



1 [Authorizing Inclusion of Figtree Property-Assessed Clean Energy ("PACE") Program in  
2 California Enterprise Development Renewable PACE Programs]

3 **Resolution authorizing the inclusion of the Figtree Property-Assessed Clean Energy**  
4 **("PACE") Program in the City and County of San Francisco's Renewable PACE**  
5 **Program through the California Enterprise Development Authority; and authorizing the**  
6 **California Enterprise Development Authority to conduct contractual assessment**  
7 **proceedings and levy contractual assessments within the territory of the City and**  
8 **County of San Francisco; and authorizing related actions, as defined herein.**

9  
10 WHEREAS, The California Enterprise Development Authority is a joint exercise of  
11 powers authority ("CEDA"), authorized and existing pursuant to Joint Powers Act  
12 (Government Code Section 6500 *et seq.*) and that certain Joint Exercise of Powers  
13 Agreement, dated as of June 1, 2006, of which the City and County of San Francisco ("City")  
14 is an Associate Member, has adopted the Figtree Property Assessed Clean Energy (PACE)  
15 and Job Creation Program ("Program" or "Figtree PACE"), to allow the financing of certain  
16 renewable energy, energy efficiency, seismic retrofits, electric vehicle charging infrastructure,  
17 and water efficiency improvements ("Improvements") through the levy of contractual  
18 assessments pursuant to Chapter 29 of Division 7 of the Streets and Highways Code  
19 ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness  
20 ("Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections  
21 8500 *et seq.*) ("1915 Act") upon the security of the unpaid contractual assessments; and

22 WHEREAS, Chapter 29 provides that assessments may be levied under its provisions  
23 only with the free and willing consent of the owner of each lot or parcel on which an  
24 assessment is levied at the time the assessment is levied; and  
25

1           WHEREAS, The City desires to allow the owners of property ("Participating Parcel")  
2 within its territory ("Participating Property Owners") to participate in Figtree PACE and to allow  
3 CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the  
4 1915 Act to finance or refinance the Improvements; and

5           WHEREAS, CEDA will conduct assessment proceedings under Chapter 29 to establish  
6 an assessment district ("District") and issue Bonds under the 1915 Act to finance  
7 Improvements; and

8           WHEREAS, There has been presented to this Board a proposed form of Resolution of  
9 Intention to be adopted by CEDA in connection with such assessment proceedings ("ROI"), a  
10 copy of which is attached hereto as Exhibit A; and

11           WHEREAS, The ROI sets forth the territory within which assessments may be levied  
12 for Figtree PACE which territory shall be coterminous with the County's official boundaries of  
13 record at the time of adoption of the ROI ("Boundaries"); provided however, that a City  
14 property owner may enter into contractual assessments with CEDA only after this Board has  
15 adopted a resolution to authorize participation in the Program; and

16           WHEREAS, Pursuant to Chapter 29, the City authorizes CEDA to conduct assessment  
17 proceedings, levy assessments, pursue remedies in the event of delinquencies, and issue  
18 bonds or other forms of indebtedness to finance the Improvements in connection with Figtree  
19 PACE; and

20           WHEREAS, To protect the City and its officers and employees in connection with  
21 operation of the Figtree PACE program, Figtree Energy Financing, the program administrator,  
22 has agreed to defend and indemnify the City for disputes arising from Figtree Energy  
23 Financing's admiration of its program; and

24           WHEREAS, The City will not be responsible for the conduct of any assessment  
25 proceedings, the levy of assessments, or any required remedial action in the case of

1 delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued  
2 in connection with Figtree PACE, now therefore, be it

3         RESOLVED, That Board finds and declares that the foregoing recitals are true and  
4 correct; and, be it

5         FURTHER RESOLVED, That City hereby appoints CEDA as its representative to (i)  
6 record the assessment against the Participating Parcels, (ii) administer the District in  
7 accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the  
8 California Streets and Highways Code (commencing with Section 8500 *et seq.*) ("Law"), (iii)  
9 prepare or cause to be prepared program guidelines for the operations of the Program, and  
10 (iv) as required, proceed with any claims, proceedings or legal actions as shall be necessary  
11 to collect past due assessments on the properties within the District in accordance with the  
12 Law and Government Code Section 6509.6 of the California Government Code; provided  
13 however, nothing herein shall cause the City to be deemed to be an agent of Figtree or CEDA  
14 as a result of the adoption of this Resolution; and, be it

15         FURTHER RESOLVED, That the Board of Supervisors hereby finds and determines  
16 that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will  
17 provide significant public benefits, including without limitation, savings in effective interest  
18 rates, bond preparation, bond underwriting and bond issuance costs and reductions in  
19 effective user charges levied by water and electricity providers within the boundaries of the  
20 County; and, be it

21         FURTHER RESOLVED, That in connection with Figtree PACE, the City hereby  
22 consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any  
23 Property within the Boundaries and the issuance of Bonds under the 1915 Act, provided that:  
24 (1) Such proceedings are conducted by CEDA pursuant to one or more Resolutions of  
25 Intention in substantially the form of the ROI;

1 (2) The Participating Property Owners, who shall be the legal owners of such property,  
2 voluntarily execute a contract pursuant to Chapter 29 and comply with other applicable  
3 provisions of California law in order to accomplish the valid levy of assessments; and

4 (3) The City shall not be responsible for the conduct of any assessment proceedings, the  
5 levy of assessments, any required remedial action in the case of delinquencies in such  
6 assessment payments, or the issuance, sale or administration of the Bonds in connection with  
7 Figtree PACE; and, be it

8 FURTHER RESOLVED, That pursuant to the requirements of Chapter 29, CEDA has  
9 prepared and will update from time to time the "Program Report" for Figtree PACE ("Program  
10 Report," a copy of which is on file with the Clerk of the Board of Supervisors in File  
11 No. \_\_\_\_\_) and associated documents, and CEDA will undertake assessment proceedings  
12 and the financing of Improvements as set forth in the Program Report; and, be it

13 FURTHER RESOLVED, That this Board hereby acknowledges that the Law permits  
14 foreclosure in the event that there is a default in the payment of assessments due on a  
15 property, and the Board hereby designates CEDA as its representative to proceed with  
16 collection and foreclosure of the liens on the defaulting properties within the District, including  
17 accelerated foreclosure pursuant to the Program Report; and, be it

18 FURTHER RESOLVED, That the Controller, the Executive Director of the Department  
19 of the Environment, the Director of the Office of Public Finance and their respective designees  
20 are hereby authorized and directed to make applications for Figtree PACE available to all  
21 property owners who wish to finance Improvements; and, be it

22 FURTHER RESOLVED, That the Board of Supervisors hereby finds that adoption of  
23 this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"),  
24  
25

1 because the Resolution does not involve any commitment to a specific project which may  
2 result in a potentially significant physical impact on the environment, as contemplated by Title  
3 14, California Code of Regulations, Section 15378(b )( 4)); and, be it

4 FURTHER RESOLVED, The costs associated with the formation and administration of  
5 the assessment district will be provided by CEDA, and the City shall have no liability or  
6 responsibility therefor; and, be it

7 FURTHER RESOLVED, That the Controller, the Director of the Environment, the  
8 Director of the Office of Public Finance and their respective designees are hereby authorized  
9 and directed to execute and deliver such certificates, requisitions, agreements (including any  
10 indemnity agreement provided to the City by Figtree) and related documents as are  
11 reasonably required by CEDA in accordance with the Program Report to implement Figtree  
12 PACE for Participating Property Owners; and, be it

13 FURTHER RESOLVED, That this Resolution shall take effect immediately upon its  
14 adoption.

15  
16 APPROVED AS TO FORM:  
17 DENNIS J. HERRERA, City Attorney

18  
19 By: 

20 Mark D. Blake  
21 Deputy City Attorney

22 n:\legana\as2017\1400080\01185389.docx  
23  
24  
25

**EXHIBIT A**

**CEDA Resolution of Intention**

**RESOLUTION OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY DECLARING INTENTION TO FINANCE INSTALLATION OF DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY EFFICIENCY, SEISMIC RETROFITS, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE, AND WATER EFFICIENCY IMPROVEMENTS IN THE COUNTY OF \_\_\_\_\_**

**WHEREAS**, the California Enterprise Development Authority (“CEDA”) is a joint powers authority authorized and existing pursuant to Joint Powers Act (Government Code Section 6500 et seq.) and that certain Joint Exercise of Powers Agreement (the “Agreement”) dated as of June 1, 2006, by and among the cities of Eureka, Lancaster and Selma; and

**WHEREAS**, CEDA is authorized under the Agreement and Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (“Chapter 29”) to authorize assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements that are permanently fixed to real property (“Authorized Improvements”); and

**WHEREAS**, CEDA has obtained authorization from the County \_\_\_\_\_ (the “County”) to enter into contractual assessments for the financing of the installation of Authorized Improvements in the County; and

**WHEREAS**, CEDA desires to declare its intention to establish a Figtree PACE program (“Figtree PACE”) in the County, pursuant to which CEDA, subject to certain conditions set forth herein, would enter into contractual assessments to finance the installation of Authorized Improvements in the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY, AS FOLLOWS:**

**Section 1. Findings.** The Board of Directors hereby finds and determines the following:

- (a) The above recitals are true and correct and are incorporated herein by this reference.
- (b) Energy and water conservation efforts, including the promotion of Authorized Improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of global climate change and the reduction of greenhouse gas emissions in the County.
- (c) The upfront cost of making residential, commercial, industrial, or other real property more energy and water efficient, along with the fact that most commercial loans for that purpose are due on the sale of the property, prevents many property owners from installing Authorized Improvements.



- (d) A public purpose will be served by establishing a contractual assessment program, to be known as Figtree PACE, pursuant to which CEDA will finance the installation of Authorized Improvements to residential, commercial, industrial, or other real property in the County.

**Section 2. Determination of Public Interest.** The Board of Directors hereby determines that (a) it would be convenient, advantageous, and in the public interest to designate an area, which shall encompass the entire geographic territory within the boundaries of the County, within which CEDA and property owners within the County may enter into contractual assessments to finance the installation of Authorized Improvements pursuant to Chapter 29 and (b) it is in the public interest for CEDA to finance the installation of Authorized Improvements in the County pursuant to Chapter 29.

**Section 3. Identification of Authorized Improvements.** CEDA hereby declares its intention to make contractual assessment financing available to property owners to finance installation of Authorized Improvements, including but not limited to those improvements detailed in the Report described in Section 8 hereof (the "Report"), as that Report may be amended from time to time.

**Section 4. Identification of Boundaries.** Contractual assessments may be entered into by property owners located within the entire geographic territory of the County including unincorporated territory within County Boundaries. A property owner located within a City within the County may enter into contractual assessments with CEDA only after such City has adopted a resolution to authorize participation in the PACE Program.

**Section 5. Proposed Financing Arrangements.** Under Chapter 29, CEDA may issue bonds, notes or other forms of indebtedness (the "Bonds") pursuant to Chapter 29 that are payable by contractual assessments. Division 10 (commencing with Section 8500) of the Streets & Highways Code of the State (the "Improvement Bond Act of 1915") shall apply to any indebtedness issued pursuant to Chapter 29, insofar as the Improvement Bond Act of 1915 is not in conflict with Chapter 29. The creditworthiness of a property owner to participate in the financing of Authorized Improvements will be based on the criteria developed by Figtree Energy Financing (the "Program Administrator") upon consultation with Figtree PACE Program underwriters or other financial representatives, CEDA general counsel and bond counsel, and as shall be approved by the Board of Directors of CEDA. In connection with indebtedness issued under the Improvement Bond Act of 1915 that are payable from contractual assessments, serial and/or term improvement bonds or other indebtedness shall be issued in such series and shall mature in such principal amounts and at such times (not to exceed 20 years from the second day of September next following their date) and at such rate or rates of interest (not to exceed the maximum rate permitted by applicable law) as shall be determined by the Board of Directors at the time of the issuance and sale of the indebtedness. The provisions of Part 11.1 of the Improvement Bond Act of 1915 shall apply to the calling of the bonds. It is the intention of the Board of Directors to create a special reserve fund for the bonds under Part 16 of the Improvement Bond Act of 1915. Neither CEDA, nor any of its members participating in the Figtree PACE Program, shall advance available surplus funds from its treasury to cure any deficiency in the

redemption fund to be created with respect to the indebtedness; provided, however, that this determination shall not prevent CEDA or any of its members from, in their sole discretion, so advancing funds. The Bonds may be refunded under Division 11.5 of the California Streets and Highways Code or other applicable laws permitting refunding, upon the conditions specified by and upon determination of CEDA.

CEDA hereby authorizes the Program Administrator, upon consultation with CEDA general counsel, bond counsel and the Figtree PACE underwriter, to commence preparation of documents and take necessary steps to prepare for the issuance of bonds, notes or other forms of indebtedness as authorized by Chapter 29.

In connection with the issuance of bonds payable from contractual assessments, CEDA expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent contractual assessment installments under specified circumstances.

**Section 6. Public Hearing.** Pursuant to the Act, CEDA hereby orders that a public hearing be held before CEDA Board (the "Board"), at 550 Bercut Drive, Suite G, Sacramento, CA 95811, on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ A., for the purposes of allowing interested persons to object to, or inquire about, the proposed Figtree PACE Program. The public hearing may be continued from time to time as determined by the Board for a time not exceeding a total of 180 days.

At the time of the hearing, the Report described in Section 8 hereof shall be summarized, and the Board shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed Figtree PACE Program, the extent of the area proposed to be included within the boundaries of the assessment district, the terms and conditions of the draft assessment contract described in Section 8 hereof (the "Contract"), or the proposed financing provisions. Following the public hearing, CEDA may adopt a resolution confirming the Report (the "Resolution Confirming Report") or may direct the Report's modification in any respect, or may abandon the proceedings.

The Board hereby orders the publication of a notice of public hearing once a week for two successive weeks. Two publications in a newspaper published once a week or more often, with at least five days intervening between the respective publication dates not counting such publication dates are sufficient. The period of notice will commence upon the first day of publication and terminate at the end of the fourteenth day. The first publication shall occur not later than 20 days before the date of the public hearing.

**Section 7. Notice to Water and Electric Providers.** Pursuant to Section 5898.24 of the Streets & Highways Code, written notice of the proposed contractual assessment program within the County to all water and electric providers within the boundaries of the County has been provided.

**Section 8. Report.** The Board hereby directs the Program Administrator to prepare the Report and file said Report with the Board at or before the time of the public hearing described in Section 6 hereof containing all of the following:

- (a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered, as set forth in Section 4 hereof.
- (b) A draft contractual assessment contract (the "Contract") specifying the terms and conditions of the agreement between CEDA and a property owner.
- (c) A statement of CEDA's policies concerning contractual assessments including all of the following:
  - (1) Identification of types of Authorized Improvements that may be financed through the use of contractual assessments.
  - (2) Identification of the CEDA official authorized to enter into contractual assessments on behalf of CEDA.
  - (3) A maximum aggregate dollar amount of contractual assessments.
  - (4) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount.
- (d) A plan for raising a capital amount required to pay for work performed in connection with contractual assessments. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28 of Chapter 29. The plan (i) shall include a statement of, or method for determining, the interest rate and time period during which contracting property owners would pay any assessment, (ii) shall provide for any reserve fund or funds, and (iii) shall provide for the apportionment of all or any portion of the costs incidental to financing, administration and collection of the contractual assessment program among the consenting property owners and CEDA.

A report on the results of the discussions with the County Auditor-Controller described in Section 10 hereof, concerning the additional fees, if any, that will be charged to CEDA for inclusion of the proposed contractual assessments on the general property tax roll of the County, and a plan for financing the payment of those fees.

**Section 9. Nature of Assessments.** Assessments levied pursuant to Chapter 29, and the interest and any penalties thereon, will constitute a lien against the lots and parcels of land on which they are made, until they are paid. Unless otherwise directed by CEDA, the assessments shall be collected in the same manner and at the same time as the general taxes of the County on real property are payable, and subject to the same penalties and remedies and lien priorities in the event of delinquency and default.

**Section 10. Consultations with County Auditor-Controller.** CEDA hereby directs the Program Administrator to enter into discussions with the County Auditor-Controller in order to reach agreement on what additional fees, if any, will be charged to CEDA for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real property.

**Section 11. Preparation of Current Roll of Assessment.** Pursuant to Section 5898.24(c), CEDA hereby designates the Program Administrator as the responsible party for annually

preparing the current roll of assessment obligations by assessor's parcel number on property subject to a voluntary contractual assessment.

**Section 12. Procedures for Responding to Inquiries.** The Program Administrator shall establish procedures to promptly respond to inquiries concerning current and future estimated liability for a voluntary contractual assessment.

**Section 13. Effective Date.** This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_, 201\_\_.

CALIFORNIA ENTERPRISE  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Gurbax Sahota, Chair

ATTEST:

\_\_\_\_\_  
Helen Schaubmayer, Assistant Secretary

**EXHIBIT B**  
**Indemnification Agreement**

## **INDEMNIFICATION AGREEMENT**

**BY AND BETWEEN**

**THE CITY AND COUNTY OF SAN FRANCISCO AND  
FIGTREE COMPANY, INC.**

This Indemnification Agreement (the "Agreement") is entered into by and between the City and County of San Francisco, a municipal corporation or political subdivision, duly organized and existing under the laws of the State of California (the "Public Entity") and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the "Administrator"), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the "Authority").

### **RECITALS**

**WHEREAS**, the Authority is a joint exercise of powers authority whose members include the Public Entity in addition to other cities and counties in the State of California; and

**WHEREAS**, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the "Figtree PACE Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code ("Chapter 29") and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

**WHEREAS**, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the Public Entity; and

**WHEREAS**, the legislative body of the Public Entity adopted or will adopt a resolution authorizing the Public Entity to join the Figtree PACE Program; and

**WHEREAS**, the Public Entity will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

**WHEREAS**, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the Public Entity in connection with the operations of the Figtree PACE Program as set forth herein;

NOW, THEREFORE, in consideration of the above premises and of the Public Entity's agreement to join the Figtree PACE Program, the parties agree as follows:

1. **Indemnification.** Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Figtree agrees to defend, indemnify and hold harmless the Public Entity, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the Public Entity. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. **Amendment/Interpretation of this Agreement.** This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. **Section Headings.** Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. **Waiver.** No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. **Severability and Governing Law.** If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. **Notices.** All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator

Figtree Company, Inc.  
9330 Scranton Road, Suite 600  
San Diego, California 92121  
Attn: Peter Grabell

If to the Public Entity:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8. **Effective Date.** This Agreement will be effective as of the date of the signature of Public Entity's representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

APPROVED AS TO FORM:

\_\_\_\_\_  
Public Entity Attorney

Public Entity Name

By \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

Figtree Company, Inc., a California corp.

By \_\_\_\_\_  
Name: Peter Grabell  
Title: Senior Vice President

Date: \_\_\_\_\_



BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

May 24, 2017

File No. 170484

Lisa Gibson  
Environmental Review Officer  
Planning Department  
1650 Mission Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103

Dear Ms. Gibson:

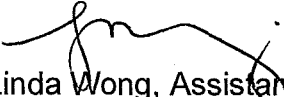
On April 25, 2017, the Supervisor Mark Farrell introduced the following legislation:

**File No. 170484**

**Resolution authorizing the inclusion of the Figtree Property-Assessed Clean Energy ("PACE") Program in the City and County of San Francisco's Renewable PACE Program through the California Enterprise Development Authority; and authorizing the California Enterprise Development Authority to conduct contractual assessment proceedings and levy contractual assessments within the territory of the City and County of San Francisco; and authorizing related actions, as defined herein.**

This legislation is being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

  
By: Linda Wong, Assistant Clerk

Attachment

c: Joy Navarrete, Environmental Planning  
Jeanie Poling, Environmental Planning

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

## MEMORANDUM

TO: Ben Rosenfield, City Controller, Office of the City Controller  
Deborah Raphael, Director, Department of the Environment  
Nadia Sesay, Director, Controller's Office of Public Finance

FROM: Linda Wong, Assistant Clerk, Budget and Finance Sub-Committee

DATE: May 24, 2017

SUBJECT: LEGISLATION INTRODUCED

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The Board of Supervisors' Budget and Finance Sub-Committee has received the following proposed legislation:

**File No. 170484**

Resolution authorizing the inclusion of the Figtree Property-Assessed Clean Energy ("PACE") Program in the City and County of San Francisco's Renewable PACE Program through the California Enterprise Development Authority; and authorizing the California Enterprise Development Authority to conduct contractual assessment proceedings and levy contractual assessments within the territory of the City and County of San Francisco; and authorizing related actions, as defined herein.

If you have any comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Todd Rydstrom, Office of the City Controller  
Guillermo Rodriguez, Department of the Environment

# Introduction Form

By a Member of the Board of Supervisors or the Mayor

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2017 APR 25 11:11 AM  
Time stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [ ] inquires"
- 5. City Attorney request.
- 6. Call File No. [ ] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. [ ]
- 9. Reactivate File No. [ ]
- 10. Question(s) submitted for Mayoral Appearance before the BOS on [ ]

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.**

**Sponsor(s):**

Supervisor Mark Farrell

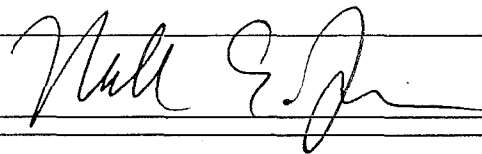
**Subject:**

Resolution - Consent to Inclusion of City Properties in California Enterprise Development Renewable PACE Program --- Property Assessed Clean Energy Programs.

**The text is listed below or attached:**

Attached.

Signature of Sponsoring Supervisor: \_\_\_\_\_



For Clerk's Use Only:

