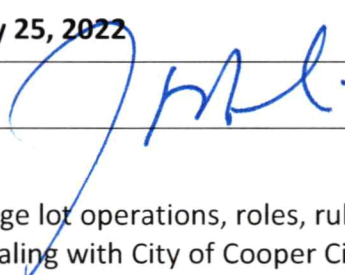




SUBJECT	RV Storage Lots Operations & Procedures
Policy	10-001
Issued Date	July 25, 2022
City Manager Approval	

PURPOSE: To establish and identify storage lot operations, roles, rules, responsibilities and procedures for the RV Storage Lot Manager when dealing with City of Cooper City residents contracting for the use of the Municipal Parking Facilities.

POLICY & PROCEDURE:

1. The use of the RV Storage Lots shall be limited solely to the intermittent storage of any of the below-described vehicles, and no others:
 - a. Boats and boat trailers, less than thirty (30) feet in length.
 - b. Recreational vehicles and/or travel trailers, less than thirty (30) feet in length.
 - c. Single axle commercial vehicles which are less than thirty (30) feet in length.
 - d. City residents who do not comply with the provisions of this paragraph and who had a valid lease as of November 1, 1984, are hereby grandfathered.
2. Rentals shall be limited to one space per household and all lessees shall be residents of Cooper City; however, if vacant spaces are available within the Facilities after the waiting list has been exhausted, City residents may apply for an additional space.
3. Should a Lessee cease being a City resident, the rental space shall be forfeited. Proof of residency, as evidenced by a valid Florida Driver's License or a voter's registration card, and a current utility bill (electric, water) is required.
4. Lessee's home address must match the address on the registration of any vehicle in Lessee's storage space during the term of the lease agreement. If not, Lessee must provide a notarized letter from Lessee's employer stating that the vehicle is issued to Lessee for purposes of employment. Without a letter from Lessee's employer, if Lessee's home address is no longer the same as the address on the registration of any vehicle in Lessee's storage space, Lessee shall

have 30 days to vacate the storage spot and will be subject to having the vehicle(s) towed at the discretion of the City and at Lessee's expense.

5. Leases shall be executed for six-month periods commencing on April 1 and October 1 of each year, and the rental fee for such period shall be collected in advance. The Lessee shall post a security deposit of One Hundred Dollars (\$100.00) with the City. If the Lessee should vacate a space prior to the expiration of the Lease term, the Lessee may receive a refund for the balance of the term of the Lease, commencing on the first day of the month following the cancellation of the Lease.
6. After a Lessee vacates the Facilities, and upon a satisfactory inspection and verification by the Public Works Department of no damage to the Facilities by Lessee, the City will return the security deposit to the Lessee. Should the City find any damage to the Facilities, caused by the Lessee, the Public Works Department shall notify the Finance Department & Risk Management of the cost for repairs and/or replacements. The cost of the repairs will be deducted from the security deposit, and the remaining balance of the security deposit, if any, will be refunded to the Lessee. If the security deposit is insufficient to pay the actual costs of repair and/or replacement, the Finance Department will invoice the Lessee.
7. Past Due/Delinquent Accounts:
 - a. The RV Storage Lot Manager will first mail & email past due letters on the 16th day of the April & October Billing Cycle informing the lessee of their past due balance & has incurred a \$25 penalty fee.
 - b. In the event that Lessee's account is past due by one (1) month or has an outstanding penalty fee, Lessee's access to the RV lot will be restricted.
 - c. In the event that Lessee's account is past due by one (1) month a certified letter of demand to make a payment in full serves as the second & final notice to the lessee either sent by the City or by the City Attorney's office. If the lessee makes a payment in full the restriction to the RV lot is lifted and the lease remains valid.
8. Any charges, including lease payments or charges for damages for removal of vehicles as provided for in the Rules and Regulations, which remain unpaid after thirty (30) days' notice to the Lessee, shall be subject to interest at the rate of 10% per annum. Such charges, including penalties, unpaid after sixty (60) days, shall be added to the Lessee's water and sewer utility bill. In addition, after sixty (60) days, should any charges remain unpaid, the vehicle may be towed from the Facilities by the City designated towing service to their storage facility. The Lessee shall be responsible for all expenses associated with the towing and storage of the vehicle. The Lessee shall forfeit its right to the Lease, and the leased space shall then be leased to the next individual on the waiting list.

9. The RV Storage Lot Manager or assignee will:
- a. Manage customer service calls and Emails, deal with the Community Outreach & procure new tenants.
 - b. Open new accounts & process payments, run & print billing cycles.
 - c. Run reports for past due balances, violations, vacancies and delinquent accounts and forward to the City Attorney's Office to handle accordingly.
 - d. File violations, notices, and due balance letters in their respective account file.
 - e. Maintain and call Residents on the waiting list.
 - f. Meet with residents who must come in person to sign their lease, receive the rules and regulations, provide proof of residency, and submit current & valid registration for the exact property to be stored and payment in full for the billing cycle.
 - g. After City Manager reviews and signs each lease, mail & email the lease to the resident/tenant for their records and file the hardcopy in each account.
 - h. Log & issue a key card to each lessee upon signing of the lease for access to either the East or West Lot.
 - 1. An additional key card may be purchased for \$25. Each account may have up to two key cards at any given time. If a key card is lost or stolen, the lessee must report it to City staff wherein the key card will be deactivated and a new key card will be issued at an additional cost of \$25 for each card. Each key card is programed by Public Works, as they keep a log of each key card number relating to each space number & lessee's name. Additionally, the RV Storage Lot Manager shall add the key card number to each account file.
 - i. Perform monthly audits of the east and west lots to verify but not limited to the following:
 - 1. The Lessee shall keep all vehicles in an operable condition, which includes, but is not limited to, inflated tires, working motors, current vehicle registration, license plates, annual tags, and insurance.
 - 2. Lessee's home address must match the address on the registration of any vehicle in Lessee's storage space during the term of the lease agreement.
 - 3. The vehicle in Lessee's space shall be owned by the Lessee (Cooper City residents only), unless the vehicle is owned by Lessee's employer and Lessee's employer has

provided a notarized letter as required by the lease agreement. Boats and boat trailers, less than thirty (30) feet in length.

4. The Lessee shall not park a vehicle so that the vehicle overhangs into a grassy, or landscaped area, which would prevent the City from providing regular maintenance to the Facilities by the City.
 5. Space is free and clean from debris, or unauthorized materials.
 6. Determine possible damage to the Facilities including but not limited to landscaping, sprinkler systems, gates and fencing, and light poles.
 7. Lessee shall keep all vehicles in an operable condition, which includes, but is not limited to, inflated tires, working motors, current vehicle registration, license plates, annual tags, and insurance.
 8. Lessee shall not sublet or assign any portion of the Leased Premises at any time during the term of this Lease.
 9. If the Lessee's space is vacant for more than three months, Lessee shall provide a letter to the City stating the reasons for the vacant space and provide to the City documentation evidencing ownership of the vehicle within fourteen (14) calendar days from the noticed being received by the City.
 10. The Lessee shall not make any repairs to the vehicle described in Paragraph 1 of the Lease Agreement, or to any other vehicle, within the confines of the Facilities, other than the re-charging of a battery or changing of a flat tire.
 11. The Lessee shall not operate a business at the Facilities
 12. Directly following the monthly audits violation letters are mailed to the tenants in accordance with the enforcement of Appendix B – Lease Agreement Schedule B – Rules and Regulations. The RV Storage Lot Manager checks for corrected violations during the next audit. Should the RV Storage Lot Manager find violations have not been corrected, each violation is addressed per Appendix B – Lease Agreement Schedule B – Rules and Regulations and Lessee's access to the RV lot will be restricted.
10. Any violation of the Parking Facilities Rules and Procedures may be a basis for immediate termination of the Lease.