

RV Storage Lot Committee Report for October 14, 2024

- I. Called to order at 1:00 p.m., attending: Forrest McClure (chair), Len Robinson, Lynn Nicholson, Lee Nicholson, Tom Sandquist.
- II. Chair's Report:
 - A. Solar streetlight is up and operating on the pole bordering Yale Ave.
 - B. "Caution Non-Potable Water Do Not Drink" signs are mounted on both dump station faucets as are Vacuum Breaker Backflow Preventers.
- III. Unfinished business
 - A. The committee recommends the purchase of 6 Solar streetlights from Amazon for \$1,080: [Brand: WYWNA Store](#). Motion by Tom Sandquist, seconded by Lee Nicholson. All members were in favor.
 - B. The committee recommends that landscape grading at the Dump station and Gate be awarded to Highlands Stamped Concrete for \$3,493.
- IV. New business
 - A. The committee recommends that the HGMD board allow the committee to manage the RV Lot gate openers, lease agreements, transfer and wait lists. Motion by Tom Sandquist, seconded by Lynn Nicholson. All members were in favor.
 - a. The committee also unanimously approved the revised lease agreement as presented (find attached to this report).
 - B. Lee Nicholson agreed to write a club application and written report for the RV Lot Club by November 5th.
- V. Public comments:
 - A. A Mary Fischer requested to be placed on the waiting list for the RV lot.
- VI. Adjourned at 2:00 p.m.

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PROPOSAL / CONTRACT

Plans: **RV Storage Lot - 14400 E. Yale Ave.** By: Forrest McClure Bid#: 1994
 Job: Plan Date: 9/11/2024 1:58:41 PM
 TO: **Heather Gardens Metropolitan District** Location: Aurora, CO 80014 "This Proposal Replaces All Previous Proposals for the Same Work."
 14400 E. Yale Avenue Attn: **Forrest McClure / Lot Committee Chair**
 Aurora, CO 80014 T: F: forrestmclure@hgmetrodist.org

Specifications:

1. Retaining Wall Gate Chase
 - * Excavate trench along existing fence (approx. 25 LF) and haul away spoils.
 - * Form, place and finish reinforced bottom slab w/ vertical retaining wall per drawing provided.
 - * Sloped "Top of Wall" elevation will extend approx. 6" above existing grade.
 - * Existing rock area will be remove and subgrade cut to allow for positive surface drainage.* Place landscaping fabric & river rock after grading is completed (approx. 786 SF).

General Specifications:

- Grade 60, non-epoxy coated deformed #4 rebar typical for all work.
- 6" slab & wall thickness, 4500 psi, Class D, air entrained concrete mix design.
- Imported Class 6 road base fill material as needed w/ mechanical compaction.- Light broom finish for surface texture w/ tooled control joints as needed. **Plans Included in This Bid**

Plan# / Desc.	Fnd/Walls/Etc.	Flat/Site/Misc.	Total
1. Retaining Wall Gate Chase	\$15,452.53	\$0.00	\$15,452.53

\$15,452.53	\$0.00	\$15,452.53
Fnd/Walls/Etc.	Site/Flat/Misc.	Grand Total: Totals

Notes / Inclusions / Exclusions:

Includes:

Excavation, hauling, compacted backfill, forming, concrete, reinforcement, 3" landscape rock, labor & misc. material / small tools as needed to complete job outlined above.

Excludes:

Saw-cuts, testing, engineering, soil conditioning, sealants, RV sewer/irrigation/electrical repairs or relocates, surveying, private locates, asphalt patchwork, traffic control plans / permits. Change orders to be completed in writing.

VII. ALTERNATES / OPTIONS

- * Excludes any items not specifically mentioned above!
- * Accessibility to the job site, the cost of concrete pumps, and the export of spoils are not part of this proposal unless expressly mentioned above!
- * Unless otherwise noted, this is a non-prevailing wage and a non-public work job.
- ** Sunny Day Concrete, LLC may withdraw this proposal if the start of this project conflicts with the availability of workforce and/or other resources or material price increases and / or 30 days have passed from the date of this proposal.
- * All grades are to be established to + or - 1/10' and brought to proper compaction.
- * Progress payments are to be made as work is completed unless other arrangements are made.
- * Interest will be added to overdue invoices at 1.5% per month. If legal action is necessary due to nonpayment, the prevailing party will also be awarded reasonable attorney's fees.
- * Pricing reflects work completed during a typical work week unless expressly noted in the job description.

VERY IMPORTANT PLEASE READ:

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- * ICE-MELTING CHEMICALS SHOULD NEVER BE USED ON CONCRETE
- * FERTILIZER CAN CAUSE RUST MARKS
- * POSSIBILITY OF CRACKS IN CONCRETE FLATWORK TO BE CONSIDERED NORMAL * CONCRETE IS HANDWORK; PUDDLES MAY OCCUR.
- * COLOR CAN VARY BY TEMPERATURE, HUMIDITY AND SUNLIGHT
- * DUE TO COLORADO SOIL CONDITIONS, SUNNY DAY CONCRETE IS NOT RESPONSIBLE FOR CONCRETE CRACKING OR BREAKING
- * TROWEL MARKS ARE NORMAL
- * BROOM FINISH CAN VARY DUE TO SHADE AND SUNLIGHT
- * NOT RESPONSIBLE FOR UNSEEN SPRINKLER OR UTILITIES UNDER CONCRETE
- * SUNNY DAY CONCRETE, LLC IS NOT RESPONSIBLE FOR VANDALISM OR WEATHER ONCE THE JOB IS COMPLETED AND FORMS ARE REMOVED

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Job: RV Storage Lot - 14400 E. Yale Ave.

ACCEPTANCE OF PROPOSAL- The prices, specifications, and conditions above are satisfactory and are accepted. You are authorized to do work as specified.
Please sign & email back to our office at John@sunnyday-concrete.com.

OWNER / CONTRACTOR

DATE

BidBy: **John Lucio / Project Manager**

C. 720-635-5233 F. 303-922-3919 john@sunnyday-concrete.com

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CONTRACT



DATE: SEP 23 24

FOR: CONCRETE WALL

Bill To: LEN WEST
 14400 E YALE AVE AURORA CO 80014
 HEATHER GARDENS METROPOLITAN ASS
[303 829 1947or LEN WESTRANCH@ G MAIL.COM](mailto:LEN.WESTRANCH@G.MAIL.COM)

DESCRIPTION	AMOUNT
<p>I, JORGE WITH MARQUEZ AND SONS CONSTRUCTION SUBMIT THE NEXT WORK TO MR LEN WEST WITH HETHER GARDENS . CONCEPT A RETAINING WALL TO CONTEAING DIRT . MARQUEZ CONSTRUCTION WILL FURNISH LABORER AND</p> <p>SCOPE OF WORK: RETAINING WALL (25' X 12" HIGE X 16 ") TO FOLOW BLUEPRINT MATERIALS 1TON OF ROAD BASE , 2 YARD OF CONCRETE AT 4000 PSI 80 OF # 4 REBAR.</p> <p>TIME TO FINISH JOB 2 DAYS WATHER PARMITED,</p> <p>2),. BOBCAT RE GRADE EXISTIN ROCK AND DIRT , 280 SFT ASPHALT LABEL</p> <p>JORGE MARQUEZ -----</p> <p>LEN WEST _____</p>	<p style="text-align: right;">\$3,200.00</p> <p style="text-align: right;">\$1,670.00</p>
	<p>\$3,200.00</p>

Make all checks payable to **Marquez Construction**
 If you have any questions concerning this invoice, contact the above telephone number (303-995-5268) or E-mail jorgemarquez15@hotmail.com

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1405 S Pierce St
Lakewood Co 80232
Phone # 720 229-6751
(720) 229-6751
oscarozeta1971@gmail.com
720 229 6751
Oscar_ozeta@yahoo.com

Estimate

Highlands Stamped Concrete

For: Heather Gardens Metropolitan District RV storage lot
14400 East Yale avenue.
lenwestranch@gmail.com
14400 E Yale Ave
Aurora, CO, 80014
+1 (303) 829-1947

Estimate No: 151
Date: 09/30/2024

Description	Quantity	Rate	Amount
Evacuation. For the footing wall set up and. Extra. Next to the propose footing. 2 guys	16	\$45.00	\$720.00
Concrete footing and wall mono por. With rebar	1	\$2,435.00	\$2,435.00
Concrete short load	1	\$189.00	\$189.00
dump fee at waste management inc	1	\$149.00	\$149.00
		Subtotal	\$3,493.00
Payment Details		TAX 0%	\$0.00
A 33% deposit of \$1,152.69 is required by 09/30/2024.		Total	\$3,493.00

Total \$3,493.00

Deposit due 09/30/2024 \$1,152.69

ATTACHMENT 6
RV LOT SPACE RENTAL AGREEMENT

DATE: _____ LEASE PERIOD FROM: _____ TO: _____ SPACE # _____
LESSEE: _____ 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 C.R.S. 38-21.5-101. et. seq., please disclose any lienholders with an interest property that is or will be stored in the RV Lot:

This RV Lot Space Agreement (Agreement) is made and entered into the effective date first written above (Effective Date) by and between Heather 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 to 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 the Agreement remains in effect (at the then current rate), the HGMD hereby grants the Lessee a revocable lease of the space described above by space # (Space) which is generally located at the far eastern corner of the Heather Gardens community, immediately south of Yale Avenue to be used solely for the purpose of storage of the vehicle(s) described in this agreement. 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.
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 the 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

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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 **this** 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 - RV Lot" and delivered to "HGMD, 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 opener charge, which is refundable when the 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 and 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 any recreational vehicle stored in their 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 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

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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 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 recreational vehicle described in this agreement shall be the only recreational vehicle 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 this agreement or may be subject to removal by HGMD ~~or its agent(s)~~. 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~~ RV Storage Lot Committee 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 Lessee's 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, ~~with awnings, slides and stairs retracted when unattended~~. 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

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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.
 - 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 in filling an RV's freshwater tank and may not be used to flush holding tanks or rinse discharge hoses.
 - g. 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, the 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

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Lot by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns and on account of or in any personal injuries or 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 _____

DATE:

LESSEE _____

DATE: