

Exhibit A

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2026 (the “Effective Date”), by and between ADAMS AND WELD COUNTIES SCHOOL DISTRICT 27J, also known as Brighton Schook District 27J, a public body corporate and a political subdivision of the state of Colorado, whose principal business address is 88 N. 40th Avenue, Building A, Colorado. (“District”), and the CITY OF COMMERCE CITY, a political subdivision in the State of Colorado whose principal business address is 7887 E. 60th Avenue, Commerce City, CO 80022 (the “City”). Referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, District and City entered into that certain Development Agreement dated August 6, 2025 and recorded on May 28, 2026 as document number 2026000030762 with the Adams County Clerk and Recorder’s Office (the “Development Agreement”);

WHEREAS, the District will undertake design and construction obligations for construction of a Landmark Drive as a sixty one foot wide major collector ; and

WHEREAS, City has requested the District to complete the plans, construction, and any work necessary to complete the Project, for which work the City will reimburse the District.

NOW THEREFORE, for valuable consideration, the sufficiency of which is expressly acknowledged, District and the City agree as follows:

1. Advance of Funds; Construction. The District shall construct, or cause to be constructed, certain improvements (the “Project”) more particularly described in **Exhibit A** and in accordance with those certain plans and specifications (the “Plans and Specifications”), attached hereto and incorporated herein, and will timely make payment of all costs incurred for completion of the Project as the same become due and payable. The parties acknowledge that the Project work is located entirely within a right-of-way (ROW) owned or controlled by the City, as more particularly depicted in the Plans and Specifications (the “ROW Area”) and the City hereby permits the District, its officers, agents, employees, officials, contractors, and subcontractors access to the ROW Area as necessary to complete the Project pursuant to the Plans and Specifications. All work within the ROW will require a ROW permit application and associated permit and lane closure fees. The City will keep the ROW Area free from obstruction or obstacles that would unreasonably interfere with District’s access to the ROW Area and ability to construct and complete the Project.
2. Reimbursement. Upon the last day of each month during the Project, the District shall supply to City an invoice of all costs incurred during that month. After review of the invoice the City shall give notice to the District of any contested costs within fourteen (14) days. The City shall pay any uncontested invoice within fourteen (14) days of receipt or pay any contested amount within fourteen days of the resolution of an contested amount. The City shall reimburse the District an overall sum total not to exceed four hundred forty four thousand eight hundred ninety eight dollars and 91/100 dollars (\$444,898.91) as provided for on the cost estimate attached hereto as **Exhibit B**. The District will complete the Project even if the cost to do so exceeds the Reimbursement Amount.
3. Term. This Agreement shall be effective from the Effective Date until the full reimbursement of the Reimbursement Amount has been made.
4. Notice. Any notice given pursuant to this Agreement shall be sent to the address given above or to any other address given in writing by an addressee to the other Party or by facsimile transmission or by personal delivery.
5. General Provisions.

- a. No Third-Party Beneficiaries. The parties expressly intend that any person other than the District and City be deemed to be only an incidental beneficiary under this Agreement.
- b. No Waiver. The failure of the City to take action with respect to any breach of any term, covenant or condition hereof shall not be deemed to be a waiver of such performance by District, a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained, or a waiver of any right to exercise any right or remedy.
- c. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*
- d. Governing Law; Jurisdiction and Venue; Attorney's Fees. This Agreement shall be governed by the laws of the State of Colorado. Venue for any litigation arising out of or relating to this Agreement shall be in the 17th Judicial District in Adams County, Colorado. District consents and waives any objection to jurisdiction in the State of Colorado, including any right of removal based on diversity of citizenship. The City shall be entitled to collect all expenses, including without limitation reasonable costs and attorney fees, relating to any dispute arising out of or relating to this Agreement.
- e. Remedies Cumulative. Each remedy provided in this Agreement is distinct from and cumulative to all other rights or remedies under the Agreement or afforded by law or equity, and may be exercised concurrently, independently or successively.
- f. No Partnership or Agency – Independent Contractor Relationship. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the relationship between District and the City shall be as independent contractors, and neither the City nor District shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.
- h. Severability. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- i. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or District on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Paragraph headings used in this Agreement are for convenience of reference and shall in no
- j. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the parties and to bind the parties to its terms.
- k. Acknowledgement of Open Records Act – Public Document. Owner hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and as such, this Agreement may be subject to public disclosure thereunder.
- l. Nonliability of Officials and Employees. No elected or appointed official, employee, agent, consultant or contractor of the City shall be personally liable to any person for any breach of this Agreement.
- m. Non-Appropriation. Notwithstanding any other term or condition of this Agreement, all obligations of the City under this Agreement, including all or any part of any payment or reimbursement obligations, whether direct or contingent, will only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement through the City's legally required budgeting, authorization, and appropriation process. Further, the City, by this Agreement, does not

create a multiple fiscal year obligation or debt either within or without this Agreement. The City, by this Agreement, does not bind future legislatures to make such appropriations.

n. Compliance. The District shall at all times during the term of this Agreement comply, in all respects with all federal, state or local immigration laws, statutes, rules, codes, orders and regulations.

(Remainder of page intentionally blank – signature page(s) follow.)

IN WITNESS WHEREOF, the City and District execute this Agreement as of the Effective Date.

CITY OF COMMERCE CITY

Steve J. Douglas, Mayor

27J SCHOOL DISTRICT

By: _____

Name: _____

Title: Authorized Signatory

ATTEST:

Stephen J. Ruger, City Clerk

Approved as to form:

Genevieve “Jean” Gill, Assistant City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2026 by _____, _____, of _____.

Witness my hand and official seal.

My Commission Expires _____.

Notary Public

Exhibit A

Landmark Drive adjacent to the Rocky Vista High School

Improvements and schedule of estimated costs for all public roadways, storm sewer systems, and sidewalks to be accepted and maintained by Commerce City as shown on the approved development infrastructure permit (DIP25-00001) dated May 28, 2025

Construct and install the following;

Landmark Drive

- Landmark Drive shall be completed by Developer with the south one-half funded by Developer and the north half funded by City of Commerce City as a Major Collector from Reunion Parkway to the westernmost property boundary. JVA to design the vertical profile and horizontal layout. City of Commerce City to design final road and bridge design.

Cost Estimate

Date: 5/24/2026

Subdivision Name: Landmark Drive For Reimbursement Agreement
Case File No.

Public Infrastructure Costs

ITEM NO.	CDOT ITEM NO.	Description	Unit	Quantity	Base Cost	Extended Cost
1		Survey	ls	1	\$ 48,790	\$ 48,790
2		Overex/Moisture Condition/Recompact	ls	1	\$ 47,938	\$ 47,938
3						-
4		Paving/Grading Mobilization	ea	2	\$ 10,287	\$ 20,573
5		Grading/Compaction/Scarification	sy	6,884	\$ 3	\$ 20,652
6		Class 6 Aggregate Base Course - 10" Heavy Duty	sy	6,884	\$ 15	\$ 103,948
7		Hot Mix Asphalt - 5.5" Heavy Duty	sy	6,884	\$ 32	\$ 223,042
13		Concrete ADA Ramps	ea	2	\$ 630	\$ 1,260
14		ADA Ramp Pavers	lf	2	\$ 96	\$ 191
17		Curb & Gutter	lf	2,407	\$ 7	\$ 38,055
19		Concrete Blankets	ls	1	\$ 611	\$ 611
20		Striping	ls	1	\$ 36,270	\$ 36,270
21		Signage	ls	1	\$ 4,225	\$ 4,225
22		Barricades	ls	1	\$ 6,800	\$ 6,800
27		Storm Sewer - RCP	lf	262	\$ 146.00	\$ 38,252.00
28		Storm Sewer - Inlets	ea	6	\$ 11,417.00	\$ 68,502.00
Sub Total					\$	659,109

626-00000	MOBILIZATION (percentage of sub total)	LS	1	\$	32,955.47	\$	32,955.47
630-00007	ENGINEERING (percentage of sub total)	LS	1	\$	32,955.47	\$	32,955.47
630-00012	TRAFFIC CONTROL (percentage of sub total)	LS	1	\$	32,955.47	\$	32,955.47
	CONSTRUCTION MANAGEMENT (percentage of sub total)	LS	1	\$	32,955.47	\$	32,955.47
	CONTINGENCY (percentage of sub total)	LS	1	\$	98,866.42	\$	98,866.42

TOTAL BID (DOLLARS):	\$ 889,798
Reimbursement for north half of Landmark Drive	\$ 444,898.91