

AGENDA  
REGULAR TOWN BOARD MEETING  
MORRISON TOWN HALL  
110 STONE STREET  
TUESDAY, MARCH 3, 2026  
4:00 P.M.

To Access Zoom Meeting Via Video: [CLICK HERE](#)

**Meeting ID:** 890 5690 1643

**Passcode:** 250612

1. **4 P.M. EXECUTIVE SESSION** to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators concerning the east planning area and associated agreement(s), pursuant to C.R.S. § 24-6-402(e) and Town Charter Section 3.4.
2. CALL TO ORDER
3. ROLL CALL
4. AMENDMENTS TO THE AGENDA
5. PUBLIC TO ADDRESS THE BOARD
6. DEPARTMENTAL REPORTS
  - a. Town Manager
  - b. Town Attorney
7. GENERAL BUSINESS
  - a. Charles Abbott Associates, Inc. Agreement for Building and Code Enforcement Services
  - b. Ordinance 558 Amending Title 10 of the Morrison Municipal Code Regarding Notice Requirements for Text Amendments, Sheds and Government Utility Uses, and Floodplain Standards
  - c. Ordinance 559 Amending Title 10 of the Morrison Municipal Code Regarding Ground-Floor Commercial Uses in the MX-N District
8. CONSENT AGENDA
  - a. Minutes
    - i. February 17, 2026
  - b. Payroll
  - c. Vouchers
9. FUTURE CONSIDERATIONS
10. EXECUTIVE SESSIONS:
  - a. To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators concerning potential annexation into municipal town boundary, pursuant to C.R.S. § 24-6-402(e) and Town Charter Section 3.4.; and
  - b. To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators concerning the lease, sale, and/or use of real property, pursuant to C.R.S. § 24-6-402(e) and Town Charter Section 3.4.
11. ADJOURNMENT

TOWN OF MORRISON  
BOARD OF TRUSTEES, REGULAR MEETING  
MARCH 3, 2026  
BOARD ACTION FORM

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**SUBJECT:** Charles Abbott Associates, Inc. Agreement for Building and Code Enforcement Services

**SUGGESTED MOTION:** I move to approve the professional services agreement with Charles Abbott Associates Inc. for building and code enforcement services.

**BACKGROUND:** The proposed agreement is for building and code enforcement services with Charles Abbott Associates Inc. (CAA). The Town has provided notice of contract terminations to the company that currently provides these services. Outside of the current provider, CAA is the only other company in the area that provides both building and code enforcement services for municipalities. For this reason, staff has determined that the CAA contract is sole source.

## Agreement for Professional Services

This Agreement for Professional Services (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Morrison, a Colorado home rule municipality with an address of 321 Highway 8, Morrison, Colorado, 80465 (the "Town"), and CHARLES ABBOTT ASSOCIATES, INC. with a principal place of business at 27201 Puerta Real, Suite 200, Mission Viejo, CA 92691 and local offices located at 4704 Harlan St, Suite 684, Lakeside, CO 80212 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

Whereas, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. Scope of Services**

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in the Proposal attached as **Exhibit A**, attached hereto and incorporated herein by this reference, and known as:

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

### **II. Term and Termination**

A. This Agreement shall commence on the Effective Date, and shall continue until Consultant completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

### **III. Compensation**

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant fees as described in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. The Town shall make payment within thirty (30) days of receipt and

approval of monthly invoices, which shall identify the specific services performed for which payment is requested.

#### **IV. Professional Responsibility**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ sub-consultants to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

D. Consultant shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq.*; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

#### **VI. Independent Consultant**

Consultant is an independent Consultant. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes. The Consultant is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

## **VII. Insurance**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and Consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its Consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

## **VIII. Indemnification**

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, 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 loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Consultant or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant; provided that Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant or any officer, employee, representative, or agent of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. Data Security**

Pursuant to the Colorado Protections for Consumer Data Privacy Act, C.R.S. §24-73-101, *et seq.*, Consultant will destroy all paper and electronic documents containing personal identifying information within six months of termination of this Agreement, unless otherwise required under the law. If other laws are applicable, such information will be securely destroyed to protect personal identifying information. Consultant shall implement and maintain security procedures that are consistent with generally accepted industry standards to protect personal identifying information that are designed to protect the information from unauthorized access, use, modification, disclosure, or destruction. If Consultant discovers or is informed of a security breach, Consultant will give the Town notice in the most expedient time and without unreasonable delay, no later than 15 calendar days after it is determined a security breach occurred. Consultant shall cooperate with the Town in the event of a security breach that compromises computerized data, if misuse of personal information about a Colorado resident occurred or is likely to occur. Cooperation includes sharing with the Town information relevant to the security breach. Consultants shall be liable for any damages caused by such security breach.

## **X. Miscellaneous**

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Jefferson County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

M. *Conflicting Terms.* In the event of any conflict between this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail.

N. *Prohibited Terms.* Any term included in **Exhibit A**, or any other exhibit, that requires the Town to indemnify or hold the Consultant harmless; requires the Town to agree to binding arbitration; limits the Consultant's liability for damages caused by the Consultant; determines choice of law, conflicts of law, or venue and forum-selection, or defense or control of litigation or settlement; requires the Town to pay attorneys' fees or costs; requires the Town to name the Consultant as an additional insured; requires the Town to agree to confidentiality; or that conflicts with this provision in any way shall be void *ab initio*. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The Parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of the Town.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF MORRISON, COLORADO**

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Chris Wolfe, Mayor

ATTEST:

\_\_\_\_\_  
Courtney Christensen, Town Clerk

**CONSULTANT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**  
**Scope of Work**



Charles Abbott Associates, Inc.

# Scope of Services



## CAA exclusively serves public agencies and proposes to perform the following services for the Town:

- Project Administration
- Building Inspection
- Building Plan Review
- Code Enforcement

CAA recognizes that Morrison requires a responsive, professional partner to act as its building department and code enforcement resource. To that end, CAA will be responsible for reviewing building plans, conducting inspections for both residential and non-residential buildings, providing detailed inspection reports, and offering guidance to Town staff as needed. Our services will ensure compliance with all relevant Town and Colorado State Codes, including residential, plumbing, electrical, mechanical, green building standards, energy codes, and the Town's Municipal Code. Beyond plan review and inspections, CAA will:

- Provide recommendations on desirable or required code revisions.
- Conduct complaint investigations and hazardous building inspections.
- Assist the Town in prosecuting violations when necessary.
- Act as the primary customer-facing contact for the building department, ensuring clear communication and professional service delivery

CAA prioritizes effective coordination with key stakeholders to ensure smooth project execution and compliance. We work closely with special districts such as fire, water, and sanitation agencies, participating in monthly fire meetings, quarterly agency meetings, and ad hoc coordination as necessary to address specific project needs. Additionally, we actively participate in staff meetings, including weekly development review meetings, quarterly department meetings, pre-application meetings, and post-entitlement/pre-construction meetings to ensure alignment across departments and stakeholders. To maintain open communication and foster collaboration, we establish routine check-ins between our staff and yours. Our coordination also extends to code enforcement staff, addressing code violations, life safety concerns, and providing court testimony when needed. Our Code Enforcement Officer, Mr. Dale Van Wagner, lives in nearby Highlands Ranch, allowing him to remain closely connected and responsive to the Town of Morrison. Furthermore, we work closely with economic development staff to provide education, courtesy inspections, and guidance to both new and existing businesses, ensuring they meet all building and safety requirements.

CAA is committed to being more than just a service provider—we aim to be a long-term partner that supports Morrison's staff, residents, and businesses during a period of significant growth. By providing reliable, professional, and customer-focused services, we will help the Town achieve its development goals while maintaining community safety and quality.



## Project Administration Services

CAA's dedicated Building Officials are responsible for the administration and enforcement of codes and ordinances related to building safety, safeguarding public health, and supporting sustainable community development. Our services focus on ensuring compliance, fostering economic protection, and promoting long-term building safety.

CAA is able to assist in protecting the economic interests of the community with the ultimate goal of ensuring the development of safe and sustainable buildings for subsequent generations.

### Our Services include the following responsibilities:

- Ensure compliance with adopted building codes, ADA Standards for Accessible Design and the Colorado Accessibility Code, energy codes, zoning conditions, certificate of appropriateness and conditions of approval.
- Continually review building codes and recommend code updates as needed or required by State law; provide direction in the processing of complex Building Codes issues, including historic structures, and dispute resolution; develop and maintain Building and Safety Procedures Manual.
- Ensure preparation of detailed monthly, quarterly, and annual reports of their activities to the Town on accountability report forms approved by the Town. The reports will include, but are not limited to, fees collected, staffing levels provided, staff hours expended, the number of plans reviewed, number of inspections performed, and other statistical information pertinent to the services provided.
- Attendance of Planning Commission and Council meetings (as-needed); participate in pre-development review meetings and provide comments; attend meetings of other local building officials to discuss proposed code changes, enforcement issues, new code compliant technology and alternatives.
- Ensure proper staffing levels, supervision and training of all subordinate team members in order to maintain the minimum production standards, and provide quality control review of plan checks, inspections and permit processing in order to achieve customer service expectations.
- Develop training and educational materials relevant to building safety for dissemination to the elected and appointed officials, contractors and general public, and provide resolution of residents and building community inquiries and complaints.



## Building Inspection Services

CAA provides qualified Building Inspectors whose background, experience, applicable certifications and demeanor demonstrates the ability to conduct inspections in accordance with jurisdictional standards.

Building inspections of all structures will ensure compliance with all local ordinances and State and Federal laws that pertain to Building Departments. Our highly qualified and certified inspectors are thoroughly trained on these codes and local amendments, and maintain a close working relationship with planning, code enforcement and public works personnel.

### Inspectors assigned to the Town will:

- Coordinate all building inspection requests and perform periodic construction inspections for compliance with adopted building codes, approved plans, and other standards as adopted by the Town.
- Provide complete, clear, concise corrections for the permit holder; corrections will be provided in a legible list and presented in a professional manner. Inspection reports will include at minimum: (a) the date and time of inspection, type of inspection, name of inspector, list of violations, corrective actions; and (b) authorization to proceed or notice of failure (whichever is applicable).
- Ensure that all inspection turn-around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective. CAA will perform all inspections called in before 4pm no later than the end of the following business day.
- Report code enforcement violations to the Town immediately. CAA will submit a written record as a result of any inspection within 24 hours after inspection period. CAA will issue stop-work notices for non-conforming building activities as required.
- Attend meetings with staff, public officials, developers, contractors, and the general public as needed or directed in order to resolve problems and issues quickly and efficiently, as well as provide inspection consultations to citizens, applicants and contractors.
- Conduct any necessary or required emergency inspections as directed by the Town. Investigations will include field and office research, follow-ups and preparation of documentation.

## Reliable Emergency Response Services

In the event of a local or regional disaster, all on-site CAA assigned staff will be accessible, available and prepared to respond to emergency calls regarding building related issues. We create rotational schedules to service emergencies as they occur, with a calling order to ensure no issues are left unaddressed. CAA provides and ensures disaster service kits are maintained to respond to disasters. CAA employees are required to be Disaster Service Worker certified in within 6 months of hire date.



## Building Plan Review Services

CAA offers to provide the plan review of all structures for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety, and for compliance with the adopted Building Code.

Our approach to plan review ensures that plans submitted to CAA for review are properly tracked and processed. Our system ensures that each plan or permit is assigned, returned, and handled on time and within budget. The status of any plan can easily be determined at any point in time. Our registered professionals and certified plan examiners review all plans and calculations, thus assuring that the technical components and all code items are thoroughly reviewed. Most of our plans examiners are cross-trained and also certified as inspectors, providing a very efficient use of personnel and expediting the process for the applicant. We provide timely turnaround of plan reviews and re-reviews based on guaranteed turn-around times. Our staff also handles any coordination required as part of the review.

**A certified plan reviewer will conduct a reasonable and lawful plan review of submitted construction documents for compliance with the following items:**

- CAA's structural engineers have reviewed structural plans with varying degrees of construction complexity from single-family homes to high-rise multi-use facilities. Structural drawings are reviewed by a licensed engineer in order to verify code compliance for all gravity loads, lateral loads and special loading conditions. Calculations are reviewed for completeness; materials indicated on the plans are identified and reviewed for conformance.
- CAA staff members are certified and familiar with the Energy Efficiency Standards for Residential and Non-Residential Buildings. Extensive annual training ensures that each staff member is aware of the specifics of their respective state programs. Plans and supporting documentation is reviewed for completeness, accuracy and minimum code compliance.
- CAA staff attends ICC training relative to disabled access. CAA staff takes disabled access seriously and has been proactive on Accessibility Compliance Committees. Engineers, plans examiners, and certified personnel are fully trained and familiar with ADA requirements.
- CAA, when requested will offer plan review support to local Fire Marshals and their respective communities in compliance enforcement.
- CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC) and Leadership in Energy & Environmental Design (LEED) certification standards.
- CAA will provide staff that is certified as Green Building professionals when required. As with LEED certification, CAA seeks to enhance and improve development projects through cooperation and collaboration with stakeholders.
- CAA has taken extensive steps to implement and use more efficient or "green" service options to its clients. CAA can provide various communication options, including electronic plan review, video conferencing and virtual permit specialist to our clients and applicants to reduce environmental impacts such as paper use, travel and commute impacts – all intended to reduce CAA's and the Town's carbon footprint.



## Plan Review Timeframes

The following are maximum review times:

<b>Single Family Dwellings</b>	10 business days
<b>Re-Review</b>	5 business days
<b>Minor Alterations of Single Family Dwellings</b>	5 business days
<b>Tenant Improvements</b>	10 business days
<b>Additions</b>	10 business days
<b>New Commercial/Industrial</b>	10 business days
<b>Revisions to Approved Plans</b>	1-5 business days



## Code Enforcement Services

CAA offers to provide an as-needed Certified Code Enforcement Officer to support your code enforcement efforts.

CAA brings decades of municipal code enforcement experience, emphasizing voluntary compliance and positive public engagement. Our approach balances firm enforcement with a respectful and solutions-oriented philosophy that aligns with community values and Town objectives.

### CAA will handle code enforcement duties including, but not limited to, the following:

- CAA's Update the Town's patrol plan and patrol corporate boundaries of the Town according to the patrol plan to identify violations of codes and ordinances
- Enforce codes and issue citations when necessary and after all other measures have been exhausted
- Provide public education on adopted or amended regulations, distribute and maintain appropriate information
- Respond to code complaints, coordinate investigations with Town personnel, and document findings through photographs and detailed case files
- Prepare reports, notices of violation, and supporting documentation for enforcement and legal action, including court testimony if required
- Provide educational outreach to residents and businesses regarding Town codes and compliance standards
- Attend Town Council, Planning Commission, and other meetings as directed to report on code enforcement activities
- Determine alternative methods to achieve code compliance involving interpretation and application of related laws, ordinances, and regulations; consult with Town staff as necessary
- Contact residents and inform them of identified violations and compliance deadlines
- Follow up on identified violations to ensure compliance
- Keep current on changing rules and regulations
- Establish, maintain and foster positive and harmonious working relationships with Town staff and all those contacted in the course of work

**Exhibit B**  
**Compensation**



Charles Abbott Associates, Inc.

# Fee Schedule





*The fees set forth below assume the Town’s adoption of a valuation-based fee schedule comparable to the one provided on the following pages. All fees are inclusive of general and administrative costs, travel, per diem, reporting, meeting attendance, training, materials, supplies, and all other expenses necessary for project completion*

CAA offers all Building Department Services outlines in this proposal for the following percentage of fees (including all associated building and trade permits) calculated for each assigned project:

Monthly Fees Collected*	CAA Percentage of Fees
All building permit fees calculated for the assigned project	80%

*\* for permits that are not assessed the full fee by the Town, CAA will invoice as if the Town had collected the fee calculated for the project.*

Code Enforcement and Structural Plan Reviews will be provided at the following hourly rates:

Position	Hourly Rate
Structural Plan Reviewer	\$149
Code Enforcement Officer	\$80

*Hourly rates are valid for FY2026. Adjustments for renewal years will be subject to CPI-U (Denver-Aurora-Lakewood) increases not to exceed 3%.*

## Building Permits, Fees and Taxes

The determination of value or valuation for purposes of determining and assessing the applicable building permit fee shall be made by the building official. The value of a project will be based on the stated value on the building permit application or by applying the most recent valuation table located on ICC's website. If an applicant's stated cost is greater than the estimates used in this table, the higher amount will be used to calculate the permit fee. The valuation shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment and including profit and labor.

Electrical fees charged by the municipality will be scaled at 1.15 from current version of the State of Colorado Fee Schedule per Colorado Revised Statutes, Article 23, Section 12-23-117 which states: Because electrical inspections are matters of statewide concern, the maximum fees, established annually, chargeable for electrical inspection by any city, town, county, or city and county shall not be more than fifteen percent above those provided for in this section, and no such local government shall impose or collect any other fee or charge related to electrical inspections or permits.

The fee(s) for each building permit shall be as follows:

### A. Building Permit Application Fees

Building Permit	Rate (Until Further Amended)
1.) Permit Application Fee	Determined by Building Permit Fee Schedule for <b>valuation</b> listed below for each type of work.
2.) Initial Plan Review Fee	65% of total permit fees.
3.) Use Tax	3% of gross purchase price of materials.

**Plan Review Fee:** When a plan or other data is required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. The plan review of structures requiring a review shall be **65% of the building permit fee** as set forth above.

**B. Building Permit Fee Schedule – Table 1-**

Total Valuation	Rate (Until Further Amended)
1.) \$1 to 500	\$33.80
2.) \$501 to 2,000	\$33.80 for the first \$500, plus \$3.44 for each additional \$100, or fraction thereof, to and including \$2,000.
3.) \$2,001 to \$25,000	\$85.40 for the first \$2,000, plus \$15.77 for each additional \$1,000, or fraction thereof, to and including \$25,000.
4.) \$25,001 to \$50,000	\$448.11 for the first \$25,000 plus \$11.49 for each additional \$1,000, or fraction thereof, to and including \$50,000.
5.) \$50,001 to \$100,000	\$735.36 for the first \$50,000 plus \$7.88 for each additional \$1,000, or fraction thereof, to and including \$100,000.
6.) \$100,001 to \$500,000	\$1,129.36 for the first \$100,000 plus \$6.30 for each additional \$1,000, or fraction thereof, to and including \$500,000.
7.) \$500,001 to \$1,000,000	\$3,649.36 for the first \$500,000 plus \$5.35 for each additional \$1,000, or fraction thereof, to and including \$1,000,000.
8.) \$1,000,001 and up	\$6,324.36 for the first \$1,000,000 plus \$4.11 for each additional \$1,000, or fraction thereof.

### C. Specialized Permit Fee Schedule and Other Fees

Type	Rate (Until Further Amended)
1.) Permit fee if work commenced before required permit issuance.	Double the otherwise applicable fee.
2.) Air Conditioning/Evaporative Cooler	\$100.00
3.) Demolition	\$85.00
4.) Fence (over 6 ft. in height)	\$85.00
5.) Residential Furnace/Boiler	\$100.00
6.) Lawn Sprinkler System (Residential - Backflow Preventor Inspection)	\$70.00
7.) Non-structural re-roof	\$100.00
8.) Siding	\$90.00
9.) Small Sign (No foundation)	\$80.00
10.) Water Heater	\$80.00
11.) Window Replacement	\$90.00
12.) Repair or Replace. Existing Gas or Water Line for SFD	\$65.00
13.) Building Permits for which no fee is specifically indicated	\$60.00 per inspection
14.) Inspections outside of normal business hours. (Note: Fees to be charged directly to applicant. 2 hours minimum.)	\$120.00 hourly
15.) Re-inspection Fees (Work not ready for inspection or called for when corrections weren't made.)	\$80.00
16.) Inspections and/or Code Enforcement/Investigation for which no fee is specified.	\$120.00 hourly
17.) Additional Plan Review required by changes, additions, or revisions to the approved plans.	\$100.00 hourly
18.) Stock/Same as Plan Review- No Change. Plan Review Fee	\$140.00
19.) Stock/Same as Plan Review- Minor Change. Plan Review Fee	\$280.00

**D. Factory Built Home, Manufactured Homes and Mobile Home Permit Fee Schedule:**

Permit	Rate (Until Further Amended)
1.) Pre-Move Inspections- Within 30 miles of Keenesburg.	\$220.00
2.) Pre-Move Inspections- Over 30 miles from Keenesburg.	\$360.00
3.) Block & Tie	\$480.00
4.) Temporary/Accessory	\$100.00
5.) Permanent Foundation	Fee will be calculated on valuation of foundation, any finishes other than the premanufactured structure, and any accessory structures such as decks, garages, etc. PLUS \$480.00.

**E. Electrical Permit Fees:**

**Residential:** This includes single family dwellings, site-built and modular/factory-built homes, duplexes, condominiums, and townhouses. New, remodel, and addition.

Type	Rate (Until Further Amended)
1.) Equal to or less than 1,000 square feet.	\$129.95
2.) Over 1,000 square feet and not more than 1,500 square feet.	\$195.50
3.) Over 1,500 square feet and not more than 2,000 square feet.	\$262.20
4.) Greater than 2,001 square feet (\$262.20 + \$11.50 each additional 100 square foot.)	2,000 square foot base fee plus \$11.50 each additional 100 square feet.
5.) Residential Solar Device	\$500.00

**Commercial:** This includes some residential installations that are not based on square footage (not living area, i.e. garage, shop, SFD, etc.) Fees in this section are calculated from the total cost to customer, (contract price) including electrical material, items, and labor – **whether provided by the contractor or property owner.**

Type	Rate (Until Further Amended)
1.) Equal to or less than \$2,000	\$129.95
2.) Greater than \$2,001. (Always round up to the next \$1,000).	Add \$11.50 <b>per thousand</b> of job valuation to the base fee of \$129.95.
3.) Mobile/Modular/Manufactured Home Set (Per Unit)	\$129.95
4.) Temporary Heat Release	\$129.95
5.) Spas/Hot Tubs	Based on this table plus elec. fee
6.) Commercial Solar Device	\$1,000.00

TOWN OF MORRISON  
BOARD OF TRUSTEES, REGULAR MEETING  
MARCH 3, 2026  
BOARD ACTION FORM

---

**SUBJECT:** Ordinance 558 Amending Title 10 of the Morrison Municipal Code Regarding Notice Requirements for Text Amendments, Sheds and Government Utility Uses, and Floodplain Standards

**SUGGESTED MOTION:** I move to adopt the ordinance amending Title 10 of the Morrison Municipal Code regarding notice requirements for text amendments, sheds, and government utility uses, and floodplain standards.

**BACKGROUND:** The proposed ordinance would allow for sheds as an accessory use in RR, RE, R1, and R2 zones. Currently sheds are only allowed in RR and RE. The ordinance also adds a government utility use as a use by right in every zoning district. The proposed noticing requirement removes the physical posting requirement for text amendments. A subsequent step, if the Board elects, would be to require a second reading text amendments. The fourth component of the proposed ordinance clarifies that in addition to compliance with standards in 10-D-4 for sensitive lands, stormwater, and drainage, compliance with FEMA rules and regulation is also required.

**TOWN OF MORRISON, COLORADO  
BOARD OF TRUSTEES  
ORDINANCE NO. 558**

**AN ORDINANCE AMENDING TITLE 10 OF THE MORRISON MUNICIPAL CODE  
REGARDING NOTICE REQUIREMENTS FOR TEXT AMENDMENTS, SHEDS AND  
GOVERNMENT UTILITY USES, AND FLOODPLAIN STANDARDS**

**WHEREAS**, the Town of Morrison is a Colorado home rule municipality operating under a Home Rule Charter approved by the electorate pursuant to Article XX of the Colorado Constitution and governed by its elected Board of Trustees;

**WHEREAS**, the Board has authority pursuant to the Home Rule Charter and C.R.S. § 31-16-101, *et seq.* to adopt and enforce all ordinances; and

**WHEREAS**, the Board desires to amend Title 10 of the Morrison Municipal Code to permit sheds as a separate accessory use, add a local government utility use, remove posting requirements for text amendments to Title 10, and clarify the minimum floodplain standards.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Trustees of the Town of Morrison, Colorado:

**Section 1.** Title 10 of the Morrison Municipal Code is hereby amended by replacing the term "Barns, Sheds, and Outbuildings" with "Barns and Outbuildings" in every instance.

**Section 2.** Table C-1 in Title 10 of the Morrison Municipal Code is hereby amended by the addition of a new "Government Utility" use to appear alphabetically under the Industrial, Utility, Communication, and Energy Uses row and as a use by right in every zoning district.

**Section 3.** Table C-1 in Title 10 of the Morrison Municipal Code is hereby amended by the addition of a new "Shed" use to appear alphabetically under the Accessory Uses row and as an Accessory use in the RR, RE, R1, and R2 zoning districts.

**Section 4.** Section 10-D-4(A)(3) of the Morrison Municipal Code is hereby amended by the addition of a new subsection (l) to read as follows:

**10-D-4: SENSITIVE LANDS, STORMWATER, AND DRAINAGE:**

\* \* \*

*l. The standards in this section shall be in addition to the minimum applicable standards imposed by the Federal Emergency Management Agency rules and regulations as amended.*

**Section 5.** Table E-1 in Title 10 of the Morrison Municipal Code is hereby amended by the removal of the posted notice requirement in the LUC Text Amendment row.

**Section 6.** Section 10-F-3 of the Morrison Municipal Code is hereby amended by the addition of the following definitions to appear in alphabetical order:

**GOVERNMENT UTILITY:** A facility located on government-owned property that provides an important regional utility service, such as water, sewer, or drainage, that normally entails construction of new buildings or structures, and that sometimes has employees on the site on an ongoing basis including but not limited to water towers, water treatment plants, sewage treatment plants, above- or belowground reservoirs, regional stormwater detention ponds, and other large facilities that enable the provision of utility services to a large geographic area or a large number of people.

**SHED:** An accessory structure no larger than 120 square feet used primarily for the storage of household or landscape materials. Sheds shall not be used for human habitation or as a place of employment.

**Section 7. Severability.** If any article, section, paragraph, sentence, clause or phrase of this Ordinance, or the standards adopted herein is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part hereof irrespective of the fact that any one part or parts are declared unconstitutional or invalid.

**Section 8. Effective Date.** This Ordinance shall take effect fifteen (15) days after adoption and publication in accordance with Section 3.9 and 3.14 of the Home Rule Charter.

**INTRODUCED, READ, PASSED AND ADOPTED** by the Board of Trustees of the Town of Morrison, Colorado by a vote of \_\_\_ yes and \_\_\_\_\_nays, this 3<sup>rd</sup> day of March, 2026.

**TOWN OF MORRISON**

---

Chris Wolfe, Mayor

**ATTEST:**

---

Courtney Christensen, Town Clerk

TOWN OF MORRISON  
BOARD OF TRUSTEES, REGULAR MEETING  
MARCH 3, 2026  
BOARD ACTION FORM

---

**SUBJECT:** Ordinance 559 Amending Title 10 of the Morrison Municipal Code Regarding Ground-Floor Commercial Uses in the MX-N District

**SUGGESTED MOTION:** I move to adopt the ordinance amending Title 10 of the Morrison Municipal Code regarding ground floor commercial uses in the MX-N District.

**BACKGROUND:**

The proposed ordinance would add a district specific standard for MX-N, requiring 50% of the ground floor of all residential uses to be comprised of commercial uses. The ordinance would also add the definition of “Ground Floor” in section 10-F-3 of the Morrison Municipal Code.

**TOWN OF MORRISON, COLORADO  
BOARD OF TRUSTEES  
ORDINANCE NO. 559**

**AN ORDINANCE AMENDING TITLE 10 OF THE MORRISON MUNICIPAL CODE  
REGARDING GROUND-FLOOR COMMERCIAL USES IN THE MX-N DISTRICT**

**WHEREAS**, the Town of Morrison is a Colorado home rule municipality operating under a Home Rule Charter approved by the electorate pursuant to Article XX of the Colorado Constitution and governed by its elected Board of Trustees;

**WHEREAS**, the Board has authority pursuant to the Home Rule Charter and C.R.S. § 31-16-101, *et seq.* to adopt and enforce all ordinances; and

**WHEREAS**, the Board desires to amend Title 10 of the Morrison Municipal Code to require ground-floor commercial uses in the MX-N district to promote sales tax generation in the Town.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Trustees of the Town of Morrison, Colorado:

**Section 1.** Title 10 of the Morrison Municipal Code is hereby amended by the addition of a new section 10-B-2 to read as follows:

**10-B-2: DISTRICT-SPECIFIC STANDARDS:**

A. MX-N District: In the MX-N District, fifty percent (50%) of the ground floor of all residential uses shall be comprised of commercial uses.

**Section 2.** Section 10-F-3 of the Morrison Municipal Code is hereby amended by the addition of the following definition to appear alphabetically:

**GROUND FLOOR:** The building story that is located at or nearest to grade, where the finished floor elevation is no more than five (5) feet above or below the average finished grade around the building perimeter, and that contains the primary pedestrian entrance.

**Section 3. Severability.** If any article, section, paragraph, sentence, clause or phrase of this Ordinance, or the standards adopted herein is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part hereof irrespective of the fact that any one part or parts are declared unconstitutional or invalid.

**Section 4. Effective Date.** This Ordinance shall take effect fifteen (15) days after adoption and publication in accordance with Section 3.9 and 3.14 of the Home Rule Charter.

**INTRODUCED, READ, PASSED AND ADOPTED** by the Board of Trustees of the Town of Morrison, Colorado by a vote of \_\_\_ yes and \_\_\_\_\_nays, this 3<sup>rd</sup> day of March, 2026.

**TOWN OF MORRISON**

---

Chris Wolfe, Mayor

**ATTEST:**

---

Courtney Christensen, Town Clerk

BEAR CREEK DEVELOPMENT CORPORATION  
P.O. Box 465  
Morrison, CO 80465

February 13, 2026

Via Email and Hand Delivery

Morrison Board of Trustees  
110 Stone Street  
Morrison, CO 80465  
Courtney Christensen, Town Clerk

**RE: Bear Creek Development Corporation Comments on Ordinance No. 558**

To Morrison Board of Trustees:

Bear Creek Development Corporation (“BCDC”) submits these comments in advance of the February 17, 2026 Morrison Board of Trustee (the “Board”) meeting on Ordinance No. 558 – Amending Title 10 of the Town Code of Morrison (the “Land Use Code”) Regarding Ground-Floor Commercial Uses in the MX-N District. Please add these comments to the record for this proceeding.

Bear Creek Development Corporation (“BCDC”) appreciates the opportunity to comment on the Ordinance that would amend the MX-N zoning district under Title 10 to require that all residential buildings in the MX-N district include at least fifty-percent commercial use on the ground floor. BCDC is a multi-generational property owner and developer in Morrison. BCDC has a long-standing, cooperative relationship with the Town of Morrison and a demonstrated history of contributing to the Town’s prosperity and economic development. BCDC submits these comments to protect its interests as a property owner within the Town of Morrison and to support a thoughtful and collaborative process that advances the Town’s and BCDC’s shared development goals.

For the reasons stated in this comment letter, and in the enclosure prepared by THK Associates, Inc., BCDC requests that the Board decline to adopt Ordinance No. 558 at the February 17 meeting. BCDC requests that the Board:

- (1) Postpone any further discussions or proposals to amend the zoning on the BCDC and Town Properties until the Board has had the opportunity to thoroughly review and consider the Conceptual Master Plan and supporting materials prepared by THK Associates;

- (2) Include BCDC and any other affected property owners in any future discussions over a re-zoning proposal for the Properties and engage in a meaningful stakeholder process with BCDC in the development of any potential zoning revisions for the MX-N zoning district, including the evaluation of tailored alternatives, as any amendment to the zoning district would disproportionately impact BCDC and its property; and
- (3) Ensure any amendments to the MX-N zoning district meet the criteria in the Land Use Code for such amendments, are narrowly tailored to support legitimate planning objectives, and are supported by competent evidence in the record developed through meaningful stakeholder engagement and thorough analysis.

1. BCDC is a key stakeholder and partner in the potential development of the properties subject to the Ordinance.

The Ordinance applies almost exclusively to two properties. One of those properties has been owned by BCDC for over 50 years (the “BCDC Property”). The adjoining property is owned by Copart, Inc. and is proposed to be conveyed to the Town under the Town’s annexation agreement with Copart (the “Town Property”).

BCDC recently invested significant time and resources in engaging THK Associates, Inc., a renowned third-party expert in land-use planning, urban design, and market feasibility research, to prepare a Conceptual Master Plan that identifies a potential development concept, including a potential joint development plan, for the BCDC Property and the Town Property. BCDC and THK are scheduled to present this plan at the upcoming Board meeting on February 24, 2026.<sup>1</sup>

It would be premature to revise the zoning standards applicable to the Properties before the Board has even had the opportunity to review and discuss the proposals in the Conceptual Master Plan.

Further, because the zoning amendment is functionally the equivalent of a parcel-specific re-zoning, due to its applicability to the BCDC Property and limited applicability to other properties in the Town, heightened care is required to ensure procedural

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<sup>1</sup> The Conceptual Master Plan and the supporting analyses prepared by THK Associates, Inc. can be found at this link, <https://www.dropbox.com/scl/fo/d8ungny60ai8ybm8psbyp/ALVbnof7GHanmP1wS1uzjll?rlkey=ghiv26mfg53cofg3tx571ydnh&e=1&dl=0>. The Conceptual Master Plan has already been provided to the Town. Due to the file size, BCDC is not reattaching the plan to the entire document here, but cites to and incorporates the Conceptual Master Plan into this letter and into the administrative record for this proceeding as the Plan itself and the analyses supporting the Plan are critical to informing the Board’s decision on Ordinance No. 558.

compliance, a defensible record, and a rational connection between the adopted standard and the Town’s stated objective.

Accordingly, as indicated above, BCDC requests that the Board:

- (1) Decline to adopt Ordinance No. 558 at the February 17 meeting;
- (2) Postpone any further discussions or proposals to amend the zoning on the BCDC and Town Properties until the Board has had the opportunity to thoroughly review and consider the Conceptual Master Plan and supporting materials prepared by THK Associates;
- (3) Include BCDC and any other affected property owners in any future discussions over a re-zoning proposal for the Properties and engage in a meaningful stakeholder process with BCDC in the development of any potential zoning revisions for the MX-N zoning district, including the evaluation of tailored alternatives, as any amendment to the zoning district would disproportionately impact BCDC and its property;
- (4) Ensure any amendments to the MX-N zoning district meet the criteria in the Land Use Code for such amendments, are narrowly tailored to support legitimate planning objectives; and are supported by competent evidence in the record developed through meaningful stakeholder engagement and thorough analysis.

2. The proposed revision could materially alter the potential development on the properties and preclude the highest and best use of the properties.<sup>2</sup>

As a practical matter, a categorical requirement that all residential buildings have fifty-percent commercial use on the ground floor would constrain feasible building types and site design. The proposed requirement would effectively prevent development of townhouses or other ground-oriented residential buildings and instead require multi-family apartment configurations to carry the ground-floor commercial burden.

Market analyses and the topography of the Properties do not support exclusive development multi-family residential buildings with ground-floor commercial. The THK letter enclosed with this comment identifies that a highest, best, and most profitable uses

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<sup>2</sup> Amendments to the Land Use Code must “[p]romote the most desirable use of land in each zoning district.” LUC § 10-E-6.D.2.b. The Board’s decision to amend the Land Use Code must be supported by competent evidence in the record demonstrating the need and rationale for the decision. *Canyon Area Residents for the Env’t v. Bd. of Cnty. Comm’rs of Jefferson Cnty.*, 172 P.3d 905, 907 (Colo. App. 2006), *as modified on denial of reh’g* (Nov. 9, 2006) (internal citations omitted). Further, the zoning decision must not “deprive[] a property owner of the use and enjoyment of [its] property.” *City of Northglenn v. Grynberg*, 846 P.2d 175, 178 (Colo. 1993).

market feasibility study for the Properties includes development of residential townhomes to meet market demand and adapt to topographic constraints. THK’s determination is supported by the detailed analysis and planning work that informed its development of the Conceptual Master Plan.<sup>3</sup>

The Conceptual Master Plan prepared by THK identifies a thoughtful and comprehensive approach to developing the Properties that balances commercial and residential use with access to open space and pedestrian-friendly amenities. Each component of the plan is carefully thought out to ensure the development conforms to the topographic constraints of the Properties and to ensure the development, including the commercial components, are sustainable. While the conceptual plan prepared by THK does not represent the only potentially viable approach to developing the Properties, a rigid percentage requirement for ground-floor commercial risks producing vacant or uneconomic ground-floor commercial space and could undermine the pedestrian and commercial vitality the Town seeks to promote.

\*\*\*\*\*

BCDC remains committed to working with the Town to determine a beneficial development plan for the BCDC property, including potentially under a joint development plan with the Town. At this time, it is not necessary and it is premature to revise the MX-N zoning standards applicable to these Properties. Further analysis and evaluation is needed to ensure any amendments are tailored to market conditions, allow appropriate flexibility for mixed-use design, and support an implementable development strategy to support a vibrant and sustaining use of the Properties.

BCDC respectfully requests that the Board: (1) decline to adopt Ordinance No. 558; (2) defer any further discussions or proposals to amend the zoning on the BCDC and Town Properties until the Board has had the opportunity to thoroughly review and consider the Conceptual Master Plan and supporting materials prepared by THK Associates; (3) include BCDC in any future discussions over a re-zoning proposal for the Properties and engage in meaningful stakeholder process with BCDC in the development of any potential zoning revisions for the MX-N zoning district, including the evaluation of tailored alternatives, as any amendment to the zoning district would disproportionately impact BCDC and its property; and ensure any amendments to the MX-N zoning district meet the criteria in the Land Use Code for such amendments, are narrowly tailored to support legitimate planning

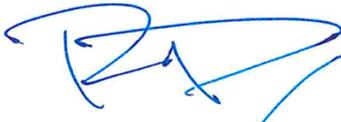
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<sup>3</sup> See Conceptual Master Plan and associated studies and analyses, <https://www.dropbox.com/scl/fo/d8ungny60ai8ybm8psbyp/ALVbnof7GHanmP1wS1uzjll?rlkey=ghiv26mfg53cofg3tx571ydnh&e=1&dl=0>.

objectives; and are supported by competent evidence in the record developed through meaningful stakeholder engagement and thorough analysis.

BCDC appreciates the Board’s consideration of these comments and looks forward to continued collaboration with the Town.

Sincerely,



Ross Bradley, Vice President  
Bear Creek Development Corporation

cc: Dale Ratliff, Williams Weese Pepple & Ferguson  
Mallory Nassau, Town Manager, Town of Morrison  
Austin Flanagan, Town Attorney, Town of Morrison

Enclosure:

THK Associates, Inc., Letter re Ordinance No. 558 (Feb. 13, 2026)



5675 DTC Boulevard, Suite 200  
Greenwood Village, Colorado 80111  
303.770.7201

February 13, 2026

Town of Morrison Board of Trustees  
111 Stone Street  
Morrison, CO 80465

Dear Town of Morrison Board of Trustees:

It has recently come to my attention that the Town of Morrison is proposing to amend the MX-N zoning district to require that fifty percent (50%) of the ground floor of all residential uses shall be comprised of commercial uses. This zoning amendment would apply to the Town of Morrison and Bear Creek Development Corporation (BCDC) parcels that are subject of the recent conceptual master plan prepared by THK, making it a requirement for the Town of Morrison/BCDC project that 50% of the ground floor of residential buildings will be limited to retail commercial land uses. Our firm, THK Associates, strongly objects to these conditions being placed on these parcels for the following reasons.

THK Associates, as part of our master planning effort for these parcels, prepared a highest, best and most profitable uses market feasibility study which established that these parcels will enjoy an average annual market for 30 townhomes per year priced above \$425,000. Our market feasibility analysis also established that the subject properties would enjoy an average annual market absorption of 50 rental apartment units. As a result of this research, a site of approximately 10 acres was recommended for 150 townhome units along with a 10-acre site for 250 apartment units.

Because of topographic constraints of the subject properties, the THK conceptual master plan has only a limited amount of land designated for townhome uses and these townhomes are planned at a location that functions as a transitional land use to the 320 apartment units on an 8-acre site. This allows the proposed residential units to better work with the slope with park-under garage configurations. Additionally, by losing the opportunity to use the townhomes as a transitional land use in working with the steep slopes there could be a reduction in the amount of land that can be developed which would reduce the positive financial impacts to the Town of Morrison from increased revenue from property and sales taxes.

Regarding having first floor retail in 50% of the ground floor area of residential buildings, it has been THK's experience that the market reacts differently to ground floor retail in residential projects depending on the surroundings, especially the level of urban development and the amount of pedestrians and foot traffic in the immediate area. Townhome projects do not typically have ground floor retail. Urban downtown areas have had some success with ground floor retail in apartment buildings but in suburban locations like that of the subject sites there has been limited success because of the lack of substantial pedestrian foot traffic. THK, however, has had success at locations similar to the subject properties by putting ground floor retail at strategic corners of specific buildings. This approach projects the concept of ground floor retail for the



project but does not overburden the apartments with a significant amount of commercial space that is very difficult to manage and lease.

For these and other reasons, THK does not believe the proposed zoning amendment is a practical and viable zoning requirement that satisfies the requirements of Title 10, Article E.6.(d) of the Morrison code. That provision requires that Land Use Text Amendments:

- (1) Be compatible with current conditions and the character of current structures and uses in each zoning district;
- (2) Promote the most desirable use of land in each zoning district;
- (3) Promote the conservation of sensitive environmental features; and
- (4) Support responsible development and growth.

Requiring that 50% of the ground floor of residential buildings be used for commercial uses would eliminate, not promote some types of desirable residential units like townhomes which can utilize steep slopes and are better suited to deal with other topographic issues at the subject sites. This would reduce the overall density that could be built on the Town of Morrison/BCDC properties, for example, and this would have the catalytic effect of reducing Town revenues from property and sales taxes.

Regarding the Town of Morrison's goal of compatibility of land uses, THK's proposed master plan for the Town of Morrison/BCDC properties recommends that 152,000 sq ft of retail commercial space be developed in shopping centers or on free standing pads on the Town of Morrison property. The Town is now considering requiring that an additional 50% of the ground floor space of residential buildings be for retail commercial uses. This additional retail space would directly compete with the Town of Morrison's retail shopping center space and instead of achieving the Town's goal of compatibility, it could destroy the viability of the Town of Morrison's retail shopping center space.

THK's conceptual master plan has been prepared to capitalize on market potentials available in the primary trade area while preserving and promoting the conservation of sensitive environmental features in an effort to support responsible real estate development and desired growth. THK's conceptual master plan, as currently formulated, accomplishes the Town of Morrison's desired objectives and this can be achieved through designating key corners and special areas within the residential buildings for ground floor retail. This would be a viable alternative, as an example, to having a required 50% of residential ground floors being programmed for retail development, and in our experience is something that can be accomplished through the site development process and does not require a rigid zoning requirement.

In conclusion, THK recently engaged in a detailed effort, and invested significant resources, to create a conceptual master plan for development of the Town of Morrison/BCDC properties that would have the most positive functional, visual, and fiscal impacts on the Town of Morrison. THK is committed to working closely with the Town of Morrison Board of Trustees to



5675 DTC Boulevard, Suite 200  
Greenwood Village, Colorado 80111  
303.770.7201

create this master plan. THK believes that through a presentation and discussions with the Town of Morrison Board of Trustees that a master plan can be formulated that addresses issues including the most appropriate amount of ground floor retail in residential units as well as other issues that best achieves the ownership goals of the Town of Morrison/BCDC properties. For these reasons it is requested that any amendments to the MX-N zoning code be postponed until THK has an opportunity at the February 24, 2026 Board of Trustee meeting to discuss the proposed master plan for the Town of Morrison/BCDC properties and the Town and BCDC have the opportunity to engage in meaningful stakeholder discussions and further analyses.

Thank you and THK looks forward to closely working with the Town of Morrison Board of Trustees towards creating the best and most appropriate master plan for the Town of Morrison/BCDC properties.

Sincerely,

A handwritten signature in blue ink that reads 'Daniel M. Conway'. The signature is written in a cursive style with a large 'D' and 'C'.

Daniel M. Conway  
Principal

TOWN OF MORRISON  
BOARD OF TRUSTEES, REGULAR MEETING  
MARCH 3, 2026  
BOARD ACTION FORM

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SUBJECT: Approval of Consent Agenda.

PROCEDURE: Approve the minutes, payroll and vouchers for February 17, 2026.

RECOMMENDATION: Approve the Consent Agenda.

TOWN ATTORNEY REVIEW: [ ] YES [ X ] NO

TOWN MANAGER REVIEW: [ X ] YES [ ] NO

MOTION: Motion to approve the Consent Agenda for March 3, 2026.

**TOWN OF MORRISON BOARD OF TRUSTEES  
MORRISON TOWN HALL, 110 STONE STREET  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
TUESDAY, FEBRUARY 17, 2026  
4:15 P.M.**

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**1. Call to order.**

Mayor Wolfe called the Regular Town Board Meeting to order at 4:18 P.M.

**2. Roll Call. Minute Mark 00:10**

Mayor Chris Wolfe, Trustees David Wirtz, Krista Nash, Angela Bernhardt, and Adam Way were present. Trustee Leonard was absent. A quorum was established.

**3. Executive Session.**

**A motion was made by Trustee Way to move that the Board of Trustees enter into executive session to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) with the Town Attorney, Town Manager, and Town Clerk for which a topic may not be disclosed without compromising the purpose of the executive session. Trustee Wirtz seconded. All present voted aye. The motion carried.**

**Trustee Leonard entered into Executive Session at 4:28PM**

Mayor Wolfe reopened the Regular Board Meeting at 5:02PM

**4. Amendments to the Agenda. Minute Mark 00:21**

None.

**5. Public to Address the Board. Minute Mark 00:28**

David Killingsworth. Killingsworth asked that the community to have more time to give feedback on the MX ordinance before it is voted on and would have liked the T-Mobile project moved forward for 5G cellular coverage. Killingsworth appreciates streets and grounds and would like the Mt. Vernon road to be graded as well as more information on the Westtracks project.

Katie Gill. 231 Red Rocks Vista Dr. Gill would like the board to make reasonable amendments to the MX-N code and conceptual planning process.

Reza Ardehali. 215 Bear Creek Ave. Ardehali would like the community to be better informed on topics going before the board.

Shari Raymond. 111 Canyon Vista Ln. Raymond would like a report from the beautification committee.

Ross Bradley. 16371 Morrison Rd. Bradley expressed his opposition of ordinance 558.

**6. Departmental Reports. Minute Mark 17:55**

- a. JeffCom
- b. Utility
- c. Town Manager
- d. Town Attorney

7. **General Business.** Minute Mark 37:14

- a. Ordinance 557 AMENDING SECTION 1-4-1 OF THE MORRISON MUNICIPAL CODE REGARDING MAXIMUM PENALTIES

**A motion was made by Trustee Way to adopt the ordinance amending section 1-4-1 of the Morrison Municipal Code regarding maximum penalties. Trustee Wirtz seconded. All present voted aye. The motion carried.**

- b. Ordinance 558 AMENDING TITLE 10 OF THE MORRISON MUNICIPAL CODE REGARDING GROUND-FLOOR COMMERCIAL USES IN THE MX-N DISTRICT

**A motion was made by Trustee Bernhardt to table the code reconsideration, Ordinance 558 until a future date. Trustee Way seconded. Trustee Nash voted aye. Trustee Leonard and Wirtz opposed. The motion carried.**

8. **Consent Agenda.** Minute Mark 48:48

**A motion was made by Trustee Way to approve the Consent Agenda for February 17, 2026. Trustee Bernhardt seconded. All present voted aye. The motion carried.**

9. **Future Items for Consideration.** Minute Mark 49:22

Trustee Wirtz asked for an update on the Town's ability to tow vehicles.

Trustee Leonard clarified that there is no beautification committee but welcomes the community's help with the South Park Bridge. Leonard also asked that the Town stay on top of Mt. Carbon's obligations from IGA and would like to discuss first and second ordinance readings at the next meeting.

Trustee Nash would like notice on special meeting to go out and would also like community hours to be held later in the day so more community members can attend. Nash expressed her concerns about the Westracks shuttle creating more of a homeless population.

10. **Executive Session.** Minute Mark 01:05:00

**A motion was made by Trustee Way to move that the Board of Trustees enter into executive session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) with the Town Attorney, Town Manager, and Town Clerk concerning potential annexation into municipal town boundary. Trustee Leonard seconded. All present voted aye. The motion carried.**

11. ADJOURNMENT

Mayor adjourned the regular meeting at 07:37 P.M.

TOWN OF MORRISON

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Chris Wolfe, Mayor

ATTEST:

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Courtney Christensen, Town Clerk

Report Criteria:

Date	Payee	Employee Number	Reference Number	Check Number	M	Gross	Expense	FICA	FWT	SWT	Deduct	Net	D	Info	F/T
<b>02/13/2026</b>															
<b>PC</b>															
Total PC:		5431				47,144.58	.00	3,571.78-	4,445.00-	1,829.00-	2,614.88-	34,683.92-			75.00
			16	16											

PC Hours Units Types Summary

PC	Title	Hours	Units	Net Type	Amount	D	Info Type	Amount
1-00	Regular Pay	1,098.00	.00	Direct Deposit Net	34,683.92-	D	Informational	.00
2-00	Overtime Pay	1.00	.00	Net	.00		Info Tips Reported	.00
3-00	Vacation Pay	76.23	.00				Fringe Benefit	75.00
4-01	Sick Leave Pay	100.50	.00					
6-00	Bereavement	10.00	.00					
Totals:		1,285.73	.00		34,683.92-			75.00

Total 02/13/2026:		5431			47,144.58	.00	3,571.78-	4,445.00-	1,829.00-	2,614.88-	34,683.92-			75.00
			16	16										

02/13/2026 Hours Units Types Summary

PC	Title	Hours	Units	Net Type	Amount	D	Info Type	Amount
1-00	Regular Pay	1,098.00	.00	Direct Deposit Net	34,683.92-	D	Informational	.00
2-00	Overtime Pay	1.00	.00	Net	.00		Info Tips Reported	.00
3-00	Vacation Pay	76.23	.00				Fringe Benefit	75.00
4-01	Sick Leave Pay	100.50	.00					
6-00	Bereavement	10.00	.00					
Totals:		1,285.73	.00		34,683.92-			75.00

Grand Totals:	5431		47,144.58	.00	3,571.78-	4,445.00-	1,829.00-	2,614.88-	34,683.92-	75.00
		16	16							

Grand Totals Hours Units Types Summary

PC	Title	Hours	Units	Net Type	Amount	D	Info Type	Amount
1-00	Regular Pay	1,098.00	.00	Direct Deposit Net	34,683.92-	D	Informational	.00
2-00	Overtime Pay	1.00	.00	Net	.00		Info Tips Reported	.00
3-00	Vacation Pay	76.23	.00				Fringe Benefit	75.00
4-01	Sick Leave Pay	100.50	.00					
6-00	Bereavement	10.00	.00					
Totals:		1,285.73	.00		34,683.92-			75.00

M = Manual Check D = Direct Deposit Net T = Tips Reported F = Fringe Benefits

Report Criteria:

Report Criteria:

Invoices with totals above \$0.00 included.  
 Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
			= pass thru					
<b>GENERAL FUND</b>								
<b>ADMIN</b>								
50	Cobrahelp	361008	Monthly COBRA	02/15/2026	27.00	27.00	03/03/2026	
90	Fp Mailing Solutions	RI107059318	Postbase	02/08/2026	40.50	40.50	03/03/2026	
1475	Hoffman, Parker, Wilson & Carner	1312601M	Administration	01/31/2026	2,223.23	2,223.23	03/03/2026	
1475	Hoffman, Parker, Wilson & Carner	1312618M	Records Request	01/31/2026	1,025.00	1,025.00	03/03/2026	
Total ADMIN:					3,315.73	3,315.73		
<b>BOARD OF TRUSTEES</b>								
1475	Hoffman, Parker, Wilson & Carner	1312606M	Board of Trustees	01/31/2026	1,275.00	1,275.00	03/03/2026	
Total BOARD OF TRUSTEES:					1,275.00	1,275.00		
<b>COURT</b>								
1590	Ellmann & Ellmann, P.C.	01377	2-11-26 Docket	01/14/2026	1,200.00	1,200.00	03/03/2026	
1475	Hoffman, Parker, Wilson & Carner	1312609M	Court	01/31/2026	2,006.01	2,006.01	03/03/2026	
Total COURT:					3,206.01	3,206.01		
<b>PLANNING</b>								
1475	Hoffman, Parker, Wilson & Carner	1312613M	Red Hotel	01/31/2026	162.50	162.50	03/03/2026	
1475	Hoffman, Parker, Wilson & Carner	1312622M	Copart	01/31/2026	195.00	195.00	03/03/2026	
1475	Hoffman, Parker, Wilson & Carner	1312623M	Holcim	01/31/2026	725.00	725.00	03/03/2026	
1475	Hoffman, Parker, Wilson & Carner	1312624M	Mt. Carbon	01/31/2026	175.00	175.00	03/03/2026	
1475	Hoffman, Parker, Wilson & Carner	1312625M	Miscellaneous	01/31/2026	812.50	812.50	03/03/2026	
361	IMEG Consultants CORP	25000762.07-2	201 SPA	02/24/2026	390.00	390.00	03/03/2026	
1475	Hoffman, Parker, Wilson & Carner	01312610M	Planning	01/31/2026	325.00	325.00	03/03/2026	
361	IMEG Consultants CORP	25000762.02-1	Misc. Review Services	02/24/2026	662.50	662.50	03/03/2026	
361	IMEG Consultants CORP	25000762.03-1	Office interior remodel	02/24/2026	1,315.50	1,315.50	03/03/2026	
Total PLANNING:					4,763.00	4,763.00		
<b>PUBLIC WORKS</b>								
858	Alarm Detection Systems, INC.	804155-1038	Quarterly charges Mar-May	02/08/2026	186.33	186.33	03/03/2026	
694	Mountain Alarm	7863987	Alarm & Monitoring	03/01/2026	195.60	195.60	03/03/2026	
713	Sprague Pest Solutions	6095827	Pest control	02/03/2026	23.67	23.67	03/03/2026	
113	Home Depot Credit Services	22026 334	S&G supplies	02/20/2026	69.89	69.89	03/03/2026	
113	Home Depot Credit Services	22026 334	S&G supplies	02/20/2026	115.88	115.88	03/03/2026	
113	Home Depot Credit Services	22026 334	Payment Return Fee	02/20/2026	8.34	8.34	03/03/2026	
113	Home Depot Credit Services	22026 334	S&G supplies	02/20/2026	30.55	30.55	03/03/2026	
113	Home Depot Credit Services	22026 334	S&G supplies	02/20/2026	9.98	9.98	03/03/2026	
113	Home Depot Credit Services	22026 334	S&G supplies return	02/20/2026	12.98-	12.98-	03/03/2026	
113	Home Depot Credit Services	22026 334B	S&G supplies	02/20/2026	27.81	27.81	03/03/2026	
113	Home Depot Credit Services	22026 334B	S&G supplies	02/20/2026	112.38	112.38	03/03/2026	
113	Home Depot Credit Services	22026 334B	S&G supplies	02/20/2026	5.97	5.97	03/03/2026	
113	Home Depot Credit Services	22026 334B	S&G supplies	02/20/2026	57.83	57.83	03/03/2026	
113	Home Depot Credit Services	22026 334B	S&G supplies	02/20/2026	115.88	115.88	03/03/2026	
113	Home Depot Credit Services	22026 334B	S&G supplies	02/20/2026	44.73	44.73	03/03/2026	
113	Home Depot Credit Services	22026 334B	S&G supplies	02/20/2026	30.84	30.84	03/03/2026	
113	Home Depot Credit Services	22026 334B	S&G supplies	02/20/2026	50.44	50.44	03/03/2026	
1559	Titan Machinery	021326 318	Hopper Broom	02/13/2026	967.06	967.06	03/03/2026	
Total PUBLIC WORKS:					2,040.20	2,040.20		
Total GENERAL FUND:					14,599.94	14,599.94		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>UTILITY FUND</b>								
<b>SEWER EXPENDITURES</b>								
90	Fp Mailing Solutions	RI107059318	Postbase	02/08/2026	40.50	40.50	03/03/2026	
113	Home Depot Credit Services	22026 334B	Utility supplies	02/20/2026	149.85	149.85	03/03/2026	
711	US Bank Voyager Fleet Systems	10826158B	fleet fuel fee	01/08/2026	21.00	21.00	03/03/2026	
1475	Hoffman, Parker, Wilson & Carner	1312611M	Sewer	01/31/2026	225.00	225.00	03/03/2026	
113	Home Depot Credit Services	22026 334	Payment Return Fee	02/20/2026	8.33	8.33	03/03/2026	
113	Home Depot Credit Services	22026 334	Utility supplies return	02/20/2026	20.45-	20.45-	03/03/2026	
113	Home Depot Credit Services	22026 334	Utility supplies	02/20/2026	18.96	18.96	03/03/2026	
113	Home Depot Credit Services	22026 334B	Utility supplies	02/20/2026	63.95	63.95	03/03/2026	
113	Home Depot Credit Services	22026 334B	Utility supplies	02/20/2026	29.98	29.98	03/03/2026	
113	Home Depot Credit Services	22026 334B	Utility supplies	02/20/2026	4.97	4.97	03/03/2026	
113	Home Depot Credit Services	22026 334B	Utility supplies	02/20/2026	32.95	32.95	03/03/2026	
113	Home Depot Credit Services	22026 334B	Utility supplies	02/20/2026	31.93	31.93	03/03/2026	
929	JVA Inc	26190	BCWA Representation	09/30/2025	728.00	728.00	03/03/2026	
286	Colorado Analytical Lab	260211136	Water	02/19/2026	179.00	179.00	03/03/2026	
286	Colorado Analytical Lab	260212089	Water	02/20/2026	169.00	169.00	03/03/2026	
Total SEWER EXPENDITURES:					1,682.97	1,682.97		
<b>CAPITAL PROJECTS - UF</b>								
361	IMEG Consultants CORP	25000762.00-1	Red Rocks Tank Project	02/24/2026	45,043.00	45,043.00	03/03/2026	
Total CAPITAL PROJECTS - UF:					45,043.00	45,043.00		
<b>WATER EXPENDITURES</b>								
90	Fp Mailing Solutions	RI107059318	Postbase	02/08/2026	40.50	40.50	03/03/2026	
43	Cirsa	INV1003785	Claim PC6024842-1	02/06/2026	1,000.00	1,000.00	03/03/2026	
1475	Hoffman, Parker, Wilson & Carner	1312612M	Water	01/31/2026	75.00	75.00	03/03/2026	
113	Home Depot Credit Services	22026 334	Payment Return Fee	02/20/2026	8.33	8.33	03/03/2026	
113	Home Depot Credit Services	22026 334	Utility supplies return	02/20/2026	20.44-	20.44-	03/03/2026	
113	Home Depot Credit Services	22026 334	Utility supplies	02/20/2026	25.83	25.83	03/03/2026	
113	Home Depot Credit Services	22026 334B	Utility supplies	02/20/2026	8.58	8.58	03/03/2026	
113	Home Depot Credit Services	22026 334B	Utility supplies	02/20/2026	71.36	71.36	03/03/2026	
113	Home Depot Credit Services	22026 334B	Utility supplies	02/20/2026	54.58	54.58	03/03/2026	
113	Home Depot Credit Services	22026 334B	Utility supplies	02/20/2026	27.38	27.38	03/03/2026	
113	Home Depot Credit Services	22026 334B	Utility supplies	02/20/2026	33.39	33.39	03/03/2026	
113	Home Depot Credit Services	22026 334B	Utility supplies	02/20/2026	38.39	38.39	03/03/2026	
113	Home Depot Credit Services	22026 334B	Utility supplies	02/20/2026	22.74	22.74	03/03/2026	
1548	Ferguson Ent dba PollardWater	1662525	Utility supplies	02/11/2026	33,058.20	33,058.20	03/03/2026	
238	Usa Blue Book	INV00857541	NSF Funds Fee	11/23/2025	20.00	20.00	03/03/2026	
361	IMEG Consultants CORP	25000762.01-8	Misc. Engineering	02/24/2026	615.00	615.00	03/03/2026	
361	IMEG Consultants CORP	25000762.04-1	Morrison Raw Water Metering Vau	02/24/2026	479.69	479.69	03/03/2026	
715	RESPEC Consulting & Services	INV01260514	Red Rocks Amp Potable Water	02/12/2026	18,215.00	18,215.00	03/03/2026	
715	RESPEC Consulting & Services	INV01260888	Water Engineering	02/18/2026	3,021.25	3,021.25	03/03/2026	
361	IMEG Consultants CORP	21000775.05-2	WWTF Expansion	02/24/2026	1,320.00	1,320.00	03/03/2026	
872	Treatment Technology	196805	Chemicals	02/13/2026	3,104.40	3,104.40	03/03/2026	
286	Colorado Analytical Lab	260212084	Water - Drinking	02/13/2026	24.00	24.00	03/03/2026	
1595	TugBoats Mobile Welding LLC	1560	RRE Water Pipe Welding	12/30/2025	500.00	500.00	03/03/2026	
113	Home Depot Credit Services	22026 334B	Utility supplies	02/20/2026	18.06	18.06	03/03/2026	
Total WATER EXPENDITURES:					61,761.24	61,761.24		
Total UTILITY FUND:					108,487.21	108,487.21		
Grand Totals:					123,087.15	123,087.15		

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
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Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

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Report Criteria:

Invoices with totals above \$0.00 included.

Only paid invoices included.

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