



SAN FRANCISCO PLANNING DEPARTMENT

Memo to the Planning Commission

INFORMATIONAL ITEM
HEARING DATE: DECEMBER 9, 2010

Date: December 2, 2010
To: Members, Planning Commission
From: John Rahaim, Director
Scott Sanchez, Zoning Administrator
Staff Contact: Christine Haw (415) 558-6618
Christine.Haw@sfgov.org
Re: Progress Report on the Academy of Art University (AAU)
Enforcement Program – Housing Practices
Recommendation: No action needed

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BACKGROUND

In the past few months, the Planning Department has made substantial progress on the concerns of the Planning Commission and staff on the AAU's lack of compliance with Planning Code requirements with a detailed, rigorous enforcement strategy. Staff has worked intensively with AAU and its representatives to address outstanding violations and to complete the environmental review.

At our last update on our continuing enforcement actions, the Planning Commission requested additional information on the housing practices and residential properties of the AAU. This memo provides a general overview of the AAU's residential properties and addresses concerns expressed by the Commission and the public in AAU's acquisition of buildings for student housing.

AAU RESIDENTIAL USES AND ENROLLMENT

Since its inception in 1929, the Academy has grown from a single facility with an enrollment of 45 students, to an institution of 36 facilities, including 17 residential properties and 19 academic and administrative properties, with Fall 2010 enrollment of 17,711 total students. Of these students, 11,182 students are onsite students, 3,207 are hybrid students (both onsite and online) and the remaining 6,529 are online only students. The Fall 2010 enrollment is almost double the 2005 enrollment of 8,715 students (6,816 onsite and 1,470 online); 2005 enrollment of 5,257 onsite contrasted with 11,182 onsite in 2010 the enrollment is more than double – 112%. The 2010 enrollment represents a 12.15% increase from 2009 enrollment (15,791 students - 9,325 onsite and 6,466 online).

The AAU began to acquire their first residential property in the 1990's and now owns 15 buildings and leases 2 residential buildings. The AAU residential facilities are a mix of dwelling units, residential hotel rooms, former tourist hotels, and live/work buildings. According to the most recent information submitted by AAU, the 17 buildings contain a total of 773 units and a total bed capacity of 1,894 beds. These numbers differ slightly from numbers previously submitted to the Planning Department; the AAU notes that common or study areas may be changed back to residential use to accommodate additional students and faculty. The addresses of the residential buildings and breakdown of total units in the 17 residential properties are included in the attachment that was submitted by AAU.

MANAGEMENT OF AAU RESIDENTIAL PROPERTIES

The AAU residential facilities are managed by Campus Living Villages, a management company of student housing accommodations. The AAU selected Campus Living Villages in 2007 to provide ongoing management services.

The AAU offers campus housing to all full-time students (12 unit course load for undergraduates and 9 units for graduate students). The AAU currently provides housing to 1,688 students or about 9.53% of all students or 15% of onsite and hybrid students, a ratio far lower than at most post secondary schools.

Each of the AAU residential facilities is designated for student residency based on students' status as first year students, continuing students, students over the age of 21 and graduate students. Students are allowed to select their preferred facilities as long as it matches their student status designation.

Housing costs, by semester, range from \$3,600 for a shared quad dormitory room to \$7,090 for a private studio apartment during the Fall and Spring semesters. Utility costs (electric, heat, water) are included in the housing costs. These costs do not include a meal plan.

At the time information was submitted to the Planning Department, the AAU states that all students requesting housing this fall were accommodated in AAU housing with a small number housed temporarily in local hotels/motels.

PERMANENT TENANTS REMAINING IN AAU BUILDINGS

A total of 19 permanent tenants reside in 6 AAU residential buildings. These permanent tenants were living in the building prior to the AAU's use of the buildings as student housing. The AAU states that it did not evict any previous tenants.

NEED FOR PRODUCTION OF NEW STUDENT HOUSING

The AAU's rise of their online only programs has reduced some of the demands for student housing and the AAU anticipates continued growth in online only programs. In 2005 the online only enrollment was 16.86% of the total enrollment; in 2010 the online enrollment increased to 36.86% of the total enrollment. Yet, from 2005 to 2010 the onsite students increased 112% and this growth may exacerbate housing pressure on the City's housing stock. Continued growth in AAU student enrollment will result in the need for additional residential properties, preferably the production of new student housing.

RENT CONTROL

The Planning Commission and members of the public have raised concerns regarding rent control and the AAU's residential properties. Chapter 37 of the Administrative Code (Residential Rent Stabilization and Arbitration Ordinance) governs rent control and establishes the Residential Rent Stabilization and Arbitration Board to oversee implementation of rent control. While the Department had stated in earlier staff reports that AAU dwelling units are not subject to Rent Control, recent statements by Delene Wolf, Executive Director of the Rent Board at the Land Use and Economic Development Committee on January 11, 2010, suggest that the Rent Board has been treating the units as subject to rent control.

Students residing in the AAU accommodations are not advised that their student housing is subject to rent control; however, the AAU is under no legal obligation to disclose San Francisco Rent Control Ordinance.

PLANNING CODE AMENDMENTS TO ADDRESS HOUSING

The Planning Commission's review of the proposed ordinance exempting student housing from Inclusionary Housing requirements contained several modifications that would prevent the conversion of residential properties to student housing. However, not all of the Commission's proposed modifications were incorporated into the final legislation. The new code section will prohibit the exemption from the Inclusionary Requirements if any residential unit is converted to student housing. But a definition of student housing was not added to the legislation. Staff will work with the Board of Supervisors to pursue these amendments separately.

The Planning Department had taken the position that the AAU's acquisition and use of apartment buildings designated as dwelling units under the Code for the purpose of housing students enrolled in the AAU is not a change of use as defined in the Planning Code. A new definition for student housing could be created within both "other housing" 209.2 for dormitories and in Section 209.1 under "dwelling units" for student apartments or it could be created as a separate, stand alone definition.

If the Commission would like to pursue further regulation, it could recommend prohibiting the conversion of existing residential units including Dwelling Units, Single Room Occupancy, and Residential Hotel Housing as regulated by Chapter 41 of the Administrative Code, as well as Large Tourist Hotels as regulated by Chapter 41F of the Administrative Code to student housing use. This prohibition on conversion could address the Planning Commission's and staff's concerns regarding AAU's acquisition and conversion of these properties to student housing. Presently Chapter 41 prohibits the conversion of a residential hotel to tourist hotel or voluntary demolition of a residential hotel; however, it does not prohibit the conversion of a residential hotel to another residential use, such as student housing. Further, the recently-passed student housing legislation did not outright prohibit conversion of residential units to student housing; it only prohibits an institution from seeking an exemption from the inclusionary housing program from converting residential units to student housing. These prohibitions could go further to protect existing housing stock and encourage production of new student housing.

In addition, the Planning Code may be amended to allow the conversion of other uses to a newly created student housing use by Conditional Use authorization. This would allow the Planning Commission to use discretion in approving the conversion of an existing use, e.g. office buildings to student housing.

The Department believes that these proposed amendments, coupled with the ordinance exempting student housing from the Inclusionary Housing Program reviewed last month at the Planning Commission, will preserve the City's existing housing stock and encourage the construction of new student housing.

Staff will return to the Planning Commission early next year with these proposed amendments.

COORDINATED INTERDEPARTMENTAL TASK FORCE

The Coordinated Interdepartmental Task Force completed the inspection of all AAU properties with representation from Fire, City Attorney, Public Health, Department of Building Inspection's Code Enforcement, Housing, Electrical and Plumbing Divisions and Planning. A total of 36 administrative, academic and residential buildings were inspected.

Notices of Violation and Correction Notices were issued by the respective departments on many of the buildings. Over a hundred permits have been approved to correct life safety violations. Out of those permits, roughly 70% of the work has been completed with the remaining work in progress. Examples of

**Progress Report on the Academy of Art University (AAU) Enforcement Program
Hearing Date: December 9, 2010**

the life safety work includes fire alarms, sprinklers, egress improvements, accessibility improvements, and electrical and plumbing improvements. In addition to these permits, the AAU is preparing submittals for additional life safety work that will be scheduled during winter break and summer break.

ENVIRONMENTAL REVIEW

Significant progress on the environmental review has been achieved since the submittal of the outstanding environmental review information. The Notice of Preparation was published on September 29, 2010 with the comment period closed as of November 5, 2010. A Scoping Meeting was held on October 26, 2010 with over 20 speakers in attendance. The draft transportation study is expected to be completed in mid-June, 2011. The first Administrative Draft EIR is expected to be finished in Summer 2011 and a Draft EIR released to the public in Fall 2011.

SIGNAGE

The Planning Department has been working closely with the AAU to complete a sign survey of all signs on all AAU properties. This sign survey allows us to determine which signs can be approved, which signs can never be approved, signs that await a Conditional Use hearing and signs that are in violation. To date 31 signs have been removed or permitted and an additional 20 signs are still in violation. The Department will seek further enforcement action and send out Notices of Violation and Penalty that will result in a \$250 per day fine for each unpermitted sign in violation of the Planning Code.

INSTITUTIONAL MASTER PLAN

The Department has not yet received the update of the Institutional Master Plan (IMP). As the EIR project description takes shape, the information will be used for the updated IMP.

POST EIR PROPERTIES

The AAU acquired additional properties (including 460 Townsend, 930-950 Van Ness, 963 O'Farrell and 2225 Jerrold) after the submission of the IMP and the EIR. Given that these properties were in use by AAU without proper land use authorizations, the Department took appropriate enforcement action.

The Department issued Enforcement Notifications and Notices of Violation and Penalties for the properties at 460 Townsend, 930-950 Van Ness and 963 O'Farrell. The Department did not send an Enforcement Notification and Notice of Violation and Penalty for 2225 Jerrold since the change to a bus storage facility from a beer distribution center would not have required a change of use.

The AAU removed its administrative staff and classes in Industrial Design from 930-950 Van Ness and 963 O'Farrell.

The AAU appealed the Department's Notice of Violation and Penalty for 460 Townsend at the Board of Appeals. The Board of Appeals upheld the Department's Notice of Violation with a 4-0 vote on November 4, 2010. The AAU has filed a rehearing request which has been scheduled before the Board of Appeals on December 8, 2010. If the rehearing request is denied, the \$250 per day penalty will start upon issuance of the Notice of Decision and Order.

REQUIRED COMMISSION ACTION

No action is required at this time

Progress Report on the Academy of Art University (AAU) Enforcement Program
Hearing Date: December 9, 2010

Attachments:

Academy of Art Student Housing Questions Prepared by AAU

AAU Enrollment

AAU Property List

Housing Costs

AAU License Agreement

Enforcement Chronology

AAU Submittal

Academy of Art Student Housing Questions

Academy Enrollment & Student Residential Occupancy Levels:

All Academy students are managed by Campus Living Villages (CLV). Campus Living Villages is a global provider of student housing accommodations. CLV manages student accommodations at Universities all over the world by employing proven best practices. The Academy selected CLV in the Fall of 2007 and were retained in December of 2007 to provide management services. In addition, CLV only provides numbers on the number of residential/bed spaces used by students.

See Table 1 below which shows a breakdown of total units/bed spaces the Academy has at its disposal for use by students, faculty & staff, and other uses such as common areas for student in residential locations, offices for residential directors, and or study rooms. This information was also provided to planning staff in March 2010.¹

Table 1: Academy of Art University Residential Buildings Breakdown			
	Total Units	Total Bed Space Capacity	Location
1	81	156	1055 Pine
2	57	122	1080 Bush
3	15	38	1153 Bush
4	60	269	168 Bluxome
5	52	80	1727 Lombard
6	9	28	1900 Jackson
7	23	49	1916 Octavia
8	28	68	560 Powell
9	33	165	575 Harrison
10	65	129	620 Sutter
11	61	177	655 Sutter
12	28	67	680 Sutter
13	34	70	736 Jones
14	113	219	(817) 825 Sutter
15	89	180	860 Sutter
16	18	53	2209 Van Ness
17	<u>7</u>	<u>24</u>	2211 Van Ness
TOTALS	773	1,894	

¹ Info originally submitted to Planning in March 2010 showed a total capacity of 1,873 bed spaces compared to what is shown in Table 1 which is 1,894. The gain in 21 bed spaces was obtained by reverting some larger units back to residential use.

In addition, it is the policy of the Academy to provide housing to students who request and apply for housing, and, if housing is available at the time of their request. On-line students are able to use campus housing as on-site students are allowed. However, on-line students must be full-time students to qualify for campus housing.

Academic Year 2010-2011: Fall 2010 Total enrollment = 17,711 students

Of this total 17,711 total students for Fall 2010, 11,182 are on-site students where 3,207 of this total are hybrid students (both on-line and on-site). In addition, the remaining 6,529 are only on-line students.

Currently, during the Fall 2010 academic semester, all available bed spaces for students are occupied (1,688 bed spaces).²

Academic Year 2009-2010: Beginning the Fall 2009 academic year, the Academy had 10,138 students (64 percent) taking class on-site in San Francisco and approximately 5,653 students taking classes on-line and who do not physically take classes in San Francisco. Overall student population during 2009-2010 academic year was 15,791.

During Spring 2010, 1,319 students occupied 1,319 total bed spaces. For Spring 2010, after subtracting the number of beds used by staff/faculty (61 bed spaces) and number of bed spaces used for other uses (common areas, storage, office space for residential managers which totaled 123 spaces), the remaining bed spaces open to students was 370 spaces.

This information on student residential usage (Spring 2010) of Academy residential locations was also provided to City planning staff in March 2010.

Student Enrollment & Academy Residential Occupancy Levels			
	Total Enrollment	On-Site	Bed Spaces Used by Students
Fall 2010 Semester	17,711	11,182	1,689
Fall 2009-Spring 2011	15,791	10,138	1,319

² It is important to note that 1,688 bed spaces used by students is fluid number. This number may fluctuate up or down on any given semester due to number of factors. Students(s) may leave the Academy, leave housing due to health issues and or non-payment and or a desire to no longer live in Academy campus housing and choose another housing option not related to the Academy. In addition, the 1,688 may fluctuate upwards in the situation demand requires the Academy to change common or study area back to residential use in order to accommodate additional students.

Academy Residential Locations:

The Academy has 17 residential locations which are used to house students, faculty and staff. The Academy residential buildings are a mix of former live/work, residential & hotel and private dwelling units. Also please note that this information was provided to City planning staff in March 2010.

The breakdown of these residential locations is as follows:

Former Live/Work buildings used by the Academy: The Academy uses two (2) locations previously used as "Live/Work":

1. 168 Bluxome: 61 total units; began use in 2007;
2. 575 Harrison: 33 total units; began use in 2007;

Former Residential Hotel Buildings: The Academy uses five (5) buildings which contain units previously designated as "residential hotel" use. Out of these five buildings, there is a total of 219 units previously designated as "residential hotel". It is also important to note that the Academy on an annual basis reports to the Housing Inspection Services Department for the Annual Usage Report on residential hotel units and pays the associated fee for the reporting to the City.

The five buildings are as follows:

1. 1080 Bush: 57 total units where 14 of the 57 are designated as residential hotel; began use in 1999;
2. 1153 Bush: 15 total units where all units are designated as residential hotel; began use in 1998;
3. 1916 Octavia: 22 total units where 21 are designated as residential hotel; began use in 1995;
4. 1055 Pine: all of the total 80 units are designated residential hotel; began use in 2000;
5. 860 Sutter: 89 total units where all units are designated as residential hotel; began use in 2003;

Former Private Dwelling Unit Buildings used by the Academy: The Academy uses six (6) locations where the previous use was "private dwelling(s)":

1. 1900 Jackson: 9 apartment style units; began use in 1997;
2. 736 Jones: 34 apartment style units; began use in 1994;
3. 560 Powell: 27 apartment style apartments; began use in 1996;
4. 680 Sutter: 28 apartment style apartments; began use in 1993;
5. 2209 Van Ness: mix of apartment and dormitory style units – 18 total units; began use in 1998;
6. 2211 Van Ness: mix of apartment style and dormitory style units – 7 total units; began use in 2205;

Former Tourist Hotel Buildings used by the Academy: The Academy uses three (3) locations where the previous use was "tourist hotel":

1. 1727 Lombard: 52 total units; began use in 2007;
2. 620 Sutter: 65 total rooms; began use in 2008;
3. 817 Sutter: 114 total rooms; began use in 2006;

Former Office building used by Academy: The Academy uses one (1) location where the previous use was "office":

1. 655 Sutter: 61 total units; began use in 1999;

**For location on Academy residential locations, please see the attached map.

Process of Selection & Assignment of Academy housing to students:

Each of our Residence Halls or Apartments has a specific designation (First Year Students, Continuing Students, Students over 21 and Graduate Students). Students are allowed to select their choice of an available residential unit that matches their student status. Some students may choose to live by where they have classes, and others may choose to live closer to where they want to work, etc. The students are not required to justify their selection so long as it matches their student status designation.

Exhibit 1

	1929	1940	1960	1980	1990	2000	2003	2004	2005	2006	2007	2008	2009
Student population	45	220	700	1,600	1,767	5,995	6,968	7,784	8,715	9,483	11,334	13,337	15,791
Full-time					1,209	3,614	4,438	4,704	5,257	6,139	7,309	8,313	9,325
Part-time	45				558	2,381	2,317	2,723	3,367	3,344	4,025	5,024	6,466
Undergrad					1,738	5,294	5,438	5,858	6,356	7,073	8,210	9,400	10,724
Graduate					27	701	1,117	1,358	1,666	2,045	2,689	3,473	4,586
Non-Degree	45				2		202	211	264	355	427	464	481
On-site	45	220	700	1,600	1,767	5,995	6,755	6,567	6,816	7,456	8,428	9,190	10,138
Online								860	1,470	2,027	2,906	4,147	5,653
Residential						628	667	600	813	970	1,471	1,844	1,873
Commuter	45	220	700	1,600	1,767	5,367	6,088	5,967	6,003	6,486	6,957	7,345	8,265
Faculty	1			123	165	696	803	834	896	1,047	1,228	1,000	1,301
Full-time						94	103	124	145	148	158	172	196
Part-time	1					602	700	710	751	899	1,070	828	1,105
Staff	1					480	574	644	694	773	847	853	968
Full-time	1					293	348	419	458	515	564	638	708
Part-time						187	226	225	236	258	283	215	260

Academy of Art University (AAU) Property List

December 2, 2010

Properties with known underlying land use issues, current use (from April 2008 IMP) and required entitlement. NOTE: All Conditional Use Authorizations also require a Building Permit Application.

KEY: Building Permit Application ("BPA"); Conditional Use Authorization ("CU") and Section 312 Neighborhood Notification ("312").

- 1) **601 Brannan Street:** Institutional Use - BPA/312.
- 2) **1080 Bush Street:** Group Housing (15 rooms) – CU. NOTE: Property also contains 42 dwelling units (see below).
- 3) **1153 Bush Street:** Group Housing (15 rooms) – CU.
- 4) **58-60 Federal Street:** Institutional Use – BPA.
- 5) **2225 Jerrold Street:** Institutional Use – BPA.
- 6) **1727 Lombard Street:** Group Housing (52 rooms) - CU/BPA. NOTE: The subject property features split zoning and only the rear portion of the property requires a CU. The CU request for this property was denied by the Planning Commission on August 8, 2008, and this portion of the property was returned to a use consistent with a tourist hotel.
- 7) **963 O'Farrell:** Institutional Use – CU. NOTE: Connected to 930-950 Van Ness Avenue (below).
- 8) **1916 Octavia Street:** Group Housing (23 rooms) – CU.
- 9) **1055 Pine Street:** Group Housing (81 rooms) – CU.
- 10) **1069 Pine Street:** Institutional – CU.
- 11) **491 Post Street:** Institutional – BPA. NOTE: The signage on this property has already been legalized.
- 12) **2340 Stockton Street:** Institutional Use – BPA.
- 13) **620 Sutter Street:** Group Housing (65 rooms) – BPA.
- 14) **817-831 Sutter Street:** Group Housing (112 rooms) – CU.
- 15) **860 Sutter Street:** Group Housing (89 rooms) – CU.
- 16) **740 Taylor Street:** Institutional Use – CU.
- 17) **2295 Taylor Street (aka 701 Chestnut Street):** Institutional Use – CU. NOTE: Subject to additional research.
- 18) **460 Townsend Street:** Institutional Use - BPA/312, CU
- 19) **466 Townsend Street:** Institutional Use - BPA/312 ,CU
- 20) **930-950 Van Ness Avenue:** Institutional Use – CU. NOTE: Connected to 963 O'Farrell Street (above).
- 21) **1849 Van Ness Avenue:** Institutional Use – CU.
- 22) **2151 Van Ness Avenue:** Institutional Use – CU.
- 23) **2209 Van Ness Avenue:** Group Housing (18 rooms) – CU.
- 24) **2211 Van Ness Avenue:** Group Housing (4 rooms) – CU. NOTE: Property also contains 3 dwelling units (see below).

Academy of Art University (AAU) Property List

December 2, 2010

Properties with no known underlying land use issues and current use (from April 2008 IMP).

- 25) **410 Bush Street:** Institutional Use
- 26) **77-79 New Montgomery Street:** Institutional Use
- 27) **180 New Montgomery Street:** Institutional Use
- 28) **540 Powell Street:** Institutional Use
- 29) **625-629 Sutter Street:** Institutional Use
- 30) **655 Sutter Street:** Group Housing (56 rooms)

Properties containing dwelling and live-work units (from April 2008 IMP). NOTE: This section contains two properties that repeat from above.

- 31) **168 Bluxome Street:** 58 live-work units.
- 32) **1080 Bush Street:** 42 dwelling units. NOTE: The subject property also contains group housing (see above).
- 33) **575 Harrison Street:** 33 live-work units.
- 34) **1900 Jackson Street:** 9 dwelling units.
- 35) **736 Jones Street:** 34 dwelling units.
- 36) **560 Powell Street:** 27 dwelling units.
- 37) **680 Sutter Street:** 28 dwelling units.
- 38) **2211 Van Ness Avenue:** 3 dwelling units. NOTE: The subject property also contains group housing (see above).



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Housing Costs

The cost for housing varies based on the type of room in which a student lives and whether or not he or she is required to have a meal plan.

There are three principle expenses associated with campus housing:

1. Housing Deposit: \$500

When a student applies for housing an initial deposit of \$500 is due with the application. This \$500 acts as a security deposit and carries over all the semesters the student remains in campus housing.

Deductions will be taken from the deposit every semester a student lives in housing. Per the Housing License Agreement, \$75 is taken out of every student's housing deposit every semester a student lives in housing for general building maintenance.

Additional cleaning or charges for damages are also deducted from the Housing Deposit. Students do not need to pay a new deposit as long as they continue living in campus housing, they just need to replenish the deposit balance.

Continuing residents from the Fall semester must replenish their deposit balance to a minimum of \$250 before moving in for the Spring, and all students' deposit balances must be at \$500 before moving in for the Summer or Fall academic term. The \$500 Housing Deposit cannot be applied to a student's rent.

2. Rent: Approximately \$3,600-\$7,090 per semester for Fall or Spring, Approximately \$1,850-\$3,600 per semester for the Summer.

Rent is based on the type of room a student assigns himself or herself to. The rent prices are based on the number of roommates a student has in their room.

If a student is paying for housing out of pocket, rent is due in full for the semester before a student may move into campus housing.

If a student plans to pay for housing with financial aid he or she must work directly with the Financial Aid Department to have the cost covered and Financial Aid must verify the student's coverage with the Housing Department before the student may move into campus housing.

The price breakdown is as follows:

Residents Under 21 Years of Age: Residence Halls

Building Code	Description	Fall or Spring	Summer
DPFB	Dorm Private Full Bath	\$6,780/semester	\$3,450
DPHB	Dorm Private Half Bath	\$6,450/semester	\$3,300
DPNB	Dorm Private No Bath	\$6,150/semester	\$3,150
DDFB	Dorm Double Full Bath	\$4,520/semester	\$2,300

Building Code	Description	Fall or Spring	Summer
DDHB	Dorm Double Half Bath	\$4,300/semester	\$2,200
DDNB	Dorm Double No Bath	\$4,100/semester	\$2,100
DSFB	Dorm Shared Full Bath	\$4,000/semester	\$2,050
DSHB	Dorm Shared Half Bath	\$3,800/semester	\$1,950
DSNB	Dorm Shared No Bath	\$3,600/semester	\$1,850

Residents Over 21 Years of Age: Apartments

Building Code	Description	Fall or Spring	Summer
APSK	Private Studio with Kitchen	\$7,090/semester	\$3,600
APSNK	Private Studio NO Kitchen	\$6,780/semester	\$3,450
PRU	Private Room w/in Unit	\$6,500/semester	\$3,515
ADSK	Double Studio with Kitchen	\$4,725/semester	\$2,415
DRU	Double Room Within a Unit	\$4,515/semester	\$2,315
DCL	Double Converted Living Room	\$4,305/semester	\$2,200
ASSK	Shared Studio (3 People)	\$3,780/semester	\$1,950
QUAD	Shared Studio (4 People)	\$3,600/semester	\$1,850

3. Meal Plan (If Applicable): \$1,800 per semester for Fall or Spring, \$900 per semester for the Summer.

Freshman first-year students are required to have a meal plan for the first year they live in campus housing. Meal plans are also required for all residents living in The Commodore, International House, Howard Brodie Auguste Rodin, and Clara Gil Stephens.

Fall and Spring Semester Meal Plans

For the Fall and Spring semesters all meal plans cost \$1,800 per semester and only vary in the number of meals per week a resident has in the cafeteria and the amount of Knight Kash a resident has for the semester. Meals in the café and Knight Kash are both loaded to the student's ID card. Knight Kash is money that a student can spend at restaurants that accept Knight Kash located around Academy of Art University academic and housing facilities.

The three meal plans for the Fall and Spring semesters are:

Meal Plan Name	Number of Meals Per Week in the Cafeteria	Amount of Knight Kash for the Semester
Platinum	19	\$100
Gold	14	\$250
Silver	10	\$350

Summer Semester Meal Plan

For the Summer semester the meal plan costs \$900. There is only one meal plan offered during the Summer semester. The summer meal plan offers a student 19 meals per week in the cafeteria and no Knight Kash.

ALUMNI APPLICANTS CURRENT STUDENTS FACULTY GRAD STUDENTS INDUSTRY & RECRUITERS PARENTS AAU JOB SEEKERS

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License Agreement

See also the License Addendum ("Addendum") and Community Policies

PART I. YOUR DATA

[Please refer to the attached instructions on how to complete this License Addendum.]

1. (Print) Last Name	2. First Name	M.I.
3. Permanent Address	4. City	5. State 6. Zip Code
7. Country	8. Current Phone Number	9. Cell Phone Number
10. Email Address	11. AAU ID Number	12. Birth Date
13. Emergency Contact	14. Emergency Contact Telephone	
16. Circle your gender: Male Female		
17. Circle year in college: FR SO JR SR Graduate Faculty Staff/Intern OTHER: _____		
18. Are you a disabled student requesting a modified room? Yes (circle one) No (Student must contact Classroom Services for approval for special accommodations)		

ACADEMIC TERM OF LICENSE – AUGUST 26, 2010 – MAY 21, 2011 (One full academic year)

Fall = August 26, 2010 – December 18, 2010 AND Spring = January 24, 2011 – May 21, 2011

Buildings close at noon on December 18, 2010 and reopen at 9am on January 24, 2011

PART II. TERMS AND CONDITIONS

- This Agreement is for **BOTH** the fall and spring semesters of the 2010 - 2011 academic year. The residence and dining service provided by this Agreement may not be sold, loaned, subleased, or transferred. This Agreement will not be accepted or processed unless the student is accepted to the University.
 - This Housing License, (herein the "Agreement") is between the individual named on this Agreement, (herein the "Resident"), and The Academy of Art University (herein, the "University").
 - OCCUPANCY OF RESIDENCE HALLS** - Housing is provided only to students enrolled full-time. Part-time and/or non-degree students are not guaranteed housing. Generally, all residential areas remain open during fall, Thanksgiving and spring break and close during winter break. Residents desiring to remain in residence during winter intercession must file an intercession request form, be approved by housing, and pay intercession fees. Residents must vacate rooms at the close of the academic year in accordance with published schedules. All personal property must be removed from all residential areas by noon on the last day of occupancy.
 - RATES** - Rates range from \$3,600 to \$7,100 per semester. The actual amount due from Resident is based upon the type of room assigned to Resident, as specified in attached rate sheet. PAYMENT IS DUE UPON THE EARLIER OF: (1) RECEIPT OF INVOICE, OR (2) PRIOR TO ISSUANCE OF ROOM KEYS/CARDS. There are a variety of different assignments available and several different rates. If the room assignment changes, it is likely that the rate will change also. Students moving to a more expensive room will have the additional rent charges placed on their student account. Students moving to a less expensive room will have a credit placed on their student account.
- USE OF HOUSING DEPOSIT** - The housing deposit submitted with the housing application is \$500. This \$500 deposit is applied as \$350 refundable Security deposit and a **\$75 per semester, non-refundable, mandatory Building Maintenance fee**. If it is determined that the Resident is responsible for personal or common area damages, the housing deposit will be applied to those charges at the time the charges are assessed. It is the sole responsibility of resident to maintain a minimum of a \$500 at the beginning of the fall semester and \$250.00 and at the beginning of the spring and summer semesters, even if that requires additional funds to be deposited during the term of this Agreement. All new students, regardless of what semester they first become residents, are required to pay the initial \$500 security deposit. If the University approves or grants a deferral of the housing deposit at the time of application the Resident remains liable for the payment of the housing deposit in accordance with Section 3 and 4 of this Agreement.
 - FALL SEMESTER** - Residents may cancel their **Housing Application** without additional financial penalty if they notify the Department of Housing in writing by SATURDAY, JULY 31, 2010 or before the Agreement due date indicated above. Residents who cancel their Housing applications after Saturday, July 31, 2010 or after submission but before the start date of this Agreement will be charged a \$500 cancellation fee. The deposit will be applied to the \$500 cancellation fee. Students who have made their housing assignment but wish to cancel for the upcoming academic year may submit a Petition of Release form to the Housing Department. If the Housing Department is able offer you a release from your housing assignment, you will be required to forfeit your remaining housing deposit. If the Housing Department is unable to offer you a petition of release then you will continue to be held financially responsible for all housing rent for the entirety of the Housing License Agreement.
 - SPRING SEMESTER** - Residents **new to housing** in the spring semester may cancel their Housing Application without additional financial penalty if they notify the Department of Housing in writing ten (10) days from the date of receipt of this Agreement or before the Agreement due date indicated above. Residents who cancel after the ten (10) day period or after submission but before the start date of this Agreement will be charged a \$500 cancellation fee. Students who have made their housing assignment but wish to cancel for the upcoming semester may submit a Petition of Release form to the Housing Department. If the Housing Department is able offer you a release from your housing assignment, you will be required to forfeit your remaining housing deposit. If the Housing Department is unable to offer you a petition of release you be held financially responsible for all housing rent for the entirety of the Housing License Agreement.
- CANCELLATION OF AGREEMENT AFTER START DATE** -
 - CANCELLATION** - This agreement is effective on the start date, whether or not you take occupancy. You are obligated to pay rent until the Ending Date unless you qualify to terminate this Agreement. (See Section 7. License Termination of the Housing License Addendum). All such cancellations will incur at a minimum, a cancellation charge; see section 3 above. In addition to the charges outlined in Section 6. Move-out of the Housing License Addendum. Charges will continue until the Resident has been approved for cancellation in writing by the Department of Housing.
 - SUSPENSIONS/EVICTIONS** - Residents who are not permitted to continue in housing due to violations of the HLA, Addendum or Community Policies or for failure to maintain full time enrollment status will be held responsible for the full cost of this Agreement.
- ROOM ASSIGNMENTS** - Assignments and meal plans are completed by the student utilizing the Self-Assignment process which allows students to apply for housing, pay the full \$500 housing deposit, and select a room assignment all online. Although students may apply for housing up to a year in advance of their anticipated start date, the Self-Assignment process for the upcoming fall semester opens in early spring. Students new for the spring semester will be able to utilize the Self-Assignment process beginning in late fall. All students who have a completed housing application and full \$500 security deposit on file will receive an email informing them of the beginning of the Self-Assignment process.
 - ROOM CHANGES** - Requests for assignment changes will not be accepted during the first ten (10) days of each semester. Thereafter, Resident must submit requests for assignment changes in writing. Every attempt will be made to honor requests; however no guarantees can be made. Requests from first year residents to transfer out of First Year Experience residence halls will not be honored.
 - VACANCIES** - The University reserves the right to consolidate or change room assignments, fill vacancies, and require Resident to move to different assignments when the University deems it expedient, in which event the Resident's account will be credited or charged the difference in room rate. Any behavior(s) by Resident which infringe upon the rights or space usage of room/apartment/suite-mates is STRICTLY prohibited and will result in disciplinary action. In addition, if such behavior(s) result in the use by Resident of additional space or a private room, the Resident may be charged for such additional space.
- EMERGENCY CONTACTS** - Residents must provide emergency contact information for an individual or individuals that resident authorizes Housing staff to contact in the event of an emergency or as Housing staff deems necessary, including if Housing has been unable to contact resident for more than 24 hours.
- HEALTH INSURANCE** - All residential students are REQUIRED to be covered by health insurance. If you fail to report your health insurance information prior to move-in, you will be required to purchase student health insurance. The University is not responsible for costs resulting from students' wellness care expenses including hospital stays or ambulance transportation. In incidences where your health has the potential to put other students at risk, the University retains the right to restrict your access to residential areas until to provide a written statement from a medical professional that your condition is not contagious or a danger to yourself or any members of the community.

PART III. YOUR ACKNOWLEDGEMENT AND ACCEPTANCE

I hereby acknowledge that I have received and read, and I understand and agree to the terms and conditions contained in the complete License Agreement package which includes the Housing License Agreement, the License Addendum dated 02/10 as well as the Academy of Art University Community Policies dated 02/10. If I violate any of these terms of these documents, I understand I am also breaching my Housing License Agreement. Such violation may, at your sole discretion, cause me to be disciplined (including completion of community service hours), fined, and/or removed from housing.

I hereby authorize a signature submitted by me, by facsimile or other electronic transmission, to be as valid and binding as my original signature. Along with this License Agreement, I am submitting Five Hundred Dollars (\$500) to be used for the Five Hundred Dollar (\$500) Housing Deposit required by the Agreement and for the use explained above in Part II. Section 2 for any accommodations I selected previously in Part II.

I agree to pay the total amount due (Rent) for my Premises on or before the license start date applicable to each semester.

1. I have read and understand the Liability provisions below, (also incorporated in Article 13 of the Addendum). (Initial Box)

LIABILITY. Neither we, the Manager, our representative, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommate(s). The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to you. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EARTHQUAKE, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE. We urge you to obtain your own insurance for losses due to such causes. YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (I) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (II) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

2. I have read and understand the Remedies provisions contained in Article 19 and Move-Out contained in Article 6 of the Addendum.

3. I have read and understand the Community Policies; Exhibit A, dated 02/10.

4. I understand that submission of this completed License Agreement guarantees me a confirmed unit type.

5. License violations, including failure to pay sums due, may also subject you to University sanctions, which may prevent you from enrolling at the University and from obtaining grades, transcripts or diplomas

YOUR SIGNATURE: _____ DATE: _____

PART IV. GUARANTY (if you are under the age of 23)

GUARANTOR MUST PROVIDE A VALID SOCIAL SECURITY IDENTIFICATION NUMBER AND A COPY OF VALID GOVERNMENT PICTURE ID

Each Guarantor (identified below) jointly and severally with all other Guarantors, if any, identified, below, or (as applicable) as licensees by entirety if married, hereby guarantees the observance and performance when due of all agreements and obligations of Licensee under the License Agreement, as same may be amended, renewed or extended from time to time by Licensor and Licensee, including without limitation, payment of all Rent when due. Guarantor's obligation hereunder is that of a surety, and in the event of a default by Licensee, Licensor may proceed against Guarantor without first proceeding against Licensee. This Guaranty is irrevocable, absolute and unconditional guaranty of payment and of performance, and shall be enforceable against Guarantor without the necessity of any suit or proceedings of any kind or nature whatsoever by Licensor against Licensee and without the necessity of any resorting to any security under the License Agreement or any need to give notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of this Guaranty, all of which Guarantor hereby expressly waives (except any non-waivable notices required by law). Guarantor hereby expressly agrees to the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or reserved to licensor pursuant to the provisions of the License Agreement or available by law. Guarantor shall be primarily obligated under the License Agreement as if it had executed the License Agreement as Licensee.

Guarantor waives receipt of all notice from Licensor hereunder and under the (except any non-waivable notices required by applicable law), including without limitation notice of default by Licensee and notice of any amendment of this License Agreement by Licensee. This Guaranty and/or any of the provisions hereof, cannot be modified, waived or terminated unless such modification, waiver or termination is in writing signed by Licensor. Guarantor waives trial by Jury in any litigation involving the License Agreement or this Guaranty. Notwithstanding any contrary provision of the License Agreement, this Guaranty or of non-waivable law, no Licensor Party (as defined in the License Agreement) shall be responsible to any Licensee Party (as defined in the License Agreement), and Guarantor, for itself and all other Licensee Parties, hereby releases all Licensor Parties from, covenants not to sue any Licensor Party with respect to, and shall indemnify and hold harmless all Licensor parties against, all claims, losses, damages, suits actions, costs and expenses (including without limitation legal fees and expenses) relating to: (i) any fire, accident, injury, death, or property damage or theft occurring in or with respect to the Unit or the Facility to the extent caused by or affecting Licensee or any guest of Licensee at the Premises, (ii) any crime or tortious act occurring or committed in the Unit or the Facility, to the extent caused by or affecting Licensee or any guest of the Licensee at the Premises, (iii) any personal conflict between Licensee and any other person at the Facility, (iv) any interruption or failure of heat, electrical, water, sewer, telephone, cable TV, telephone or any other service at, or the malfunction of any machinery or appliances serving the Premises, and (v) any defect in the heating, gas, electrical, water, or sewer systems serving the Premises, except and solely to the extent that any of the foregoing directly results from the gross negligence or willful misconduct of the Licensor or Agent. Guarantor acknowledges that neither the Licensor nor Agent has made any representations to Guarantor concerning the safety of the Facility or the Premises or the effectiveness or operability of any security devices or security measures at the Facility or the Premises. Guarantor acknowledges that Licensor and Agent neither warrant nor guarantee the safety or security of Licensee or its guests against any criminal, tortious or wrongful acts of any person and hereby releases all, and covenants not to sue any, Licensor Parties, with respect to all personal injury, claims, liability, suits, actions, and causes of actions against any Licensor Party, with respect to all personal injury, death or property damage suffered by Licensee as a result of any criminal, tortious or wrongful act by any person, including without limitation another licensee at the Facility, but excluding licensor and Agent.

This Guaranty shall be enforced and construed in accordance with the laws of the state in which the Facility is located (without regard to principles of conflict of law) and shall be binding upon Guarantor, his/her/their heirs, executors, administrators, legal representatives, successors and assigns and shall inure to the benefit of all Licensor Parties and their respective heirs, executors, administrators, successors and assigns. By your Execution of this agreement, you represent that although the Licensee may not have yet reached the age of 18, the Guarantor Agreement is valid notwithstanding any attempt by Licensee to invalidate the Licensee contractual obligations because of the Licensee's age.

20. Guarantor Last Name _____	21. Guarantor First Name _____	M.I. _____
22. Guarantor Social Security Number _____	23. Guarantor Address _____	24. City _____
25. State _____	26. Zip Code _____	27. Guarantor Telephone _____
28. Signature of GUARANTOR: _____		

PART V. CONFIRMATION AND ACCEPTANCE **FOR OFFICE USE ONLY**

The OWNER has confirmed your accommodations in compliance with this Agreement.

BY: ACADEMY OF ART UNIVERSITY

OUR ACCEPTANCE: _____ Owner's Representative DATE: _____



The relationship created by this License between you and us is that of licensee and licensor, not that of tenant and landlord.

INDEX

Table with 2 columns: Description and Relocation, Occupants, License Term, etc. and corresponding page numbers.

DEFINITIONS

Resident: The Resident named in the Housing License Agreement ("you" or "your")

Licensor (Owner): Academy of Art University ("us," "we" or "our").

University: Academy of Art University ("AAU" or "University")

Manager: Century Campus Housing Management, L.P. dba Campus Living Villages

This License is for the unit style accommodation of our choice.

This License is for the unit style accommodation of our choice. We will determine the specific bed space and Apartment number on or before the Starting Date.

Starting and Ending dates are indicated in Part II of the License Agreement.

The License Term is the length of time between the Starting Date and the Ending Date.

In the event the Starting Date and/or the Ending Date is different than those indicated in the License Agreement, (different dates must be approved in writing by us) then the rent shall be prorated based upon a daily amount.

All checks and money orders must be payable to Academy of Art University.

Your initial payment is \$500.00 (a \$350.00 Security Deposit and a \$75.00 per semester, non-refundable, mandatory Building Maintenance fee).

1. DESCRIPTION AND RELOCATION

We agree to provide to you and you agree to occupy, the Premises. The "Premises" is defined as including each of the following:

- a. Your use of the one Bedspace in an assigned room with shared bath or private bath; and
b. Your joint use of the Common Areas (for purposes of this License, "Common Areas" are those areas within a suite to which you have access and, within the Property, those areas to which residents have general or specific access including but not limited to kitchens, laundry facilities, elevators, courtyards, breezeways, walkways, and study/lounge rooms).

However, following ten (10) days after we provide written notice to you, we have the right to relocate you from one room to another room.

2. OCCUPANTS

Only you can live in the Premises and only so long as you are enrolled as a full-time student at, or are employed by, the University or are a University sponsored group or person. You may not have any additional occupants in your room. It will be used only as a private residence and for no other purpose.

Students are required to be enrolled full-time at the Academy of Art University (12 units Spring/Fall, 6 units Summer) and must get pre-approval from the Housing Department in order to remain in campus housing while enrolled in less than full-time status.

Student residing in Campus Housing must be at least 18 years of age at the time of the License Agreement Starting Date, or have the written consent of their parent or guardian in order to live in any residence building at the Academy of Art University.

Students residing in Academy of Art University Campus Housing must have their own health/medical insurance or coverage must be provided by their parent's/guardian's health/medical insurance in order to live in any residence building at the Academy of Art University.

3. LICENSE TERM

The License starts on the Starting Date, and ends no later than noon on the Ending Date, but you cannot occupy your Premises until we have complete and executed license documents and any required guaranty. If we do not provide accommodations to you when we are supposed to, whether on the Starting Date or during the Term, we will not be liable to you for damages; however, you will not owe us Rent for that period (but that is the only remedy that you have).

campus living villages

Managed By: Century Campus Housing Management L.P. dba Campus Living Villages
1001 Fannin Suite 1350
Houston, TX 77002
713-871-5100
www.clvusa.com



4. HOLDOVER

If you still occupy the Premises past the Ending Date, the date contained in your move-out notice, or the date on which we notify you to leave the Premises, then you owe us Rent plus an additional twenty-five percent (25%) for the extra time that you stay in the Premises (payable daily in advance without notice or demand) plus, all of our damages and damages of the person who could not move in because of your holdover.

5. MOVE-IN

A Move-In Inventory and/or a Room Condition Form will be provided to you at the time you move into the Premises. Within forty-eight (48) hours after you move in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture, if any, will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us in writing, you accept the Premises, fixtures, appliances and furniture in their "AS-IS" CONDITION, WITH ALL FAULTS AND IMPERFECTIONS. WE MAKE NO EXPRESS, AND DISCLAIM ANY AND ALL IMPLIED, WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES OR FURNITURE.

6. MOVE-OUT

You are obligated to pay rent until the Ending Date unless you qualify to terminate this License (see Section 7) or cancel this License as discussed later in this paragraph.

- a. You are required to give us at least forty-five (45) days written notice if you choose to move out of the Premises. If you choose to move out prior to the Ending Date, there will be some charges associated with breaking your license that will be determined by how much notice is given and your reason for moving out. When you choose the length of the License Term, please be aware of the potential costs associated with breaking your license. The license breaking charges will be determined on a case-by-case basis, but the charges will be calculated roughly in accordance with the following guidelines:
 - You may only cancel this License after the Starting Date if you meet the acceptable reasons for an early move-out and receive an approved written release from the license agreement. Charges are calculated based on the daily room rate of the number of days spent at the Academy of Art University prior to move-out notification. In addition, rent will be charged for 45 days from the date of move-out (as required by the license agreement); and refunds due will be processed. Total charges will not exceed the semester room rate. If you fail to meet the approved and acceptable reasons for an early move-out you are responsible to pay rent until the Ending Date and all amounts due will be immediately accelerated. This is explained further under paragraph 18 titled Default.
 - These charges are not intended to be punitive. However filing student housing is difficult in the middle of the academic year and the bedspaces usually remain empty. Acceptable reasons for an early move-out, for the purposes of this paragraph, are: graduation, marriage (occurring after hall opening), extreme financial hardship, extenuating medical circumstances academic internship or student for student exchange (supporting documentation will be requested. Release approval based upon our sole discretion).
- b. If you intend to leave the Premises permanently, whether on or prior to the Ending Date, we suggest that you use our form for a move-out notice. If you do not, you are responsible for obtaining the Manager's written acknowledgment that the move-out notice has been received.
- c. When you leave, whether at or prior to the Ending Date, the Premises, including, but not limited to, the windows, bathroom, patios, breezeways, and the Common Areas, must be clean and in good repair and condition, reasonable wear excepted. If you fail to clean or if anything has been damaged or is missing, you will be liable for reasonable charges to complete such cleaning, repair or replacement. You will also be billed for community damages as outlined in Exhibit A: Community Policies. We recommend that you schedule a walk-through with our staff prior to your move out. If you do not, you agree to accept our assessment of damages and charges when we inspect. Also, the final determination of damages will be made by our maintenance staff who may not inspect your Premises until after you have moved out.

- d. If you leave any of your property in the Premises after you leave or after the end of this License, that property is deemed to be abandoned by you and we can, without delay, take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to you.

7. LICENSE TERMINATION

Unless otherwise allowed in this paragraph, you may not terminate this License for, divorce, pregnancy, loss of roommate, non-extenuating medical circumstances, or any other reason other than death, unless agreed to in writing by us. Licensees may have special statutory rights to terminate the license early in certain situations involving family violence or military deployment or transfer. If you are a member of the Armed Forces on active duty and receive change-of-station orders to permanently leave the local area; are relieved from active military duty; or are a national guard or reservist called to active duty, then you may terminate this License by giving written notice to us. Your notice shall terminate the License thirty (30) days after we receive the notice. In addition, you must provide a copy of the official orders, which allow License termination.

8. SECURITY DEPOSIT

Once you sign the License Agreement, you will be required to deposit with the Department of Housing the Security Deposit as partial security for all of your obligations under this License (the Security Deposit is not an advance payment of Rent and will not be our limit of damages if you violate the License). Among other items, the cost of labor and materials for cleaning and repairs, over and above "normal wear" and the amount of delinquent payments and late charges may be deducted from the Security Deposit. If the Security Deposit is reduced because we have had to apply all or part of it to your unpaid obligations, you agree that on our written demand, you will deposit with Academy of Art University, within three (3) days, the funds necessary to restore the Security Deposit to its full amount. You cannot use the Security Deposit to offset or pay in advance any period's Rent or any other charges under this License, but we can use, if we want to, all or any part of the Security Deposit, for any unpaid Rent or other obligations. You agree that we have forty-five (45) days after the later of (a) expiration or termination of this License, (b) the date on which we received written notice of your forwarding address, and (c) payment in full of amounts that you owe to us, to return (by U.S. mail) any unused portion of the Security Deposit to you. Along with that return, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. We do not owe you any interest on the Security Deposit and we can commingle it with other monies of ours.

9. RENT AND ADDITIONAL CHARGES

Payment-in-full must be paid by the license agreement Starting Date as noted in Part II of License Agreement or your date of arrival. Late payments must be authorized by the Housing Department and the Accounts Receivables Department. You have no right to withhold Rent for any purpose, including an Act of Nature, unless we do not provide accommodations to you. You may not reduce any Rent payable to us by any of your costs or damages against us. At our option, we can require that all money payable to us is to be paid in either certified or cashier's check, money order, or personal check. If you give us a check that is unpaid by the financial institution for any reason, you must immediately replace such returned check with a money order, cashier's/certified check, or credit card. After two returned checks, you must make all future payments by money order, cashier's/certified check, or credit card. Your obligation to pay Rent is a promise by you, which is independent from all of our promises, duties and obligations.

- a. At our option and without notice to you, any money that we receive can be applied first to your non-rent obligations and then to Rent (any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about.
- b. While we do not have to, we can accept partial rental payment, but we do not waive our rights to collect and enforce the payment of the remainder.
- c. You are liable for all costs or charges associated with our having to provide special services to you or on your behalf (unless the special services are required to be paid by us pursuant to laws requiring us to provide reasonable accommodations to those with disabilities) and

for all fees or fines as described in the Community Policies which are attached to this License.

Unless Parent PLUS, Graduate PLUS, and/or private loans have been arranged through Financial Aid to cover costs associated with campus housing, you should not expect that financial aid will pay for housing costs. If your Financial Aid eligibility exceeds the cost of your tuition, the excess may be used to reimburse yourself for the costs of housing. You contact a Financial Aid officer at 415-618-6520 to assure Financial Aid eligibility. Financial Aid awards are not disbursed until after housing payment deadlines. To secure housing, students anticipating the use of Financial Aid funds for coverage of housing related costs, must find alternative sources of funds and then reimburse themselves after receipt of their Financial Aid is awarded.

10. UTILITIES

We agree to furnish electricity, gas, water, sewer, and internet for your Premises, and garbage collection in a centralized location. You are responsible for providing computer hardware, software, and any computer technical support, which helps you to connect to the data connection we provide. We are not responsible to provide you with software or hardware or the technical support needed to make the connection. You are responsible for payment for basic and premium cable television channels or basic and premium telephone options you may elect to have, if such services are available. All utilities may be used only for normal household purposes and must not be wasted.

We will not be liable for any interruption, surge or failure of utility services provided by us to the Premises or any damage directly or indirectly caused by the interruption, surge or failure.

11. PARKING RULES & REGULATIONS

Parking facilities are not provided in any of the residence buildings or residence areas for students or guests. Students with vehicles will park at their own discretion and are subject to all city and state laws and regulations.

12. COMMUNITY POLICIES

You and your guests must comply with all written rules and policies, which the University or we adopt for the Property. The current Community Policies are attached as Exhibit A. These rules and policies are considered to be a part of this License and either the University or we can revise, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice on a bulletin board or other area that we designate for notices to residents. If you violate any of these rules or policies you are in violation of this License.

By your execution of this License, you agree to comply with all ordinances, laws and regulations of all governmental authorities applicable to, and as are required, for your occupancy of the Premises as such ordinances, laws and regulations are enforced by any governmental authority having jurisdiction with respect to the Property (collectively, "Governmental Regulations"). The University may enforce and apply Governmental Regulations on the Property, including the Premises covered by this License and to any person in or on the Property, and may authorize the University officers and commissioned peace officers to provide such enforcement, subject to the jurisdictional limitations provided by law.

13. MAINTENANCE, ALTERATION & REPAIRS

- a. You are responsible for and will take good care of the Premises and Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. You may not remove furniture from any room and store it in an alternative location. We can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this License or the negligent or careless use of the Premises or any part of the Property including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to appliances, doors, windows or screens, damage from window or doors left open and repairs or

replacements to security devices necessitated by misuse or damage by you, your approved occupants or your guests (this includes damages that may have been caused to the Premises by other residents or guests of the Premises if we cannot determine who is responsible. This is referred to as Community Damage Billing and is described in the attached Community Policies). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the ending of this License.

- b. **You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. AFTER YOU MOVE IN, YOU ALONE ARE RESPONSIBLE FOR KEEPING THE SMOKE DETECTOR IN WORKING ORDER. WE ARE NOT.**

c. Except in the event of an emergency, if you have a request for repairs or services to the Premises or repairs or replacements of security devices, the request must be submitted to the Housing Help Line at 415-618-6592. In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us immediately on the Housing Help Line at 415-618-6592 and the Resident Assistant on duty of water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any condition which you reasonably believe poses a material hazard to health or safety. Once we receive the notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you can not stop payment of or reduce the Rent.

d. With or without notice, we can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.

e. Neither the Manager or we will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because the Manager or we are making repairs, alterations or improvements to the Premises, or the Property. If you request any repairs, they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.

f. In order to minimize the potential for any mold growth in the Premises, you are responsible to do the following:

- Keep the Premises clean - especially the kitchen, bathroom(s), carpets and floors. Immediately throw away moldy food.

- Remove visible moisture from windows, walls, ceilings, floors and other surfaces as soon as possible. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub.

- Promptly notify us in writing about heating or plumbing problems you discover and about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and this License to repair or remedy the situation as necessary.

- Clean any small areas of mold which you discover on non-porous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic). The federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide (which should be of the non-staining variety and whose label states that it will kill mold). Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye.

- **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action in accordance with state law.

Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nevertheless, appropriate precautions need to be taken. Compliance with these provisions will help prevent mold growth in the Premises and allow both you and us to respond appropriately to conditions that could result in mold

growth. If you fail to comply with these provisions, you can be held responsible for property damage to the Premises or any health problems that may result. We cannot fix problems in the Premises unless we know about them.

14. LIABILITY

Neither we, the Manager, our representative, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conduct with your roommates. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EARTHQUAKE, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE. We urge you to obtain your own insurance for losses due to such causes. YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (I) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (II) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

15. CASUALTY LOSS

If in our reasonable judgment, the Premises or the Property is materially damaged by fire or other casualty, we may terminate this License within a reasonable time after such determination by giving you written notice. If we terminate this License, and you did not cause the loss, we will refund prorated, prepaid Rent and all deposit(s), less lawful deductions, which may be provided in this License. If we determine that material damage has not been caused to the Premises or the Property, or, if we have elected not to terminate this License, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless you or your guests are the cause of the fire or other casualty.

16. NO PETS

Except as required by law, no pets, except approved service animals, are allowed (even temporarily) anywhere at the Academy of Art University residence buildings. "Pets" include all mammals, reptiles, amphibians, birds, fish. Feeding stray or unauthorized pets is prohibited. If you or your guests, with or without your knowledge or permission, violate the above you may be charged for damages, evicted, and/or subject to other remedies of this License. We may remove your unauthorized pet if we provide written notice of our intent to remove the pet. We may turn the pet over to a humane society or local authority. We will return the pet to you upon request if it has not already been turned over to a humane society or local authority. We have no leniency for the pet for any purpose; but you agree to pay for reasonable care and kenneling charges for such pet. If you do not pick up the pet within two (2) days after removal, the pet shall be deemed abandoned.

17. RIGHT OF ENTRY

Both we and the Manager and our respective agents, employees, repairers, service and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager deem to be reasonable. Some reasons for our entry include, but are not limited to, the following: responding to your request; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance, filter changes, testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting, or replacing

appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials) and items prohibited under our Community Policies; removing unauthorized pets; retrieving property owned or licensed by former residents; inspections when immediate danger to person or property is reasonably suspected; entry by a law-enforcement officer with search or arrest warrant or in hot pursuit; showing the Premises to prospective residents; or showing the Premises to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents. The entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this License, and you will be liable for any damage caused thereby).

18. DEFAULT

You are in violation of this License if:

- You fail to pay Rent or any other amount owed under this License as directed by this License;
- You fail to maintain full time enrollment at any time of the duration of this license without our express, written pre-approval;
- You, your approved occupants or your guests violate this License or any addendum to it, the Community Policies, any rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you appear to have moved out before the end of the License, clothes and personal belongings have been substantially moved out and you have not been in the Premises for 5 consecutive days);
- You or the Guarantor has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted;
- You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law;
- Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession); or
- You fail to pay any fine, charge, or penalty within ten (10) days after it is levied in accordance with this License or the Community Policies.

19. REMEDIES

If you are in violation of this License, we can, without demand or notice (other than as provided in this paragraph) in addition to other remedies allowed by law:

- Collect any fine imposed by this License or the Community Policies;
- Sue to collect past due Rent and any other damages we have incurred because of your violating the License;
- Terminate your right to occupy the Premises, but not terminate the License or end your monetary obligation for the Premises by giving you written notice providing 24 hours for you to move out (if you do not move out in this 24-hour period, we may remove you and your belongings from the Premises and change the locks to the Premises);
- Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of this License or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with the relet charge of \$175.00);
- Terminate this License and your right to occupy the Premises by giving you written notice and providing 24 hours for you to move out (if you do not move out in this 24-hour period, we may remove you and your belongings from the Premises and change the locks to the Premises);
- Accelerate the remainder of the Rent due under this License through the Ending Date; and
- Do any combination of a, b, c, d, e, f, g or h; however if the default solely relates to your failure to move-in, we will follow the cancellation policy as outlined in paragraph 6.a. of this License

License violations, including failure to pay any sums due, may also subject you to University sanctions, which may prevent you from enrolling at the University and from obtaining grades, transcripts or diplomas.

All unpaid amounts will bear interest at 18% per year from the date originally due through the date of payment.

20. CUMULATIVE REMEDIES

The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to leave the Premises, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights unless we specifically agree to it.

21. COSTS AND FEES

In the event we bring an action against you because of your violation of this License, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

22. SUBORDINATION & RIGHT TO ENCUMBER

The lien of any lender(s) on the Property will be superior to your rights as a resident. Therefore, if we violate the loan and a lender takes over ownership, it can end this License or it may elect to continue this License. It is at the discretion of the holder of the mortgage documents. Your rights under this License are therefore subject to the rights of the lender(s) on the Property. If we request, you agree to sign any document confirming the subordinate status of this License and you appoint us as your attorney-in-fact to execute any such document for and in your name.

23. SALES

Any sale of the Property shall not affect this License or any of your obligations, but upon such sale we will be released from all of our obligations under this License and the new owner of the Property will be responsible for the performance of the duties of "Licensor" from and after the date of such sale.

24. RESIDENT INFORMATION

If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it without notice to you or any further consent.

25. MULTIPLE RESIDENTS

Each resident of a room is jointly and severally liable with the other residents for all license obligations relating to Common Areas; however, only you are liable for the License obligations relating to your Bedspace or Bedroom and the payment of your Rent. You are not liable for any of your fellow residents' obligations as to their bedspace or bedroom and their rent payable to us.

26. GENERAL

Timing is very important in the performance of all matters under this License. Your execution of this License confirms that no oral promises, representations or agreements have been made by us or any of our representatives. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this License or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us. All License obligations are to be performed in the county where the Property is located. Unless this License states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the License does not invalidate this License. If any part of this License is not valid or enforceable, it shall not invalidate the remainder of this License.

27. LIABILITY OF LICENSOR

If we violate this License, your damages (and those of anyone else) cannot exceed our equity in the Property but before you bring any action against us, you first

have to give us written notice of the nature of our violation and allow us thirty (30) days to cure it.

28. SAFETY

YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHER'S SAFETY AND SECURITY. PLEASE READ THE SECURITY GUIDELINES INCLUDED IN THE COMMUNITY POLICIES ATTACHED TO THIS LICENSE. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice.

29. METHOD OF NOTICE

All "notices" to us must be in writing and either hand delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, to Academy of Art University, Director of Housing, 79 New Montgomery St., San Francisco, CA 94105.

30. SPECIAL PROVISIONS

The following special provisions have been added to and are a part of this License: License and Community Policies.

31. LICENSE RENEWAL

If you intend to renew your License, you must renew the License forty-five (45) days prior to your Ending Date. If you don't we may license your space to another person and you will be required to move from your space by the Ending Date.

32. PRIVACY POLICY

This Privacy Policy sets forth the privacy practices of Century Campus Housing Management, L.P. ("CCHM") dba Campus Living Villages with respect to protecting the confidential nature of personal information, including your social security number and/or driver's license number reported by you with the submittal of a License Agreement or via information you provide to the University or College. Nothing in this policy is intended to prohibit or restrict the collection, use and maintenance of social security numbers as required by applicable law.

The disclosure of your social security number and/or driver's license number is required so that we may verify your eligibility to rent a bed space or apartment, to verify the eligibility of your guarantor, and, if applicable, to secure credit and criminal background reports. In addition, if you default on your License Agreement, we may use this information to report your default to both credit agencies and/or the University or College. The personal information you provide is stored in your resident license agreement file that is generally kept in a locked cabinet in the management office. All administrative personnel of CCHM, including part-time administrative help, have access to your personal information. At the end of your resident status with us, your file is maintained for a period of up to 10 years in a secure storage room. At the end of the 10-year period, your file is shredded.



SAN FRANCISCO PLANNING DEPARTMENT

MEMO

ACADEMY OF ART UNIVERSITY ENFORCEMENT TIMELINE

Updated December 2, 2010

2006

June 5, 2006 - The Planning Department ("Department") issued a Notice of Violation ("NOV") to the Academy of Art University ("Academy") for failing to have a current Institutional Master Plan (IMP) on file with the Department as required by Planning Code Section 304.5. The NOV required the Academy to "immediately proceed to correct the violation by beginning a good faith effort to prepare and submit the required Institutional Master Plan."

June 8, 2006 - The Academy filed an IMP (Case No. 2006.0737I) and related fees (\$6,500) to the Department; however, Department staff deemed the initial submittal insufficient and worked with the Academy to develop a complete IMP, which was submitted on October 10, 2006.

From November 2006 to February 2007 - The Department's Neighborhood Planning and Code Enforcement Divisions reviewed the properties listed on the IMP for compliance with the Planning Code. During this time, the Department was not able to definitively establish the legality of signs on most Academy properties using available permit information. Additionally, the Department determined that the Academy had converted multiple properties to group housing or post-secondary educational institution uses without the required building permits or Conditional Use Authorizations.

2007

March 7, 2007 - The Department issued a Notice of Alleged Violation (NAV) outlining the Academy's violations.

From March 2007 to September 2007 - The Department worked extensively with the Academy and its representatives to review the outstanding violations and develop a plan for timely compliance. These efforts included at least four meetings between the Academy's representatives and Department staff and numerous phone calls, emails and site visits. Despite the information contained in the NAV and the ongoing communications between the Academy and the Department, the Academy continued to acquire and convert properties without benefit of the proper land use authorizations.

July 27, 2007 - Academy submitted Building Permit Application No. 200707278069 to replace window at 1849 Van Ness Avenue.

September 7, 2007 - The Department issued an Enforcement Notification to the Academy and its representatives informing them that additional enforcement action would be taken if the Academy continued to act in bad faith and failed to submit for the proper authorizations by September 14, 2007. That same day, the Department was informed that the Academy had obtained new legal representation.

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Academy of Art University Enforcement Timeline December 2, 2010

September 14, 2007 - The Department met with the Academy's new representatives and received fourteen conditional use applications and related fees (\$11,354 = 14 cases @ \$811/case) for the following properties:

- 1) 1080 Bush Street (group housing) - 2007.1070C
- 2) 1153 Bush Street (group housing) - 2007.1071C
- 3) 1727 Lombard Street (group housing) - Star Motel - 2007.1072C
- 4) 1916 Octavia Street (group housing) - 2007.1073C
- 5) 1055 Pine Street (group housing) - 2007.1074C
- 6) 1069 Pine Street (group housing) - 2007.1075C
- 7) 817 Sutter Street (group housing) - 2007.1076C
- 8) 860 Sutter Street (group housing) - 2007.1077C
- 9) 740 Taylor Street (educational institution) - 2007.1078C
- 10) 2295 Taylor Street (educational institution) - 2007.1079C
- 11) 1849 Van Ness Avenue (educational institution) - 2007.1080C
- 12) 2151 Van Ness Avenue (educational institution) - St. Brigid's - 2007.1081C
- 13) 2209 Van Ness Avenue (group housing) - 2007.1082C
- 14) 2211 Van Ness Avenue (group housing) - 2007.1083C

September 27, 2007 - The Planning Department provided an informational presentation to the Planning Commission on the status of the Department's efforts to bring the Academy of Art University ("Academy") into compliance with the requirements of the Planning Code.

At this hearing, the Department summarized the outstanding violations as follows:

- 1) **Institutional Master Plan (IMP)** - On June 8, 2006, the Academy submitted an IMP to the Department; however, this submittal did not conform to the requirements of Planning Code Section 304.5(c) - Institutional Master Plans, Format and Substance of Plan. While the Academy has submitted numerous revisions to this IMP, the document does not yet satisfy the basic requirements of Section 304.5(c).
- 2) **Signage** - 28 properties appear to feature business/identifying signage without benefit of permit.
- 3) **Use** - At least 14 properties have been changed to post-secondary educational institution or group housing uses without a conditional use authorization and at least 7 properties have been changed to post-secondary educational institution or group housing uses without benefit of a building permit application to authorize the change of use.
- 4) **Other** - Various other enforcement issues, including: one property that features an illegal general advertising sign; one property (a designated Landmark) that features the addition of statuary without benefit of permit or Certificate of Appropriateness; the storage of an Academy fleet vehicle (a limousine) in a residential garage; and, the replacement of windows on at least two properties without benefit of permit.

Academy of Art University Enforcement Timeline

December 2, 2010

At this hearing, the Commission requested a memorandum from the Zoning Administrator outlining the Department's proposed methods and timelines for proceeding with the compliance efforts.

October 22, 2007 – In a memo to the Planning Commission, the Zoning Administrator outlined the following methods and timelines for proceeding with the compliance efforts:

- 1) The Academy shall immediately address all outstanding violations representing health and safety issues and any violation which would not require a building permit or conditional use authorization to correct.
- 2) The Academy shall submit an IMP meeting the basic requirements of Section 304.5(c) by October 31, 2007.
- 3) Upon receipt of the IMP, the Department will schedule a hearing before the Commission pursuant to Section 304.5(d) to take place by December 6, 2007. At this hearing the Commission shall receive public testimony on the IMP and may request additional information necessary to satisfy the requirements of Section 304.5(c).
- 4) Upon completion of a public hearing on the IMP before the Commission, the Department shall schedule for hearing those conditional use requests necessary to address violations of the Planning Code. Priority shall be given to those cases which are necessary to address health, safety or public nuisance issues. Additionally, the Department will begin to process building permit applications necessary to address violations of the Planning Code¹. It should be noted that the facilities requiring conditional use authorizations are currently in operation and are not proposed uses. In fact, the average length of time in operation for the fourteen conditional use requests is 7 years². As such, the Department believes that, on balance, the conditional use requests do not represent new development or expansion of the Academy for the purposes of Section 304.5 and should be processed promptly to address the outstanding enforcement issues and neighborhood concerns.

October 31, 2007 – The Academy submitted a revised IMP for Department review.

November 6, 2007 – The Department provided the Academy with initial comments on the revised IMP and requested specific changes.

November 13, 2007 – The Academy submitted another revised IMP based upon Department comments.

¹ It should be noted that Planning Code Section 304.5(g) allows the Planning Department to approve building permit applications for "minor alterations necessary to correct immediate hazards to health or safety" at any time, without regard to the status of an institution's IMP.

² The average length of use is based on the ownership date on file with the Office of the Assessor-Recorder.

Academy of Art University Enforcement Timeline

December 2, 2010

November 14, 2007 – The Department determined that the Academy's 11/14/07 IMP submittal met the basic requirements of 304.5(c), posted the document on the Department's website and scheduled the item for hearing on December 6, 2007.

December 6, 2007 – The Planning Commission held an initial hearing on the Academy's IMP and requested additional information, including a transportation study and a follow-up hearing on the IMP in late-January or early-February.

December 11, 2007 – Board of Supervisors passed an urgency ordinance to prohibit the establishment of new institutional uses in the Western SoMa Planning Area Special Use District (Ordinance 280-07).

December 18, 2007 – The Academy submitted a proposal to allow review of permits "to ameliorate and/or avoid life-safety and neighborhood complaint issues" at the following properties:

- 1) 2151 Van Ness Avenue (St. Brigid's Church) – Building Permit Application No. 200701171874 for seismic upgrade of subject building (institutional use), an unreinforced masonry building (UMB) and City Landmark (No. 252).
- 2) 740 Taylor Street – Building Permit Application No. 200701171874 for seismic upgrade of subject building (student housing), an unreinforced masonry building (UMB).
- 3) 1849 Van Ness Avenue – Building Permit Application No. 200707278069 for replacement of windows on subject building (institutional use), a rated building on the Van Ness Area Plan.
- 4) 1727 Lombard Street ("Star Motel") – Proposed addition of fence on the Greenwich Street side of the subject property (student housing) to address neighborhood concerns regarding unrestricted access to Greenwich Street by students of the Academy.
- 5) 491 Post Street – Building permit required to legalize addition of statuary in front of subject building (institutional use), a City Landmark (No. 177). The subject work also requires a Certificate of Appropriateness from the Landmarks Preservation Advisory Board.

The Academy acknowledged that "the issuance of a building permit for any of the above-listed projects will not constitute a discretionary approval by the Planning Commission or the Planning Department of the use of each property."

December 20, 2007 – Department staff delivered an informational presentation to the Planning Commission on Ordinance 280-07 and the Commission considered possible revisions to the policies and procedures for development proposals in industrial districts as contained in Planning Commission Resolution No. 16202.

Academy of Art University Enforcement Timeline
December 2, 2010

2008

January 9, 2008 – The Department submitted a 25-day report to the Board of Supervisors describing possible measures to alleviate the conditions that led to the adoption of Ordinance 280-07.

January 10, 2008 – Jim Meko of the Western SoMa Citizens Planning Task Force gave an informational presentation to the Planning Commission regarding institutional uses within the Western SoMa Planning Area and the Commission adopted revised policies and procedures that limit institutional uses in industrial zoning districts.

January 11, 2008 – Academy submitted Building Permit Application No. 200801112355 to legalize the installation of statuary at 491 Post Street (First Congregational Church).

January 24, 2008 – The Planning Commission held a Closed Session to conference with Legal Counsel to discuss whether to initiate litigation against the Academy of Art University and Department staff delivered an update to the Commission on the status of the Academy's code violations, enforcement actions, IMP and proposal to allow permit review "to ameliorate and/or avoid life-safety and neighborhood complaint issues" (as stated in a letter dated December 18, 2007).

January 25, 2008 – Department responded to Academy proposal to allow permit review "to ameliorate and/or avoid life-safety and neighborhood complaint issues" (as stated in a letter dated December 18, 2007). Department allowed listed projects to be processed and noted that the required Environmental Evaluation application had not yet been submitted.

January 28, 2008 – Department approved Building Permit Application No. 200707278069 for window replacement at 1849 Van Ness Avenue.

January 29, 2008 – The Board of Supervisors adopted the Department's 25-day report (Motion 08-9) and Supervisor Peskin introduced two pieces of legislation to 1) permanently prohibit certain institutional uses in the Western SoMa SUD and 2) refine the definition of "arts activities" and "institutional uses" to address the planning issues that led to the adoption of the moratorium (Board File Nos. 080156 and 080157).

January 30, 2008 – Department issued interim bill for IMP review (\$17,078.97 – paid on February 21, 2008).

January 31, 2008 – Ordinance 11-08 approved to extend the interim moratorium on institutional uses within the Western SoMa Planning Area for an additional 22 months and 15 days.

From February 14, 2008 to April 17, 2008 – The Planning Commission regularly scheduled an agenda item to allow Department staff to update the Commission on the status of the Academy's code violations, enforcement actions and IMP and to discuss the current status of uses at 575 6th Street (Flower Mart) and the Academy's future plans for the site.

Academy of Art University Enforcement Timeline

December 2, 2010

February 15, 2008 – The Academy submitted a revised IMP based on Planning Commission and Department comments.

February 20, 2008 – Academy submitted application for Certificate of Appropriateness (Case No. 2008.0202A) and related fees (\$1,103.00) to legalize the installation of statuary and signage at 491 Post Street (First Congregational Church).

February 28, 2008 – The Planning Commission recommended adoption of Supervisor Peskin's legislation to 1) permanently prohibit certain institutional uses in the Western SoMa SUD and 2) refine the definition of "arts activities" and "institutional uses."

March 10, 2008 – Department approved Building Permit Application No. 200310036518 for seismic upgrade of 740 Taylor Street.

March 14, 2008 – Academy submitted/received Street Space Permit M112271 for sidewalk repair at 77 New Montgomery Street.

March 17, 2008 – The Board of Supervisors approved Ordinances 35-08 (requiring Conditional Use Authorization for educational institutions within the Western SoMa SUD), 36-08 (refining definition of "arts activities" and "institutional uses") and 38-08 (repeal of moratorium on institutional uses within the Western SoMa SUD).

March 19, 2008 – The Academy submitted Building Permit Application No. 200803197518 to install fencing and a garage door at 1727 Lombard Street ("Star Motel") to address neighborhood security concerns.

March 25, 2008 – Academy submitted a revised IMP based on Planning Commission and Department comments.

April 1, 2008 – Academy submitted building permit applications to address sign issues at 540 Powell Street (200804018449), 620 Sutter Street (200804018460) and sign/awning issues at 1153 Bush Street (200804018452 and 200804018456).

April 8, 2008 – Academy submitted building permit applications to address sign and awning issues at 680 Sutter Street (200804089059 and 200804089060).

April 16, 2008 – Academy submitted a revised IMP based on Planning Commission and Department comments.

April 17, 2008 – Central Permit Bureau issued Building Permit Application No. 200707278069.

April 24, 2008 – Department staff delivered an informational presentation to the Planning Commission on the Academy's updated IMP.

May 1, 2008 – The Planning Commission held a Closed Session to conference with Legal Counsel to discuss exposure to litigation with respect to the Academy. The Commission also heard Case No. 2007.1072C, a Conditional Use Authorization request to legalize the conversion of a portion of the property at 1727 Lombard Street (aka "Star Motel") from

Academy of Art University Enforcement Timeline

December 2, 2010

tourist hotel to group housing owned and operated by the Academy. The Department recommended that the Commission hold the public hearing to allow public comment and continue the item to allow for additional neighborhood outreach and completion of environmental review. The Commission voted 5-1 to continue the item to August 7, 2008 to allow for additional neighborhood outreach, monitoring of the site and review of the Academy's proposals for the site.

May 7, 2008 – Central Permit Bureau issued Building Permit Application No. 200310036518 for 740 Taylor Street.

May 19, 2008 – The Academy submitted an application for Environmental Evaluation (2008.0586E) and fees (\$164,120) to consider projects to legalize outstanding violations.

June 13, 2008 – Department issues interim bill for IMP review (\$4,664.39 – payment received August 14, 2008).

June 17, 2008 - Supervisor Chris Daly requested a hearing on the conversion of affordable housing units into group housing by the Academy.

June 19, 2008 – Academy submitted/received Street Space Permit M123192 for sidewalk repair at 560 Powell Street.

July 1, 2008 – Academy announced the hiring of Paul A. Correa as Director of Planning for the Academy. Mr. Correa will be the Academy's representative in facilitating the review and processing of the IMP, environmental review and relevant permits to address outstanding violations.

July 7, 2008 – Academy submitted/received Building Permit Application Nos. 200807035941 for maintenance of residential units at 680 Sutter Street and 200807076036 for fire sprinkler system at 740 Taylor Street.

July 28, 2008 – The Land Use & Economic Development Committee of the Board of Supervisors held a hearing on the conversion of affordable housing units to group housing units by the Academy. At this hearing Department staff recounted the enforcement timeline and the more than a dozen hearings that this Commission has devoted to the issue. The Committee also explored some potential legislative solutions as presented by staff and the public. Potential solutions included creating a use definition for "student housing", prohibiting conversion of residential hotels to student housing and a potential housing impact fee that would be paid by universities. This hearing was informational only.

July 30, 2008 – Academy indicated they were entering into a contract with the consulting firm of PBS&J for work on their traffic and environmental reviews.

August 6, 2008 – Planning Department approved Building Permit Application No. 200803197518 to install fencing and a garage door at 1727 Lombard Street ("Star Motel") to address neighborhood security concerns.

Academy of Art University Enforcement Timeline

December 2, 2010

August 8, 2008 – The Planning Commission heard Case No. 2007.1072C, a Conditional Use Authorization request to legalize the conversion of a portion of the property at 1727 Lombard Street (aka “Star Motel”) from tourist hotel to group housing owned and operated by the Academy.³ The Department recommended that the Commission hold the public hearing to allow public comment and continue the item to allow for implementation of mitigation measures and completion of environmental review. At this hearing, the Academy announced that they had obtained new legal representation and were no longer working with their previous counsel. The Commission received public comment and voted 7-0 to disapprove the Conditional Use Authorization request (Motion 17673).⁴ Additionally, the Central Permit Bureau issued Building Permit Application No. 200803197518.

August 12, 2008 – Supervisor Chris Daly introduced Board File No. 081117, an Urgency Ordinance imposing an interim zoning moratorium on the conversion of residential units to student housing for 45 days.

August 13, 2008 – Academy submitted a Transportation Study application (2008.0586!) and related fees (\$18,948).

August 14, 2008 – Transportation Fee submitted.

August 20, 2008 – Academy submitted/received Building Permit Application No. 200808209638 to “define as-built conditions” and clarify use.

August 27, 2008 – The Planning Director and Zoning Administrator are given tours of five Academy properties: 79 New Montgomery (administrative headquarters), 2209/2211 Van Ness Avenue (residential facilities), 2151 Van Ness Avenue (St. Brigid), 1849 Van Ness Avenue (auto design facility) and 601 Brannan Street (architecture facility).

September 8-9, 2008 – Building Permit Application Nos. 200310036518, 200807076036 and 200808209638 received Certificate of Final Completion for seismic upgrade of 740 Taylor Street.

September 25, 2008 – The Department met with the City Attorney John Malamut, Academy and PBS&J to discuss the traffic and environmental review process required to bring Academy properties into compliance with the Planning Code.

September 29, 2008 – The Land Use & Economic Development Committee of the Board of Supervisors held a hearing on the Board File No. 081117 and recommended the Urgency Ordinance to the Board of Supervisors.

³ This item was continued from May 1, 2008 to August 7, 2008; however, most items on the August 7, 2008 agenda were carried over to a special hearing on August 8, 2008.

⁴ It should be noted that Commission action for the project was limited to continuance or disapproval because the environmental review had not been completed.

Academy of Art University Enforcement Timeline

December 2, 2010

October 7, 2008 – The Board of Supervisors passed Ordinance 228-08, approving the Urgency Ordinance in Board File No. 081117.

October 15, 2008 – The Landmarks Preservation Advisory Board recommends approval of the Certificate of Appropriateness (Case No. 2008.0202A) to legalize the installation of statuary and signage at 491 Post Street (First Congregational Church).

November 18, 2008 - Department issued interim bill for IMP review (\$3,746.77 – payment received January 2, 2009).

November 19, 2008 – Academy submitted Building Permit Application No. 200811196923 to legalize installation of signage at 491 Post Street (First Congregational Church).

December 2, 2008 – Ordinance 228-08 expired.

December 12, 2008 – Department approved Building Permit Application Nos. 200801112355 and 200811196923 to legalize the installation of statuary and signage at 491 Post Street (First Congregational Church) pursuant to Case No. 2008.0202A.

December 18, 2008 – Central Permit Bureau issued Building Permit Application No. 200801112355.

2009

January 26, 2009 – Building Permit Application No. 200803197518 received Final Inspection for installation of fencing and garage door at 1727 Lombard Street (“Star Motel”) to address neighborhood security concerns.

February 5, 2009 – Academy submitted application for Certificate of Appropriateness (Case No. 2009.0097A) and related fees (\$5,339.50) for the seismic and ADA upgrades to 2151 Van Ness Avenue (St. Brigid).

February 18, 2009 – The Historic Preservation Commission grants the Certificate of Appropriateness (Case No. 2009.0097A) for seismic and ADA upgrades at 2151 Van Ness Avenue (St. Brigid)

March 6, 2009 – Department received a draft Project Description for the environmental review.

March 9, 2009 – Department approves Building Permit Application No. 200701171874 for seismic and ADA upgrades at 2151 Van Ness Avenue (St. Brigid) pursuant to Case No. 2009.0097A

March 10, 2009 – Department issued interim bill for IMP review (\$1,196.82) and Central Permit Bureau issued Building Permit Application No. 200811196923.

March 11, 2009 – The Department held a scoping meeting for the environmental review with the Academy and PBS&J. The Department provided comments on the draft Project Description and indicated that staff will be assigned for the transportation review within the next 2-3 weeks.

Academy of Art University Enforcement Timeline

December 2, 2010

March 20, 2009 – PBS&J, without prior consultation with MEA, submits Draft Scope of Work for Transportation Review to Department.

May 22, 2009 – After meeting with MEA Planner Sue Mickleson, who was assigned to the project in April 2009, MEA Planner Nannie Turrell sent a request for data to PBS&J because the future growth of the Academy had been vaguely and incompletely addressed.

September 3, 2009 – AAU provides update memo to Planning Commission providing updates on sign compliance issues, traffic and environmental review documents, life/safety upgrades and the latest Academy acquisition.

September 8, 2009 – PBS&J sends proposed “scope of work” which was tantamount to an approach to the project, not a true scope of work, to MEA for their approval. MEA responded verbally and indicated they will respond in writing to the approach document. With MEA’s approval of this approach, PBS&J will re-write the project description, and after MEA has received the project description, MEA and PBS&J will develop the transportation scope of work.

September 17, 2009 – PBS&J responded to MEA’s May 22 request for data by sending maps of existing shuttle routes, which was one of the requested items.

October 26, 2009 – Planning Department staff (Nannie Turrell and Sue Mickelsen, MEA; Steve Wertheim, Citywide; and, Scott Sanchez, Neighborhood Planning) meet with AAU Project Team (Paul Correa, AAU – Project Manager ; David Cincotta, AAU Attorney; Brad Lane and Rachel Schuett, PBS&J) to discuss status of IMP, EIR, enforcement, upcoming Planning Commission hearing and communication protocols.

November 3, 2009 – Planning Department staff is informed (via San Francisco Business Times) that the Academy has acquired property at 930-950 Van Ness Avenue (former Mercedes-Benz showroom) to house the Academy’s classic car collection. Planning Department staff enquired about proposed use and Academy responded that the use will be operated independently.

November 5, 2009 – Planning Department staff prepares update memo in advance of Planning Commission hearing on November 12, 2009.

November 12, 2009 -Informational presentation and discussion on the status of pending enforcement cases and preparation of Institutional Master Plan (IMP), traffic and environmental documents at the Planning Commission

November 30, 2009 – MEA requests an updated project description to be able to review/comment on Scope of Work for Transportation

December 15, 2009 – Consultant projected Project description would be delivered. Data gaps and review by AAU delayed delivery.

December 30, 2009 – Planning Department meets with Fire Department on AAU properties.

Academy of Art University Enforcement Timeline

December 2, 2010

December 31, 2009 - PM - MEA receives Project description Update from Consultant (PBS&J). AAU still to provide info on some proposed and existing uses. Need more information for those areas where development is marked information "to come" to develop Transportation Scope of Work.

2010

January 5, 2010 –MEA receives Draft EIR scope of Work, including Draft hazard maps , which will be used in the EIR to determine some potential environmental impacts.

January 6, 2010 – MEA receives draft ridership information from AAU. Scott Sanchez responds by asking for some base data on total number of students and percentage using shuttle service.

January 7, 2010 – Closed session at the Planning Commission to discuss whether to initiate litigation with respect to the Academy of Art.

January 8, 2010 – Planning Department sends memo on AAU Residential Uses to Supervisor Mar and the Land Use and Economic Development Committee.

January 11, 2010 – Land Use and Economic Development Committee Hearing on the Academy of Art Housing Practices.

February 2, 2010 - Planning Department staff meet with AAU and representatives to inform them that post-EIR properties may not be used by the AAU and will be taken to the Planning Commission and denied. Further, that outstanding environmental review information must be received or case will be closed. AAU instructed to notify the Planning Department if interested in further acquisitions. AAU notified that Planning Department will send a letter outlining these instructions.

February 8, 2010 - Planning Department sends letter to the AAU requesting outstanding environmental data needed to start the preparation of the EIR or case will be closed. Letter also informs the AAU that the Planning Department will take enforcement action on the post-EIR properties (460 Townsend, 930-950 Van Ness , and 2225 Jerrold)since these properties did not have proper land use authorizations. Letter asks that the AAU comply with signage requirements and submit a revised IMP.

February 8, 2010 – Planning Department sends letter requesting following information needed to continue the analysis of potential impacts from growth of AAU.

March 9, 2010 -An Interdepartmental Task Force is created with representatives from the Department of Building Inspection (including Inspection, Code Enforcement, Housing, Plumbing and Electrical), Fire Department, Department of Public Health, City Attorney and Planning. Coordinated Interdepartmental Task Force meets for the first time to organize inspection of all AAU properties.

March 9, 2010 – MEA sends consultant comments on the proposed scope of work.

March 10, 2010 – Received response to February 8, 2010 Planning Department letter from

Academy of Art University Enforcement Timeline

December 2, 2010

AAU. Most of the environmental information submitted.

March 16, 2010 – Coordinated Interdepartmental Task Force inspects the first building, 1849 Van Ness.

March 16, 2010 – Meeting with AAU and representatives to discuss response to February 8, 2010 letter, including signage requirements and post-EIR buildings. AAU informed that they must cease and desist usage of post –EIR buildings.

March 16, 2010 - MEA sends AAU memo requesting more specificity with regard to existing conditions related to parking and loading.

March 23, 2010 – Coordinated Task Force inspects 460 and 466 Townsend.

March 24, 2010 – Planning Department meeting with Paul Correa on sign compliance. Correa agrees to provide information for inventory of all signs on all AAU properties.

March 30, 2010 – Coordinated Task Force inspects 2295 Taylor (AKA 701 Chestnut).

April 1, 2010 - Planning approves life safety (fire alarm system) permit for 625 Sutter.

April 6, 2010 – Coordinated Interdepartmental Task Force meets to discuss the inspections of 1849 Van Ness, 466 Townsend, 460 Townsend, and 2295 Taylor.

April 9, 2010 – Policy Coordination Meeting of Planning Department staff to discuss initial inspections of Interdepartmental Coordinated Task Force.

April 9, 2010- Enforcement Notifications for 460 Townsend, 930-950 Van Ness, 963 O'Farrell sent to the AAU regarding violations of the Planning Code.

April 12, 2010 – AAU provides information requested in MEA's March 16 letter.

April 27, 2010- Meeting with AAU and representatives to discuss sign compliance, vacation of the post-EIR buildings and environmental review progress.

May 4, 2010 – Coordinated Interdepartmental Task Force inspects 740 Taylor and 625 Sutter.

May 11, 2010 – Coordinated Interdepartmental Task Force inspects 2225 Jerrold and 2151 Van Ness .

May 11, 2010 – Meeting with David Cincotta, Alex Tse and Ed Sweeney on AAU inspection program. AAU advised to voluntarily allow inspection of properties.

May 15, 2010 - MEA receives Consultant-prepared Draft Transportation Memo #1, Data Collection Summary Approach to 19 Study Areas.⁵

May 18, 2010 – Coordinated Interdepartmental Task Force inspects 180 New Montgomery and discuss progress of inspections.

May 20, 2010 – Coordinated Interdepartmental Task Force inspects 540 Powell and 491 Post.

⁵ When the Project Description was finalized, there were 17 Study Areas.

Academy of Art University Enforcement Timeline
December 2, 2010

May 25, 2010 – Coordinated Interdepartmental Task Force inspects 77-79 New Montgomery.

May 25, 2010 – Planning approves life safety (rated walls, doors)permit for 1849 Van Ness.

May 25, 2010 – Meeting with AAU and representatives to discuss signage compliance, vacation of post-EIR buildings, and progress on the environmental review.

June 2, 2010 – Planning staff meets with Susan Cleveland Knowles on AAU and housing issues.

June 3, 2010 – Planning approves life safety(fire alarm)permit for 1849 Van Ness.

June 4, 2010 – Planning staff meets with Vivian Day, Ed Sweeney and Alex Tse on use issues and life safety permits.

June 8, 2010 – Coordinated Interdepartmental Task Force inspects 1055 Pine, 1080 Bush ,1153 Bush and 1071 Pine.

June 8, 2010 – Department sends a bill to AAU for \$15,295.31 for staff time.

June 11, 2010 – MEA receives Consultant-prepared Draft Transportation Memo #2, Existing AAU Facilities Approach.

June 15, 2010 – Coordinated Task Force inspects 601 Brannan and 410 Bush.

June 17, 2010 – Coordinated Interdepartmental Task Force inspects 620 Sutter, 655 Sutter, 680 Sutter, 688 Sutter, 825 Sutter and 860 Sutter.

June 22, 2010 – Coordinated Interdepartmental Task Force inspects 1916 Octavia and 1727 Lombard.

June 22, 2010 – Meeting with AAU and representatives on use issues, vacation of post-EIR buildings, signage compliance and progress of environmental review.

June 22, 2010- Notices of Violation and Penalty for 460 Townsend, 930-950 Townsend and 963 O'Farrell sent to the Academy of Art for violations of the Planning Code. After 15 days, penalties of \$250 per day assessed for each day violation continues unabated.

June 24, 2010 – Coordinated Interdepartmental Task Force inspects 2300 Stockton and 60 Federal.

July 1, 2010 – Planning staff updates Planning Commission on progress of the Academy of Art enforcement program. Partial sign compliance, submittal of all required environmental documentation and inspections completed on most of the AAU properties.

July 2, 2010 – MEA receives Consultant-prepared Draft Transportation Memo #3 – Parking Data Collection and Analysis Approach.

July 2, 2010 – Department sends a bill to AAU for \$22,648.30 for staff time.

July 8, 2010 – Coordinated Interdepartmental Task Force inspects 930-950 Van Ness, 2209 Van Ness, 2211 Van Ness and 560 Powell.

Academy of Art University Enforcement Timeline

December 2, 2010

July 8, 2010 – Planning approves life safety(fire safety improvements , sprinkler) permit for 466 Townsend. Planning also approves two permits to legalize interior work done without permit(no use issues).

July 9, 2010 – Planning Department receives request from David Cincotta on behalf on the AAU for a Zoning Administrator Hearing on 460 Townsend and 930-950 Van Ness and 963 O'Farrell.

July 14, 2010 – Planning approves life safety (fire rated doors) permit for 825 Sutter.

July 20, 2010 – Meeting with AAU and representatives to discuss signage compliance, progress of environmental review, vacation of 930-950 Van Ness, and Zoning Administrator Hearing for 460 Townsend.

July 20, 2010 – Meeting with City Attorney Susan Cleveland Knowles on housing issues.

July 21, 2010 - Planning approves life safety(parapet bracing) permit for 560 Powell.

July 29, 2010 - Meeting of the Coordinated Interdepartmental Task Force and AAU representatives to discuss status of inspected buildings. AAU representative Tony Sanchez Correa presents spreadsheet and status of permits to correct violations. Use issues discussed particularly with 2295 Taylor. AAU informed of need for a relocation plan to move operations to buildings where use is not an issue.

July 29, 2010 – Additional meeting following Coordinated Interdepartmental Task Force meeting with David Cincotta and Tony Sanchez Correa. Planning Staff emphasized need for a relocation plan.

July 30, 2010 – MEA receives Consultant-prepared Draft Transportation Memo #4 – AAU Shuttle Bus Service – Existing service, Proposed Modifications, and Analysis Approach.

August 2, 2010 – Planning staff updates the Land Use and Economic Development Committee on progress of the Academy of Art enforcement program. Partial sign compliance, submittal of all required environmental review and inspections completed on most AAU properties.

August 10, 2010 – Planning Department sends letter to AAU requiring submittal of a relocation plan. Letter points out the five AAU buildings where use is not an issue.

August 19, 2010 – AAU and the public submit their arguments re 460 Townsend at the Zoning Administrator Hearing. The Zoning Administrator will issue a decision within thirty days.

August 25, 2010 – Zoning Administrator issues written decision on appeal for 460 Townsend. Zoning Administrator upholds violation and penalties.

August 27, 2010 – MEA submits comments on consultant submitted revised Project Description.

September 7-13, 2010 – MEA submits comments on Draft Transportation Memos 1-3.

Academy of Art University Enforcement Timeline

December 2, 2010

September 8, 2010 – Planning approves life safety (fire alarm upgrades) permit for 466 Townsend and life safety (sprinkler system) permit for 2295 Taylor.

September 9, 2010 – AAU appeals Zoning Administrator Decision on 460 Townsend the Board of Appeals.

September 23, 2010 – Planning staff meets with Paul Corr ea of AAU to compile sign survey information.

September 23, 2010 – Planning approves life safety (bracing of partitions, handrails, doors and disabled access) for 601 Brannan.

September 28, 2010 – Meeting with AAU and representatives to discuss sign compliance, progress of environmental review, relocation of uses, scheduling of conditional uses before the Planning Commission and Planning Commission and Land Use and Economic Development Committee follow up. Significant discussion regarding Notice of Preparation for the EIR.

September 29, 2010 – Notice of Preparation (NOP) of an EIR published and distributed.

September 29, 2010 – Department staff sends a bill for \$240.18 for staff time.

October 5, 2010 – Chris Haw meets with David Cincotta on lack of relocation plan and need for continued progress in AAU enforcement program

October 7, 2010 – Planning staff meets with Paul Correa of AAU to complete sign survey.

October 26, 2010 – Monthly meeting with AAU and Planning is cancelled. John Rahaim and Elisa Stephens meet to discuss enforcement progress.

October 26, 2010 Public Scoping Meeting conducted to receive comments on NOP and environmental issues.

November 2, 2010 – Planning approves two life safety permits (exiting, stairs, fire sprinkler) for 460 Townsend. Additional life safety (fire safety) permit approved for 1055 Pine St.

November 3, 2010 – Board of Appeals upholds Department’s Notice of Violation on 460 Townsend.

November 4, 2010 – Legislation for exemption from inclusionary requirements for student housing approved at the Planning Commission.

November 5, 2010 – Public Comment on the Notice of Preparation ends at 5:00 PM.

November 10, 2010 – Conference call with David Cincotta , Scott Sanchez and Christine Haw on 460 Townsend.

November 12, 2010 – AAU files Request for Rehearing (460 Townsend) before the Board of Appeals.

November 16, 2010 – Meeting with Tony Sanchez Correa and staff. Additional life safety permits approved.

Academy of Art University Enforcement Timeline

December 2, 2010

November 23, 2010 – Monthly meeting with AAU and Department staff.

November 23, 2010 – Meeting with Tony Sanchez Correa and staff on permits.

December 8, 2010 - Board of Appeals will take action on AAU's Request for Rehearing (460 Townsend).



ACADEMY *of* ART UNIVERSITY

FOUNDED IN SAN FRANCISCO 1929

December 1, 2010

Ron Miguel, President
San Francisco Planning Commission
City and County of San Francisco
Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Dear President Miguel:

RE: Academy of Art University (hereinafter referred to as the “Academy”) progress on EIR and Traffic work, signage issues and update to address notice of violations

The Academy respectfully submits this letter updating the Planning Commission on the considerable progress that it has been made on the environmental impact report (EIR) and code compliance activities over the past 11 months.

As provided in more detail below, the Academy has made significant progress in addressing numerous signage issues while addressing a number of code compliance issues that resulted from the City’s task force site visits that began in early 2010. In addition, significant progress has been made on the environmental impact review process. Academy staff in coordination with Major Environmental Analysis (MEA) Division of the Planning Department who is the lead agency for the Academy’s environmental consultant team, PBSJ, has achieved many milestones needed to complete the EIR document.

In summary, the Academy continues to coordinate together with all City staff and departments to mitigate remaining code compliance issues and the timely completion of the environmental impact report.

Relocation Activities:

Per the request of the Planning Department, specific code compliance activities include removal of the kiln at 466 Townsend and removal of Academy staff working at 950 Van Ness.

EIR Update:

Over the past 6 months the Academy’s environmental consultant PBSJ has made significant progress on moving towards completion of the EIR document.

Specifically, PBSJ recently submitted to MEA (Nannie Turrell) an updated memo on November 30, 2010, outlining the status of several critical path items and next steps in the EIR. This memo provides an updated project schedule which moves up the completion of draft traffic and EIR documents by several months from prior submitted EIR schedules. However, the updated

schedule and items discussed in the memo to MEA has yet to be reviewed by MEA staff. PBSJ is hopeful that upon review of the updated schedule and critical path items, the schedule for the EIR and traffic study can be moved forward. For informational purposes, the memo submitted to MEA staff is attached.

In addition to continued forward progress made on project scope and project description needed to complete a draft environmental impact report, PBSJ and the Planning Department held a Public Scoping Meeting for the Academy's Notice of Preparation of an Environmental Impact Report. This public scoping session was held at Morgan Auditorium, 491 Post Street on October 26, 2010. Approximately 30 to 50 members of the public attended the scoping meeting to have input on the Academy's project scope for the environmental impact report.

Traffic Study Update for EIR:

PBSJ has also made significant progress on the traffic study over the past 12 months. PBSJ has collected significant data since Fall 2009 on shuttle usage by staff and students while documenting and studying the Academy's shuttle routes. Some of this data has been utilized to reduce the number of routes for the Academy's shuttle system. All of this collected data, plus data that is still on-going, will go towards the successful completion of the traffic study component of the Environmental Impact Report (EIR).

Specifically, the pending traffic study involves 3 steps:

1. Data Collection
 - a. PBSJ has been focused on data collection since receiving the green light from MEA in May 2010;
 - b. PBSJ is targeting to finish all data collection by December 3, 2010 (last day of Fall Semester classes);
 - c. To date, PBSJ has collected the following information:
 - i. Intersection turning movement counts at the 75 study intersections
 - ii. Bicycle counts at designated intersections
 - iii. Pedestrian counts at designated intersections
 - iv. Parking utilization (both on-street and off-street) for every Study Area
 - v. Academy specific trip generation data collected at several existing Academy facilities
 - vi. Academy specific mode split information for faculty, staff, and students (collected via surveys last Spring)
 - d. PBSJ still needs to collect (and is in process):
 - i. Video surveillance of passenger loading activity at designated locations
 - ii. Video surveillance of freight loading activity at designated locations
 - iii. Parking demand at existing Academy facilities
2. Transportation Analysis
 - a. Existing Conditions
 - i. PBSJ has started to analyze existing Level of Service (LOS) at intersections
 - ii. Will finish analysis of existing conditions in December 2010, and early 2011
 - iii. Existing plus Project Conditions
 - iv. Analysis will be done in first half of 2011
 - v. Cumulative Conditions
 - vi. Analysis will be done in first half of 2011

3. Report Writing
 - a. Initial schedule had PBSJ submitting Admin Draft of Transportation Study to MEA on October 13, 2011 – However, PBSJ will be meeting with MEA to discuss if this schedule can be moved up to a sooner date (June 2011 as indicated below);

Below is a status update and timeline of the environmental review process:

1. Notice of Preparation published in October 2010
2. Scoping Period concluded – closed November 2010
3. Traffic analysis is underway
4. EIR Project Description has been finalized
5. EIR section writing is underway, about 75% of the sections have initial outlines
6. Conditional Use Memo is underway. To be submitted to MEA mid January 2011
7. PBSJ to submit interim batch of EIR sections to MEA February 2012. Those sections to be submitted are: Wind/Shadow, Biological Resources, Geology, Hydrology, Hazards, and Agriculture and Forest Resources.

New proposed schedule (draft):

1. First draft FULL Traffic Study – June 2011
2. First draft Admin EIR – July 2011
3. EIR certified – April 2012

Signage Update:

The Academy has made significant progress in addressing signage issues. We have been able to address these issues through numerous meetings with City Planning staff.

Buildings with no sign issues: The Planning department has deemed that the following Academy's buildings have no sign violations:

- 168 Bluxome
- 410 Bush
- 1080 Bush
- 575 Harrison
- 1900 Jackson
- 2225 Jerrold
- 180 New Montgomery
- 1069 Pine
- 1055 Pine
- 491 Post
- 740 Taylor
- 460 Townsend
- 950 Van Ness

Number of signs renewed or removed: The Academy has brought into compliance 31 signs.

Additionally, Planning has indicated that the following permits to re-new existing signage on two Academy locations is in the process of being approved by the Department. Once these permits are approved and finalized, there will be approximately 15 Academy buildings that meet all sign compliance. The two locations are:

1. 625 Sutter – one projection sign legal per micro film, awning permit filed and waiting for planning to approve;
2. 655 Sutter - single face wall sign okay for approval per planning staff; awaiting staff to approve submitted permit;

Notice of Violation Update: Building, Electrical & Plumbing Permits

Since the beginning of the year, the Academy has been working in coordination with city building and planning staff to obtain the appropriate building permits to address violations for work done without permit at various Academy building locations. These violations were cited by the City upon their visit all of the Academy locations. These inspections were completed by June 2010 with the Academy paying for all City staff time to attend these inspections. The Academy has worked quickly and diligently with city staff to put together the needed plans, permit applications and fees to process and obtain permits to address the issues cited by city staff. See attached schedule of permit work.

To date, numerous building, electrical, and plumbing permits have been obtained by the Academy to mitigate notice violations. The attached spreadsheet highlights the progress made on obtaining the needed permits. This attached spreadsheet also highlights those locations with permits pending plus permits which have been obtained by the Academy as well as work that is scheduled to be performed.

Once again, the Academy thanks the Planning Commission for the opportunity to submit this letter on progress made on compliance issues and the environmental review process. If there are any questions please feel free to pass any questions or concerns to my office at 415.618.3782.

Sincerely,



Dr. Elisa Stephens
President



an **ATKINS** company

MEMORANDUM

To: Nannie Turrell
From: Erin Efner
Enc: Project Schedule, Scope of Work, EIR Project Description
Date: November 30, 2010
Subject: **Status of AAU EIR**

The purpose of this memo is to outline the status of several critical path items and discuss next steps in the EIR process.

Project Schedule

PBS&J has prepared an updated project schedule (Attachment 1). As shown, the Draft Transportation Impact Study (TIS) is scheduled to be completed on June 9, 2011. The schedule shows that the first full Administrative Draft EIR will be submitted on July 1, 2011, and the EIR is scheduled to be certified in April of 2012. However, given the lead time for work on the TIS, we propose to submit certain EIR sections in batches to firmly establish the EIR analysis methodology before completing all of the technical sections. If you are agreeable to receiving the sections in batches, we will submit the first sections to MEA in February 2011. Preliminarily, this submittal would include Wind/Shadow, Biological Resources, Geology, Hydrology, Hazards, and Agriculture and Forest Resources. PBS&J will seek MEA's approval as to the sections that will be included in future batches. We understand that MEA's policy is to have a complete and comprehensive document submitted as ADEIR I. As such, although MEA will have received and commented on batches of sections, the submittal scheduled for July 1, 2011 will be considered ADEIR I and will contain all CEQA sections. The schedule is structured such that ADEIR I will rely on the analysis of the first draft TIS. Any changes in the TIS from 1st Draft to the final version will be reflected in the Public Review Draft EIR.

Please review the overall schedule and approach and provide your comments.

Scope of Work

PBS&J submitted the latest draft EIR scope of work to MEA in July 2010. Based on our records, it appears that final scope of work has not been approved by the Planning Department. Please advise on the recent draft of the scope (Attachment 2).

The revised TIS scope is not attached to this memo and will be sent to you separately no later than Friday December 3, 2010. At that time, we request that MEA staff review the scope and provide final signoff.

PBS&J corresponded with Jessica Range regarding the scope of work for the Air Quality/Greenhouse Gas Analysis. To complete that scope, in an November 9, 2010 email, Jessica suggested that, in preparation for a meeting to confirm the AQ/GHG scope, PBS&J should provide the screening level analysis of roadway and point sources for each area where: 1. new sensitive receptors are proposed, 2. an additional number of sensitive receptors are proposed (i.e., increasing units at an existing site). Based on our conversation on November 29, 2010, we will coordinate directly with Jessica to set up a meeting and will include you as an attendee.

If other meetings or follow-up are required to confirm the scope, please let us know. It is our understanding that we should proceed with a meeting with the Department of Public Health to agree on the scope of the Hazards and Hazardous Materials analysis.

Conditional Use Memo

Based on scoping conversations with MEA and PBS&J, it was determined that the CUs could be evaluated at a level less detailed than a typical EIR analysis. This CU memo will review environmental effects, at a general level, that can be deduced from the changes between the previous use and current Academy use. The memo will part of the record for use by the staff and Planning Commission in acting on the CUs.

The purpose of the memo is to acknowledge the CUs as a project under CEQA. The memo will evaluate the CUs in light of several CEQA topics as outlined in our scope of work. We have gathered most of the information from AAU to complete this task and have determined that the scenario to be evaluated will be determined by calculating the changes in population from uses prior to AAU purchase compared to the current building use. This will be largely done using ABAG population generation factors.. We anticipate submitting a draft of the CU Memo in mid-January 2011.

We request clarification with regard to the Historic Resources approach for the CU memo. Our original scope indicated that DPR forms would be completed for each of the 15 buildings. Based on initial review of the properties, we do not anticipate DPR forms being necessary for each structure. Rather, we recommend that the designation information for the nine buildings already listed on the National Register or other registers be provided to us by the Planning Department. From that point, we will evaluate any changes in the integrity of the building to determine whether impacts have occurred following AAU's ownership. This could include (but is not limited to) impacts related to signage or changes to building lobbies. We will provide a brief summary of the building's historic significance, a current photo, and our evaluation of impacts, if any, in report format but we would not complete DPR 523 forms.

There are, however, six buildings that need further evaluation. For these six buildings, we would conduct a site visit and determine eligibility for the National Register of Historic Places, California Register of Historical Resources, and CEQA status following San Francisco Preservation Bulletin 16. We will complete the DPR 523 A and B forms for these six buildings. We will determine whether any impacts have occurred from the past use and current conditions. Based on our preliminary review of the information available to us, we do not anticipate any significant impacts related to signage.

Finally, please provide PBS&J with an example of the documentation typically used to process CU applications.

NOP Comment Letter & Study Area Boundaries

Based on the UCSF and SFRA comment on the NOP, the geographic boundaries of certain Study Areas will be modified, including SA-15. We will submit the revised boundaries for your review.

EIR Project Description

MEA provided comments on the Project Description in September 2010. We have revised the draft reflect MEA's comments as well as more recent changes to the project as well as to address certain NOP comments (Attachment 3). Please review and provide comments as necessary.

Cultural Resources

Lora Holland and Richard Brandi of PBS&J and Randall Dean held a conference call in November 2010, and determined that the scope of work for the EIR Archaeological Resources section would not include a records search from the Northwest Information Center as the AAU project would entail no ground – disturbing activities.

As a reminder, the project has not yet been assigned a preservation planner.

Department of Public Health

We are in the process of scheduling discussions with DPH regarding the methodology for the EIR Hazards section. However, we have also had preliminary discussions with Tom Rivard of DPH regarding Article 38 review. Based on our discussions, Tom does not believe this is necessary for this project but acknowledged that MEA will ultimately decide whether or not Article 38 is applicable.

I look forward to speaking with you more regarding the items in this memo.

Best Regards,

Erin

Code Compliance Activities: Building, Electrical & Plumbing Permit Progress Update

<u>ACADEMIC BUILDINGS</u>	<u>DATE</u>	<u>VIOLATION NUMBER</u>	<u>City Department</u>	<u>PERMIT #</u>	<u>Permitting Status</u>	<u>PROJECTED WORK START DATE</u>	<u>ESTIMATED WORK COMPLETION DATE</u>
601 Brannon	6/15/2010	201052266	Building	201008099349	Hathaway Dinwiddie	December 20, 2010	January 24, 2011
601 Brannon	6/21/2010	201053686	Plumbing		Hawk Mechanical	Hawk to submit for permit	
410 Bush	7/22/2010	201058507	Electrical	E201008199460	A&E Electrical	Proposal review inprogress	
410 Bush	7/20/2010	SFFD			TEF / ARS / HD	Developing Plans for Submittal to City	
1080 Bush	6/15/2010	201050894	SRO Building Inspection				Work / Inspection complete
1080 Bush	6/21/2010	201053468	Plumbing		Bayline	Submitting hardship on toilet locations	Work / Inspection Complete
1153 Bush	6/15/2010	201050895	SRO Building Inspection		ARS		Work / Inspection Complete
		201053467		PP20100712334	Bayline		Work / Inspection Complete
				EW20100707221	Bay Electric		Work / Inspection Complete
				PP20100712353	Smelly Mels		Work / Inspection Complete
1153 Bush	6/10/2010	201051135	Building		ARS	Wtg Vendor Scheduling of City inspection for existing work	
2295 Taylor	3/30/2010	201039420	Building		ARS	Plans submitted to City waiting approval	
2295 Taylor	3/31/2010	201039318	Electrical	EW201007168798	A&E Electrical		Work / Inspection Complete
				EW20100726601	A&E Electrical		Work / Inspection Complete
				EW20100326561	A&E Electrical		Work / Inspection Complete
				EW20100324122	A&E Electrical		Work / Inspection Complete
				EW20100324121	A&E Electrical		Work / Inspection Complete
2295 Taylor	3/31/2010	201039238	Plumbing	PP20100701155	Pribuss	Wtg Building Permit approval	
			Plumbing	PM20100701156	Pribuss	Wtg Building Permit approval	
60 Federal	6/30/2010	201054769	Building		TEF / ARS / HD	Developing Plans for Submittal to City	
60 Federal	6/24/2010	201052306	Plumbing		TEF / ARS / HD	Developing Plans for Submittal to City	
		201058468	Electrical	E201008199470	A&E Electrical	11/04/10 Intial Survey walkthrough scheduled with Inspector.	
				EW20100330065	A&E Electrical	11/04/10 Intial Survey walkthrough scheduled with Inspector.	
				EW20100114226	A&E Electrical	11/04/10 Intial Survey walkthrough scheduled with Inspector.	
				EW20060419097	A&E Electrical	11/04/10 Intial Survey walkthrough scheduled with Inspector.	
60 Federal		201058468	Electrical	EW20051028149	A&E Electrical	11/04/10 Intial Survey walkthrough scheduled with Inspector.	

575 Hamson	8/2/2010	201055667	Plumbing		Columbia	Wtg Contractor scheduling HD	
1900 Jackson	6/22/2010	201052241	Plumbing	PP2010072734	Bayline		Work / Inspection Complete
1900 Jackson	7/28/2010	201052908	Building	Not Required	United Glass		Work / Inspection Complete
2225 Jerrold	5/17/2010	201047238	Plumbing	PP20100902572	RLH		Work / Inspection Complete
			Plumbing	PP20100602468	Bay Line		Work / Inspection Complete
2225 Jerrold	5/11/2010	Task Force inspection	Electrical	EW20100305102	A&E Electrical		Work / Inspection Complete
736 Jones	8/2/2010	201055668	Plumbing	PP20100817212	Columbia		Work / Inspection Complete
736 Jones	7/22/2010	201058467	Electrical	E201008199469	A&E Electrical		Work Complete / Inspection Scheduled November 16, 2010
				EW20070221484	A&E Electrical		Work Complete / Inspection Scheduled November 16, 2010
1727 Lombard	7/28/2010	201052907	Building	Not Required	AAU / Rainbow		Work / Inspection Complete
1727 Lombard	6/22/2010	201052236	Plumbing	PP20100729609	Columbia		Work / Inspection Complete
180 New Montgomery	5/25/2010	201061606	Plumbing	PP20100817213	Columbia		Work / Inspection Complete
180 New Montgomery	5/24/2010	201048218	Electrical	EW20100625741	A&E Electrical		Work Complete / Inspection Scheduled November 16, 2010
				EW20050701997	A&E Electrical		Work to be done under Permit EW20100625741
				EW20070529421	A&E Electrical		Work to be done under Permit EW20100625741
				EW20060829864	A&E Electrical		Work to be done under Permit EW20100625741
79 New Montgomery	1/13/2010	201030890	Building	1216114	Hathaway Dinwiddie		Work Complete / Pending City Inspection scheduling
79 New Montgomery	6/9/2010	201050914	Electrical	EW200812034333	A&E Electrical		Work / Inspection Complete
				EW201007112941	A&E Electrical		Work / Inspection Complete
				EW20100726581	A&E Electrical		Work / Inspection Complete
				EW20081117488	A&E Electrical		Work / Inspection Complete
				EW20100409901	A&E Electrical	Wtg Vendor & City Inspector Survey Schedule	
79 New Montgomery	5/25/2010	201048920	Plumbing	PP20100712336	Bayline		Work / Inspection Complete

79 New Montgomery	5/25/2010	201048920		PP20100910754	RLH		Work / Inspection Complete
79 New Montgomery	6/11/2010	201052238	Building		TEF / ARS / HD	Plans are in Planning Department for review	
1916 Octavia	6/22/2010	201052226	Plumbing		Bayline		Work / Inspection Complete
1916 Octavia	6/23/2010	201053528	Building		ARS / AAU	IMP / Environmental preparations in progress	
	7/28/2010	201052906	SRO Building Inspection	Not Required	United Glass		Work / Inspection Complete
	7/22/2010	201058487	Electrical	E201008199472	A&E Electrical	Survey has been completed by City Inspector. Proposal is in review for corrections	
				EW20090811202	A&E Electrical	Survey has been completed by City Inspector. Proposal is in review for corrections	
1055 Pine	6/15/2010	201050893	Building Inspection		AAU		Work / Inspection Complete
1055 Pine	6/21/2010	201053474	Plumbing		Columbia		Work / Inspection Complete
					RLH		Work / Inspection Complete
1055 Pine	7/22/2010	201058466	Electrical	E201008209473	A&E Electrical		Corrections completed Inspection Schedule date 11/16/10
1069 - 1071 Pine	6/10/2010	201051136	Building		Hathaway Dinwiddie	Wtg Vendor Scheduling of City Inspection for existing work	
	7/22/2010	201058489	Electrical	E201008209479			Corrections completed Inspection Schedule date 11/16/10
1069 - 1071 Pine	6/21/2010	201053473	Plumbing	PP20100817214	Columbia		Work / Inspection Complete
				PP20100910755	RLH		Work / Inspection Complete
491 Post	5/25/2010	201048900	Plumbing	PP20100712333	Bayline		Work / Inspection Complete
540 Powell	5/25/2010	201048879	Plumbing	PP20100712337	Bayline		Work / Inspection Complete
			Plumbing	PP20100817814	Smelly Mel's		Work / Inspection Complete
560 Powell	7/9/2010	201055568	Plumbing	PP20100729807	Columbia		Work Completed / Inspection Schedule date 11/17/10
				PP20100910752	RLH		Work Completed / Inspection Schedule date 11/17/10

2300 Stockton	6/24/2010	201052327	Plumbing	PP20100817215	Columbia		Work / Inspection Complete
2300 Stockton	7/22/2010	201058486	Electrical	E201008199471	A&E Electrical	Work is complete, pending switch over to IT equipment / Inspection will be scheduled	
			Electrical	EW20100330082	A&E Electrical		Work / Inspection Complete
			Electrical	EW20080129783	A&E Electrical		Work / Inspection Complete
			Electrical	EW20080201541	A&E Electrical		Work / Inspection Complete, waiting sign off
			Electrical	EW20100120723	A&E Electrical		Work / Inspection Complete, waiting sign off
			Electrical	EW20041215326	A&E Electrical		Work / Inspection Complete, waiting sign off
			Electrical	EW20040609022	A&E Electrical		Work / Inspection Complete, waiting sign off
	6/30/2010	201055458	Building		TEF / ARS / HD	Developing Plans for Submittal to City	
620 Sutter	6/29/2010	201053396	Plumbing	PP20100723608	Columbia		Work / Inspection Complete
			Plumbing	PP20100910750	RLH		Work / Inspection Complete
620 Sutter	6/17/2010	201052231	Building		AAU		Work / Inspection Complete
	6/17/2010	201052693	Building		TEF / ARS / HD		
	7/21/2010	Electrical Inspection	Electrical		A&E Electrical / AAU		Work / Inspection Complete
	7/28/2010	201052231	Building		AAU		Work / Inspection Complete
625 Sutter	5/26/2010	201049058	Plumbing	PP20100701154	Pribus	Plans Submitted to City waiting approval	January 30, 2011
625 Sutter	5/4/2010	Task Force Inspection	Electrical	EW20100609941			Work / Inspection Complete
				EW20100623361			Work / Inspection Complete
				EW20100623364			Work / Inspection Complete
655 Sutter	6/17/2010	201052692	Building		TEF / ARS	Drawing revisions in progress	
655 Sutter	6/17/2010	201052228	Building		HD / Galia Janitorial		Work / Inspection Complete

655 Sutter	6/22/2010	201053472	Plumbing		TEF / ARS / HD		Correct Boiler permit sent to Inspector
680 Sutter	6/25/2010	201053394	Plumbing	PP20100729811	Columbia		Work / Inspection Complete
	6/17/2010	201052229	Building		RLH	Permit approved / Work Scheduled 11/15/10	
680 Sutter	6/17/2010	201052694	Building		ARS / Hathaway Dinwiddie	Permit in Planning / Job has been bid out. Plans for Apt 204 are in City Planning awaiting approval	
825 Sutter	6/30/2010	201053397	Plumbing	PP20100729805	Columbia		Work / Inspection Complete
825 Sutter	6/17/2010	201052695	Building	Not required	Hathaway Dinwiddie	Inprogress	December 30, 2010
860 Sutter	7/1/2010	201053399	Plumbing	PP20100729812	Columbia		Work / Inspection Complete
860 Sutter	6/17/2010	201052696	Building		ARS / Hathaway Dinwiddie	Permit in Planning / Job has been bid out.	
860 Sutter	6/21/2010	Courtesy Notification	Electrical	EW20100816261	A&E Electrical		Work / Inspection Complete
740 Taylor	5/4/2010	Task Force Inspection	Electrical	EW20100609964	A&E Electrical		Work / Inspection Complete
740 Taylor	5/4/2010	Task Force Inspection	Electrical	EW20100609962	A&E Electrical		Work / Inspection Complete
460 Townsend	3/25/2010	201038499	Plumbing	PP20100701158	Pribuss	This work will be done inconjunction with the Fire Life Safety Upgrades	
				PM20100701159	Pribuss	This work will be done inconjunction with the Fire Life Safety Upgrades	
460 Townsend	3/23/2010	201038599	Building		ARS	Permit approved / Processing DBI Fees	
466 Townsend	3/26/2010	201038478	Plumbing	PP20100625033	Pribuss	December 22, 2010	January 30, 2011
466 Townsend	3/31/2010	201039240	Electrical	EW20100907661	A&E Electrical		Work / Inspection Complete
			Electrical	E201008029093	A&E Electrical		Work / Inspection Complete
466 Townsend	3/23/2010	201038600	Building	201005102107	Hathaway Dinwiddie		Work / Inspection Complete
466 Townsend			Electrical	EW20100825804	Paganini		Work / Inspection Complete
			Electrical	EW201008138761	Pafa		Work / Inspection Complete
			Plumbing	PP201006023654	RLH		Work / Inspection Complete

2209 Van Ness	7/12/2010	201055846	Plumbing	PP20100713384	Columbia		Work / Inspection Complete
2209 Van Ness	7/9/2010	201056026	Building		ARS	Waiting Code Consultant	
2211 Van Ness	7/9/2010	201055566	Plumbing	PP20100729810	Columbia		Work / Inspection Complete
			Plumbing	PP20100910753	RLH		Work / Inspection Complete
2211 Van Ness	7/9/2010	201056926	Building		TEF / ARS / HD	Waiting Code Consultant	
1849 Washington	3/17/2010	201037214	Building	1208991	Hathaway Dinwiddie		Work is completed / Estimated Inspection date 11/19/10
1849 Washington	3/18/2010	201037139	Electrical	EW201006108017	A&E Electrical		Work / Inspection Complete
1849 Washington	3/17/2010	201037214	Plumbing	PP201000625034	Pribuss		Work / Inspection Complete
			Plumbing	PM20100625035	Pribuss		Work / Inspection Complete
1849 Washington			Electrical	EW20100913542	Paganini		Work / Inspection Complete
			Electrical	E201008138317	Sienna Electric		Work / Inspection Complete
			Plumbing	PP20100709304	RLH ARS HD	Work is completed / As built drawings in Planning Dept at City waiting release	Estimated Inspection date 11/19/10