



DATE: June 20, 2012

TO: Honorable Mayor and City Council Members

FROM: Economic and Community Development Department

SUBJECT: **APPROVAL OF AN OPERATING AND MAINTENANCE AGREEMENT WITH MAINSTREET OCEANSIDE, INC., FOR THE MAINTENANCE AND OPERATION OF A PUBLIC ART PIECE AND DIRECTIONAL SIGNS**

SYNOPSIS

Staff recommends that the City Council approve the Operating and Maintenance Agreement (Agreement) for a public art piece and directional signs with MainStreet Oceanside, Inc. (MSO) for the period of February 1, 2012, through February 1, 2013, at no cost to the City, and authorize the City Manager to execute the Agreement.

BACKGROUND

On February 3, 2009, the Community Development Commission and MSO entered into an Operating and Maintenance Agreement for the maintenance and operation of a public art piece and directional sign located on the southwest corner of Pacific Street and Pier View Way. The information and directional sign is the kiosk situated on the corner in front of the restaurant 333 Pacific and the Wyndham Oceanside Pier Resort.

The term of the agreement was for a period of one year and renewed by a letter from the Property Management Division acknowledging the one-year extension request submitted by MSO per Section 2, paragraph 2.02 of the Agreement.

On September 1, 2010, Amendment No. 1 to the Agreement was administratively entered into which added the location of the kiosk at the Oceanside Transit Center.

In August 2011 staff was in the process of Amendment No. 2 which would have added the final two kiosks located at the east entrance of the pedestrian underpass and at the parking structure at Seagaze Drive and North Cleveland Street; however, at the direction of the City Attorney, staff was advised to hold the processing of Amendment No. 2 until AB 1X26, the pending legislation regarding redevelopment, was resolved.

The original Agreement and Amendment No. 1 was with the Community Development Commission. As of February 1, 2012, all redevelopment agencies within the state of California were dissolved; therefore the City needs to enter into the Agreement with MSO, with City Council approval.

ANALYSIS

Since the original Operating and Maintenance Agreement, MSO and the City's Redevelopment Agency worked together on placing three more signage kiosks within the Downtown Project Area. These kiosks are located at the Oceanside Transit Center, the east entrance of the pedestrian underpass at Pier View Way and North Cleveland Street, and at the parking structure at Seagaze Drive and North Cleveland Street.

Due to the economy there has been no interest in advertising from local businesses because they can barely cover their overhead costs. MSO hopes to generate revenue from advertising sales in the future.

MSO is responsible for the complete care and maintenance of the four kiosk directional signs and the associated art piece attached to the kiosk at North Pacific Street and Pier View Way. MSO staff routinely inspects the kiosks and art piece and all costs associated with the updating of maps and event information, as well as any repairs are borne by MSO as realized in the attached 2011-12 Kiosk Budget. The kiosks are cleaned on a monthly basis and the public art piece is cleaned on a quarterly basis. Recently the kiosk and art piece at North Pacific Street and Pier View Way was completely reconditioned at a cost of \$9,737.69, which MSO paid.

These kiosks have proved to be a positive asset directing visitors and residents to local events, restaurants, hotels and motels, and businesses in the downtown.

FISCAL IMPACT

None

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION/COMMITTEE REPORT

Does not apply.

CITY ATTORNEY ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

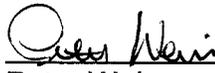
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PREPARED BY:



Kathy Brann
Downtown Development Manager

SUBMITTED BY:



Peter Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager



ATTACHMENTS/EXHIBITS:

1. MSO 2011-12 Kiosk Budget
2. Operating and Maintenance Agreement

KIOSKS

	2011 - 2012 Budget	1st Qtr Jul - Sep	2nd Qtr Oct - Dec	3rd Qtr Jan - Mar	4th Qtr Apr - Jun	YTD	%
Income							
Kiosk Sales							
Display Ad	21,000.00					0.00	0%
Listing	7,200.00					0.00	0%
Total Kiosk Sales	28,200.00	0.00	0.00	0.00	0.00	0.00	0%
Other	0.00	432.20					
Total Income	28,200.00	432.20	0.00	0.00	0.00	432.20	2%
Gross Profit	28,200.00	432.20	0.00	0.00	0.00	432.20	2%
Expense							
Accounting	0.00					0.00	0%
Advertising	610.00					0.00	0%
Auto	0.00					0.00	0%
Bank Charges	300.00					0.00	0%
Cleaning	2,240.00	225.00	315.00			540.00	24%
Commission	7,050.00					0.00	0%
Conferences and Seminars	0.00					0.00	0%
Dues and Subscriptions	0.00					0.00	0%
Equipment Rental & Leases	0.00					0.00	0%
Event Production	0.00	144.06	101.06			245.12	0%
Graphic Design	400.00					0.00	0%
Improvements - Office	0.00					0.00	0%
Insurance							
Property	150.00					0.00	0%
Worker's Comp	164.09	28.65	104.44			133.09	81%
Legal Fees	0.00					0.00	0%
Licenses & Permits & Fees	200.00					0.00	0%
Meals/H2O	0.00					0.00	0%
Office Supplies	50.00					0.00	0%
Penalties & Fees	0.00					0.00	0%
Postage	40.00					0.00	0%
Printing	3,330.00	617.53	457.94			1,075.47	32%
Professional Svc Contracts	5,890.50	1,472.64	1,472.64			2,945.28	50%
Property Taxes-Unsecured	0.00					0.00	0%
Rent	554.79	137.61	137.61			275.22	50%
Repairs & Maintenance	1,600.00	3.19	79.67			82.86	5%
Salary-Crew	375.13		682.73			682.73	182%
Salary-Office Staff	11,400.00	2,849.99	2,850.00			5,699.99	50%
Salary-ER Tax	1,130.41	252.51	310.33			562.84	50%
Payroll Processing Exp	0.00					0.00	0%
Signage	0.00					0.00	0%
Telephone							
Internet Expense	18.00	5.00	5.25			10.25	57%
Long Distance	26.00	5.05	5.05			10.10	39%
Office Telephone	135.00	37.06	34.98			72.04	53%
Total Telephone	179.00	47.11	45.28	0.00	0.00	92.39	52%
Travel /Gas Reimb.	60.00					0.00	0%
Utilities (Signs)	240.00	89.36	94.57			183.93	77%
Utilities (701 Mission)	50.00	10.52	11.32			21.84	44%
Volunteer Expenses	0.00					0.00	0%
Website Expense	0.00	0.00	0.00			0.00	0%
Total Expense	36,013.93	5,878.17	6,662.59	0.00	0.00	12,540.76	35%
Net Ordinary Income	-7,813.93	-5,445.97	-6,662.59	0.00	0.00	-12,108.56	155%
Net Income	-7,813.93	-5,445.97	-6,662.59	0.00	0.00	-12,108.56	155%

OPERATING & MAINTENANCE AGREEMENT

BY AND BETWEEN

MAINSTREET OCEANSIDE, INC.

AND

THE CITY OF OCEANSIDE

FOR THE

**MAINTENANCE AND OPERATION OF
A PUBLIC ART PIECE AND FOUR DIRECTIONAL SIGNS**

DATED

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SECTION 8: EXHIBITS

Exhibit "A". Parcel Map No. 20277, which describes the Premises and shows where on the Premises the Public Art & Directional Sign are located.

Exhibit "B". Sketch of Public Art and Directional Sign.

Exhibit "C". Plans that describe the Premises and shows where on the Premises the Transit Center Signage Kiosk is located.

Exhibit "D". Plans that describe the Premises and shows where on the Premises the Pier View Way Pedestrian Undercrossing Signage Kiosk is located.

Exhibit "E". Plans that describe the Premises and shows where on the Premises the Signage Kiosk at the parking structure at Seagaze and North Cleveland Street is located.

Exhibit "F". Letter from MainStreet describing its role in the care and maintenance of the Signage Kiosks.

THIS OPERATING AND MAINTENANCE AGREEMENT, herein after called "AGREEMENT", is executed between the **CITY OF OCEANSIDE**, hereinafter called "CITY", and **MAINSTREET OCEANSIDE, INC.**, hereinafter called the "OPERATOR".

RECITALS

WHEREAS, the CITY is a municipal corporation, and holds an easement for the placement and maintenance of a public art and directional sign on certain real property situated in the City of Oceanside, County of San Diego, State of California, commonly known as 333 Pacific Street and more particularly described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as the "PREMISES");

WHEREAS, OPERATOR is a California non-profit corporation whose purpose is to assist in revitalizing the historic Oceanside downtown area; and

WHEREAS, the parties wish to establish terms and conditions for the continued maintenance and operation of the public art and a directional sign on the PREMISES to promote and enhance the downtown Oceanside area.

AGREEMENT

NOW THEREFORE, the parties hereto mutually agree as follows:

SECTION 1: USES

1.01 PREMISES. CITY hereby grants to OPERATOR, in accordance with the terms of this Agreement, a revocable non-exclusive license to enter and use a portion of the PREMISES, as shown on Exhibit "A", "C", "D" & "E" attached hereto and by this reference made part of this Agreement.

This Agreement is not intended to be construed as granting OPERATOR a fee, easement or leasehold interest in the PREMISES. However, this Agreement is intended to grant OPERATOR a permissive right to enter upon the PREMISES for the purposes as set forth hereinbelow.

1.02 Uses. It is expressly agreed that the PREMISES are to be used by OPERATOR solely and exclusively for the purpose of erecting and maintaining an information and direction sign and public art, and area lighting as shown on Exhibit "B", attached hereto and by this reference made a part of this Agreement, and for no other purpose whatsoever.

OPERATOR covenants and agrees to use the PREMISES for the above - specified purposes and to diligently pursue said purposes throughout the term hereof. OPERATOR shall not use the PREMISES in any manner which disturbs the quiet enjoyment of other citizens or of surrounding property owners in the use of their property. In the event that OPERATOR fails to continuously use the PREMISES for said purposes, or uses the PREMISES for purposes not expressly authorized herein, the OPERATOR shall be deemed in default under this Agreement.

1.03 Reservation of Rights. CITY shall not unreasonably or substantially interfere with OPERATOR's authorized use of the PREMISES; however, the CITY specifically retains the following rights:

a. Right to Enter. CITY has the right to enter the PREMISES for any reason within the scope of CITY's easement, including performing maintenance, inspections, repairs or improvements, or developing municipal resources and services. CITY will not reimburse OPERATOR for damages, if any, to the permanent improvements located on the PREMISES resulting from the CITY exercising the rights reserved in this Agreement as set forth above. CITY will pay the costs of the maintenance and repair of all CITY installations made pursuant to these reserved rights.

CITY will not reimburse OPERATOR for damages, if any, resulting from the CITY exercising the rights reserved in this Agreement. CITY's use of the PREMISES is paramount to that of the OPERATOR's use.

SECTION 2: TERM

2.01 Commencement. The term of this Agreement shall be for a period of **One (1) Year** commencing on **February 1, 2012** and terminating **February 1, 2013**.

If CITY for any reason cannot provide access to the PREMISES to OPERATOR at the commencement of the term, or if during the term of this Agreement OPERATOR is dispossessed for any reason whatsoever, CITY shall not be liable to OPERATOR for any loss or damage resulting therefrom.

2.02 Renewal of Agreement. OPERATOR has an option to extend the term of this Agreement for an additional one (1) year period under the same terms and conditions of this Agreement, provided OPERATOR is not in default or breach of any term, condition, or covenant of this Agreement. In order to exercise this option, OPERATOR must give written notice of its election to extend the term to the CITY Executive Director no later than ninety (90) days prior to the expiration of the initial term of this Agreement. If OPERATOR is not in default or breach of any term, condition or

covenant of this Agreement, the CITY Executive Director is authorized to confirm the one (1) year extension.

Should the one (1) year option be exercised, OPERATOR may request an extension of term on an annual basis thereafter by providing such request in writing no later than ninety (90) days prior to the expiration of the term of this agreement. If, at such time OPERATOR is not in default or breach of any term, condition, or covenant of this Agreement, the CITY Executive Director may confirm any subsequent extension. However, if at the time of the request OPERATOR is not in default or breach of any term, condition, or covenant of this Agreement, any denial of OPERATOR's request to extend the term must be made by a majority vote of the CITY Commissioners.

2.03 Termination. Notwithstanding any other provisions contained in this Agreement, either party may terminate this Agreement by giving the other party at least thirty (30) days prior written notice of such termination, at which time maintenance of the sign and public art shall be the responsibility of the CITY.

2.04 Holdover. OPERATOR shall have no rights to holding over after expiration or termination of this Agreement.

2.05 Time is of Essence. Time is of the essence of all of the terms, covenants, conditions and provisions of this Agreement.

SECTION 3: CONSIDERATION

3.01 The CITY, in consideration and recognition of the community services provided by the OPERATOR through its programs, grants to the OPERATOR the use of the PREMISES without monetary fee or charge, for the term of this Agreement.

SECTION 4: INSURANCE RISKS/SECURITY

4.01 Indemnity. OPERATOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the OPERATOR or its employees, agents, or others in connection with its use and occupation of the PREMISES under this Agreement, except only for those claims arising from the sole negligence or sole willful misconduct of the CITY, its officers, agents, or employees. OPERATOR's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, OPERATOR at its own expense shall, upon written request by

the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees.

4.02 Insurance.

- A. OPERATOR shall, throughout the duration of this Agreement, maintain comprehensive general liability or commercial general liability insurance and property damage insurance covering all operations and activities of OPERATOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.
- B. OPERATOR shall maintain the following minimum limits:

General Liability

Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	NA

Automobile Liability

Combined Single Limit Per Occurrence	\$1,000,000
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Fire, extended coverage, and vandalism insurance policy(s) on all OPERATOR maintained CITY insurable property on the PREMISES.

- C. All insurance companies affording coverage to the OPERATOR shall be required to add the CITY of Oceanside as "insured" under the insurance policy(s) required in accordance with this Agreement.
- D. All insurance companies affording coverage to the OPERATOR shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.
- E. All insurance companies affording coverage shall provide thirty (30) day written notice to the CITY of Oceanside should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any

material change in the policy prior to the expiration shall be considered a cancellation.

- F. OPERATOR shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and applicable endorsements, in a form satisfactory to the CITY Attorney, concurrently with the submittal of this Agreement.
- G. OPERATOR shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the OPERATOR to provide such a substitution and extend the policy expiration date shall be considered a default by OPERATOR and may subject the OPERATOR to a termination of this Agreement.
- H. Maintenance of insurance by the OPERATOR as specified in this Agreement shall in no way be interpreted as relieving the OPERATOR of any responsibility whatsoever, and the OPERATOR may carry, at its own expense, such additional insurance as it deems necessary.
- I. If OPERATOR fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY has the right to obtain the insurance. In such case, OPERATOR shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by OPERATOR on the first (1st) day of the month following the notice of payment by CITY.

Notwithstanding the preceding provisions of this Subsection, any failure or refusal by OPERATOR to take out or maintain insurance as required in this Agreement, or failure to provide the proof of insurance, shall be deemed a default under this Agreement.

4.03 Accident Reports.

OPERATOR shall report to CITY any accident causing property damage or any injury to persons on the PREMISES. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

4.04 Waiver of Subrogation

Subject to the limitations below, neither party shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring in or on the PREMISES, or in any manner growing out of or connected with OPERATOR's uses and occupation of the PREMISES, or the condition thereof, whether caused by the negligence or other fault of CITY or OPERATOR, or of their respective agents, employees, subtenants, licensees, or assignees. This release shall apply only to the extent that such business interruption, loss, or damage to property or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects CITY or OPERATOR, or both. Nothing herein shall be construed to impose any other or greater liability upon either CITY or OPERATOR than would have existed in the absence of this provision. This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured and additional insured to recover under such policies. Such clauses shall be obtained whenever possible.

SECTION 5: IMPROVEMENTS/ALTERATIONS/REPAIRS

5.01 Maintenance. With respect to the condition and appearance of the directional sign, OPERATOR shall conduct regular maintenance operations necessary to maintain and preserve the directional signs in a decent, safe, and reasonable condition satisfactory to CITY. OPERATOR shall also be responsible for the long term care and maintenance of the kiosks as well as the art piece as show in Exhibit "F" attached hereto and by this reference make part of this Agreement.

In the event OPERATOR fails to maintain the directional sign in a decent, safe, and reasonable condition, the CITY shall have the right, upon written notice to OPERATOR, to order OPERATOR to make or cause to be made any and all necessary repairs or maintenance to the directional sign and/or the PREMISES, which said work shall be accomplished by OPERATOR within ninety (90) days of the delivery date of said notice by CITY. If OPERATOR fails to make the required repairs or maintenance within said period of time, or if OPERATOR fails to receive a reasonable extension of time to perform said repairs or maintenance, then CITY shall have the right, at its sole discretion, to cancel and terminate this Agreement.

5.02 Utilities. OPERATOR agrees to order, obtain, and pay for all utilities and service, if any, and installation charges in connection with its occupation and operations on the PREMISES.

5.03 Liens. OPERATOR shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, and encumbrance or claim on or with respect to all or any portion of the PREMISES without the prior written consent of the CITY's Executive Director. OPERATOR shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, and encumbrance or claim on or with respect to all or any portion of the PREMISES for which OPERATOR does not have the prior written consent of the CITY's Executive Director.

5.04 Taxes. OPERATOR recognizes and agrees that this Agreement may create a possessory interest subject to property taxation, and that OPERATOR may be subject to the payment of taxes levied on such interest, and that OPERATOR shall pay all such possessory interest taxes.

5.05 Improvements and Alterations. OPERATOR shall have the right to change or alter the lettering, wording and layout of the directional sign as considered necessary by OPERATOR, without requiring formal approval by CITY; however, OPERATOR shall provide CITY with a copy of any changes made or to be made.

SECTION 6: GENERAL PROVISIONS

6.01 Notices. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY:

CITY OF OCEANSIDE
Property Management Division
300 North Coast Highway
Oceanside, CA 92054

To OPERATOR:

MAINSTREET OCEANSIDE, INC.
701 Mission Ave.
Oceanside, CA 92054

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

6.02 CITY Approval. The City Manager shall be the CITY's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The City Manager may delegate authority in connection with this Agreement to the City Manager designee(s). For the purposes of directing OPERATOR in accordance with this Agreement, which does not result in a material change to this Agreement, the City Manager delegates authority to the Property Agent of the Property Management Division.

6.03 Entire Agreement. This Agreement comprises the entire integrated understanding between CITY and OPERATOR concerning the use of the PREMISES and supersedes all prior negotiations, representations, or Agreements. Each party has relied on its own examination of the PREMISES.

6.04 Interpretation of the Agreement. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The OPERATOR shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6.05 Agreement Modification. This Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by the parties hereto.

6.06 Dispute Resolution. Venue for enforcement of this Agreement shall be in the Superior Court of San Diego County, North County Branch. The parties agree that before either party commences any legal or equitable action or proceeding, they shall first attempt to resolve the dispute by submitting the dispute to mediation through a mutually acceptable professional mediator in San Diego County, or, if a mediator cannot be agreed upon, by a mediator appointed by the Judicial Arbitration and Mediation Service in San Diego County. The parties shall share the cost of mediation equally.

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[Signatures on Next Page]

SECTION 7: SIGNATURES

7.01 Signature Page. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the OPERATOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

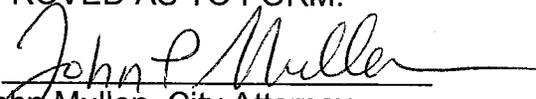
CITY

THE CITY OF OCEANSIDE
A Municipal Corporation

Date _____

By: _____
Peter Weiss, City Manager

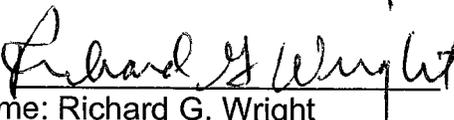
APPROVED AS TO FORM:

By: 
John Mullen, City Attorney

OPERATOR

MAINSTREET OCEANSIDE, INC.
a California non-profit corporation

Date 2/28/2022

By: 
Name: Richard G. Wright
Title: Executive Director

Date _____

By: _____
Name: _____
Title: _____

NOTARY ACKNOWLEDGMENTS OF OPERATOR'S SIGNATURE(S) MUST BE ATTACHED

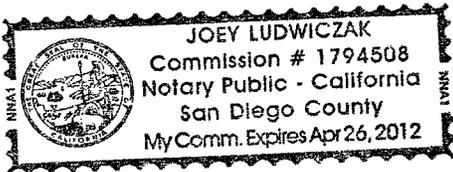
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of SAN DIEGO }

On FEB 29, 2012 before me, JOEY LUDWICZAK, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared RICHARD G. WRIGHT
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

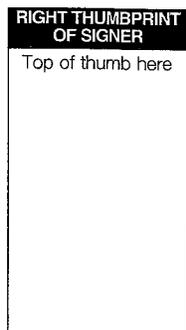
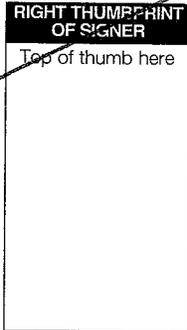
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



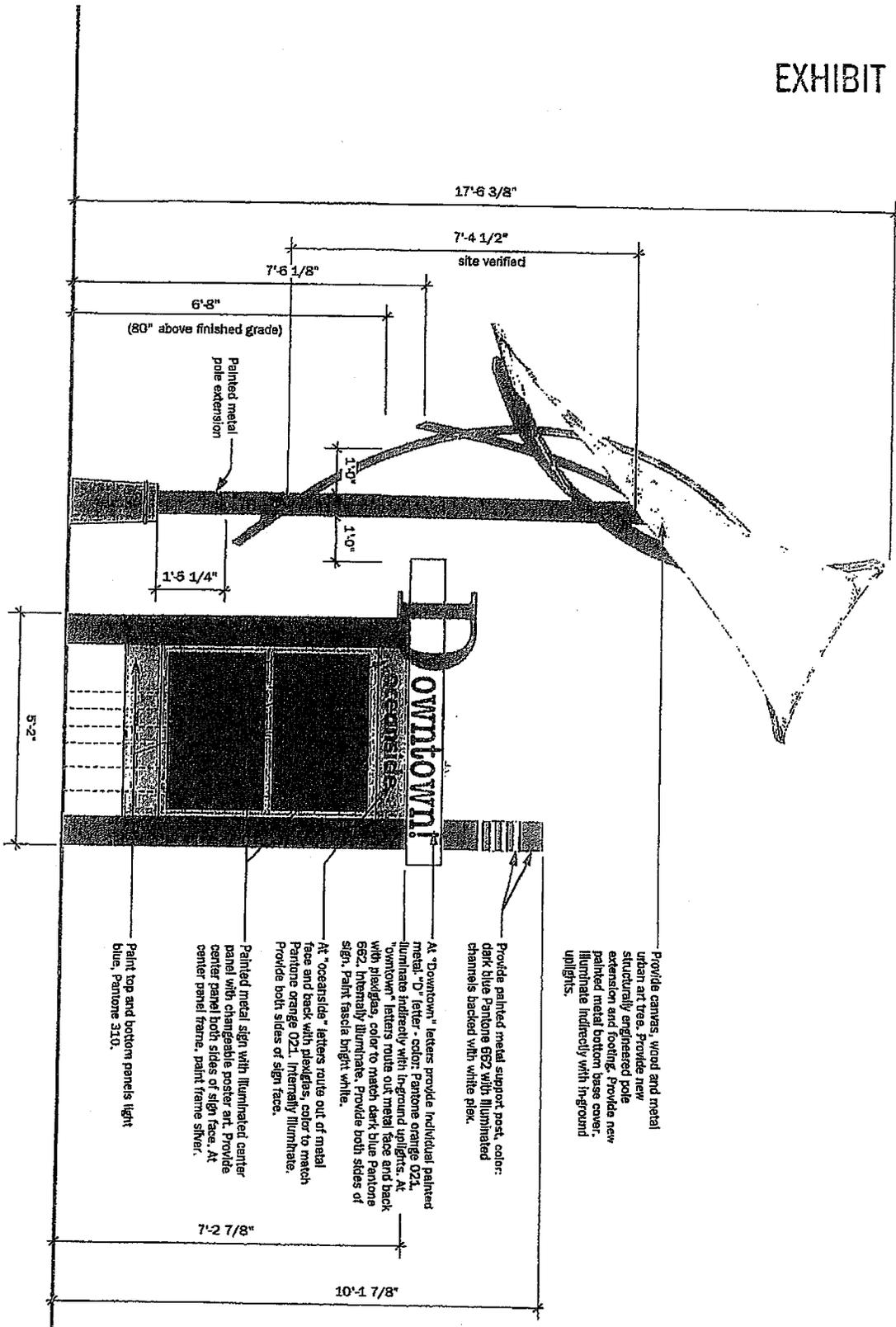
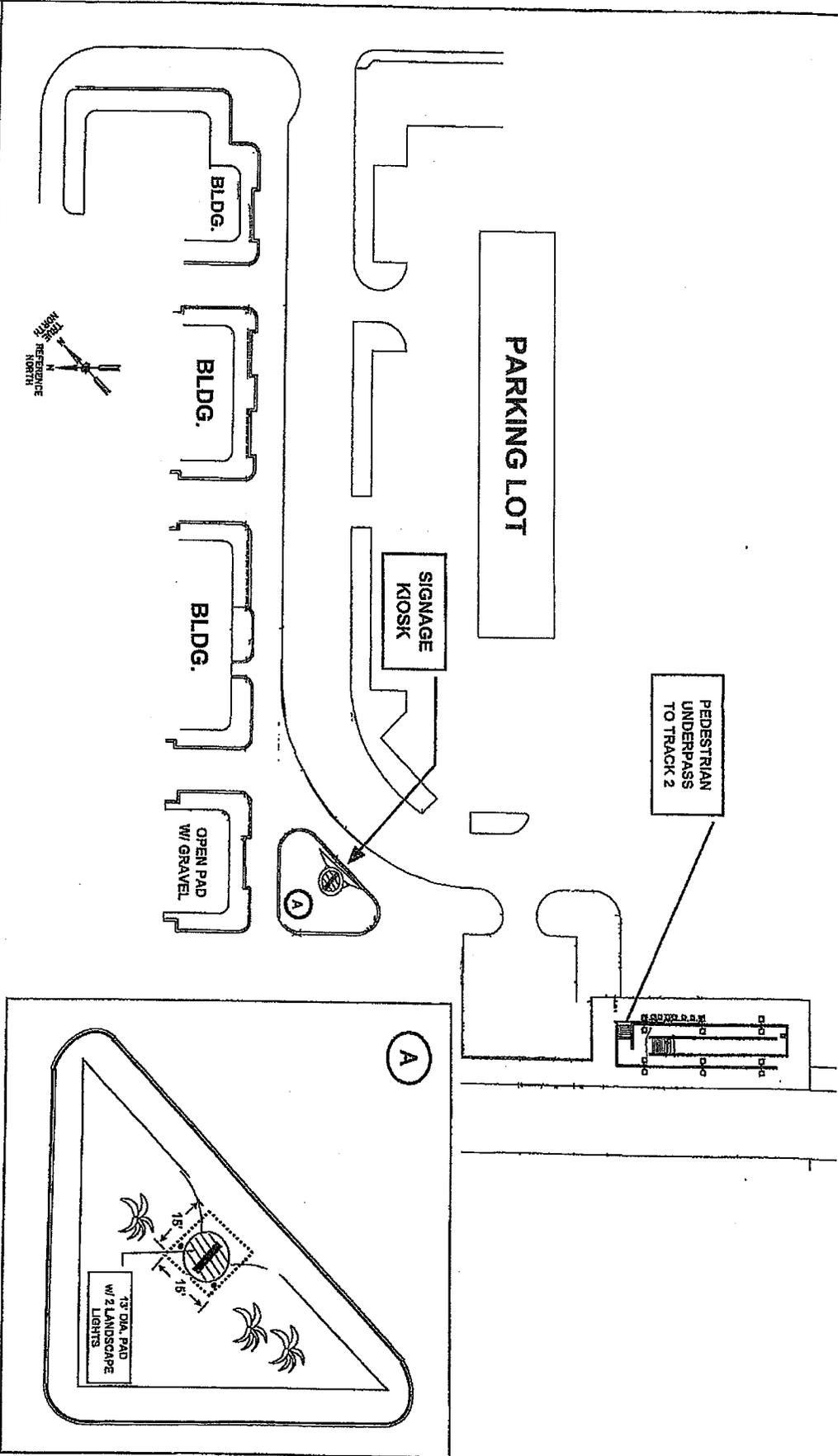


EXHIBIT C
DOWNTOWN SIGNAGE KIOSK - OCEANSIDE TRANSIT CENTER

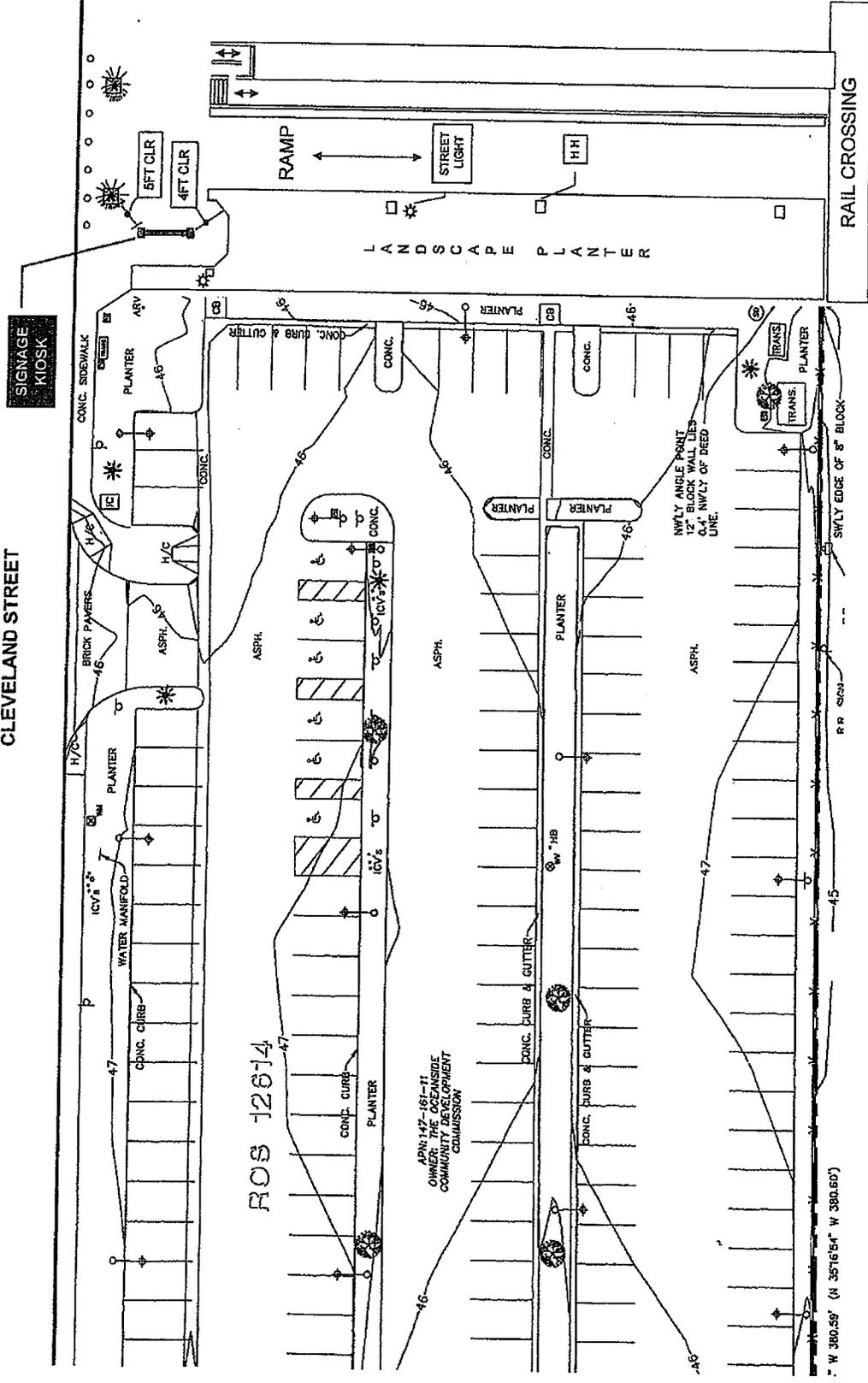


DMJM OCEANSIDE TRANSIT CENTER

DMJM is a registered professional engineering firm in the State of California. License No. 44514. The seal of the State Board of Professional Engineers and Land Surveyors is hereby acknowledged.

SIGNAGE KIOSK - PIER VIEW WALKWAY UNDERCROSSING

CLEVELAND STREET



ROS 12614

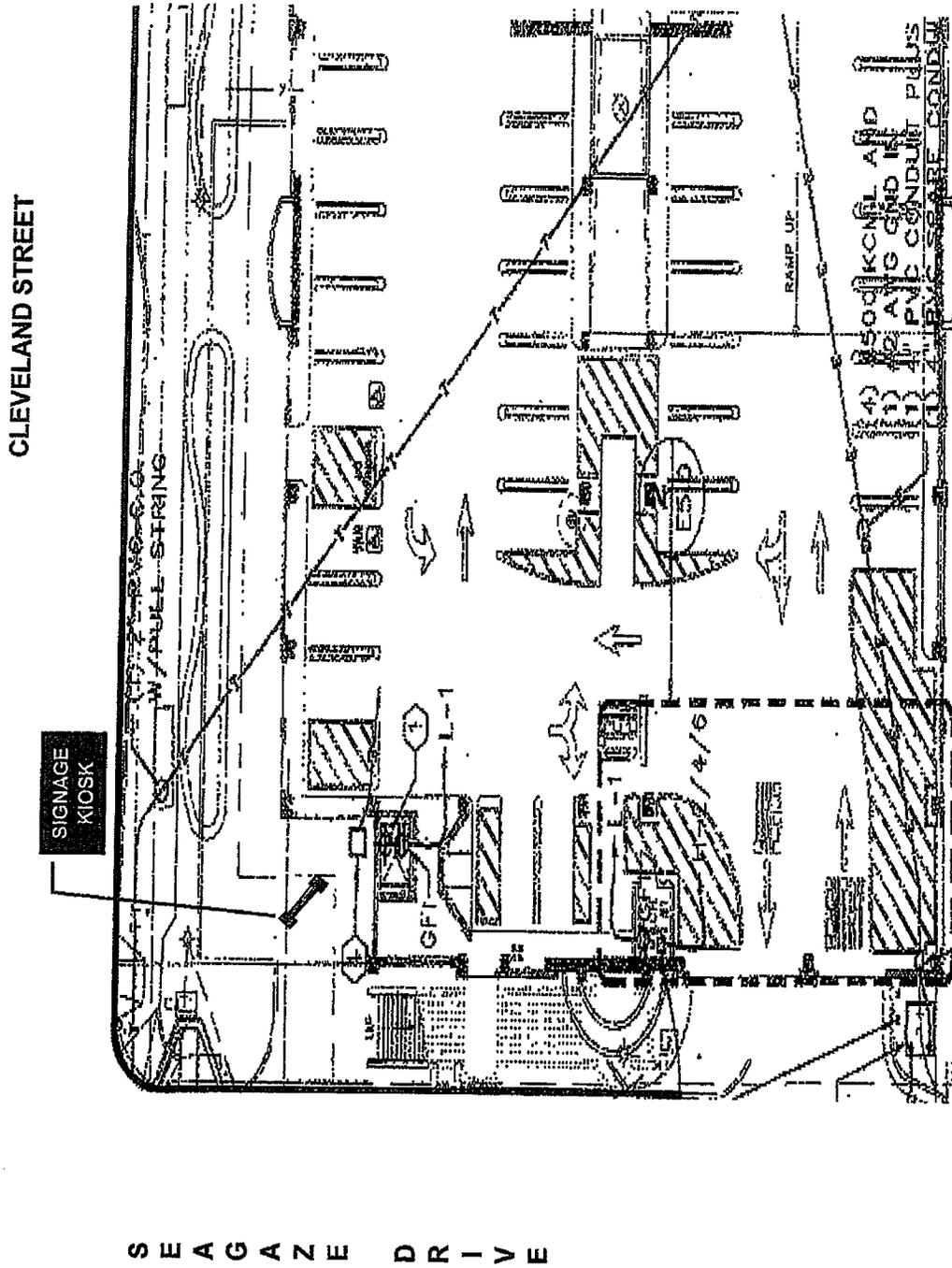
APN: 147-161-11
OWNERS: THE OCCASIONAL
COMMUNITY DEVELOPMENT
COMMISSION

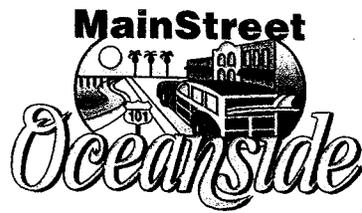
W 380.59' (N 3516.54' W 380.60')

SWLY EDGE OF 8' BLOCK

IMPLY ANGLE POINT
12" BLACK WALL LIES
0.4' AWAY FROM DEED
LINE

SIGNAGE KIOSK - NCTC 3 STORY PARKING STRUCTURE





DOWNTOWN KIOSK MAINTENANCE PROGRAM

During the term of the Operating and Maintenance Agreement, MainStreet Oceanside is responsible for the complete care and maintenance of the Directional Signs ("kiosks") and associated Art Component. Due to the kiosks proximity to the ocean and exposure to harsh elements, an aggressive maintenance plan is in place to ensure the property remains in good condition. Each kiosk and art piece will be on a routine schedule of cleaning and maintenance to meet the unique demands associated with its location.

Kiosks

The kiosks are two-sided, internally lit aluminum structures. Each kiosk has decorative surface treatments installed in the surrounding concrete flatwork. Some kiosk sites include ground mounted or below grade up-lighting to provide general site lighting as well as illumination of the kiosk and / or art element.

The kiosk locations are cleaned on a monthly basis. The concrete flatwork and decorative surface materials including the in-grade light fixtures are washed down and cleaned. All excess water, sands and soil is vacuumed from the site. Each kiosk is then washed, polished, vacuumed and waxed. MSO staff routinely inspects the kiosks, the decorative surface materials, the light fixtures and completes minor repairs to the components. MSO will also be responsible for the repainting of the kiosks when necessary.

Public Art Piece

The kiosk at Pacific Street and Pier View Way includes a public art piece. This unique art piece is a vertical sculpture and features a design appropriate for the setting. The sculpture is washed and cleaned on a quarterly basis. Additionally, the stainless steel mast is deep cleaned with rubbing compound and sealed with paste wax. MSO periodically inspects the sculpture components, lubricates the mast bearings, applies new varnish and repairs or replaces fabric components as necessary.

