RESOLUTION NO. 2015-202

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANAHEIM ESTABLISHING A HOTEL INCENTIVE PROGRAM AND DETERMINING SAID ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO CEQA GUIDELINES SECTIONS 15060(c)(2) AND 15060(c)(3) AND NOT A PROJECT UNDER SECTION 15378

WHEREAS, the general welfare and material well-being of the residents of the City of Anaheim ("City") depend, in part, upon the growth and expansion of the tourism industry in the City, with net tax revenue from the Anaheim Resort providing nearly 24% of the City’s general fund budget; and

WHEREAS, the operation, maintenance, and expansion of the inventory of Luxury Hotels in the City will promote and enhance the economy of the City, enhance the capacity of the City with regard to the provision of core municipal services and the revitalization of neighborhoods, and assist the City in achieving its tourism goals by, among other things, providing attractive and desirable visitor serving facilities and experiences that will directly and indirectly contribute to the growth and expansion of tourism opportunities in the City, encouraging the maximum utilization of the Anaheim Convention Center, increasing the quality and value to those attending the Anaheim Convention Center events, providing employment opportunities for the residents of the City, and increasing transient occupancy tax revenues available for the benefit of the City, as a whole. Capitalized terms used in this Resolution shall have the respective meanings set forth below; and

WHEREAS, consistent with the above, the City desires to incentivize operation of Luxury Hotels in the City by establishing the Hotel Incentive Program to provide economic assistance equal to a portion of the transient occupancy tax revenues generated by Luxury Hotels which, but for the Hotel Incentive Program, would not operate within the City; and

WHEREAS, the City Council finds and determines that the implementation of the Hotel Incentive Program is a municipal affair which is (i) consistent with the City’s economic goals and strategies, (ii) a matter of City-wide importance, (iii) necessary for the preservation and
protection of the public health, safety and/or welfare of the community, and (iv) in accord with the public purposes and provisions of applicable State and local laws and requirements; and

WHEREAS, the City Council finds and determines that the implementation of this Hotel Incentive Program through the consideration and potential approval of Operating Covenant Agreements will provide economic incentives to encourage the development, construction and operation of Luxury Hotels and the renovation of Existing Hotels to qualify as Renovated AAA Four Diamond Hotels within the City which will, in turn, (i) provide desirable and attractive experiences for both local residents and tourists, (ii) promote job creation opportunities in the City, (iii) indirectly encourage other property owners to upgrade and enhance properties, (iv) maintain and enhance a consistent business friendly environment, (v) generate net increased transient occupancy tax revenue to the City which will assist in the revitalization of neighborhoods and support the public services provided by the City to its residents, visitors, and businesses, and (vi) increase the economic competitiveness of the City; and

WHEREAS, the City Council finds and determines that the establishment of the Hotel Incentive Program, by the adoption of this Resolution, is not subject to the California Environmental Quality Act of 1970, as amended (Public Resources Code Section 21000 et seq.; herein referred to as “CEQA”), pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State of California Guidelines for Implementation of the California Environmental Quality Act (California Code of Regulations, Title 14, Chapter 3; herein referred to as the “CEQA Guidelines”), because it will not result in a direct or reasonably foreseeable physical change in the environment and is not a “project” as defined in Section 15378 of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anaheim that the foregoing recitals are true and correct and constitute a substantive part of this Resolution.

BE IT FURTHER RESOLVED that the Hotel Incentive Program is established as follows:

Section 1. Definitions. For the provisions of this Resolution, the following definitions shall apply:
a. "AAA Four Diamond Hotel(s)" means a Hotel(s) which provides physical features and operational services which meet or exceed, as determined by the City Manager acting in his/her sole and absolute discretion, the rating criteria established for AAA Four Diamond Hotels or higher by the American Automobile Association. By way of guidance and not as a limitation on the City Manager’s exercise of his/her sole and absolute discretion, the Minimum Development Standards for AAA Four Diamond Hotels and a list of the Brands and Flags which traditionally qualify for AAA Four Diamond Hotel status are attached hereto and incorporated herein by reference as Exhibit A and Exhibit B, respectively. In addition to meeting or exceeding the Minimum Development Standards, Luxury Hotels shall also be required to expend the following Minimum Furniture, Fixture and Equipment Costs and Minimum Shell Costs:

(1) For a New AAA Four Diamond Hotel, the Shell Costs shall be not less than Two Hundred Twenty-Five Thousand Dollars ($225,000) per Guestroom and the Furniture, Fixtures and Equipment Costs shall be not less than Thirty Thousand Dollars ($30,000) per Guestroom.

(2) For a Renovated AAA Four Diamond Hotel, the Shell Costs shall be not less than One Hundred Thousand Dollars ($100,000) per Guestroom and the Furniture, Fixture, and Equipment Costs shall be not less than Thirty Thousand Dollars ($30,000) per Guestroom.

AAA Four Diamond Hotel(s) do not include Hotels operating on or before December 31, 2014 which are not Renovated AAA Four Diamond Hotels, nor does it include property, including both Existing Hotels and/or undeveloped land, that is/are currently the subject of an agreement with the City which agreement provides economic incentives or a financing mechanism for the construction and/or operation of a Hotel.

b. "Applicable Transient Occupancy Tax Rate" means the lesser of the current rate of Transient Occupancy Tax, as applicable from time to time, or fifteen percent (15%). The Applicable Transient Occupancy Tax Rate shall apply for the calculation of any and all Incentive Payments without regard to any increases, at any time, in the rate of the Transient Occupancy Tax.
c. "Base Transient Occupancy Tax" means the average annualized Transient Occupancy Tax paid to the City with respect to an Existing Hotel for the last thirty-six months prior to the date on which the Owner of an Existing Hotel and the City enter into an Operating Covenant Agreement under the Qualified Renovation Program. Base Transient Occupancy Tax shall be increased (but not decreased) annually on the anniversary date of the Operating Covenant Agreement based on the cumulative changes in the CPI from the date of the Operating Covenant Agreement.

d. “Brand” means the entity whose Flag is used to identify the Hotel.

e. “City Manager” means the City Manager of the City or his/her designee.

f. “Convention Center” means the Anaheim Convention Center.

g. “CPI” means the Consumer Price Index-All Urban Consumers for the Los Angeles-Orange-Riverside County Average, Subgroup “All Items” (1982-1984 = 100) as established by the Bureau of Labor Statistics of the U.S. Department of Labor.

h. “Existing Hotel” means a building that was constructed, occupied, and used as a Hotel, or portion thereof, on or before December 31, 2014.

i. “Flag” means the distinctive name of a Hotel that, by virtue of its distinctive name, is identified by specific physical and operational features so that guests are assured that they will receive a specified level of service and amenities wherever the property is located.

j. “Furniture, Fixtures and Equipment” means movable furniture, fixtures or other equipment that have no permanent connection to the structure of a building or utilities within the Hotel, as well as operational supplies. More specifically, furniture, fixtures and/or equipment would include decorative items, wall coverings, flooring treatment, window treatments, casework, furnishings & accessories, furniture, data communications equipment, voice communications equipment, audio visual communications equipment, electronic surveillance equipment, electronic detection and alarm equipment, commercial equipment, foodservice equipment, entertainment equipment, athletic & recreational equipment, collection
and disposal equipment. Operational supplies include all supplies needed for the operation of the hotel, such as stationery, computer equipment and accessories, guestroom TV’s and mounts, alarm clocks in rooms, linen, pillows, maids’ carts and supplies, trash cans, all items for the hotel restaurant, bar, banquet and conference facilities (including china, utensils, glasses, etc.). Furniture, Fixtures and Equipment shall also include, for purposes of “Furniture, Fixtures and Equipment Costs,” taxes, freight, warehouse expense, installation fees and purchasing agent fees.

k. “Furniture, Fixtures and Equipment Costs” mean the actual and direct third party costs of all Furniture, Fixtures and Equipment. For the purpose of determining Minimum Furniture, Fixtures, and Equipment Costs, Furniture, Fixtures and Equipment Costs shall be adjusted annually on January 1 of each year to reflect changes in the CPI, commencing January 1, 2016.

l. “Guestroom(s)” means a room or suite within a Hotel intended for Transient Occupancy by guests for compensation.

m. “Hotel” means any building containing 250 or more Guestrooms.

n. “Hotel Incentive Program” means the program set forth in this Resolution to encourage and incentivize the development, construction and operation of Luxury Hotels and the renovation of Existing Hotels to qualify as Renovated AAA Four Diamond Hotels.

o. “Hotel Operator” means franchisee, manager, lessee, or licensee with whom an Owner has a contract to operate the Luxury Hotel pursuant to a franchise, management, lease, or license arrangement.

p. “Incentive Payments” are the payments made by the City to an Owner pursuant to an Operating Covenant Agreement and described in Section 4 hereof.

q. “Luxury Hotel” means a New AAA Four Diamond Hotel and/or a Renovated AAA Four Diamond Hotel, as applicable.

r. “Minimum Development Standards” are described in Exhibit “A.”
s. "Minimum Furniture, Fixtures, and Equipment Cost" are those identified in the definition of AAA Four Diamond Hotel(s), as adjusted annually.

t. "Minimum Shell Costs" are those identified in the definition of AAA Four Diamond Hotel(s), as adjusted annually.

u. "New AAA Four Diamond Hotel(s)" means a AAA Four Diamond Hotel(s) that was (were) not operating in the City as of December 31, 2014 and is (are) not a Renovated AAA Four Diamond Hotel.

v. "New Hotel" means a Hotel that commences operation on or after January 1, 2015.

w. "Open(s)(ing)(ed) for Business" or "Opening" means the day on which a Luxury Hotel opens for business to the general public.

x. "Operating Covenant Agreement(s)" means the agreement(s) described in Section 3 hereof.

y. "Operating Period" is the period commencing on the Opening of the Luxury Hotel and terminating on the twentieth (20th) anniversary date of the Opening.

z. "Owner" means the person or entity who is the owner of a Hotel or a site upon which a Hotel is to be constructed, whether in the capacity of fee simple owner, lessee, sub-lessee, mortgagee in possession, licensee, franchisee, or any other capacity, or the assignee or designee of such Owner.


bb. "Qualified Renovation Program" means a program undertaken by the Owner of an Existing Hotel which proposes to convert from a Hotel with an American Automobile Association rating of less than Four Diamonds to a AAA Four Diamond Hotel.

cc. "Renovated AAA Four Diamond Hotel(s)" means a Hotel which qualifies as a AAA Four Diamond Hotel under the Qualified Renovation Program.
dd. "Shell Costs" mean actual and direct third party costs of all materials, labor, equipment associated with the construction of the Hotel as determined by the City Manager, acting in his/her sole and absolute discretion. Items excluded from Shell Costs include, without limitation, site costs, parking costs, Furniture, Fixtures and Equipment Costs, architectural, engineering, permits and fees, legal, accounting, taxes, sale or lease commissions, marketing expenses, initial operating capital and other indirect costs, as well as the developer overhead. For purposes of determining Minimum Shell Cost in the definition of AAA Four Diamond Hotel(s), Shell Costs shall be adjusted annually on January 1 of each year to reflect changes in the CPI, commencing January 1, 2016.

ee. "Site Control" means being the Owner of an Existing Hotel or a site on which a Luxury Hotel is proposed.

ff. "Temporary Closure" means a period of time, no longer than reasonably necessary for repairs, reconstruction or resolution of maintenance issues, but in no event longer than two hundred (200) days.

gg. "Transient Occupancy" means an uninterrupted stay of no more than twenty-eight consecutive calendar days.

hh. "Transient Occupancy Tax" means the transient occupancy tax levied and collected pursuant to Chapter 2.12 of Title 2 of the Anaheim Municipal Code, as it may be amended from time to time [and held in the City’s general fund for unrestricted use]. Chapter 2.12 of the Anaheim Municipal Code, as it may be amended from time to time, is referred to therein and herein as the “Transient Occupancy Tax Code,” provided, that, in no event, shall an amendment of the Transient Occupancy Tax Code after the date of this Resolution result in an increase in the Applicable Transient Occupancy Tax Rate.

ii. "Transient Occupancy Tax Increment" means the annual difference between (i) the Base Transient Occupancy Tax and (ii) the amount of Transient Occupancy Tax paid to the City based on the Applicable Transient Occupancy Tax Rate with respect to a Renovated AAA Four Diamond Hotel each year during the Operating Period.
Section 2. Participation in the Hotel Incentive Program. An Owner that wishes to participate in the Hotel Incentive Program must first submit to the City Manager, the following:

a. Evidence of Site Control.

b. Description of development team, including, the development entity, the architect(s), interior designer, landscape architect, and other professional disciplines related to the construction and operation of the Luxury Hotel for the purposes of confirming that the Hotel will be a Luxury Hotel when Opened for Business.

c. Conceptual Operating Plan and design of the Luxury Hotel for the purpose of confirming that the Hotel will be a AAA Four Diamond Hotel when Opened for Business.

d. Evidence of interest by a Brand, Flag, and Hotel Operator in operating a Luxury Hotel within the City.

The City Manager shall determine, acting in his/her sole and absolute discretion, the sufficiency of the submittals.

Section 3. Operating Covenant Agreement. If, based on the information provided pursuant to Section 2 above, the City Manager is satisfied that the Owner is likely to Open and operate a Luxury Hotel, then the City Manager may further decide in his/her discretion to negotiate an Operating Covenant Agreement with the Owner. Any Operating Covenant Agreement that may be negotiated by the City Manager shall be subject to consideration by, and shall not be effective unless approved by, the City Council. In considering a proposed Operating Covenant Agreement, the City Council may approve, deny or modify such proposed agreement acting in its sole and absolute discretion, following compliance with all required and applicable law (including, but not limited to, Government Code Section 53083 and the California Environmental Quality Act). Nothing herein creates an obligation on the part of the City to negotiate and/or approve an Operating Covenant Agreement. The Operating Covenant Agreement will contain, among other items that the City Manager may impose, the following:

a. A recordable covenant by the Owner to operate and maintain the Luxury Hotel as a AAA Four Diamond Hotel for not less than the Operating Period.
b. An obligation on the part of the City to make Incentive Payments contingent upon compliance by the Owner with the Operating Covenant Agreement.

c. An obligation on the part of the Owner to comply with the Prevailing Wage Statutes.

d. An obligation on the part of the Owner to use good faith efforts to hire local residents and contract with local subcontractors, suppliers and other businesses.

e. An obligation on the part of the owner to ensure that all journeymen and apprentices comply with all State labor laws and that the workforce on site meet a specific ratio of apprenticeship program graduates and of OSHA certified workers; along, with the presence of at least one site safety manager with OSHA 30-hour certification.

f. Indemnities by the Owner in favor of the City and related parties as to:

   (1) the condition of the site;

   (2) litigation concerning entitlements and/or enforceability of the Operating Covenant Agreement; and

   (3) Prevailing Wage Statutes.

g. Agreement, assumption of risk and waiver by the Owner that, if the Operating Covenant Agreement is approved by the City prior to consideration by the City of any land use, entering into the Operating Covenant Agreement does not commit the City to consider or undertake acts or activities requiring subsequent independent exercise of discretion, including, but not limited to, the approval of any development proposal (including a Luxury Hotel project) or land use approval governing the site where the Luxury Hotel is proposed. The Owner shall agree that the City retains discretion on potential future actions to approve, deny, modify, and consider alternatives to a proposed project, as well as to impose adequate mitigation measures as may be required by the California Environmental Quality Act.

h. A covenant and agreement by the Owner for itself, its successors, assigns or designees, that during the term of the Operating Covenant Agreement the business and any of
its employees shall not discriminate against any person on the basis of sex, marital status, race, color, religion, ancestry, national origin, physical handicap, sexual orientation, or domestic partnership status.

i. An acknowledgement by the parties that the only remedy for default is specific performance and that monetary damages are not available to the Owner for any City default.

Section 4. Further Terms to be Included in the Operating Covenant Agreement—Incentive Payments.

a. Confirmation that the Luxury Hotel is Operating as a AAA Four Diamond Hotel. Upon completion of a Hotel with respect to which an Operating Covenant Agreement has been entered into, the Owner shall provide to the City, at Owner’s sole cost and expense, an independent third party audit, by an auditor approved by the City, confirming that the Hotel is operating or will operate as a AAA Four Diamond Hotel. The City shall approve or reject the results of such audit acting in its reasonable discretion.

b. Incentive Payments for New AAA Four Diamond Hotel. Upon the confirmation described in Subsection a. of this Section 4, the City shall pay Incentive Payments to an Owner of a New AAA Four Diamond Hotel, pursuant to an Operating Covenant Agreement, in an amount equal to seventy percent (70%) of the Transient Occupancy Tax collected and remitted to the City during the Operating Period based on the Applicable Transient Occupancy Tax Rate with respect to such New AAA Four Diamond Hotel.

c. Incentive Payments for Renovated AAA Four Diamond Hotel. Upon the confirmation described in Subsection a. of this Section 4, the City shall pay Incentive Payments to an Owner of a Renovated AAA Four Diamond Hotel pursuant to an Operating Covenant Agreement, in an amount equal to fifty percent (50%) of the Transient Occupancy Tax Increment collected and remitted to the City during the Operating Period with respect to such Renovated AAA Four Diamond Hotel.

d. Termination of Incentive Payments. Incentive Payments shall terminate, and the Operating Covenant Agreement shall so provide, upon the expiration of the applicable
Operating Period or at such time as the Luxury Hotel ceases to operate as a AAA Four Diamond Hotel for reasons other than Temporary Closure: provided that the Incentive Payments shall terminate upon any closure unless the Owner notifies the City, in writing, of any Temporary Closure within ten (10) days of the initial occurrence of the onset of such condition or conditions that cause such a Temporary Closure.

Section 5. No Pledge. Provisions for the making of Incentive Payments pursuant to the Operating Covenant Agreement shall not be deemed to constitute a pledge of any particular funds by the City, but instead an obligation contingent upon the operation of a Luxury Hotel.

Section 6. Annual Administrative Review. The City Manager shall cause a review of the Hotel Incentive Program each year, or sooner if warranted, and if amendment or termination is warranted, present a proposed amendment to the Hotel Incentive Program to the City Council for its consideration.

Section 7. Administrative Rules and Regulations. Consistent with the intent and goals of this Hotel Incentive Program, the City Manager may adopt administrative rules and regulations for implementation and furtherance of the requirements of this program.

Section 8. Automatic Termination. This Resolution shall automatically terminate on the fifth (5th) anniversary date of approval of this Resolution unless extended by the City Council.
THE FOREGOING RESOLUTION is approved and adopted by the City Council of the City of Anaheim this 16 day of June, 2015 by the following roll-call vote:

AYES: Mayor Pro Tem Kring and Council Members Murray and Brandman

NOES: Mayor Tait and Council Member Vanderbilt

ABSENT: None

ABSTAIN: None

CITY OF ANAHEIM

By

MAYOR OF THE CITY OF ANAHEIM

ATTEST:

CITY CLERK OF THE CITY OF ANAHEIM
EXHIBIT A

DEVELOPMENT STANDARDS FOR AAA FOUR DIAMOND HOTELS

ANAHEIM

Development Guidelines
Four Diamond Hotels

Community and Economic Development Department
Development Guidelines
Four Diamond Hotels

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Community and Economic Development Department
FOUR DIAMOND HOTEL

1. Introduction

Development Guidelines

The City of Anaheim is pleased to introduce the Development Guidelines for Four Diamond Hotels as part of the City's Hotel Incentive Program. The guidelines are based on AAA's Lodging Rating Guidelines for Four Diamond accommodations. Four Diamond establishments are known for being upscale, refined, and stylish. The improvements reflect an obvious enhanced level of quality throughout. Four Diamond Hotels include an extensive array of amenities combined with a high degree of hospitality, service, and attention to detail. We believe the guidelines will provide the framework for the type of quality accommodations the City desires to induce.
FOUR DIAMOND HOTEL

II. Exterior Design Features

Examples

- Enhanced exterior appointments/elements providing a high level of architectural quality;
- Substantial, impressive, well integrated exterior appointments and elements imparting an excellent level of curb appeal and upscale style;
- Prominent entry feature;
- Drive through covered entry including oversized capacity (two-car width and depth) with upscale appointments and designs (i.e. water features, oversized art pieces, landscaped elements);
- Exterior light features to accentuate upscale character of hotel design.
FOUR DIAMOND HOTEL

III. Landscape Elements

Examples

- Professionally designed and manicured landscaped areas;
- Ample quantity and variation of plant material, including ground cover;
- Mature Trees (Date Palms, Canary Island Palm Tree, Mexican Fan Palm, Olive Trees, Giant Bird of Paradise, Brisbane Box, Liquid Amber, etc.);
- A high degree of landscaping throughout property including entry, courtyards, gardens, pool areas, walkways and parking areas;
- Landscaping incorporating water features and art pieces.
FOUR DIAMOND HOTEL

IV. Swimming Pool

Examples

- Pool area reflecting the use of upscale building materials such as pebble tech, stone, mosaic tiles, and custom plaster finishes;
- A variety of design features such as beach entry, water feature, grotto, and hot tub area;
- A variety of pool furniture including lounge chairs, cabanas, and umbrellas;
- Towel service available;
- Pool side food and beverage service available.
FOUR DIAMOND HOTEL

V. General Décor/Style

• Predominantly upscale style that provides a high degree of comfort;
• Professionally styled by an interior design firm.

Wall Coverings
• High quality textured and painted finishes;
• Upscale design enhancements; accent walls, furniture finish, wood paneling, soft wall coverings, ceiling trim, architectural features wainscot, wood baseboards and trim.

Exterior Corridors
• Building structure and design significantly enhanced in form and function with some architectural appointments;
• Enhanced roofs, moldings, window treatments, etc.;
• Upscale building design.

Floor Covering
• High grade wood, marble, granite, or other upscale stone floor;
• High density pile carpet with padding providing exceptional comfort underfoot.

Landscaping - Interior Corridors
• Various landscape features well coordinated for form, function and seasonality;
• Plants integrated with buildings walkways, parking lots, courtyards, and interior gardens;
• Variety of mature plants in planters or oversized pots;
• Professionally designed and manicured.
FOUR DIAMOND HOTEL

VI. Interior

Illumination
• Lighting fixtures reflecting upscale design and excellent level of overall illumination;
• Quality interior lighting program creating an upscale environment including quality lighting fixtures, chandeliers, spot lights, and recessed lights;
• A lighting program including exterior up and down lighting, LED lights on the building exterior, a combination of lighting that provides an excellent level of overall illumination for the building.

Signage
• Prominent;
• Upscale and stylish;
• Upscale design in various locations;
• Key directional signage.

Registration Area
• Area size and placement of appointments provide an obvious degree of spaciousness allowing increased ease of movement for many guest;
• Seating areas adjacent to registration area;
• Multiple conversational groupings including one or more privacy areas;
• Identifiable guest service area and bell stand.

Ceilings
• Architectural design features such as: trey beams, medallions, vaulted/volume murals/stencils with textured finishes including knockdown, orange peel, comb, slap brush, etc.;
• Tin tiles or skylights, ceiling fans, spot lights, hallow lighting or other special effect lighting.
VI. Interior

Furniture
- Upscale furniture;
- Contemporary or antique upscale style and materials such as: solid wood, polished metals, leathers, designer fabric, veneer finishes with solid wood accents, laminate insets;
- Provide an exceptional degree of comfort.

Elevators
- Primarily dedicated to guestroom use;
- Prompt response, quick moving and spacious;
- Recessed from the lobby and guestroom corridors;
- Multiple elevators including upscale appointments;
- Elevator landings may include a variety of upscale furnishings (minimum five), such as a sofa, table, lamps/wall sconce, telephone, artwork, chairs, mirrors, flower, plants, fountains, aquarium, or LCD/Plasma televisions/information screens;
- A separate service elevator for staff use.
FOUR DIAMOND HOTEL

VII. Services, Amenities & Appointments

Examples

Appointments and Services
• Abundant variety of live plants, fresh flowers or silk floral arrangements used to enhance the upscale theme of the hotel;
• Live or prerecorded background music played in lobby area, elevators, and elevator landings;
• Valet laundry and pressing available.
• Doormen and bell service;
• Concierge service available.
• Luggage carts with brass finish;
• High speed internet (Wi-fi) in lobby area.

Gym
• Five or more pieces of “state of the art” exercise equipment, including cardio and weight training capability;
• Towel services;
• Complimentary water.
Examples of Amenities/Public Areas

- Spa
- Retail
- Theater
- Event/meeting rooms
- Unique restaurants or upscale restaurant
- Lounge and Bar
- Concert/Theater Venue
- Sports Bar
- Night Club
- Comedy Club
- Themed Pool
- Gym facility
- Boutiques – high end fashion merchandise
- Etc.

A key component of 4 Diamond hotels is the amenity package that is provided such as upscale fine dining, spas, concert venues, night clubs, comedy clubs, bar and lounges, etc.
FOUR DIAMOND HOTEL

VIII. Guest Rooms

Examples

General Décor and Style

- Predominantly upscale style that provides an exceptional degree of comfort;
- Decorative, luxurious, and artistic appointments that are attractive and well coordinated;
- Stylish rooms.
FOUR DIAMOND HOTEL

VIII. Guest Rooms

Free Floor Space
• Room size and placement of appointments provide obvious degree of spaciousness, allowing increased ease of movement for multiple guests.

Window Coverings
• Three or more professionally designed enhancements such as blinds, shutters, fabric, side panels, valances, cornices, etc.;
• Automatic or manual blinds.

Bedding
• Bed coverings include three or more accent features such as a comforter, duvet, bed throw/scarf, multiple pillows, sham or triple sheeting;
• Bed linens not less than 250 thread count, tightly woven, crisp, and very soft to touch;
• Pillows of an upscale grade such as down or feather.

Bed
• Upscale headboard, bed base, and premium mattress which includes a comfort enhancement such as a pillow top, memory foam padding, adjustable comfort level, etc.

Wall Hangings/Decorative Enhancements
• A variety of matted and framed artwork (varied sizes and depictions) or other appointments that provide a distinctive or thematic upscale appeal.

Ceilings
• Predominant use of decorative enhancements to painted drywall, such as a textured finished;
• An architectural feature such as beams, treys, vaulted or volume, skylights, ceiling fans, special effect lighting (halo lighting), etc.

Wall Coverings
• Significant upscale design enhancement, such as a accent wall, furniture finish wood paneling, soft wall coverings, ceiling trim, architectural feature, wainscot, chair rails, baseboards, etc.

Floor Coverings
• High grade wood, marble, granite, or high density pile carpet with padding that provides exceptional underfoot comfort.
FOUR DIAMOND HOTEL

VIII. Guest Rooms

Furniture
• Contemporary and upscale furniture with upscale style and materials such as solid wood, polished materials, leather, designer fabric, veneer finishes with solid wood accents, laminate insets, etc.;
• Furniture provides an exceptional degree of comfort.

Storage
• Sufficient space for two pieces of luggage;
• Upgraded wooden or design style benches for luggage;
• Total storage space to accommodate the needs of three or more guests.

Work Space
• Large desk provides ample work space for laptop, three 8x10 reference material items, a portable printer;
• Multiple electrical outlets (not in use);
• USB outlet(s);
• Desk lighting or overhead lighting.

Seating
• Comfortable seating for three guests;
• Upscale materials and design in expanded seating such as a love seat, sofa, or oversized chair with ottoman.

Ventilation
• In-room central heating and air conditioning with digital thermostat control;
• Ceiling fan optional.

Television
• Minimum 40 inch flat screen TV, such as a plasma, LCD, LED, etc.;
• Cables or cords hidden from view (in wall).

Other Electronics
• Digital clock;
• Radio/CD Player/MP3 docking station.
Examples

- Bathroom size and appointments provide obvious degree of spaciousness and upscale style;
- Marble, granite, or other upscale flooring material;
- Decorative wall treatment, such as drywall with textured and painted finish, decorative vinyl coverings, or select grade wood, tile or stone;
- At least one significant upscale design enhancement such as an accent wall(s), furniture finish wood paneling, ceiling trim, architectural feature, wainscot, etc.
FOUR DIAMOND HOTEL

IX. Guest Bathrooms

Bathroom Ceilings
• Predominant use of decorative enhancements to painted drywall, such as: advanced textured finish or select grade or stone;
• At least one architectural feature such as treys, beams, moldings, medallions, raised/vaulted volume, murals/stencils, tin tiles, skylights, ceiling fan, or special light effects;
• Bathroom Equipment.

Shower
• Oversized (minimum of 12 square feet);
• If separate from tub (or shower only) base shall have upscale material such as stone, porcelain tiles, granite or marble;
• Heavyweight glass door with/or without metal frame or double curtains;
• Shower fittings shall be of an enhanced style, modern design, with a fixed oversized showerhead.

Vanity
• Well integrated into the design of the overall bathroom for convenience and comfort.

Tub
• Decoratively enhanced or augmented for comfort or function;
• Enhanced size, minimum 4 ½ feet in length and 14 inches in depth;
• Shape shall be free form, oval, or round.

Sink
• Porcelain, steel or glass sink with upscale counter enhancements such as wall mounted faucets or upscale counter mounted faucets.

Mirror
• Large mirror with upscale frame.

Cabinetry
• Upscale furniture, complimentary of room style and finishes.

Illumination
• Upscale illumination design providing good level of overall illumination.
FOUR DIAMOND HOTEL

X. Guest Parking

Examples

- Secured private covered parking;
- Parking structure concealed from public view or enhanced with landscaping, lighting, screening or exterior graphics;
- Valet parking available;
- Taxi service available;
- Shuttle service available.
Development Guidelines
Four Diamond Hotels

Community and Economic Development Department
EXHIBIT B

LIST OF BRANDS

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<th>City of Anaheim</th>
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