

HGMD RV Lot Committee Agenda for July 10, 2023. Meeting to take place in the Board Room at 2888 S. Heather Gardens Way at 10:00 a.m.

- I. Pledge of Allegiance
- II. Determine a quorum is present.
- III. Call the meeting to order.
- IV. Consider changes to the agenda only with a motion, second, and a majority vote.
- V. Chair's Report
- VI. HGA's Designated RV Lot Manager's Report
- VII. Consultant/Advisor Reports.
- VIII. Review of financial reports.
- IX. Unfinished business.
- X. New business.
 - a. RV Lot Committee Procedure Memorandum.
 - b. RV Lot gate.
 - c. 2024 RV Lot Budget
- XI. Public comments on non-agenda items (The time limit is five (5) minutes per speaker).
- XII. Announcements.
- XIII. Adjournment.

HGMD PROCEDURE MEMORANDUM FOR THE RECREATIONAL VEHICLE STORAGE LOT (RV LOT COMMITTEE)

This Procedure Memorandum shall supersede all previous resolutions, actions and informal practices and policies of the District or portions thereof which may be in conflict with the provisions hereof.

ARTICLE I – BACKGROUND & PURPOSE The RV Lot Committee is a standing committee authorized by the Board of Directors (Board) of the Heather Gardens Metropolitan District (District). The purpose of the RV Lot Committee is to serve in an advisory role and recommend courses of action to the Board. In particular:

- A. Oversee the operation of the District’s recreational vehicle storage lot, located along E. Yale Ave. in the extreme northeast corner of the District’s property, and develop, coordinate, and oversee projects to provide security **and improvements** for the lot; report maintenance and repairs needed; and present these to the Board for its consideration.
- B. Review and/or make recommendations concerning the policies and procedures of the District in that area of concern.
- C. Review relevant financial reports and/or make rental fee recommendations based on revenues, and expenditures for its area of concern with the goal of minimizing subsidies and maximizing the services provided.
- D. Assist in the preparation of the annual budget with the District treasurer in that area of concern.
- E. Hear recommendations or concerns from residents for that area of concern. If an idea or concern is outside of the committee’s area of concern, the committee shall refer the resident to the appropriate committee or the Clubs and Activities Committee for assistance.
- F. Any member of the committee may request that an idea, concern or motion be placed on the committee meeting agenda for discussion.

ARTICLE II - COMPOSITION The RV Lot Committee shall be composed of the chairperson (appointed by a majority vote of the Board), the District’s Agent (without vote), and a minimum of (4) four and a maximum of (9) nine eligible electors of the District.

ARTICLE III – PROCEDURES

A. Committee Chairperson. The chairperson chairs all meetings of the RV Lot Committee and appoints all RV Lot Committee members from eligible electors of the District that have applied therefor. The Chairperson publicizes activities of the RV Lot Committee (including in the Heather ‘n Yon), and reports to the Board.

B. Committee Duties and Responsibilities.

1. Accepts and evaluates proposed projects received from individual Committee members, the District, and/or members of the public. Evaluation consists of determining if funding is available and if the project will be for the benefit of the District.

2. Assures that the project **meets the décor is compatible with the appearance** of the District Facilities.

3. Submits all RV Lot Committee approved projects to the Board for their consideration. Upon District **Board** approval, the RV Lot Committee will **determine monitor** the process and/or procedure for completion of projects.

4. Annually review rules and regulations applicable to the RV Lot and recommend changes thereto, as needed, to the Board.

~~5. All committee meetings shall be open to the public and notice thereof be provided in accordance with the Colorado Open Meetings Law. Members of the public shall be allowed to speak before the committee takes formal action on any item under discussion. The committee chair may limit the public’s comment to five (5) minutes.~~

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C. Meetings

1. Agenda. The agenda for all Meetings and study sessions of the Committee is compiled by the Chair and shall be posted with the meeting notice in accordance with the law. The Committee will endeavor to post the notice and agenda at least seven (7) days prior to the meeting but in no event less than 24 hours. Any Committee member may place an item on the agenda prior to its posting.

2. Quorum. A quorum is defined as more than one-half of the number of members enrolled on the Committee at that time and who shall be present in person, telephonically, or electronically.

3. Vote Requirements. Any action of the committee shall require the affirmative vote of a majority of the members present and voting.

4. Order of Business. The business of all regular and special meetings of the Committee shall be transacted, as far as practicable, as follows:

- I. Pledge of Allegiance
- II. Determine a quorum is present
- III. Call the meeting to order.
- ~~IV. Consider approval of the minutes of the previous meeting.~~
- V. Consider changes to the agenda only with a motion, second, and a majority vote.
- VI. Chair's Report
- VII. HGA's Designated RV Lot Manager's Report
- VIII. Consultant/Advisor Reports.
- IX. Review of financial reports.
- X. Unfinished business.
- XI. New business.
- XII. Public comments on non-agenda items (The time limit is five (5) minutes per speaker).
- XIII. Announcements.
- XIV. Adjournment.

5. Motions and Recommendations. All recommendations to the District's Board of Directors shall be accomplished by the passage of motions.

(1) A motion which is on or added to the agenda may be made at any regular or special meeting in open session by any member, including the Chair.

(2) A motion may be made to take the following actions, including but not limited to, approve, disapprove, table to a certain date, table indefinitely, or refer an item to another committee or club.

(3) A member may provide a rationale for consideration by the Committee.

~~(4) After the rationale is explained the motion must receive a second or the motion dies without a vote.~~

(5) After a motion ~~and a second~~, the members may have further discussions about the motion. If there is no objection, the Chair may end the discussion.

(6) Public comment will be heard on the motion prior to the vote. Members of the public shall raise their hand whether in person or appearing electronically and may comment after being recognized by the Chair. Public comments will be limited to 5 minutes per speaker. The Chair may limit the number of speakers expressing the same position as reasonable. No response to public comment is expected or required, however, the Committee will endeavor to respond.

(7) The members will then vote on the motion.

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ARTICLE IV – POLICIES

A. Non-Discrimination Policy. The District will not exclude anyone from renting a space in the RV Lot based on national origin, race, color, physical handicap, or sexual orientation.

B. Open Meetings and Notice. Per CO Rev Stat § 24-6-402 (2016) (b) All meetings of a quorum or three or more members of any local public body, whichever is fewer, at which any public business is discussed or at which any formal action may be taken are declared to be public meetings open to the public at all times. (c)... In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting.

C. Donation/Project Policy.

1. Donations ~~to the District~~ are accepted by the RV Lot Committee if they are suitable and appropriately intended for the benefit of the District's recreational vehicle storage lot.

2. Persons wishing to make a donation are asked to complete an **RV Lot Committee** donation form ~~created by the RV Lot Committee and~~ available in the **Heather Gardens** Management Office ~~and Clubhouse lobby for documentation purposes~~. These donations may be tax deductible.

3. Donations should be delivered to the Heather Gardens Management Office for deposit into the **RV recreational vehicle** storage lot account. The Board Treasurer or designated assistant will post said donations into the designated **recreational vehicle storage lot** category ~~(RV storage lot)~~. The donation form is **then** sent to the Board Secretary or designated assistant, who drafts the letter of acknowledgment for the chairperson to sign. Once signed, the letter is sent to the donor. The chairperson verifies the amount against the monthly financials provided by the Board Treasurer.

4. For unspecified donations, the **RV Lot Committee Board Treasurer** has the prerogative of using the donation on the most current **recreational vehicle storage lot** project or may reserve it for a future project.

~~5. Donations to the RV Lot shall not be used for routine maintenance of District Facilities or Heather Gardens Association property.~~

5. Donations that come in for a specific project shall be utilized for that project until it is totally funded. Excess donations that come in for a project will be moved to the unspecified funds to be used on future projects.

D. Leasing and use procedures.

1. Leasing of Space(s). Individual spaces within the RV Lot may be leased by the District on a first-come, first-served basis to any person in accordance with the terms of an RV storage agreement, including, but not limited to, the payment of an annual lease fee as set forth in the Schedule of Fees and Charges. Assignment of individual spaces is subject to the discretion of the ~~District~~ **designated HGA RV Lot manager**. Once all individual spaces have been leased the ~~District manager~~ will maintain a waitlist for leasing individual spaces. The ~~District manager~~ will also maintain a waitlist for persons wishing to transfer individual space locations. When an individual space becomes available preference will be first given to persons on the space transfer waitlist and then to persons on the space lease waitlist. Once a person is offered an appropriate size space for the vehicle in the RV Lot, a lease must be executed within three (3) business days, or the person will be placed at the end of the respective waitlist. **If the RV occupying a space is sold to another person, the lessee may not sublet that person. Instead, that person must become the lessee, but will not be put on the wait list.**

2. Maintenance of Vehicles. Lessees are responsible for all repairs and maintenance to their vehicle(s) parked in the RV Lot and shall keep such vehicles in a working and serviceable condition (e.g., drivable, towable with no flat tires

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and appropriately licensed) and the area within the individual space in a neat, orderly, and aesthetically pleasing manner free from debris and trash.

3. RV Lot Dump Station:

- a. Lessee's may only use the dump station for the vehicle that is the subject of the RV storage agreement.
- b. Lessees must use a discharge hose to dump the contents of the RV holding tanks.
- c. The dump station may only be used to dump the contents of the RV holding tanks, i.e. wash water, known as "gray" water, and toilet water, known as "black" water. The discharge of any other materials is strictly prohibited.
- d. The **potable** water faucet **are is only for** used to **filling** an RV's fresh water tank and may not **be used for any other purpose**. The **non-potable water faucet is to** be used to flush holding tanks or rinse discharge hoses.
- e. Use of the dump station to wash vehicles is prohibited.

4. Prohibited Activities.

- a. Lessees are prohibited from parking any vehicle that is not allowed under a current and valid RV storage agreement in the RV Lot.
- b. Lessees are prohibited from storing any items, other than authorized vehicles and the items therein, within the RV Lot.
- c. Lessees are prohibited from storing any flammable liquids, explosives, contraband, illegal substances, other than those included as an integral part of a factory built-in component of the vehicle, within the RV Lot.
- d. Lessee is prohibited from storing any items within the RV Lot which might cause damage to property, present danger to Persons, or create offensive appearances or noxious odors.
- e. Lessee is prohibited from subleasing the leased space.

5. RV Lot Gate. The gate to the RV Lot must remain closed at all times when it is not being activity used for ingress or egress to the RV Lot.

HGMD PROCEDURE MEMORANDUM
FOR THE RECREATIONAL VEHICLE STORAGE LOT (RV LOT COMMITTEE)

ATTACHMENT 1
RV LOT SPACE RENTAL AGREEMENT

DATE: _____

LEASE PERIOD FROM: _____ TO: _____

SPACE #: _____

LESSEE: _____

LESSEE'S PHONE #: _____

LESSEE'S ADDRESS: _____

EMERGENCY CONTACT, OTHER THAN ABOVE:

Name:

Address:

Phone #:

VEHICLE 1: MAKE _____ TYPE _____ COLOR _____ LENGTH _____ YEAR _____ LICENSE# _____

VEHICLE 2: MAKE _____ TYPE _____ COLOR _____ LENGTH _____ YEAR _____ LICENSE# _____

INSURANCE: _____

Pursuant to Section 38-21.5-101.5, C.R.S., please disclose any lienholders with an interest in property that is or will be stored in the RV Lot:

This RV Lot Space Rental Agreement (Agreement) is made and entered into the effective date first written above (Effective Date) by and between Heather Gardens Metropolitan District (HGMD), a quasi-municipal corporation and political subdivision of the State of Colorado, and the above-named lessee (Lessee). In consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. In consideration of the annual rental charge of _____ (Rent) which is due and payable by the Lessee to the HGMD on the Effective Date and on January 1 of each subsequent year this Agreement remains in effect (at the then current rate), the HGMD hereby grant the Lessee a revocable lease of the space described above by space # (Space) which is generally located at the far north-eastern corner of the Heather Gardens community, with entry along E. Yale Ave. to be used solely for the purpose of storage of the vehicle(s) described above. Notwithstanding the foregoing, the Rent may be paid quarterly in the amount of _____ by the Lessee in advance of each calendar quarter on January 1, April 1, July 1 and October 1. If the terms of this Agreement commence in the middle of a payment period, the first rental installment shall be prorated through the end of December for an annual term or through the end of the calendar quarter for the quarterly term, and thereafter, rental payment shall be due on the dates set forth in this paragraph.

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2. Rent is due and payable on January 1 of each year (which may be paid quarterly as provided above) that this Agreement remains in effect. If Rent payment is not received by the due date, a late charge of 20% of the applicable Rent will be assessed. It is understood by Lessee that pursuant to Section 38-21.5-101.5, C.R.S. if no payment has been received for a continuous thirty-day period all articles stored under the terms of such agreement will be sold or otherwise disposed of by HGMD. Lessee hereby agrees that failure to timely pay Rent and any late fees constitutes a breach of this Agreement and shall be a basis for immediate termination of this Agreement by HGMD.
3. Checks for the payment of Rent and gate opener deposits are to be made payable to "Heather Gardens Metropolitan District" and delivered to Accounts Receivable, 2888 S. Heather Gardens Way, Aurora, CO 80014.
4. Lessee hereby acknowledges receipt of _____ Automatic Gate Opener(s) for purposes of gaining entry to the RV facility. There is a \$35.00 deposit per gate opener which is refundable when the gate opener is returned, in operating condition, upon termination of this Agreement.
5. This Agreement shall automatically renew on January 1 of each calendar year at the then current rental rate unless the Lessee notifies HGMD in writing at least thirty (30) days prior to December 31 of its intent to terminate this Agreement.
6. Either party may terminate this Agreement by providing the other party with a written notice of intent to terminate at least thirty (30) days prior to the last day of any calendar quarter in which this Agreement is in effect. If the Lessee is in default of the terms of this Agreement HGMD may terminate this Agreement at any time after notice of a violation has been provided in accordance with the HGMD Rules and Regulations and the Lessee has been afforded an opportunity to cure or appeal the violation in accordance with the HGMD Rules and Regulations. In the event of the termination of this Agreement at any time other than at the end of a quarterly period, the rent for that entire quarter shall still be due and payable, and the Lessee shall not be entitled to reimbursement for any prepaid rent for any portion of that quarter which is unused due to such termination.
7. If Lessee is a resident of or owner of property in HGMD and moves away from or sells their property in Heather Gardens, the Lessee and Lessor hereby agree that this Agreement shall remain in effect but shall be automatically amended such that Rent is converted to the then current rate applicable to non-residents/non-owners.
8. HGMD may change the terms of this Agreement for any renewal term hereof by providing notice of the new terms to the Lessee in writing at least thirty (30) days prior to December 31.
9. Lessee hereby agrees to keep all vehicle(s) stored in the Space insured and current on registration with the State of Colorado. The Lessee shall provide HGMD and its agent(s) with a current copy of Lessee's insurance policy, the insurance agent's name and contact number, and current proof of registration. If at any time a Lessee's vehicle registration and/or insurance expire Lessee shall be considered in default of this Agreement.
10. For purposes of this Agreement, a "Recreational Vehicle" is defined as a motor vehicle or trailer which includes living quarters designed for accommodation, such as but not limited to, a bathroom, bedroom, and or kitchen. Recreational Vehicles allowed to be parked in the RV Lot include: motorhomes, camper vans, caravans, fifth-wheel trailers, pop-up campers, camper trailers, and truck campers. In addition, boats on a trailer will be considered recreational vehicles. All items listed must fit into the designated spot, RVs stored in this lot may not exceed 38 feet in length. Measurements of RVs are determined in the following ways: class A, class B, and class C motorhomes including vans and truck mounted

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campers' lengths are measured from the front bumper to rear bumper. Travel trailers are measured from the rear bumper to the ball socket on the hitch tongue. Fifth wheel trailers are measured from the rear bumper to the center of the kingpin. No commercial vehicles may be parked in the RV storage area. Any exceptions shall be at the discretion of HGMD or its agent(s).

11. The Lessee's vehicle(s) described above shall be the only vehicle(s) authorized to park in the Space; any passenger car, truck and/or van that may be left in place of the recreational vehicle (RV) while the RV is being used must be included in the description above or may be subject to removal by HGMD. Any exceptions to this shall be at the discretion of HGMD or its agent(s). Lessee hereby agrees that parking an unauthorized vehicle in the Space or anywhere in the RV Lot may result in removal of the unauthorized vehicle, constitutes a breach of this Agreement, and shall be a basis for immediate termination of this Agreement by HGMD.
12. The Lessee shall not have the right to sublease the Space.
13. Lessee agrees to abide by the HGMD Property Policy Procedure Memorandum, HGMD Rules and Regulations, and all local, state and federal rules, regulations, and laws applicable to the Space and use thereof, all of which may be amended from time to time.
14. Lessees are responsible for all repairs and maintenance to the vehicles parked in the RV Lot and shall keep such vehicles in a working and serviceable condition (e.g., drivable, towable with no flat tires and appropriately licensed) and the area within the individual space in a neat, orderly, and aesthetically pleasing manner free from debris and trash. No other storage, except within the vehicle(s), is allowed. However, other than built-in factory equipped containers that are an integral part of the RV, storage of flammable liquids, explosives, contraband, illegal substances, such as, but not by way of limitation, gasoline, gunpowder, ammunition, fireworks, stolen property, illicit drugs, etc. is prohibited. Lessee agrees not to store any items that might cause damage to the property, present danger to persons, or create offensive appearances or noxious odors.
15. HGMD or its agents reserve the right to enter the Space to inspect the Space and to notify Lessee of any deficiencies in the care or use of the Space and surrounding areas.
16. Storage of and access to the vehicle(s) shall be on a 24-hour basis, by means of a gate opener. Lessee agrees to keep his/her vehicle(s) locked at all times. Lessee understands that **NO ATTENDANT WILL BE ON DUTY AT ANY TIME**. Lessee hereby releases HGMD and its employees, consultants, licensees, invitees, agents, successors, and assigns for any responsibility for articles left in the vehicle(s), for loss or damage to the vehicle(s) caused by other Lessees, for loss or damage to the vehicle(s) caused by rain, hail, wind, freezing, acts of God, personal injuries or property damage during entry or exit, theft of the entire vehicle or any part thereof, fire explosion, riots, civil commotion, malicious mischief, vandalism or any other cause beyond the control of HGMD.
17. Lessee hereby acknowledges that entering into this Agreement establishes a lien on all personal property located in the Space in favor of HGMD in accordance with Section 38-21.5-102, C.R.S., which lien may be enforced in accordance with Section 38-21.5-103, C.R.S. and any other applicable laws.
18. Use of RV Dump Station:
 - A. Lessee may only use the dump station for the vehicle(s) that is the subject of this Agreement.
 - B. Lessee must use a discharge hose to dump the contents of the RV holding tanks.

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- C. The dump station may only be used to dump the contents of the RV holding tanks, i.e. wash water, known as “gray” water, and toilet water, known as “black” water. The discharge of any other materials is strictly prohibited.
- D. Accidental spillage of holding tank contents outside of the curbed containment area must be immediately reported to Security at (303) 750-9477.
- E. There are separate water faucets with hoses labeled potable (meaning suitable for drinking) and non-potable. DO NOT USE the potable hose to flush holding tanks or rinse discharge hoses. Potable water is to be used only for filling an RV’s freshwater tank.
- ~~F. The water faucets are only for use filling an RV’s freshwater tank and may not be used to flush holding tanks or rinse discharge hoses.~~
- G. F. Use of the dump station to wash vehicles is prohibited.

19. Indemnification and Accidents:

- A. Lessee agrees to take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents or injury to persons or property on, about, or adjacent to the Space.
- B. Lessee shall continuously maintain adequate protection to the HGMD’s property from injury or loss arising in connection with the Lessee’s activities and shall make good any such damages, injury, or loss except for ordinary wear and tear incidental to the use of the Space by the Lessee.
- C. Lessee hereby agrees on behalf of itself and its successors and assigns, to waive and release all liability and to forever defend, indemnify, and hold harmless, HGMD, HGMD’s employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney’s fees, caused by, resulting from, or in any way arising out of, or alleged to arise out of, in whole or in part, the use of the Space and HGMD RV Lot by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns and on account of or in any way growing out of any personal injuries or property damage resulting from the storage of the vehicle(s) involved by HGMD and its employees, consultants, licensees, invitees, agents, successors, and assigns under this Agreement.
- D. The Lessee agrees to report any accidents, injury, or damage to the appropriate authorities and HGMD Security immediately.

Signatures below indicate approval and acceptance of the above-mentioned terms and conditions:

HGMD

LESSEE

By:

HGMD PROCEDURE MEMORANDUM
FOR THE RECREATIONAL VEHICLE STORAGE LOT (RV LOT COMMITTEE)

ATTACHMENT 2 RV LOT FACT SHEET

Features:

- Capacity of 74 spaces
- Uncovered spaces for vehicles 20 ft. to 38 ft.
- Wide-drive aisles
- Six-foot security fence with three strands of barbed wire around the top
- Remote-controlled gate
- 24/7 security patrol
- 24/7 access
- ~~Water and electricity at the dump station~~
- Dump station (water and electricity outlet available)
- ~~Electrical outlet~~
- Entire storage facility is paved and lighted at night.

Rental Rates:	Space (Length)	Resident	Non-Resident
	38 feet	\$137 per quarter	\$411 per quarter
	36 feet	\$119 per quarter	\$357 per quarter
	34 feet	\$112 per quarter	\$336 per quarter
	30 feet	\$ 99 per quarter	\$297 per quarter
	25 feet	\$ 83 per quarter	\$249 per quarter
	20 feet	\$ 66 per quarter	\$198 per quarter

Rental Payment: Rent must be paid on a quarterly basis. Checks can be made payable to:

Heather Gardens Metropolitan District (HGMD)
Attn: RV Lot
2888 S. Heather Gardens Way
Aurora, CO. 80014

~~The Heather Gardens Association Resident Service Representative will be responsible for lease preparations, collections, refunds, issuing of the gate opener, etc.~~

~~Telephone inquiries may be made by calling (303) 755-0652 ext. 107.~~

Access Ability: A Lessee has access to the RV facility on a 24-hour basis.

Insurance & Registration: Proof of insurance and registration of vehicle in the name of the lessee shall be provided on all vehicles. The Lessee shall provide current copies of this information.

Administration: The Heather Gardens Association Resident Services ~~Manager~~ Coordinator will be responsible for lease preparations, collections, refunds, gate opener, etc. Telephone inquiries may be made by calling (303) 755-0652.

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Waitlist: A waitlist will be maintained by the District. Once a person is offered an appropriate size space for the vehicle in the RV lot, a Lease must be executed within three (3) business days or be placed at the end of the respective waitlist.

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