




**AGENDA
FACILITIES COMMITTEE**

**Friday, May 24, 2019 at 10:30 A.M.
Board Conference Room, 138 S. Brandon Rd., Fallbrook CA 92028**

Committee Members: Bill Leach and Barbara Mroz
Executive Director: Rachel Mason
Staff Members: Linda Bannerman, Pam Knox and Mireya Banuelos
Consultants: Wendy Lyon, Bookkeeper and Roy Moosa, Sun Realty

1. Call to Order/Roll Call
2. Public Comments
3. Discussion Items
 - a. Status of zoning changes – Wendy Lyon
 - b. Status of sidewalk project – Jose Salinas, LC Paving & Sealing Inc.
 - c. Status of roofing specifications progress being performed A.D. Magellan – Wendy Lyon
 - d. Status of property repairs – Roy Moosa, Sun Realty
 - e. Update on homeless – Roy Moosa, Sun Realty
 - f. Status of District vehicle maintenance – Wendy Lyon
 - g. Update on 1636 E Mission Rd landscape fire risk mitigation – Wendy Lyon
 - h. Update on landscape design for front of property – Wendy Lyon
 - i. Rock Rose lease parameters – Bill Leach
 - j. Spirit Mountain short-term lease consideration – Wendy Lyon
 - k. Garden Project: where/when/how – Tina Langham-Smith, Rock Rose
 - l. Urgent care building sign "After hours urgent care services funded by FRHD" – Bill Leach
 - m. Mission Road property signage – Bill Leach
4. Adjournment

I certify that on May 23, 2019, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Fallbrook Regional Health District, said time being at least 24 hours in advance of the meeting. The American with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in or denied the benefits of District business. If you need assistance to participate in this meeting, please contact the District office 24 hours prior to the meeting at 760-731-9187.



Board Secretary/Clerk

- c. Status of roofing specifications progress being performed
A.D. Magellan – Wendy Lyon

Wendy Lyon

From: Becky Larson <beckyl@admagellan.com>
Sent: Wednesday, May 22, 2019 4:10 PM
To: Wendy Lyon
Subject: Update

Hi Wendy:

Hope you are having a good Wednesday. I wanted to give you an update that you could take to your meeting on Friday.

A.D. Magellan has finished the scan and building inspection for all 3 buildings and we are in the process for developing a full scope of work for the repairs. One of the buildings will have 2 options, one for an overlay and another for a full replacement. The other buildings will have one option as the both need a full replacement. We plan on having this to you by the 30th for your board meeting.

I hope this helps and have a great evening,

Becky Larson
Director of Education



A.D Magellan, LLC.
701 Palomar Airport Road Suite 300
Carlsbad, CA 92011
Office: 877.899.5990
Cell: 760.525.2509

beckyl@admagellan.com
www.admagellan.com

d. Status of property repairs – Roy Moosa, Sun Realty

From: Roy Moosa <roymoosa@att.net>

Sent: Tuesday, May 7, 2019 3:12 PM

To: 'projectadmin fallbrookhealth.org' <projectadmin@fallbrookhealth.org>

Cc: 'bleach fallbrookhealth.org' <bleach@fallbrookhealth.org>; Barbara Mroz (BA.Mroz@hotmail.com) <BA.Mroz@hotmail.com>

Subject: Project update

Update on project list:

Gate to cover the Brandon stairway to prevent homeless from sleeping there is on order.
Aztec Fire Inspections inspected the 1636 school property and made a list of safety repairs that needed to be done. The repairs were approved and are being scheduled.
The timer for the exterior lights at Brandon was re-set so that the lights come on dawn to dusk.
Signage for the Brandon parking lot was formalized and should be on order through Wendy.
Repair work was begun on the 1636 community hall fascia boards .
A painting estimate for the Brandon upstairs was received. It is being revised and then will be scheduled.
The Brandon exterior lights were reviewed with an electrician. Estimates for replacement or changing to LED were obtained. Lights bulbs are currently scheduled to be replaced this week.
Asphalt at Med Plus was repaired.
Exterior pole lights at 1636 were replaced with LED's and were placed on light sensors.
Roof replacements for all three buildings are undergoing the RFP process.
1636 trash cans are taken out weekly on Monday and returned back on Tuesday.
The 1636 property is inspected weekly for problem issues and to insure there is no trespassing.

e. Update on homeless – Roy Moosa, Sun Realty



f. Status of District vehicle maintenance – Wendy Lyon



FALLBROOK MOTORS SERVICE CENTER

549 E. Alvarado St.
Fallbrook, CA. 92028
Phone: 760-723-7500 Fax: 760-723-6500
Here to serve all your automotive needs.

INVOICE

6616

Org. Est. # 007438
BAR#: ARD00237076
EPA#: CAL000404846

INVOICE

Date: 05/14/2019

FALLBROOK REGIONAL HEALTH DIST - PAM
138 S BRANDON RD
Fallbrook, CA 92028
CELL 760-310-1665 -- HOME 760-731-9187

2009 Toyota - Tacoma - 2.7L, In-Line4 (164C1) VIN(X)
Lic #: 8P81480 Odometer In : 7418

VIN #: 5TENX22N2 9Z611697

Table with columns: Part Description / Number, Qty, Sale, Ext, Labor Description, Ext. Rows include Wiper Blade, Synthetic Oil, Oil Filter, Air Filter, Cabin Air Filter, and Hazardous Materials.

RECEIVED
5/14/19

Approved Billing
D. Knox

[Recommendations]
RECOMMEND REPLACING FRONT TIRES
RECOMMEND REAR TIRES REPLACED
Perform Lube, Oil & Filter Exchange on 8/12/2019 or 12400 Miles.

Org. Estimate 0.00 Revisions 0.00 Current Estimate 0.00

Summary table: Labor: 0.00, Parts: 158.35, HazMat: 4.00, SubTotal: 162.35, Tax: 12.58, Total: 174.93, Bal Due: \$174.93

[Payments -]

Thank you for the trust to take care of your car.

Vehicle Received: 5/6/2019

Customer Number : 1261

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.
Signature _____ Date _____

- g. Update on 1636 E Mission Rd landscape fire risk mitigation
– Wendy Lyon

i. Rock Rose lease parameters – Bill Leach

**LEASE AGREEMENT FOR USE OF A
PORTION OF THE WELLNESS CENTER BETWEEN
FALLBROOK REGIONAL HEALTH DISTRICT
AND
ROCK ROSE SCHOOL FOR CREATIVE LEARNING**

This Lease Agreement ("Lease") is made and entered into this 1st day of July, 2019, by and between Fallbrook Regional Health District (hereinafter referred to as "the District"), a California Healthcare District organized and operating pursuant to Health and Safety Code section 32000 et seq., and Rock Rose School for Creative Learning (hereinafter referred to as "Rock Rose School"), a California 501(c)(3) non-profit corporation. This Lease shall be effective upon approval of the governing boards of each party.

RECITALS

1. The District owns approximately 4.6 acres of real property located at 1636 North Mission Road in Fallbrook, California, also known as A.P.N. 105-092-22-00. ("Property"). The Property consists of approximately 3,789 sq. ft. of a religious/educational facility that includes an A-frame church, an office building, a free standing 6,543 sq. ft. school building with play yards, a 66-space parking lot, and a 1,728 square foot single family residence, for a total improvement square footage of 1,2060. The legal description of the Property is attached hereto as Exhibit "A" and incorporated herein by reference.

2. The District is currently in the process of developing a Wellness Center on the Property which will include fitness classes, community meeting spaces, commercial kitchen, indoor/outdoor classrooms for children and adults, gardens and walking paths and trails.

3. While the District is developing the Property as a Wellness Center, the Rock Rose School would like to lease a portion of the Property (two classrooms, planting beds, restrooms and playground access) (the "Premises") for use as a pre-school and kindergarten for a six (6) month term.

COVENANTS

4. Lease of Premises. District agrees to lease the Premises to Rock Rose School for the purpose of conducting pre-school and kindergarten classes which shall consist of the following:

- Two classrooms at the end of the building closet to the planting beds and the children's restrooms associated with those classrooms (see attached Diagram, "Exhibit B"); and
- Playground access; and
- Site access 7 days a week for teacher preparation.

5. Term of Lease. The term of this Lease shall be for 6-months beginning on July 1, 2019 and ending on December 31, 2019.

6. Deposit and Base Rent. Rock Rose School agrees pay District a security deposit in an amount equal to one and one half month's base rent and the first (1st) month's rent prior to taking occupancy of the Premises. Thereafter, during the remaining term of this lease, Rock Rose School agrees to pay District Three Thousand, Five Hundred and 00/100ths (\$3,500.00) as Base Rent per month payable on the first (1st) day of each month. The Base Rent figure shall include any liability for Rock Rose School on basic utilities including water/wastewater, electricity, natural gas, and trash removal. Provided the Premises are left in good and satisfactory condition, District agrees to return the security deposit to Rock Rose School within 30 days after expiration of the lease.

7. Operation and Maintenance. As additional consideration for District entering into this Lease, Rock Rose School agrees, to operate and maintain the Premises in a good and satisfactory condition. District shall be responsible for maintenance and repair of structural issues, including without limitation structural walls, roofing, HVAC and water and electrical lines supporting Rock Rose School's use of the premises. Rock Rose School shall be responsible for minor repair items which do not impact any structural issues of the Premises. Rock Rose School shall also have exclusive responsibility for obtaining any governmental permits or licenses deemed necessary for Rock Rose School's intended use of the Premises.

8. Signage. Rock Rose School will be permitted to erect and maintain temporary signage near the Mission Road entrance to the Premises in conformance with applicable County regulations, and in a location, size and design approved by the District.

9. Security Services. Upon taking possession of the Premises, Rock Rose School shall be responsible for providing any necessary security services to keep the

Premises and in safe condition. The parties agree and understand that District shall have no responsibility or liability for providing security services.

10. Insurance. As additional consideration for District entering into this Lease, Rock Rose School agrees to obtain and keep in full force a policy of Commercial General Liability Insurance, Automobile Liability Insurance, Property and Workers' Compensation and Employers' Liability Insurance in amounts and from carriers acceptable to District. Rock Rose School shall ensure that District is made an additional Insured under the aforementioned Insurance, for the entirety of the term of this Lease.

11. Indemnification. As additional consideration for District entering into this Lease, Rock Rose School agrees to protect, save, defend and hold District and its governing board, members, agents, officers and employees harmless from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with Rock Rose School's use of the Premises and Property, excepting therefrom only those claims, liabilities, expenses or damages arising out of the District's sole negligence or willful misconduct.

12. Application of Hold Harmless Clause. The hold harmless provisions set forth in section 11 above shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation on the amount of indemnification to be provided.

13. Right of Inspection. During the term of the lease, the District shall have the right, upon reasonable notice, to enter the Premises for the purpose of inspections, including inspection of repairs, alterations, or improvements to the Premises.

14. Obligations Upon Termination. Upon expiration or earlier termination of this lease for any reason, Rock Rose School agrees to leave the Premises in a similar physical condition as it was on the date that Rock Rose School took possession, reasonable wear, tear and damage by the elements excepted. All movable equipment and furnishings brought in by Rock Road School during occupancy of the Premises shall be removed upon date of expiration of this lease. Any damage to the Premises occasioned thereby shall be the responsibility of Rock Rose School.

15. Notices. All notices permitted or required under this Lease shall be given to the respective parties at the following address, or such other address as the respective parties may provide in writing for this purpose:

Rock Rose School: _____
Rock Rose School For Creative Learning

Fallbrook, CA 92028

Healthcare District: Rachel Mason
Executive Director
Fallbrook Regional Health District
138 South Brandon Road,
Fallbrook, CA 92028

16. Successors and Assigns. This Lease shall be binding on the successors and assigns of each party and shall not be assigned by either party without the prior written consent of the other party.

17. Governing Law. This Lease shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Lease shall be brought in a state or federal court located in the County of San Diego, State of California.

18. Severability. If any section, subsection, sentence, clause, or phrase of this Lease or the application thereof to any of the parties is for any reason held invalid or unenforceable, the validity of the remainder of the Lease shall not be affected thereby and may be enforced by the parties to this Lease.

19. Amendments. This Lease may not be amended or modified except by a written instrument executed by both parties.

20. Interpretation. In interpreting this Lease, it shall be deemed that it was prepared jointly by the parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Lease or any provision thereof.

21. Landlord/Tenant. The relationship under this Lease between District and Rock Rose School, and the governing board members, agents, employees, and subcontractors of Rock Rose School in the performance of this Lease, shall be one of landlord/tenant, and no governing board members, agents, employees, or subcontractors of Rock Rose School shall be deemed to be officers, employees, or agents of District.

22. Compliance with Applicable Laws and Regulations. During the term of this Lease, Rock Rose School agrees to comply with all federal, state, and local laws and regulations. All licenses, permits, notices, and certificates that are required to be maintained by Rock Rose School shall be in effect throughout the term of this Lease. Rock Rose School shall notify District in writing within five (5) days if any required license or permit is cancelled, suspended, or otherwise terminated, or if Rock Rose School becomes a party to any litigation or investigation by a regulatory agency that may interfere with the ability of Rock Rose School to perform its duties under this Lease.

23. Miscellaneous Provisions.

23.1 Attorneys' Fees. If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.

23.2 Captions, Articles and Section Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, or enlarge the scope or meaning of this Lease. All references to article and section numbers refer to articles and sections in this Lease.

23.3 Authority. Each individual signing this Lease represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the entity for which he or she is signing.

23.4 Counterparts. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

23.5 Further Assurances. The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.

23.6 Entire Lease. This Lease contains all of the Leases of the parties with respect to any matter covered or mentioned herein, and no prior Lease or understanding pertaining to any such matter shall be effective for any purpose.

23.7 Waiver. No delay or omission in the exercise of any right or remedy of District upon any default by Rock Rose School shall impair such right or remedy or be construed as a waiver of such default.

Dated: _____

Fallbrook Reginal Health District

By: _____

Dated: _____

Rock Rose School For Creative Learning

By: _____

- j. Spirit Mountain short-term lease consideration
– Wendy Lyon

Wendy Lyon

From: Patricia Liu <patricia@spiritmountainschool.org>
Sent: Wednesday, May 22, 2019 4:55 PM
To: Wendy Lyon; bleach fallbrookhealth.org; bmroz fallbrookhealth.org
Subject: RE: Spirit Mountain School proposal

Hello Wendy!

Originally we were looking for a 1-3 year lease. Now, we are hoping for a 10 month lease to get us through another school year. During this 10 months we will be working non-stop to find our permanent location! We are hoping for August 2019 through June 2020. School officially does not begin until September 3rd. We would need access for teacher/classroom prep in August. We could work around the roof repairs in August, if allowed.

Again, thank you so much for your consideration!!!

Warmly,

Patricia Liu
Administrative Chair
Spirit Mountain School