

Appendix B

Notice of Preparation/Recirculated Notice of Preparation Comment Letters

NATIVE AMERICAN HERITAGE COMMISSION
Cultural and Environmental Department
1550 Harbor Blvd., Suite 100
West Sacramento, CA 95691 Phone: (916) 373-3710
Email: nahc@nahc.ca.gov
Website: <http://www.nahc.ca.gov>



PLANNING DIVISION

2019 NOV 19 P 4: 28

November 13, 2019

Daniel Villa
Burbank, City of
150 North Third Street
Burbank, CA 91510

RE: SCH# 2019110032, 2500 N. Hollywood Way - Dual Brand Hotel Project, Los Angeles County

Dear Mr. Villa:

The Native American Heritage Commission (NAHC) has received the Notice of Preparation (NOP), Draft Environmental Impact Report (DEIR) or Early Consultation for the project referenced above. The California Environmental Quality Act (CEQA) (Pub. Resources Code §21000 et seq.), specifically Public Resources Code §21084.1, states that a project that may cause a substantial adverse change in the significance of a historical resource, is a project that may have a significant effect on the environment. (Pub. Resources Code § 21084.1; Cal. Code Regs., tit.14, §15064.5 (b) (CEQA Guidelines §15064.5 (b)). If there is substantial evidence, in light of the whole record before a lead agency, that a project may have a significant effect on the environment, an Environmental Impact Report (EIR) shall be prepared. (Pub. Resources Code §21080 (d); Cal. Code Regs., tit. 14, § 5064 subd.(a)(1) (CEQA Guidelines §15064 (a)(1)). In order to determine whether a project will cause a substantial adverse change in the significance of a historical resource, a lead agency will need to determine whether there are historical resources within the area of potential effect (APE).

CEQA was amended significantly in 2014. Assembly Bill 52 (Gatto, Chapter 532, Statutes of 2014) (AB 52) amended CEQA to create a separate category of cultural resources, "tribal cultural resources" (Pub. Resources Code §21074) and provides that a project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment. (Pub. Resources Code §21084.2). Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource. (Pub. Resources Code §21084.3 (a)). **AB 52 applies to any project for which a notice of preparation, a notice of negative declaration, or a mitigated negative declaration is filed on or after July 1, 2015.** If your project involves the adoption of or amendment to a general plan or a specific plan, or the designation or proposed designation of open space, on or after March 1, 2005, it may also be subject to Senate Bill 18 (Burton, Chapter 905, Statutes of 2004) (SB 18). **Both SB 18 and AB 52 have tribal consultation requirements.** If your project is also subject to the federal National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (NEPA), the tribal consultation requirements of Section 106 of the National Historic Preservation Act of 1966 (154 U.S.C. 300101, 36 C.F.R. §800 et seq.) may also apply.

The NAHC recommends consultation with California Native American tribes that are traditionally and culturally affiliated with the geographic area of your proposed project as early as possible in order to avoid inadvertent discoveries of Native American human remains and best protect tribal cultural resources. Below is a brief summary of portions of AB 52 and SB 18 as well as the NAHC's recommendations for conducting cultural resources assessments.

Consult your legal counsel about compliance with AB 52 and SB 18 as well as compliance with any other applicable laws.

AB 52

AB 52 has added to CEQA the additional requirements listed below, along with many other requirements:

1. **Fourteen Day Period to Provide Notice of Completion of an Application/Decision to Undertake a Project:** Within fourteen (14) days of determining that an application for a project is complete or of a decision by a public agency to undertake a project, a lead agency shall provide formal notification to a designated contact of, or tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, to be accomplished by at least one written notice that includes:
 - a. A brief description of the project.
 - b. The lead agency contact information.
 - c. Notification that the California Native American tribe has 30 days to request consultation. (Pub. Resources Code §21080.3.1 (d)).
 - d. A "California Native American tribe" is defined as a Native American tribe located in California that is on the contact list maintained by the NAHC for the purposes of Chapter 905 of Statutes of 2004 (SB 18). (Pub. Resources Code §21073).
2. **Begin Consultation Within 30 Days of Receiving a Tribe's Request for Consultation and Before Releasing a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report:** A lead agency shall begin the consultation process within 30 days of receiving a request for consultation from a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project. (Pub. Resources Code §21080.3.1, subds. (d) and (e)) and prior to the release of a negative declaration, mitigated negative declaration or Environmental Impact Report. (Pub. Resources Code §21080.3.1(b)).
 - a. For purposes of AB 52, "consultation shall have the same meaning as provided in Gov. Code §65352.4 (SB 18). (Pub. Resources Code §21080.3.1 (b)).
3. **Mandatory Topics of Consultation If Requested by a Tribe:** The following topics of consultation, if a tribe requests to discuss them, are mandatory topics of consultation:
 - a. Alternatives to the project.
 - b. Recommended mitigation measures.
 - c. Significant effects. (Pub. Resources Code §21080.3.2 (a)).
4. **Discretionary Topics of Consultation:** The following topics are discretionary topics of consultation:
 - a. Type of environmental review necessary.
 - b. Significance of the tribal cultural resources.
 - c. Significance of the project's impacts on tribal cultural resources.
 - d. If necessary, project alternatives or appropriate measures for preservation or mitigation that the tribe may recommend to the lead agency. (Pub. Resources Code §21080.3.2 (a)).
5. **Confidentiality of Information Submitted by a Tribe During the Environmental Review Process:** With some exceptions, any information, including but not limited to, the location, description, and use of tribal cultural resources submitted by a California Native American tribe during the environmental review process shall not be included in the environmental document or otherwise disclosed by the lead agency or any other public agency to the public, consistent with Government Code §6254 (r) and §6254.10. Any information submitted by a California Native American tribe during the consultation or environmental review process shall be published in a confidential appendix to the environmental document unless the tribe that provided the information consents, in writing, to the disclosure of some or all of the information to the public. (Pub. Resources Code §21082.3 (c)(1)).
6. **Discussion of Impacts to Tribal Cultural Resources in the Environmental Document:** If a project may have a significant impact on a tribal cultural resource, the lead agency's environmental document shall discuss both of the following:
 - a. Whether the proposed project has a significant impact on an identified tribal cultural resource.
 - b. Whether feasible alternatives or mitigation measures, including those measures that may be agreed to pursuant to Public Resources Code §21082.3, subdivision (a), avoid or substantially lessen the impact on the identified tribal cultural resource. (Pub. Resources Code §21082.3 (b)).

7. Conclusion of Consultation: Consultation with a tribe shall be considered concluded when either of the following occurs:
 - a. The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource; or
 - b. A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached. (Pub. Resources Code §21080.3.2 (b)).
8. Recommending Mitigation Measures Agreed Upon in Consultation in the Environmental Document: Any mitigation measures agreed upon in the consultation conducted pursuant to Public Resources Code §21080.3.2 shall be recommended for inclusion in the environmental document and in an adopted mitigation monitoring and reporting program, if determined to avoid or lessen the impact pursuant to Public Resources Code §21082.3, subdivision (b), paragraph 2, and shall be fully enforceable. (Pub. Resources Code §21082.3 (a)).
9. Required Consideration of Feasible Mitigation: If mitigation measures recommended by the staff of the lead agency as a result of the consultation process are not included in the environmental document or if there are no agreed upon mitigation measures at the conclusion of consultation, or if consultation does not occur, and if substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource, the lead agency shall consider feasible mitigation pursuant to Public Resources Code §21084.3 (b). (Pub. Resources Code §21082.3 (e)).
10. Examples of Mitigation Measures That, If Feasible, May Be Considered to Avoid or Minimize Significant Adverse Impacts to Tribal Cultural Resources:
 - a. Avoidance and preservation of the resources in place, including, but not limited to:
 - i. Planning and construction to avoid the resources and protect the cultural and natural context.
 - ii. Planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.
 - b. Treating the resource with culturally appropriate dignity, taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following:
 - i. Protecting the cultural character and integrity of the resource.
 - ii. Protecting the traditional use of the resource.
 - iii. Protecting the confidentiality of the resource.
 - c. Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.
 - d. Protecting the resource. (Pub. Resource Code §21084.3 (b)).
 - e. Please note that a federally recognized California Native American tribe or a non-federally recognized California Native American tribe that is on the contact list maintained by the NAHC to protect a California prehistoric, archaeological, cultural, spiritual, or ceremonial place may acquire and hold conservation easements if the conservation easement is voluntarily conveyed. (Civ. Code §815.3 (c)).
 - f. Please note that it is the policy of the state that Native American remains and associated grave artifacts shall be repatriated. (Pub. Resources Code §5097.991).
11. Prerequisites for Certifying an Environmental Impact Report or Adopting a Mitigated Negative Declaration or Negative Declaration with a Significant Impact on an Identified Tribal Cultural Resource: An Environmental Impact Report may not be certified, nor may a mitigated negative declaration or a negative declaration be adopted unless one of the following occurs:
 - a. The consultation process between the tribes and the lead agency has occurred as provided in Public Resources Code §21080.3.1 and §21080.3.2 and concluded pursuant to Public Resources Code §21080.3.2.
 - b. The tribe that requested consultation failed to provide comments to the lead agency or otherwise failed to engage in the consultation process.
 - c. The lead agency provided notice of the project to the tribe in compliance with Public Resources Code §21080.3.1 (d) and the tribe failed to request consultation within 30 days. (Pub. Resources Code §21082.3 (d)).

The NAHC's PowerPoint presentation titled, "Tribal Consultation Under AB 52: Requirements and Best Practices" may be found online at: http://nahc.ca.gov/wp-content/uploads/2015/10/AB52TribalConsultation_CalEPAPDF.pdf

SB 18

SB 18 applies to local governments and requires local governments to contact, provide notice to, refer plans to, and consult with tribes prior to the adoption or amendment of a general plan or a specific plan, or the designation of open space. (Gov. Code §65352.3). Local governments should consult the Governor's Office of Planning and Research's "Tribal Consultation Guidelines," which can be found online at: https://www.opr.ca.gov/docs/09_14_05_Updated_Guidelines_922.pdf

Some of SB 18's provisions include:

1. **Tribal Consultation:** If a local government considers a proposal to adopt or amend a general plan or a specific plan, or to designate open space it is required to contact the appropriate tribes identified by the NAHC by requesting a "Tribal Consultation List." If a tribe, once contacted, requests consultation the local government must consult with the tribe on the plan proposal. **A tribe has 90 days from the date of receipt of notification to request consultation unless a shorter timeframe has been agreed to by the tribe.** (Gov. Code §65352.3 (a)(2)).
2. **No Statutory Time Limit on SB 18 Tribal Consultation.** There is no statutory time limit on SB 18 tribal consultation.
3. **Confidentiality:** Consistent with the guidelines developed and adopted by the Office of Planning and Research pursuant to Gov. Code §65040.2, the city or county shall protect the confidentiality of the information concerning the specific identity, location, character, and use of places, features and objects described in Public Resources Code §5097.9 and §5097.993 that are within the city's or county's jurisdiction. (Gov. Code §65352.3 (b)).
4. **Conclusion of SB 18 Tribal Consultation:** Consultation should be concluded at the point in which:
 - a. The parties to the consultation come to a mutual agreement concerning the appropriate measures for preservation or mitigation; or
 - b. Either the local government or the tribe, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached concerning the appropriate measures of preservation or mitigation. (Tribal Consultation Guidelines, Governor's Office of Planning and Research (2005) at p. 18).

Agencies should be aware that neither AB 52 nor SB 18 precludes agencies from initiating tribal consultation with tribes that are traditionally and culturally affiliated with their jurisdictions before the timeframes provided in AB 52 and SB 18. For that reason, we urge you to continue to request Native American Tribal Contact Lists and "Sacred Lands File" searches from the NAHC. The request forms can be found online at: <http://nahc.ca.gov/resources/forms/>

NAHC Recommendations for Cultural Resources Assessments

To adequately assess the existence and significance of tribal cultural resources and plan for avoidance, preservation in place, or barring both, mitigation of project-related impacts to tribal cultural resources, the NAHC recommends the following actions:

1. Contact the appropriate regional California Historical Research Information System (CHRIS) Center (http://ohp.parks.ca.gov/?page_id=1068) for an archaeological records search. The records search will determine:
 - a. If part or all of the APE has been previously surveyed for cultural resources.
 - b. If any known cultural resources have already been recorded on or adjacent to the APE.
 - c. If the probability is low, moderate, or high that cultural resources are located in the APE.
 - d. If a survey is required to determine whether previously unrecorded cultural resources are present.
2. If an archaeological inventory survey is required, the final stage is the preparation of a professional report detailing the findings and recommendations of the records search and field survey.
 - a. The final report containing site forms, site significance, and mitigation measures should be submitted immediately to the planning department. All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum and not be made available for public disclosure.
 - b. The final written report should be submitted within 3 months after work has been completed to the appropriate regional CHRIS center.

3. Contact the NAHC for:
 - a. A Sacred Lands File search. Remember that tribes do not always record their sacred sites in the Sacred Lands File, nor are they required to do so. A Sacred Lands File search is not a substitute for consultation with tribes that are traditionally and culturally affiliated with the geographic area of the project's APE.
 - b. A Native American Tribal Consultation List of appropriate tribes for consultation concerning the project site and to assist in planning for avoidance, preservation in place, or, failing both, mitigation measures.
4. Remember that the lack of surface evidence of archaeological resources (including tribal cultural resources) does not preclude their subsurface existence.
 - a. Lead agencies should include in their mitigation and monitoring reporting program plan provisions for the identification and evaluation of inadvertently discovered archaeological resources per Cal. Code Regs., tit. 14, §15064.5(f) (CEQA Guidelines §15064.5(f)). In areas of identified archaeological sensitivity, a certified archaeologist and a culturally affiliated Native American with knowledge of cultural resources should monitor all ground-disturbing activities.
 - b. Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the disposition of recovered cultural items that are not burial associated in consultation with culturally affiliated Native Americans.
 - c. Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the treatment and disposition of inadvertently discovered Native American human remains. Health and Safety Code §7050.5, Public Resources Code §5097.98, and Cal. Code Regs., tit. 14, §15064.5, subdivisions (d) and (e) (CEQA Guidelines §15064.5, subs. (d) and (e)) address the processes to be followed in the event of an inadvertent discovery of any Native American human remains and associated grave goods in a location other than a dedicated cemetery.

If you have any questions or need additional information, please contact me at my email address:

Andrew.Green@nahc.ca.gov.

Sincerely,



Andrew Green
Staff Services Analyst

cc: State Clearinghouse

Law Offices of Robert H. Bisno
9255 Sunset Boulevard, Suite 630
Los Angeles, California 90069

PLANNING DIVISION

2019 DEC -2 A 9:53

310 277-3670 p; 310 277-3787 f; 310 488-0110 c; rhbisno@gmail.com

November 27, 2019

Mr. Daniel Villa
City of Burbank, Planning Department
275 East Olive Avenue
Burbank, CA 91502

Sent by US Mail and Email: dvilla@burbankca.gov

cc: Jill Vander Borghht Email: jvanderborghht@burbankca.gov

RE: 2500 Hollywood Way, Burbank, CA 91505
Development Agreement Application/Community Meeting and Scoping
Meeting

Dr. Mr. Villa;

This letter will address the issues and concerns I raised November 20, 2019 at the community meeting and scoping meeting. By reference I incorporate and adopt the concerns I voiced November 20, 2019, in this letter.

To set the stage, the current planned development zoning for the Marriott Hotel, Convention Center and Office Building is PD 89. This zoning encompasses both the Hotel/Convention Center and Office Building parcels, including all parking areas. Thus PD 89-1 cannot be amended without the consent of both parties because amendment relies upon the development agreement approved in conjunction with PD 89-1 and section 16 of that development agreement requires all parties' approval. My client is one of the parties that must approve.

In the event the new zoning is requested by the applicant is another planned development zone, there is no provision in the City's Zoning Ordinance for a property being governed by two PD zones thus any effort to fit a round peg into a square hole can not be successful. The City will have to change its Zoning Regulations if it wishes to attempt such a procedure, which, in my view, would not be successful in any case.

That the City is trying to desperately force a round peg into a square hole exposes both a purposeful discrimination against my client and the City's realization that, according to recent budget disclosures (FY 2018-2019, taken from the City's website):

- **The General Fund will spend millions more than it takes in** (page 2, the chart);
- **The total of all revenues verses appropriations reveals a shortfall of over fifteen million dollars (\$15,000,000)** (page 2, the chart);
- **Even more alarming, the unfunded pension liability totals in excess of Three Hundred Sixty Million Dollars (\$360,000,000)** (page 5, last paragraph on the page):

and,

- **The annual cost to the already underwater general fund will increase from \$12,900,000 in FY 2017-2018 to \$31,100,000 by fy 2024-2025 (see the footnote to Table 2 of the above described budget** (page 5) and Chart 4 (page 6);

With property tax and sales taxes being the cow that the City hoped to continue milking, it is no surprise the City will bend or break the zoning and development rules to increase property taxes, sales taxes and that extremely valuable hotel tax, extremely valuable as no one who lives in the City pays it, so it is politically expedient.

The Development Agreement application (and rezoning to a new Planned Development zone) by the Marriott Hotel and Convention Center owner, AWH Burbank Hotel, LLC, or any party owning 2550 Hollywood Way, Burbank, CA 91505, is both legally defective and deficient on its face and, under the current zoning regulations and other City codes, cannot be processed without the approval of all of the "property owners." You will note in applications for a development agreement, and otherwise, a property owner must declare, under penalty of perjury that ***"I am the legally authorized owner of the property involved in this application or have been empowered to sign as the owner..."*** There is a similar declaration under penalty of perjury which must be made by the applicant. Neither the property owner (AWH Burbank Hotel, LLC) nor the applicant can make such a declaration, at least not truthfully that is. A declaration which is known to be untrue cannot be the basis for a development agreement or any legitimate action by the City.

In support of the above I enclose the Reciprocal Parking and Maintenance Agreement, recorded December 24, 1997 ("REA"). As the REA is recorded the City has notice of the same. The REA benefits and burdens 2500 Hollywood Way, which includes the Marriott Hotel, Convention Center and some of the jointly used parking area as well as my client's property, 2550 Hollywood Way, an office building and some jointly used parking.

REA Section 2.1 describes the Hotel Owner (the owner of 2300 Hollywood way) granting to the Office Building Owner (the owner of 2550 Hollywood Way) a nonexclusive easement over the ***"driveway located on the hotel parcel and further rights."***

REA Section 1.1, Definitions, provides "Driveways" shall mean **all driveway areas now or hereinafter located on either the hotel parcel or the office parcel.** This makes it clear that the Office Building Owner,

my client, has a recorded easement over all of the Driveways currently existing or hereinafter located.

REA Section 2.2A further sets forth that the **Hotel Owner grants the Office Building Owner an easement for vehicular and pedestrian use in the “parking area of the hotel parcel.”**

REA Section 1.1 “Parking Areas” *means those areas within the office parcel or hotel parcel as are now, or may hereafter, may be established by the respective owners to be used for the parking of automobiles and other vehicles.*

The actual areas that are subject to these easements, to the extent they were not defined specifically by a legal description or meets and bounds, constitute a **“floating easement.”** This type of easement, a floating easement, becomes fixed by the first usage and unless the right to change is expressly granted or reserved the usage may not be modified either in location or in degree beyond that originally established. *Please see City of Los Angeles vs. Howard (1996) 244 Cal.app.2d 538, Footnote 1.*

It is beyond any dispute that an easement is an interest in real property. Thus, my client’s interest in real property, the easements, and their identified location (whether or not they started “floating easements”) must be recognized and respected by the City and the owner of the Marriott Hotel and Convention Center.

The property’s owner affidavit and applicant’s affidavit for the development agreement, or as to any application where a property owner or applicant related to a property owner must sign, to the extent they are not signed by my client, as the holder of an easement, are invalid as they are missing a signature of a property owner.

Any taking, that is any action taken by the City which reduces my client's easements rights is either condemnation or inverse condemnation. Reid et al. v. City of San Diego 24 Cal.App.5th 343 (2018) **Footnote 15**, **"...because the exercise of eminent domain is a matter of statewide concern, charter cities may not pass legislation exempting themselves from the requirements of statutory rules applicable to the exercise of eminent domain. (See City and County of San Francisco v. PCF Acquisitionco, LLC (2015) 237 Cal.App.4th 90, 96, 187 Cal.Rptr.3d 591.)**

Property Reserve, Inc. v. Superior Court (2016) 1 Cal.5th 151, 196, " is well established that an easement may constitute a compensable property interest for purposes of the takings clause. (See, e.g., *City of Los Angeles v. Ricards* (1973) 10 Cal.3d 385, 388–389, 110 Cal.Rptr. 489, 515 P.2d 585 (Ricards) [inverse condemnation action for temporary destruction of property owner's easement over a bridge that afforded access to owner's property]; *Pacific Gas & Electric v. Hufford* (1957) 49 Cal.2d 545, 319 P.2d 1033 [condemnation action to obtain an easement for the construction, operation, and maintenance of electrical transmission line]; see generally 1 Matteoni, *Condemnation Practice in Cal.* (3d ed.2014) § 4.80, pp. 4–130 to 4–132.)

Should the City wish to proceed with any actions that take from my client any of its easement rights, demand is hereby made the City proceed with an action in condemnation. A WRIT proceeding lies to require a City proceed by condemnation if it attempts to take a real property interests by some sort of shortcut process.

I urge you and the City Attorney's office to review *SCI California Funeral Services, Inc vs. Five Bridges Foundation* (2012) 203 Cal.app.4th, 549, which recognizes that a Court can consider, as the measure of damages, an easement having demonstrable value as an asset to be

sold or traded to the owner of the servient estate. At 570, ***“To estimate this value, the court looked at how much more Cypress Abbey's servient property would be worth if it were unencumbered and could be developed for commercial purposes.”*** That is precisely the situation we have here and the value of this asset is substantial as described below.

As the City is no doubt aware, the value of the property taken in either a condemnation action or an inverse condemnation action is a question for the jury. Shedding some light on this, in the recent trial between Hollywood Way SHG, and AWH Burbank Marriott Hotel, LLC, at which you testified, the testimony, of Mr. Alex Ghassemieh, as allowed by the Court, provided that he had offered, as a settlement, to amend the REA easements so to allow development by AWH, for eight million dollars (\$8,000,000). This eight million dollars (\$8,000,000) was offered as a **settlement** and as such was a significant discount to the true value of the easements the City will take (and for which it will pay) if it approves the application AWH has filed. The true fair value of the easements are, I believe, a several times multiple of this amount. I will detail the easement value methodology in a meeting if that would be of interest to the City.

This office is also pleased to meet with the City to discuss the condemnation or inverse condemnation process should that be of interest to the City.

Separate, apart and independent of the above, in my research on the subject there appears to be **no precedent** in the City of Burbank for processing, much less approving, a development agreement application that is opposed by the owner of an easement that is to be subject to the development agreement. If you have such precedent, please point it out to me. Processing a development agreement without the consent of all of the property owners involved is contrary to the purpose of a

development agreement and planned development zone which requires the consent of the property owners. Again, this would be an action in condemnation or, in the alternative, inverse condemnation.

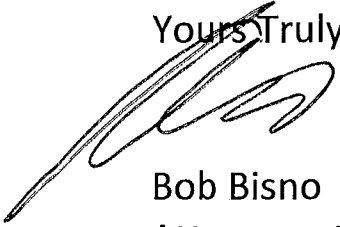
I also incorporate by reference my letter to you of October 31, 2016, with attachments describing potential damages caused by the City to my client.

In conclusion on this topic, while my client may also have an action against the owner of the Marriott Hotel and Convention Center, that action does not absolve the City from condemnation or inverse condemnation liability, or liability under any other theory, nor does it eliminate the City's responsibility to follow its own laws.

With regards to the matters should be studied under an environmental impact report, while we believe the above matters should be studied, the below listed matters should also be studied: **air quality, archeologic, historic, biological resources, parking, drainage/absorption, economic/jobs, flood plan/flooding, fire hazard, geologic/seismic, minerals, noise, population/housing balance, jobs/housing, public services, recreation/parks, schools/universities, sewer capacity, soil erosion/compaction/grading, waste, solid waste, toxic/hazardous, traffic circulation, vegetation, water quality, water supply, land use, cumulative effects (including the more than one million square feet for which entitlements are sought nearby) as well as the immediately adjacent media studio's project, aesthetics/visual, growth inducing, and legal uses of real estate under the zoning regulation of the City.**

As I have written above, I would be pleased to meet and confer with members of the City on matters set forth herein or other matters related to my client's property.

Yours Truly,

A handwritten signature in black ink, appearing to read 'Bob Bisno', written over the text 'Yours Truly,'.

Bob Bisno
Attorney at Law

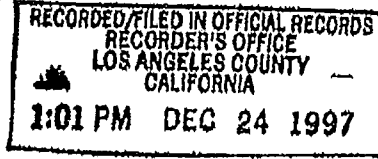
RECORDING REQUESTED BY:

Burbank Partners, LLC
c/o Wolff DiNapoli LLC
11828 La Grange Avenue
Suite 200
Los Angeles, California 90025

97 2019758

WHEN RECORDED, MAIL TO:

Greenberg Glusker Fields
Claman & Machtinger LLP
1900 Avenue of the Stars
Suite 2200
Los Angeles, California 90067
Attn: William A. Halama, Esq.



FEE \$ 46.00

Space Above For Recorder's Use Only

D.A FEE Code 20 \$ 2.00

RECIPROCAL PARKING AND MAINTENANCE AGREEMENT
(Burbank Hilton and Office Complex)

This Reciprocal Parking and Maintenance Agreement ("Agreement") is made as of this _____ of December, 1997 by Burbank Partners, LLC, a California limited liability company ("Declarant") with reference to the following facts:

A. Declarant is the owner of that certain real property ("Property") described in Exhibit "A" hereto. Declarant intends to subdivide the Property into two (2) separate parcels in accordance with the California Subdivision Map Act. A copy of the preliminary parcel map for the Property showing such proposed division is attached hereto as Exhibit "B". Parcel 1 as shown in Exhibit "B" is referred to herein as the "Hotel Parcel" and Parcel 2 is referred to as the "Office Parcel".

B. The Office Parcel is presently improved with a six story office building, containing approximately 88,000 square feet and the Hotel Parcel adjoins the Office Parcel and is improved with a hotel with approximately 500 guest rooms.

C. Declarant desires to establish certain reciprocal agreements, easements, covenants, and conditions with respect to both the Office Parcel and the Hotel Parcel which reciprocal agreements, easements, covenants, and conditions will inure to the benefit of, and be binding upon, each of the parties and all successor owners of any interest in either Parcel.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

9511900103-687342.6

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ARTICLE 1

DEFINITIONS

1.1 Definitions.

- a. "CPI" shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers (all items for the geographical area in which the Parcels are located).
- b. "Driveways" shall mean all driveway areas now or hereafter located on either the Hotel Parcel or the Office Parcel.
- c. "Hotel Owner" shall mean the owner of the Hotel Parcel.
- d. "Office Building Owner" shall mean the owner of the Office Parcel.
- e. "Owners" shall mean Hotel Owner, Office Building Owner, and all future owners of either Parcel, or any interest therein.
- f. "Parcel(s)" shall mean collectively the Hotel Parcel and the Office Parcel.
- g. "Parking Areas" shall mean those areas within the Office Parcel and Hotel Parcel as are now or may hereafter may be established from time to time by the respective Owners to be used for parking of automobiles and other vehicles.
- h. "Parties" shall mean the Hotel Owner, the Office Building Owner, and all subsequent Owners.
- i. "Permittees" shall mean the Parties, all tenants and occupants of either Parcel, and their respective members, partners, officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees, tenants, and concessionaires.
- j. "Project" shall mean the property consisting of the Office Parcel and the Hotel Parcel.

ARTICLE 2

EASEMENTS

2.1 Ingress and Egress.

- a. Hotel Owner, hereby grants to the Office Building Owner, and each of its Permittees, a nonexclusive easement over and across the Driveways located on the Hotel Parcel for pedestrian and

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vehicular ingress to and egress from the Office Parcel and to and from all streets and roads abutting the Hotel Parcel, including, but not limited to, ingress and egress for delivery and service trucks and vehicles. Without limiting the generality of the foregoing, delivery vehicles servicing the Office Parcel will be permitted unobstructed access over the Hotel Parcel at all times.

b. Office Building Owner hereby grants to the Hotel Owner, and each of its Permittees, a nonexclusive easement over and across the Driveways located on the Office Parcel for pedestrian and vehicular ingress to and egress from the Hotel Parcel and to and from all streets and roads abutting the Office Parcel, including, but not limited to, ingress and egress for delivery and service trucks and vehicles.

2.2 Parking.

a. Hotel Owner hereby grants to the Office Building Owner, and each of its Permittees, a nonexclusive easement for parking and for vehicular and pedestrian use incidental thereto in the Parking Areas of the Hotel Parcel in conjunction with the operation or patronage of the Office Parcel and the businesses operated therein.

b. Subject to the limitations set forth in Section 2.2c, the Office Building Owner hereby grants to the Hotel Owner, and each of its Permittees, a nonexclusive easement for parking and for vehicular and pedestrian use incidental thereto in the Parking Areas of the Office Parcel in conjunction with the operation of the Hotel Parcel and the businesses operated therein.

c. The Office Building Owner may from time to time designate for the exclusive use of its Permittees up to twenty percent (20%) of all parking spaces on the Office Parcel. The Office Building Owner may mark such spaces as reserved in such manner as it chooses. Further, the Office Building Owner may place signage on the Office Parcel to the north and east of the existing building to indicate the availability of parking for Permittees of the Office Building Owner, but in no event may such indication suggest that such parking is for the exclusive use of the Office Parcel.

2.3 Unauthorized Use and Closure.

a. Each Owner shall have the right to eject or cause the ejection from its Parcel of any person or person(s) not authorized or privileged to use its Parcel pursuant to this Agreement.

b. Each Owner reserves the right to close off Driveways on its Parcel for such reasonable periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone, provided, however, that prior to closing any portion of any

Driveway, such Owner shall give five (5) days prior written notice to the other Owner of its intention to do so and shall coordinate such closing with the other Owner so that no unreasonable interference with the operation of the Project shall occur.

ARTICLE 3

PROJECT IMPROVEMENTS

3.1 Changes in Driveways: Neither Owner may change the location or configuration of any Driveway within its Parcel without the prior written consent of (i) the City of Burbank pursuant to Section 6.21, and (ii) the other Owner which consent shall not be unreasonably withheld or delayed; provided that if the Owner whose consent is requested fails to grant or withhold consent within ten (10) days of receipt of the other Owner's written request therefor, such consent shall be deemed to have been granted.

3.2 Obstructions. No fence, division, partition, rail, structure, or obstruction of any kind shall ever be placed, kept, permitted, or maintained between the Parcels or otherwise in a manner that would prevent or impede vehicle or pedestrian access from one Parcel to the other.

3.3 Site Limitations. Subject to Section 6.21, each Owner may change at any time and from time to time the buildings and parking configurations on its Parcel subject to the restrictions and limitations set forth in this Agreement provided that the size, number, location, and uses of such replacement buildings (including the orientation of entrances thereto) are such that each Parcel will generally support its own parking needs in accordance with all legal requirements.

ARTICLE 4

MAINTENANCE

4.1 General Maintenance and Management. The Hotel Owner shall at all times, at its sole cost and expense, operate, manage and maintain all Driveways, Parking Areas, walkways, landscaped area, and landscaped areas on both Parcels, and cause them to be operated, managed, and maintained in a state of good repair, free of trash and debris and clean and orderly condition. Without limiting the generality of the foregoing, the Hotel Owner will keep all Parking Areas open, available, and operating twenty-four (24) hours per day, every day of the year, except as otherwise permitted herein. If any special events are held in the Parking Areas of the Hotel Parcel, the Hotel Owner will make a reasonable attempt to accommodate Permittees of the Office Parcel so as not to interfere with their parking or access to the office building. In addition, the Hotel Owner will at all times treat Permittees of the Office

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Parcel in a first class and courteous manner and respond to their requests as expeditiously as possible. In consideration of its undertaking of such maintenance and management obligations, subject to the provisions of Article 5, Hotel Owner shall be entitled to retain all revenues derived from operation of the Parking Areas.

4.2 Specific Duties. The duties of the Hotel Owner under Section 4.1 shall include, without limitation, each of the following:

- a. maintenance, repair, and replacement of all paved surfaces in a level, smooth, and evenly covered condition as is customary for parking facilities of this type, with the type surfacing material presently installed, or such substitute as shall in all respects be at least equal to the existing material in quality, use, appearance and durability (in no event will the maintenance of the Parking Areas on the Office Parcel be of lesser quality than the maintenance of the Parking Areas on the Hotel Parcel);
- b. maintenance, repair, and replacement as reasonably necessary of all curbs, curb-cuts, gutters, walkways, planters and medians;
- c. painting and striping;
- d. maintenance, repair, and replacement of all directional signs, markers, lighting facilities, including prompt replacement of fixtures and bulbs;
- e. maintenance of all landscaped areas and periodic replacement of shrubbery, plantings, and flowers; and
- f. maintenance of liability insurance of not less than One Million Dollars (\$1,000,000) per occurrence which insurance shall name each Owner as an insured and delivering proof of such insurance to the Owner of the Office Building Parcel;
- g. maintenance of casualty insurance of not less than full replacement value of all improvements which the Hotel Owner is obligated to maintain; and
- h. promptly taking whatever action is reasonably necessary to prevent unauthorized parking in the Parking Areas.

4.3 Cost of Maintenance. Except for real property taxes and assessments levied on the Office Building Parcel (which taxes and assessments will be paid by the Owner of the Office Building Parcel), the Hotel Owner shall pay without limitation promptly when due and prior to delinquency all costs incurred in fulfilling its obligations of Sections 4.1 and 4.2, subject to reimbursement for certain capital costs described in Section 4.4. If the Hotel Owner fails to discharge its obligations under Section 4.1 or 4.2, then

if such failure persists for more than thirty (30) days after notice from the Office Building Owner (or if such failure cannot reasonably be cured within thirty (30) days, within a reasonable time thereafter provided Hotel Owner has commenced to cure within such thirty (30) day period and thereafter diligently pursues to satisfy such obligation), the Office Building Owner will have the right to cause such default to be cured at the expense of the Hotel Owner. The Hotel Owner shall reimburse the Office Building Owner for all reasonable costs and expenses attributable to such cure, plus interest at the maximum legal rate from the date such expenses are incurred by Office Building Owner until repaid, within thirty (30) days after invoice and proof of payment.

4.4 Capital Repairs. The Office Building Owner shall reimburse the Hotel Owner for twenty-one and 7/10 (21.7%) of the costs of any capital repairs to the Parking Areas (including, without limitation, resealing and resurfacing of the Parking Areas, replacement of landscaping and replacement of light fixtures and facilities) provided that the Hotel Owner gives Office Building Owner at least thirty (30) days prior written notice of the nature and cost of such repairs and provided that any aesthetic landscape replacement is subject to the prior mutual agreement of the parties.

4.5 Liens. The Hotel Owner and the Office Building Owner shall each have security for the payment of amounts due them under Sections 4.3 and 4.4, plus attorneys' fees, interest at the maximum legal rate, and costs, by way of a lien on the other Owner's Parcel for the amount so paid until reimbursed. Any such lien shall be subject to and subordinate to, and shall in no way impair or defeat the lien or charge of any bona fide mortgage or deed of trust upon the such Parcel. Any lien may be enforced by judicial foreclosure or private power of sale. Such remedies are in addition to any other remedies available at law or in equity and exercise of one remedy shall not be deemed to preclude the exercise of other remedies for the same default and all remedies available may be exercised cumulatively. In addition, each Owner shall be personally liable during the period of its ownership for its obligations hereunder.

ARTICLE 5

FEEs, CHARGES, AND DEPOSITS

5.1 Free Spaces. The Hotel Owner will at all times make available to tenants of the Office Parcel at no charge two hundred sixty-four (264) parking spaces.

5.2 Additional Spaces. On a monthly basis, the Office Building Owner and its Permittees will be entitled to purchase all parking spaces located on the Office Parcel in excess of the 264 spaces referenced in Section 5.1. The cost will be the present

rate (\$40 per unreserved space per month), payable monthly in advance. If Office Building Owner fails to pay, in advance, then such parking spaces will not be provided. On January 1, 2003, and each five (5) years thereafter (i.e., on January 1, 2008, January 1, 2013, etc.), the cost will increase in proportion to the CPI increase for the immediately preceding five (5) year period with a maximum increase of twenty-five percent (25%) on any adjustment date.

5.3 Validations. The Office Building Owner may purchase monthly up to \$1,000 worth of parking validations at a 50% discount from the posted rate. The present posted rate shall remain in effect until December 31, 2002. Such rate shall be subject to increases on January 1, 2003, and each five years thereafter in proportion to the CPI increase for the immediately preceding five (5) year period with a maximum increase of twenty-five percent (25%) on any adjustment date. The Office Building Owner may not resell any discounted validations.

5.4 Service Vehicles. Vehicles belonging to persons performing routine and ordinary services to Permittees of the Office Building Owner will be entitled to free parking for so long as is reasonably necessary in connection with the performance of such services; provided that in the event the Office Building Owner is performing any construction work on the Office Parcel such that portions of the Parking Areas on the Office Parcel are required for construction staging or parking of construction vehicles or equipment in excess of 24 hours, such use of the Parking Areas shall not be made by the Office Building Owner without the prior written consent of the Hotel Owner, which consent shall not be unreasonably withheld or delayed.

5.5 Keycard Deposits. The Hotel Owner hereby assumes all liability and responsibility for existing keycard deposits. Concurrently herewith, the Office Building Owner has turned over to the Hotel Owner all such deposits, together with all records pertaining to the same.

ARTICLE 6

MISCELLANEOUS

6.1 No Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of either Parcel to the general public or for any public purpose whatsoever and this Agreement shall be strictly limited to and the purposes expressed herein.

6.2 Notices. Any notice, payment, demand, offer or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail,

postage and charges prepaid, or by Federal Express, or similar overnight carrier addressed to each Owner at the same address to which real estate tax bills are then sent and in the case of notices to the Hotel owner, with a copy of Strategic Hotel Capital Incorporated, 10 South Wacker Drive, Suite 3500, Chicago, Illinois 60606, Attn: Laurence S. Geller. Any such notice shall be deemed to be given on the date of delivery to the address set forth above as may be changed from time to time.

6.3 Binding Effect. All of the limitations, covenants, obligations, conditions, easements, and restrictions contained herein shall attach to and run with the Office Parcel and the Hotel Parcel, and shall benefit or be binding upon each successive Owner of said Parcels during the period of its ownership and each person having any interest therein derived through any Owner. This Agreement shall apply to and bind the respective successors in interest thereof and are imposed upon the Parcels as a mutual equitable servitude in favor of said Parcels and any portion thereof. If a Party conveys a portion of or all of its Parcel to a new Owner, such new Owner shall be the Party having rights and obligations hereunder as to the Parcel or portion thereof conveyed, except for those obligations of the conveying Party which exist on the date of such conveyance, which shall remain binding on the conveying Party until satisfied. The conveying Party shall be released from any future obligations with respect to the Parcel or portion thereof conveyed, from the date of such conveyance.

6.4 Duration. Except as otherwise provided herein, each easement, covenant, and restriction contained in this Agreement shall be in perpetuity.

6.5 Entire Agreement. This Agreement and the exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda, or agreements are superseded in total by this Agreement and exhibits hereto. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party.

6.6 Excuse for Non-Performance. Each Party shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded, or hindered by act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials, or supplies in the ordinary course on the open market; transportation strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental or civil or military authorities; the inability to obtain governmental approvals or permits despite the exercise of due diligence and best efforts by a Party; or any other

cause, whether similar or dissimilar to the foregoing, not within the reasonable control of such Party, other than the lack of or inability to obtain funds.

6.7 Waiver of Default. No waiver of any default by any Party to this Agreement shall be implied from any omission by any other Party to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default for the period of time specified in such express waiver. One or more written waivers of any default in the performance of any term, provision, or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision, or covenant, or any other term, provision, or covenant contained in this Agreement. The consent or approval by any Party to or of any act or request by any other Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent of or approval of any subsequent similar acts or requests. The rights and remedies given to any Party by this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which any such Party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by any such Party shall not impair such Party's standing to exercise any other right or remedy.

6.8 Estoppel Certificate. Each Party hereby severally covenants that within ten (10) business days of the written request of the other Party it will issue to such other Party or to any prospective mortgagee, tenant, or purchaser of such Party's Parcel or portion thereof an Estoppel Certificate stating: (a) whether the Party to whom the request has been directed knows of any default under this agreement and if there are known defaults specifying the nature thereof; (b) whether to its knowledge this Agreement has been assigned, modified, or amended in any way (and if it has, then stating the nature thereof); and whether to the Party's knowledge this Agreement as of that date is in full force and effect. Should either Party sell or refinance its Parcel, the other Party will promptly respond to any reasonable requests in connection with such sale or refinancing at no cost to the responding party.

6.9 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, and such limitations shall not affect in any manner any other rights or remedies which the Owners may have by reason of any breach of this Agreement.

6.10 Legal Action. If any Owner breaches any provision of this Agreement, then the other Owner may institute legal action against the defaulting Party for specific performance, injunction,

declaratory relief, damages, or any other remedy provided by law. In addition to the recovery of any such sum or sums expended on behalf of the defaulting Owner, the prevailing Owner shall be entitled to recover from the other Owner such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing Party in any such action.

6.11 Breach - Effect on Mortgagee. Breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith, but all of the foregoing provisions, restrictions, and covenants shall be binding and effective against any Owner, whose title is acquired by foreclosure or trustee's sale or by deed in lieu of foreclosure; provided, however, any such Owner whose title is acquired by foreclosure or trustee's sale or by deed in lieu of foreclosure shall take title free of any liens created or provided for hereunder existing at or prior to the time such title is acquired, though otherwise subject to the provisions hereof. The term "mortgagee," wherever used herein, shall be construed to include beneficiaries and trustees under deeds of trust. Notwithstanding any other provisions in this Agreement regarding notices of default, the mortgagee of any Owner in default hereunder shall be entitled to notice of said default, in the same manner that other notices are required to be given under this Agreement; provided, however, that said mortgagee shall have, prior to the time of the default, notified the Owner hereto giving said notice of default of the mortgagee's mailing address.

6.12 Effect on Third Parties. Except as herein specifically provided, no rights, privileges, or immunities conferred upon the Parties by this Agreement shall inure to the benefit of any tenant, customer, employee, or invitees of the Project or any other third party; nor shall any tenant, customer, employee, invitees, or any other third party be deemed to be a third party beneficiary of any of the provisions contained herein.

6.13 No Partnership. Neither this Agreement nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto, or any of them, or by any third person, to create the relationship or principal and agent, or of partnership, or of joint venture, or of any association between any of the Parties to this Agreement.

6.14 Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Owners of both Parcels. Any change, modification, amendment or rescission which is made without the written consent of both Owners shall be null and void and of no effect. No consent or approval of any Owner other than those Owners described in the first sentence hereof or their respective successors and assigns shall be required in order to modify or amend any provisions of this Agreement.

6.15 Severability. In the event any term, covenant, condition, provision, or agreement contained herein is held to be invalid, void, or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the other conditions, provisions, or agreements contained herein.

6.16 Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of California.

6.17 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and vice versa.

6.18 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

6.19 Captions. Articles and section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provisions hereof.

6.20 Exhibits. The following exhibits are attached to this agreement:

Exhibit A - Description of the Real Property.
Exhibit B - Preliminary Parcel Map.

6.21 City Approval. The parties may not permanently change or agree to change permanently parking, access, building locations, or driveways in violation of applicable laws and codes, including, without limitation, the provisions of Planned Development 89-1. To assure compliance with this Section 6.21, all such changes shall be approved by the Community Development Director of the City of Burbank.

Executed as of the date first written above.

"DECLARANT"

BURBANK PARTNERS, LLC
a California limited liability company

By: WOLFF SESNON BUTTERY,
a Management Corporation

By: 
Lewis N. Wolff

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

} ss.

On December 23, 1997 before me, Patricia M. Knott,
a Notary Public, personally appeared LEWIS N. WOLFF, personally
known to me OR proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person,
or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.



Patricia M. Knott
Notary Public

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EXHIBIT "A"

Description of the Real Property

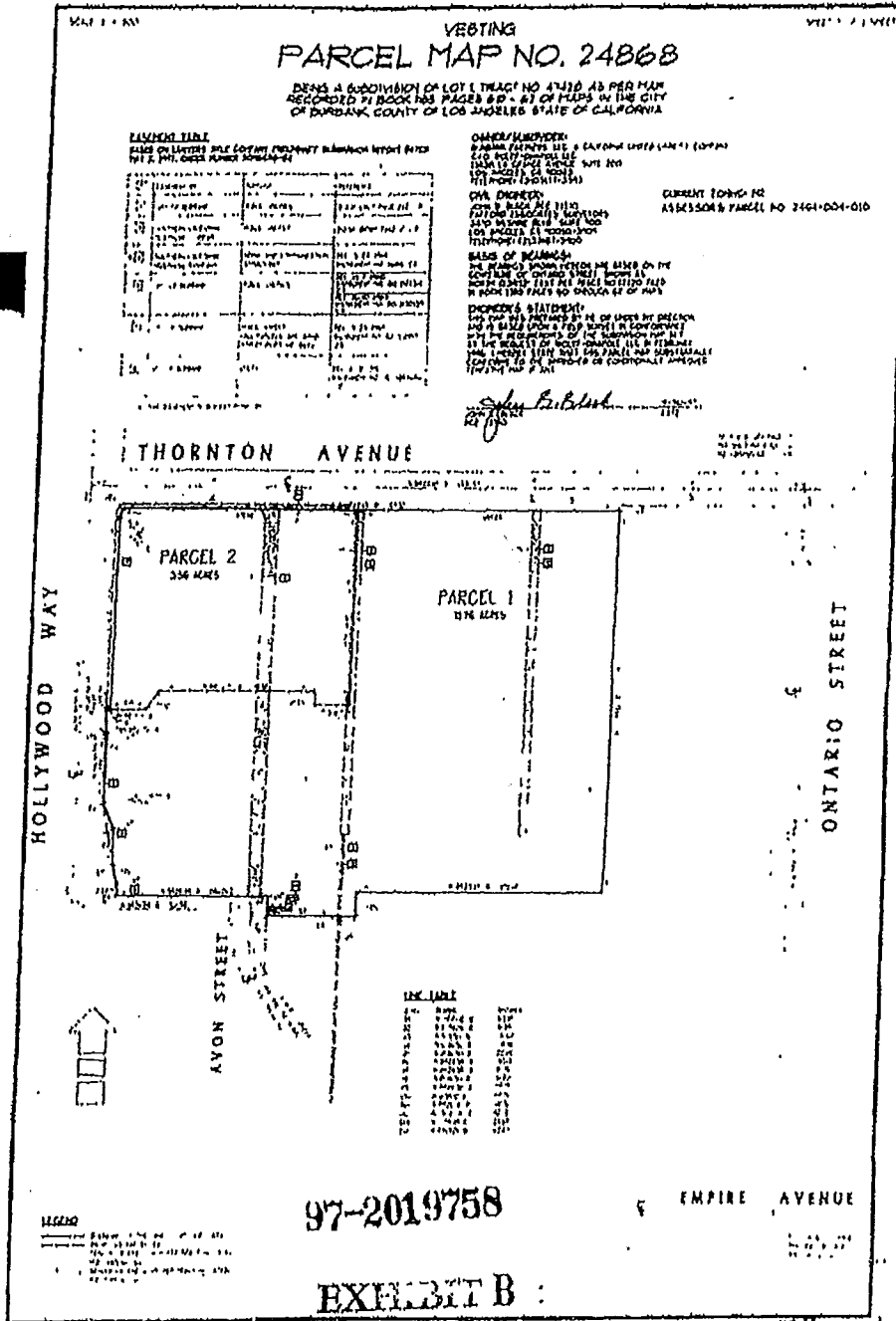
LOT 1 OF TRACT NO. 47420, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 1185 PAGES 60 TO 62, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

9511900103-687542.6

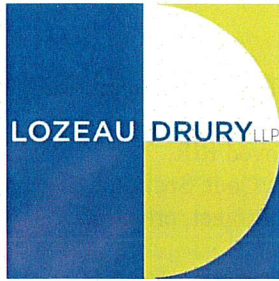
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T 510.836.4200
F 510.836.4205

1939 Harrison Street, Ste. 150
Oakland, CA 94612

www.lozeaudrury.com
richard@lozeaudrury.com

2019 NOV 19 A 9:40
PLANNING DIVISION

Via Email and U.S. Mail

November 6, 2019

Daniel Villa, Senior Planner
Community Development Department
City of Burbank
150 North Third Street
Burbank, CA 91502
dvilla@vburbankca.gov

Leonard Bechet, Senior Planner
Community Development Department
City of Burbank
150 N. Third Street
Burbank, CA 91502
lbechet@burbankca.gov

Zizette Mullins, City Clerk
Office of the City Clerk
City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, CA 91510
zmullins@burbankca.gov

Re: CEQA and Land Use Notice Request for project known as 2500 N Hollywood Way – Dual Brand Hotel Project

Dear Mr. Villa, Mr. Bechet, and Ms. Mullins,

I am writing on behalf of Supporters Alliance for Environmental Responsibility (“SAFER”) regarding the project known as 2500 N Hollywood Way – Dual Brand Hotel Project, including all actions related or referring to the construction of a dual brand hotel and detached parking located on a portion of the 11.76 acre site generally bounded by Thornton Avenue, Hollywood Avenue, and Avon Street in the City of Burbank (“Project”).

We hereby request that the City of Burbank (“City”) send by electronic mail or U.S. Mail to our firm at the address below notice of any and all actions or hearings related to activities undertaken, authorized, approved, permitted, licensed, or certified by the City and any of its subdivisions, and/or supported, in whole or in part, through contracts, grants, subsidies, loans or other forms of assistance from the City, including, but not limited to the following:

- Notice of any public hearing in connection with the Project as required by California Planning and Zoning Law pursuant to Government Code Section 65091.
- Any and all notices prepared for the Project pursuant to the California Environmental Quality Act (“CEQA”), including, but not limited to:

November 6, 2019

CEQA and Land Use Notice Request for 2500 N Hollywood Way – Dual Brand Hotel Project

Page 2 of 2

- Notices of any public hearing held pursuant to CEQA.
- Notices of determination that an Environmental Impact Report (“EIR”) is required for the Project, prepared pursuant to Public Resources Code Section 21080.4.
- Notices of any addenda prepared to a previously certified or approved EIR.
- Notices of any scoping meeting held pursuant to Public Resources Code Section 21083.9.
- Notices of preparation of an EIR or a negative declaration for the Project, prepared pursuant to Public Resources Code Section 21092.
- Notices of availability of an EIR or a negative declaration for the Project, prepared pursuant to Public Resources Code Section 21152 and Section 15087 of Title 14 of the California Code of Regulations.
- Notices of approval and/or determination to carry out the Project, prepared pursuant to Public Resources Code Section 21152 or any other provision of law.
- Notices of approval or certification of any EIR or negative declaration, prepared pursuant to Public Resources Code Section 21152 or any other provision of law.
- Notices of determination that the Project is exempt from CEQA, prepared pursuant to Public Resources Code section 21152 or any other provision of law.
- Notice of any Final EIR prepared pursuant to CEQA.

Please note that we are requesting notices of CEQA actions and notices of any public hearings to be held under any provision of Title 7 of the California Government Code governing California Planning and Zoning Law. **This request is filed pursuant to Public Resources Code Sections 21092.2 and 21167(f), and Government Code Section 65092**, which requires agencies to mail such notices to any person who has filed a written request for them with the clerk of the agency’s governing body.

Please send notice by electronic mail or U.S. Mail to:

Richard Drury
Komalpreet Toor
Stacey Osborne
Lozeau Drury LLP
1939 Harrison Street, Ste. 150
Oakland, CA 94612
510-836-4200
richard@lozeaudrury.com
komal@lozeaudrury.com
stacey@lozeaudrury.com

Please call if you have any questions. Thank you for your attention to this matter.

Sincerely,



Komalpreet Toor
Lozeau | Drury LLP

DEPARTMENT OF TRANSPORTATION

DISTRICT 7

100 S. MAIN STREET, MS 16

LOS ANGELES, CA 90012

PHONE (213) 897-8391

FAX (213) 897-1337

TTY 711

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Making Conservation
a California Way of Life.*

PLANNING DIVISION

2019 DEC -2 -A 9:53

November 26, 2019

Mr. Daniel Villa
Community Development Department
Planning Division
City of Burbank
150 North Third Street
Burbank, CA 91510

RE: 2500 N Hollywood Way-
Dual Brand Hotel Project
Vic. LA-5/ PM 30.476 to 32.368
SCH # 2019110032
GTS # LA-2019-02912AL-NOP

Dear Mr. Villa:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the above referenced project. The project proposes development of a dual brand hotel with 420 hotel rooms with associated amenities and detached parking structure on a portion of the site currently used for surface parking.

The mission of Caltrans is to provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability. Senate Bill 743 (2013) has codified into CEQA law and mandated that CEQA review of transportation impacts of proposed development be modified by using Vehicle Miles Traveled (VMT) as the primary metric in identifying transportation impacts for all future development projects. You may reference to The Governor's Office of Planning and Research (OPR) for more information.

<http://opr.ca.gov/ceqa/updates/guidelines/>

Caltrans is aware of challenges that the region faces in identifying viable solutions to alleviating congestion on State and Local facilities. With limited room to expand vehicular capacity, this development should incorporate multi-modal and complete streets transportation elements that will actively promote alternatives to car use and better manage existing parking assets. Prioritizing and allocating space to efficient modes of travel such as bicycling and public transit can allow streets to transport more people in a fixed amount of right-of-way.

As a reminder, Vehicle Miles Traveled (VMT) will be the standard transportation analysis metric in CEQA for land use projects after the July 1, 2020 statewide implementation date. Agencies may opt-in prior to that date.

Caltrans supports the implementation of complete streets and pedestrian safety measures such as road diets and other traffic calming measures. Please note the Federal Highway Administration (FHWA) recognizes the road diet treatment as a proven safety countermeasure, and the cost of a road diet can be significantly reduced if implemented in tandem with routine street resurfacing.

Overall, the EIR should include Transportation Impact Study (TIS) to ensure all modes are served well by planning and development activities. This includes reducing single occupancy vehicle trips, ensuring safety, reducing vehicle miles traveled, supporting accessibility, and reducing greenhouse gas emissions.

We encourage the Lead Agency to evaluate the potential of Transportation Demand Management (TDM) strategies and Intelligent Transportation System (ITS) applications in order to better manage the transportation network, as well as transit service and bicycle or pedestrian connectivity improvements.

For additional TDM options, please refer to the Federal Highway Administration's *Integrating Demand Management into the Transportation Planning Process: A Desk Reference* (Chapter 8). The reference is available online at:

<http://www.ops.fhwa.dot.gov/publications/fhwahop12035/fhwahop12035.pdf>

The following should be included in the traffic analysis.


1. Caltrans requests information regarding the assignment of direct and cumulative trips to state facilities in the project vicinity.
2. One of Caltrans' concerns is the potential traffic conflict at the off-ramps. The traffic analysis should include queuing analysis. The project proponent may use a 95 percentile to obtain queue length for a queuing analysis. To calculate the baseline condition for total queue length on off-ramps, measure the distance from the intersection to the gore point. Caltrans recommends that any queuing on an off-ramp beyond 85% of this total length be considered a significant impact for direct or cumulative impacts. If Synchro software is used to calculate queue length, then actual signal timing must be used. Caltrans recommends the following locations in the off-ramp queuing analysis:

- a. SB I-5 off-ramp at N Hollywood Way
 - b. NB I-5 off-ramp at N Buena Vista St.
 - c. NB I-5 off-ramp at Empire Ave.
3. In the event that the project proponent finds a significant impact to an intersection, an Intersection Control Evaluation (ICE) should be prepared as an initial step of an intersection-improvement project.
 4. If an impact is identified, Caltrans recommends consideration of the following potential traffic conflict improvement measures:
 - a. Safety sign/Yield Sign, delineation
 - b. Pavement markings
 - c. ADA ramps, pedestrian sidewalk
 - d. Ramp metering
 - e. Intersection control
 - f. Ramp/lane widening. While ramp or lane widening is a potential improvement measure, this measure should be considered as a last resort after first considering measures (a) through (e) above.
 - g. Please note that the above is a non-exclusive list of potential improvement measures. The project proponent should consider additional feasible measures.
 5. The project proponent may pay 100% of the direct impact and/or fair-share contribution (i.e., a fee program) with cumulative impacts.

A discussion of mitigation measures appropriate to alleviate anticipated traffic impacts should be presented in the traffic study. Any mitigation involving transit or Transportation Demand Management (TDM) is encouraged and should be justified to reduce VMT and greenhouse gas emissions. Such measures are critical to facilitating efficient site access.

If you have any questions, please feel free to contact Mr. Alan Lin the project coordinator at (213) 897-8391 and refer to GTS # LA-2019-02912-AL-NOP.

Sincerely,



MIYA EDMONSON
IGR/CEQA Branch Chief

cc: Scott Morgan, State Clearinghouse

Villa, Daniel

From: Jairo Avila <jairo.avila@tataviam-nsn.us>
Sent: Wednesday, December 04, 2019 3:42 PM
To: Villa, Daniel
Subject: FTBMI AB52 2500 N Hollywood Way

Tribal Historic & Cultural Preservation Department

Project Address: 2500 N. Hollywood Way

Hello Daniel,

On behalf of the Tribal Historic and Cultural Preservation (THCP) Department of the Fernandefio Tataviam Band of Mission Indians (FTBMI), thank you for the formal notification regarding the Project referenced above. The area in which the Project area is located is within the traditional Tataviam ancestral territory which encompasses the lineage-villages from which members of the Tribe descend. This message constitutes a formal request for tribal consultation under the provisions of the California Environmental Quality Act (CEQA) (as amended, 2015) and CA Public Resources Code section 21080.3.1.

Our records indicate the presence of significant cultural resources within distance of the Project location. Although cultural resources have not been reported within the Project boundaries, the range of archaeological sites and isolate artifacts that have been documented throughout the vicinity warrant precautions when proposing any ground disturbing activities.

At this point in time, the THCP Department is interested in knowing more about the soil conditions of the Project, including the extent of grading and excavation on native/undisturbed soil. In order to have a better understanding of the project and provide the proper comments and recommendations regarding Tribal Cultural Resources, the THCP Department request to review the following information and documents:

- Cultural Resource Report
- Geotechnical Report (If available)
- Excavation/Grading Plans

I appreciate your time and look forward to further information on this Project.

Respectfully,

Jairo F. Avila, M.A., RPA.

Tribal Historic and Cultural Preservation Officer

Fernandefio Tataviam Band of Mission Indians

1019 Second Street, Suite 1

San Fernando, California 91340

Office: (818) 837-0794

Website: <http://www.tataviam-nsn.us>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

SENT VIA USPS AND E-MAIL:

December 3, 2019

dvilla@burbankca.gov

Daniel Villa, Senior Planner
City of Burbank, Community Development Department
Planning Division
150 North Third Street
Burbank, CA 91502

Notice of Preparation of a Draft Environmental Impact Report for the Proposed 2500 North Hollywood Way - Dual Brand Hotel Project

South Coast Air Quality Management District (South Coast AQMD) staff appreciates the opportunity to comment on the above-mentioned document. South Coast AQMD staff's comments are recommendations regarding the analysis of potential air quality impacts from the Proposed Project that should be included in the Environmental Impact Report (EIR). Please send South Coast AQMD a copy of the EIR upon its completion and public release. Note that copies of the EIR that are submitted to the State Clearinghouse are not forwarded to South Coast AQMD. Please forward a copy of the EIR directly to South Coast AQMD at the address shown in the letterhead. **In addition, please send with the EIR all appendices or technical documents related to the air quality, health risk, and greenhouse gas analyses and electronic versions of all air quality modeling and health risk assessment files¹. These include emission calculation spreadsheets and modeling input and output files (not PDF files). Without all files and supporting documentation, South Coast AQMD staff will be unable to complete our review of the air quality analyses in a timely manner. Any delays in providing all supporting documentation will require additional time for review beyond the end of the comment period.**

Air Quality Analysis

South Coast AQMD adopted its California Environmental Quality Act (CEQA) Air Quality Handbook in 1993 to assist other public agencies with the preparation of air quality analyses. South Coast AQMD recommends that the Lead Agency use this Handbook as guidance when preparing its air quality analysis. Copies of the Handbook are available from South Coast AQMD's Subscription Services Department by calling (909) 396-3720. More guidance developed since this Handbook is also available on South Coast AQMD's website at: [http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/ceqa-air-quality-handbook-\(1993\)](http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/ceqa-air-quality-handbook-(1993)). South Coast AQMD staff also recommends that the Lead Agency use the CalEEMod land use emissions software. This software has recently been updated to incorporate up-to-date state and locally approved emission factors and methodologies for estimating pollutant emissions from typical land use development. CalEEMod is the only software model maintained by the California Air Pollution Control Officers Association (CAPCOA) and replaces the now outdated URBEMIS. This model is available free of charge at: www.caleemod.com.

South Coast AQMD has also developed both regional and localized significance thresholds. South Coast AQMD staff requests that the Lead Agency quantify criteria pollutant emissions and compare the results to

¹ Pursuant to the CEQA Guidelines Section 15174, the information contained in an EIR shall include summarized technical data, maps, plot plans, diagrams, and similar relevant information sufficient to permit full assessment of significant environmental impacts by reviewing agencies and members of the public. Placement of highly technical and specialized analysis and data in the body of an EIR should be avoided through inclusion of supporting information and analyses as appendices to the main body of the EIR. Appendices to the EIR may be prepared in volumes separate from the basic EIR document, but shall be readily available for public examination and shall be submitted to all clearinghouses which assist in public review.

South Coast AQMD's CEQA regional pollutant emissions significance thresholds to determine air quality impacts. South Coast AQMD's CEQA regional pollutant emissions significance thresholds can be found here at: <http://www.aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf>. In addition to analyzing regional air quality impacts, South Coast AQMD staff recommends calculating localized air quality impacts and comparing the results to localized significance thresholds (LSTs). LSTs can be used in addition to the recommended regional significance thresholds as a second indication of air quality impacts when preparing a CEQA document. Therefore, when preparing the air quality analysis for the Proposed Project, it is recommended that the Lead Agency perform a localized analysis by either using the LSTs developed by South Coast AQMD staff or performing dispersion modeling as necessary. Guidance for performing a localized air quality analysis can be found at: <http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/localized-significance-thresholds>.

The Lead Agency should identify any potential adverse air quality impacts that could occur from all phases of the Proposed Project and all air pollutant sources related to the Proposed Project. Air quality impacts from both construction (including demolition, if any) and operations should be calculated. Construction-related air quality impacts typically include, but are not limited to, emissions from the use of heavy-duty equipment from grading, earth-loading/unloading, paving, architectural coatings, off-road mobile sources (e.g., heavy-duty construction equipment) and on-road mobile sources (e.g., construction worker vehicle trips, material transport trips). Operation-related air quality impacts may include, but are not limited to, emissions from stationary sources (e.g., boilers), area sources (e.g., solvents and coatings), and vehicular trips (e.g., on- and off-road tailpipe emissions and entrained dust). Air quality impacts from indirect sources, such as sources that generate or attract vehicular trips, should be included in the analysis.

In the event that the Proposed Project generates or attracts vehicular trips, especially heavy-duty diesel-fueled vehicles, it is recommended that the Lead Agency perform a mobile source health risk assessment. Guidance for performing a mobile source health risk assessment ("*Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis*") can be found at: <http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/mobile-source-toxics-analysis>. An analysis of all toxic air contaminant impacts due to the use of equipment potentially generating such air pollutants should also be included.

In addition, guidance on siting incompatible land uses can be found in the California Air Resources Board's *Air Quality and Land Use Handbook: A Community Health Perspective*, which can be found at: <http://www.arb.ca.gov/ch/handbook.pdf>. CARB's Land Use Handbook is a general reference guide for evaluating and reducing air pollution impacts associated with new projects that go through the land use decision-making process. Guidance² on strategies to reduce air pollution exposure near high-volume roadways can be found at: https://www.arb.ca.gov/ch/rd_technical_advisory_final.PDF.

Mitigation Measures

In the event that the Proposed Project generates significant adverse air quality impacts, CEQA requires that all feasible mitigation measures that go beyond what is required by law be utilized during project construction and operation to minimize these impacts. Pursuant to CEQA Guidelines Section 15126.4 (a)(1)(D), any impacts resulting from mitigation measures must also be discussed. Several resources are available to assist the Lead Agency with identifying potential mitigation measures for the Proposed Project, including:

² In April 2017, CARB published a technical advisory, *Strategies to Reduce Air Pollution Exposure Near High-Volume Roadways: Technical Advisory*, to supplement CARB's Air Quality and Land Use Handbook: A Community Health Perspective. This technical advisory is intended to provide information on strategies to reduce exposures to traffic emissions near high-volume roadways to assist land use planning and decision-making in order to protect public health and promote equity and environmental justice. The technical advisory is available at: <https://www.arb.ca.gov/ch/landuse.htm>.

- Chapter 11 “Mitigating the Impact of a Project” of South Coast AQMD’S *CEQA Air Quality Handbook* South Coast AQMD’s CEQA web pages available here: <http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/mitigation-measures-and-control-efficiencies>
- South Coast AQMD’s Rule 403 – Fugitive Dust, and the Implementation Handbook for controlling construction-related emissions and Rule 1403 – Asbestos Emissions from Demolition/Renovation Activities
- South Coast AQMD’s Mitigation Monitoring and Reporting Plan (MMRP) for the 2016 Air Quality Management Plan (2016 AQMP) available here (starting on page 86): <http://www.aqmd.gov/docs/default-source/Agendas/Governing-Board/2017/2017-mar3-035.pdf>
- California Air Pollution Control Officers Association (CAPCOA)’s *Quantifying Greenhouse Gas Mitigation Measures* available here: <http://www.capcoa.org/wp-content/uploads/2010/11/CAPCOA-Quantification-Report-9-14-Final.pdf>

Alternatives

In the event that the Proposed Project generates significant adverse air quality impacts, CEQA requires the consideration and discussion of alternatives to the project or its location which are capable of avoiding or substantially lessening any of the significant effects of the project. The discussion of a reasonable range of potentially feasible alternatives, including a “no project” alternative, is intended to foster informed decision-making and public participation. Pursuant to CEQA Guidelines Section 15126.6(d), the EIR shall include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the Proposed Project.

Permits

If implementation of the Proposed Project requires a permit from South Coast AQMD, South Coast AQMD should be identified as a Responsible Agency for the Proposed Project in the CEQA document. For more information on permits, please visit South Coast AQMD’s webpage at: <http://www.aqmd.gov/home/permits>. If there are permitting questions, they can be directed to Engineering and Permitting Staff at (909) 396-3385.

Data Sources

South Coast AQMD rules and relevant air quality reports and data are available by calling South Coast AQMD’s Public Information Center at (909) 396-2001. Much of the information available through the Public Information Center is also available at South Coast AQMD’s webpage at: <http://www.aqmd.gov>.

South Coast AQMD staff is available to work with the Lead Agency to ensure that project’s air quality and health risk impacts are accurately evaluated and mitigated where feasible. If you have any questions regarding this letter, please contact me at lsun@aqmd.gov.

Sincerely,

Lijin Sun

Lijin Sun, J.D.

Program Supervisor, CEQA IGR

Planning, Rule Development & Area Sources



Gavin Newsom
Governor

STATE OF CALIFORNIA
Governor's Office of Planning and Research
State Clearinghouse and Planning Unit



Kate Gordon
Director

Notice of Preparation

November 4, 2019

To: Reviewing Agencies
Re: 2500 N. Hollywood Way - Dual Brand Hotel Project
SCH# 2019110032

PLANNING DIVISION
2019 NOV 14 P 2:10

Attached for your review and comment is the Notice of Preparation (NOP) for the 2500 N. Hollywood Way - Dual Brand Hotel Project draft Environmental Impact Report (EIR).

Responsible agencies must transmit their comments on the scope and content of the NOP, focusing on specific information related to their own statutory responsibility, within 30 days of receipt of the NOP from the Lead Agency. This is a courtesy notice provided by the State Clearinghouse with a reminder for you to comment in a timely manner. We encourage other agencies to also respond to this notice and express their concerns early in the environmental review process.

Please direct your comments to:

Daniel Villa
Burbank, City of
150 North Third Street
Burbank, CA 91510

with a copy to the State Clearinghouse in the Office of Planning and Research at state.clearinghouse@opr.ca.gov. Please refer to the SCH number noted above in all correspondence concerning this project on our website: <https://ceqanet.opr.ca.gov/2019110032/2>.

If you have any questions about the environmental document review process, please call the State Clearinghouse at (916) 445-0613.

Sincerely,

Scott Morgan
Director, State Clearinghouse

cc: Lead Agency

Notice of Completion & Environmental Document Transmittal

Mail to: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613

For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

SCH# **2019110032**

Project Title: 2500 N. Hollywood Way - Dual Brand Hotel Project

Lead Agency: City of Burbank

Contact Person: Daniel Villa

Mailing Address: 150 North Third Street

Phone: 818-238-5250

City: Burbank

Zip: 91502

County: Los Angeles

Project Location: County: Los Angeles

City/Nearest Community: City of Burbank

Cross Streets: Thornton Avenue, Hollywood Way, and Avon Street

Zip Code: 91502

Longitude/Latitude (degrees, minutes and seconds): 34 ° 11 ' 40.23 " N / 118 ° 20 ' 47.97 " W Total Acres: 11.76

Assessor's Parcel No.: 2464-004-015

Section: 4

Twp.: 1N

Range: 14W

Base: SBBM

Within 2 Miles: State Hwy #: I-5

Waterways: None

Airports: Hollywood Burbank

Railways: SCRRA

Schools: Various

Document Type:

CEQA: NOP

Early Cons

Neg Dec

Mit Neg Dec

Draft EIR

Supplement/Subsequent EIR

(Prior SCH No.) _____

Other: _____

NEPA: NOI

EA

Draft EIS

FONSI

Other: Joint Document

Final Document

Other: _____

Local Action Type:

General Plan Update

General Plan Amendment

General Plan Element

Community Plan

Specific Plan

Master Plan

Planned Unit Development

Site Plan

Governor's Office of Planning & Research

Rezone

Prezone

Use Permit

Land Division (Subdivision, etc.)

Annexation

Redevelopment

Coastal Permit

Other: Planned Development

NOV 04 2019
STATE CLEARINGHOUSE

Development Type:

Residential: Units _____ Acres _____

Office: Sq.ft. _____ Acres _____ Employees _____

Commercial: Sq.ft. _____ Acres _____ Employees _____

Industrial: Sq.ft. _____ Acres _____ Employees _____

Educational: _____

Recreational: _____

Water Facilities: Type _____ MGD _____

Transportation: Type _____

Mining: Mineral _____

Power: Type _____ MW _____

Waste Treatment: Type _____ MGD _____

Hazardous Waste: Type _____

Other: Hotel - 420 rooms

Project Issues Discussed in Document:

Aesthetic/Visual

Agricultural Land

Air Quality

Archeological/Historical

Biological Resources

Zone

Drainage/Absorption

Economic/Jobs

Fiscal

Flood Plain/Flooding

Forest Land/Fire Hazard

Geologic/Seismic

Minerals

Noise

Population/Housing Balance

Public Services/Facilities

Recreation/Parks

Schools/Universities

Septic Systems

Sewer Capacity

Soil Erosion/Compaction/Grading

Solid Waste

Toxic/Hazardous

Traffic/Circulation

Vegetation

Water Quality

Water Supply/Groundwater

Wetland/Riparian

Growth Inducement Coastal

Land Use

Cumulative Effects

Other: _____

Present Land Use/Zoning/General Plan Designation:

Hotel & Convention Center/Regional Commercial/PD89-1, Planned Development

Project Description: (please use a separate page if necessary)

The project proposes development of a dual brand hotel with 420 hotel rooms with associated amenities and detached parking structure on a portion of the site currently used for surface parking. No changes to the existing Marriott Hotel and Convention Center are proposed and these uses would remain in operation during construction and upon Project completion. In addition to landscaping throughout the site, a plaza area would be provided adjacent to the Convention Center.

Note: The State Clearinghouse will assign identification numbers for all new projects. If a SCH number already exists for a project (e.g. Notice of Preparation or previous draft document) please fill in.

Resources Agency

Resources Agency
Nadell Gayou

Dept. of Boating & Waterways
Denise Peterson

California Coastal Commission
Allyson Hitt

Colorado River Board
Elsa Contreras

Dept. of Conservation
Chitra Chan

Cal Fire
Dan Foster

Central Valley Flood Protection Board
James Herota

Office of Historic Preservation
Ron Parsons

Dept of Parks & Recreation Environmental Stewardship Section

S.F. Bay Conservation & Dev't. Comm.
Steve Goldbeck

Dept. of Water Resources
Resources Agency
Nadell Gayou

Fish and Wildlife

Dept. of Fish & Wildlife
Scott Flint
Environmental Services Division

Fish & Wildlife Region 1
Curt Babcock

Fish & Wildlife Region 1E
Laurie Harnsberger

Fish & Wildlife Region 2
Jeff Drongesen

Fish & Wildlife Region 3
Craig Weightman

Fish & Wildlife Region 4
Julie Vance

Fish & Wildlife Region 5
Leslie Newton-Reed
Habitat Conservation Program

Fish & Wildlife Region 6
Tiffany Ellis
Habitat Conservation Program

Fish & Wildlife Region 6 I/M
Heidi Calvert
Inyo/Mono, Habitat Conservation Program

Dept. of Fish & Wildlife M
William Paznokas
Marine Region

Other Departments

California Department of Education
Lesley Taylor

OES (Office of Emergency Services)
Monique Wilber

Food & Agriculture
Sandra Schubert
Dept. of Food and Agriculture

Dept. of General Services
Cathy Buck
Environmental Services Section

Housing & Comm. Dev.
CEQA Coordinator
Housing Policy Division

Independent Commissions/Boards

Delta Protection Commission
Erik Vink

Delta Stewardship Council
Anthony Navasero

California Energy Commission
Eric Knight

Native American Heritage Comm.
Debbie Treadway

Public Utilities Commission
Supervisor

Santa Monica Bay Restoration
Guangyu Wang

State Lands Commission
Jennifer Deleong

Tahoe Regional Planning Agency (TRPA)
Cherry Jacques

Cal State Transportation Agency CalSTA

Caltrans - Division of Aeronautics
Philip Crimmins

Caltrans - Planning
HQ LD-IGR
Christian Bushong

California Highway Patrol
Suzann Ikeuchi
Office of Special Projects

Dept. of Transportation

Caltrans, District 1
Rex Jackman

Caltrans, District 2
Marcelino Gonzalez

Caltrans, District 3
Susan Zanchi

Caltrans, District 4
Patricia Maurice

Caltrans, District 5
Larry Newland

Caltrans, District 6
Michael Navarro

Caltrans, District 7
Dianna Watson

Caltrans, District 8
Mark Roberts

Caltrans, District 9
Gayle Rosander

Caltrans, District 10
Tom Dumas

Caltrans, District 11
Jacob Armstrong

Caltrans, District 12
Maureen El Harake

Cal EPA

Air Resources Board

Airport & Freight
Jack Wursten

Transportation Projects
Nesamani Kalandiyur

Industrial/Energy Projects
Mike Tollstrup

California Department of Resources, Recycling & Recovery
Kevin Taylor/Jeff Esquivel

State Water Resources Control Board
Regional Programs Unit
Division of Financial Assistance

State Water Resources Control Board
Cindy Forbes - Asst Deputy
Division of Drinking Water

State Water Resources Control Board
Div. Drinking Water # _____

State Water Resources Control Board
Student Intern, 401 Water Quality Certification Unit
Division of Water Quality

State Water Resources Control Board
Phil Crader
Division of Water Rights

Dept. of Toxic Substances Control Reg. # _____
CEQA Tracking Center

Department of Pesticide Regulation
CEQA Coordinator

Regional Water Quality Control Board (RWQCB)

RWQCB 1
Cathleen Hudson
North Coast Region (1)

RWQCB 2
Environmental Document Coordinator
San Francisco Bay Region (2)

RWQCB 3
Central Coast Region (3)

RWQCB 4
Teresa Rodgers
Los Angeles Region (4)

RWQCB 5S
Central Valley Region (5)

RWQCB 5F
Central Valley Region (5)
Fresno Branch Office

RWQCB 5R
Central Valley Region (5)
Redding Branch Office

RWQCB 6
Lahontan Region (6)

RWQCB 6V
Lahontan Region (6)
Victorville Branch Office

RWQCB 7
Colorado River Basin Region (7)

RWQCB 8
Santa Ana Region (8)

RWQCB 9
San Diego Region (9)

Other _____

Conservancy



NATIVE AMERICAN HERITAGE COMMISSION

March 7, 2024

Daniel Villa
City of Burbank
150 North Third Street
Burbank CA 91502

CHAIRPERSON
Reginald Pagaling
Chumash

VICE-CHAIRPERSON
Buffy McQuillen
Yokayo Pomo, Yuki,
Nomlaki

SECRETARY
Sara Dutschke
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Wayne Nelson
Luiseño

COMMISSIONER
Isaac Bojorquez
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Kumeyaay

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COMMISSIONER
Reid Milanovich
Cahuilla

COMMISSIONER
Vacant

EXECUTIVE SECRETARY
**Raymond C.
Hitchcock**
Miwok, Nisenan

NAHC HEADQUARTERS
1550 Harbor Boulevard
Suite 100
West Sacramento,
California 95691
(916) 373-3710
nahc@nahc.ca.gov
NAHC.ca.gov

Re: 2019110032, 2500 N. Hollywood Way-Dual Brand Hotel Project, Los Angeles County

Dear Mr. Villa:

The Native American Heritage Commission (NAHC) has received the Notice of Preparation (NOP), Draft Environmental Impact Report (DEIR) or Early Consultation for the project referenced above. The California Environmental Quality Act (CEQA) (Pub. Resources Code §21000 et seq.), specifically Public Resources Code §21084.1, states that a project that may cause a substantial adverse change in the significance of a historical resource, is a project that may have a significant effect on the environment. (Pub. Resources Code § 21084.1; Cal. Code Regs., tit.14, §15064.5 (b) (CEQA Guidelines § 15064.5 (b)). If there is substantial evidence, in light of the whole record before a lead agency, that a project may have a significant effect on the environment, an Environmental Impact Report (EIR) shall be prepared. (Pub. Resources Code §21080 (d); Cal. Code Regs., tit. 14, § 5064 subd.(a)(1) (CEQA Guidelines § 15064 (a)(1)). In order to determine whether a project will cause a substantial adverse change in the significance of a historical resource, a lead agency will need to determine whether there are historical resources within the area of potential effect (APE).

CEQA was amended significantly in 2014. Assembly Bill 52 (Gatto, Chapter 532, Statutes of 2014) (AB 52) amended CEQA to create a separate category of cultural resources, "tribal cultural resources" (Pub. Resources Code §21074) and provides that a project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment. (Pub. Resources Code §21084.2). Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource. (Pub. Resources Code §21084.3 (a)). **AB 52 applies to any project for which a notice of preparation, a notice of negative declaration, or a mitigated negative declaration is filed on or after July 1, 2015.** If your project involves the adoption of or amendment to a general plan or a specific plan, or the designation or proposed designation of open space, on or after March 1, 2005, it may also be subject to Senate Bill 18 (Burton, Chapter 905, Statutes of 2004) (SB 18). **Both SB 18 and AB 52 have tribal consultation requirements.** If your project is also subject to the federal National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (NEPA), the tribal consultation requirements of Section 106 of the National Historic Preservation Act of 1966 (154 U.S.C. 300101, 36 C.F.R. §800 et seq.) may also apply.

The NAHC recommends consultation with California Native American tribes that are traditionally and culturally affiliated with the geographic area of your proposed project as early as possible in order to avoid inadvertent discoveries of Native American human remains and best protect tribal cultural resources. Below is a brief summary of portions of AB 52 and SB 18 as well as the NAHC's recommendations for conducting cultural resources assessments.

Consult your legal counsel about compliance with AB 52 and SB 18 as well as compliance with any other applicable laws.

AB 52

AB 52 has added to CEQA the additional requirements listed below, along with many other requirements:

- 1. Fourteen Day Period to Provide Notice of Completion of an Application/Decision to Undertake a Project:** Within fourteen (14) days of determining that an application for a project is complete or of a decision by a public agency to undertake a project, a lead agency shall provide formal notification to a designated contact of, or tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, to be accomplished by at least one written notice that includes:

 - a. A brief description of the project.
 - b. The lead agency contact information.
 - c. Notification that the California Native American tribe has 30 days to request consultation. (Pub. Resources Code §21080.3.1 (d)).
 - d. A "California Native American tribe" is defined as a Native American tribe located in California that is on the contact list maintained by the NAHC for the purposes of Chapter 905 of Statutes of 2004 (SB 18). (Pub. Resources Code §21073).
- 2. Begin Consultation Within 30 Days of Receiving a Tribe's Request for Consultation and Before Releasing a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report:** A lead agency shall begin the consultation process within 30 days of receiving a request for consultation from a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project. (Pub. Resources Code §21080.3.1, subds. (d) and (e)) and prior to the release of a negative declaration, mitigated negative declaration or Environmental Impact Report. (Pub. Resources Code §21080.3.1(b)).

 - a. For purposes of AB 52, "consultation shall have the same meaning as provided in Gov. Code §65352.4 (SB 18). (Pub. Resources Code §21080.3.1 (b)).
- 3. Mandatory Topics of Consultation If Requested by a Tribe:** The following topics of consultation, if a tribe requests to discuss them, are mandatory topics of consultation:

 - a. Alternatives to the project.
 - b. Recommended mitigation measures.
 - c. Significant effects. (Pub. Resources Code §21080.3.2 (a)).
- 4. Discretionary Topics of Consultation:** The following topics are discretionary topics of consultation:

 - a. Type of environmental review necessary.
 - b. Significance of the tribal cultural resources.
 - c. Significance of the project's impacts on tribal cultural resources.
 - d. If necessary, project alternatives or appropriate measures for preservation or mitigation that the tribe may recommend to the lead agency. (Pub. Resources Code §21080.3.2 (a)).
- 5. Confidentiality of Information Submitted by a Tribe During the Environmental Review Process:** With some exceptions, any information, including but not limited to, the location, description, and use of tribal cultural resources submitted by a California Native American tribe during the environmental review process shall not be included in the environmental document or otherwise disclosed by the lead agency or any other public agency to the public, consistent with Government Code §6254 (r) and §6254.10. Any information submitted by a California Native American tribe during the consultation or environmental review process shall be published in a confidential appendix to the environmental document unless the tribe that provided the information consents, in writing, to the disclosure of some or all of the information to the public. (Pub. Resources Code §21082.3 (c)(1)).
- 6. Discussion of Impacts to Tribal Cultural Resources in the Environmental Document:** If a project may have a significant impact on a tribal cultural resource, the lead agency's environmental document shall discuss both of the following:

 - a. Whether the proposed project has a significant impact on an identified tribal cultural resource.
 - b. Whether feasible alternatives or mitigation measures, including those measures that may be agreed to pursuant to Public Resources Code §21082.3, subdivision (a), avoid or substantially lessen the impact on the identified tribal cultural resource. (Pub. Resources Code §21082.3 (b)).

7. Conclusion of Consultation: Consultation with a tribe shall be considered concluded when either of the following occurs:
- a. The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource; or
 - b. A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached. (Pub. Resources Code §21080.3.2 (b)).
8. Recommending Mitigation Measures Agreed Upon in Consultation in the Environmental Document: Any mitigation measures agreed upon in the consultation conducted pursuant to Public Resources Code §21080.3.2 shall be recommended for inclusion in the environmental document and in an adopted mitigation monitoring and reporting program, if determined to avoid or lessen the impact pursuant to Public Resources Code §21082.3, subdivision (b), paragraph 2, and shall be fully enforceable. (Pub. Resources Code §21082.3 (a)).
9. Required Consideration of Feasible Mitigation: If mitigation measures recommended by the staff of the lead agency as a result of the consultation process are not included in the environmental document or if there are no agreed upon mitigation measures at the conclusion of consultation, or if consultation does not occur, and if substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource, the lead agency shall consider feasible mitigation pursuant to Public Resources Code §21084.3 (b). (Pub. Resources Code §21082.3 (e)).
10. Examples of Mitigation Measures That, If Feasible, May Be Considered to Avoid or Minimize Significant Adverse Impacts to Tribal Cultural Resources:
- a. Avoidance and preservation of the resources in place, including, but not limited to:
 - i. Planning and construction to avoid the resources and protect the cultural and natural context.
 - ii. Planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.
 - b. Treating the resource with culturally appropriate dignity, taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following:
 - i. Protecting the cultural character and integrity of the resource.
 - ii. Protecting the traditional use of the resource.
 - iii. Protecting the confidentiality of the resource.
 - c. Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.
 - d. Protecting the resource. (Pub. Resource Code §21084.3 (b)).
 - e. Please note that a federally recognized California Native American tribe or a non-federally recognized California Native American tribe that is on the contact list maintained by the NAHC to protect a California prehistoric, archaeological, cultural, spiritual, or ceremonial place may acquire and hold conservation easements if the conservation easement is voluntarily conveyed. (Civ. Code §815.3 (c)).
 - f. Please note that it is the policy of the state that Native American remains and associated grave artifacts shall be repatriated. (Pub. Resources Code §5097.991).
11. Prerequisites for Certifying an Environmental Impact Report or Adopting a Mitigated Negative Declaration or Negative Declaration with a Significant Impact on an Identified Tribal Cultural Resource: An Environmental Impact Report may not be certified, nor may a mitigated negative declaration or a negative declaration be adopted unless one of the following occurs:
- a. The consultation process between the tribes and the lead agency has occurred as provided in Public Resources Code §21080.3.1 and §21080.3.2 and concluded pursuant to Public Resources Code §21080.3.2.
 - b. The tribe that requested consultation failed to provide comments to the lead agency or otherwise failed to engage in the consultation process.
 - c. The lead agency provided notice of the project to the tribe in compliance with Public Resources Code §21080.3.1 (d) and the tribe failed to request consultation within 30 days. (Pub. Resources Code §21082.3 (d)).

SB 18

SB 18 applies to local governments and requires local governments to contact, provide notice to, refer plans to, and consult with tribes prior to the adoption or amendment of a general plan or a specific plan, or the designation of open space. (Gov. Code §65352.3). Local governments should consult the Governor's Office of Planning and Research's "Tribal Consultation Guidelines," which can be found online at: https://www.opr.ca.gov/docs/09_14_05_Updated_Guidelines_922.pdf.

Some of SB 18's provisions include:

1. **Tribal Consultation**: If a local government considers a proposal to adopt or amend a general plan or a specific plan, or to designate open space it is required to contact the appropriate tribes identified by the NAHC by requesting a "Tribal Consultation List." If a tribe, once contacted, requests consultation the local government must consult with the tribe on the plan proposal. **A tribe has 90 days from the date of receipt of notification to request consultation unless a shorter timeframe has been agreed to by the tribe.** (Gov. Code §65352.3 (a)(2)).
2. **No Statutory Time Limit on SB 18 Tribal Consultation**. There is no statutory time limit on SB 18 tribal consultation.
3. **Confidentiality**: Consistent with the guidelines developed and adopted by the Office of Planning and Research pursuant to Gov. Code §65040.2, the city or county shall protect the confidentiality of the information concerning the specific identity, location, character, and use of places, features and objects described in Public Resources Code §5097.9 and §5097.993 that are within the city's or county's jurisdiction. (Gov. Code §65352.3 (b)).
4. **Conclusion of SB 18 Tribal Consultation**: Consultation should be concluded at the point in which:
 - a. The parties to the consultation come to a mutual agreement concerning the appropriate measures for preservation or mitigation; or
 - b. Either the local government or the tribe, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached concerning the appropriate measures of preservation or mitigation. (Tribal Consultation Guidelines, Governor's Office of Planning and Research (2005) at p. 18).

Agencies should be aware that neither AB 52 nor SB 18 precludes agencies from initiating tribal consultation with tribes that are traditionally and culturally affiliated with their jurisdictions before the timeframes provided in AB 52 and SB 18. For that reason, we urge you to continue to request Native American Tribal Contact Lists and "Sacred Lands File" searches from the NAHC. The request forms can be found online at: <http://nahc.ca.gov/resources/forms/>.

NAHC Recommendations for Cultural Resources Assessments

To adequately assess the existence and significance of tribal cultural resources and plan for avoidance, preservation in place, or barring both, mitigation of project-related impacts to tribal cultural resources, the NAHC recommends the following actions:

1. Contact the appropriate regional California Historical Research Information System (CHRIS) Center (https://ohp.parks.ca.gov/?page_id=30331) for an archaeological records search. The records search will determine:
 - a. If part or all of the APE has been previously surveyed for cultural resources.
 - b. If any known cultural resources have already been recorded on or adjacent to the APE.
 - c. If the probability is low, moderate, or high that cultural resources are located in the APE.
 - d. If a survey is required to determine whether previously unrecorded cultural resources are present.
2. If an archaeological inventory survey is required, the final stage is the preparation of a professional report detailing the findings and recommendations of the records search and field survey.
 - a. The final report containing site forms, site significance, and mitigation measures should be submitted immediately to the planning department. All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum and not be made available for public disclosure.
 - b. The final written report should be submitted within 3 months after work has been completed to the appropriate regional CHRIS center.

3. Contact the NAHC for:
 - a. A Sacred Lands File search. Remember that tribes do not always record their sacred sites in the Sacred Lands File, nor are they required to do so. A Sacred Lands File search is not a substitute for consultation with tribes that are traditionally and culturally affiliated with the geographic area of the project's APE.
 - b. A Native American Tribal Consultation List of appropriate tribes for consultation concerning the project site and to assist in planning for avoidance, preservation in place, or, failing both, mitigation measures.

4. Remember that the lack of surface evidence of archaeological resources (including tribal cultural resources) does not preclude their subsurface existence.
 - a. Lead agencies should include in their mitigation and monitoring reporting program plan provisions for the identification and evaluation of inadvertently discovered archaeological resources per Cal. Code Regs., tit. 14, § 15064.5(f) (CEQA Guidelines § 15064.5(f)). In areas of identified archaeological sensitivity, a certified archaeologist and a culturally affiliated Native American with knowledge of cultural resources should monitor all ground-disturbing activities.
 - b. Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the disposition of recovered cultural items that are not burial associated in consultation with culturally affiliated Native Americans.
 - c. Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the treatment and disposition of inadvertently discovered Native American human remains. Health and Safety Code § 7050.5, Public Resources Code § 5097.98, and Cal. Code Regs., tit. 14, § 15064.5, subdivisions (d) and (e) (CEQA Guidelines § 15064.5, subds. (d) and (e)) address the processes to be followed in the event of an inadvertent discovery of any Native American human remains and associated grave goods in a location other than a dedicated cemetery.

If you have any questions or need additional information, please contact me at my email address:
Andrew.Green@NAHC.ca.gov.

Sincerely,

Andrew Green

Andrew Green
Cultural Resources Analyst

cc: State Clearinghouse



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

SENT VIA E-MAIL:

March 20, 2024

dvilla@burbankca.gov

Daniel Villa, Principal Planner
City of Burbank
Community Development Department
Planning Division
150 North Third Street,
P.O. Box 6459,
Burbank, California 91502

Notice of Preparation of a Draft Environmental Impact Report for the 2500 North Hollywood Way - Dual Brand Hotel Project (Proposed Project)

South Coast Air Quality Management District (South Coast AQMD) staff appreciate the opportunity to comment on the above-mentioned document. Our comments are recommendations on the analysis of potential air quality impacts from the Proposed Project that should be included in the Draft Environmental Impact Report (EIR). Please send a copy of the Draft EIR upon its completion and public release directly to South Coast AQMD as copies of the Draft EIR submitted to the State Clearinghouse are not forwarded. **In addition, please send all appendices and technical documents related to the air quality, health risk, and greenhouse gas analyses (electronic versions of all emission calculation spreadsheets, air quality modeling, and health risk assessment input and output files, not PDF files). Any delays in providing all supporting documentation for our review will require additional review time beyond the end of the comment period.**

Responsible Agency and South Coast AQMD Permits

CEQA Guidelines Section 15096 sets forth specific procedures for a Responsible Agency, including making a decision on the adequacy of the CEQA document for use as part of the process for conducting a review of the Proposed Project and issuing discretionary approvals. Moreover, it is important to note that if a Responsible Agency determines that a CEQA document is not adequate to rely upon for its discretionary approvals, the Responsible Agency must take further actions listed in CEQA Guideline Section 15096(e), which could have the effect of delaying the implementation of the Proposed Project. In its role as CEQA Responsible Agency, the South Coast AQMD is obligated to ensure that the CEQA document prepared for this Proposed Project contains a sufficient project description and analysis to be relied upon in order to issue any discretionary approvals that may be needed for air permits.

For these reasons, the final CEQA document should be revised to include a discussion about any and all new stationary and portable equipment requiring South Coast AQMD air permits, provide the evaluation of their air quality and greenhouse gas impacts, and identify South Coast AQMD as a Responsible Agency for the Proposed Project as this information will be relied upon as the basis for the permit conditions and emission limits for the air permit(s). Please contact South Coast AQMD's Engineering and Permitting staff at (909) 396-3385 for questions regarding what types of equipment would require air permits. For more general information on permits, please visit South Coast AQMD's webpage at <http://www.aqmd.gov/home/permits>.

CEQA Air Quality Analysis

Staff recommends that the Lead Agency use South Coast AQMD's CEQA Air Quality Handbook and website¹ as guidance when preparing the air quality and greenhouse gas analyses. It is also recommended that the Lead Agency use the CalEEMod² land use emissions software, which can estimate pollutant emissions from typical land use development and is the only software model maintained by the California Air Pollution Control Officers Association.

South Coast AQMD has developed both regional and localized significance thresholds. South Coast AQMD staff recommends that the Lead Agency quantify criteria pollutant emissions and compare the emissions to South Coast AQMD's CEQA regional pollutant emissions significance thresholds³ and localized significance thresholds (LSTs)⁴ to determine the Proposed Project's air quality impacts. The localized analysis can be conducted by either using the LST screening tables or performing dispersion modeling.

The Lead Agency should identify any potential adverse air quality impacts that could occur from all phases of the Proposed Project and all air pollutant sources related to the Proposed Project. Air quality impacts from both construction (including demolition, if any) and operations should be calculated. Construction-related air quality impacts typically include, but are not limited to, emissions from the use of heavy-duty equipment from grading, earth-loading/unloading, paving, architectural coatings, off-road mobile sources (e.g., heavy-duty construction equipment) and on-road mobile sources (e.g., construction worker vehicle trips, material transport trips, and hauling trips). Operation-related air quality impacts may include, but are not limited to, emissions from stationary sources (e.g., boilers and air pollution control devices), area sources (e.g., solvents and coatings), and vehicular trips (e.g., on- and off-road tailpipe emissions and entrained dust). Air quality impacts from indirect sources, such as sources that generate or attract vehicular trips, should be included in the analysis. Furthermore, emissions from the overlapping construction and operational activities should be combined and compared to South Coast AQMD's regional air quality CEQA *operational* thresholds to determine the level of significance.

In the event that implementation of the Proposed Project requires a permit from South Coast AQMD, South Coast AQMD should be identified as a Responsible Agency for the Proposed Project in the Draft EIR. The assumptions in the air quality analysis in the EIR will be the basis for evaluating the permit under CEQA and imposing permit conditions and limits. Questions on permits should be directed to South Coast AQMD's Engineering and Permitting staff at (909) 396-3385.

Mitigation Measures

In the event that the Proposed Project results in significant adverse air quality impacts, CEQA requires that all feasible mitigation measures that go beyond what is required by law be utilized to minimize these impacts. Any impacts resulting from mitigation measures must also be analyzed. Several resources to assist the Lead Agency with identifying potential mitigation measures for the Proposed Project include South Coast AQMD's CEQA Air Quality Handbook,⁵ South Coast AQMD's Mitigation Monitoring and Reporting Plan for the 2022 Air Quality Management Plan,⁶ and Southern California Association of

¹ South Coast AQMD's CEQA Handbook and other resources for preparing air quality analyses can be found at:

<http://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook>.

² CalEEMod is available free of charge at: www.caleemod.com.

³ South Coast AQMD's CEQA regional pollutant emissions significance thresholds can be found at:

<http://www.aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf>.

⁴ South Coast AQMD's guidance for performing a localized air quality analysis can be found at:

<http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/localized-significance-thresholds>.

⁵ <https://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook>

⁶ South Coast AQMD's 2022 Air Quality Management Plan can be found at: <http://www.aqmd.gov/home/air-quality/clean-air-plans/air-quality-mgt-plan> (Chapter 4 - Control Strategy and Implementation).

Government's Mitigation Monitoring and Reporting Plan for the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy.⁷.

South Coast AQMD staff is available to work with the Lead Agency to ensure that air quality, greenhouse gas, and health risk impacts from the Proposed Project are accurately evaluated and mitigated where feasible. If you have any questions regarding this letter, please contact me at swang1@aqmd.gov.

Sincerely,

Sam Wang

Sam Wang
Program Supervisor, CEQA IGR
Planning, Rule Development & Implementation

SW
LAC240313-09
Control Number

⁷ Southern California Association of Governments' 2020-2045 RTP/SCS can be found at:
https://www.connectsocial.org/Documents/PEIR/certified/Exhibit-A_ConnectSoCal_PEIR.pdf.

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14820 Mulholland Dr.
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To: Mr. Daniel Villa,
City of Burbank, Planning Department
275 East Olive Avenue
Burbank, CA 91502
Sent by US Mail and Email: dvilla@burbankca.gov

April 2, 2024

**RE: 2500 N. Hollywood Way (the “Hotel Parcel”)
Letter Providing Requirements To Be Studied By the Environmental Impact
Report for The Proposed Development on the Hotel Parcel**

Dear Mr. Villa:

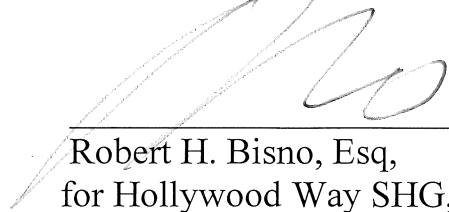
This office represents Hollywood Way SHG LLC, the owner of 2550 N. Hollywood Way, Burbank, CA (“Office Building Owner” or “SHG”). I incorporate by reference the letter I sent on November 27, 2019, comments I made at the public/scoping meeting in advance of my November 27, 2019 letter and the comments I made on March 20, 2024 at the Zoom public/scoping meeting. Those comments are amended to refer to the current City Budget et. cet. To confirm the City’s position, at the March 20, 2024 meeting you advised those attending the meeting that previous comments, including those above referenced, would be incorporated in your decision as to scoping.

Overview. The Office Building Owner has disputes with AWH Partners, LLC, the owner of 2500 N. Hollywood Way (“AWH”) regarding what may or may not be developed on the 2500 N. Hollywood Way (the “Hotel Parcel”) beyond the improvements currently existing on the Hotel Parcel. The entitlements for improvements which AWH is pursuing would significantly interfere with, and materially impair, SHG’s rights under the Reciprocal Easement Agreement (“REA”) benefiting and burdening both the Hotel Parcel and SHG’ property, which include, but are not limited to, SHG’s easement rights under the REA, SHG’s parking rights

under the REA, and SHG's right under the REA that PD 89-1 be complied with by both AWH and SHG.

SHG strongly urges the City to require AWH to provide a full and bonded indemnity and hold harmless against any and all damages resulting from actions SHG may pursue against the City and/or AWH due to any rights of SHG which may be impacted should the City grant AWH any entitlements that interfere with SHG's rights. The potential damages to SHG may be millions of dollars and SHG reserves all rights to seek compensation for the same. The City must consider these issues in any EIR.

Respectfully submitted this 2nd day of April, 2024.



Robert H. Bisno, Esq,
for Hollywood Way SHG, LLC

cc Mr. Charles Jarrell, Esq.
via email: cjarrell@allenmatkins.com

DEPARTMENT OF TRANSPORTATION

DISTRICT 7
100 S. MAIN STREET, MS 16
LOS ANGELES, CA 90012
PHONE (213) 269-1124
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*Making Conservation
a California Way of Life*

April 3, 2024

Daniel Villa, Principal Planner
Community Development Department
Planning Division
City of Burbank
150 North Third Street
Burbank, California, 91502

RE: 2500 N. Hollywood Way-Dual Brand Hotel
Project
SCH # 2019110032
Vic. LA-5/PM 30.476 to 32.368
GTS # LA-2019-04473-RNOP

Dear Daniel Villa:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the above-referenced Recirculated NOP. The Project proposes the development of a new seven-story dual-brand hotel (the Hotel), consisting of approximately 262,338 square feet and a separate, detached four-story parking garage (the Garage). The Garage would consist of 208,040 square feet of valet-only parking, providing up to 766 parking spaces, with an additional 285 parking spaces on grade. The proposed seven-story dual-brand Hotel would consist of two hotel uses (Aloft and Residence Inn) with a total of 420 hotel rooms.

The mission of Caltrans is to provide a safe and reliable transportation network that serves all people and respects the environment. Senate Bill 743 (2013) has codified into CEQA law and mandated that CEQA review of transportation impacts of proposed development be modified by using Vehicle Miles Traveled (VMT) as the primary metric in identifying transportation impacts for all future development projects. You may reference the Governor's Office of Planning and Research (OPR) for more information:

<https://opr.ca.gov/ceqa/#guidelines-updates>

As a reminder, VMT is the standard transportation analysis metric in CEQA for land use projects after July 1, 2020, which is the statewide implementation date.

Caltrans is aware of the challenges that the region faces in identifying viable solutions to alleviating congestion on State and Local facilities. With limited room to expand vehicular capacity, this development should incorporate multi-modal and complete streets transportation elements that will actively promote alternatives to car use and better manage existing parking assets. Prioritizing and allocating space to efficient modes of travel such as bicycling and public transit can allow streets to transport more people in a fixed amount of right-of-way.

Caltrans supports the implementation of complete streets and pedestrian safety measures such as road diets and other traffic calming measures. Please note the Federal Highway Administration (FHWA) recognizes the road diet treatment as a proven safety countermeasure, and the cost of a road diet can be significantly reduced if implemented in tandem with routine street resurfacing. Overall, the environmental report should ensure all modes are served well by planning and development activities. This includes reducing single occupancy vehicle trips, ensuring safety, reducing vehicle miles traveled, supporting accessibility, and reducing greenhouse gas emissions.

We encourage the Lead Agency to evaluate the potential of Transportation Demand Management (TDM) strategies and Intelligent Transportation System (ITS) applications in order to better manage the transportation network, as well as transit service and bicycle or pedestrian connectivity improvements. For additional TDM options, please refer to the Federal Highway Administration's *Integrating Demand Management into the Transportation Planning Process: A Desk Reference* (Chapter 8). This reference is available online at:

<http://ops.fhwa.dot.gov/publications/fhwahop12035/fhwahop12035.pdf>

Also, Caltrans has published the VMT-focused Transportation Impact Study Guide (TISG), dated May 20, 2020 and the Caltrans Interim Land Development and Intergovernmental Review (LD-IGR) Safety Review Practitioners Guidance, prepared in On December 18, 2020. You can review those document at the following link:

<https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/sb-743/2020-05-20-approved-vmt-focused-tisg-a11y.pdf>

<https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/sb-743/2020-12-22-updated-interim-ldigr-safety-review-guidance-a11y.pdf>

Potential environmental effects of the Project should include the Transportation section with VMT analysis in the Draft Environmental Impact Report. To address this development traffic safety concerns, Caltrans recommends the Lead Agency include

Daniel Villa, Principal Planner

April 3, 2024

Page 3 of 3

queuing analysis with actual signal timing for existing traffic conditions plus project trip condition at the following impacted off-ramps:

- A. SB I-5 off-ramp at N Hollywood Way
- B. NB I-5 off-ramp at N Buena Vista St.
- C. NB I-5 off-ramp at Empire Ave./N San Fernando Blvd.

Traffic consultant may contact Caltrans to confirm study locations.

Caltrans encourages lead agencies to prepare traffic safety impact analysis for this development in the California Environmental Quality Act (CEQA) review process using Caltrans guidelines above on the State facilities so that, through partnerships and collaboration, California can reach zero fatalities and serious injuries by 2050.

If you have any questions, please feel free to contact Mr. Alan Lin the project coordinator at (213) 269-1124 and refer to GTS # LA-2019-04473-RNOP.

Sincerely,



MIYA EDMONSON
LDR/CEQA Branch Chief

email: State Clearinghouse

April 4, 2024

VIA EMAIL:

Daniel Villa, Principal Planner
Department of Community Development, City of Burbank
dvilla@burbankca.gov

**Re: Notice of Preparation for a Recirculated Draft EIR (SCH # 2019110032);
Dual Brand Hotel Project (2500 N. Hollywood Way)**

Dear Mr. Villa:

On behalf of UNITE HERE Local 11 (“**Local 11**”), this office respectfully provides the following comments¹ to the City of Burbank (“**City**”) in response to the *recirculated* Notice of Preparation (“**NOP**”)^{2, 3} of a Draft Environmental Impact Report (“**DEIR**”) involving a proposed 7-story, 420-room, dual-brand hotel (“**Project**”) located on an 11.76-acre property at the above-referenced address (“**Site**”). The Project consists of 203 short-term stay guest rooms (i.e., Aloft), 217 long-term stay guest rooms (i.e., Residence Inn), and a 4-story, 766-space, valet-only parking garage with an additional 285 at-grade parking spaces. The Site is currently developed with an existing two-tower (8 and 9 stories tall), 488-room Marriott Hotel with an adjacent 46,500 square-foot Convention Center, which will remain in operation during and after the Project’s estimated 24-month construction period (anticipated to start in late 2024).

In furtherance of the Project, applicant AWH Partners (“**Applicant**”)⁴ is seeking various project approvals under the Burbank Municipal Code (“**BMC**” or “**Code**”), including: (i) a Planned Development to allow Project-specific zoning on the Site (“**PD**”); (ii) a Development Review to construct the project (“**DR**”); and (iii) a new Development Agreement to establish the rights and obligations of the Applicant (“**DA**”) (collectively “**Entitlements**”). Additionally, for the purposes of the California Environmental Quality Act (“**CEQA**”),⁵ the City is considering the adoption of the forthcoming DEIR and associated Mitigation Monitoring Reporting Program (“**MMRP**”) and any overriding Statement of Overriding Considerations (“**SOC**”).

Local 11 provides the following four comments with respect to the forthcoming DEIR and Entitlements (collectively “**Project Approvals**”).

¹ Herein, page citations are either the stated pagination (i.e., “**p. #**”) or PDF-page location (i.e., “**PDF p. #**”)

² City (3/6/24) Recirculated NOP, <https://files.ceqanet.opr.ca.gov/256853-3/attachment/htCvSr2eBUS9A96mw1wxgugoqDvw9VmJ6AEsNEhLHY-fRB7sAZ4FS1BAPvSiEftZrPc6FCdf5B3JWK70>.

³ Original NOP issued in November 2019. (See City (11/1/19) Original NOP, <https://files.ceqanet.opr.ca.gov/-256853-2/attachment/ecAt8jC5lv4JsNwSSCE84LndsrK6uN7IUWUnyziuhgRlcDHYDLfRYcTkxs5rJRV94J6idhIx9sHiZaHL0.>)

⁴ While the NOP does not identify the Applicant, Local 11 believes AWH Partners was the Applicant at least as of late-2019. (See UrbanizeLA (11/7/19) Dual-Branded Hotel to Rise Near Hollywood Burbank Airport, <https://la.urbanize.city/post/dual-branded-hotel-rise-near-hollywood-burbank-airport.>)

⁵ Including “**CEQA Guidelines**” codified at 14 Cal. Code. Regs. § 15000 et seq.

First, Local 11 has standing in this matter. Local 11 represents more than 25,000 workers employed in hotels, restaurants, airports, sports arenas, and convention centers throughout Southern California and Phoenix, Arizona—including hundreds who live or work in the City of Burbank. The union has a First Amendment right to petition public officials in connection with matters of public concern, including compliance with applicable zoning rules and CEQA, just as developers, other community organizations, and individual residents do. Protecting its members' interest in the environment, including advocating for the environmental sustainability of development projects and ensuring the availability of affordable housing (in compliance with state and local rules) is part of Local 11's core function. Recognizing unions' interest and union members' interest in these issues, California courts have consistently upheld unions' standing to litigate land use and environmental claims. (See *Bakersfield Citizens v. Bakersfield* (2004) 124 Cal.App.4th 1184, 1198.) Furthermore, Local 11 has public interest standing to challenge the Project Approvals given the City's public duty to comply with applicable zoning and CEQA laws, which Local 11 seeks to enforce. (See *Rialto Citizens for Responsible Growth v. City of Rialto* (2012) 208 Cal.App.4th 899, 914-916 [fn. 6].⁶)

Second, before granting additional discretionary legislative approvals, the City should consider a mixed-use housing/hotel project alternative. Here, the Project approvals include a PD and DA to allow the rezoning of the Site to enable more hotel uses. (See NOP, p. 13.) These Entitlements are legislative actions the City Council has the discretion to approve or reject,⁷ similar to other legislative actions like general plan amendments. Instead of the hotel-only Project, the City could adopt a DA with similar legislative approvals to allow high-density residential, mixed-use projects in this part of the City. Instead of adjusting its zoning laws to permit more hotel uses, the City has the power to adjust the zoning for this area as necessary to allow for housing, which is appropriate for several reasons, including:

- Under its current Housing Element, the City's Regional Housing Needs Assessment ("RHNA") for the 2021-2029 planning period is 8,772 net units—over 60 percent of which are needed at moderate-income or lower affordable levels.⁸
- The Site is within the proposed Golden State Specific Plan ("GSSP") area, which is identified for more than 2,600 units of new housing under the Housing Element.⁹
- High-density, mixed-use housing is likely appropriate for this area, as demonstrated by the nearby former Fry's redevelopment project (i.e., 160,000 square feet of office/commercial uses and 862 residential units) that is roughly ½ mile from the Project Site.¹⁰
- The Site is located outside of the Burbank Airport noise contours.¹¹

⁶ See also *La Mirada Avenue Neighborhood Assn. of Hollywood v. City of Los Angeles* (2018) 22 Cal.App.5th 1149, 1158-1159; *Weiss v. City of Los Angeles* (2016) 2 Cal.App.5th 194, 205-206; *Save the Plastic Bag Coalition v. City of Manhattan Beach* (2011) 52 Cal.4th 155, 166, 169-170.

⁷ The Site is zoned PD (i.e., Planned Development) 89-1 (NOP, p. 4), which under the Code, allows any use subject to a discretionary Development Agreement (i.e., a discretionary legislative approval). (See BMC § 10-1-19118 et seq.)

⁸ See Housing Element (2021-2029), pp. 1-46, https://www.burbankhousingelement.com/wp-content/uploads/2022/10/Adopted-Burbank-Housing-Element_clean.pdf.

⁹ *Ibid.*, at p. I-50

¹⁰ *Ibid.*, at pp. 1-74 – 1-75, 1-82 [zoned C-3]; see also Housing Element Appendices, PDF p. 90 [Exh. 1-5], https://www.burbankhousingelement.com/wp-content/uploads/2022/10/Adopted-Burbank-Housing-Element_clean.pdf;

¹¹ See Hollywood Burbank Airport Noise Monitoring, <https://www.hollywoodburbankairport.com/noise/noise-monitoring/>; Current Noise Contour, <https://www.hollywoodburbankairport.com/wp->

- High-density, mixed-use housing within the Regional Commercial land use designation is consistent with the City's General Plan. (See e.g., Land Use Element,¹² p. 3-15 [Goal 11 and Policy 11.5].)

Third, the City should consider a robust hotel-specific traffic demand management ("TDM") program. Among the Project objectives is to "[s]upport environmentally conscious alternative modes of travel ... by promoting ride-sharing services and transportation demand management strategies in efforts to reduce local vehicle trips into and out of the City." (NOP, p. 6.) To this end, the Draft EIR should include a thorough vehicle miles traveled ("VMT") analysis. Neither the City's VMT Guidelines nor the Office of Planning Research ("OPR") VMT Technical Advisory (referenced in the City's VMT Guidelines) mention hotel uses.¹³ The proposed hotel project is not residential, office, or local-serving retail; instead, it is a regional-serving land used for out-of-town hotel patrons on a Site designated under the General Plan as Regional Commercial. (NOP, p. 4.) As a regional-serving use, the Project should not be screened out from a VMT analysis just because the Project is located within ½ mile of a major transit stop (i.e., often referred to as a high-quality transit or Transit Priority Area ["TPA"]). (See City VMT Guidelines, p. 3; OPR VMT Technical Advisory, pp. 13-14.) Local 11 urges the City to consider all feasible TDM measures, not just the bare minimum that could be required under the City's existing TDM ordinance (see BMC § 10-1-2301 et seq.), such as mitigation measures proposed by the Southern California Association of Governments ("SCAG"), the California Air Resources Board ("CARB"), OPR, and the California Air Pollution Control Officers Association ("CAPCOA") (also referenced in the City's VMT Guidelines).¹⁴ (City VMT Guidelines, p. 8.) For example, the Project should include a robust hotel-specific mandatory commuter reduction program with:

- Specific performance level to be reached (e.g., specific VMT or average daily trip reduction or both);
- Specified participation level target (e.g., 100 % employees);
- Participation in guarantee ride programs;
- Incentives for employee carpooling/vanpooling, such as access to preferential parking spaces or hotel valet service (or both);

[content/uploads/2022/05/Current-Noise-Contour.pdf](https://www.hollywoodburbankairport.com/wp-content/uploads/2022/05/Current-Noise-Contour.pdf); 2nd Quarter 2021 65 dB CNEL Contour Map, <https://www.hollywoodburbankairport.com/wp-content/uploads/2021/09/Noise-Contour-Map-2Q21.pdf>.

¹² See Land Use Element, https://www.burbankca.gov/documents/173607/1541047/20130213_Chapter+3+-+Land+Use.pdf/8130d103-3e0c-ac0d-9e31-99802742bb9a?t=1637190558920.

¹³ See City (12/1/20) Transportation Study Guidelines, <https://www.burbankca.gov/documents/173607/240347/20220622-BurbankTransportationStudyGuidelines-001.pdf/5c4e5ef0-7ea4-607b-11e8-54f83daa78cd?t=1655937648324&download=true>; see also OPR (Dec. 2018) Technical Advisory, https://opr.ca.gov/docs/20190122-743_Technical_Advisory.pdf.

¹⁴ SCAG (Dec. 2019) Final Program EIR, pp. 2.0-18 – 2.0-71 (see "project-level mitigation measures" for air quality, GHG, and transportation impacts), https://scag.ca.gov/sites/main/files/file-attachments/fpeir_connectsocial_complete.pdf?1607981618; CARB 2022 Scoping Plan, 4, 7, 24, 29 & Appendix D, p. 23, <https://ww2.arb.ca.gov/our-work/programs/ab-32-climate-change-scoping-plan/2022-scoping-plan-documents>; CARB's 2017 Scoping Plan, Appendix B-Local Action, pp. 1-8, 7-9 & Appendix D, p. 2, https://www.arb.ca.gov/cc/scopingplan/app_b_local_action_final.pdf; OPR (Dec. 2018) Technical Advisory, p. 27, https://opr.ca.gov/docs/20190122-743_Technical_Advisory.pdf; CAPCOA (Dec. 2021) Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity, pp. 31-32, 73, 76, 80-96, https://www.airquality.org/ClimateChange/Documents/Final%20Handbook_AB434.pdf; CAPCOA (Aug. 2010) Quantifying GHGs and Mitigation, pp. 64-74, <https://www.contracosta.ca.gov/DocumentCenter/View/34123/CAPCOA-2010-GHG-Quantification-PDF>.

- Subsidized transit passes for hotel workers and patrons; and
- Dedicated shuttle service for hotel patrons to nearby destinations.¹⁵

Fourth, the Project should include a hotel-specific recycling program that addresses the unique issues of plastic and organic waste generation. The Draft EIR should include a thorough analysis of the Project's compliance with the State's organic waste collection regulations that cover both multi-family and commercial developments (i.e., SB 1383)¹⁶ and how the Project will avoid wasteful use of plastic materials. A hotel-specific recycling program seems appropriate to address the acute single-use plastics issues facing hotels, which generate higher than average waste per employee than other businesses, with 65 percent comprised of food waste, mixed paper, and mixed plastics.¹⁷ Consistent with the State's SB 1383 and other plastic reduction efforts referenced by the City,¹⁸ Local 11 urges the City to consider requiring hotel-specific recycling and food waste programs, which can include various elements like:

- Promote recycled paper and other products like soap;
- Bans on disposable (i.e., designed to be used once and discarded) foodware items and accessories;
- Allowing customers to bring their own reusable items (if permissible, subject to waiver to accommodate kosher or other religious standards);
- Requirements for hand soap in refillable containers;
- No promotional items made of plastic;
- No water in plastic bottles or disposable single-use cups;
- No expanded polystyrene (i.e., Styrofoam);
- Require reusable napkins and tablecloths with recyclable disposable napkins only allowed for takeout;
- Hand dryers in areas accessible to customers;
- Requirement for reusable laundry bags;
- Reusable dishware for room service;
- Eliminate coffee pods/coffee machines that require pods;
- Offer toothpaste tablets in refillable packaging such as glass bottles or jars;
- Provide bamboo toothbrushes;
- Offer toiletries on request rather than automatically;
- Key cards made out of non-plastic materials, including traditional metal keys or wood, bamboo, and paper options for chip-based cards;
- Incentives for returning keys to discourage waste;
- Non-plastic shower caps, razors, shaving cream, slippers, eye masks, ear plugs;
- Remove minifridge items that use plastic;
- Eliminate the use of garbage bags if possible, or use bags made of compostable material;
- Require compostable gloves;

¹⁵ See e.g., Santa Monica Municipal Code § 9.5.130(B)(2)(b); <https://www.octa.net/getting-around/rideshare/oc-rideshare/employers/guaranteed-ride-home-program/>; <https://www.ci.healdsburg.ca.us/AgendaCenter/ViewFile/Item/3098?fileID=21731>.

¹⁶ CalRecycle, FAQs about Implementing SB1383, <https://calrecycle.ca.gov/organics/slcp/faq/>.

¹⁷ CAPCOA Handbook for Analyzing Greenhouse Gas Emission Reductions, supra fn. 14, at PDF pp. 734-735.

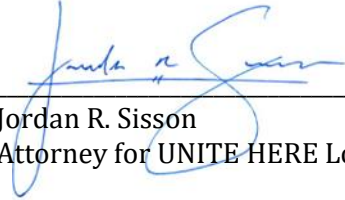
¹⁸ See e.g., City (5/3/22) Greenhouse Gas Reduction Plan, pp. 33, 73-76 (referencing Strategy SW-1 and sub actions), https://www.burbankca.gov/documents/173607/0/GGRP+Update+Final_w.App.pdf/5c876fb6-fed4-49e5-d7b6-dbcf058491a1?t=1666594217752.

- Do not use plastic wrap;
- Serve employee meals with reusable dishware and cutlery, as well as provide reusable water bottles for all employees with accessible water bottle refill stations;
- Replace paper towels with reusable dish rags; and
- Source plastic-free sponges.¹⁹

In conclusion, Local 11 thanks the City for the opportunity to provide these NOP comments. Local 11 looks forward to participating in the CEQA review process and working cooperatively with the City to ensure the Project is environmentally responsible and provides adequate public benefits.

This office requests all notices concerning any CEQA/land use actions involving the Project and Project Approvals as required under applicable law. (See e.g., Pub. Res. Code §§ 21092.2, 21167(f); Gov. Code § 65092.) Please send notice by electronic and regular mail and inform us of any fees associated with this request. Thank you for consideration of these comments. We ask that this letter be placed in the Project's administrative record.

Sincerely,



Jordan R. Sisson
Attorney for UNITE HERE Local 11

¹⁹ See e.g., <https://www.nytimes.com/2022/05/17/travel/clean-the-world-hotel-soap.html>; <https://freakonomics.com/podcast/the-economics-of-everyday-things-used-hotel-soaps/>; <https://cleantheworld.org/>; <https://bluestandard.com/guides/hotel-guide/>; https://clkrep.lacity.org/online/docs/2021/21-0064_ord_187718_1-23-23.pdf.