

REHABILITATION AGREEMENT

[MUSEUM CENTER]

by and between

CITY OF BREA,

a California municipal corporation

("City"),

BREA REDEVELOPMENT AGENCY,

a public body, corporate and politic

("Agency")

and

BREA HISTORICAL SOCIETY,

a California nonprofit corporation

("Society")

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REHABILITATION AGREEMENT

This Rehabilitation Agreement (this "Agreement") is entered into as of March 19, 2002, by and between the CITY OF BREA, a California municipal corporation ("City"), BREA REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency"), and BREA HISTORICAL SOCIETY, a California nonprofit corporation ("Society"). City, Agency and Society hereby covenant and agree as follows:

1 SUBJECT OF AGREEMENT

1.1 Purpose of Agreement

(a) City owns certain improved real property (the "Property"), upon which is located a building commonly known as the "Old Police Building", or as the "American Legion Building" (the "Building"). The purpose of this Agreement is to provide for the rehabilitation of the Building (the "Rehabilitation") in a manner consistent with Brea's Historic Preservation Ordinance and the Secretary of Interior's Standards for Rehabilitation and Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (the "Secretary of Interior's Standards"), and the establishment therein of a historical museum and research center (the "Museum Center"), to be open to the public.

(b) Subject to the terms and conditions of this Agreement: (i) City and Society shall execute a right of entry, authorizing Society to complete the Rehabilitation; (ii) Society shall complete the Rehabilitation; (iii) Agency shall provide financial assistance to Society, to assist in defraying the costs of the Rehabilitation; and (iv) City and Society shall enter into a Lease Agreement (the "Lease"), providing for the lease of the Property to Society.

(c) The execution of this Agreement also satisfies and discharges all obligations of City and Agency to Society, if any, for storage, cost of office space, or relocation costs.

(d) The rehabilitation of the Building pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of City, and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

1.2 Definitions

"Agency Assistance" shall mean the financial assistance to be provided by Agency to Society to pay part of the costs of the Rehabilitation.

"Brea's Historic Preservation Ordinance" shall mean Chapter 20.60 of the Brea Municipal Code.

"Building" is defined in paragraph (a) of Section 1.1.

"Certificate of Completion" shall mean the certificate described in Section 5.10 of this Agreement.

“City Manager” shall mean the City Manager of City, or his or her designee.

“Executive Director” shall mean the Executive Director of Agency, or his or her designee.

“Society’s Equity Contribution” is defined in Section 4.2.1.2.

“Project Budget” shall mean the budget attached hereto as Attachment No. 5 and incorporated herein by this reference, as it may be revised with the written approval of Society and the Executive Director.

“Property” is defined in Section 1.3.

“Rehabilitation” shall mean the work of improvement to be performed on the Property pursuant to this Agreement.

“Rehabilitation Costs” shall mean all soft costs and hard costs of construction incurred or to be incurred by Society in connection with the Rehabilitation, to the extent such costs are set forth in the approved Project Budget.

“Schedule of Performance” shall mean the Schedule of Performance attached hereto as Attachment No. 4, and incorporated herein by this reference.

“Total Project Cost” shall mean the total amount of Rehabilitation Costs.

1.3 The Property

The Property is located at 495 S. Brea Boulevard in the City of Brea, within City Hall Park, and consists of the Building and the adjacent parking lot. The legal description of the Property is set forth on Attachment No. 1, attached hereto and incorporated herein by reference; a site map is attached hereto as Attachment No. 2 and incorporated herein by reference.

1.4 City

1.4.1 City is a California municipal corporation.

1.4.2 The principal office of City is located at 1 Civic Center Circle, Brea, California 92821. All communications with City should be mailed to the attention of City Manager at the principal office of City.

1.4.3 “City,” as used in this Agreement, includes City of Brea and any assignee of, or successor to, its rights, powers and responsibilities.

1.5 Agency

1.5.1 Agency is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Division 24, Part 1.7 of the Health and Safety Code of the State of California.

1.5.2 The principal office of Agency is located at 1 Civic Center Circle, Brea, California 92821. All communications with Agency should be mailed to the attention of the Executive Director at the principal office of Agency.

1.5.3 "Agency," as used in this Agreement, includes the Brea Redevelopment Agency and any assignee of, or successor to, its rights, powers and responsibilities.

1.6 Society

1.6.1 Society is a California 501(c)(3) non-profit corporation.

1.6.2 The mailing address of Society for purposes of this Agreement is PO Box 9764, Brea, CA 92822, Attn: President.

1.6.3 "Society," as used in this Agreement, includes Brea Historical Society and any assignee of, or successor to, its rights, powers and responsibilities.

1.7 Prohibition against Change in Control of Society and Transfers of the Property or this Agreement

1.7.1 Society represents and agrees that the qualifications and identity of Society, and its principals, are of particular concern to the community and City, in view of: (1) the importance of the rehabilitation of the Building to the general welfare of the community; (2) the public assistance that has been made available for the purpose of making such rehabilitation possible; and (3) the fact that a change in control of Society or of a substantial part thereof is for practical purposes a transfer or disposition of the property then owned by Society. Society further recognizes that it is because of such qualifications and identity that City and Agency are entering into this Agreement with Society. No voluntary or involuntary successor in interest of Society shall acquire any rights or powers under this Agreement except as expressly set forth herein.

1.7.2 Society shall promptly notify City of any and all changes whatsoever in the identity of the parties in control of Society or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information.

1.7.3 Society shall not assign or attempt to assign this Agreement or any right herein, nor make any total or partial sale, transfer, conveyance or assignment, either voluntary or involuntary, of the whole or any part of the Property (hereinafter referred to collectively as the "Society's Interests"), without prior written approval of City. Any such assignment of this Agreement shall be by instruments satisfactory to City Manager, and be subject to the approval by City Manager of evidence of the proposed assignee's qualifications to meet the obligations of Society under this Agreement.

1.7.4 In the event that Society assigns this Agreement or the Lease or any of the rights herein, or sells, transfers, conveys or assigns any rights to the Property or the buildings or structures thereon, except as authorized by City in writing, City shall be entitled to exercise all available rights and remedies.

2 REPRESENTATIONS AND WARRANTIES OF SOCIETY

2.1 As an inducement to City and Agency to enter into this Agreement and make the Agency Assistance available, Society hereby represents and warrants to City and Agency, which representations and warranties are true and correct as of the date of this Agreement and which shall survive the recording of the Certificate of Completion, as follows:

2.1.1 Society has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby;

2.1.2 This Agreement and all documents required hereby to be executed by Society are, and shall be, valid, legally binding obligations of and enforceable against Society in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally;

2.1.3 Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which Society is a party or affecting the Property or the Museum Center;

2.1.4 To the best of Society's knowledge, there are no pending, threatened or contemplated actions, suits, arbitrations, claims or proceedings, at law or in equity, affecting the Property or in which Society is, or to the best of Society's knowledge will be, a party by reason of Society's lease of the Property or rehabilitation of the Building, including, but not limited to, alleged building code, health and safety or zoning violations;

2.1.5 No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or threatened against Society, nor are any of such proceedings contemplated by Society;

2.1.6 All reports, documents, instruments, information and forms of evidence delivered to City or Agency concerning or required by this Agreement are accurate, correct and sufficiently complete to give City true and accurate knowledge of their subject matter, and do not contain any misrepresentation or omission.

2.1.7 No representation, warranty or statement of Society in this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

2.1.8 The undisbursed proceeds from Agency Assistance, together with Society's Equity Contribution are sufficient to (i) pay, through completion, all costs of

Rehabilitation of the Property; and (ii) enable Society to perform and satisfy all of the covenants of Society contained in this Agreement.

Society's representations and warranties made in this Section 2 shall be continuing and shall be true and correct as of the date of disbursement of the Agency Assistance with the same force and effect as if remade by Society in a separate certificate at that time. The truth and accuracy of Society's representations and warranties made herein shall constitute a condition for the benefit of City and Agency to the issuance of Agency Assistance.

3. SCHEDULE OF PERFORMANCE; RIGHT OF ENTRY; LEASE

3.1 City agrees to execute a right of entry (the "Right of Entry"), authorizing Society to complete the Rehabilitation, but only if all of the following conditions are satisfied within One Hundred and Eighty (180) days after the date of this Agreement (the "Initial Period"):

3.1.1 Society shall have prepared and submitted to City's Economic Development Director ("Director") and City's Development Services Department plans and specifications for the Rehabilitation (the "Building Plans"), at a level of detail sufficient to obtain the bids required by subsection 3.1.2;

3.1.2 Society shall have obtained and submitted to the Director bona fide written bids for the Rehabilitation, based on the Building Plans and including payment of prevailing wages pursuant to Labor Code Section 1770, et seq., and binding for a period of one hundred and eighty (180) days from the date of the written bid, from three or more general contractors;

3.1.3 Society shall have submitted to the Director evidence reasonably satisfactory to Director that Society has on hand funds in an amount not less than One Hundred and Fifteen percent (115%) of the lowest of the three (3) bids obtained pursuant to subsection 3.1.2, less \$100,000.00. Such funds must be kept in an account dedicated solely to the Rehabilitation, and segregated from other funds of Society; and

3.1.4 Society shall have submitted to the Director a revised Project Budget making any changes to the Project Budget attached hereto as Attachment No. 5 necessary, as determined by Society and acceptable to Director, in response to the lowest of the three (3) bids obtained pursuant to subsection 3.1.2.

3.2 If within the Initial Period:

3.2.1 the Building Plans are at least seventy five percent (75%) complete, as determined by City's Development Services Director; and

3.2.2 Society has raised at least Seventy Two Thousand, Five Hundred Dollars (\$72,500)[calculated as follows: \$172,500 (seventy-five percent of \$230,000, which is the sum of Society's cost estimate plus a fifteen percent contingency factor), less the Agency's contribution of \$100,000];

then Society shall have an additional period not to exceed ninety (90) days (the "Additional Period") to satisfy the conditions in subsections 3.1.1 through 3.1.4.

3.3 In addition to the default and termination provisions set forth in Article 8, and without any requirement for notice and cure, this Agreement shall terminate upon the first to occur of the following:

3.3.1 The Initial Period shall have expired, and Society has not satisfied either (i) all of the conditions set forth in Section 3.1, or (ii) the conditions set forth in Section 3.2 for the Additional Period to become effective; or

3.3.2 The Additional Period shall have expired, and Society has not satisfied all of the conditions set forth in Section 3.1.

Upon the termination of this Agreement pursuant to subsections 3.3.1 or 3.3.2, above, Society shall have no further rights to the Building, the Lease, or Agency Assistance, and City and Agency shall have no further obligations to Society for storage, cost of office space, or relocation costs.

3.4 Upon the satisfaction of the conditions set forth in Section 3.1, within the time periods set forth in subsection 3.3.1 or 3.3.2, whichever is applicable, City and Society shall execute a right of entry in form acceptable to City, authorizing Society to undertake the work of Rehabilitation upon the Property, and Society shall complete the Rehabilitation.

3.4.1 Within the times established therefor in the Schedule of Performance, Society shall begin and thereafter diligently complete the Rehabilitation. Society shall complete the Rehabilitation work, and obtain a Certificate of Completion pursuant to Section 5.10, within twelve (12) months from issuance of the first building permit for the Rehabilitation. If all conditions set forth in Sections 3.1 and 3.2 are satisfied in less than 270 days (9 months) from the date of this Agreement, Society may add the result of 270 days less the number of days between the date of this Agreement and the completion of all of the conditions in Sections 3.1 and 3.2 to the twelve (12) month period set forth in the preceding sentence.

3.4.2 If a Certificate of Completion is issued for the Rehabilitation within twelve (12) months from issuance of the first building permit for the Rehabilitation (or within such additional time as may be granted pursuant to Section 3.4.1), and no stop notices or mechanic's liens (if any) are pending, City and Society shall enter into the Lease.

3.4.3 If a Certificate of Completion is **NOT** issued for the Rehabilitation within twelve (12) months from issuance of the first building permit for the Rehabilitation (or within such additional time as may be granted pursuant to Section 3.4.1), this Agreement shall terminate, without any requirement for notice and cure, Society shall have no further rights to the Building, the Lease, or Agency Assistance, and City and Agency shall have no further obligations to Society for storage, cost of office space, or relocation costs. Further, all improvements made by Society to the Property, if any, shall be the property of City.

4. FINANCING

4.1 Project Budget

As set forth in the Project Budget, the Total Project Cost is estimated by Society to be Two Hundred Thousand Dollars (\$200,000). The Total Project Cost may change as a result of the bids required by subsection 3.1.2, and the revised budget required by subsection 3.1.5.

4.2 Method of Financing

4.2.1 The Total Project Cost, and any and all public improvements and any other permit conditions required by City, shall be financed with a combination of funds, as follows:

4.2.1.1 In accordance with and subject to all the terms, conditions and covenants of this Agreement, Agency agrees to grant Society the total amount of One Hundred Thousand Dollars (\$100,000.00) (the "Agency Assistance"), or so much thereof as may be disbursed to or for the benefit or account of Society, subject to the terms set forth herein.

4.2.1.2 Equity from Society ("Society's Equity Contribution"), in the amount of not less than One Hundred and Fifteen percent (115%) of the Total Project Costs, less \$100,000.00. Society's Equity Contribution may include the sum of funds Society then has on deposit in banks, certificates of deposit or in other investments equivalent to cash, provided Society demonstrates to the satisfaction of Agency's Executive Director that such funds will be available for disbursement to pay Rehabilitation Costs when and as needed.

4.2.2 The sum of Agency Assistance plus Society's Equity Contribution shall be sufficient to pay the Total Project Cost. To the extent the actual cost of completing the Rehabilitation exceeds the sum of Agency Assistance and Society's Equity Contribution, Society shall increase the amount of Society's Equity Contribution in order to fully fund such cost overruns. Pursuant to Labor Code Section 1770, et seq., the Rehabilitation requires payment of prevailing wages. Society may request an increase in the amount of Agency Assistance if prevailing wages cause the Total Project Cost to increase above that estimated by Society, which request Agency may approve or disapprove in its sole and absolute discretion.

4.2.3 City and Society agree to investigate the feasibility of moving Society's stored historic artifacts to the storage shed on the Property prior to completion of the Rehabilitation. In that event, Society shall bear the cost of insurance and security for the stored items. Any cost savings which City may realize from the move may be considered for funding any costs Society incurs above the budgeted amounts.

4.3 Conditions Precedent to Disbursement of Agency Assistance

Agency shall not be obligated to disburse Agency Assistance unless all of the conditions precedent set forth below are satisfied at the time of such action. The Executive Director shall have the authority to waive any condition of disbursement set forth herein; however, any waiver must be made in writing. The decision to waive any condition of disbursement shall be in the sole discretion of the Executive Director, and the decision to waive

any requirement may be conditioned upon its satisfaction at a later date and/or upon the substitution of another condition. The disbursement of any portion of Agency Assistance prior to fulfillment of one or more of the foregoing conditions shall not be construed as a waiver of such conditions, and Agency reserves the right to require their fulfillment prior to making any subsequent disbursements.

4.3.1 There exists no Event of Default, or event, omission or failure of condition that would constitute an Event of Default after notice or lapse of time, or both, of this Agreement or the Right of Entry;

4.3.2 The conditions set forth in Section 3.1 have been satisfied, and City and Society have entered into the Right of Entry;

4.3.3 Society shall have submitted any additional plans required by City, in a form reasonably satisfactory to City's Development Services Director;

4.3.4 Society submits to Agency evidence that it has satisfied all conditions precedent to the receipt of all permits necessary for the Rehabilitation, subject only to payment of permit fees;

4.3.5 Society submits to Agency's Risk Manager the certificates of insurance required by Section 6.1;

4.3.6 Society delivers a copy of the executed contract(s) between Society and its general contractor for the Rehabilitation; the contracts must provide for the payment of prevailing wages, to the extent required by Labor Code Section 1770, et seq.;

4.3.7 The amount disbursed for each item listed in the Project Budget shall not exceed the amount specified therein;

4.3.8 Society shall have provided evidence satisfactory to Agency that Society has contributed any additional capital or equity contribution required by subsection 4.2.2;

4.3.9 No claim of lien, bonded stop notice, or similar notice shall have been asserted against City, Agency, the Property, or the Rehabilitation;

4.3.10 Society shall have delivered to the Executive Director a roster of Historical Society officers, including names, titles, addresses, and telephone numbers, and the annual operations plan and budget, defining staffing levels and hours of operation, for the first year of operation of the Museum Center;

4.3.11 The representations and warranties set forth in Section 2.1 are true in all respects; and

4.3.12 Agency shall be reasonably satisfied that the Rehabilitation shall be completed in a timely fashion.

4.4 Disbursement Procedures

4.4.1 Subject to the satisfaction of the conditions set forth in Section 4.3 and this Section 4.4, Agency shall disburse proceeds of Agency Assistance on a reimbursement basis for work actually performed and materials used to date.

4.4.1.1 Agency Assistance funds shall be paid to Society, or, at Agency's option, jointly to Society and the subcontractor, for labor, services and/or materials to be used in or related to the Rehabilitation, in accordance with the Project Budget. Agency Assistance shall be used first for seismic retrofit work, with any remainder used for general improvements.

4.4.1.2 The President of Society is hereby designated as the person authorized to sign written Requests, in accordance with the terms of this Agreement, and Society, with the consent of Agency, shall have the sole right to revoke such designation in writing, and substitute any other person as the person authorized to sign such order.

4.4.1.3 The requisitioning procedure shall be as follows: Society shall submit a Request (a "Request") to Agency. Each application for disbursement of Agency Assistance funds shall identify the line item(s) in the Project Budget with which it corresponds, and shall include (a) the applications of each of the contractors, in the amount approved by Society, for work completed or estimated to have been completed as of the end of the preceding stage and for materials used to date, less applicable retention, (b) a list of all preliminary 20 day notices received by the contractor or Society; and (c) copies of receipts and invoices, signed conditional mechanic's lien waivers meeting all the requirements of Civil Code Section 3262, for the prior stage of construction, and such other evidence of performance of work or supply of materials as Agency shall reasonably require. Agency shall review each Request within 10 business days. Upon receiving a Request, Agency shall have the right to independently confirm whether the Request is appropriate before Agency shall make the requested disbursement. Such confirmation may include the requirement of the evidence or information described in Section 4.4.1.4 below.

4.4.1.4 Upon receipt of a properly signed Request, Agency is authorized to act thereon without further inquiry. Notwithstanding any provision hereof to the contrary, Agency may require prior to disbursement of any Agency Assistance funds hereunder (except with respect to the first such disbursement):

- (a) The submission of proof of the delivery to the Property of and/or incorporation into the Rehabilitation of all labor and/or materials, and the submission of labor and/or materials releases on forms satisfactory to Agency, as well as such other supporting affidavits, invoices and/or statements as Agency may specify;
- (b) The submission of proof that a period of twenty (20) days has expired after the furnishing of the labor, services and/or materials for which each Request is presented and that no preliminary notice describing such labor,

services and/or materials has been served upon Agency except by the person named in the Request;

- (c) Evidence of prior payment of the sums for the prior Request;
- (d) The dollar amount, including changes, if any, of each contract and subcontract; and
- (e) rehabilitation progress schedule detailing the progress of rehabilitation and completion time for incomplete work.

4.4.2 Undisbursed Funds. The amount of any undisbursed Agency Assistance funds and any other amounts of Agency Assistance not otherwise disbursed, shall be retained by Agency and the principal balance of Agency Assistance shall be reduced accordingly.

4.4.3 Preliminary Notices. Society agrees that copies of all preliminary notices delivered pursuant to Section 3097 of the California Civil Code (a) to Society and (b) to the Property, addressed to "City of Brea," "Brea Redevelopment Agency," "Lender," or "Construction Lender," shall be promptly delivered to Agency. Society further agrees that Agency shall have the right at all times to enter upon the Property and post such notices and other written or printed material thereon as it may deem necessary or desirable for its protection.

4.4.4 Stop Notices. In the event of the filing with Agency of a bonded stop notice or the recording of a mechanic's lien pursuant to Title 15, Part 4, Division 3 of the Civil Code of the State of California relating to works of improvement upon real property, Agency may summarily refuse to honor any orders for payment pursuant to this Agreement until same is released (by bond or otherwise), and in the event Society fails to furnish Agency with a bond causing such notice or lien to be released, within thirty (30) days of Society's or Agency's receipt of same, such failure shall, at the option of Agency, constitute an Event of Default.

5 . REHABILITATION

5.1 Scope of Work

Society shall rehabilitate the Building in accordance with the Scope of Work attached hereto as Attachment No. 6 and incorporated herein by this reference and the Building Plans approved by City, in a manner fully consistent with Brea's Historic Preservation Ordinance and the Secretary of Interior's Standards.

5.2 Condition of Property

As part of the Rehabilitation, Society shall conduct such tests on the existing structure as Society may deem necessary or appropriate. Society shall promptly deliver to Agency the results of all environmental studies, if any, conducted on the Property. It shall be the responsibility of Society, at its sole cost and expense, to remove, remediate and abate any Hazardous Materials required by applicable governmental requirements to be removed, remediated or abated as part of the Rehabilitation. "Hazardous Materials" shall include, but not be limited to, substances defined as "extremely hazardous substances," "hazardous substances,"

"hazardous materials," "hazardous waste" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 11001-11050; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq.; and those substances defined as "hazardous waste" in Section 25117 of the California Health and Safety Code, as "infectious waste" in Section 25117.5 of the California Health and Safety Code, or as "hazardous substances" in Section 25316 of the California Health and Safety Code or "hazardous materials" as defined in Section 353 of the California Vehicle Code; and in the regulations adopted and publications promulgated pursuant to those laws.

5.3 City Approval of Plans

5.3.1 Society shall submit to City Basic Concept Plans for the Rehabilitation (the "Basic Concept Plans") in accordance with the Schedule of Performance.

5.3.2 City shall have the right to review the Basic Concept Plans and all further plans, drawings and related documents (if any) for the Rehabilitation, including any changes proposed to such documents or drawings. The scope of City's review and approval (or disapproval) shall include consideration of such items as interior floor plan, general architectural appearance, site planning considerations, building materials, colors, and landscape design.

5.3.3 Society shall submit to City's Development Services Department for review and City Manager shall approve or disapprove the plans, drawings and related documents referred to in this Agreement within the times required to permit the rehabilitation of the Property within the time established in the Schedule of Performance. Any disapproval shall state in writing the reasons for disapproval and the changes to be made. Society, upon receipt of a disapproval based upon powers reserved by City hereunder, shall revise such plans, drawings and related documents and shall resubmit them to City for approval as soon as possible after receipt of the notice of disapproval. Any plans, drawings and related documents submitted and approved by City shall not be subject to subsequent approval or disapproval. Upon request by Society, City staff shall use its best efforts to provide to Society information regarding the staff's intention to recommend approval or disapproval of any plans, drawings or related documents previously submitted for approval pursuant to this Agreement.

5.3.4 If Society desires to make any material change in the plans, drawings or related documents after their approval by City, Society shall submit the proposed change to City Manager for approval.

5.4 Permits

Before the commencement of the Rehabilitation, Society shall obtain or cause to be obtained any and all permits which may be required by City or any other governmental agency having jurisdiction over such construction, development, or work. City agrees to cooperate with Society as appropriate to assist Society to obtain such permits.

5.5 Rights of Access

Representatives of Agency and City shall have the reasonable right of access to the Property during normal construction hours during the period of the Rehabilitation for the purposes of this Agreement, including but not limited to the inspection of the work being performed.

5.6 Local, State and Federal Laws

Society shall carry out and shall cause its contractors and subcontractors to carry out the Rehabilitation in conformity with all applicable laws, including all applicable federal and state labor standards.

5.7 Disclaimer by City

Except as expressly provided in this Agreement, City neither undertakes nor assumes nor will have any responsibility or duty to Society or to any third party to review, inspect, supervise, pass judgment upon or inform Society or any third party of any matter in connection with the Rehabilitation of the Property, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the Property, any person furnishing the same, or otherwise. Society and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Society or to any third party by City in connection with such matter is for the public purpose of renovating the Building and causing the establishment of a historical museum, and neither Society (except for the purposes set forth in this Agreement) nor any third party is entitled to rely thereon.

5.8 Compliance with Environmental Laws

Society shall comply with all environmental laws and environmental permits applicable to the operations of Society and the use of the Property, shall immediately pay or cause to be paid all costs and expenses incurred by reason of such compliance, shall keep the Property free and clear of any environmental claims or liens imposed pursuant to any environmental law, and shall obtain and renew all environmental permits required for use of the Property.

5.9 Local Business

Insofar as practical, Society shall take all reasonable steps to make employment opportunities in the Project available to residents and those engaged in business in City, and shall accord them such preference for such opportunities as may be allowed by law.

5.10 Certificate of Completion

5.10.1 Upon completion of the Rehabilitation consistent with the approved Building Plans and this Agreement, City shall, upon the request of Society or at its own election, furnish Society with a certificate of completion (the "Certificate of Completion"). The Certificate of Completion shall be issued within thirty (30) days after receipt of a written request

therefor by Society. City shall not unreasonably withhold or delay the issuance of the Certificate of Completion.

5.10.2 If City refuses or fails to furnish a Certificate of Completion for the Property after written request from Society, City shall, within thirty (30) days after receipt of such written request, provide Society with a written statement of the reasons City refused or failed to furnish a Certificate of Completion. The statement shall also contain City's opinion of the action Society must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the completion of off-site improvements or the immediate availability of specific items or materials for landscaping and/or minor "punch list" items which shall not exceed in the aggregate ten percent (10%) of the total cost of the Improvements, City will issue its Certificate of Completion upon the posting of security in the form of a bond, or a letter of credit from a financial institution approved by City, or a cash deposit by Society or its contractor with City in an amount representing the cost of the work not yet completed, but only if a Certificate of Occupancy for the Property has been provided by City. The Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the development required by this Agreement upon the Property.

5.10.3 The Certificate of Completion shall be in such form as to permit it to be recorded in the Recorder's Office of Orange County. Such Certificate of Completion is not "notice of completion" as referred to in Section 3093 of the California Civil Code.

5.11 Encumbrances and Liens

Society shall not place or allow to be placed on the Property, or on any portion thereof, any mortgage, trust deed, encumbrance or lien, and Society shall remove, or shall have removed, any levy or attachments made on the Property (or any portion thereof), or shall assure the satisfaction thereof within a reasonable time. Society shall pay, or cause to be paid, prior to delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company; provided, however, that Society shall not be required to pay and discharge any such tax, assessment, charge or levy so long as the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings

5.12 Right of Agency to Satisfy Other Liens on the Property

After Society has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on the Property, or any portion thereof, Agency shall have the right to satisfy the liens or encumbrances; provided, however, that nothing in this Agreement shall require Society to pay or make provision for the payment of any tax, assessment, lien or charge so long as Society in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Property (or any portion thereof) to forfeiture or sale.

6 INDEMNIFICATION AND INSURANCE

6.1 Insurance

6.1.1 Society shall take out and maintain, at no cost or expense to City or Agency, commercial general liability insurance, insuring Society against claims and liability for

personal injury, death, or property damage arising from the use, occupancy, condition, or operation of the Property, which insurance shall provide combined single limit protection of at least one million dollars (\$1,000,000.00) per occurrence, including endorsement for contractual liability.

6.1.2 Society shall obtain (or cause to be obtained) and shall keep in force until Rehabilitation is complete and the Lease is signed, a policy of fire and extended coverage insurance, covering loss or damage to the Property including all improvements thereon, in the amount of the full replacement value thereof, as the same may exist from time to time, but in no event less than the replacement value of all improvements at the Property, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and shall, during construction, include a course of construction endorsement and an inflation factor endorsement. City shall be named as a loss payee on such policy. Society shall, in addition, obtain and keep in force during construction of the Rehabilitation until completion a policy of builders' risk insurance. If any such insurance coverage has a deductible clause, Society shall be liable for such deductible amount.

6.1.3 Society shall also maintain, and shall ensure that all subcontractors maintain, Workers' Compensation insurance in accordance with California law, and an employer's liability insurance endorsement with customary limits, including Employer's Liability Limits of \$1,000,000. Any policy shall be endorsed with a waiver of subrogation clause for City and its board members, officers, employees, and agents.

6.1.4 City may, at its option, declare Society's failure or refusal to maintain insurance as required hereunder, or failure to provide the proof of insurance, an Event of Default. In addition, City may, at its option, after notice to Society, obtain such insurance and Society shall reimburse City for the cost thereof plus a five percent (5%) handling charge, within five (5) days following demand therefor.

6.1.5 Insurance required hereunder shall be issued by companies reasonably satisfactory to City. Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California, or carriers with a rating of, or equivalent to, A:VIII by A.M. Best & Co. Society shall deliver to City copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable clauses as required by this Section 6.1. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days' prior written notice to City. Society shall, at least thirty (30) days prior to the expiration of such policies, furnish City with renewals or "binders" thereof. Society shall not do or permit to be done anything that shall invalidate the insurance policies referred to in this Section 6.1. All policies of insurance shall name City and Agency and, to the extent available from Society's insurer at no additional cost to Society, their council members, officers, employees, servants, agents, board members, attorneys, contractors and consultants generally (collectively, "Representatives"), as additional insureds. All insurance required to be provided hereunder is in addition to, and not in lieu of, the indemnity provisions set forth below. Coverage shall be primary and not contributing with any policy or coverage maintained by or obtained by City, and an appropriate endorsement shall so state. The policy shall contain a waiver of subrogation.

6.1.6 The procuring of such required policies of insurance shall not be construed to limit Society's liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding the insurance policies, Society shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect suffered or incurred by City connected with this Agreement or with the use, development, or occupancy of the Property.

6.1.7 City and Agency and their councilmembers, board members, officers, employees, servants, agents, attorneys, contractors, consultants and representatives shall be named as additional insureds on any policies of insurance. In the event of loss covered by fire and extended coverage insurance, the insurance proceeds shall be paid to City and, at the option of City, released for the repair or rebuilding of the Property. Any balance remaining of the insurance proceeds shall be paid to the additional insureds and, at the option of the additional insureds, may be applied to the indebtedness owed to them or be released for repair or rebuilding of the Property. Surplus insurance proceeds thereafter may be disbursed to Society.

6.2 Indemnity

Society agrees to and shall indemnify, defend, protect, and hold harmless Agency and City (and their Representatives) from and against any and all claims, losses, proceedings, damages, causes of action, liabilities, costs and expenses (including reasonable attorneys' fees), arising from or in connection with, or caused by (i) any act, omission or negligence of Society, or any lessee of Society, or their respective contractors, licensees, invitees, agents, sublessees, servants or employees, wherever on or adjacent to the Property the same may occur; (ii) any use of the Property, or any accident, injury, death or damage to any person or property occurring in, on or about the Property, or any part thereof, or from the conduct of Society's business or from any activity, work or thing done, permitted or suffered by Society or its sublessees, contractors, employees, or invitees, in or about the Property (other than to the extent arising as a result of Agency's or City's sole active negligence or to the extent of any willful misconduct of Agency or City); and (iii) any default in the performance of any obligations on Society's part to be performed under the terms of this Agreement, or arising from any negligence of Society, or any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Agency or City (or Agency's or City's Representatives) by reason of any such claim, Society upon notice from Agency shall defend the same at its expense by counsel reasonably satisfactory to Agency. These provisions are in addition to, and not in lieu of, the insurance required under Section 6.1.

7 RELOCATION

7.1 Satisfaction of Relocation Obligation

Society hereby agrees and acknowledges that execution of this Agreement satisfies all obligations of City and Agency to Society for storage, cost of office space, or relocation costs, to the extent City and/or Agency have any such obligations to Society relating to events occurring on or before the date of this Agreement. This provision shall survive the termination of this Agreement, and shall be effective regardless of whether or not Society commences or completes the Rehabilitation, or enters into the Lease. Subject to the provisions

of Sections 3.3 and 3.4.3 of this Agreement, City shall continue to pay Society's rent and storage fees during the Rehabilitation, and shall pay Society's moving expenses.

8 DEFAULTS

8.1 Events of Default

The occurrence of any of the following shall constitute an event of default ("Event of Default"):

8.1.1 The filing with City of a bonded stop notice or the recording of a mechanic's lien pursuant to Title 15, Part 4, Division 3 of the Civil Code of the State of California relating to works of improvement upon real property, and Society's failure to cause such notice or lien to be released (by bond or otherwise) within forty-five (45) days of Society's or City's receipt of a copy of same; or

8.1.2 Society's failure to perform any other obligation (other than obligations described in subsection 8.1.1, above) by the time set forth therefor in the Schedule of Performance, if applicable, and within the prescribed cure period for such obligation; or

8.1.3 Any other material mismanagement of the Rehabilitation by Society not otherwise specified herein; or

8.1.4 Any representation or warranty of Society proves to have been incorrect in any material respect when made; or

8.1.5 Work on the Rehabilitation ceases for thirty (30) consecutive days; or

8.1.6 Society is dissolved, liquidated or terminated; or

8.1.7 Society is the subject of an order for relief by a bankruptcy court, or is unable or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or Society applies or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, or similar officer for it or any part of its property; or any receiver, trustee, custodian, conservator, liquidator, or similar officer is appointed without the application or consent of Society and the appointment continues undischarged or unstayed for 60 days; or Society institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to it or any part of its property; or any similar proceeding is instituted without the consent of Society and continues undismissed or unstayed for 60 days; or

8.1.8 Any assignment, sale or other transfer of Society's Interest in the Property, or any portion thereof, without City's prior written consent or where not specifically permitted pursuant to this Agreement; or

8.1.9 The Lease is terminated for any reason.

8.2 Notice and Opportunity to Cure

A party not in default ("Non-Defaulting Party") in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other party ("Defaulting Party") to perform any material duty or obligation of the Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in "default" under this Agreement, if the breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such default within forty-five (45) days after the date of such notice or ten (10) days for monetary defaults (or such lesser time as may be specifically provided in this Agreement). However, if the default cannot be cured within such forty-five (45) day period, the Defaulting Party shall not be deemed in breach of this Agreement so long as the Defaulting Party does each of the following:

- (a) Notifies the Non-Defaulting Party in writing within such forty-five (45) day period with a reasonable explanation as to the reasons the asserted default is not curable within the forty-five (45) day period, and includes in the notice a description of the Defaulting Party's proposed cause of action to cure the default;
- (b) Promptly commences to cure the default within the forty-five (45) day period;
- (c) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and
- (d) Diligently prosecutes such cure to completion,

Notwithstanding the foregoing, the Defaulting Party shall be deemed in default under this Agreement if the breach or failure involves the payment of money but the Defaulting Party has failed to completely cure the monetary default within ten (10) days (or such lesser time as may be specifically provided in this Agreement) after the date of such notice. The provisions of this Section 8.2 shall not apply to a default pursuant to Sections 8.1.1, 8.1.5, or 8.1.9.

8.3 Remedies Upon Default

Upon the occurrence of any Event of Default, City and Agency shall be released from any and all further obligations to Society under the terms of this Agreement, including but not limited to any obligation to advance any additional Agency Assistance, and this Agreement shall terminate. City and Agency shall also be entitled to all other remedies available at law or equity, including the right to undertake an action for specific performance. If Society defaults under this Agreement, City retains any improvements completed to Property at no cost or debt to City.

8.4 Limits on Rights and Remedies

City's and Agency's rights and remedies are cumulative, and the exercise by City or Agency of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by Society. Society's sole remedy for City's or Agency's breach of this Agreement shall be to collect the undisbursed balance of Agency Assistance if otherwise due for disbursement.

8.5 Inaction Not a Waiver of Default

Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

9 GENERAL PROVISIONS

9.1 Notices, Demands and Communications between the Parties

Formal notices, demands and communications between City, Agency and Society shall be sufficiently given if delivered personally, or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of City, Agency and Society, as designated in Sections 1.4.2, 1.5.2, and 1.6.2 hereof. Such notices, demands and communications if given in person shall be deemed given when delivered, and if given by mail shall be deemed given three (3) business days after deposit in the mail. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 9.1.

9.2 Conflicts of Interest

9.2.1 No member, official or employee of City or Agency shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. General membership in the Society shall not constitute a conflict of interest.

9.2.2 Society warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

9.3 Nonliability of City Officials and Employees

No member, official, employee, attorney or consultant of City or Agency shall be personally liable to Society, or any successor in interest, in the event of any default or breach by City or Agency or for any amount that may become due to Society or to its successor, or on any obligations under the terms of this Agreement.

9.4 Inspection of Books and Records

City and Agency have the right at all reasonable times to inspect the books and records of Society pertaining to the Property as pertinent to the purposes of this Agreement. Society also has the right at all reasonable times to inspect the books and records of City and Agency pertaining to the Property as pertinent to the purposes of this Agreement.

9.5 Real Estate Agents

City and Agency shall not be liable for any real estate Agents, brokerage fees or finder's fees that may arise from this transaction. City, Agency and Society each represent to the other that it has employed no broker, agent or finder in connection with this transaction.

9.6 Relationship of the Parties

The terms and provisions of this Agreement shall not cause the Parties hereto be construed in any manner whatsoever as partners, joint venturers or agents of each other in the performance of their respective duties and obligations under this Agreement, or subject either Party to this Agreement to any obligations, loss, charge or expense of the other Party unless the Party to be held responsible has independently contracted with the claimant so as to make it directly responsible for the performance and/or payment, as appropriate, of the pertinent obligation, loss, charge or expense.

9.7 No Obligation To Third Parties

This Agreement is intended to confer rights and benefits only upon the Parties hereto and their successors and assigns and is not intended to confer any rights or benefits upon any other person or entity. No person or entity other than the Parties and their successors and assigns shall have any legally enforceable rights hereunder. All rights of action for any breach of this Agreement are hereby reserved to the Parties and their successors and assigns.

9.8 Calendar Days; Computation of Time

"Day" or "days" as used herein shall refer to calendar day or days, unless otherwise specifically provided herein. Unless otherwise required by a specific provision of this Agreement, time hereunder is to be computed by excluding the first day and including the last day. If the date for performance falls on a Saturday, Sunday, or legal holiday, the date for performance shall be extended to the next business day.

9.9 Time of Essence

Time is of the essence of this Agreement.

9.10 Severability

To the best knowledge and belief of the Parties to this Agreement, this Agreement contains no provision that is contrary to any federal, state or local law or to any regulatory requirement or other ruling or regulation of a federal, state or local agency or that would be in breach of the obligations of either or both of the Parties hereto under the terms and provision of any legally binding agreement. However, if any provision of this Agreement, or any part thereof, shall at any time be held to be invalid, in whole or in part, under any applicable federal, state or local law by a court of competent jurisdiction, or by arbitrators or an administrative agency of the federal, state or local government with proper jurisdiction, then such provision or a portion thereof, as appropriate, shall be curtailed and limited only to the extent necessary to bring

it within the requirements of the law and the validity and enforceability of the remaining provisions of this Agreement shall remain in effect and shall in no way be affected, impaired or invalidated, unless the invalidated provision(s) shall uniquely, materially and adversely affect the rights and obligations of a Party to this Agreement.

9.11 Entire Agreement, waivers and amendments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-one (21) pages of text and six (6) Attachments, each of which is incorporated herein by reference, as follows:

Attachment No. 1	Legal Description of Property
Attachment No. 2	Site Map
Attachment No. 3	Form of Lease
Attachment No. 4	Schedule of Performance
Attachment No. 5	Project Budget
Attachment No. 6	Scope of Work

This Agreement may be executed in counterparts, each of which is deemed to be an original. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous Agreements between the parties with respect to all or any part of the Property. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City, Agency or Society, and all amendments hereto must be in writing and signed by the appropriate authorities of City, Agency and Society. City Manager shall have the authority to agree to minor amendments or modifications to this Agreement or any other instruments associated herewith on behalf of City and Executive Director on behalf of Agency to effectuate the purposes of this Agreement. This Agreement and any provisions hereof may be amended by mutual written Agreement by Society and City and Agency and such amendment shall not require the consent of any other party, including Society, tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having an interest in the Property, except as otherwise expressly provided in this Agreement. This Agreement, including all attachments and addenda hereto, constitutes the entire understanding and Agreement of the parties.

IN WITNESS WHEREOF, City, Agency and Society have executed this Agreement.

"Society":

BREA HISTORICAL SOCIETY, a California nonprofit corporation

By: Kathleen McConer

KATHLEEN M. CANON

Typed/printed name

President

Title

By: Don Schweitzer

DON SCHWEITZER

Typed/printed name

MUSEUM CHAIRMAN

Title

"Agency"

BREA REDEVELOPMENT AGENCY, a public body, corporate and politic

By: Marty Smith
Chairman

ATTEST:

Tim O'Donnell
Secretary

APPROVED AS TO FORM:

James L. Markman
General Counsel

By: James L. Markman
Agency Counsel

"City"

CITY OF BREA, a California municipal corporation

By: Marty Smith
Its: Mayor

ATTEST:

Elaine Capps
City Clerk

ATTACHMENT NO. 1

Legal Description

Parcels 3 and 4 of City Hall Park Property

Those portions of Block "A" of Tract No. 154 recorded in Book 12, Page 14 of Miscellaneous Maps, records of Orange County, and shown as Orange County Assessor's Parcel Map No. 284-242-01 on the 1983-84 Assessor's Maps, more particularly described as follows as parcels 3 and 4:

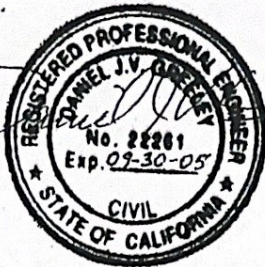
Parcel 3

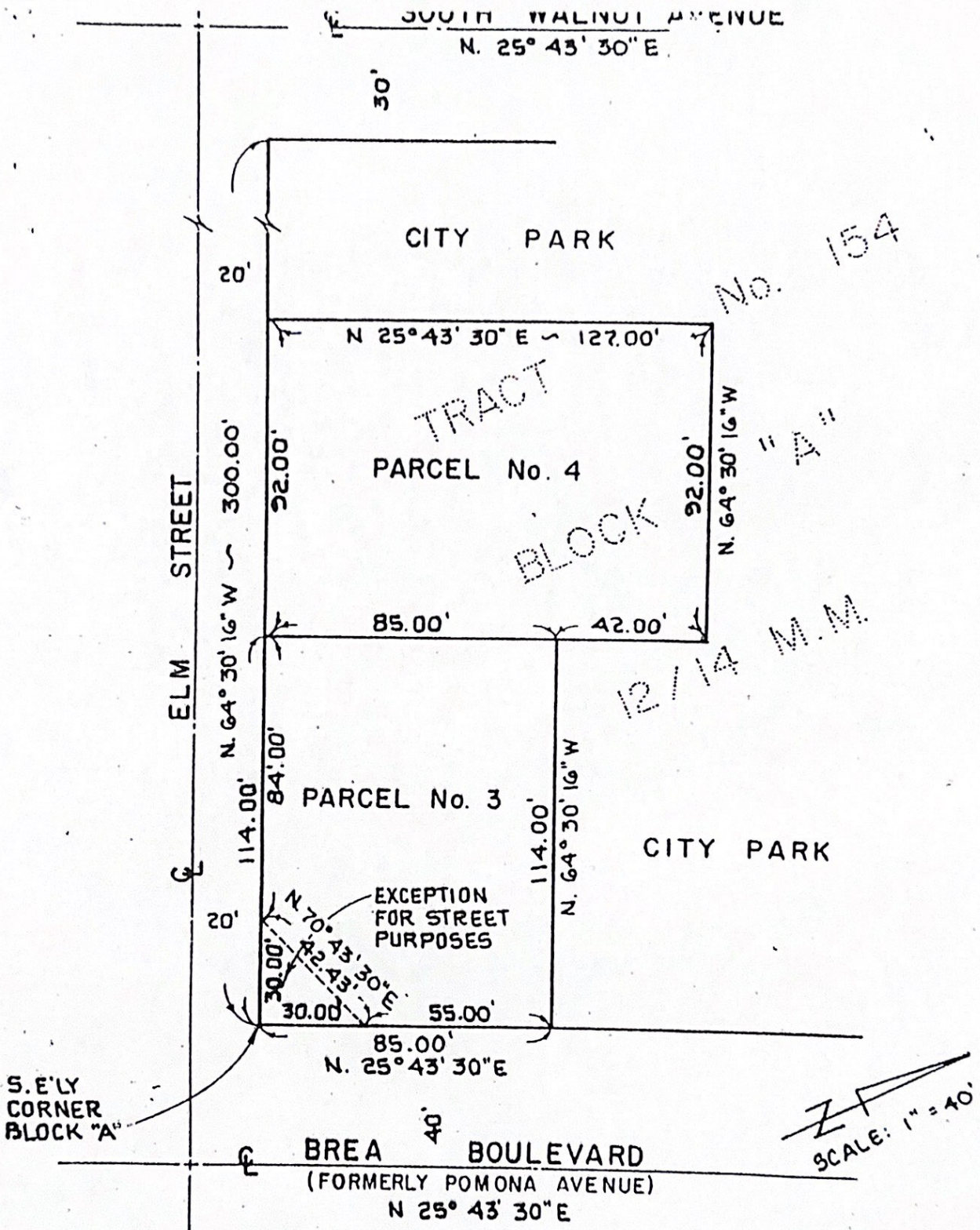
The Southerly 85.00 feet of the Easterly 114.00 feet of said Block "A," excepting therefrom a triangular shaped diagonal corner cutoff parcel measuring 30.00 foot by 30.00 foot along the Southerly and Easterly sidelines of said Block A for street purposes at the Southeasterly corner of said Parcel 3.

Parcel 4

The Southerly 127.00 feet of the Easterly 206.00 feet of said Block "A". Excepting the Easterly 114.00 feet.

The plat marked Exhibit "A" attached hereto are made a part of this description by reference thereto.

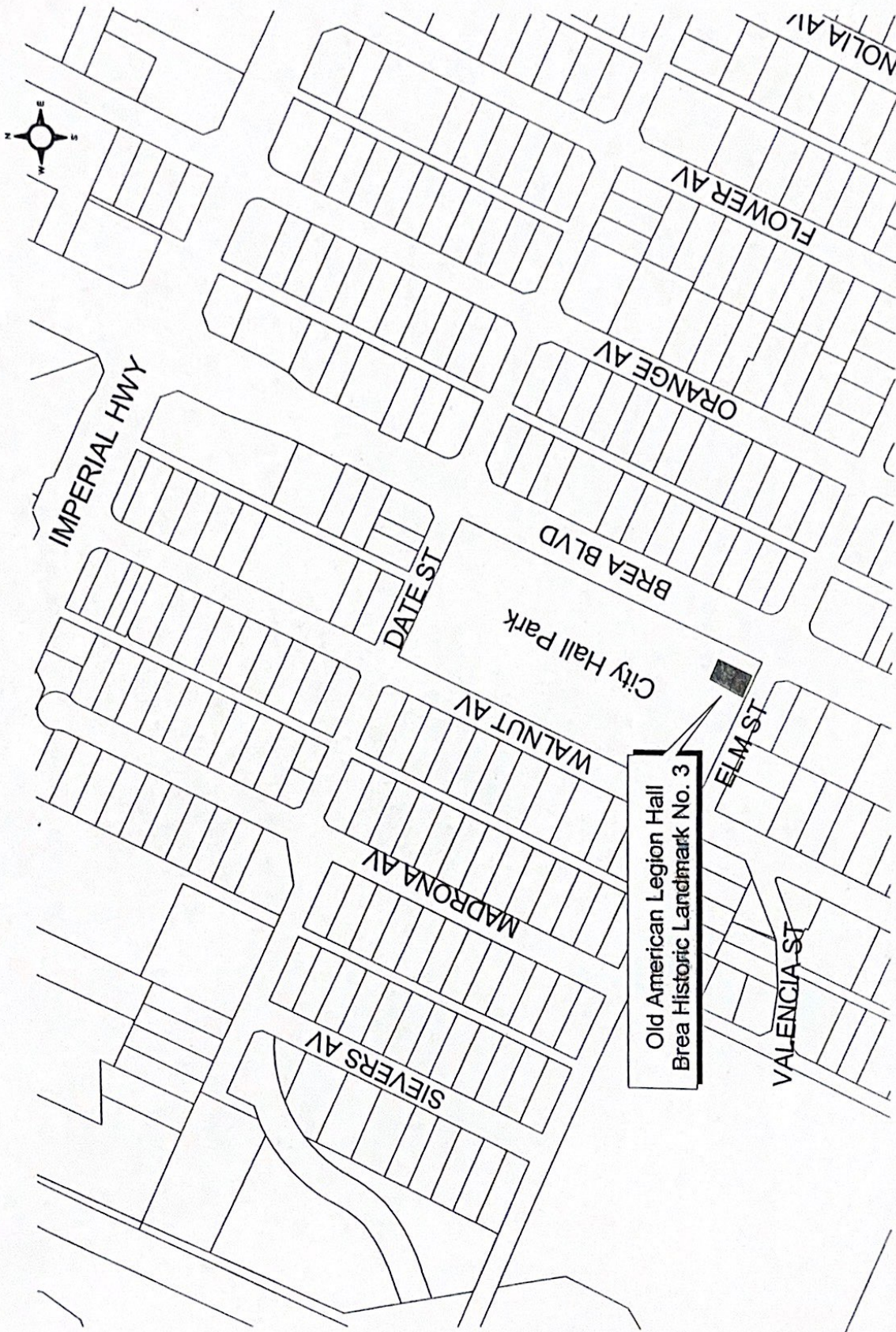




PORTION OF APN: 284-242-01
 EXHIBIT "A"

PLAT TO ACCOMPANY
 LEGAL DESCRIPTION

Site Map of City Hall Park and Old American Legion Hall



Created by: Development Services Department
Date created: February 13, 2002

ATTACHMENT NO. 3

LEASE AGREEMENT

By and Between

**THE CITY OF BREA, CALIFORNIA,
a Municipal Corporation**

“City”

and

**BREA HISTORICAL SOCIETY,
a California Non-Profit Corporation**

“Lessee”

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EXHIBIT "B"	SITE MAP
EXHIBIT "C"	OPERATION PLAN

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this day of _____, _____ (the "Effective Date"), by and between THE CITY OF BREA, CALIFORNIA, a California municipal corporation ("City" or "Lessor"), and BREA HISTORICAL SOCIETY, California Non-Profit Corporation ("Lessee").

RECITALS:

A. City is the fee owner of that certain improved real property (the "Premises") located at 495 S. Brea Boulevard in the City of Brea, County of Orange, State of California, which is legally described on Exhibit "A" attached hereto and by this reference incorporated herein, upon which is located a building commonly known as the "Old Police Building", or as the "American Legion Building" (the "Building").

B. City, Society, and the Brea Redevelopment Agency ("Agency") have previously entered into that certain Rehabilitation Agreement dated _____, 2002 (the "Rehabilitation Agreement"), whereby (i) City authorized Society to complete the rehabilitation of the Building in a manner consistent with City's Historic Preservation Ordinance (Chapter 20.60 of the Brea Municipal Code) and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (the "Rehabilitation"); (ii) Agency agreed to provide certain financial assistance to Society, to assist in defraying the costs of the Rehabilitation; and (iii) City and Society agreed to enter into a Lease Agreement providing for the lease of the Premises to Society, and the establishment therein of a historical museum and research center open to the public (the "Museum Center"), upon the completion of the Rehabilitation.

C. Society has completed the Rehabilitation, and has obtained Certificate of Completion as that term is defined in the Rehabilitation Agreement.

D. City is willing to lease the Premises to Society for the Museum Center, for a nominal rent of One Dollar (\$1) per year, subject to the provisions of this Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. PREMISES.

City agrees to lease to Lessee, and Lessee agrees to lease from City upon the terms and conditions set forth herein, the Premises for its use in accordance with Sections 4 and 5 hereof. The Premises consist of the Building and the adjacent parking lot. The Building consists of an entrance/lobby area, and upper and lower levels. The lower level includes a former jail; the parking lot includes a shed. Lessee shall have exclusive use of the upper level of the Building, as well as of the shed and former jail. Lessee shall have non-exclusive use of the lower level and of the parking lot, except for the jail area and shed, for which Lessee will have exclusive use.

2. TERM.

The term of this Lease shall be for a period commencing upon the Effective Date and terminating fifty (50) years thereafter (the "Term"), unless earlier terminated pursuant to Section 15 hereof or otherwise. Upon the expiration of the Term, Society shall have the right to negotiate a new lease if approved by City, which approval City may grant or deny in its sole and absolute discretion.

3. RENT.

The annual rent shall be One Dollar (\$1.00), payable in advance. All rent under this Lease shall be paid without deduction or offset in lawful money of the United States of America to the City at its address set forth in Section 17.6 or to such other person or entity or at such other place as may from time to time be designated by the City in writing.

4. USE OF PREMISES BY LESSEE AND CITY; PROHIBITED USES.

4.1 Use of Premises by Lessee. Lessee shall use the Building as a historical museum and related research center, all in accordance with applicable law. Lessee may operate a gift shop on the Premises. Lessee shall not use the Building, or permit the Building to be used, for any purpose other than a historical museum and related research center, without the prior written approval of City, which approval City may grant or deny in its sole and absolute discretion.

4.2 Use of Premises by City. City shall have the right to use the meeting rooms on the lower level, at no charge, for up to 200 hours per month. This right of City shall be superior to and have precedence over the rights of Lessee to use that space; Lessee shall not interfere in any way with this right of City. However, City shall not have the right to cancel Lessee's scheduled use of meeting space without a minimum of 60 days advance notice.

4.3 Option to Expand Display Area. Lessee may request that a portion of the meeting space on the lower level be converted to display space for the Museum, should the demand for such space be documented and warranted given attendance reports and other documentation. City shall consider such request and may grant approval for display area expansion in its sole and absolute discretion.

4.4 Operation of the Premises.

4.4.1 Lessee's Sole Obligation. Except as expressly set forth herein, Lessee is solely responsible for all costs, materials, and equipment needed for the operation of Premises, including but not limited to the Museum.

4.4.2 Minimum Operating Standards.

4.4.2.1 Lessee may request fees or donations for admittance to the Premises, so long as such fees or requested donations shall be consistent with fees charged by similar museums.

4.4.2.2 Lessee shall operate the Museum in accordance with the Operation Plan attached hereto as Exhibit "C" and incorporated herein by this reference, such that it is open a minimum of fifteen (15) hours per week, with at least one (1) day on a weekend, and at least one (1) day being a week day, each week.

4.4.2.3 At least seventy-five percent (75%) of the display area shall be in use with museum pieces, artifacts, and rotating exhibits at all times.

4.4.2.4 Lessee shall, on a regular basis (at least once each academic semester), provide programs on local history for students of the Brea School District that are consistent with the school curriculum, as determined by the School District's Director of Instructional Services and approved by the City Manager, or his or her designee.

4.4.3 Use of Meeting Rooms.

4.4.3.1 Lessee shall provide and maintain sufficient tables and chairs for use of the meeting rooms on the lower level. The cost of materials used in the meeting rooms, such as flip charts, markers for white boards, etc., shall be shared by Lessee and City proportionate to use.

4.4.3.2 City and Lessee shall each be responsible for set up, take down, and clean up of the rooms they use and/or schedule for use; each party will be responsible for opening up and locking up rooms as needed. After use by either party or their invitees, the rooms must be left clean and in good repair. At a minimum, the rooms must be left in as good a condition as that in which they were found.

4.4.3.3 Lessee shall maintain a computerized master schedule for use of the meeting rooms. City shall have direct and continuous access to the master schedule at all times. City and Lessee shall coordinate booking of the meeting rooms.

4.4.3.4 For the purpose of revenue generation, Society shall have the first right to solicit interested parties for rental of the meeting rooms. Within thirty (30) days of the Effective Date, and annually thereafter, Society shall provide to City a list of all individuals and groups with which it is currently working. City agrees that Society shall have first right to enter into agreements with these individuals and groups for rental of the meeting rooms.

4.4.3.5 The process for scheduling and using the meeting rooms will be evaluated six months after the Museum Center opens, and annually thereafter. Adjustments to the process may be made by mutual agreement of the parties.

4.4.4 Security. Lessee shall be solely responsible for security of the Premises. Further, Lessee shall be solely responsible for securing the upper level, to insure that people using the meeting rooms do not have access to the upper level outside of the museum's regularly scheduled hours of operation. When City uses the meeting rooms after the Museum is closed, City shall be responsible for locking the facility.

4.4.5 Reports. Lessee must maintain records of all financial transactions and activities conducted on the Premises, including but not limited to revenue from rentals, museum shop sales, donations, purchase, etc.. Such records shall be available for periodic review and audit by the City. Annually, commencing the first February 1 after the Effective Date, Lessee shall submit the following information to City:

4.4.5.1 a financial statement of operations for the previous calendar year;

4.4.5.2 a roster of Historical Society officers, including names, titles, addresses, and telephone numbers;

4.4.5.3 an annual operations plan and budget for the upcoming calendar year, reasonably satisfactory to the City Manager or his or her designee. The annual operations plan and budget shall define staffing levels and hours of operation, and include a description of the programs for local students to be offered during the year pursuant to Section 4.4.2.4, and provide a budget for all operations during the year.

4.4.5.4 A list of individuals and groups to which Society rented the meeting rooms during the previous calendar year.

4.5 Prohibited Uses. Lessee may not use any part of the surrounding City Park for any purpose whatsoever without prior written consent of City. The sale or consumption of beer, wine, or other intoxicating liquors (except in conjunction with special events for which the sale or consumption of alcoholic beverages has been expressly approved by City), nor gambling, including but not limited to sale of California State Lottery tickets, is not permitted on the Premises, and is grounds for termination of this Lease.

4.6 Non-Discrimination. Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, gender, age, national origin, marital status, sexual preference, political or religious affiliations, or disability in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall lessee itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, or occupancy of tenants, lessees, sublessees, tenants, or vendees in the land herein leased.

4.7 Compliance with Law. Lessee agrees that all of Lessee's operations and activities on the Premises under this Lease shall be conducted in compliance with all

applicable statutes, ordinances, orders, laws, rules and regulations, and the requirements of all federal, state and municipal governments and appropriate departments, boards and offices thereof, which may be applicable to the Premises or to the use or manner of use of the Premises. Lessee shall have the right, after notice to City, to contest by appropriate legal proceedings, without cost or expense to City, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to and to postpone compliance with the same, provided such contest shall be promptly and diligently prosecuted at no expense to City.

5. LESSOR'S RIGHTS OF INSPECTION.

Lessor and Lessor's agents, employees and representatives shall have the right to enter the Premises at reasonable times for purposes of inspection and making such alterations, repairs, improvements, or additions to the Premises, as Lessor may deem necessary or desirable.

City shall be provided with a complete set of keys to the Premises, including keys to all individual rooms within the Building.

6. CONDITION OF PREMISES.

6.1 "AS-IS/WHERE-IS". The Premises shall be leased by City to Lessee, and Lessee shall accept the Premises, in an "AS-IS/WHERE-IS" condition, with no warranty, express or implied, by City as to the condition of the soil, its geology, the presence of known or unknown faults, its suitability for the use intended by Lessee, any structural damage, any on or off site soils contamination, any materials, such as asbestos or lead based paint, or any similar matters.

6.2 "Remedial Actions". Notwithstanding any other provision of this Agreement, it shall be the sole responsibility and obligation of Lessee to investigate and correct any adverse soil, surface or subsurface conditions, structural or environmental conditions, on the Premises of which it becomes aware. Lessee's remedial actions shall, at all times, conform to all applicable law and policy of every public agency with jurisdiction over such matter.

6.3 Release and Indemnification. Lessee hereby waives and releases any claim which it may have in the future against City and the Agency and each of their past and present officers, officials, directors, employees, attorneys, agents, advisors, consultants or representatives (collectively, the "Indemnitees"), arising from or relating to any information or documents, confidential or otherwise, provided to it by City on behalf of City or prepared by any of the prior owners, operators, and tenants. Upon the Effective Date, Lessee assumes all risks relative to the presence of any Hazardous Substances on, under, above or emanating from the Site and hereby further releases the Indemnitees from any past, present or future Claims, responsibility or liability with respect thereto. In connection with the above releases and discharges, Lessee specifically waives any benefit of the provisions of Section 1542 of the California Civil Code. Lessee further agrees that the releases set forth in this Agreement shall not be subject to

termination, rescission, alteration or reformation as a result of Claims discovered subsequent to the execution of this Agreement or as a result of or in connection with any subsequently discovered facts.

Lessee further agrees, from and after the Effective Date, to forever indemnify the Indemnitees, to the fullest extent permitted by law, and to protect, defend and hold each of the Indemnitees free and harmless from and against all losses, liabilities, damages, and Claims resulting from or attributable to the Environmental Condition of the Premises, whether caused by Lessee, the Indemnitees, or their respective predecessors or successors in interest, or any other person or entity, or any failure by Indemnitees or any other person or entity to comply with any provision of any applicable law, rule, regulation, order, injunction or other directive of any governmental entity or any environmental law, including but not limited to:

- (i) Any claims or matters arising in connection with the ownership of the Site after the Effective Date; and
- (ii) Any claims arising from or relating to any breach by Lessee of any representation, warranty, term, condition or covenant of this Agreement.

Without limiting the generality of any of the foregoing, the indemnification contained herein also specifically covers all costs which may be incurred by the Indemnitees, including investigation and remedial work or remediation expenses required by any environmental law, or otherwise necessary to respond to any claims, as well as all attorneys' fees and consultants' and expert witnesses' fees incurred by the Indemnitees in responding to any such claims.

Lessee will also defend the Indemnitees from any such claims described herein, provided, however, the Indemnitees shall have the right to select attorneys of their own choice to represent them at Lessee's expense, but with Lessee's consent, which shall not be unreasonably withheld.

The Indemnitees shall have no equitable or common law contribution or indemnity obligations to Lessee.

7. REAL PROPERTY TAXES.

7.1 Taxes. Lessee shall be responsible for, and agrees to pay, not later than ten (10) days prior to delinquency, any and all general and special taxes, assessments, levies, fees and other governmental charges of every kind or nature (hereinafter collectively called "taxes") levied or assessed against the Premises (including any possessory interest) or any improvement thereto or thereon and applicable to the period from the Effective Date through the term of this Lease, by any county, state, federal or other taxing or assessing authority upon, against or with respect to (i) the Premises, (ii) all furniture, fixtures, equipment and any other personal property of any kind placed, installed or located within, upon or about the Premises, and (iii) all alterations, additions or improvements of whatsoever kind or nature, if any, made to the Premises, irrespective

of whether any of the items described in clauses (i) through (iii) above are assessed as real or personal property, and irrespective of whether any of such items are assessed to or against City or Lessee. Lessee shall, not later than the first day of the ten (10) day period described above, or upon written request of City if payment is made earlier, furnish to City a copy of the receipted tax bill or other proof of the payment. Lessee shall cause all taxes imposed upon any personal property situated in, on or about the Premises to be levied or assessed separately from the Premises and not as a lien thereon.

City agrees to cooperate with Lessee in obtaining an exemption from real property taxation as a charitable non-profit operation provided it is at no direct cost or expense to City.

7.2 Notice Under Section 107.6. Notice is hereby given to Lessee pursuant to California Revenue and Taxation Code Section 107.6 that the interest of Lessee created in the Property pursuant to this Lease may be subject to property taxation and accordingly Lessee may be subject to the payment of property taxes levied on the possessory interest and Lessee shall pay same in accordance with Section 7.1 above.

8. ALTERATIONS; MAINTENANCE AND REPAIRS.

8.1 Maintenance and Repairs.

8.1.1 Lessee agrees, at the expense of Lessee, to maintain the Premises in good condition and repair throughout the term hereof including, but not limited to foundations, roof, exterior walls (including entrances and all window and door moldings), ordinary maintenance such as painting the interior, cleaning and vacuuming the interior floors, washing windows and any window coverings, cleaning the bathroom and kitchen facilities (sinks, toilets, etc), maintaining light fixtures, removing trash, broken plate and window glass, and ordinary and routine maintenance of plumbing, heating, air conditioning or electrical such as recharging, changing filters, and unclogging plumbing caused by use of the facilities, and otherwise as set forth in the Operation Plan.

8.1.2 Tenant shall maintain the Premises and all improvements located thereon in accordance with the Operation Plan and all applicable laws, rules, ordinances, orders and regulations of (1) federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; (2) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction over the Premises; and (3) all insurance companies insuring all or any part of the Premises under policies required by this Lease. Tenant's maintenance obligations specifically include without limitation responsibility for making any improvements or alterations required to be made to the Premises pursuant to new or amended laws, such as (but not limited to) those relating to earthquake safety or handicapped access. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

8.1.3 If Tenant fails to perform Tenant's obligations under this Section, Lessor may, but is not obligated to, enter upon the Premises after ten (10) days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition and repair, and Tenant shall reimburse Lessor for the cost of such repair(s) within thirty (30) days of receipt of written notice and invoice(s) therefor from Lessor. Tenant waives the provisions of California Civil Code sections 1941 and 1942 with respect to Lessor's obligations for tenantability of the Premises and Tenant's right to make repairs and deduct the expenses of such repairs from rent.

8.1.4 Lessor shall not have any responsibility to maintain the Premises, except that plate and window glass broken by third parties not using the Premises under the permission of the Lessee shall be the responsibility of the City.

8.2 Alterations. Lessee shall not make any material alterations, additions or improvements to or upon the exterior or structural portions of the Premises without first obtaining the written consent of City. City shall not arbitrarily withhold or delay consent to any such requested alteration, which when completed are of a character as not to adversely affect the value of the Premises nor the historic value thereof. Lessee may make changes to the interior or non-structural portions of the Premises with the consent of the City, which shall not be unreasonably withheld or delayed. Any and all alterations, additions or improvements made by Lessee to the Premises, shall be diligently constructed, at no cost or expense to City, in a good and workmanlike manner according to and in conformity with any laws, rules and regulations of all governmental bodies and agencies.

8.3 Mechanic's Liens. Lessee shall not permit any liens to be enforced against the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to or for Lessee for the Premises, or any part thereof, through or under Lessee, and Lessee agrees to defend and indemnify City against such liens. If any such lien shall at any time be filed against the Premises, Lessee shall, within twenty (20) days after notice to Lessee of the filing thereof, pay and cause the same to be discharged of record; provided, however, that Lessee shall have the right to contest the amount or validity, in whole or in part, of any such lien by appropriate proceedings, but in such event, Lessee shall first notify City and, if requested by City, shall, within thirty (30) days of City's request, either bond such lien or cause such lien to be bonded in the manner authorized by law so as to release the land subject thereto from such lien, or deposit in a joint account with City, security with a value equal to one hundred fifty percent (150%) of the amount of the lien claimed. City shall at all times have the right to post and to keep posted on the Premises such notices as are provided for under or by virtue of the laws of the State of California for the protection of the Premises from mechanic's liens or liens of a similar nature. At least twenty (20) days prior to Lessee's placing any materials upon the Premises or causing any labor or work or construction of any alterations, additions or improvements to be performed, Lessee shall deliver to City notification thereof specifying the nature and location of the intended work and the expected date of commencement thereof.

8.4 Fixtures. All trade fixtures (which shall be approved by City as type and location, which approval shall not be unreasonably withheld), equipment and signs installed by Lessee shall be and remain the property of Lessee and, shall be removable by Lessee at any time during the term of this Lease provided Lessee is not in default hereunder. The removal of such trade fixtures, equipment and signs shall be at Lessee's expense, and Lessee shall repair any material damage or injury to the Premises occasioned by the installation or removal thereof.

9. INSURANCE AND INDEMNITY.

9.1 Liability of City. City shall not be liable for any claims, demands, liabilities and/or obligations resulting from or arising out of any loss, damage or injury to the property or person or any person whomsoever, at any time occasioned by or arising out of any act or omission of Lessee, or of anyone holding under Lessee.

9.2 Indemnification. Lessee agrees to protect, defend, indemnify and save harmless City against and from any and all claims by or on behalf of any person, firm, corporation or governmental authority arising from the occupation, use, possession, conduct or management of or from any work or thing whatsoever done in or on the Premises by, for, or under Lessee, and will further protect, defend, indemnify and save City harmless against and from any and all claims arising during the term of this Lease from any condition on, within or about the Premises, which arises from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed, pursuant to the terms of this Lease, or arising from any act of negligence or fault of Lessee or any of their agents, subtenants, contractors, servants, employees or licensees, or arising from any accident, injury or damages to any person, firm or corporation, (other than through the fault or neglect of the indemnitee or its agents) occurring during the term of this Lease in or about the Premises resulting from the acts or failure to act by the Lessee in accordance with the terms of this Lease, and from and against all costs, expenses and liabilities incurred in connection with any such claim, action or proceeding brought thereon, including, without limitation, reasonable attorneys' fees.

9.3 Insurance.

9.3.1 Lessee agrees to procure and maintain a policy or policies of comprehensive public liability and property damage insurance in an insurance company or companies having an A M Best Key Rating of B+, VII or better and an admitted insurer in the State of California for the benefit of Lessee and City and under and by the terms of which City is protected from and insured against any and all loss, damage or liability of whatsoever nature arising out of or in connection with the use of or operations on the Premises provided for herein during the term hereof. The limits of liability on any policy of public liability insurance shall not be less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence or injury and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) property damage. Any such policy shall provide that any loss payable to City shall be payable notwithstanding any act or negligence of Lessee which may otherwise result in a forfeiture of the insurance.

9.3.2 Lessee agrees to furnish to City certificates evidencing the insurance required by this Section 9.3. All such policies or certificates shall contain an agreement by the insurers that such policies shall (1) not be cancelled or materially changed without the insurer giving at least thirty (30) days' prior written notice to the named insureds, (2) shall provide with that any loss shall be payable to City notwithstanding any act or negligence of Lessee which might otherwise result in forfeiture of the insurance, and (3) shall be primary and non-contributing with any insurance that may be carried by City except as may otherwise be provided herein. Lessee agrees that on or before thirty (30) days prior to expiration of any insurance policy, Lessee will deliver to City written notification in the form of a binder or other that the policy or policies have been renewed or deliver certificates of coverage from another acceptable insurance company for such coverage.

9.3.3 Each party agrees to pay or cause to be paid any and all premiums or other expenses in connection with the furnishing of the insurance to be provided by the applicable party as herein provided.

9.3.4 Notwithstanding anything to the contrary contained within this Section 9.3, Lessee's obligations to carry the insurance provided for herein may be brought within the coverage of a blanket policy or policies of insurance carried and maintained by Lessee; provided, however, that City shall be named by endorsement as an additional insured thereunder as its interests may appear and the coverage afforded City as set forth in this Agreement will not be reduced or diminished by reason of the use of such blanket policy of insurance.

9.3.5 Lessee agrees not to keep, use, sell or offer for sale on the Premises, any article, nor conduct any activity thereon, which may be prohibited by the standard form of fire insurance policy.

9.3.6 Lessee agrees that if Lessee shall fail to timely procure any policy required to be maintained by Lessee hereunder, or renewal thereof, or to evidence the procurement thereof by delivery of the certificates or renewal notifications required by this Article, City may (but it is not required to), after having given not less than five (5) days' prior written notice to Lessee, procure such insurance and charge the cost thereof to Lessee which shall be payable upon five (5) days' written demand to Lessee. Lessee shall not do or permit to be done anything that shall invalidate the insurance policies to be maintained by Lessee hereunder.

10. UTILITIES.

Lessee shall pay or cause to be paid all charges for gas, internal electricity, water, sewer, telephone and other utilities furnished to the Premises during the term of this Lease, including connection charges. City shall pay or cause to be paid all charges for trash removal furnished to the Premises during the term of this Lease.

11. SIGNS.

Lessee shall have the right to install an exterior identification sign upon the Premises with the prior written consent of City as to size, height, appearance and location, which consent shall not unreasonably be withheld or delayed. However, it is understood that all such signs may also be required to be consistent with the historical designation of the Premises. All signs on the Premises may refer to the Premises as "THE BREA MUSEUM AND HERITAGE CENTER" or other suitable identification approved by City, and may be backlit.

12. DAMAGE OR DESTRUCTION; CONDEMNATION.

12.1 Damage or Destruction. In case of damage to or destruction of the Premises by fire or any other casualty whatsoever, City shall rebuild or restore such casualty damage, but only to the extent proceeds from the insurance maintained by Lessee pursuant to Section 9.3 are available, or to the extent funds are recovered from anyone liable for such damage or destruction. In such event City shall perform such rebuilding or restoration in a diligent manner and utilizing good workmanship.

12.2 Condemnation.

12.2.1 By Non-Brea Entity. If an entity other than the City of Brea, the Brea Redevelopment Agency or any Brea governmental agency or entity ("Brea Entity") seeks to condemn the interests created pursuant to this Lease, the following provisions shall apply.

If any part or all of the Premises are taken through eminent domain, this Lease shall terminate, for the part taken, as of the date of the taking. In the event of a partial taking, Lessee shall have the right to terminate this Lease as to the balance of the property, without compensation due to the Lessee from City or from City to Lessee, upon thirty (30) days written notice, provided the portion of the Premises taken substantially handicaps, impedes or impairs Lessee's reasonable use of the balance of the Premises.

In the event of any taking, City shall be entitled to all compensation, damages, income, rent or awards or other interest or value that may be paid in connection with or related to the taking, except for the portion of such awarded to Lessee for relocation expenses and compensation and any fixtures or equipment which is demonstrated to be that of the Lessee. As regards apportionment of any award, Lessee shall have no claim against City for the value of any unexpired term of this Lease.

12.2.2 By Brea Entity. In the event that any Brea Entity seeks to condemn any interest created pursuant to this Lease, this Lease shall terminate in whole or in part, all as subject to Section 12.2.1 above provided, however, that Lessee shall not be limited as to the measure of damages it may prove as regards the value of its interest in this leasehold.

13. SALE OF PREMISES BY LESSOR.

This Lease shall not be construed to restrict in any way the ability of Lessor to sell, encumber or otherwise transfer title to the Premises. In the event of any sale of the Premises by Lessor, Lessor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and unaccrued obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale, provided that the purchaser at such sale or any subsequent sale of the Premises shall in writing covenant to and with Lessee to carry out any and all of the covenants and obligations of Lessor under this Lease.

14. ASSIGNMENT AND SUBLETTING.

Lessee shall not assign, delegate, transfer, sublet or hypothecate the Premises or any portion thereof or this Lease or any interest therein, directly or indirectly, by operation of law or otherwise, without the prior written consent of the Lessor, which consent may be withheld in the sole and absolute discretion of Lessor. Lessor's consent to one assignment, occupancy or use by another person shall not be construed as consent to any subsequent assignment, occupancy or use by any other person. Any such assignment or subletting shall be subject to the same terms and conditions as this Lease. Any assignment without the prior written consent of Lessor shall be null and void ab initio, shall constitute a default hereunder, and shall, at the option of Lessor, terminate this Lease.

15. DEFAULT, TERMINATION AND REMEDIES.

15.1 Rights of Non-Defaulting Party after Default. The parties acknowledge that both parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default (as defined in Section 15.2 below) or to enforce any covenant or agreement herein. Before this Lease may be terminated or action may be taken to obtain judicial relief the Party seeking relief ("Nondefaulting Party") shall comply with the notice and cure provisions of this Article 15 unless the parties mutually agree to such termination in writing.

15.2 Notice and Opportunity to Cure. A Nondefaulting Party in its discretion may elect to declare a default under this Lease in accordance with the procedures hereinafter set forth for any failure or breach of the other party ("Defaulting Party") to perform any material duty or obligation of the Defaulting Party under the terms of this Lease, including but not limited to any failure by Lessee to comply with the provisions of the Operation Plan. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in "default" under this Lease, if the breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such default within forty-five (45) days after the date of such notice or ten (10) days for monetary defaults (or such lesser time as may be specifically provided in this Lease). However, if the default cannot

be cured within such forty-five (45) day period, the Defaulting Party shall not be deemed in breach of this Lease so long as the Defaulting Party does each of the following:

- (a) Notifies the Non-Defaulting Party in writing within such forty-five (45) day period with a reasonable explanation as to the reasons the asserted default is not curable within the forty-five (45) day period, and includes in the notice a description of the Defaulting Party's proposed cause of action to cure the default;
- (b) Promptly commences to cure the default within the forty-five (45) day period;
- (c) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and
- (d) Diligently prosecutes such cure to completion,

Notwithstanding the foregoing, the Defaulting Party shall be deemed in default under this Lease if the breach or failure involves the payment of money but the Defaulting Party has failed to completely cure the monetary default within ten (10) days (or such lesser time as may be specifically provided in this Lease) after the date of such notice.

15.3 Notice and Hearing. Prior to the termination of this Lease due to the alleged default of the Lessee that has not been timely cured under Section 15.2, the City shall provide Lessee with a hearing before the City Council. Lessee shall be given at least thirty (30) days prior written notice of such hearing. At the hearing, Lessee must present its response to the grounds for termination and its reasons as to why this Lease should not be terminated. The City Council shall render its decision as to whether this Lease shall be terminated within thirty (30) days after the close of such hearing. Such decision shall set forth in writing the findings supporting the City Council's decision.

15.4 Standard of Review in Judicial Action. It is agreed by the parties that the purpose of providing the foregoing hearing prior to termination is to ensure that the City Council is fully apprised of any action taken by the City as Lessor hereunder and to assure that Lessee may make a presentation before action is taken by the City, but is not intended by the Parties that the standard of judicial review be altered from that which would apply in any civil action for breach of contract. Accordingly, it is agreed that notwithstanding that a hearing will be held before termination and that findings will be made supporting the decision, any subsequent legal review will not be governed by the procedures of California Code of Civil Procedure 1094.5 and instead the standard of review in any judicial proceeding will be whether a preponderance of the evidence supports the City's decision that Lessee failed to perform a material duty or obligation hereunder.

15.5 Dispute Resolution. Lessee and City hereby agree and consent to binding arbitration as a means of expeditiously resolving disputes or questions of interpretation of this Lease.

Any dispute between Lessee and City that is to be resolved by binding arbitration shall be settled and decided by:

(a) An arbitration panel consisting of one person selected by Lessee, one person selected by City, and one person selected by the other two members of the panel. Each person must be selected from a list of arbitrators certified by the American Arbitration Association to conduct such arbitrations; or

(b) A retired judge of the Superior Court or a retired justice of the Courts of Appeal or Supreme Court of the State of California.

Each panel, or retired judge or justice, shall serve for one calendar year after selection, unless either party objects to their continued service, in which event a new panel or judge shall be selected as provided above.

Upon selection of the arbitration panel, the matter shall be set for arbitration at a time not less than thirty (30) days or more than ninety (90) days from the effective date of the appointment of the arbitrators or the request to settle a matter by arbitration. The arbitration shall be conducted under the procedures set forth in Chapter 3 of Title 9 of Part 3 of the Code of Civil Procedure, or under such other procedures as are agreeable to both parties; except that provisions of the Code of Civil Procedure shall be applicable to such proceeding. The determination of the arbitrator shall be conclusive subject to vacation or correction solely on the basis set forth in California Code of Civil Procedure Sections 1286.2 and 1286.6.

15.6 Abandonment. Lessee's abandonment of the Premises for a period of at least six (6) months shall be deemed a default by Lessee.

16. QUIET ENJOYMENT.

City hereby warrants, represents and covenants that, upon Lessee observing and performing all of the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peaceably and quietly have, hold, occupy and enjoy the Premises and all of the appurtenances thereto without hindrances or molestation from City or those claiming an interest in or to the Premises through or under City. Notwithstanding the foregoing, the Lessee acknowledges that the City Hall Park surrounding the Premises is used by the general public to the extent permitted by the City's codes and that such public use shall in no event be deemed a breach of this Section 16.

17. MISCELLANEOUS COVENANTS.

17.1 Attorney's Fees. In the event of any dispute between the parties hereto involving covenants and conditions herein contained or arising out of the subject matter of this Lease, the prevailing party shall be entitled to recover reasonable expenses, attorneys' fees and costs at trial or on appeal.

17.2 Interest. Any sum accruing to City or Lessee under the terms and provisions of this Lease that is not paid when due shall bear interest at the maximum

lawful rate per annum from the date the same becomes due and payable by the terms and provisions hereof until paid.

17.3 Surrender at End of Term. Any improvements built, constructed or placed upon the Premises by Lessee, other than movable fixtures, equipment and personal property shall remain on the Premises and become the absolute property of City without any cost to City upon the termination of this Lease. Upon termination or expiration of this Lease as provided herein, Lessee shall surrender to City the Premises together with all improvements as hereinabove provided, in good condition, broom clean, ordinary wear and tear excepted.

If, at the end of the term of this Lease or earlier termination as herein provided, Lessee has left any merchandise, furniture or fixtures in or about the Premises, City may give Lessee written notice to remove the property. In the event the property is not removed within sixty (60) days of the sending of the notice, City may dispose of the property in any manner whatsoever, and Lessee hereby waives any claim or right to the property or any proceeds derived from the sale thereof.

17.4 Force Majeure. If either party is delayed, prevented or hindered from the performance of any covenant or condition of this Lease because of acts of the other party, Acts of God, adverse weather, war, invasion, insurrection, acts of a public enemy, riot, mob violence, civil commotion, sabotage, labor disputes, inability to procure or general shortage of labor, materials, facilities, equipment or supplies on the open market, unusual delay in transportation, laws, rules, regulations or orders of governmental or military authorities, inability to obtain permits or approvals, or any other cause beyond the reasonable control of the parties so obligated, whether similar or dissimilar to the foregoing, such performance shall be excused for the period of the delay, and the period for such performance shall be extended for a period equivalent to the period of such delay.

17.5 Waiver. No waiver of any breach of any of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof.

17.6 Notices. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given and served unless the notice is in writing and mailed, by registered or certified mail, with postage prepaid, addressed as follows:

To City:

City of Brea
1 Civic Center Circle
Brea, CA 92821
Attn: City Manager

Copy to: James L. Markman, City Attorney
1 Civic Center Circle
Brea, CA 92821

To Lessee: Brea Historical Society
P.O. Box 9764
Brea, CA 92822
Attn: President

Either City or Lessee may change such address by notifying the other parties in writing as to such new address. Any notice or demand mailed as set forth above shall be deemed to have been given or served forty-eight (48) hours after deposit in the U.S. mail.

17.7 Entire Lease. This Lease shall be considered to be the only agreement between the parties hereto, and all negotiations and oral agreements acceptable to both parties are included herein. This Lease shall supersede all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

17.8 Inurement. Each of the covenants, conditions and agreements herein contained shall inure to the benefit of and shall apply to and be binding upon the parties hereto and their respective heirs, legatees, devisees, executors, administrators, successors, assigns, sublessees or any person who may come into possession of the Premises or any part thereof in any manner whatsoever. Nothing contained in this Section 17.8 shall in any way alter the provisions against assignment or subletting hereinabove provided.

17.9 Nonliability of City Officials; Employees and Contractors. No member, official, employee, or contractor of City shall be personally liable to Lessee in the event of any default or breach by City or for any amount that may become due to Lessee or on any obligations under the terms of this Lease.

17.10 Nonliability of Lessee Officials; Employees and Contractors. No member, official, employee, or contractor of Lessee shall be personally liable to City in the event of any default or breach by Lessee or for any amount that may become due to City or on any obligations under the terms of this Lease.

17.11 Prohibited Conflicts of Interest. No member, official, employee, or agent of Lessee shall have any direct or indirect interest in this Lease nor participate in any decision relating to this Lease that is prohibited by law.

17.12 Captions and Terms. The captions of Articles and Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions hereof.

17.13 Gender. The use herein of (i) the singular number shall be deemed to mean the plural; (ii) the masculine gender shall be deemed to mean the feminine or neuter; and (iii) the neuter gender shall be deemed to mean the masculine or feminine whenever the sense of this Lease so requires.

17.14 Calendar Days; Computation of Time. "Day" or "days" as used herein shall refer to calendar day or days, unless otherwise specifically provided herein. Unless otherwise required by a specific provision of this Agreement, time hereunder is to be computed by excluding the first day and including the last day. If the date for performance falls on a Saturday, Sunday, or legal holiday, the date for performance shall be extended to the next business day.

17.15 Modifications; Waivers. Any alteration, change or modification of or to this Lease, in order to become effective, shall be made by written instrument or endorsement hereon and in each such instance executed on behalf of each party hereto. Any and all waivers of the provisions of this Lease must be in writing and signed by the appropriate authorities of City and Lessee.

City Manager of City is authorized to approve and execute amendments to this Lease that are not of a material nature, including, but not limited to, the granting from time to time of extensions of time to Lessee. The City Manager's determination as to whether or not such amendment is of a material nature shall be final and conclusive.

Lessee shall have the right from time to time to designate one (1) or more designated representatives to act on behalf of Lessee which may be authorized in writing by Lessee to approve and execute amendments to this Lease which are not of a material nature, including, but not limited to, the granting from time to time of extensions of time to Lessee. The representatives' determination as to whether or not such amendment is of a material nature shall be final and conclusive.

17.16 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

17.17 Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

17.18 Interpretation. The terms of this Lease shall be construed in accordance with the meaning of the language used or any citation referred to and shall not be construed for or against either party by reason of the authorship of this Lease or any other rule of construction that may otherwise apply. This document shall be deemed to be mutually drafted by all parties signatory hereto.

17.19 Consent; Reasonableness. In the event that City or Lessee shall require the consent or approval of the other party or in fulfilling any agreement, covenant, provision condition contained in this Lease, such consent or approval shall not be unreasonably withheld or delayed by the party from who such consent or approval is sought. Each party represents and warrants that it will act in a reasonable manner in regards to any undertaking required by this Lease.

17.20 Execution in Counterpart. This Lease may be executed in counterparts, each of which shall be deemed to be an original, and such counterpart, in the aggregate, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Lessee have caused this Lease Agreement to be executed on the day and year first hereinabove written.

ATTEST:

CITY OF BREA, CALIFORNIA,
a Municipal Corporation

City Clerk

By: _____
Its: _____

APPROVED AS TO FORM:

City Attorney

BREA HISTORICAL SOCIETY,
A California Non-Profit Corporation

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT "A"

Legal Description

Parcels 3 and 4 of City Hall Park Property

Those portions of Block "A" of Tract No. 154 recorded in Book 12, Page 14 of Miscellaneous Maps, records of Orange County, and shown as Orange County Assessor's Parcel Map No. 284-242-01 on the 1983-84 Assessor's Maps, more particularly described as follows as parcels 3 and 4:

Parcel 3

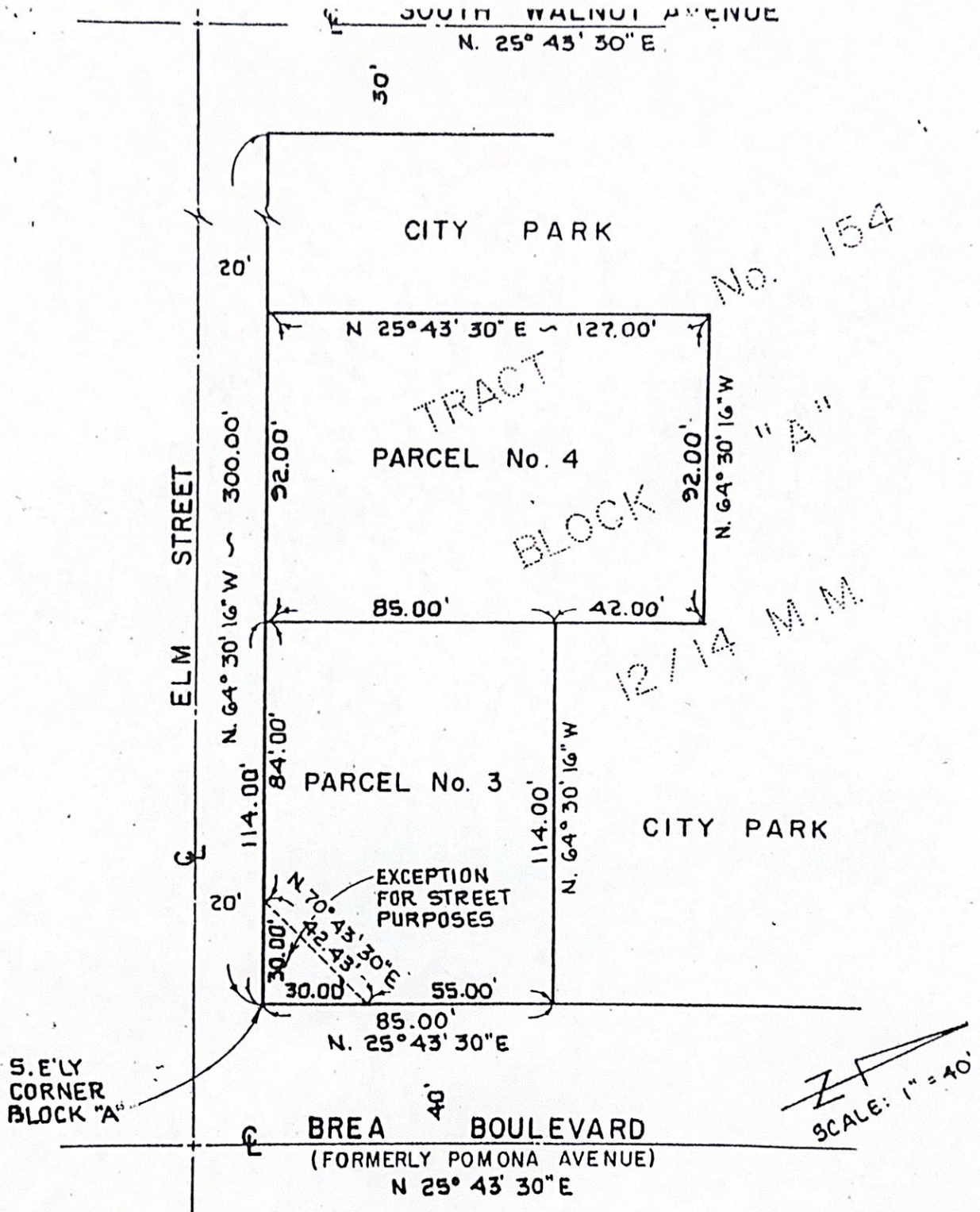
The Southerly 85.00 feet of the Easterly 114.00 feet of said Block "A," excepting therefrom a triangular shaped diagonal corner cutoff parcel measuring 30.00 foot by 30.00 foot along the Southerly and Easterly sidelines of said Block A for street purposes at the Southeasterly corner of said Parcel 3.

Parcel 4

The Southerly 127.00 feet of the Easterly 206.00 feet of said Block "A". Excepting the Easterly 114.00 feet.

The plat marked Exhibit "A" attached hereto are made a part of this description by reference thereto.

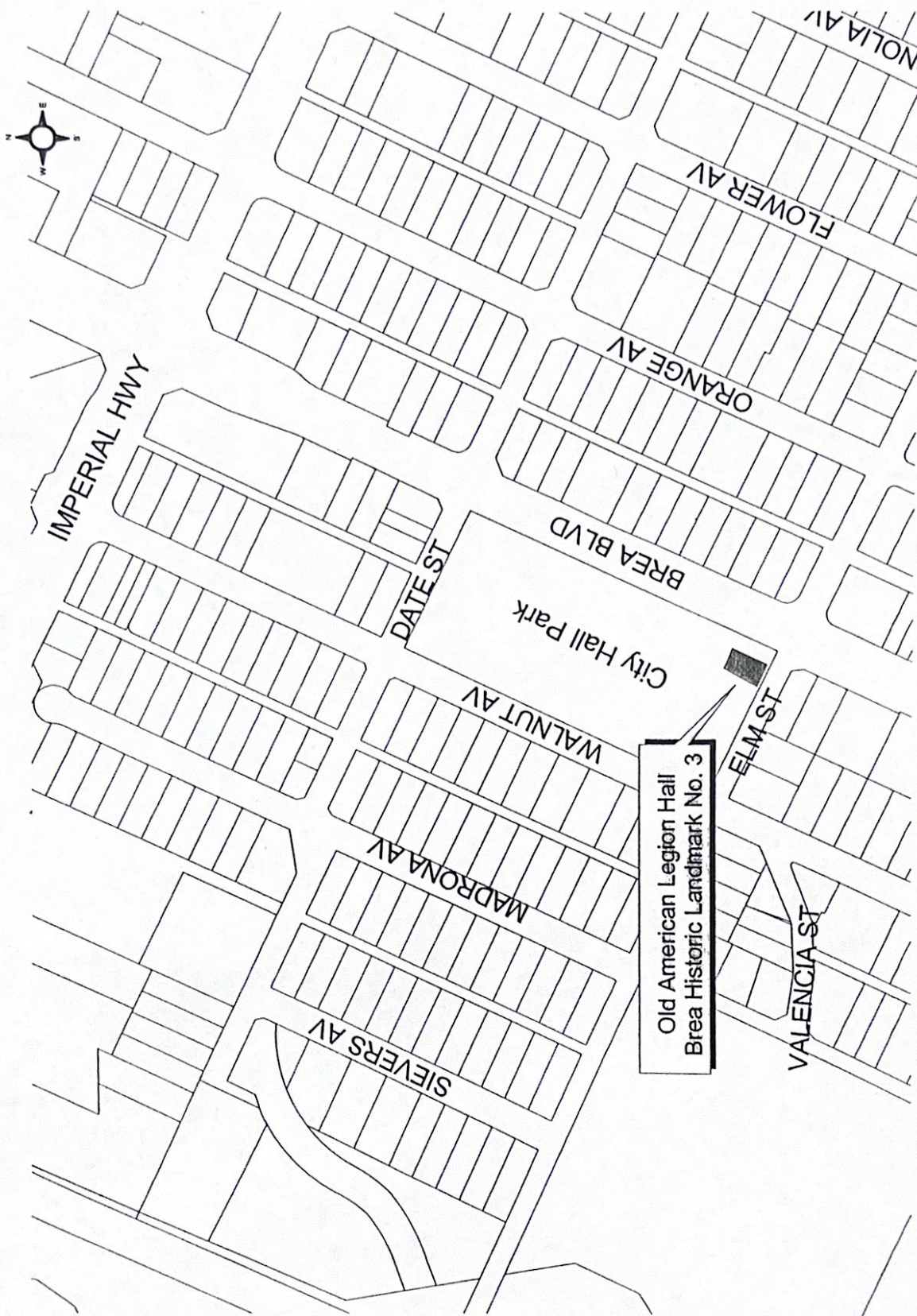




PORTION OF APN: 284-242-01 PLAT TO ACCOMPANY
 EXHIBIT "A" LEGAL DESCRIPTION



Site Map of City Hall Park and Old American Legion Hall



Old American Legion Hall
Brea Historic Landmark No. 3



EXHIBIT "C"

BREA MUSEUM AND HERITAGE CENTER

OPERATION PLAN

The Brea Historical Society and the City agree that the level of service at the Brea Museum and Heritage Center will include the following minimum operating criteria:

- Open to the public no less than 15 hours per week, with at least one day being a weekday and one day being a weekend. (Society proposes to be open weekdays from 1 to 4 and Saturdays from 11 to 4 - a total of 20 hours per week.)
- Offer school programs at least once per academic semester in conjunction with the Brea Olinda School District's curriculum
- Offer badge programs for both Boy Scouts and Girl Scouts, as appropriate
- Host at least one special event per year, including an initial "Grand Opening" event
- Set up displays of historic artifacts equal or better than those found at the Monrovia Museum (which the parties agree is the "benchmark" museum for purposes of this Agreement).
- Set up at least one rotating exhibit area and host at least two exhibits per year from outside sources
- Operate a gift shop
- Develop professional-quality promotional brochures, and keep them up to date
- Actively market museum programs both regionally and to the local community
- When possible, link museum programs to other City programs, such as Downtown activities or events taking place at the Brea Gallery, the Community Center, etc.
- In conjunction with the annual Concert in the Park series at City Hall Park, open the museum at night at least twice each summer
- Coordinate with City on use of lower level meeting space
- Provide annual reports and insurance certificates to the City/Agency as specified in the Lease Agreement
- Keep detailed financial records of all revenue and costs as required and provide them to City annually
- Pay all charges for gas, internal electricity, water, sewer, and telephone
- Provide a phone with a recorded message giving museum's address, operating hours, information regarding special events, etc.
- Train volunteer docents so that they are knowledgeable about the museum and its exhibits
- Keep the City/Agency informed as to museum activities
- Provide a system which prevents people who are using the lower level meeting rooms from entering the museum display area after hours
- Provide tables and chairs for lower level meeting space
- Provide a coffee maker in the kitchen area
- Keep the kitchen area well stocked with coffee, cream, sugar, paper cups, etc. for those who are using the meeting rooms

- Keep the kitchen facilities in good working order, such as the stove, refrigerator, hot and cold running water, etc.
- Post information near the building's entrance regarding operating hours, as well as the museum's phone number. Keep this information up to date.
- Provide a visible, secure place for visitors to leave donations
- Keep the museum well-stocked with all necessary cleaning supplies, such as window cleaner, Lysol, dishwashing liquid, etc.
- Maintain cleaning equipment in good working order, such as a vacuum, broom, mop, etc.
- Keep the premises free of rodents, ants, termites, etc. Pay for exterminating services as necessary.
- Inform the City Maintenance Department immediately if there is any problem with the outdoor lighting of the premises.
- Perform routine maintenance at a level equal to that of the Civic & Cultural Center and the Community Center.

ATTACHMENT NO. 4
SCHEDULE OF PERFORMANCE
BREA HISTORICAL SOCIETY

Performance Elements	Schedule
1. Submission of Basic Concept Plans: Society shall submit for review and approval by the Development Services Director and the Economic Development Director Basic Concept Plans.	Within 60 days of the date of this Agreement.
2. Satisfaction of Conditions Precedent: Society shall satisfy the conditions precedent set forth in Section 3.1.1.	Not later than 180 days after date of this Agreement.
3. Submission of Building Plans: Society shall submit for review and approval by the Development Services Director and the Economic Development Director Basic Concept Plans.	Within 60 days of approval by City of Basic Concept Plans.
4. Compliance with Conditions Precedent to Agency Assistance: Society shall have satisfied all of the Conditions Precedent set forth in Section 4.3 of this Agreement.	Not later than 180 days after date of this Agreement, or 270 days if an extension is obtained pursuant to Section 3.2.
5. Commencement of Rehabilitation: Society shall commence the work of Rehabilitation.	Within five (5) days of satisfaction of Conditions Precedent set forth in Section 4.3 of this Agreement.
6. Completion of Rehabilitation: Society shall complete the work of Rehabilitation in accordance with the approved Building Plans and the Scope of Work.	Within twelve (12) months after commencement of reconstruction.
7. Issuance of Certificate of Completion: City shall furnish the Society with a Certificate of Completion in accordance with Section 3.12.	Upon completion of Rehabilitation in accordance with this Agreement.

**ANNUAL ESTIMATED OPERATING REVENUE
AND EXPENSE BUDGET**

The following budget was derived from analyzing three similar museums in the surrounding area. The Santa Paula Oil Museum, the Whittier Historical Museum and the Monrovia Historical Museum. An attempt was made to estimate our proposed revenue and expenses based on their known figures and our own research and expectations.

Annual Revenue

Membership dues (existing)	\$ 3,315.00	
Membership dues (new)	1,750.00	
Admission donations	3,600.00	
Annual "Spring Fling" dinner	3,000.00	
Gift shop sales	3,900.00	
Room rental	2,400.00	
Antique appraisal shows	500.00	
Internet ads	1,000.00	
Annual fund raiser	20,000.00	
Monthly Downtown & Home tours	1,500.00	
Total		\$40,965.00

Annual Expenses

Rent	1.00	
Utilities	7,200.00	
Liability insurance	1,200.00	
Marketing	4,000.00	
Office supplies	600.00	
Postage	1,500.00	
Telephone	1,500.00	
Dues/subscriptions	400.00	
Janitorial	1,000.00	
Retail merchandise	1,000.00	
Professional services	2,000.00	
Maintenance	2,000.00	
Donor recognition	500.00	
Part-time labor	5,200.00	
Equipment purchase	1,000.00	
Display construction/repair	1,000.00	
Misc.	1,000.00	
Total		<u>\$31,101.00</u>
Net annual increase in reserve balance:		\$ 9,864.00

ATTACHMENT NO. 6

SCOPE OF WORK

The Rehabilitation consists generally of the renovation of the American Legion/"Old Police" Building consistent with Brea's Historic Preservation Ordinance (Chapter 20.60) and the Secretary of the Interior's Standards (a summary of the Secretary of Interior's Standards is attached hereto for convenience as Exhibit "A" and incorporated herein by this reference) and the establishment therein of a historical museum and research center to be open to the public.

SEISMIC RETROFIT AND FACILITY UPGRADES TO ACHIEVE CERTIFICATE OF OCCUPANCY:

- Structural strengthening of the unreinforced masonry building
- Installation of ADA access requirements, while meeting State historic preservation guidelines
- Installation of a new wet fire sprinkler system sized and engineered for the museum's planned occupancy
- Other major construction elements

In addition to the construction elements listed above, the Society shall complete: modifications to the existing electrical system to accommodate the museum's electrical requirements using historic guidelines to meet code requirements as appropriate; installation of exterior security lighting system to accommodate the requirements of the museum; demolition and installation of demising walls and finished ceilings to accommodate floor plan changes for museum and meeting room space; refurbishment of existing ventilation system and ducting; installation of interior power distribution and lighting systems; installation of plumbing required for planned kitchen remodel; installation of security systems – electronic and mechanical; installation of resilient flooring; installation of display cases for presentation of historical artifacts; construction of interior improvements for gift shop; construction of separation device between museum and meeting space (upper/lower levels) and historic renovations of the exterior building features including: exterior wall surface restoration in preparation for new paint, cleaning and restoration of existing window frames and glazing where needed, painting of exterior walls in a color scheme to be selected by Society with approval from the City's Development Services Department

All plans and specifications for the above-listed improvements shall be submitted to City's Development Services Department for review and approval.

EXHIBIT A

SUMMARY OF

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. Every reasonable effort shall be made to provide a compatible use for a property which requires a minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to, any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material and character of the property, neighborhood or environment.
10. Wherever possible, new additions or alterations to structures shall be done in such a manner that, if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

Smudge Free Printing

Use template for 8160™

Snowball Cookies

C

Lloyd Dudding
Brea Historical Society
Board of Directors Member & Treasurer
137 N. Orange Ave. Apt. 118
Brea, CA 92821-5020
(714) 256-4324 - e-mail Lloyd@Dudding.com

April 5, 2001

The Meeting That Locked You Out

Dear Fellow Member,

You will recall that on or about March 14, 2001, you received a notice regarding the "Removal of Lloyd Dudding as a Board Member..." This notice was a copy which was directed to me. Well, the meeting took place, although I found out later that, but for a select few, all were locked out. I had sent the notice because of the importance it had not only for myself, but for the Brea Historical Society members. The meeting of March 15, was called by Brian Saul (Vice President), P.J. Mansur (Secretary), Jim Crow and Marie Domenico. I informed everyone that the meeting had not been properly noticed under the existing guidelines in our **Brea Historical Society By-Laws, ARTICLE III, Directors, Section 9, Special Meetings of Directors**, since the notice was not made at any meeting of the Board. I read the entire paragraph from the By-Laws and pointed out that this procedure was not followed. Despite this, Brian Saul, who was conducting the "non-meeting" called it to order and asked P. J. Mansur to read from Robert's Rules the paragraph describing "Executive Session". P. J. read the paragraph describing rare occasions when secrecy is required that a legislative body may declare an executive session by a majority vote and bind everyone to keep secret everything discussed in the executive session. Before the vote on executive session, I made a Point of Order asking why secrecy was required and P. J. replied, "We always use executive session when handling personnel matters". On a "yea or nay" verbal vote, Brian Saul declared, "The vote passes and we are now in executive session and everyone is bound to secrecy."

I informed everyone that the procedure being used to remove me as a member of the Board of Directors, i.e., **ARTICLE IV, Officers, Section 8, Removal of Officers**, was limited to the removal of officers, not members of the Board Directors. This is spelled out in **ARTICLE IV, Officers, Section 1**, "*The officers of the Corporation shall be a president, vice president, secretary and treasurer, and such other officers as the Board of Directors may appoint... Officers shall be members of the Board of Directors*".

Jim Schweitzer retorted very curtly to me that I had already used a minute of my five-minute allotted time. Jim Schweitzer had a stop watch in his hand. When I asked about the five-minute rule, Brian Saul replied, "Arbitrary Board decision". He warned me that I should immediately proceed with whatever I wanted to say. I then went on to explain that while various Board members were in attendance at the meeting, the significance of the meeting would be no different than if they were at any special event that they decided to meet at. My discussions only lasted two minutes. It was then that Jim Schweitzer stated, "Since Lloyd has only used two of his five minutes, I would take the remaining time to talk". However, I reminded Jim that pursuant to the terms of the notice of the secret meeting no one would have the opportunity to discuss anything prior to taking the vote on the matter. Jim Schweitzer stopped talking at that time.

A vote was taken by the seven members of Board. Jim Schweitzer insisted that the signed

The Meeting That Locked You Out

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pieces of papers regarding the vote would be given to Wade Mansur and Kathy Canon. This was over my objection and I stated, "Kathy Canon is not even a member". I knew that Ms. Canon was not a member because as the Treasurer I was aware of who had paid his/her dues. Ms. Canon had not paid her dues. Despite this, the vote tabulations were given to Kathy Cannon and Wade Mansur who retired to another area of the room out of my sight and returned a few minutes later with the supposed results of the vote. Although I asked for a disclosure of the "for and against count of the vote", this information was kept from me. P.J. Mansur said, on her authority as Parliamentarian, "all that is required to be reported is the majority position, not the count".

Brian Saul then said, "Lloyd, by a majority vote, you have been removed as a member from the Brea Historical Society Board of Directors. You are directed to return all check books and keys to the offices at this time". I said to Brian Saul, "I have no intention to return anything. This was an illegal meeting called for an illegal purpose and carries no weight with me what-so-ever. I was elected by the general membership for a full two year term at the Annual Meeting in January 2000 and I intend to serve out my term on the Board of Directors." I immediately backed my wheelchair away from the conference table and tried to push the front door of the office open with my foot rest. When my foot rest bent and fell off my wheelchair, I discovered that someone had locked the door. I guess people who don't pay attention to by-laws also don't pay attention to public safety laws which require that public doors remain unlocked during regular business hours. I later found out that this meeting had been secretly tape recorded.

In the interim, since March 15th, Jim Schweitzer (President), Brian Saul (Vice President), P.J. Mansur (Secretary), Jim Crow and Marie Domenico (either individually or acting together) have taken the following actions to further harass me:

- Bill's Lock and Safe was hired to re-key the office's door locks at a total cost of \$138.53, and issue at least 8 new keys which were distributed to the six other Board Members and two non-Board Members, thus locking me out of the facility.
- Pacific Western National Bank was ordered to close all of the accounts of the Brea Historical Society and open new accounts without my name as an authorized signer on the strength of minutes of the secret meeting of March 15, 2001.
- U.S. Postal Service re-keyed the post office box of the Brea Historical Society at a reported cost of \$12.50, never mind that Edna Makins told Jim Schweitzer, "Lloyd never had a key to our post office box."
- Removed my name from the list of the Board of Directors on page two of the Historical Happenings Newsletter for March 2001 and removed my name as Editor of the newsletter, a position I have held since 1997.
- Tried to justify their action by falsely telling Don Schweitzer, Edna Makins and untold others that several former members of the Board of Directors had quit because of my personal supposed verbal attacks.
- Scheduled the April 2nd Board of Directors Meeting at the home of Wade and P.J. Mansur, in Olinda Village, eight or nine miles out in Carbon Canyon, which not only ignored the By-Laws, but also is in a location which is non-accessible to someone like me in a wheelchair.

After serving three years as a member of your Board of Directors, two as Treasurer, I can't begin to understand what I could have done to kindle such animosity toward me by Jim

Schweitzer (President), Brian Saul (Vice President), P.J. Mansur (Secretary), Jim Crow and Marie Domenico. I do know that it all began at the very end of the March 5th Board Meeting when P.J. Mansur read the following proposal which was not on the agenda, saying, "This is only a first reading and no vote will be taken tonight. It will be brought up at the next Board of Directors Meeting for a vote. I apologize for not having a copy for everyone, but Don Schweitzer FAXED this copy to me as I was leaving for tonight's meeting."

The Brea Museum & Heritage Center Foundation

... that the Brea Historical Society creates "The Brea Museum & Heritage Center Foundation" under the authority granted by the California State Department as a 501(c)(3) California Corporation EIN =23-7101540 with the following guidelines:

- 1. The Brea Historical Society executive board appoints a five (5) member administrative board.
- 2. The Brea Historical Society's current President shall be an ex-officio member of the board
- 3. Term of the board shall be four (4) years.
- 4. The board shall have the authority to create and appoint an advisory board, as they deem appropriate.
- 5. The Brea Museum & Heritage Center Foundation shall remain autonomous from the Brea Historical Society.
- 6. The Brea Museum & Heritage Center Foundation shall make quarterly reports to the Executive Board of the Brea Historical Society accounting for all funds received and expended, all gifts made to the foundation, all fund raising activities held the past quarter and planned for the near future as well as any other pertinent information deemed necessary.
- 7. The Foundation shall maintain separate bank accounts as necessary under the Brea Historical Society's federal tax I.D. number
- 8. By January 30 of each year the Foundation shall make an annual financial report to the Historical Society in order for the Society to meet their year-end tax reporting requirements.

The responsibilities of the Brea Museum & Heritage Center Foundation shall be including but not be limited to:

- 1. Payment of all expenses associated with the Museum & Heritage Center such as:
 - a) Repairs and maintenance to the building
 - b) Utilities
 - c) Wages
 - d) Displays, etc.
- 2. Administration of the Center including, but not limited to:
 - a) Rental of meeting rooms
 - b) Maintaining the Center in a safe and habitable condition
 - c) Organizing special exhibits or events

The Meeting That Locked You Out

page 4

- d) Organizing fund raising activities
- e) Hiring employees as deemed necessary
- f) Coordinating both volunteer and paid staff

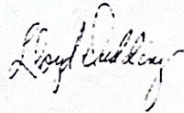
After the reading of "The Brea Museum & Heritage Center Foundation Proposal" by P.J. Mansur, I said, "It doesn't even sound legal." P. J. replied, "Well it is taken verbatim from the Art Association's documents and it worked fine." The meeting was adjourned and ten days later they tried to silence my voice on the Board of Directors by illegally removing me. In my opinion, there were three points in the proposal which were highly questionable:

- 3. Term of the board shall be four (4) years. *(This sets up a board of the Brea Museum & Heritage Center Foundation which would have a life that is three years longer than our Board.)*
- 5. The Brea Museum & Heritage Center Foundation shall remain autonomous from the Brea Historical Society. *(It sounds like our by-laws would not apply to his new board, but they would use our tax free I.D. number.)*
- 7. The Foundation shall maintain separate bank accounts as necessary under the Brea Historical Society's federal tax I.D. number. *(Giving our tax free federal tax I.D. number to the Brea Museum & Heritage Center Foundation is essentially loaning our tax number to another entity.)*

Imagine my surprise when I read the front page article in the March 22, 2001 Brea Progress entitled "Will Brea's history get a museum?" by Raul Mora, staff reporter. In the article, Mr. Mora quotes, "The society needs a location to put their artifacts, said Don Schweitzer, founder of the Brea Museum and Heritage Center". Is Don Schweitzer the founder of something that does not exist? Or was the "reading of the proposal" for the Board of Directors of the Brea Historical Society on March 5, 2001 seeking a rubber stamp for a done deal?

I hope it is not necessary for me to resort to legal means in order to put an end to this harassment of me by the Brea Historical Society by Jim Schweitzer, president (714-529-0635), Brian Saul, vice president (562-698-5339), P.J. Mansur, secretary (714-528-4240), Jim Crow, board member (714-529-3295) and Marie Domenico, board member (714-529-6641). I have included their phone numbers as printed in the March 2001 *Historical Happenings Newsletter* in hopes that you will let them know of your disapproval of their actions against me.

Yours truly,



Lloyd Dudding



July-August
2001



**July 4th Country Fair
Schedule of Events**

7-11 a.m.
Pancake Breakfast

8-10 a.m.
Inspirational Service -
Ministerial Association
Church Guys on Caffeine

9:30 a.m.-noon
Beautiful Baby Contest
Registration: 9:30-10:45 a.m.
Judging: 11-11:45 a.m.
Awards: noon

Call 529-6030 for information.

10-10:30 a.m.
Mayor's Welcome

10 a.m.-4 p.m.
Petting Zoo, Castlebounce
and Pony Rides

10 a.m.-4:30 p.m.
Food and Games Booths
NASCAR Display
Teen Fun Area, Rock Climbing,
Market Craft Area,
Sight and Hearing Mobile,
Historical Displays

10:30-10:45 a.m.
Kiddie Parade

10:45-4:30 p.m.
Continuous live
entertainment in the Gazebo:
Murphy's Law, Anthony Rivera
and Raining Horse Shoes,
Mariachi Anacatlan,
Bon Family Cloggers,
"Elvis is Alive" and more.

Contests
Hula Hoop, Balloon Toss,
Pie Eating

11 a.m.-4 p.m.
Free Swimming at the Plunge

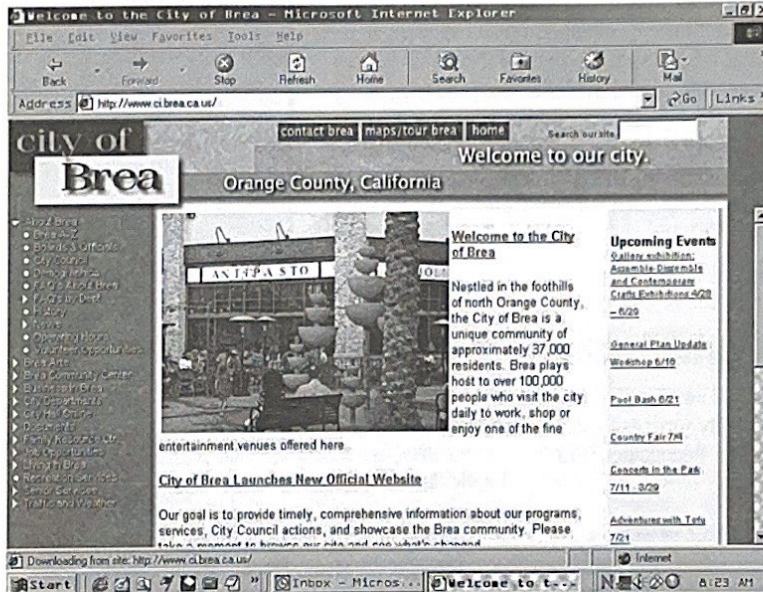
City Hall Park is located at
Brea Boulevard, one block
south of Imperial Highway.
Call 990-7771.

Brea City Council

Roy Moore, Mayor
Marty Simonoff, Mayor Pro Tem
Tim Harvey, Councilmember
Bev Perry, Councilmember
Steve Vargas, Councilmember

THE Brea Line

CityofBrea.net— Click On New Official Website To See What's Happening



offers a complete list of parks. Or, do you have a particular question and don't know where to find the answer? Glance through *Brea A-Z* or try *FAQ's About Brea* to find the answer to your question. *CityofBrea.net* also enables you to contact various departments and employees. On the home page, phone numbers and e-mail

The City of Brea is very excited to debut a new look for its website, *CityofBrea.net*. We have redesigned it to provide timely, comprehensive information about programs, services and City Council actions and to showcase the Brea community.

According to a recent survey, almost 86% of cities with populations over 10,000 people now have websites. Brea was one of the first cities to create an electronic website back in 1996 when use of the internet was still considered experimental for government communication. Information was transitioned over from the old website. To that we added additional information and photos, as well as some extra features. The new design integrates more user-friendly navigation and search functions.

You can find current job openings listed under *Job Opportunities*. *Recreation Services*

addresses can be found under the *Contact Brea* button at the top. Upcoming events are updated regularly in the right-hand column.

We hope to soon include several on-line registration features to enable you to access the City 24 hours a day at your convenience. We're also working on developing a "virtual highlight tour" of our nationally acclaimed "Arts in Public Places" sculpture collection.

Take a moment to check out Brea's newly designed site to see what's changed. There's a lot of work to do, so if you don't see your favorite feature now, please be patient and visit us again. We hope to always have something new and interesting so that you will become a regular visitor.

Editor's note: *CityofBrea.net*, *CityofBrea.org* and *ci.brea.ca.us* are official website addresses for the City of Brea. Other internet addresses may include our name but are not affiliated and may be linked to commercial ventures.

Community Workshop Invigorates Brea General Plan Update

Imagine Brea in the year 2021! What opportunities exist today to address challenges of the future? This was the central theme as over 180 residents dropped by and considered a new General Plan for the City of Brea at the first public workshop held on Saturday, June 16 in The Brea Community Center.

Participants were invited to brainstorm ideas and offer comments on several key areas identified by the community for attention. Seven stations were established to gather small groups of people for discussion and to collect written notes throughout the event. These stations were: Where We Gather, Connecting Brea, Historic Brea, Unincorporated Brea, the Great Northwest, Carbon Canyon and The Blank Page. Input was wide-ranging and will be very helpful in shaping future workshops at which people will develop ideas further and bring forward new suggestions.

The General Plan Update provides opportunity for everyone's input. An Internet connection is now being established to collect continuing information. The usual phone and mail options for contacting the City of Brea will also accept comments on an ongoing basis.

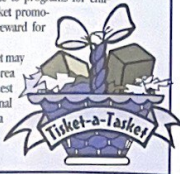
The values established through the General Plan will be key guidelines for Brea in this new century. The dialogue is just beginning to establish what these will be. Be sure to take advantage of your opportunity to participate in the process. For those that are unable to attend upcoming events, there will also be a website link through which comments can be added. Visit CityofBrea.net to keep up on the latest information.

Ticket-a-Tasket Promotion Lends a Helping Hand

Don't miss this year's Ticket-a-Tasket fundraiser in support of the Helping Hands Scholarship program. Beautiful gift baskets featuring quality merchandise and gift certificates will be on display between July 12 and August 1 at Brea Marketplace stores. Donors can purchase tickets for only \$1.00 each and deposit them for a chance to win one of these unique assortments. All proceeds from the promotion will be used to supplement children participating in City of Brea recreation programs.

Ticket-a-Tasket gift baskets will also be available for viewing at the first and fourth of the Concerts in the Park series. Brea Marketplace sponsors entertainment on those evenings and invites concert-goers to support a good cause while they are entertained. It's always rewarding to contribute to programs for children. During the Ticket-a-Tasket promotion, you could also win a reward for lending a helping hand!

Tickets for Ticket-a-Tasket may also be purchased at the Brea Community Center. To request information or to order additional tickets please call the Brea Family Resource Center at (714) 990-7150.



Habitat for Humanity Builds Homeownership

Brea welcomes back a familiar friend – Habitat for Humanity – with two additional homes now under construction at 316 and 318 Walnut Avenue. These will bring the total of Habitat homes in town to twelve. Brea's Economic Development department has been active in helping to identify opportunities for these projects.

Since 1988 there have been 84 Habitat homes built throughout Orange County. The organization is on a fast track to reach the 100 mark as pressure for quality, low-income housing mounts. In order to site a Habitat project, cities donate land and permit fees. The non-profit Habitat organization uses non-government donations of materials, professional services and volunteer labor to build simple, decent homes which are sold to qualified low-income

families for a one-percent down payment and a non-interest mortgage. Mortgage payments are directed toward building additional Habitat homes. Families chosen to enter the Habitat program must contribute 500 hours of labor to the organization.

Work crews are often organized through corporations or churches. Training supervision is provided to assure local building standards are met and volunteers' skills are matched to the various tasks. Those who may be interested in volunteering for construction or for numerous other support committees may visit the Habitat for Humanity of Orange County website at <http://habitatoc.org>. Donations are also greatly appreciated. For additional information, please call (714) 434-6200.



Adelphia Issues Construction Alert

The next wave of communications technology requires fiber optics. Adelphia Cable has launched an aggressive construction campaign to provide this for Brea. Major construction has already begun in residential areas to install new underground connections that will enhance service for digital cable, high-speed Internet and more.

The project contractor reports to Adelphia Cable and any concerns about their progress should be directed to the "Rebuild Hotline" at (877) 942-2253. Various housing tracts are to receive notice from Adelphia prior to construction beginning in their neighborhood. Inspectors from the City of Brea will be monitoring their work in order to issue relevant permits. Adelphia representatives are available to respond to your customer service questions.

2000-2001 Volunteers of the Year Honored

Three very distinguished awards were presented at the Community Services Department's annual Volunteer Recognition Program on May 30.

Senior Center Volunteer of the Year – Lois Case

Lois has been volunteering for the Senior Center since 1996 and has put in over 700 hours. She sells lunch tickets, helps with fund-raisers, advises the Site Manager and helps set up many activities at the Center. Lois gave weekly blood pressure readings, and now works with the weekly food distribution. Lois is always warm, welcoming and friendly to anyone who walks through the door.

Community Services Department Volunteer of the Year – Pat Fox

Pat Fox is a long time Brea resident who has devoted her life to helping others. She began working for Brea Olinda High School in 1956 where she served as school nurse and school counselor until she retired in 1993. In 1995, Pat was appointed to the Parks, Recreation and Human Services Commission. She has served on many committees

and been instrumental in updating elements of the Master Plan.

Pat has also served as Chair of the Family Resource Center Advisory Council, the Senior Policy/Issues Task Force, and the Senior Citizen Advisory Board.

Through the years, Pat has volunteered at the Senior Center Flu Clinic, Art Party, Curtis Theatre, Brea Gallery, Nutcracker Boutique, Brea Fest, and she organized the Senior Center Fashion Show. She has also belonged to the Sister City Committee, Historical Society, Jubilee Steering Committee and for many years has been a member of the July 4th Country Fair Steering Committee.

Organization of the Year – Brea Disposal

Brea Disposal has been a most generous supporter of the Brea community, donating over \$70,000 since 1989. For example, the Senior Center groups had been raising money all year long for a new automatic door. After all the popcorn, candy, cookbooks and gift shop sales, they still were about \$3,000 short. Brea Disposal stepped up and agreed to "chip in"



At a recent awards program Pat Fox, Lois Case and Wendy Bright, a representative of Brea Disposal, were acknowledged as Volunteers of the Year.

the last big check to make the new door a reality. Brea Disposal has also consistently supported Helping Hands Scholarships, arts education, Concerts in the Park, After School Program, Tiny Toes, Passport to Fun, Day Camp, Family Nights, and Snow Play Day.

In addition to these volunteer superstars, 3,540 volunteers contributed an incredible 29,403 hours of their time and talents to Community Services programs. A heartfelt thanks to all.



Annual Police-Fire Challenge Sparks Competitive Spirit

Once again students from Brea Canyon High School brought together members of the Brea Police Department and the Brea Fire Department on the field of sport. While these games may have been somewhat unconventional, the competitive spirit was as genuine as it gets.

Students divide up to play on either a police or a fire team. The departments' chiefs determined that officers and firefighters would also participate with the teens in all events, thus upping the ante for bragging rights to the winner. Events included a relay involving burles, turnout gear, weight bags and rafts. (You had to be there!) Other competitions were in frisbee golf, volleyball, street hockey, and skateboarding. A knowledge quiz put additional pressure on the weary contestants.

The points were tallied before lunch with the students at the Brea Community Center. Although Chief Al Nero was certain his firefighters would successfully retain the honor won last year, Chief Bill Lentini's police officers were relentless in pursuit of this prize. When the points were tallied they both exhibited great diplomacy in accepting a tie score. Negotiations are underway for a time-sharing agreement on the trophy!

Brea Police Department Relays Torch for Special Olympics

Brea police officers quite literally went the extra miles to support Special Olympics by participating in the Southern California Law Enforcement Torch Run. Officers made personal donations to support the Special Olympic movement and then took turns relaying a torch to the summer games. Brea was one of over 20 Orange County departments to contribute.

The southern route started at the U.S.-Mexico border and took a winding route over several days to meet up with the northern torch at Long Beach State, site of the summer games. Seven teams of off-duty Brea police personnel, accompanied by motor officers, crossed in an east to west stretch starting near Yorba Linda through Brea and on to La Habra. Volunteers from the C.O.P.P.S. program followed in a support van. Motorists passing by the flashing lights of the escort vehicles were certainly appreciative to see the officers were chasing after such a good cause.



Family and Special Events

Concerts in the Park

Wednesday nights • 6:30-8 p.m.
City Hall Park, 401 S. Brea Blvd.
(One block south of Imperial Highway)
All Concerts are FREE

July 11 <i>The Eric Ekstrand Ensemble</i> Swing	August 8 <i>Sam Morrison Band</i> Country Western
July 18 <i>The Alley Cats</i> Doo Wop	August 15 <i>Johnny Star and the Galaxy</i> Oldies
July 25 <i>300th Army Reserve Band</i> Patriotic	August 22 <i>Mariachi Los Palermos</i> Mariachi
August 1 <i>Studebaker Hawk</i> Classic Rock	August 29 <i>John Henderson Orchestra</i> Big Band

- North Hills Church will sell their traditional BBQ sandwiches.
- Golden Spoon will return with their frozen yogurt.
- The Senior Center will sell popcorn.
- Cold drinks will also be available for sale.
- The Brea Marketplace sponsors the first and fourth concert to help promote the *Ticket-a-Ticket* fundraiser for Helping Hands Scholarships, see article on page 2.
- Brea Disposal sponsors the third concert.



Family Films in the Park

Fridays, July 6-August 10
Arista Park Amphitheatre
(near Elm & Stever Streets)
Movies start at dusk
(around 8 p.m.)

Enjoy six Friday evenings outdoors with the whole family! Films for all ages shown on a gigantic screen. Bring beach chairs and blankets. Movie admission and parking! Call (714) 990-7100.

July 6 <i>Rugrats in Paris</i>	July 27 <i>The Little Mermaid</i>
July 13 <i>My Dog Skip</i> (PG)	August 3 <i>Maddeline</i> (PG live action version)
July 20 <i>The Emperor's New Groove</i>	August 10 <i>Chicken Run</i>

Don't Miss Brea's Biggest Party to Support the Arts!

Brea Fest is Friday, August 17, 7-10:30 p.m.
Brea Fest: A Taste of the Arts will once again take over the Civic & Cultural Center and spill into Randolph Street in a gigantic celebration of the arts. This incredibly delicious event puts the "fun" in fund-raiser. Great food from a variety of local restaurants is just a sampling of this extravaganza. Live entertainment, artist demonstrations, a gallery exhibit, activities for kids and families, face painting, magicians - there's something appealing for all ages. Admission to Brea Fest and all entertainment is FREE. Food and beverage taste tickets are sold at a nominal cost.

Be sure to bring your appetite as over 50 of the area's best restaurants and distributors will be on-site serving up wonderful tastes of just about every type of food and beverage imaginable! Participating businesses donate a "taste" of their products and proceeds from the taste tickets benefit Brea's art programs including the Curtis Theatre, City of Brea Gallery, Art in Public Places, and Family Films in the Park.

Mark your calendars now for Brea's biggest outdoor summer party! Call (714) 990-7735 for more information or call 990-7175 to volunteer at the event.



Programs for Pre-Schoolers

Fall Tiny Tots Registration

Tiny Tots is an excellent way to prepare children for kindergarten. Enrollment packets for the Fall session (September 10-November 30) are now available at the Community Center. Morning and afternoon classes are offered. Participants must be potty trained. Junior Tiny Tots must be 3 years old by December 2, 2001. Senior Tiny Tots must be 4 years old by December 2, 2001. Registration accepted by mail only on a first-come basis. Priority registration for those who live, work, or attend school in Brea is July 9-13 (must be postmarked July 9 or later). All others may register after July 20. Information: 990-7631.



Two members of the Tiny Tots team share the glory of receiving the "Best Use of Design" award at the "Gotta Have Art" event. See story on page 13.

Pre-School Day Camp Ages 3-5

Young children will sing songs, listen to stories, make crafts, cook, meet new playmates and have a thoroughly wonderful day camp experience. And it gives Mom a chance to take an adult class, work out, or just relax. Space is limited. Participants must be 3 years old by Dec. 2, 2001, and be potty-trained.

Date	Day	Time	Age	Fee	Loc	Class #
8/6-8/17	M-F	9:30A-12P	3-5	\$80	BCC	4030.301

Kindergarten Enrollments Underway

If you are new to the community, and your child will be 5 years old by December 2, 2001, you may register them for kindergarten. Pick up your enrollment packet at the elementary school designated for your home address. If you are unsure of what school serves your neighborhood, call the Brea Olinda Unified School District Office at (714) 990-7800.



Swing Fling

Friday, August 10
7:30-10:30 p.m.
Brea Community Center
695 E. Madison Way

Enjoy an evening of Big Band sounds of the 15-piece Michael Henebery Orchestra.

Dance the night away or just sit back and listen to all-time favorite tunes like *Satin Doll* and *Moonlight Serenade*. 1500 square foot dance floor. Refreshments available.

Tickets on sale now at the Community Center. To purchase by phone with credit card, call 990-7100.

\$10 advance purchase; \$12 at the door (if available). For additional information, call 671-4428. Table reservations for parties of ten—add \$2 per ticket. Buy tickets early, the last dance was sold out!

SORRY NO REFUNDS

Youth Programs and Activities



Teddy Bear, Tea and Me

Date	Day	Time	Age	Fee	Loc	Class #
7/10-7/31	Tue	11-11:45A	4-6	\$28	BCC	1030.301

Dance of the Sugar Plums

Date	Day	Time	Age	Fee	Loc	Class #
7/10-7/31	Tue	10-10:45A	3-5	\$28	BCC	1011.301

Kids Play Days

2-4-6-8! What will you appreciate? Fantastic Fridays at the Brea Community Center. Each Friday for four weeks, your 3-5 year old will be movin' and groovin' the day away while you go shopping, meet friends for lunch or just relax. Kids come to the Center and enjoy lots of fun activities. Register for all Fridays or pick and choose specific dates. Children must bring their own lunch. Activities provided by Tiny Tots staff. All children must be potty trained. For more information call 990-7631. To register call 990-7100.

Things That Fly

Week	Date	Day	Time	Age	Fee	Class #
1	7/6	Fri	9:30A-2:30P	3-5	\$20	4025.301

Picture Me in a Frame

Week	Date	Day	Time	Age	Fee	Class #
2	7/13	Fri	9:30A-2:30P	3-5	\$20	4026.301

Creations with Paint

Week	Date	Day	Time	Age	Fee	Class #
3	7/20	Fri	9:30A-2:30P	3-5	\$20	4027.301

Make a Mask

Week	Date	Day	Time	Age	Fee	Class #
4	7/27	Fri	9:30A-2:30P	3-5	\$20	4028.301

Summer Passport to Fun

Ages 5-12
Brea Kids! Looking for some fun this summer? The Brea Community Center is your Passport to Fun! Activities include: sports, arts and crafts, music, story time, movies, video play stations, presentations by the Brea Police and Fire Services Departments, nature up-close day, computers, water games, and cooking club. No need to pre-register, just drop-in! Save with discounted six-punch passports available for \$18 (BOC card required, one time \$5 fee). Non-residents \$5 per day/six-punch pass is \$24.

Date	Day	Time	Age	Fee	Loc
6/26-8/23	T/Th	1:30P-4:30P	5-12	\$4/day*	BCC

Work out in peace...leave the kids with KidWatch!

	Child Care: ages 18 mos-12 yrs	
	Morning Hours	Evening Hours
Monday	8:30 am-1:30 pm	4:30-9:30 pm
Tuesday	8:30 am-1:30 pm	5:00-9:00 pm
Wednesday	8:30 am-1:30 pm	5:00-9:00 pm
Thursday	8:30 am-1:30 pm	4:30-9:00 pm
Friday	8:30 am-1:30 pm	4:30-8:30 pm
Saturday	8:00-11:00 am	
Sunday	9:45 am-12:00 pm	

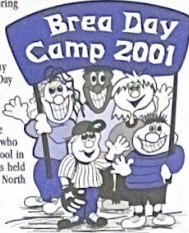
Infant Care: ages 3-18 mos
Morning Hours
Monday-Friday: 8:30-11:00 am

For registration information call 990-7100

Youth Day Camps and Excursions

Experience the Adventure: Summer Day Camp 2001 Ages 5-12
Brea Day Camp offers kids exciting opportunities including traveling to major theme parks (see Excursions article), making really cool arts and crafts, playing games, exploring computers, and rocking to music. BBQ's and Monday Brea Plunge trips are also planned.

Choose Regular Day (10 a.m.-4 p.m.) or Extended Day (7 a.m.-6 p.m.) sessions. Maximum enrollment per week is 120 children. Pay as you go or pre-pay the entire amount for the weeks you choose. Participants who do not live, work or attend school in Brea add \$5 per week. Camp is held at Fanning Elementary, 650 North Arroyo, Call 990-7100.



Week	Dates	Regular Day Fee	Class #	Extended Day Fee	Class #
2*	7/2-7/6	\$72	5002-301	\$100	5002-302
3	7/9-7/13	\$90	5003-301	\$125	5003-302
4	7/16-7/20	\$90	5004-301	\$125	5004-302
5	7/23-7/27	\$90	5005-301	\$125	5005-302
6	7/30-8/3	\$90	5006-301	\$125	5006-302
7	8/6-8/10	\$90	5007-301	\$125	5007-302
8	8/13-8/17	\$90	5008-301	\$125	5008-302
9	8/20-8/24	\$90	5009-301	\$125	5009-302
10**	8/27-8/31	\$105	4050-301		

*No camp July 4.
**Week 10 to be held at Brea Community Center.

Late Summer Day Camp Offered

August 27-31 • 6 a.m.-7 p.m.
Class # 4050-301

Our late summer camp is designed to cover the last week before school starts. Children ages 5 to 12 years enjoy fun activities in a safe environment. Field trips, games, crafts, educational activities and much more will keep kids entertained and stimulated.

Extended day camp is on a first come, first served basis with registration limited to 50 campers. Cost: \$105 per week which includes all field trips (\$5 additional for non-residents). Register by phone at 990-7100 (most credit cards accepted), or in person at the Community Center. Please note lunch is not provided. For more information call 990-7631.



Summer Youth Excursions Ages 5 & up

Kids are invited to travel to kid-pleasing places all over Southern California. Excursions depart and return to Fanning Elementary, 650 North Arroyo. Registration is on a first-come basis. Kids must sign up at least three days prior to trip. For more information, please call 990-7103. NOTE: Summer Day Camp kids are automatically enrolled for these trips.

Wk	Date	Destination	Fee	Depart	Return	Class #
2	7/5	Universal Studios	\$45	7am	6pm	5202-302
3	7/10	Magic Mountain	\$35	7am	6pm	5203-302
4	7/17	Antrak/Beach	\$30	8am	4pm	5204-302
5	7/24	Knot's Berry Farm	\$35	8am	6pm	5205-302
6	7/31	Sea World	\$35	7am	6pm	5206-302
7	8/7	California Adventure	\$45	8am	6pm	5207-302
8	8/14	Soak City	\$35	8am	4pm	5208-302
9	8/21	Disneyland	\$45	8am	6pm	5209-302

Youth Sports

City of Brea's Manny Toledo's Orange County Soccer Camp

Boys and girls ages 5-14 enjoy quality soccer instruction in a healthy, safe and positive learning environment. The highly qualified staff teaches fundamental skills and tactics ensuring a well rounded program. Two camp sessions are offered. Register at the Community Center by calling 990-7100. For more information, call 990-7019 or 993-7094.

Date	Day	Time	Age	Fee	Loc	Class#
7/30-8/3	M-F	8A-12:30P	5-14	\$110*	BHHS**	3850-301
8/14-8/18	M-F	8A-12:30P	5-14	\$110*	BHHS**	3860-301
8/14-8/18	M-F	8A-12:30P	5-14	\$110*	BHHS**	3860-302

*Non-Residents add \$5.00.
**Brea Junior High School, 400 N. Brea Blvd.

In-Line Roller Hockey is Totally Cool!

This nine week, low-key program stresses fundamentals, sportsmanship, player improvement and teamwork. Learning how to roller blade and play hockey has never been easier. Fall leagues are coed for students in grades 1-6 and the 4-5 yr. old mini-hockey division. Don't worry if you don't have all the necessary equipment, bring what you do have and we will loan you the rest. We can provide everything (helmet with full face shield, full-fingered gloves, elbow pads, full knee-shin pads and a stick) except roller blades. Registration for Brea residents begins September 3, and for non-residents September 10, until the league fills. Please note we reserve the right to move participants up or down divisions depending on age.

Date	Day	Time	Grade/Age	Fee	Loc	Class #
9/24-11/19*	Mon	3:15-5:30P	1st-2nd	\$29**	BCC	3300-401
9/25-11/20*	Tue	3:15-4:15P	4-5 yrs	\$29**	BCC	3300-402
9/25-11/20*	Tue	4:30-5:30P	3rd-4th	\$29**	BCC	3300-403
9/26-11/21*	Wed	3:15-4:15P	5th-6th	\$29**	BCC	3300-404
9/26-11/21*	Wed	4:30-5:30P	7th-8th	\$29**	BCC	3300-405

*The first meeting is an Evaluation day.
**Non-Residents add \$5.00.

For registration information call 990-7100

THE BREA LINE • JULY-AUGUST 2001

Swim Program

Lessons and Recreational Swim for all ages
The Brea Plunge Municipal • 440 S. Walnut Ave.
(off Brea Blvd. in Old City Hall Park)
(714) 529-6233

Single Session Open Registration

Fee: \$39* each Session		
July 7	9-11am	Session 2
July 21	9-11am	Session 3
August 4	9-11am	Session 4
August 18	9-11am	Session 5

Numbers for registration will be distributed 1 hour prior to start time.
*Free for those who live, work or attend school in Brea, non-Brea resident add \$5

Swim Lessons—Now thru August 31

Session 2	Session 3	Session 4	Session 5
7/9-7/20	7/23-8/2	8/6-8/17	8/20-8/31

Sessions are two-weeks each and consists of ten, 30-minute lessons, unless otherwise noted.

Swim Lesson Time Schedule

Level (Title)	Age or Pre-requisite	Teacher/Student Ratio	Class Times
IPAP (Parent & Me)	Adult & 6-35 mos.	1/10	10A, 12P, 5P, 6P
Level I (Polliwog)	3 & 4	1/5	9A, 9:30A, 10A, 10:30A, 11A, 11:30A, 12P, 12:30P, 4P, 4:30P, 5P, 5:30P, 6P, 6:30P**
Level II (Beginner)	5 & up	1/6	9A, 9:30A, 10A, 10:30A, 11A, 11:30A, 12P, 12:30P, 4P, 4:30P, 5P, 5:30P, 6P, 6:30P**
Level III (Adv. Beginner)	Pre-req: Level II	1/8	9A, 10A, 11A, 12P, 12:30P, 4P, 4:30P, 5:30P, 6:30P**
Level IV (Intermediate)	Pre-req: Level III	1/10	9:30A, 10:30A, 11:30A, 5P, 6P
Level V & VI (Swimmer and Adv. Swimmer)	Pre-req: Level IV/V	1/10	8-9A (M, W, F) 7:10-7:50P (M, T, Th, F)

All classes are Red Cross Approved and meet Mon-Fri, unless otherwise noted.
**6:30 p.m. classes are 35 minutes and meet Mon, Tue, Thu and Fri.

Recreational Swim

Now thru Sept. 3 • 75¢ per person

Mon-Fri, 1:30-3:30 p.m.; Sat & Sun, 12-2 p.m. • 2:15-4:15 p.m.
Wednesday Night Swim (FREE): July 11-August 29, 6:30-8:30 p.m. (during Concerts in the Park)
July 4th Holiday Swim (FREE): Wed, July 4, 11 a.m.-4 p.m.
Labor Day Swim (75¢): Mon, September 3, 12-2 p.m. • 2:15-4:15 p.m.

For registration information call 990-7100

THE BREA LINE • JULY-AUGUST 2001

Teen Programs and Activities



Open to Brea youth in grades 7th-12th

The Zone daily activities include air hockey, pool tables, computer and more. To get involved come by the Community Center and sign up for a "Zone" card. It is only \$5 a year to take part in the activities.

Grades 7th-12th
Nine-ball Tournament
Thursday, July 5 & 19 and August 9 & 23
4 p.m.
FREE

Air Hockey Tournaments
Thursday, July 5 & 19 and August 9 & 23
4 p.m.
FREE

Drop-In Basketball/Weight Room
Monday-Friday
2:30-4:30 p.m.
FREE to BCC cardholders

Grades 7th-9th (as of Fall 2001)

Pool Bash

Thursday, August 23 • 8-10 p.m.

Enjoy a cool summer night with your friends at the Plunge. Enjoy DJ and dancing, games, prizes, and great food. Fee: \$8 - Early Registration Recommended.

Summer drop-in hours • Mon-Fri, 11 a.m.-4 p.m.
Fall Hours Begin September 1 • Mon-Fri, 2:30-6:30 p.m.
Call 990-7151 for the "411"

Brea School District Adjusts Summer Hours

In an effort to conserve energy, the Brea Olinda Unified School District will adjust summer schedules. Summer school classes held at Laurel Elementary School and Brea Olinda High School will operate with extended minutes Monday through Thursday. Total class time will meet instructional requirements. The district office, located in the Brea Civic & Cultural Center, will close on alternate Fridays beginning July 6 and ending after Friday, August 17. The maintenance and custodial staff will also operate on an alternative schedule.

Brea Community Center Fitness Complex

695 E. Madison Way (corner of Randolph and Madison) • 990-7100

Annual Pass Holders enjoy free unlimited use of all Fitness Complex facilities, programs and services

Gym

Two full-size air-conditioned basketball & volleyball courts; drop-in staff-monitored challenge play and more!

Drop-in/Challenge Basketball
Mon, Tue & Fri • 6 am-10 pm
Wed & Thu • 6 am-6 pm
Sat • 7 am-5:45 pm
Sun • 8-11:45 am

Drop-in/Challenge Volleyball
Wed • 6-10 pm

Fitness Complex Fees

Daily drop-in fee covers use of all Fitness Complex facilities, programs and services.

Seniors (60 & up)\$2* Youth (6 - 12)\$1.25*
Adults (19 - 59)\$3* QuikFit\$1.50*
Teens (13 - 18)\$1.75* (11:30am-1:30pm weekdays)

Low Annual Fitness Pass Fees

Annual pass fee available in a monthly automatic bank deduction payment.

Seniors (60 & up)\$125* Teens (13 - 18)\$105*
Adults (19 - 59)\$190* Family\$290*

*Price listed is for those who live, work or attend school in Brea.

Exercise/Dance Room

Indoor Cycling is Here!

The revolutionary Reebok indoor cycling is a diverse class that requires no prior experience. All levels of fitness can participate as you control the bike's resistance from slow hill climbs to sprinting speed work. You set the pace. A cardio class without comparison! \$2 cycle reservation fee to all annual pass holders and \$3 to all others. Reserve your ride at the front counter.

Teen Hip Hop

Teens can drop into this hot new class through August 4. No dance

experience required. Instructor Misty Terrance has appeared on *Soul Train* and several music videos. Teen drop-in rates are \$1.75 for Brea residents and \$2.75 for others.

BodyPump

The original barbell class formatted to music. Designed for all ages and fitness levels, BodyPump delivers Real Results/Real Fun! The athletic based workout uses barbells with adjustable weights to work every major muscle group in the body.

Cardio/Weight Room

A full array of cardiovascular machines: Treadmills, Stairmasters, Elliptical machines and more! Life Fitness strength training equipment and a full range of free weights.

Monday-Friday . . . 6 am-10 pm
Saturday 7 am-8 pm
Sunday 8 am-5 pm

Aerobics/Dance Class Schedule

	MON	TUE	WED	THU	FRI	SAT	SUN
8-9am	Sr. Low Impact	Sr. Low Impact		Sr. Low Impact	Sr. Low Impact and Chair Aerobics	JAZZYFIT	
8:30-9:30am			Beg. Tai Chi				
9-9:30am		Sr. Stretch		Sr. Stretch			
9-10am						Cycling	
9-10:15am							BodyPump
9:15-10:15am	BodyPump						
9:30-10:30am		JAZZYFIT	Cardio Kick	JAZZYFIT			
9:30-11am					Line Dance		
10-11am						Low Impact	
10:15-11:15am							Tae Bo
10:30-11:30am			Cardio Kick		Cycling		
11-12am					Yoga		Teen Hip Hop
QuikFit							
12-1pm	Yoga	Cycling	BodyPump	Cardio Kick	Cycling		
3-4pm							Cycling
4:30-5:15pm	Step						
4:30-5:30pm					BodyPump		
5:15-6:15pm	Hi/Low						
5:30-6:30pm		BodyPump	Step	Cardio Kick	Tae Bo		
6:15-7:30pm	BodyPump						
6:30-7:30pm		Cardio Kick	BodyPump	BCC Groove			
7:30-8:30pm	FI Yoga	Cycling		Yoga			
8:30-9:30pm	Tae Bo						

All classes subject to change.

For additional information call 990-7100

THE BREA LINE • JULY-AUGUST 2001

Adult Sports and Fitness

Health & Wellness Professionals!

Don't Miss Out...

Brea's Wellness Festival 2001

Saturday, September 29 • 10:00 a.m.-2:00 p.m.

Brea Community Center

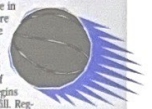
Join other local and regional professionals for this exciting wellness event. This is your chance to provide a valuable community service, while making new contacts for your organization. The goal of Wellness Festival 2001 is to create awareness of the many dimensions of wellness through experiential booth exhibits.

Call for information on how you can provide a valuable community service, while making new contacts. Apply early to maximize your benefits.

(714) 990-7740

5-on-5 Fall Adult Basketball

The City of Brea is offering a 5-on-5 league in the Brea Community Center this Fall! There are two divisions, D+ and D. Games will be played on Thursday and Sunday nights. Cost per team is \$275, plus a \$40 dollar forfeit fee and \$20 per game for referee fees. The leagues will run for 11 weeks of exciting competition. Team registration begins August 15 and continues until the leagues fill. Registration will be accepted by complete teams only. Thursday night games will begin August 30 and Sunday night games will begin September 16. For more details call 990-7109. Teams are registered on a first-come, first-serve basis, so remember to sign up fast! Don't let the action "Pass" you by.



Coed Volleyball Fall Season

The action begins on Monday nights, August 20-October 29. Matches are played at Brea Olin-da High School main gym. Leagues classified as "C", "D" and "D+" The league entry fee for 10 weeks of competition is \$240 per team. Team registration begins July 25, so don't be left hanging on the net-SET yourself up for some FALL excitement! Call 990-7109 for more details.



Adult Classes

Miniature Art and Jewelry Pieces

Date	Day	Time	Age	Fee	Loc	Class#
8/30	Thu	6:30-9:30P	16+	\$20	BCC	1931.301



Sign Language

Date	Day	Time	Age	Fee	Loc	Class#
7/10-7/31	Tue	7:30-9P	16+	\$30	BCC	1936.301
8/8-8/28	Tue	7:30-9P	16+	\$30	BCC	1936.302

Adventures With Tofu

An Interactive Workshop and Food Tasting

This fun, fact-filled, pure vegetarian cooking class is designed to banish your tofu timidity forever and expand your knowledge and repertoire of recipes. Studies suggest that eating tofu everyday may result in a healthier heart, stronger bones and reduced cancer risk. Do you feel befuddled about what to do with these soft white blocks? Learn how to transform the "spongy stuff" into a mouth-watering diversity of dishes. *\$10 materials fee payable to instructor includes generous food sampling and materials.

Date	Day	Time	Age	Fee	Loc	Class#
7/21	Sat	10A-1P	16+	\$30*	BCC	2010.301

Instructor David Gabbe has authored more than five books on vegetarianism, including *Why Do Vegetarians Eat Like That* and *The Going Vegetarian Cookbook*. A practicing vegetarian for more than 20 years, he currently teaches vegetarian cooking and nutrition at college and university health symposiums, seminars, and conferences throughout Southern California. Books will be available to purchase. For more information, call 990-7100.



A special unlimited pass to the Brea Community Center's Fitness Complex is available for only \$20 per month during the summer months! Great for college students home for the summer. This rate is only available for purchase June 1-August 15.

For registration information call 990-7100

THE BREA LINE • JULY-AUGUST 2001

Adult Excursions

Laughlin Turnaround

Take a turnaround excursion to the Flamingo Hilton in Laughlin, Nevada. Luxury coach transportation departs from the Brea Community Center at 6:30 a.m. and returns approximately 11 p.m. Trip includes eight hours of gambling and a free buffet at the hotel plus snacks on the bus. Must be 21 or older to participate. Registration deadline is September 17. No refunds after September 17. Add \$5 for those who do not live or work in Brea.

Date	Day	Time	Age	Fee	Loc	Class #
10/6	Sat	6:30A	21+	\$30*	BCC	5500/01



Tibbies Music Hall Excursion

See Broadway My Way, a musical extravaganza and a dazzling variety show that highlights talents of the waiters and waitresses. Includes round-trip deluxe motor coach transportation, reserved table seating at matinee show, and lunch at the Sequoia Conference Center in Buena Park. Register deadline is September 10.

Date	Day	Time	Age	Fee	Loc	Class #
10/21	Sun	12:45-6:30P	18+	\$58*	BCC	5505/01

Call 990-7100 to register for excursions.

At the Brea Senior Center

For older adults ages 55+

500 S. Sievers Avenue • (714) 990-7750 • Monday - Friday: 8 am-3 pm

Independence Day Celebration

Tuesday, July 3 • 10:30 a.m.

The Senior Center is celebrating our freedom and independence! There will be live entertainment and a delightful picnic-style lunch served at noon. Reservations are necessary. Tickets go on sale 2 weeks prior to the event. Buy your ticket(s) in the lobby 9-11:45 a.m., Monday-Friday. Call (714) 990-7219 for more details.



Insurance Seminars

Plan future health care and know your rights! HICAP (Health Insurance Counseling and Advocacy Program) helps you become an informed health insurance consumer with two free classes at the Brea Senior Center.

- **The Inside Story on HMO's**
Tuesday, July 24 • 10 a.m.
 - Detailed explanation of Medicare HMO plans
 - How HMO's contract with the government and what they are paid
 - Your obligations when you join
 - Your rights in the system
- **Who Can You Trust? Looking at Fraud in the Medicare System**
Tuesday, August 21 • 10 a.m.
 - Fraud undermines Medicare
 - Examples of Medicare fraud
 - What to do if you suspect fraud
 - The SCAMS (Senior Counselors Against Medicare Swindlers) Project
 - How to read your Medicare Statement

Parkinson's Support Group Meeting

Third Thursday of every month

2:30 p.m.
Orange Caregiver Resource Center holds monthly support group meetings at the Brea Senior Center. This group offers the opportunity to express feelings and concerns, share ideas, and receive support from fellow members. The group is free and open to Parkinson's patients (or patients with related disorders) and their caregivers, family members and friends.

Big C/little see

Presented by Stop Gap

Thursday, July 12 • 10:45 a.m.

FREE admission, no reservations necessary and everyone is invited. Big C/little see is a play performed by the professional actors of Stop Gap about breast cancer awareness and detection. With the help of the audience's participation, this play is a story about a woman who discovers a lump in her breast. The fear of cancer causes her to ignore her dangerous situation. Breast cancer is one of the most critical medical problems facing women today. We can only prevent deaths due to breast cancer through early diagnosis and treatments. For information, call (714) 990-7750.

Luau Celebration

Friday, August 10 • 10:30 a.m.

Throw on your grass skirt and Hawaiian shirt... IT'S HAWAII TIME! The Senior Center's annual luau is always a crowd pleaser and a reservation is required. Tickets are on sale two weeks prior to the event. For more information, call (714) 990-7219.



Stop By Our Booth at the July 4th Country Fair

The Brea Senior Center Participant Council is co-hosting a Kettle Korn booth at the Country Fair. So stop by the booth to enjoy the delicious flavor of Kettle Korn while knowing that a portion of the revenue goes to support much needed services at the Senior Center.

Brea Family Resource Center

Supporting Brea Youth and Families

Open: Monday and Wednesday, 9 am-9 pm;
Tuesday, Thursday and Friday, 9 am-6 pm; Saturday, 10 am-2 pm
Brea Community Center • 695 E. Madison Way • (714) 990-7150



Back-to-School Workshop Series

Sponsored by the North Orange County YMCA
Wednesday August 8, 15 & 22 • 9-11 a.m.
Students, grades 4th-8th can get a jump on the academic year with these fun and interactive workshops. A \$6 donation per session is suggested. Scholarships available.

Free Job Counseling

Sponsored by the North Orange County Regional One Stop Center
Each Wednesday • 9 a.m.-5 p.m.
Get one-on-one help with your job search, from resume assistance and interview workshops to training referrals and career planning. Call for a private appointment.

Affordable Family Counseling

Sponsored by Western Youth Services
Each Monday & Wednesday • 5-9 p.m.
Address issues of isolation and frustration or tackle communication problems in a quiet, confidential setting. Call (714) 990-7154 for an appointment.

Free Credit Counseling

Sponsored by Consumer Credit Counseling
Each Monday, Tuesday, Wednesday & Saturday - Hours vary
Don't let debt ruin your life! Trained counselors can assist you with your financial future. Call for a confidential appointment.

Alzheimer's Counseling

Sponsored by the Alzheimer's Association of Orange County
Second Thursday of each month • 10 a.m.-1 p.m.
If your spouse or family member is suffering from Alzheimer's, or they have yet to be diagnosed, free counseling from the Alzheimer's Association can be your first step to navigating the healthcare system, finding respite care, treatment and more. Call for an appointment.

Free Immunization Clinic

The County of Orange Health Care Agency and The Kiwanis Club of Brea invite the community (infants, children, teens and adults) to attend a Free Immunization Clinic to be held at Brea Baptist Church, 217 E. Birch, on Saturday, August 11, 10:00 a.m. to 2:00 p.m. No appointment is necessary. Parent or guardian must be present. Please bring all immunization records. For information regarding the types of immunizations being offered, call 1-800-564-8448.

Parenting Young Children

Sponsored by Community Service Programs
Wednesdays, July 11 - August 29 • 5:30-7:30 p.m.
Being a parent of a toddler is an emotional, rewarding and sometimes overwhelming experience. This free 8-week program is designed for parents with children, ages 2 through 5. Each skill-building session features information on nurturing and protecting your child, building a better understanding of developmental needs, developing social skills in your child, and working through the stress and problems that come with parenting. Class includes one-on-one coaching sessions with program coordinators, interactive sessions with your child and follow-up support sessions after the class ends.
Call to sign up for Summer 2001, or register for Fall 2001.

Youth Career Training & Summer Youth Employment Training

Sponsored by the North Orange County Regional One Stop Center
Monday & Friday • 2-5 p.m.
Brea teens and young adults, ages 14-21, can apply for the Youth Career Training Program or Summer Youth Employment Program. Both programs are designed to assist teens and young adults enter the job market. Jobs range from part-time to full-time positions and include opportunities with local government, arts programs, recreation and more. Some income requirements apply and space is limited. Call for an appointment.

Programs and Services:

- Parenting Classes
- Counseling
- Tutoring
- Scholarships
- Employment Services
- Financial Counseling
- Health Clinics
- English as a Second Language Classes
- GED Prep Classes
- Citizenship Classes
- Outreach
- Information and Referral
- Brea Job Center

Curtis Theatre

The Sound of Music

You'll be amazed as this talented young cast brings this favorite musical to life on stage. *The Sound of Music* opens July 26 and runs through August 12, with performances Thursday-Sunday evenings at 7:30 p.m. and Saturday and Sunday matinees at 2 p.m. Tickets are now on sale and shows sell out quickly. Prices are \$9.50 for adults and \$7.50 for children. Brea's Youth Theatre is produced in summer and winter by Stagehit Family Productions. *Oliver* will be presented in the winter 2002.



Kid's Culture Club

Share the excitement of live performances with your children! It's entertaining, interactive, inspirational and, don't tell them, but it's educational. Shows are held on Sundays at 1 p.m. and 3 p.m. Save money by purchasing the entire season. Individual tickets also available for \$6 per person.

• Sounds Better with Bells

November 18
The nationally acclaimed group, Campanile takes the stage with their fast-paced, powerful and playful tunes in this one of a kind concert.

• Jazz Tap Ensemble

December 9
Featuring three dancers and two musicians, this dynamic, toe-tapping performance will have everyone in the audience wanting to get up and dance!

• Letters to Harriet Tubman

February 10
Come sit a while on the porch with a famous American heroine, as she tells about the exciting adventures of her life. Interspersed with lively songs and spirituals, this is truly an inspirational presentation.

• The Irish Connection

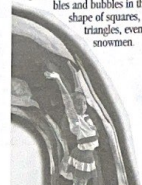
March 17
The Celtic Connection traces familiar American songs back to their Irish roots.

• The Stories of Little House on the Prairie

April 14
Meet Laura Ingalls Wilder (played by Judith Helton), as she shares stories of her pioneer girlhood and homesteading on the prairie.

• Bubblemania

May 5
An exciting, fun filled show based on the science of bubbles. Discover giant bubbles, kids inside bubbles and bubbles in the shape of squares, triangles, even snowmen.



Bubblemania

New Season

The Curtis Theatre is pleased to announce it's upcoming 2001-2002 season. Look for the new season brochure in your mailbox in mid-July.

Season highlights include:

• *Death*

October 5-21
A suspenseful mystery written by Anthony Shaffer.

• *Footworks*

Sun, October 28
Percussive dance and music ensemble.

• *A Buddy Holly Tribute*

Sat, November 3
Including a performance of Richie Valens' music.

• *Cecil B. DeMille Presents*

Fri and Sat, November 16 and 17
Film and TV actor, Richard Herd in a dynamic one-man show.



Golden Bough

• *Golden Bough*

Fri and Sat, December 7 and 8
A journey through a Celtic land during Christmas time.

• *All American Boys Choir*

Sat, December 15
Two performances for the holidays.

• *Forbidden Broadway*

Sat and Sun, February 2 and 3
The hilarious, laugh a minute parody of the Great White Way.

• *Debussy String Quartet*

Fri, February 8
Direct from France.

• *Isn't It Romantic*

Thu, February 14
A very special Valentine's Day treat, with stars of the Broadway stage.

• *Godspell*

February 22-March 10
The rock musical with new lyrics by Stephen Schwartz.

• *Laser Vandalville*

Sat, March 23
A treat for the entire family.

• *A Couple of Blaquards*

Fri, Sat and Sun, April 5-8
The Southern California premiere by Frank and Malachy McCourt.



Late Night Catechism

• *Late Night Catechism*

Thu and Fri, April 25 and 26
Back by popular demand, "Sister" will explain everything to you and leave you weak from laughter.

• *The Miracle Worker*

May 24-June 9
The touching, true life story of Helen Keller.

• *I Love You, You're Perfect, Now Change*

Fri, Sat and Sun, May 10-12
A hysterical musical look at relationships.

Art Gallery

Sunshine from Darkness Exhibition

The City of Brea Gallery, along with the National Alliance for Research on Schizophrenia and Depression, is proud to present *Sunshine from Darkness*. This extremely powerful and inspiring exhibition features over 60 works of art created by artists living with severe mental illness.

Often referred to as "Outsider Art," this traveling exhibition dispels the myth that art created by people suffering from mental illness is dark and depressing. These works are expressive, inspirational and highly creative.

The artwork in this exhibition is a reflection of the lives, experiences and talents of these specially gifted artists. Please join us for the opening reception of *Sunshine from Darkness* on Friday, July 20, from 7-9 p.m. Refreshments and live entertainment will be provided. As always, everyone is welcome to attend. Our openings are FREE. Please call the Gallery at (714) 990-7730 for more information.

Children's Workshops

• *Create Your Own Sketchbook*

Saturday, July 28 • 1-3:30 p.m. Class # 6530.301

A Sketchbook is an important tool for an artist, holding their ideas and visions. In this workshop, children learn how to use a sketchbook and see samples of sketchbooks from famous artists like Leonardo Da Vinci and Vincent Van Gogh.

• *Fundamentals of Drawing*

Saturday, August 11 • 1-3:30 p.m. Class # 6531.301

This workshop will teach children how to use basic drawing principles including shape, line, color and composition to create drawings from both real life and their imagination. Children learn about different styles and techniques through the works of famous artists like David Hockney and William De Kooning.

All workshops are for children ages 6-12, children 5 years of age must be accompanied by an adult. \$5 per child for materials, instruction is free. Please call the Brea Community Center to register (714) 990-7100.

Calling All Artists!

It's that time again! The City of Brea Gallery is once again accepting slides for their 17th Annual Juried Art Exhibition and Sale. Artists may receive cash awards as well as have their works seen by the public and perhaps purchased. This year's juror will be Scott Ward, Director of the Armory Center for the Arts in Pasadena. The deadline to receive slides is Monday, November 19 and the exhibition will run January 19-March 22, 2002.

Artists may call the Gallery at (714) 990-7730 to request an entry form. Brea residents are entitled to one free entry and each entry after that is only \$10.

As part of Made in California, the City of Brea Gallery and the Kowanz Club of Brea will be sponsoring a citywide Youth Art Competition. So parents, hang on to your children's artwork over the summer, as the gallery will be accepting youth entries until Monday, December 3 at 4 p.m.

For more information, contact the Gallery at (714) 990-7730

New Art in Public Places

Two new sculptures have been added to Brea's renowned Art in Public Places collection. Avalon's Legacy, by Tanya Rajir, features a bronze ballerina mother and child.



The pair graces the corner of the Olson Company's Artisan Walk single family homes at Imperial and Flacencia. An untitled, contemporary stainless steel work, by Guy Dill, can be seen at the corner of Paente and Marine Streets. It invites viewers to enjoy the garden and pond area created for Sekisui TA Industries. These new sculptures bring Brea's collection to 129 outdoor sculptures.

Gotta Have Art Banners Brighten the Halls of the Community Center

Stop by the Community Center to see colorful banners created, designed and painted by Brea's youth at the 7th annual Gotta Have Art event held on May 19. The new works will be displayed for one year along the Community Center concourse walls, each expressing their version of this year's theme, "Character Counts!" Many thanks to Brea Rotary for sponsoring the event with art supplies, award ribbons, refreshments, and T-shirts for each participant. Special recognition was awarded in four categories: Best Use of Theme: Brea Junior High; Design: Tiny Toys; Imagination: Art Masters Program; Color: Arroyista Elementary. Congratulations to all the participating teams which also included Brea Boys & Girls Club, Cub Scouts Pack 589, Girl Scout Cadette Troop 272, Girl Scout Troop 1231, Country Hills Elementary, Laurel Elementary, Mariposa Elementary, North Hills Church, Olanda Elementary, and St. Angela Merici School.



dream smile care relax hope believe to the curtis theatre

Curtis Theatre Box Office Hours: Tuesday through Friday, 11 a. to 2 pm, Saturday, 10 am to 1 pm; and one hour prior to performance.

To order tickets: Call 990-7722 with credit card, fax us at 990-7635 or e-mail us at: curtis theatre@ci.brea.ca.us

The Curtis Theatre is located at the Brea Civic & Cultural Center, 1 Civic Center Circle, Brea

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Gallery Hours: Wednesday, Thursday and Sunday, 12 to 5 pm; Saturday and Friday, 12 to 8 pm. Closed Monday, Tuesday and holidays.

Admission: \$1 for adults and free for ages 17 and under. Call 990-7730. Brea residents FREE on Sundays.

The Brea Gallery is located at the Brea Civic & Cultural Center, 1 Civic Center Circle, Brea

THE BREA LINE • JULY-AUGUST 2001



Brea's Community Volunteer Program



"People Make a Difference One By One"
One By One we can all make a difference in the community around us. Volunteer on your own, with a friend, with co-workers, with your family. Everyone has something to give! To find out more about these and other volunteer opportunities, contact Brea's Community Volunteer Coordinator at (714) 990-7175 or e-mail loism@ci.brea.ca.us

YOU CAN HELP

Active Christians Today
Volunteers are needed to help pack food for area seniors and the needy on the first Monday of each month at St. Angela Merici Catholic Church.

Brea Community Hospital Auxiliary
Friendly, energetic volunteers are needed to help in the gift shop, transport patients in wheelchairs, deliver mail and flowers, greet and direct visitors and assist with light filing. Must be 18.

Brea Fest
Volunteers are needed to take food sample tickets, assist restaurants serve food and drink, sell food sample tickets, usher in the Curtis Theatre, help in the Art Gallery, and decorate. Volunteers age 16 years and older are encouraged to help at this annual event.

Brea Gallery
Want to have fun, meet people, and make a contribution to the community all at the same time? Become a Brea Art Gallery Docent. Volunteer docents are needed to give gallery tours Wednesday-Friday, 12 to 2 p.m.

Brea Historical Society
Brea's history is your heritage! Donate items of local historical significance to the museum or volunteer to help archive items such as photos, maps, and mementos.

Curtis Theatre
Here is your opportunity to join in the fun while working as a volunteer at the Curtis Theatre.

MAKE A DIFFERENCE IN A CHILD'S LIFE

Boys Hope Girls Hope
Volunteers with large hearts and able bodies are needed to spend time with one of our hurt and at-risk 8 to 14 year children. Must be 21 years old and willing to take an active interest in a child's life for one year.

Brea Boys and Girls Club
The club is looking for volunteers to become Homework Club assistants, help with arts & crafts, and sports activities.

Camp Fire Boys and Girls
Camp Fire is looking for responsible, caring adults who are willing to plan, organize and

act. Theatre ushers are needed to take tickets, seat patrons, hand out programs, and sell concessions. Volunteers age 16 to adult are needed Friday, Saturday, and Sunday. All potential volunteers must attend orientation/training.

Friends of the Brea Library
Do you have a few hours available during the day, if so, the Friends of the Brea Library is in need of people to work in the Library Bookstore during day time and early evening hours.

Orange County Child Abuse Prevention Center
Make a difference in the lives of families in Orange County! The Child Abuse Prevention Center is looking for volunteers to go into the community and help break the cycle of child abuse by becoming a parent mentor to a family in need of help. All volunteers receive 16 hours of training and orientation in child abuse and parent education.

Sheepfold
Help Sheepfold in their mission to provide safe refuge to abused homeless mothers and children. Donate new clothing and food items to the Sheepfold Thrift Store. Volunteers needed to work in the Thrift Store, 1330 No. Glassell, Orange, CA.

YMCA New Horizons
Volunteers 16 years and older are needed to assist developmentally disabled individuals during Friday night and weekend activities. The YMCA will pay for all activities such as bowling, amusement parks, theaters, concerts or sports events.

SHARE YOUR TIME WITH SENIORS

Alzheimer's Association
The Alzheimer's Association is seeking volunteers to help patients who suffer from the disease and provide assistance to their caregivers. Volunteers visit caregivers and patients in their homes. Training provided.

Brea Senior Center
Do you have basic knowledge of computers? You may be the volunteer instructor we are looking for to teach our seniors how to get around the internet and to use e-mail along with teaching basic computer skills. Instructors are needed Monday and Wednesday 1 to 2:15 p.m.

Easter Seals Senior Day Care
Easter Seals is holding its first annual "Pennies From Heaven" promotion. Donate your pennies to the Brea Easter Seals Senior Day Care Center from June 1 through August 31, 2001. All donated pennies will be sorted, counted and wrapped by the seniors. In addition to counting pennies, they would like you to join them in counting blessings. A collage of stories about how pennies (or money in general) have changed a life will be created at the Center. Please share your stories and your pennies.

COMMUNITY PROJECTS

Brea Lions Scout Center Restoration
It's not done yet! Join Brea Scouts and their families on the third Saturday of each month for "Restoration Saturdays" at the Old City Hall building on Brea Blvd. Volunteers must be 16 and older.

Brea Branch Library
Brea teens with space in their summer schedules are needed to help young children learn to read. Become a volunteer for the library's summer "Space" reading program. Teens are needed in the "Space Station" to sign children up for the program, monitor the number of books read, and to give out prizes.

St. Angela Merici Catholic Church Mobile Pantry
Volunteers are needed to help with food distribution to the needy the first Friday of every month from 8:30 until 11 a.m.



City Recap

A Review of City Council Actions on Ordinances, Hearings and Contracts

Council RECAP 4/3/01 thru 5/15/01

Zoning Code Changes

Various zone changes were recently approved to establish land use designations and regulations within the Tomlinson Park Specific Plan generally bounded by Central Avenue on the south, Berry Street on the east and residential tracts on the north and west, and zoning designations were added to the single family residential properties generally located on Bexley Lane east of Puente Street in anticipation of annexation.

Expense Allowance Established for City Commissioners

Subsequent to the results of a survey of the ten-city labor market, the City Council reinstated an expense allowance for City Commissioners as follows:

- Planning Commissioners - \$75 per month
- Parks, Recreation and Human Services Commissioners - \$30 per month
- Cultural Arts Commissioners - \$30 per month

General Plan Advisory Committee

As part of the General Plan Update process, a public outreach effort is planned including: community workshops, the use of a General Plan Advisory Committee (GPAC), focused interviews with key stakeholders, the use of a staff Technical Committee, joint workshops with the City Council and Planning Commission, a community newsletter, a special website dedicated to the

General Plan update process, a school curriculum to involve Brea's youth, as well as the legally required public hearings. The first step is the establishment of a GPAC. The GPAC will consist of six "at large" members, one member of the development community, and one member from each of the following: Planning Commission, Street, Senior Center Leader Council, Wildlife Corridor Conservation Authority, Chamber of Commerce and Ministerial Association.

Five Year Lease for Brea Chamber of Commerce

The Brea Chamber of Commerce has been a tenant in the Civic and Cultural Center since April of 1985. A new lease agreement for the current 1,550 square feet of space was approved for a five-year term expiring on December 31, 2005.

Conservation Easement - Olinda Ranch Project

Approximately 100 acres of land immediately north of the Olinda Ranch Specific Plan area will be protected from future development by means of a conservation easement. The land will remain in oil company ownership and will be used for ongoing oil production activities. The City will provide maintenance of the open space areas within the conservation easement. The lands will remain in a natural state and a very limited level of maintenance is anticipated to be necessary from time to time such as brush clearance for fire safety.



Officer Robb Block was congratulated by Captain David Carlock and Lt. Billy Hutchinson after receiving recognition from the Orange County Theft Advisory Committee. He is among the top five law enforcement officers in recovery of stolen vehicles in the county last year. Officer Block, who is assigned to the uniform patrol

division, was responsible for 11 recoveries between Brea and Yorba Linda. His work to date has resulted in arrests and several successful prosecutions of auto theft suspects. This is another example of outstanding work from Brea's finest.

At the Brea Branch Public Library



The Brea Library is located in the Brea Civic & Cultural Center at the corner of Birch & Randolph. For more information, please call (714) 671-1722.

2001 Summer Reading Program

June 21-August 31

"Books and Beyond: Take Me to Your Reader" For Preschool - 6th grade
"2001-A Book Odyssey" For 7th-12th grade

Prizes given for books read! Special prize drawings at each event

Special Events

Thursdays 2:00-2:45 p.m.

June 21 **Space Crafts**

June 28 **Galaxy Quest & Her Live Animals**

July 5 **Teen Talent Puppet Show**

July 12 **Animal Magic with John Abrams**

July 19 **Look to the Stars Talent Show**

*Share your talent Auditions: Wednesday, July 11 or Monday, July 16 at 4:00 p.m.

July 26 **Falcon's Court with Live Hawks, Falcons, & Owls**

August 2 **Pet Show**

August 9 **Ice Cream Social**

Curious Kids' Preschool Storytime

Mondays • 11-11:30 a.m.

For children ages 3-5

Stories, Songs, Puppets, & Activities!

No sign-ups required

Step-Into-Stories Family Night

3rd Tuesday of each month • 7-7:30 p.m.

For all ages!

An evening of stories, crafts, and family fun!



Mayor's Youth Award Winners Give Back to Community

A record number of 25 seniors from Brea Olinda High School were presented with medallions for the Brea Mayor's Youth Service Award at the school's awards night. These medals are proudly worn at the graduation ceremony. The students' combined service hours totaled 4,606, making for a significant contribution to the Brea community. At the July 17 City Council meeting these students will be officially recognized and thanked.

At the junior level there are also 22 students who participated in this volunteerism program. They will continue to build on 3,555 hours already served and are likely to earn medallions at next year's senior awards night ceremony.

The Brea Mayor's Youth Service Award was created in December 1997 to encourage high school students to establish a sense of volunteerism to the Brea community. Hours counted towards the Mayor's Award must be in addition to any such service hours that may already be required for social clubs or other graduation criteria. The award is available to Brea residents attending any area high school, public or private, as well as students who may be home-schooled. Information and tracking forms on the program are available at the Brea Community Center or by phoning (714) 990-7799.

SENIORS	
Aysun Azimi	Amanda Kenning
Alison Becher	Bethany Klewer
Jeff Brown	Calvin Kwan
Matthew Case	Cindy Lan
Hanna Chung	Alicia Lazzareschi
Jessica Fox	Ben Mayberry
Lyndsey Guzik	Heena Patel
Eric Hettwer	Joshua Petrie
Betty Ho	Mandi Prince
Shannon Holer	William Shin
Mallory Howe	Lisa Vitkus
Man Huynh	Jenna Yezarski
Urvashi Iyer	

JUNIORS	
Annette Ahn	Alex Liu
Jesse Alvarez	Lynn Nichols
Sophia Chen	Caleb Petrie
Heather Cotton	Bill Rasoul
Schuyler Eastin	Sangeetha Reddy
Nikki Herrera	Kishan Reddy
Natalie Jackson	Ricki Sheridan
Lori Koizumi	Inna Shub
Andrea Lanzisera	Greg Terrazas
Priscilla Lee	Garen Toriuian
Karen Lee	Kambria Toya

Tune in to Cable Channel 3

City Council Meetings
1st & 3rd Tuesday of the month 7 p.m.
Replays: Monday & Thursday 7:30 p.m.



Video Brea Line
Monday and Thursday 7 p.m.
Monday - Sunday 10 a.m.
Find out about events, programs and services in and around Brea.

Brea Beat
24-hours, seven-days a week (except when pre-empted by program segments)

Special Programming
Nature, travel, safety-related programming and more!
Channel 3 program dates and times may vary. Call 990-7725 for information.

Refuse Rates Adjusted

Effective July 1, 2001
The Brea City Council approved an increase in commercial and residential refuse rates following a public hearing at the June 5 council meeting. The new residential rate is \$14.81 per month, an increase of 52 cents. New commercial rates are \$99.63 per month for a typical three-yard bin.

The City of Brea's refuse service is operated as a separate Sanitation Enterprise Fund. This is run like a business which means all costs must be covered by the customers. Increases in the Consumer Price Index (CPI) combined with increased amounts of trash being disposed of in the landfill necessitated a change in rates.

Please call (714) 990-7687 for additional information.

City of Brea
Civic & Cultural Center
1 Civic Center Circle
Brea, CA 92821

BULK RATE
U.S. POSTAGE
PAID
BREA, CA 92821
PERMIT NO. 56

Postal Customer
Residential/Business
Brea, CA 92821

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How Are We Doing? Tell us with a Brea CITYGRAM

Questions? Suggestions? Concerns? Compliments?

How are we doing? Hearing from you is very important to us. Are you curious about a City service or program? Do you have an idea that you'd like to share? Is there a City employee who did a particularly good job helping you recently? The City of Brea would like to hear from you. Send your comments on a CITYGRAM and you will receive a prompt response from the appropriate City department.

Name _____ Date _____

Address _____

Zip Code _____ Day Phone _____

Send your comments about your city government to: City of Brea, Communications and Marketing Division, 1 Civic Center Circle, Brea, CA 92821 or E-mail at "tellus@ci.brea.ca.us"

DESCRIPTION OF DUTIES OF THE STANDING COMMITTEES

WAYS & MEANS-Devise, coordinate, and execute (with the assistance of the board of directors) a strategy for fundraising efforts. Will work closely with the other board members.

DONATION ACCEPTANCE-Determine whether to accept, or decline, all donations from whatever source. Will require final board approval.

HOSPITALITY-Arrange for any necessary flowers, decorations, food, or drinks at any appropriate functions.

MEMBERSHIP-Devise, coordinate, and execute (with the assistance of the board of directors) a strategy for bringing in new members. Will work closely with the other board members.

MUSEUM CURATORS-Coordinate the theme and rotation of any and all displays, the museum floor plan, and the cleaning of the museum and office area. Must maintain excellent line of communication with the board of directors.

DOCENTS-Essentially perform as tour guides of the museum for any and all scheduled group, or personal, visitations.

PUBLICITY-Cultivate, and arrange, for any possible press and media coverage of events, activities, etc. Cooperate with any outside requests for information.

PHOTOS-Handle any and all requests for sales of photographic prints upon the approval of the board of directors and adherence to existing policy. Also, catalog and maintain file of negatives and prints.

SPRING FLING-Coordinate the overall preparation and arrangements.

VOLUNTEER TRAINING-Properly train all new museum volunteers.

CURRENT HISTORY-Collect any and all appropriate and current newspaper and magazine articles on the Brea Historical Society and City of Brea.

GENEALOGY-Hold periodic classes for the general public.

Membership List

Page 1
2/9/02

Name	Street Phone, Fax	Title and Organization City/State/Zip Email	Country Date
Aera Energy LLC, P O Box 11184 Ph: 714-577-9154 Codes: Patron		Bakersfield, CA, 93389-1184	
Alexander, Franklin D. P O Box 1679 Ph: 760-243-1214 Codes: Individual		Helendale, CA, 92342-1679	20030201
Arczynski, Barbara & A V 612 S Maple Ave Ph: 714-529-5940 Codes: Family		Brea, CA, 92821-6639	20030201
Armstrong-Post, Ella 25861 San Felipe Dr Ph: 909-301-0019 Codes: Individual		Hemet, CA, 92544-5143	
Baker, James S. 1148 N Richman Ave Ph: 714-871-7397 Codes: Individual		Fullerton, CA, 92835-3738	20030201
Baker Callahan, Harriet 3119 Lake Alband Cir Ph: 408-238-9804 Codes: individual		San Jose, CA, 95135	
Beach, Shirley & Bob 130 Clove Pl Ph: 714-529-1481 Codes: Family		Brea, CA, 92821-3302	20030201
Beckley, Todd & Kim 548 Silver Canyon Way Ph: 714-990-1086 Codes: Family		Brea, CA, 92821-3545	
Bergman, Elsie 338 S Redwood Ph: 714-529-2651 Codes: Individual		Brea, CA, 92821-5416	20030201
Bergman, Walt F. 4043 Alto Ave Ph: 702-452-7943 Codes: Individual		Las Vegas, NV, 89115-3207	
Bickel, John 831 W Lemon Ph: 714-990-2972 Codes: Family		Brea, CA, 92821-5226	20030201
Bickel, Robert & Shirley 405 Arovista St Ph: 714-529-3222 Codes: Family		Brea, CA, 92821-5265	20030201
Biggs, Lynn & R G 609 S Live Oak Dr Codes: Sponsor		Anaheim, CA, 92805-4814	
Blackmore, Glenn C 14462 Crest Dr Ph: 760-245-1255 Codes: Individual		Vctorville, CA, 92392-4604	
Blake, Richard & Estelle 403 Thunderbird Ct Codes: Family		Fullerton, CA, 92835-2731	

Membership List

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Name	Street Phone, Fax	Title and Organization City/State/Zip Email	Country Date
Blystone, Lynn & Patti P O Box 1105 Ph: 661-831-2547 Codes: Family		Bakersfield, CA, 93302-1105 lpblystone@sbc global net	20030201
Blystone, Reta P O Box 0453 Ph: 714-533-4470 Codes: Individual		Brea, CA, 92822-0453	20030201
Bouse, Doyle 507 Six Nations Ave Ph: 714-524-0235 Codes: Individual		Placentia, CA, 92870-1544 DBBouse@aol.com	20030201
Bowland, Billie J 1133 Elm St Ph: 714-529-2242 Codes: Individual		Brea, CA, 92821-6626	20030201
Bowlby, Barbara 430 E. Locust Ph: 714-529-1475 Codes: individual		Brea, CA, 92821-6549	
Brannon, Edna M. 404 E Imperial Hwy #B Ph: 714-255-8543 Codes: Individual		Brea, CA, 92821-5539	20030201
Brea Noon Lions Club, 913 Harvey Drive Ph: 714-529-6106 Codes: Patron		Brea, CA, 92821-2023	
Bremmon, Cindy 1414 W. Central Ave #22 Ph: 714-690-5331 Codes: individual		Brea, CA, 92821-2405	
Brown, Frances 3556 N Duke Ave #160 Codes: Individual		Fresno, CA, 93727-7829	20030201
Browning, Marjorie 410 N E Birch St Codes: individual		Issaquah, WA, 98027-0018	20030201
Buonauro, Richard & Sheila 1623 N Dorothy Dr Ph: 714-990-9147 Codes: Sponsor		Brea, CA, 92821-1821	
Byers, Imogene A. 344 Brookdale Place Ph: 714-525-2206 Codes: Individual		Fullerton, CA, 92832-1426	20030201
Campbell, John & Barbara 326 Lindo Ave Ph: 949-675-2849 Codes: Family		Balboa, CA, 92861-1132	20030201
Canavan, Dennis P O Box 9034 Codes: Individual		Brea, CA, 92822-1132 offcourse@earthlink.net	20030201
Canon, Kathy 1414 W Central Ave #21 Ph: 562-690-9522 Codes: Individual		Brea, CA, 92821-2405 kaliopesmyth@earthlink.net	20030201

Membership List

Name	Street Phone, Fax	Title and Organization City/State/Zip Email	Country Date
Carpenter, Geraldine C.	314 E Fir Ph: 714-529-3527	Brea, CA, 92821-6537	
Codes: Individual			
Collins, Joyce L.	18421 Lemon Dr #209 Ph: 714-525-3264	Yorba Linda, CA, 92886-2493	
Codes: Individual			
Connor, John & Juanita	P O Box 6455	Big Bear Lake, CA, 92315-6455	
Codes: Family			
Corollo, Evelyn	736 Terrace Lake Dr Ph: 562-691-3913	Brea, CA, 92821-2839	20030201
Codes: Individual			
Crabtree, Attn: David	1 Civic Center Drive Ph: 714-990-7674	City of Brea Brea, CA, 92821-5732	
Codes: Individual			
Craig Clearing, Thomas	577 E Mallard Dr	Fresno, CA, 93720-1228	
Codes: Family			
Cramer, Esther R.	600 Linden Lane Ph: 562-697-1271	La Habra, CA, 90631-3124	
Codes: Individual			
Crom, Tom	200 Willowmere Drive	Folsom, CA, 95630-2728	20030201
Codes: Individual			
Crow, Jim & Pauline	829 S Chestnut Ph: 714-529-3295	Brea, CA, 92821-6404	20030201
Codes: Family			
Daucher, Don & Lynn	990 W Birchcrest Ave Ph: 714-529-7919	Brea, CA, 92821-1803	
Codes: Family			
Davidovich, George & Nada	520 Linden Way Ph: 714-529-4071	Brea, CA, 92821-5231	
Codes: Family			
Davies, Frank & Connie	719 Cedar Ave Ph: 714-529-4159	Brea, CA, 92821-6610	20030201
Codes: Family			
Day, Frank & Virginia	P O Box 1445 Ph: 714-529-0162	Brea, CA, 92822-1445	20030201
Codes: Family			
Day, Patricia L.	626 N Dearborn #38	Redlands, CA, 92374-3947	20030201
Codes: Individual			
Day, Sharon	824 4th Street	Lewiston, ID, 83501-2342	
Codes: Individual			

Membership List

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Name	Street Phone, Fax	Title and Organization City/State/Zip Email	Country Date
Dean, Larry & Sharon	300 S Cedar Ave Ph: 714-529-6186	Brea, CA, 92821-6601	20030201
Codes: Family			
Dedic, Eleanor J.	23578 Villena Ph: 949-587-1802	Mission Viejo, CA, 92692-1851	20030201
Codes: Individual			
deGraaf, Lawrence B.	1139 Naples Ave	Placentia, CA, 92870-4114	20030201
Codes: Family			
DeRusha, Nannette N.	350 E Knoll Ct Ph: 714-671-1660	Brea, CA, 92821-3657	20030201
Codes: Individual			
Domenico, Ernie & Marie	675 N Driftwood Ph: 714-529-6640	Brea, CA, 92821-3533	20030201
Codes: Family			
Drake, Edwina J.	612 S Cedar Ph: 714-529-3040	Brea, CA, 92821-6607	
Codes: Individual			
Dudding, Lloyd	137 N Orange Ave #118 Ph: 714-256-4324	Brea, CA, 92821-5020	
Codes: Individual			
Eseltine, Aaron & Mary	808 Mulberry Ave Ph: 714-529-2722	Brea, CA, 92821-6457	20030201
Codes: Family			
Fanning, William & Donna	334 E Riverview Ave Ph: 714-637-7648	Orange, CA, 92865-1130	20030201
Codes: Sponsor			
Fox, Don & Pat	806 Alder St Ph: 714-529-2497	Brea, CA, 92821-6655	20030201
Codes: Family			
Fox, Roberta	9681 Crestview Cir Ph: 714-637-3943	Villa Park, CA, 92861-1311	20030201
Codes: Individual			
French, Vonnie	414 Imperial Hwy #B Ph: 714-529-3872	Brea, CA, 92821-5539	20030201
Codes: Individual			
Frost, Thomas & Rhea	160 Lilac Lane Ph: 714-524-7186	Brea, CA, 92821-7029	20030201
Codes: Sponsor			
Givans, Dean	420 Catalpa Ph: 714-529-1085	Brea, CA, 92821-5208	20030201
Codes: Individual			
Goddard, Marie	2700 Carbon Canyon Rd #96	Brea, CA, 92821-7050	
Codes: Family			

Membership List

Name	Street Phone, Fax	Title and Organization City/State/Zip Email	Country Date
Goff, Gary D.	3805 Spurr Cir Ph: 714-528-3561	Brea, CA, 92821-6333	20030201
Codes: Individual			
Gray, Dennis & Jill	607 S Orchard Pl Ph: 714-879-2367	Fullerton, CA, 92833-4138	20030201
Codes: Family			
Green, D D S, Thomas M & Stacey	334 S Brea Blvd Ph: 714-529-9941	Brea, CA, 92821-5336	20030201
Codes: Family			
Gregory, Susan	924 S Lantana Ave Ph: 714-255-0425	Brea, CA, 92821-6448	
Codes: individual			
Grosse, Jim & Leslie	575 E. Buttonwood Drive Ph: 714-990-1261	Brea, CA, 92821-3525	20030201
Codes: Family			
Gwartney, Carol	8817 Star Crest Drive Ph: 702-256-4540	Las Vegas, NV, 89134-8408	
Codes: Individual			
Hampson, Gary & Teresa	580 E Stone Canyon Way Ph: 714-990-2141	Brea, CA, 92821-2614	
Codes: Family			
Hango, John D.	1325 Ponderosa Ave	Brea, CA, 92821-2535	
Codes: Individual			
Harder, Paul & Cleta	1024 Ethelinda Way Ph: 714-529-4418	Brea, CA, 92821-2021	20030201
Codes: Family			
Harmon, Austin	13271 Fairmont Way Ph: 714-838-2436	Santa Ana, CA, 92705-1828	20030201
Codes: individual			
Hendricks, June	13070 Beckwith Rd #A Ph: 209-533-0943	Sonora, CA, 95370-6985	
Codes: Sponsor			
Hodkins, Dudley & Dale	320 S Flower Ph: 714-529-2607	Brea, CA, 92821-5436	
Codes: Family			
Holland, Jr., John J	18 Beaconsfield Ct. Ph: 925-376-4539	Orinda, CA, 94563-4204	20030201
Codes: individual			
Holton, Dora M.	3858 Gardenia Ph: 562-424-7110	Long Beach, CA, 90807-4327	
Codes: Individual			
Hosler, Shirley A.	319 W Lambert Rd #64 Ph: 714-529-5322	Brea, CA, 92821-4051	20030201
Codes: Individual			

Membership List

Name	Street Phone, Fax	Title and Organization City/State/Zip Email	Country Date
Jaslin, Michael	212 Juniper	Brea, CA, 92821-9533	
Codes: individual			
Kinsler, Marge	330 Magnolia Ph: 714-529-2454	Brea, CA, 92821-5412	
Codes: Family			
Kratz, Frances Warner	251 Apple Tree Drive Ph: 610-566-8732	Media, PA, 19063-1928 FWKratz@CS.com	20030201
Codes: individual			
LaNeve, David	260 W. Birch St Ste B	C/O LaNeve Photography Brea, CA, 92821-4939	20030201
Codes: Individual			
Lees, Carole	183 N Pennsylvania	Lake Elsinore, CA, 92530	20030201
Codes: Individual			
Logemzan, Sue	1724 E. Mimosa Place Ph: 714-671-0604	Fullerton, CA, 92835	20030201
Codes: Sponsor			
Lorea, Kathleen B.	414 E Imperial Hwy #A Ph: 714-529-4685	Brea, CA, 92821-5539	20030201
Codes: Individual			
Lundgren, Betty	1207 Hollydale Dr Ph: 714-525-5716	Fullerton, CA, 92831-2017 BettyLu@webtv.net	20030201
Codes: Individual			
Lynch, Margaret A.	13001 Springwood	Santa Ana, CA, 92705-1348	
Codes: Individual			
Lyng, Jonathan & Laurie	624 Cedar Ave Ph: 714-529-8227	Brea, CA, 92821-6607	
Codes: Family			
MacKain, Leonard & Helen	501 S Poplar Ph: 714-529-3666	Brea, CA, 92821-6652	20030201
Codes: Family			
Maestrejuan, Dave	1955 Lark Ellen	Fullerton, CA, 92835-2230	20030201
Codes: Individual			
Maestrejuan, Terry	4490 Vista Ranch Rd	Yorba Linda, CA, 92886-2045	20030201
Codes: Individual			
Maestrejuan, Vannoye	616 Magnolia Ph: 714-529-3561	Brea, CA, 92821-6552	20030201
Codes: Family			
Makins, Doug	43124 Luron Dr Ph: 510-651-5091	Fremont, CA, 94539-5730	
Codes: Gift membership			

Membership List

Name	Street Phone, Fax	Title and Organization City/State/Zip Email	Country Date
Makins, Earl	8746 Oakthorn Cir Ph: 909-653-9007	Riverside, CA, 92508-3137	
Codes: Gift			
Makins, Edna	P O Box 455 Ph: 714-529-1755	Brea, CA, 92822-0455	
Codes: Individual			
Makins, Perry	5404 W Cerritos Dr Ph: 714-633-6706	Orange, CA, 92869-1331	
Codes: Individual			
Mansur, Wade & P J	180 Olinda Drive Ph: 714-528-4240	Brea, CA, 92823-7036	20030201
Codes: Family			
Manuel, Darwin & Betty	140 Copa De Oro Ph: 714-528-5778	Brea, CA, 92823-7013	
Codes: Family			
Mathews Barry, Esther	2040 Chestnut Creek Rd Ph: 909-861-6089	Diamond Bar, CA, 91765-3113	20030201
Codes: Sponsor			
Mayberry, Steven	143 S Flower Hill St Ph: 714-993-2904	Brea, CA, 92821-4751	
Codes: Individual			
McAnally, Marcia	1710 San Carlos SW	Albuquerque, NM, 87104-1126	
Codes: Gift			
McBride, Don	711 W Lambert Rd	Don McBride Company Brea, CA, 92821-2904	20030201
Codes: Family			
McConnell, Hugh	120 Mesa Vista Court Ph: 435-628-3897	Ivins, UT, 84738-6026	20030201
Codes: individual			
McGrann, Janis Guyn	601 Pippo Ave Ph: 925-516-0773	Brentwood, CA, 94513-1427	
Codes: Sponsor			
McKnight, Mickey	41 Oakmont-Pines Lakes Ph: 928-778-5844	Prescott, AZ, 86305-5055	20030201
Codes: individual			
Millar, Victor	P O Box 2606	Rancho Santa Fe, CA, 92067-2606	
Codes: Family			
Millen, Betty W.	420 S Poplar Ave Ph: 714-529-3289	Brea, CA, 92821-6649	20030201
Codes: Individual			
Moore, Elwood Paul	18755 W Bernardo Dr #1149 Ph: 858-487-4275	San Diego, CA, 92127-3000	20030201
Codes: Family			

Membership List

Name	Street Phone, Fax	Title and Organization City/State/Zip Email	Country Date
Moore, Roy	1011 Delay St Ph: 714-529-6173	Brea, CA, 92821-1911	20030201
Codes: Individual			
Muhovich, Lori & Mike	101 S Redwood Avee Ph: 714-529-9703	Brea, CA, 92821-4922	20030201
Codes: Family			
Murase, D.C., Ron	411 S. Associated Rd Ph: 714-672-0830	Brea, CA, 92821-5802	20030201
Codes: Sponsor			
Myers, Kirsten & Todd	401 N. Parsons St Ph: 714-577-3158	La Habra, CA, 90631-4320	20030201
Codes: Family			
Myhre, Leland & Jacquelyn	2216 E White Lantern Lane	Orange, CA, 92867-1718	
Codes: Family			
Neal, Ruby	309 Concord Ave	Fullerton, CA, 92831-4220	20030201
Codes: Individual			
Neverka, Randy W.	6050 Lakeview Ave	Yorba Linda, CA, 92886-5317	
Codes: Individual			
O'Brien, Jane	1608 Wardman Dr Ph: 714-529-8550	Brea, CA, 92821-1849	
Codes: Individual			
Odle, Bob	2964 Airway Ave Ph: 714-557-3198	Odle & Associates Costa Mesa, CA, 92626-6018	20030201
Codes: sponsor			
Olmsted, Karl A.	1401 E Melody Lane Ph: 714-526-4423	Fullerton, CA, 92831-2032	20030201
Codes: Individual			
Olympic Packaging Co, Inc,	569 W Mercury Lane	Brea, CA, 92821-4831	20030201
Codes: Family			
Oxandabourne, Audrey	P O Box 599 Ph: 530-581-4594	Tahoe City, CA, 96145-0599	20030201
Codes: Individual			
Pacific Western National Bank,	275 N Brea Blvd Ph: 714-671-6800	Brea, CA, 92822-1147	
Codes: Corp Sponsor			
Packham, Wilameena & Merle	22234 Cassel Ave Ph: 530-335-3757	Cassel, CA, 96016-9530	
Codes: Family			
Parker, Glenn	833 Elkridge Ph: 714-671-1515	Brea, CA, 92821-2307	
Codes: Family			

Membership List

Name	Street Phone, Fax	Title and Organization City/State/Zip Email	Country Date
Paxton, Leonard & Barbara Codes: Family	221 Saint Crispin Ave Ph: 714-990-0289	Brea, CA, 92821-4033	20030201
Peery, Mr & Mrs M B Codes: Individual	1580 Geary Road #208	Walnut Creek, CA, 94596-2743	20030201
Perry, Gil Realon & Bev Codes: Family	2241 Shadetree Ph: 714-671-1446	Brea, CA, 92821-4424	20030201
Phelps, Howard & William Codes: family	601 Pippo Avenue Ph: 925-516-0773	Brentwood, CA, 94513-1427	
Phillips, Garry & Monica Codes: Patron	2687 Belinda Ct Ph: 714-528-7523	Fullerton, CA, 92635-2965	
Piantoni, Leo & Wilda Codes: Family	880 Morningside Dr #M219	Fullerton, CA, 92835-3579	
Pickner, Laura Codes: Individual	1325 233rd St SE	Bothell, WA, 98021-5804	20030201
Popyk, Deana Codes: Individual	1030 Mariposa Dr	Brea, CA, 92821-2551	20030201
Ralph, Kathleen Codes: Individual	320 Winding Lane Ph: 714-529-7580	Brea, CA, 92821-4526 kralph@whittier.edu	20030201
Reese, Frances Codes: Individual	224 Coral Ave Ph: 949-673-1356	Balboa Island, CA, 92662-1143	20030201
Richards, Dick Codes: Family	P O Box 800	Burney, CA, 96013-0800	20030201
Richardson, Jim & Pam Codes: Family	5631 Via Ceresa	Yorba Linda, CA, 92886-5349 JimR@pactran.com	
Rider, Jack & Shalois Codes: Family	1132 Berenice Dr Ph: 714-9901-1579	Brea, CA, 92821-2205	20030201
Riley, Maxine Codes: Individual	1901 W. Sisco	Springdale, AR, 72762-3921	20030201
Roeser, Herc & Reine Codes: Patron	1589 N Dorothy Dr Ph: 714-990-2743	Brea, CA, 92821-1819	20030201

Membership List

Name	Street Phone, Fax	Title and Organization City/State/Zip Email	Country Date
Roop, Greg & Karin	447 S Walnut Ave	Brea, CA, 92821-5346	
Codes: family			
Sarthou, Sandy & Melvin	15016 Eiger Ct Ph: 714-996-7747	Chino Hills, CA, 91709-2248	
Codes: Family			
Sauer, Wilma	598 N Elkwood Court Ph: 714-529-5436	Brea, Ca, 92821-2728	20030201
Codes: Individual			
Saul, Brian	6539-B Painter Ave Ph: 562-698-5339	Whittier, CA, 90601-4501	20030201
Codes: Individual			
Saul, Mr. Brian	8505 Painter Avenue	C/O Lydia Jackson School Whittier, CA, 90602-3336	
Codes: Individual			
Schwartz, Vera	519 Muirwood Dr Ph: 714-671-1858	Brea, CA, 92821-6663	20030201
Codes: individual			
Schweitzer, Jim	800 S Brea Blvd #509 Ph: 714-529-0635	Brea, CA, 92821-5371	20030201
Codes: Individual			
Schweitzer Architects,	1400 W. Lambert Rd Ste E	Brea, CA, 92821-2874	20030201
Codes: Family			
Scribner, Richard & Jan	334 Colina Court Ph: 916-676-4763	Cameron Park, CA, 95682	
Codes: Family			
Seiler, Catherine F.	412 S Flower Ph: 714-529-9314	Brea, CA, 92821-5438	20030201
Codes: Individual			
Shaffer, George & Evelyn	2528 Vista Vaya Ph: 949-646-1774	Newport Beach, CA, 92660-3636	
Codes: Patron			
Shaffer, Mane	PO Box 282	Mt Vernon, OR, 97865-0282	20030201
Codes: Individual			
Shanks, Nelda & Bob	3301 Madonna Dr Ph: 714-871-3179	Fullerton, CA, 92835-1213	20030201
Codes: Family			
Simmons, Darrell & Doris	P O Box 5774 Ph: 480-595-1317	Carefree, AZ, 85377-5774	20030201
Codes: Family			
Simonoff Family, Marty	1474 Forest View Dr	Brea, CA, 92821-2042	20030201
Codes: Family			

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Name	Street Phone, Fax	Title and Organization City/State/Zip Email	Country Date
Slauter, Eugene & Rosella Codes: Family	610 Pine Ph: 714-529-2265	Brea, CA, 92821-6647	20030201
Smith, Frieda S. Codes: Individual	17342 Calgary Ph: 714-528-7969	Yorba Linda, CA, 92886-3809	20030201
Smith, Jack & Audrey Codes: Family	622 S Orange Ph: 714-529-6653	Brea, CA, 92821-6557	20030201
Spangler, Kathleen Codes: Individual	111 N Western Ave #1	Anaheim, CA, 92801-6041	
Stone, Samuel & Shirley Codes: Sponsor	1612 Antigua Way Ph: 949-645-4198	Newport Beach, CA, 92660-4344	
Strickland, Beverley Codes: Family	100 N Delphia Ph: 714-529-4859	Brea, CA, 92821-4011	20030201
Strickland, N C. Codes: Individual	961 Roberts Rd Ph: 919-795-4844	Calimesa, CA, 92320-2203	20020201
Swindle, Terry Codes: Individual	721 Driftwood Ave Ph: 714-529-0542	Brea, CA, 92821-3535	20030201
Symmes, Don & Maxine Codes: Family	913 S Lantana Ph: 714-529-5153	Brea, CA, 92821-6449	20030201
Taps Fish House & Brewery, Codes: Corp Sponsor	101 E. Imperial Hwy	Brea, CA, 92821-2030	
Thayer, Steve & Candace Codes: Family	1201 N Wardman Dr Ph: 714-529-8900	Brea, CA, 92821-2030	20030201
Thompson, Adele & Ray Codes: Family	7701 Paisley Ave	Hesperia, CA, 92345-7333	
Tremayne Remmich, Lila Codes: Individual	500 Patt #10 Ph: 406-365-2255	Glendive, MT, 59330-2145	20030201
Vargas Family, Steve Codes: Family	489 Brittany Lane	Brea, CA, 92821-6006	20030201
Vitkus, Karen Codes: individual	2901 E Shamrock Ph: 714-524-9866	Brea, CA, 92821-4749	

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Name	Street Phone, Fax	Title and Organization City/State/Zip Email	Country Date
Wadleigh Family, The	2230 Lake Park Dr #193 1263 N Evergreen	Brea, CA, 92821-2115	20030201
Codes: Family			
Wagoner, Howard	2230 Lake Park Dr #193 Ph: 909-654-6446	San Jacinto, CA, 92583-7593	
Codes: Individual			
Wagoner, Maxine	4000 Pierce Sp #337	Riverside, CA, 92505-3832	20030201
Codes: Individual			
Weddle, Carol & Vivian	20130 Chabot Dr	Yorba Linda, CA, 92886-6509	
Codes: family			
Wedin, Doretta & Wayne	185 N Blue Grass Ph: 714-961-1416	Brea, CA, 92821-4754	20030201
Codes: Patron			
West, Alan & Joan	P O Box 5184	Fullerton, CA, 92835-5184	
Codes: Patron			
Whipp, Eileen	838 Lantana Ph: 714-520-4035	Brea, CA, 92821-6445	
Codes: individual			
Whisnant, Maxine	18655 W Bernardo Dr #328	San Diego, CA, 92127-3017	20030201
Codes: individual			
Whitchurch, Patricia	21078 Via Diego Cir Ph: 714-773-8722	Yorba Linda, CA, 92887-2449	20030201
Codes: Individual			
Wilcox, Richard & Linda	1415 Mesa Verde Dr Ph: 714-961-6897	Placentia, CA, 92870-4016	
Codes: Family			
Wolfert, Carol M.	623 S Pine St Ph: 714-529-6030	Brea, CA, 92821-6648	20030201
Codes: Individual			
Wolfs, Chris & Lisa	337 E. Blossom Place Ph: 714-990-5002	Brea, CA, 92821-3506 cwolfs@earthlink.net	20030201
Codes: Family			
Worden, Lois	1142 Acacia Ph: 714-538-3047	Orange, CA, 92868-2522	
Codes: Individual			
Yriarte, John	1180 Timbergate Lane Ph: 714-529-1294	Brea, CA, 92821-6667	20030201
Codes: Sponsor			