

IN THIS ISSUE

New Two Rodeo Drive Artwork Pays Tribute to First Responders 5



Seafood Cookout Beverly Hills Style 10



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- Calendar 2
- News 4
- Design 8
- Dining at Home 10
- Birthdays 12
- Fun & Games 14
- Classifieds 21

THE WEATHER, BEVERLY HILLS

| | |
|-------------|-----------|
| ☁ Friday | 74° 62° |
| ☀ Saturday | 75° 62° |
| ☁ Sunday | 72° 61° |
| ☁ Monday | 69° 59° |
| ☀ Tuesday | 71° 60° |
| ☀ Wednesday | 78° 63° |
| ☀ Thursday | 79° 63° |

Beverly Hills Fire Department Adjusts to COVID-19

BY SAMUEL BRASLOW



Beverly Hills Fire Department Chief Greg Barton (left) and Captain Brad McHenry at station
Photo by Samuel Braslow

The first hint of real trouble for the Beverly Hills Fire Department came in February, when one of the firefighters shared that their child's school had been canceled due to COVID-19. The next day, Battalion Chief

Scott Stevens received the same news about his child's school. "Then the next morning, it was my [child's] school," recalled Captain Brad McHenry.

As essential workers, firefighters didn't

have the option of returning home to help spouses cope with the extra workload. Instead, the members of the 95-year-old department had to reconfigure routines, implement new protocols, and adjust to a strange new world of firefighting in the era of COVID-19.

The Courier obtained inside access to the day-to-day workings of the Beverly Hills Fire Department, as it continues to cope with life during the pandemic.

Call Load Changes

After the stay-at-home order went out, "our call load went down as well, because you weren't getting as many traffic accidents [and] fire alarms weren't going off," Beverly Hills Fire Chief Greg Barton told the Courier during a visit to the station June 23. In fact, calls went down by around 30 percent. "But now we're starting to see that go back up because people are coming back to work and traffic is increasing," he added.

The majority of the calls that the fire department receives are medical related, not fire. About half of the crew are trained paramedics. The coronavirus has necessitated a slightly more cautious approach in responding to emergency calls, although Stevens stressed that they are no slower for it.

(Fire Department continues on page 13)

City Council to Consider Mixed-Use Ordinance

BY LAURA COLEMAN

While it is unlikely to happen this year, portions of Beverly Hills have the potential to significantly change as developers begin to avail themselves to the City's first-ever mixed-use ordinance. That is, if the City Council votes to approve one.

Following the Planning Commission's unanimous vote on June 19 in support of a draft ordinance to create a mixed-use overlay zone in certain commercially zoned areas of the City, the Council will now consider signing the ordinance into law. The term "mixed use" is most commonly used to refer to a building or development that includes

a mix of commercial and residential uses, with housing units generally located on the upper floors of a building.

Per the resolution, the ordinance will "establish uniform standards for mixed-use developments in the City with the goals of providing flexibility for property owners who wish to build housing and commercial space, respecting adjacent residential communities, encouraging a mix of housing types in the city, and revitalizing commercial corridors in the City, especially those near transit."

(City Council continues on page 13)

Metro Purple Line On Track to Open in Beverly Hills in 2023

BY LAURA COLEMAN

The Purple Line Extension continues to make headway in connecting the Eastside and Westside, with Beverly Hills' first subway station at Wilshire/La Cienega on track to open in 2023.

(Metro Purple continues on page 11)

We Salute Our First Responders

BEVERLY HILLS COURIER

Courier Calendar

NOW – JULY 5

PETERSEN AUTOMOTIVE MUSEUM: TESLA CYBERTRUCK DISPLAY

Reopened to the public, the Petersen Automotive Museum is extending the Tesla Cybertruck display. This is the Cybertruck's first stationary public display since being revealed at a private event in Los Angeles in November of 2019. Featuring a sharp-edged, flat-paneled exoskeleton made of stainless steel and armored glass, the Cybertruck can accelerate from 0-60 mph in 2.9 seconds, tow up to 14,000 pounds and travel 500-plus miles on a single charge. Production is expected to begin in late 2021. Guests must purchase tickets in advance.

<https://www.petersen.org/>



NOW - AUGUST 30

L.A. THEATRE WORKS - SIX PLAYS: "BLACK VOICES"

L.A. Theatre Works features a free featured streaming promotion of "Black Voices." Listen to six exceptional pieces from Lynn Nottage, Katori Hall, Lonnie Elder III, Roger Guenveur Smith, Lydia Diamond and Charlayne Woodard, and stars include Aja Naomi King ("Birth of a Nation"). L.A. Theatre has recorded over 500 plays live in performance and then turned these recordings into podcasts, streaming audio, radio shows, and CDs.

<https://latw.org/black-voices>

JUNE 26

NATIONAL ACADEMY OF TELEVISION ARTS & SCIENCES: 47TH ANNUAL DAYTIME EMMY AWARDS 5 - 7 p.m.

The National Academy of Television Arts & Sciences presents the "47th Annual Daytime Emmy Awards," which will be broadcast on CBS and streamed on CBS All Access. Awards will be presented in leading categories with recipients and other special guests appearing from home. Additional categories will be announced simultaneously on Twitter (@DaytimeEmmys), with others presented in a separate ceremony in July.

<https://theemmys.tv/daytime/>

JUNE 27

JDRF LOS ANGELES: "REIMAGINED IMAGINE GALA" 6 - 7 p.m.

The 2020 JDRF Reimagined Imagine Gala: One Hour, One Cause benefits the Juvenile Diabetes Research Foundation's mission to cure, treat and prevent type 1 diabetes. Hosted by Frank Buckley, anchor of the KTLA 5 Morning News, the celebrity lineup includes performances by Ozomatli and singer/songwriters JoJo, Bebe Rexha and RaeLynn, among others.

<http://bidpal.net/jdrfla>

JUNE 27

CHEFS CURTIS STONE AND CHRIS FLINT DINNER AND COOKING DEMO 6:30 - 8 p.m.

Join Chef Curtis Stone and Maude Restaurant Beverly Hills Chef Chris Flint with Billy Harris and Paul Vitagliano for an in-home Zoom dinner party and cooking demo. Enjoy a multi-course dinner from Maude with a cooking demo from Chefs Stone and Flint. Email paulcvitagliano@gmail.com or visit www.billyharris.com.



JUNE 27

LEAD WITH LOVE: PROJECT ANGEL FOOD EMERGENCY TELETHON 7 - 9 p.m.

"Lead With Love: Project Angel Food Emergency Telethon" will be broadcast and streamed live on KTLA, as well as the Project Angel Food and KTLA websites. Hosted by the station's Eric McCormack and Jessica Holmes, as well as Tony Award nominee Sheryl Lee Ralph, the telethon's goal is to raise the \$500,000 needed to support Project Angel Food's COVID-19 Emergency Fund. Project Angel Food was launched during the AIDS pandemic in 1989 and continues to serve the Los Angeles community's needs. The telethon will feature appearances and performances by supporters such as Jamie Lee Curtis, Sir Elton John, Sharon Stone, Kelly Clarkson, CeeLo Green, Marie Osmond, Billy Idol, Marianne Williamson, Kristin Chenoweth, John Goodman, Valerie Bertinelli, Marlee Matlin, Olivia Newton-John, Kelly Osbourne and others.

www.AngelFood.org

JUNE 27

GROW @ THE WALLIS: "FAIRYLAND FOIBLES" 7 p.m.

GROW @ The Wallis presents The Wallis Studio Ensemble's production of "Fairyland Foibles," a free eight-episode digital show with an audience participation element that is part radio play and part soap opera, with the first episode streaming on June 27 and new episodes on July 4, 11, 18 and 25, and August 1, 8 and 15. "Fairyland Foibles" takes a satirical look at the mythology, legends and fairy tales that have influenced us and reimagines them for a contemporary age. After each episode, audiences will be invited to vote on social media to initiate changes in plot, dialogue and characters for the next episode. It will be streamed on Facebook at <https://m.facebook.com/WallisStudio/> and on Instagram at https://www.instagram.com/wallis_studio_ensemble/.



JUNE 27

THE PEOPLE CONCERN ONLINE EVENT 7 p.m.

Join in a live, virtual event celebrating The People Concern and its partnership with L.A. Chefs for Human Rights. This year's theme, "Dear Neighbor," is about coming together as a community and creating a future in which everyone throughout Los Angeles County is housed, healthy, and safe. The event includes a multi-course fine dining meal delivered to your door, as well as a virtual program with an address from CEO John Maceri, a video from program participants, and messages and appearances from special guests. L.A. Chefs for Human Rights was launched by Bryant Ng and Kim Luu-Ng of Cassia to raise funds and benefit local human rights causes.

<https://www.thepeopleconcern.org/events/dear-neighbor-virtual-celebration/>

JULY 2

HAMMER MUSEUM: ONLINE MINDFUL AWARENESS MEDITATION 12:30 - 1 p.m.

The free weekly drop-in sessions, which usually take place in the Hammer's Billy Wilder Theater, are now offered live online via Zoom. Mindful Awareness Meditation is the moment-by-moment process of actively and openly observing one's physical, mental, and emotional experience. Mindfulness has scientific support as a means to reduce stress, improve attention, boost the immune system, reduce emotional reactivity, and promote a general sense of health and well-being. Sessions are led by Diana Winston and other instructors from the UCLA Mindful Awareness Research Center.

<https://hammer.ucla.edu/programs-events/2014/05/mindful-awareness-meditation>

JULY 2

CLIMATE RESOLVE: ONLINE SEVENTH ANNUAL COOLEST IN L.A. AWARDS 6:30 p.m.

Each year, over 300 people celebrate climate leadership in L.A. and this year will celebrate a milestone: Climate Resolve's 10th anniversary. The online "Coolest in L.A." gala will be hosted by Wade Crowfoot, Secretary for Natural Resources California Natural Resources Agency and honor several prominent business leaders for their role in combating climate change.

<https://coolestinla.org>

JULY 2

UNION STATION SUMMER SESSIONS: "L.A. SOUND TRAXX VIRTUAL CONCERT" 7 - 7:30 p.m.

The Union Station Summer Sessions, a virtual exploration of some of L.A.'s most compelling artists, concludes with L.A. Sound Traxx featuring a live concert with acclaimed singer and songwriter and Downtown L.A. native La Marisoul in the Historic Ticket Hall. Enjoy the concert on Facebook at @unionstationla, as well as YouTube.

<https://www.unionstationla.com/happenings/la-sound-traxx>



STARTING JULY 3

"HAMILTON" MOVIE STREAMS ON DISNEY PLUS

The smash musical "Hamilton" is coming to Disney Plus. Due to the pandemic, the film version of the original Broadway production is being released 15 months early, on July 3. Written by Lin-Manuel Miranda, Hamilton tells the story of U.S. founding father Alexander Hamilton. The movie is the stage show, shot in 2016 with the original Broadway cast at the Richards Rodgers Theatre. The show won 11 Tony awards in 2016, as well as the 2016 Pulitzer Prize in Drama.

<https://www.disneyplus.com/>



JULY 7

LOS ANGELES MUSEUM OF THE HOLOCAUST: SURVIVOR ERNIE GROSS AND DACHAU LIBERATOR DON GREENBAUM TALK 11 a.m.

Join Los Angeles Museum of the Holocaust for a conversation with Dachau survivor Ernie Gross and Dachau liberator Don Greenbaum. Gross was deported to a ghetto and then to Auschwitz, where his parents and younger siblings perished. He was later sent to Dachau, where he was liberated by American troops. One of those American soldiers was Greenbaum, who earned a Purple Heart in Germany, and his division was among the first Americans to liberate Dachau. More than 60 years later, they met in Philadelphia, where they both live.

<http://www.lamoth.org/news-events/events/grossgreenbaum/>



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Council Revises Commercial Landlord Tenant Provisions of Urgency Ordinance

BY LAURA COLEMAN

The Beverly Hills City Council once again revised its COVID-19-related Urgency Ordinance concerning residential and commercial tenant evictions. The Council voted 5-0 just before midnight on June 18 to amend the ordinance so that July will be the final month for commercial tenants to not pay rent due to financial impacts related to the pandemic under the ordinance.

In initially enacting a temporary moratorium on eviction for non-payment of rent "due to substantial financial impacts related to COVID-19" on March 16 (Ordinance No. 20-O-2805), the City allowed commercial and residential tenants a year to repay forborne rent sans penalties. The provision was intended to serve both as an affirmative defense for a commercial eviction as well as curb potential vacancies.

Per the amended ordinance, most commercial tenants must now repay their forborne rent by Sept. 1 to avoid paying interest or late fees, unless they work out a payment plan with their landlord. Any negotiated payment strategy takes precedence over the ordinance.

"I think the fact that we've narrowed the time frames has sent a signal that we expect people to start paying rent, and I think that's kind of a good thing," stated Councilman Julian Gold at the June 18 hearing. "I'm sure we're going to have unhappy people on both sides. But I think this is a balance. I think this is a fair balance."

Nothing in the ordinance relieves any commercial tenant of liability for the unpaid rent.

Beginning on Sept. 1, at the end of the "amnesty period" for small commercial tenants, landlords may charge half the amount of either the late fee or the interest that is provided in the lease capped at five percent if all past due rent is not paid. All past due rent and late fees/interest must be paid by Jan. 1, 2021.

With respect to large tenants (businesses with over 100 employees or annually grosses more than \$15 million), all forborne rent and late fees are due on Sept. 1. As part of the revised ordinance, the Council set an amnesty date of Aug. 1 for large commercial tenants to repay the forborne rent without accruing penalties.

Very large commercial tenants (businesses that employ over 500 employees, a Fortune 1000 company, or a publicly traded entity) are not subject to the ordinance and must pay rent according to their rent

schedule or agreed upon terms.

"I don't think either side would say this is a win," Councilwoman Lili Bosse said at the June 18 City Council meeting.

At the crux of the revised urgency ordinance is the mandate that landlords and their commercial tenants work together during this time of emergency to make a "good faith attempt" to develop a rent payment strategy.

Excluding large commercial tenants, the ordinance states that to ensure that landlords and commercial tenants "meet," landlords must "notice" any commercial tenant who has not agreed to a payment strategy via a method which provides written evidence of receipt. Following notice, the tenant has 10 days to arrange a meeting and meet with the landlord within 45 days to discuss a payment strategy.

"If the tenant fails to do that...the tenant will owe the forborne rent on Oct. 1. On the other hand, if the landlord doesn't send the notice, or the landlord is unwilling to meet, then the tenant's obligation to pay back the forborne rent will not happen until July 1, 2021. And that is in a nutshell the process for small tenants," clarified City Attorney Larry Wiener.

After passing the original urgency ordinance, the Council fielded significant pressure from landlords who criticized the provision allowing commercial tenants up to a year after the pandemic crisis ends to repay missed rent sans interest. While the Council was united in its decision to reduce the 12-month rent forbearance period, members did acknowledge that in a sense they were backpedaling on a promise to tenants. "It is a bait and switch," stated Councilman John Mirisch.

According to Levin & Margolin trial attorney Elyse Margolin, who's been a tenant at 8484 Wilshire Blvd. since 1980, working with her current landlord's property manager has been fraught with difficulty. Margolin told the Courier she pays just under \$20,000 a month to rent an office at the Douglas Emmett-owned building and thought "making a deal with these people is just impossible."

"I've never missed a payment until April," she added, noting that she is now up to date on her rent payments. "I think [the new ordinance] is fair, but I don't know what's going to happen because there are so many more coronavirus incidents." ●

Two Options Available This Fall For Beverly Hills Students

BY ANA FIGUEROA



Superintendent Dr. Michael Bregy

The Beverly Hills Unified School District (BHUSD) has announced two distinct options for students returning to school in the fall of 2020. Designed in response to parent feedback, as well as ongoing health and safety mandates, the district is offering the following two programs:

Option 1: Independent Learning Center (ILC)

The ILC was established in 2019 with the purpose of supporting students who learn better in a non-traditional classroom setting. Incorporating platforms such as APEX Learning (for secondary students), Goalbook, Seesaw and Google Classroom (elementary students), students must commit to a minimum of one semester of ILC instruction. Admission closes July 15.

Option 2: Hybrid Learning

All students are automatically placed in this option unless they apply for the ILC.

This model provides students with in-person access to instruction at BHUSD campuses. The student population will be divided into two groups ("Cohort A" and "Cohort B"). Each Cohort will be on campus every other week. During the "off week," students are responsible for engaging with the classroom instruction through their iPad or laptop.

School will physically take place Monday through Thursday. On Fridays, students will work independently at home, to allow for a thorough weekend cleaning of the campuses.

BHUSD Superintendent Dr. Michael Bregy told the Courier that the two newly announced options provide the greatest flexibility possible in this still uncertain time.

"COVID-19 cases are still on the rise. Look at places like Beijing, where they are closing schools right now. We have to be able to pivot because all of this is so unprecedented," Bregy said.

"Education is all about planning. It involves so many stakeholders," he added.

Bregy said some parents have expressed frustration that their children cannot return to campus full time. Comments and concerns about the new options were also read into the record during the Regular Board Meeting of the BHUSD Board of Education on June 23.

"Believe me, nothing would make me happier than for all of us to be back. But people need to realize that we have to follow the rules from the County Department of Public Health. They tell us we have to socially distance, and that means looking at each individual classroom. We have to figure out how many students we can safely return to them. It's probably from 10-12 per classroom. That's why we have to split up into two Cohorts," said Bregy.

He also pointed out that many parents prefer to keep their children off campus at this time.

"We have parents whose children are immunocompromised. Or perhaps, they live with grandparents in the home and don't want to risk exposure. We're offering virtual learning through the ILC that offers an amazing array of courses and electives," he said.

Bregy added: "We will get to the point where things will get back to normal. We're planning for something that keeps changing. Every school district across the country is going through this. We have a plan that is as adaptable as possible, based on our mandates from the health department as they stand right now. We expect those orders to change. But for now, we have to be prepared for anything."

For information about the ILC, visit www.ilc.bhusd.org/

For information about Hybrid Learning, visit www.bhusd.org/hybridlearning/ ●

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New Two Rodeo Drive Artwork Pays Tribute to First Responders

BY ANA FIGUEROA



New artwork installed at Two Rodeo. Photo by Lisa Bloch

Two Rodeo Drive has installed a piece of art designed to show appreciation for those working tirelessly on the public's behalf during the COVID-19 pandemic. Created by local artist Alexandra Maghsoudi, the piece is entitled "Thankful Heart."

"The past three months have been very challenging for everyone, and we owe a debt of gratitude to our health care professionals, first responders and essential workers. We wanted to pay tribute to these individuals who have supported our community with their service by installing the 'Thankful Heart' art installation at Two Rodeo Drive," Sam Kim, marketing manager for CBRE, Inc. at Two Rodeo Drive told the Courier.

The vibrant blue metal, wood and acrylic work is scheduled to be on display through the end of August. Already, it is attracting the attention of tourists and shoppers as

an "Instagrammable" photo opportunity.

Maghsoudi, whose Instagram handle is @A_Splash_of_Lux, explained her inspiration for the piece.

"Two Rodeo Drive commissioned me to create this sculpture to show appreciation for all frontline heroes facing unimaginable challenges every day. The individual acrylic tiles come together as a puzzle, creating a heart. This aims to symbolize the importance of unity and alignment within the community as we work to overcome this pandemic. The shades of blue are to offer a sense of calm, reflection and stability. As we've all been navigating these uncertain times, our thoughts have constantly been on the first responders dealing with this firsthand and we wanted to share our appreciation for them." ●

COVID-19 Update

More than 30 additional deaths due to the coronavirus have been reported by Los Angeles County health officials, along with more than 1,260 new cases, while the number of people hospitalized due to COVID-19 continued its slow upward climb.

Health officials in the county and state have been expressing concern about recent increases in hospitalizations due to the coronavirus. Gov. Gavin Newsom said on June 24 that across the state, the number of people hospitalized has jumped by about 29 percent over the past two weeks.

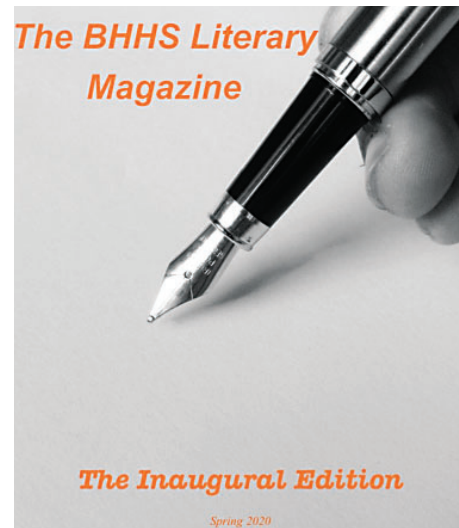
In Los Angeles County, the number has been slowly climbing for the past week, and

as of June 24, the number stood at 1,556, up from 1,515 on June 23. The county Department of Public Health noted this week that the number is still less than the pandemic peaks of more than 1,900 patients, and there is no immediate threat of hospitals becoming overwhelmed with patients. But the rate of people testing positive for the virus has been on the rise. The seven-day average of positive tests was 8.8 percent, up from 5.8 percent just two weeks ago. Newsom said a similar spike in the positivity rate was being seen statewide. ●

CNS

Beverly Hills High Literary Magazine Relunched

BY BIANCA HEYWARD



The relaunched Literary Magazine

The inaugural edition of the new Beverly Hills High School (BHHS) Literary Magazine was published on June 17. The publication was reborn under new leadership after a five-year hiatus when rising BHHS senior, Jackson Lanzer, began looking for a creative outlet in March to take his mind off of the COVID-19 pandemic.

"I've always been interested in and passionate about creative writing and being a storyteller," Lanzer told the Courier. "I decided to resurrect the magazine. I saw this as the perfect opportunity to provide an avenue for my fellow students to pursue their creative writing passion and serve as a respite from the constant monotony of our quarantined lives."

For his English class during the spring semester, Lanzer was tasked with an assignment called the Genius Project, which encourages students to pick a topic they would like to learn more about. "I wanted to learn more about magazine design, so I made that my project," Lanzer told the Courier. "I actually learned all the different steps that I needed to take in order to make this publication. So, while I was doing my project, I was also developing the literary magazine." As editor-in-chief, Lanzer assembled an editorial team comprised of classmates Sam Wolf, serving as associate editor; London Anderson, director of marketing; and his English teacher, Barbara Nealis as faculty advisor.

(Magazine continues on page 13)

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The Scene

The Wine Tasting Scene

BY CAROLE DIXON



Bolero Winery has opened in Temecula

Now that wine tasting rooms in Southern California are starting to open up again for visitors, it's time to plan an outing to some of the best wine regions less than a two-hour drive from Los Angeles. There are new twists to the wine tour experience in Santa Barbara, and surprising places with good grapes and a hidden tasting room in L.A. Just be sure to

have a designated driver if you plan on imbibing and do check operating hours on websites before heading out.

Although the historic San Antonio Winery in downtown L.A. has not reopened its tasting room doors, there is a newer spot in Chinatown that showcases wines made with local grapes. The Angeleno Wine Co. on Spring Street sources unique varietals from the Antelope Valley and Agua Dulce regions along with others. Some of the varietals include Graciano and Alicante Bouschet, but there is also rosé, grenache, and syrah. It's hard to believe, but grapes were being cultivated in Los Angeles before Napa and Sonoma, over 400 years ago.

You can delve into this history with a private tasting by appointment only on Saturdays and Sundays from noon to 6 p.m. The cost is \$15 per person for a five-wine flight and the tasting fee is waived with a two-bottle purchase.

Nearby in the downtown Arts District, Pali Wine Co. hails from the Lompoc region of the Santa Ynez Valley. The rustic tasting room near the Hauser + Wirth Gallery will save you a trip up the Central Coast to sip flights of rosé.

Deep in the Malibu Hills off Mulholland Drive, Saddlerock Ranch is a 1,000-acre winery where animals run free past the cabernet vines. The wine tasting safari in an open-air

jeep has been popular on Instagram for dates and girls trips, but there is also a wine hike that encompasses a two-hour loop. Visit the famous giraffes wandering the grounds, but you will be taking your wine to go at the end of this experience.

If you'd rather opt for an old-fashioned tasting room, Malibu Wines has a newer experience in West Hills with tastings of Semler and Saddlerock wines and Two Doughs wood-fired oven pizza on the weekends.

Keep heading north to Ventura County for a day trip to Herzog Winery in Oxnard. This unassuming spot in an industrial park holds the largest producer of kosher wines in the nation, a Mediterranean restaurant and tasting room. For wine geeks, they also offer self-guided tours of the formation vats, aging barrels and bottling process. While you're in the Oxnard area, other wine pit-stops include Magnavino Wine Cellars, Strey Cellars and Rancho Ventavo Cellars in Heritage Square.

Continue the coastal drive, up to Santa Barbara Country where your experience options are abundant for a day trip. Start by looking into a private tour with outlets such as Coastal Concierge, which will arrange excursions from sailing to equestrian, all involving wine of course. Sustainable Wine Tours

specializes trips to private estate wineries and small vineyards. And Totally Cali mixes wine with the history and culture of the region.

If you don't want to stick to a tour schedule in Santa Barbara, the Funk Zone is the perfect area for walking and wine tasting at top producers such as Margerum across from Hotel California near the beach, but it can get crowded on weekends. Play it safe by booking individual private tastings in the Presidio neighborhood downtown at Grassini Family Vineyards or Sanguis on the eastside, Folded Hills in Montecito and SAMsARA in Goleta. If you're still not comfortable venturing out, a Santa Barbara Urban Wine Trail membership card is an option. It's good for a year, which gives you time to plan ahead.

About 90 miles south of Los Angeles, the acclaimed Temecula wine region in Riverside County has come a long way. Celebrating its golden anniversary this year, dozens of wineries now dot its hilly country roads. The latest to open this year include Europa Village and Bolero Winery. The charming old town area is mixed with olive oil tasting, breweries, spice shops and restaurants that are perfect for an afternoon of exploring and wine tasting. Don't miss the South Coast Winery Resort & Spa, featuring more than 45 wine labels. ●

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MARK RIOS, FAIA, FASLA



JOHN LAMBERT PEARSON,
ASLA

In this issue, the Courier is pleased to present the third of a four-part series by Mark Rios, FAIA, FASLA and John Lambert Pearson, ASLA. Rios is founder and Creative Director of RCH Studios, a multidisciplinary design practice based in Los Angeles. Rios launched the firm in 1985 with a singular vision: to imagine, design, and build complete environments. Under his leadership, RCH Studios has gained renown for its groundbreaking, multidisciplinary approach to commissions. John Lambert Pearson is Senior Project Designer at RCH Studios. He

is known for combining his extensive horticultural expertise with an avid interest in the social and cultural factors of design to realize his client's visions. In a recent collaboration on a significant residential landscape project, Rios and Pearson recognized that they had much to share with urban dwellers about how to shape their home gardens. This piece and others in the series convey their passion for the power of gardens and provide expert tips in transforming home gardens into beautiful and uplifting sanctuaries.

Plant Names Are Long, But Full of Spirit

BY MARK RIOS AND JOHN LAMBERT PEARSON

“Omnia mirari etiam tritissima” was the motto of Carl Linnaeus, the Swedish botanist who formalized binomial nomenclature, the way we classify all living organisms using Latin names. We will get back to Carl in a bit, but for now we would like to focus on his motto, which means “find wonder in everything, even the most commonplace.” It is our job as landscape architects to help people find the wonder in the garden, and often that is achieved through vast shapes and colors of plant material. Yet, plants remain a mysterious and intimidating presence to many who have heard complicated Latin names like *Eschscholzia*, *Syzygium*, and *Zantedeschia*. We would like to help you understand that these Latin names tell a story about the specimens they identify, and that by learning these secret meanings, the world of plants will become infinitely

more enchanting.

When you see the name of a plant at a nursery or botanical garden, you will often notice two names are given. The first is typically the common name, shown in standard text. Common names can be helpful, however they may only present a simple view of the plant and may be used to describe other species as well. The second is the Latin name, also known as the botanical or scientific name, and is in italics. It is the Latin name that holds the hidden tale about the plant's origin, form, color, or growth habit.

If you find Latin names too complicated to decipher, consider that Catnip (*Nepeta cataria*) was once called *Nepeta floribus interrupte spicatus pedunculatis* - “*Nepeta* with flowers in an interrupted pedunculated spike.” Fortunately, in 1753 Carl Linnaeus found these descriptive plant names far too long to memorize and developed the system of binomial nomenclature, in which two words are used to concisely describe a living organism. The first name is the genus or generic epithet. The genus is a collection of plants that is further qualified by the species name or specific epithet and is always capitalized.

Chances are if you live in Southern California and know even a little about flowers and trees, you are already using Latin names and you might not even realize it! Agave, Ceanothus, Jacaranda, and Camellia are all botanical names we have come to use as common names. Learning Latin names can be slow at first, just like any foreign language. With a new language we start with something simple like “Hello. What is your name?” It is the same when learning the language of plants. You start by learning parts of words, like that “heli” means sun and “anthus” means flower. These fractured pieces eventually merge to reveal the reasoning behind the plant's name, unlocking their story.

We believe that culture proliferates via storytelling and we would like to ask you

to become a storyteller. We would like to challenge you to learn the meaning behind the names of the plants in your backyard as ammunition for your next dinner party (read: Zoom happy hour). Delight your friends with a botanical story, make someone else take an interest in plants. Here are two that come to mind:

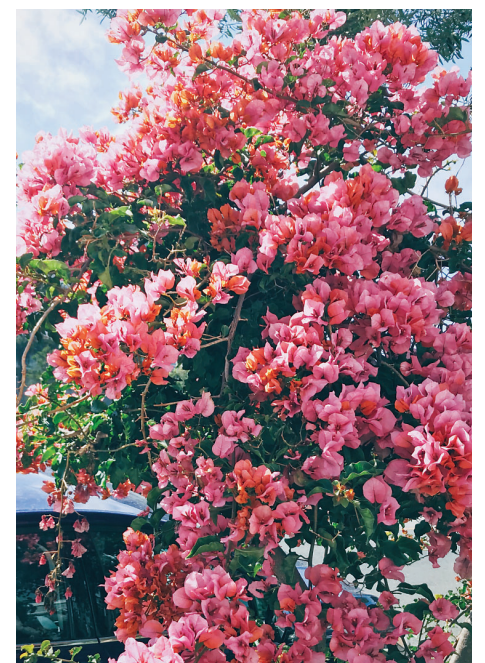
The Toyon, a glistening dark green California native shrub, gets its Latin name, *Heteromeles arbutifolia*, from “hetero” meaning “different” and “malus” meaning “apple”, in reference to its tiny, red, apple-like fruits. The plant's bright red berries and toothed leaves earned it the names California Christmas Berry and California Holly. When Harvey H. Wilcox purchased land in California, the hills were ablaze with the fruit of the California Holly, leading him to name his property “Hollywood.” The allure of the fiery crimson fruit was so great that the state of California had to ban collecting Toyon branches for Christmas in the 1920s. These days we rarely notice the “Holly” in Hollywood, but it is the flamboyant Toyon that we have to thank for the name.

Bougainvillea spectabilis, commonly known by its scientific name, is named after French Navy admiral Louis Antoine de Bougainville, who circled the globe in 1763. But that is not the whole story. Philibert Commerçon, Bougainville's botanist, was accompanied by an unrecognizable man on their voyage to Rio de Janeiro. Commerçon suffered a leg injury on this trip, and in his place, his mysterious partner ventured out into the jungle and returned with a new plant – *Bougainvillea*. It was later discovered that this man was in fact a young woman in disguise. Her name was Jeanne Baret and she was Commerçon's lover and botanical assistant. At the time, women were banned from French navy ships and from studying botany altogether, and Baret had defied both to bring us the magnificent *Bougainvillea* in its kaleidoscope of colors.

If when recounting your florid tales, you balk for fear of pronouncing the Latin name, rest assured that Latin is a dead language. Who is going to correct you? There is no definite way to pronounce plant names, but a good rule of thumb is to pronounce every letter you see in the name phonetically. Say it any way you want, just say it with conviction, say it powerfully. Just go for it. Try to learn the Latin name of every plant you come across. Plants are all around us – the more you look, the more you see. Each plant has a spirit and something to offer. It can be as simple as color, size, scent, shape, or even a personal association or memory. No matter what the reason, let us remember Linnaeus' goal – to find wonder in everything, even the most commonplace. ●



Hollywood is said to be named after the bright crimson berries of the California Holly or Toyon shrub, *Heteromeles arbutifolia*. Image © John Martin



Bougainvillea was named after a French navy admiral, but was actually discovered by a female botanist who disguised herself as a man to set sail around the world. Image © John Pearson

Beverly Hills Poised To Add Two New Landmarks by Master Architects

BY LAURA COLEMAN



MCA/Litton Headquarters Complex

The Beverly Hills Cultural Heritage Commission has voted to add two iconic buildings to its local Registrar of Historic Properties. The commission unanimously voted 5-0 at Special Meeting on June 18 to pass resolutions designating the “MCA/Litton Headquarters Complex” by architect Paul Revere Williams and “The Pendleton - Evans Residence” by architect John Elgin Woolf as local landmarks. The City Council will need to approve the commission’s recommendations for the properties, both of which were designed by men listed on the City’s List of Master Architects.

“We have some of the best historic resources in Beverly Hills,” Cultural Heritage Commission Chair Noah Furie told the Courier. “Both of the properties are iconic and will be outstanding additions to the Register of Historic Properties.”

In the eight years since its creation, the Cultural Heritage Commission has already helped 42 properties receive an historic property designation.

The 78-year-old Pendleton - Evans Residence at 1033 Woodland Dr. is a single-family residence located in the City’s Hillside Area on a 1.4-acre through lot spanning from North Beverly Drive to Woodland Drive. Originally built for prominent interior designer and art dealer James Pendleton and his wife Mary Frances, the home was most recently owned by motion picture producer Robert Evans (“Chinatown”) from the 1960s until his death in 2019.

David and Pam Zaslav subsequently acquired the Woodland estate and have stated that they intend to fully restore the property.

“We’re excited about the opportunity to preserve and restore this extraordinary property,” said David Zaslav, the president and CEO of Discovery Inc. “You get a sense that the house is alive.”

The custom home was designed in Woolf’s signature Hollywood Regency architectural style. Populated with gardens, fountains, potted plants, and a wealth of

trees (including eucalyptus, sycamore, and cypress), the landscaping plan was designed by Tommy Tomson. Throughout the 1930s and 1940s, Tomson designed landscapes for Hollywood’s elite, in addition to landscaping the Beverly Hills Hotel, the infield at Santa Anita Racetrack in Arcadia and the Los Angeles Union Passenger Terminal.

“The Woodland property overtly emphasizes those elements that define architect John Woolf and his association with the Hollywood Regency idiom, including the mansard roof, symmetry, elegance, and classic design principles,” states the resolution passed by the commission.

In keeping in line with the commission’s task to help preserve the City’s historic legacy, landmarking the MCA/Litton Headquarters Complex at 360 - 375 North Crescent Dr. will complete a quadrant where all four corners are landmarked. Neighboring landmarks include the Beverly Hills Post Office (The Wallis), City Hall, and the Union 76 Service Station.”

“It’s a great opportunity for tourism and our commission and the City in general,” stated Commissioner Kimberly Vinokur Reiss. “This is a very iconic structure. What’s not to love about it?”

The buildings embody the distinctive characteristics of the Classical Revival style, including monumental symmetrical facades, brick cladding, paneled doors with decoratively carved wood, and applied classical ornamentation such as pilasters. Nicknamed the “white house” by MCA employees, the two buildings are separated by a landscaped courtyard off of North Crescent Drive designed by landscape architect Phil Shipley. The courtyard features two narrow, concrete rectangular pools with limestone coping set in the center of the long, rectangular walkway paved with red brick laid in a herringbone pattern.

“[Iconic] is actually a high bar,” noted Commissioner Craig Corman. “This is one of the buildings in Beverly Hills that definitely meets the definition of iconic.”

Set back at the intersections of North Crescent Drive, Santa Monica Boulevard, and North Rexford Drive, the two-acre site was heralded as a way to upgrade the area when the original north complex was constructed in 1937 as the headquarters for the Music Corporation of America (MCA). Williams also later designed the south building in the same Georgian Revival style, constructed in 1968, when the site became the headquarters for Litton Industries. Today the complex is the

headquarters for Platinum Equity.

“It is very unusual to have all four corners with landmarks as we will have at City Hall,” said Furie, who will be leaving the commission at the end of this month having served on it since its foundation in 2012. “Our Historic Preservation Ordinance has allowed the City to protect and safeguard the most important historic resources in our City.” ●



Pendleton-Evans Residence

Next stop: more subway.

PURPLE LINE EXTENSION TRANSIT PROJECT

Section 2 – Beverly Hills

Thank You

Thank you, City of Beverly Hills, for approving an expansion of the work zone during these unprecedented times, allowing the contractor to accomplish this level of construction and reducing the overall impacts to the community.

As part of the federal government’s Coronavirus Guidance for America, transportation infrastructure is considered an “Essential Critical Infrastructure.” Metro is committed to delivering you this project according to schedule.

Construction is dynamic and is subject to change.

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Dining at Home

Seafood Cookout Beverly Hills Style

BY CAROLE DIXON

The beaches and parks are open and July 4th is looming, but if you decide to just chill at home and grill with your loved ones, no one could blame you. While throwing a steak or burger on the grill is expected, why not make your party a Southern California “clam bake” with tons of East Coast imported seafood, shellfish, fresh veggies and wine delivered to your door.

Santa Monica Seafood has fishermen on the docks from Morro Bay to San Diego that help reel in over 600 species of fish available daily. If they don’t have it – just ask and they will find it. The organization also works closely in a partnership with the Monterey Bay Aquarium supporting sustainable seafood practices. The company recently launched a new Seafood Express Home Delivery Program offering premium frozen seafood delivered to your doorstep in 24 hours. Options include “the classic catch” with Atlantic salmon, tuna, and swordfish in eight portions for the grill – just add your favorite marinades and sauces. Curbside pick-up is also available within one to two hours after placing an order.

If you prefer to take a drive-up Pacific Coast Highway, **Malibu Seafood** is the pit stop for Alaskan cod fish and chips. The

market sells a bounty of Alaskan halibut, Chilean seabass, loup de mer, Littleneck clams, softshell crabs, Hawaiian or Fijian tuna sourced three times per week. They have a reputation for being extremely picky about what they prepare and sell, which draws chefs and restaurateurs such as Michael McCarty of Michael’s in Santa Monica who is a regular customer.

San Pedro Fish Market is currently open for dine-in (with mariachi bands on the weekends), carry out and delivery services. Parking is easy and you can breeze in and peruse the fish stalls for your catch of the day that might include tilapia, red snapper, yellowtail, mahi-mahi, barramundi, calamari, mussels and other seasonal selections, such as the world-famous grilled shrimp tray (served with secret seasoning), that are all delivered fresh daily and hand-filled in-house. The market also carries signature seasoning and a house michelada mix to recreate the full experience back at home.

For over three decades **The Chefs’ Warehouse** has supplied more than 35,000 chef-driven clients including Thomas Keller, Jean-Georges Vongerichten, Daniel Boulud, Eric Ripert, Michael Mina, Jose Andres and Nancy Silverton to name a few. Now, the



Cropswap produce box by Sow a Heart Farm

public can also shop like a Michelin-starred chef with the same quality meat and seafood products available online for the first time. The company will also be donating 10 percent of retail sales to their front-line furloughed employees and other impacted members of the foodservice industry.

“We recognize that COVID-19 presents significant challenges for consumers to obtain day-to-day household foods,” said Christopher Pappas, Chairman and CEO of The Chefs’ Warehouse, Inc. “We are transforming our company to serve our communities in their time of need. We look forward to the public having access to the incredible ingredients that the best in America have been using in their kitchens for decades.” The company also supplies many local favorite Beverly Hills restaurants from Ocean Prime, Mastro’s, and Morton’s with Maine lobster tails, rockfish, and shrimp. www.ChefsWarehouse.com

For the sides, keep it healthy, local, and organic with a collaborative produce

box from **Cropswap** and **Sow a Heart Farm** (www.sowaheart.com/) in Ventura County, owned by Mollie Englehart from Sage Bistro in Culver City. For around \$50 (including delivery) you can purchase a 40-pound box brimming with beets, zucchini, kale, swiss chard, cauliflower, peppers, corn, eggplant and tomatoes for salads or grilling, plus strawberries and citrus fruits for dessert or cocktail creations. They deliver to the westside and Beverly Hills on Thursdays.

For a light ending – or beginning, take some of the berries from Cropswap and plan a fromage course from the **Cheese Store of Beverly Hills**. Currently open for pick-up from 10 a.m. to 1 p.m. Monday through Friday, owner Norbert Wagnib is carrying the new summer releases by Moraga Winery in Bel Air. They recommend pairing a figaro goat cheese from Australia wrapped in vine leaves with the sauvignon blanc and the Etorki Basque sheep’s milk cheese with Moraga Winery’s excellent red wine blend. ●



Howard F., U.S. Navy, Belmont Village Resident
American Heroes: Portraits of Service

BELMONT VILLAGE SALUTES AMERICAN HEROES

Every Independence Day, we honor our resident veterans. As we navigate this pandemic together, your courage, sacrifice and resilience are an inspiration to us all. Our commitment to the health and happiness of all of our residents is as strong as ever. As our community, our city and our country move forward, we are mindful of the trust you place in us to provide the highest standards in senior living for Los Angeles seniors and families.

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BELMONT Village

SENIOR LIVING

July 4, 2020

Photography by Thomas Sanders



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San Pedro Fish Market shrimp tray



Construction continues on the Wilshire/Rodeo Station. Photo by Laura Coleman

(Metro Purple continued from page 1)
The high-speed rail project will continue its path through the City with the Wilshire/Rodeo station set to open in 2025.

As part of the federal government’s “Coronavirus Guidance for America,” transportation infrastructure is considered essential. As such, construction on Metro’s Purple Line Extension project, which will connect the Wilshire/Western station to Westwood in three distinct sections, has not been delayed as a result of the COVID-19 pandemic.

“Purple Line Section One construction is progressing well, with construction of the first four-mile section now 62 percent complete. The project is on pace to begin revenue operations as forecasted. Section One of the project travels through some of the most complex underground conditions of the entire 9-mile alignment. Metro has now tunneled through three out of four miles of this challenging area already. We anticipate completing the last mile of tunneling to Wilshire/La Cienega in Beverly Hills this fall,” Metro Spokesperson Dave Sotero told the Courier. “Section Two is also progressing well.”

According to Metro, its contractors are following safety precautions during the pandemic, including implementing social distancing when applicable and the use of masks and other PPE.

Construction recently began on the tunnel eye at the east side of the Wilshire/La Cienega station, which will provide a stable gateway for the Tunnel Boring Machines to enter. The breakthrough is anticipated to occur in August. As part of the construction, there will be intermittent lane reductions on Wilshire and La Cienega Boulevards. This past Saturday, June 20, Wilshire was reduced to two lanes in each direction from Hamilton to San Vicente, with K-rail barriers now in place 24 hours a day through September.

While the North Canon cul-de-sac is slated to remain in place at least through fall 2021 as construction continues on the Wilshire/Rodeo Station, South Reeves is expected to again reopen in August once Metro has finished installing steel beams and concrete deck panels near the future station entrance at South Reeves and

Wilshire Boulevard. As part of the process, geotechnical instruments are being installed within the station box and along the tunnel alignment to monitor ground movement, settlement, and other geological conditions.

According to Robert Welch, the City’s project manager for the Purple Line Extension, the recent expedited construction permitting on Wilshire Boulevard for the Wilshire/Rodeo station, which resulted in the street being closed 24/7 from April 3 through June 15, proved to be a real boon for the community.

“The amount of work that was done in that time period was quite substantial,” he told the Courier. During that time, Metro was able to install both piles and decking, both of which are particularly disruptive to residents. As a result of the COVID-19 pandemic and the state’s “Stay at Home” order significantly diminishing the amount of vehicle traffic in Beverly Hills, the City Council voted to temporarily close the street to expedite the work, as opposed to just allowing work to continue during the weekends. “Since the beginning of the Purple Line extension project, the City has worked diligently to minimize the impacts to our community and this expedited construction supports those efforts.”

Sotero said the ability to close a portion of Wilshire Boulevard and expedite work there allowed Metro to complete decking of the Wilshire/Rodeo Station site seven months ahead of schedule. “That is expected to help mitigate future construction impacts to local businesses,” he said.

During that time, Metro relocated utilities, installed dewatering wells, installed piles and steel beams, and replaced the street surface on Wilshire between Crescent and El Camino with concrete deck panels. Excavation of the station box is slated to continue below ground over the next several months. Metro is predicting that the station excavation, which began in May, will continue through first quarter 2021 to a depth of about 100 feet. As a result, traffic closures may be required on Wilshire Boulevard during the nighttime (between 8 p.m. to 7 a.m., seven days a week) in order to remove the debris. ●



Congratulations are in order for the The Archer School for Girls Class of 2020

Happy 4th of July!
with love,
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Birthdays



TOBEY MAGUIRE
June 27



MEL BROOKS
June 28



JOHN CUSACK
June 28



KATHY BATES
June 28



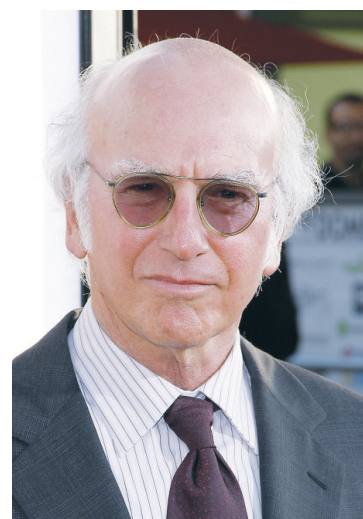
DEBORAH HARRY
July 1



LIV TYLER
July 1



MARJORIE (MARGIE) SIMON IS 100
July 2



LARRY DAVID
July 2

To our loyal Courier readers: We want to celebrate YOU! Going forward, we'd like our Birthday Page to reflect the community as a whole. So we're inviting you to send us your birthdate plus a high-resolution (300 dpi or above) headshot of yourself. Please send it at least two weeks in advance of your birthday, and we'll do our best to include it on our Birthday Page. Send the photos, along with your full name and birthday to: Editorial@BHCourier.com.



Long time Beverly Hills residents Diane and Irv Steinman celebrated their 58th Wedding Anniversary June 24th



Candy is a four-year-old Pom mix who weighs 10 pounds. Her owner has been in hospital with COVID-19 for six weeks and can no longer care for her. If you would like to give this sweet girl a home, please contact Shelter of Hope at 805-379-3538. www.shelterhopepetshop.org

(Magazine continued from page 5)

Five unique contributors responded after Lanzer and his team put out a call for submissions from other BHHS students in May. Submission topics were left open ended to promote unrestricted creative freedom. Instead of picking a theme, the literary magazine is divided into two categories: short stories and poetry. Lanzer and Wolf curated and

edited the submitted work along with their own, and Nealis made sure the submissions were in compliance with rules set forth by the school prohibiting inappropriate language and explicit subject matters.

During the first week of June, Lanzer began to design the magazine, pick fonts and source images using Blurb BookWright, a free publishing software available online. A few weeks

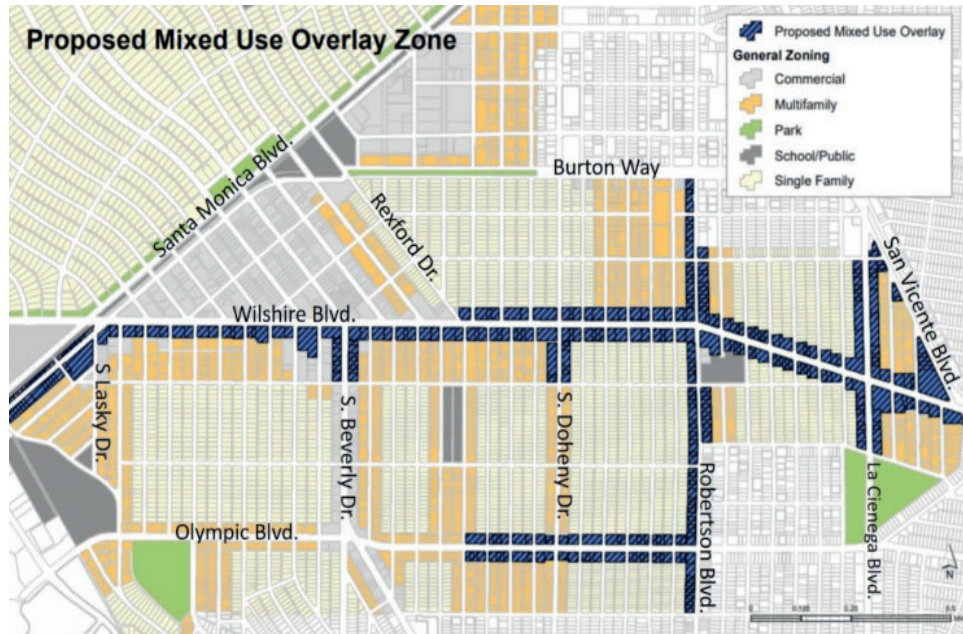
later, the 40-page digitally formatted magazine was published on the magazine's website. In it, there are four short stories, three poems and two Haikus.

"We've had about 80 downloads in the last week, and I'm proud that there's 80 people who actually checked it out and gave it a look," Lanzer told the Courier. The publication will be released annually, with the next issue set

for the spring of 2021.

"In the future, we hope to get some artists from our school to contribute for the next edition. We already have one artist from school who's working on a submission for our second edition but we're hoping for more."

To learn more, visit <https://thebhhsmagazine.wordpress.com/>.

**(City Council continued from page 1)**

City Planner Ryan Gohlich estimated that the draft ordinance would move to City Council for consideration in August or September. "The City Council is the ultimate approving authority to deny or approve this proposal," underscored Senior Planner Timothea Tway.

If approved by City Council, the proposed mixed-use standards would be included in the Beverly Hills Municipal Code as an overlay zone that would be applied to certain commercial areas in the city, including corridors near the two future subway station areas at Wilshire/La Cienega (La Cienega Station) and Wilshire/Reeves (Rodeo Station). While several existing mixed-use projects have been approved in the City via site-specific zoning, such as overlay zones and specific plans, the lack of established development standards for mixed-use projects has precluded the development of a more comprehensive approach to planning with known standards.

In permitting multifamily residential units on certain commercially zoned arteries in the City, the draft ordinance limits mixed-use buildings to a height of 45 feet/three stories. However, a mixed-use development which avails itself to the State Density Bonus Program could amend that maximum to more than double the height in exchange for the provision of affordable housing units.

Under California's most recent Regional Housing Needs Assessment (RHNA), which occurred before the COVID-19 pandemic, pundits anticipated that Beverly Hills would need to add 3,100 new housing units over an eight-year period commencing in 2021, three-quarters of which would need to be some type of affordable housing.

During the Planning Commission's six-hour meeting, dozens of residents,

developers and property owners used public comment to express differing viewpoints. From advocating that more areas in the City be included in the ordinance to asking the commission to be wary of placing developer interests ahead of residents' quality of life, comments were mixed.

The proposed streets (as shown in map above) included in the ordinance are all located in commercial areas of the City outside the Business Triangle.

"The use of an overlay zone could be beneficial in that it would allow property owners to either comply with the regulations contained in the overlay zone or choose to comply with the underlying commercial use regulations. Landowners who do not want to develop a mixed-use project could pursue the development of conventional commercial projects that are compliant with the City's existing regulations," states the staff report, which was authored by Tway.

Due to Commissioner Lori Greene Gordon having a potential conflict of interest and electing to recuse herself from participating in discussions regarding mixed-use on Robertson Boulevard or portions of Olympic Boulevard, the overlay zone language was divided into two ordinances. Gordon stated that while she believed that the intention of the ordinance was to increase the City's vibrancy, she believed that the ordinance included "very, very little community input...and that troubles me greatly."

Vice Chair Peter Ostroff underscored that not only had the Planning Commission listened to numerous comments from the public, but there would be further opportunities for public comment as the ordinance moves through the City Council approval process.

"It's a dereliction of duty if they don't hurry up this thing," underscored Planning

(Fire Department continued from page 1)

"It's a little more measured," he said. "We have one member who dresses up in a complete disposable gown, gloves, an N95 mask, and goggles." That member approaches the patient on their own to assess the situation, the level of care needed, and whether the patient exhibits possible COVID-19 symptoms. The other five first responders hang back and fulfill other roles unless they are needed by the patient. Dispatchers in the 911 system also go through a preliminary screening with all callers for possible virus symptoms.

Safety protocols include running an autoclave system in the rescue vehicles to decontaminate them. The department caught a break in terms of timing – they had already started implementing enhanced sanitary procedures a year before the pandemic and had built up stores of cleaning products.

The department counts itself as lucky for never running out of PPE, even when supply lines around the world ran dry. "We've been fortunate that we've always had what we need," Stevens said. Nonetheless, Barton has had to get creative at times in sourcing supplies.

Station Life Adjustments

Life inside the station has changed on a day-to-day level. Firefighters do more than just work at the station – they also live there. About a third to half of their typically 30-year career is spent at the station, sleeping, eating, training, and waiting on calls. The highest risk of COVID-19 transmission occurs between household members and a fire station is essentially one large household, with at least 15 members living there at all times.

Whenever anyone arrives at the station, they have their temperature checked. Over 100 degrees, go home; under 100, you can stay. Everyone in the station wears a mask, only removing it for meals, showers, sleep, and working out. Stevens said that the department members don't get tested for the virus unless they show possible symptoms.

The balcony on the station's second floor living quarters looks out over the City – not the worst view if you plan to spend 30 years there. Every entrance to the second floor has a special mat saturated with cleaning fluid to remove any contaminants on the bottom of shoes.

Before the pandemic, many of the firefighters were accustomed to sleeping two to a room. But, starting sometime in February, the department reconfigured the rooms to sleep only one (except for the newly repurposed screening room, which is large enough to sleep two people at either end).

Mealtime is different now, as well. The

15 firefighters on duty used to sit together at the two large tables that make up the dining room. Not quite shoulder-to-shoulder, but certainly not six feet apart. Now, the mess area is crammed with two additional folding tables, and the space normally occupied by a foosball table and ping pong table is filled with Lay-Z-Boys from the repurposed screening room.

Working out together has also taken a backseat to health concerns. These days, if one person pumps iron in the weight room, anyone else looking to do the same has to take the weights outside to the patio.

As for leisure time, "The days of sitting down and watching TV are over," said Firefighter Melissa Hillis, as she prepared lunch in the station's industrial kitchen. "We have so many jobs with the added job of sterilizing for COVID – everyone has to chip in." She gestures to the kitchen window looking outside onto the patio: "As you can see, the Battalion Chief of the entire station is now cleaning tables like a bus boy."

Training for the Future

Training procedures have had to change as well. With the new Metro Purple Line extension coming through the City, the team has been practicing tunnel rescues. About eight members of the department are training in the use and upkeep of rebreathers. "We used to bring everybody here [and] have one big class. We've got to figure out how to do it with Zoom," said Barton.

One eventuality the department would rather not contemplate is the all-hands on deck scenario of an epic blaze in the state. California fire departments regularly assist each other in battling those fires, such as the Camp, Mendocino Complex, and Thomas fires of the past few years.

"This new norm that we have, fire season is year-round. In the past, it was usually May to November," said Barton.

In the unfortunate event that a fire erupts requiring a multi-departmental response, logistics will look considerably different than before.

Pre-pandemic, firefighters would congregate in "fire camps" with anywhere between a few hundred to a few thousand other fighters. The camps were an epidemiological nightmare: large meetings attended by all of the captains and strike leaders, buffet-style eating, sleeping trailers with three-tiered bunk beds. Now, the meetings will be held remotely, and each meal will be individually sealed and delivered to the engine company directly.

As cool breezes swept across Beverly Hills this week, the fire camp scenario seemed a remote possibility, for now. ●

SUDOKU
06/26/20 ISSUE

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SUDOKU ANSWERS
06/19/20 ISSUE

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PUZZLE ANSWERS
06/19/20 ISSUE

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THE NEW YORK TIMES SUNDAY MAGAZINE CROSSWORD PUZZLE
06/26/20

ANIMAL CROSSINGS
BY BYRON AND HARRISON WALDEN / EDITED BY WILL SHORTZ

Byron Walden is a math and computer science professor at Santa Clara University. Harrison is his 8-year-old son, who, with occasional assistance, has been doing crosswords for more than a year. The jokes in this puzzle's theme are a collaboration between the two. Byron spearheaded the fill — although the top right and lower left corners are completely Harrison's. The two wrote the clues together. — W.S.

ACROSS

1 Fancy water pitcher

7 Cranks (out)

13 Iranian president
Rouhani

19 National park near
Bar Harbor

20 Shoulder-supported
launcher

22 Go against

23 Put in another light

24 What do you get when
you cross 26-Across
with a 5-Down?

26 A group of them may
be called a memory

28 Bestow

29 Not down so much?

30 Item that can be
blown or thrown

31 Coastal-environment
simulator at an
aquarium

34 Onesie protector

36 Some Instagram-feed
posts

37 Pool unit

38 Tokyo-to-Iwo Jima dir.

39 Iraqi currency

41 Symbols of
watchfulness

46 Krispy ____

49 Musical tone below A

53 Rock climber's tool

54 Neighbors of Saudis

56 "Cheese" products?

57 What do you get when
you cross 63-Across
with a 45-Down?

61 Jungian feminine side

62 Not natural, say

63 Coop group

64 Dazed and confused

66 Went (against)

68 Caper

69 London theater
district

72 Flatbread often
garnished with
rosemary

77 Creatures that can
have two sets of
jaws and teeth

81 Kind of squash

82 What do you get when
you cross 77-Across
with a 40-Down?

85 Begin dozing

87 Dandelion look-alike

88 Congregate to rest

89 Fill with love

90 ____ Malfoy, Harry
Potter antagonist

91 Logs on to, say

94 Criticizes harshly

96 Tirana's country:
Abbr.

98 Cabinet inits. since
1980

99 Abe Lincoln's
youngest son

102 ____ de los Muertos

103 Napoleonic symbol

106 "If all ____ fails ..."

110 Confess

112 Got to work

114 "____ in the Garden"
(Robert Frost poem)

116 What do you get
when you cross
114-Across with a
93-Down?

120 ____ 101, world's
tallest building
before the Burj
Khalifa

121 Sporty Chevy

122 Picked (up)

123 Shaping wood using
a curved blade

124 Get short with

125 Coldly determined

126 Direct

DOWN

1 Wasn't indifferent

2 D.C.-to-Boston
transport

3 Nonvenomous, fast-
moving snake

4 Get accustomed (to)

5 School group

6 Erode

7 "CSI" broadcaster

8 Spots on ships for
anchor cables

9 Weapon used by the
Terminator

10 CD-____

11 Aurelius, for Lucius
Aurelius Commodus

12 Burrowing lizard

13 Spicy appetizer

14 When National Beer
Day is celebrated:
Abbr.

15 Tater

16 Gandhi of
contemporary
Indian politics

17 Queried

18 They might take a few
swallows

21 Along with

25 Geographical locale
whose name means
"waterless place"

27 Back of the neck

32 "For shame!"

33 Make bubbly

35 Rice variety

37 Lex Luthor's sister

39 Classroom
assignment

40 What's known for its
poker face?

41 Take in the newspaper

42 ____ Stix

43 Suffix with launder

44 Department stores
since 1901

45 Ika, at a sushi bar

47 Ireland, poetically

48 Some lapel
attachments

50 First letter of the
Arabic alphabet

51 Do, ____, fa ...

52 Exam for
collegebound H.S.
students

55 "Mad Men" channel

58 Pest-control brand
founded by Lee
Ratner (!) in the
1950s

59 ____ Island

60 Segua mascot

| | | | | | | | | | | | | | | | | | | | | |
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| 124 | | | | | | | | | | 125 | | | | | | | 126 | | | |

65 Home to Natural
Bridges National
Monument

67 1,000%

68 Ghana's capital

69 Lessen in power

70 Business class, for
short

71 Pop

72 "Never ____!"

73 Prefix with -gon

74 M.R.I. alternative

75 Cactus bump

76 Org. with a classified
budget

78 Many stars have big
ones

79 ____-majesté

80 Concordes et al.

83 Some HDTVs

84 Father of the
Amazons, in Greek
myth

86 "Sorry, Charlie"

92 "Moonstruck" Oscar
winner

93 Smallest of the big
cats

95 Home to the Hana
Highway

97 Touchingly?

99 Soothing powders

100 Flighty?

101 Strongly held beliefs

103 Weather-forecast
figures

104 Inception

105 Hen

106 "My Fair Lady"
protagonist

107 Fatty acid, e.g.

108 "____ evil"

109 Endorse online

111 Striking sound

113 Big name in vitamins

115 Lessen in power

117 Singing syllable

118 16th letter

119 Palindromic
preposition

Public Notices

ORDINANCE NO. 20-O-2812

AN ORDINANCE OF THE CITY OF BEVERLY HILLS REGARDING THE CHAIR AND VICE CHAIR OF THE RENT STABILIZATION COMMISSION AND AMENDING THE BEVERLY HILLS MUNICIPAL CODE

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

Section 1. Section 2-2-501 of Article 5 of Chapter 2 of the Beverly Hills Municipal Code is hereby amended by adding new paragraph F thereto to read as follows:

F. Chairperson and Vice Chairperson. A Chairperson and a Vice Chairperson shall serve for one year. Notwithstanding Section 2-2-107 E of the Beverly Hills Municipal Code, the Chairperson shall be one of the two at large members of the Commission. The initial Chairperson shall be appointed by the City Council, and thereafter the position of Chairperson shall rotate between the two at large members. The Vice Chairperson of the Commission shall be chosen by the Commission and shall rotate between a landlord member and a tenant member.

Section 2. Severability. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance.

Section 3. 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 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 4. 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.

Section 5. Certification. The City Clerk shall certify to the adoption of this Ordinance.

Adopted: June 16, 2020
Effective: July 17, 2020

LESTER J. FRIEDMAN
Mayor of the City of Beverly Hills, California

ATTEST:
HUMA AHMED (SEAL)
City Clerk

APPROVED AS TO FORM:
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:
GEORGE CHAVEZ
City Manager

AYES: Councilmembers Gold, Bosse, Mirisch, Vice Mayor Wunderlich, and Mayor Friedman
NOES: None
CARRIED

For more information
visit
www.beverlyhills.org

ORDINANCE NO. 20-O-2813

AN URGENCY ORDINANCE OF THE CITY OF BEVERLY HILLS RATIFYING THE DIRECTOR OF EMERGENCY SERVICES' PROCLAMATION OF JUNE 13, 2020 AND ADOPTING EMERGENCY REGULATIONS RELATED TO ASSEMBLIES IN RESIDENTIAL AREAS, AND DECLARING THE URGENCY THEREOF

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

WHEREAS, beginning on May 30, 2020, the City of Beverly Hills was subjected to widespread acts of violence and property damage, including looting and rioting, by people who were taking advantage of the protests concerning the tragic death of George Floyd; and

WHEREAS, on May 30, 2020, the City Manager, in his role as the Director of Emergency Services of the City of Beverly Hills, proclaimed the existence of a local emergency due to the extreme threat to the safety of persons and property in the City of Beverly Hills resulting from the aforementioned violence and property damage; and

WHEREAS, on June 5, 2020, the City Council determined that the aforementioned violence and property damage had created conditions that were beyond the control of local resources, and which required and continue to require the combined forces of other political subdivisions to combat. Accordingly, the City Council determined that the City's ongoing ability to mobilize local resources, coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and seek future reimbursement by the state and federal governments was and will be critical to successfully responding to the emergency; and

WHEREAS, on June 5, 2020, the City Council ratified the state of emergency declared on May 30, 2020; and

WHEREAS, on June 12, 2020 a group called "OCCUPY" conducted a large nighttime protest in the residential area of the City which began at approximately 10:00 PM and continued until approximately 1:00 AM; and

WHEREAS, this protest included the use of bullhorns and amplified music and disrupted the tranquility of the residential neighborhood during hours when many people ordinarily would be sleeping; and

WHEREAS, on June 13, 2020 the Director of Emergency Services proclaimed a civil emergency order banning public assemblies in the residential portion of the City between the hours of 9:00 PM and 8:00 AM; and

WHEREAS, under the conditions of the disaster, it is deemed necessary in the interest of public peace, health, and safety to restrict the use of residential areas of the City during nighttime hours in order to enable residents to sleep; and

WHEREAS, in the interest of public peace, health and safety, as affected by the emergency declared on May 30, 2020, it is necessary for the City Council to exercise its authority to issue these regulations on an emergency basis to protect the public peace, health or safety because the City Council must confirm the Director of Emergency Services' proclamation of civil emergency order at the earliest practicable time and there is a continuing threat that other protests will take place in the late night or early morning hours when many people would be ordinarily sleeping.

Section 1. The City Council of the City of Beverly Hills does adopt the above recitals and the following emergency regulation(s) which shall take effect immediately:

1. A temporary ban on assemblies in residential areas is imposed as follows:
 - a. No more than ten (10) people shall gather in an assembly in a residential area between the hours of 9:00 PM and 8:00 AM.
 - b. For the purpose of this ordinance, an "assembly" shall be defined to mean any meeting, demonstration, picket line, rally, gathering, or group of ten (10) or more persons, or vehicles, or a combination thereof, having a common purpose, design, or goal, upon any public street, sidewalk, alley, park, or other public place.
 - c. For the purpose of this ordinance, a "residential area" shall mean any area of the City that is not part of the Business District.
 - d. For the purpose of this ordinance, the "Business District" shall include the Business Triangle, which is bordered by the alley south of Wilshire Boulevard on the south, the southern border of Beverly Gardens Park on the north, and Crescent Drive on the east; La Cienega Boulevard; Robertson Boulevard; South Beverly Drive; Santa Monica Boulevard (north and south) south of Wilshire; and Wilshire Boulevard east of Crescent Drive and west of Santa Monica.
 - e. The law enforcement personnel of this City along with other law enforcement authorities cooperating with the City are hereby authorized and charged to the extent provided by law with the responsibility of enforcing this ordinance, and are further authorized to arrest any person who does not obey this ordinance after due notice, oral or written, has been given to said person. This ordinance is in addition to all other laws of the City, including the City's noise ordinance.
 - f. Exemptions.
 - i. Any assembly that is silent is exempt from this ordinance, and may proceed in a residential area.
 - ii. Law enforcement personnel, fire-fighting personnel, emergency health care providers, civilians engaged in police or emergency work, representatives of the media, and City Public Works personnel are exempt from this ordinance.
 - iii. Assemblies located on private property are exempt from this ordinance.

Section 2. Violations. Violations of this Ordinance shall be punishable as a misdemeanor, as set forth in Section 2-4-111 and Chapter 3 of Title 1 of the Beverly Hills Municipal Code.

Section 3. The City Council hereby confirms the Director of Emergency Services' proclamation of civil emergency order issued on June 13, 2020

Section 4. Duration. This Ordinance shall remain in effect for the duration of the local emergency unless repealed or amended by the City Council.

Section 5. Uncodified. This Ordinance shall not be codified.

Section 6. Severability. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance.

Section 7. 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 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 8. Effective Date. This Ordinance is adopted as an urgency ordinance for the immediate preservation of the public peace, health and safety within the meaning of Government Code Section 36937(b), and therefore shall be passed immediately upon its introduction and shall become effective at 12:01 a.m., June 17, 2020 upon its adoption by a minimum 4/5 vote of the City Council.

Section 9. Certification. The City Clerk shall certify to the adoption of this Ordinance.

Adopted: June 16, 2020
Effective: June 17, 2020

LESTER J. FRIEDMAN
Mayor of the City of Beverly Hills, California

ATTEST:
HUMA AHMED (SEAL)
City Clerk

APPROVED AS TO FORM:
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:
GEORGE CHAVEZ
City Manager

AYES: Councilmembers Gold, Bosse, Vice Mayor Wunderlich, and Mayor Friedman
NOES: Councilmember Mirisch
CARRIED

ORDINANCE NO. 20-O-2814

AN URGENCY ORDINANCE OF THE CITY OF BEVERLY HILLS ADOPTING EMERGENCY REGULATIONS RELATED TO RESIDENTIAL AND COMMERCIAL TENANT EVICTIONS, AND OTHER MEASURES, REPEALING ORDINANCE NO. 20-O-2809, AND DECLARING THE URGENCY THEREOF

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

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"); and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for the broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread and addressing the effects of COVID-19; and

WHEREAS, on March 15, 2020, the City Manager, in his role as the Director of Emergency Services, proclaimed the existence of a local emergency pursuant to Section 2-4-107 of the Beverly Hills Municipal Code to

Continue to page 16 >>>

Public Notices

ensure the availability of mutual aid and an effective City response to the novel coronavirus ("COVID-19") and that state of emergency was ratified by the City Council on March 16, 2020; and

WHEREAS, the California Department of Public Health and the Los Angeles County Department of Public Health have all issued orders including, but not limited to, social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many tenants in Beverly Hills have experienced or expect soon to experience sudden and unexpected income loss; and

WHEREAS, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19, and individuals directly affected by COVID-19 may experience loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, further economic impacts are anticipated, leaving tenants vulnerable to eviction; and

WHEREAS, the City of Beverly Hills is redoubling its efforts to maintain hand hygiene, respiratory etiquette, and social distancing. It is absolutely critical that the City does everything possible to slow the pace of community spread and avoid unnecessary strain on our medical system. To aid in these efforts, the City Council is ordering a series of temporary restrictions be placed on certain establishments throughout the City in which large numbers of people tend to gather and remain in close proximity and is requiring the wearing of face coverings; and

WHEREAS, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, commercial tenants who operate businesses within the City may have to close their businesses in response to emergency orders, which will substantially decrease or eliminate their income, and businesses that are permitted to remain open also are likely to experience a significant loss of income while the emergency orders are in effect; and

WHEREAS, restaurants were prohibited from offering dine-in service, limiting restaurants to delivery and takeout offerings only, which has placed a sudden and severe financial strain on many restaurants, particularly those that are small businesses that already operate on thin margins, adding to financial pressures in the industry that predate the COVID-19 crisis; and

WHEREAS, it is in the public interest to take action to maximize restaurant revenue from the takeout and delivery orders that to assist restaurants in surviving this crisis and remain as sources of employment and neighborhood vitality in the City; and

WHEREAS, many consumers use third-party applications and websites to place orders with restaurants for delivery and takeout, and such third-party platforms charge restaurants fees ranging from 30% to 40% of the purchase price per order; and

WHEREAS, restaurants, and particularly restaurants that are small businesses with few locations, have limited bargaining power to negotiate lower fees with third-party platforms, given the high market saturation of third-party platforms, and the dire finan-

cial straits small business restaurants are facing in this COVID-19 emergency; and

WHEREAS, temporarily capping the per-order fees will accomplish the legitimate public purpose of easing the financial burden on struggling restaurants during this emergency while not unduly burdening third-party platforms that have seen an increase in demand; and

WHEREAS, in the interest of public peace, health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary for the City Council to exercise its authority to issue these regulations related to the protection of the public peace, health or safety.

Section 1. The City Council of the City of Beverly Hills does adopt the recitals and the following emergency regulations which shall take effect immediately:

1. A temporary moratorium on eviction for non-payment of rent by residential tenants substantially impacted by the COVID-19 crisis is imposed as follows:

a. During the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a tenant in either of the following situations: (1) for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to substantial financial impacts related to COVID-19, or (2) for a no-fault eviction, unless necessary for the health and safety of tenants, neighbors, or the landlord, other than based on illness of the tenant or any other occupant of the residential rental unit. A landlord who receives notice that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice pursuant to Code of Civil Procedure section 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of rent. A landlord receives notice of a tenant's inability to pay rent within the meaning of this Ordinance if the tenant, within seven (7) days after the date that rent is due, notifies the landlord in writing, of lost income or extraordinary expenses related to COVID-19 and inability to pay full rent due to substantial financial impacts related to COVID-19, and within thirty (30) days after the date the rent is due, provides written documentation to the landlord to support the claim, using the form provided by the City. A copy of both the seven-day notice and the documentation to support the claim shall also be provided by email (or if email is not feasible by mail along with notification by telephone) to the City's Rent Stabilization office. For purposes of this Ordinance, "in writing" includes email or text communications to a landlord or the landlord's representative if that is the method of written communication that has been used previously, or correspondence by regular mail, if that is the method of written communication that has been used previously and the parties have not agreed to use email or text messaging. Any medical or financial information provided to the landlord shall be held in confidence, and shall be used only for evaluating the tenant's claim.

b. Nothing in this Ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency, and which the tenant must pay in full within one year of the expiration of the local emergency. One year after the end of the emergency, unless if the rent is paid in full, a landlord may charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance; or a landlord may seek rent that is delayed for the reasons stated in this Ordinance through the eviction or other appropriate legal process. No fee for the late payment of rent shall be charged by a landlord during the period of the emergency or one year after the end of the emergency. If a landlord makes an accommodation with respect to rent forbearance from a tenant pursuant to subsection 1.a, and the tenant is in conformance with the tenant's obligations under that subsection, then the landlord shall not make a negative report to a credit bureau so long as the tenant remains in compliance with those obligations.

c. For purposes of this Ordinance, "financial impacts related to COVID-19" include, but are not limited to, lost household income or extraordinary expenses as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) lay-off, loss of hours, or other substantial income reduction resulting from business closure or other economic or employer impacts of COVID-19 including for tenants who are salaried employees or self-employed; (3) compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses related to COVID-19; or (5) child care needs arising from school closures related to COVID-19.

d. For purposes of this Ordinance, "no-fault eviction" refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to, eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1161b, use by landlord or relatives as specified in Beverly Hills Municipal Code Chapters 5 and 6, demolition or condominium conversion, major remodeling, and the Ellis Act, which is called withdrawal of residential rental structure from the rental market in the Beverly Hills Municipal Code.

e. During this emergency, any notice served by a landlord on a tenant under Section 4-5-513 or Section 4-6-6 L of the Beverly Hills Municipal Code is hereby tolled.

f. This Ordinance applies to non-payment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which a local emergency was proclaimed on March 15, 2020.

g. For purposes of this Ordinance, including residential and commercial tenancies, "substantial" shall be defined as a material decrease of monthly income, the incurring of extraordinary expenses related to COVID-19, or any other circumstance which causes an unusual and significant financial impact on the tenant.

h. Because some tenants may not be aware of this Ordinance's provisions, the Deputy Director of the Rent Stabilization may extend the seven (7) day deadline for notifying the landlord for up to thirty (30) days.

2. If a landlord disagrees with the residential tenant's assertion regarding: (1) whether a substantial financial impact exists; (2) whether the substantial financial impact is related to COVID-19; or (3) the amount of rent that the tenant will pay, then the landlord shall notify the tenant of the disagreement in writing within ten (10) days of receipt of the written documentation from the tenant. The residential tenant may file a written appeal to the City, on a form provided by the City, within ten (10) days of receipt of the landlord's written determination and shall provide a copy of the appeal to the landlord. Appeals will be heard by the Standing Committee of the City Council appointed to hear disruptive tenant hearings or other Members of the City Council as designated by the Mayor, to make a final determination of the dispute, until fifteen (15) days after the Rent Stabilization Commission is appointed and sworn into office, in which case the Rent Stabilization Commission shall make a final determination of the dispute. If the Rent Stabilization Commission cannot render a decision by a majority vote, then the Standing Committee or other Members of the City Council, as designated by the Mayor, will make a final determination of the dispute. Final Decisions of the Subcommittee, Council Members designated by the Mayor, or the Rent Stabilization Commission are subject to judicial review filed pursuant to Section 1094.6 of the California Code of Civil Procedure. The hearing procedures shall be established by the City Attorney.

3. A temporary moratorium on eviction for non-payment of rent by com-

mercial tenants substantially impacted by the COVID-19 crisis is imposed as follows:

a. During the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a commercial tenant in either of the following situations: (1) for nonpayment of rent if the commercial tenant demonstrates that the commercial tenant is unable to pay rent due to substantial financial impacts related to COVID-19; or (2) for a no-fault eviction unless necessary for the health and safety of tenants, neighbors, or the landlord, other than based on illness of the tenant, the tenant's family or any of tenant's employees. A landlord who receives notice that a commercial tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice or otherwise seek to evict for nonpayment of rent. A landlord receives notice a commercial tenant's inability to pay rent within the meaning of this Ordinance if the commercial tenant, within seven (7) days after the date that rent is due, notifies the landlord in writing of lost income or extraordinary expenses related to COVID-19 and inability to pay full rent due to substantial financial impacts related to COVID-19, and within thirty (30) days after the date the rent is due, provides written documentation to the landlord to support the claim. For purposes of this Ordinance, "in writing" includes email or text communications to a landlord or the landlord's representative if that is the method of written communication that has been used previously, or correspondence by regular mail, if that is the method of written communication that has been used previously and the parties have not agreed to use email or text messaging. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the commercial tenant's claim. Nothing in this Ordinance shall relieve the commercial tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency, and which the commercial tenant must pay within one year of the expiration of the local emergency. One year after the end of the emergency if the rent is unpaid, a landlord may charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance; or a landlord may seek rent that is delayed for the reasons stated in this Ordinance through the eviction or other appropriate legal process. No fee for the late payment of rent shall be charged by a landlord during the period of the emergency or after the end of the emergency.

b. For purposes of this Ordinance, "financial impacts related to COVID-19" include, but are not limited to, a tenant who lost substantial business income or has extraordinary expenses as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses related to COVID-19; or (5) child care needs arising from school closures related to COVID-19.

c. This Ordinance shall not apply to any commercial tenant that is a publicly traded entity, an entity that is listed on the Fortune 1000, or any entity that employs more than 500 employees or any commercial tenant that owned by another entity that is publicly traded, listed on the Fortune 1000 or combined with the commercial tenant and other subsidiaries employs more than 500 employees. As used in the preceding sentence, the term "owned" shall mean ownership of a majority of the ownership interest of the commercial tenant. This exemption shall not apply to a franchisee or similar small business owner who is the responsible tenant on the lease unless such small business owner meets the criteria of this exemption.

(1) Any commercial tenant covered by the exemption set forth in this subsection c, and who otherwise complied with this ordinance, shall have until 10 days, after

Continue to page 17 >>>

Public Notices

the tenant has received notice as provided below, to pay all forborne rent that became due since March 16, 2020. The landlord shall not charge a late fee or interest in connection with such unpaid rent. If a commercial tenant fails to pay all forborne rent within 10 days after the tenant has received written notice delivered by certified mail with return receipt, overnight courier service, or by any other delivery method and provides written evidence of receipt, the landlord may charge a late fee or interest from that date.

d. A dispute as to whether the commercial tenant has demonstrated facts sufficient to result in a temporary payment reduction or other legal remedy shall be determined according to civil law.

Section 2. In addition to the requirements of the Governor's Executive Order and the requirements of the Los Angeles County Department of Health order, the following regulations related to businesses, located in the City of Beverly Hills are adopted in order to implement recommended practices as a result of the COVID-19 pandemic:

a. Business located in the City with self-service unwrapped food items such as buffets are prohibited.

b. Enforcement of City codes and regulations may be relaxed as City staff deems appropriate in connection with commercial signs and banners displayed on or adjacent to restaurants, bars or other businesses that are permitted to remain open pursuant to this Ordinance.

c. The City shall provide for additional loading zones near businesses that are authorized to be open in order to facilitate curbside pickup.

d. The City shall waive fees associated with a Special Event Permit for temporary outdoor dining and shall waive the minimum ten (10) day period for filing an application for a Special Event Permit for temporary outdoor dining.

e. The City Manager is authorized to issue street closure permits and any other permits necessary to allow for temporary outdoor dining.

f. To the extent that Beverly Hills Municipal Code Sections 5-10-2 through 5-10-7 prohibit retail establishments from providing without charge reusable bags or recycled paper bags to customers at the point of sale, Beverly Hills Municipal Code Sections 5-10-2 through 5-10-7 are hereby suspended.

Section 3. During the period of local emergency declared by the Director of Emergency Services on March 15, 2020 and affirmed by the City Council on March 16, 2020, in response to the COVID-19 pandemic, a temporary moratorium is hereby imposed on the annual rent increases authorized by Sections 4-5-303(c) and 4-6-3 of the Beverly Hills Municipal Code. This moratorium on rent increases shall be applied to any rent increase scheduled to take effect on or after March 15, 2020. Nothing in this Ordinance shall alter the date of annual rent increases in future years.

Section 4. During the period of local emergency declared by the City Council on March 16, 2020, in response to the COVID-19 pandemic, there shall be no increase in Internet access fees or reduction in service.

Section 5. For those establishments offering food pickup options, and other essential businesses, proprietors are directed to establish social distancing practices for those patrons in the queue for pickup and other reasons, as well those allowed in the premises or otherwise working. Such restaurants and essential businesses shall establish health and safety measures for their employees and customers, including but not limited to appropriate gloves and masks.

Section 6. Face Coverings. All persons shall wear face coverings that cover their mouth and nose openings such as scarves (dense fabric, without holes), bandannas, neck gaiters, or other fabric face coverings, when they leave their homes or places of

residence for essential activities, such as taking a walk through their neighborhood, if that person has potential to come within six feet of another person not a member of their household. All persons, including non-medical essential workers are discouraged from using Personal Protective Equipment (PPE), such as N95 masks, for non-medical reasons.

Exceptions: These following exceptions will apply to this Section 6:

- (1) Children under the age of 2 are not required to wear face coverings.
- (2) Persons who must remove the face covering in order to receive medical services.
- (3) Persons who are directed to remove the face covering by a law enforcement officer.

For the purposes of this Ordinance, the terms "essential business," "essential workers," and "essential activity" shall have the same meanings as they do under State law.

Section 7. Business Tax. No penalties or interest shall accrue on outstanding business tax during the period that the City of Beverly Hills has declared an emergency related to the COVID-19 pandemic. The Director of Finance is authorized in his sole discretion to waive any penalties and/or interest on business tax imposed prior to the March 15, 2020 declaration of emergency, upon a request by a business owner and a demonstration by the business owner of economic hardship due to COVID-19.

Section 8. Hoarding. The City Council urges residents not to hoard essential goods such as hand sanitizer, cleaning supplies, toilet paper, canned food, frozen food and other needed supplies. The City Council strongly condemns hoarding. Retail establishments located in the City shall be responsible for limiting the sales of such items, as they see fit to provide greater accessibility to a larger group of customers.

Section 9. Third Party Food Delivery Service Commission.

1. Definitions. For purposes of this Section, the following definitions apply:

"Delivery Fee" means a fee charged by a Third-party Food Delivery Service for providing a Retail Food Establishment with a service that delivers food and beverages from such establishment to customers. The term does not include any other fee or cost that may be charged by a Third-Party Food Delivery Service to a Retail Food Establishment, such as fees for listing or advertising the Retail Food Establishment on the Third-party Food Delivery Service platform or fees related to processing the online order including, but not limited to service fees, fees for facilitating Online Orders for pick-up, and credit card processing fees.

"Online Order" means an order placed by a customer, including a phone order, for delivery or pick-up from a restaurant located within the City.

"Purchase Price" means the menu price of the items contained in an Online Order, minus any applicable coupon or promotional discount provided to the customer by the restaurant through the Third-Party Food Delivery Service. Such term therefore excludes taxes, gratuities and any other fees or costs that may make up the total amount charged to the customer of an Online Order. "Retail Food Establishment" means a restaurant, delicatessen bakery, coffee shop, or other eat-in or carry-out service of processed or prepared raw and ready-to-eat food or beverages.

"Third-Party Food Delivery Service" means any website, mobile application or other internet service that offers or arranges for the sale of food and beverages prepared by, and the delivery or pick-up of food and beverages from, no fewer than 20 separately owned and operated food service establishments.

2. Prohibitions. From the effective date of this ordinance through

August 31, 2020, it shall be unlawful for a Third-party Food Delivery Service to do the following:

a. charge a Retail Food Establishment a Delivery Fee that totals more than fifteen percent (15%) of the Purchase Price of each Online Order.

b. charge a Retail Food Establishment any amount designated as a Delivery Fee for an Online Order that does not involve the delivery of food or beverages.

c. charge a Retail Food Establishment any combination of fees, commissions, or costs for the Retail Food Establishment's use of the Third-party Food Delivery Service that is greater than five percent (5%) of the Purchase Price of each Online Order or to charge any amount of fees, commissions, or costs for the Retail Food Establishment's use of the Third-Party Food Delivery Service unless the contract between the Retail Food Establishment and the Third-Party Food Delivery Service allows for fees, commissions, and costs other than a Delivery Fee. For the purpose of this subsection c, fees, commissions, or costs do not include the Delivery Fee, which is capped at fifteen percent (15%).

d. charge a Retail Food Establishment any fee, commission, or cost other than as permitted in subsections a through c, above.

e. charge a customer any Purchase Price for a food or beverage item that is higher than the price imposed by the Retail Food Establishment on the Third-Party Food Delivery Service or, if no price is imposed by the Retail Food Establishment on the Third-Party Food Delivery Service, the price listed on the Retail Food Establishment's own menu.

f. retain any portion of amounts designated as a tip or gratuity. Any tip or gratuity shall be paid by the Third-party Food Delivery Service, in its entirety, to the person delivering the food or beverages.

3. Disclosures. The Third-party Food Delivery Service shall disclose to the customer an accurate, clearly identified, and itemized cost breakdown of each transaction, including, but not limited to the following:

a. the Purchase Price of the food and beverages at the cost listed on the Retail Food Establishment's menu;

b. the Delivery Fee charged to the Retail Food Establishment;

c. each fee, commission, or cost, other than a Delivery Fee, charged to the Retail Food Establishment;

d. each fee, commission, or cost, other than the Delivery Fee or the Purchase Price of the food, charged to the customer by the Third-party Food Delivery Service;

e. any tip or gratuity that will be paid to the person delivering the food or beverages.

4. A Third-Party Food Delivery Service shall not be found in violation of this Section if between June 17, 2020 and June 24, 2020, it imposes a Delivery Fee per Online Order that totals more than fifteen percent (15%), and other fees, commissions, and costs that total more than five percent (5%), of the Purchase Price of such Online Order, provided that the Third-Party Food Delivery Service refunds the portion of the fee that exceeds those amounts to the Retail Food Establishment prior to July 3, 2020.

5. If a Third-Party Food Delivery Service charges a Retail Food Establishment fees that violate this Section, the Retail Food Establishment shall provide written notice to the Third-Party Food Delivery Service requesting a refund within seven days. If the Third-Party Food Delivery Service does not provide the refund requested after seven days or the Third-Party Food Delivery Service continues to charge fees

in violation of this Section after the initial notice and seven-day cure period, a Retail Food Establishment may enforce this Section by means of a civil action seeking damages and injunctive relief. The prevailing party in any such action shall be entitled to an award of reasonable attorney fees.

Section 10. Violations. Violations of this Ordinance shall be punishable as set forth in Section 2-4-111 and Chapter 3 of Title 1 of the Beverly Hills Municipal Code except violations of Section 6, which shall be solely subject to the administrative citation process set forth in Chapter 3 of Title 1 of the Beverly Hills Municipal Code. Violations of any public health order duly issued by the Los Angeles County Public Health Officer may be cited and prosecuted as an infraction or may be subject to the administrative citation process set forth in Chapter 3 of Title 1 of the Beverly Hills Municipal Code. In addition, this Ordinance provides a defense to a tenant, in the event that an unlawful detainer action is commenced in violation of this Ordinance.

Section 11. Remain in Effect. This Ordinance shall remain in effect for the duration of the local emergency.

Section 12. Ordinance No. 20-O-2809 is hereby repealed and replaced by this Ordinance.

Section 13. Uncodified. This Ordinance shall not be codified.

Section 14. Severability. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance.

Section 15. 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 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 16. Effective Date. This Ordinance is adopted as an urgency ordinance for the immediate preservation of the public peace, health and safety within the meaning of Government Code Section 36937(b), and therefore shall be passed immediately upon its introduction and shall become effective at 12:01 a.m., June 17, 2020 upon its adoption by a minimum 4/5 vote of the City Council.

Section 17. Duration. This Ordinance shall remain in effect until it is superseded by another Ordinance adopted by the City Council.

Section 18. Certification. The City Clerk shall certify to the adoption of this Ordinance.

Adopted: June 17, 2020
Effective: June 17, 2020

LESTER J. FRIEDMAN
Mayor of the City of Beverly Hills, California

ATTEST:
HUMA AHMED (SEAL)
City Clerk

APPROVED AS TO FORM:
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:
GEORGE CHAVEZ
City Manager

AYES: Councilmembers Gold, Bosse, Mirisch, Vice Mayor Wunderlich, and Mayor Friedman
NOES: None
CARRIED

Public Notices

ORDINANCE NO. 20-O-2815

AN URGENCY ORDINANCE OF THE CITY OF BEVERLY HILLS ADOPTING EMERGENCY REGULATIONS RELATED TO RESIDENTIAL AND COMMERCIAL TENANT EVICTIONS, AND OTHER MEASURES, REPEALING ORDINANCE NO. 20-O-2814, AND DECLARING THE URGENCY THEREOF

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

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named “SARS-CoV-2,” and the disease it causes has been named “coronavirus disease 2019,” abbreviated COVID-19, (“COVID-19”); and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for the broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread and addressing the effects of COVID-19; and

WHEREAS, on March 15, 2020, the City Manager, in his role as the Director of Emergency Services, proclaimed the existence of a local emergency pursuant to Section 2-4-107 of the Beverly Hills Municipal Code to ensure the availability of mutual aid and an effective City response to the novel coronavirus (“COVID-19”) and that state of emergency was ratified by the City Council on March 16, 2020; and

WHEREAS, the California Department of Public Health and the Los Angeles County Department of Public Health have all issued orders including, but not limited to, social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many tenants in Beverly Hills have experienced or expect soon to experience sudden and unexpected income loss; and

WHEREAS, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19, and individuals directly affected by COVID-19 may experience loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, further economic impacts are anticipated, leaving tenants vulnerable to eviction; and

WHEREAS, the City of Beverly Hills is redoubling its efforts to maintain hand hygiene, respiratory etiquette, and social distancing. It is absolutely critical that the City does everything possible to slow the pace of community spread and avoid unneces-

sary strain on our medical system. To aid in these efforts, the City Council is ordering a series of temporary restrictions be placed on certain establishments throughout the City in which large numbers of people tend to gather and remain in close proximity and is requiring the wearing of face coverings; and

WHEREAS, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City’s affordable housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, commercial tenants who operate businesses within the City may have to close their businesses in response to emergency orders, which will substantially decrease or eliminate their income, and businesses that are permitted to remain open also are likely to experience a significant loss of income while the emergency orders are in effect; and

WHEREAS, restaurants were prohibited from offering dine-in service, limiting restaurants to delivery and takeout offerings only, which has placed a sudden and severe financial strain on many restaurants, particularly those that are small businesses that already operate on thin margins, adding to financial pressures in the industry that predate the COVID-19 crisis; and

WHEREAS, it is in the public interest to take action to maximize restaurant revenue from the takeout and delivery orders that to assist restaurants in surviving this crisis and remain as sources of employment and neighborhood vitality in the City; and

WHEREAS, many consumers use third-party applications and websites to place orders with restaurants for delivery and takeout, and such third-party platforms charge restaurants fees ranging from 30% to 40% of the purchase price per order; and

WHEREAS, restaurants, and particularly restaurants that are small businesses with few locations, have limited bargaining power to negotiate lower fees with third-party platforms, given the high market saturation of third-party platforms, and the dire financial straits small business restaurants are facing in this COVID-19 emergency; and

WHEREAS, temporarily capping the per-order fees will accomplish the legitimate public purpose of easing the financial burden on struggling restaurants during this emergency while not unduly burdening third-party platforms that have seen an increase in demand; and

WHEREAS, in the interest of public peace, health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary for the City Council to exercise its authority to issue these regulations related to the protection of the public peace, health or safety.

Section 1. The City Council of the City of Beverly Hills does adopt the recitals and the following emergency regulations which shall take effect immediately:

1. A temporary moratorium on eviction for non-payment of rent by residential tenants substantially impacted by the COVID-19 crisis is imposed as follows:

a. During the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a tenant in either of the following situations: (1) for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to substantial financial impacts related to COVID-19, or (2) for a no-fault eviction, unless necessary for the health and safety of tenants, neighbors, or the landlord, other than based on illness of the tenant or any other occupant of the residential rental unit. A landlord who receives notice that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall

not serve a notice pursuant to Code of Civil Procedure section 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of rent. A landlord receives notice of a tenant’s inability to pay rent within the meaning of this Ordinance if the tenant, within seven (7) days after the date that rent is due, notifies the landlord in writing, of lost income or extraordinary expenses related to COVID-19 and inability to pay full rent due to substantial financial impacts related to COVID-19, and within thirty (30) days after the date the rent is due, provides written documentation to the landlord to support the claim, using the form provided by the City. A copy of both the seven-day notice and the documentation to support the claim shall also be provided by email (or if email is not feasible by mail along with notification by telephone) to the City’s Rent Stabilization office. For purposes of this Ordinance, “in writing” includes email or text communications to a landlord or the landlord’s representative if that is the method of written communication that has been used previously, or correspondence by regular mail, if that is the method of written communication that has been used previously and the parties have not agreed to use email or text messaging. Any medical or financial information provided to the landlord shall be held in confidence, and shall be used only for evaluating the tenant’s claim.

b. Nothing in this Ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency, and which the tenant must pay in full within one year of the expiration of the local emergency. One year after the end of the emergency, unless if the rent is paid in full, a landlord may charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance; or a landlord may seek rent that is delayed for the reasons stated in this Ordinance through the eviction or other appropriate legal process. No fee for the late payment of rent shall be charged by a landlord during the period of the emergency or one year after the end of the emergency. If a landlord makes an accommodation with respect to rent forbearance on a tenant pursuant to subsection 1.a, and the tenant is in conformance with the tenant’s obligations under that subsection, then the landlord shall not make a negative report to a credit bureau so long as the tenant remains in compliance with those obligations.

c. For purposes of this Section 1, “financial impacts related to COVID-19” include, but are not limited to, lost household income or extraordinary expenses as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) lay-off, loss of hours, or other substantial income reduction resulting from business closure or other economic or employer impacts of COVID-19 including for tenants who are salaried employees or self-employed; (3) compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses related to COVID-19; or (5) child care needs arising from school closures related to COVID-19.

d. For purposes of this Ordinance, “no-fault eviction” refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to, eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1161b, use by landlord or relatives as specified in Beverly Hills Municipal Code Chapters 5 and 6, demolition or condominium conversion, major remodeling, and the Ellis Act, which is called withdrawal of residential rental structure from the rental market in the Beverly Hills Municipal Code.

e. During this emergency, any notice served by a landlord on a tenant under Section 4-5-513 or Section 4-6-6 L of the Beverly Hills Municipal Code is hereby tolled.

f. This Ordinance applies to non-payment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which a local emergency was proclaimed on March 15, 2020.

g. For purposes of this Section 1, “substantial” shall be defined as a material decrease of monthly income, the incurring of extraordinary expenses related to COVID-19, or any other circumstance which causes an unusual and significant financial impact on the tenant.

h. Because some tenants may not be aware of this Ordinance’s provisions, the Deputy Director of the Rent Stabilization may extend the seven (7) day deadline for notifying the landlord for up to thirty (30) days.

2. If a landlord disagrees with the residential tenant’s assertion regarding: (1) whether a substantial financial impact exists; (2) whether the substantial financial impact is related to COVID-19; or (3) the amount of rent that the tenant will pay, then the landlord shall notify the tenant of the disagreement in writing within ten (10) days of receipt of the written documentation from the tenant. The residential tenant may file a written appeal to the City, on a form provided by the City, within ten (10) days of receipt of the landlord’s written determination and shall provide a copy of the appeal to the landlord. Appeals will be heard by the Standing Committee of the City Council appointed to hear disruptive tenant hearings or other Members of the City Council as designated by the Mayor, to make a final determination of the dispute, until fifteen (15) days after the Rent Stabilization Commission is appointed and sworn into office, in which case the Rent Stabilization Commission shall make a final determination of the dispute. If the Rent Stabilization Commission cannot render a decision by a majority vote, then the Standing Committee or other Members of the City Council, as designated by the Mayor, will make a final determination of the dispute. Final Decisions of the Subcommittee, Council Members designated by the Mayor, or the Rent Stabilization Commission are subject to judicial review filed pursuant to Section 1094.6 of the California Code of Civil Procedure. The hearing procedures shall be established by the City Attorney.

Section 2. The following regulations shall apply to commercial tenancies:

1. The following definitions shall apply to this Section 2:

“Affiliate” shall mean the commercial tenant and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the commercial tenant.

“Amnesty Date” shall mean August 1, 2020 for Large Commercial Tenants, and September 1, 2020 for all other commercial tenants.

“Large Commercial Tenants” shall mean a business that, together with its Affiliates, (1) employs more than 100 employees, or (2) has average annual gross receipts of more than \$15 million over the previous three years, or (3) has business operations, other than sales conducted solely through online channels, in three or more countries, including the United States; or (4) a business whose payment of rent is guaranteed by a business falling within the scope of subsections (1) or (2) or (3) of this subsection.

“Rent Recommencement Date” shall mean August 1, 2020.

“Repayment Date” shall mean the date by which all forborne rent shall be due.

2. Landlords and their commercial tenants shall work together during this time of emergency caused by the spread of

Continue to page 18 >>>

Public Notices

COVID-19 to make a good faith attempt to develop a payment strategy for rent that accounts for the substantial financial impacts related to COVID-19 that may be faced by some tenants. Any payment strategy negotiated between a landlord and a commercial tenant shall take precedence over the provisions of this Ordinance. Absent such a payment strategy, commercial tenants shall be required to pay their rent under the following provisions of this Section 2.

The following paragraphs (a) through (d) of this Section 2, subsection 2 shall not apply to Large Commercial Tenants.

a. In order to assure that the landlords and commercial tenants will meet to attempt to develop a payment strategy for rent that accounts for the substantial financial impacts related to COVID-19, the landlord shall send a notice to any commercial tenant who has not agreed to a payment strategy with the landlord or who is not otherwise paying full rent, substantially in the form provided by the City, and by certified mail with return receipt, overnight courier service, or by any other delivery method that provides written evidence of receipt, which informs the commercial tenant of the requirement to meet and requesting that the tenant contact the landlord within ten (10) days to arrange a meeting and meet with the landlord within forty five (45) days to discuss a payment strategy that accounts for the substantial financial impacts related to COVID-19. A copy of this notice shall be provided to the City. This notice must be mailed by July 10, 2020.

b. If the landlord fails to send the notice or otherwise fails to meet with the commercial tenant, then the Repayment Date shall be July 1, 2021.

c. If the commercial tenant fails to contact the landlord in response to the notice or otherwise fails to meet with the landlord, then the Repayment Date shall be October 1, 2020.

d. If either party has attempted to schedule a meeting, but the other party appears to be unwilling to meet, either party may call the Rent Stabilization Office of the City of Beverly Hills and a City staff member will schedule such meeting or will determine that one or both parties are unwilling to meet. If the Rent Stabilization Office determines that either or both parties are unwilling to meet than the parties shall follow the provisions set forth below in this Section 2. The Rent Stabilization Office's determination that either or both parties are unable to meet shall create a rebuttable presumption in any unlawful detainer action or other action which seeks to recover rent.

3. A temporary moratorium on eviction for non-payment of rent by commercial tenants and Large Commercial Tenants substantially impacted by the COVID-19 crisis is imposed as follows:

a. During the period of local emergency declared in response to COVID-19, and up until the date described in subsection d below, no landlord shall endeavor to evict a commercial tenant or Large Commercial Tenant in either of the following situations: (1) for nonpayment of some or all of the rent if such commercial tenant demonstrates that the commercial tenant is unable to pay rent due to substantial financial impacts related to COVID-19; or (2) for a no-fault eviction unless necessary for the health and safety of tenants, neighbors, or the landlord, other than based on illness of the tenant, the tenant's family or any of tenant's employees. A landlord who receives notice that a commercial tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice or otherwise seek to evict a tenant for nonpayment of rent.

b. A landlord receives notice of a commercial tenant's inability to pay rent within the meaning of this Ordinance if the commercial tenant, within seven (7) days

after the date that rent is due, notifies the landlord in writing of lost income or extraordinary expenses related to COVID-19 and inability to pay full rent due to substantial financial impacts related to COVID-19, and within thirty (30) days after the date the rent is due, provides written documentation to the landlord to support the claim. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the commercial tenant's claim. For purposes of this Ordinance, "in writing" includes email or text communications to a landlord or the landlord's representative if that is the method of written communication that has been used previously, or correspondence by regular mail, if that is the method of written communication that has been used previously and the parties have not agreed to use email or text messaging.

c. Nothing in this Ordinance shall relieve any commercial tenant or Large Commercial Tenant of liability for the unpaid rent.

d. Forbearance of rent shall end on the Rent Recommencement Date.

e. A Large Commercial Tenant must pay forborne rent on September 1, 2020 and all other commercial tenants must pay forborne rent on January 1, 2021 if such commercial tenant and the landlord have met pursuant to this Section 2 but have not come to an agreement regarding a payment strategy.

f. For Large Commercial Tenants, with regard to forborne rent a landlord may charge either the late fee or the interest that is provided in the lease between the landlord and the tenant from the time that the first rental payment was missed until the forborne rent is paid. No other late fee, interest or other penalty shall be charged by the landlord during the emergency or before the Repayment Date. After the Repayment Date, and if the forborne rent has not been repaid, a landlord may charge the full amount of the late fee, interest and other penalty that is provided in the lease beginning on the Repayment Date. However, the full amount of the late fees, interest and other penalty shall only run from the Repayment Date.

For all other commercial tenants, with regard to the forborne rent, a landlord may charge one half the amount of either the late fee or the interest that is provided in the lease between the landlord and the tenant capped at five percent (5%) from the time that the first rental payment was missed until the forborne rent is paid. No other late fee, interest or other penalty shall be charged by the landlord during the emergency or before the Repayment Date. After the Repayment Date, and if the forborne rent has not been repaid, a landlord may charge the full amount of the late fee, interest and other penalty that is provided in the lease beginning on the Repayment Date. However, the full amount of the late fees, interest and other penalty shall only run from the Repayment Date.

g. For any commercial tenant who is covered by this Ordinance and wishes to avoid the payment of late fees or interest on the tenant's forborne rent, the tenant may pay some or all of their forborne rent, with no late fees, interest or other penalties, no later than the Amnesty Date. If the tenant pays all forborne rent by that Amnesty Date, the landlord shall not charge any late fees, interest, or other penalty.

h. For purposes of this Section 2, "financial impacts related to COVID-19" include, but are not limited to, a tenant who lost substantial business income or has extraordinary expenses as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with a recommendation from a government health

authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses related to COVID-19; or (5) child care needs arising from school closures related to COVID-19.

i. For purposes of this Section 2, "substantial" shall be defined as a material decrease of monthly income, the incurring of extraordinary expenses related to COVID-19, or any other circumstance which causes an unusual and significant financial impact on the tenant.

j. This Ordinance shall not apply to any commercial tenant that is a publicly traded entity, an entity that is listed on the Fortune 1000, or any entity that employs more than 500 employees or any commercial tenant that owned by another entity that is publicly traded, listed on the Fortune 1000 or combined with the commercial tenant and other subsidiaries employs more than 500 employees. As used in the preceding sentence, the term "owned" shall mean ownership of a majority of the ownership interest of the commercial tenant. This exemption shall not apply to a franchisee or similar small business owner who is the responsible tenant on the lease unless such small business owner meets the criteria of this exemption.

(1) Any commercial tenant covered by the exemption set forth in this subsection j, and who otherwise complied with this Ordinance, shall have until 10 days, after the tenant has received notice as provided below, to pay all forborne rent that became due since March 16, 2020. The landlord shall not charge a late fee or interest in connection with such unpaid rent. If a commercial tenant fails to pay all forborne rent within 10 days after the tenant has received written notice delivered by certified mail with return receipt, overnight courier service, or by any other delivery method and provides written evidence of receipt, the landlord may charge a late fee or interest from that date.

(2) A landlord may give notice to any commercial tenant covered by the exemption set forth in this subsection j at any time.

k. A dispute as to whether the commercial tenant has demonstrated facts sufficient to result in a temporary payment reduction or other legal remedy shall be determined according to civil law.

Section 3. In addition to the requirements of the Governor's Executive Order and the requirements of the Los Angeles County Department of Health order, the following regulations related to businesses, located in the City of Beverly Hills are adopted in order to implement recommended practices as a result of the COVID-19 pandemic:

a. Business located in the City with self-service unwrapped food items such as buffets are prohibited.

b. Enforcement of City codes and regulations may be relaxed as City staff deems appropriate in connection with commercial signs and banners displayed on or adjacent to restaurants, bars or other businesses that are permitted to remain open pursuant to this Ordinance.

c. The City shall provide for additional loading zones near businesses that are authorized to be open in order to facilitate curbside pickup.

d. The City shall waive fees associated with a Special Event Permit for temporary outdoor dining and shall waive the minimum ten (10) day period for filing an application for a Special Event Permit for temporary outdoor dining.

e. The City Manager is authorized to issue street closure permits and any other permits necessary to allow for temporary outdoor dining.

f. To the extent that Beverly Hills Municipal Code Sections 5-10-2 through 5-10-7 prohibit retail establishments from providing without charge reusable bags or recycled paper bags to customers at the point of sale, Beverly Hills Municipal Code Sections 5-10-2 through 5-10-7 are hereby suspended.

Section 4. During the period of local emergency declared by the Director of Emergency Services on March 15, 2020 and affirmed by the City Council on March 16, 2020, in response to the COVID-19 pandemic, a temporary moratorium is hereby imposed on the annual rent increases authorized by Sections 4-5-303(c) and 4-6-3 of the Beverly Hills Municipal Code. This moratorium on rent increases shall be applied to any rent increase scheduled to take effect on or after March 15, 2020. Nothing in this Ordinance shall alter the date of annual rent increases in future years.

Section 5. During the period of local emergency declared by the City Council on March 16, 2020, in response to the COVID-19 pandemic, there shall be no increase in Internet access fees or reduction in service.

Section 6. For those establishments offering food pickup options, and other essential businesses, proprietors are directed to establish social distancing practices for those patrons in the queue for pickup and other reasons, as well those allowed in the premises or otherwise working. Such restaurants and essential businesses shall establish health and safety measures for their employees and customers, including but not limited to appropriate gloves and masks.

Section 7. Face Coverings. All persons shall wear face coverings that cover their mouth and nose openings such as scarves (dense fabric, without holes), bandannas, neck gaiters, or other fabric face coverings, when they leave their homes or places of residence for essential activities, such as taking a walk through their neighborhood, if that person has potential to come within six feet of another person not a member of their household. All persons, including non-medical essential workers are discouraged from using Personal Protective Equipment (PPE), such as N95 masks, for non-medical reasons.

Exceptions: These following exceptions will apply to this Section 6:

(1) Children under the age of 2 are not required to wear face coverings.

(2) Persons who must remove the face covering in order to receive medical services.

(3) Persons who are directed to remove the face covering by a law enforcement officer.

For the purposes of this Ordinance, the terms "essential business," "essential workers," and "essential activity" shall have the same meanings as they do under State law.

Section 8. Business Tax. No penalties or interest shall accrue on outstanding business tax during the period that the City of Beverly Hills has declared an emergency related to the COVID-19 pandemic. The Director of Finance is authorized in his sole discretion to waive any penalties and/or interest on business tax imposed prior to the March 15, 2020 declaration of emergency, upon a request by a business owner and a demonstration by the business owner of economic hardship due to COVID-19.

Section 9. Hoarding. The City Council urges residents not to hoard essential goods such as hand sanitizer, cleaning supplies, toilet paper, canned food, frozen food and other needed supplies. The City Council strongly condemns hoarding. Retail establishments located in the City shall be responsible for limiting the sales of such items, as they see fit to provide greater accessibility to a larger group of customers.

Continue to page 20 >>>

Public Notices

Section 10. Third Party Food Delivery Service Commission.

1. Definitions. For purposes of this Section, the following definitions apply:

"Delivery Fee" means a fee charged by a Third-party Food Delivery Service for providing a Retail Food Establishment with a service that delivers food and beverages from such establishment to customers. The term does not include any other fee or cost that may be charged by a Third-Party Food Delivery Service to a Retail Food Establishment, such as fees for listing or advertising the Retail Food Establishment on the Third-party Food Delivery Service platform or fees related to processing the online order including, but not limited to service fees, fees for facilitating Online Orders for pick-up, and credit card processing fees.

"Online Order" means an order placed by a customer, including a phone order, for delivery or pick-up from a restaurant located within the City.

"Purchase Price" means the menu price of the items contained in an Online Order, minus any applicable coupon or promotional discount provided to the customer by the restaurant through the Third-Party Food Delivery Service. Such term therefore excludes taxes, gratuities and any other fees or costs that may make up the total amount charged to the customer of an Online Order.

"Retail Food Establishment" means a restaurant, delicatessen bakery, coffee shop, or other eat-in or carry-out service of processed or prepared raw and ready-to-eat food or beverages.

"Third-Party Food Delivery Service" means any website, mobile application or other internet service that offers or arranges for the sale of food and beverages prepared by, and the delivery or pick-up of food and beverages from, no fewer than 20 separately owned and operated food service establishments.

2. Prohibitions. From the effective date of this ordinance through August 31, 2020, it shall be unlawful for a Third-party Food Delivery Service to do the following:

a. charge a Retail Food Establishment a Delivery Fee that totals more than fifteen percent (15%) of the Purchase Price of each Online Order.

b. charge a Retail Food Establishment any amount designated as a Delivery Fee for an Online Order that does not involve the delivery of food or beverages.

c. charge a Retail Food Establishment any combination of fees, commissions, or costs for the Retail Food Establishment's use of the Third-party Food Delivery Service that is greater than five percent (5%) of the Purchase Price of each Online Order or to charge any amount of fees, commissions, or costs for the Retail Food Establishment's use of the Third-Party Food Delivery Service unless the contract between the Retail Food Establishment and the Third-Party Food Delivery Service allows for fees, commissions, and costs other than a Delivery Fee. For the purpose of this subsection c, fees, commissions, or costs do not include the Delivery Fee, which is capped at fifteen percent (15%).

d. charge a Retail Food Establishment any fee, commission, or cost other than as permitted in subsections a through c, above.

e. charge a customer any Purchase Price for a food or beverage item that is higher than the price imposed by the Retail Food Establishment on the Third-Party Food Delivery Service or, if no price is imposed by the Retail Food Establishment on the Third-Party Food Delivery Service, the price listed on the Retail Food Establishment's own menu.

f. retain any portion of amounts designated as a tip or gratuity. Any tip or gratuity shall be paid by the Third-party Food Delivery Service, in its entirety, to the person delivering the food or beverages.

3. Disclosures. The Third-party Food Delivery Service shall disclose to the customer an accurate, clearly identified, and itemized cost breakdown of each transaction, including, but not limited to the following:

a. the Purchase Price of the food and beverages at the cost listed on the Retail Food Establishment's menu;

b. the Delivery Fee charged to the Retail Food Establishment;

c. each fee, commission, or cost, other than a Delivery Fee, charged to the Retail Food Establishment;

d. each fee, commission, or cost, other than the Delivery Fee or the Purchase Price of the food, charged to the customer by the Third-party Food Delivery Service;

e. any tip or gratuity that will be paid to the person delivering the food or beverages.

4. A Third-Party Food Delivery Service shall not be found in violation of this Section if between June 17, 2020 and June 24, 2020, it imposes a Delivery Fee per Online Order that totals more than fifteen percent (15%), and other fees, commissions, and costs that total more than five percent (5%), of the Purchase Price of such Online Order, provided that the Third-Party Food Delivery Service refunds the portion of the fee that exceeds those amounts to the Retail Food Establishment prior to July 3, 2020.

5. If a Third-Party Food Delivery Service charges a Retail Food Establishment fees that violate this Section, the Retail Food Establishment shall provide written notice to the Third-Party Food Delivery Service requesting a refund within seven days. If the Third-Party Food Delivery Service does not provide the refund requested after seven days or the Third-Party Food Delivery Service continues to charge fees in violation of this Section after the initial notice and seven-day cure period, a Retail Food Establishment may enforce this Section by means of a civil action seeking damages and injunctive relief. The prevailing party in any such action shall be entitled to an award of reasonable attorney fees.

Section 11. Violations. Violations of this Ordinance shall be punishable as set forth in Section 2-4-111 and Chapter 3 of Title 1 of the Beverly Hills Municipal Code except violations of Section 7, which shall be solely subject to the administrative citation process set forth in Chapter 3 of Title 1 of the Beverly Hills Municipal Code. Violations of any public health order duly issued by the Los Angeles County Public Health Officer may be cited and prosecuted as an infraction or may be subject to the administrative citation process set forth in Chapter 3 of Title 1 of the Beverly Hills Municipal Code. In addition, this Ordinance provides a defense to a tenant, in the event that an unlawful detainer action is commenced in violation of this Ordinance.

Section 12. Remain in Effect. This Ordinance shall remain in effect for the duration of the local emergency.

Section 13. Ordinance No. 20-O-2814 is hereby repealed and replaced by this Ordinance.

Section 14. Uncodified. This Ordinance shall not be codified.

Section 15. Severability. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance.

Section 16. 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 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 17. Effective Date. This Ordinance is adopted as an urgency ordinance for the immediate preservation of the public peace, health and safety within the meaning of Government Code Section 36937(b), and therefore shall be passed immediately upon its introduction and shall become effective at 12:01 a.m., June 19, 2020 upon its adoption by a minimum 4/5 vote of the City Council.

Section 18. Duration. This Ordinance shall remain in effect until it is superseded by another Ordinance adopted by the City Council.

Section 19. Certification. The City Clerk shall certify to the adoption of this Ordinance.

Adopted: June 19, 2020
Effective: June 19, 2020

LESTER J. FRIEDMAN
Mayor of the City of Beverly Hills, California

ATTEST:
HUMA AHMED (SEAL)
City Clerk

APPROVED AS TO FORM:
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:
GEORGE CHAVEZ
City Manager

AYES: Councilmembers Gold, Bosse, Mirisch, Vice Mayor Wunderlich, and Mayor Friedman
NOES: None
CARRIED

FICTITIOUS BUSINESS NAME STATEMENT 2020086007 The following is/are doing business as:
THE SALON AT THE BEVERLY HILLS HOTEL
9641 Sunset Blvd., Beverly Hills, CA 90210; 444 29th St., Manhattan Beach, CA 90266; **Joseph Kendall** 444 29th St., Manhattan Beach, CA 90266; The business is conducted by: **AN INDIVIDUAL**, registrant(s) has **NOT** begun to transact business under the name(s) listed: **Joseph Kendall, Owner:** Statement is filed with the County of Los Angeles: May 21, 2020; Published: June 05, 12, 19, 26, 2020 **LACC N/C**

FICTITIOUS BUSINESS NAME STATEMENT 2020092400 The following is/are doing business as:
SHOWBIZLY 514 N. Hayworth Ave. #101, Los Angeles, CA 90048; **Joseph Hobbs** 514 N. Hayworth Ave. #101, Los Angeles, CA 90048; The business is conducted by: **AN INDIVIDUAL**, registrant(s) has begun to transact business under the name(s) listed May 2020: **Joseph Hobbs, Owner:** Statement is filed with the County of Los Angeles: June 08, 2020; Published: June 26, July 03, 10, 17, 2020 **LACC N/C**

FICTITIOUS BUSINESS NAME STATEMENT 2020094373 The following is/are doing business as:
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131 S. Barrington Place #210, Los Angeles, CA 90049; **Olivia Vaatete** 131 S. Barrington Place #210, Los Angeles, CA 90049; **Anne Fiser** 131 S. Barrington Place #210, Los Angeles, CA 90049; The business is conducted by: **COPARTNERS**, registrant(s) has begun to transact business under the name(s) listed January 2020: **Olivia Vaatete, Partner:** Statement is filed with the County of Los Angeles: June 11, 2020; Published: June 26, July 03, 10, 17, 2020 **LACC N/C**

APN: 4348-017-008 and 5572-009-014 T.S. No.: 2020-1314 Order No. 1472543CAD
NOTICE OF TRUSTEE'S SALE YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 2/6/2018. UNLESS YOU TAKE AC-

TION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER. Will sell at a public auction sale to the highest bidder, payable at time of sale in lawful money of the United States, by cashier's check drawn on a state or federal savings and loan association, or state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described below. The sale will be made, but without covenant or warranty, express or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges, and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale. Trustor: VISHAL KAPOOR, TRUSTEE OF THE TOWER ROAD TRUST U/T/A, DATED SEPTEMBER 20, 2016 Duly Appointed Trustee: S.B.S. TRUST DEED NETWORK, A CALIFORNIA CORPORATION Deed of Trust recorded 3/28/2018 as Instrument No. 20180296268 in book XX, page, XX of Official Records in the office of the Recorder of Los Angeles County, California. Date of Sale: 7/23/2020 at 11:00 AM Place of Sale: BEHIND THE FOUNTAIN LOCATED IN CIVIC CENTER PLAZA, 400 CIVIC CENTER PLAZA, POMONA, CA 91766 Amount of unpaid balance and other reasonable estimated charges: \$3,971,095.62 Street Address or other common designation of purported real property: 1133 TOWER ROAD BEVERLY HILLS, CA 90210 AND 2407 CARMAN CREST DRIVE LOS ANGELES, CA 90068 A.P.N.: 4348-017-008 & 5572-009-014. Parcel 1: The land hereinafter referred to is situated in the City of Beverly Hills, County of Los Angeles, State of CA and is described as follows: Lot I of Tract No. 16136, in the City of Beverly Hills, County of Los Angeles, State of California, as per Map recorded in Book 376 Page 50 of Maps, in the Office of the County Recorder of said County. Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying below a depth of 500 feet, without the right of surface entry. Parcel 2: The land hereinafter referred to is situated in the City of Los Angeles, County of Los Angeles, State of CA, and is described as follows: Lot 18 of Tract No. 16146, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 415, Pages 26 and 27 of Maps, in the Office of the County Recorder of said County. The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale. NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property,

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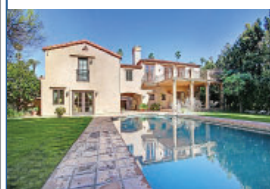
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