

OWNER(S) OF RECORD (All owners of record must sign; provide extra sheets if necessary):

Stephen Miraglia, Member, Geek Holdings LLC

Print Name

Signature

Date

Hayden Hassinger, Member, Geek Holdings LLC

Print Name

Signature

Date

I/we grant permission to City staff and officials to enter the property to conduct inspections or site visits necessary for review of the project. I/we certify, under penalty of perjury, authorize the following people or persons to act as agent for of the subject application(s) and to perform all acts for development on my/our property.

This authorization is valid for: ☐ 1 year; ☐ 2 years; ☒ Other Until Revoked in Writing (Must select one)

APPLICANT(S) (LLCs, Corporations and Partnerships shall identify an officer as the primary contact):

Stephen Miraglia, Managing Member

Print Name

Signature

Date

Hayden Hassinger, Member

Print Name

Signature

Date

AGENT(S):

Warren R. Appel

Print Name

Signature

Date

Print Name

Signature

Date