



## CITY OF BEVERLY HILLS STAFF REPORT

**Meeting**

**Date:** February 19, 2013

**To:** Honorable Mayor & City Council

**From:** Nancy Hunt-Coffey, Assistant Director of Community Services

**Subject:** Recommendation by Fine Art Commission Council liaisons Brucker and Bosse regarding fine art obligation for 201 N. Rodeo Drive

**Attachments:**

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### **INTRODUCTION**

Staff seeks Council's direction on an agreement with Louis Vuitton and One Rodeo LLC, owner of 201 N. Rodeo Dr., to allow the dome atop the building to be destroyed as part of a proposed renovation of the site. The dome originally met the fine art obligation for the building. The owners propose to provide a security in the amount of one hundred fifty thousand dollars (\$150,000) to guarantee the continued fulfillment of the fine art obligation for the building. The Fine Art Commission and the Fine Art Commission liaisons Brucker and Bosse support this recommendation.

### **DISCUSSION**

In the late 1980s, the property at 9537 Wilshire Blvd. was renovated and became what is known as the One Rodeo property (with an address change to 201 N. Rodeo Dr.). The construction cost for this renovation was such that it triggered a fine art obligation of \$22,000. To meet this obligation, the owners proposed and the Fine Art Committee accepted a dome atop the building at the southeast corner where Rodeo and Wilshire meet. Once installed, this fiberglass reinforced plastic cupola dome was adorned with glass tile work by Larry Evans, who was best known for his 3 dimensional mazes. At that time the fine art obligation could be met through providing an artistic architectural element; however, this provision was subsequently removed from the ordinance. As a result, architectural elements are no longer allowed to satisfy the fine art requirement. In

2001 there was a façade remodel and expansion of the building to convert it to a single occupancy tenant. The dome was retained as part of that renovation, and Bvlgari took over as the single lessee of the space.

Bvlgari has now relocated to a new space. Louis Vuitton has leased One Rodeo and plans to remodel the façade as well as the building to the north which they currently occupy. The dome does not fit in with Louis Vuitton's international design standards and as a result, they have requested the ability to remove the dome. The project valuation for this façade remodel is currently estimated at \$7 million. Since the building had fully met the fine art obligation previously, the proposed project would not normally trigger a new fine art obligation pursuant to an exemption in the Fine Art Ordinance. However, if the dome were to be removed, the building owners would not be covered under this exemption. Discussion has taken place about removing and relocating the dome to another public location; however, this option is cost prohibitive. A condition assessment was conducted on the dome from a structural/materials and art restoration standpoint. The dome is in poor condition. Water intrusion has led to visual damage on the interior of the dome. Additionally, exposure to the elements has resulted in the delamination of many of the mosaic tiles which have been lost over the course of time. There is concern that the dome might not survive removal in the first place, and if it were to survive, the torsion force of the removal may lead to substantial further loss of the mosaic tiles. If the dome were to survive removal from the site, it would take a substantial investment to restore it to usable condition.

After much discussion by the Fine Art Commission, the Council liaison and Louis Vuitton it was agreed that, upon Council approval, Louis Vuitton would be allowed to destroy the dome as part of their remodel as long as Louis Vuitton provides a security in the amount of one hundred fifty thousand (\$150,000) to guarantee the fulfillment of their fine art obligation. Such security shall be returned to Louis Vuitton or cancelled upon the fulfillment by Louis Vuitton of the fine art obligation by either providing fine art as defined in the Fine Art Ordinance, or depositing cash into the Fine Art Fund, or a combination thereof, in the total value of one hundred fifty thousand dollars (\$150,000); provided however, that if the total construction cost of the Building exceeds ten million dollars (\$10,000,000), then the total value of the fine art and/or cash must equal 1.5% of the total construction cost.

The attached agreement lays out the terms of this proposal. Council is asked to give direction on this agreement. This item has been placed on the formal agenda as well, so that Council can vote on the agreement, should they find it acceptable.

### **FISCAL IMPACT**

The proposed security has no direct financial impact on the City.

### **RECOMMENDATION**

This agreement has been placed on the formal agenda for consideration at the February 5, 2013 City Council meeting. Staff will be available at the study session to answer questions and receive direction.

  
Nancy Hunt-Coffey  
Approved By