

ORDINANCE/RESOLUTION REQUEST

Please email requests to the Mayor's Legislative Team
at MileHighOrdinance@DenverGov.org by 9 **a.m. Friday**. Contact the Mayor's Legislative team with questions

Date of Request: October 30, 2025

Please mark one: ☒ Bill Request or ☐ Resolution Request

Please mark one: The request directly impacts developments, projects, contracts, resolutions, or bills that involve property and impact within .5 miles of the South Platte River from Denver's northern to southern boundary? (Check map [HERE](#))

☐ Yes ☒ No

1. Type of Request:

☒ Contract/Grant Agreement ☐ Intergovernmental Agreement (IGA) ☐ Rezoning/Text Amendment

☐ Dedication/Vacation ☐ Appropriation/Supplemental ☐ DRMC Change

☐ Other:

2. **Title:** Amends a contract with Allied Waste Systems of Colorado LLC to extend the closing date for both parties until 12-31-2025 regarding the previously approved exchange of ownership of an approximately 18 acre parcel of land fronting Tower Road in the City of Commerce City owned by Allied with a 25.33 acre parcel in Adams County west of E470 owned by Denver International Airport, in Council District 11 (PLANE-202475538/PLANE-202581397-02).

3. **Requesting Agency:** Department of Aviation

4. Contact Person:

Contact person with knowledge of proposed ordinance/resolution (e.g., subject matter expert)	Contact person for council members or mayor-council
Name: Ken Cope, SVP of Real Estate Development	Name: Kevin Forgett, State and Local Legislative Advisor
Email: Ken.Cope@flydenver.com	Email: Kevin.Forgett@flydenver.com

5. General description or background of proposed request. Attach executive summary if more space needed:

This is an amendment to the Exchange Agreement that City Council approved in 2024 (CB24-1441; Contract No. PLANE202475538). That agreement was for the exchange of real property of an approximately 18-acre parcel of land fronting Tower Road in the City of Commerce City, owned by Allied, with an approximately 25-acre parcel of land west of E470, in Adams County, owned by the City and County of Denver through its Department of Aviation. This amendment extends each party's closing date until December 31, 2025.

This aligns with Vision 100 through Growing Our Infrastructure.

6. **City Attorney assigned to this request (if applicable):** Dave Steinberger

7. **City Council District:** Council District 11

8. ****For all contracts, fill out and submit accompanying Key Contract Terms worksheet****

Key Contract Terms

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: _____

Date Entered: _____

Type of Contract: (e.g. Professional Services > \$500K; IGA/Grant Agreement, Sale or Lease of Real Property): Exchange of property

Vendor/Contractor Name (including any dba’s): Allied Waste Systems of Colorado LLC

Contract control number (legacy and new): PLANE-202581397, PLANE-202475538 (Legacy) PLANE-202578383 (1st Amendment)

Location: Denver International Airport

Is this a new contract? ☐ Yes ☒ No Is this an Amendment? ☒ Yes ☐ No If yes, how many? 2

Contract Term/Duration (for amended contracts, include existing term dates and amended dates): No expiration

Contract Amount (indicate existing amount, amended amount and new contract total):

Current Contract Amount	Additional Funds	Total Contract Amount
(A)	(B)	(A+B)
\$0	N/A	\$0

Current Contract Term	Added Time	New Ending Date
No expiration	N/A	No expiration

Scope of work:

This request is for a Non-Competitive Amendment between Allied Waste Systems of Colorado, LLC (Allied) and Denver International Airport (DEN). Allied wishes to vacate existing ROW for Himalaya Street that serves a DEN parcel west of E470. A proposed solution to allow the ROW vacation is for Allied to assume ownership of the affected parcel and in exchange grant DEN ownership of a parcel accessible from Tower Road and contiguous to DEN land in its 2nd Creek Campus District. The exchange of DEN’s parcel for the Allied parcel is required to be on a dollar-for-dollar basis and justified by a 3rd-party land appraisal. The Allied Parcel will be subdivided to meet the dollar-for-dollar requirement, and no money will be exchanged between parties. The agreement benefits both parties, as it meets Allied’s intended goals while also giving DEN a more developable parcel, creating revenue for DEN and creating tax revenue sooner.

This amendment extends each party’s closing date until December 31, 2025.

Was this contractor selected by competitive process? No If not, why not? This procurement qualifies for the continuity of service exception under Memorandum No. 8B and will not be competitively procured.

Has this contractor provided these services to the City before? ☐ Yes ☒ No
Source of funds: Operations and Maintenance (O&M)

Is this contract subject to: ☐ W/MBE ☐ DBE ☐ SBE ☐ XO101 ☐ ACDBE ☒ N/A

WBE/MBE/DBE commitments (construction, design, Airport concession contracts): N/A

Who are the subcontractors to this contract? None