



## AGENDA

The City of Garden Grove as  
Successor Agency  
to the Agency for Community  
Development

Tuesday,  
June 13, 2017

6:30 PM

Community Meeting Center, 11300  
Stanford Avenue, Garden Grove, CA  
92840

**Steven R. Jones**  
Chair  
**Kris Beard**  
Vice Chair, District 1  
**John R. O'Neill**  
Member, District 2  
**Thu-Ha Nguyen**  
Member, District 3  
**Phat Bui**  
Member, District 4  
**Stephanie  
Klopfenstein**  
Member, District 5  
**Kim Nguyen**  
Member, District 6

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**Meeting Assistance:** Any person requiring auxiliary aids and services, due to a disability, to address the Successor Agency, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: 714) 741-5040.

**Agenda Item Descriptions:** Are intended to give a brief, general description of the item. The Successor Agency may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

**Documents/Writings:** Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Successor Agency Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the Successor Agency meeting agenda; and (3) at the Council Chamber at the time of the meeting.

**Public Comments:** Members of the public desiring to address the Successor Agency are requested to complete a pink speaker card indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk prior to the start of the meeting. General comments are made during "Oral Communications," and should be limited to matters under consideration and/or what the Successor Agency has jurisdiction over. Persons wishing to address the Successor Agency regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

**Manner of Addressing the Successor Agency Members:** After being called by the Chair, you may approach the podium, it is requested that you state your name for the record, and proceed to address the Successor Agency. All remarks and questions should be addressed to the Successor Agency as a whole and not to individual Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the Successor Agency shall be called to order by the Chair. If such conduct continues, the Chair may order the person barred from addressing the Successor Agency any further during that meeting.

**Time Limitation:** Speakers must limit remarks for a total of (5) five minutes. When any group of persons wishes to address the Successor Agency on the same subject matter, the Chair may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the Successor Agency's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

**PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.**

## AGENDA

### Open Session

6:30 PM

ROLL CALL: Member O'Neill, Member T. Nguyen, Member Bui, Member Klopfenstein, Member K. Nguyen, Vice Chair Beard, Chair Jones

1. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

2. CONSENT ITEMS

*(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Successor Agency Member.)*

2.a. Receive and file minutes from the meeting held on May 23, 2017. *(Action Item)*

2.b. Approval of warrants. *(Action Item)*

2.c. Adoption of a Resolution approving Sign Replacement Grant Agreements for properties located at 12531-12535 and 12541-12571 South Harbor Boulevard, Garden Grove. (Cost: \$100,387) *(Action Item)*

3. MATTERS FROM SUCCESSOR AGENCY CHAIR, MEMBERS AND DIRECTOR

4. ADJOURNMENT

The next Regular Successor Agency Meeting will be held on Tuesday, June 27, 2017, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.



MINUTES

THE CITY OF GARDEN GROVE AS SUCCESSOR AGENCY  
TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT

Regular Meeting

Tuesday, May 23, 2017

Community Meeting Center  
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE MEETING

At 6:45 p.m., Chair Jones convened the meeting in the Council Chamber.

ROLL CALL     PRESENT:        (7)    Chair Jones, Members Beard, O’Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen

ABSENT:        (0)    None

ORAL COMMUNICATIONS

Speakers:    Tony Flores, John Wildsmith, Charles Mitchell, Gloria Bram, Beatrice Jones

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON MAY 9, 2017

(F: Vault)

It was moved by Member K. Nguyen, seconded by Member T. Nguyen that:

The minutes from the meeting held on May 9, 2017, be received and filed.

The motion carried by a 7-0 vote as follows:

Ayes:        (7)    Beard, O’Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones

Noes:        (0)    None

WARRANTS (F: 60.5)

It was moved by Member K. Nguyen, seconded by Member T. Nguyen that:

The Regular Warrant 1512 and Wire W1866, be approved as presented in the

warrant register submitted that have been audited for accuracy and funds are available for payment thereof by the Finance Director.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen,  
Jones

Noes: (0) None

#### ADJOURNMENT

At 7:03 p.m., Chair Jones adjourned the meeting. The next Regular Meeting will be held Tuesday, June 13, 2017, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC  
Secretary

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: Teresa Pomeroy  
Dept.: Director Dept.: City Clerk  
Subject: Approval of warrants. Date: 6/13/2017  
(*Action Item*)

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Attached are warrants recommended for approval.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> | <b>File Name</b>        |
|--------------------|--------------------|-------------|-------------------------|
| Warrants           | 6/7/2017           | Cover Memo  | SA_Warrants_6-13-17.pdf |

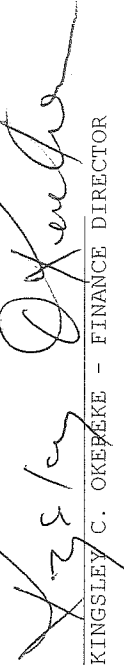
REDEVEL, SUCCESSOR AGENCY  
 CHECK REGISTER  
 05/30/17

| WARRANT | VENDOR                           | DESCRIPTION     | AMOUNT     |
|---------|----------------------------------|-----------------|------------|
| 1513    | NATIONAL CONSTRUCTION RENTALS    | OTHER RENTALS   | 958.62 *   |
| 1514    | RICE, MICHAEL A-THRONE CO., INC. | OTHER RENTALS   | 107.15 *   |
| 1515    | ASC S CENTRAL COASTAL INFO CTR   | OTHER PROF SERV | 300.00 *   |
| W1875   | U.S. BANK                        | BANK FEES       | 2,500.00 * |

PAGE TOTAL FOR "\*" LINES = 3,865.77

FINAL TOTAL 3,865.77 \*

DEMANDS #1513 - 1515 AND WIRE W1875 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL MAY 30, 2017, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

  
 KINGSLEY C. OKEKE - FINANCE DIRECTOR

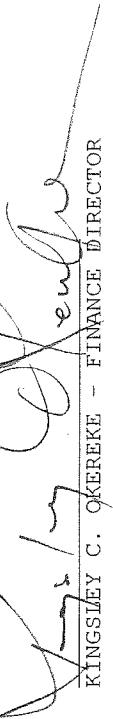
REDEVEL. SUCCESSOR AGENCY  
CHECK REGISTER  
06/13/17

| WARRANT | VENDOR               | DESCRIPTION         | AMOUNT     |
|---------|----------------------|---------------------|------------|
| 1516    | CITY OF GARDEN GROVE | CITY WATER SERVICES | 1,247.96 * |

PAGE TOTAL FOR "\*" LINES = 1,247.96

FINAL TOTAL 1,247.96 \*

DEMANDS #1516 - 1516 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL JUNE 13, 2017, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF



KINGSLEY C. OKEREKE - FINANCE DIRECTOR



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |   |        |                                       |
|----------|---|--------|---------------------------------------|
| To:      | Scott C. Stiles   | From:  | Lisa L. Kim                           |
| Dept.:   | Director  | Dept.: | Community and Economic<br>Development |
| Subject: | Adoption of a Resolution<br>approving Sign Replacement<br>Grant Agreements for<br>properties located at 12531-<br>12535 and 12541-12571<br>South Harbor Boulevard,<br>Garden Grove. (Cost:<br>\$100,387) ( <i>Action Item</i> ) | Date:  | 6/13/2017                             |

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OBJECTIVE

The purpose of this report is to request that the Successor Agency adopt a Resolution approving a Sign Replacement Grant Agreement to replace the signs at 12531-12535 and 12541-12571 South Harbor Boulevard, Garden Grove.

BACKGROUND

On November 8, 2013, the State Department of Finance (DOF) approved an Implementation Agreement between the Successor Agency and the Great Wolf Lodge confirming the obligations of the parties. Pursuant to the Disposition and Development Agreement (DDA), the Successor Agency must provide off site improvements to be constructed on Harbor Boulevard from Twintree Lane to the north boundary of the Great Wolf Lodge parcel.

DISCUSSION

The Successor Agency established a sign program as part of the off site improvements for the DDA to provide funding for property owners in the Grove District Resort Area to replace signs that do not conform with the updated sign regulations for the Resort Area. The Successor Agency negotiated agreements with property owners adjacent and to the north of the Great Wolf Lodge parcel to replace their signs pursuant to the program (see Attachment 3). Under the sign agreement, the Successor Agency will reimburse the property owner up to \$50,000 per sign towards the cost of removing the signs and replacing them in conformance with the updated City sign ordinance. The properties owners have obtained bids from sign companies and have submitted them for consideration. The lowest responsible bidder was Coast Signs with a bid of \$95,887 for the construction of three new signs. In

addition, it is estimated that each sign will cost up to \$1,500 in permits that will bring the total cost to \$100,387 (see Attachment 1).

Upon approval by the DOF, the Successor Agency will release 50 percent of the sign reimbursement amount upon execution by the Owner of the contract for demolition and replacement of the signs. The Successor Agency will release 25 percent of the reimbursement amount upon completion of the sign demolition. The Successor Agency will release the remaining 25 percent of the reimbursement amount upon completion of the replacement sign construction, as evidenced by approval of the final inspection by the City's Building Official.

### FINANCIAL IMPACT

The total cost of \$100,387 will be paid from the Successor Agency's Redevelopment Property Tax Trust Fund.

### RECOMMENDATION

It is recommended that the Successor Agency:

- Adopt the attached Successor Agency Resolution, and
- Direct the Secretary to transmit said Resolution to the Oversight Board and DOF for approval.

By: Greg Blodgett, Senior Project Manager

Attachments:

- 1: Sign Contract
- 2: Resolution
3. Sign Agreements

#### **ATTACHMENTS:**

| <b>Description</b>                               | <b>Upload Date</b> | <b>Type</b>       | <b>File Name</b>                                       |
|--|--------------------|-------------------|--|
| Sign Contract                                    | 6/5/2017           | Cover Memo        | Sign_Contract.pdf                                      |
| Resolution                                       | 6/7/2017           | Resolution Letter | 6-13-17_SA_RESOLUTION_APPROVING_SIGN_AGREEMENT_(1).pdf |
| Sign Agreement<br>12531-12535 S.<br>Harbor Blvd. | 6/1/2017           | Cover Memo        | Sign_Agreement_12531-12535_S._Harbor_Blvd..pdf         |
| Sign Agreement<br>12541-12571 S.<br>Harbor Blvd. | 6/1/2017           | Cover Memo        | Sign_Agreement_12541_-_12571_S._Harbor_Blvd.pdf        |



1500 W. Embassy Street  
 Anaheim, CA 92802  
 (714) 520-9144 Phone  
 (714) 520-5847 Fax  
[www.coastsign.com](http://www.coastsign.com)

**Proposal for Signage**

Date: January 12, 2017 Revised 6/2/17

To: **Patricia A. Sheehan, CPM, RPA, CCIM**  
 Vice President  
 Investors Property Services  
 26020 Acero, Suite 200  
 Mission Viejo, CA 92691  
 Office Phone: (949) 900-6160  
 Pat Sheehan <Pat.Sheehan@investorshq.com>  
 Direct Phone: (949) 900-6165

Location American European Center  
 Gardenn Grove, CA

| Description of Product or Service   | Qty.   | Unit Price         | Extended Price |
|---|--|--------------------|----------------|
| American European vertical Monument signs- Remove existing and dispose- No footing excavation   | 3  | \$19,890.00        | \$59,670.00    |
|   |  |                    |                |
|   |  |                    |                |
|   |  |                    |                |
|   |  |                    |                |
|   |  |                    |                |
|   |  |                    |                |
|   |  |                    |                |
|   |  |                    |                |
| <b>All Signs in scope of work pending final approval by Brand &amp; City. Lead Time 8-10 Weeks from approved permits</b>  |  | Total FOB          | \$59,670.00    |
|   |  | Removal            | \$6,923.00     |
| Installation of scope of work above is based on unobstructed access and normal working conditions. Any unforeseen or hidden obstructions may change install pricing. Primary Electrical is not included in pricing  |  | Install            | \$22,022.00    |
|   |  | *Estimated Freight | \$1,600.00     |
| Preliminary - Subject to conducting actual technical survey to verify the measurements, mounting method and the access for electrical componnnets.  |  | Survey             | \$290.00       |
| Stamped engineering quote is related to the ground sign only, if engineering calcs for wall signs are required by the city as a condition of permitting additional engineering charges will be applied .  |  | Engineering        | \$480.00       |
| The actual cost of permit fees and labor to secure permits at \$100 per hour will be added to the final invoice.  |  | Est. Permits       | \$4,500.00     |
|   |  | Est. Tax           | \$4,902.00     |
| See page two of this document for CONTRACT TERMS AND CONDITIONS that is incorporated herein by reference as though the terms and conditions had been typed directly on this contract.   |  | TOTAL              | \$100,387.00   |
| Coast Sign Installer will patch and paint the EIFS at the existing wall sign location(s). Should there be any EIFS that needs to be skimmed by a professional EIFS contractor due to tears , indentations, rips and/or improper original installation will be at the responsibility of the Hotel. | NOTE: Proposed prices good for 90 days from date of proposal |                    |                |
|   |  |                    |                |

**Acceptance and Contract**

*The return to us of one copy of this agreement with your signature and the deposit shall constitute a contract.*

Submitted by:

**Fred Siavoshi**  
 VP of National Sales

Accepted by:  
 Print Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

GARDEN GROVE SUCCESSOR AGENCY

RESOLUTION NO.

A RESOLUTION OF THE CITY OF GARDEN GROVE AS SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT APPROVING A SIGN REPLACEMENT GRANT AGREEMENT FOR PROPERTY LOCATED AT 12531-12535 AND 12541-12571 S. HARBOR BOULEVARD

WHEREAS, pursuant to Section 9.20.045 of the Garden Grove Municipal Code, the City of Garden Grove adopted design standards for signs on properties located within the Grove District Resort Area ("Design Standards");

WHEREAS, the property located at 12531-12535 and 12541-12571 S. Harbor Blvd. (the "Property") is located within the Grove District Resort Area;

WHEREAS, the existing signs on the Property are not consistent with the Design Standards;

WHEREAS, in 2011, the State Legislature added Parts 1.8 and 1.85 of Division 24 of the California Redevelopment Law ("2011 Redevelopment Legislation"), which provide for the statewide dissolution of all redevelopment agencies, and provides that a successor agency will administer the enforceable obligations of the redevelopment agencies and otherwise wind up their affairs, all subject to the review and approval of an oversight board and the California Department of Finance;

WHEREAS, the City of Garden Grove has elected to become the Successor Agency to the Garden Grove Agency for Community Development pursuant to the 2011 Redevelopment Legislation;

WHEREAS, pursuant to Part 1.85 of the 2011 Redevelopment Legislation, the Successor Agency is required and authorized to administer the enforceable obligations of the Redevelopment Agency;

WHEREAS, pursuant to a Disposition and Development Agreement for the development of the Great Wolf Lodge the Redevelopment Agency instituted a program to provide funding for property owners in the Grove District Resort Area to remove non-conforming signs with signs conforming to the Design Standards;

WHEREAS, the Oversight Board for the Successor Agency and the California Department of Finance have approved the grant program as an enforceable obligation; and

WHEREAS, the attached Agreement is entered into by the parties pursuant to the grant program to facilitate removal of the non-conforming signs on the Property and to install replacement signs thereon, which meet the Design Standards.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development as follows:

Section 1. The Sign Replacement Grant Agreement for property located at 12531-12535 and 12541-12571 S. Harbor Blvd. in the City of Garden Grove, State of California, is hereby approved.

Section 2. The Secretary is directed to forward this Resolution to the Oversight Board and the California Department of Finance.

Section 3. The Executive Director is hereby authorized to execute the Agreement and to approve minor modifications to effectuate the purposes therefor.

## GROVE DISTRICT

### SIGN REPLACEMENT GRANT AGREEMENT

**12531 – 12535 South Harbor Blvd. Garden Grove, California**

This Sign Replacement Grant Agreement (“Agreement”) is entered into as of May 2, 2017 (“Effective Date”), by and between the City of Garden Grove as Successor to the Garden Grove Agency for Community Development (“Successor Agency”) and Yasin & Lara, Inc., (“Owner”) to remove and replace the sign located at 12531 – 12535 South Harbor Blvd., in the City of Garden Grove, California (the “Property”).

#### RECITALS

- A. Pursuant to Section 9.20.045 of the Garden Grove Municipal Code, the City of Garden Grove adopted design standards for signs on properties located within the Grove District Resort Area (“Design Standards”). The Property is located within the Grove District Resort Area.
- B. The existing sign(s) on the Property, depicted on the attached Exhibit “A” (the “Sign”), is/are not consistent with the Design Standards and is thus, non-conforming.
- C. The Garden Grove Agency for Community Development (“Redevelopment Agency”) instituted a program to provide funding for property owners in the Grove District Resort Area to remove non-conforming signs with signs conforming to the Design Standards (“Grant Program”).
- C. In 2011, the State Legislature added Parts 1.8 and 1.85 of Division 24 of the California Redevelopment Law (“2011 Redevelopment Legislation”), which provide for the statewide dissolution of all redevelopment agencies, and provides that a successor agency will administer the enforceable obligations of the redevelopment agencies and otherwise wind up their affairs, all subject to the review and approval of an oversight board and the California Department of Finance. The Successor Agency is the successor to the Redevelopment Agency.
- D. Pursuant to Part 1.85 of the 2011 Redevelopment Legislation, the Successor Agency is required and authorized to administer the enforceable obligations of the Redevelopment Agency.
- E. The oversight board for the Successor Agency and the California Department of Finance have approved the Grant Program as an enforceable obligation.

- F. This Agreement is entered into by the parties pursuant to the Grant Program to facilitate the Sign's removal and to install a replacement sign which meets the Design Standards ("Replacement Sign").

## **AGREEMENT**

### **1. Sign Replacement Grant**

The Successor Agency will reimburse Owner the cost of removing the Sign and replacing it with the Replacement Sign pursuant to the following conditions:

- 1.1. **First Come-First Served.** The Program is offered to property owners in the Grove District Resort Area to remove and replace Signs that do not conform with the Design Standards on a "first come, first served" basis until Grant Program funding is depleted.
- 1.2. **Leased Premises.** The Grant Program will assist tenants provided that the lease for the Property has a remaining term of at least one year, and provided that the landlord consents in writing to the replacement of the Sign with the Replacement Sign.
- 1.3. **New Signage.** The Program will not assist in constructing new signage as it is a sign-replacement program. However, a sign will be considered a qualified Replacement Sign if the applicant can show that the sign is being constructed at the location of a previously removed Sign that was in existence on or before February 1, 2012.
- 1.4. **Maximum Grant.** The Grant Program will assist in removing only one Sign per property, provided that properties with multiple tenants with the right under the Garden Grove Zoning Code to have multiple monument signs, may be assisted in removing the total amount of monument signs allowed for the property. The total amount of the grant shall not exceed fifty thousand dollars (\$50,000.00) per sign.

### **2. Approval Process**

- 2.1 Upon the full execution of this Agreement, Owner will provide the Economic and Community Development Director or her designee a work schedule containing the following milestones:
  - 2.1.1 **Submission of Replacement Sign design.** Successor Agency staff will review the proposed Replacement Sign design and will approve it within 14 calendar days if it substantially conforms to Section 9.20.045 of the Garden Grove Municipal Code.
  - 2.1.2 **Submission of bids.** Successor Agency staff will review three bids or estimates from qualified sign contractors for the demolition of the Sign(s)

and installation of the Replacement Sign(s) within 14 calendar days and will approve the Grant amount based on the lowest bid presented. The Prevailing Wage Law applies to the construction work.

2.1.3 Application for Demolition and Building Permits.

2.1.4 Completion of Construction within 60 calendar days after issuance of Building Permits.

### **3. Owner's Representation as Condition Precedent to Performance of the Work**

Owner represents that it owns the Sign(s) and explicitly represents that it has the authority to remove and replace the Sign(s) as provided for in this Agreement.

### **4. Payment Process**

4.1 The Successor Agency will release 50% of the Grant amount upon execution by the Owner of the contract for demolition and replacement of the sign(s).

4.2 The Successor Agency will release 25% of the Grant amount upon completion of the Sign's demolition.

4.3 The Successor Agency will release the remaining 25% of the Grant amount upon completion of the Replacement Sign's construction, as evidenced by approval of the final inspection by the Garden Grove Building Official.

### **5. Indemnity, Release and Waiver**

5.1 The Grant Program or disbursement of funds contemplated by this Agreement is solely for the Owner's benefit. The Successor Agency assumes no responsibility or liability to Owner, its contractor or any other party, in connection herewith. The Successor Agency in no way guarantees any of the work to be completed or materials to be supplied for the work contemplated in connection herewith. Owner and its contractors, agents, officers, representatives and employees agree to hold the Successor Agency and the City of Garden Grove and their employees, agents, officers, representatives, contractors, attorneys and assigns harmless and to indemnify them from and against all claims which may arise or be brought against them associated with the Grant Program, the administration of the proceeds therefrom or the activities conducted pursuant thereto.

5.2 Owner, on behalf of itself and its successors and assigns, knowingly and voluntarily waives and expressly releases and discharges the Successor Agency, the City of Garden Grove, and any and all of their employees, agents, officers, representatives, contractors, attorneys, and assigns, from any and all claims, demands, liabilities and obligations, both known and unknown, relating to the Grant Program and performance of the work required under this Agreement, whether in law or equity,



which Owner may have against the Successor Agency or the City arising out of the Grant Program.

Owner further knowingly, voluntarily and intentionally waives Section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

## **6. Miscellaneous Provisions**

**6.1 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of Owner and Successor Agency and their respective heirs, personal representatives, successors and assigns.

**6.2 Notices.** Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by notice. Any notice given under this paragraph, whether personally or by mail shall be deemed received only upon actual receipt by the intended party. Either party may, in writing, change the address at which notices shall be received.

To Owner: Yasin & Lara, Inc.  
Attn: Mohammed Ibrahim  
c/o Investors Property Services  
Attn: Patricia Sheehan, Agent for Owner  
26020 Acero, Suite 200  
Mission Viejo, CA 92691  
E-Mail: [pat.sheehan@investorshq.com](mailto:pat.sheehan@investorshq.com)

To Successor Agency: City of Garden Grove  
11222 Acacia Avenue  
Garden Grove, CA 92840  
E-mail:  
Attention: [Name and Title]

**6.3 Advice of Legal Counsel.** The parties represent that each has not provided legal advice to the other in connection with this Agreement and that each represents and warrants that it has had the full and fair opportunity to seek the advice of independent legal counsel prior to entering into this Agreement.

**6.4 Jurisdiction and Venue.** This Agreement shall be construed under the laws of the State of California in effect at the time of the signing of this Agreement. To

the extent permitted by law, the parties consent to the jurisdiction of the California courts with venue in Orange County.

- 6.5 Titles and Captions.** Titles and captions are for convenience only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms.
- 6.6 Modifications.** Any alteration, change, modification or amendment of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed by both parties.
- 6.7 Time of Essence.** Time is expressly made of the essence with respect to the performance by the parties of each and every obligation and condition of this Agreement.
- 6.8 Cooperation.** Each party agrees to cooperate with the other in fulfilling the conditions of this Agreement and, in that regard, to perform all obligations hereunder and to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purpose and intent of this Agreement.
- 6.9 Construction of Agreement.** The parties agree that this Agreement is to be construed and interpreted without regard to the identity of the party which drafted in whole or part, this Agreement.
- 6.10 Counterparts.** This Agreement may be signed in counterparts which, when signed by the parties, shall constitute a binding agreement.
- 6.11 Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which it may be entitled.
- 6.12 Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede any and all other agreements with respect to the subject matter herein, whether orally or in writing.
- 6.13 Authority.** Each signatory to this Agreement warrants that they are executing it with the full authority to do so.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Successor Agency and Owner execute this Agreement to be effective as of the date first above written.

Dated: 5/3/, 2017

"Owner"  
Yasin & Lara, Inc.

By: Mohammed Ibrahim  
Mohammed Ibrahim

Title: Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2017

"Successor Agency"  
City of Garden Grove as Successor Agency  
to the Garden Grove Agency for Community  
Development

By: \_\_\_\_\_  
Executive Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
General Counsel

## GROVE DISTRICT

### SIGN REPLACEMENT GRANT AGREEMENT

**12541 – 12571 South Harbor Blvd. Garden Grove, California**

This Sign Replacement Grant Agreement (“Agreement”) is entered into as of May 2, 2017 (“Effective Date”), by and between the City of Garden Grove as Successor to the Garden Grove Agency for Community Development (“Successor Agency”) and Emilia Fiorentin Memorial Trust (“Owner”) to remove and replace the signs located at 12541 & 12571 South Harbor Blvd., in the City of Garden Grove, California (the “Property”).

#### RECITALS

- A. Pursuant to Section 9.20.045 of the Garden Grove Municipal Code, the City of Garden Grove adopted design standards for signs on properties located within the Grove District Resort Area (“Design Standards”). The Property is located within the Grove District Resort Area.
- B. The existing sign(s) on the Property, depicted on the attached Exhibit “A” (the “Sign”), is/are not consistent with the Design Standards and is thus, non-conforming.
- C. The Garden Grove Agency for Community Development (“Redevelopment Agency”) instituted a program to provide funding for property owners in the Grove District Resort Area to remove non-conforming signs with signs conforming to the Design Standards (“Grant Program”).
- C. In 2011, the State Legislature added Parts 1.8 and 1.85 of Division 24 of the California Redevelopment Law (“2011 Redevelopment Legislation”), which provide for the statewide dissolution of all redevelopment agencies, and provides that a successor agency will administer the enforceable obligations of the redevelopment agencies and otherwise wind up their affairs, all subject to the review and approval of an oversight board and the California Department of Finance. The Successor Agency is the successor to the Redevelopment Agency.
- D. Pursuant to Part 1.85 of the 2011 Redevelopment Legislation, the Successor Agency is required and authorized to administer the enforceable obligations of the Redevelopment Agency.
- E. The oversight board for the Successor Agency and the California Department of Finance have approved the Grant Program as an enforceable obligation.
- F. This Agreement is entered into by the parties pursuant to the Grant Program to facilitate the Sign's removal and to install a replacement sign which meets the Design Standards (“Replacement Sign”).

## **AGREEMENT**

### **1. Sign Replacement Grant**

The Successor Agency will reimburse Owner the cost of removing the Sign and replacing it with the Replacement Sign pursuant to the following conditions:

- 1.1. **First Come-First Served.** The Program is offered to property owners in the Grove District Resort Area to remove and replace Signs that do not conform with the Design Standards on a “first come, first served” basis until Grant Program funding is depleted.
- 1.2. **Leased Premises.** The Grant Program will assist tenants provided that the lease for the Property has a remaining term of at least one year, and provided that the landlord consents in writing to the replacement of the Sign with the Replacement Sign.
- 1.3. **New Signage.** The Program will not assist in constructing new signage as it is a sign-replacement program. However, a sign will be considered a qualified Replacement Sign if the applicant can show that the sign is being constructed at the location of a previously removed Sign that was in existence on or before February 1, 2012.
- 1.4. **Maximum Grant.** The Grant Program will assist in removing only one Sign per property, provided that properties with multiple tenants with the right under the Garden Grove Zoning Code to have multiple monument signs, may be assisted in removing the total amount of monument signs allowed for the property. The total amount of the grant shall not exceed fifty thousand dollars (\$50,000.00) per sign.

### **2. Approval Process**

- 2.1 Upon the full execution of this Agreement, Owner will provide the Economic and Community Development Director or her designee a work schedule containing the following milestones:
  - 2.1.1 **Submission of Replacement Sign design.** Successor Agency staff will review the proposed Replacement Sign design and will approve it within 14 calendar days if it substantially conforms to Section 9.20.045 of the Garden Grove Municipal Code.
  - 2.1.2 **Submission of bids.** Successor Agency staff will review three bids or estimates from qualified sign contractors for the demolition of the Sign(s) and installation of the Replacement Sign(s) within 14 calendar days and will approve the Grant amount based on the lowest bid presented. The Prevailing Wage Law applies to the construction work.

2.1.3 Application for Demolition and Building Permits.

2.1.4 Completion of Construction within 60 calendar days after issuance of Building Permits.

**3. Owner's Representation as Condition Precedent to Performance of the Work**

Owner represents that it owns the Sign(s) and explicitly represents that it has the authority to remove and replace the Sign(s) as provided for in this Agreement.

**4. Payment Process**

4.1 The Successor Agency will release 50% of the Grant amount upon execution by the Owner of the contract for demolition and replacement of the sign(s).

4.2 The Successor Agency will release 25% of the Grant amount upon completion of the Sign's demolition.

4.3 The Successor Agency will release the remaining 25% of the Grant amount upon completion of the Replacement Sign's construction, as evidenced by approval of the final inspection by the Garden Grove Building Official.

**5. Indemnity, Release and Waiver**

5.1 The Grant Program or disbursement of funds contemplated by this Agreement is solely for the Owner's benefit. The Successor Agency assumes no responsibility or liability to Owner, its contractor or any other party, in connection herewith. The Successor Agency in no way guarantees any of the work to be completed or materials to be supplied for the work contemplated in connection herewith. Owner and its contractors, agents, officers, representatives and employees agree to hold the Successor Agency and the City of Garden Grove and their employees, agents, officers, representatives, contractors, attorneys and assigns harmless and to indemnify them from and against all claims which may arise or be brought against them associated with the Grant Program, the administration of the proceeds therefrom or the activities conducted pursuant thereto.

5.2 Owner, on behalf of itself and its successors and assigns, knowingly and voluntarily waives and expressly releases and discharges the Successor Agency, the City of Garden Grove, and any and all of their employees, agents, officers, representatives, contractors, attorneys, and assigns, from any and all claims, demands, liabilities and obligations, both known and unknown, relating to the Grant Program and performance of the work required under this Agreement, whether in law or equity, which Owner may have against the Successor Agency or the City arising out of the Grant Program.

Owner further knowingly, voluntarily and intentionally waives Section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

**6. Miscellaneous Provisions**

**6.1 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of Owner and Successor Agency and their respective heirs, personal representatives, successors and assigns.

**6.2 Notices.** Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by notice. Any notice given under this paragraph, whether personally or by mail shall be deemed received only upon actual receipt by the intended party. Either party may, in writing, change the address at which notices shall be received.

To Owner:    Fiorentin Memorial Trust  
Attn: Dolores Griffith, Co-Trustee  
c/o Investors Property Services  
Attn: Patricia Sheehan, Agent for Owner  
26020 Acero, Suite 200  
Mission Viejo, CA 92691  
E-Mail: [pat.sheehan@investorshq.com](mailto:pat.sheehan@investorshq.com)

To Successor Agency:                                  City of Garden Grove  
11222 Acacia Avenue  
Garden Grove, CA 92840  
E-mail:  
Attention: [Name and Title]

**6.3 Advice of Legal Counsel.** The parties represent that each has not provided legal advice to the other in connection with this Agreement and that each represents and warrants that it has had the full and fair opportunity to seek the advice of independent legal counsel prior to entering into this Agreement.

**6.4 Jurisdiction and Venue.** This Agreement shall be construed under the laws of the State of California in effect at the time of the signing of this Agreement. To the extent permitted by law, the parties consent to the jurisdiction of the California courts with venue in Orange County.

- 6.5 Titles and Captions.** Titles and captions are for convenience only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms.
- 6.6 Modifications.** Any alteration, change, modification or amendment of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed by both parties.
- 6.7 Time of Essence.** Time is expressly made of the essence with respect to the performance by the parties of each and every obligation and condition of this Agreement.
- 6.8 Cooperation.** Each party agrees to cooperate with the other in fulfilling the conditions of this Agreement and, in that regard, to perform all obligations hereunder and to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purpose and intent of this Agreement.
- 6.9 Construction of Agreement.** The parties agree that this Agreement is to be construed and interpreted without regard to the identity of the party which drafted in whole or part, this Agreement.
- 6.10 Counterparts.** This Agreement may be signed in counterparts which, when signed by the parties, shall constitute a binding agreement.
- 6.11 Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which it may be entitled.
- 6.12 Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede any and all other agreements with respect to the subject matter herein, whether orally or in writing.
- 6.13 Authority.** Each signatory to this Agreement warrants that they are executing it with the full authority to do so.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Successor Agency and Owner execute this Agreement to be effective as of the date first above written.

Dated: May 2, 2017

“Owner”

Emilia Fiorentin Memorial Trust

By: Dolores Griffith  
Dolores Griffith

Title: Co-Trustee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2017

“Successor Agency”

City of Garden Grove as Successor Agency  
to the Garden Grove Agency for Community  
Development

By: \_\_\_\_\_  
Executive Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
General Counsel