



CITY COUNCIL WORK SESSION
Monday, March 16, 2026 - 10:00 AM
City Council Chambers, Elks Civic Building - 107 S. Cascade Ave.

Public participation for this meeting will be in person in the City Council Chambers. The meeting can be [viewed online via livestream](#) and video recordings of the meetings can be viewed on our [YouTube page](#).

Hearing assistance devices are available for public use. Please let us know if you need accommodation. The City also offers interpretation for Spanish speakers. Schedule time to book this resource, by [emailing the City](#) at least 3 days before the meeting.

1) **INTRODUCTION OF NEW CITY EMPLOYEES**

Justin Rohlfs - Police Officer
Brysen Clark - Parks & Special Projects Worker
Tanner Maynard - Municipal Court Clerk
Matthew Schroeder - Sr. Facilities Technician

2) **DISCUSSION ITEMS**

- A) Montrose Veterans Memorial Project Update and MOA (30 minutes)
Staff: Public Works Director Jim Scheid
Presenter: Scott Stryker - Stryker and Company, Lance Bach - Veterans Coalition
- B) 2026 Parks Maintenance Contract Award Recommendation (10 minutes)
Staff: Public Works Director Jim Scheid and Parks Superintendent Jon Waschbusch
- C) High Mesa Craftsmen Minor Subdivision Redevelopment and Right of Way Swap (10 minutes)
Staff: City Engineer Scott Murphy
- D) 703 S. 9th Lease Agreement (10 minutes)
Staff: Community Development Director Jace Hochwalt



3) **GENERAL CITY COUNCIL DISCUSSION**

4) **STAFF COMMENTS**

AGREEMENT RECOMMENDATION

TO: Honorable Mayor and Montrose City Council
CC: William Bell, Ann Morgenthaler
FROM: Jim Scheid, Public Works Director
DATE: March 16, 2026
SUBJECT: 2026 Veterans Memorial Project MOA



Action

Consider for approval a Memorandum of Agreement (MOA) with Montrose County and the Montrose Veterans Coalition for the construction of a Veterans Memorial Plaza.

Background

The City began working with Montrose County and the Montrose Veterans Coalition in 2022 on a Veterans Memorial Plaza to be constructed in Montrose. The MOA executed in 2024 established the roles and responsibilities for the location and property usage and the creation of design documents. The tasks associated with this MOA were completed in 2025. An in-depth summary of accomplishments on the project was presented at City Council in August of 2025. Since then, the Montrose Veterans Coalition and Stryker and Company have been working throughout the community to generate formal financial support from vendors, suppliers, and sub-contractors to help bring the cost of this project to within what is available in the City and County budget.

At this Work Session, the Veteran Coalition and Stryker and Company are presenting their accomplishments and the support they have received for this project as well as a plan to accomplish this project under budget.

The agreement that is necessary for this project to be formally initiated is the attached MOA. This MOA fully replaces the previous MOA that was completed in 2025. This MOA clarifies roles and responsibilities and defines the financial contributions from each party. We will also review this MOA during the Work Session.

Net Financial Impact

The award of the construction contract and the authorization of project funding will be presented to City Council after the MOA has been fully executed. The City and County have included \$300,000 each in their 2026 annual budgets for this project.

**SECOND MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF MONTROSE, MONTROSE COUNTY, AND
THE MONTROSE VETERANS MEMORIAL COALITION
IN SUPPORT OF THE MONTROSE VETERANS
MEMORIAL**

I. Parties

This Memorandum of Agreement (hereinafter “MOA”) is made by and between the **City of Montrose**, a Colorado home rule municipal corporation, with a mailing address of P. O. Box 790, Montrose, Colorado 81402; **Montrose County**, which is a political subdivision State of Colorado, with a mailing address of 320 S. 1st St, Ste. 300, Montrose, Colorado 81401; and the **Montrose Veterans Memorial Coalition**, a Colorado nonprofit corporation with a mailing address of c/o Welcome Home Alliance for Veterans, 4 Hillcrest Plaza Way, Montrose, Colorado 81401 (sometimes herein referred to individually and generically, as a “Party” and, collectively, as “Parties”).

II. Background and Purpose of MOA

The City of Montrose (hereinafter the “City”), Montrose County (hereinafter the “County”), and the Montrose Veterans Memorial Coalition (hereinafter the “MVMC”) desire to collaborate to create the “Montrose Veterans Memorial” (hereinafter the “Memorial”) within the City property adjacent to the parking lot of the City’s Pavilion Events Center as defined in **Exhibit A**. The Parties fully executed an initial Memorandum of Agreement on June 17, 2024, which defined the responsibilities of each Party throughout the creation of the Memorial. Since the initial MOA was agreed to the design has been completed and this Second MOA shall update the roles and responsibilities for the Parties for the construction phase of the Memorial.

III. City’s Responsibilities

During the term of this MOA, the City shall:

- a. Provide City owned property to be built out as the Memorial. The land to be provided is approximately .86 acres in size south of the Montrose Pavilion parking lot, located at 1800 Pavilion Dr. Montrose, CO 81401, and is depicted on the map attached hereto as **Exhibit A**.
- b. Contribute three hundred thousand dollars and 00/100 (\$300,000.00) separate from the value of the land and all other contributions. Such contribution is subject to appropriation by the City Council and availability of funds.
- c. Procure a contractor in a manner as the City, in its sole discretion, sees best fit for the Memorial.

- d. Manage and be sole point of contact for construction of the Memorial.
- e. Manage and make distributions from the escrow account described in Section VII, to include payment of approved expenses.
- f. Schedule all milestone meetings.
- g. Provide all necessary utilities for the operation of the Memorial after construction.
- h. Maintain and care for the Memorial starting at the completion of construction, into perpetuity.
- i. Act as Project Manager.

IV. County's Responsibilities

The County shall contribute three hundred thousand dollars and 00/100 (\$300,000.00). Such contribution is subject to appropriation by the Board of County Commissioners and availability of funds.

V. MVMC's Responsibilities

During the term of this MOA, the MVMC shall:

- a. Generate community support through fundraising and project promotion to generate the funding necessary to complete the project as required by the Project Manager for the project described in **Exhibit B – Construction Documents**.

VI. Joint Responsibilities

- a. During the term of this MOA, each Party hereto agrees to cooperate in all reasonable respects necessary to consummate the transactions contemplated by this Agreement, and from time to time to do such acts and things and execute and deliver such documents and instruments as may reasonably be required in order to implement the transactions contemplated hereby. Each Party hereto agrees to cooperate in the execution of subsequent addenda, or to re-execute an amended version of this Agreement, in the event that a Party discovers: 1) a clerical error; or 2) a misinterpretation of law; or 3) an error as to form; when such error(s) obviate or hinder the consideration, performance or enforcement of this Agreement.
- b. All parties shall put best efforts to attend any milestone meetings.
- c. The parties shall not unreasonably withhold approval at any stage of the project.
- d. Any change in design shall be approved in writing by all Parties. Parties shall not unreasonably withhold approval at any stage of the project.

VII. Process

The following is an outline of the timeline of events to occur to the completion of the Memorial.

- a. The City and County shall place their funds as required by this Agreement in an escrow account as soon as practicable, but in any case, no later than December 31, 2026.
- b. Once such funds are in an escrow account, the City shall procure a contractor.
- c. Contractor shall begin construction of the Memorial.
- d. The City shall perform inspections and acceptance of contractor's work throughout the construction of the Memorial.
- e. Payment for all work performed shall be deducted directly from the escrow account as approved by the City.
- f. Any left-over funds shall be split between the County and the City.
- g. The City shall perform any required maintenance.

VIII. Representatives

- a. The City's point of contact for this project shall be the Public Works Director.
- b. The County's point of contact for this project shall be the Public Works Director.
- c. MVMC's point of contact for this project shall be William Lance Bach.

IX. Expenses

Any contributions to the project construction shall be put into an escrow account with a company agreed upon by the Parties. The City shall pay all contractors directly for any work on the Memorial by and through the escrow account.

X. Term and Termination

- a. This MOA shall be effective as of the date of signature last made hereon, and shall remain in effect for one (1) year from date of signature. Renewal shall be automatic, and take place on an annual basis until the Memorial is complete or until termination of this MOA as set forth herein. This MOA shall terminate, without further notice or action, if the City and County financial contributions have not been placed in escrow by January 1, 2027.

- b. Any Party may, in its sole and absolute discretion, and at any time prior to the beginning of construction, terminate this MOA without any liability to the non-terminating Party, except as stated herein. Termination shall be accomplished by sending written notice pursuant to the Notice provisions of this MOA.
- c. If this MOA is terminated, all funds contributed to the escrow account shall be returned to the party that contributed them within thirty (30) days of termination.

XI. Governing Law

The laws of the State of Colorado (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this MOA, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

XII. Indemnification and Governmental Immunity

To the fullest extent permitted by law, MVMC agree to indemnify and hold harmless the City and County, its officers and its employees, from and against all liability, claims and demands, on account of injury, loss, or damage, which arise out of or are in any manner connected with any materials (e.g. flagpoles, statutes, plaques) to be incorporated provided to the City by MVMC for the Memorial, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of MVMC or any subcontractor of MVMC, or any officer, employee, representative, or agent of MVMC or of any subcontractor, or any other person for which MVMC is responsible. MVMC shall investigate, handle, respond to, and provide defense for, and defend against any such liability, claims and demands, and bear all other costs and expenses related thereto, including court costs and attorney fees.

Nothing in this Agreement shall be construed as a waiver of any governmental immunity available to City or County under Colorado state statute or other law.

XIII. Notice

- a. *Requirement of a Writing; Permitted Methods of Delivery.* Each Party giving or making any notice, request, demand or other communication (each, a “Notice”) pursuant to this MOA shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this MOA is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), facsimile or e-mail.
- b. *Addressees and Addresses.* Any Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the “Addressee”) at the address listed on the first page of this MOA or to another Addressee or another address as designated by a Party in a Notice pursuant to this Section.

- c. *Effectiveness of a Notice.* Except as provided elsewhere in this MOA, a Notice is effective only if the Party giving the Notice has complied with subsections (a) and (b) and if the Addressee has received the Notice.

XIV. Counterparts

This MOA may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this MOA to produce or account for more than one (1) such counterpart.

XV. Whole Agreement

This MOA represents the entire understanding of MVMC, City, and County in relation to the subject matter hereof, and supersedes any and all previous agreements, arrangements or discussions between them (whether written or oral) with respect of the subject matter hereof.

XVI. Severability

If any provision of this MOA is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this MOA to fulfill as closely as possible the original intents and purposes of this MOA.

XVII. Assignment

- a. *No Assignments.* Neither Party may assign any of its rights under this MOA, except with the prior written consent of the other Party. That Party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section, (i) a “change of control” is deemed an assignment of rights; and (ii) “merger” refers to any merger in which a Party participates, regardless of whether it is the surviving or disappearing corporation.
- b. *No Delegations.* No Party may delegate any performance under this MOA.
- c. *Ramifications of Purported Assignment or Delegation.* Any purported assignment of rights or delegation of performance in violation of this Section is void.
- d. This MOA binds and benefits the Parties and their respective heirs, executors, administrators, legal representatives, and permitted successors.

XVIII. TABOR

The Parties agree that the City's and County's payment of any monies, or provision of services requiring a financial commitment under this Agreement is subject to annual budget appropriations as required by provisions of the Taxpayers' Bill of Rights ("TABOR") contained in Article X, Section 20 of the Colorado Constitution, as amended. The Parties further agree that any failure to fund the obligations set forth herein as a result of TABOR-related monetary constraints shall not give rise to any legal or equitable cause of action whatsoever.

XIX. Third Party Beneficiaries

This agreement does not and is not intended to confer any rights or remedies upon any person or entity, other than the signatories.

IN WITNESS WHEREOF, the Parties have caused this MOA to be executed by their respective officers thereunto duly authorized, all as of the date set forth beneath their respective signatures. This MOA shall become effective as of the date of signature last made hereon.

Accepted and Agreed to by:

CITY OF MONTROSE, COLORADO

By: _____
Its: _____
Date: _____

COUNTY OF MONTROSE, COLORADO

By: _____
Its: _____
Date: _____

THE MONTROSE VETERANS MEMORIAL COALITION

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

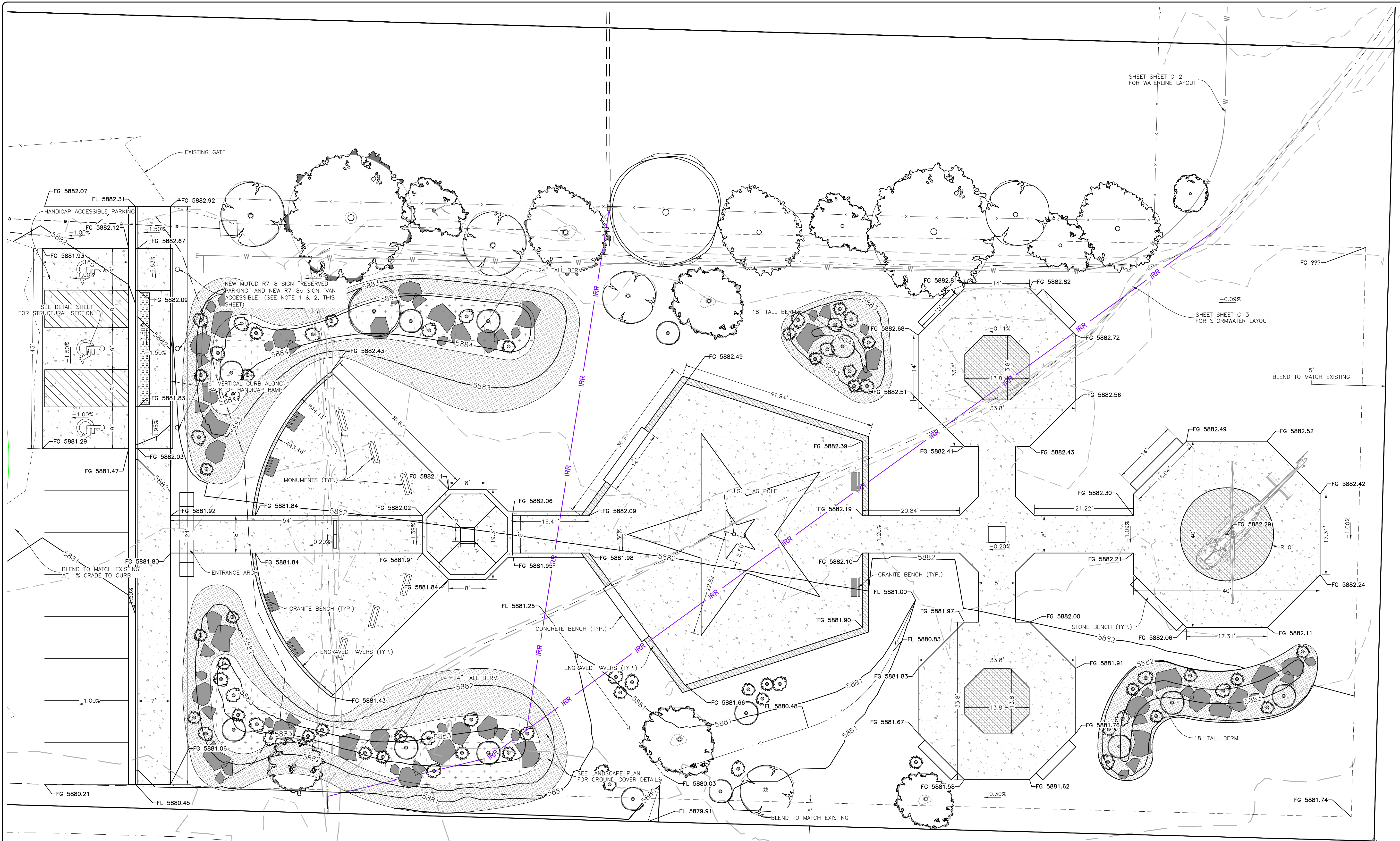
By: _____
Its: _____
Date: _____

Veterans Memorial Park Location Map - Exhibit A

Pavilion Events Center addressed at
1800 Pavilion Dr. Montrose, CO 81401

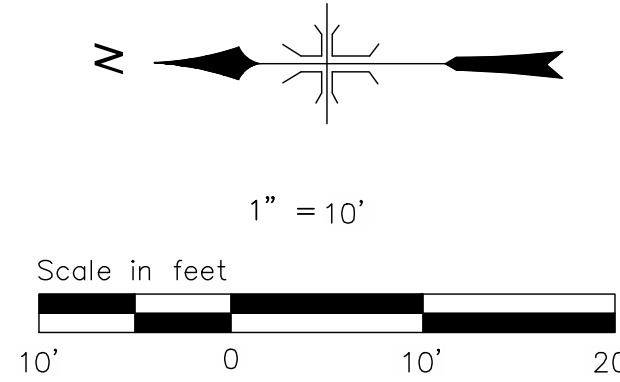


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NOTE:

- SIGN R7-8 "RESERVED PARKING" TO BE MOUNTED 84" FROM TOP OF SIDEWALK TO BOTTOM OF SIGN.
- SIGN R7-A "VAN ACCESSIBLE" TO BE MOUNTED 12" BELOW SIGN R7-8, BOTTOM OF SIGN TO BOTTOM OF SIGN



NO	DATE	REVISIONS	BY

DMC
DEL-MONT CONSULTANTS, INC.
 ENGINEERING & SURVEYING
 125 Colorado Ave. Montrose, CO 81401 (970) 249-2251
 www.delmont.com v.serv@delmont.com

DESIGNED BY: TMC
 CHECKED BY: DWS
 DATE ISSUED: 2025-04-02

MONROSE VETERANS MEMORIAL COALITION
 MONROSE VETERANS MEMORIAL
 MONROSE, CO

DETAILED LAYOUT & GRADING PLAN

DMC JOB NO: 24206
 SHEET NO: C-1
 OF 3 SHEETS

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NO	DATE	REVISIONS	BY

DMC DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
125 Colorado Ave • Montrose, CO 81401 • (970) 249-2251
www.demont.com • service@demont.com

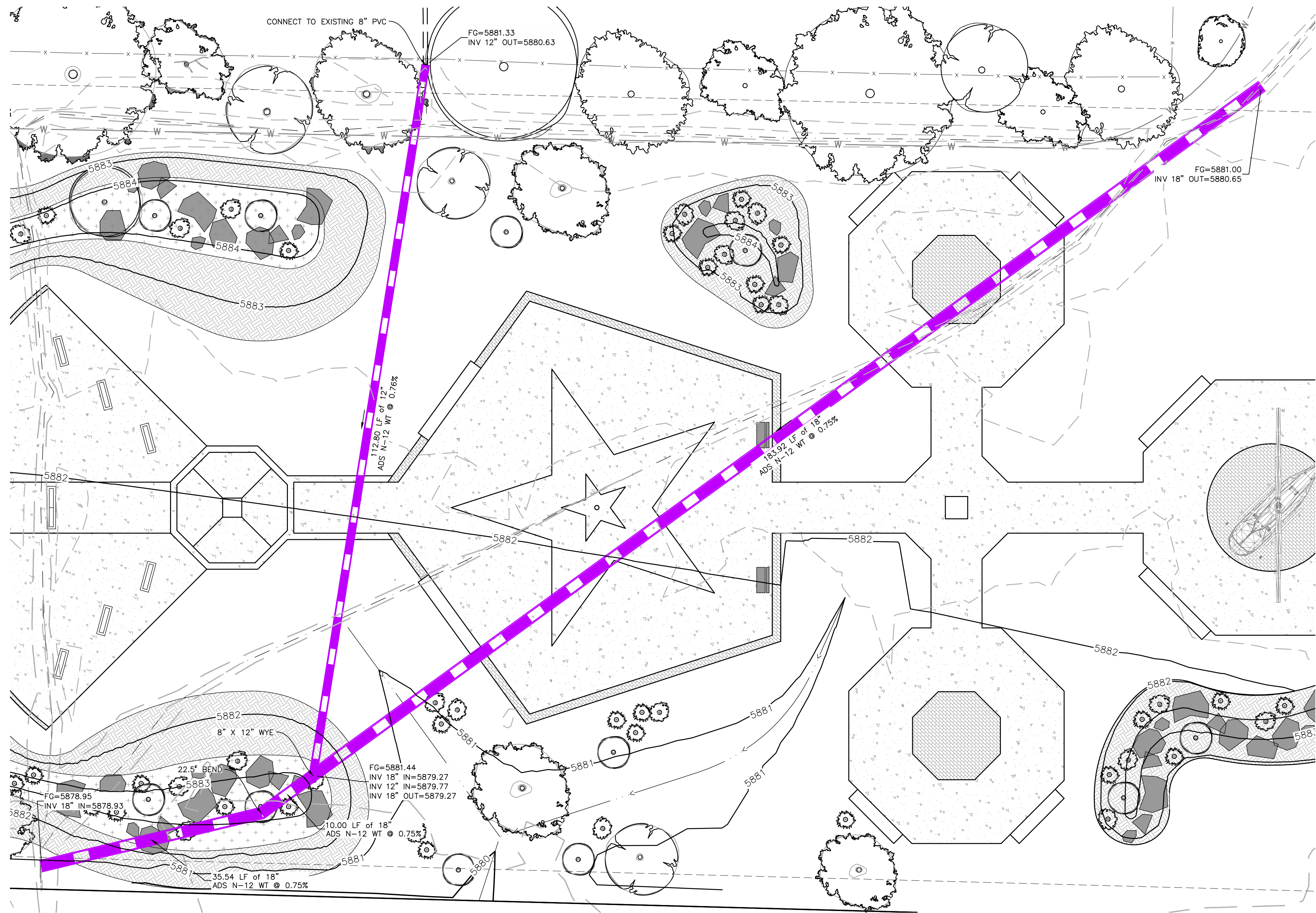
DESIGNED BY	TMC	AS NOTED	DWS
DRAWN BY	TMC	DATE ISSUED	2025-04-02

OVERALL UTILITY PLAN

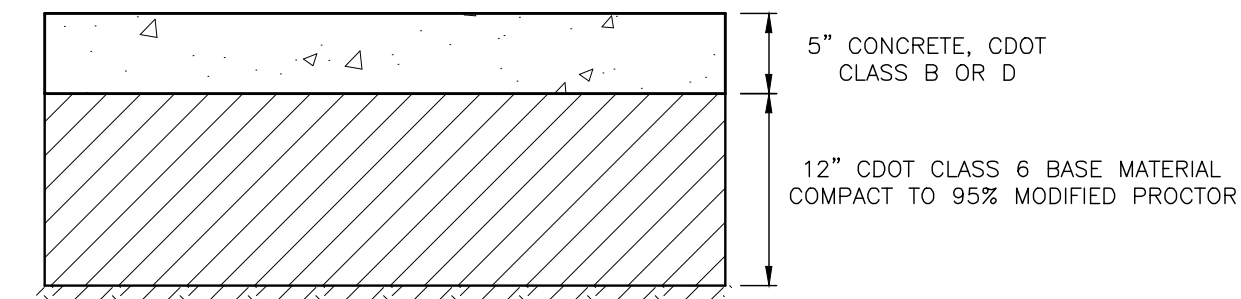
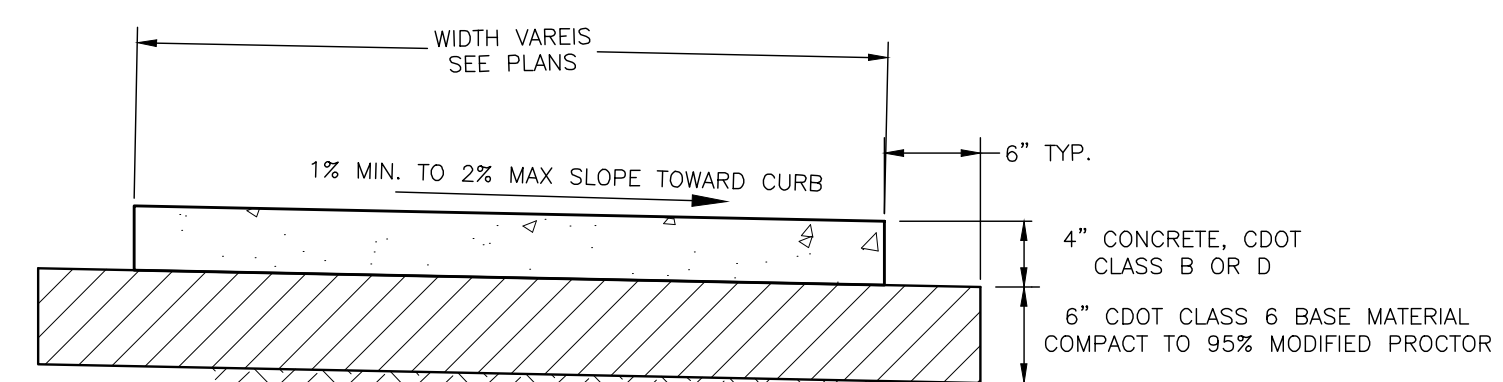
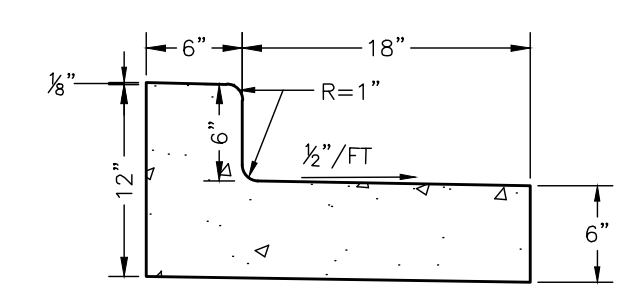
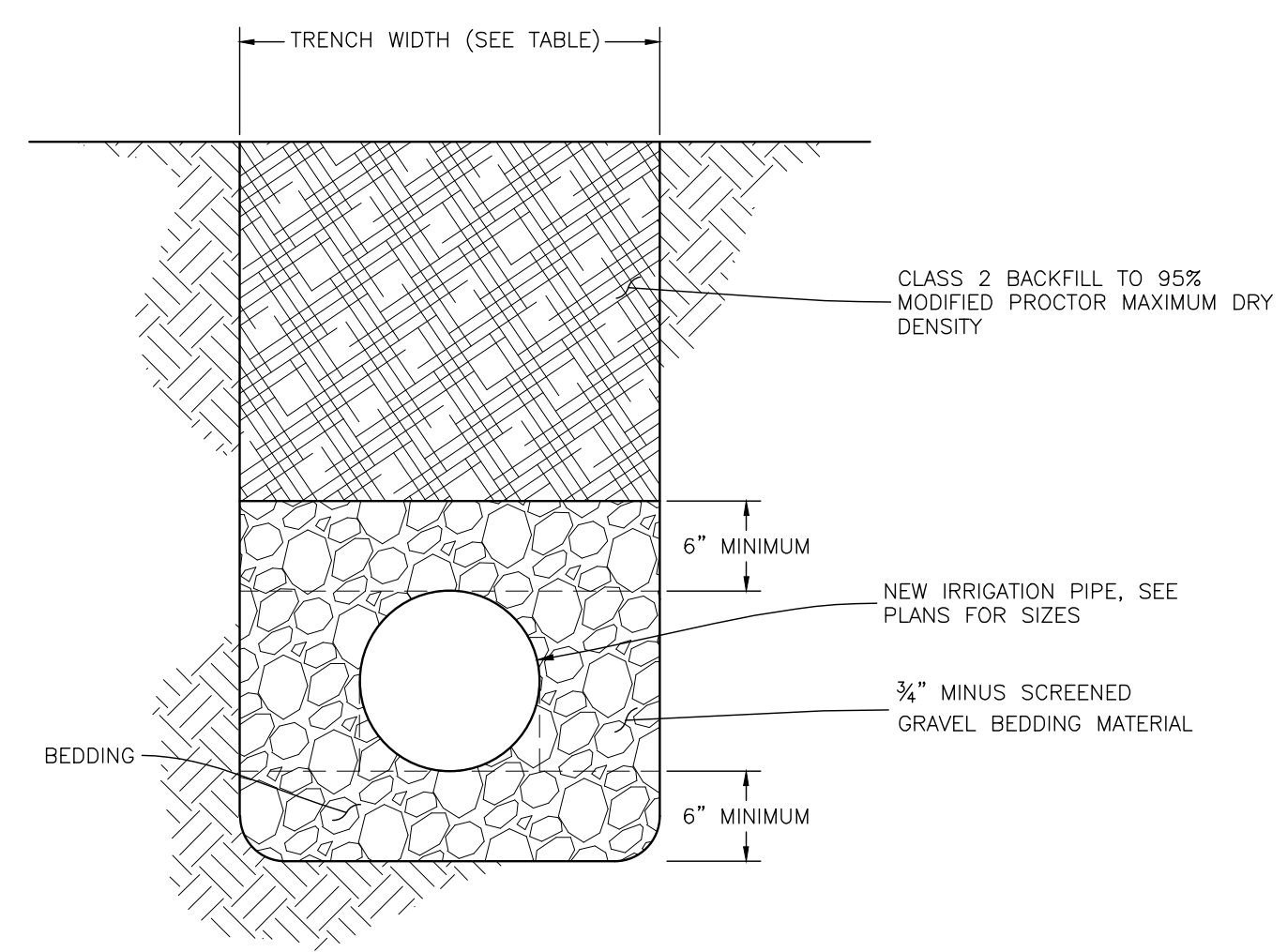
MONTROSE VETERANS MEMORIAL COALITION
MONTROSE VETERANS MEMORIAL
MONTROSE, CO

DMC JOB NO.	24206
SHEET NO.	C-2
OF	3 SHEETS

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MINIMUM TRENCH WIDTHS		
PIPE MATERIAL	NOMINAL PIPE SIZE (IN.)	MIN. TRENCH WIDTH (IN.)
ADS N-12	12	36
	18	40



TYPICAL CURB & GUTTER DETAILS
N.T.S.

TYPICAL SIDEWALK SECTION
N.T.S.

TYPICAL CONCRETE DRIVEWAY SECTION
N.T.S.

TYPICAL IRRIGATION PIPE TRENCH DETAIL
N.T.S.

NO	DATE	REVISIONS	BY

DMC DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
125 Colorado Ave. Montrose, CO 81401 (970) 249-2251
www.delmont.com service@delmont.com

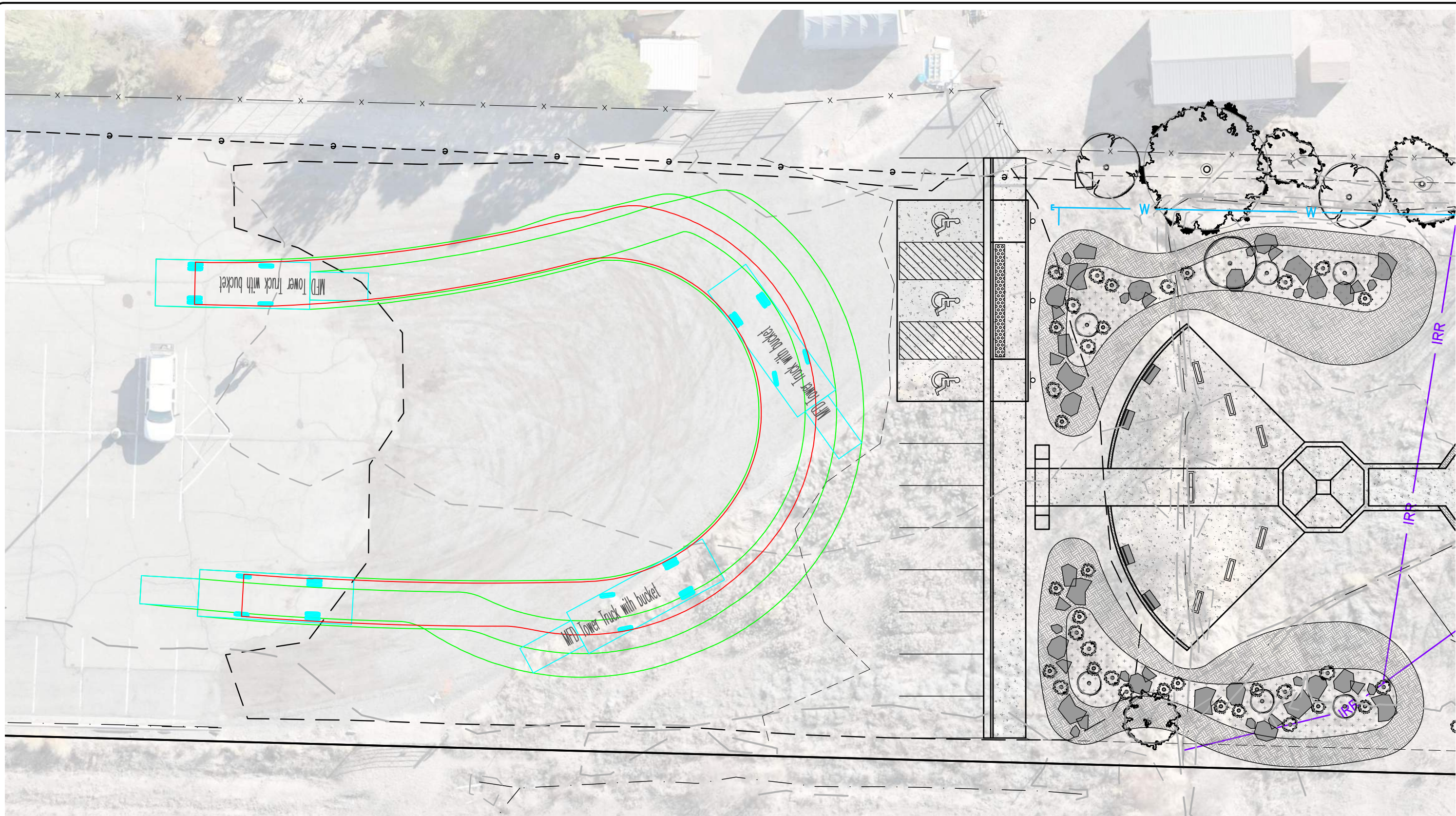
DESIGNED BY: TMC DATE DESIGNED: 2025-04-02
CHECKED BY: AS NOTED
DRAWN BY: TMC FILE NAME: 24206C_BASE.DWG

MONTEOSE VETERANS MEMORIAL COALITION
MONTEOSE VETERANS MEMORIAL
MONTEOSE, CO

DETAILS & STORMWATER LAYOUT

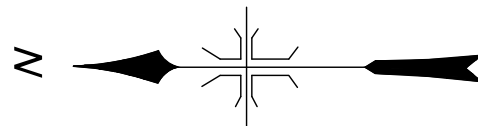
DMC JOB NO: 24206
SHEET NO: C-3
3 SHEETS


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1" = 20'

Scale in feet



 DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 www.del-mont.com ▼ service@del-mont.com			
DESIGNED BY:	TMC	SCALE:	AS NOTED
CHECKED BY:	DWS	FILE NAME:	24206C_BASE

**FIRE TRUCK TURNING RADIUS
MFD EXHIBIT**
MONTROSE VETERANS MEMORIAL

D.M. JOB NO.:	24206
DATE ISSUED:	2025-07-22
SHEET:	1 of 1



**GreenBox
STUDIO**

LANDSCAPE ARCHITECTURE
215 PITKIN AVENUE, SUITE 101
GRAND JUNCTION, CO 81501
(970) 730-2398
www.greenboxstudio.com



MONTROSE VETERANS MEMORIAL MONTROSE VETERANS MEMORIAL COALITION

LANDSCAPE IRRIGATION PLAN - NORTH

PROJECT #:	0112-001
DATE ISSUED:	7-21-2025
DRAWN BY:	MH
CHECKED BY:	MR
ORIGINAL SHEET SIZE:	22X34

REVISIONS

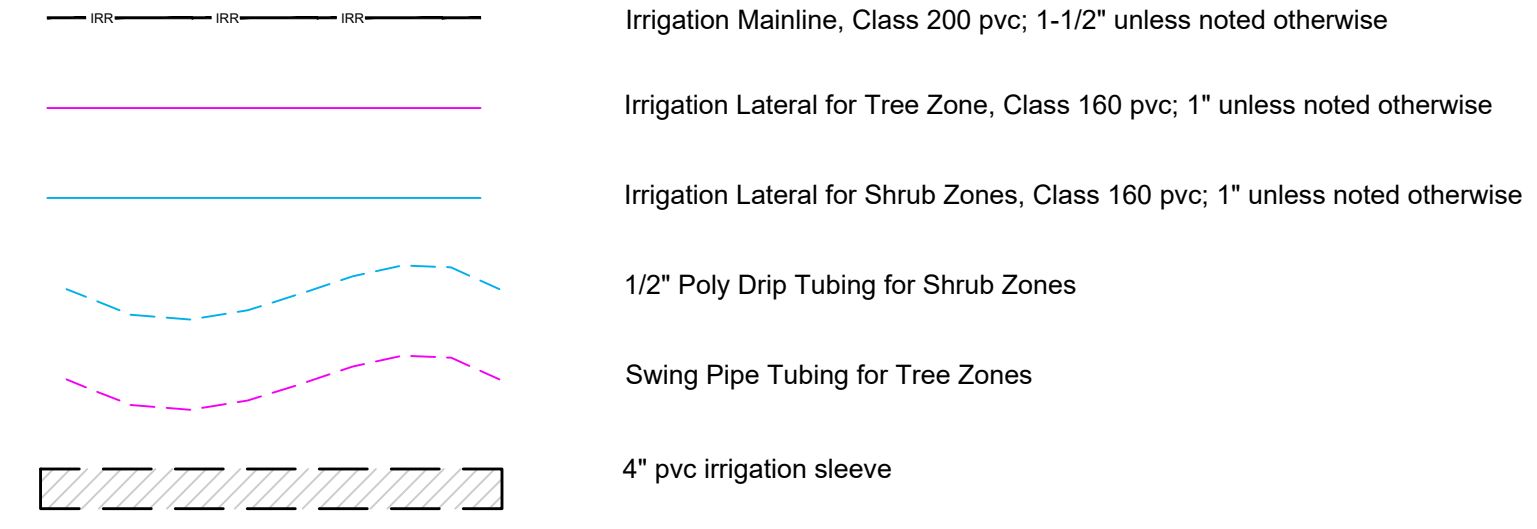
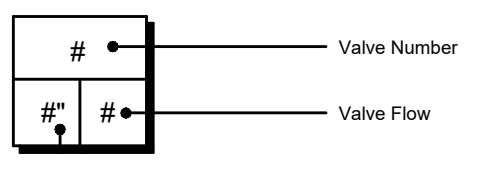
DATE DESCRIPTION

I-1

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
☒	Rain Bird XCZ-100-LC (2) 1" Wide Flow Drip Control Kit, for Light Commercial Uses. 1in. or 1-1/2 in. PEB Valve, with 1in. Pressure Regulating 40psi Basket Filter. 0.3-20 GPM.	4
⊙	Pipe Transition Point above grade Pipe transition point from PVC lateral to drip tubing with riser to above grade installation.	10
⬠	Rain Bird MDCFCAP Flush Cap Dripline Flush Valve cap in 6 Inch Round Valve Box	9
⊠	Rain Bird XB-PC (2) 10PC Single Outlet, Pressure Compensating Drip Emitters. Flow rates of 0.5 GPH=blue, 1.0 GPH=black, and 2.0 GPH=red. Comes with a self-piercing barb inlet x barb outlet.	331
⬢	Rain Bird Xeri-Spray XS-180 Adjustable flow/radius; Reduce radius to minimum to cover annual 4 flower beds without overspray, install on threaded polyflex riser with stake, 10-32 self-tapping threaded inlet.	4

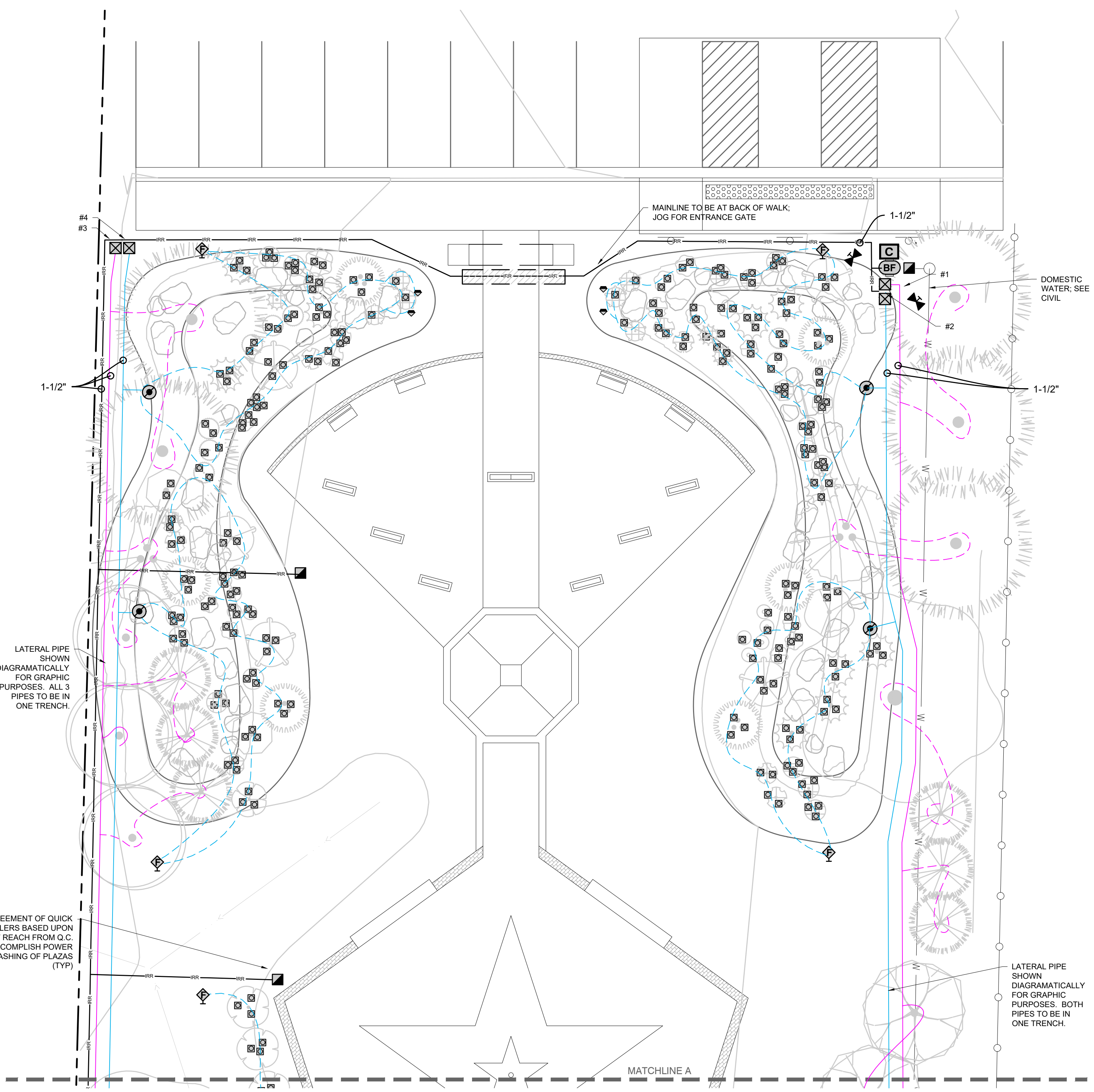
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
⊠	Rain Bird 33-DRC 3/4" 3/4in. Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Thermoplastic Rubber Cover, Double Track Key Lug, and 2-Piece Body.	5
⊠	Isolation Valve - Small 1-3" Brass Gate Valve	2
⊠	Manual Drain Valve 2" Brass Gate Valve for Detention Areas	1
⊠	3/4" Mueller Curb Stop with Key for Gravel Sumps	1
⊠	Febco 825YA 1" 1" Reduced Pressure Backflow Preventer	1
⊠	Rain Bird ESP4ME3 with (1) ESP-SM3 7 Station, Hybrid Modular Outdoor Controller. For Residential or Light Commercial Use. LNK WIFI Module and Flow Sensor Ready.	1



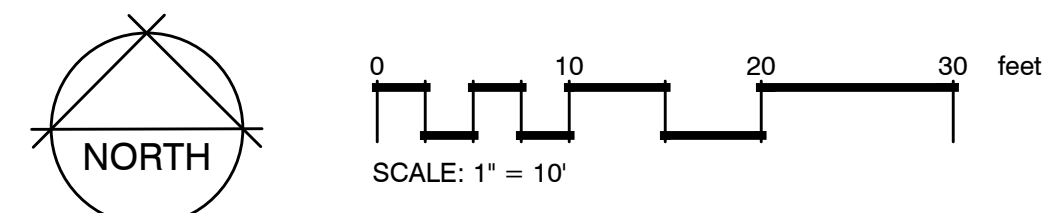
IRRIGATION VALVE SCHEDULE	EMITTERS / BUBBLERS	PRECIP RATE	GPM	PGRM	RUN TIME	NOMINAL INCHES / SETTING	STARTS / DAY	DAYS / WEEK	NET APPLIED IN /WK	
#1	1-1/2" Tree Bubblers - East	60	0.25 GPM	15	A	3 Min	0.68 Gal	1	5	3.4 GAL
#2	1" Shrub drip-East	136	1 GPH	2.27	B	64 MIN	1 Gal	1	3	3.0 GAL
#3	1-1/2" Tree Bubblers - West	72	0.25 GPM	18	A	3 Min	0.68 Gal	1	5	3.4 GAL
#4	1" Shrub drip-West	195	1 GPH	3.25	B	64 MIN	1 Gal	1	3	3.0 GAL

WATER BUDGET SETTINGS	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT
	90%	100%	160%	140%	120%	90%	70%

NOTES
 1. THIS CHART PROVIDES WATERING SCHEDULE RECOMMENDATIONS FOR ESTABLISHED PLANTS AND TURF.
 2. CONTRACTOR IS OBLIGATED TO MONITOR SOIL MOISTURE TO AVOID SATURATION OR DROUGHT AND ADJUST SCHEDULE ACCORDINGLY DURING ESTABLISHMENT PERIOD.
 3. DRIP/BUBBLER ZONE RUN TIMES ARE CALCULATED TO 95% EFFICIENCY.



- LANDSCAPE IRRIGATION NOTES**
- CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
 - ALL WORK TO CONFORM TO CURRENT CITY, STATE OR COUNTY CODE AND IS SUBJECT TO INSPECTION AND APPROVAL BY APPROPRIATE INSPECTORS AND THE OWNER'S REPRESENTATIVE.
 - CONTRACTOR IS RESPONSIBLE FOR ACQUIRING POSSESSION OF FINAL PLANS BY GREENBOX STUDIO.
 - POWER TO IRRIGATION CONTROLLER IS TO BE PROVIDED BY A LICENSED ELECTRICIAN.
 - ALL LATERAL AND MAIN LINES IN SYSTEM WILL BE CONTAINED IN SLEEVES WHEREVER CONCRETE IS TO BE OVERLAID.
 - CLOCK TO BE MOUNTED IN LOCKING CABINET ON PEDESTAL AS INDICATED ON PLANS AND DETAILS.
 - ALL MAINS SHALL BE BURIED AT A MINIMUM DEPTH OF 24 INCHES. ALL LATERALS AT A DEPTH OF 18 INCHES. ALL VALVE WIRING SHALL BE BUNDLED BY TAPING AT 25 FT. INTERVALS AND PLACED BELOW IRRIGATION PIPING FOR PROTECTION.
 - CONTRACTOR TO INSTALL MANUAL DRAIN VALVES AT LOW POINT ON ALL MAIN LINES.
 - SEE SHEET I-3 FOR DETAILS.
 - SYSTEM IS DESIGNED TO OPERATE AT 60 PSI, PROVIDING MINIMUM 40 PSI AT HEADS.
 - WHERE IRRIGATION IS TO BE LOCATED ADJACENT TO WALKS OR FENCING, LATERALS SHALL BE LOCATED 12 INCHES FROM BACK OF WALK AND 3 INCHES FROM FACE OF FENCE.
 - DRIP EMITTERS TO BE RAINBIRD 1 GPH EMITTERS
 - PIPE FROM CONTROL VALVE TO FIRST TEE TO BE 1/2" LARGER THAN VALVE, UNLESS NOTED OTHERWISE.
 - PIPE SIZE NOTATION INDICATES MINIMUM PIPE SIZE DOWNSTREAM FROM THAT POINT.
 - CONTRACTOR TO PROVIDE COMPLETE AS-BUILT DRAWINGS OF IRRIGATION SYSTEM INCLUDING LOCATION OF PIPES DIMENSIONED AND LOCATED WITH REFERENCE ACCURACY





**GreenBox
STUDIO**

LANDSCAPE ARCHITECTURE
215 PITKIN AVENUE, SUITE 101
GRAND JUNCTION, CO 81501
(970) 730-2398
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MONTROSE VETERANS MEMORIAL MONTROSE VETERANS MEMORIAL COALITION

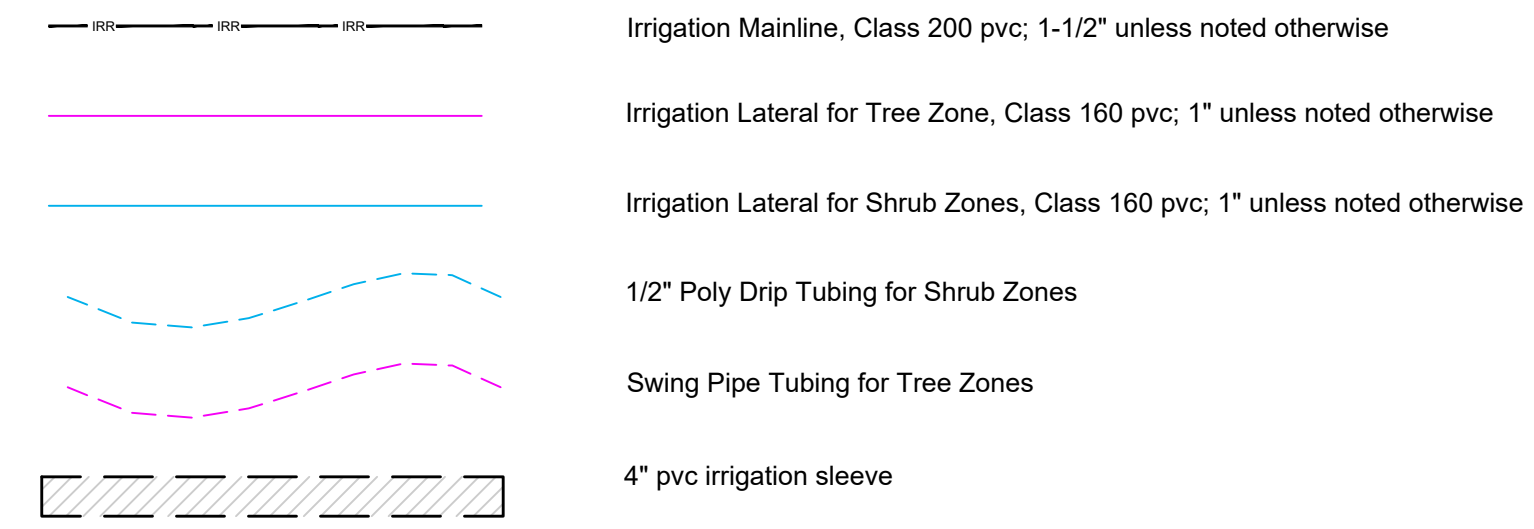
LANDSCAPE IRRIGATION PLAN - SOUTH

PROJECT #: 0112-001
DATE ISSUED: 7-21-2025
DRAWN BY: MH
CHECKED BY: MR
ORIGINAL SHEET SIZE: 22X34

REVISIONS
DATE DESCRIPTION

IRRIGATION SCHEDULE

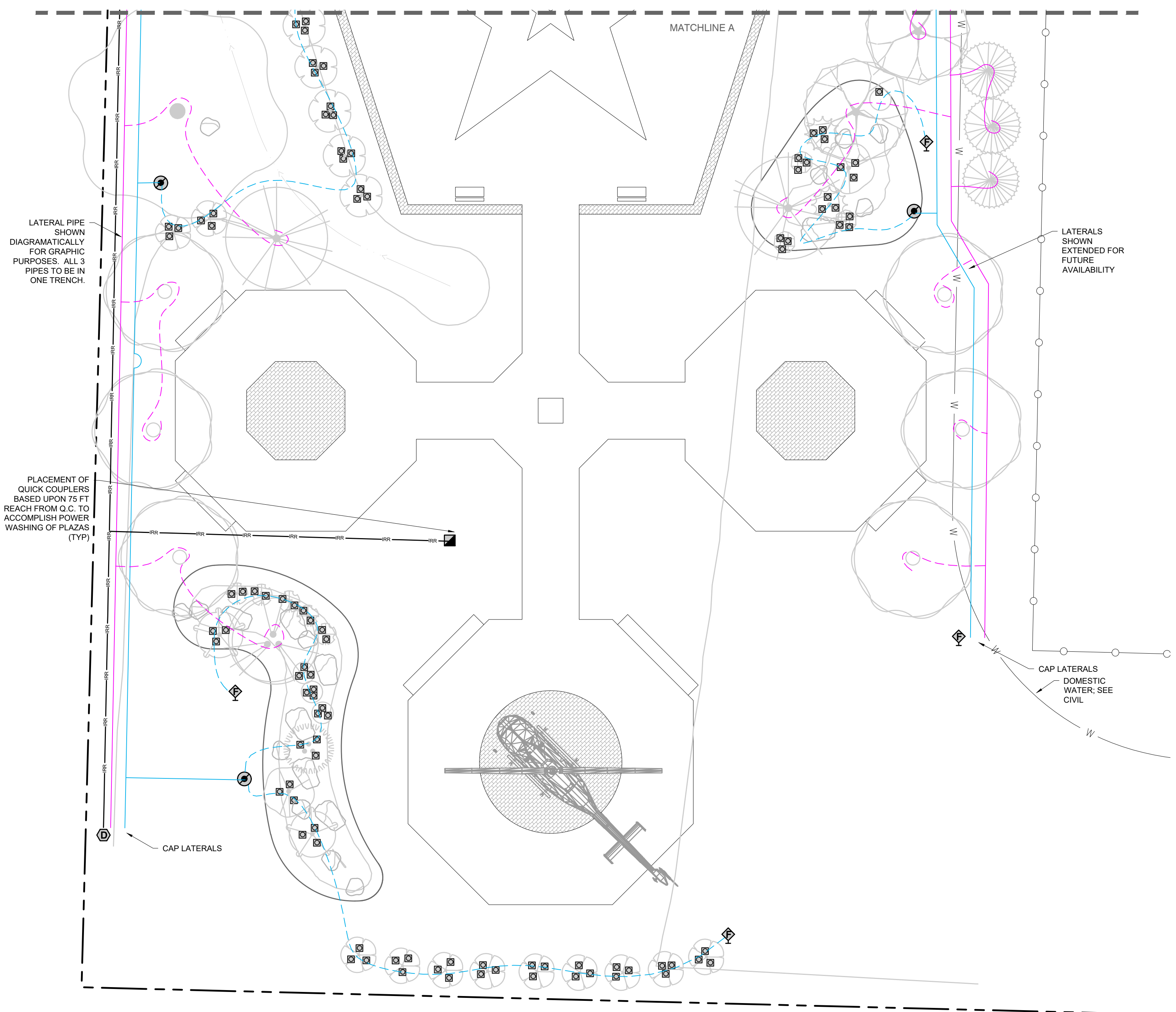
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
☒	Rain Bird X CZ-100-LC (2) 1" Wide Flow Drip Control Kit, for Light Commercial Uses. 1in. or 1-1/2 in. PEB Valve, with 1in. Pressure Regulating 40psi Basket Filter. 0.3-20 GPM.	4
⊙	Pipe Transition Point above grade Pipe transition point from PVC lateral to drip tubing with riser to above grade installation.	10
⬇	Rain Bird MDCFCAP Flush Cap Dripline Flush Valve cap in 6 Inch Round Valve Box	9
⊠	Rain Bird XB-PC (2) 10PC Single Outlet, Pressure Compensating Drip Emitters. Flow rates of 0.5 GPH=blue, 1.0 GPH=black, and 2.0 GPH=red. Comes with a self-piercing barb inlet x barb outlet.	331
⬇	Rain Bird Xeri-Spray XS-180 Adjustable flow/radius; Reduce radius to minimum to cover annual 4 flower beds without overspray, Install on threaded polyflex riser with stake, 10-32 self-tapping threaded inlet.	4
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
⊠	Rain Bird 33-DRC 3/4" 3/4in. Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Thermoplastic Rubber Cover, Double Track Key Lug, and 2-Piece Body.	5
⊠	Isolation Valve - Small 1-3" Brass Gate Valve	2
⊙	Manual Drain Valve 2" Brass Gate Valve for Detention Areas 3/4" Mueller Curb Stop with Key for Gravel Sumps	1
⊠	Febco 825YA 1" 1" Reduced Pressure Backflow Preventer	1
⊠	Rain Bird ESP4ME3 with (1) ESP-SM3 7 Station, Hybrid Modular Outdoor Controller. For Residential or Light Commercial Use. LNK WIFI Module and Flow Sensor Ready.	1



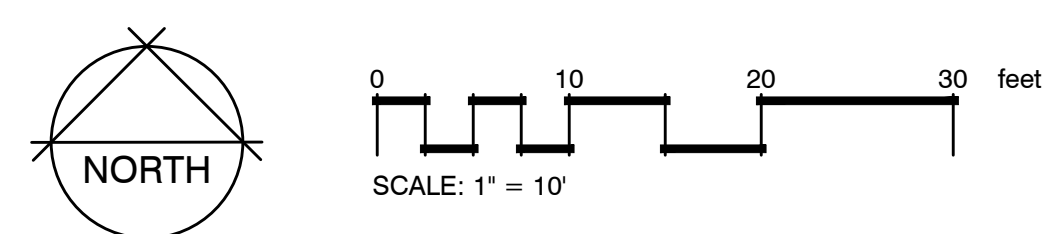
IRRIGATION VALVE SCHEDULE				EMITTERS / BUBBLERS	PRECIP RATE	GPM	PGRM	RUN TIME	NOMINAL INCHES / SETTING	STARTS / DAY	DAYS / WEEK	NET APPLIED IN /WK
#1	1-1/2"	Tree Bubblers - East		60	0.25 GPM	15	A	3 Min	0.68 Gal	1	5	3.4 Gal
#2	1"	Shrub drip-East		136	1 GPH	2.27	B	64 MIN	1 Gal	1	3	3.0 Gal
#3	1-1/2"	Tree Bubblers - West		72	0.25 GPM	18	A	3 Min	0.68 Gal	1	5	3.4 Gal
#4	1"	Shrub drip-West		195	1 GPH	3.25	B	64 MIN	1 Gal	1	3	3.0 Gal

WATER BUDGET SETTINGS	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT
	90%	100%	160%	140%	120%	90%	70%

NOTES
 1. THIS CHART PROVIDES WATERING SCHEDULE RECOMENDATIONS FOR ESTABLISHED PLANTS AND TURF.
 2. CONTRACTOR IS OBLIGATED TO MONITOR SOIL MOISTURE TO AVOID SATURATION OR DROUGHT AND ADJUST SCHEDULE ACCORDINGLY DURING ESTABLISHMENT PERIOD.
 3. DRIP/BUBBLER ZONE RUN TIMES ARE CALCULATED TO 95% EFFICIENCY.



- LANDSCAPE IRRIGATION NOTES**
- CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
 - ALL WORK TO CONFORM TO CURRENT CITY, STATE OR COUNTY CODE AND IS SUBJECT TO INSPECTION AND APPROVAL BY APPROPRIATE INSPECTORS AND THE OWNER'S REPRESENTATIVE.
 - CONTRACTOR IS RESPONSIBLE FOR ACQUIRING POSSESSION OF FINAL PLANS BY GREENBOX STUDIO.
 - POWER TO IRRIGATION CONTROLLER IS TO BE PROVIDED BY A LICENSED ELECTRICIAN.
 - ALL LATERAL AND MAIN LINES IN SYSTEM WILL BE CONTAINED IN SLEEVES WHEREVER CONCRETE IS TO BE OVERLAID.
 - CLOCK TO BE MOUNTED IN LOCKING CABINET ON PEDESTAL AS INDICATED ON PLANS AND DETAILS.
 - ALL MAINS SHALL BE BURIED AT A MINIMUM DEPTH OF 24 INCHES. ALL LATERALS AT A DEPTH OF 18 INCHES. ALL VALVE WIRING SHALL BE BUNDLED BY TAPING AT 25 FT. INTERVALS AND PLACED BELOW IRRIGATION PIPING FOR PROTECTION.
 - CONTRACTOR TO INSTALL MANUAL DRAIN VALVES AT LOW POINT ON ALL MAIN LINES.
 - SEE SHEET I-3 FOR DETAILS.
 - SYSTEM IS DESIGNED TO OPERATE AT 60 PSI, PROVIDING MINIMUM 40 PSI AT HEADS.
 - WHERE IRRIGATION IS TO BE LOCATED ADJACENT TO WALKS OR FENCING, LATERALS SHALL BE LOCATED 12 INCHES FROM BACK OF WALK AND 3 INCHES FROM FACE OF FENCE.
 - DRIP EMITTERS TO BE RAINBIRD 1 GPH EMITTERS
 - PIPE FROM CONTROL VALVE TO FIRST TEE TO BE 1/2" LARGER THAN VALVE, UNLESS NOTED OTHERWISE.
 - PIPE SIZE NOTATION INDICATES MINIMUM PIPE SIZE DOWNSTREAM FROM THAT POINT.
 - CONTRACTOR TO PROVIDE COMPLETE AS-BUILT DRAWINGS OF IRRIGATION SYSTEM INCLUDING LOCATION OF PIPES DIMENSIONED AND LOCATED WITH REFERENCE ACCURACY



P:\PROJECTS\2025\012-Montrose Veterans Memorial\Drawings\20250715-0501-Layouts\Irrigation\Irrigation_South.dwg, 12:22:05 PM, 08/26/25



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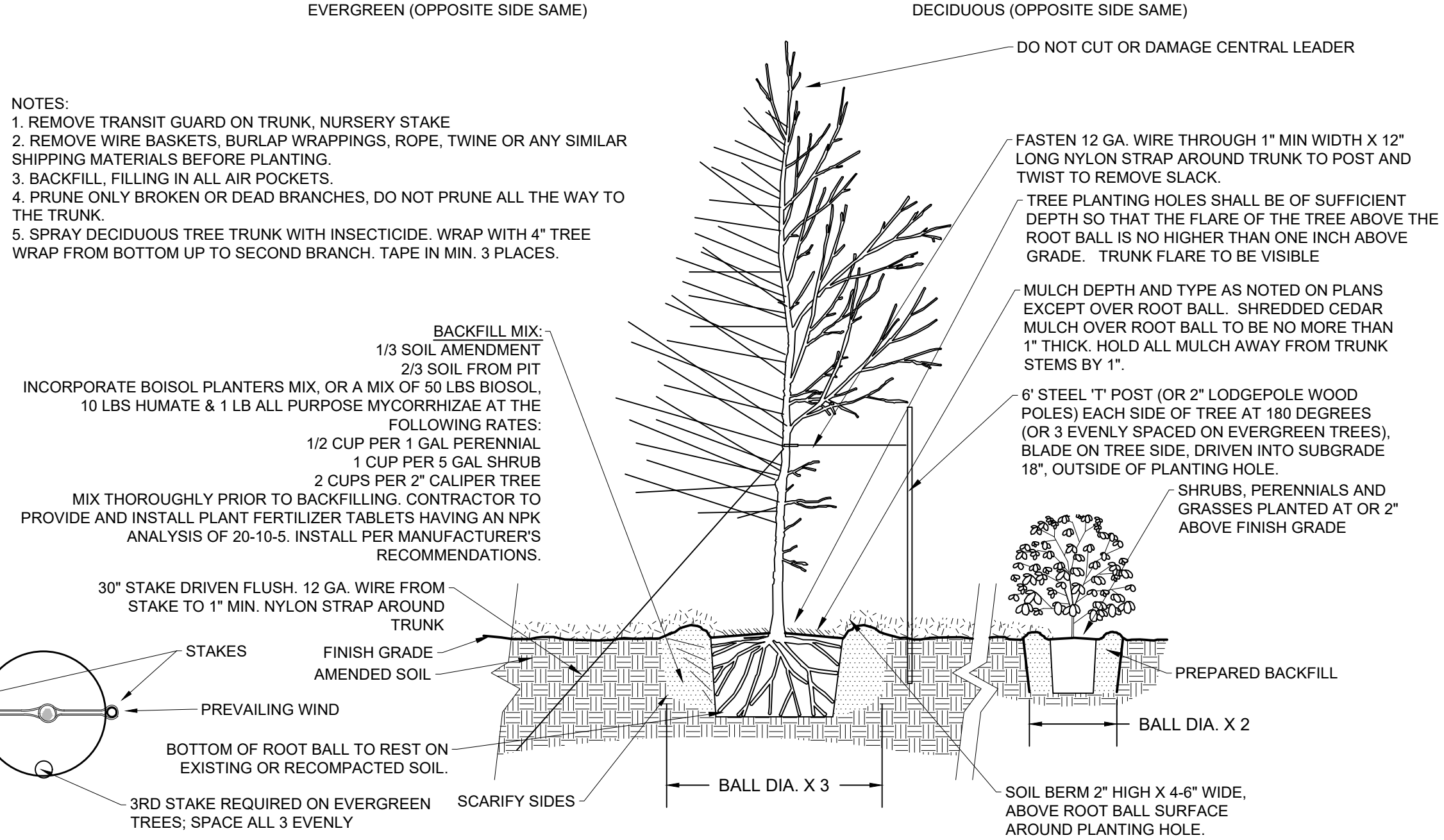


**MONTROSE VETERANS MEMORIAL
MONTROSE VETERANS MEMORIAL
COALITION**

**LANDSCAPE AND
IRRIGATION
DETAILS**

PROJECT #:	0112-001
DATE ISSUED:	7-21-2025
DRAWN BY:	MH
CHECKED BY:	MR
ORIGINAL SHEET SIZE:	22X34

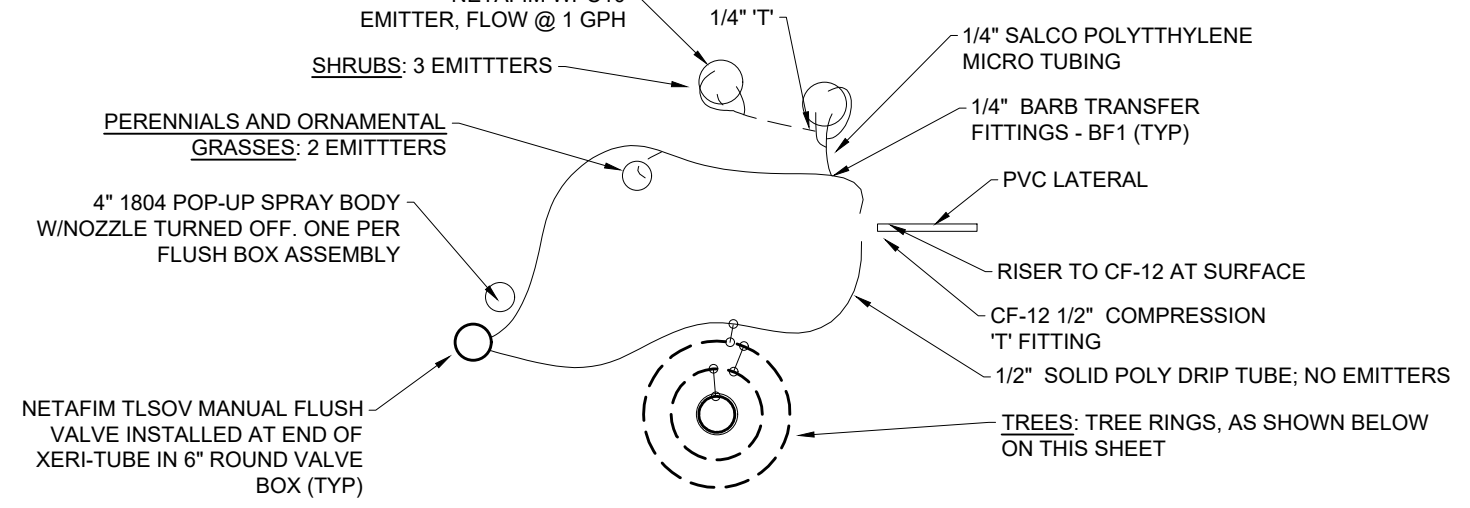
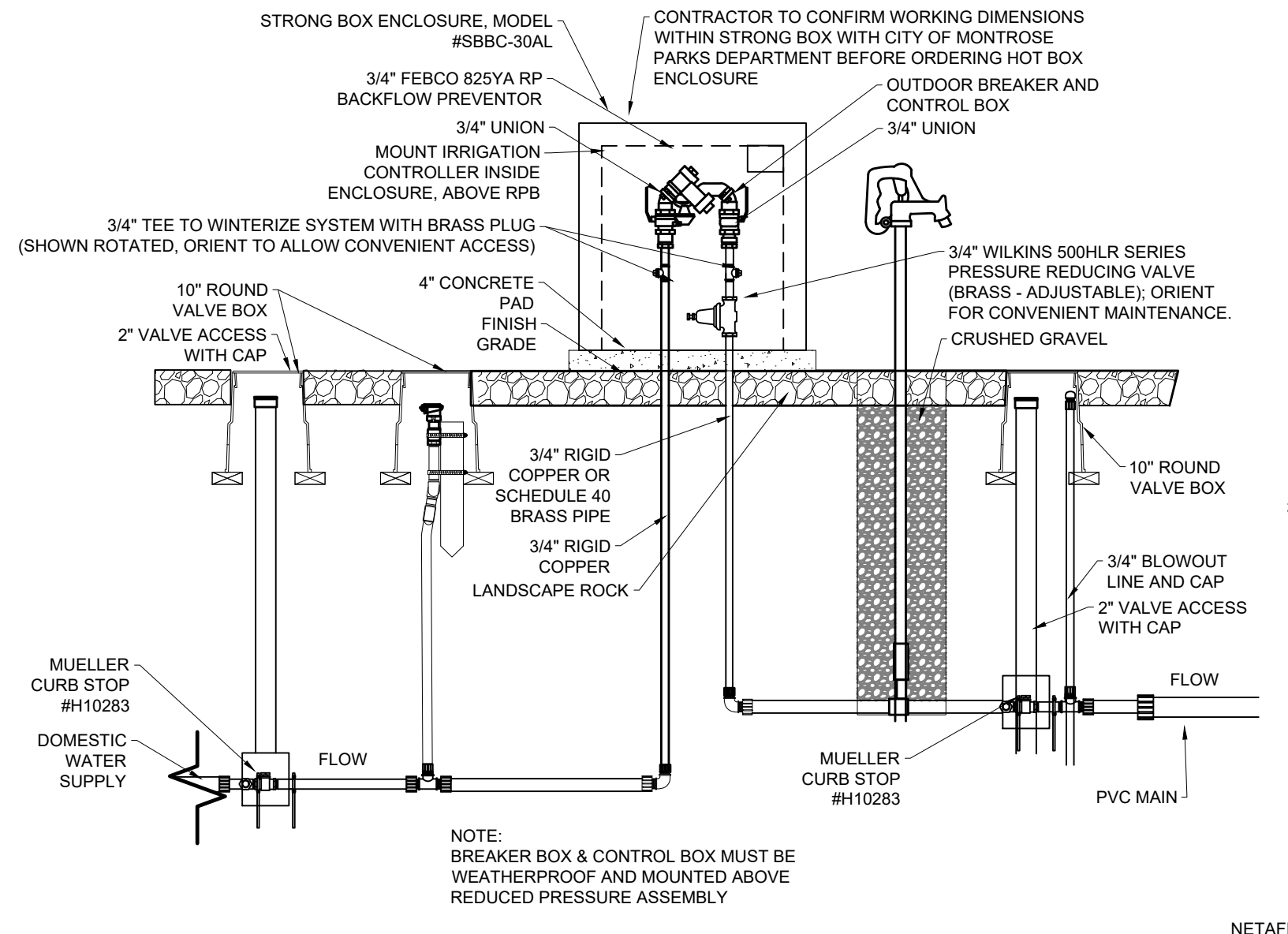
REVISIONS
DATE DESCRIPTION



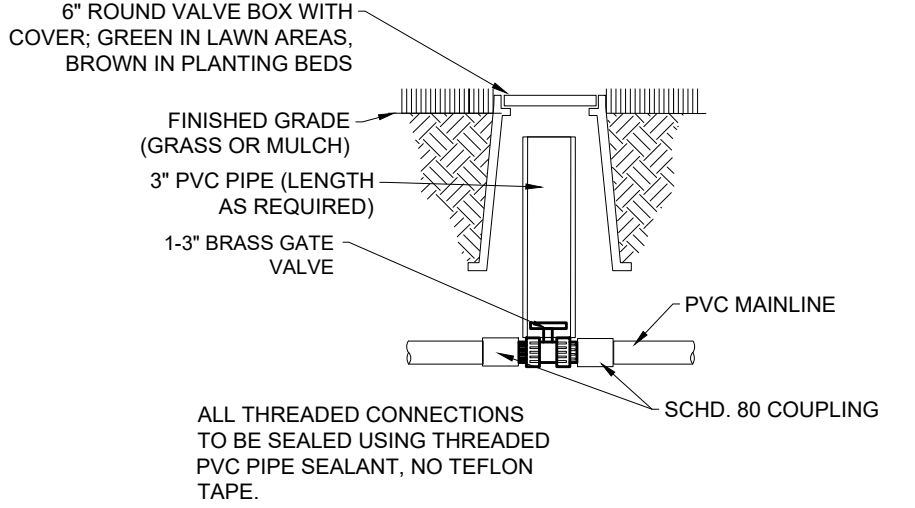
STAKING DIAGRAM

A PLANTING DETAIL
NOT TO SCALE

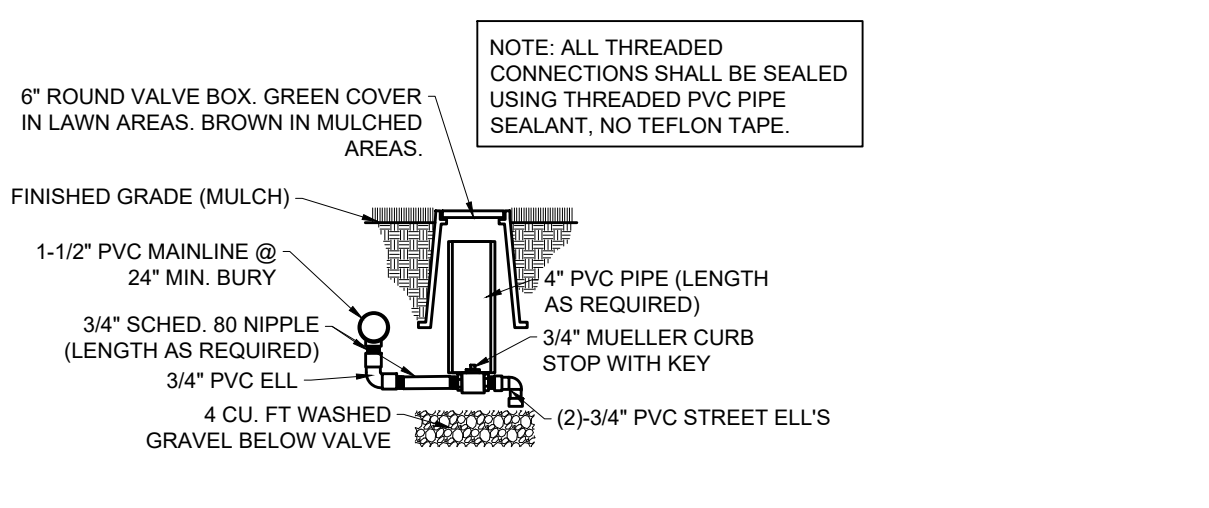
**B IRRIGATION CONNECTION AND
BACKFLOW PREVENTOR**
NOT TO SCALE



PLACEMENT OF TUBING AND FLOW LIMITS	PLACEMENT OF EMITTERS	FLUSHBOX LOCATIONS
1/2" DISTRIBUTION TUBE: MAX FLOW = 200 GPH PER LENGTH (200 EMITTERS) LESS 26.1 GPH PER TREE. MAX LENGTH = 200'. EACH BRANCH TO END WITH FLUSH CAP IN 6" ROUND VALVE BOX. ALL TUBING TO BE PLACED BELOW WEED CONTROL FABRIC (WHERE FABRIC OCCURS).	ALL EMITTERS ARE TO BE EVENLY DISTRIBUTED AND STAKED AT PERIMETER OF ROOT BALL. PERENNIALS AND ORNAMENTAL GRASSES: TWO (2) EMITTERS PER PLANT. SHRUBS: THREE (3) EMITTERS PER PLANT. TREES: 3 DRIPPER LINE RINGS: AS SHOWN BELOW. THIS SHEET, NO SEPARATE EMITTERS. IF PLANT IS ON SLOPE, EMITTERS TO BE EQUALLY SPACED ON UPHILL SIDE OF PLANT.	MINIMIZE NUMBER OF FLUSH BOXES. LOCATE ADJACENT TO WALKS OR DRIVES FOR EASY MAINTENANCE ACCESS AND WINTERIZATION. INSTALL 1804 SPRAY WNOZZLE CLOSED. SPRAY HEAD IS TO INDICATE WHEN ZONE IS ON AND LOCATION OF FLUSH BOX.
** 1/4" TUBING TO BE SALCO FLEXIBLE POLYETHYLENE MICRO TUBING. 1/4" DISTRIBUTION TUBE: MAX FLOW = 12GPH PER LENGTH (12 EMITTERS). MAX LENGTH = 10'. CONNECTION TO 1/2" TUBE TO BE 1/4" COUPLER, NOT AN EMITTER. TUBING TO BE STAKED AT EMITTER AND AT MAX 5' INTERVALS WITH MIN. 8" STAPLES.	DO NOT PLACE EMITTERS AGAINST TRUNK OR CROWN	

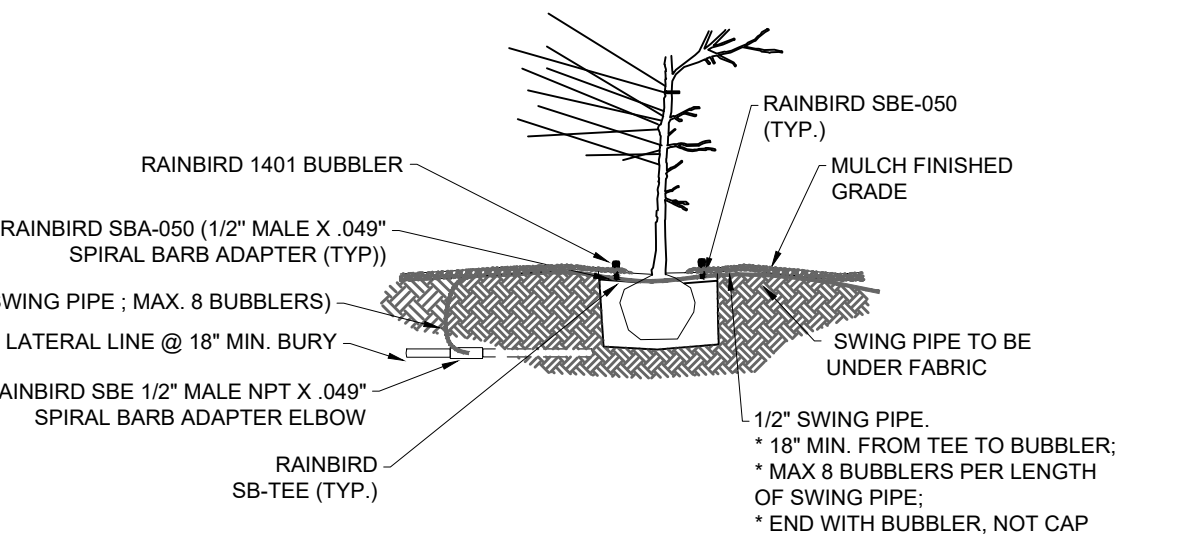


C SHUT-OFF/ISOLATION VALVE
NOT TO SCALE

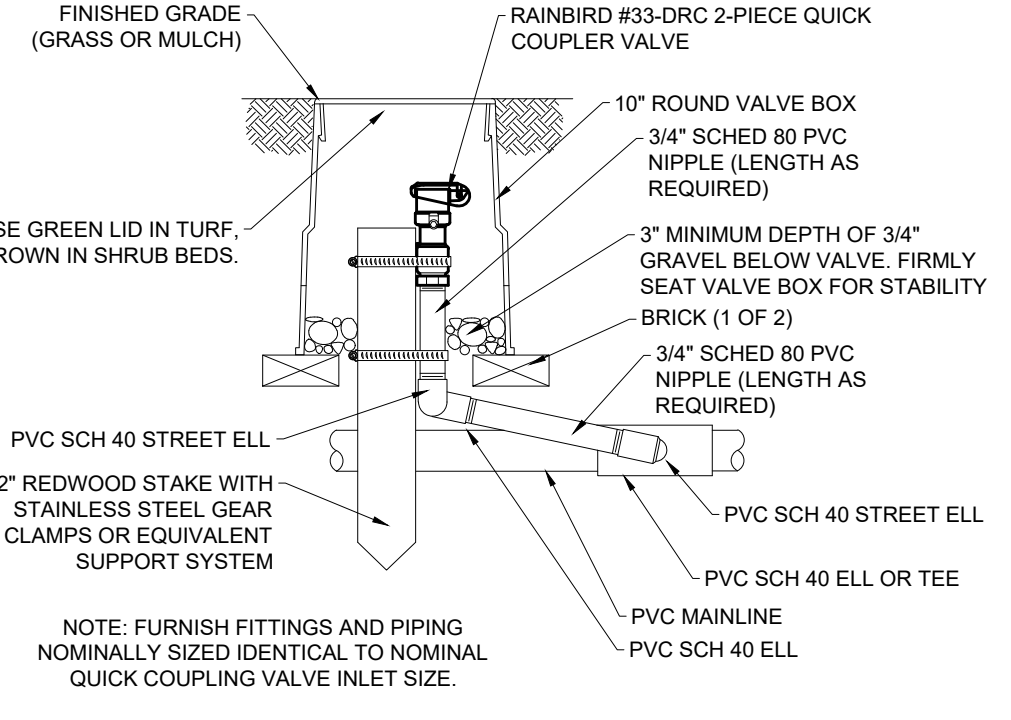


D MANUAL MAINLINE DRAIN VALVE
NOT TO SCALE

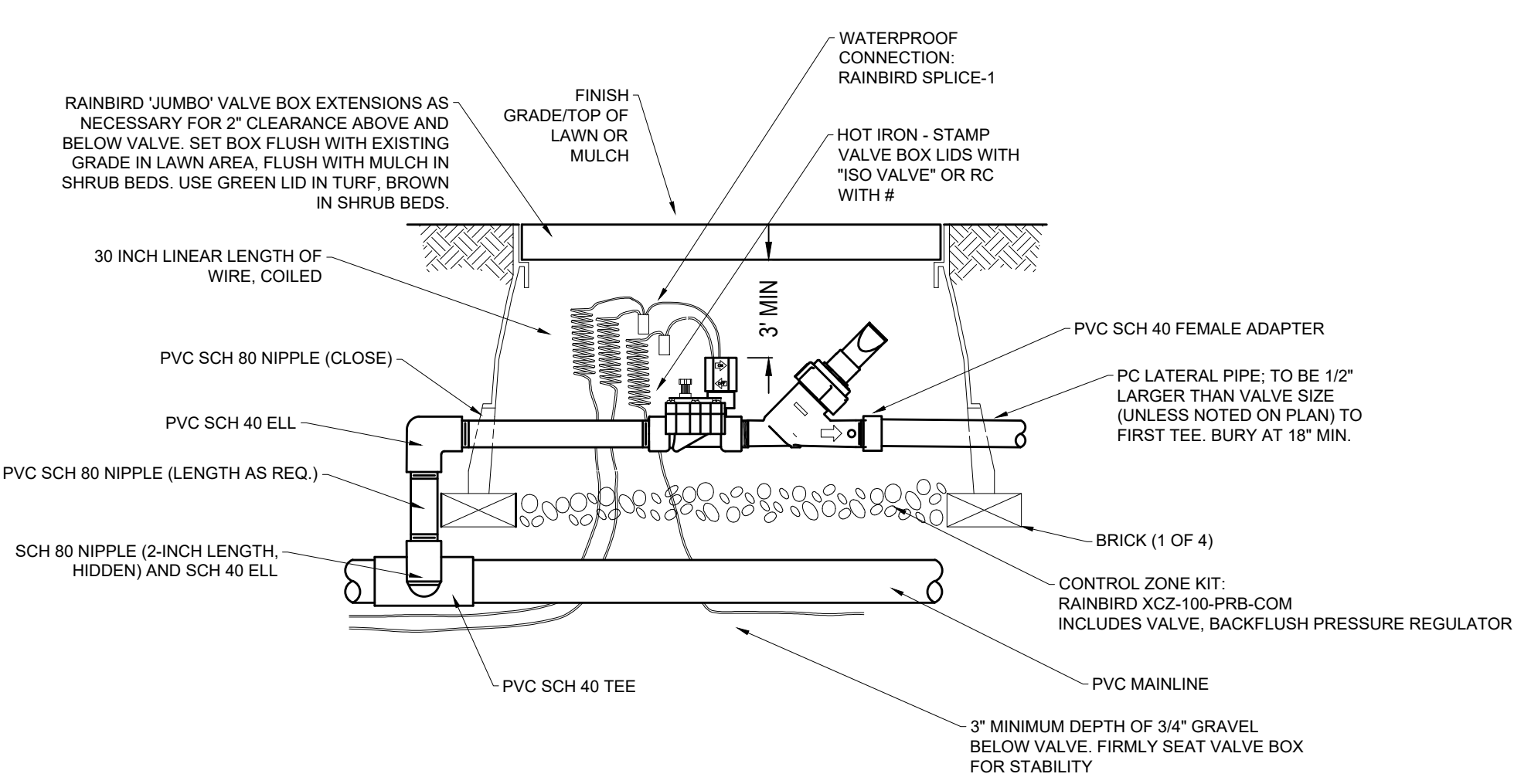
G DRIP LAYOUT
NOT TO SCALE



H 1400 SERIES BUBBLER LAYOUT
NOT TO SCALE



E QUICK COUPLING VALVE
NOT TO SCALE



F DRIP CONTROL KIT
NOT TO SCALE

P:\PROJECTS\2025\12-12-MONTROSE VETERANS MEMORIAL\DWG\I-3-2025-12-12-MONTROSE VETERANS MEMORIAL.dwg



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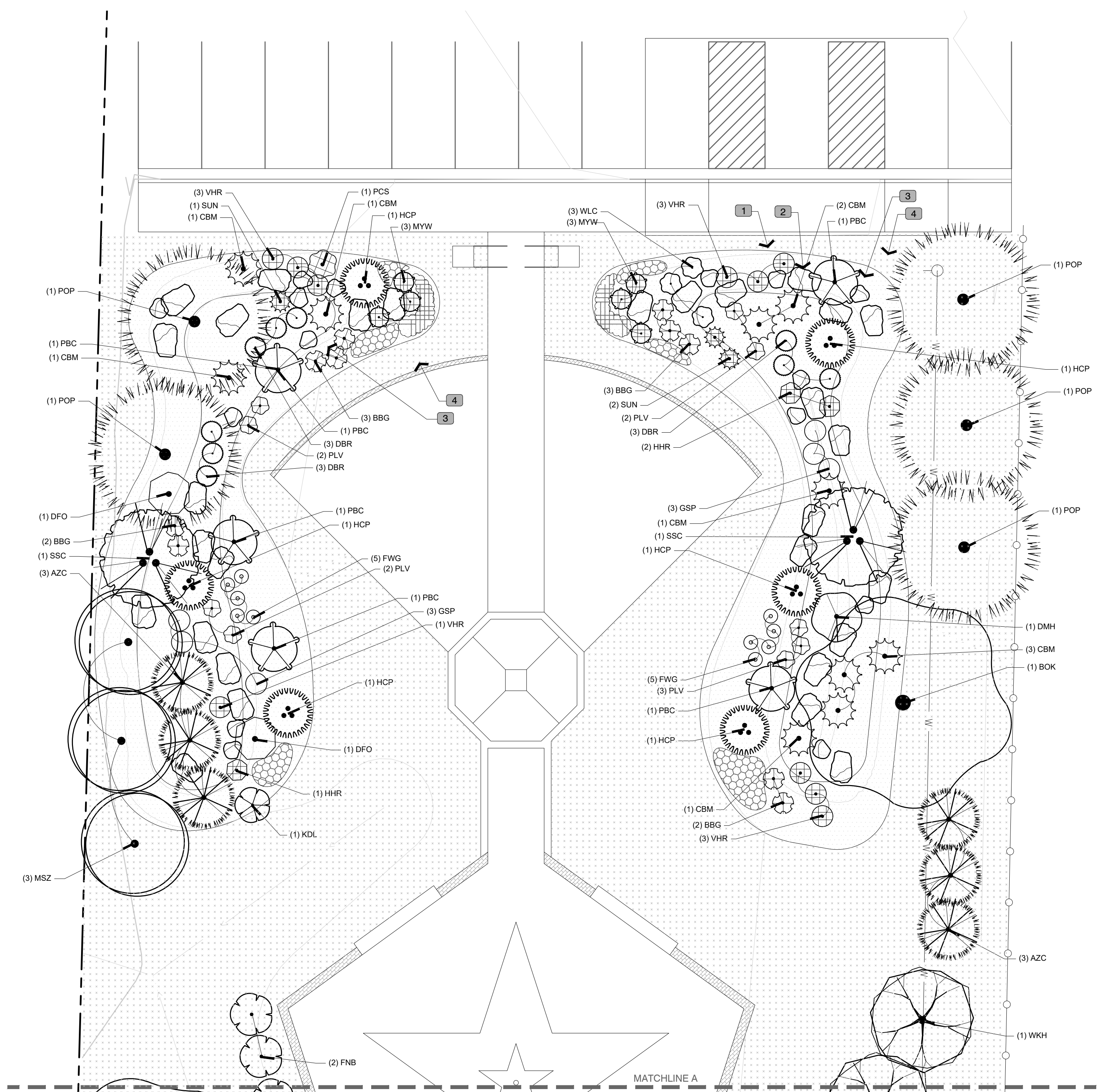
MONTROSE VETERANS MEMORIAL MONTROSE VETERANS MEMORIAL COALITION

LANDSCAPE PLANTING PLAN - NORTH

PROJECT #:	0112-001
DATE ISSUED:	4-18-2025
DRAWN BY:	MH
CHECKED BY:	MR
ORIGINAL SHEET SIZE:	22X34

REVISIONS	
DATE	DESCRIPTION

L-1



PLANT SCHEDULE

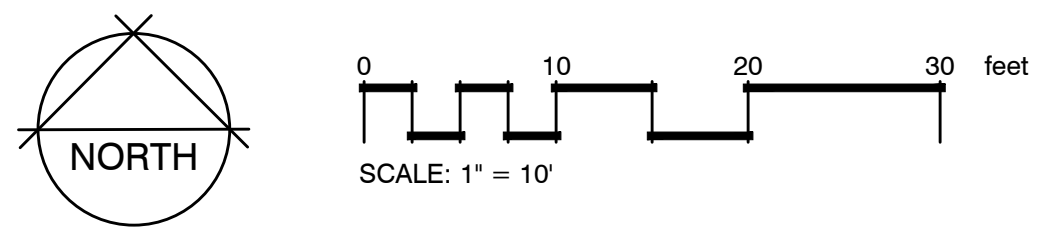
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CAL	REMARKS
DECIDUOUS TREES					
	BOK	2	Burr Oak <i>Quercus macrocarpa</i>	2"	50-60' High
	JPC	6	Jeromonis Plains Cottonwood <i>Populus deltoides monilifera 'Jeromonis'</i>	2"	30-60' High
	MSZ	3	Musashino Japanese Zelkova <i>Zelkova serrata 'Musashino'</i>	1-1/2"	40-50' High
	RAC	1	Radiant Crabapple <i>Malus x 'Radiant'</i>	1-1/2"	15-20' High
	SPC	2	Sucker Punch® Red Chokecherry <i>Prunus x virginiana 'P002S'</i>	1-1/2"	15-20' High
	SSC	2	Spring Snow Crabapple <i>Malus x 'Spring Snow'</i>	1-1/2"	15-20' High
	WKH	3	Winter King Hawthorn <i>Crataegus viridis 'Winter King'</i>	1-1/2"	18-23' High
EVERGREEN TREES					
	AZC	6	Arizona Cypress <i>Cupressus arizonica 'Crystal Frost'</i>	6"	20-30' High
	MGJ	3	Moonglow Juniper <i>Juniperus scopulorum 'Moonglow'</i>	6"	10-15' High
	POP	5	Ponderosa Pine <i>Pinus ponderosa</i>	6"	40-60' High

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	REMARKS
DECIDUOUS SHRUBS					
	DBR	9	Dwarf Blue Rabbitbrush <i>Chrysothamnus nauseosus nauseosus</i>	5 Gal	3-5' High
	FNB	7	Fernbush <i>Chamaebatiaria millefolium</i>	5 Gal	4-6' High
	GSP	10	Gold Star Bush Cinquefoil <i>Potentilla fruticosa 'Gold Star'</i>	5 Gal	2-3' High
	HHR	6	Hope for Humanity Shrub Rose <i>Rosa x 'Hope for Humanity'</i>	2 gal.	3-4' High
	KDL	12	Dwarf Korean Lilac <i>Syringa meyeri 'Paibin'</i>	5 Gal	4-5' High
	PBC	7	Pawnee Buttes® Sand Cherry <i>Prunus besseyi 'P011S'</i>	5 Gal	1-1.5 High
	PCS	1	Powis Castle Artemisia <i>Artemisia x 'Powis Castle'</i>	5 Gal	2-2.5' High
	VHR	10	Veterans Honor Tea Rose <i>Rosa hybrid tea rose 'JACopper'</i>	2 gal.	3-4' High
EVERGREEN SHRUBS					
	CBM	12	Chieftain Mock Bearberry Manzanita <i>Arctostaphylos x coloradensis 'Chieftain'</i>	5 Gal	1-2' High
	DMH	3	Desert Mahonia <i>Mahonia fremontii</i>	5 Gal	5-7' High
	HCP	7	Hillside Creeper Scotch Pine <i>Pinus sylvestris 'Hillside Creeper'</i>	2 gal.	1.5-2.5' High

GRASSES					
	BBG	15	Blonde Ambition Blue Grama <i>Bouteloua gracilis 'Blonde Ambition'</i>	1 Gal	2-3' High
PERENNIALS					
	DFO	2	Colorado Four O'Clock <i>Mirabilis multiflora</i>	1 Gal	5-1' High
	FWG	10	Fireworks Winkleleaf Goldenrod <i>Solidago rugosa 'Fireworks'</i>	1 Gal	1-2' High
	MYW	6	Little Moonshine Common Yarrow <i>Achillea millefolium 'ACBZ0002'</i>	1 Gal	5-1' High
	PLV	9	Phenomenal® Lavandin <i>Lavandula x intermedia 'Niko'</i>	1 Gal	1-2' High
	SUN	3	Apache Sunset Threadleaf Hyssop <i>Agastache rupestris 'Apache Sunset'</i>	1 Gal	1-3' High
	WLC	3	Walker's Low Catmint <i>Nepeta x 'Walker's Low'</i>	1 Gal	1.5-2' High

- Annual seeding of Flanders poppies; seeds available from Sara Ungrodt, Montrose Botanical Society. Do not cover with Landscape Rock
- Daffodils, 4/S.F.; Narcissus X 'King Alfred', No.1 Bulbs

NOTES
 1. Plant growth characteristics vary due to environmental conditions, therefore a range of average mature sizes are indicated.
 2. Quantities shown are inclusive of all landscape planting sheets.



LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- ALL LANDSCAPING AND IRRIGATION TO CONFORM TO CURRENT CITY OR COUNTY CODE.
- CONTRACTOR IS RESPONSIBLE FOR ACQUIRING POSSESSION OF FINAL PLANS BY GREEN BOX STUDIO.
- EQUAL PART MIXTURE OF ROUND-UP AND 2-4-D DILUTED AS PER MANUFACTURER'S RECOMMENDATIONS SHALL BE APPLIED TO ALL ACTELY GROWING WEEDS TWO WEEKS PRIOR TO ANY OPERATIONS
- PLACE WEED FABRIC AND 3 INCH DEPTH OF ROCK/ MULCH OVER ALL LANDSCAPE AREAS. REMOVE UNSATISFACTORY MATERIAL INCLUDING ROAD BASE, ASPHALT, CONCRETE AND TRASH) AND REMOVE FROM SITE. ALL LANDSCAPE AREAS TO RECEIVE 6 YDS/ 1000 S.F. SOIL AMENDMENT. SCARIFY ALL AREAS TO RECEIVE SOIL AMENDMENT TO A DEPTH OF 6".
- SOIL AMENDMENT IS TO CONSIST OF 50% GROUND WELL-AGED MANURE, 50% FINELY GROUND AND AGED WOOD CHIPS. AMENDMENT IS TO BE INCORPORATED INTO ALL LANDSCAPE AREAS WITH FERTILIZER.
- SOIL IS TO BE COMPACTED TO 85% MODIFIED PROCTOR (WHEEL ROLL) TO MINIMIZE SETTILING. BEDS SHALL SLOPE TOWARD ADJACENT EDGE OF CURB OR FOLLOWING DRAINAGE PATTERNS PER THE GRADING PLAN. MAXIMUM SHRUB BED GRADES TO BE 3:1. SLOPE FROM 2" BELOW ADJACENT CONCRETE (ALLOWING FOR MULCH DEPTH AT EDGE) TO FINISH GRADE. SHRUB BEDS ADJACENT TO ANY BUILDINGS ARE TO DRAIN AWAY FROM BUILDING.
- WEED FABRIC IS TO BE 3.5 OZ SPINBOND, PERMEABLE MATERIAL BY LANDSCAPE ARCHITECT. WEED FABRIC IS TO OVERLAP 6 INCHES AT SEAMS WITH NO GAPS AT EDGES FABRIC IS TO BE PINNED IN PLACE WITH SOD STAPLE 5" ON CENTER AND IN ALL CORNERS.
- REQUESTS FOR PLANT SUBSTITUTIONS MUST BE MADE TO THE LANDSCAPE ARCHITECT PRIOR TO PURCHASE AND PLANTING OPERATIONS. SHRUBS AND TREES ARE TO BE SPACED AS SCALED FROM THE PLANTING PLAN. CONTRACTOR IS TO LEAVE PLANT TAGS ON PLANTS FOLLOWING INSTALLATION UNTIL INSPECTION BY LANDSCAPE ARCHITECT HAS BEEN COMPLETED.
- PLACE 3" DEPTH OF MULCH/ ROCK OVER WEED FABRIC. MULCH/ROCK SHALL BE FREE OF TRASH, STICKS, ROOTS OR OTHER DEBRIS.
- INSTALL 3" DEPTH OF WESTERN RED CEDAR BARK AROUND THE BASE OF EACH PLANT INSTALLED. MULCH IS TO BE KEPT CLEAR OF CROWN OF INSTALLED TREES, SHRUBS OR PERENNIALS TO AVOID HOLDING MOISTURE AGAINST BASE OF THE PLANT
- CONTRACTOR IS TO GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FOLLOWING FINAL ACCEPTANCE.

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY
	1	Granite Landscape Boulder (2x3x2)	27
	2	Granite Landscape Boulder (3x4x2)	36
	3	1-1/2" Tan Granite Rock Mulch. 3" depth. Rock shall be free of trash, sticks, roots or other debris.	5,362 sf
	4	1/2" Angular Granite. 3" depth. Rock shall be free of trash, sticks, roots or other debris	19,134 sf



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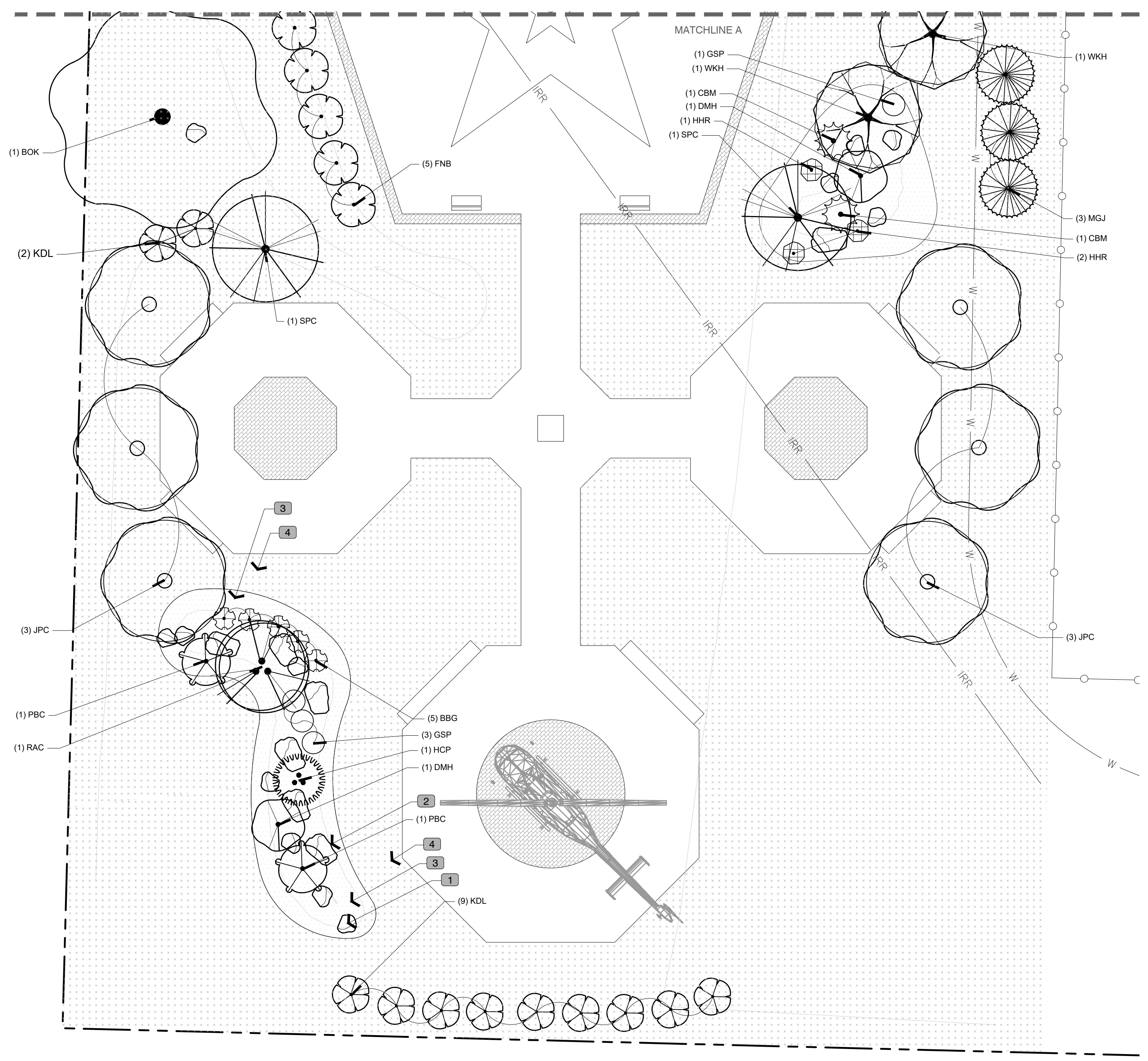
MONTROSE VETERANS MEMORIAL MONTROSE VETERANS MEMORIAL COALITION

LANDSCAPE PLANTING PLAN - SOUTH

PROJECT #:	0112-001
DATE ISSUED:	4-18-2025
DRAWN BY:	MH
CHECKED BY:	MR
ORIGINAL SHEET SIZE:	22X34

REVISIONS	DATE	DESCRIPTION

L-2



- LANDSCAPE NOTES**
- CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
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 - EQUAL PART MIXTURE OF ROUND-UP AND 2-4-D DILUTED AS PER MANUFACTURER'S RECOMMENDATIONS SHALL BE APPLIED TO ALL ACTUALLY GROWING WEEDS TWO WEEKS PRIOR TO ANY OPERATIONS
 - PLACE WEED FABRIC AND 3 INCH DEPTH OF ROCK/ MULCH OVER ALL LANDSCAPE AREAS. REMOVE UNSATISFACTORY MATERIAL INCLUDING ROAD BASE, ASPHALT, CONCRETE AND TRASH) AND REMOVE FROM SITE. ALL LANDSCAPE AREAS TO RECEIVE 6 YDS/ 1000 S.F. SOIL AMENDMENT. SCARIFY ALL AREAS TO RECEIVE SOIL AMENDMENT TO A DEPTH OF 6".
 - SOIL AMENDMENT IS TO CONSIST OF 50% GROUND WELL-AGED MANURE, 50% FINELY GROUND AND AGED WOOD CHIPS. AMENDMENT IS TO BE INCORPORATED INTO ALL LANDSCAPE AREAS WITH FERTILIZER.
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 - WEED FABRIC IS TO BE 3.5 OZ SPINBOND, PERMEABLE MATERIAL BY LANDMASTER, OR EQUAL. WEED FABRIC IS TO OVERLAP 6 INCHES AT SEAMS WITH NO GAPS AT EDGES FABRIC IS TO BE PINNED IN PLACE WITH SOD STAPLE 5" ON CENTER AND IN ALL CORNERS.
 - REQUESTS FOR PLANT SUBSTITUTIONS MUST BE MADE TO THE LANDSCAPE ARCHITECT PRIOR TO PURCHASE AND PLANTING OPERATIONS. SHRUBS AND TREES ARE TO SPACED AS SCALED FROM THE PLANTING PLAN. CONTRACTOR IS TO LEAVE PLANT TAGS ON PLANTS FOLLOWING INSTALLATION UNTIL INSPECTION BY LANDSCAPE ARCHITECT HAS BEEN COMPLETED.
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 - CONTRACTOR IS TO GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FOLLOWING FINAL ACCEPTANCE.

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○	2	Granite Landscape Boulder (3x4x2)	36
■	3	1-1/2" Tan Granite Rock Mulch, 3" depth. Rock shall be free of trash, sticks, roots or other debris. Rock to cover berms to toe of slope	5,362 sf
■	4	1/2" Angular Granite, 3" depth. Rock shall be free of trash, sticks, roots or other debris	19,134 sf

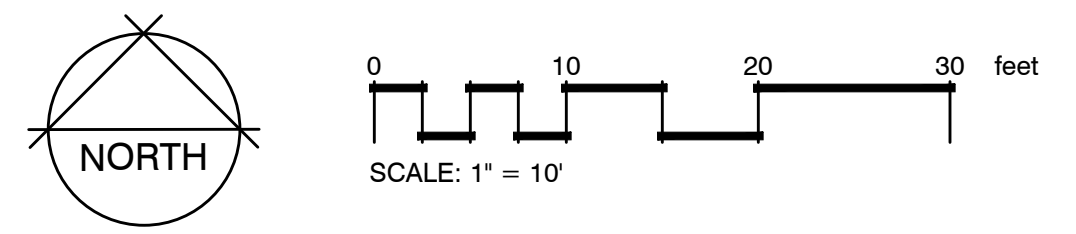
PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CAL	REMARKS
DECIDUOUS TREES					
●	BOK	2	Burr Oak <i>Quercus macrocarpa</i>	2"	50-60' High
○	JPC	6	Jeronimus Plains Cottonwood <i>Populus deltoides monilifera 'Jeronimus'</i>	2"	30-60- High
○	MSZ	3	Musashino Japanese Zelkova <i>Zelkova serrata 'Musashino'</i>	1-1/2"	40-50' High
○	RAC	1	Radiant Crabapple <i>Malus x 'Radiant'</i>	1-1/2"	15-20' High
○	SPC	2	Sucker Punch® Red Chokecherry <i>Prunus x virginiana 'P002S'</i>	1-1/2"	15-20' High
○	SSC	2	Spring Snow Crabapple <i>Malus x 'Spring Snow'</i>	1-1/2"	15-20' High
○	WKH	3	Winter King Hawthorn <i>Crataegus viridis 'Winter King'</i>	1-1/2"	18-23' High
EVERGREEN TREES					
○	AZC	6	Arizona Cypress <i>Cupressus arizonica 'Crystal Frost'</i>	6"	20-30' High
○	MGJ	3	Moonglow Juniper <i>Juniperus scopulorum 'Moonglow'</i>	6"	10-15' High
○	POP	5	Ponderosa Pine <i>Pinus ponderosa</i>	6"	40-60' High
DECIDUOUS SHRUBS					
○	DBR	9	Dwarf Blue Rabbitbrush <i>Chrysothamnus nauseosus nauseosus</i>	5 Gal	3-5' High
○	FNB	7	Fembush <i>Chamaebatiaria millefolium</i>	5 Gal	4-6' High
○	GSP	10	Gold Star Bush Cinquefoil <i>Potentilla fruticosa 'Gold Star'</i>	5 Gal	2-3' High
○	HHR	6	Hope for Humanity Shrub Rose <i>Rosa x 'Hope for Humanity'</i>	2 gal.	3-4' High
○	KDL	12	Dwarf Korean Lilac <i>Syringa meyeri 'Palbin'</i>	5 Gal	4-5' High
○	PBC	7	Pawnee Buttes® Sand Cherry <i>Prunus besseyi 'P011S'</i>	5 Gal	1-1.5 High
○	PCS	1	Powis Castle Artemisia <i>Artemisia x 'Powis Castle'</i>	5 Gal	2-2.5' High
○	VHR	10	Veterans' Honor Tea Rose <i>Rosa hybrid tea rose 'JACopper'</i>	2 gal.	3-4' High
EVERGREEN SHRUBS					
○	CBM	12	Chieftain Mock Bearberry Manzanita <i>Arctostaphylos x coloradensis 'Chieftain'</i>	5 Gal	1-2' High
○	DMH	3	Desert Mahonia <i>Mahonia fremontii</i>	5 Gal	5-7' High
○	HCP	7	Hillside Creeper Scotch Pine <i>Pinus sylvestris 'Hillside Creeper'</i>	2 gal.	1.5-2.5' High
GRASSES					
○	BBG	15	Blonde Ambition Blue Grama <i>Bouteloua gracilis 'Blonde Ambition'</i>	1 Gal	2-3' High
PERENNIALS					
○	DFO	2	Colorado Four O'Clock <i>Mirabilis multiflora</i>	1 Gal	5-1' High
○	FWG	10	Fireworks Winkleleaf Goldenrod <i>Solidago rugosa 'Fireworks'</i>	1 Gal	1-2' High
○	MYW	6	Little Moonshine Common Yarrow <i>Achillea millefolium 'ACBZ0002'</i>	1 Gal	5-1' High
○	PLV	9	Phenomenal® Lavendin <i>Lavandula x intermedia 'Niko'</i>	1 Gal	1-2' High
○	SUN	3	Apache Sunset Threadleaf Hyssop <i>Agastache rupestris 'Apache Sunset'</i>	1 Gal	1-3' High
○	WLC	3	Walker's Low Catmint <i>Nepeta x 'Walker's Low'</i>	1 Gal	1.5-2' High
NOTES					
1. Plant growth characteristics vary due to environmental conditions, therefore a range of average mature sizes are indicated.					
2. Quantities shown are inclusive of all landscape planting sheets.					

Annual seeding of Flanders poppies; seeds available from Sara Ungrodt, Montrose Botanical Society. Do not cover with Landscape Rock

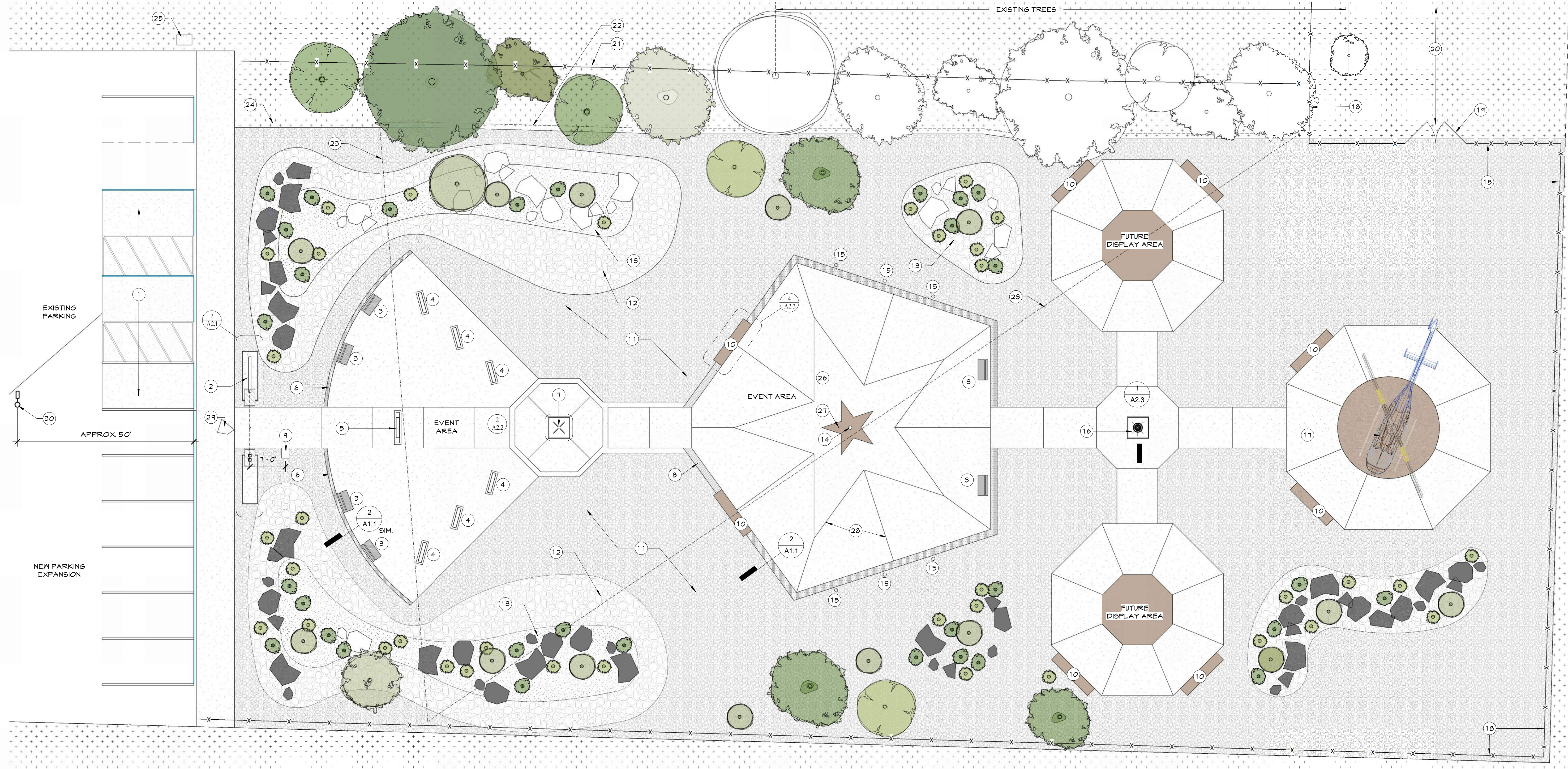
Daffodils, 4/S.F.; Narcissus x 'King Alfred', No.1 Bulbs

- NOTES**
- Plant growth characteristics vary due to environmental conditions, therefore a range of average mature sizes are indicated.
 - Quantities shown are inclusive of all landscape planting sheets.



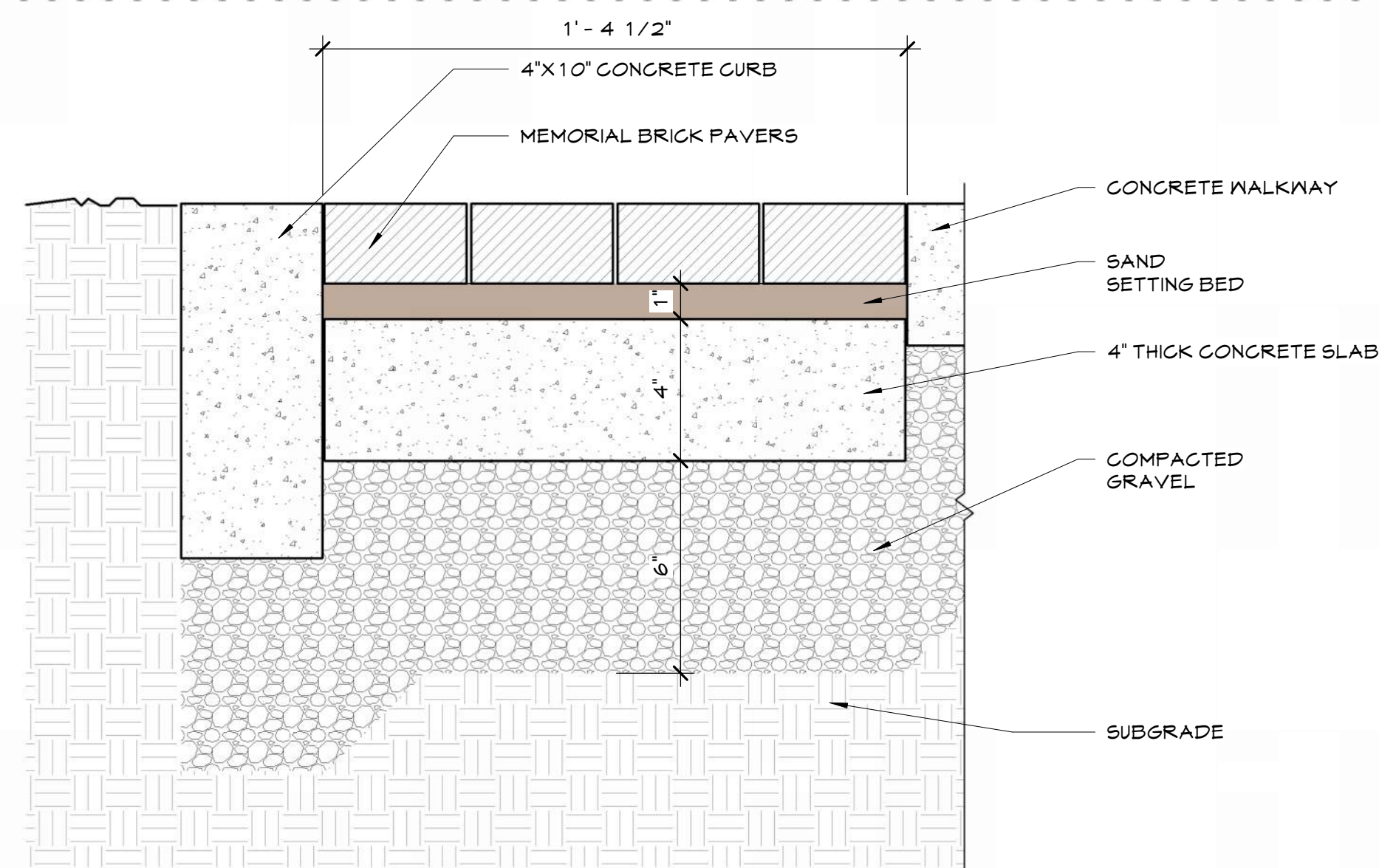
Montrose Veterans Memorial

Montrose, Colorado 81401



Site Plan Notes

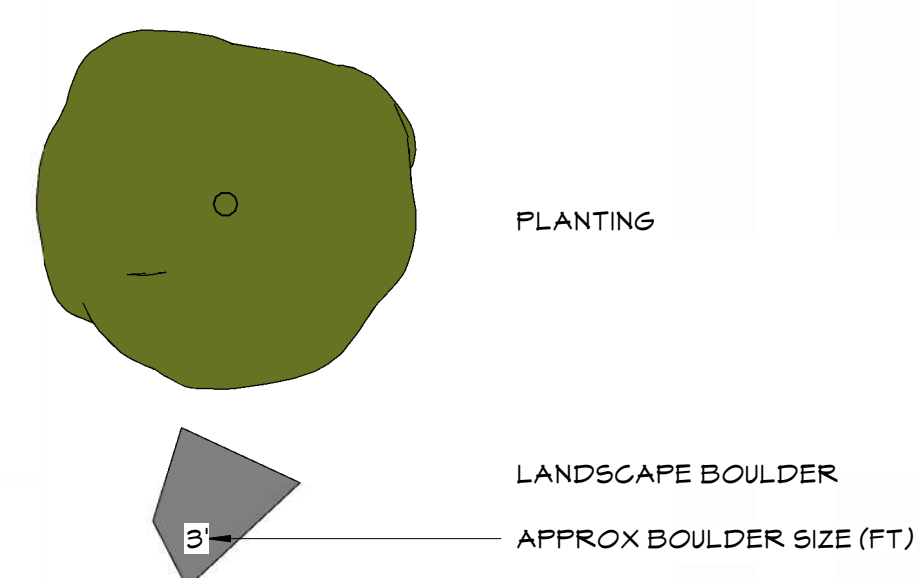
1	ACCESSIBLE PARKING SPACES
2	ENTRANCE ARCH
3	GRANITE BENCH - PURCHASED BY MVMG INSTALLED BY GC
4	FOREIGN WAR MONUMENT - PURCHASED BY MVMG INSTALLED BY GC
5	ENTRANCE MONUMENT
6	ENGRAVED "PATRIOT BRICK" DONOR PAVERS
7	EAGLE PILLAR - 8' TO 9' HIGH SITE CAST COLORED CONCRETE COLUMN, EAGLE SCULPTURE SUPPLIED BY MVMG AND INSTALLED BY GC
8	MEMORIAL PAVERS, 16" WIDE STRIPS, APPROX 888 ENGRAVED PAVERS AT THE PERIMETER
9	MONUMENT DESCRIPTION MARKER
10	COLORED CONCRETE BENCH 10'-0" TYP. DEPTH 2'-0"
11	ROCK MULCH - TYPE 1
12	ROCK MULCH - TYPE 2
13	ROCK MULCH - TYPE 3
14	30" US FLAG POLE IN CENTER OF PLAZA
15	IN-GROUND FLAG BASES FOR SERVICE FLAGS ON EVENT DAYS
16	USS MONTROSE BELL - 3' HIGH SITE CAST COLORED CONCRETE COLUMN BELL SUPPLIED BY CITY OF MONTROSE AND INSTALLED BY GC
17	STATIC HELICOPTER DISPLAY ON PYRAMID STYLE PEDESTAL - HELICOPTER BY MVMG, PEDESTAL BASE AND FOUNDATION BY GC
18	NEW SPLIT RAIL FENCING - 4' HIGH
19	PROVIDE GATE OR REMOVEABLE SECTION OF FENCE FOR SITE ACCESS
20	IMPROVE ACCESS TO SITE AS REQUIRED, ADD CULVERT, IMPROVE DRIVEWAY, ADD GATE, CURB CUT AT STREET
21	EXISTING FENCE
22	EXISTING IRRIGATION DITCH
23	PIPE EXISTING DITCH
24	FROST FREE HOSE BIBB - RE. CIVIL FOR LOCATION
25	PROPOSED TRANSFORMER LOCATION - RE. CIVIL FOR LOCATION
26	CONCRETE, BROOM FINISH
27	COLORED CONCRETE, BROOM FINISH
28	SAW CUT CONTROL JOINT, FINAL PATTERN LAYOUT COORDINATED WITH CONCRETE SUBCONTRACTOR
29	18" HIGH BOULDER
30	NEW PARKING LOT LIGHT, PLACE IN LINE WITH EXISTING PARKING LOT LIGHTS TO THE NORTH, SUPPLY POWER FROM NEW PROJECT TRANSFORMER, MATCH PEDESTAL AND LIGHT FIXTURE



2 Brick Paving
3" - 1'-0"

1 Site Plan
1" - 10'-0"

Site Plan Legend



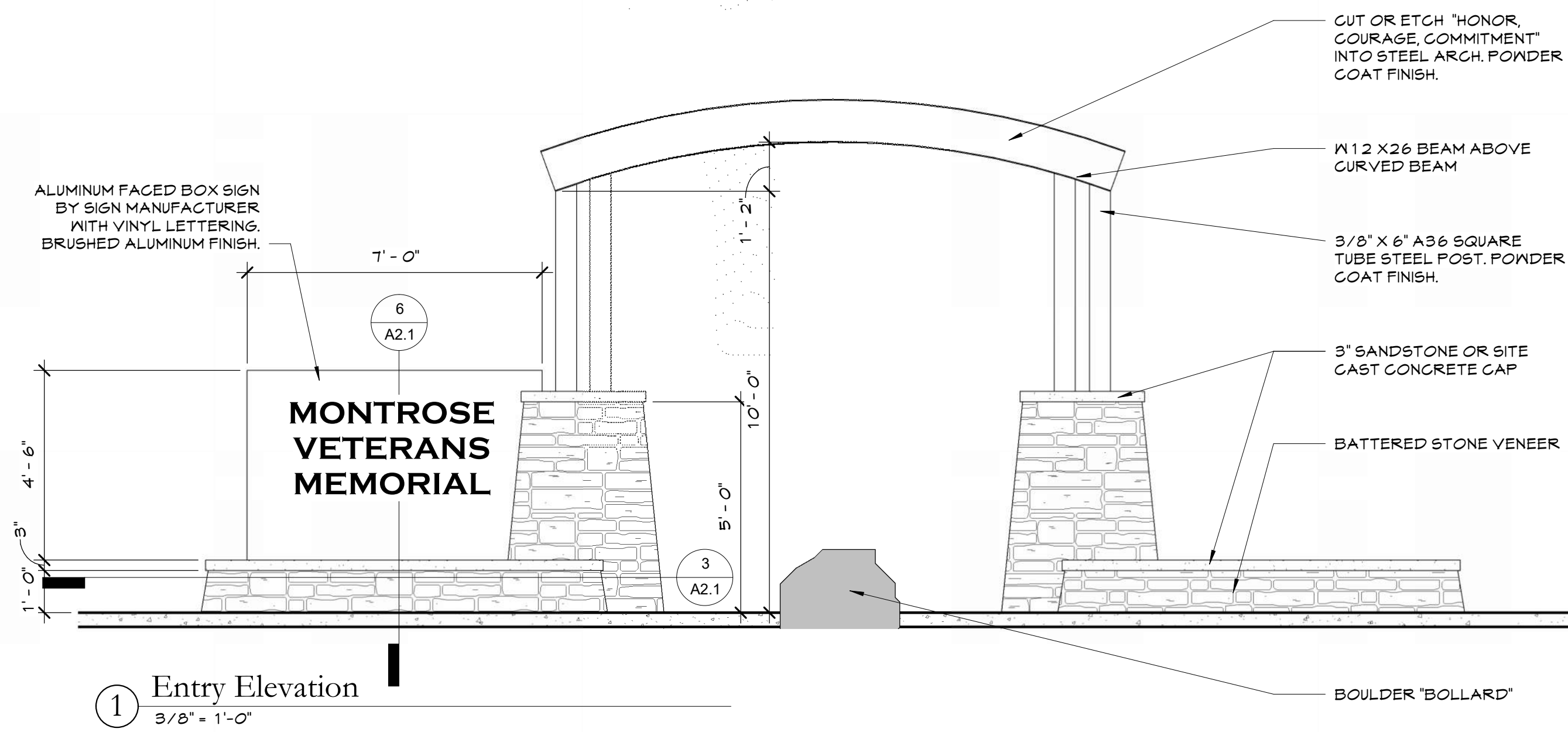
REVISIONS

PROJECT NO:	2407
PHASE:	CD
ISSUE:	B
ISSUE DATE:	4/2/25

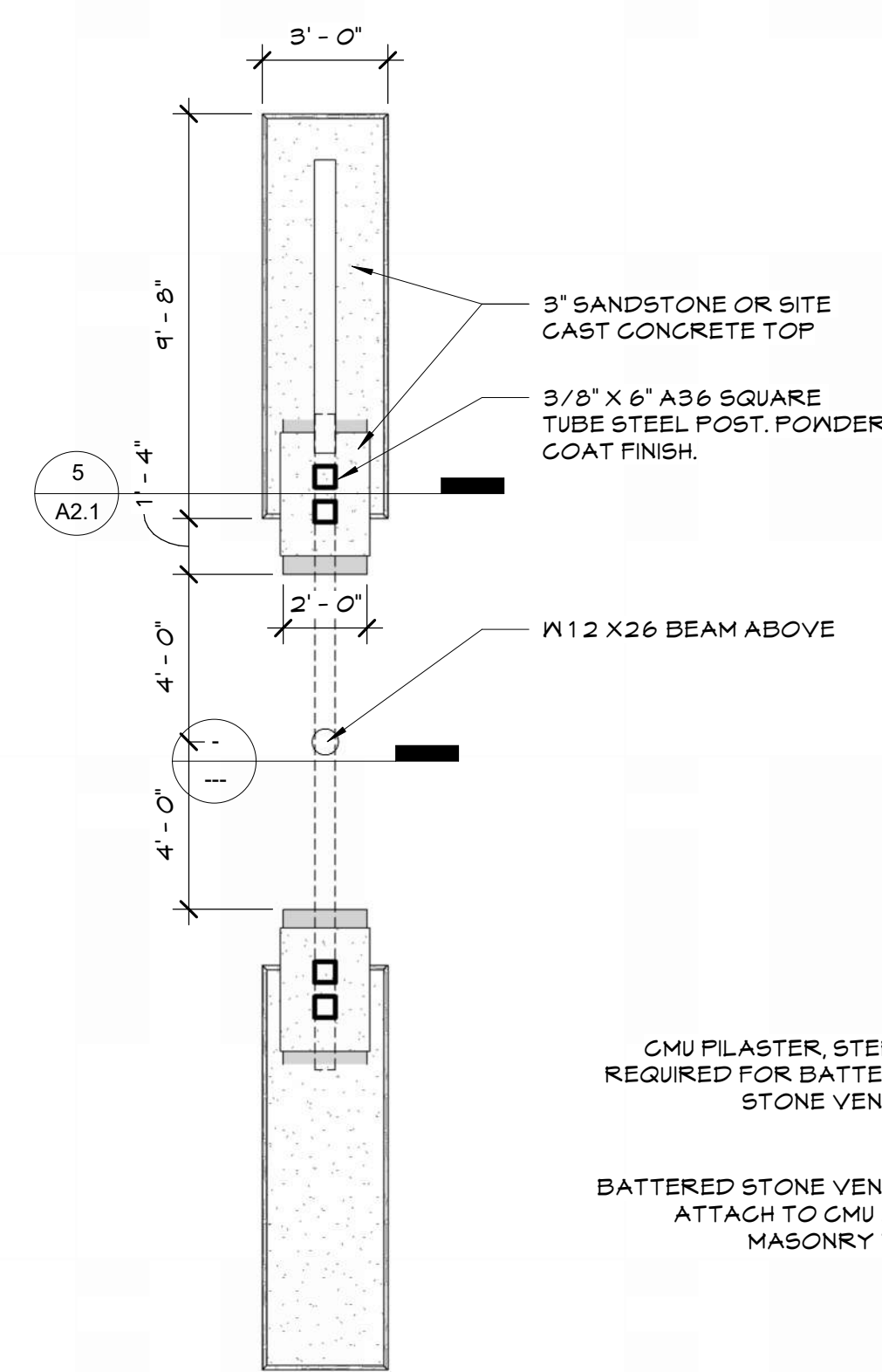
Site Plan

SHEET NAME

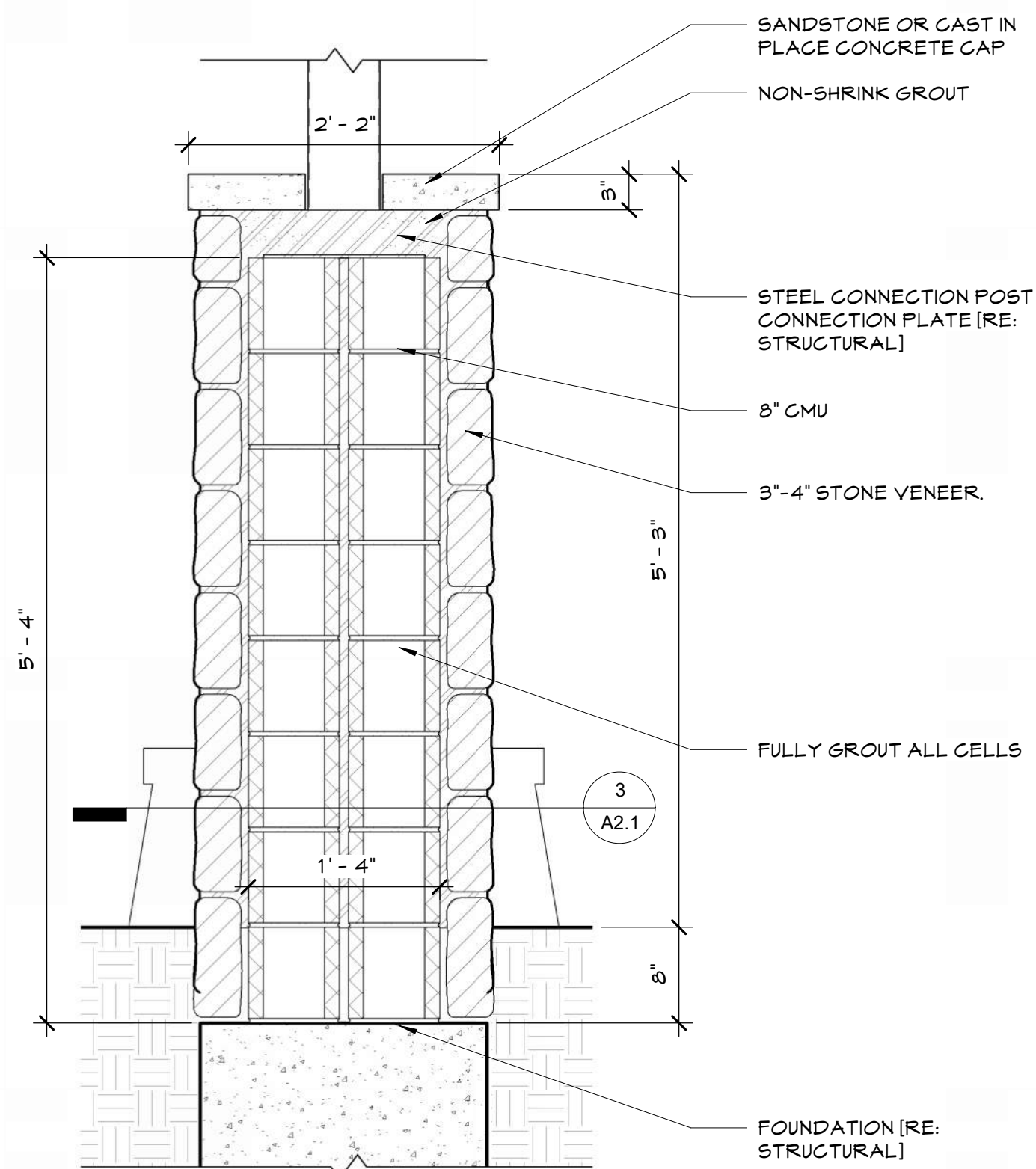
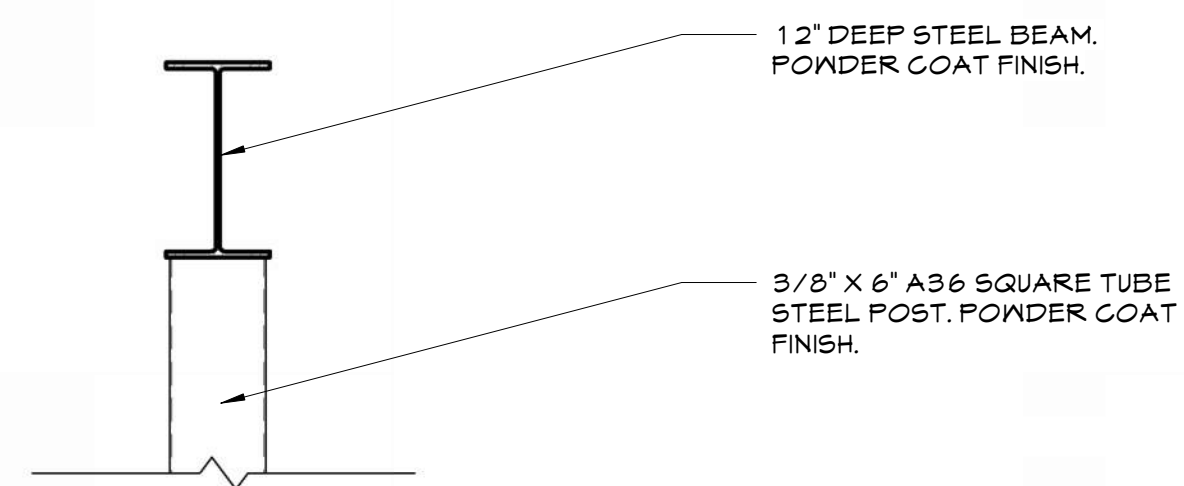
A1.1
SHEET NUMBER



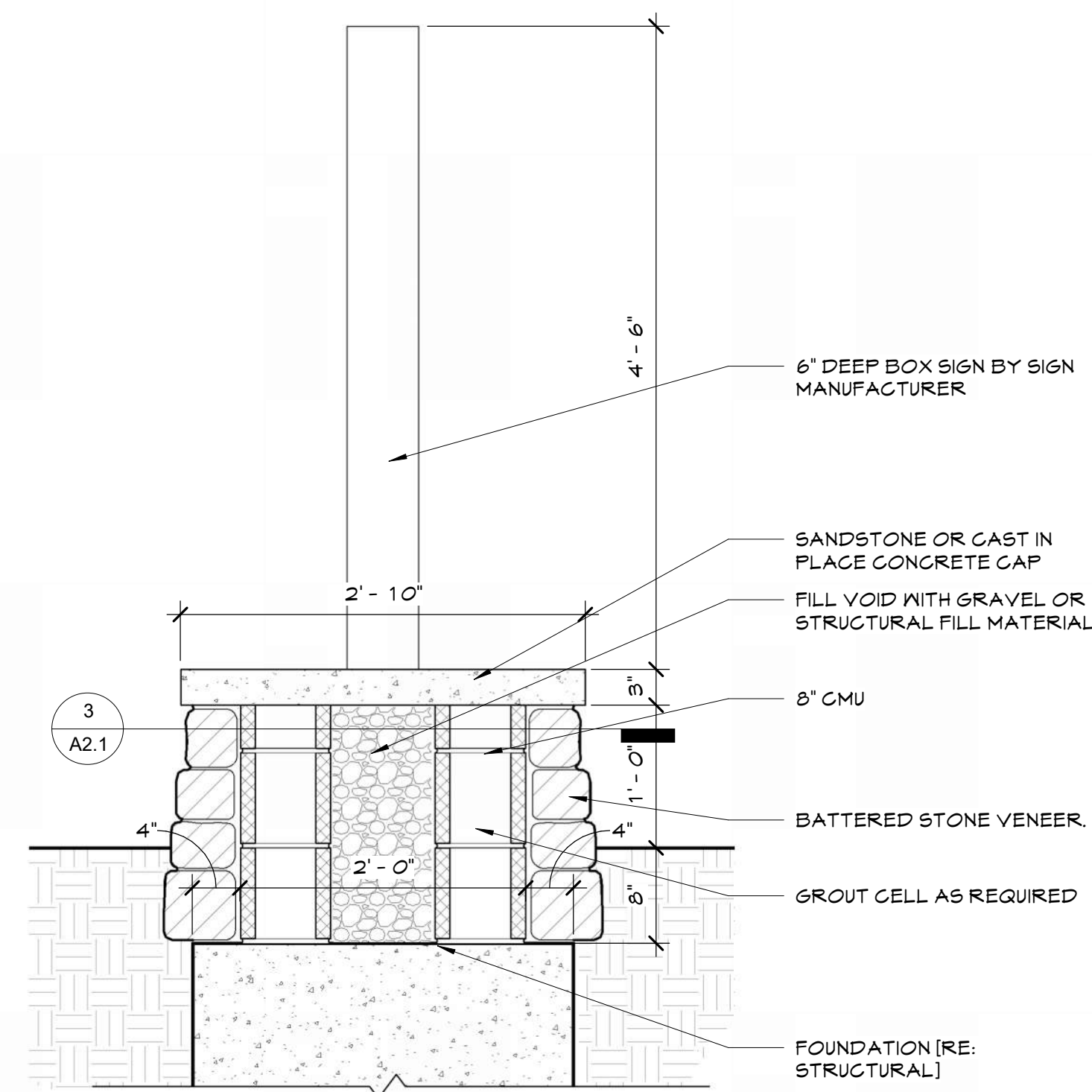
① Entry Elevation
3/8" = 1'-0"



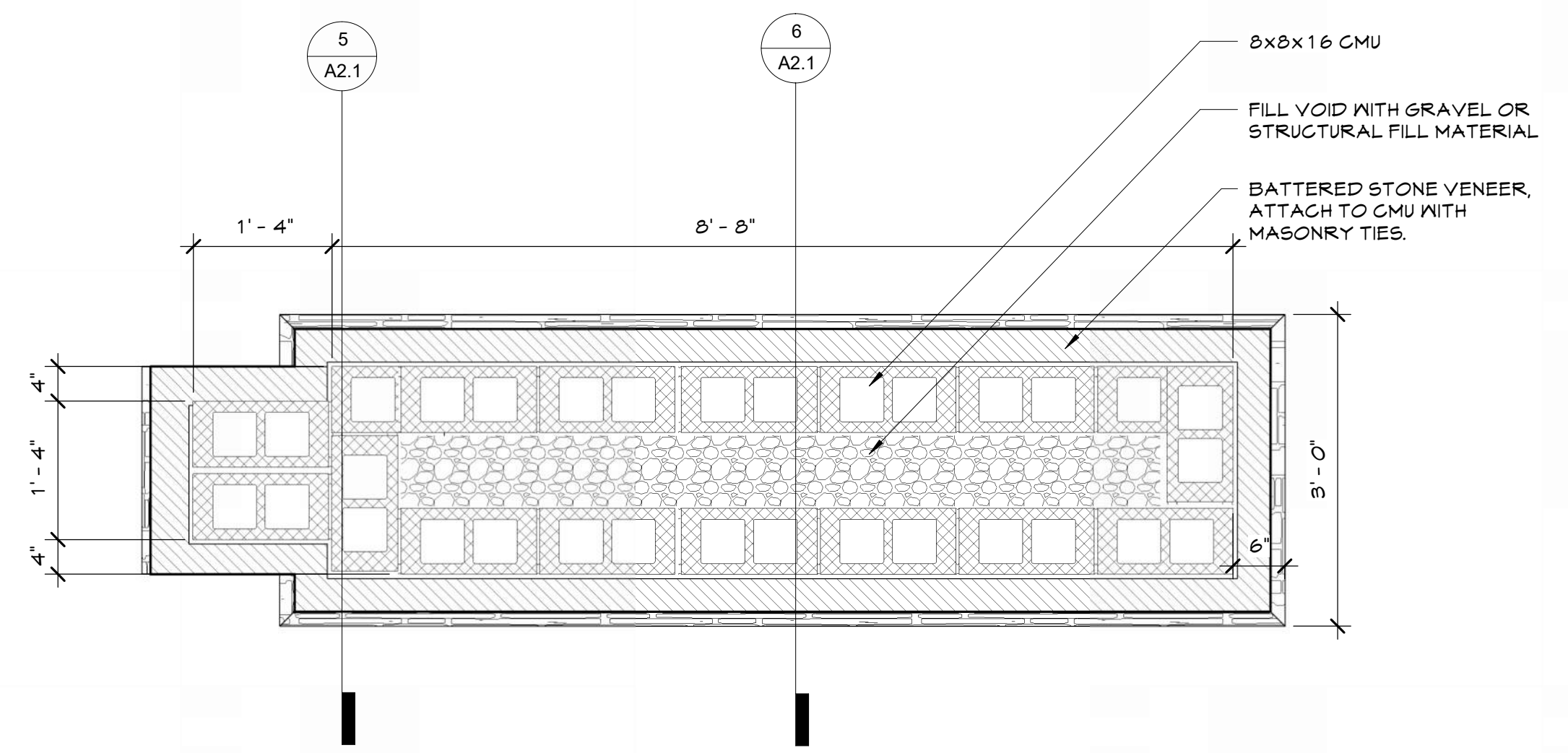
② Entrance Plan
1/4" = 1'-0"



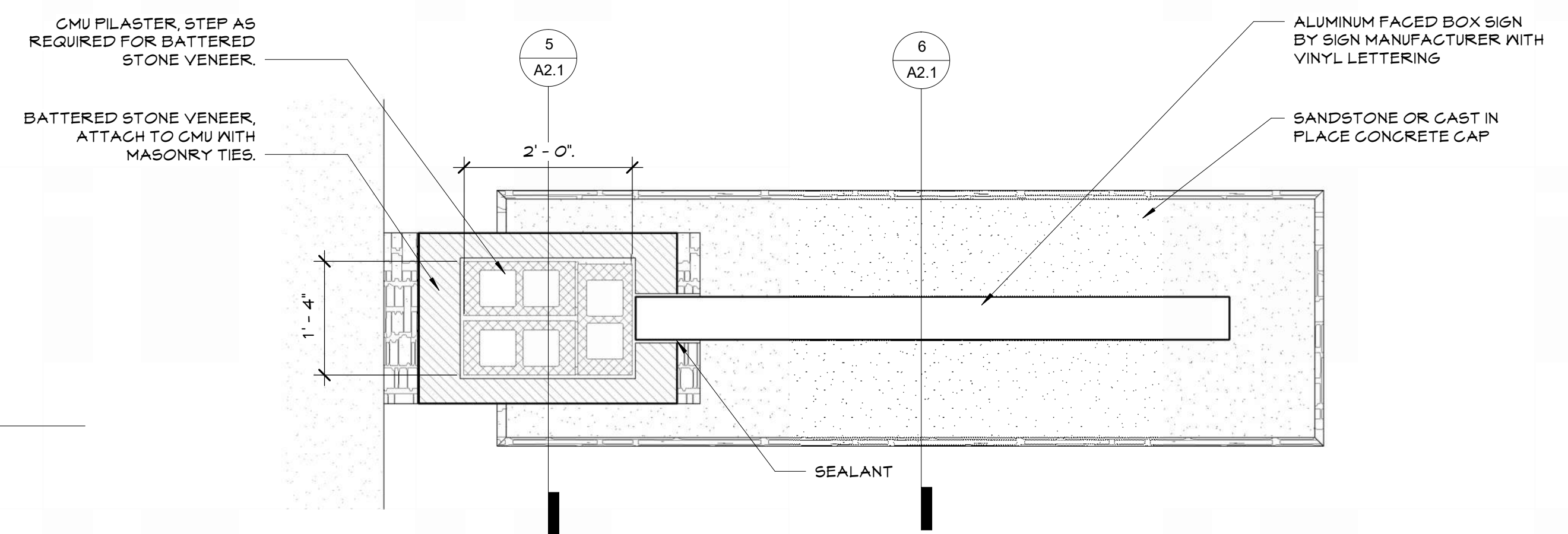
⑤ Detail
1" = 1'-0"



⑥ Detail-Sign Section
1" = 1'-0"



③ Detail-Sign Plan
3/4" = 1'-0"



④ Detail-Sign Plan High
3/4" = 1'-0"

REVISIONS

MOTLEY ARCHITECTURE & DESIGN
 915 S. 10th St.
 Montrose, CO 81401
 p: (970) 249-1980
 motleyarc.com

PROJECT NO:	2407
PHASE:	CD
ISSUE:	B
ISSUE DATE:	4/2/25

Site Details

SHEET NAME

Montrose Veterans Memorial
 Montrose, Colorado 81401

A2.1
 SHEET NUMBER

Montrose Veterans Memorial

Montrose, Colorado 81401

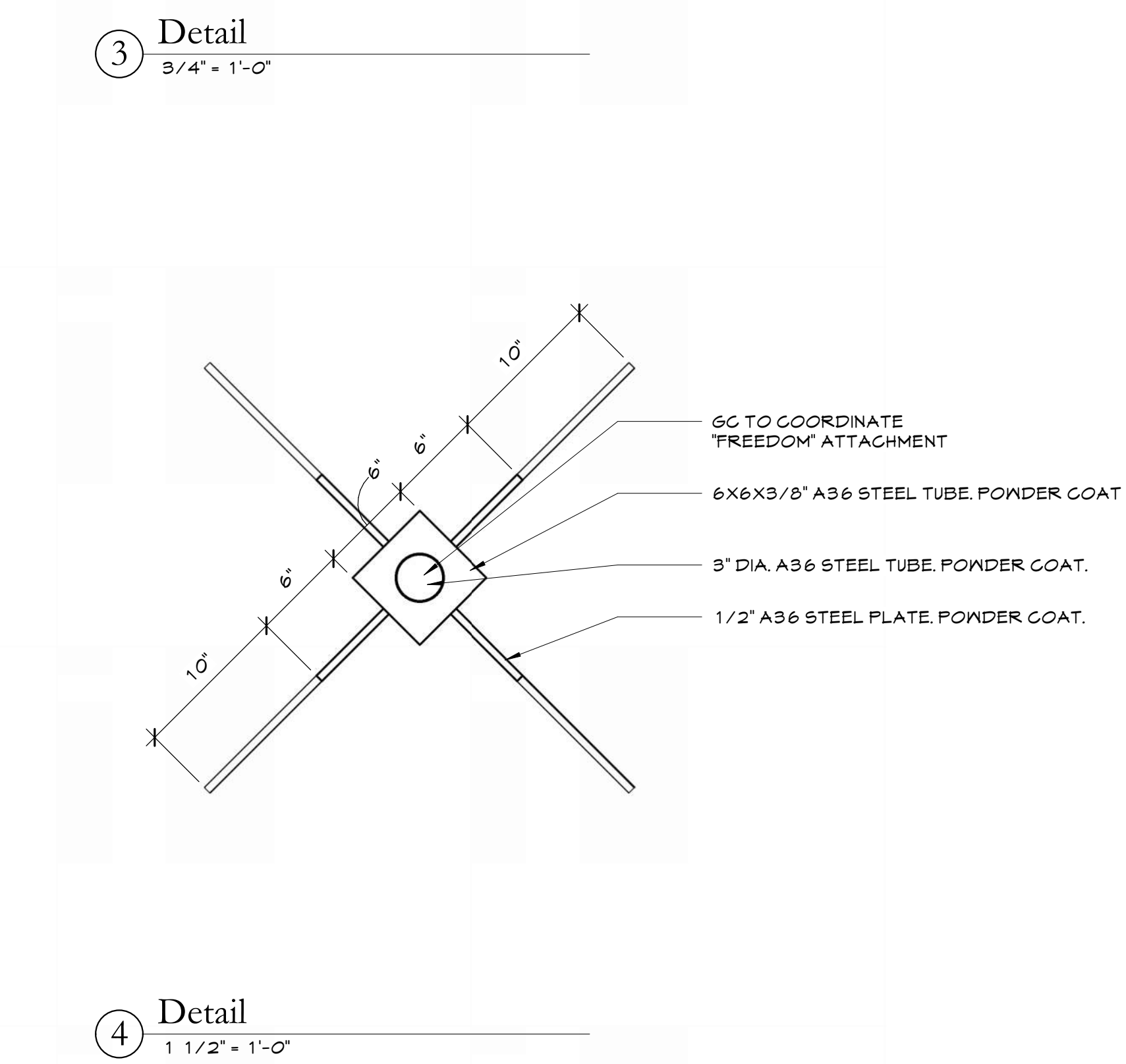
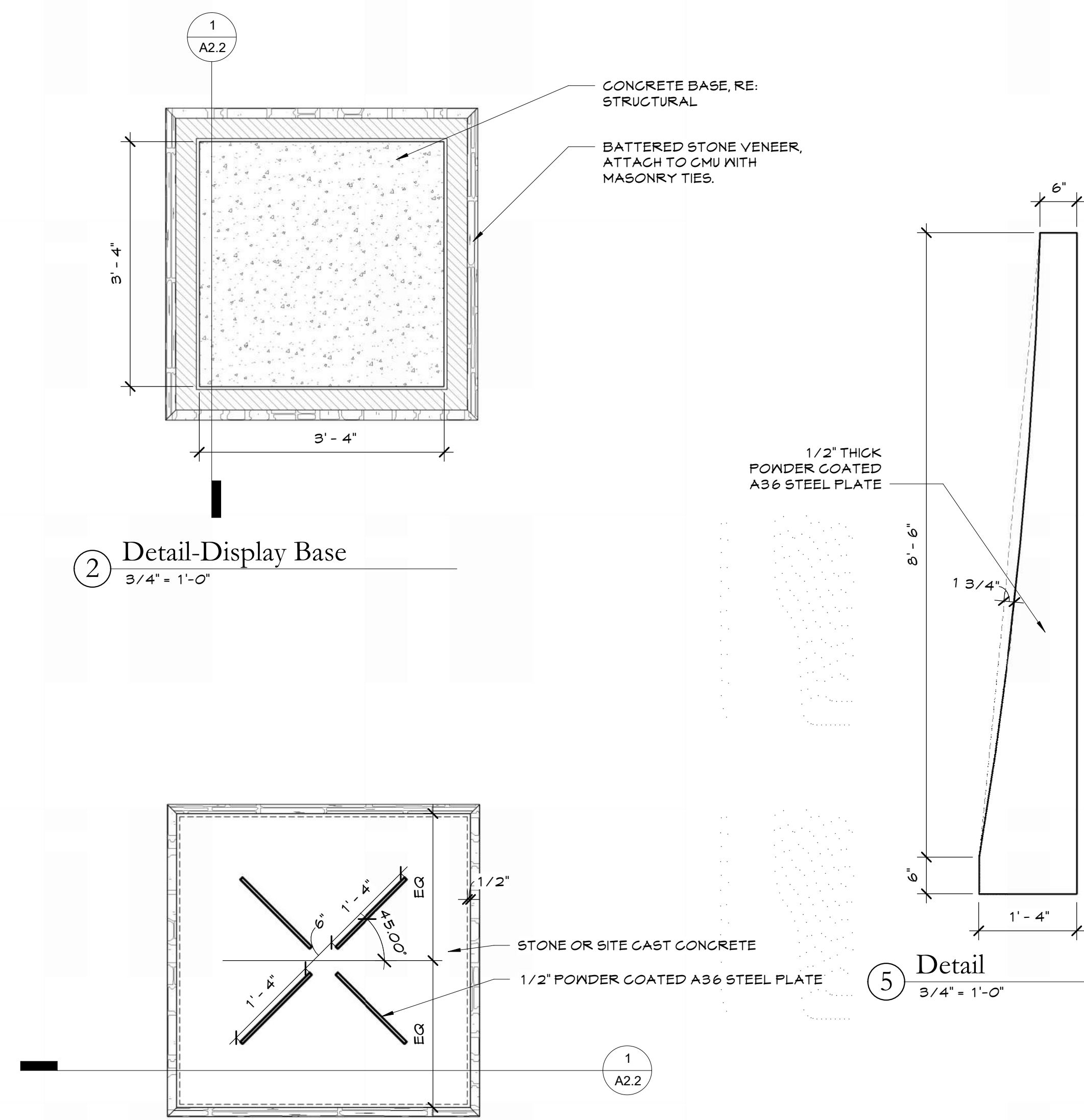
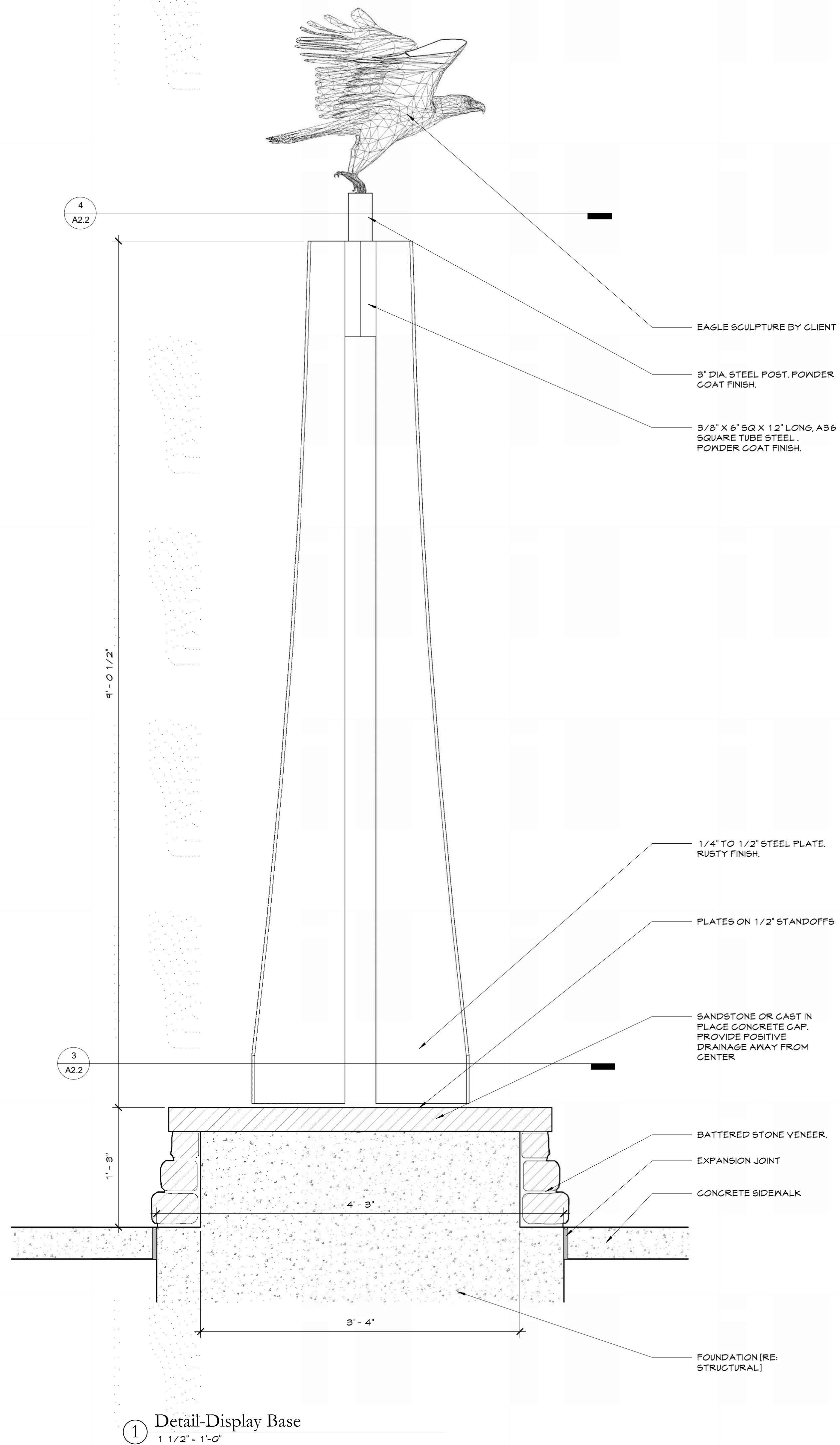
REVISIONS

PROJECT NO:	2407
PHASE:	CD
ISSUE:	B
ISSUE DATE:	4/2/25

Freedom Monument

SHEET NAME

A2.2
SHEET NUMBER



Montrose Veterans Memorial

Montrose, Colorado 81401

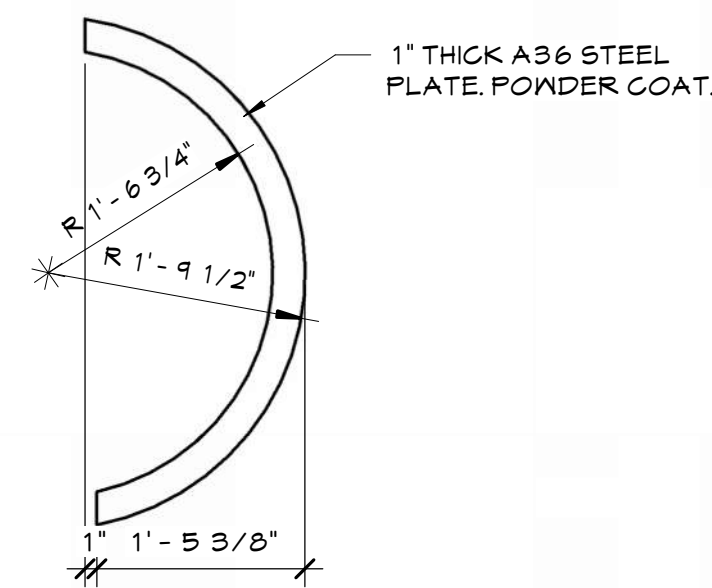
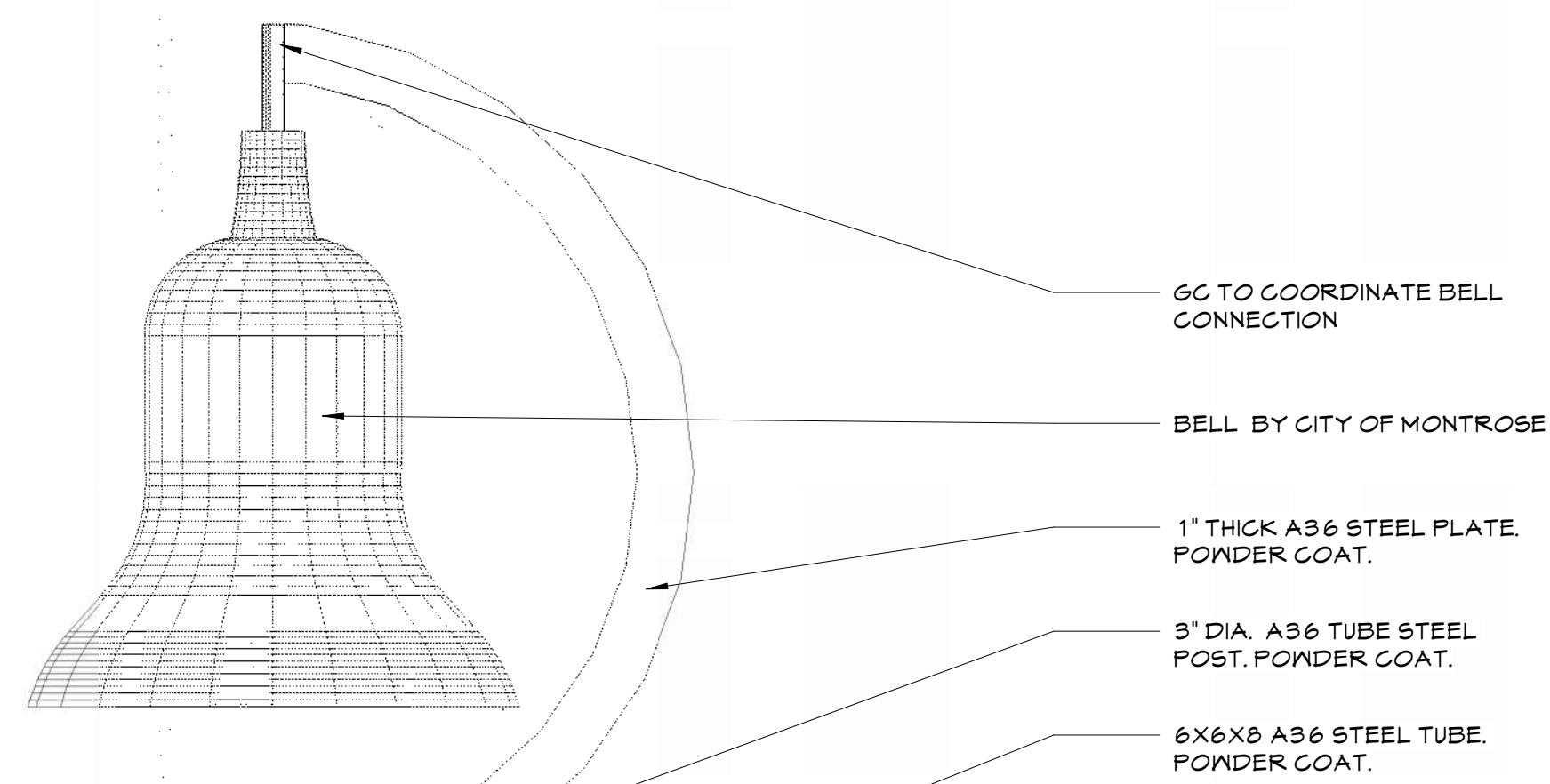
REVISIONS

PROJECT NO:	2407
PHASE:	CD
ISSUE:	B
ISSUE DATE:	4/2/25

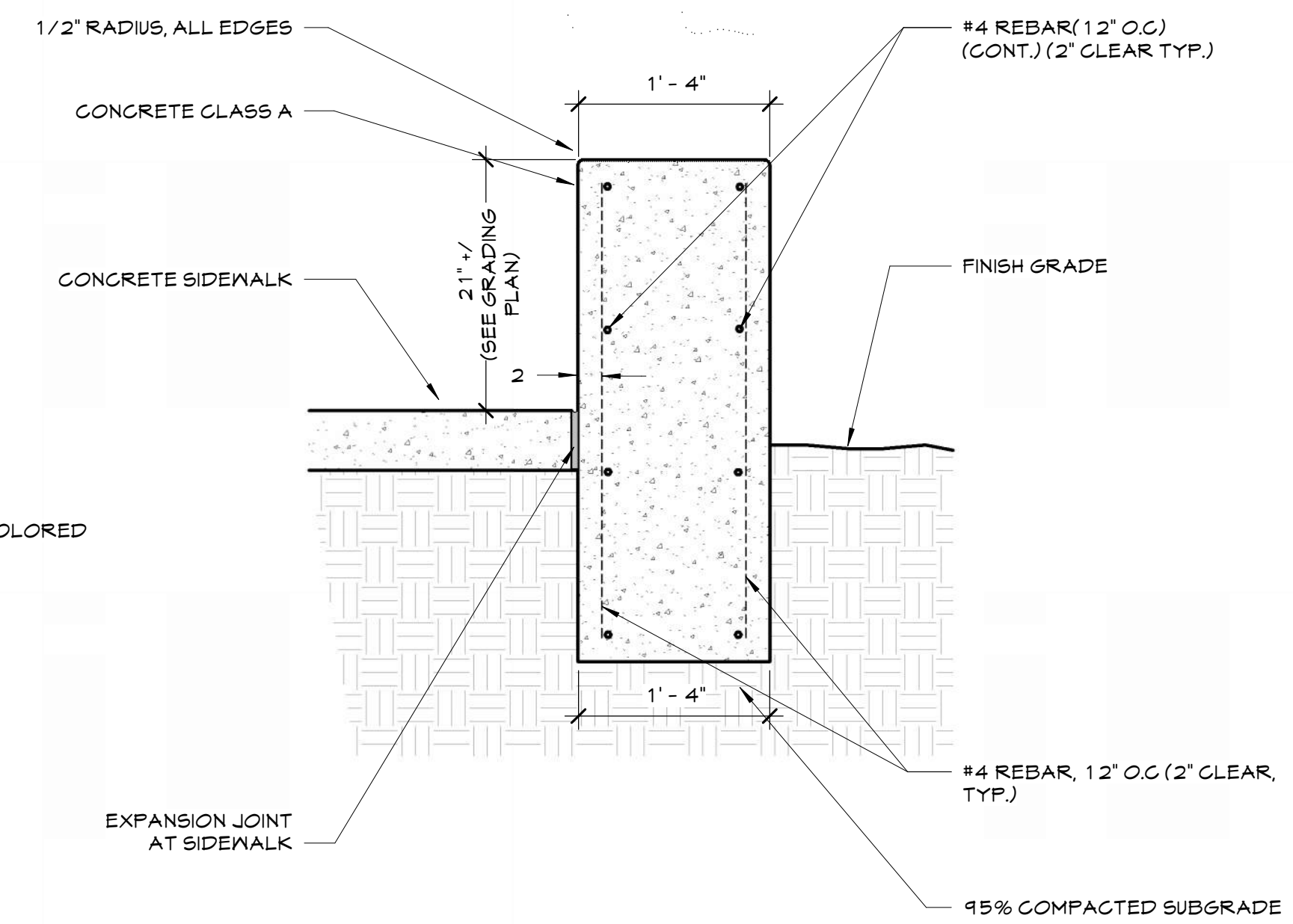
Site Details

SHEET NAME

A2.3
SHEET NUMBER

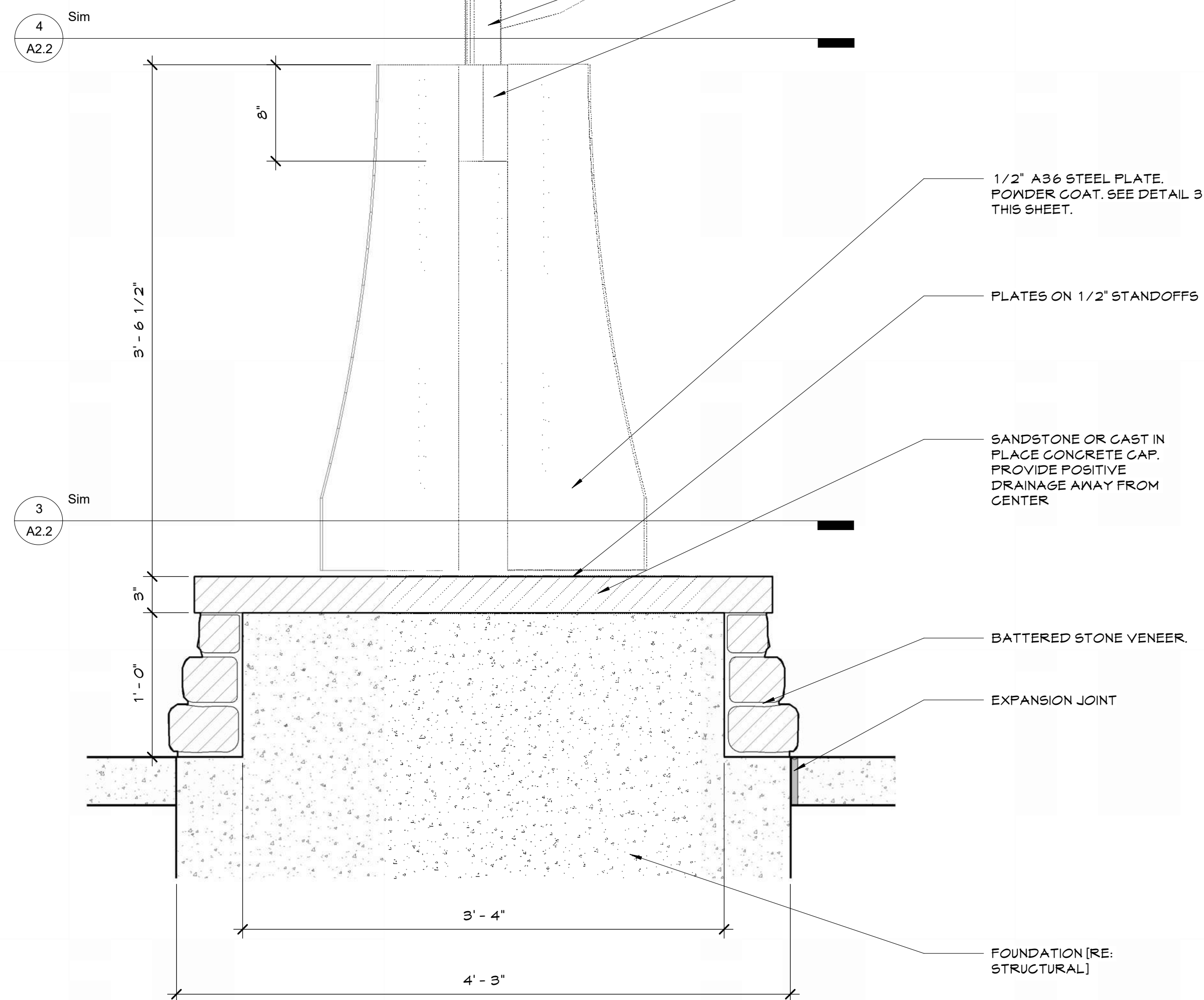


2 Detail-Bell Hangar
3/4" = 1'-0"

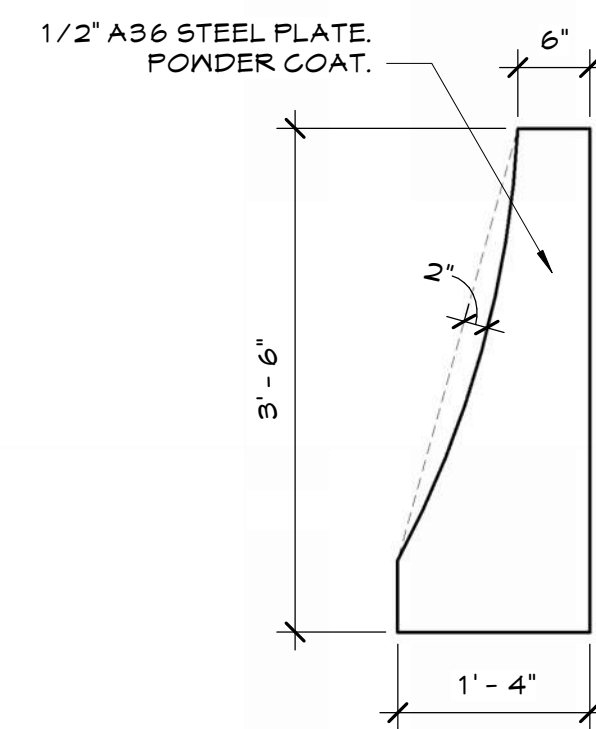


NOTE:
1. SEAT TO BE COLORED CONCRETE

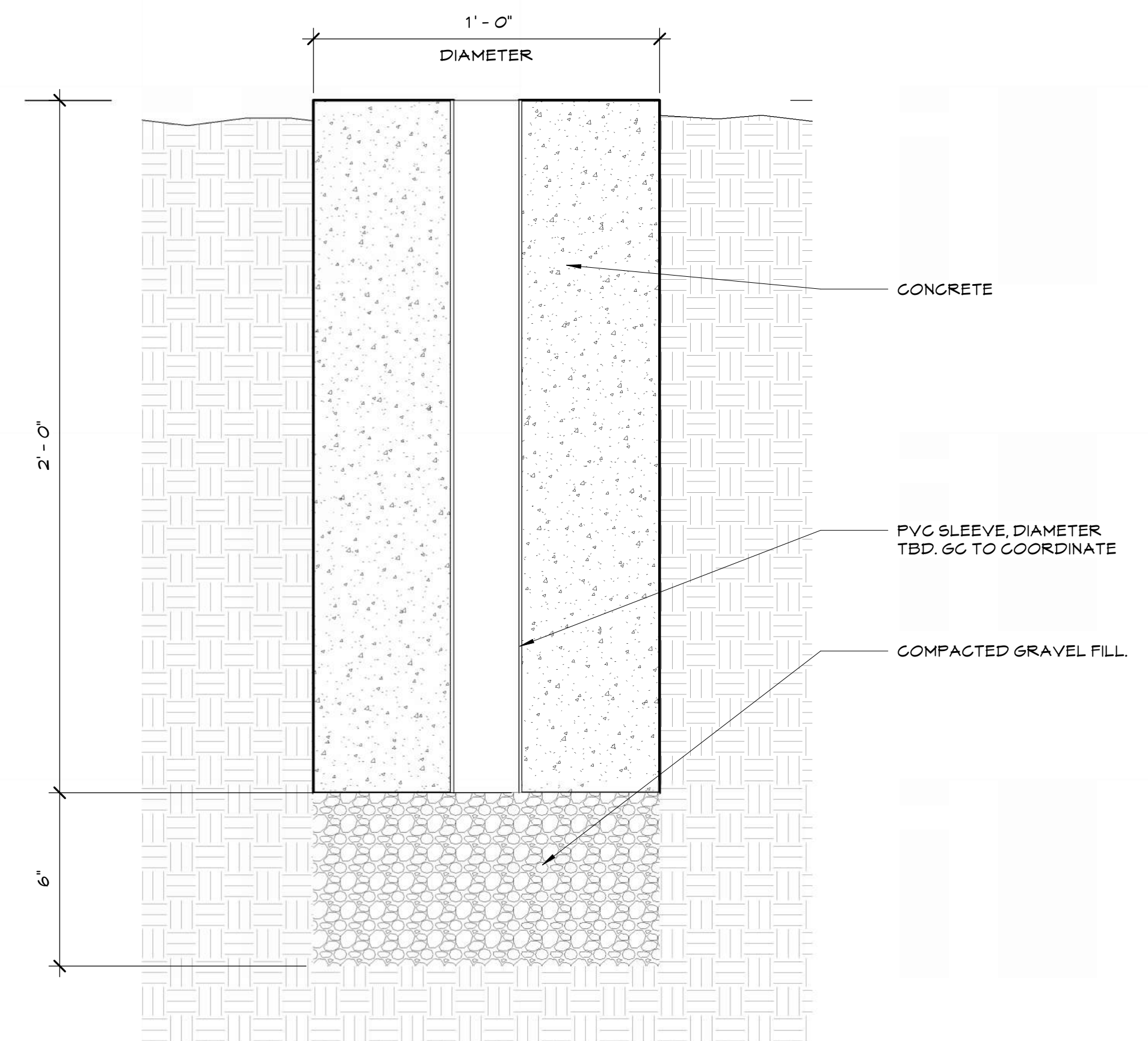
4 Seatwall
1" = 1'-0"



1 Detail-Display Base
1 1/2" = 1'-0"



3 Detail
3/4" = 1'-0"



5 Flagpole Base
3" = 1'-0"

FIRE ALARM EQUIPMENT LEGEND	
	FIRE ALARM CONTROL PANEL
	FIRE ALARM PULL STATION
	FIRE ALARM HORN
	FIRE ALARM STROBE
	FIRE ALARM HORN+STROBE
	CEILING MOUNTED SPEAKER
	DUCT DETECTOR
	REMOTE LAMP
	SMOKE DETECTOR - PHOTOELECTRIC
	135° STANDARD HEAT DETECTOR
	PIR DETECTOR
	DOOR HOLD - MAGNETIC HOLD
	FLOW SWITCH
	TAMPER SWITCH

COMMUNICATION LEGEND	
	CLOCK ONLY
	CLOCK / PA SPEAKER WALL MOUNTED
	ROUND CEILING MOUNTED SPEAKER
	SQUARE SPEAKER
	INTERCOM PUSH TO CALL SWITCH
	WIRELESS ACCESS POINT ABOVE THE CEILING
	PROJECTOR
	WALL MOUNTED HDMI
	PLAIN DATA OUTLET
	PLAIN DATA OUTLET WITH MOUNTING HEIGHT
	COMBINATION DATA/TELEPHONE
	FLOOR MOUNTED COMBINATION DATA/TELEPHONE
	CEILING MOUNTED COMBINATION DATA/TELEPHONE
	TELEVISION OUTLET

SECURITY SYSTEM LEGEND	
	SECURITY CAMERA
	ADA DOOR OPERATOR PUSH BUTTON
	ELECTRIC DOOR STRIKE
	CARD READER FOR DOOR OPERATOR

LIGHTING LEGEND	
NOTES:	
SYMBOLS SHOWN ARE STANDARD. VARIATION AND/OR COMBINATIONS MAY BE USED ON THE PLANS. THIS LIST SHOWS STANDARD SYMBOLS AND ALL MAY NOT APPEAR ON THE PROJECT DRAWINGS; HOWEVER, WHEREVER THE SYMBOL ON THE PROJECT DRAWINGS OCCUR, THE ITEM SHALL BE PROVIDED AND INSTALLED.	
VARIATION AND/OR COMBINATION MAY BE USED ON THE PLANS.	
A NUMBER NEXT TO A RECEPTACLE OR DEVICE INDICATES A CIRCUIT NUMBER.	
AN UPPER CASE LETTER NEXT TO A SWITCH INDICATES THE FUNCTION OF THE SWITCH. A LOWER CASE LETTER INDICATES THE SWITCH CIRCUIT.	
AN UPPER CASE LETTER NEXT TO A LIGHT FIXTURE INDICATES THE TYPE OF FIXTURE. REFER TO THE LUMINAIRE SCHEDULE FOR FIXTURE SPECIFICATIONS. A LOWER CASE LETTER NEXT TO A LIGHT CORRESPONDS TO THE SWITCH DESIGNATION.	

SWITCHES	
	SINGLE POLE SWITCH
	TWO POLE SWITCH
	THREE-WAY SWITCH
	FOUR-WAY SWITCH
	DIMMER SWITCH
	3 WAY DIMMER SWITCH - (4D INDICATES A 4WAY DIMMER)
	DOOR ACTIVATED SWITCH
	WALL MOUNTED DUAL TECHNOLOGY MANUAL ON / AUTO OFF VACANCY SENSOR SWITCH
	LOW VOLTAGE LIGHT SWITCH
	MANUAL MOTOR STARTER
	PILOT LIGHT SWITCH
	AUTO ON / AUTO OFF LIGHT SWITCH
	DUAL TECHNOLOGY MOTION / OCCUPANCY SENSOR LIGHT SWITCH
	MANUAL ON / AUTO OFF DIMMING LIGHT SWITCH
	KEY OPERATED LIGHT SWITCH
	MANUAL ON - TIMED OFF LIGHT SWITCH
	CEILING MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR SWITCH
	CEILING MOUNTED DUAL TECHNOLOGY MANUAL ON / AUTO OFF VACANCY SENSOR
	CEILING MOUNTED DAYLIGHT HARVESTING SENSOR
	SCENE CONTROL STATION
	UNIT LIGHTING MANAGEMENT CONTROL STATION.

LIGHT FIXTURES	
	1'x4' LED TROFFER OR DIRECT/INDIRECT TYPE FIXTURE GRID, FLANGE OR SURFACE MOUNTED
	2'x4' LED TROFFER OR DIRECT/INDIRECT TYPE FIXTURE GRID, FLANGE OR SURFACE MOUNTED
	2'x2' LED TROFFER OR DIRECT/INDIRECT TYPE FIXTURE GRID, FLANGE OR SURFACE MOUNTED
	OPEN STRIP FIXTURE
	WALL BRACKET LINEAR FIXTURE
	WALL MOUNTED SCIENCE LIGHT FIXTURE
	RECESSED DOWNLIGHT CAN FIXTURE
	SURFACE CEILING OR PENDANT MOUNTED FIXTURE
	DOUBLE FACE EXIT SIGN, WALL AND CEILING MOUNTED
	SINGLE FACE EXIT SIGN, WALL AND CEILING MOUNTED
	WALL MOUNTED EMERGENCY LIGHT
	EMERGENCY EXTERIOR EGRESS FIXTURE

GENERAL ELECTRICAL NOTES:

- ALL ELECTRICAL WORK TO COMPLY WITH LATEST EDITION OF NEC, IEC AND ALL APPLICABLE GOVERNING CODES.
 - FIELD COORDINATION DURING CONSTRUCTION IS IMPERATIVE. CONTRACTORS BIDDING THIS WORK MUST MAKE REASONABLE ALLOWANCES FOR UNFORESEEN CONTINGENCIES.
 - ELECTRIC UTILITY TO ADVISE OWNER AND/OR THE ELECTRICAL ENGINEER PRIOR TO SERVICE MODIFICATION REQUIRING COST TO THE OWNER.
- WRING:**
- ALL WIRING IS SHOWN DIAGRAMMATICALLY ON DRAWING. FIELD VERIFY ALL CONDITIONS PRIOR TO ROUGH-IN.
 - ALL CONDUITS AND CONVEYANCES SHALL BE CONCEALED. IN THE EVENT THAT A NEW DEVICE IS BEING INSTALLED IN AN EXISTING DRYWALL PARTITION, PROVIDE A CUT IN TYPE BOX AND FISH FLEXIBLE CONDUIT DOWN INSIDE THE WALL FROM ABOVE THE CEILING AND REPAIR THE DRYWALL AROUND THE CONDUIT. TRANSITION TO EMT ONCE ABOVE THE CEILING.
 - SIZES OF WIRE AND CABLES ARE BASED UPON COPPER CONDUCTORS, UNLESS OTHERWISE INDICATED. ALL CIRCUITS SHALL CONTAIN #12 AWG WITH (1) #12 GND IN 1/2" CONDUIT UNLESS NOTED OTHERWISE.
 - ALL BRANCH CIRCUITS WITH HOME RUNS OVER 50 FEET, WILL BE SIZED ONE SIZE LARGER.
 - ALL PENETRATIONS IN OR THROUGH FIRE RATED PARTITIONS SHALL BE FIRE STOPPED IN SUCH A WAY THAT THE PENETRATION MATCHES THE FIRE RATING OF THE WALL.
 - THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION BETWEEN THE APPROPRIATE DISCIPLINES AND CONTRACTORS.
 - COORDINATE ALL DEVICE, FIXTURE AND HARDWARE COLOR SELECTIONS WITH THE ARCHITECT PRIOR TO MAKING SHOP DRAWING SUBMITTALS.
 - COORDINATE THE MOUNTING HEIGHTS OF ALL RECEPTACLES MOUNTED ABOVE COUNTERS, CASEWORK AND APPLIANCE RECEPTACLES WITH ARCHITECTURAL ELEVATIONS.
 - BRANCH CIRCUIT AND SPECIAL SYSTEMS WIRING FOR DEVICES ON WALLS IN FINISHED AREAS WHICH CANNOT BE CONCEALED SHALL BE INSTALLED IN SURFACE MOUNTED RACEWAY.
 - ALL EXPOSED CONDUITS, BOXES, ETC. IN ROOMS TO BE PAINTED SHALL BE PAINTED TO MATCH THE SURROUNDING SURFACE. EXPOSED CONDUITS, BOXES, ETC. IN ROOMS WHICH ARE NOT PAINTED MAY BE LEFT UNPAINTED. EXPOSED CONDUIT, BOXES, ETC. ON THE EXTERIOR OF BUILDINGS SHALL BE PAINTED TO MATCH THE SURROUNDING SURFACE AS CLOSELY AS POSSIBLE.
 - THE CONTRACTOR IS RESPONSIBLE FOR PATCHING, PAINTING, REPAIRING OR REPLACEMENT OF ALL WALLS, CEILING OR OTHER BUILDING ELEMENTS WHICH ARE DISTURBED AS PART OF THE DEMOLITION AND/OR INSTALLATION OF ELECTRICAL WORK.
 - PROVIDE ELECTRICAL CONNECTION TO ALL FIRE, SMOKE, AND FIRE / SMOKE DAMPERS INCLUDING POWER AND FIRE ALARM. VERIFY EXACT SIZE AND FINAL LOCATION OF ALL DAMPERS WITH THE MECHANICAL CONTRACTOR. ALL ROOFTOP UNITS RATED AT MORE THAN 2000 CFM WILL BE OUTFITTED WITH A DUCT DETECTOR IN THE RETURN DUCT. ALL ROOFTOP UNITS RATED AT MORE THAN 15000 CFM WILL BE OUTFITTED WITH A DUCT DETECTOR IN BOTH THE SUPPLY AND RETURN DUCT AT ROOFTOP LEVEL AND IN THE RETURN DUCT AT EVERY LEVEL THAT IS SERVED. ELECTRICAL CONTRACTOR WILL PROVIDE A REMOTE TEST STATION AND ALL WIRING NECESSARY TO COMPLETE INSTALLATION.
 - REFER TO THE MECHANICAL EQUIPMENT SCHEDULE FOR ADDITIONAL REQUIREMENTS ASSOCIATED WITH PLUMBING AND HVAC EQUIPMENT AND OWNER/GENERAL CONTRACTOR FURNISHED EQUIPMENT.

ELECTRICAL EQUIPMENT LEGEND	
	BRANCH CIRCUIT PANELBOARD
	TELEPHONE TERMINAL BOARD
	ELECTRIC MOTOR
	FUSED SAFETY SWITCH / DISCONNECT COMBINATION
	MOTOR STARTER
	CONTACTOR
	CIRCUITRY HOMERUN: PANEL LA - CIR. #7
	CONDUIT OR WIRE CONCEALED IN WALL/CLG. (SOLID LINE TYPE)
	CONDUIT OR WIRE UNDERFLOOR/UNDERGND. (CENTER LINE TYPE)

MAIN DISTRIBUTION GEAR	
	CIRCUIT BREAKER IN A PANEL BOARD
	PAD MOUNTED UTILITY TRANSFORMER
	FUSED DISCONNECT 100A = AMP RATING 2P = NUMBER OF POLES
	2 POLE FUSED DISCONNECT
	ELECTRICAL METER SHOWN ON ONE-LINE DIAGRAMS
	ELECTRICAL POWER PANEL WITH MAIN LUG OR MAIN BREAKER PPI= PANEL NAME 225A MLO = MAIN LUG OR BREAKER SIZE 120/208V = PANEL VOLTAGE 3PH, 4 WIRE = PANEL PHASE, DISTRIBUTION TYPE
	PP1 225A MCB 120/208V 3PH, 4W
	PP1 225A MCB 120/208V 3PH, 4W

ELECTRICAL DEVICE LEGEND	
	CEILING JUNCTION BOX - SURFACE/FLUSH
	WALL JUNCTION BOX - SURFACE/FLUSH
	DUPLEX RECEPTACLE
	FLOOR MOUNTED RECEPTACLE
	SPLIT WIRED DUPLEX RECEPTACLE
	CEILING MOUNTED DUPLEX RECEPTACLE
	FLOOR MOUNTED FOURPLEX RECEPTACLE
	APPLIANCE RECEPTACLE - 3 WIRE
	DUPLEX RECEPTACLE
	FOURPLEX RECEPTACLE
	ABBREVIATIONS PERTAIN TO ALL DUPLEX AND FOURPLEX RECEPTACLES:
	ABOVE COUNTER
	ABOVE COUNTER - GROUND FAULT CIRCUIT INTERRUPTER
	ABOVE COUNTER WITH USB PORT
	ARC FAULT PROTECTED
	ARC FAULT PROTECTED WITH USB PORT
	ARC FAULT WITH GROUND FAULT CIRCUIT INTERRUPTER
	DEDICATED RECEPTACLE
	DEDICATED RECEPTACLE WITH USB PORT
	RECEPTACLE CIRCUITED TO THE EMERGENCY PANEL WITH RED COVER PLATE
	GROUND FAULT CIRCUIT INTERRUPTER
	WEATHER PROOF GROUND FAULT CIRCUIT INTERRUPTER
	PLUG LOAD
	GENERAL PURPOSE WITH MOUNTING HEIGHT.
	ELECTRIC HAND DRYER
	THERMOSTAT
	OPEN/CLOSE/STOP PUSH BUTTON
	DRAWING KEY NOTES
	ROOM DESIGNATION

LUMINAIRES:

- COORDINATE THE LOCATION OF ALL LIGHTING EQUIPMENT INCLUDING BUT NOT LIMITED TO THE LUMINAIRE, SWITCHES WITH THE ARCHITECTURAL, STRUCTURAL AND MECHANICAL DRAWINGS AND ALL OTHER TRADES AS REQUIRED. REFER TO THE ARCHITECTURAL REFLECTED CEILING PLANS FOR DIMENSIONAL LOCATION OF LIGHT FIXTURES.
- LIGHTING FIXTURES SHALL BE SUPPORTED FROM THE STRUCTURE ABOVE AND SHALL NOT BE SUPPORTED FROM THE T-BAR CEILING GRID.
- THE ELECTRICAL CONTRACTOR IS TO CONFIRM THE LIGHT FIXTURES ORDERED WILL BE COMPATIBLE WITH THE CEILING TYPES AS SHOWN ON THE ARCHITECTURAL REFLECTED CEILING PLANS. NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING THE FIXTURES.
- VERIFY LUMINAIRE MOUNTING REQUIREMENTS AND OVERALL HEIGHT OF ALL PENDANT MOUNTED FIXTURES PRIOR TO ORDERING.
- ALL LIGHT FIXTURES NEED TO BE COMPATIBLE WITH THE SWITCHES AND CONTROLS BEING PROVIDED.
- THE LIGHTING PACKAGE SHALL BE APPROVED BY BOTH THE ARCHITECT AND ENGINEER AS APPROVED EQUAL BEFORE BID. NO LIGHT FIXTURE SHALL BE ORDERED UNTIL THE LIGHT FIXTURE SUBMITTAL PACKAGE HAS BEEN APPROVED IN WRITING BY THE ARCHITECT, GENERAL CONTRACTOR AND ELECTRICAL ENGINEER.
- COORDINATE LUMINAIRE MOUNTING REQUIREMENTS PRIOR TO PLACING ORDER.

RESPONSIBLE DIVISION:

UNLESS OTHERWISE INDICATED ALL HEATING, VENTILATING, AIR CONDITIONING, PLUMBING, AND OTHER MECHANICAL EQUIPMENT, MOTORS, AND CONTROLS SHALL BE FURNISHED, SET IN PLACE AND WIRED AS FOLLOWS:

EQUIPMENT	ITEM	FURNISHED	SET	CONTROL	
				WIRED	WIRED
COMBINATION MAGNETIC MOTOR STARTERS, MAGNETIC MOTOR STARTERS, VFD'S AND CONTACTORS		23	23	26	--
FUSED AND UNFUSED DISCONNECT SWITCHES, THERMAL OVERLOAD SWITCHES AND HEATERS, MANUAL MOTOR STARTERS		26	26	26	--
MANUAL OPERATING AND MULTI-SPEED SWITCHES		23	26	26	26
CONTROLS, RELAYS, TRANSFORMERS		23	23	26	23
THERMOSTATS (LOW VOLTAGE) AND TIME SWITCHES		23	23	26	23
THERMOSTATS (LINE VOLTAGE)		23	23	26	26
TEMPERATURE CONTROL PANELS		23	23	26	23
MOTOR AND SOLENOID VALVES, DAMPER MOTORS, PE & EP SWITCHES		23	23(2)	--	23(2)
PUSH-BUTTON STATIONS AND PILOT LIGHTS		23	23(2)	--	23(2)
HEATING, COOLING, VENTILATION AND AIR CONDITIONING CONTROLS		23	23	26	23
EXHAUST FAN SWITCHES		23	26	26	23(2)

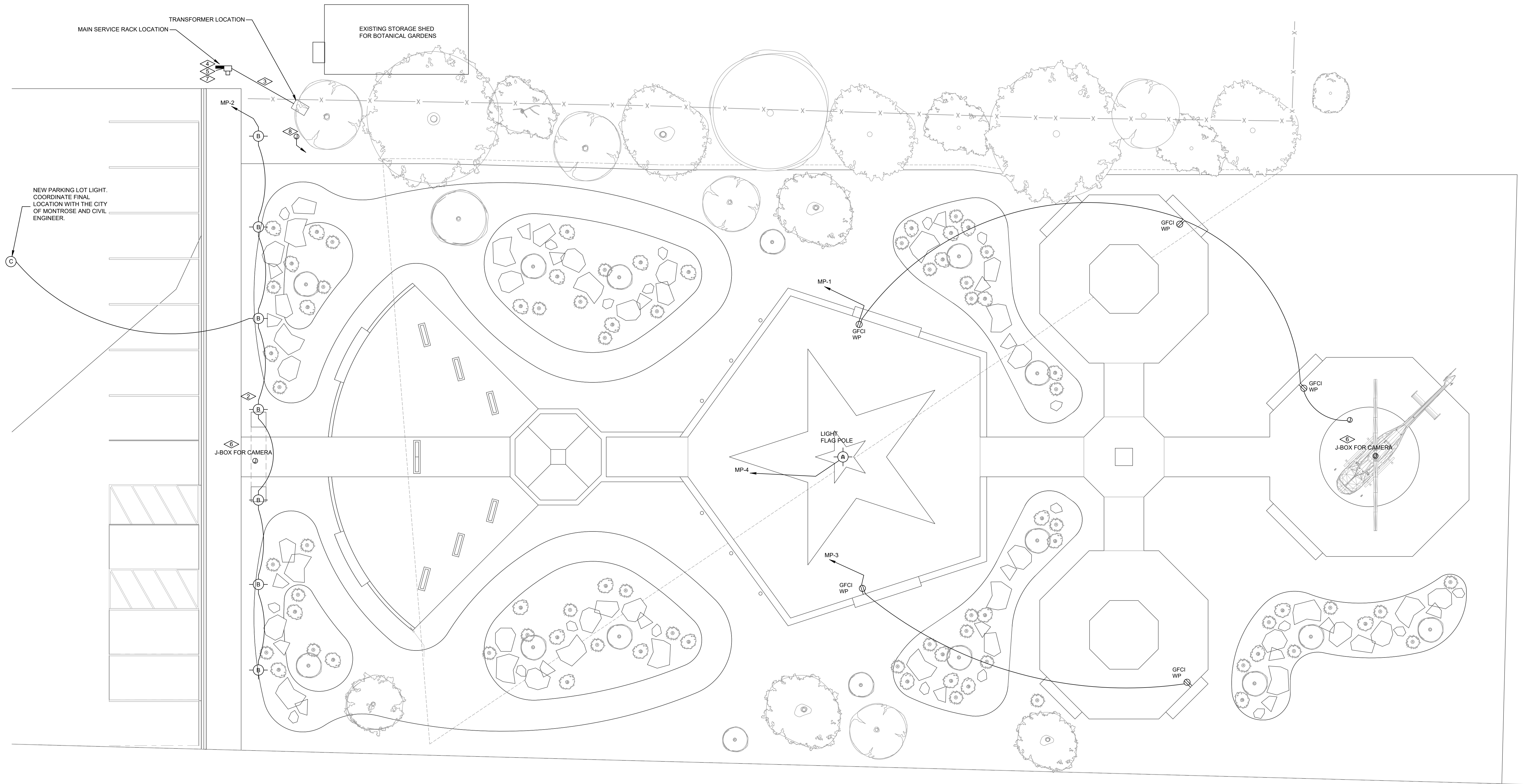
SUBSCRIPT FOOTNOTES:

- MOTOR STARTER TO INCLUDE CONTROL TRANSFORMER, HOA SWITCH, (1) NO AND (1) NC AUXILIARY CONTACT, AND "ON" AND "OFF" PILOT LIGHTS.
- IF ITEM IS FOR LINE VOLTAGE, SET IN PLACE AND CONNECT UNDER DIVISION 26. WHERE FACTORY MOUNTED ON EQUIPMENT OR ATTACHED TO PIPING OR DUCTS AND USING LINE VOLTAGE FURNISH AND SET UNDER DIVISION 23, CONNECT UNDER DIVISION 26.

ABBREVIATIONS:

44"	MOUNTING HEIGHT ABOVE FINISHED FLOOR TO CENTER OF DEVICE
A	AMPS
A.D.	ACCESS DOOR
AAV	AIR ADMITTANCE VALVE
ABV	ABOVE
AC	AIR CONDITIONING UNIT
AC	ABOVE COUNTER
AD	AREA DRAIN (SEE SYMBOLS)
A.F.C.	ABOVE FINISHED CEILING
A.F.G.	ABOVE FINISHED GRADE
AIC	AMPERE INTERRUPTING CAPACITY
AFCI	ARC FAULT CIRCUIT INTERRUPTERS
A.F.F.	ABOVE FINISHED FLOOR
AHU	AIR HANDLING UNIT
ALUM	ALUMINUM
AP	ACCESS PANEL OR DOOR
ATS	AUTOMATIC TRANSFER SWITCH
AV	AUDIO / VIDEO
AVG	AVERAGE
AWG	AMERICAN WIRE GAGE
BAS	BUILDING AUTOMATION SYSTEM
BB	BASEBOARD
BD	BACK DRAFT DAMPER
BFP	BACK FLOW PREVENTOR
BL	BOILER
BLDG	BUILDING
BLW	BELOW
BOB	BOTTOM OF BEAM
BOD	BOTTOM OF DUCT
BOP	BOTTOM OF PIPE
BSP	BASEMENT
BTU	BRITISH THERMAL UNIT
C	CHILLER
CAFCEI	COMBINATION ARC FAULT CIRCUIT INTERRUPTERS
CAP	CAPACITY
CB	CIRCUIT BREAKER
CBV	CIRCUIT BALANCING VALVE
CCT	CORRELATED COLOR TEMPERATURE
CKT	CIRCUIT
CFH	CUBIC FEET PER HOUR
CFM	CUBIC FEET PER MINUTE
CHWR	CHILLED WATER RETURN
CHWS	CHILLED WATER SUPPLY
CI	CAST IRON
CL	CENTER LINE
CLG	CEILING
CMU	CONCRETE MASONRY UNIT
CO	CLEAN OUT
COL	COLUMN
COMP	COMPRESSOR
CONC	CONCRETE
COND	CONDENSATE
CONN	CONNECTION
CONT	CONTINUATION
CONTR	CONTRACTOR
CRI	COLOR RENDERING INDEX
CT	COOLING TOWER
CT	CURRENT TRANSFORMER
CU	CONDENSING UNIT
CU	COPPER
CUH	CABINET UNIT HEATER
CVB	CONSTANT VOLUME BOX
CWR	CONDENSER WATER RETURN
CWS	CONDENSER WATER SUPPLY
DB	DRY BULB
DEPT	DEPARTMENT
DF	DRINKING FOUNTAIN
DIA	DIAMETER
DIAG	DIAGRAM
DIFF	DIFFERENTIAL
DISCH	DISCHARGE
DIV	DIVISION
DN	DOWN
DUCT	DUCT SILENCER
DWG	DRAWING
DX	DIRECT EXPANSION
(E)	EXISTING
EA	EXHAUST AIR GRILLE/REGISTER
EAT	ENTERING AIR TEMPERATURE
EC	ELECTRICAL CONTRACTOR
EC	ECCENTRIC
EFF	EFFICIENT FAN
EFF	EFFICIENCY
EL	ELEVATION
ELEC	ELECTRIC
ELEV	ELEVATOR
EM	EMERGENCY FUNCTION
ENT	ENTERING
EQ	ELECTRIC METALLIC TUBE
EQ	EQUAL
EQUIP	EQUIPMENT
EQUIV	EQUIVALENT
ESP	END SWITCH
ES	EXTERNAL STATIC PRESSURE
ET	EXPANSION TANK
EWC	ELECTRIC WATER COOLER
EWT	ENTERING WATER TEMPERATURE
EX	EXHAUST
EXPN	EXPANSION
EXT	EXTERNAL
F	DEGREES FAHRENHEIT
FA	FIRE FREE AREA
FC	FAN COIL UNIT
FC	FOOTCANDLE
FCV	FLOW CONTROL VALVE
FD	FIRE DAMPER
FD	FLOOR DRAIN
FIN	FINISHED
FLA	FULL LOAD AMPS
FLEX	FLEXIBLE
FLR	FLOOR
N	NEUTRAL
FOB	FLAT ON BOTTOM
FOF	FLAT ON TOP
FP	FIRE PROTECTION
FP	FIRE PUMP
FPM	FEET PER MINUTE
FPS	FEET PER SECOND
FWS	FIRE SWITCH
FSD	FIRE/SMOKE DAMPER
FT	FEET
FXC	FLEXIBLE CONNECTION
GND	GROUND
GA	GAUGE
GAL	GALLON
GALV	GALVANIZED
GEC	GROUND ELECTRODE CONDUCTOR
GFCI / GFI	GROUND FAULT CIRCUIT INTERRUPTER
GG	GENERAL CONTRACTOR
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GRSLB	GRAMS PER POUND
H ₂ O	WATER
HO	HOUSE BIBB
HD	HEAD (SEE SCHEDULES)
HP	HEAT PUMP
HP	HORSEPOWER
HR	HOUR
HT	HEIGHT
HTR	HEATER
HWR	HEATING WATER RETURN
HWS	HEATING WATER SUPPLY
HX	HEAT EXCHANGER
HZ	HERTZ
ID	INSIDE DIAMETER
IG	ISOLATED GROUND
IN	INCHES
INV	INVERT
JBOX	JUNCTION BOX
K	KELVIN
KW	KILOWATT
KVA	KILO VOLT - AMPS
L	LENGTH
LAT	LEAVING AIR TEMPERATURE
LV	LAVATORY
LB	POUND
LD	LINEAR DIFFUSER
LF	LINEAR FEET
LIN	LINEAR
LIQ	LIQUID
LM	LUMEN
LRA	LOCKED ROTOR AMPS
LV	LOUVER
LVG	LEAVING
LWT	LEAVING WATER TEMPERATURE
MBH	THOUSANDS OF BTU PER HOUR
MC	MECHANICAL CONTRACTOR
MCA	MINIMUM CIRCUIT AMPACITY
MCB	MAIN CIRCUIT BREAKER
MD	MOTORIZED DAMPER
MDF	MEDIUM
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MLO	MAIN LUG ONLY
MOCP	MAXIMUM OVERCURRENT PROTECTION
MTD	MOUNTED
MUA	MAKE-UP AIR UNIT
N	NEUTRAL
NC	NORMALLY CLOSED
NEG	NEGATIVE
NIC	NOT IN CONTRACT
NL	NIGHT / SECURITY LIGHT - DO NOT SWITCH
NO	NORMALLY OPEN
NOM	NOMINAL
NTS	NOT TO SCALE
OA	OUTSIDE AIR
OBD	OPPOSED BLADE DAMPER
OC	ON CENTER
OCC	OCCUPIED
OC	OVER CURRENT PROTECTION
OD	OUTSIDE DIAMETER
OL	OVERLOAD
ORD	OVERFLOW ROOF DRAIN
OZ	OUNCE
PBD	PARALLEL BLADE DAMPER
PD	PRESSURE DROP
PH	PHASE
POS	POSITIVE PRESSURE
POS	POINT OF SALES
PRV	PRESSURE REDUCING VALVE
PS	PRESSURE SWITCH
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE TRANSMITTER
PTAC	PACKAGED TERMINAL AIR CONDITIONER
PV	PLUG VALVE
PVC	POLYVINYL CHLORIDE
QTY	QUANTITY
RA	RETURN AIR GRILLE / REGISTER
RC	REFLECTED CEILING PLAN
RD	ROOF DRAIN
REL	RELIEF
REQD	REQUIRED
RF	RETURN FAN
RH	RELATIVE HUMIDITY
RHC	REHEAT COIL
RLA	RATED LOAD AMPS
RM	ROOM
rpm	REVOLUTIONS PER MINUTE
SA	SUPPLY AIR GRILLE / REGISTER
SC	SHORT CIRCUIT
SCA	SHORT CIRCUIT AVAILABLE
SCCR	SHORT CIRCUIT CURRENT RATING
SCH	SCHEDULE
SD	SMOKE DAMPER
SEF	SMOKE EXHAUST FAN
SF	SUPPLY FAN
SH	SENSIBLE HEAT
SH	SHOWER
SP	STATIC PRESSURE
SPD	SURGE PROTECTION DEVICE
SPEC	SPECIFICATION
SQ	SQUARE
SS	STAINLESS STEEL
SS	SAFETY SHOWER
STD	STANDARD
STL	STEEL
SYS	SYSTEM
TEMP	TEMPERATURE
TR	TRANSFER GRILLE / REGISTER
TR	TAMPER RESISTANT
TT	TEMPERATURE TRANSMITTER
TB	TELECOMMUNICATIONS TERMINAL BACKBOARD
TYP	TYPICAL
TX	TRANSFORMER
UC	UNDERCUT DOOR
UH	UNIT HEATER
UNO	UNLESS NOTED OTHERWISE
UNOCC	UNOCCUPIED
UR	URINAL
V	VOLTS
VA	VOLT AMPERE
VA	VALVE
VAV	VARIABLE AIR VOLUME UNIT
VFD	VARIABLE FREQUENCY DRIVE
VRF	VARIABLE REFRIGERANT FLOW
VOLT	VOLTAGE
VTR	VENT THROUGH ROOF
W	WIDTH
W	WATTS
W	WITH
W/O	WITHOUT
WB	WET BULB
WC	WATER COLUMN
WC	WATER CLOSE
WG	WATER GATE
WP	WEATHERPROOF
WPIU	WEATHERPROOF IN-USE
WSR	WITHSTAND DATING
XFMR	TRANSFORMER

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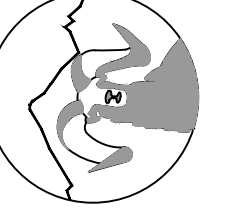
KEYNOTES:

1. COORDINATE FINAL LOCATION OF CAMERAS WITH INSTALLER PRIOR TO INSTALLATION.
2. COORDINATE FINAL LOCATION OF BOLLARDS TO SPLIT OFFSET FROM ENTRANCE EVENLY.
3. SERVICE LINE FROM TRANSFORMER TO METER PROVIDED BY CITY OF MONTROSE AND INSTALLED BY DMEA.
4. METER, CT CABINET, ELECTRICAL PANEL, DISCONNECT (IF NEEDED) TO BE PROVIDED BY GC.
5. EXTERIOR RATED ENCLOSURE FOR FIBER RACK, GC TO PROVIDE ENCLOSURE (ALTELIX NF162012A1C-RV2U OR APPROVED EQUIVALENT) AND CABLING TO CAMERAS. CITY OF MONTROSE TO PROVIDE FIBER TO THE BOX LOCATION ONLY.
6. GC PROVIDING CAMERAS, CABLING, CONNECTION, AND SET UP OF CAMERAS. OWNER PREFERRED CAMERA IS AXIS P3727-PL-E.
7. ALL CONDUIT RUNS TO BE COORDINATED TO AVOID GOING UNDER LANDSCAPE AREAS AND A MINIMUM AMOUNT OF CONCRETE. KEEP CONDUIT TO OPEN AREAS AWAY FROM TREES. CONTRACTOR TO FACTOR ADDITIONAL CONDUIT LENGTHS FOR CONDUITS TO ACCOUNT FOR ROUTING PATHWAY.
8. LOCATION OF BACKFLOW PREVENTER, IRRIGATION CONTROLLER, AND WATER LINE VALVING. FIELD COORDINATE FINAL LOCATION.

ELECTRICAL - SITE PLAN
SCALE: 1" = 10'

DO NOT REPRODUCE THESE DRAWINGS AND SPECIFICATIONS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE DESIGNER. THE DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF THE SERVICE AND SHALL REMAIN THE PROPERTY OF THE DESIGNER. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANYONE ON ANY OTHER PROJECTS FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY THE EXPRESSED WRITTEN PERMISSION OF THE DESIGNER.

Bighorn Consulting Engineers, Inc.
Mechanical & Electrical Engineers
386 Indian Road
Grand Junction, CO 81501
Phone: (970) 241-8709



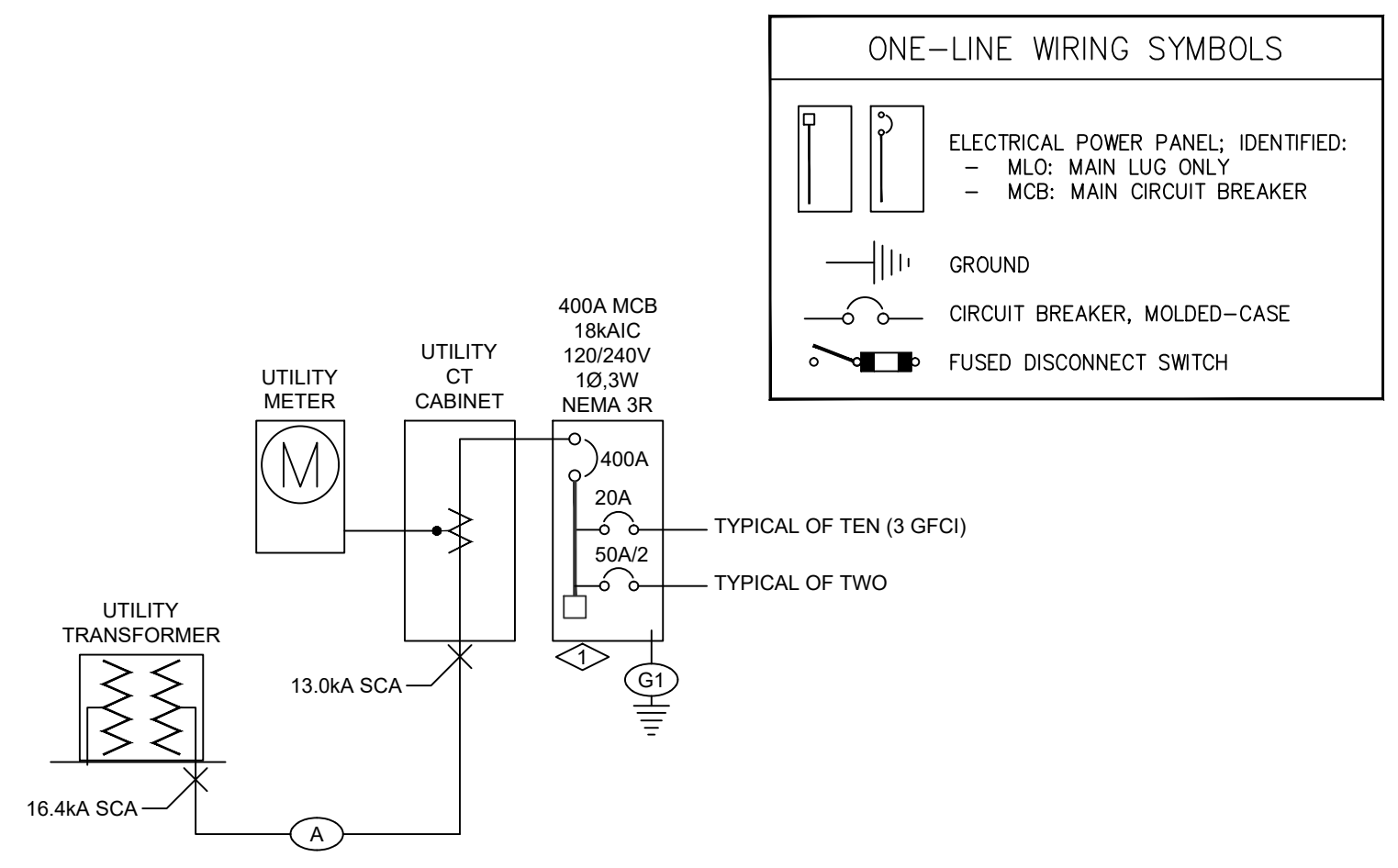
MONTROSE VETERANS MEMORIAL
ELECTRICAL - SITE PLAN
1800 PAVILION DR
MONTROSE, COLORADO

DATE:	ISSUED FOR:
04/02/2025	CONSTRUCTION DOCUMENTS
07/18/2025	UPDATE

DATE:	01/16/2024
JOB NO:	25-029
DRAWN BY:	GC/RB/AD/WT
CHECKED BY:	DB
SCALE:	AS SHOWN
SHEET NUMBER:	

ES2-1

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ONE-LINE DIAGRAM

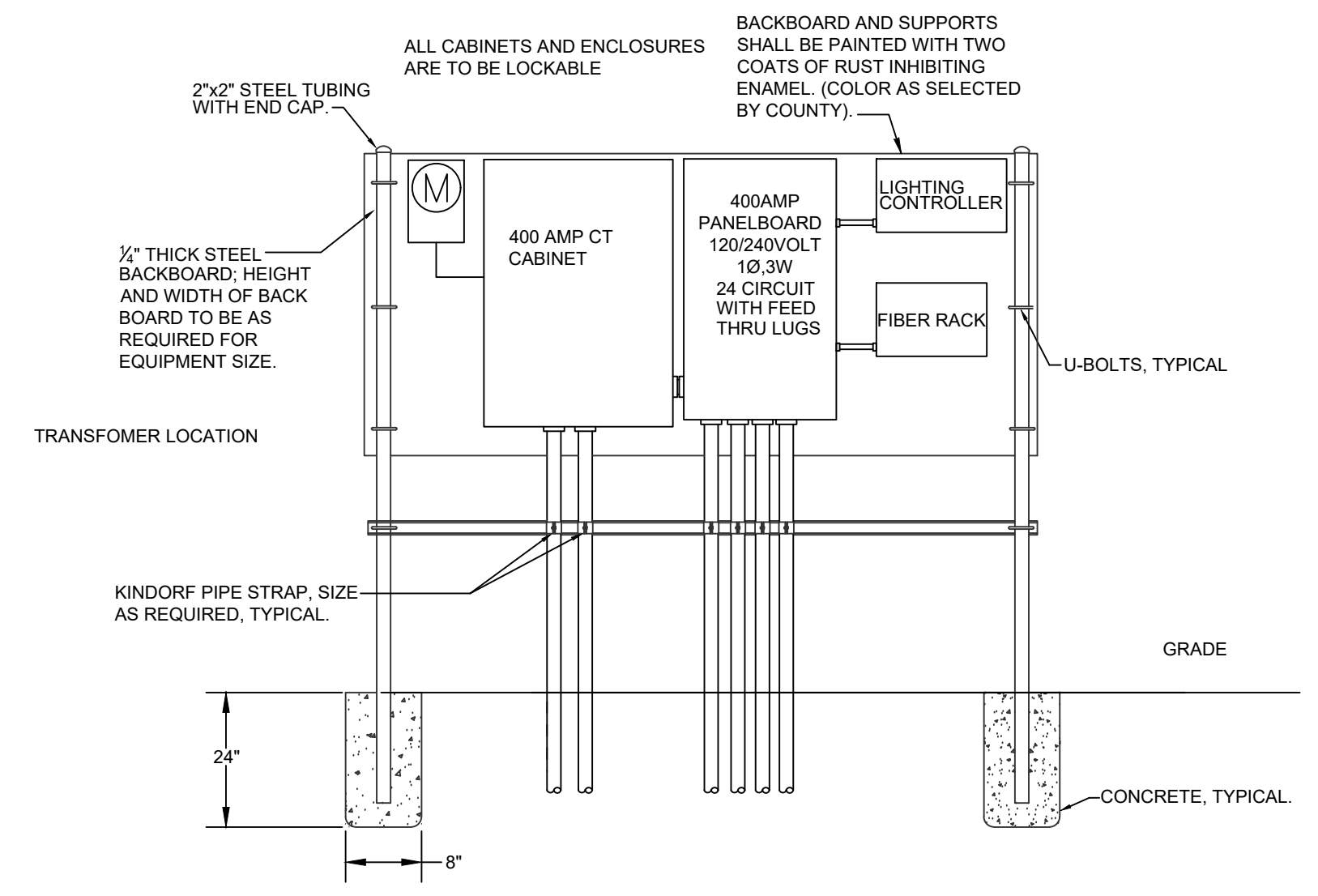
- NOT TO SCALE
- NOTES:
1. PROVIDE GROUNDING AND BONDING TO MEET THE 2023 NEC ARTICLE 250 REQUIREMENTS.
 2. FAULT CURRENT CALCULATIONS BASED UPON AN ANTICIPATED 75KVA TRANSFORMER AT AN ESTIMATED DISTANCE OF 15FT FROM THE TRANSFORMER TO THE SERVICE DISTRIBUTION PANEL.
 3. PROVIDE LABELING TO MEET THE REQUIREMENTS OF NEC 110.21 AND 230.85.
 4. PROVIDE SURGE PROTECTIVE DEVICES THAT COMPLY WITH NEC 225.42 AND 230.67.

WIRE SCHEDULE:

- (A) 2" 2 1/2" C - (#250KCMIL(AL,XHHW))
- (B) 2" C - (#3/0AWG(CU,THHN) + #16AWG(CU/G))
- (G) #2AWG CU TO METAL WATER PIPES AND STRUCTURAL STEEL
#4AWG CU TO 2" UNCOATED CONCRETE ENCASED ELECTRODE

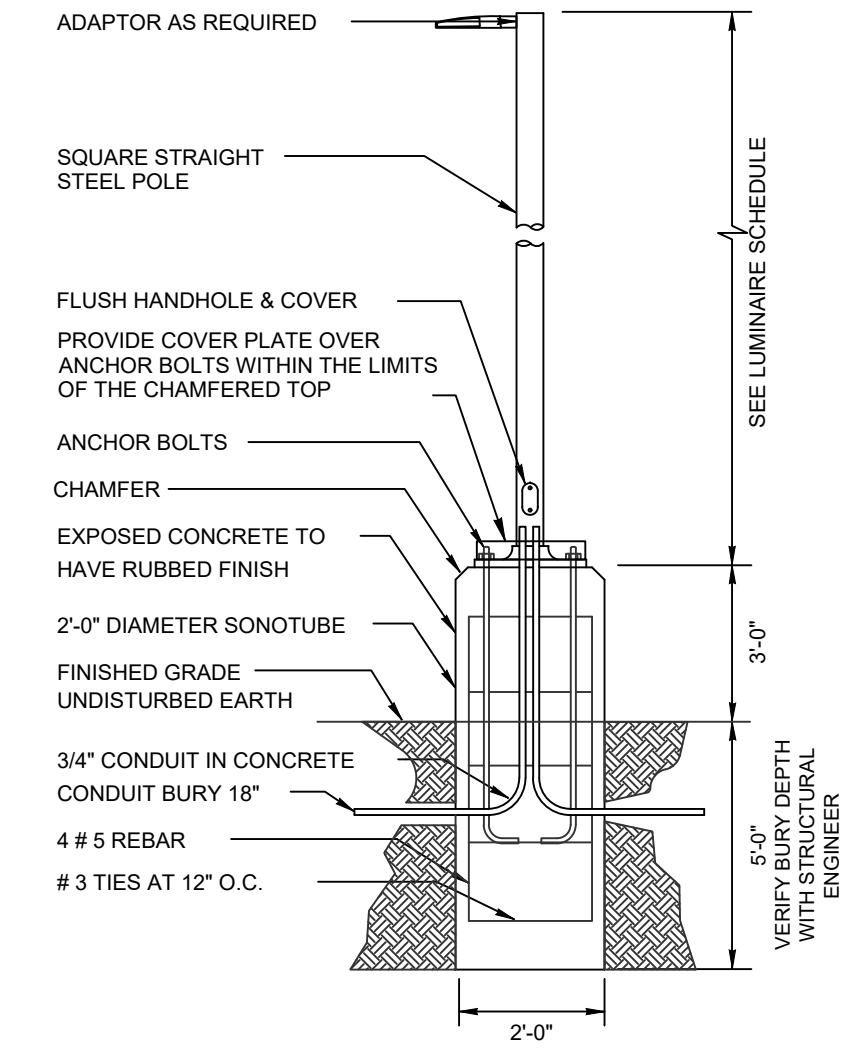
FAULT CURRENT CALCULATIONS:
 $F = L \times I^2$
 $N \times C \times E$
 L- LENGTH OF CABLE IN FEET
 I- AVAILABLE FAULT CURRENT
 N - NUMBER OF CONDUCTORS PER PHASE
 C - CONDUCTANCE CONSTANT
 E - 250KCMIL ALUMINUM: 12.862
 E - VOLTAGE LINE TO LINE
 F - INTERMEDIARY VALUE FOR COMPUTATION
 $M = 1 / (1 + F)$
 M - MULTIPLIER TO ACHIEVE AVAILABLE FAULT
 $I(SC) = I(SC) \times M$

RUN #1- TRANSFORMER TO SERVICE
 $F = L \times I^2 = 15FT \times 16,400A \times 2 = 0.079$
 $N \times C \times E = 2 \times 12.862 \times 240V$
 $M = 1 = 1 = 0.926$
 $I \times F = 1 \times 0.079$
 $I(SC) = I \times M = 16,400A \times 0.926 = 15,186A$



MAIN SERVICE RACK MOUNTED AT GRADE DETAIL

NOT TO SCALE



LIGHT POLE BASE DETAIL

SCALE: NOT TO SCALE

- NOTES:
1. VERIFY THE BURY DEPTH AND DIAMETER OF THE SONOTUBE WITH THE STRUCTURAL/CIVIL ENGINEER PRIOR TO PURCHASING THE EQUIPMENT. DEPTH WILL DEPEND ON SOIL CONDITIONS. TYPICAL CONCRETE DEPTH IS 5 FT.
 2. THE ELECTRICAL CONTRACTOR IS TO INSTALL VIBRATION DAMPERS IN ALL POLES. OBTAIN DAMPERS FROM POLE MANUFACTURER FOR EACH ALUMINUM POLE.
 3. ALL OUTSIDE LIGHT SOURCES SHALL COMPLY WITH THE LOCAL ZONING AND DEVELOPMENT CODES.
 4. NOTIFY ENGINEER OF ANY OBSTRUCTIONS TO POLE PLACEMENT IMMEDIATELY BEFORE PROCEEDING.

LUMINAIRE SCHEDULE

TYPE	MANUFACTURER CATALOG NO.	MANUFACTURER CATALOG NO.	VOLTAGE MOUNTING	DRIVER LAMP SPECIFICATION	DESCRIPTION
A	AMERICAN BEACON ABW2#HP-2"	APPROVED EQUIVALENT	120V FLAG POLE	WITH FIXTURE (2) 2W MR16 LED	FLAG POLE MOUNTED LIGHT. VERIFY POLE HEIGHT AND FINISH PRIOR TO ORDER. PROVIDE WITH PHOTOCELL FOR DUSK TO DAWN OPERATION.
B	LITHONIA LIGHTING KBR8 LED 12C 530 40K ASY MVOLT PE DDBXD	APPROVED EQUIVALENT	120-277V GROUND MOUNT	WITH FIXTURE 22W LEDS	8" ROUND 40"H LED BOLLARD. FULL CUTOFF ASY DISTRIBUTION. PHOTOCELL CONTROLLED, DARK BRONZE FINISH.
C	RAB LIGHTING IVAT5S-130LPA730ZU PS4-11-15D2, BC5, PSS-07-25D2	APPROVED EQUIVALENT	120-277V POLE MOUNT	WITH FIXTURE 115.4W DRIVER 117W LEDS	VERIFY POLE HEIGHT (15'-PS4-11-15D2, 25'-PSS-07-25-D2) AND FINISH PRIOR TO ORDER. PROVIDE WITH PHOTOCELL AND BC5 BASE COVER.

CAMERA EQUIPMENT

AXIS P3727-PL6 PANORAMIC CAMERA WITH IR FOR 360 COVERAGE

PANEL SCHEDULE - MP		TYPE: 120/240V ENCL: NEMA3R	PANELBOARD: 400 MAIN BKR: SURFACE	BUS SIZE: 400	PHASES: 3	NEUTRAL BUS: YES
LOAD TYPE	LOAD DESCRIPTION	AMPS	CKT#	POLES	WIRES	GROUND BUS: YES
RECEPTACLE	BENCH OUTLETS	20A	1	A	2	
RECEPTACLE	BENCH OUTLETS	20A	3	B	4	
PROCESS	FUTURE EV	50A	5	A	6	
PROCESS		4150	7	B	8	
MISCELLANEOUS	IRRIGATION/BACKFLOW GROUND FAULT BREAKER 5 MA	20A	9	A	10	
RECEPTACLE	FIBER RACK POWER GROUND FAULT BREAKER 5 MA	20A	11	B	12	
SPACE		0	13	A	14	
SPACE		0	15	B	16	
SPACE		0	17	A	18	
SPACE		0	19	B	20	
SPACE		0	21	A	22	
SPACE		0	23	B	24	

LOADS BY TYPE:		LOADS BY PHASE:	
LOAD TYPE	CONNECTED LOAD (VA)	PHASE	CONNECTED LOAD (VA)
LIGHTING	600.00	A	12820.00
KITCHEN	0.00	B	12160.00
PROCESS	16600.00	C	101.33
RECEPTACLES	2280.00	TOTAL AVERAGE	24980.00
MECH HEATING	0.00		104.08
MECH COOLING	0.00		
MECH HEAR ROUND	0.00		
APPLIANCE	0.00		
MISCELLANEOUS	1500.00		
MOTOR	0.00		
SPARE	4000.00		
LARGEST MOTOR	ABOVE		
TOTAL	24980.00		25130.00

NOTES:
 1. THE LARGEST CONNECTED MOTOR LOAD IS INCLUDED IN MECHANICAL, PROCESS, OR MOTOR LOADS.

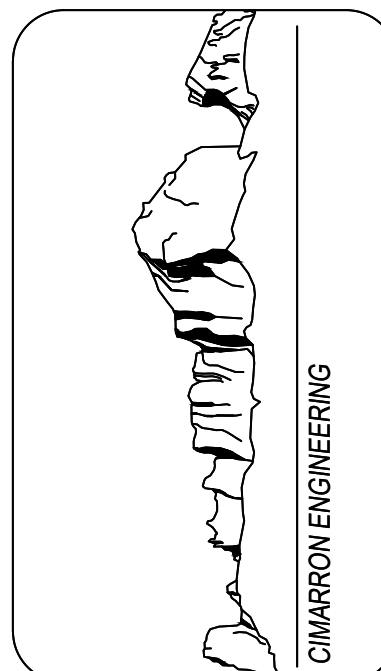
Bighorn Consulting Engineers, Inc.
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MONTROSE VETERANS MEMORIAL
 ELECTRICAL - DETAILS
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 DRAWN BY: GC/RB/AD/WT
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 SCALE:
 SHEET NUMBER:
E3-1

REVIEW ONLY - NOT FOR CONSTRUCTION



CIMARRON ENGINEERING
 JONATHAN BATSON, P.E. 970-318-6026
 PO BOX 1421
 RIDGWAY CO, 81432

JOB #25038
 25038 MONTROSE VETERANS MEMORIAL
 38.463994, -107.852839,
 MONTROSE CITY, COLORADO

7/21/2025
 REVIEW

SO

GENERAL NOTES

- ENGINEER SHALL REPRESENT CIMARRON ENGINEERING WHENEVER REFERENCED WITHIN THE STRUCTURAL PLANS.
- OTHER OR OTHERS SHALL REPRESENT ANY ENTITY EXCEPT FOR CIMARRON ENGINEERING.
- IF THERE IS ANY PORTION OF THE PLANS WHERE THE DESIGN IS NOT SPECIFICALLY NOTED THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR GUIDANCE.
- THE SCOPE OF THE ENGINEER'S SEAL IS ONLY APPLICABLE TO THE STRUCTURAL PORTIONS OF THIS PARTICULAR SET OF DRAWINGS AND SHALL NOT BE COPIED/USED FOR ANY OTHER STRUCTURE.
- THE ENGINEER'S STRUCTURAL PLANS ARE BASED ON THE ARCHITECTURAL PLANS FOR THE STRUCTURE AS PROVIDED BY OTHERS. THESE ARCHITECTURAL PLANS SHALL ACCOMPANY THE STRUCTURAL PLANS DURING CONSTRUCTION.
- ASPECTS OF THE PLAN COVERING OTHER DISCIPLINES OF THE DESIGN, OR CONSTRUCTION METHODS ARE NOT COVERED UNDER THE SEAL OF THE ENGINEER AND SHALL BE THE RESPONSIBILITY OF OTHERS.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE CONSTRUCTION IS IN ACCORDANCE WITH THE LATEST VERSION OF THE IRC OR IBC AS WELL AS CITY, COUNTY, LOCAL, AND STATE ORDINANCES.
- IF A DISCREPANCY EXIST BETWEEN THE NOTES, DETAILS AND SPECIFICATIONS, THE MOST RIGID REQUIREMENTS SHALL GOVERN THE CONSTRUCTION.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER WITH ANY DISCREPANCIES.
- THE STRUCTURAL PLANS ARE DESIGNED BASED ON THE COMPLETED STRUCTURE AND SHOULD BE BRACED APPROPRIATELY THROUGHOUT CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROPERLY BRACE THE STRUCTURE DURING THE CONSTRUCTION PROCESS.
- THE STRUCTURAL PLANS ARE BASED ON THE DESIGN CRITERIA MENTIONED WITHIN THESE PLANS. THE ENGINEER IS NOT RESPONSIBLE FOR LOADING CONDITIONS OUTSIDE THE DESIGN CRITERIA CREATING DAMAGE TO THE STRUCTURE.
- THE ENGINEER IS NOT RESPONSIBLE FOR DAMAGE TO THE STRUCTURE CAUSED BY NATURAL DISASTERS CREATING LOADING CONDITIONS THAT EXCEED THE DESIGN CRITERIA OUTLINED WITHIN THESE PLANS.
- THE CONTRACTOR SHALL MAKE NO DEVIATION FROM THESE PLANS WITHOUT CONSULTATION AND WRITTEN APPROVAL BY THE ENGINEER.

DESIGN CRITERIA OF THE STRUCTURE

- APPLICABLE CODES = 2018 IRC, 2018 IBC, ASCE 07-16, ASSOCIATED STATE / COUNTY REGULATIONS AND ADDITIONAL CODES MENTIONED WITHIN THE STRUCTURAL NOTES.
- ASSUMED SITE ELEVATION = 5890 FT
- FROST PROTECTION REQUIRED = 26 IN
- RISK CATEGORY = II
- SEISMIC DESIGN:
 - SITE CLASS = D
 - S_{gs} = 0.337 G
 - CATEGORY = C
- SNOW DESIGN:
 - GROUND SNOW LOAD = 25PSF
 - ROOF SNOW LOAD (HEATED AREAS) = 20 PSF
 - ROOF SNOW LOAD (UN-HEATED AREAS) = 21 PSF
- WIND DESIGN:
 - WIND SPEED = 115 MPH
 - EXPOSURE = C

REINFORCING STEEL

- REINFORCING STEEL BARS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A615 GRADE 60 EXCEPT TIES, STIRRUPS AND REINFORCING BARS IN NON-STRUCTURAL CONCRETE SUCH AS SLABS ON GRADE, WHICH MAY BE GRADE 40, UNLESS NOTED OTHERWISE.
- ALL BARS SHALL BE FREE OF DIRT, RUST, GREASE, OIL OR ANYTHING THAT WOULD INHIBIT ITS BOND W/ THE CONCRETE.
- BARS SHALL BE CONTINUOUS AROUND CORNERS AND ALL SPLICES SHALL BE LAPPED 24" OR 48 BAR DIAMETERS WHICHEVER IS GREATER.
- ALL BENDS SHALL BE MADE COLD.
- UNLESS OTHERWISE NOTED IN THE STRUCTURAL PLANS, ALL CAST-IN-PLACE CONCRETE SHALL HAVE MINIMUM COVER IN CONFORMANCE WITH AC308-19 SECTION 20.5.1.3 AS FOLLOWS:
 - CAST AGAINST AND PERMANENTLY IN CONTACT W/ GROUND: 3"
 - EXPOSED TO WEATHER OR IN CONTACT W/ GROUND: 2"
 - NOT EXPOSED TO WEATHER OR IN CONTACT W/ GROUND: 1 1/2"
- ALL REINFORCEMENT SHALL BE HELD SECURELY IN PLACE WHILE CONCRETE IS BEING POURED.

MASONRY

- CLAY BRICK SHOULD HAVE A MINIMUM AVERAGE COMPRESSIVE STRENGTH OF 4500 PSI.
- MORTAR USED SHOULD BE TYPE S AND CONFORM TO ASTM C270.
- CORRUGATED BRICK TIES SHOULD BE AT A MINIMUM 22 GAUGE W/ MAXIMUM VERT. AND HORIZ SPACING OF 16". IF OTHER TYPES OF TIES ARE USED THE ENGINEER SHOULD BE CONTACTED FOR ADDITIONAL REQUIREMENTS.
- STEEL ANGLE LINTELS SHOULD HAVE A MINIMUM OF 3" BEARING ON EA. SIDE.
- GROUT SHALL CONFORM TO ASTM 476, 28 DAY STRENGTH AND HAVE A STRENGTH OF 2,500 PSI.
- GROUT ALL CELLS BELOW GRADE, BOND BEAMS AND REINFORCED CELLS.
- GROUT LIFTS SHALL NOT EXCEED 6'-0" IN MASONRY WALLS, PIERS, ETC.
- CLEAN CELLS AND ROD GROUT INTO PLACE. PROVIDE CLEANOUTS AT BASE OF WALL.
- ALL MASONRY WALLS SHALL BE HORIZONTALLY REINFORCED W/ STANDARD DUR-O-WALL @ 16" O.C.
- ALL MASONRY WALLS SHALL HAVE VERTICAL REINFORCEMENT OF #5 @ 48" O.C. UNLESS OTHERWISE NOTED.
- #5 REBAR SHOULD BE PLACED AT SIDES OF ALL OPENING, CORNERS, CONTROL JOINTS AND WALL ENDS.
- TYP. BOND BEAM REIN.: (2) #5 REBAR AND FULLY GROUTED.
- BOND BEAMS SHALL BE INSTALLED WITHIN THE WALL @ A MAXIMUM OF 6' O.C. @ ALL SILL PLATE CONNECTIONS AND ALL LEDGER CONNECTIONS.
- REINFORCEMENT FABRICATED AND INSTALLED PER ACI-315.
- CONCRETE MASONRY UNITS (CMU) SHALL CONFORM TO ASTM C90-11

CONCRETE

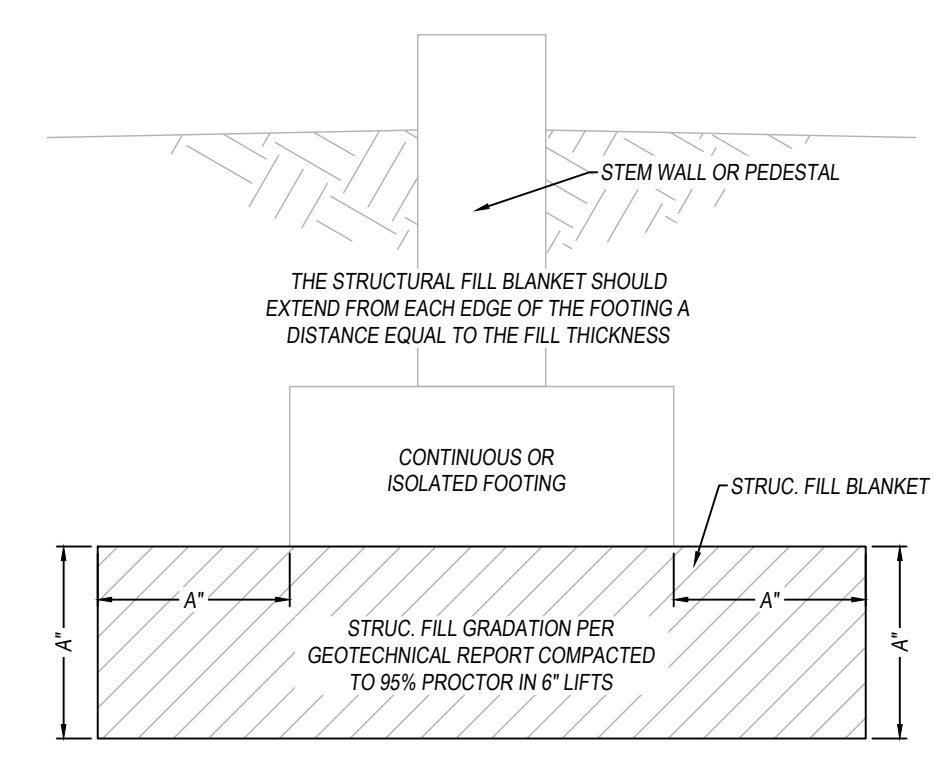
- ALL CONCRETE PRACTICES SHALL CONFORM WITH THE LATEST VERSION OF ACI-318 WITH THE DETAILS CONFORMING TO THE LATEST VERSION OF ACI-315. ALL ACI REQUIREMENTS FOR HOT AND COLD WEATHERING CONCRETING SHALL BE ADHERED TO.
- ALL CONCRETE SHALL DEVELOP 4000 PSI COMPRESSIVE STRENGTH 28 DAYS FROM POUR.
- ALL CONCRETE SHALL USE TYPE II PORTLAND CEMENT. FLY ASH MAY BE USED AS A SUBSTITUTE W/ ENGINEER APPROVAL.
- FOUNDATION SILLS SHALL BE AT LEAST 6" ABOVE GRADE AND SHALL BE PRESSURE TREATED WOOD.
- PIPES MUST BE IN SLEEVES WHEN PASSING THROUGH CONCRETE.
- ALL FOOTING SILLS SHALL FULLY REST ON THE FOOTING WALL OR SLAB AND SHALL BE ATTACHED W/ 1/2" ANCHOR BOLTS EMBEDDED AT A MINIMUM OF 7" INTO THE FOUNDATION CONCRETE AND SECURED W/ A NUT AND WASHER. SILLS SHALL BE ANCHORED NOT MORE THAN 48" O.C. AND NOT MORE THAN 12" FROM A BREAK IN SILLS.
- ANCHOR BOLTS MUST BE LOCATED IN MIDDLE THIRD OF THE WIDTH OF THE SILL PLATE.
- ALL WOOD IN CONTACT WITH CONCRETE SHALL BE PRESSURE TREATED.
- INTERIOR NON BEARING WALLS MAY BE SECURED WITH WITH 3/8" DIA. FASTENERS AND WASHER ATTACHED NOT MORE THAN 3' O.C.
- ALL SLABS SHALL BE SAWCUT NOT MORE THAN 10' INTERVALS EACH WAY.
- ALL CONCRETE FOOTINGS AND WALL POURS SHALL BE MECHANICALLY VIBRATED.
- ALL EXPOSED CONCRETE SHALL HAVE AN AIR ENTRAINING AGENT.
- ALL DIMENSIONS SHALL BE FIELD VERIFIED FOR LOCATIONS OF ALL OPENINGS, PIPE SLEEVES, ETC., AS REQUIRED BY OTHER TRADES BEFORE CONCRETE IS PLACED.
- ALL TIE-DOWNS SHALL BE HELD SECURELY IN PLACE BEFORE POURING CONCRETE.
- A MINIMUM OF TWO #4 REBAR SHALL BE PLACED VERTICALLY (TOP TO BOTTOM) AT A MAXIMUM DISTANCE OF 12 INCHES FROM THE END, OR AT A BREAK, IN THE CONCRETE WALL.
- ALL EPOXY USED TO CONNECT STEEL ANCHORS OR REBAR TO CONCRETE SHALL BE SIMPSON SET-3G OR APPROVED EQUIVALENT. THE HOLE PROVIDED TO SECURE THE ANCHOR OR REBAR SHALL BE 1/4" LARGER THAN THE ANCHOR OR REBAR DIAMETER.

FOUNDATION NOTES

- THE ENGINEER SHALL BE NOTIFIED A MIN. OF 72 HOURS IN ADVANCE FOR INSPECTION OF THE FOUNDATION WHEN ALL FORM WORK IS IN PLACE W/ REBAR TIED AND READY TO POUR.
- THE FOUNDATION SHALL BEAR ON NATIVE UNDISTURBED SOIL, BEDROCK, OR STRUCTURAL FILL PER THE PLANS.
- THE BOTTOM OF THE FOUNDATION EXCAVATIONS SHOULD BE THOROUGHLY CLEANED AND OBSERVED WHEN EXCAVATED AND ANY LOOSE OR DISTURBED MATERIAL EXPOSED IN THE FOUNDATION EXCAVATION SHOULD BE REMOVED OR COMPACTED PRIOR TO PLACING FOUNDATION CONCRETE.
- IMPORTED STRUCTURAL FILL SHOULD CONSIST OF A GRANULAR, NON-EXPANSIVE, NON-FREE DRAINING MATERIAL WITH GREATER THAN 10% PASSING THE #200 SIEVE AND LIQUID LIMIT OF LESS THAN 30.
- UNLESS OTHERWISE NOTED IN THE PLANS STRUCTURAL FILL MATERIAL SHALL BE PLACED IN UNIFORM 6" THICK LOOSE LIFTS AND MECHANICALLY COMPACTED TO 95% OF THE MATERIALS MOISTURE CONTENT-DRY DENSITY (PROCTOR), IN ACCORDANCE WITH ASTM D1557. TESTING DOCUMENTATION OF THE 95% COMPACTION SHALL BE PROVIDED TO THE ENGINEER. STRUCTURAL FILL IS GENERALLY A NON-FREE DRAINING MATERIAL WITH GREATER THAN 10% PASSING THE #200 SIEVE AND LIQUID LIMIT LESS THAN 30. ALL STRUCTURAL FILL SHALL BE APPROVED BY A GEOTECHNICAL ENGINEER PRIOR TO INSTALLATION.
- ALL GRADING SHALL SLOPE AT AN 10% MIN. AWAY FROM THE FOUNDATION FOR THE FIRST 10' AROUND THE PERIMETER OF THE STRUCTURE. AT NO POINT SHALL WATER BE ALLOWED TO POOL NEAR THE FOUNDATION.
- NO BACKFILLING SHOULD BE DONE AGAINST FOUNDATION AND RETAINING WALLS UNTIL CONCRETE HAS ATTAINED AT LEAST 75% OF ITS DESIGN STRENGTH AND THE FLOOR SHEATHING HAS BEEN INSTALLED. PROVIDE BRACING FOR WALLS SUSTAINING MORE THAN 3 FT OF EARTH PRESSURE. THIS BRACING SHALL REMAIN IN PLACE UNTIL ALL SLABS AND BEAMS FRAMING INTO WALL HAVE BEEN PLACED AND SET.
- IN NO CASE SHALL BULLDOZERS OR OTHER HEAVY EQUIPMENT BE PERMITTED CLOSER THAN 5 FEET FROM ANY FOUNDATION WALL. IF IT IS NECESSARY TO OPERATE SUCH EQUIPMENT CLOSER THAN 8 FEET TO THE WALL, THE CONTRACTOR SHALL BE THE SOLE RESPONSIBLE PARTY AND AT THEIR OWN EXPENSE SHALL PROVIDE ADEQUATE SUPPORTS OR BRACE THE WALL TO WITHSTAND THE ADDITIONAL LOADS SUPERIMPOSED FROM SUCH EQUIPMENT.
- IRRIGATION PIPING SHALL NOT BE INSTALLED WITHIN 15 FEET OF THE FOUNDATION. POSSIBLE LEAKAGE OF IRRIGATION PIPING WILL CAUSE SOIL SUPPORTING THE FOUNDATION TO BECOME THOROUGHLY SATURATED CREATING THE POTENTIAL FOR EXTENSIVE STRUCTURAL DAMAGE FROM SETTLEMENT/HEAVING. THE HOMEOWNER TAKES FULL RESPONSIBILITY FOR CREATING PROPER OFFSETS WITH THE IRRIGATION PIPING AND THE FOUNDATION.
- UNLESS OTHERWISE NOTED ALL EXTERIOR FOOTINGS SHALL HAVE A SUBSURFACE DRAIN SYSTEM THAT PROMOTES WATER TO FLOW AWAY FROM THE FOUNDATION ADHERING TO THE FOLLOWING DETAILS:
 - DRAIN PIPE SHALL BE PERFORATED 4 INCH RIGID PVC PIPE SLOPED TO DAYLIGHT AT A MINIMUM OF 1% WITH THE PERFORATIONS ORIENTED DOWNWARD CREATING A TROUGH TO DIRECT THE WATER AWAY FROM THE STRUCTURE.
 - 1 1/2" WASHED GRAVEL SHALL SURROUND THE PIPE WITH A MINIMUM OF 4 INCHES AROUND THE PIPE ON ALL SIDES.
 - FILTER FABRIC, MIRAFI 140N OR EQUIVALENT, SHALL BE USED TO PROTECT THE GRAVEL AND DRAIN PIPE BY COMPLETELY WRAPPING THE GRAVEL, WITH DRAIN PIPE, IN A BURRITO FASHION ENSURING FINES/DIRT DO NOT CLOG THE PORES OF THE GRAVEL.
 - 10 MIL PLASTIC SHOULD BE ADHERED TO THE STEM WALL AND THE TOP SHALL BE SUFFICIENTLY WATERPROOFED TO ENSURE WATER IS NOT ABLE TO PENETRATE BEHIND THE PLASTIC. THE 10 MIL PLASTIC SHOULD LAY BENEATH THE BURRITO WRAPPED PERFORATED PIPE AND EXTEND TO THE EDGE OF THE EXCAVATION AND BACKFILL AREA AND UP THE BACKFILL SLOPE A MINIMUM OF TWO FEET.
- GRADING AND DRAINAGE ARE CRITICAL TO THE LONG-TERM PERFORMANCE OF THE STRUCTURE. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THE FINAL GRADING IS DESIGNED TO CARRY WATER RUNOFF AWAY FROM THE STRUCTURE. THE ENGINEER IS NOT LIABLE FOR DAMAGES THAT OCCUR DUE TO WATER RUNOFF.
- FOUNDATION WALLS THAT RETAIN EARTH AND ENCLOSE INTERIOR SPACES AND FLOORS BELOW GRADE SHALL BE WATERPROOFED FROM THE TOP OF THE FOOTING TO FINISHED GRADE PER THE IRC 2018 SECTIONS R406.1 / R406.2. ICF WALLS SHALL NOT BE DAMP PROOFED / WATERPROOFED WITH ORGANIC SOLVENT BASED PRODUCTS SUCH AS HYDROCARBONS, CHLORINATED HYDROCARBONS, AND KETONES AND ESTERS. USE OF PLASTIC ROOFING CEMENTS, ACRYLIC COATINGS, LATEX COATINGS, MORTARS AND PARGINGS TO SEAL ICF WALLS IS PERMITTED.
- IF THE DESIGN SPECIFIES A FROST FREE FOUNDATION THE FOLLOWING APPLIES:
 - THE OWNER OF THE STRUCTURE IS RESPONSIBLE FOR KEEPING THE MONTHLY MEAN TEMPERATURE OF THE STRUCTURE ABOVE 64°F PER THE 2018 IRC SECTION R403.3.
 - INSULATION TYPE SHALL BE FOR EXTERNAL USE EXTRUDED POLYSTYRENE W/ A MIN. R-VALUE OF R-10 FOR THE VERTICAL AND HORIZONTAL PORTIONS.
 - IF INSULATION IS SHOWN ON THE DRAWINGS BENEATH THE SLAB IT IS AT THE DISCRETION OF THE CONTRACTOR AND THE FOLLOWING IS RECOMMENDED:
 - THE INSULATION SHALL BE EITHER POLYISO OR XPS WITH A MINIMUM COMPRESSIVE STRENGTH OF 25 PSI
 - THE INSULATION SHOULD MEET A MINIMUM R-VALUE OF R10

STRUCTURAL STEEL

- ALL STEEL SHALL BE DESIGNED AND FABRICATED IN ACCORDANCE WITH THE LATEST AISC SPECIFICATION.
- ALL STEEL COMPONENTS SHALL COMPLY WITH THE FOLLOWING UNLESS OTHERWISE NOTED IN THE DETAILED PLANS:
 - W SECTIONS - ASTM A992 (Fy = 50 KSI)
 - RECTANGULAR HSS - ASTM A500, GRADE B (Fy = 46 KSI)
 - ROUND HSS - ASTM 500, GRADE B (Fy = 42 KSI)
 - ALL OTHER STRUCTURAL SHAPES AND PLATES - ASTM A36 (Fy = 36 KSI)
 - BOLTS - ASTM F3125 GRADE A325
 - NUTS - ASTM A563
 - WASHERS - ASTM F436
 - ANCHOR RODS - ASTM F1554 GRADE 36
- ALL ANCHORAGE COMPONENTS INCLUDING ANCHOR RODS, BOLTS AND WASHERS SHALL BE HOT DIPPED GALVANIZE
- ALL WELDING SHALL BE CONDUCTED BY A CERTIFIED WELDER QUALIFIED BY THE AMERICAN WELDING SOCIETY STANDARD QUALIFICATION PROCEDURE.
- ALL STRUCTURAL WELDING SHALL BE CONDUCTED WITH E-70XX ELECTRODES.
- MINIMUM WELD IS 1/8" FILLET, CONTINUOUS UNLESS OTHERWISE NOTED.
- ALL HOLES SHOWN IN STEEL MEMBERS WITHIN THE PLANS SHALL BE 1/4" LARGER IN DIAMETER THAN THE BOLT SIZE SPECIFIED.
- ALL STRUCTURAL WELDS ARE TO BE INSPECTED BY A CERTIFIED WELD INSPECTOR (CWI).

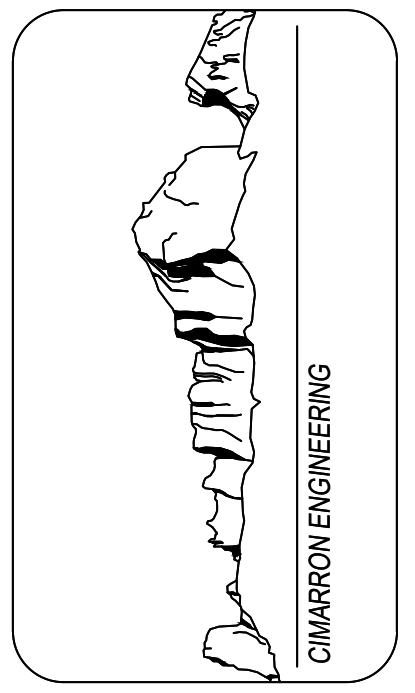


PROJECT SPECIFIC STRUCTURAL FILL REQUIREMENTS	
DESCRIPTION	STRUCTURAL FILL THICKNESS - 'A'
FOOTING	PER GEOTECHNICAL REPORT
SLAB	PER GEOTECHNICAL REPORT

TYP - STRUCTURAL FILL REQUIREMENT SCALE NTS

This is unclear and will need to be addressed by Lambert and Associates.
 Please read the last paragraph of section 4.0 in the geotechnical report.
 Please read the second paragraph on sheet 9 of the geotechnical report.
 Please read the table on sheet 10.

REVIEW ONLY - NOT FOR CONSTRUCTION

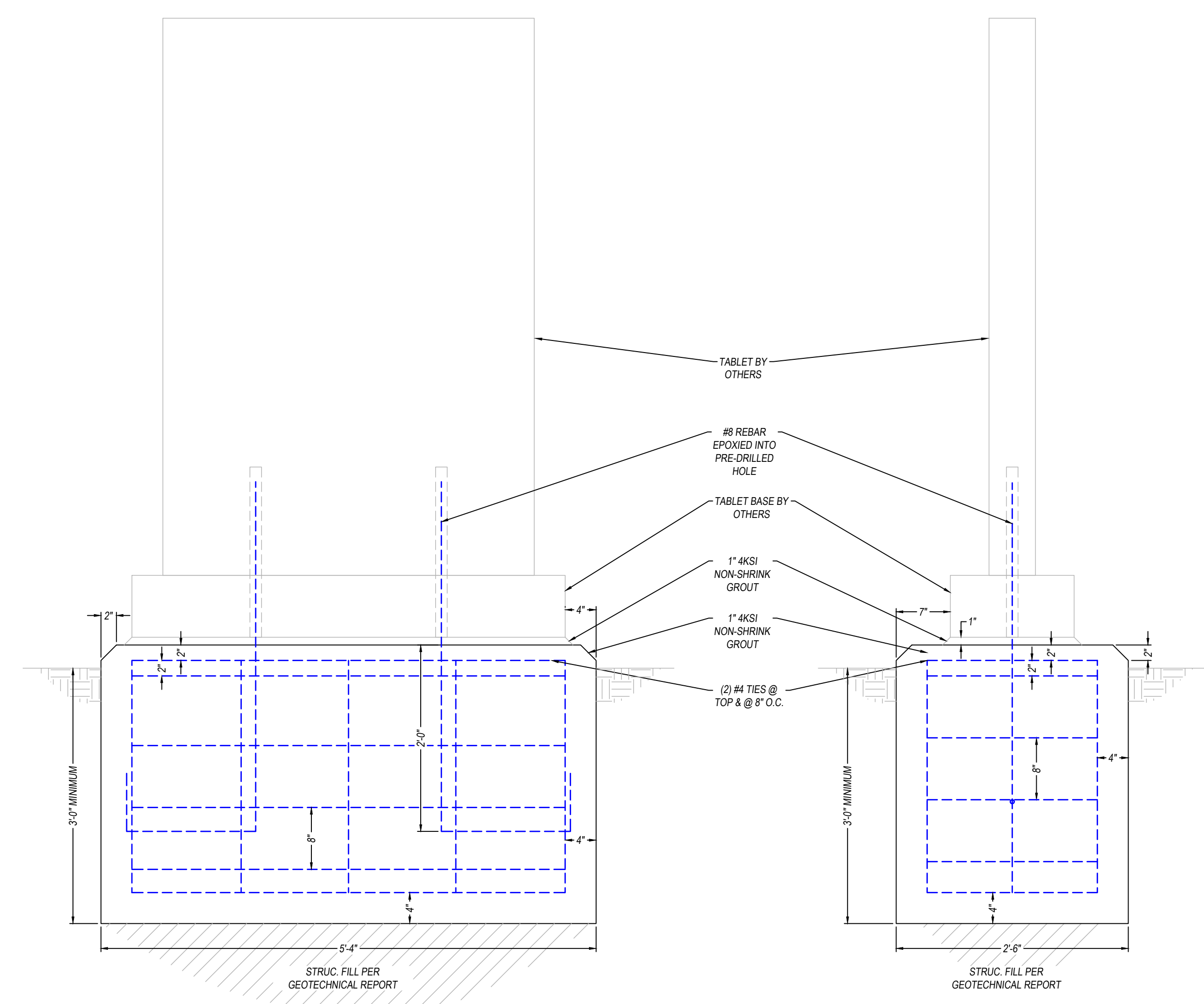


CIMARRON ENGINEERING
 JONATHAN BATSON, P.E. 970-318-6026
 PO BOX 1421
 RIDGWAY CO, 81432

JOB #25038
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 MONTROSE CITY, COLORADO

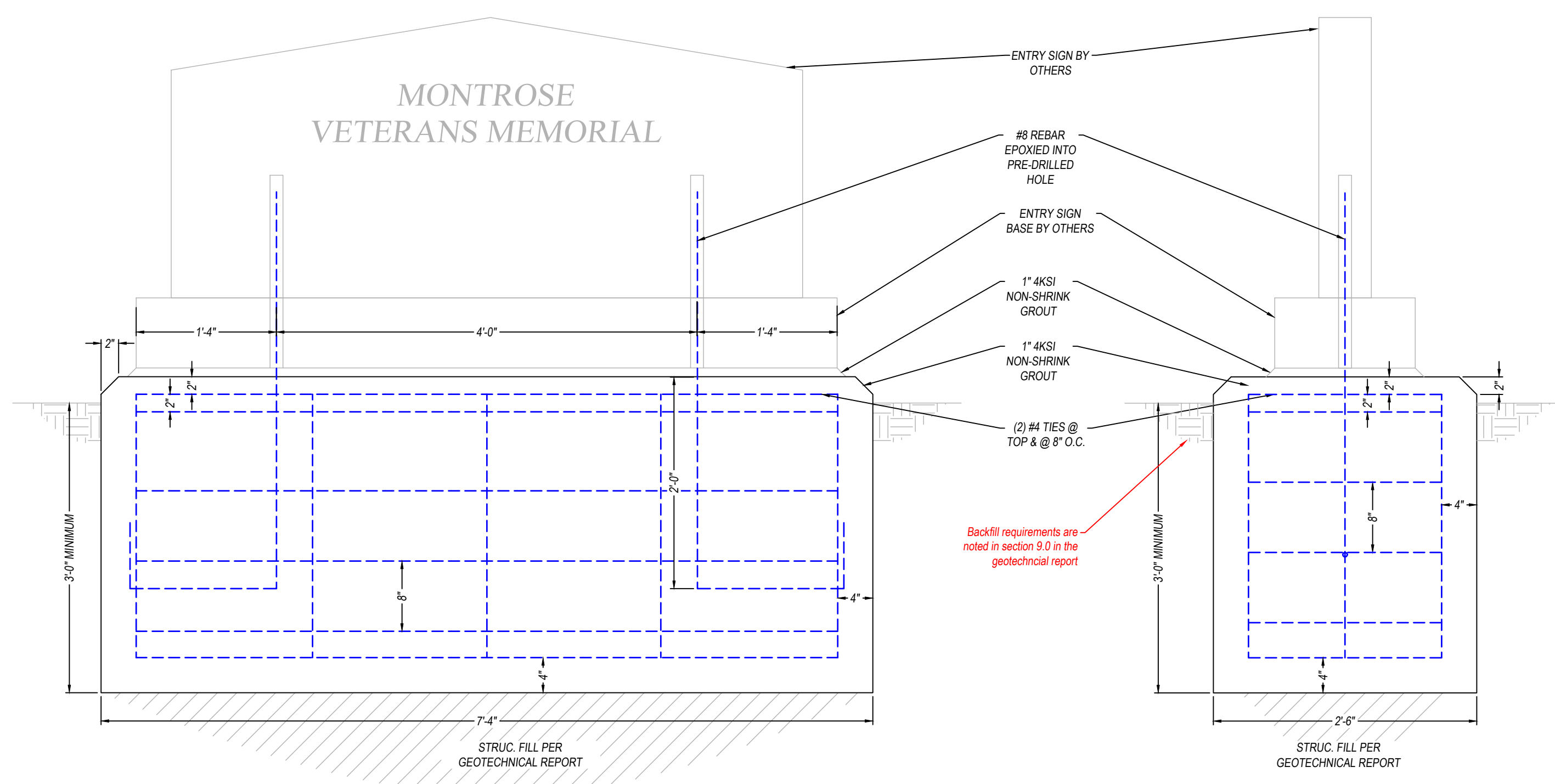
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S1



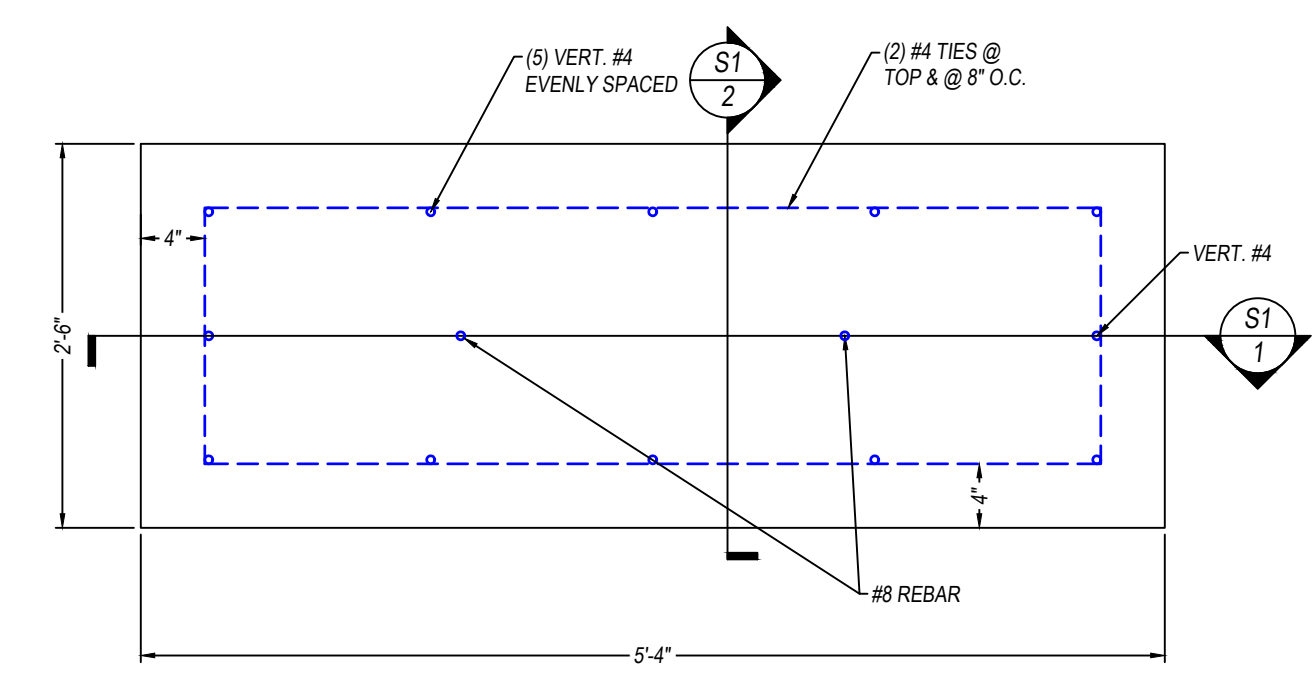
S1
 1 SECTION - BLACK GRANITE TABLET FOUNDATION SCALE NTS

S1
 2 SECTION - BLACK GRANITE TABLET FOUNDATION SCALE NTS

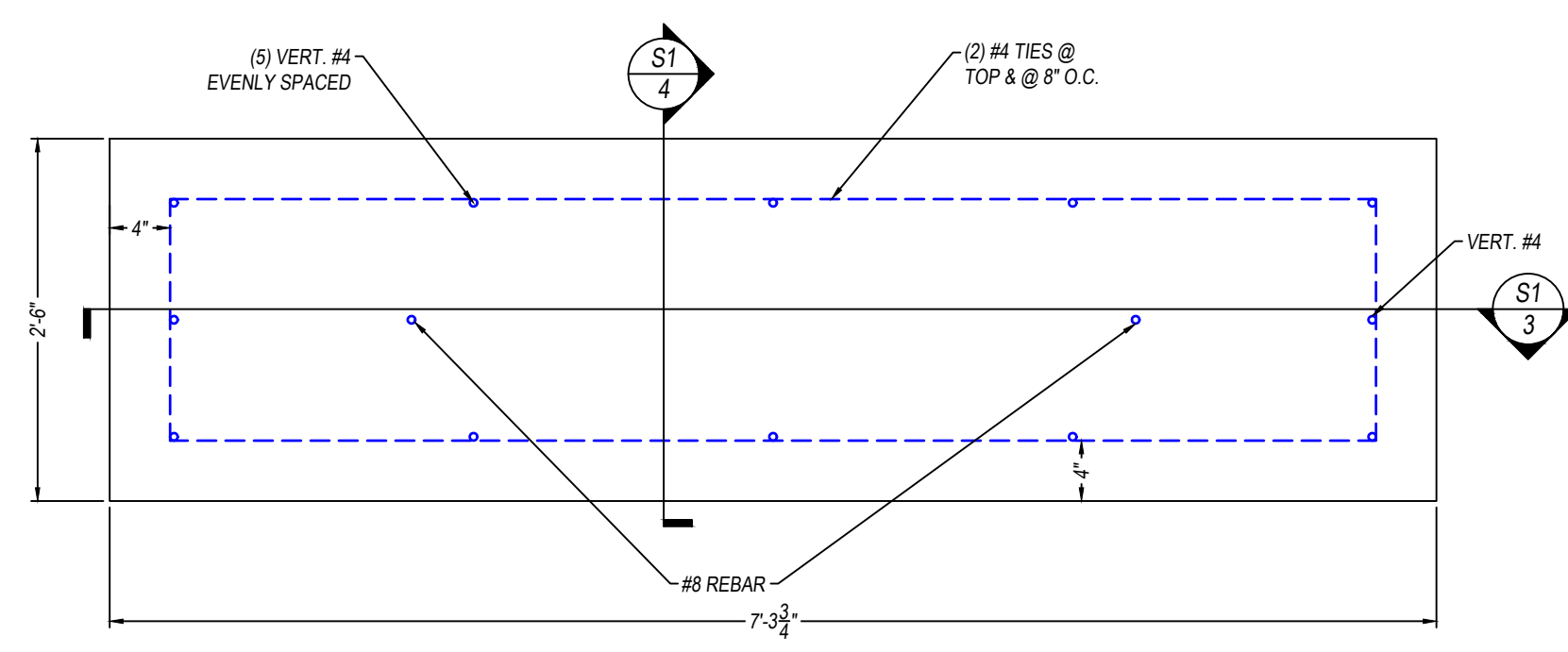


S1
 3 SECTION - ENTRY SIGN FOUNDATION SCALE NTS

S1
 4 SECTION - ENTRY SIGN FOUNDATION SCALE NTS

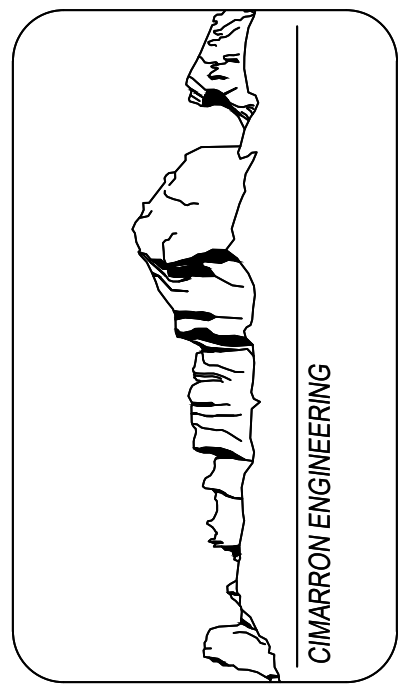


PLAN - BLACK GRANITE TABLET FOUNDATION SCALE NTS



PLAN - ENTRY SIGN FOUNDATION SCALE NTS

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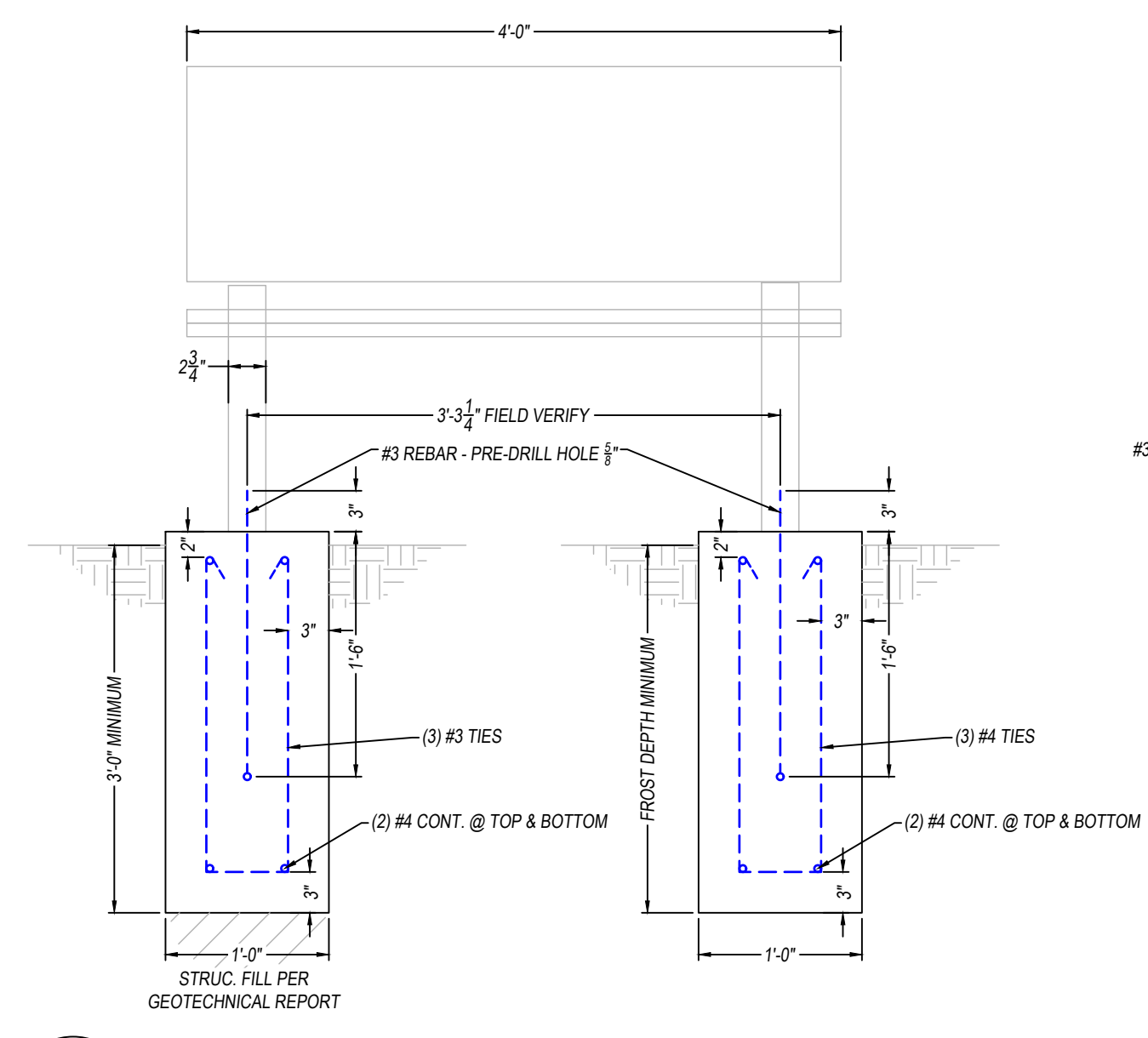


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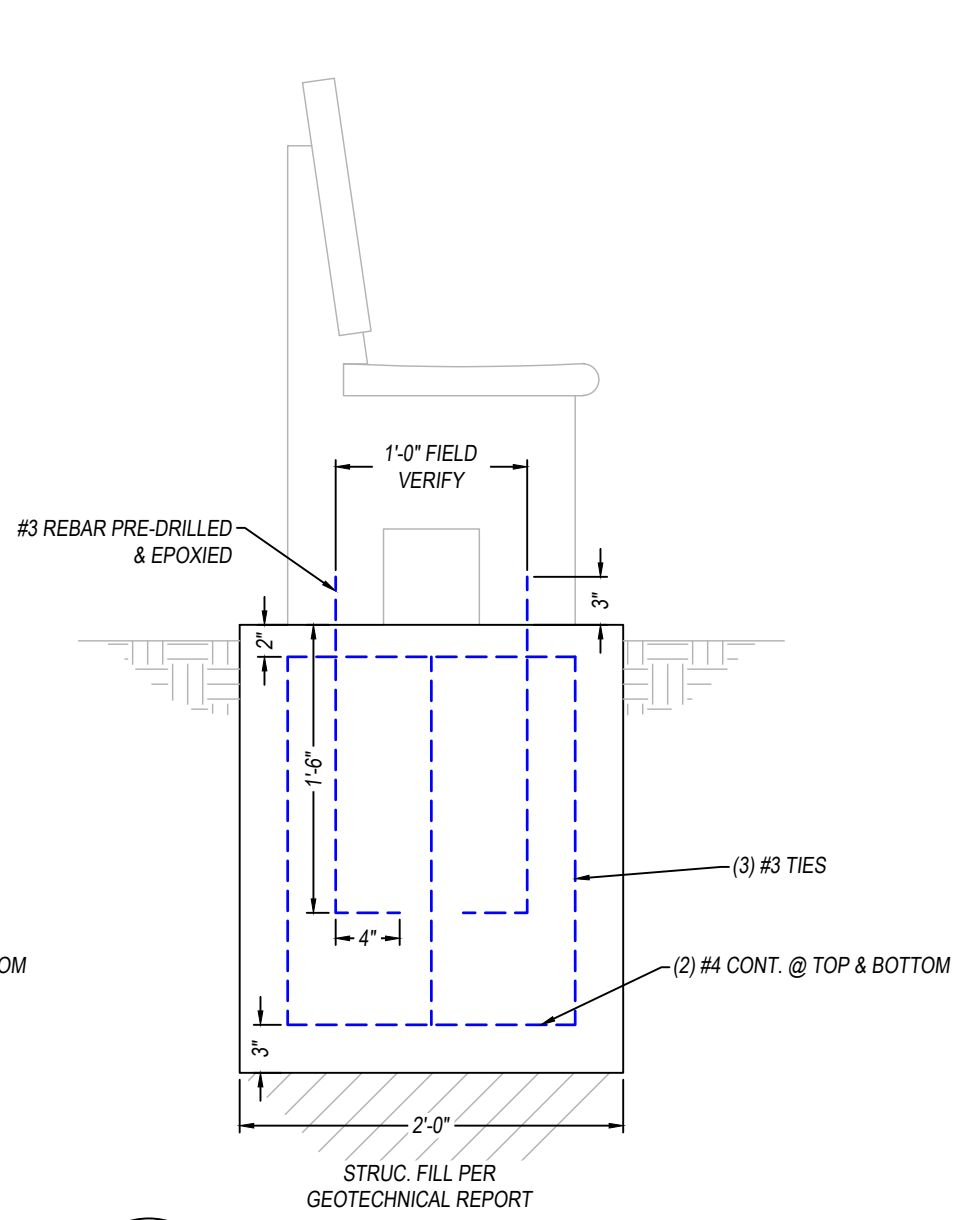
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REVIEW

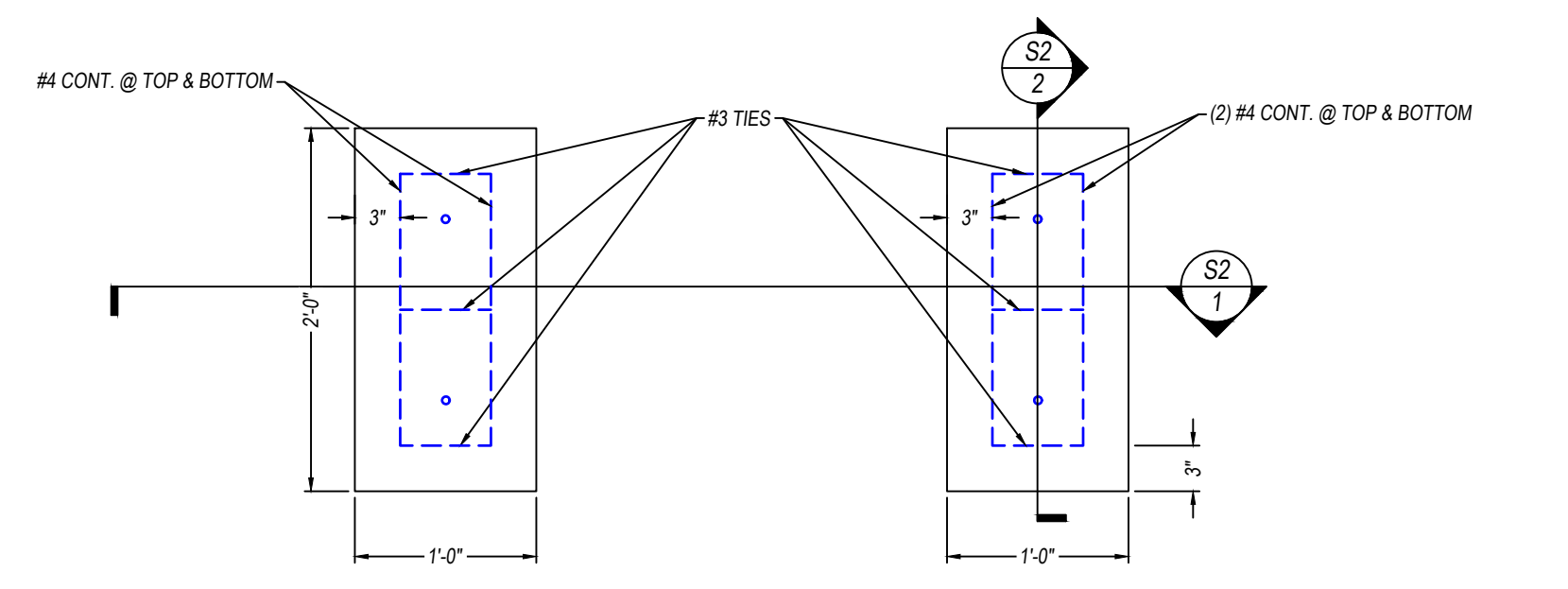
S2



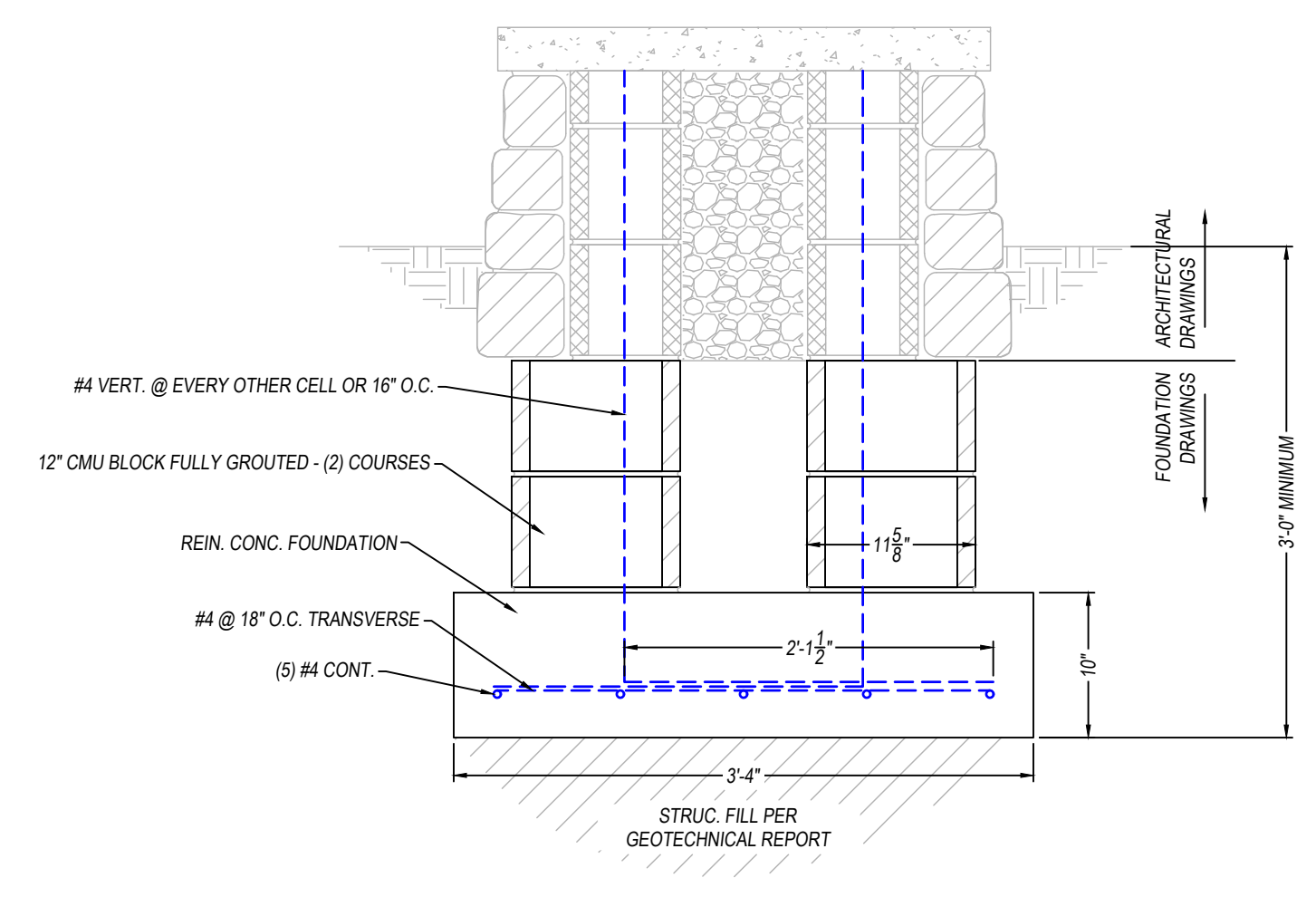
S2
1 SECTION - STRAIGHT BENCH W/
BACK FOUNDATION SCALE NTS



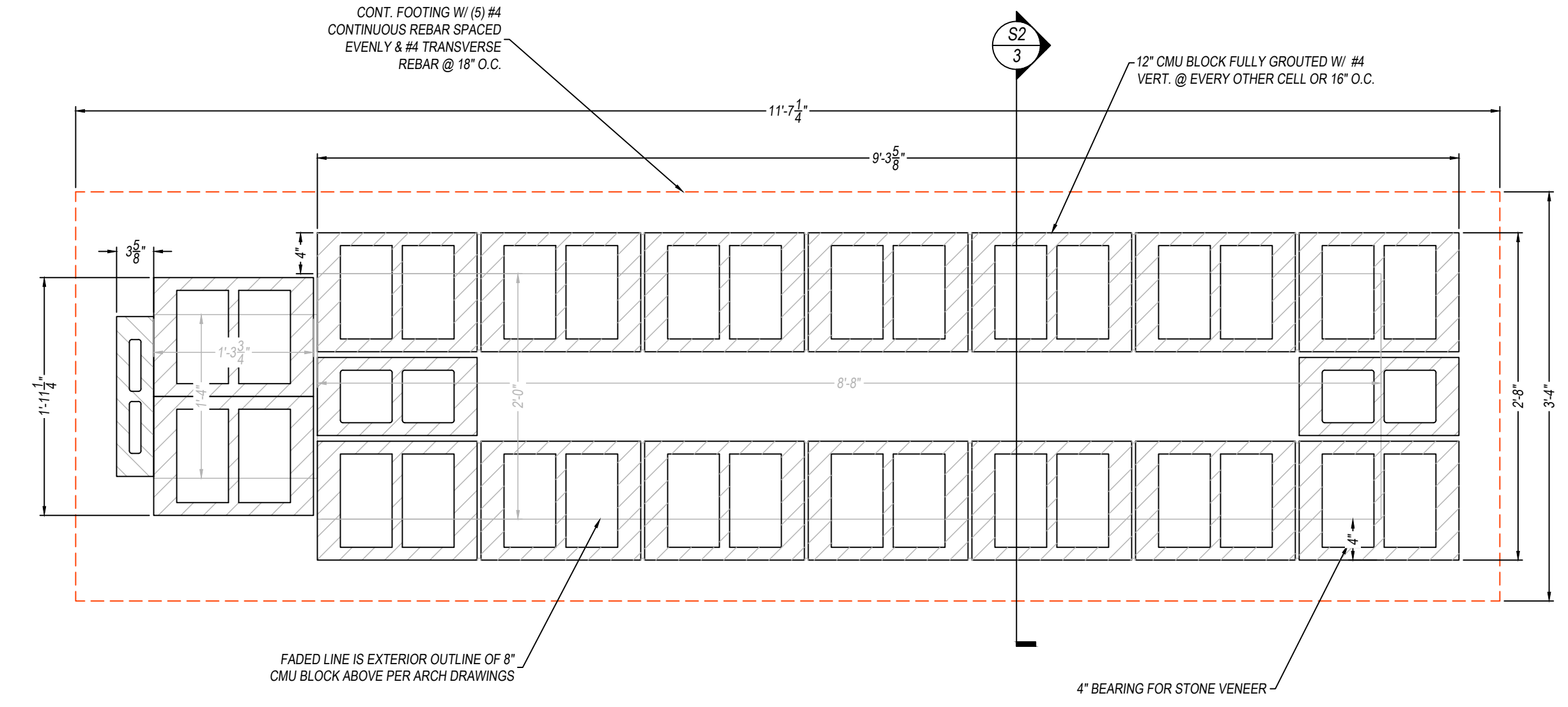
S2
2 SECTION - STRAIGHT BENCH
W/ BACK
FOUNDATION SCALE NTS



PLAN - STRAIGHT BENCH W/ BACK FOUNDATION SCALE 1"=1'

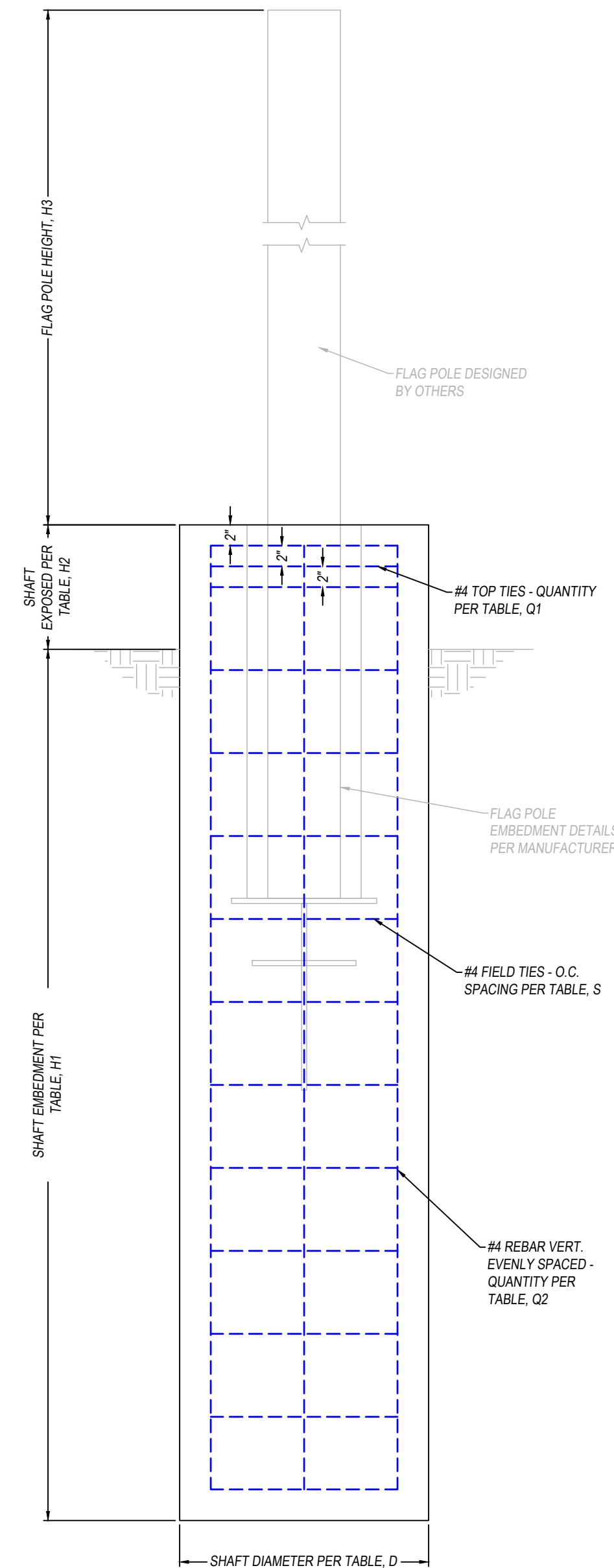


S2
3 SECTION - STRAIGHT BENCH W/
BACK FOUNDATION SCALE NTS

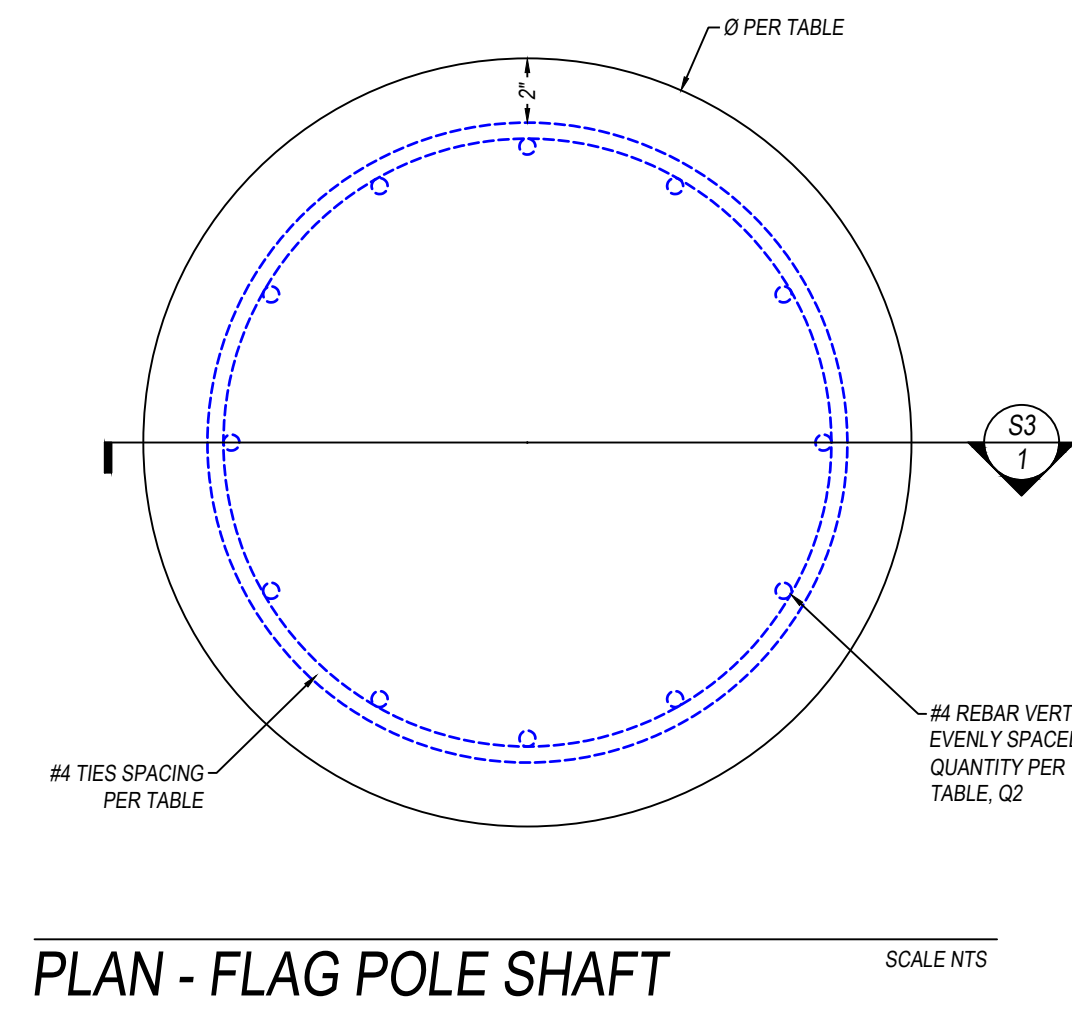


PLAN - ENTRANCE ARCH FOUNDATION - EACH SIDE IS
THE SAME SCALE 1"=1'

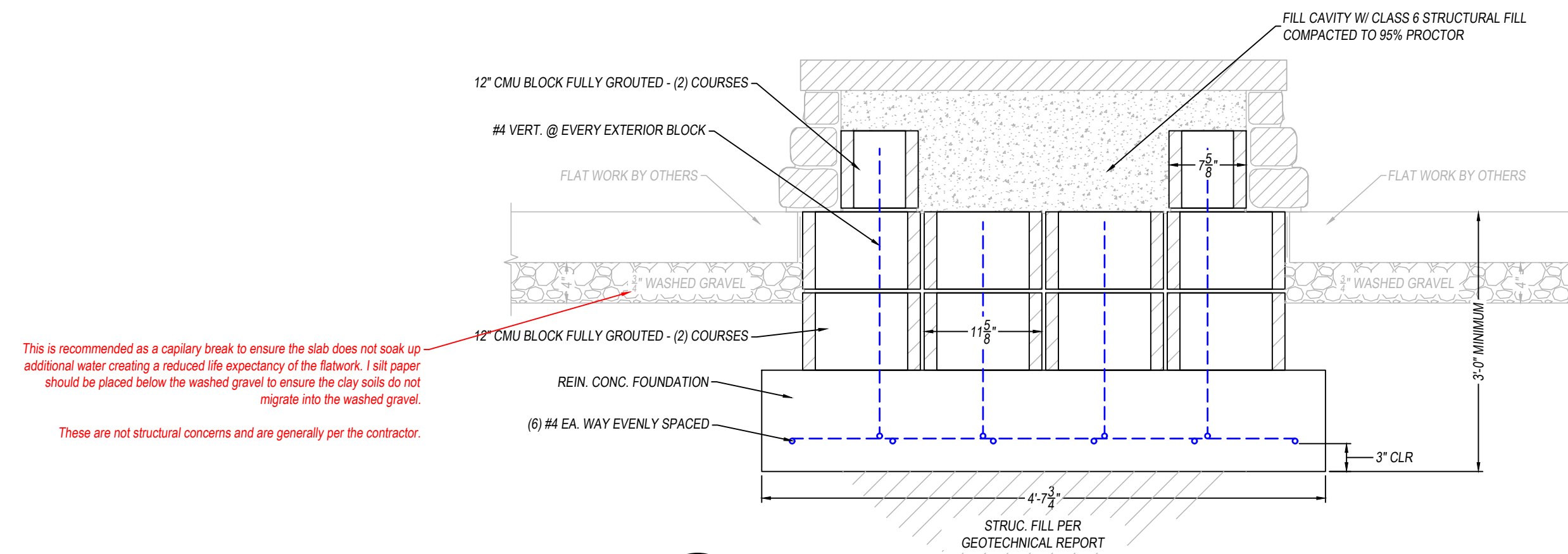
FLAG POLE TABLE									
FLAG POLE #	SHAFT EMBEDMENT, H1 (FT-IN)	SHAFT EXPOSED, H2 (FT-IN)	FLAG POLE HEIGHT, H3 (FT)	SHAFT DIAM, D (FT-IN)	TOP TIES, Q1	VERT. REBAR, Q2	FIELD TIES, S (N)	# OF FLAGS	MAX FLAG SIZE
1	7'-6"	1'-0"	30'-0"	2'-6"	3	12	0'-8"	2	5' x 8'



S3 1 SECTION - FLAG POLE SHAFT SCALE NTS

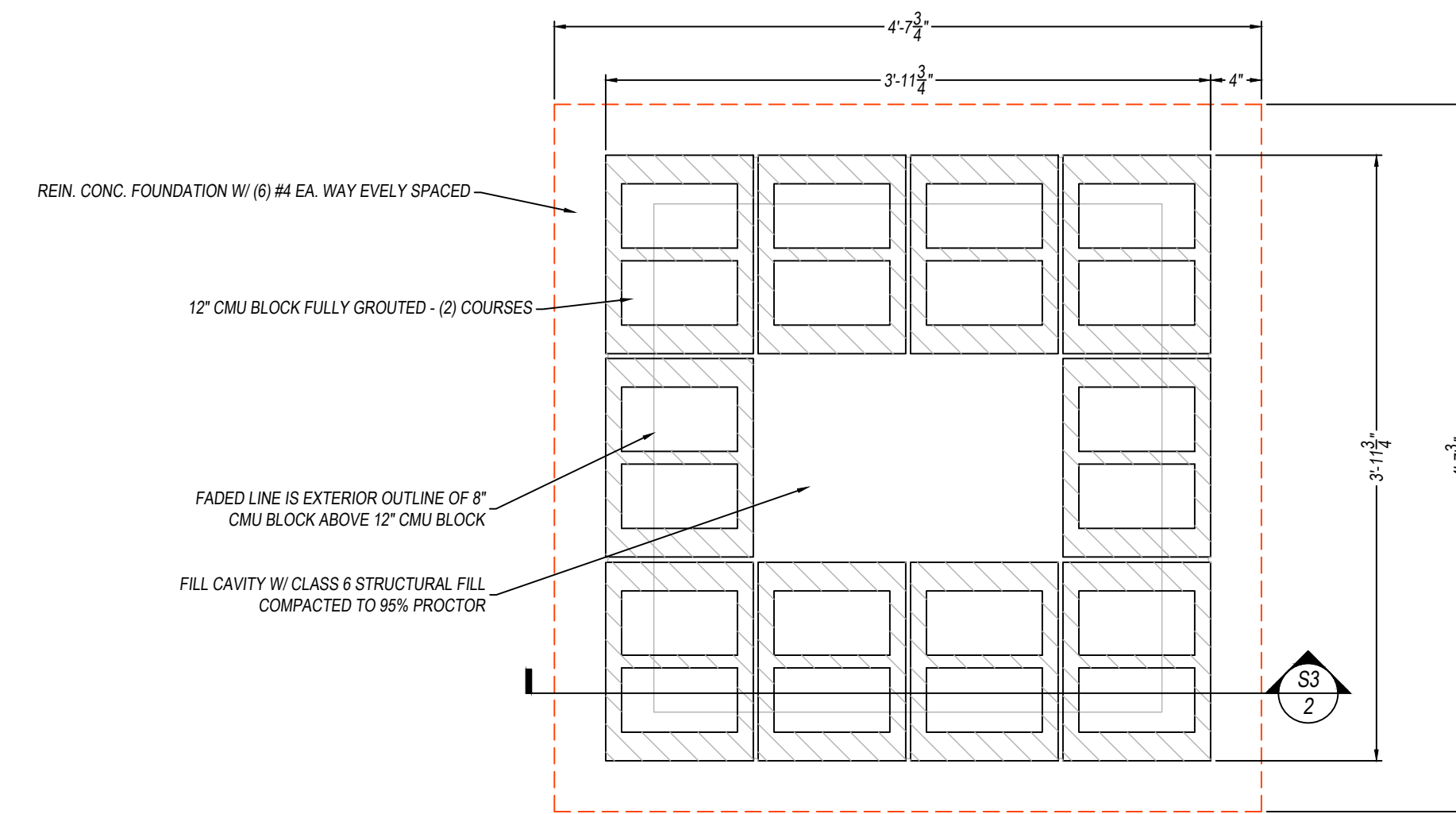


PLAN - FLAG POLE SHAFT SCALE NTS



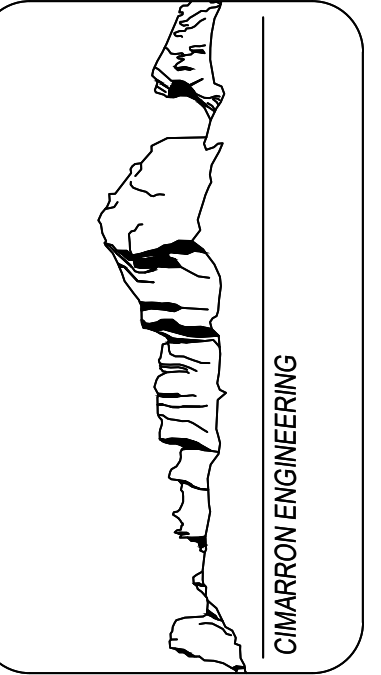
This is recommended as a capillary break to ensure the slab does not soak up additional water creating a reduced life expectancy of the network. A silt paper should be placed below the washed gravel to ensure the clay soils do not migrate into the washed gravel.
These are not structural concerns and are generally per the contractor.

S3 2 SECTION - ENTRANCE ARCH FOUNDATION - EACH SIDE IS THE SAME SCALE NTS



PLAN - ENTRANCE ARCH FOUNDATION - EACH SIDE IS THE SAME SCALE 1"=1'

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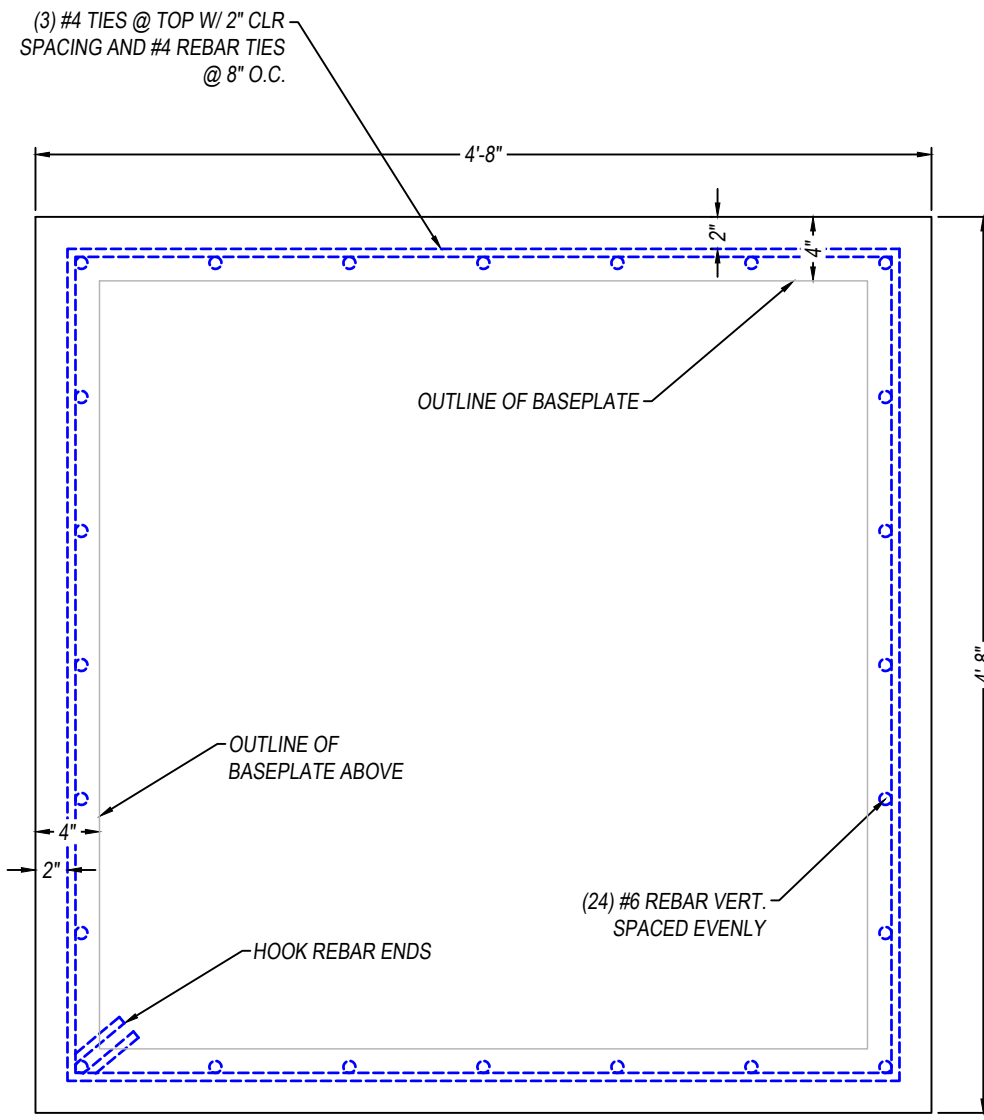


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 JONATHAN BATSON, P.E. 970-318-6026
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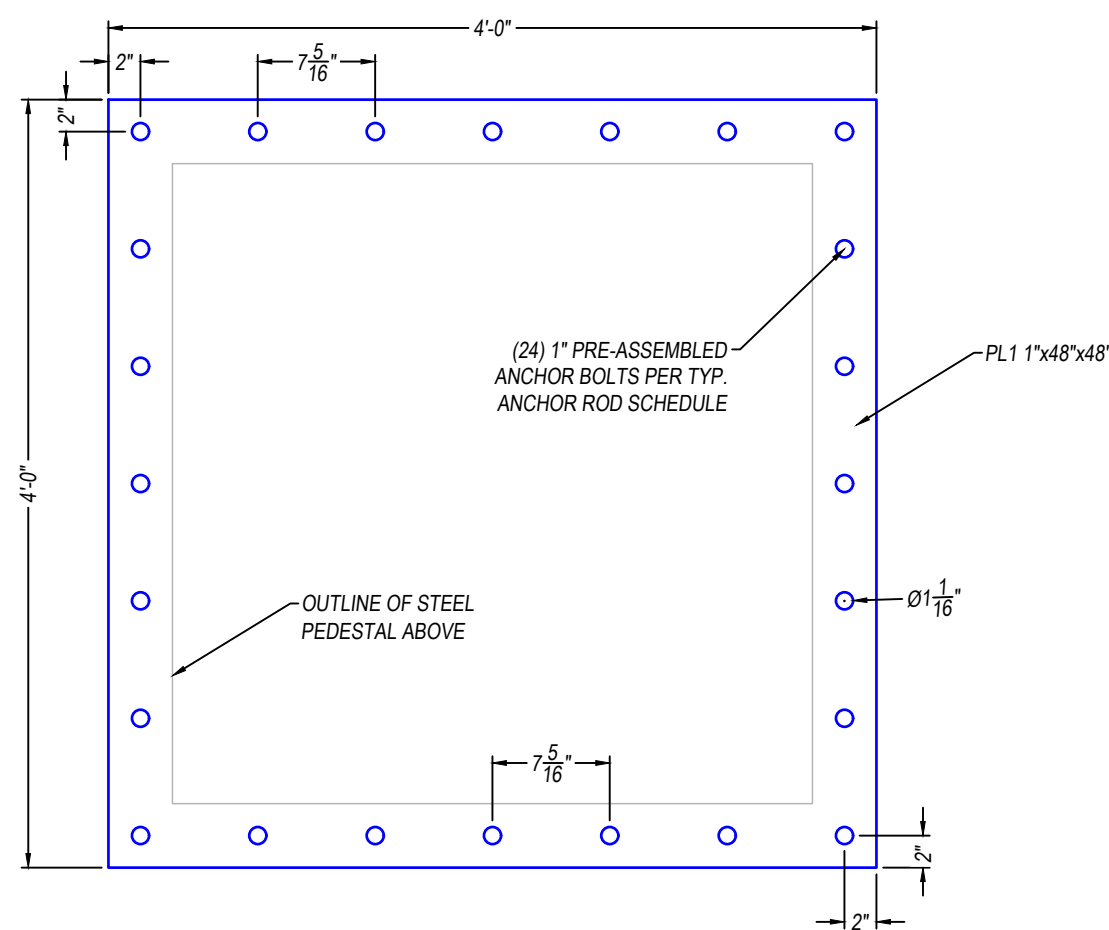
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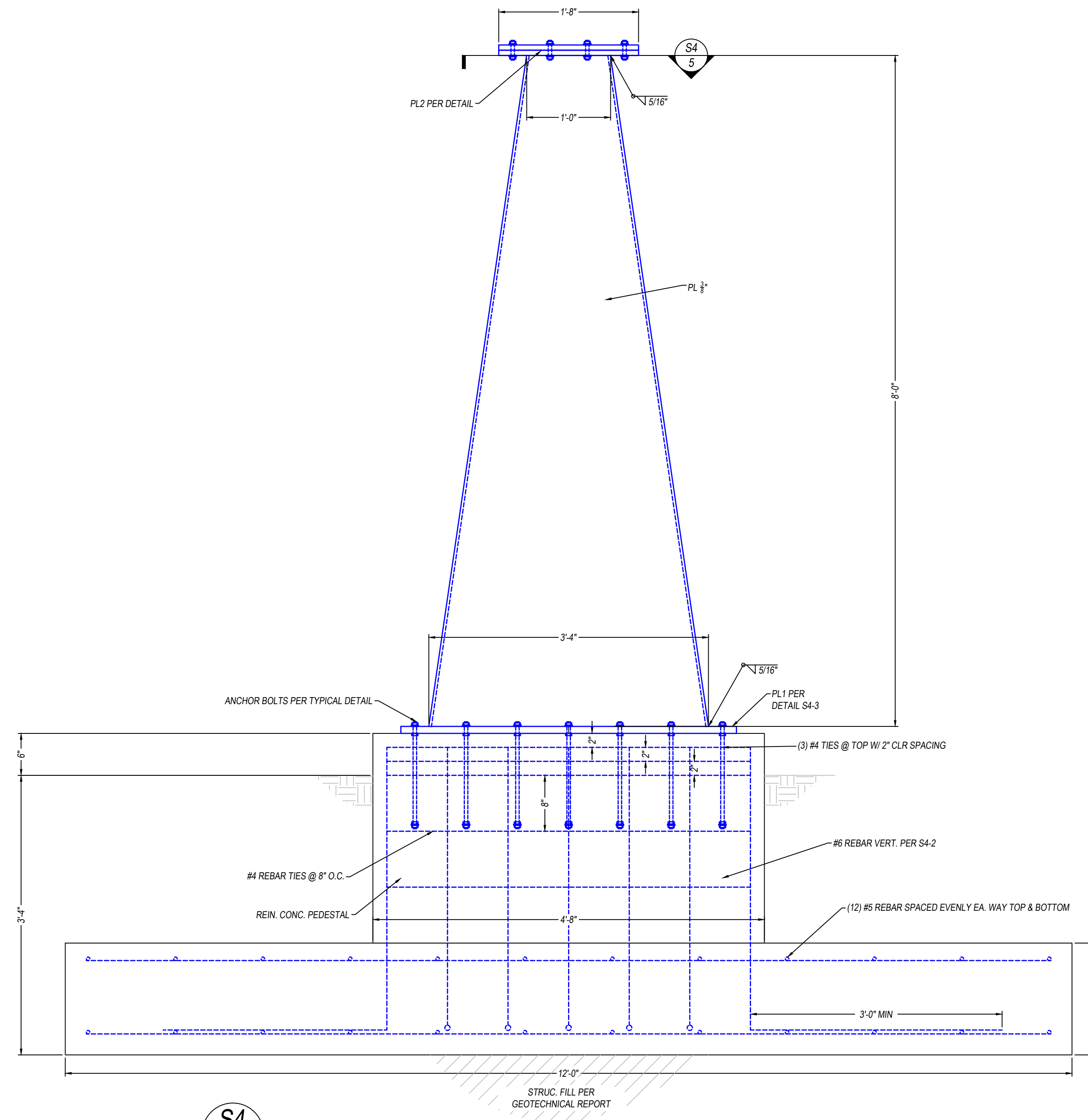
S3



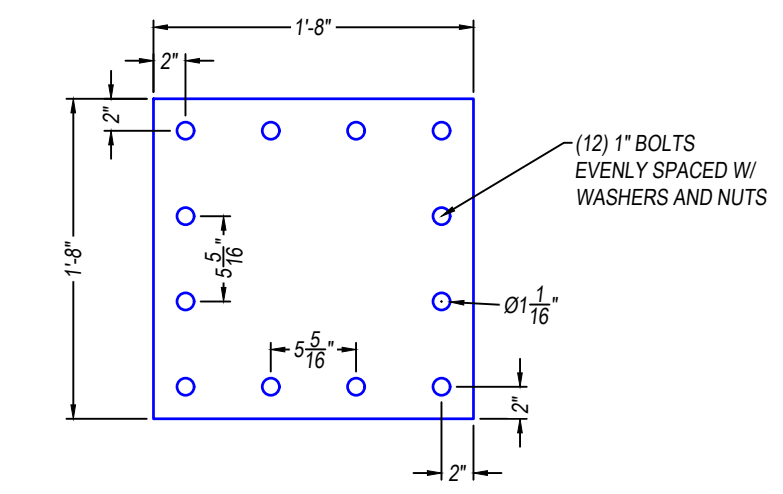
S4
2 DETAIL - 56"x56" PEDESTAL REBAR LAYOUT
SCALE 1"=1'



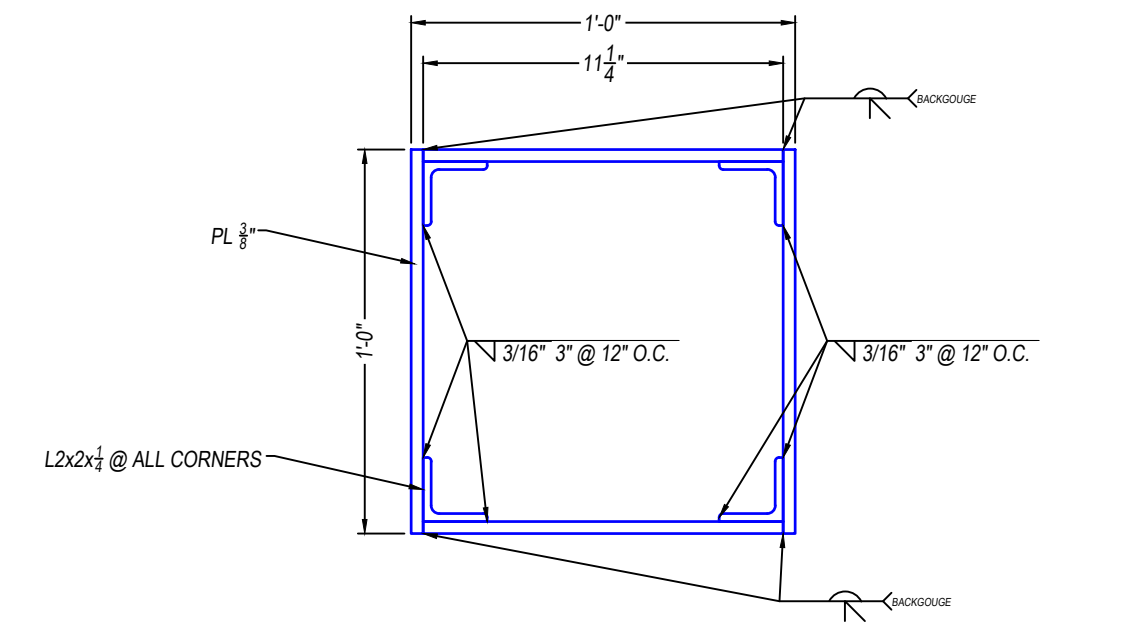
S4
3 DETAIL - PL1 BASEPLATE AND ANCHOR BOLT LAYOUT
SCALE 1"=1'



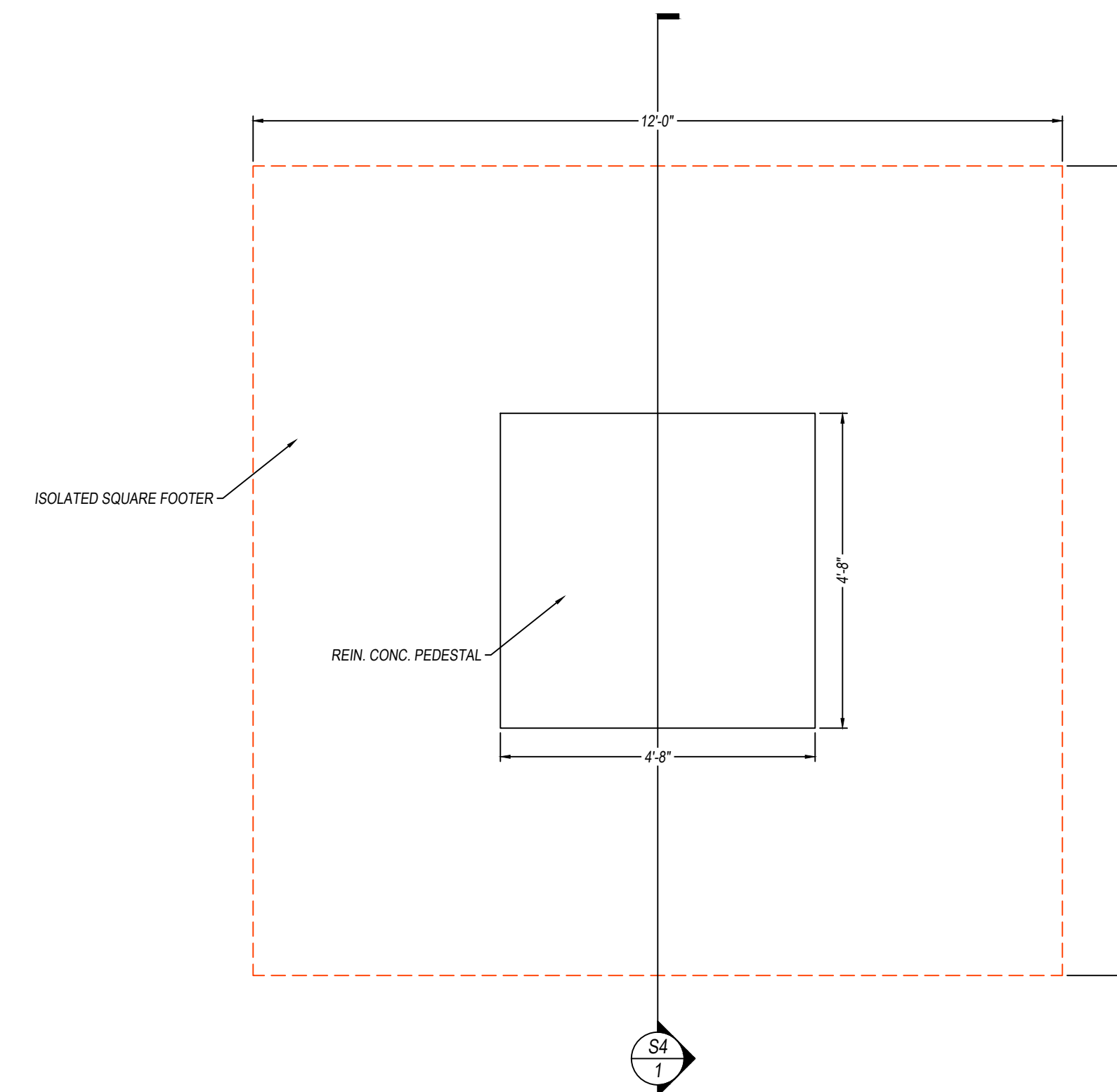
S4
1 SECTION - HELICOPTER FOUNDATION & PEDSTAL
SCALE 1"=1'



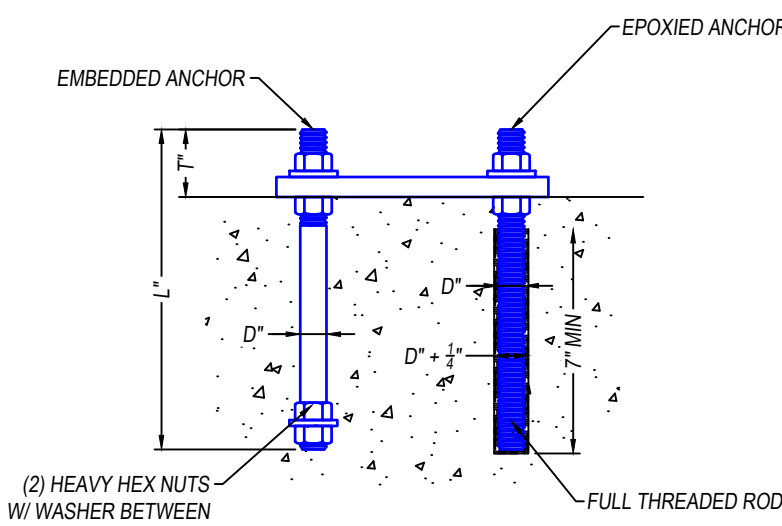
S4
4 DETAIL - PL2 BASEPLATE AND ANCHOR BOLT LAYOUT
SCALE 1"=1'



S4
5 DETAIL - PEDESTAL CROSS SECTION
SCALE 2"=1'



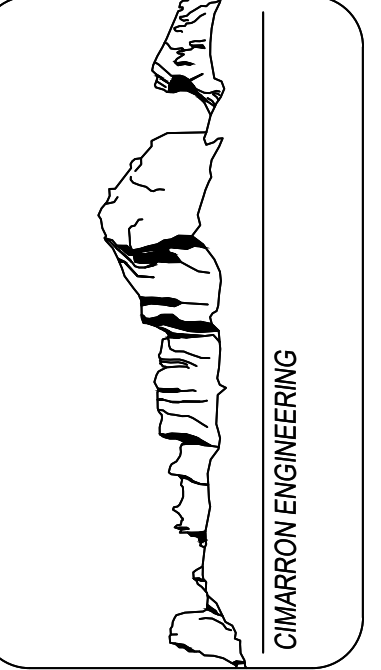
PLAN - HELICOPTER FOUNDATION & PEDESTAL
SCALE 2"=1'



ANCHOR ROD SCHEDULE					
ROD DIAMETER (D')	EDGE DISTANCE (A')	ROD LENGTH (L')	TOP THREAD LENGTH (T')	MIN WASHER SIZE (WS)	MIN WASHER THICKNESS (WT)
1"	2"	21"	5"	3"	3/8"

TYP - BASEPLATE AND ANCHOR ROD SCHEDULE

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CIMARRON ENGINEERING
JONATHAN BATSON, P.E. 970-318-6026
PO BOX 1421
RIDGWAY CO, 81432

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REVIEW

S4

CONTRACT AWARD RECOMMENDATION

TO: Honorable Mayor and Montrose City Council
CC: William Bell, Ann Morgenthaler
FROM: Jon Waschbusch, Parks Superintendent
DATE: March 16, 2026
SUBJECT: 2026 Parks Maintenance Contract Award Recommendation



Action

Consideration for approval of the award of the Parks Maintenance contract to Green and Bearit of Montrose, Colorado in the amount not to exceed \$140,000.

Background

The City's Parks Division contracts the turf maintenance of 13 out of 28 Parks with turf and 75% of the total City Park turf area, not including Sunset Mesa or Cedar Creek Cemetery. The contractor will perform weekly mowing, trimming, edging of all walks, cleaning up trash and debris, performing irrigation checks, and final cleanup of all sidewalks, roadways, picnic areas, and walkways within those parks.

The previous contract expired this year after being awarded in 2023 and subsequently renewed in 2024 and 2025. A competitive RFP was issued in February of 2026 to solicit proposals for this work. The Parks Division received five (5) qualified proposals in response to the posted RFP. A scoring matrix was applied to determine best value proposal for the city with weighting being applied as follows:

- Price: 30%
- Qualifications/Similar Project Experience: 40%
- Overall Presentation, Level of Detail, and Project Understanding: 15%
- Team Assigned to the Project/Proposed Sub-Consultants: 15%

Below is a breakdown of the proposals received.

Company	Weekly Bid Price	Matrix Score
Green and Bearit	\$4,897	3.25
Alpine Property Services	\$4,621 +\$1,678 biweekly	3.25
Living Waters Irrigation and Design	4,615.50	3.20
Gunsight Holdings dba Daly Property Services	\$169,120 (\$6,764.80/week for 25 week contract)	2.8
Jamaican Me Crazy Yard Service	\$8,100	2.15

Green and Bearit was awarded the Parks Maintenance contract in 2023 and was subsequently renewed two times based on their performance. The Public Works staff speak well of their work as did the previous Parks Superintendent when renewing their contract. This company has a proven record of performance with the city, has previously performed this scope with quality results, is Montrose based and has the second lowest pricing of the five responsive bids. Green and Bearit tied for the highest score on the review matrix while coming in at a substantially lower price than the other highest scoring entity.

City staff recommends awarding the 2026 Parks Maintenance Contract to Green and Bearit, LLC.

Net Financial Impact

The contract recommended for award to Green and Bearit, LLC will be a Not-to-Exceed contract in the amount of \$140,000, which is included in the 2026 budget.

**MEMORANDUM OF AGREEMENT
HIGH MESA CRAFTSMEN MINOR SUBDIVISION
REDEVELOPMENT AND RIGHT OF WAY SWAP
February 20, 2026**

This MEMORANDUM OF AGREEMENT (“MOA”) is entered into effective as of the ____ day of _____, 2026 (the “Effective Date”) and is made and entered into by and between the City of Montrose, a Colorado home rule municipal corporation, whose principal address is 400 East Main Street, PO Box 790, Montrose, Colorado 81402 (the “City”); and Yeager Family Enterprises, a Colorado limited liability company (the “Developer”) whose principal address is 59043 Ida Road, Olathe, Colorado 81425 (each individually referenced herein as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, Developer is the owner of Lots 1 through 3 as identified on the High Mesa Craftsmen Minor Subdivision included as **Exhibit A** attached hereto (the “Project Lots”); and

WHEREAS, Developer is currently working on a redevelopment project to relocate a stone countertop sales and fabrication facility to Lot 1 (currently underway) and a custom cabinet shop on Lots 2 and 3 (complete). This project includes replatting the Project Lots, a remodel of existing structures, site improvements, and site landscaping; and

WHEREAS, within and immediately adjacent to the Project Lots, several obsolete and vacant rights of way exist that are currently a hinderance to redevelopment of the site. These are identified and legally described as ROW-V1 through ROW-V5 on **Exhibit B** attached hereto (“the **ROW Vacations**”); and

WHEREAS, isolated right of way dedications are necessary to create consistent road right of way widths along Cascade Avenue and Weldon Road immediately alongside the Project Lots; and

WHEREAS, although not formally triggered through a site development process due to the nature of the redevelopment work taking place on the Project Lots, the City desires to see aesthetics and traffic operations of the area improved through the installation of landscaping along the Project Lot frontages.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants, conditions and agreements of the Parties contained herein, the receipt and sufficiency of which hereby are acknowledged and accepted, the Parties hereby commit to perform the following to facilitate a right of way swap alongside the Project Lots.

DEVELOPER OBLIGATIONS

1. Redevelop Lot 1 to construct a stone countertop sales and fabrication facility.
2. Install landscaping improvements in general conformance with the landscaping improvement plan included as **Exhibit C** attached hereto which includes landscaping and irrigation improvements along the Project Lots’ frontages with Cascade Avenue.
3. Prepare legal descriptions stamped by a Colorado-licensed professional land surveyor for the ROW Vacations.

4. Prepare and finalize the High Mesa Craftsmen Minor Subdivision in general conformance with that included as **Exhibit A**. This shall include road right of way dedications for Cascade Avenue and Weldon Road as depicted in Exhibit A.

CITY OF MONTROSE OBLIGATIONS

1. Prepare necessary documents and seek City Council approval for the ROW Vacations.
2. Upon completion of the site landscaping along the Cascade Avenue frontage and opening of the stone countertop sales and fabrication facility on Lot 1, finalize and record the ROW Vacation documents with the Montrose County Clerk and Recorder.
3. Immediately after recording the ROW Vacation documents, record the finalized High Mesa Craftsmen Minor Subdivision with the Montrose County Clerk and Recorder.

TIMELINE

Site landscaping and opening of the stone countertop sales and fabrication facility shall be completed by November 15, 2026. Unless agreed otherwise in writing by both Parties, all City of Montrose obligations contained herein shall become null and void if site landscaping and opening of the stone countertop sales and fabrication facility are not completed by this date.

TERM AND TERMINATION

1. The Parties' rights and obligations under this MOA shall commence as of the Effective Date and shall remain in full force and effect until November 15, 2026 or terminated as outlined herein.
2. Either Party may terminate this MOA for convenience.

MISCELLANEOUS

1. Expenses; Attorney's Fees. Each Party agrees to bear its own attorneys' fees, accountants' fees and other costs and expenses in connection with this MOA and the transactions contemplated hereby; provided, however, that should a dispute arise with respect to this MOA or any related transactions, the defaulting Party, or the Party not prevailing in such dispute (as the case may be), shall pay any and all costs and expenses incurred by the other Party in enforcing and/or establishing its rights hereunder (including, without limitation, court costs and reasonable attorneys' fees determined by the Court, based on standard applicable local billing rates), all in addition to any award of damages or injunctive remedies or other relief as should be granted by any court of competent jurisdictions.
2. Counterparts; Electronic Execution. This MOA may be executed in two or more counterparts, all of which shall constitute a single instrument, and by one or more of the Parties by facsimile or e-mail transmitted signature and both Parties agree that the delivery of an executed counterpart hereby by facsimile or e-mail will have the same force and effect as the delivery of an original executed counterpart hereof.

3. No Third Party Beneficiaries. This MOA is entered into for the sole benefit of the Parties and no third parties are intended to, or shall, be granted or deemed to enjoy any rights under this MOA.
4. Applicable Law. This MOA shall be construed and enforced in accordance with the laws of the State of Colorado, with venue in Montrose County, Colorado.
5. No Venture or Partnership. No form of joint venture or partnership exists between the Parties and nothing contained in this MOA shall be construed as making either the City or Developer joint ventures or partners of any kind.
6. No Waiver or Governmental Immunity. Nothing in this MOA shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
7. Article X, Section 20/TABOR. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this MOA. The Parties hereby acknowledge and agree that this MOA does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore (notwithstanding anything in this MOA to the contrary), all payment obligations of the City expressly are dependent and conditioned upon the continuing availability of funds beyond the term of the City’s current fiscal period ending upon the next succeeding December 31. The Parties further acknowledge and agree that (i) the City’s obligations to perform any obligations under this MOA shall be subject to annual appropriation; and (ii) and any reduction of such appropriation, or failure to appropriate, by the City shall not constitute a default by the City under this MOA.
8. Signature Authority. Signators for each Party hereby confirm he or she is an authorized agent of the respective Party and has the full power and authority to execute and deliver this MOA as a binding document of the Party.
9. Governance. While City Staff supports this MOA and all terms contemplated herein, certain approvals are at the discretion of the City Council. Should any approval be withheld by City Council, Developer shall not have any further rights or obligations to the City. Such approval being withheld by City Council shall not give rise to any cause of action.

IN WITNESS THEREOF, the Parties have executed and delivered this MOA as of the Effective Date.

CITY OF MONTROSE, COLORADO

DEVELOPER

By: _____
William Bell, City Manager

By: _____
Jason Yeager, Member

State of Colorado)
) ss.
County of Montrose)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by William Bell, City Manager of the City of Montrose, Colorado.

Witness my hand and official seal.
My commission expires: _____.

Notary

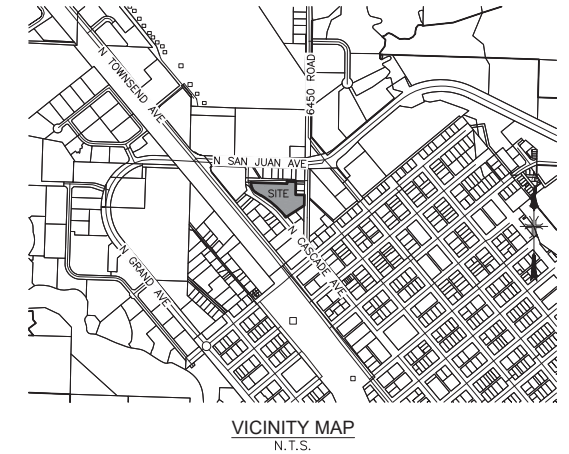
State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Jason Yeager, member of Yeager Family Enterprises, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: _____.

Notary

HIGH MESA CRAFTSMEN MINOR SUBDIVISION
SITUATED IN SECTION 28, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



Basis of Bearings

The bearing between City Monument 94-036 NGS H-10 and City Monument 94-035 NGS H-426 bears S33°05'31"E (ASSUMED)

Lineal Units Statement

The Lineal Unit used on this plat is U.S. Survey Feet

Surveyor's Certificate

I, Frederick Ballard, a Professional Land Surveyor in the State of Colorado, do hereby certify that the above described parcel has been surveyed by me and/or under my direct supervision and that such survey is accurately represented hereon, and is based on my knowledge, information and belief, and is in accordance with applicable standards or practice and is not a guaranty or warranty, either expressed or implied, and conforms to all applicable requirements of the City Subdivision Regulations and applicable law.

C.R.S. Section 38-51-106 Statement: this plat does not represent a title search by the Surveyor, nor by any professional corporation or business entity with which said Surveyor may be associated.

PRELIMINARY

Frederick Ballard
Colorado Registered Land Surveyor
Registration No. 37690
Date:

Certificate of Dedication and Ownership

KNOW ALL YE BY THESE PRESENTS that the undersigned being the owners of certain lands in the City of Montrose, County of Montrose and State of Colorado to wit:

A tract of land in Lot 1 in Block B, Lots 3 and 4 in Block A, Darling Subdivision, according to the plat thereof filed for record September 13, 1939 at Original Plat Book Page 7 and in Lot B of the Replat of Lot 3 in Block A, Darling Subdivision, according to the plat thereof filed for record December 13, 1978 in Book 11 at Page 131 and North Darling Addition Boundary Agreement, recorded July 3, 1986 in Book 12 at Page 644 and Enclave Addition "I", City and County of Montrose, Colorado and being more particularly described as follows: BEGINNING at the Northeast Corner of said Lot 4, Block A, Darling Subdivision; THENCE South 00°43'27" East along the East line of said Lots 4 and 3, a distance of 119.80 feet to the Easterly terminus of the boundary agreement line as shown on the plat recorded in Book 12 at Page 644, Montrose County Records; South 55°31'33" West a distance of 228.02 feet to the Westerly terminus of said boundary agreement line, said point being on the Easterly right of way line of Cascade Avenue;

AND
Lots 5, 6, 7 and 8 Block A, and Lots 1 and 2 Block B, DARLING SUBDIVISION, according to the plat thereof filed for record September 13, 1939 at Original Plat Book Page 7, County of Montrose, State of Colorado

AND
A tract of land situated in Lot 4, Block A and Lot 1, Block B, DARLING SUBDIVISION, said tract being further described as all of the property lying North and West of the Boundary Agreement line as shown on the Boundary Agreement Plat recorded May 13, 1997 in Plat Book 13 at Page 94, Reception No. 627985, County of Montrose, State of Colorado

AND
The W1/2 of Lot 9, Block A, DARLING SUBDIVISION, according to the plat thereof filed for record September 13, 1939 at Original Plat Book Page 7, County of Montrose, State of Colorado

AND
The E1/2 of Lot 9, Block A, DARLING SUBDIVISION, according to the plat thereof filed for record September 13, 1939 at Original Plat Book Page 7, County of Montrose, State of Colorado

AND
BEING A RIGHT OF WAY SITUATED IN NE1/4 NW1/4 SECTION 28, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF MONTROSE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, BLOCK B, DARLING SUBDIVISION, SAID POINT BEING S75°35'09"W 627.02 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 28; THENCE ALONG THE WEST LINE OF SAID LOT 2 S00°52'45"W 54.16 FEET; THENCE LEAVING SAID WEST LINE OF SAID LOT 2 55.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 182.50 FEET, AN INTERIOR ANGLE OF 17°26'52" AND A CHORD OF N10°04'19"W 55.36 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF WELDON ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY S88°04'43"E 10.52 FEET TO THE POINT OF BEGINNING. CONTAINING 363 SQUARE FEET MORE OR LESS AS DESCRIBED.

AND

Certificate of Dedication and Ownership (CONTINUED):

BEING A RIGHT OF WAY SITUATED IN THE NE1/4 NW1/4 SECTION 28, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF MONTROSE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTHWEST LINE OF LOT 2, BLOCK B, DARLING SUBDIVISION, SAID POINT BEING S69°48'07"W 643.17 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 28; THENCE ALONG THE SOUTHWEST LINE OF LOTS 2 AND 1 S59°18'21"E 127.78 FEET; THENCE CONTINUING ALONG SOUTHWEST LINE OF LOT 2 181.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1062.08 FEET, AN INTERIOR ANGLE OF 09°46'51" AND A CHORD OF S54°24'56"E 181.08 FEET;

THENCE LEAVING SAID SOUTHWEST LINE S44°24'13"W 20.05 FEET; THENCE 176.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1042.08 FEET, AN INTERIOR ANGLE OF 09°42'19" AND A CHORD OF N54°27'12"W 176.30 FEET; THENCE N59°18'21"W 67.77 FEET; THENCE 63.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET, AN INTERIOR ANGLE OF 36°07'52" AND A CHORD OF N41°14'25"W 62.02 FEET; THENCE 1.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 182.50 FEET, AN INTERIOR ANGLE OF 00°24'23" AND A CHORD OF N22°58'18"W 1.29 FEET TO THE POINT OF BEGINNING.

AND

BEING A RIGHT OF WAY SITUATED IN NE1/4 NW1/4 SECTION 28, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF MONTROSE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT S41°25'28"W 523.67 FEET FROM THE N1/4 CORNER OF SAID SECTION 28; THENCE 179.88 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1062.08 FEET, AN INTERIOR ANGLE OF 09°42'14" AND A CHORD OF S44°40'24"E 179.67 FEET; THENCE S39°49'17"E 27.91 FEET; THENCE S57°12'16"W 20.15 FEET; THENCE 39°49'17"W 25.45 FEET; THENCE 177.87 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1042.08 FEET, AN INTERIOR ANGLE OF 09°46'46" AND A CHORD OF N44°42'40"W 177.65 FEET; THENCE N44°24'13"E 20.05 FEET TO THE POINT OF BEGINNING.

AND

BEING A RIGHT OF WAY SITUATED IN NE1/4 NW1/4 SECTION 28, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF MONTROSE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, BLOCK A, DARLING SUBDIVISION, SAID POINT BEING S71°11'14"W 498.13 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 28; THENCE ALONG THE NORTHEASTERLY LINE OF THE CCC WALKWAY AND PIPELINE THE FOLLOWING TWO (2) COURSES: 1. S34°27'50"E 215.07 FEET; 2. S33°17'54"E 41.61 FEET; THENCE S44°24'13"W 15.40 FEET TO THE SOUTHWEST SIDE OF THE SAID CCC WALKWAY AND PIPELINE; THENCE THE FOLLOWING THREE COURSES ALONG SAID SOUTHWEST SIDE: 1. N32°35'21"W 3.37 FEET; 2. N33°17'54"W 41.37 FEET; 3. N34°27'50"W 225.98 FEET TO THE SOUTH RIGHT OF WAY OF WELDON ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY S88°04'43"E 18.63 FEET TO THE POINT OF BEGINNING.

AND

BEING A RIGHT OF WAY SITUATED IN NE1/4 NW1/4 SECTION 28, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF MONTROSE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF THE CCC WALKWAY AND PIPELINE, SAID POINT BEING S41°15'25"W 495.83 FEET FROM THE N1/4 CORNER OF SAID SECTION 28; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID CCC WALKWAY AND PIPELINE: 1. S32°35'21"W 77.71 FEET; 2. S10°51'12"E 14.02 FEET; 3. 42.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1061.48 FEET, AN INTERIOR ANGLE OF 02°17'21" AND A CHORD OF N45°57'34"W 42.41 FEET; 4. N32°35'21"W 46.01 FEET; THENCE LEAVING SAID BOUNDARY OF THE CCC WALKWAY AND PIPELINE N44°24'13"E 15.40 FEET TO THE POINT OF BEGINNING.

Have by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name and style of High Mesa Craftsmen Minor Subdivision and do hereby dedicate, grant and convey to the City of Montrose, Colorado, for the use of the public, North Cascade Avenue and Weldon Road as hereon shown

Executed this _____ day of _____, 20____.

Yeager Family Enterprises LLC, A Colorado Limited Liability Company

Jason Yeager, Member

STATE OF COLORADO)
) ss.
COUNTY OF MONTROSE)

The above Certificate of Dedication and Ownership was acknowledged before me on this _____ day of _____, 20____, by _____, the _____ of _____

Witness my hand and official seal. My commission expires _____

Notary (SEAL)

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon. \\DMS14\PROJECTS\ACTIVE PROJECTS\2024\24008--YEAGER N. CASCADE SDA\CSD\24008V_PLAT-MINR.DWG

ATTORNEY'S CERTIFICATE

I, _____, an attorney at Law, duly licensed to practice in Colorado, do hereby certify that I have examined the title of all land herein platted and described in the above Certificate of Ownership and Dedication, and that title to such land is in the owners and dedicators; and that the title to all dedicated property therein described, is free and clear of all liens and encumbrances, except _____

Attorney

Registration No. _____

Date: _____

APPROVAL OF CITY MANAGER

Approved this _____ day of _____, 20____, by _____, Deputy City Manager of the City of Montrose; all conveyance of interests in real property made on this plat are hereby accepted by the City.

Deputy City Manager

CERTIFICATE OF COMPLETED IMPROVEMENTS

I, _____, City Engineer, certify that all improvements and utilities required by the current Subdivision Regulations of the City of Montrose, have been constructed, inspected and approved in this Subdivision in accordance with applicable City ordinances, regulations and specifications.

City Engineer

Registration No. _____

Date: _____

APPROVAL OF CITY ATTORNEY

Approved for recording this _____ day of _____, 20____, by _____, City Attorney of the City of Montrose.

City Attorney

Attny. Reg. No. _____

RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the Clerk and Recorder of Montrose County at _____m. on the _____ day of _____, 20____. Reception No. _____

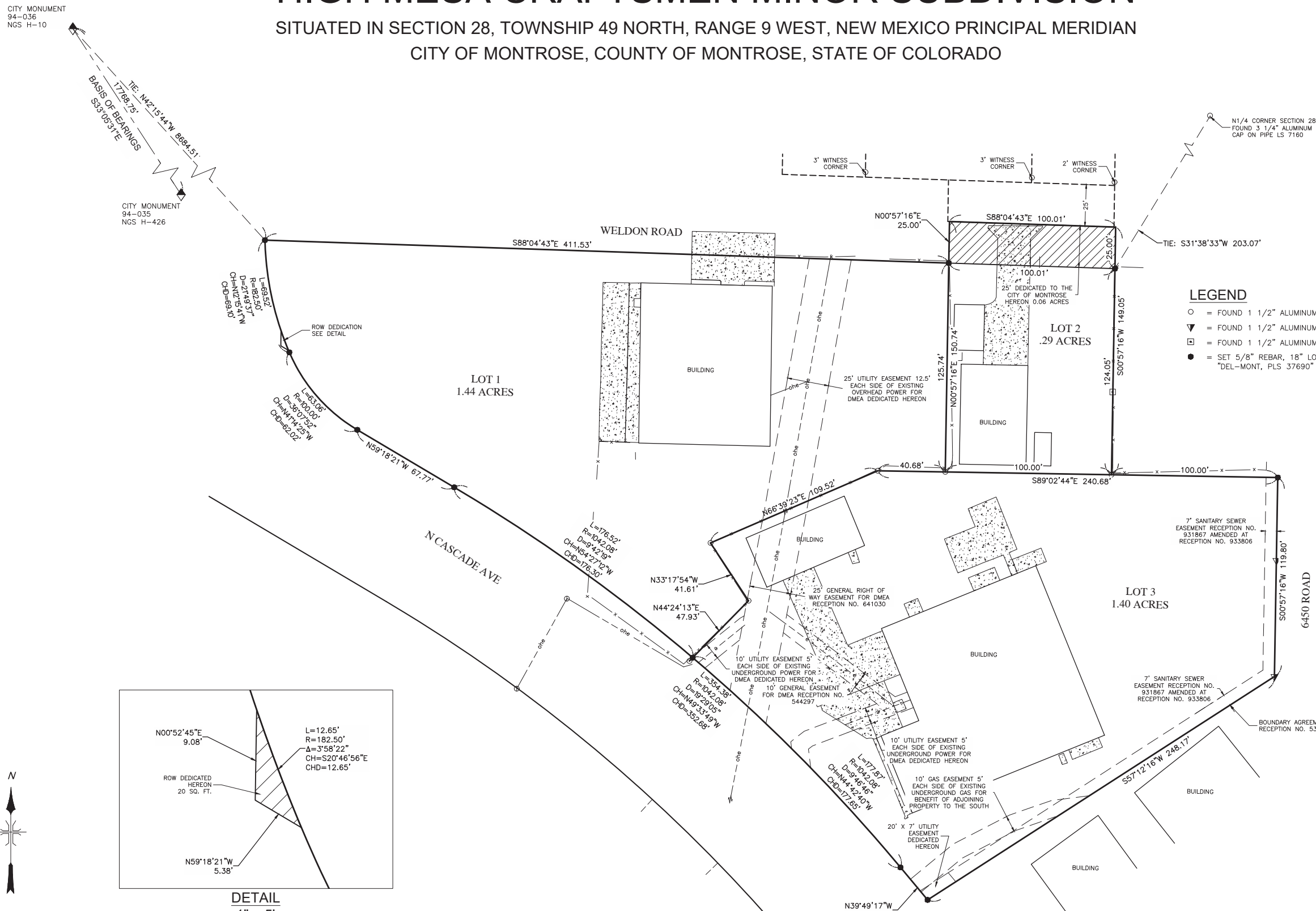
County Clerk & Recorder

by Deputy

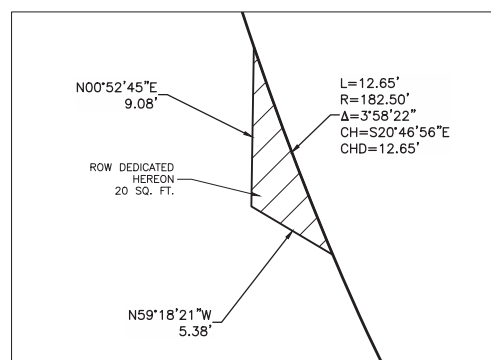
Table with project details: DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING, 125 Colorado Ave., Montrose, CO 81401. Project: HIGH MESA CRAFTSMEN MINOR SUBDIVISION. Client: JASON YEAGER. Date: 2026-01-14. Sheet: 1 of 2. File: 24008V_PLAT-MINR. Job No.: 24008. Type: MINOR.

HIGH MESA CRAFTSMEN MINOR SUBDIVISION

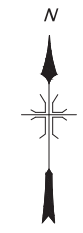
SITUATED IN SECTION 28, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF MONTROSE, COUNTY OF MONTROSE, STATE OF COLORADO



- LEGEND**
- = FOUND 1 1/2" ALUMINUM CAP LS 12180
 - ▼ = FOUND 1 1/2" ALUMINUM CAP LS 16840
 - = FOUND 1 1/2" ALUMINUM CAP LS 9189
 - = SET 5/8" REBAR, 18" LONG, WITH A 1 1/2" ALUMINUM CAP STAMPED "DEL-MONT, PLS 37690"



DETAIL
1" = 5'

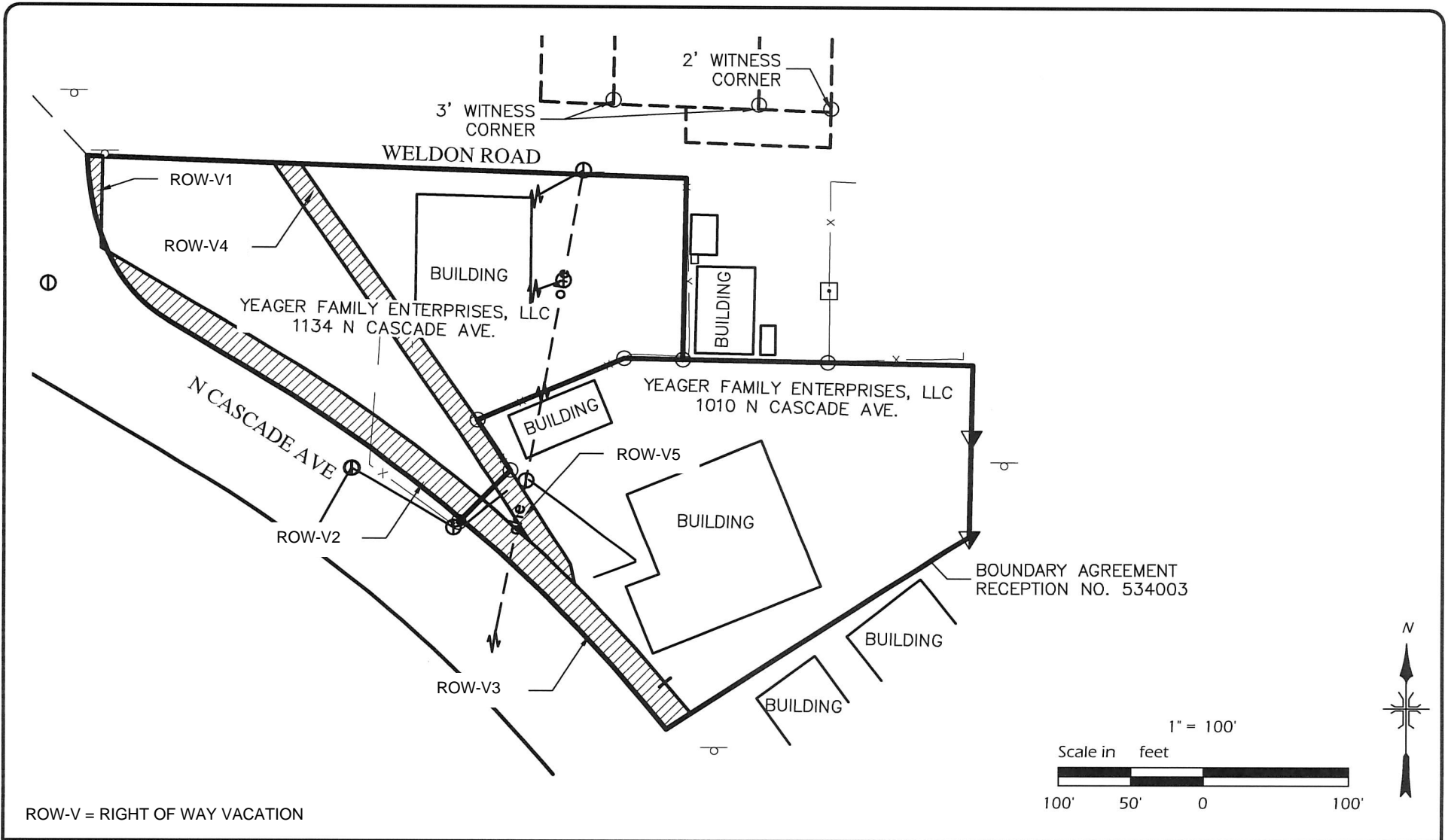


NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

FIELD BOOK		DRAWN BY: DCC		DATE: 2026-01-14	
SHEET: 2 of 2		FILE: 24008V_PLAT-MINR		JOB NO.: 24008	
TITLE: HIGH MESA CRAFTSMEN MINOR SUBDIVISION		CLIENT: JASON YEAGER		ADDRESS & PHONE:	
DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. Montrose, CO 81401 970.248.2251 www.del-mont.com service@del-mont.com					

\\DMS14\PROJECTS\ACTIVE PROJECTS\2024\24008-YEAGER N. CASCADE SDA\CSD\24008V_PLAT-MINR.DWG

EXHIBIT B



ROW-V = RIGHT OF WAY VACATION

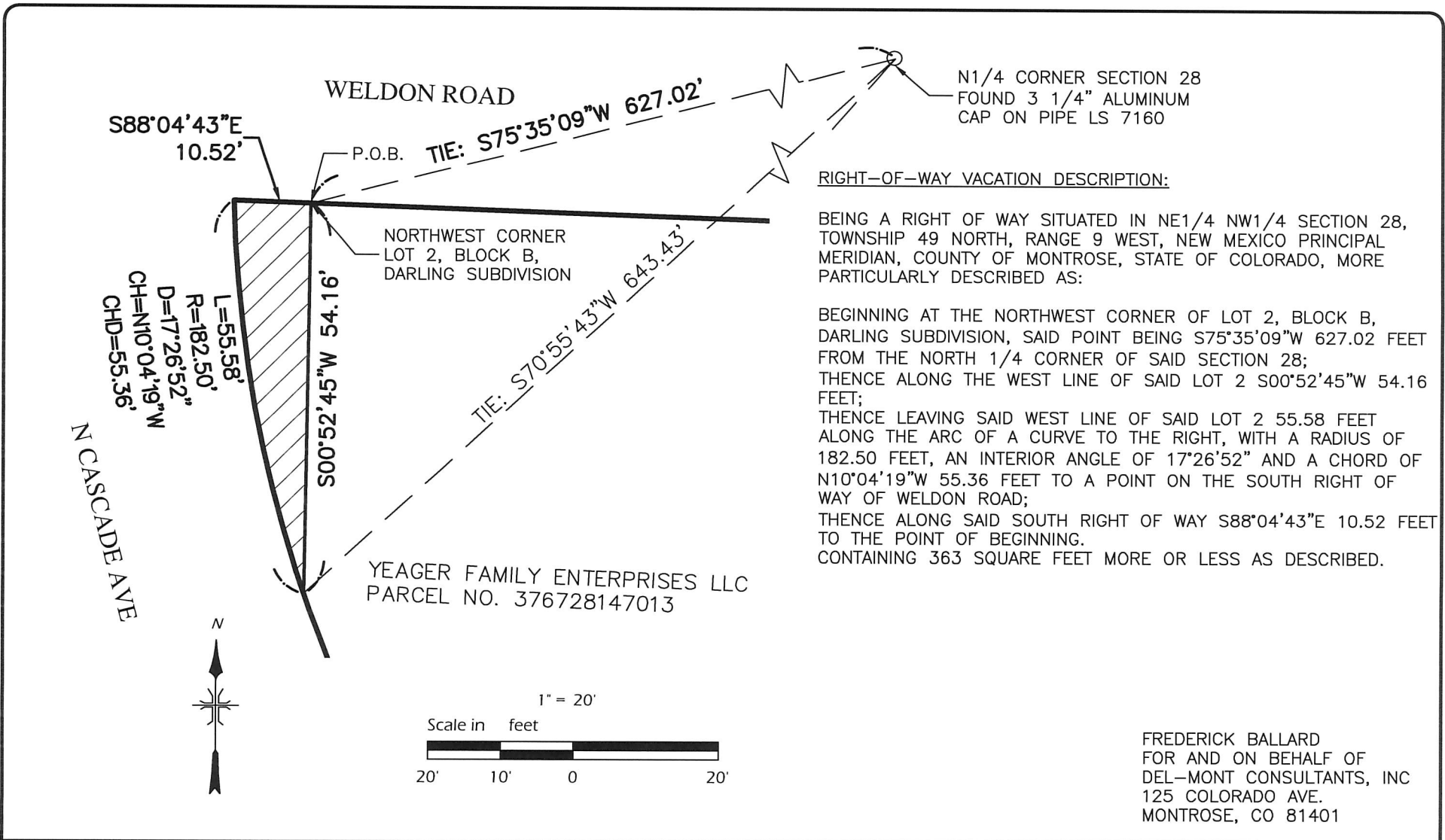
DEL-MONT CONSULTANTS, INC. ENGINEERING ▾ SURVEYING 125 Colorado Ave. ▾ Montrose, CO 81401 ▾ (970) 249-2251 www.del-mont.com ▾ service@del-mont.com	
DESIGNED BY:	SCALE:
DCC	AS NOTED
CHECKED BY:	FILE NAME:
FAB	24008V_EXHIBIT

INDEX MAP
EXHIBIT B
YEAGER N. CASCADE SDA

MONTROSE, CO

JASON YEAGER

D.M. JOB NO.:	24008
DATE ISSUED:	2025-07-14
SHEET:	




RIGHT-OF-WAY VACATION DESCRIPTION:

BEING A RIGHT OF WAY SITUATED IN NE1/4 NW1/4 SECTION 28, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF MONTROSE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, BLOCK B, DARLING SUBDIVISION, SAID POINT BEING S75°35'09"W 627.02 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 28;
 THENCE ALONG THE WEST LINE OF SAID LOT 2 S00°52'45"W 54.16 FEET;
 THENCE LEAVING SAID WEST LINE OF SAID LOT 2 55.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 182.50 FEET, AN INTERIOR ANGLE OF 17°26'52" AND A CHORD OF N10°04'19"W 55.36 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF WELDON ROAD;
 THENCE ALONG SAID SOUTH RIGHT OF WAY S88°04'43"E 10.52 FEET TO THE POINT OF BEGINNING.
 CONTAINING 363 SQUARE FEET MORE OR LESS AS DESCRIBED.

FREDERICK BALLARD
 FOR AND ON BEHALF OF
 DEL-MONT CONSULTANTS, INC
 125 COLORADO AVE.
 MONTROSE, CO 81401

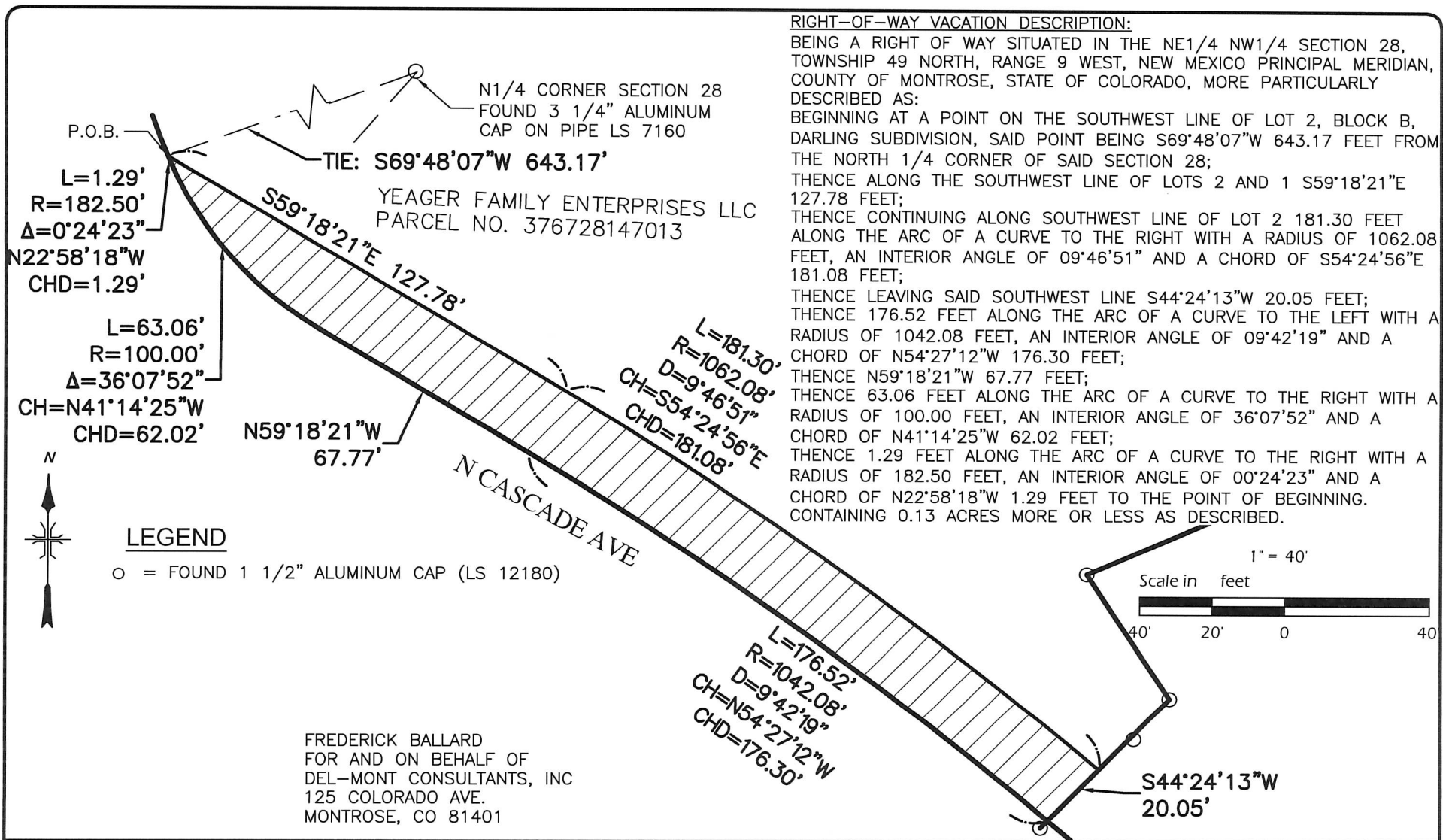
 DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. Montrose, CO 81401 (970) 249-2251 www.del-mont.com services@del-mont.com	
DRAFTED BY:	SCALE:
DCC	AS NOTED
CHECKED BY:	FILE NAME:
FAB	24008V_BDRY

ROW-V1
PARTIAL RIGHT OF WAY VACATION
YEAGER N. CASCADE SDA

MONTROSE, CO

JASON YEAGER

D.M. JOB NO.:	24008
DATE ISSUED:	2025-07-14
SHEET:	

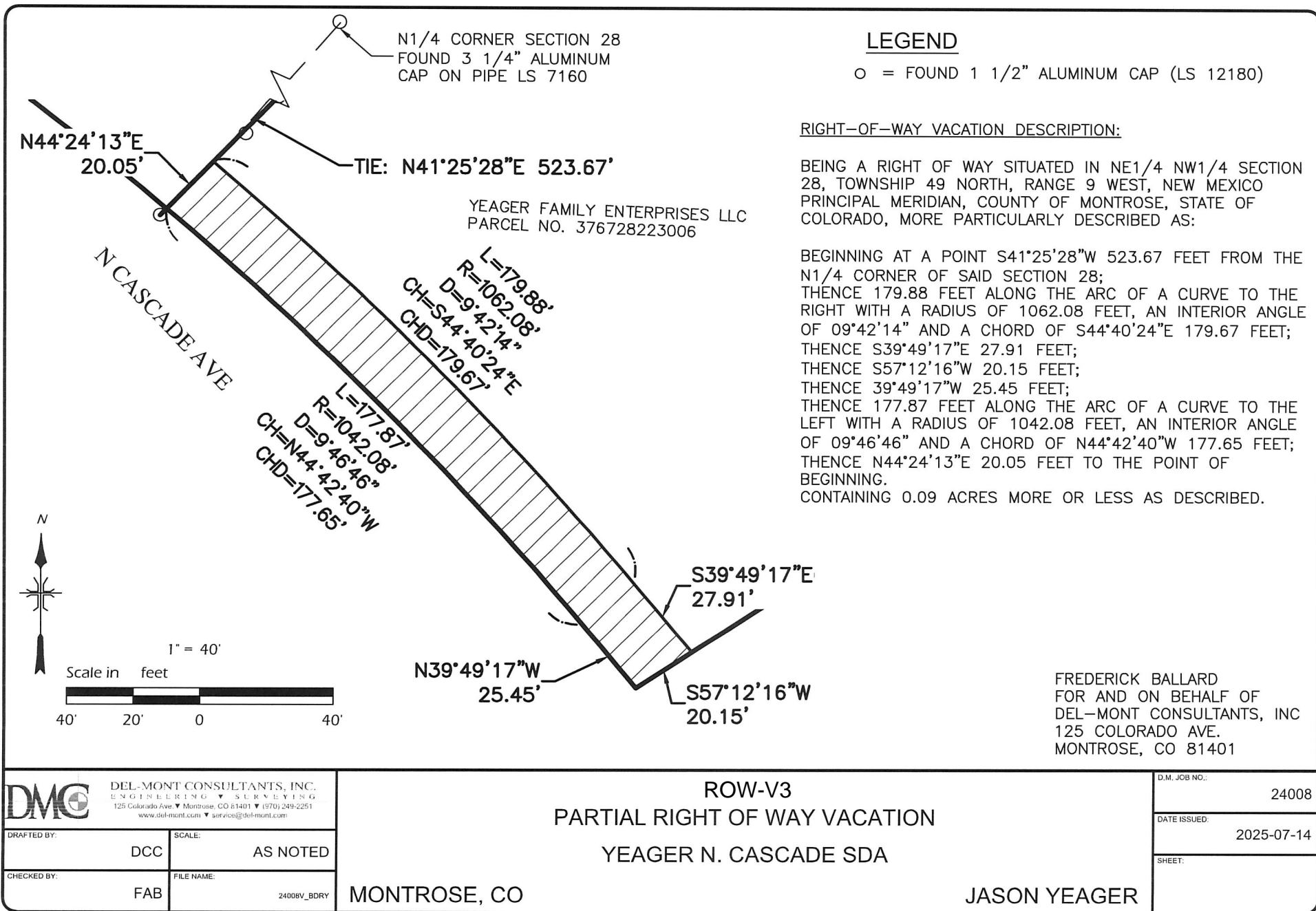


DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. Montrose, CO 81401 (970) 249-2251 www.del-mont.com service@del-mont.com	
DRAFTED BY:	SCALE:
DCC	AS NOTED
CHECKED BY:	FILE NAME:
FAB	24008V_BDRY

ROW-V2
PARTIAL RIGHT OF WAY VACATION
YEAGER N. CASCADE SDA
MONTROSE, CO

JASON YEAGER

D.M. JOB NO.	24008
DATE ISSUED:	2025-07-14
SHEET:	



DEL-MONT CONSULTANTS, INC. ENGINEERING • SURVEYING 125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2251 www.del-mont.com • service@del-mont.com	
DRAFTED BY:	SCALE:
DCC	AS NOTED
CHECKED BY:	FILE NAME:
FAB	2400BV_BDRY

ROW-V3
PARTIAL RIGHT OF WAY VACATION
YEAGER N. CASCADE SDA
MONTROSE, CO

JASON YEAGER

D.M. JOB NO.:	24008
DATE ISSUED:	2025-07-14
SHEET:	

N1/4 CORNER SECTION 28
 FOUND 3 1/4" ALUMINUM
 CAP ON PIPE LS 7160

RIGHT-OF-WAY VACATION DESCRIPTION:

BEING A RIGHT OF WAY SITUATED IN NE1/4 NW1/4 SECTION 28, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF MONTROSE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, BLOCK A, DARLING SUBDIVISION, SAID POINT BEING S71°11'14"W 498.13 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 28;
 THENCE ALONG THE NORTHEASTERLY LINE OF THE CCC WALKWAY AND PIPELINE THE FOLLOWING TWO (2) COURSES:
 1. S34°27'50"E 215.07 FEET;
 2. S33°17'54"E 41.61 FEET;
 THENCE S44°24'13"W 15.40 FEET TO THE SOUTHWEST SIDE OF THE SAID CCC WALKWAY AND PIPELINE;
 THENCE THE FOLLOWING THREE COURSES ALONG SAID SOUTHWEST SIDE:
 1. N32°35'21"W 3.37 FEET;
 2. N33°14'41"W 44.74 FEET;
 3. N34°27'50"W 225.98 FEET TO THE SOUTH RIGHT OF WAY OF WELDON ROAD;
 THENCE ALONG SAID SOUTH RIGHT OF WAY S88°04'43"E 18.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.09 ACRES MORE OR LESS AS DESCRIBED.

FREDERICK BALLARD
 FOR AND ON BEHALF OF
 DEL-MONT CONSULTANTS, INC
 125 COLORADO AVE.
 MONTROSE, CO 81401

S88°04'43"E
 18.63'

P.O.B.

WELDON ROAD

TIE: S71°11'14"W 498.13'

YEAGER FAMILY ENTERPRISES LLC
 PARCEL NO. 376728147002

YEAGER FAMILY ENTERPRISES LLC
 PARCEL NO. 376728147013

S34°27'50"E 215.07'
 N34°27'50"W 225.98'

S33°17'54"E
 41.61'

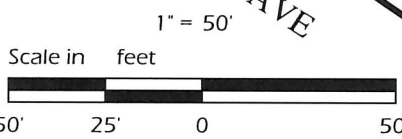
N33°17'54"W
 41.37'

N32°35'21"W
 3.37'

S44°24'13"W
 15.40'



N CASCADE AVE



LEGEND

○ = FOUND 1 1/2" ALUMINUM CAP (LS 12180)

DMC DEL-MONT CONSULTANTS, INC.
 ENGINEERING SURVEYING
 125 Colorado Ave. Montrose, CO 81401 (970) 249-2251
 www.del-mont.com service@del-mont.com

DRAFTED BY: DCC SCALE: AS NOTED

CHECKED BY: FAB FILE NAME: 2400BV_BDRY

ROW-V4
 PARTIAL RIGHT OF WAY VACATION

YEAGER N. CASCADE SDA

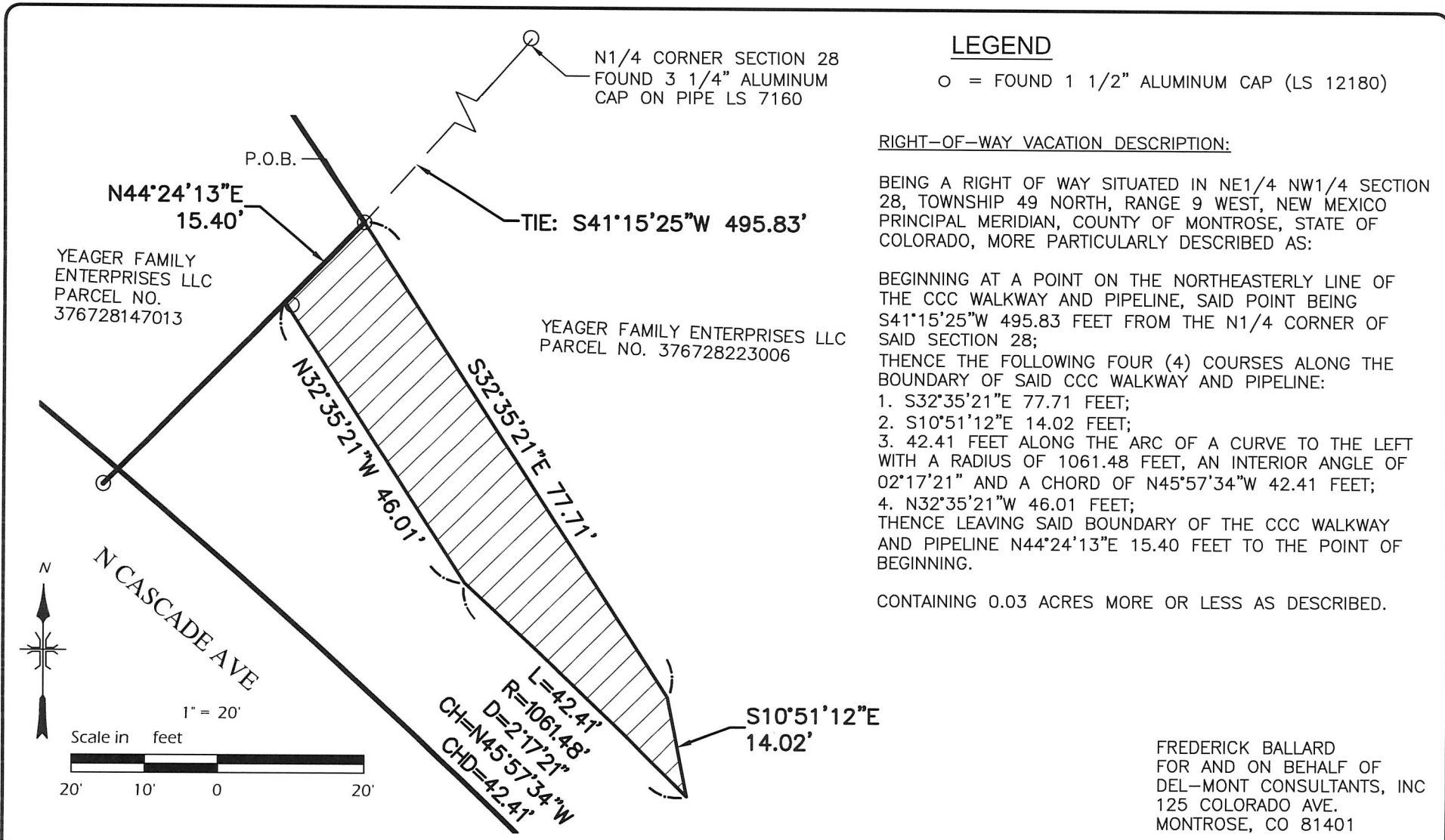
MONTROSE, CO

JASON YEAGER

D.M. JOB NO.: 24008

DATE ISSUED: 2025-07-14

SHEET:



LEGEND

○ = FOUND 1 1/2" ALUMINUM CAP (LS 12180)

RIGHT-OF-WAY VACATION DESCRIPTION:

BEING A RIGHT OF WAY SITUATED IN NE1/4 NW1/4 SECTION 28, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF MONTROSE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF THE CCC WALKWAY AND PIPELINE, SAID POINT BEING S41°15'25"W 495.83 FEET FROM THE N1/4 CORNER OF SAID SECTION 28;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID CCC WALKWAY AND PIPELINE:

1. S32°35'21"E 77.71 FEET;
 2. S10°51'12"E 14.02 FEET;
 3. 42.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1061.48 FEET, AN INTERIOR ANGLE OF 02°17'21" AND A CHORD OF N45°57'34"W 42.41 FEET;
 4. N32°35'21"W 46.01 FEET;
- THENCE LEAVING SAID BOUNDARY OF THE CCC WALKWAY AND PIPELINE N44°24'13"E 15.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES MORE OR LESS AS DESCRIBED.

FREDERICK BALLARD
FOR AND ON BEHALF OF
DEL-MONT CONSULTANTS, INC
125 COLORADO AVE.
MONTROSE, CO 81401

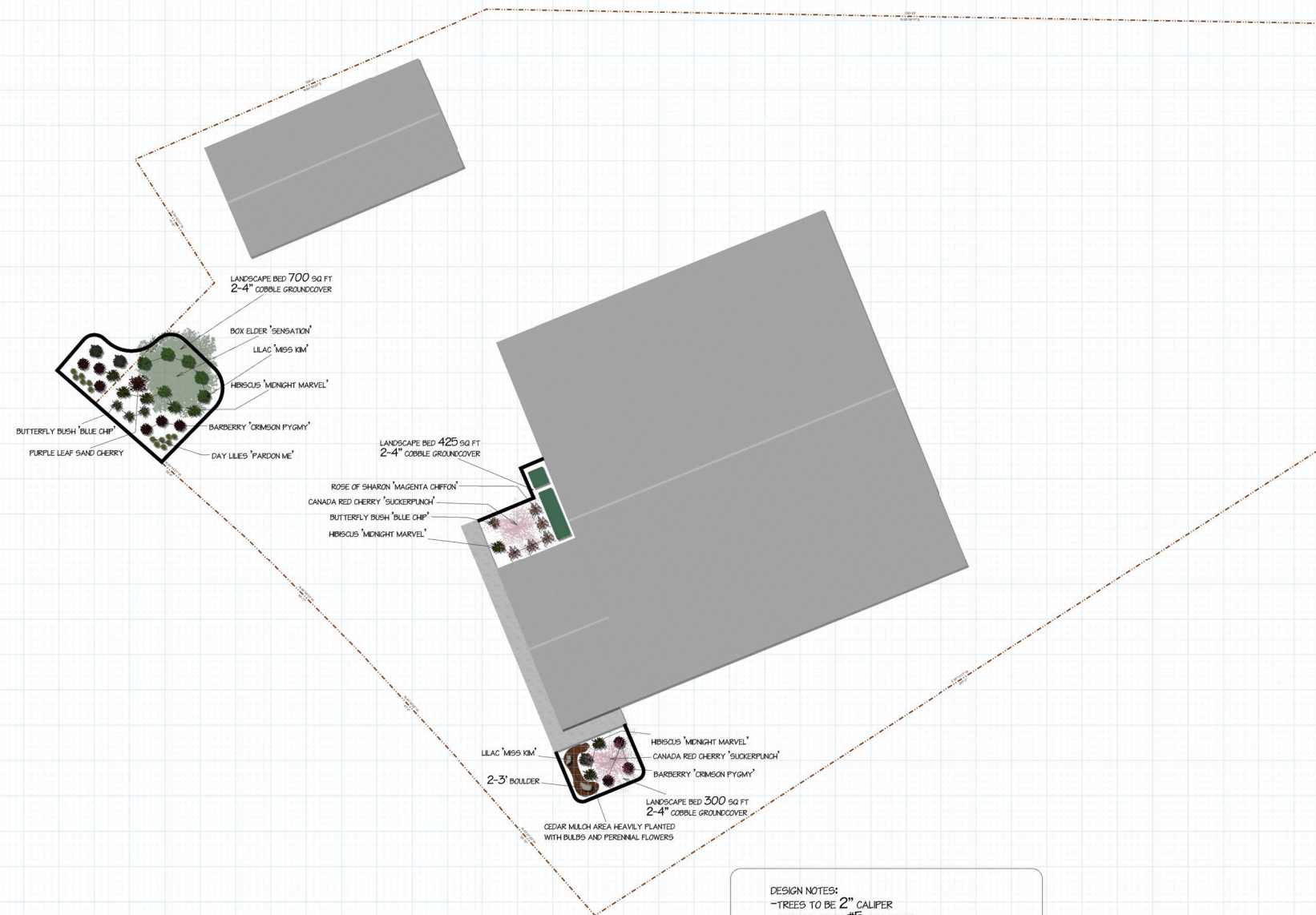
DMC		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. Montrose, CO 81401 (970) 249-2251 www.del-mont.com service@del-mont.com	
DRAFTED BY:	DCC	SCALE:	AS NOTED
CHECKED BY:	FAB	FILE NAME:	24008V_BDRY

ROW-V5
PARTIAL RIGHT OF WAY VACATION
YEAGER N. CASCADE SDA
MONTROSE, CO

JASON YEAGER

D.M. JOB NO.:	24008
DATE ISSUED:	2025-07-14
SHEET:	

EXHIBIT C

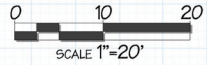


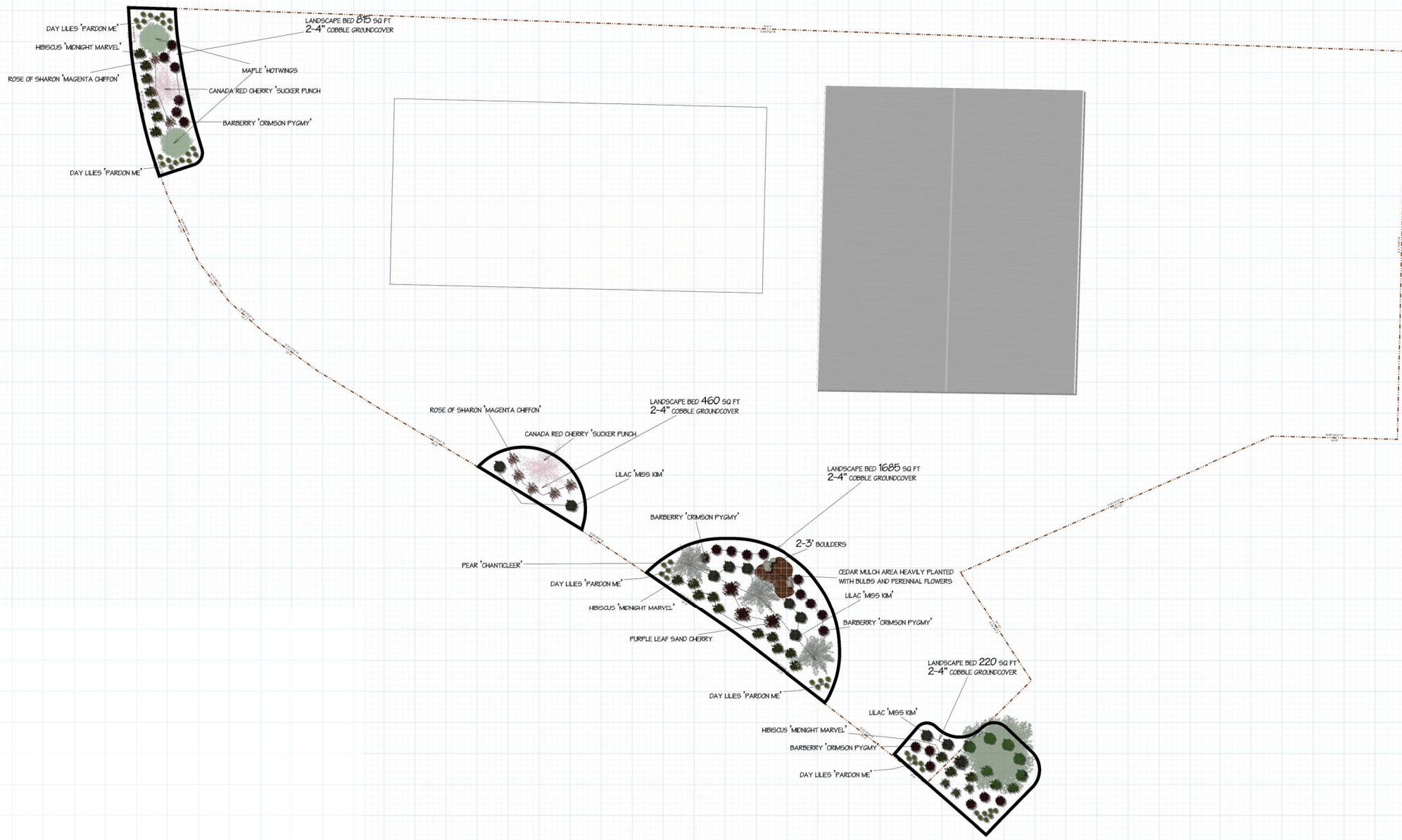
DESIGN NOTES:
 -TREES TO BE 2" CALIPER
 -SHRUBS TO BE #5 CONTAINER
 -DEWITT PRO 5 WEEDBARRIER OR EQUIVALENT TO BE USED UNDER COBBLE GROUNDCOVER
 -SOIL BACKFILL FOR PLANT MATERIAL TO BE AMENDED WITH 1/3 NUTRIMULCH OR EQUIVALENT
 -AUTOMATIC DRIP IRRIGATION TO BE INSTALLED TO WATER ALL PLANT MATERIAL.

LANDSCAPE PLAN
 HIGH MESA CRAFTSMEN
 1010 N. CASCADE AVE
 MONTROSE, CO 81401



PAGE 1 OF 1
 PHONE NUMBER: (970) 275-3832
 E-MAIL: RYAN@HERMOSALANDSCAPE.COM



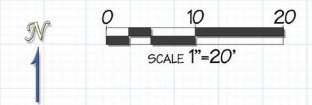


DESIGN NOTES:
 -TREES TO BE 2" CALIPER
 -SHRUBS TO BE #5 CONTAINER
 -SHRUBS TO BE #5 WEEDBARRIER OR EQUIVALENT TO BE USED UNDER COBBLE GROUNDCOVER
 -SOIL BACKFILL FOR PLANT MATERIAL TO BE AMENDED WITH 1/3 NUTRIMULCH OR EQUIVALENT
 -AUTOMATIC DRIP IRRIGATION TO BE INSTALLED TO WATER ALL PLANT MATERIAL.

LANDSCAPE PLAN
 HIGH MESA CRAFTSMEN
 TBD N. CASCADE AVE
 MONTROSE, CO 81401



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CITY OF MONTROSE
Planning Services

MEMO

TO: City Council
FROM: Jace Hochwalt, Community Development Director
DATE: March 16, 2026
RE: Lease Agreement for 703 S. 9th Street

ATTACHMENTS

- Exhibit A: Draft Lease Agreement

City Council Consideration:

City Council is considering approval of a lease agreement for the City-owned facility located at 703 S. 9th Street with Access Early Education Foundation for the purpose of operating a childcare center.

Project Overview:

The City of Montrose owns the facility located at 703 S. 9th Street, which was previously leased to the Montrose County School District through the end of the 2024–2025 school year. Following the district’s relocation in July 2025, the City initiated renovations to repurpose the approximately 4,200-square-foot building into a licensed childcare facility. Construction is now nearing completion, with an opening scheduled the first week of May.

City Council approved an operator agreement with Access Early Education Foundation at the October 7, 2025 City Council meeting, and that agreement was signed on December 18, 2025. With construction substantially complete and furniture installation underway, staff is now seeking to finalize the lease agreement for the facility. The proposed lease supports the City’s broader effort to expand childcare capacity in Montrose by leveraging an existing municipal asset. It will allow the nonprofit operator to occupy and manage the facility while the City retains ownership of the property and continues to support the community childcare initiative.

Under the proposed terms, the City will lease the building to Access Early Education Foundation at a nominal rate in order to support the long-term sustainability of the childcare program. The City will also cover the majority of the facility’s utility costs as part of its overall investment in the project. This structure is intended to reduce operational overhead for the provider and help ensure the facility can provide high-quality childcare services to local families. Additionally, all



furniture and equipment purchased for the facility will remain with the building should the lease terminate.

The initial lease term will be five years, consistent with the approved operator agreement. During this period, Access Early Education Foundation will be responsible for the day-to-day use and management of the facility in accordance with the lease terms and all applicable regulatory requirements. This arrangement allows the City to maintain ownership and oversight of the asset while partnering with an experienced nonprofit provider to deliver childcare services to the community.

Recommendation:

City staff recommends approval of the lease for 703 S. 9th Street to Access Early Education Foundation.



COLORADO COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (“Lease” or “Agreement”) is made and effective this ____ day of _____, 2026, by and between the **CITY OF MONTROSE**, State of Colorado, a Colorado home rule municipal corporation, whose address is 400 E. Main St., P.O. Box 790, Montrose, Colorado 81402-0790, hereinafter referred to as "City" and **ACCESS EARLY EDUCATION FOUNDATION**, a Colorado nonprofit corporation, whose address is 354 Echo Canyon Ct., Grand Junction, CO 81507, (“Lessee”); the aforementioned entities may sometimes be collectively referred to as the (“Parties”).

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **BASIC TERMS.** The following basic terms are hereby approved by the parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below:

Commencement Date:	March 17, 2026
Term of Lease:	Ending on March 31, 2031
Base Rent:	\$10/month
Additional Rent:	Taxes, if any Insurance Utilities Premises Maintenance Security System Monitoring and Maintenance, if any
Permitted Use of Premises:	Child Care Facility
Advance rent:	\$0.00
Security Deposit:	\$0.00

2. **PURPOSE.** Lessor and Lessee entered into an Operator Agreement on December 18, 2025 to operate a Childcare Facility to benefit Lessor, its partner public and nonprofit entities, and the community. This Lease was contemplated by such Agreement. If that Agreement is terminated at any point during the term of this Lease, the Lease shall immediately terminate.
3. **DESCRIPTION OF PREMISES.** Lessor leases to Lessee the building located at 709 S. 9th St., Montrose, Colorado, 81401 (hereinafter referred to as, the “Premises”).
4. **RENT.** The monthly rent shall be \$10.00. This shall be construed always as a monthly tenancy.
5. **SECURITY DEPOSIT.** A security deposit in the amount of \$0.00 is held by Lessor.
6. **FURNITURE.** All furniture, appliances, and appurtenances on the Premises are the property of Lessor and shall remain on the Premises at termination of the Lease.
7. **USE OF PREMISES.** The Premises are to be used for the purpose set forth in Section 1 above. It shall be the burden of Lessee to ensure that it may lawfully conduct its intended business on the Premises with any local or governmental authority. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Lessee for any purpose other than the Permitted Use. Lessee covenants that Lessee will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, or municipal authority and will not do anything on or in the Premises in contravention of any of them.
8. **RESTRICTIONS ON USE.** Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the Premises, and shall comply with all requirements of the insurers applicable to the Premises necessary to keep in force the fire and liability insurance.
9. **WASTE, NUISANCE, OR UNLAWFUL ACTIVITY.** Lessee shall not allow any waste or nuisance on the Premises, or use or allow the Premises to be used for any unlawful purpose.
10. **REPAIRS AND MAINTENANCE.** Lessee shall be responsible for maintaining/repairing the Premises in at its expense with the exception of the following: Lessor shall maintain/repair major plumbing issues, major HVAC issues, and major roofing/interior and exterior walls/foundation if Lessor has the resources to do so and is on notice of the necessity or repair.

If Lessor is unable to secure funding for the repair, Lessee may opt to repair/maintain such items at its sole expense or may terminate its tenancy and vacate within 15 days. Lessee shall keep the Premises free of ice and snow and debris. Lessor reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the building from time to time. In the exercise of those rights, Lessor shall minimize any interference with Lessee's use of the Premises and ensure that direct entrance to and exit from the Premises is maintained. Lessee shall be responsible also at its sole expense for landscaping maintenance.

11. IMPROVEMENTS TO PREMISES. Lessee shall make no improvements or alterations to the Premises without written approval by Lessor. If Lessee does make improvements without consent, Lessee is in breach of the Lease. If Lessee does make improvements with or without written consent, any such improvements shall become permanent fixtures to the Premises and may not be removed from the Premises upon abandonment, eviction, or the termination of any tenancy contemplated herein. Lessee assumes this risk and has contemplated it prior to any improvement or alteration of the Premises. In the event that Lessee does make alterations or improvements, Lessee agrees to abide by all codes, ordinances, variances, permitting requirements, etc. which apply to the Premises. It shall use an experienced engineer to monitor and approve any alteration or modification of the Premises as the building of a certain age and condition.
12. ENTRY ON PREMISES BY LESSOR. Lessor reserves the right to enter on the Premises at any time without prior written notice to Lessee to inspect them, perform required maintenance and repairs, or make additions, alterations, or modifications to any part of the building in which the premises are located, and Lessee shall permit Lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the Premises, or loss of occupation thereof.
13. UTILITIES. Lessor shall arrange and pay for utilities furnished to the Premises for the term of this Lease, including electricity, gas, water, sewer, waste removal. Lessee will be responsible for telephone and internet. Lessee shall not use any equipment or device that utilizes excessive electrical energy or which may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services.
14. PARTIAL DESTRUCTION OF PREMISES. Partial destruction of the Premises shall not render this Lease void or voidable, nor terminate it except as herein provided. If the Premises are partially destroyed during the term of this Lease, Lessor shall repair them when such repairs can be made in conformity with governmental laws and regulations, within 30 days of the partial destruction. Written notice of the intention of Lessor to repair shall be given to Lessee within 10 days after any partial destruction. Rent will be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the premises by Lessee. If the repairs cannot be made within the time specified above, Lessor shall have the option to make them within a reasonable time and continue this Lease in effect with proportional rent rebate to Lessee as provided for herein. If the repairs cannot be made in 30 days, and if Lessor does not elect to make them within a reasonable time, either party shall have the option to terminate this Lease.
15. NONLIABILITY OF LESSOR FOR DAMAGES. Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the Premises by Lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased Premises during the term of this Lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature. The Lessee agrees to indemnify and hold harmless the City, its elected officials, officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other losses of any kind whatsoever, which arise out of or are in any manner connected with this Lease, if such injury, loss, or

damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Lessee, or any officer, employee, representative, or agent of the Lessee, or which arise out of any workers' compensation claim of any employee of the Lessee. The Lessee shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims and demands, and bear all other costs and expenses related thereto, including court costs and attorney fees. The obligation of this Paragraph shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City, its elected officials, officers, or its employees. The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.*

16. INSURANCE.

16.1. Liability Insurance.

Carried by Lessee. Lessee shall obtain and keep in force a Commercial General Liability Policy protecting Lessee and Lessor against claims for bodily injury, personal injury and property damage based upon or arising out of the use, occupancy or maintenance/repair of the Premises and all areas appurtenant. Lessee thereto. Such insurance shall be written on an occurrence basis in an amount not less than \$1,000,000 per occurrence. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contracts" for the performance of Lessee's indemnity obligations under this Lease. In addition, Lessee shall at all times maintain in force a general liability policy in an amount of \$3,000,000.00, insuring against excess losses by reason of risks insured against under the above-described primary policy. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessor shall be named as an additional insured under such liability policies. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), and blanket contractual.

16.2. Insurance Policies.

Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, X, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Commencement Date, or Lessee's early access to the Premises, deliver to Lessor certificates evidencing the existence and amounts of the insurance required to be maintained by Lessee hereunder. No such policy shall be cancelable except after ten (10) days' prior written notice to Lessor. Lessee shall furnish Lessor with certificates as evidence of renewals and shall continue to provide such certificates during the Term of this Lease upon the written request of Lessor therefor. Such policies shall be for a term of at least five years, or the length of the remaining Term of this Lease, whichever is less. Lessee shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to City. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage.

- (a) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Lease.

- (b) The policy coverage as required above shall be endorsed to include the City, its officers, agents and employees as additional insured. Every policy required above shall be primary insurance and any insurance carried by the City or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Lessee. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Lessee shall be solely responsible for any deductible losses under any policy required above.
- (c) The certificate of insurance shall be completed by the Lessee's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to execution hereof. Failure on the part of the Lessee to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this Lease. City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- (d) Lessee shall provide renter's insurance at Lessee's expense on the premises, adequate to cover any damage to the Leased Premises in connection with Lessee's use thereof under the terms of this Lease.

16.3. Waiver of Subrogation.

Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried, or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

16.4. Indemnity.

Except for Lessor's negligence or willful misconduct (which shall include the negligence and willful misconduct of Lessor's employees, property or asset managers, agents, representatives, contractors and invitees), Lessee shall indemnify, protect, defend and hold harmless the Lessor from and against any and all claims, damages, liens, judgments, penalties, reasonable attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Notwithstanding any other provision that may be contained in this Lease, under no circumstances shall Lessee be liable for or obligated to pay or discharge any indirect, special, punitive, incidental or consequential damage.

16.5. Hazardous Substances.

- (a) Restrictions on Use. For purposes of this Lease, the term "Hazardous Substance" means any flammable substance, explosives, radioactive materials, hazardous or toxic substances, materials or waste which are defined as or included within the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" which, as of the Commencement Date or at any time thereafter, are regulated under any Applicable Laws, including, without limitation, petroleum-based products, lead-based products, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical substances, asbestos, asbestos-containing materials, polychlorinated biphenyls and similar compounds. Lessee shall not

cause or permit any Hazardous Substances to be generated, produced, used, stored, treated or disposed of in or about the Premises by Lessee in violation of any Applicable Laws. Notwithstanding the foregoing, it is understood and agreed that Lessee may use any ordinary and customary materials reasonably required to be used, or appropriate for use, in the normal course of the Permitted Use, so long as such use is in compliance with all Applicable Laws, and does not expose the Premises or any neighboring property to any meaningful risk of contamination or damage.

- (b) Duty to inform Lessor. If Lessee becomes aware that a Hazardous Substance has been released in, on, under or about the Premises by Lessee or anyone acting by or through Lessee in violation of any Applicable Laws, Lessee shall promptly give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which is in Lessee's possession concerning the presence of such Hazardous Substance.
- (c) Lessee Remediation. If Lessee shall cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises in violation of any Applicable Laws (including through the plumbing or sanitary sewer system), then Lessee shall promptly, at Lessee's expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term, by or for Lessee. Lessee's obligation to remediate any such contamination shall be deemed conclusively to have been satisfied once the contamination has been reduced below applicable regulatory action levels.
- (d) Lessor Indemnification. Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees, agents, representatives, lenders and sublessee, harmless from and against any and all claims, damages (including, without limitation, costs of remediation), liabilities, judgments, penalties, fines, expenses, and reasonable attorneys' and consultants' fees arising out of or involving any Hazardous Substances which (i) existed on, in or under the Project, or any portion thereof, prior to Lessee's occupancy of the Premises, (ii) are spilled or released upon any portion of the Project by any person other than Lessee or Lessee's agents, employees, representatives, contractors, sublessee or invitees, or (iii) are caused by the negligence or willful misconduct of Lessor, or its agents, employees, contractors or invitees. Lessor's obligations hereunder shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or earlier termination of this Lease.
- (e) Investigation and Remediations. Lessor shall retain the sole responsibility, and shall pay for, any monitoring, investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Project prior to Lessee's occupancy of the Premises. Lessee shall cooperate reasonably in any such activities at the request of Lessor (but at no cost to Lessee), including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's monitoring, investigative and remedial responsibilities. Prior to the execution and delivery of this Lease, Lessor has disclosed to Lessee in writing the existence and location of any groundwater monitoring wells, methane gas monitoring systems, vapor extraction systems, or similar monitoring or remediation equipment installed at the Premises. Lessor agrees to provide Lessee with copies of any environmental reports

performed by Lessor or in Lessor's possession, custody or control with respect to the Premises.

- (f) Termination Option. In the event that during the Term any Hazardous Substances shall be released or spilled in, on, under or about the Premises (and the release or spill is not the result of any act or omission by Lessee), and as a result thereof, Lessee reasonably concludes that the continued occupancy of the Premises could expose Lessee's employees, sublessees, or invitees to any significant health risk, or could expose Lessee to any clean-up or other remediation obligation, Lessee shall have the right to terminate this Lease upon the delivery of a written notice of termination to Lessor.

17. REAL PROPERTY TAXES. As used herein, the term "Real Property Taxes" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond(s) or rental levy or tax (other than inheritance, income, franchise or estate taxes) imposed upon or levied against the Premises by any authority having the direct or indirect power to tax, including any city, county, state or other local taxing authority of a jurisdiction within which the Premises are located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring during the Term of this Lease, including but not limited to, a change in the ownership of the Premises. Lessee shall pay the Real Property Taxes applicable to the Premises during the Term of this Lease. All such payments shall be made prior to any applicable delinquency date.
18. OTHER TAXES. The Lessee shall be responsible for collecting all sales and use tax associated with the business related to taxable sales made upon the leased premises, and submitting said tax to the City, and keeping appropriate books and records thereof, pursuant to applicable City Ordinances and Regulations. Payment of sales and use taxes to the City shall be a material provision of this Lease.
19. ASSIGNMENT, SUBLEASE, OR LICENSE. Any assignment or sublease shall first be approved in writing by the Lessor herein, which approval shall not be unreasonably withheld. The Lessee shall provide a copy of the sub-lease agreement to the Lessor. Nothing in the sub-lease agreement shall supersede or contradict the terms described in this original lease agreement. Any purported assignment, sublease, or license entered into without Lessor's written consent is void.
20. PARKING. During the term of this Lease, Lessee shall have the non-exclusive use in common with Lessor, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas in reasonable proximity to the Building, for Lessee and Lessee's agents and employees.
21. BREACH. The appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessee, any action taken or allowed to be taken by Lessee under any bankruptcy act, or the failure of Lessee to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Lessee shall have 5 days after receipt of written notice from Lessor of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the 5-day period, Lessee shall have a reasonable time to correct the default if action is commenced by Lessee within 30 days after receipt of the notice.
22. REMEDIES OF LESSOR FOR BREACH BY LESSEE. Lessor shall have the following remedies in addition to its other rights and remedies in the event Lessee breaches this Lease and fails to make corrections in the time permitted under this Lease:
- a. Lessor may terminate the Lease on giving 10 days' written notice of termination to Lessee. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Premises and the worth of the balance of this Lease over the reasonable rental value

of the premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.

b. After re-entering, Lessor may relet the Premises or any part thereof for any term without terminating the Lease, at such reasonable rent and on such reasonable terms. Lessor may make alterations and repairs to the Premises. The duties and liabilities of the parties of the premises are relet as provided herein shall be as follows:

i. In addition to Lessee's liability to Lessor for breach of the Lease, Lessee shall be liable for all expenses of the reletting, for the repairs made, and for the difference between the rent received by Lessor under the new Lease and the rent installments that are due for the same period under this Lease.

ii. Lessor at its option shall have the right to apply the rent received from reletting the premises (1) to reduce Lessee's indebtedness to Lessor under Lease, not including indebtedness for rent, (2) to expenses of the reletting and repairs made, (3) to rent due under this Lease, or (4) to payment of future rent under this Lease as it becomes due.

c. **If Lessee is in default in the payment of any money**, whether hereby expressly reserved or deemed as rent, or any part thereof, and such default continues following any specific due date on which Lessee is to make such payment, or in the absence of such specific due date, for the 3 days following written notice by Lessor requiring Lessee to pay the same then, at the option of Lessor, this Lease may be terminated and Lessor may without further notice or any form of legal process whatever forthwith reenter the Premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.

d. Unless otherwise provided for in this Lease, **if Lessee does not observe, perform and keep each and every of the non-monetary covenants**, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by Lessee and persists in such default, after 3 days following written notice from Lessor requiring that Lessee remedy, correct or comply at the option of Lessor, this Lease may be terminated upon 3 days' notice and Lessor may without further notice or any form of legal process whatever forthwith reenter the premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.

e. If and whenever: Lessee's leasehold interest hereunder, or any goods, chattels or equipment of Lessee located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against Lessee or Lessee will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of Lessee; or Lessee fails to commence, diligently pursue and complete Lessee's work to be performed pursuant to any agreement to lease pertaining to the premises or vacate or abandon the premises, or fail or cease to operate or otherwise cease to conduct business from the premises, or use or permit or suffer the use of the premises for any purpose other than as permitted herein, or make a bulk sale of all of its goods and assets which has not been consented to by Lessor, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the premises other than in the routine course of its business; or then, and in each such case, at the option of Lessor, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and Lessor may without notice or any form of legal process whatever forthwith reenter

the premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.

f. In the event that Lessor has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of Lessee under this Lease will terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

g. **Termination by Lessee** – Lessee may elect, during the pendency of the lease period, to terminate the Lease Agreement at will should it be determined by its agents that business necessity and convenience require it to do so. Termination of this Lease shall require written notice **Ninety (90) days** in advance from the Lessee, to be served by the Lessee at its own expense upon the Lessor. No verbal representation of any kind by either party shall be acceptable in lieu of written notice to terminate. Nor shall any verbal representation by Lessor/Agent be acceptable as authorization for premature termination by Lessee. In the event that Lessee exercises this clause to terminate the Lease, on the expiration of the time period fixed in the ninety day notice, if any, this Lease and the right, title, and interest of Lessee under this Lease will terminate in the same manner and with the same force and effect, except as to Lessee's liability under other provisions of this agreement and applicable law, as if the date fixed in the notice of termination were the end of the Lease.

23. NOTICE. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by hand delivery, or via United States certified mail, return receipt requested, addressed as follows:

If to Lessor to:

City of Montrose
Attn: Community Development Director
400 East Main Street
P.O. Box 790
Montrose, Colorado 81402-0790

Or

City of Montrose
City Attorney
400 East Main Street
P.O. Box 790
Montrose, CO 81402-0790

If to Lessee to:

Access Early Education Foundation
Attn: Jennifer Knott
354 Echo Canyon Ct.
Grand Junction, CO 81507

Lessor and Lessee shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

24. ATTORNEYS' FEES. If either party commences an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition, the prevailing party shall recover reasonable attorneys' fees in arbitration or litigation.
25. HOLDING OVER. At the end of the Term specified in Paragraph 1, Lessee shall be considered a holdover Lessee and shall be bound under the essential terms of this Lease. The Base Rent shall be \$10.00 per month.
26. RIGHT TO SHOW PREMISES. Lessee acknowledges that Lessor or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice Lessee will permit to remain on them.
27. QUIET POSSESSION. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the entire Term hereof. This is qualified and subject to any action by Lessee to, with Lessor's approval, enter into any sublease or assignment pursuant to paragraph 19 of this Lease Agreement.
28. WAIVER OF CONSEQUENTIAL DAMAGES. Anything to the contrary in the Lease notwithstanding, Parties hereby waives any consequential damages, compensation or claims for inconvenience of loss of business, rents or profits as a result of any injury or damage, whether or not caused by the willful or wrongful act of Lessor or Lessee or its representatives, agents or employees.
29. SEVERABILITY. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
30. AMENDMENT OF LEASE. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party
31. NO WAIVER. No provision of this Lease will be deemed to have been waived by Lessor or Lessee unless a written waiver from Lessor or Lessee, respectively, has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by Lessor on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by Lessor or in any way to defeat or affect the rights and remedies of Lessor.
32. LESSOR MAY PERFORM. If Lessee fails to observe, perform or cause any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, Lessor may, but will not be obligated to, at its discretion and without prejudice, rectify the default of Lessee. Lessor will have the right to enter the Premises for the purpose of correcting or remedying any default of Lessee and to remain until the default has been corrected or remedied. However, any expenditure by Lessor incurred in any correction of a default of Lessee will not be deemed to waive or release Lessee's default or Lessor's right to take any action as may be otherwise permissible under this Lease in the case of any default.
33. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. Venue shall be in Montrose County, Colorado.
34. GENERAL PROVISIONS
 - a. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
 - b. All sums payable by Lessee to Lessor pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by Lessor as rental arrears.

- c. Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the Leased Premises.
- d. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- e. This Agreement may be executed in counterparts.
- f. Time will be of the essence of this Agreement.
- g. This Lease will constitute the entire agreement between Lessor and Lessee. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease. In particular, no warranties of Lessor not expressed in this Lease are to be implied.
- h. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
- i. Nothing herein shall represent a multi-year fiscal obligation to the City, and any expenditures of money by the City in accordance with this Lease shall be subject to the annual appropriation of funds. Either party may terminate this agreement within 120 days written notice.
- j. There shall be no third-party beneficiaries to this Lease with rights of enforcement. This Lease may only be enforced by the Lessor and the Lessee.
- k. No key copies may be made by Lessee or at its direction without the express written consent of Lessor. All keys shall be obtained from Lessor, and all keys shall be returned to Lessor upon the end of the tenancy. Lessee acknowledges that copies of all keys will be retained by Lessor and Lessee agrees that the locks shall not be changed or new locks installed by Lessee, unless at Lessor's request.

