

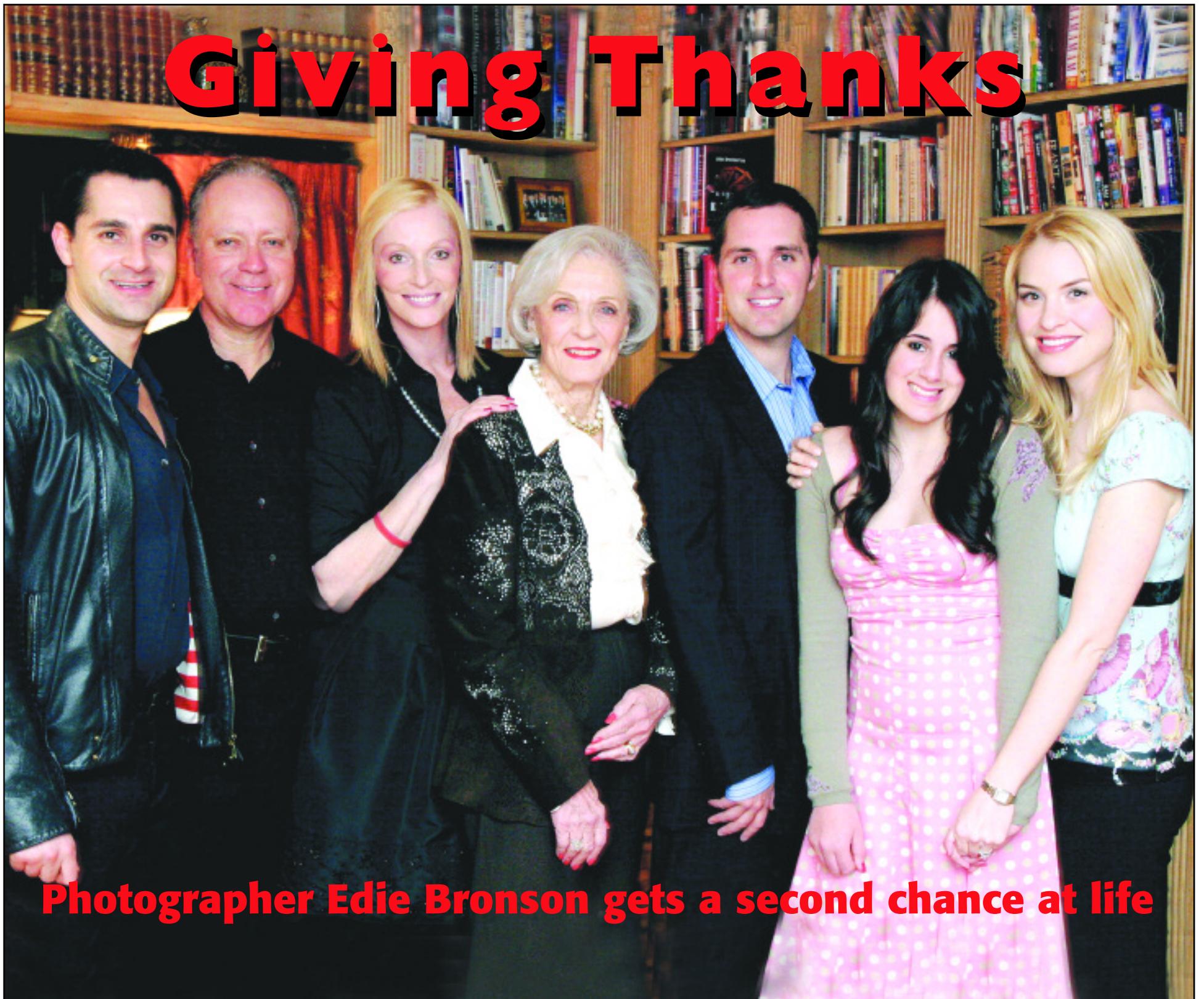
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Issue 425 • November 22 - November 28, 2007

Giving Thanks



Photographer Edie Bronson gets a second chance at life

cover story • Page 9



letters & email

“City Employee Fred Cunningham leaves office”

We just learned that Fred Cunningham left our city after 55 years. He left quietly and unheralded. Fred was the perfect city employee: modest, hardworking, intelligent and loyal beyond measure. He kept in his head an unmatched store of the history and legends of our fabled city.

During the many decades of his service, he worked with scores of City Councils, Mayors, City Managers, department heads and commissioners. He managed the City’s Public Communications department and worked aggressively to insure that the City negotiated a quality and economical TV cable system.

How could he have slipped out of sight unnoticed?

We need to salute Fred Cunningham. We hope the City Council will publicly recognize him and proclaim his exemplary public service to our city. We worked with him and were most appreciative of his signal contribution to Beverly Hills. We all will be pleased to attend an event proclaimed by our mayor and City Council to properly honor this fine gentleman.

*Hon. Charles Aronberg, MD
Hon. Max Salter*

*Hon. Ed Brown
Hon. Ben Norton
Hon. Joe Tilem
Hon. Tom Levyn
Hon. MeraLee Goldman
Hon. Donna Garber
Hon. Richard Stone
Hon. Mark Egerman
Hon. Les Bronte*

“William Morris to move uptown”

Ding. Ding. Ding. Next round in the Beverly Hills development wars goes to the Developers.

As expected, the William Morris project on the corner of Beverly and Dayton was approved by the City Council in a split decision, with only Councilmember Nancy Krasne voting against the project in its current form.

The victors are East Coast development moguls Comfort, their head honcho Peter Duncan, the William Morris agency, and Mayor Mark Egerman, who is sure to get a juicy fee for his insider politico intervention, and who was seen backslapping his colleagues and clients and doing low-key versions of high fives after the Council’s vote.

Essentially, the Council voted to allow Comfort to significantly build up and over what the City Code allows in what amounts to yet another vertical land grab.

While I don’t doubt Vice Mayor Brucker and Mayor Jimmy’s good intentions in negotiating the final “deal,” they were simply outmaneuvered by Irv Weintraub, the William Morris Agency’s CFO, Comfort and Mayor Egerman. It can’t really come as a surprise to anybody that Brucker and Delshad were grossly over-matched: talent agencies are known to be

among the toughest, most brutal negotiators on the face of the earth – second only to international exhibitors.

To use agency parlance, everything that the City got in the negotiations were minor “gives,” while the developer got the huge, major, whopping concession: namely, that the proposed 70 percent entertainment overlay zone requirement will now be scrapped. In real terms, this means that if Wm Morris leaves, Comfort can rent out the space to anyone, not necessarily only to entertainment-based companies. Considering that the main reason the project is being granted approval to build bigger, higher and denser than the City Code allows is supposedly to keeping Wm Morris in town and keeping BH a haven for entertainment-related businesses, Wm Morris, Comfort and Mayor Egerman cleaned the City’s collective clocks.

In addition to Brucker and Mayor Jimmy — who by taking the lead in the negotiations, essentially backed themselves into a corner, as Nancy Krasne astutely pointed out — Councilmembers Frank Fenton and Linda “Tex” Briskman, who seems to think that bigger is always better, voted for the lifting of the overlay zone, largely on the basis that the City would be entitled to 50 percent of any overage generated if Wm Morris moves out.

But wait a minute: is this really such a good deal for the City? Let’s look at a simple example. Let’s say that Wm Morris is now paying \$200 per square foot. Let’s that during the term of the lease, the landlord can get Halliburton to pay \$600 per square foot. By the terms of the “deal” now agreed to, the \$400 over and above what Wm Morris is now paying *letters cont.on page 5*

WHAT’S ON YOUR MIND?

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SNAPSHOT



FOOD FOR A GREATER GOOD SOUTH ROXBURY DRIVE

In the spirit of Thanksgiving members from the Beverly Hills Active Adult Club prepared 13 food baskets to donate to Children Helping Poor & Homeless People. Pictures above are President of Beverly Hills Active Adult Club Millie Heller, Estelle Curtis, Adele Schwartz, Fern Pearl, Winnie Hervy and Donna Goldstein.

Beverly Hills Weekly

Issue 425 • November 22 - November 28, 2007
Beverly Hills Weekly Inc.

Founded: October 7, 1999
Published Thursdays

Delivered in Beverly Hills, Beverlywood, Los Angeles

ISSN#1528-851X

www.bhweekly.com

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Adjudicated as a
newspaper of general
circulation for the County
of Los Angeles. Case #
BS065841 of the Los
Angeles Superior Court,
on November 30, 2000.

Board of Education Backs Down on Superintendent Contract Extension

Community speaks out prior to closed session meeting

By Elisa Osegueda



John Millan



Kari McVeigh

Plans to extend the BHUSD Superintendent's contract came to a stop when community members protested to the Board of Education at a closed session meeting on Tuesday to reconsider contract negotiations until the new Board of Education takes office on December 11.

Listed on the BHUSD closed

session agenda as "public employee appointment: superintendent—Contract Addendum—extension," the Board scheduled to discuss and what appeared to decide on Superintendent Kari McVeigh's contract. McVeigh's three year contract is currently scheduled to expire on September 30, 2009.

Newly elected Board member Brian Goldberg said the current board has the power and the authority to review the Superintendent's contract.

"My problem is with them not going through the process that they need to," said Goldberg. "I question the timing and I think it's a poor decision on behalf of the current Board as one of their last acts to extend a contract only one year into it."

Eight community members were in

attendance at the oral hearing period during the closed session meeting.

"There is always an opportunity for people to make comments prior to close session. This is the first time this has ever happened," said Board of Education President John Millan.

Four residents addressed the Board, asking them not to make any decisions that would extend McVeigh's contract.

"It's about process," said South Wetherly Drive resident Bradley Gibbons. "It's understandable that you want to give the Superintendent a vote of confidence, but when you look at reality versus perception, it looks like an uneven decision."

Gibbons who has two children enrolled at Horace Mann, urged the Board of Education to "hold off on this vote."

South Palm Drive resident Lee Lewis sided with Gibbons.

"Don't rush judgment," said Lewis. "Elections are good because they raise important issues, and the newly elected Board speaks volumes on how this community feels."

Beverly Hills Education Association President Chris Bushee said he polled 127 BHUSD faculty members and all 127 agreed that the newly elected incoming Board of Education should make the decision on any contract extensions.

"Everybody believed this was something that was going to be considered and perhaps acted upon," said Bushee. "I don't think there would have been so many people at the public agenda meeting before the Board went to their closed session meeting

at 4:30 p.m. if there was no chance that the Board would have acted on it," said Bushee.

No speakers at the meeting spoke in favor of extending McVeigh's contract.

According to Millan it is very typical for Superintendents to get annual one-year increases in their contract.

"To not get [the one-year] increase is very unusual," said Millan. "This puts her at a disadvantage and I certainly hope the next Board decides as soon as possible what they going to do. Not extending her contract is like a vote of no confidence."

At the Board of Education open session meeting later that evening, McVeigh addressed the issues regarding her contract extension.

"I am appreciative for this Board and [the] new Board and out of respect for this Board and the new Board, as talks about my contract are going on; I would like to request that the contract extension that has been talked about not be considered at this time," said McVeigh.

Bushee agrees with McVeigh's decision to stop the contract extension process.

"I think that's the right protocol and process. It seems premature to be discussing an extension of a contract when someone is only one year in a three year contract. I think the whole idea of extending a contract is when you get to the end of it," said Bushee.

Goldberg believes waiting to discuss McVeigh's contract should not affect McVeigh's performance.

city & schools cont. on page 7

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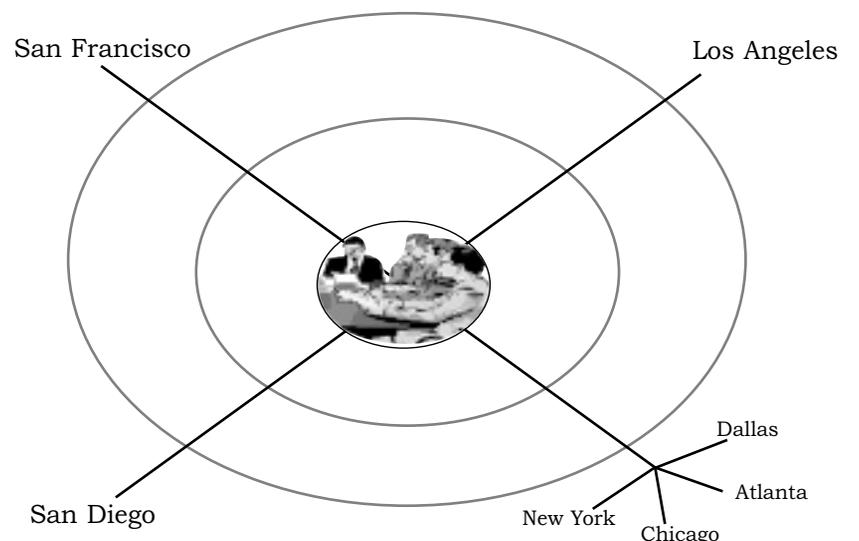
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briefs

William Morris Project Approved 4-1 at Tuesday City Council Meeting

The Beverly Hills City Council voted 4-1 at Tuesday's formal meeting approving a planned development and lot line adjustments for the construction of retail, commercial and entertainment talent agency William Morris. Councilmember Nancy Krasne voted against the project approval.

"I am very pleased with the hard work of the Planning Commission and I think the Council even put more teeth and assurances into the agreement," said Vice Mayor Barry Brucker. "We negotiated hard with William Morris and in the end the City is getting above code parking, and very strong assurances that William Morris will be a very long tenant in that building. In addition I am very pleased that they agreed to provide a subway portal and free validated parking for all merchants, employees and visitors."

The Council negotiated various recommendations before approving the project, including assurances that William Morris will move into the building and that a fee be associated if William Morris should sub-lease or if Geo Comfort the developer should release William Morris from their long term lease. An additional 16 parking spaces above code were approved.

Any rents above that which William Morris is currently paying the developer will be split 50/50 with the City. Additionally, free parking will be provided for all tenants and employees and no charge will be assessed to any employee to pay for parking.

There will be a one hour free parking validation for all William Morris and retail customers, and a 2-hour free parking validation for all dining customers.

According to Brucker both the William Morris and Bank of America building parking must be leased to tenants and cus-

tomers of tenants only.

"The director of Community Development may authorize up to five percent of spaces to be leased to an outside third party if the developer can provide adequate parking demand studies justifying such vacancies," said Brucker. "The City is required to hire their own consultant to verify these findings. All costs of this study charged to the developer. If the request is greater than five percent then the developer must provide and present their findings to the Planning Commission. Any studies the planning commission requests will be paid for by the developer."

The developer agreed to provide a subway portal easement of 20 years on the corner of Beverly/Wilshire to be used by Metro, should the alignment from Metro be on Wilshire Boulevard.

"We have lived up to all the recommendations from the Planning Commission but have also gone beyond and gotten much more from William Morris and the developer," said Mayor Jimmy Delshad.

Lively North Homeowners Association Meeting Questions Council's Actions

The North Homeowners Association (NHOA) met on Thursday, November 15 where approximately 325 people were in attendance.

Association members discussed their concerns regarding major developments and issues regarding the City Council's performance.

Major city developments were discussed including the Hilton project and Roxbury Park renovations.

According to NHOA President, former Mayor Robert K. Tanenbaum, "the Hilton/Waldorf Towers are the most aggressive breach of our city's municipal code."

Regarding the proposed Roxbury Park renovations, Tanenbaum said the residents have made it clear that "the expansion is too grandiose, we don't need it, we only want a renovation that will uplift the current facilities."

According to Vice Mayor Barry Brucker, it is understand-

able for residents to have concerns.

"We all have concerns regarding traffic and development. Unfortunately when the Council does not have a great deal of opportunity to discuss why we make some of the decisions it just creates more confusion," said Brucker. "I wish we had more time to explain why we need to upgrade Roxbury, why we trade height for lower density, and if the community understood this trade we would be much better off."

Beverly Hills Mayor Jimmy Delshad also attended the NHOA meeting and believes the meeting wasn't conducted fairly.

"The meeting did not go well for the truth seekers. People looking for truth got half truths," said Delshad. "Just about everything that they said was partially true and 90 percent was not true."

Delshad did not agree with a series of topics that were discussed by the NHOA leadership. Some issues dealt with the ethics ordinance and 2-hour free parking.

"I am the one that brought 2.5 years of ethics ordinance with Barry Brucker to the council," said Delshad. "People have to understand that I put teeth in it as oppose to just making comments in the minutes of the meeting, which is not legally binding. I made it binding on Nancy, Barry, me and Commissioner."

According to Delshad NHOA member Larry Larson spoke about 2-hour free parking and the promises Delshad made about reinstating 2-hour free parking for residents.

"Larson said that during my election I committed to bringing 2-hour free parking for residents and I picked up my documents during the election and said that is absolutely right. That is one thing they said right, but when they imply that I broke my word that is when the lies come in," said Delshad.

Delshad says he recommended to the Council to approve 2-hour free parking for residents only.

"A month ago per my recommendation, myself and three City Council members agreed to give residents 2-hour free parking. But what we did was listened to the Chamber, listened to the businessman and listened to residents when they said

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they wanted a hassle free parking for everyone," said Delshad. "We went all the way and we are going to swallow a 1.7 million deficit as a result of that. We listened to them, but I did not get one bit of credit for doing that instead I got censorship."

Reinstating 2-hour free parking was an issue in which the NHOA was heavily involved according to Tanenbaum.

At last week's formal City Council meeting the association presented a petition to reinstate 2-hour free parking with over 200 signatures from merchants.

"We had to go around and ask individual merchants, it's a lot of work, but it's worth it because it's about truth," said Tanenbaum.

Tanenbaum also raised other issues of discontent.

According to Tanenbaum, City Hall has proposed the expansion of Roxbury Park at a proposed \$37.9 million cost, La Cienega Park will cost \$18.5 million, 331 N. Foothill will cost \$30.4 million and they are going to subsidize the Cultural Center parking at \$12.25 million.

"If you add all those numbers together, it comes out to about \$99 million," said Tanenbaum. "City Hall is spending our money lavishly."

Tanenbaum says this type of spending does not allow for the proper budgeting of the city essentials such as public safety, public education, and clean streets.

Another issue discussed during the meeting was the recent water rate increase.

"They have already raised our water rate by 38 percent from 2005 to 2007. They plan in the next four years to raise our water rate an

letters cont. from page 2

ing in rent would be split between the City and landlord Comfort (and you gotta love the subliminal seduction involved in naming a big-time developer "Comfort").

By my calculations, even with the City taking its cut, Comfort is now getting \$400 from Halliburton, whereas they were only getting \$200 from Wm Morris. Hmmm, is it just my imagination or is Comfort actually not better off finding a way to get rid of Wm Morris and looking for a tenant willing to pay more than Wm Morris's below-market rates?

The whole idea of making the entertainment overlay zone a condition of approval was to maintain and promote the City's reputation as a great place for entertainment companies to make their home. This now falls by the way-side, and the City is stuck with yet another non-descript, oversize office building – one that is hardly going to have Frank Gehry, Richard Meier or Oscar Niemeyer turn green with envy – with the developers sitting in the catbird seat, once again.

The City should have stuck to its guns about the entertainment overlay zone: if they were willing to give Comfort the gift of additional prime BH square footage in order to serve the City's goals of guaranteeing office space for entertainment-related companies, the City had every reasonable right to expect that this would be an integral part of any deal with the developer.

However, with the aim of lifting this restriction, the developer made the argument that they wouldn't be able to get funding for the project if it were burdened with the proviso that 70 percent of the office space would have to be

additional 8.5 percent for the next four years adding up to 34 percent or 72 percent in six years," said Tanenbaum.

These types of issues said Tanenbaum are a clear indication that "we need to redirect the focus at City Hall to pro-resident."

According to Brucker the City Council tried to send the message to the NHOA that they are willing to work together.

"We are listening, we want a dialogue, and we want to keep the lines of communication open so we can do what is best for this city," said Brucker.

Delshad says the City Council plans to have a series of Town Hall meetings beginning January.

"We will have a City Town Hall meetings with an open mike for everyone. We are not going to be preaching, but answering," said Delshad. "We will not censor [people] like Mr. Tanenbaum [did]."

Councilmember Nancy Krasne and Councilmember Frank Fenton also attended the meeting.

Vote Count Updated; Roston defeated by 18 votes

The Los Angeles County Registrar/County Clerk released a new vote count on the Board of Education election that took place Tuesday, November 6. Based on the results released on Friday, November 16 challenger Steven Fenton garnered 2,718 votes, incumbent Myra Lurie 1,947, challenger Brian Goldberg 1,813 and incumbent Alissa Roston 1,795. The final vote count is expected to be on Monday,

briefs cont. on page 8

reserved for entertainment companies. Strike up the violin chorus and get out your handkerchiefs: poor, multi-zillion dollar developer, Comfort, can't find financing to take advantage of free, prime square footage in the middle of Beverly Hills, CA, despite a long-term contract with Wm Morris!

I'm not quite sure I see why an East Coast, for-profit developer's finances should be the City's primary concern in this case. But, make no mistake about it, the City caved like a Jack O'Lantern on the first night of Chanukah because of Comfort's kvetching and krechzing and because it was completely outflanked on the negotiating front. The City also fell victim to a ploy all talent agents learn in "Negotiation 101," namely allowing negotiations to proceed at the developer and agency's pace, rather than the City's.

So, now the deal is done and it's time to chalk another one up in the "win" column for the Developers; they seem to be on quite a roll in BH. The City itself, however, is starting to look a little bit too much like the 2007 Notre Dame football team. In their Nov. 21 vote, four members of the Beverly Hills City Council essentially showed more understanding for East Coast mega-developer Comfort's purported financing issues, than for the end result this major project would have on the character of our community.

C'mon, Councilmembers Brucker, Briskman, Fenton and Mayor Delshad: how about trying to win one for the Gipper?

**John Mirisch
Beverly Hills**

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Selected Short Subjects

Once around the town, lightly

By Rudy Cole

Happy Thanksgiving to all those who stayed in town, just to read this and especially to all those kind readers who found the countless spelling, word omissions and other malfeasances in last week's sad offering, and so enjoyed pointing them out.

Mea culpa, well mostly. I managed to live most of my adult life without benefit of computer, and now the damn thing nearly dominates my existence. It crashed, as did email, spell check and all the other elements that I sometimes understand sufficiently to produce this effort. What had spared me before was, not only the emachine, but Josette's careful editing. Neither had access last week.

There is some satisfaction, however. A friend sent over a geek type, a very young and supposedly talented youngster who could solve my electronic breakdown. He was about the right age: I think eight. I am pleased to announce, he couldn't bring my machine to life. Why was this good? Did I

really want a pre-puberty infant to underline my inability to function on the information highway?

Who fixed it? The mature, closer to my own generation gurus in a shop called Computer Boys just out of Beverly Hills on Pico Boulevard. Ominously, they are across the street from an Office Depot store where, in case they fail to restore life, you can buy a replacement and forget about fixes. But they don't falter.

One diagnosis that may please both the wife and Vice Mayor **Barry Brucker**:

The computer could have been infected by secondhand smoke from the pipe, they honestly think so. Paradoxically, no human effects from pipes, according to health types because, unlike cigarettes, no chemicals are used in manufacturing my Captain Black, but the desk top, although not coughing, couldn't absorb the mix of ashes and smoke. Countless other viruses also contributed.

In any case, checking last Saturday's Los Angeles Times, and their shop has to have workable computers and live fact checkers, they admitted to some eight "for the record" mistakes. Chuck, Richard and other "friends" only found seven goofs here.

Although not in the category of mechanical breakdowns, ever the loyal husband, **Mark Stern**, once more took exception to some comments about the reasons we gave for the departure of **Irene Stern** as principal of Beverly Vista, which became a side issue in the school board race. Mark says it is wrong to say she resigned even though a real letter to that effect was received by the district. The reasons for her departure are, or should be, history. What should satisfy Mark is the continued loyalty of the parents of BV who held Irene in such high regard.

Speaking of losses, the city government will miss the services of long-time public affairs assistant city manager, one of the many titles held by **Fred Cunningham**.

Fred left city hall this month where he continued to do his thing even though he officially retired many years ago.

Fred began his service several decades back in the Recreation and Parks department going from there to many other assignments at city hall, eventually becoming an assistant city manager for public affairs. He had an incredible memory for historical data about the city and kept in touch with many city officials, including former police and fire chiefs.

Some people called and wrote The Weekly urging that a celebration of Fred's contribution to the city receive recognition by the council. Actually, Fred was not on payroll and officially departed years ago. But, the council and city manager should now make it official and give Fred his night at the podium.

A different kind of change has taken place in our police department, and this one was strictly by choice. Motor Officer **Russell Sharp** has given up his bike for a detective's job and the streets have lost one of the finest public relations tools the cops ever had.

"Russ" was a great ambassador for our finest. His always friendly and happy face became a kind of symbol of the great relationship this city has with the men and women who serve and protect. Russ truly loves this village and its people, even when some violated safe driving rules and codes.

Yes, a ticket with a smile. More important, Russ knows the people he serves and they know him. His many friends wish him well as he parks the bike for a desk job – the

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streets will still be safe, but a little emptier.

Speaking of law enforcement, Nate 'n Al's has to be one of the safest places in the world when our Chief, **David Snowden**, has his regular breakfasts with other law enforcement types from our area, including West Hollywood Station Sheriff's department Captain **Buddy Goldman**, as if Beverly Hills didn't have enough Goldmans already. OK, there are **MeraLee, Sam and Sooky and David, Fred** and two **Ken** Goldmans, to mention just a few with the precious nomenclature.

But if anything should happen, there's Larry King at a center booth ready to conduct a friendly interview, does he do any other?

Happy to report that **Richard Rosenzweig** is back at his Playboy Mansion desk following successful surgery. He's off to Chicago for a company board meeting next week. Can't list all the community organizations and charities he headed, but Dick has always been a great symbol of the Beverly Hills tradition of giving back. Also mending is **Betty Hayman**, Fred's partner in life and community service and one of the most gracious hostesses in BH.

The Peninsula does indeed have a new general manager, replacing their long time leader, **Ali Kasikci**, who left to become managing director of the Montage earlier this year, but it was not an easy selection process.

Reportedly, the operating company and the hotel's local owners went through a very long list without being able to agree

before signing Offer Nissenbaum who will take over a hotel that has become one of the best in the country. The Peninsula also lost veteran public relations exec **Katy Sweet** who joined Ali at the Montage. Will there be other departures?

Nissenbaum has a strong resume of hotel management experience, most recently as regional vice president of Omni Hotels. He worked for the Dorrel group and in 1997 was resident manager of the fabled Plaza Hotel in New York. Some of the more recent general managers of our leading hotels have done good work as managers, but have not followed their predecessors as community leaders, something Ali did with a special flair.

The Peninsula is operated by The Hong Kong and Shanghai Hotels Limited, but is locally owned. The Hong Kong Peninsula has long been one of the world's leading hotels.

However, the hotel's Belvedere will remain as one of the most civilized dining rooms in the area. The service and the ambiance give it a feeling of maturity and dignity – yes, as important as the food.

Reportedly, some former mayors have started discussions about forming a very informal organization. Purpose: To examine past programs and see if they have been implemented following their leaving city government. There may also be talks on current city needs, including traffic management.

This concept of creating continuity and learning from the past seems very worthwhile and may set an example for past

school board presidents. Of course, in that organization, choosing a presiding officer may take all their time. The mayors may work it out easily: They may draw names from a hat to select their first chairperson.

Some of our concerns about the William Morris project, and also expressed in the Planning Commission findings, were addressed in the council resolution of approval. Mostly, they include increased parking and some assurances that their building will indeed remain as an entertainment entity and not be abandoned by the agency sometime in the future. Not perfect, but probably the best deal we could get.

More on this later, but the school board did not suddenly, or at the last minute, begin a review of the superintendent's contract – that process has been on-going for months. But it was probably wise to let the newly elected members join in a vote to extend, giving Superintendent **Kari McVeigh** a strong vote of confidence, one she has well earned. Reelected board member **Myra Lurie** helped structure the reasonable compromise suggested by some residents and **Chris Bushee** of the teacher's union. Again, a nod to Chris and the BHEA for helping mend the rifts in our education community.

Rudy Cole served for eight years as a member and chair of the city's Recreation & Parks Commission. He was also President of the Greystone Foundation and served on three other city committees. Rudy can be reached at: Rudy@bhweekly.com.

city & schools cont. from page 3

"Delaying it another month or two is not going to affect in anyway Kari McVeigh's ability to be a Superintendent and continue to lead out of the current contract that is in place," said Goldberg.

Board Vice President Myra Demeter addressed the public at the Board of Education open session meeting and explained that it is the Board's responsibility to evaluate the Superintendent.

"The executive Board hires and supports the Superintendent so that the goals and policies of the school district can be implemented," said Demeter. "Our evaluation process, which is linked to a review of the superintendent contract, was elongated to a period of time that went beyond the election, [which] is unusual."

The current Board of Education has called upon a special open session meeting for Monday, November 26 to discuss the Superintendent's contract further. The meeting is open to the public and will take place in the district office Board room.

McVeigh's contract stipulates a salary of \$200,000 per year, which constituted a raise from the previous superintendent.

She also receives a car allowance and a life insurance policy. In the event McVeigh is terminated without cause, her contract calls for an 18-month buyout. However, the contract can expire September 30, 2009, assuming it is not renewed.

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BHHS loses in Southern Section Girls' Tennis Final

Norman football team edged in first-round play-off game.

By Steven Herbert

Beverly High lost to top-seeded Valley Village Campbell Hall, 10-8, in the Southern Section Division II girls' tennis final Monday at The Claremont Club, with the Normans playing "as well as they could," coach Mike Margolin said.

"They competed as hard as they could compete," Margolin said.

Trying to defeat the Vikings (21-1) was "a tall task," Margolin said, because of their strong singles lineup, led by Michelle Sulahian, who has signed a letter of intent to accept an athletic scholarship at Michigan.

"Campbell Hall is very, very good," Mike Margolin said. "I'm not up on every lineup, but their singles lineup has to be as strong as any team in the [Southern Section]."

In an attempt to counter the Vikings' singles strength, Margolin shifted singles players Brittney Morgan and Zarina Pisnoy to doubles. Playing together in a team match for the first time, Morgan teamed with Sunia J-Riggins to win all three of their sets, but Pisnoy and fresh-

man Megan Margolin, a daughter of Mike Margolin, lost their final two sets after a 6-3 first-round victory.

As expected, Campbell Hall dominated singles play. Marie Zalameda got the lone victory for Beverly Hills (20-4), defeating Sulahian, 6-3, in the first round. The second-seeded Normans won four games in the other eight sets.

The Normans led 4-2 after the first round. The Amanda Ellis-Berri Myers team began its sweep with a 6-3 victory over Ava Sadeghi and Bree Sinclair, who played No. 1 doubles for the Vikings. Campbell Hall won four of six sets in the second round, trying the score, 6-6, heading into the final round.

The Vikings won the first three sets to be decided in the final round to assure themselves of the victory.

This is the second consecutive season the Beverly Hills has lost to Campbell Hall in the playoffs. The Normans lost to the Vikings in a Division II quarterfinal last year on games, 79-

62, after the set score was tied, 9-9. Campbell Hall lost in the semifinals to eventual champion and top-seeded Los Angeles Marlborough, 75-70, on games, in a match the set score was tied, 9-9.

The Normans were making their eighth appearance in a Southern Section girls' tennis final. Beverly Hills won the 4-A Division title in 1975, the first year the Southern Section conducted a girls' team tennis championship.

The Normans did not reach another final until 2000, when they defeated Fullerton Troy to win the Division II title. Beverly Hills then reached a final each of the next five years, winning the Division II title in 2001 and Division IV championships in 2004 and 2005, after losing in the Division I finals in 2002 and 2003.

Beverly Hills 9, Brentwood 9 (Beverly Hills wins on games, 76-65)

Megan Margolin and Molly Werner assured the Normans of the victory with a 7-5 win in the final set to be decided in a Division II semifinal last Thursday at Beverly Hills.

"What was difficult is I'm a parent, but then foremost, I'm still trying to be the coach," Mike Margolin said.

After Megan Margolin held serve to give Beverly Hills 6-5, Mike Margolin addressed her and Werner.

"They were really nervous and Megan was almost crying and said 'Oh Dad, I'm so nervous,'" Mike Margolin said.

The Norman duo then broke serve for the victory.

"It doesn't get any better to have a moment like that," Mike Margolin said.

The score was tied, 6-6, entering the final

round. Beverly Hills also got a 6-0 victory from Pisnoy and Zalameda in singles play in the final round.

The Normans led 4-2 after the first round, with Morgan and Pisnoy both winning 6-0, while Ellis and Myers and twins Akasia J-Riggins and Sunia J-Riggins teamed for victories in doubles play.

Morgan and Zalameda were both 6-0 winners in the second round.

The Eagles were seeded third.

Boys' Basketball

Beverly High senior guard Romeo Miller fulfilled an earlier nonbinding verbal commitment Monday by signing a letter of intent to play for USC.

Miller, listed at 5-foot-11, averaged 13.9 points and 5.6 assists per game for the Normans during the 2006-2007 season.

"He is a very unselfish point guard who plays exceptionally hard," Trojan coach Tim Floyd said. "You can't have enough guys on your team who you think are reliable and dependable and have a tremendous upside."

Beverly Hills is scheduled to open its season Dec. 3 by facing Valencia West Ranch in a first-round game of the 66th annual Sax Elliot Invitational at the Swim-Gym. The opening tip-off is set for 7:30 p.m.

Steven Herbert has covered Beverly High sports for the Beverly Hills Weekly since 1999. He welcomes feedback and suggestions. He can be reached by e-mail at StvHerbert@aol.com, by telephone at (310) 275-7943 or by fax at (310) 273-4519.

briefs cont. from page 5

November 26.

In Roston's first election in 1999, incumbent Virginia Maas defeated fellow incumbent Allison Okyle (now Allison Levyn) by 22 votes.

For more information visit www.lavote.net

Board of Education member-elect Steven Fenton tours schools



teachers at all five school sites to hear their concerns and opinions about the BHUSD. BHEA President Chris Bushee accompanied Fenton for the informational talks. Here, Fenton speaks with Hawthorne faculty on Friday.



Maple Center CEO Barbara Schwerin to Return to Loyola

CEO Barbara Schwerin will be leaving the Maple Center on December 7 to return to Loyola Law School as the Director of its Major Gifts Program.

"We are sorry to see Ms. Schwerin leave the Center and wish her well in her new position at Loyola Law School.

She brought a depth of experience to the Center and we appreciate what she had to offer," said The

Maple Counseling Center President Les Bronte.

Schwerin leaves with high hopes for the center.

"The Maple Counseling Center is a wonderful organization that provides excellent services in Beverly Hills and the surrounding communities. I am proud to have been associated with the Center and look forward to its continuing success," said Schwerin.

The Maple Center's previous director, Brian Goldberg, was recently elected to the Board of Education.

Youth Appreciation Awards given to four BHUSD students



The Beverly Hills Optimist Club presented four 8th grade BHUSD students with Youth Appreciation Awards. The Beverly Hills Optimist Club 2007 Youth Appreciation Awards' luncheon was held on Thursday, November 15.

Pictured above from left to right (front row): Hawthorne student Jared Slessinger, Beverly Vista student Andrew Schwab, Horace Mann student Danielle Abramoy, and El Rodeo student Samantha Galen. (Back row): Hawthorne Principal Alex Cherniss, Beverly Vista Principal Erik Warren, Horace Mann Principal Dr. Dawnalyn Murakawa-Leopard, and El Rodeo Principal Pat Escalante.

Hamilton High School Academy of Music to show Stephen Sondheim's "Merrily We Roll Along"

Hamilton High School Academy of Music will present Stephen Sondheim's musical comedy "Merrily We Roll Along" in eight performances beginning Thursday, November 29, and continuing through Saturday, December 8.

The show will take place at the Norman J. Pattiz Concert Hall at Hamilton High School located on 2955 S. Robertson Blvd. For more information call (310) 280-1488 or visit www.hamiltonmusic.org.

Hawthorne Students' Thanksgiving Project



Hawthorne teacher Stephanie Lehrer and her first grade students made Thanksgiving placemats with their eighth grade Reading Buddies. The placemats will be donated to Project Angel Food. Project Angel Foods is a non-profit organization adults and children affected by HIV/AIDS and other serious illnesses. The organization cooks and delivers free, nutritious meals to homebound patients in need. This is the sixth year that Hawthorne students have participated in this service learning project.

coverstory

GIVING THANKS

Photographer Edie Bronson gets a second chance at life

By Elisa Osegueda

For 25 years Edie Baskin Bronson entertained the late night viewers of Saturday Night Live with her still photography. Although most of her life has been spent capturing life behind a camera lens in July of 2005, Bronson's life took center stage. She was diagnosed with two aneurysm and a dangerous arteriovenous malformation (AVM), tangled blood vessels to the brain.

Known for her skiing skills and active lifestyle, Bronson has traveled all over the world, but her roots have always remained in Beverly Hills. Bronson currently lives on Whittier Drive and has a second home in Sun Valley, Idaho with her husband Skip Bronson and their children Scott, Jon, Leslie and Annie.

Her commitment and passion to photography now has a second companion. After her near death

experience Bronson remains committed to efforts in support of the UCLA Division of Neurosurgery.

She remembers being in China and having a repeated number of headaches.

"I started getting headaches and they never seemed to go away," said Bronson. "They would always come at nine o'clock in the morning and four o'clock in the afternoon and no matter what medication they gave me they never seemed to go away."

Bronson decided to go to her doctor for further testing. After receiving an MRI her doctor was baffled when he discovered abnormalities in her brain, but was not able to give Bronson a definitive answer on her condition.

After consulting with family and friends Bronson came in contact with UCLA Neurosurgery Division Chief Neil Martin.

Using state-of-the-art three-dimen-

sional imaging techniques and an internationally recognized evaluation method created by Dr. Martin, the surgeon immediately identified the dangerous AVM and aneurysms.

With the danger of rupture or acute bleeding, Bronson says she was recommended to get brain surgery the day after her diagnosis.



Edie Baskin Bronson (left) with Janie Allen and Tim Allen (center), and Jamie Lee Curtis (right) at the 2007 Visionary Ball fund-raiser on Thursday, October 4 at the Beverly Wilshire Four Seasons Hotel. The event raised \$1 million dollars, which was donated to the Neurosurgical Department at the UCLA Medical Center.

"I was nervous, but in that situation you don't have a choice. When your life is ready to explode in your head you have no choice, you have to accept it," said Bronson. "Everything went by so quickly."

In a matter of days, Bronson was undergoing an eleven hour brain surgery. The complications for of her brain surgery could have led to massive bleeding, permanent paralysis and death.

Dr. Martin was able to repair the vascular abnormalities by detangling blood vessels and removing the aneurysms. Seven days after the operation Bronson returned home.

"After the surgery I was just glad I was alive," said Bronson. "Brain and surgery are two words you just don't want to hear put together."

Bronson had a full time nurse for a month during her recovery process.

"I had balance issues, I couldn't drive, and I had to go into physical and speech rehabilitation," said Bronson.

Bronson said the first year was difficult for her to reintegrate herself into the working life, but two years later she is back to her old self.

"I am doing everything I used to do before and I don't take that gift for granted. I am 100 percent back, but it took me about a year," said Bronson.

She continually thanked the UCLA Medical Neurosurgery Center for their support.

Dr. Martin and his Neurovascular Research Program, an internationally recognized research initiative for the management of vascular disease of the brain and spinal cord, operate out of the UCLA Medical Center.

The Division of Neurosurgery has established itself in brain injury, brain tumors, epilepsy surgery, neurovascular surgery, pediatric neurosurgery, spinal and peripheral nerve surgery, and stereotactic and functional neurosurgery.

"The team down there is wonderful," said Bronson. "The 2nd Annual Visionary Ball this year helped raise \$1 million dollars."

The Visionary Ball fund-raiser, that took place Thursday, October 4 at the Beverly Wilshire Hotel raised money for the completion of the Neurosurgical "Operating Room of the Future" in the new Ronald Reagan UCLA Medical Center, and to advance neurosurgical research and patient care.

Bronson and her family have committed to sponsor the event for the next 10 years.

Bronson's recent work is a collection of 4'x5' black and white contemporary Native American portraits. Her show entitled, "Edie Baskin: New Native Americans," debuted at the exclusive Ochi Gallery in Sun Valley, Idaho.

Bronson is the daughter of Burton Baskin from the famous Baskin-Robbins Ice Cream family, Edie is a native Angelino. Her work has taken her all over the world, spending most of her life in New York City.

Bronson says she counts her blessings every day, but the support received from her family is her motivating force.

"My husband was the most extraordinary man in the world," said Bronson. "I am the luckiest woman alive. I am grateful for everyday of my life."

Update on past 'Giving Thanks' Participants

James Brubaker, featured in last year's Thanksgiving issue #373, is recovering well from his kidney and liver transplant received last year.

"I am doing just fine. I probably have not been in this good health for 20 years," said Brubaker.

Brubaker continues to take medication but no longer has to get routine check ups.

"Every transplant patient takes medication, every day twice a day, it's what keeps your immune system from not rejecting the transplant," said Brubaker.

Brubaker recently moved with his wife Joyce, and grandson Brian to Havre de Grace, Maryland, a small town on the Chesapeake Bay.

"It's a charming, unspoiled town of about 12,000; a quaint, lovely place to raise our grandson and live our golden years," said Brubaker.

Brubaker has not had any health complications since his surgery and this Thanksgiving he will continue like every other year since his surgery to give thanks to his medical team.

"I was in last week for a check up and the doctor told me if it weren't for the scars they wouldn't be able to tell I had a transplant. The blood test is perfect and liver test is perfect," said Brubaker. "I have my doctors [Chief of the Cedars-Sinai surgical team Dr. Andrew Klein and Chief Hepatologist, Dr. Fred Poordad] to be thankful and my wife and grandson. They were my inspiration and the reason why I wanted to live so badly."

Elaine Lerner Schreiber, profiled in Thanksgiving issue #217, Schreiber remarried three years ago to Arthur Schreiber.

She was diagnosed in 2001 with ovarian cancer stage 3C. Six years later, Schreiber says she is "as healthy as can be."

She is scheduled for a routine CAT-SCAN in December, only for precautionary measures.

"I continue to celebrate life. I am appreciative of all the wonderful things life brings," said Schreiber.

She is always thankful to Dr. Beth Karlan from Cedars-Sinai.

"She never lost hope in me. She's fabulous. She saved my life," said Schreiber. "My doctors got me through it all with relatively low discomfort. I had great support."

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FICTITIOUS BUSINESS NAME STATEMENT: 2007238473
The following person(s) is/are doing business as: AXIOS, 22425 Ventura Blvd. Suite 488, Woodland Hills, CA 91384. AXIOS NETWORK AND TELECOMMUNICATIONS, INC. 22425 Ventura Blvd. Suite 488, Woodland Hills, CA 91384. The business is conducted by AN INDIVIDUAL. The registrant commenced to transact business under the fictitious business name or names listed on 03/20/07. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/19/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2810

FICTITIOUS BUSINESS NAME STATEMENT: 2007238150
The following person(s) is/are doing business as: POWERHOUSE CLEANING SERVICE, ONE OF A KIND CLOTHING & HANDMADE THING, 13907 Wyandotte St. Van Nuys, CA 91406. SHEILA GRAHAM, 13907 Wyandotte St. Van Nuys, CA 91406. The business is conducted by AN INDIVIDUAL. The registrant commenced to transact business under the fictitious business name or names listed on 05/06/07. The registrant(s) declared that all information in the statement is true and correct. This statement is

under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2811

FICTITIOUS BUSINESS NAME STATEMENT: 2007238476
The following person(s) is/are doing business as: PLAYLIST, 5416 Fair Ave. #8-308, North Hollywood, CA 91601. MADINAH AH, 5416 Fair Ave. #8-308, North Hollywood, CA 91601. The business is conducted by AN INDIVIDUAL. The registrant commenced to transact business under the fictitious business name or names listed on 06/07. Signed: Madinah Ah. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/19/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2812

FICTITIOUS BUSINESS NAME STATEMENT: 2007238381
The following person(s) is/are doing business as: FRENCH KISS INC.; FRENCH KISS CAFE; BLOCK BLING, 422 Amaz Dr. #1, Los Angeles, CA 90044. FRENCH KISS INC., 422 Amaz Dr. #1, Los Angeles, CA 90044. The business is conducted by A CORPORATION. The registrant commenced to transact business under the fictitious business name or names listed on 03/03/08. Signed: Samy Bicara, President, French Kiss Inc. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/24/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2813

FICTITIOUS BUSINESS NAME STATEMENT: 2007240994
The following person(s) is/are doing business as: MARTINEZ COMMERCIAL AND RESIDENTIAL CLEANING, 2128 Parthenia St. #101, Canoga Park, CA 91304. GREGORIA MARTINEZ-LEMUS, 2128 Parthenia St. #101, Canoga Park, CA 91304. The business is conducted by AN INDIVIDUAL. The registrant commenced to transact business under the fictitious business name or names listed on 01/03/09. Signed: Gregoria Martinez-Lemus. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/24/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2814

FICTITIOUS BUSINESS NAME STATEMENT: 2007240626
The following person(s) is/are doing business as: IRON WORK BY DAVID, 1124 Thompson Ave. #6, Glendale, CA 91201. DAVID TER-GUSKIAN, 1124 Thompson Ave. #6, Glendale, CA 91201. The business is conducted by AN INDIVIDUAL. The registrant commenced to transact business under the fictitious business name or names listed on 10/20/07. Signed: David Ter-Guskian. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/23/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2815

FICTITIOUS BUSINESS NAME STATEMENT: 2007240663
The following person(s) is/are doing business as: JANTORIAL HOME SERVICES, 614 S. Kenneth Rd. Burbank, CA 91501. HAYKOWEI KESHISHGHOSKIAN, 614 S. Kenneth Rd. Burbank, CA 91501. The business is conducted by AN INDIVIDUAL. The registrant commenced to transact business under the fictitious business name or names listed on 10/23/07. Signed: Haykowi Keshishghoskian. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/23/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2816

FICTITIOUS BUSINESS NAME STATEMENT: 2007240644
The following person(s) is/are doing business as: MECHANICAL EXPERT, 614 S. Kenneth Rd. Burbank, CA 91501. SOORIN V. DANKHI, 614 S. Kenneth Rd. Burbank, CA 91501. The business is conducted by AN INDIVIDUAL. The registrant commenced to transact business under the fictitious business name or names listed on 03/20/07. Signed: Soorin V. Dankhi. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/23/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2817

FICTITIOUS BUSINESS NAME STATEMENT: 2007240547
The following person(s) is/are doing business as: ELEGANCE BY MONIKA, 20929 Ventura Blvd. Woodland Hills, CA 91384. MONIKA T. DUFFY, 18627 Hillside Rd. Northridge, CA 91326. The business is conducted by AN INDIVIDUAL. The registrant commenced to transact business under the fictitious business name or names listed on 10/21/07. Signed: Monika T. Duffy. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/23/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2818

FICTITIOUS BUSINESS NAME STATEMENT: 2007238425
The following person(s) is/are doing business as: J.C. QUALITY PAINTING, 1554 E. 80th St. Los Angeles, CA 90001. JEFFREY ORTIZ, 1554 E. 80th St. Los Angeles, CA 90001. The business is conducted by AN INDIVIDUAL. The registrant commenced to transact business under the fictitious business name or names listed on 10/22/07. Signed: Jeffrey Ortiz. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/22/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2819

FICTITIOUS BUSINESS NAME STATEMENT: 2007238226
The following person(s) is/are doing business as: NEXT LEVEL PROMOTIONS, 8468 Vanier Ave. Canoga Park, CA 91304. DERRILL SPANAK, 8468 Vanier Ave. Canoga Park, CA 91304. The business is conducted by AN INDIVIDUAL. The registrant has not yet begun to transact business under the fictitious business name or names listed here in. Signed: Derrill Spanak. The registrant(s) declared that all

information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/22/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2820

FICTITIOUS BUSINESS NAME STATEMENT: 2007239428
The following person(s) is/are doing business as: LUXURY AUTO TRANSPORT, 2440 Fitzgerald Rd. Simi Valley, CA 93065. TONY GHAMELIAN, 2440 Fitzgerald Rd. Simi Valley, CA 93065. The business is conducted by AN INDIVIDUAL. The registrant has not yet begun to transact business under the fictitious business name or names listed here in. Signed: Tony Ghamelian. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/22/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2821

FICTITIOUS BUSINESS NAME STATEMENT: 2007239421
The following person(s) is/are doing business as: ALL CITY PAWN SHOP, 25845 San Fernando Rd. #3, Santa Clarita, CA 91350. KARAPET GARY ASLANYAN, 7888 Ventura Canyon, #307, Van Nuys, CA 91402. RUBEN AVSHARIAN, 3339 Devalere Dr. Sherman Oaks, CA 91403. The business is conducted by CO-PARTNERS. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/22/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2822

FICTITIOUS BUSINESS NAME STATEMENT: 2007239413
The following person(s) is/are doing business as: RUBEN'S AUTO BODY, 10397 San Fernando Rd. Pacoima, CA 91331. RUBEN HERRERA, 12451 Van Nuys, Pacoima, CA 91331. The business is conducted by AN INDIVIDUAL. The registrant has not yet begun to transact business under the fictitious business name or names listed here in. Signed: Ruben Herrera. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/22/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2823

FICTITIOUS BUSINESS NAME STATEMENT: 2007239312
The following person(s) is/are doing business as: MONOCO MARKETING, A/JA/SERVICE, 8101 Jaywell St. Sunland, CA 91040. HARDI MONROY, 8101 Jaywell St. Sunland, CA 91040. The business is conducted by AN INDIVIDUAL. The registrant has not yet begun to transact business under the fictitious business name or names listed here in. Signed: Hardi Monroy. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/22/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2824

FICTITIOUS BUSINESS NAME STATEMENT: 2007239479
The following person(s) is/are doing business as: KATE NAILS, 22140 Ventura Blvd. #8, Woodland Hills, CA 91384. THOA KIM NGUYEN, 22147 Oxnard St. Woodland Hills, CA 91387. The business is conducted by AN INDIVIDUAL. The registrant has not yet begun to transact business under the fictitious business name or names listed here in. Signed: Thoa K. Nguyen. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/22/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2825

FICTITIOUS BUSINESS NAME STATEMENT: 2007239302
The following person(s) is/are doing business as: DAVIS DESIGN, 5416 Fair Ave. #1219, North Hollywood, CA 91601. DAVID ARROYAN, 5416 Fair Ave. #1219, North Hollywood, CA 91601. The business is conducted by AN INDIVIDUAL. The registrant has not yet begun to transact business under the fictitious business name or names listed here in. Signed: David Arroyan. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/22/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2826

FICTITIOUS BUSINESS NAME STATEMENT: 2007240905
The following person(s) is/are doing business as: STALLON JEWELERS, 6239 Mary Ellen Ave. Van Nuys, CA 91401. BOGHOS TOV-MASSIAN, 6239 Mary Ellen Ave. Van Nuys, CA 91401. The business is conducted by AN INDIVIDUAL. The registrant has not yet begun to transact business under the fictitious business name or names listed here in. Signed: Boghos Tovmassian. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/24/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2827

FICTITIOUS BUSINESS NAME STATEMENT: 2007240622
The following person(s) is/are doing business as: FRED CONTRACTORS, FRED CONSTRUCTION COMPANY, FRED & ASSOCIATES, 135 S. Belmont St. #8, Glendale, CA 91205. FRED ZOHARAVAN, 135 S. Belmont St. #8, Glendale, CA 91205. The business is conducted by AN INDIVIDUAL. The registrant has not yet begun to transact business under the fictitious business name or names listed here in. Signed: Fred Zoharavan. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/22/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2828

FICTITIOUS BUSINESS NAME STATEMENT: 2007238220
The following person(s) is/are doing business as: FRESH FACE TALENT MANAGEMENT, 3007 Sepulveda Blvd. #116, Sherman Oaks, CA 91411. RICK CHATHAM, 3007 Sepulveda Blvd. #116, Sherman Oaks, CA 91411. VERONICA DASCALU, 3007 Sepulveda Blvd. #116, Sherman Oaks, CA 91411. The business is conducted by CO-PARTNERS. The registrant has not yet begun to transact business under the fictitious business name or names listed here in. Signed: Veronica Dascalu, Rick Chatham. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/19/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2829

STATEMENT OF WITHDRAWAL FROM PARTNERSHIP OPERATING UNDER FICTITIOUS BUSINESS NAME: 20072248669
Original file: 2007984747
The following person(s) has/have withdrawn as a general partner(s) from the partnership operating under the fictitious business name and agreed to transact business under the fictitious business name or names listed here in. Signed: Amritha Chinnaiyan. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/23/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2834

FICTITIOUS BUSINESS NAME STATEMENT: 2007238477
The following person(s) is/are doing business as: FRESH FACE TALENT MANAGEMENT, 3007 Sepulveda Blvd. #116, Sherman Oaks, CA 91411. RICK CHATHAM, 3007 Sepulveda Blvd. #116, Sherman Oaks, CA 91411. VERONICA DASCALU, 3007 Sepulveda Blvd. #116, Sherman Oaks, CA 91411. The business is conducted by CO-PARTNERS. The registrant has not yet begun to transact business under the fictitious business name or names listed here in. Signed: Veronica Dascalu, Rick Chatham. The registrant(s) declared that all information in the statement is true and correct. This statement is filed with the County Clerk of Los Angeles County on: 10/19/07. NOTICE - This fictitious business name statement expires five years from the date it was filed on, in the office of the county clerk. A new fictitious business name statement must be filed prior to that date. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal state, or common law (see Section 14411, et seq., B&P Code) Published: 11/01/07, 11/08/07, 11/15/07, 11/22/07 BHW-2835

STATEMENT OF ABANDONMENT OF USE OF FICTITIOUS BUSINESS NAME: 20072394254
Original file: 2007201282
The following person(s) has/have abandoned the use of the fictitious business name: J.C. QUALITY PAINTING, 1554 E. 80th St. Los Angeles, CA 90001. The business is conducted by AN INDIVIDUAL. The full name and residence of the registrant(s) abandoning the name: JOHN CARLOS LOPEZ.

al representative to administer the estate of the decedent. THE PETITION requests the decedent's WILL and codicils, if any, be admitted to probate. THE WILL and any codicils are available for examination in the file kept by the court. THE PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority. A HEARING on the petition will be held on 12/11/07 at 8:30AM in Dept. 5 located at 111 N. HILL ST., LOS ANGELES, CA 90012 IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney. IF YOU ARE A CREDITOR or a contingent creditor of the deceased, you must file your claim with the court and mail a copy to the personal representative appointed by the court within four months from the date of first issuance of letters as provided in Probate Code section 9100. The time for filing claims will not expire before four months from the hearing date noticed above.

YOU MAY EXAMINE the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code Section 1250. A Request for Special Notice form is available from the court clerk.

Attorney for Petitioner
DAVID G. LUCHT
9230 W OLYMPIC BLVD. #202
BEVERLY HILLS CA 90012
11/15, 11/22, 11/29/07

CNS-1230581#

ORDINANCE NO. 07-O-2532

AN ORDINANCE OF THE CITY OF BEVERLY HILLS ESTABLISHING A MIXED-USE PLANNED DEVELOPMENT OVERLAY ZONE AND REGULATIONS PERTAINING THERETO, AMENDING THE BEVERLY HILLS MUNICIPAL CODE AND APPLYING THE OVERLAY ZONE TO PROPERTY LOCATED AT 8600 WILSHIRE BOULEVARD

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS HEREBY ORDAINS AS FOLLOWS:

Section 1. Article 19.8 is hereby added to Chapter 3, Title 10 of the Beverly Hills Municipal Code to read as follows:

*Article 19.8
Mixed-Use Planned Development Overlay Zone (M-PD-3)

10-3.1980.	M-PD-3 Zone created.
10-3.1980.01	Application of M-PD-3 Zone.
10-3.1980.02	Objectives of the M-PD-3 Zone.
10-3.1980.03	Definitions.
10-3.1980.04	Uses permitted.
10-3.1980.05	Restrictions.
10-3.1980.06	Applicability of underlying zone regulations.
10-3.1980.07	Height limitations.
10-3.1980.08	Density.
10-3.1980.09	Parking, access & circulation.
10-3.1980.10	Setbacks.
10-3.1980.11	Loading and ancillary facilities.
10-3.1980.12	Outdoor living space required.
10-3.1980.13	Rooftop uses.
10-3.1980.14	Compatibility standards.
10-3.1980.15	Application of transitional operational standards.

10-3.1980. M-PD-3 Zone created.

There is hereby created an overlay zone designated as the Mixed-Use Planned Development Overlay Zone (M-PD-3).

10-3.1980.01. Application of M-PD-3 Zone.

The M-PD-3 Zone shall apply to the following areas, as shown on the Mixed-Use Planned Development Map, a copy of which is on file in the Department of Planning and Community Development and attached as Exhibit A to this Ordinance:

All those parcels located on the southwest corner of Wilshire Boulevard and Stanley Drive, bounded by Wilshire Boulevard on the north, Stanley Drive on the east, Charleville Boulevard on the South.

10-3.1980.02. Objectives of the M-PD-3 Zone.

The objectives of the M-PD-3 Zone shall be as follows:

(A) To ensure that mixed-use development in the M-PD-3 Zone will not adversely affect existing and anticipated development in the vicinity and will promote harmonious development of the area.

(B) To provide for mixed-use development that is compatible with the scale and massing of the surrounding neighborhood, through appropriate height, modulation, upper-story setbacks, other similar measures, or any combination thereof.

(C) To provide pedestrian-friendly amenities along the street level, and setbacks that are generally consistent with other development along Wilshire Boulevard and along Stanley Drive between Wilshire Boulevard and Charleville Boulevard, and along Charleville Boulevard between Stanley Drive and Carson Road.

(D) To ensure that mixed-use development in the M-PD-3 Zone will not create any significant, adverse traffic safety hazards, pedestrian-vehicle conflicts, or pedestrian safety hazards and will minimize impediments to vehicular circulation and pedestrian safety.

(E) To foster uniform planning and development of all parcels in the M-PD-3 Zone to ensure unified development in the overlay zone.

(F) To protect the public health, safety, or welfare.

10-3.1980.03. Definitions.

Unless the context plainly requires otherwise, the following definitions shall govern this Article:

(A) "Planned development" shall mean a development that is approved pursuant to the procedures of Article 18.4 of this Chapter.

(B) "Entertainment use" shall mean any entertainment, other than live musical accompaniment to dining as defined in Section 10-3-2703 of this Chapter, and shall include, but not be limited to, movie theaters, playhouses, video arcades, cabarets, night-clubs, adult entertainment businesses, and similar uses.

10-3.1980.04. Uses permitted.

No lot, premises, building or portion thereof in the M-PD-3 Zone shall be used for any purpose except those approved by the Planning Commission as part of a planned development pursuant to Article 18.4 of this Chapter.

10-3.1980.05. Restrictions.

The following restrictions shall apply to mixed-use developments in the M-PD-3 Zone:

(A) No establishments whose primary purpose or business is to sell alcoholic beverages for on-site consumption, otherwise referred to as bars, may be included in a mixed-use development.

(B) No medical uses may be included in a mixed-use development.

(C) No entertainment uses including, but not limited to, cabarets, nightclubs, and adult entertainment businesses, may be included in a mixed-use development.

(D) Residential uses included as part of a mixed-use development shall be permitted in all portions of the development regardless of the underlying zone, except that residential uses shall not be permitted within the first forty feet (40') of the first floor facing arterial roadways such as Wilshire Boulevard, measured from the building facade.

(E) Commercial uses included, as part of a mixed-use development shall only be permitted in those portions of the development in which the underlying zone is a commercial zone.

(F) Notwithstanding any other provision of this Title, the Planning Commission may permit the combination of residential uses and residential and commercial parking facilities on a lot in either the R-1 or C-3 Zone in conjunction with the approval of a mixed-use development through a planned development permit pursuant to Article 18.4 of this Chapter.

(G) The Planning Commission shall have authority through conditions imposed on a Planned Development to prohibit other uses as, on a use by use basis, if it deems appropriate.

10-3.1980.06. Applicability of underlying zone regulations.

Except as otherwise specifically provided in this Article for mixed-use developments, development in an M-PD-3 Zone shall comply with the zoning regulations applicable to the underlying zone.

Nothing in this Article shall require a development to comply with the pro-

visions of the M-PD-3 overlay zone if the development fully conforms to the requirements of the underlying zone.

10-3.1980.07. Height limitations.

No mixed-use development shall be constructed, altered, or enlarged in the M-PD-3 zone except in accordance with the following height restrictions:

(A) Commercial Component. No building, structure, improvement, or any part thereof, erected constructed or maintain as part of the commercial component of a mixed-use development in the M-PD-3 Zone shall not exceed sixty-one feet (61') in height, measured as set forth in this Chapter, or five (5) stories, whichever is less.

(B) Residential Component. No building, structure, improvement, or any part thereof, erected constructed or maintain on any part of the project in the R-1 Underlay Zone shall exceed thirty three feet (33') in height, with a pitched roof, measured as set forth in this Chapter, or three (3) stories, whichever is less.

(C) Unoccupied Architectural Features. Notwithstanding any other provision of this Code, unoccupied architectural features in portions of the project subject to the C-3 underlying Zone such as skylights and clerestories may exceed the height limits established by this Section by not more than ten feet (10') in height if such unoccupied architectural features are approved by the Planning Commission as part of a planned development pursuant to Article 18.4 of this Chapter and do not exceed thirty-three percent (33%) of the roof area upon which they are located and no such feature exceeds or intersects a line projecting from the perimeter of the roof upward at an angle of forty-five degrees (45°) from the horizontal.

10-3.1980.08. Density.

(A) Maximum Floor Area Ratio. Notwithstanding any other provision of this Code, a mixed-use development in the M-PD-3 Zone, including all components, shall have a maximum aggregate floor area ratio no greater than 2.0:1. Above-grade parking facilities shall not be considered when calculating the floor area ratio of a mixed-use development pursuant to this Section, provided the parking complies with the requirements of Section 10-3.1980.09(C) of this Article.

(B) Maximum Commercial Floor Area. The maximum permitted floor area devoted to commercial uses in the M-PD-3 Zone shall be six thousand, three hundred and sixty-three (6,363) square feet.

(C) Maximum Number of Residential Units. The number of residential units that may be included in a mixed-use development in the M-PD-3 Zone shall not exceed three dwelling units with a maximum floor area of 8500 square feet in total (approximately 2,800 square feet per unit) in an area with an underlying zone of R-1, and twenty-one (21) dwelling units in an area with an underlying zone of C-3. Notwithstanding, in the area with an underlying zone of C-3, a project may incorporate two additional residential units, if those residential units are deed restricted units available for moderate income households for the longest term feasible, with a minimum size of 750 square feet per affordable unit, for a total number of 23 units in 33,230 square feet of area in the underlying zone of C-3.

10-3.1980.09. Parking, Access & Circulation.

Notwithstanding any other provision of this Code, parking for mixed-use developments located in the M-PD-3 Zone shall be provided in accordance with this Section.

(A) A mixed-use development shall provide parking for the commercial and residential components that can be physically separated. Notwithstanding the foregoing, the Planning Commission may permit, as part of a Planned Development, access between parking facilities for the commercial and residential components if it finds that such access would advance the objectives of the M-PD-3 Zone as set forth in Section 10-3.1980.02 of this Article.

(B) Parking for all uses in a mixed use development shall be provided in accordance with the applicable provisions of this Chapter, unless otherwise modified by the Planning Commission through a Planned Development.

(C) If parking is provided above ground, all parking, except for driveways and access to loading areas, shall be located behind building space that is dedicated to a permitted use other than parking, which building space shall be a minimum of forty (40) feet deep as measured from the building facades facing public streets, to prevent direct visibility from adjacent streets unless otherwise approved by the Planning Commission through a Planned Development.

(D) The parking component of a mixed-use development in the M-PD-3 Zone shall be as approved as part of a Planned Development.

10-3.1980.10. Setbacks.

Mixed-use developments in the M-PD-3 Zone shall maintain the following setbacks:

(A) Wilshire Boulevard (front) setback. No minimum setback shall be required from the property line along the Wilshire Boulevard frontage of the commercial component of a mixed-use development in the M-PD-3 Zone. Any encroachment into the public right-of-way for planters or architectural features shall require approval from the City Council.

(B) Stanley Drive (street side) setback. A minimum setback of nine feet, eleven and 7/8 inches (9' 11-7/8") shall be required from the street side property line along the Stanley Drive frontage of the residential (R-1 underlay zone) component of a mixed-use development in the M-PD-3 Zone, and there shall be no minimum setback required along the Stanley Drive frontage of the commercial component of the mixed use development.

(C) Charleville Boulevard (street side) setback. A minimum setback of ten feet, three and 3/4 inches (10' 3-3/4") shall be required from the street side property line along the Charleville Boulevard frontage of a mixed-use development in the M-PD-3 Zone.

(D) Side setback fronting Charleville. The side setback for any residential uses fronting Charleville adjacent to R-1 property to the west shall be a minimum of thirty feet, three inches (30'-3") inches from the western property line.

10-3.1980.11. Loading Facilities.

Except as otherwise provided in this Section, loading facilities for mixed-use developments in the M-PD-3 Zone shall be provided in accordance with Sections 10-3.2740 through 10-3.2744 inclusive of this Chapter, or as otherwise approved as part of a Planned Development.

10-3.1980.12. Outdoor living space required.

The residential components of all mixed-use developments in the M-PD-3 zone shall provide outdoor living space in accordance with the requirements of Section 10-3.2803 of this Chapter, or as otherwise approved as part of a Planned Development.

10-3.1980.13. Rooftop Uses.

Rooftop uses shall be prohibited.

10-3.1980.14. Compatibility Standards.

The following design standards shall be incorporated into all mixed-use developments in the M-PD-3 Zone:

(A) Noise Attenuation:

(1) All dwelling units shall be constructed with double-glazed glass windows.

(2) The exterior walls of all dwelling units, and any interior walls or floor/ceilings that separate dwelling units from commercial uses shall comply with the sound transmission standards set forth in Sections 1208 and 1208A of the Uniform Building Code, as amended by the 1998 California Building Code, or their successors.

(3) All dwelling units shall be equipped with internal air conditioning, and state of the art air cleaning/filtering devices.

(B) Odors:

Air conditioning systems for the residential component shall be located and designed in a manner sufficient to prevent adverse impacts from odors generated by the commercial component.

10-3.1980.15. Application of transitional operational standards.

Unless otherwise provided in this Article, all uses in a mixed-use development shall comply with the general operational requirements set forth in Section 10-3.1956 of Article 19.5 of this Chapter."

Section 2. The proposed ordinance has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000 et seq. ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.), and City's Local CEQA Guidelines. An Environmental Impact Report was prepared in connection with the project of which this Ordinance is a part. The City Council has certified the Final Environmental Impact Report ("FEIR") and made environmental findings in connection with the Ordinance in Resolution No. 07-R-12444, including adopting a Mitigation Monitoring Program, and those findings are incorporated herein by this reference.

Section 3. The official zoning map of the City is hereby amended to apply the Mixed-Use Planned Development Overlay Zone (M-PD-3) to the property known as 8600 Wilshire Boulevard, Beverly Hills, as described in the legal description attached hereto as Exhibit A, and incorporated herein by reference.

Section 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall be deemed repealed and the underlying zone shall control as to each property to which the Mixed-Use Planned Development Overlay Zone (M-PD-3) has been applied.

Section 5. The City Clerk shall cause this Ordinance to be published at least once in a newspaper of general circulation published and circulated in the City within fifteen (15) days after its passage, in accordance with Section 36933 of the Government Code; shall certify to the adoption of this Ordinance and shall cause this ordinance and her certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this City.

Section 6. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

Adopted: November 13, 2007
Effective: December 14, 2007

JIMMY DELSHAD

Mayor of the City of Beverly Hills, California

ATTEST:
(SEAL)
BYRON POPE
City Clerk

EXHIBIT A

[Legal Description]

The land referred to in this Ordinance is defined as follows:

Real property in the City of Beverly Hills, County of Los Angeles, State of California, described as follows:

PARCEL A:

Lot 919, 467 and 468 of Block 54, 4888 in the City of Beverly Hills, as per map recorded in Book 91 Page 188 and 94 of Maps, in the Office of the County Recorder of said County.

PARCEL B:

Lot 688 of Tract No. 10022 in the City of Beverly Hills, as per map recorded in Book 91 Page 99 and 94 of Maps, in the Office of the County Recorder of said County.

APN: 000-010-033 and 000-010-032

VOTE:

AYES: Councilmembers Fenton, Briskman, Brucker and Mayor Delshad

NOES: None

RECUSED: Councilmember Krasne

ABSENT: None

CARRIED

ORDINANCE NO. 07-O-2535 AN ORDINANCE OF THE CITY OF BEVERLY HILLS REVISING THE RESTRICTIONS ON ACTIVITIES BY FORMER ELECTED OFFICIALS AND PLANNING COMMISSIONERS AND AMENDING THE BEVERLY HILLS MUNICIPAL CODE

Section 1. Section 1-9-202 of Article 2, Chapter 9 of Title 1 of the Beverly Hills Municipal Code, is hereby amended to read as follows:

1-9-202. Definitions.

The following words and phrases shall have the following meanings for purposes of this Article, unless otherwise indicated:

A. "Administrative or Legislative Action" means the proposal, drafting, introduction, development, consideration, amendment, enactment, or defeat by the City, the city council, or any Commission, Committee, or subcommittee of the City of any ordinance, amendment, resolution, report, initiative or other matter, including any rule, regulation, or other action in any regulatory proceeding, whether legislative, administrative, quasi-legislative or quasi-judicial. Administrative Action does not include any action that is solely ministerial.

B. "City Official" shall mean every officer or employee of the City who is required to file a statement of economic interests pursuant to the City's conflict of interest code, except that "City Official" shall not include any member of the City Council or a member of a City Commission, Committee or sub-committee.

C. "Commission" and "Committee" shall mean any body created by the city council as set forth in Chapter 2 of Title 2 and Chapter 1 of Title 10 of the Beverly Hills Municipal Code.

D. "Elected Official" shall mean any person elected or appointed to hold an elected office of the City.

E. "Planning Commissioner" shall mean each member of the Beverly Hills Planning Commission.

F. "Land Use Matter" for purposes of Section 1-9-203 shall mean those matters for which an application has been submitted to the City for Administrative or Legislative Action pursuant to the provisions set forth in Title 10 of the Beverly Hills Municipal Code such as, but not limited to, a general plan amendment, specific plan, conditional use permit, variance or a planned development.

G. "Communication to the City" for purposes of Section 1-9-203 shall mean any formal or informal appearance before, or the making of any oral or written communication to, the City, the City Council or any member thereof, or any Commission, Committee, subcommittee of the City or member thereof, or any other officer or employee of the City, if the appearance or communication is made for the purpose of influencing a Land Use Matter.

H. "Voted Upon By the Elected Official" for purposes of Section 1-9-203 shall refer to a Land Use Matter on which the City Council has taken action at a formal meeting during the Elected Official's term of office, unless the Elected Official was absent from all meetings at which the Land Use Matter was considered."

Section 2. Section 1-9-203 of Article 2, Chapter 9 of Title 1 of the Beverly Hills Municipal Code, is hereby amended to read as follows:

A. Revolving Door Prohibition.

1. No former City Official, for a period of two years after leaving City office or employment and no Elected Official or Planning Commissioner for a period of one year after leaving City office, shall represent, for compensation, any other person, by making any formal or informal appearance before, or by making any oral or written communication to, the City, the City Council or any member thereof, or any Commission, Committee, subcommittee of the City or member thereof, or any other officer or employee of the City, if the appearance or communication is made for the purpose of influencing Administrative or Legislative Action, or influencing any action or proceeding involving the issuance, amendment, awarding, or revocation of a permit, license, grant, or contract, or the sale or purchase of goods or property.

2. For any Elected Official or Planning Commissioner who is in office as of April 1, 2009, such Elected Official or Planning Commissioner shall not, for a period of 30 months after leaving City office, represent, for compensation, any other person, by making any formal or informal appearance before, or by making any oral or written communication to, the City, the City Council or any member thereof, or any Commission, Committee, subcommittee of the City or member thereof, or any other officer or employee of the City, if the appearance or communication is made for the purpose of influencing Administrative or Legislative Action, or influencing any action or proceeding involving the issuance, amendment, awarding, or revocation of a permit, license, grant, or contract, or the sale or purchase of goods or property.

B. No former Elected Official shall represent, for compensation, any person or entity, by making any communication to the City, if the communication is related to a Land Use Matter which was Voted Upon By the Elected Official during his or her term of office.

C. Elected Officials, City Officials and Planning Commissioners who participate in a decision to approve a Land Use Matter, shall be prohibited for a period of thirty months from the date of the decision from receiving from the applicant anything of value that exceeds \$500, including without limitation, any gift, payment of money, or other compensation that exceeds \$500. This prohibition shall continue in effect after the Elected Official, City Official or Planning Commissioner leaves office during the three year period. For the purposes of this prohibition, the "applicant" shall include partners, majority shareholders, and officers of the applicant, as well as any other person who provides anything of value to the Elected Official, City Official or Planning Commissioner on behalf of the applicant. If the applicant is making an application as an agent of a principal, then for the purposes of this Section the applicant shall be considered the principal, not the agent.

Section 3. Section 1-9-205 of Article 2, Chapter 9 of Title 1 of the Beverly Hills Municipal Code, is hereby amended to read as follows:

1-9-205. Exceptions.

The prohibitions in this Article shall not apply to the following:

A. Appearances or communications by former City Officials, Elected Officials or Planning Commissioners representing their personal interests, such as, but not limited to, an appearance before a City Commission or Committee concerning development of their home.

B. Appearances or communications by former City Officials, Elected Officials or Planning Commissioners at the request of, or on behalf of any government entity or public agency, including the City of Beverly Hills.

C. Appearances or communications by former City Officials, Elected

Officials or Planning Commissioners who are engaged in such activity without compensation.

D. Any former City Official, Elected Official or Planning Commissioners whose only activity is submitting a bid on a competitively bid contract, who submits a written or oral response to a request for more information, or who participates in an oral interview process. This exemption shall not apply to any person who attempts to influence the actions of any City Official or Elected Official with regard to any such contract outside an interview or public meeting."

Section 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective.

Section 5. Publication. The City Clerk shall cause this Ordinance to be published at least once in a newspaper of general circulation published and circulated in the City within fifteen (15) days after its passage, in accordance with Section 36933 of the Government Code; shall attest and certify to the adoption of this Ordinance and shall cause this Ordinance and the City Clerk's certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this City.

Section 6. Effective Date. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

Adopted: November 13, 2007
Effective: December 14, 2007

JIMMY DELSHAD

Mayor of the City of Beverly Hills, California

ATTEST:
(SEAL)
BYRON POPE
City Clerk

VOTE:

AYES: Councilmembers Krasne, Fenton, Briskman, Brucker and Mayor Delshad

NOES: None

ABSENT: None

CARRIED

ORDINANCE NO. 07-O- 2536 AN ORDINANCE OF THE CITY OF BEVERLY HILLS REGARDING STATE-FRANCHISED VIDEO SERVICE PROVIDERS AND ADDING ARTICLE 5 TO CHAPTER 2 OF TITLE 6 OF THE BEVERLY HILLS MUNICIPAL CODE THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS DOES ORDAIN AS FOLLOWS:

Section 1. Article 5 (State Franchised Video Service Providers) is hereby added to Chapter 2 (Cable, Video, and Telecommunications Service Providers) of Title 6 (Utilities and Franchises) of the Beverly Hills Municipal Code to read as follows:

*ARTICLE 5. STATE-FRANCHISED VIDEO SERVICE PROVIDERS

6-2-500:

A. AUTHORITY AND FINDINGS:

A. Assembly Bill 2387 (Nunez), formally called the Digital Infrastructure and Video Competition Act of 2006 (the "Act"), became effective on January 1, 2007.

B. The Act establishes a state franchising system administered by the Public Utilities Commission for video service providers.

C. The intent of this article is to exercise the City's regulatory authority pursuant to the Act and other state and federal law.

6-2-501: Customer Service Standards and Penalties for Material Breach:

A. Pursuant to California Public Utilities Code Section 5900, video service providers that have been issued a state franchise pursuant to California Public Utilities Code Section 5840 must comply with the provisions of Sections 53055, 53055.1, 53055.2, and 53082.2 of the California Government Code, and any other customer service standards pertaining to the provision of video service established by federal law or regulation and any laws subsequently enacted by the California Legislature (the "customer service standards").

B. The Customer Service Standards also include California Penal Code Section 637.5 and the privacy standards contained in the Federal Cable Act, at 47 U.S.C. § 551, et seq.

C. The City shall enforce the customer service standards within the City's jurisdiction, pursuant to California Public Utilities Code Section 5900(c).

D. Prior to imposing the penalties provided by this section, the City shall notify video service providers in writing of any material breach of these customer service standards. The video service provider shall have 30 days from the receipt of the notice to remedy the specified material breach.

E. A material breach of the customer service standards is punishable by a penalty of five hundred dollars (\$500) for each day of each material breach, not to exceed fifteen hundred dollars (\$1500) for each occurrence of a material breach.

F. If a subsequent material breach of the same standard occurs within twelve (12) months, the repeat material breach is punishable by a penalty of one thousand dollars (\$1,000) for each day of each material breach, not to exceed three thousand dollars (\$3,000) for each occurrence of the material breach.

G. If a third or further material breach of the same standard occurs within twelve (12) months of the first breach, the repeat material breach or breaches are punishable by a penalty of twenty-five hundred dollars (\$2,500) for each day of each material breach, not to exceed seventy-five hundred dollars (\$7,500) for each occurrence of the material breach.

H. Acts or omissions of a video service provider that result in breaches of two or more different customer service standards will be treated and penalized as separate material breaches of each violated standard.

I. This section shall not apply to any video service provider providing video services pursuant to a franchise agreement with the City.

6-2-502: PUBLIC, EDUCATIONAL, AND GOVERNMENTAL (PEG)

Mayor of the City of Beverly Hills, California

ATTEST:
(SEAL)
BYRON POPE
City Clerk

VOTE:
AYES: Councilmembers Krasne, Fenton, Briskman, Brucker and Mayor Delshad
NOES: None
ABSENT: None
CARRIED

ORDINANCE NO. 07-0-2533

AN ORDINANCE OF THE CITY OF BEVERLY HILLS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WILSHIRE COLONIAL PARTNERS, LLC, FOR CONSTRUCTION OF A MIXED-USE PROJECT AT 8600 WILSHIRE BOULEVARD

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS HEREBY ORDAINS AS FOLLOWS:

Section 1. The City of Beverly Hills ("City") and Wilshire Colonial Partners, LLC ("Developer") desire to enter into that certain development agreement (the "Development Agreement" herein), attached to this Ordinance as Exhibit A in connection with the construction of a mixed-use development generally consisting of 6,383 square feet of ground floor retail/commercial space and a maximum of 26 residential condominium units, two of which will be affordable, at property located at 8600 Wilshire Boulevard (the "Project").

Section 2. The Development Agreement has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000 et seq. ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.), and the City's Local CEQA Guidelines. An Environmental Impact Report was prepared in connection with the Project. The City Council has certified the Final Environmental Impact Report ("FEIR") and made environmental findings in connection with the approval of the Project, including this Development Agreement, and adopted a Mitigation Monitoring and reporting program for the Project, as fully set forth in Resolution No. 07-R-12444, adopted by the City Council on November 13, 2007. That Resolution is incorporated herein by reference, and made a part hereof as if fully set forth herein.

Section 3. On March 8, 2007, the Planning Commission conducted a duly noticed public hearing to consider the Development Agreement and the Project. Notices of the time, place and purpose of public hearing were duly provided in accordance with California Government Code Sections 65867, 65090 and 65091.

Section 4. On June 19, 2007, July 24, 2007, October 2, 2007 and October 16, 2007, the City Council conducted a duly noticed public hearing to consider the Development Agreement and the Project. Notices of the time, place and purpose of the public hearing were duly provided in accordance with California Government Code Sections 65867, 65090 and 65091.

Section 5. The provisions of the Development Agreement are consistent with the City of Beverly Hills General Plan and comply with its objectives and policies including the objective of developing standards for mixed commercial and residential uses. The Development Agreement implements the terms of the General Plan and City ordinances, including a General Plan Amendment processed in connection with the Project to change the land use designation of the project site from Commercial to Mixed-Use, and does not allow development except in conformance with the General Plan, as amended.

Section 6. The City Council hereby approves the Development Agreement and authorizes the Mayor to execute the Development Agreement on behalf of the City.

Section 7. No later than ten (10) days after the effective date of this Ordinance, the City Clerk shall record with the County Recorder a copy of the Development Agreement and the notice shall describe the land to which such contract applies.

Section 8. The City Clerk shall cause this Ordinance to be published at least once in a newspaper of general circulation published and circulated in the City within fifteen (15) days after its passage, in accordance with Section 36933 of the Government Code; shall certify to the adoption of this Ordinance and shall cause this ordinance and this certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this City.

Section 9. Effective Date. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

Adopted:
Effective:

JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

ATTEST:
(SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

ROXANNE M. DIAZ
Chief Assistant City Attorney

RODERICK J. WOOD
City Manager

VINCENT P. BERTONI, AICP
Director of Community Development

EXHIBIT A

DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY:
CITY OF BEVERLY HILLS

AND WHEN RECORDED MAIL TO:

City of Beverly Hills
Attention: City Attorney's Office
455 North Rexford Drive, Room 220
Beverly Hills, CA 90210

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made effective as of _____, 2007, by and between the CITY OF BEVERLY HILLS, a California municipal corporation (the "City"), and Wilshire Colonial Partners, LLC, a California Limited Liability Company (the "Developer"). The City and Developer are individually referred to herein as a "Party" and collectively referred to as the "Parties."

This Agreement is made and entered into with regard to the following facts, each of which is acknowledged as true and correct by the Parties to this Agreement:

A. Developer is the fee owner of that certain real property located in the City of Beverly Hills, California and described in Exhibit A attached hereto and incorporated herein by reference; and
B. Developer desires to construct the Project (as hereafter defined); and
C. Developer has applied to the City for approval of this mutually binding Agreement, pursuant to the provisions of the Development Agreement Act (as hereinafter defined) and other applicable laws; and
D. In anticipation of the development of the Project, Developer has made application to the City (in its governmental capacity) for certain approvals, entitlements, findings and permits required for the development and construction of the Project, including, without limitation (i) application for a general plan amendment, planned development, zone change and vesting tentative tract map; and (ii) application for a development agreement for the Project under the Development Agreement Act; and

E. The Developer has, as of the Effective Date of this Agreement, received approval of the Project Approvals (as hereinafter defined) allowing the development and construction of the Project; and
F. The City Council has specifically considered and approved the impact and benefits of this Project upon the welfare of the City; and
G. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Project in a manner consistent with the City's Official Zoning Regulations, the Applicable Rules (as hereinafter defined) and the General Plan; and

H. To provide such certainty, the City desires, by this Agreement, to provide the Developer with assurance that the Developer can proceed with development of the Project with the uses, density and other land use characteristics specified in the Project Approvals. The Developer would not enter into the Project Agreement, or agree to provide the public benefits and improvements described therein without the City's agreement that the Project can be developed, during the term of this Agreement, with the uses, density and other land use characteristics specified in the Project Approvals; and
I. The City has determined that, as a result of the development of the Project in accordance with the Project Approvals and this Agreement, substantial benefits will accrue to the public, including without limitation, the provision of housing, including two affordable units for Moderate Income Households, the development of a mixed-use project on four lots, three of which are vacant, and a monetary contribution to the City; and
J. On March 8, 2007, pursuant to the requirements of the Development Agreement Act, the Planning Commission of the City of Beverly Hills conducted a hearing on the Developer's application for this Agreement; and
K. On June 19, 2007, July 24, 2007, October 2, 2007 and October 16, 2007, pursuant to the requirements of the Development Agreement Act, the City Council of the City of Beverly Hills (the "City Council") conducted a hearing on the Developer's application for this Agreement;

L. The City Council has found and determined that this Agreement is consistent with the City's General Plan, as amended by the Project Approvals, and all other plans, policies, rules and regulations applicable to the Project;

M. On November 13, 2007, the City Council adopted Ordinance No. _____, 2007, approving this Agreement, and such ordinance became effective on _____, 2007.

N. By Resolution No. 07-R-12444, adopted by the City Council on November 13, 2007, the City Council reviewed and certified, after making appropriate findings, a Final Environmental Impact Report for the Project dated April 2006, including the Supplement to the EIR dated June 2007, that contemplates this Agreement.

AGREEMENT

NOW THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and in consideration and the mutual promises and covenants herein contained and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided herein, or unless the context of this Agreement otherwise requires, the following words and phrases shall be defined as is set forth below:

(a) "Affordable Housing Agreement" means an agreement between Developer and City for the provision of two Designated Units in the form attached hereto as Exhibit B, incorporated herein by this reference.

(b) "Affordable Housing Cost" means a housing cost which is calculated pursuant to California Health and Safety Code Section 50052.5, as amended from time to time, and the regulations adopted by the California Department of Housing and Community Development pursuant to Section 50052.5, as such regulations may be amended from time to time.

(c) "Affordable Sales Price" means a price that does not exceed an amount such that the Qualified Purchaser's aggregate monthly payment for Housing Costs does not exceed the Affordable Housing Cost.

(d) "Applicable Rules" means the rules, regulations, ordinances, resolutions, codes, guidelines, and officially adopted procedures and official policies of the City governing the use and development of real property, including, but not limited to, the City's Official Zoning Regulations and building regulations, adopted as of the Effective Date of this Agreement. Among other matters, the Applicable Rules set forth and govern the permitted uses of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property.

(e) "CEQA" means the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), as it now exists or may hereafter be amended.

(f) "Change of Control" shall "Change of Control" shall refer to a transaction whereby the transferee acquires a beneficial ownership interest in the Developer such that after such transaction there is a change of identity of the person or entity that has the power to direct or cause the direction of the management and policies of the Developer, whether through the ownership of voting securities, by contract or otherwise. However, neither of the following shall trigger the EMS Fee: (i) appointment or replacement of a non-owner manager nor (ii) the designation of an Existing Owner as a managing member of a successor Developer so long as the EMS Fee shall have been paid in connection with the acquisition of the Property by the successor Developer and the designee was an Existing Owner at the time of such acquisition.

(g) "Conditions of Approval" shall mean those conditions of approval imposed by the City upon the Project Approvals.

(h) "Designated Units" shall mean a dwelling unit that will be offered for sale exclusively to a Qualified Purchaser at an Affordable Sales price pursuant to the Affordable Housing Agreement.

(i) "Developer Fees" shall mean those fees established and adopted by City with respect to development and its impacts pursuant to applicable governmental requirements, including Section 66000 et seq., of the Government Code of the State of California, including but not limited to impact fees, linkage fees, excactions, assessments or fair share charges or other similar impact fees or charges imposed on or in connection with new development by the City. Developer Fees does not mean or include Processing Fees.

(j) "Development Agreement" or "Agreement" means this Agreement.

(k) "Development Agreement Act" means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

(l) "Discretionary Action(s)" or "Discretionary Approval(s)" means an action which requires the exercise of judgment, deliberation or discretion on the part of the City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which is defined herein as a Ministerial Permit or Ministerial Approval.

(m) "Effective Date of this Agreement" shall mean the date this Agreement is fully executed by the Parties, provided the ordinance adopting this Agreement is in effect, fully executed, and is recorded in the official records of the Los Angeles County Recorder.

(n) "EIR" shall mean the final Environmental Impact Report (State Clearing House No. 2005101081), which was prepared, circulated and certified in accordance with applicable law, including, without limitation, CEQA, including the Supplement to the Environmental Impact Report dated June 2007. "EIR Mitigation Measures" shall mean the mitigation measures imposed upon the Project pursuant to the EIR and the Conditions of Approval.

(o) "Environmental Mitigation and Sustainability Fee" shall mean the fee defined in Section 10(g) and, in addition to the amount set forth in Section 10(g), shall include any costs incurred by the City in connection with the foreclosure of any lien, including attorneys' fees, attorneys' fees incurred by City in connection with any bankruptcy of the applicable seller, and interest at 10 percent per annum (but not in excess of the maximum amount permitted by law) on such unpaid fees.

(p) "Excess Parking Spaces" shall mean the nine (9) spaces to be granted to the City for its own exclusive use or that of its tenants, invitees and/or general public ("designees") as set forth in this Agreement and the easement set forth in Exhibit C.

(q) "General Plan" means the General Plan of the City, as it exists as of the Effective Date of this Agreement.

(r) "Housing Cost" shall have the meaning ascribed in Section 6920 of Title 25 of the California Code of Regulations, as such regulation may be amended from time to time.

(s) "Ministerial Permit(s)", or "Ministerial Approval(s)" means a permit or approval, including, but not limited to, building permits, grading permits, zone clearances, and certificates of occupancy, which requires the City, including any board, agency, commission or department or any officer or employee thereof, to determine whether there has been compliance with applicable rules, statutes, ordinances, conditions of approval, and/or regulations, as distinguished from an activity which is included in the definition of Discretionary Action or Discretionary Approval.

(t) "Moderate Income Households" means households whose income is between eighty percent (80%) and one hundred twenty percent (120%) of the area median income, adjusted for family size, as determined by regulations adopted by the California Department of Housing and Community Development pursuant to Health and Safety Code Sections 50052.5 and 50093, as such statutes and regulations may be amended from time to time.

(u) "Processing Fees" means all processing fees and charges required by the City and applied uniformly to all construction or development related activity including, but not limited to, fees for land use applications, building permit applications, building permits, grading permits, encroachment permits, subdivision or parcel maps, lot line adjustments, street vacations, inspection fees, certificates of occupancy and plan check fees. Processing Fees shall not mean or include Developer Fees.

(v) "Project" means the development of the Property as described in the Project Approvals.

(w) "Project Approvals" shall include, collectively, a General Plan Amendment, Zoning Code Amendment, Planned Development Permit, Vesting Tentative Tract Map ("Tract Map"), architectural review and encroachment permit(s), approved by the City with respect to the Project, including the CEQA actions and all conditions of approval, and shall include any Subsequent Project Approvals (as hereinafter defined).

(x) "Property" means the real property described on Exhibit A.

(y) "Qualified Purchaser" means an individual whose household is a Moderate Income Household.

(z) "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the exercise of City's police powers, as defined in Section 9 of this Agreement.

10. "Sales Transaction" means any transaction evidenced by the recording of a conveyance document that conveys the Property, or any subdivided portion of the Property, and which conveyance would be subject to, and not exempt from, the Los Angeles County Documentary Transfer Tax (Los Angeles County Code, Chapter 4.60) or the City of Los Angeles Real Estate Transfer Tax (Los Angeles City Municipal Code, Chapter 2, Article 1.9) as those taxes exist on the Effective Date of this Agreement. A transaction whereby the possession of all or a portion of the Property is transferred but the seller retains the title as security for the payment of the price shall be deemed a Sales Transaction. Notwithstanding the foregoing, a transfer of all or a portion of the Property as a result of a judicial or non-judicial foreclosure, or by deed in lieu of foreclosure, initiated by a Mortgagee (as defined in Section 24 below), shall not be deemed a Sales Transaction. For the purposes of triggering the EMS Fee only, a Sales Transaction shall include (i) any sale, assignment, or transfer of fifty percent (50%) or more of the beneficial ownership interest in Developer, whether in one transaction or a series of transactions, provided however, that any transfers of ownership interests among the owners (or the beneficial owners of such owners) of any successor Developer hereunder (each an "Existing Owner"), shall not be deemed a Sales Transaction so long as the EMS Fee shall have been paid in connection with the acquisition of the Property by such successor Developer and the transferee was an Existing Owner at the time of such acquisition, or (ii) any Change of Control.

(bb) "Subsequent Land Use Regulations" means any change in or addition to the Applicable Rules adopted after the Effective Date of the Agreement, including, without limitation, any change in any applicable general or specific plan, zoning, subdivision, or building regulation, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the Mayor, City Council, Planning Commission or any other board, agency, commission or department of City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project.

(cc) "Subsequent Project Approvals" shall mean all further Discretionary Actions or Discretionary Approvals required or requested with respect to the Project. Following adoption, a Subsequent Project Approval shall become a Project Approval.

(dd) "Zoning Regulations" shall mean the official zoning regulations of the City adopted as of the Effective Date of this Agreement.

2. Recitals of Premises, Purpose and Intent.

(a) State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement

Act expressly provides as follows:

"The Legislature finds and declares that:

(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development."

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City accepts restraints on its police powers contained in development agreements only to the extent, and for the duration, required to achieve the mutual objectives of the Parties.

3. The Project. It is the Developer's intent to develop the Property as described in the Project Approvals and the EIR subject to the Applicable Rules, the Project Approvals, and the Conditions of Approval and this Agreement. The Parties hereby agree that, for the Term of this Agreement, the permitted uses, the density and intensity of use, the subdivision requirements, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development of the Property shall be those set forth in the Project Approvals, the Applicable Rules and this Agreement, including the Conditions of Approval for the Project.

4. Property Subject to Agreement. This Agreement shall apply to all of the real property described in Exhibit A attached hereto (the "Property"), and all such real property shall be subject to this Agreement.

5. Application of Agreement. This Agreement shall apply to the development and use of the Property. Such development shall be in accordance with the Project Approvals and this Agreement.

6. Term of Agreement and Tract Map. The initial term of this Agreement shall commence on the Effective Date of this Agreement, and shall continue for five (5) years or until the Project is complete and a certificate of occupancy has been issued, whichever is earlier. Upon approval of a final map for the Project, the term of this Agreement shall be extended until the expiration of the vested rights that accompany the vesting tentative tract map for the Project. The term of the vesting tentative tract map for the Project shall be extended to five years from the Effective Date of this Agreement. Notwithstanding the term set forth above, the obligation to pay the Environmental Mitigation and Sustainability Fee, the obligation to provide two Designated Units and the obligation to provide Excess Parking Spaces shall continue indefinitely as provided for in this Agreement.

7. Timing of Development. The parties acknowledge that Developer cannot at this time predict when or if the Property will be developed. Such decisions depend upon numerous factors, which are not within the control of Developer. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development over in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Property consistent with the Project Approvals and the Conditions of Approval in such order and at such rate and at such times as the Developer deems appropriate within the exercise of its sole and subjective business judgment during the Term of this Agreement.

8. Permitted Uses; Density; Building Heights and Sizes; Required Developments. The City and the Developer hereby agree that the permitted uses of the Property, the density and intensity of such uses, the maximum heights and sizes of the buildings and improvements to be constructed on the Property, and the reservation and dedication of land for public purposes required in connection with the development of the Property shall be as set forth in and consistent with the Project Approvals or Subsequent Project Approvals. The Developer shall not cause or permit any use of the Property that is not permitted by the Project Approvals, and shall not cause or permit the construction of any building or improvement that exceeds the maximum density, building heights, and/or building sizes, set forth in or otherwise required by the Project Approvals and any Subsequent Project Approvals.

9. Developer's Rights. The Developer shall have and is hereby vested with the rights, during the term of this Agreement, to develop the Project as set forth in the Project Approvals, all of which are hereby incorporated in this Agreement by reference.

10. Changes in Applicable Rules.

(a) Nonapplication of Changes in Applicable Rules. The adoption of any Subsequent Land Use Regulations after the Effective Date of this Agreement, or any change in, or addition to, the Applicable Rules (other than changes in Development Fees and Processing Fees or other changes as provided in this Agreement), including, without limitation, any changes in the General Plan or the Zoning Regulations (including any regulation relating to the timing, sequencing, or phasing of the Project or construction of all or any part of the Project), adopted after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by any board, agency, commission or department of the City, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with the Project Approvals shall not be applied to the Project unless such changes represent an exercise of the City's Reserved Powers. The City's Reserved Powers is defined as the enactment of regulations, and/or the taking of Discretionary Actions, if the same is expressly provided by the City to be necessary to protect the residents of the Project or the residents of the City from a condition that is dangerous to public health and/or safety or if the same is required to comply with State or Federal laws (whether enacted previous or subsequent to the Effective Date of this Agreement).

(b) Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time in the provisions of the City's building, fire, mechanical, plumbing, swimming pool, spa, hot tub, energy and electrical regulations which are based on the recommendations of a multi-state professional organization and become applicable throughout the City, including, but not limited to, the California Building Code and other similar or related uniform codes.

(c) Changes Mandated by Federal or State Laws or Regulations. Changes in, or additions to, the Applicable Rules adopted or made operative on or after the Effective Date of this Agreement shall apply to the Project, if such changes or additions are specifically mandated to be applied to developments such as the Project, by applicable State or Federal laws or regulations. Where City or Developer believes that such change or addition exists, the Parties shall provide the other Party hereto with a copy of such State or Federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Agreement. The City's determination shall be final and conclusive.

(d) Changes in Processing Fees Under Applicable Rules. The Project shall be subject to any increase in Processing Fees imposed by the City, provided that no such change shall be solely applicable to the Project.

(e) Applicable Developer Fees. The Project shall be subject to the payment of Developer Fees no matter when adopted, in the amount in effect at the time that the Developer Fee becomes due under the Applicable Rules or any law adopted after the Effective Date of this Agreement.

11. Developer's Obligations.

(a) Conditions of Approval. The Developer shall comply with the Conditions of Approval.

(b) Payment of Developer Fees and Processing Fees. The Developer shall pay all Developer Fees and Processing Fees when such fees are required to be paid under the laws of the City, whether or not such fees are adopted or increased before or after the Effective Date of this Agreement.

(c) Payment of Other Fees. On the Effective Date of this Agreement, Developer shall pay all outstanding City Processing Fees, including the costs for processing of the Project applications and for the environmental impact report, and legal costs for the preparation of this Agreement.

(d) Infrastructure Fee. Prior to the issuance of a building permit for the Project, Developer shall pay to City an infrastructure fee in the amount of Two-Hundred Six Thousand and Two Hundred Fifty Dollars (\$26,257.00).

(e) Public Benefit Contribution. Prior to the issuance of a building permit for the Project, Developer shall pay to City a public benefit contribution of Nine Hundred Thousand Dollars (\$900,000.00).

(f) Affordable Housing. Developer shall address affordable housing needs by constructing two (2) Designated Units within the portion of the Project located in the C-3 underlying zone, and within the 33,230 square feet otherwise approved for residential units in the C-3 Zone. The sale and resale of the Designated Units shall be limited to Moderate Income Households at a price that does not exceed the Affordable Housing Cost in accordance with the Affordable Housing Agreement. Prior to issuance of any building permit for the Project, Developer shall execute, acknowledge and deliver to the City the Affordable Housing Agreement. In the form attached hereto as Exhibit B. This restriction shall run with the land in perpetuity or for the longest period of time permissibility under law. Prior to the sale of any residential unit within the project or prior to certificate of occupancy, whichever comes first, Developer and City shall cause to be recorded the Affordable Housing Agreement, in form and content approved by the City Attorney, implementing and consistent with this Section 10(f). The regulatory agreement shall be recorded on title to the two Designated Units.

Developer hereby covenants, represents and warrants that Developer will obtain and deliver to the City a recordable subdivision of any lien that is prior or superior to the Affordable Housing Agreement and will cause said lienholder(s) to subordinate its lien to the Affordable Housing Agreement prior to issuance of any building permit for the Project and at the time of recordation of the Affordable Housing Agreement. Developer shall cause a title company reasonably acceptable to the City to issue CLTA policy of title insurance (at no cost to the City) insuring that the Affordable Housing Agreement is superior to all liens and conflicting encumbrances, with a policy amount equal to the fair market value of the two Designated Units as determined in good faith by the City.

(g) Environmental Mitigation and Sustainability Fee.

(i) Amount of fee. Concurrent with the close of each Sales Transaction, the seller shall pay or cause to be paid to City an Environmental Mitigation and Sustainability Fee ("EMS Fee"). The amount of the EMS Fee shall be equal to \$4.50 for each \$1,000 of the consideration or value of the interest or property conveyed (exclusive of the value of any lien or encumbrance remaining thereon at the time of sale), subject to adjustment as set forth in Section 10(g)(ii) below. The EMS Fee shall be paid from the escrow account set up for the Sales Transaction. The fee shall be paid upon any Sales Transaction by Developer, and upon each subsequent Sales Transaction by the then current owner.

(ii) Adjustment of EMS Fee. If, after the Effective Date of this Agreement, the City adopts or increases a real estate transfer tax or documentary transfer tax for Beverly Hills, so that the combined total of the City's taxes and the County

of Los Angeles Documentary Transfer Tax exceeds the current \$1.10 per \$1000 of City and County documentary transfer taxes, then the EMS Fee imposed upon all subsequent Sales Transactions shall be reduced by the amount of the combined taxes that exceeds \$1.10 per \$1000. For example, if City adopts a real estate transfer tax of \$2.20 per \$1000, thus increasing the combined City and County real estate transfer taxes and documentary transfer taxes to \$3.30 per \$1,000 of sales price, then the EMS Fee on all subsequent Sales Transactions would be \$2.20 per \$1000 of sales price (i.e. \$4.50-\$2.20 = \$2.30). If the City increases the documentary transfer tax or adopts a real estate transfer tax so that the combined taxes exceed \$5.60 per \$1000 of sales price, then no further EMS Fee shall be due or payable.

(iii) Liens for EMS Fee Payable Upon Sale. Developer hereby grants to the City, with power of sale, a lien on the Property to secure the payment of the EMS Fee payable upon each Sales Transaction. In the event that the EMS Fee secured by such lien is not paid concurrently with and as a condition to the closing of a Sales Transaction by Developer or any successor-in-interest to Developer, then City may enforce such lien by sale by City, its attorney or any other person or entity authorized by the City Manager to conduct the sale. Any such sale shall be conducted in accordance with California Civil Code Sections 2924, 2924a, 2924b, 2924c, 2924d, and 2924h, or in any other manner permitted or provided by law. City, through its agent authorized by the City Manager, shall have the power to bid on the encumbered property at the sale, using as a credit bid the amounts secured by such lien, its own funds, or funds borrowed for such purpose, and to acquire the lot or parcel. City is hereby granted, in trust, the applicable lot or parcel and is appointed as trustee for purposes of noticing and effecting any sale pursuant to the provisions of this Section and is hereby expressly granted a "power of sale" in connection therewith. Developer, or any subsequent owner of the Property or any portion thereof, shall provide notice to City, in a form satisfactory to the City, upon any opening of escrow that will result in a Sales Transaction or any other conveyance of the Property or portion thereof. The notice shall include a declaration stating the amount of the EMS Fee due upon closing of any Sales Transaction, or in the case of a conveyance that is not a Sales Transaction, the reason that such conveyance is not a Sales Transaction and therefore not subject to the EMS Fee. Upon receipt of the full amount of the EMS Fee payable with respect to a sale, City shall execute and deliver such documentation, in recordable form, as Developer, the buyer or the title company may reasonably request to evidence the payment of the EMS Fee and extinguishment of the City's lien rights with respect to such sale. Such documentation shall also indicate that payment of the EMS Fee shall not extinguish the City's lien rights with respect to subsequent Sales Transactions.

(h) Excess Parking Spaces. The Project contains the Excess Parking Spaces. Prior to issuance of any building permit for the Project, Developer shall execute, acknowledge and deliver an easement to the City, in the form attached hereto as Exhibit C, granting the City an easement for the use of the Excess Parking Spaces by the City, its invitees, agents, employees and/or the general public (the "Easement"). The Excess Parking Spaces shall: (i) be constructed by the Developer at its sole cost; (ii) be in a location reasonably selected by the City; (iii) be clearly striped and marked for use by the City or its designees; (iv) be maintained in a good condition; and (v) display signs acceptable to the City to allow City or its designees the right to tow unauthorized users of said spaces. Developer shall cause any association formed that adopts covenants, conditions and restrictions ("CCRs") to maintain the parking and common areas of the commercial portion of the Project, including these provisions and that said CCR's implementing this section shall not be amended without prior notice and approval of the City. Developer hereby covenants, represents and warrants that Developer will obtain a recordable subdivision of any lien that is prior or superior to the Easement and will cause said lienholder(s) to subordinate its lien to the Easement prior to issuance of any building permit for the Project and at the time of recordation of the Easement. Developer shall cause a title company reasonably acceptable to the City to issue CLTA policy of title insurance (at no cost to the City) insuring that the Easement is not subordinate to any lien or conflicting encumbrance (however the Easement may be junior to the Affordable Housing Agreement) with a policy amount equal to the replacement cost of the Excess Parking Spaces as determined in good faith by the City.

(i) Notwithstanding 9(d) and (e), if, after the Effective Date, the City adopts a Developer Fee or Fees for the purpose of addressing a project's impact on the City's infrastructure (such as streets, utilities, lights), or to offset the loss of business taxes, Developer shall not be required to pay said fee or fees since this Agreement requires Developer to pay the infrastructure and public benefit fees set forth in paragraphs (d) and (e) of this Section. The determination of whether a Developer Fee addresses a project's impact on the City's infrastructure (such as streets, utilities, lights), or whether a Developer Fee is adopted to offset the loss of business taxes, shall be determined by the City in its sole discretion.

(j) Prior to any Sales Transaction, City and Developer shall record a document containing forms and procedures for implementation of paragraph 10(g).

(k) Nothing in this section shall excuse the Developer from paying any increases in existing Developer Fees.

(l) Developer covenants and agrees that neither tenants nor other occupants of the Project shall qualify to participate in any preferential parking district that may be established by the City.

(m) Issuance of Building Permit. The City shall be under no obligation to issue a building permit(s) for the Project until all the fees set forth in Sections 9 and 10 (except for the EMS Fee) have been fully paid to City and Developer has fulfilled all other obligations that are required to be performed before issuance of a building permit.

(n) Default. Failure by City or Developer to perform any term or provision of this Agreement for a period of thirty days from the receipt of written notice thereof from the other shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. Said notice shall specify in detail the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

(o) Termination without cure. After notice and expiration of the thirty (30) day period without cure, the notifying party, at its sole option, shall have all rights and remedies provided by law and/or may give notice of intent to terminate this Agreement pursuant to Government Code Section 65868. Following such notice of intent to terminate, the matter shall be scheduled for consideration and review by the Council within thirty calendar days in the manner set forth in Government Code Sections 65867 and 65868.

Upon any such termination, the respective rights, duties and obligations of the parties hereto shall without further action cease as of the date of such termination (except as to duties and obligations that arose prior to the date of such termination). In no event shall monetary damages be available against the City for any alleged default or breach by the City.

(p) Expiration. Upon the expiration of the Term, this Agreement shall terminate and be of no further force or effect; provided, however, such termination shall not affect Developer's obligations under Section 10, subsections (f), (g), (h) and (l) nor the obligation to pay any claim of any Party hereto, arising out of the provisions of this Agreement, prior to the effective date of such termination. The obligations under Section 10, subsections (f), (g), (h) and (l) and the obligations to pay any claim arising before the effective date of termination shall continue after termination in perpetuity or until completed.

(q) Transfers of Interests in Property or Agreement. In the event of a proposed transfer of interest in the Property or in this Agreement by Developer, Developer agrees to provide City at least thirty days written notice of such proposed assignment prior to the proposed transfer and shall provide satisfactory evidence that the assignee will assume in writing through an assignment and assumption agreement all obligations of Developer under this Agreement. Notwithstanding the foregoing: (i) the terms, covenants and conditions of this Agreement shall be binding upon any transferee whether or not such an assignment and assumption agreement is signed by the assignee upon acquiring the Property; and (ii) no such transfer shall relieve the Developer (Developer) of any obligations under this Agreement.

(r) Assignment and Assumption of Obligations. For all proposed transfers of interest in the

nify or reimburse itself for such costs, the applicant shall restore the deposit to its original amount within fifteen (15) days after notice from the City. Additionally, if at any time the City Attorney determines that an additional deposit or additional security is necessary to secure the obligations of this section, the Developer shall provide such additional security within fifteen (15) days of notice from the City Attorney. The City shall promptly notify the Developer of any claim, action or proceeding within the scope of this Section and the City shall cooperate fully in the defense of any such claim or action, but shall have the right to resolve any challenge, in any manner, in its sole discretion.

(d) Notwithstanding anything to the contrary contained herein, Developer's obligations under subsection (b) of this Section 16 shall not extend to any challenge to the legality or enforceability of the EMS Fee that arises or is asserted more than ninety (90) days after the recording of the final map for the Project or the issuance of a building permit for the Project, whichever is later.

17. Relationship of the Parties. The Parties acknowledge and agree that the Developer is not acting as an agent, joint venturer or partner of the City, but is, in fact, an independent contractual party and not in any way under the control or direction of the City except as is expressly provided to the contrary in this Agreement.

18. Recordation. As provided in Government Code Section 65868.5, the City Clerk shall record a copy of this Agreement with the Registrar-Recorder of the County of Los Angeles within ten (10) days following its execution by both Parties. Developer shall reimburse the City for all costs of such recording, if any.

19. No Third Party Beneficiaries. The only Parties to this Agreement are the City and Developer and their respective successors-in-interest. There are no third party beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever.

20. Advice; Neutral Interpretation. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been drafted through a joint effort of the Parties and their counsel and therefore shall not be construed against either of the Parties in its capacity as drafter/party, but shall be construed against the City.

21. Certificate of Compliance. At any time during the term of this Agreement, any lender or other Party may request any Party to this Agreement to confirm that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications) and that (ii) to the best of such Party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults and (iii) any other information reasonably requested. Each Party hereby agrees to provide a certificate to such lender or other Party within ten (10) business days of receipt of the written request hereafter. The failure of any Party to provide the requested certificate within such ten (10) business day period shall constitute a confirmation that this Agreement is in full force and effect without modification except as may be represented by the requesting Party and that to the best of such Party's knowledge, no defaults exist under this Agreement, except as may be represented by the requesting Party.

22. Consideration. The City and Developer acknowledge and agree that there is good, sufficient and valuable consideration flowing to the City and to Developer pursuant to this Agreement, as more particularly set forth in the Recitals and Sections 2, 8 and 10 of this Agreement. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just and reasonable.

23. Periodic Reviews. (a) Annual Reviews. City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with the provisions of this Agreement and Government Code Section 65865.1. The reasonable cost of each annual review conducted during the term of this Agreement shall be reimbursed to City by Developer. Such reimbursement shall include all direct and indirect expenses actually and reasonably incurred in such annual reviews.

(b) Special Reviews. In addition, the City Council of the City may order a special periodic review of Developer's compliance with this Agreement at any time. The cost of such special reviews shall be borne by the City, unless such a special review demonstrates that Developer is not acting in good faith compliance with the provisions of this Agreement. In such cases, Developer shall reimburse City for all costs, direct and indirect, incurred in conjunction with such a special review.

(c) Procedure for Review. The City's Director of Community Development shall conduct the review contemplated by this Section 23 to ascertain whether the Developer has complied in good faith with the terms and conditions of this Agreement during the period for which the review is conducted. The Director of Community Development shall give the Developer written notice that any such review has been commenced, and shall give the Developer at least twenty (20) days after Developer's receipt of such notice to provide to the Director of Community Development such information as the Developer deems relevant to such review. In addition, upon the written request of the Director of Community Development, the Developer shall furnish such documents or other information as requested by the Director of Community Development.

(d) Result of Review. If, following such a review, the Director of Community Development finds good faith compliance by the Developer with the terms and conditions of this Agreement, the Director of Community Development shall issue to the Developer an executed certificate of compliance, certifying the Developer's good faith compliance with the terms and conditions of this Agreement through the period of such review. Such certificate shall be in recordable form, and shall contain such information as may be necessary to impart constructive record notice of the finding of good faith compliance hereunder. The Developer shall have the right to record such certificate of compliance in the Official Records of the County of Los Angeles. If, following such a review, the Director of Community Development, finds that the Developer has not complied in good faith with the terms and conditions of this Agreement, the Director of Community Development shall specify in writing the respects in which the Developer has failed to so comply. The Director of Community Development shall provide the Developer with written notice of such noncompliance in the manner provided in Section 30, together with a written specification of the reasons therefore. Such written notice shall also specify a reasonable time for the Developer to cure such non-compliance, which time shall be not less than thirty (30) days after the Developer's receipt of such notice.

(e) Appeals to City Council. A determination of non-compliance by the Director of Community Development pursuant to this Section 23 shall be appealable to the City Council within thirty (30) days after the Developer's receipt of the Director of Community Development's written notice of non-compliance given pursuant to Section 23(d) above. If the Developer appeals such a determination to the City Council, then the City Council shall schedule a public hearing thereon not later than thirty (30) days after the date on which the Developer gives its notice of appeal to the City. At such hearing, the Developer shall be entitled to address all of the issues considered by the Director of Community Development in making such determination. Information presented by the Developer at such hearing may be presented orally and/or in writing. If, after receiving any written response of the Developer to the Director of Community Development's determination, and after considering all of the information presented at such hearing, the City Council finds that the Developer is not in good faith compliance with the terms and conditions of this Agreement, then the City Council shall specify in writing to the Developer the respects in which the Developer has failed to so comply, and shall also specify a reasonable time for the Developer to ensure such non-compliance, which time shall be not less than thirty (30) days after the Developer's receipt of such notice. A determination by the City Council of non-compliance shall be in writing delivered in accordance with Section 30, and shall specify in detail the grounds therefore, so that the Developer shall have the opportunity to implement any measures necessary to cure such non-compliance. If the non-compliance so specified by the City Council is not cured within the time so specified, then the City may terminate this Agreement by providing written notice of termination.

(f) Effect on Default. Nothing in this Section 23 shall be interpreted to prevent the City from providing the Developer with a notice of default hereunder at any time other than during a periodic review under this Section 23, or from terminating this Agreement pursuant to the provisions hereof following any event of default by the Developer, subject to the notice and cure provisions of Section 12 above.

(g) Failure of Periodic Review. The City's failure to review, at least annually, compliance by Developer with the terms and conditions of this Agreement shall not constitute or be asserted by any Party as a breach by any other Party of this Agreement.

24. Mortgagee Protection. This Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any improvements thereon by any mortgage, deed of trust or other security device. The City acknowledges that the lender(s) providing such financing ("Mortgagee") may require certain Agreement interpretations and agrees, upon request, from time to time, to meet with Developer and representatives of such lender(s) to provide, with reasonable notice, the period of the City's response to such requested interpretations. Any Mortgagee of a mortgagee or a beneficiary of a deed of trust or any successor or assign thereof, including without limitation the purchaser at a judicial or non-judicial foreclosure sale or a person or entity who obtains title by deed-in-lieu of foreclosure on the Property must be entitled to the following rights and privileges:

(a) Mortgage Not Rendered Invalid. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the priority of the lien of any mortgage or deed of trust on the Property made in good faith and for value, provided, however, that each lien securing EMS Fees described in Section 10(g) above shall be prior and superior to mortgage or deed of trust security financing used to purchase the applicable condominium unit if the EMS Fee payable upon such purchase and sale shall not have been paid and all liens must be junior and subordinate to the Affordable Housing Agreement and the Easement. No Mortgagee shall have an obligation or duty under this Agreement to perform Developer's obligations, or to guarantee such performance, before taking title to all or a portion of the Property.

(b) Request for Notice to Mortgagee. The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, who has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive a copy of any notice of default hereunder delivered to Developer.

(c) Mortgagee's Time to Cure. The City shall provide a copy of any notice of default hereunder to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee must have the right, but not the obligation, to cure the default for a period of thirty (30) days after receipt of such notice of default. Notwithstanding the foregoing, if such default is a default which can be remedied by such Mortgagee obtaining possession of the Property, Mortgagees shall have the right to seek to obtain possession with diligence and continuity, and to remedy or cure such default within thirty (30) days after obtaining possession, and except in cases of emergency or to protect the public health or safety, the City may not exercise its remedies set forth herein until expiration of such thirty (30) day period; provided, however, that in the case of a default which cannot with diligence be remedied or cured or the remedy or cure of which cannot be commenced within such thirty (30) day period, the Mortgagee shall have such additional time as it is reasonably necessary to remedy or cure such default, provided that Mortgagee diligently proceeds to cure and provided further that in no case shall such default be cured no later than one (1) year after Mortgagee obtains such possession. In no case will the time to remedy or cure the default extend the term of this Agreement.

(d) Cure Rights. Any Mortgagee who takes title to all of the Property, or any part thereof, pursuant to foreclosure of a mortgage or deed of trust, or a deed-in-lieu of foreclosure, may succeed to the rights and obligations of Developer under or as to the Property or portion thereof so acquired; provided, however, in no event shall such Mortgagee be liable for any defaults or monetary obligations of Developer arising before acquisition of title to the Property by such Mortgagee, except that any such Mortgagee shall

not be entitled to a building permit or occupancy certificate until all delinquent and current fees and other monetary or non-monetary obligations due under this Agreement for the Property have been satisfied.

(e) Bankruptcy. If any Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature of foreclosure by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceedings involving Developer, the times specified in Section 24(c) above shall be extended for the period of the prohibition as long as the Mortgagee is diligently attempting to obtain possession by seeking relief of the automatic stay and/or other reasonable means, except that any such extension shall not extend the term of this Agreement.

25. Future Litigation Expenses. (a) Payment of Prevailing Party. If City or Developer brings an action or proceeding (including, without limitation, any motion, order to show cause, cross-complaint, counterclaim, third-party claim or arbitration proceeding) by reason of defaults, breaches, tortious acts, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit including, but not limited to, reasonable attorneys' fees and expert witness fees.

(b) Scope of Fees. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

26. Headings. The section headings used in this Agreement are for convenient reference only and shall not be used in construing this Agreement. The words "include," "including" or other words of like import are intended as words of illustration and not limitation and shall be construed to mean "including, without limitation."

27. Amendment; Waiver. No alteration, amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Agreement, and made in the manner required by the Development Agreement Act. The failure of either party hereto to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, or to exercise any election or option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by any party hereto of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official or officer on behalf of such party.

28. Severability. If any article, section, subsection, term or provision of this Agreement, or the application thereof to any party or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Agreement, or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, except that if any provision of Section 10 (Developer's obligations) is held invalid or unenforceable, this entire Agreement shall be void and unenforceable and of no further force and effect.

29. Binding Effect. Except as may otherwise be expressly provided herein to the contrary, this Agreement and each of the provisions hereof shall be binding upon and inure to the benefit of each of the Parties hereto, and their respective successors and assigns.

30. Notices. All notices, disclosures, demands, acknowledgements, statements, requests, responses and other communications (each, a "Communication") to be given under this Agreement shall be in writing, signed by the party hereto (or an officer, agent or attorney of such party) giving such Communication, and shall be deemed effective (i) upon receipt if hand delivered or sent by overnight courier service; or (ii) upon delivery or the date of refusal if sent by the United States mail, postage prepaid, certified mail, return receipt requested, in either case addressed as follows:

To the Developer: Wilshire Colonial Partners, LLC
11601 Wilshire Boulevard, Suite 700
Los Angeles, California 90025

with copy to: Mitchell Dawson
Davidson Tlem & Gole
9454 Wilshire Boulevard, PH
Beverly Hills, California 90212
Fax: (310) 285-0807

To the City: City Manager
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210

with copy to: City Attorney
City of Beverly Hills
455 North Rexford Drive
Room 220
Beverly Hills, California 90210

Any Party hereto may from time to time, by notice given to the other Parties hereto pursuant to the terms of this Section 30 change the address to which Communications to such Party are to be sent or designate one or more additional persons or entities to which Communications are to be sent.

31. Applicable Law. This Agreement shall be governed in all respects by the laws of the State of California.

32. Time is of the Essence. Time is of the essence of this Agreement and every term or performance hereunder.

33. Entire Agreement. This Agreement supersedes any prior understanding or written or oral agreements among the parties hereto respecting the within subject matter and contains the entire understanding among the parties with respect thereto.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

"City"
CITY OF BEVERLY HILLS, a municipal corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

"Developer"
WILSHIRE COLONIAL PARTNERS, LLC, a California limited liability company

Name: _____
Title: _____

EXHIBIT A
Property Description

The land referred to in this policy is described as follows:

Real property in the City of Beverly Hills, County of Los Angeles, State of California, described as follows:

PARCEL A
Lots 686, 687 and 688 of Tract No. 4988, in the City of Beverly Hills, as per map recorded in Book 54 Pages 98 and 99 of Maps, in the Office of the County Recorder of said County.

PARCEL B
Lot 689 of Tract No. 4988, in the City of Beverly Hills, as per map recorded in Book 54 Pages 98 and 99 of Maps, in the Office of the County Recorder of said County.

APN: 4333-018-033 and 4333-018-032

EXHIBIT B
Affordable Housing Agreement

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
City of Beverly Hills)
Beverly Hills City Hall)
455 North Rexford Drive)
Beverly Hills, California 90210)
Attn: City Clerk)

This document is exempt from the payment of a recording fee pursuant to Government Code Sections 27383 and 6103

AFFORDABLE HOUSING AGREEMENT
INCLUDES LIMITATIONS ON RE SALE

This Affordable Housing Agreement (the "Agreement") is entered into as of this _____ day of _____, 2007, by and between the CITY OF BEVERLY HILLS, a California municipal corporation ("City"), and WILSHIRE COLONIAL PARTNERS, LLC, a California Limited Liability Company ("Developer"), as follows:

RECITALS
A. Developer is the owner of certain real property located in the City of Beverly Hills, County of Los Angeles, State of California, commonly known as 8600 Wilshire Boulevard (the "Property"), and legally described in Exhibit "A" attached hereto and incorporated herein by reference; and

B. City and Developer entered into a Development Agreement effective as of _____ for the development of a mixed-use project with 6,383 square feet of ground-floor commercial space, 23 residential condominium units, three townhouses and parking located in a multi-level subterranean garage ("Development Agreement"). Pursuant to the Development Agreement, Developer has agreed that two of the 23 condominium units ("Designated Units"), will be sold at an Affordable Sales Price to Moderate Income Households.

C. The Development Agreement further requires the Developer to enter into this Agreement with the City to regulate the Designated Units to ensure that they remain restricted to sale at an Affordable Sales Price to Moderate Income Households in perpetuity or for as long as the law allows.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

AGREEMENT
1. Recitals. The Recitals set forth above are true and accurate, and incorporated herein.
2. Definitions. All defined terms, as indicated by initial capitalization, shall have the meanings set forth in the Development Agreement, except as expressly indicated otherwise. In addition, the terms listed below shall have the meanings hereafter specified:

(a) Affordable Housing Cost means a housing cost which is calculated pursuant to California Health and Safety Code Section 50052.5, as amended from time to time, and the regulations adopted by the California Department of Housing and Community Development pursuant to Section 50052.5, as such regulations may be amended from time to time.
(b) Affordable Sales Price means a price that does not exceed an amount such that the Qualified Purchaser's aggregate monthly payment for Housing Costs does not exceed the Afforded Housing Cost. A sample calculation of the Affordable Sales Price is shown on Exhibit "C". The figures shown on Attachment No. C are for the purpose of illustrating the methodology of calculating the prices; the actual maximum Affordable Sales Prices will be determined at the time of Project completion.

(c) City's Buyer List means a list maintained by the City of Qualified Purchasers.
(c) Housing Cost shall have the meaning ascribed in Section 6920 of Title 25 of the California Code of Regulations, as such regulation may be amended from time to time.

(d) Moderate Income Household means households whose income is between eighty percent (80%) and one hundred twenty percent (120%) of the area median income, adjusted for family size, as determined by regulations adopted by the California Department of Housing and Community Development pursuant to Health and Safety Code Sections 50052.5 and 50093, as such statutes and regulations may be amended from time to time.

(c) Qualified Purchaser means an individual whose household is a Moderate Income Household.

(d) "Designated Units" means two of the dwelling units to be constructed on the Property as authorized by the Development Agreement, specifically the units designated on Exhibit "B".

(e) "Property" shall have the meaning defined in Recital "A".

3. Provision of Affordable Units
(a) Developer hereby agrees to provide two one-bedroom units, 750 square feet in size, at the location set forth in Exhibit "B" attached hereto and incorporated herein by this reference, to be sold exclusively to Moderate Income Households at an Affordable Sales Price ("Designated Units"). The location of the Designated Units shall not be changed without the prior written approval of the Director of Community Development. The Designated Units shall be equal to the Project's residential development's base plan in terms of design, appearance, and interior and exterior amenities. The materials and finished quality of the Designated Units shall be comparable to that of the remaining units subject to prior review and approval by the Director of Community Development. Completion of the construction of the Designated Units shall occur concurrently with the remainder of the proposed Project.

(b) The Designated Units are reserved for Moderate Income Households at an Affordable Sales Price. The applicable income limits and maximum Affordable Sales Price in effect as of the date of this Agreement are shown on Exhibit "C". The income limits, and therefore the maximum Affordable Sales Prices, are adjusted annually. It shall be the obligation of Developer to obtain from City the applicable income limits and maximum Affordable Sales Prices in effect at the time of initial sale of the Designated Units.

(c) The maximum number of persons that may occupy a Designated Unit shall not exceed three (3) persons.
4. Ineligible Purchasers of Designated Unit

(a) The following individuals, by virtue of their position or relationship, are ineligible to purchase a Designated Unit:
(i) All employees and officials of the City or its agencies, authorities, or commission who have, by virtue of their position, policy-making authority or influence over the implementation of the City's housing program or the City's zoning and land use decisions, as well as the immediate relatives of such employees or officials, including spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, sister-in-law and brother-in-law.

(ii) The members of Developer and their owners, officers, and employees, and their immediate families, including spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, sister-in-law and brother-in-law.

5. Initial Sale of Designated Units.
(a) Developer agrees to sell the Designated Units solely to a Qualified Purchaser from the City's Buyer List, at not more than the applicable Affordable Sales Price. In the event City cannot or does not refer a Qualified Purchaser from the Buyer List to Developer within the time period established for sale, each Designated Unit may be sold to a Qualified Purchaser selected by Developer who meets the income and affordability requirements provided herein, subject to the approval of the proposed Qualified Purchaser by Director of Community Development.

(b) As a condition of the close of escrow of the sale of a Designated Unit, Developer shall certify to City the income of the initial purchaser. The certification shall be on a form provided by the City. Developer may request an income certification from the proposed purchaser of the Designated Unit in one or more of the following methods:

(i) Obtain from the proposed purchaser paycheck stubs from the three (3) most recent months;
(ii) Obtain a true copy of an income tax return from the proposed occupant for the most recent tax year in which a return was filed;
(iii) Obtain an income verification certification from the employer of the proposed occupant;

(iv) Obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the proposed buyer receives assistance from such agencies; or
(v) Obtain an alternate form of income verification acceptable to the Director of Community Development.

6. Purchaser Affordability Agreement
(a) Each Designated Unit shall be subject to the covenants, restrictions and option to purchase contained in the "Purchaser Affordability Agreement" in the form attached hereto as Exhibit "D". Provisions governing resale of a Designated Unit are set forth in the Purchaser Affordability Agreement.

(b) At the close of escrow for the sale of a Designated Unit, the Purchaser Affordability Agreement shall be recorded among the land records in the Office of the County Recorder for Los Angeles County, subordinate only to the grant deed conveying the Designated Unit to the Purchaser. A request for notice of default under any Deed of Trust, in favor of the City, shall also be recorded.

(c) Upon the recording of a Purchaser Affordability Agreement for a Designated Unit in a position subordinate only to the grant deed conveying the Designated Unit to the Purchaser, this Agreement shall be of no further force or effect as to that Designated Unit. The parties shall execute, acknowledge and record such further documentation as is reasonably necessary to evidence the release of the Designated Unit from the provisions of this Agreement.

7. Covenants Running with the Land. It is the express intent that the Designated Units be offered for sale at an Affordable Sales Price in perpetuity or the longest period allowed by law. This covenant and restrictions set forth herein regarding the Designated Units shall be deemed covenants running with the land and shall pass to and be binding upon all parties having any interest in the Designated Units, as the case may be. Each and every contract, deed, lease or other instrument covering, conveying or otherwise transferring a Designated Unit or any interest therein, as the case may be, (a "Contract") shall conclusively be held to have been executed, delivered and accepted subject to the this restriction regardless of whether the other party or parties to such Contract have actual knowledge of this restriction.

The Developer and the City hereby declare their understanding and intent that (a) the covenants and restrictions contained in this restriction shall be construed as covenants running with the land pursuant to California Civil Code Section 1468 and not as conditions which might result in forfeiture of title by Developer; (b) the burden of the covenants and restrictions set forth in this restriction touch and concern the Designated Units in that the Developers' legal interest in the Designated Unit and all improvements thereon may be rendered less valuable thereby; and (c) the benefit of the covenants and restrictions set forth in this restriction touch and concern the land by enhancing and increasing the enjoyment and use of the Designated Units by Qualified Purchasers, the intended beneficiaries of such covenants and restrictions.

All covenants and restrictions contained herein without regard to technical classification or designation shall be binding upon Developer for the benefit of the City and Qualified Purchasers and such covenants and restrictions shall run in favor of such parties for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the City is an owner of any land or interest therein to which such covenants and restrictions relate.

Developer shall attach a copy of this restriction to any purchase and sale contract with respect to the Designated Unit in the form approved by the City Attorney.

8. Utilization of Designated Units. All Designated Units required by this Agreement shall be sold and fully utilized in accordance with this Agreement; no Designated Unit shall be withdrawn from the market or otherwise held vacant. No Designated Unit shall be leased or rented without the written permission of City. The City shall not grant permission to lease, rent, or sublet the Designated Unit if it finds that the prospective tenant or occupant is not a Qualified Purchaser.

9. Maintenance of Units. Developer or any successors, including but not limited to any homeowners association that may be formed, shall provide the Designated

Units with the same levels of services and maintenance as is provided to the other dwelling units on the Property. The Developer shall cause the covenants, conditions and restrictions governing the residential units at the Project provide that there shall be no discrimination in benefits and services to the Designated Units.

10. Federal and State Laws. Nothing contained herein with regard to the Designated Units shall require Developer or City to do anything contrary to or refrain from doing anything required by Federal or State laws and regulations promulgated thereunder applicable to the construction, management, maintenance and sale of the Designated Units.

11. Prohibition Against Discrimination. Developer shall not discriminate against any tenant or potential tenant on the basis of sex, color, race, religion, ancestry, national origin, age, pregnancy, marital status, family composition, sexual orientation, or the potential or actual occupancy of minor children. Developer further agrees to take affirmative action to ensure that no such person is discriminated against for any of the above-mentioned reasons.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of City and Developer, and their respective successors, owners and assigns. Developer shall not assign this Agreement without the prior written approval of City.

13. Attorney's Fees. In any action brought to declare the rights granted herein or to enforce or to interpret any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

14. Entire Agreement. The text herein, consisting of _____ pages and four (4) exhibits, constitutes the entire agreement between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this Agreement shall not be valid or binding. This Agreement may be amended only by written instrument signed by both City and Developer.

15. Non-Waiver. Failure to exercise any right City may have or be entitled to, in the event of default hereunder shall not constitute a waiver of such right or any other right in the event of a subsequent default.

16. Indemnification. Developer shall defend, indemnify and hold harmless the City of Beverly Hills and its elected officials, officers, agents, employees, representatives, and volunteers from and against any loss, liability, claim or judgment relating in any manner to this Agreement.

17. Default. Failure or delay by either party to perform any term or provision of this Agreement, which is not cured within thirty (30) days after receipt of notice from the other party, constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with due diligence. The injured party shall give written notice of default to the party in default specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not initiate proceedings against the party in default until 30 days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

18. Remedies regarding Designated Units.
(a) Any individual who sells or rents (including subleasing) a Designated Unit in violation of the provisions of this Agreement shall be required to forfeit to City all monetary amounts so obtained.

(b) City may institute any appropriate legal actions or proceedings necessary to ensure compliance with this Agreement, including but not limited to: (i) actions to revoke, deny or suspend the Project Approvals, building permit, and/or certificate of occupancy; and (ii) actions for injunctive relief or damages.

19. Further Assurances and Recordation. Developer shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form and do such further acts as may be necessary, desirable or proper as City shall from time to time find necessary or appropriate to effectuate its purpose in entering this Agreement.

20. Governing Law. The laws of the State of California shall govern this Agreement. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate municipal court in that County, or in Federal District Court in the Central District of California.

21. Notices. All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as date received or the date delivery was refused as indicated on the return receipt, as follows:

To Developer: Wilshire Colonial Partners, LLC
11601 Wilshire Boulevard, Suite 700
Los Angeles, California 90025

To City: Director of Community Development
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210

With a copy to: City Attorney
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section 21.

22. City's Right to Inspect Units and Documents. The City may inspect the Designated Units and any documents or records relating thereto, at any reasonable time to determine Developer's compliance with this Agreement.

24. Implementation. The City hereby authorizes the Mayor to execute this Agreement and the Director of Community Development to take all necessary action to implement this Agreement.

"City"
CITY OF BEVERLY HILLS, a municipal corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

"Developer"
WILSHIRE COLONIAL PARTNERS, LLC, a California limited liability company

Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

[to be added] EXHIBIT B
MAP DEPICTING LOCATION OF DESIGNATED UNITS
[to be added] EXHIBIT C
SAMPLE CALCULATION OF AFFORDABLE SALES PRICE
[to be added] EXHIBIT D

FORM OF PURCHASER AFFORDABILITY AGREEMENT
[to be added] EXHIBIT C
Easement for Excess Parking Spaces

Exempt from Documentary Transfer Tax

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Beverly Hills
Beverly Hills City Hall
455 North Rexford Drive
Beverly Hills, California 90210
Attention: City Clerk

[Space above this line for Recorder's use]

AGREEMENT AND GRANT OF EASEMENTS

This Agreement and Grant of Easements (the "Agreement"), dated _____, 200____, is entered into by and between Wilshire Colonial Partners, LLC, a California Limited Liability Company ("Developer"), and the City of Beverly Hills, a California municipal corporation ("City"), with reference to the following facts and objectives:

A. Developer is the owner of certain real property located in the City of Beverly Hills, County of Los Angeles, State of California, which is more particularly described in Exhibit 1, attached hereto and incorporated herein (the "Property").

B. Developer and City have entered into a Development Agreement, effective on _____ for the construction of a mixed-use development generally consisting of 6,383 square feet of ground floor retail/commercial space and a maximum of 26 residential condominium units, as is more particularly described therein ("Development Agreement").

C. Pursuant to the Development Agreement, the Developer has an obligation to grant to the City for its own exclusive use or that of its designs, nine parking spaces referred to as the "Excess Parking Spaces" and to execute, deliver and grant to the City an easement for said Excess Parking Spaces.

D. The Excess Parking Spaces are located with the subterranean parking garage on the Property and are more particularly depicted in terms of location and spaces in Exhibit 2, attached hereto and incorporated herein. ("Easement Area")

E. The parties now desire to enter into this Agreement to provide for the grant of easement rights described above under the

made part of this Easement.

2. Grant of Easement. Developer hereby grants to City a perpetual and exclusive easement on, over and under Easement Area for the respective purposes described in Paragraph 3. Developer shall not install or construct any structure in such a manner as to adversely affect the City's use of the Easement Areas as permitted by this Agreement, nor shall Developer operate the parking garage so as to prevent the City from having access to the Easement Area.

3. Purpose/Use of Easement Area. A. City shall have the right of ingress and egress to and from Stanley Drive (or such other location from which access is provided from the public street to the Property) through the parking garage to the Easement Area for the purposes of parking vehicles in said Excess Parking Spaces. City and its designees shall have the right to park exclusively in the Easement Area. City shall have the sole right to determine who may park in the Easement Area.

4. Property Taxes. The fee owner of the Easement Area shall be solely responsible for the payment of all real property taxes and assessments, with respect to the Easement Area, if any.

5. Developer Obligations of Easement Area. Developer shall have the obligations over the Easement Area as is described in the Development Agreement and those obligations are incorporated herein by this reference.

6. Indemnity. Developer shall indemnify, defend and hold City and all successors and assigns harmless from any and all claims, demands (including demands by any governmental agency), costs, expenses, penalties, damages, losses, or judgments and liens, including without limitation, reasonable attorneys' fees (collectively, "Liabilities") arising or which are alleged to arise from any breach of Developer's obligations under this Agreement. Such indemnity shall survive the expiration or termination of this Agreement.

7. Miscellaneous. 7.1 This Agreement shall be binding upon the successors and assigns of the Developer and shall inure to the benefit of the successors and assigns of the City. This easement is intended to burden the parking garage and land on which the parking garage is located and shall "run with such land" and shall benefit property owned by the City in the City of Beverly Hills and property owned by any of City's designees who are permitted by the City to enter the Property and use and park in the Excess Parking Spaces.

7.2 This Agreement shall be governed by and interpreted under the laws of the State of California. The parties' respective rights and remedies under this Agreement are cumulative with and in addition to all other legal and equitable rights and remedies which the parties may have under applicable law. The invalidity of any term or provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other term or provision hereof.

7.3 If any action or proceeding is commenced by any party to enforce the terms or provisions of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs in addition to any other relief awarded by the court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

GRANTOR:

WILSHIRE COLONIAL PARTNERS, LLC, a California limited liability company

Name: _____
Title: _____

Name: _____
Title: _____

GRANTEE: _____

CITY OF BEVERLY HILLS, a California municipal corporation

By: _____

Title: _____

EXHIBIT 1
Legal Description of Property and Parking Garage

EXHIBIT 2
Map Depicting Location of Excess Parking Spaces

EXHIBIT 3
FORM OF ACCEPTANCE CERTIFICATION
CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that interests in real property conveyed to or created in favor of the City of Beverly Hills by that certain Grant Deed dated _____, 200____, executed by the _____ is hereby accepted by the undersigned officer on behalf of the City of Beverly Hills pursuant to the authority conferred by resolution of the City Council of the City of Beverly Hills adopted on _____, 200____, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 200____

Print Name: _____

Title: _____

VOTE:
AYES: Councilmembers Krasne, Fenton, Briskman, Brucker and Mayor Delshad
NOES: None
ABSENT: None
CARRIED

ORDINANCE NO. 07-O-2534
AN ORDINANCE OF THE CITY OF BEVERLY HILLS AMENDING THE UNIFORM ADMINISTRATIVE CODE, 1997 EDITION AND ADOPTING BY REFERENCE THE 2007 CALIFORNIA BUILDING CODE, AND AMENDMENTS THERETO; THE 2007 CALIFORNIA ELECTRICAL CODE, AND AMENDMENTS THERETO; THE 2007 CALIFORNIA MECHANICAL CODE, AND AMENDMENTS THERETO; THE 2007 CALIFORNIA PLUMBING CODE, AND AMENDMENTS THERETO; THE UNIFORM SWIMMING POOL, SPA AND HOT TUB CODE, 2006 EDITION, AND AMENDMENTS THERETO; THE CALIFORNIA ENERGY CODE, 2007 EDITION; THE 2007 CALIFORNIA FIRE CODE, AND AMENDMENTS THERETO; AND AMENDING PORTIONS OF TITLE 9 OF THE BEVERLY HILLS MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS DOES ORDAIN AS FOLLOWS: Section 1. Sections 302.2.2, 302.2.3, 302.2.4, 302.2.5, 302.2.6, 302.2.7 and 302.2.8 are hereby added to the Uniform Administrative Code as follows:

Section 302.2.2 Construction means and method plan required.

(a) When applying for a permit to alter, repair, or rehabilitate any structure that contains one or more dwelling units, the applicant shall indicate on a form furnished by the City Building Official whether the property is occupied by tenants.

(b) If the property is tenant-occupied and, as determined by the City Building Official, the construction work could impact the habitability of any unit on the property, prior to obtaining a permit, the applicant shall submit a construction means and method plan to the City Building Official which contains the information required by this Section. The construction could impact unit habitability if any of the following conditions may exist at the property for a period exceeding one working day:

(A) Inadequate sanitation including, but not limited to, the following:
(1) Lack of, or improper water closet, lavatory, or bathtub or shower,
(B) Lack of, or improper kitchen sink,
(C) Lack of hot and cold running water to plumbing fixtures,
(D) Lack of adequate heating,
(E) Lack of, or improper operation of required ventilating equipment,
(F) Lack of minimum amounts of natural light and ventilation required by the Building Code of the City of Beverly Hills,
(G) Lack of required electrical lighting,
(H) Dampness of habitable rooms,
(I) Lack of connection to required sewage disposal system;

(2) Structural hazards including, but not limited to, the following:
(A) Deteriorated or inadequate foundations,
(B) Defective or deteriorated flooring or floor supports,
(C) Any of the following structural features that are of insufficient size to carry imposed loads with safety: Flooring or floor supports, members of walls, partitions, or other vertical supports, members of ceiling, floors, ceiling and roof supports, or other horizontal members;

(3) Wiring, plumbing, or electrical equipment that will no longer conform with all applicable laws in effect at the time of installation;

(4) Faulty weather protection, including, but not limited to, the following: ineffective waterproofing of exterior walls, roof, foundations or floors, including broken windows or doors;

(5) The building, premises, or portion thereof, device, apparatus, equipment, combustible waste or vegetation is in such a condition as to cause a fire or explosion, or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause;

(6) The building or portion thereof is an unsafe building as defined by the Building Code of the City of Beverly Hills;

(7) The building, premises or portions thereof is not provided with adequate exit facilities as required by the Building Code and Fire Code of the City of Beverly Hills;

(8) The building or portions thereof is not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by the Building Code of the City of Beverly Hills and the Fire Code of the City of Beverly Hills.

(c) No permit shall issue until a satisfactory means and method plan is approved by the City Building Official, if required.

(g) If a construction means and method plan was not required prior to permit issuance, the City Building Official shall require a construction means and method plan be submitted after work commences if the City Building Official determines that the work could impact the habitability of any unit on the property given the manner in which the construction is being undertaken, if the City Building Official requires a construction means and method plan, the requirements of this Section shall also apply. The City Building Official

may stop construction until all applicable requirements of this Chapter have been met.

Section 302.2.3 is hereby added to the Uniform Administrative Code as follows:
Section 302.2.3 Contents of construction means and method plan.

The construction means and method plan required by subsection (b) of Section 302.2.2 shall provide the following information:

(a) A detailed description of the construction process, organized sequentially;

(b) An explanation of the impact that this construction will have on the occupancy of the units by tenants;

(c) The owner's plan to address the habitability impacts on the tenants created by the proposed construction project;

(d) An assessment of whether any or all of the tenants will need to be temporarily relocated during any phase of the work. A tenant will need to be temporarily relocated if the conditions of the property or the repair or rehabilitation thereof will render the premises unsafe for continued occupancy;

(e) A description of the construction mitigation measures that the owner will implement to minimize the impacts of noise, dust, vibrations, utility shut-offs, and other construction impacts on tenants.

Section 302.2.4 is hereby added to the Uniform Administrative Code as follows:
Section 302.2.4 Relocation plan.

If the construction means and method plan demonstrates, as determined by the City Building Official, that the work being performed on the property may require that tenants be temporarily relocated, the applicant shall also prepare and submit a relocation plan for City approval prior to issuance of a permit which shall contain facts sufficient to show that:

(a) Fair and reasonable relocation benefits will be provided to all displaced tenants as required;

(b) Notice of the relocation assistance and benefits to be provided and the timing of the displacement will be provided to all tenants who will be displaced.

Section 302.2.5 is hereby added to the Uniform Administrative Code as follows:
Section 302.2.5 Tenant noticing requirements.

(a) Before a permit can be issued for the alteration/repair/rehabilitation of a building which requires the applicant to prepare a construction means and method plan pursuant to Section 302.2.2 of this Chapter, the applicant must certify that all tenants of the property will receive the information required by subsection (b) of this Section, in a form approved by the City, within ten days following the issuance of the permit and that no work will commence under the permit until ten days after all tenants are notified. This notice shall either be hand-delivered to each tenant of the property or sent by certified mail, return receipt requested.

(b) The notice required by subsection (a) of this Section shall contain the following information:

(1) A detailed description of the nature and type of construction activity that will be undertaken;

(2) Information regarding the scheduling of construction and the periods in which services such as laundry, parking, elevators, water and power, will be unavailable;

(3) A statement that the construction being undertaken at the property will not terminate the tenant's tenancy;

(4) A statement informing the tenants of their right to seek mitigation from the property owner for nuisance conditions at the property, including, but not limited to, noise, dust, vibrations, utility shut-offs and other construction impacts. Mitigation measures may include, but are not limited to, temporary rent reductions, quiet office space for tenants working at home and temporary accommodations;

(5) A statement informing tenants of their right to review and receive free copies of the owner's construction means and method plan;

(6) A statement informing tenants of their right to review and receive free copies of the owner's relocation plan, if such plan was required;

(7) Information explaining how to contact the project applicant, including the designation of a project manager responsible for responding to tenant inquiries, complaints, and requests for mitigation of nuisance conditions;

(8) A statement informing tenants that they should immediately contact the City's Building and Safety Division regarding any conditions at the property which they consider to be unsafe, in violation of the City's Technical Codes, or in violation of the applicant's construction means and method plan;

(9) For construction projects that exceed thirty days in duration as measured from the date that construction commences, the applicant shall also inform the tenants that the applicant will provide twice monthly notices to the tenants regarding the progress of construction and will schedule monthly meetings to address the construction progress and obtain tenant input and feedback regarding the construction;

(10) Any other information that the City Building Official determines is necessary due to the unique circumstances of the construction work.

(c) In addition to the information required by subsection (b) of this Section, the tenant notification shall provide the following information if the project will require the temporary relocation of tenants:

A statement that the construction activity may require displacement, but that to the greatest extent practicable, no tenant lawfully occupying the property will be required to move without at least thirty days written notice from the owner.

Section 302.2.6 is hereby added to the Uniform Administrative Code as follows:
Section 302.2.6 Security.

Before receiving a permit for a project which requires an applicant to prepare a construction means and method plan pursuant to Section 302.2.2 of this Chapter, the applicant shall furnish security to the City sufficient to ensure the timely and faithful performance of all work included within the scope of the permit and the payment of all relocation assistance necessitated by the temporary displacement of the tenants, if any. The City Building Official may exempt a project from the security requirements of this Section if the City Building Official determines such security is unnecessary based on an analysis of the following factors: size of project, duration of project, potential for impact on tenant safety, and invasiveness of project. If required, a Cash Bonds are acceptable forms of security.

Section 302.2.7 is hereby added to the Uniform Administrative Code as follows:
Section 302.2.7 Compliance with required means and method plan.

(a) General. No person shall erect, construct, enlarge, alter, repair, move, improve, remove, sandblast or convert the use of any building, structure or building service equipment regulated by this code without complying with all conditions of any required construction means and method plan.

(b) Owner's Responsibility. The property owner shall remain responsible for any violation of the construction means and method plan regardless of the responsibility of any other person for the violation or any contract or agreement the owner entered into with a third party concerning the owner's property or the construction that necessitated the preparation of the means and method plan.

Section 302.2.8 is hereby added to the Uniform Administrative Code as follows:
Section 302.2.8 Administrative regulations.

The City Building Official shall have the authority to promulgate and or adopt administrative regulations to implement the provisions of this Chapter.

Section 2. Sections 304.2 and 304.3 of the Uniform Administrative Code are hereby amended as follows:
Section 304.2 of the Uniform Administrative Code is hereby amended as follows:

Section 304.2 Permit Fee. The permit fees and fees for extensions of permits shall be established by resolution of the City Council.

In addition to the permit fees, if buildings or structures are required to meet energy, sound insulation standards and/or seismic zone standards as mandated by the State, then the Building Official shall collect a fee in the amount established by resolution of the City Council Resolution.

Section 304.3 of the Uniform Administrative Code is hereby amended as follows.
Section 304.3 Plan Review Fee. When a plan review is required, a plan review fee shall be paid at the time of submitting plans and specifications for review. The plan review fee shall be those fees established by resolution of the City Council. Additional review fees may be assessed for changes and revisions to the plans beyond those required to address the plan review corrections and for those changes made after issuance of the permit. Applications for extension of the plan review expiration date, which are submitted in accordance with Section 304.4 shall be accompanied by payment of fees.

In addition to the plan check fee, where buildings or structures are required to meet energy, sound insulation and/or seismic zone standards as mandated by the State, then the Building Official shall collect a fee in the amount established by resolution of the City Council.

When the Building Official determines that the construction or work poses a hazard or that the nature of the construction or work requires a degree of specialized knowledge, skill, or experience beyond that possessed by any regular employee of the City, or when there differences of opinion between the department staff and the project's consultants, the Building Official may employ a consultant or consultants. The owner, or his agents, shall pay to the City all direct and indirect costs of such consultants and shall maintain a cash deposit with the City at all times in a sufficient amount for the purpose of paying such costs.

Section 3. Section 305.9 is hereby added to the Uniform Administrative Code as follows:
Section 305.9 Required Inspections and Tests

1. A pre-construction meeting with the City and the project personnel will be required prior to beginning any new building or when required by the City.

2. For all new construction and when required by the City, a licensed surveyor must certify that the location of the footing forms is per the approved plans before foundations can be poured. The surveyor must provide a plot plan showing precise dimensions to the property lines and the elevation of the forms as compared with the reference elevation shown on the approved plans.

3. For all new construction and when required by the City, a licensed surveyor must certify that the height of the building is in accordance with the approved plans. The surveyor must show the precise height of the building as compared with the reference elevation shown on the approved plans.

4. An approved weatherproofing consultant must certify the installation of weatherproofing on all retaining walls which are adjacent to interior areas of the building. The consultant will not be required if the installer is certified in writing by the manufacturer.

5. For all new construction and when required by the City, an approved weatherproofing consultant must certify that the weatherproofing elements of the building have been installed in accordance with the approved plans, all relevant codes, and per manufacturers specifications. At a minimum, an inspection and report will be required before plastering begins and before final approval is granted.

6. Prior to final approval, a certified air balancer must provide a written report showing the air volumes for all elements of a commercial garage exhaust system or a commercial kitchen hood system.

7. Prior to final approval, the City must witness a test of all fire smoke dampers.

Section 4. Section 311 is hereby added to the Uniform Administrative Code as follows:
Section 311 is hereby added to the Uniform Administrative Code as follows:
Section 311. Toilet facilities required during construction. Before the start of construction of any building or structure, and before any remodel where all toilet facilities are temporarily removed, a temporary water-flushed or approved chemical toilet shall be installed for the use of the workers and shall comply with all of the following requirements:

(1) Such temporary toilet shall be maintained throughout the construction of the building or structure.

(2) If a water-flushed toilet is used, such toilet shall be connected to the sewer, and tie pipe without a vent may be used for the installation;

(3) Such temporary toilet shall be located within twenty-five (25) feet of the rear property line and shall be set back at least twenty (20) feet from any other property line unless the City Building Official approves an alternate location because the requirements of this

subsection prevent servicing the toilet or are otherwise infeasible; and
(4) Such temporary toilet shall not be located on public property without the approval of the Director of Public Works.

Section 5. Section 9-1.201 of Article 2 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code is hereby repealed, provided, however, that such repeal shall not affect or excuse any violation of said Section 9-1.201 occurring prior to the effective date of this ordinance. New Section 9-1.201 of Article 2 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code is hereby added as follows:

Section 9-1.201 Adoption of California Building Code. The 2007 edition of the California Building Code, excluding Sections 1505.1.2 and 1505.1.3 and Chapter 32, and the Appendix, excluding Appendix Chapters 1, A, B, C, D, F, and H are hereby adopted by reference, but subject to the amendments set forth in Sections 9-1.202 and 9-1.203.

Section 6. Sections 9-1.202 and 9-1.203 of Article 2 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code are hereby repealed, provided, however, that such repeal shall not affect or excuse any violation of said Sections 9-1.202 and 9-1.203 occurring prior to the effective date of this ordinance. New Sections 9-1.202 and 9-1.203 of Article 2 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code regarding amendments and additions to the California Building Code and its appendix are hereby added as follows:

Section 9-1.202 Amendments to California Building Code.
The California Building Code adopted pursuant to Section 9-1.201 is hereby amended as follows:

Section 101.1 of the California Building Code is hereby amended as follows:
Section 101.1 Title. For the City of Beverly Hills, these regulations shall be known as the Beverly Hills Building Code. The provisions contained in the California Building Code of the (compiled) California Building Standards Code as defined in Section 18910, Health and Safety Code, may be cited as such and are referred to hereafter as "these regulations" or "these building standards" or "this code". These regulations shall also be collectively known as the "California Building Code" as amended by the Beverly Hills Municipal Code.

Section 501.2 of the California Building Code is hereby amended as follows:
Section 501.2 Premises Identification.

Section 501.2.1 Street address numbering system. The following provisions shall be applicable to street numbering:

(1) On the east-west axis, all numbers shall sequence, as much as practicable, with the contiguous east-west streets abutting Los Angeles City and County.

(2) On the north-south axis, streets north of Wilshire Boulevard shall be designated with the prefix "North," and streets south of Wilshire Boulevard shall be designated with the prefix "South."

(3) Numbers on the northerly and westerly sides of all streets shall end in an odd digit, while numbers on the southerly and easterly sides shall end in an even digit.

(4) The City Building Official shall designate street address numbers, and shall maintain on file a map entitled "Official Numbering Map of the City of Beverly Hills" which shall depict the official designation of the numbers assigned to property fronting on the various streets in the City.

Section 501.2.2 Building numbering requirements. The entrances to all buildings from public streets shall have the numbers designated by the City Building Official conspicuously displayed near the entrance of the structure in a manner that they are in plain view from the street. All numbers shall be at least six (6") inches in height in all commercial buildings and three (3") inches in height for all residential structures. Residential structures which have access from a rear alley, in addition to the numbering required by this Section, shall for purposes of emergency response, provide numbering and street identification which is clearly visible from the rear alley access in accordance with the following provisions:

(1) The name of the street and street number as designated by the City Building Official shall be visible from the alley and located adjacent to the alley access to the structure.

(2) The address markings shall be placed five (5') feet above the alley surface, with numbers four (4") inches in height and letters two (2") inches in height, and placed upon the structure, wall, fence, gate, or other appropriate surface so as to be clearly visible.

(3) If any property owner shall fail to provide the address identification required by this subsection on the premises, the City may provide and affix such address identification markings at no cost to the property owner. Where identification markings are provided by the City, no person shall remove, deface, or modify such markings without the written authorization of the City Building Official.

Section 501.2.3 Diagram required for six or more dwelling units. Where a building or building complex contains six (6) or more separate dwelling units, a description diagram including the identification pattern and location of each dwelling unit shall be posted in a conspicuous location near the primary entrance of such building or buildings. This requirement of this Section shall be included in any building plans submitted for plan check.

Section 501.2.4 Prohibition against placing numbers on streets, sidewalks, or curbs or displaying improper building numbers. No person shall place, maintain, or cause any number, figure, letter, carving, drawing, design, or other marking upon, or paint, any street, sidewalk, or curb in the City, except as authorized by the City. No person shall place, maintain, or display any address identification number other than as designated by the City Building Official.

Section 903.2 of the California Building Code is hereby amended as follows:
Section 903.2 Where required. An automatic fire extinguishing system shall be required for all occupancies except U Occupancies which are sheds that are less than five hundred (500) square feet. For requirements for automatic fire extinguishing system to existing structures refer to the California Fire Code as adopted by the City.

Section 907.2.10.1 of the California Building Code is hereby amended as follows:
Section 907.2.10.1 Where required. Smoke alarms for all new and existing R-occupancies shall be installed in the locations described in Sections 907.2.10.1.1 and 907.2.10.1.3.

Section 907.2.10.2 of the California Building Code is hereby amended as follows:
Section 907.2.10.2 Power Source. In existing construction, new construction, and in newly classified Group R occupancies, required smoke alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

EXCEPTION: Smoke alarms are not required to be equipped with battery backup in Group R-1 where they are connected to an emergency electrical system.

Section 1020.17 of the California Building Code is hereby amended as follows:
Section 1020.17 Smokeproof enclosures. In buildings required to comply with sections 403 or 405 of the California Building Code, or in buildings four or more stories, each of the exit enclosures shall be a smokeproof enclosure or pressurized stairway in accordance with Section 909.20. The system shall be certified by a licensed contractor at the expense of the owner and a report shall be submitted to the City Fire Marshal every five years.

Section 1505.1 of the California Building Code is hereby amended as follows:
Section 1505.1 General. Except as otherwise provided in this section, roof coverings or roof assemblies on any structure regulated by this Code shall be a fire-retardant roof covering or roof assembly that is listed as a Class A assembly in accordance with ASTM E 108 or UL 790. In addition, no wood shall be used as a roof covering material.

Non-combustible roof coverings may be applied in accordance with the manufacturer's requirements in lieu of a fire-retardant roofing assembly.

EXCEPTION: (1) Roof repairs of less than 10 percent of the total roof area on existing structures in any one year period may be repaired with a roof covering that meets the same fire retardant standard as the existing roof.

Section 1505.1.1 of the California Building Code is hereby amended as follows:
Section 1505.1.1 Class A roof covering requirement. Notwithstanding any other requirement of the Beverly Hills Municipal Code, no later than July 1, 2013, all roof coverings in the City of Beverly Hills shall be fire-retardant Class A.

Section 1505.1.2 and 1505.1.3 of the California Building Code is hereby deleted as follows:
Section 1505.1.2 Deleted
Section 1505.1.3 Deleted

Section 1509.6 is hereby added to the California Building Code as follows:
Sec 1509.6 Roof top equipment.

Section 1509.6.1 Equipment Enclosures. Operating equipment, including associated ducting, located on the roof of a building shall be enclosed so as to be shielded from view in a horizontal plane or lower and so as to comply with the noise abatement provisions of Chapter 1 of Title 5 of the Beverly Hills Municipal Code. The enclosure finish shall match that of the building exterior walls. Enclosures on buildings with non-residential uses shall be of non-combustible, opaque material.

Section 1613.6.1 of the California Building Code is hereby amended as follows:
Section 1613.6.1 Assumption of flexible diaphragm. Add the following text at the end of Section 12.3.1.1 of ASCE 7:

Diaphragms constructed of wood structural panels or untopped steel decking shall also be permitted to be idealized as flexible, provided all of the following conditions are met:

1. Toppings of concrete or similar materials are not placed over wood structural panel diaphragms except for nonstructural toppings no greater than 1 7/8 inches (38 mm) thick.

2. Each line of vertical elements of the lateral-force-resisting system complies with the allowable story drift of Table 12-12-1.

3. Vertical elements of the lateral-force-resisting system are light-framed walls sheathed with wood structural panels rated for shear resistance or steel sheets.

4. Portions of wood structural panel diaphragms that cantilever beyond the vertical elements of the lateral-force-resisting system are designed in accordance with Section 2305.2.5 of the California Building Code.

EXCEPTION: In lieu of Section 2305.2.5, flexible diaphragm assumption is permitted to be used for buildings up to two stories in height provided cantilevered diaphragms supporting lateral-force-resisting elements from above does not exceed 15 percent of the distance between lines of lateral-force-resisting elements from which the diaphragm cantilevers nor one-fourth the diaphragm width perpendicular to the overhang.

Sections 1614, 1614.1, 1614.1 and 1614.1.2 are hereby added to the California Building Code as follows:
SECTION 1614
MODIFICATION TO ASCE 7.

Section 1614.1 General. The text of ASCE 7 shall be modified as indicated in this Section.

Section 1614.1.1 ASCE 7, 12.2.3.1, Exception 3. Modify ASCE 7 Section 12.2.3.1 Exception 3 to read as follows:
3. Detached one- and two-family dwellings up to two stories in height of light frame construction

1614.1.2 ASCE 7, 12.3.1.1. Modify ASCE 7 Section 12.3.1.1 to read as follows:
Section 12.3.1.1 Flexible Diaphragm Condition. Diaphragm constructed of untopped steel decking or wood structural panels are permitted to be idealized as flexible in structures in which the vertical elements are steel or composite steel and concrete braced frames, or concrete, masonry, steel, or composite shear walls. Diaphragms of wood structural panels or untopped steel decks in one- and two-family residential buildings of light-frame construction shall also be permitted to be idealized as flexible.

Flexible diaphragm assumption is permitted to be used for buildings up to two stories in height provided cantilevered diaphragms supporting lateral-force-resisting elements from above does not exceed 15 percent of the distance between lines of lateral-force-resisting elements from which the diaphragm cantilevers nor one-fourth the diaphragm width perpendicular to the overhang.

Section 1614.1.3 is hereby added to the California Building Code as follows:
Section 1614.1.3 ASCE 7, Section 12.8.1.1. Modify ASCE 7 Section 12.8.1.1 by

amending Equation 12.8-5 as follows:

$C_s = 0.044 S_{MS} I = 0.01$ (Eq. 12.8-5)

Section 1614.1.4 is hereby added to the California Building Code as follows:
Section 1614.1.4 ASCE 7, Table 12.8-2. Modify ASCE 7 Table 12.8-2 by adding the following:

Structure Type	C _s	γ
Eccentrically braced steel frames and buckling-restrained braced frames	0.03 (0.0731) ^γ	0.75

Section 1614.1.5 is hereby added to the California Building Code as follows:
Section 1614.1.5 ASCE 7, Section 12.8.7. Modify ASCE 7 Section 12.8.7 by amending Equation 12.8-16 as follows:

$$\gamma = \frac{P_x}{V_x} \frac{I}{h_x C_d}$$

(12.8-16)

Section 1614.1.6 is hereby added to the California Building Code as follows:
Section 1614.1.6 ASCE 7, 12.11.2.3. Modify ASCE 7 Section 12.11.2.2.3 to read as follows:

Section 12.11.2.2.3 Wood Diaphragms. In wood diaphragms, the continuous

the following:
Section 22.10 – Plain concrete in structures assigned to Seismic Design Category C, D, E or F.

Section 22.10.1 – Structures assigned to Seismic Design Category C, D, E or F shall not have elements of structural plain concrete, except as follows:

- Concrete used for fill with a minimum cement content of two (2) sacks of Portland cement per cubic yard.
 - Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.
 - Plain concrete footings supporting walls are permitted provided the footings have at least two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. A minimum of one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.
- In detached one- and two-family dwellings three stories or less in height and constructed with stud-bearing walls, plain concrete footings with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted to have a total area of less than 0.002 times the gross cross-sectional area of the footing.

Section 1908.1.17 ACI 318, Section 14.8. Modify ACI 318 Section 14.8.3 and 14.8.4 replacing equation (14-7), (14-8) and (14-9).

- Modify equation (14-7) of ACI 318 Section 14.8.3 as follows:

I_s shall be calculated by Equation (14-7), and M_{ps} shall be obtained by iteration of deflections.

$$I_s = \frac{E_c}{E_c} A_s + \frac{P}{f_p} \frac{h}{d} (c)^2 + \frac{L_c^3}{3} \quad (14-7)$$

and the value E_c/E_c shall not be taken less than 6.

- Modify ACI 318 Sec. 14.8.4 as follows:

Section 14.8.4 – Maximum out-of-plane deflection, δ_o , due to service loads, including P effects, shall not exceed $L/150$.

If M_{ps} maximum moment at mid-height of wall due to service lateral and eccentric loads, including P effects, exceed $(F^2)M_{ps}$, δ_o shall be calculated by Equation (14-8):

$$\delta_o = \frac{2}{3} \lambda_s \lambda_c + \frac{M_{ps}}{M_c} \frac{2}{3} \frac{M_{ps}}{M_c} = \frac{2}{3} \sigma \quad (14-8)$$

If M_{ps} does not exceed $(F^2)M_{ps}$, δ_o shall be calculated by Equation (14-9):

$$\delta_o = \frac{M_{ps}}{M_c} \sigma \quad (14-9)$$

where:

$$\sigma = \frac{5M_{ps} I_s^2}{48E_c I_s}$$

$$= \frac{5M_{ps} I_s^2}{48E_c I_s}$$

Section 1908.1.1 is amended to read as shown below and Section 1908.1.18 thru 1908.1.21 is added to the California Building Code as follows:

Section 1908.1.1 General. The text of ACI 318 shall be modified as indicated in Sections 1908.1.1 thru 1908.1.21.

Section 1908.1.18 ACI 318, Section 21.4.4.1. Modify ACI 318 Section 21.4.4.1 as follows:

Where the calculated point of contraflexure is not within the middle half of the member clear height, provide transverse reinforcement as specified in ACI 318 Sections 21.4.1, Items (a) through (c), over the full height of the member.

Section 1908.1.19 ACI 318, Section 21.4.4. Modify ACI 318 by adding Section 21.4.4.7 as follows:

Section 21.4.4.7 – At any section where the design strength, ϕP_n , of the column is less than the sum of the shears V computed in accordance with ACI 318 Sections 21.3.4.1 and 21.4.5.1 for all the beams framing into the column above the level under consideration, transverse reinforcement as specified in ACI 318 Sections 21.4.4.1 through 21.4.4.3 shall be provided. For beams framing into opposite sides of the column, the moment components may be assumed to be of opposite sign. For the determination of the design strength, ϕP_n , of the column, the shear moments may be assumed to result from the deformation of the frame in any one principal axis.

Section 1908.1.20 ACI 318, Section 21.7.4. Modify ACI 318 by adding Section 21.7.4.6 as follows:

Section 21.7.4.6 – Walls and portions of walls with $P_u > 0.35P_u$ shall not be considered to contribute to the calculated strength of the structure for resisting earthquake-induced forces. Such walls shall conform to the requirements of Section 1631.2, Item 4 ACI 318 Section 21.11.

Section 1908.1.21 ACI 318, Section 21.9.4. Modify ACI 318 Section 21.9.4 by adding the following:

Collector and boundary elements in topping slabs placed over precast floor and roof elements shall not be less than 3 inches (76 mm) or 6 db thick, where db is the diameter of the largest reinforcement in the topping slab.

Section 2205.4 is hereby added to the California Building Code as follows:

Section 2205.4 Modifications to AISC 341.

Section 2205.4.1 Part 1, Structural Steel Building Provisions, Modifications.

Section 2205.4.1.1 Part 1, Section 13, Special Concentrically Braced Frames (SCBF) Modifications.

Section 2205.4.1.1.1 AISC 341, Part 1, 13, Members. Add a new section as follows:

AISC 341, 13.2f – Member Types

The use of rectangular HSS are not permitted for bracing members, unless filled solid with cement grout having a minimum compressive strength of 3000 psi (20.7 MPa) at 28 days. The effects of composite action in the filled composite brace shall be considered in the sectional properties of the system where it results in the more severe loading condition or detailing.

Section 2305.2.5 of the California Building Code is hereby amended as follows:

Section 2305.2.5 Rigid Diaphragms. Design of structures with rigid diaphragms shall conform to the structure configuration requirements of Section 12.3.2 of ASCE 7 and the horizontal shear distribution requirements of Section 12.8.4 of ASCE 7.

Wood structural panel diaphragms shall not be considered as transmitting lateral forces to rotation.

Rigid wood diaphragms are permitted to cantilever past the outermost supporting shear wall (or other vertical resisting element) a length, l , of not more than 25 feet (7620 mm) or two-thirds of the diaphragm width, w , whichever is smaller. Figure 2305.2.5(2) illustrates the dimensions of l and w for a cantilevered diaphragm.

Section 2305.3.7 is hereby added to the California Building Code as follows:
Section 2305.3.7.1 Hold-down connectors. Hold-down connectors shall be designed to resist shear wall overturning moments using approved cyclic load values or 75 percent of the allowable earthquake load values that do not consider cyclic loading of the product. Connector bolts into wood framing require steel plate washers on the post on the opposite side of the anchorage device. Plate size shall be a minimum of 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76 mm) in size. Hold-downs shall be re-tightened just prior to covering the wall framing.

Section 2305.3.12 is hereby added to the California Building Code as follows:
Section 2305.3.12 Quality of Nails. Mechanically driven nails used in wood structural panel shear walls shall meet the same dimensions as that required for hand-driven nails, including diameter, minimum length and minimum head diameter. No clipped head or box nails permitted in new construction. The allowable design value for clipped head nails in existing construction may be taken at no more than the nail-head-area ratio of that of the same size hand-driven nails.

Sections 2306.3.1 and 2306.4.1 of the California Building Code are hereby amended as follows:

Section 2306.3.1 Wood structural panel diaphragms. Wood structural panel diaphragms are permitted to resist horizontal forces using the allowable shear capacities set forth in Table 2306.3.1 or 2306.3.2.

Section 2306.4.1. Wood structural panel shear walls. The allowable shear capacities for wood structural panel shear walls shall be in accordance with Table 2306.4.1. These capacities are permitted to be increased 40 percent for wind design. Wood shear walls shall be constructed of wood structural panels and not less than 4 feet by 8 feet (1219 mm by 2438 mm), except at boundaries and at changes in framing. Wood structural panel thickness for shear walls shall not be less than 3/8 inch thick and studs shall not be spaced at more than 16 inches on center.

The maximum allowable shear value for three-ply plywood resisting seismic forces is 200 pounds per foot (2.92 kN/m). Nails shall be placed not less than 1/2 inch (12.7 mm) in from the panel edges and not less than 3/8 inch (9.5 mm) from the edge of the connecting members for shear greater than 350 pounds per foot (5.11kN/m). Nails shall be placed not less than 3/8 inch (9.5 mm) from panel edges and not less than 1/4 inch (6.4 mm) from the edge of the connecting members for shears of 350 pounds per foot (5.11kN/m) or less.

Any wood structural panel sheathing used for diaphragms and shear walls that are part of the seismic-force-resisting system shall be applied directly to framing members.

EXCEPTION: Wood structural panel sheathing in a horizontal diaphragm is permitted to be fastened over solid lumber planking or laminated decking, provided the panel joints and lumber planking or laminated decking joints do not coincide.

Table 2306.4.1 of the California Building Code is hereby deleted in its entirety.

Table 2306.4.1 is hereby added to the California Building Code as follows:

MINIMUM NOMINAL PANEL THICKNESS (inches)	MINIMUM FASTENER BONDING (inches)	PANELS APPLIED DIRECTLY TO FRAMING			PANELS APPLIED DIRECTLY TO FRAMING					
		NAIL (common or staple)	6	4	3	NAIL (common or staple)	6	4	3	
1/2	1-5/8	8d12 "x10 1/2" (common)	200	200	200	8d12 "x10 1/2" (common)	1397	369	467	420
5/8	1-5/8	8d12 "x10 1/2" (common)	280	170	200	8d12 "x10 1/2" (common)	1552	222	270	400
15/32	1-1/2	10d17/8" (18" common)	225	205	225	10d17/8" (18" common)	1227	252	252	420
1	1-1/2	10d17/8" (18" common)	320	180	225	10d17/8" (18" common)	170	260	345	440
1 1/8	1-1/2	10d17/8" (18" common)	380	180	225	10d17/8" (18" common)	280	420	250	420
1 1/4	1-1/2	10d17/8" (18" common)	440	180	225	10d17/8" (18" common)	340	420	250	420
1 1/2	1-1/2	10d17/8" (18" common)	500	180	225	10d17/8" (18" common)	400	420	250	420
1 3/8	1-1/2	10d17/8" (18" common)	560	180	225	10d17/8" (18" common)	460	420	250	420
1 1/2	1-1/2	10d17/8" (18" common)	620	180	225	10d17/8" (18" common)	520	420	250	420
1 5/8	1-1/2	10d17/8" (18" common)	680	180	225	10d17/8" (18" common)	580	420	250	420
1 3/4	1-1/2	10d17/8" (18" common)	740	180	225	10d17/8" (18" common)	640	420	250	420
1 7/8	1-1/2	10d17/8" (18" common)	800	180	225	10d17/8" (18" common)	700	420	250	420
2	1-1/2	10d17/8" (18" common)	860	180	225	10d17/8" (18" common)	760	420	250	420
2 1/8	1-1/2	10d17/8" (18" common)	920	180	225	10d17/8" (18" common)	820	420	250	420
2 1/4	1-1/2	10d17/8" (18" common)	980	180	225	10d17/8" (18" common)	880	420	250	420
2 1/2	1-1/2	10d17/8" (18" common)	1040	180	225	10d17/8" (18" common)	940	420	250	420
2 3/8	1-1/2	10d17/8" (18" common)	1100	180	225	10d17/8" (18" common)	1000	420	250	420
2 1/2	1-1/2	10d17/8" (18" common)	1160	180	225	10d17/8" (18" common)	1060	420	250	420
2 5/8	1-1/2	10d17/8" (18" common)	1220	180	225	10d17/8" (18" common)	1120	420	250	420
2 3/4	1-1/2	10d17/8" (18" common)	1280	180	225	10d17/8" (18" common)	1180	420	250	420
2 7/8	1-1/2	10d17/8" (18" common)	1340	180	225	10d17/8" (18" common)	1240	420	250	420
3	1-1/2	10d17/8" (18" common)	1400	180	225	10d17/8" (18" common)	1300	420	250	420

Sheathing plywood	1/2	8d12 "x10 1/2" (common)			8d12 "x10 1/2" (common)			8d12 "x10 1/2" (common)				
		240	150	420	385	182	100	110	157	467	385	
15/32	1-1/2	10d17/8" (18" common)	116	175	235	296	112	16	16	155	230	395
	1-1/2	10d17/8" (18" common)	200	180	440	8d12 "x10 1/2" (common)	200	180	440	8d12 "x10 1/2" (common)	200	180
1	1-1/2	10d17/8" (18" common)	280	180	440	10d17/8" (18" common)	310	460	607	770	460	770
	1-1/2	10d17/8" (18" common)	360	180	440	10d17/8" (18" common)	430	460	607	770	460	770
1 1/8	1-1/2	10d17/8" (18" common)	440	180	440	10d17/8" (18" common)	510	460	607	770	460	770
	1-1/2	10d17/8" (18" common)	520	180	440	10d17/8" (18" common)	590	460	607	770	460	770
1 1/4	1-1/2	10d17/8" (18" common)	600	180	440	10d17/8" (18" common)	670	460	607	770	460	770
	1-1/2	10d17/8" (18" common)	680	180	440	10d17/8" (18" common)	750	460	607	770	460	770
1 1/2	1-1/2	10d17/8" (18" common)	760	180	440	10d17/8" (18" common)	830	460	607	770	460	770
	1-1/2	10d17/8" (18" common)	840	180	440	10d17/8" (18" common)	910	460	607	770	460	770
1 3/8	1-1/2	10d17/8" (18" common)	920	180	440	10d17/8" (18" common)	990	460	607	770	460	770
	1-1/2	10d17/8" (18" common)	1000	180	440	10d17/8" (18" common)	1070	460	607	770	460	770
1 1/2	1-1/2	10d17/8" (18" common)	1080	180	440	10d17/8" (18" common)	1150	460	607	770	460	770
	1-1/2	10d17/8" (18" common)	1160	180	440	10d17/8" (18" common)	1230	460	607	770	460	770
1 5/8	1-1/2	10d17/8" (18" common)	1240	180	440	10d17/8" (18" common)	1310	460	607	770	460	770
	1-1/2	10d17/8" (18" common)	1320	180	440	10d17/8" (18" common)	1390	460	607	770	460	770
1 3/4	1-1/2	10d17/8" (18" common)	1400	180	440	10d17/8" (18" common)	1470	460	607	770	460	770
	1-1/2	10d17/8" (18" common)	1480	180	440	10d17/8" (18" common)	1550	460	607	770	460	770
1 7/8	1-1/2	10d17/8" (18" common)	1560	180	440	10d17/8" (18" common)	1630	460	607	770	460	770
	1-1/2	10d17/8" (18" common)	1640	180	440	10d17/8" (18" common)	1710	460	607	770	460	770
2	1-1/2	10d17/8" (18" common)	1720	180	440	10d17/8" (18" common)	1790	460	607	770	460	770
	1-1/2	10d17/8" (18" common)	1800	180	440	10d17/8" (18" common)	1870	460	607	770	460	770

Notes to Table 2306.4.1

For S1: $h = 25.4$ mm, $1 \text{ foot} = 25.4$ m, $1 \text{ pound per foot} = 14.5939$ N/m.

a. Framing of other species: (1) Find specific gravity for species of lumber in AF&PA NDS. (2) For staples find shear value from table above for Structural I panels (regardless of actual grade) and multiply value by 0.82 for species with specific gravity of 0.42 or greater, or 0.65 for all other species. (3) For nails find shear value from table above for nail size for actual grade and multiply value by the following adjustment factor: Specific Gravity Adjustment Factor = $[1 - (0.5 - SG)]$, where SG = Specific Gravity of the framing lumber. This adjustment factor shall not be greater than 1.

b. Panel edges backed with 2-inch nominal or thicker framing. Install panels either horizontally or vertically. Space fasteners maximum 6 inches on center along intermediate framing members for 3/8-inch and 7/16-inch panels installed on studs spaced 24 inches on center. For other conditions and panel thickness, space fasteners maximum 12 inches on center on intermediate supports.

c. 3/8-inch panel thickness or siding with a span rating of 16 inches on center is the minimum recommended where applied direct to framing as exterior siding.

d. Allowable shear values are permitted to be increased to values shown for 15/32-inch sheathing with same nailing provided (a) studs are spaced a maximum of 16 inches on center, or (b) panels are applied with long dimension across studs.

e. Framing at adjoining panel edges shall be 3 inches nominal or thicker, and nails shall be staggered where both nails are spaced 2 inches on center.

f. Framing at adjoining panel edges shall be 3 inches nominal or thicker, and nails shall be staggered where both of the following conditions are met: (1) 10d (3"x10") nails having penetration into framing of more than 1-1/2 inches and (2) nails are spaced 3 inches on center.

g. Values apply to all-veneer plywood. Thickness at point of fastening on panel edges governs shear values.

h. Where panels applied on both faces of a wall and nail spacing is less than 6 inches o.c. on either side, panel joints shall be offset to fall on different framing members, or framing shall be 3-inch nominal or thicker at adjoining panel edges and nails on each side shall be staggered.

i. In Seismic Design Category D, E or F, where shear design values exceed 350 pounds per linear foot, all framing members receiving edge nailing and abutting panels shall not be less than a single 3-inch nominal member, or two 2-inch nominal members fastened together in accordance with Section 2306.1 to transfer the design shear value between framing members. Wood structural panel joint and sill plate nailing shall be staggered in all cases. See Section 2305.3.11 for sill plate size and anchorage requirements.

j. Galvanized nails shall be hot dipped or tumbled.

k. Staples shall have a minimum crown width of 7/16 inch and shall be installed with their crowns parallel to the long dimension of the framing members.

l. For shear loads of normal or permanent load duration as defined by the AF&PA NDS, the values in the table above shall be multiplied by 0.63 or 0.56, respectively.

m. [D5A-SS & OSHPD 1, 2 and 4] Refer to Section 2305.2.4.2, which requires any wood structural panel sheathing used for diaphragms and shear walls that are part of the seismic-force-resisting system to be applied directly to framing members.

n. The maximum allowable shear value for three-ply plywood resisting seismic forces is 200 pounds per foot (2.92 kN/m).

Section 2306.4.5 of the California Building Code is hereby amended as follows:

Section 2306.4.5 Shear walls sheathed with other materials. Shear wall capacities for walls sheathed with lath, plaster or gypsum board shall be in accordance with Table 2306.4.5. Shear walls sheathed with lath, plaster or gypsum board shall be constructed in accordance with Chapter 25 and Section 2306.4.5.1. Walls resisting seismic loads shall be subject to the limitations in Section 12.2.1 of ASCE 7. The allowable shear values shown in Table 2306.4.5 for material in Category 1 is limited to 90 pound per foot (1.31 kN/m); materials in Category 2 thru 4 are limited to 30 pound per foot (438 N/m). Shear walls sheathed with lath, plaster or gypsum board shall not be used below the top level in a multi-level building.

Table 2306.4.5 of the 2007 California Building Code is hereby deleted in its entirety.

Table 2306.4.5 is hereby added to the California Building Code as follows:

TYPE OF MATERIAL	(1)	WALL SECTION OUTSIDE CYCLON	WALL SECTION OUTSIDE CYCLON	FASTENER TYPE	MAXIMUM (inches)	SECTION PER FOOT (lb)		MINIMUM FASTENER SIZE****
						Normal	Wind	
1. Engineered wood or woven lath and plaster or gypsum board	18"	Unbraced	4	90	180	No. 14 gage, 1-1/2" long, 7/16" head 16 Gage Staple, 7/16" long		
2. Gypsum lath and plaster or gypsum board	18" lath and 1/2" plaster	Unbraced	5	90	180	No. 14 gage, 1-1/2" long, 7/16" head 16 Gage Staple, 7/16" long		
3. Gypsum sheathing	1/2" x 4' x 8'	Unbraced	4	90	180	No. 14 gage, 1-1/2" long, 7/16" head 16 Gage Staple, 7/16" long		
	1/2" x 4' x 8'	Unbraced	4	90	180			

hazard zone, are at or above the minimum elevation when required by the provisions of this Section.

Appendix J104.3 is hereby amended by adding a sentence at the end of section J104.3 as follows:

Section J104.3.*** In addition, the soils report shall specify whether methane hazard exists on site. If methane hazard exists, a licensed Architect, registered Engineer or Geologist shall submit a report to the satisfaction of the City Building Official which includes, but is not limited to, the results of the testing procedure and the proposed mitigation measures. Section J104.5 is hereby added to the California Building Code as follows:

Section J104.5 Slope failure reports. In addition to any other requirements set forth in this chapter, for Class I slope failures, the permit applicant shall submit to the building official a combined soils engineering and engineering geology report to address its cause and provide recommended repair methods. For Class II slope failures, the permit applicant shall submit to the building official an engineering geology report to address its cause and provide recommended repair methods. For Class III slope failure, unless there exist other conditions which, in the opinion of the building official, require the submission of soils engineering or engineering geology reports, the permit applicant shall not be required to submit such reports.

Appendix J112 is hereby added to the California Building Code as follows:

Section J112 Hazardous Conditions.

Section J112.1 Notices. Whenever the City Building Official determines by inspection that any existing excavation or fill or other condition of the soil from any cause has become a menace to life or limb, or endangers property, or affects the safety, usability, or stability of a public way, the owner of the property upon which such excavation, fill, or other condition of the soil is located, or other person or agent in control of such excavation, upon receipt of a notice in writing from the City Building Official so to do, within ninety (90) days after the date of such written notice, shall repair and reconstruct such excavation, fill, or other condition of the soil so that it conforms to the requirements of this Chapter, or otherwise repair, strengthen, or eliminate such excavation, fill, or other condition of the soil in a manner satisfactory to the City Building Official to eliminate the danger. The City Building Official may designate a shorter period of time for elimination of the condition if an imminent and immediate hazard is found to exist.

Section J112.2 Reports. In the event the owner or other person or agent in control of such property fails to comply with the notice to repair or reconstruct such excavation, fill, or other condition of the soil, the City Building Official may submit a written report to Council requesting authorization to proceed in performing the work specified in such written notice, and assess the costs of such work as a special assessment against the property.

Section J112.3 Hearings. Upon the receipt of such a report, the Council may fix a time, date, and place for a hearing on such report and any protests or objections thereto. At least ten (10) days prior to the hearing a notice of the hearing shall be served by certified mail, postage prepaid, addressed to the owner of the property at his last known address, and to each holder of any security interest in the real property.

Section J112.4 Authorizing work. On conclusion of the hearing, the Council may by resolution confirm the report of the City Building Official and order the repair or reconstruction of such excavation, fill, or other condition of the soil by the City.

Section J112.5 Levy and assessment. Upon the completion of the repair or reconstruction of such excavation, fill, or other condition of the soil by the City, the City Building Official will transmit a final statement of the total direct and indirect costs of such work to the Council, which will by resolution fix the time, date, and place for hearing such statement in accordance with the provisions of this code. Upon the date fixed for the hearing, the Council will hear the report of the City Building Official, together with any objections or protests thereto, and may then by resolution order the costs of the work to be paid and levied as a special assessment against the property. The City Clerk will then transmit a copy of the resolution to the County Auditor-Collector directing that the amount designated to be collected concurrently with the next installment of real property taxes on the property involved.

Appendix Section J113 is hereby added to the California Building Code as follows:

Section J113 Bonds.

Section J113.1 Bonds required. The City Building Official may require the posting of a bond prior to issuance of a permit where the nature of the work, if commenced and allowed to remain in an uncompleted state, would create a hazard to human life or endanger adjoining or other property, any street or street improvement, or any other public property. The bond shall be in an amount sufficient to cover the cost of eliminating any dangerous condition or geological hazard if the project is not properly performed or is not completed in a timely manner. The bond shall comply with the provisions of Title 3, Chapter 4 of the Beverly Hills Municipal Code.

Section J113.2 Right of entry. In the event of any default in any performance of any term or condition of the permit for the work, the surety, or any person employed or engaged on its behalf, or the City Building Official, or any person employed or engaged on his behalf, shall have the right to go upon the premises to complete the required work or make it safe.

Section J113.3 Interference prohibited. No person shall interfere with or obstruct the ingress or egress to or from any such premises by any authorized representative or agent of any surety or of the City engaged in completing the work required to be performed under the permit or in complying with the terms or conditions thereof.

Section 7. Section 9-1.301 of Article 3 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code is hereby repealed, provided, however, that such repeal shall not affect or excuse any violation of said Section 9-1.301 occurring prior to the effective date of this ordinance. New Section 9-1.301 of Article 3 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code is hereby added as follows:

Section 9-1.301 Adoption of the California Electrical Code. The 2007 edition of the California Electrical Code, including the annexes, but excluding annex G, is hereby adopted by reference, but subject to the amendments set forth in Section 9-1.302, and the same shall be known and may be cited as the Electrical Code of the City of Beverly Hills.

Section 8. Section 9-1.302 of Article 3 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code is hereby repealed, provided, however, that such repeal shall not affect or excuse any violation of said Section 9-1.302 occurring prior to the effective date of this ordinance. New Section 9-1.302 of Article 3 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code regarding amendments and additions to the California Electrical Code and its annexes are hereby added as follows:

Section 9-1.302 Amendments to California Electrical Code. The California Electrical Code adopted pursuant to Section 9-1.301 is hereby amended as follows:

Section 760-19 Residential Sprinkler Flow Alarms. Residential sprinkler flow alarm wiring shall meet one of the following requirements:

- (1) Wiring shall originate at a panelboard and shall be kept separate from all other wiring except at the panelboard; or
- (2) The alarm shall obtain power from a circuit supplying kitchen and/or bathroom lights.

Section 9. Section 9-1.401 of Article 4 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code is hereby repealed, provided, however, that such repeal shall not affect or excuse any violation of said Section 9-1.401 occurring prior to the effective date of this ordinance. New Section 9-1.401 of Article 4 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code is hereby added as follows:

Section 9-1.401 Adoption of California Mechanical Code. The 2007 edition of the California Mechanical Code, including the Appendix, but excluding Appendix Chapter 1, is hereby adopted by reference, and the same shall be known and may be cited as the Mechanical Code of the City of Beverly Hills.

Section 10. Section 9-1.402 of Article 4 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code is hereby repealed, provided, however, that such repeal shall not affect or excuse any violation of said Section 9-1.402 occurring prior to the effective date of this ordinance.

Section 11. Section 9-1.501 of Article 5 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code is hereby repealed, provided, however, that such repeal shall not affect or excuse any violation of said Section 9-5.201 occurring prior to the effective date of this ordinance. New Section 9-5.201 of Article 5 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code is hereby added as follows:

Section 9-1.501 Adoption of California Plumbing Code. The 2007 edition of the California Plumbing Code, including the Appendices thereto, but excluding Appendix Chapter 1, is hereby adopted by reference, but subject to the provisions of Section 9-1.502, and the same shall be known and may be cited as the Plumbing Code of the City of Beverly Hills.

Section 12. Section 9-1.502 of Article 5 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code is hereby repealed, provided, however, that such repeal shall not affect or excuse any violation of said Section 9-1.502 occurring prior to the effective date of this ordinance.

Section 13. Section 9-1.601 of Article 6 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code is hereby repealed, provided, however, that such repeal shall not affect or excuse any violation of said Section 9-1.601 occurring prior to the effective date of this ordinance. New Section 9-1.601 of Article 6 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code is hereby added as follows:

Section 9-1.601. Adoption of Uniform Swimming Pool, Spa and Hot Tub Code. The Uniform Swimming Pool, Spa and Hot Tub Code, 2006 Edition, except for Part 1 thereof, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference, but subject to the provisions of Section 9-1.602.

Section 14. Section 9-1.602 of Article 6 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code is hereby repealed, provided, however, that such repeal shall not affect or excuse any violation of said Section 9-1.602 occurring prior to the effective date of this ordinance. New Section 9-1.602 of Article 6 of Chapter 1 of Title 9 of the Beverly Hills Municipal Code regarding amendments and additions to the Uniform Swimming Pool, Spa and Hot Tub Code is hereby added as follows:

Section 9-1.602. Amendments to Uniform Swimming Pool, Spa and Hot Tub Code. The Uniform Swimming Pool, Spa and Hot Tub Code adopted pursuant to Section 9-1.601 is hereby amended as follows:

Section 327. No pool, pond, or fountain in the City having a capacity of over 2,000 gallons of water shall be drained or discharged into the public sewer until the Public Works Administrator has been notified and has authorized the time for such discharge.

Section 328. Fences for Swimming Pools and Excavations.

Section 328.1 Swimming Pool Enclosure. It shall be unlawful for any person, within the City, to construct, install or maintain in the City a swimming pool or excavation unless the same is enclosed or protected from entrance thereto by the following protective facilities or by other facilities equally sufficient for the purpose of protecting the public, particularly children, from the hazards of swimming pools and excavations.

EXCEPTION: The foregoing shall not apply to excavations made in connection with public improvements for which a permit has been issued by the Transportation/Engineering Official, or in connection with the construction of structures or buildings for which a permit has been issued by the City Building Official; provided, however, that in such cases, the person making the excavation shall provide temporary barricades or other devices which will provide reasonable protection against the hazards herein referred to.

Section 328.1.1 Enclosure. All swimming pools and excavations shall be enclosed by a fence or wall not less than five (5) feet in height above the underlying ground. There shall be no openings, holes or gaps that allow passage of a sphere equal to or greater than four (4") inches in diameter. The vertical clearance from the ground to the bottom of the enclosure shall be two (2") inches or less. The outside surface of the enclosure shall be free of protrusions, cavities or other physical characteristics that would serve as handholds or footholds that could enable a child below the age of five years to climb over. Walls of dwelling and accessory buildings may be used to form part of the enclosure herein above required.

Section 328.1.2 Gates or Doors. Any gates or doors opening through the enclosure shall open away from the swimming pool, and be equipped with an approved self-closing and

self-latching device which is placed no lower than 60 inches above the ground and shall be capable of keeping, such door or gate securely closed at all times when not actually in use; provided, however, that the door of any occupied dwelling and forming any part of the enclosure herein above required, need not be so equipped. Any gates other than pedestrian access gates shall be equipped with lockable hardware or padlocks and shall remain locked at all times when not in use.

Section 15. Section 9-2.1 of Article 1 of Chapter 2 of Title 9 of the Beverly Hills Municipal Code is hereby repealed, provided, however, that such repeal shall not affect or excuse any violation of said Section 9-2.1 occurring prior to the effective date of this ordinance. New Section 9-2.1 of Article 1 of Chapter 2 of Title 9 of the Beverly Hills Municipal Code is hereby added as follows:

Section 16. 9-2.1 Adoption of California Fire Code. The 2007 edition of the California Fire Code including the Appendix is hereby adopted by reference, excluding Section 903.3.1.2, and subject to the amendments set forth in Section 9-2.2, and the same shall be known and may be cited as the Fire Code of the City of Beverly Hills.

Section 17. Section 9-2.2 of Article 1 of Chapter 2 of Title 9 of the Beverly Hills Municipal Code are hereby repealed, provided, however, that such repeal shall not affect or excuse any violation of said Section 9-2.2 occurring prior to the effective date of this ordinance. New Section 9-2.2 of Article 1 of Chapter 2 of Title 9 of the Beverly Hills Municipal Code regarding amendments and additions to the California Fire Code and its Appendix is hereby added as follows:

Section 9-2.2 Amendments to California Fire Code. The Fire Code adopted pursuant to Section 9-2.1 is hereby amended as provided herein because of the special circumstances and conditions in the City:

Section 903.2 of the California Fire Code is hereby amended as follows:

Section 903.2 Where required. Approved automatic sprinkler systems in new building and structures shall be required for all occupancies, except U occupancies which are sheds that are less than five hundred (500) square feet.

Approved automatic sprinkler systems shall be required in all existing buildings if: (i) additions, alterations or repairs are made within any twelve (12) month period which exceed fifty percent (50%) of the value of such existing building, (ii) an addition is constructed which exceeds fifty percent (50%) of the square footage of the existing building, or (iii) an addition of more than five thousand (5,000) square feet is constructed.

Areas occupied by the following existing occupancies shall have installed an automatic fire-extinguishing system in compliance with this code:

(1) Throughout all existing eating establishments having a floor area in excess of three thousand (3,000) square feet.

(2) Throughout bowling alleys.

(3) Throughout public assembly occupancies having an occupant load of three hundred (300) or more persons. If such occupancies are located above the first floor, the floors below shall be provided with an automatic sprinkler system; provided further, public assembly occupancies of three hundred (300) or more persons placed in buildings existing prior to August 19, 1978, shall not be required to provide an automatic fire-extinguishing system in floors below such occupancy.

(4) Throughout hotels except those areas used exclusively for lodging.

(5) Throughout retail sales rooms classified as Group M and S occupancies if the floor area of all floors exceeds twelve thousand (12,000) square feet, and in Group M and S retail sales and storage occupancies more than three (3) stories in height, and in Group M and S occupancies, if such occupancies are located within the same building or structure as Group R-I occupancies. The area of mezzanines shall be included in determining the areas where sprinklers are required.

(6) Nightclubs and discos in rooms primarily used for entertaining occupants who are drinking or dining and unseparated accessory uses where the total area of such unseparated occupancies or assembly uses exceeds three thousand (3,000) square feet. For uses to be considered "Separated," the separation shall be not less than is required for a one-hour occupancy separation.

(7) In every story or basement of all buildings if the floor area exceeds fifteen hundred (1,500) square feet and there is not provided at least twenty (20) square feet of opening entirely above the adjoining ground level in each 50 linear feet or fraction thereof of exterior wall in the story or basement on at least one side of the building. Openings shall have a minimum dimension of not less than thirty (30) inches. Such openings shall be accessible to the fire department from the exterior and shall not be obstructed in a manner that fire fighting or rescue cannot be accomplished from the exterior.

When openings in a story are provided on only one side and the opposite wall of such story is more than seventy-five (75) feet from such openings, the story shall be provided with an approved automatic sprinkler system, or openings as specified above shall be provided on at least two sides of exterior wall of the story.

(8) In elevator plants.

(9) In rooms where nitrate film is stored and handled.

(10) In protected combustible fiber storage vaults as defined in the Fire Code.

Section 903.3.1.1.1 is hereby amended by deleting item number 3 as follows:

3. Deleted.

Section 903.3.1.2 of the California Fire Code is hereby deleted.

Section 903.3.1.3.1 is hereby added to the California Fire Code as follows:

Section 903.3.1.3.1 Balconies and Decks.

Sprinkler protection shall be provided for exterior overhangs, balconies, decks, and ground floor patios of dwelling units exceeding four (4) feet in width.

Section 903.3.7 of the California Fire Code is hereby amended as follows:

Section 903.3.7 Fire Department Connections. The location and size of fire department connections shall be approved by the fire code official.

Section 903.4 of the California Fire Code is hereby amended as follows:

Section 903.4 Sprinkler system monitoring and alarms. All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures, and water-flow switches on all sprinkler systems shall be electrically supervised. Existing sprinkler systems totaling 20 sprinkler heads or more on one property being modified or altered shall be electrically supervised.

Section 903.4.2 of the California Fire Code is hereby amended as follows:

Section 903.4.2 Alarms. Approved audible devices shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior and interior of the building in an approved location to notify all occupants. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system

Section 905.11 of the California Fire Code is hereby amended as follows:

Section 905.11 Standpipes.

Existing Buildings. Existing structures with occupied floors located 3 or more stories above or below the lowest level of fire department access shall be equipped with standpipes installed in accordance with Section 905. The standpipes shall have an approved fire department connection with hose connections at each floor level above or below the lowest level of fire department access. The fire code official is authorized to approve the installation of manual standpipe systems to achieve compliance with this section where the responding fire department is capable of providing the required hose flow at the highest standpipe outlet.

Section 907.10.1.1.1 is hereby added to the California Fire Code as follows

Section 907.10.1.1.1 All Use Areas

Visible alarm notification appliances shall be provided in all occupied rooms where ambient noise impairs hearing of the fire alarm including but not limited to residential home theaters.

Section 1020.1.6 of the California Fire Code is hereby amended as follows:

Section 1020.1.6 Stairway Floor Number Signs. Standardized signs shall be provided in new and existing buildings that are two (2) or more stories in height. Such signs shall be installed on the interior of the stairways on each floor and on the exterior door of each stair door at the ground level, to identify each stair landing and indicate the upper and lower termination of the stairway.

Section 2403.2 of the California Fire Code is hereby amended as follows:

Section 2403.2 Approval required. Tents and membrane structures having an area in excess of forty (40) sq ft and canopies in excess of forty (40) sq ft shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official.

Section 2403.5 of the California Fire Code is hereby amended as follows:

Section 2403.5 Use Period.

Unless otherwise authorized by the City Building Official, no tent, awning, canopy or temporary membrane structure in excess of forty (40) square feet shall be erected or maintained on private property within the City in excess of ten (10) days.

Section 3301.2 is hereby added to the California Fire Code as follows:

Section 3301.2 Fireworks Prohibited.

No person shall manufacture, store, offer for sale or discharge any fireworks in the City; provided further, fireworks may be discharged in conjunction with a city sponsored event.

Section 4706 of the California Fire Code is hereby amended as follows:

Section 4706 Vegetation management

Section 4706.1 General.

A. Definitions. For purposes of this section, the following definitions shall apply:

1. Vegetative Growth. Any native brush, or weeds, or grass, or specimen native shrub, or any live, or dead organic material as designated by the fire chief.

2. Very High Fire Hazard Severity Zone. That area included within the boundaries described and set forth in a map maintained by the fire chief on file in the office of the fire prevention bureau.

3. Native Brush. All varieties of vegetative growth other than trees, that are indigenous to and found within the very high fire hazard severity zone except those plants that are identified as 'fire resistive plants' in a list established and maintained by the fire chief.

4. Specimen Native Shrub. An individual shrub that is within the definition of 'native brush' and that is trimmed up one-third of its height or six (6) feet above the ground, whichever is less, and from the vicinity of which has been removed all dead wood, duff, and combustible litter; and that is not among those plants identified as 'extremely hazardous native brush' in a list established and maintained by the fire chief.

5. Structure. That which is built or constructed, including an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

6. Fuel Modification Zone. The area existing between one hundred (100) feet and two hundred (200) feet, in any direction from any structure, unless otherwise specified by the chief.

B. Required Maintenance. Persons owning, leasing, controlling, operating or maintaining buildings or structures in, upon or adjoining very high fire hazard severity zone fire areas, and persons owning, leasing or controlling land adjacent (within 200 feet) to such buildings or structures, shall at all times comply with the following requirements:

1. Maintain all native brush, weeds, grass, and hazardous vegetation situated within one hundred feet (100') of ANY structure, regardless of whether said structure is located upon such land or upon adjacent land shall be maintained at a height of not more than three inches (3") above the ground.

2. Reduce the fuel load within the fuel modification zone (100' to 200') around any structure regardless of whether said structure is located upon such land or upon adjacent land.

EXCEPTION: Specimen native shrubs may be retained throughout the first 100 feet provided they are: spaced at a distance not less than eighteen feet (18') from other native

shrubs, brush or structures; maintained free of dead wood and litter; and trimmed up at least six feet (6') from the ground or 1/3 of their height, whichever is less.

3. Maintain all native brush, weeds, grass and hazardous vegetation within ten feet (10') of any combustible fence shall be maintained at a height of not more than three inches (3") above the ground.

4. Remove all trees, shrubs, bushes, and other growing vegetation or portions thereof, adjacent to or overhanging any structure shall be kept free of dead limbs, branches, and other combustible matter.

5. Maintain all trees shall be trimmed up five feet (5') from the ground and maintained so that no portion is closer than ten feet (10') from the outlet of any chimney.

6. Maintain five feet (5') of vertical clearance between roof surfaces and portions of trees overhanging any building or structure.

7. Maintain all roof structures shall be kept free of substantial accumulations of leaves, needles, twigs, and other combustible matter.

8. Remove all cut vegetation and debris and legally disposed of. All vegetation, native or otherwise, shall be maintained so as not to constitute a fire hazard or public nuisance.

9. Clear all hazardous vegetation and other combustible growth within the first one hundred feet (100') surrounding all structures. Reduce the amount and/or modify the arrangement of hazardous vegetation within the fuel modification zone.

10. Prune the branches from the lower third of any native plants kept in this area. If the plant is over eighteen (18') feet in height, only the lower six feet (6') must be pruned. Heavy brush must be 'trimmed up' so that all foliage in the lower third of the plant is removed. Remove any dead plants (leave the lowest three inches (3") and root structure to help prevent erosion.)

11. Remove dead material from live plants.

12. Remove or process all cut vegetation as follows: may be machine processed and left on the property to a maximum depth of three inches (3"), so long as none of the material is left within one hundred feet (100') of any structure. Machine processed material shall be placed within ten feet (10') of usable road surfaces or driveways.

13. Maintain all landscape vegetation, including, but not limited to, conifers (e.g., cedar, cypress, fir, juniper, and pine), eucalyptus, acacia, palm and pampas grass in such a condition as not to provide an available fuel supply to augment the spread or intensity of a fire.

C. Authority Of The Fire Chief To Modify Brush Clearing Requirements. If the fire chief determines in any specific case that difficult terrain, danger of erosion, or other unusual circumstances make strict compliance with the clearance of vegetation provisions of this section undesirable or impractical, he may suspend the enforcement thereof and require reasonable alternative measures. Nothing contained in this subsection shall be deemed to preclude the chief from requiring more than the minimum specific requirements set forth above when the chief determines that conditions exist which necessitate greater fire protection measures.

D. Issuance Of Brush Clearance Notice. In addition to any other remedies for violations provided by law, including those remedies set forth in this Code, the fire department may issue a "vegetation clearance notice" to the record owner and any tenant, lessee or other possessor of the affected properties, specifying the condition(s) required to be corrected, and setting forth a date by which corrective action must be taken. The fire department may take corrective action at the owner's expense in the event the required correction is not completed. If the owner fails to pay the cost incurred by the fire department to correct such condition(s) following notice of the cost and an opportunity to be heard, the city council may make the expense a lien upon the property where such condition exists.

Section 4706.2. Clearance of Brush or Vegetative Growth from Roadways.

All native brush, weeds, grass and hazardous vegetation situated within ten (10) feet of the outer edge or edges of the usable road surface of any highway, street, alley or driveway serving more than one residence shall be maintained at a height of not more than three (3") inches above the ground.

Section 103.2.1 is hereby added to Appendix Chapter 1 of the California Fire Code as follows:

Section 103.2.1 Fire Prevention Bureau personnel and Police.

(1) The Chief and members of the Fire Prevention Bureau shall each have the powers of a police officer in performing their duties under this Code.

(2) Members of the Fire Department may act as Peace Officers only as permitted by Section 830.37 of the California Penal Code. All members of the Fire Department with the rank of Captain or above and all members of the Fire Prevention Bureau who are peace officers as defined in Section 830.37 of the Penal Code and members who have been designated by the Fire Chief as Arson Investigators and who have satisfactorily completed the courses of training required by Section 832.6 of the Penal Code are designated as peace officers for the purposes of Section 171c, 171d, 12027 and 12031 of the Penal Code while engaged as members of an arson investigating unit, regularly employed and paid as such, in the detection and apprehension of persons who have violated or who are suspected of having violated any fire law, or while exclusively engaged in the enforcement of law as relating to fire prevention and fire suppression.

(3) When requested to do so by the Chief, the Chief of Police is authorized to assign such available police officers as necessary to assist the Fire Department in enforcing the provisions of this code.

Section 109.3.2 is hereby added to Appendix Chapter 1 of the California Fire Code as follows:

Section 109.3.2 Citations.

Persons operating or maintaining an occupancy, premises or vehicle or performing work which requires a permit by this code, who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle or who fail to obtain a permit prior to start of work which requires such a permit under this code, when ordered or notified to do so by the Chief, shall be guilty of a misdemeanor.

Appendix Chapter 1, Section 110 is hereby amended by adding section 110.1.3 to the California Fire Code as follows:

Section 110.1.3 Warning signs.

Whenever the Chief shall determine that warning signs are required in the protection of persons or property from injury due to unauthorized entry into dangerous structures or buildings, he shall order such buildings or structures adequately posted with signs reading, "WARNING: UNSAFE DO NOT ENTER BY ORDER OF THE BEVERLY HILLS FIRE DEPARTMENT."

It shall be unlawful for any person to enter or remain within any such posted structures or building, except that public officers acting in the course of duty, and representatives of public or private utilities, shall be exempt from the provisions of this section.

Section 18. Penalty. Except where specified to be an infraction, violation of any provision of this Ordinance or any Code adopted herein by reference shall constitute a misdemeanor and shall be punishable by a fine not to exceed one thousand dollars (\$1,000) or by imprisonment for a period not to exceed six (6) months, or by both such fine and imprisonment. Each and every day such a violation exists shall constitute a separate and distinct violation of this Ordinance.

Section 19. Civil Remedies. The violation of any of the provisions of this Ordinance or any Code adopted herein by reference shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

Section 20. Severability. The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

Section 21. The City Clerk shall certify to the adoption of this Ordinance.

Section 22. This ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

Adopted: November 13, 2007
Effective: December 14, 2007

JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

ATTES:

(SEAL)
BYRON POPE
City Clerk

VOTE:
AYES: Councilmembers Krasne, Fenton, Briskman, Brucker and Mayor Delshad
NOES: None
ABSENT: None
CARRIED

ORDINANCE NO. 07-O-2535
AN ORDINANCE OF THE CITY OF BEVERLY HILLS REVISING THE RESTRICTIONS ON ACTIVITIES BY FORMER ELECTED OFFICIALS AND PLANNING COMMISSIONERS AND AMENDING THE BEVERLY HILLS MUNICIPAL CODE

Section 1. Section 1-9-202 of Article 2, Chapter 9 of Title I of the Beverly Hills Municipal Code, is hereby amended to read as follows:

1-9-202. Definitions.

The following words and phrases shall have the following meanings for purposes of this Article, unless otherwise indicated:

A. "Administrative or Legislative Action" means the proposal, drafting, introduction, development, consideration, amendment, enactment, or defeat by the city, the city council, or any Commission, Committee, or subcommittee of the City of any ordinance, amendment, resolution, report, initiative or other matter, including any rule, regulation, or other action in any regulatory proceeding, whether legislative, administrative, quasi-legislative or quasi-judicial. Administrative Action does not include any action that is solely ministerial.

B. "City Official" shall mean every officer or employee of the City who is required to file a statement of economic interests pursuant to the City's conflict of interest code, except that "City Official" shall not include any member of the City Council or a member of a City Commission, Committee or sub-committee.

C. "Commission" and "Committee" shall mean any body created by the city council as set forth in Chapter 2 of Title 2 and Chapter 1 of Title 10 of the Beverly Hills Municipal Code.

D. "Elected Official" shall mean any person elected or appointed to hold an elected office of the City.

E. "Planning Commissioner" shall mean each member of the Beverly Hills Planning Commission.

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