

File No. 250183

Committee Item No. 2

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date March 19, 2025

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
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| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
|                                     |                          | • Draft Settlement Agreement                 |
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| <input type="checkbox"/>            | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
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Completed by: Brent Jalipa Date March 13, 2025

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Improvement Area No. 1 (Pier 1) of Special Tax District No. 2009-1 Delinquent Special Tax  
2 Payment; Settlement Agreement and Release of Claims]

3 **Resolution accepting payment of delinquent special taxes in Improvement Area No. 1**  
4 **of City and County of San Francisco Special Tax District No. 2009-1 (San Francisco**  
5 **Sustainable Financing) from AMB Pier One, LLC, approving Settlement Agreement and**  
6 **Release of Claims, and providing for other matters related thereto, as defined herein.**

7  
8 WHEREAS, On November 24, 2009, this Board of Supervisors ("Board of  
9 Supervisors") of the City and County of San Francisco ("City") adopted Resolution No. 464-09  
10 ("Resolution of Intention") stating its intention to establish, for the public purposes set forth in  
11 the Resolution of Intention, the City and County of San Francisco Special Tax District No.  
12 2009-1 (San Francisco Sustainable Financing) ("Special Tax District"), pursuant to Chapter  
13 43, Article X of the San Francisco Administrative Code ("Code"), which Code incorporates the  
14 Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, et. seq., of the  
15 California Government Code ("Act"), to finance and refinance the acquisition, installation and  
16 improvement of energy efficiency, water conservation and renewable energy improvements to  
17 or on real property and in buildings, whether such real property or buildings are privately or  
18 publicly owned; and

19 WHEREAS, The Resolution of Intention stated the intention of the Board of  
20 Supervisors to undertake the proceedings to form the Special Tax District under the alternate  
21 procedures established by Section 43.10.17 of the Code, pursuant to which a special tax  
22 district may initially consist solely of territory proposed for annexation to the special tax district  
23 in the future, with the condition that a parcel or parcels within that territory may be annexed to  
24 the special tax district and subjected to the special tax only with the unanimous approval  
25 ("Unanimous Approval") of the owner or owners of such parcel or parcels at the time that such

1 parcel or those parcels are annexed or in compliance with other procedures established by  
2 the Code; and

3 WHEREAS, The Resolution of Intention stated that the City may, without additional  
4 hearings or procedures, designate a parcel or parcels as an improvement area within the  
5 Special Tax District; that, after the designation of a parcel or parcels as an improvement area,  
6 all proceedings for approval of the appropriations limit, the rate, method of apportionment and  
7 manner of collection of special tax and the authorization to incur bonded indebtedness for  
8 such parcel or parcels will apply only to the improvement area; and that the City may incur  
9 indebtedness payable solely from special taxes levied on property in the improvement area;  
10 and

11 WHEREAS, Subsequent to holding noticed public hearings, this Board of Supervisors  
12 adopted Resolution No. 6-10 ("Resolution of Formation"), and Resolution No. 7-10  
13 ("Resolution of Necessity"), which resolutions defined the facilities to be financed by the  
14 Special Tax District ("Facilities"), established the Special Tax District, authorized the levy of a  
15 special tax with the Special Tax District and determined the necessity to incur bonded  
16 indebtedness in the Special Tax District, respectively; and

17 WHEREAS, Improvement Area No. 1 of the Special Tax District contains a single  
18 property (Pier 1) that is owned by the City, through the Port Commission ("Port"), and leased  
19 to AMB Pier One LLC ("Lessee"); and

20 WHEREAS, At the request of the Lessee, and because Pier 1 is owned by the Port, the  
21 Port signed a Unanimous Approval dated October 1, 2012 ("Pier 1 Unanimous Approval")  
22 agreeing to the levy of special taxes on the leasehold interest in Pier 1, and the Lessee  
23 executed a Lessee Consent to Special Tax and Other Matters dated October 1, 2012  
24 ("Lessee Consent") consenting to the levy of the special taxes; and

25

1           WHEREAS, Each of the Pier 1 Unanimous Approval and the Lessee Consent includes  
2 the Method of Apportionment of Special Tax for the Special Tax District, and a Rate  
3 Supplement that is specific to Pier 1; and

4           WHEREAS, On October 15, 2012, the City issued \$1,400,000 initial principal amount  
5 Improvement Area No. 1 of the City and County of San Francisco Special Tax District No.  
6 2009-1 (San Francisco Sustainable Financing) Special Tax Bonds, Series A (“Bonds”) to  
7 finance eligible Facilities at Pier 1, which Bonds were secured by payments of special taxes  
8 levied on Lessee’s leasehold interest in Pier 1; and

9           WHEREAS, On October 21, 2013, the City caused a bill to be sent to Lessee for the  
10 first installment of the fiscal year 2013-14 special tax levy, in the amount of \$47,184.16  
11 (“December 10, 2013 Installment”); the bill stated: “Payment must be postmarked on or before  
12 December 10, 2013. Otherwise, payment will be considered late and subject to an immediate  
13 10% penalty (among other penalties specified by the Revenue Taxation Code), and interest  
14 will accumulate at a rate of 1.5% per month starting July 1, 2014”; and

15           WHEREAS, Lessee did not pay the December 10, 2013 Installment, which Lessee has  
16 informed City staff was a result of an administrative oversight; and

17           WHEREAS, The City, in anticipation of the receipt of the special tax payment from the  
18 Lessee, advanced moneys for the payment of debt service on the Bonds and as a  
19 consequence there was no default in the payment of debt service on the Bonds; and

20           WHEREAS, Lessee has paid all other special tax installments when and as due; and

21           WHEREAS, This Board of Supervisors wishes to approve a Settlement Agreement and  
22 Release of Claims (“Settlement Agreement”) between the City and the Lessee, in substantially  
23 the form on file with the Clerk of the Board of Supervisors, pursuant to which (i) the Lessee  
24 would pay to the City an amount that would include: (a) the amount of the December 10, 2013  
25 Installment, a delinquency penalty equal to 10% of the December 10, 2013 Installment, and

1 compounded interest on the December 10, 2013 Installment calculated using the monthly  
2 interest rate earned by the Treasurer's Pool beginning on December 10, 2013 and continuing  
3 through the date the City notified Lessee of the missed payment ("Missed Payment Amount")  
4 and (b) costs relating to the collection of the taxes ("Collection Costs Amount") (together, the  
5 "Settlement Amount"), and (ii) the City would release any right to receive additional amounts  
6 from Lessee related to the December 10, 2013 Installment; and

7 WHEREAS, The City will use the amount received from Lessee under the Settlement  
8 Agreement to reimburse the City for: the foregone interest earnings on amounts advanced  
9 equal to the December 10, 2013 Installment; now, therefore, be it

10 RESOLVED, That the foregoing recitals are true and correct; and, be it

11 FURTHER RESOLVED, That this Board of Supervisors hereby approves the form of  
12 the Settlement Agreement, in substantially the form on file with the Clerk of the Board of  
13 Supervisors; the City Attorney is hereby authorized and directed to execute and deliver the  
14 Settlement Agreement in substantially the form on file with the Clerk of the Board of  
15 Supervisors, together with such additions or changes as are approved by the City Attorney,  
16 provided that the amount paid by the Lessee to the City must be equal to or greater than the  
17 Settlement Amount; the approval of such additions or changes shall be conclusively  
18 evidenced by the execution and delivery by the City Attorney of the Settlement Agreement;  
19 and, be it

20 FURTHER RESOLVED, That all actions heretofore taken by the officers and agents of  
21 the City with respect to the Settlement Agreement and the matters addressed thereby are  
22 hereby approved, confirmed and ratified, and the appropriate officers of the City are hereby  
23 authorized and directed to do any and all things and take any and all actions and execute any  
24 and all certificates, agreements and other documents, which they, or any of them, may deem  
25 necessary or advisable in order to accomplish the purposes of this Resolution; all actions to

1 be taken by the City Attorney may be taken by the City Attorney or any designee, with the  
2 same force and effect as if taken by City Attorney; and, be it

3 FURTHER RESOLVED, That if any section, subsection, sentence, clause, phrase, or  
4 word of this Resolution, or any application thereof to any person or circumstance, is held to be  
5 invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision  
6 shall not affect the validity of the remaining portions or applications of this Resolution, the  
7 Board hereby declaring that it would have passed this Resolution and each and every section,  
8 subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional  
9 without regard to whether any other portion of this Resolution or application thereof would be  
10 subsequently declared invalid or unconstitutional; and, be it

11 FURTHER RESOLVED, that this Resolution shall take effect upon its adoption.

12  
13 OFFICE OF THE CONTROLLER

14  
15 By: /s/ \_\_\_\_\_  
16 Greg Wagner  
Controller

17  
18 APPROVED AS TO FORM:  
DAVID CHIU, City Attorney

19  
20 By: /s/ Mark D. Blake  
Mark D. Blake  
Deputy City Attorney

21 n:\financlas2025\1300182\01822053.docx

## **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

**RE: AMB Pier One LLC, DBA Prologis; Payment of Delinquent Special Taxes Improvement Area No. 1 (Pier 1) of City and County of San Francisco Special Tax District No. 2009-1 (San Francisco Sustainable Financing)**

1. This Settlement Agreement and Release of Claims (“Settlement Agreement”) is entered into by and between AMB Pier One LLC, dba Prologis, on behalf of itself, its subsidiaries, successors and assigns, and each of them, if any (hereinafter referred to individually and collectively as “TAXPAYER”), and the City and County of San Francisco, together with its elective and/or appointive boards, agents, servants, employees, consultants, departments, commissioners, and officers (hereinafter referred to individually and collectively as “CITY”), hereinafter each referred to as a “Party” and collectively as the “Parties,” for the purpose of resolving the CITY’S demand for payment in accordance with applicable law of the special taxes levied in Improvement Area No. 1 (Pier 1) of City and County of San Francisco Special Tax District No. 2009-1 (San Francisco Sustainable Financing) (“Special Tax District”) pursuant to the invoice attached hereto as Exhibit A (“PAYMENT DEMAND”).

2. FOR GOOD AND VALUABLE CONSIDERATION, in the amount of \$68,895.72 (sixty-eight thousand eight hundred ninety-five dollars and seventy-two cents) to be paid by TAXPAYER to CITY in cash concurrently with CITY’S execution and delivery of this Settlement Agreement (“SETTLEMENT AMOUNT”), the sufficiency of which is hereby admitted and acknowledged, CITY hereby agrees to fully and forever release and discharge, upon receipt of the SETTLEMENT AMOUNT, the TAXPAYER from any and all claims, actions, causes of action, liabilities, damages, demands, attorneys’ fees, expenses, and costs (including without limitation court costs) of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, which have existed or may have existed, or which do exist, or which hereafter shall or may exist, and which are alleged or set forth or attempted to be included in the PAYMENT DEMAND, or any associated penalties, interest, or fees (collectively, the “CITY’S CLAIMS”).

The SETTLEMENT AMOUNT represents (i) the amount set forth in the PAYMENT DEMAND, (ii) a delinquency penalty equal to 10% of the amount set forth in the PAYMENT DEMAND, (iii) compounded interest on the amount set forth in the PAYMENT DEMAND calculated using the monthly interest rate earned by the CITY Treasurer’s Pool beginning on December 10, 2013 and continuing through August 14, 2024 and (iv) costs incurred by the CITY relating to the collection of the delinquent special taxes.

3. CITY hereby acknowledges and agrees that this Settlement Agreement shall be final and conclusive with respect to the CITY’S CLAIMS, and fully and forever releases and discharges TAXPAYER from the CITY’S CLAIMS.

4. CITY represents and warrants that it has not assigned or transferred, or agreed to assign or transfer, or attempted to assign or transfer, to any third party or entity (including without limitation any insurer) any interest in any of the CITY’S CLAIMS. CITY agrees to defend, indemnify, and hold harmless TAXPAYER against any loss, expense, or liability, including without limitation reasonable attorneys’ fees, arising from any breach of the foregoing.

5. TAXPAYER represents and warrants that either (a) there are no liens in existence which may attach to the SETTLEMENT AMOUNT, or (b) to the extent there are any such liens, TAXPAYER will pay and retire all such liens. TAXPAYER agrees to defend, indemnify, and

hold harmless CITY against any and all claims by any person or entity purporting to hold any lien, interest, or other claim involving TAXPAYER and arising in connection with the payment of the SETTLEMENT AMOUNT to CITY.

6. TAXPAYER acknowledges that the proposed settlement is contingent upon the written recommendation of the Controller of the CITY against which the PAYMENT DEMAND was ordered, with the written approval of the City Attorney or the Controller and the approval of the Board of Supervisors by resolution. This Settlement Agreement shall not be effective or binding as against either Party unless and until all such recommendations and approvals as are set forth in the preceding sentence have been obtained.

7. Each of TAXPAYER and CITY certifies that it has read Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each of TAXPAYER and CITY hereby waives application of Section 1542 of the Civil Code. Each of TAXPAYER and CITY understands and acknowledges that, as a consequence of this waiver of Section 1542, even if TAXPAYER or CITY should eventually suffer additional or further loss, damages, or injury arising out of or in any way related to any issues raised in the SETTLEMENT AMOUNT or any related penalties, interest, and fees, TAXPAYER or CITY, as applicable, will not be permitted to make any further claims against TAXPAYER or CITY to recover for such loss, damages, or injury. Each of TAXPAYER and CITY acknowledges that it intends these consequences even as to amounts related to any issues raised in the PAYMENT DEMAND that may exist as of the date of this Settlement Agreement but which TAXPAYER or CITY does not know exist, and which, if known, would materially affect TAXPAYER'S or CITY'S decision to execute this Settlement Agreement, regardless of whether TAXPAYER'S or CITY'S lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

8. Each of TAXPAYER and CITY acknowledges that this Settlement Agreement contains and constitutes the entire agreement between TAXPAYER and CITY with respect to the CITY'S CLAIMS. The terms of this Settlement Agreement are contractual and not a mere recital. Each Party acknowledges that the other Party has made no representations, express or implied, to induce such Party to enter into this Settlement Agreement, other than as expressly set forth herein.

9. Each of TAXPAYER and CITY acknowledges that, in executing this Settlement Agreement, it is acting on its own independent judgment informed by its legal counsel. Each of TAXPAYER and CITY acknowledges having read this Settlement Agreement and having been advised by its attorney as to its meaning and effect. Each of TAXPAYER and CITY acknowledges and warrants that its execution of this Settlement Agreement is free and voluntary.

10. No aspect of this Settlement Agreement or the settlement which led to it is intended to be, nor at any time shall be construed, deemed, or treated in any respect as an admission by TAXPAYER or CITY of liability for any purpose. It is expressly understood by TAXPAYER and CITY that this Settlement Agreement is executed as a settlement of the PAYMENT DEMAND and the CITY'S CLAIMS, respectively. It is expressly understood and agreed by the Parties that in executing this Settlement Agreement neither Party has made any



admissions or concessions regarding the merits of its positions, or the merits of the other Party's positions, regarding the PAYMENT DEMAND or the CITY's CLAIMS, as applicable.

11. Each of TAXPAYER and CITY understands and acknowledges that both TAXPAYER and CITY shall bear their own legal expenses and costs incurred in connection with prosecuting or defending against any of the PAYMENT DEMAND or CITY's CLAIMS.

12. If any of the provisions of this Settlement Agreement or the application thereof is held to be invalid, its invalidity shall not affect any other provision or application of this Settlement Agreement to the extent that such other provision or application can be given effect without the invalid provision or application, and to this end, the provisions of this Settlement Agreement are declared and understood to be severable; provided, however, that should a court of competent jurisdiction hold that TAXPAYER was not obligated to pay CITY upon any of the PAYMENT DEMAND, and should TAXPAYER bring or join in such a suit, then CITY shall immediately remit to TAXPAYER the SETTLEMENT AMOUNT, plus interest accruing thereon at the City's Treasure annual pooled funds rate, compounded monthly, from the date of payment thereof. The foregoing requirement to remit the SETTLEMENT AMOUNT or any interest shall not be enforceable as against CITY if TAXPAYER shall, prior to TAXPAYER bringing or joining in such a suit, have brought any claim, whether or not through any judicial or administrative proceeding, with respect to the PAYMENT DEMAND.

13. Neither this Settlement Agreement nor any provision of this Settlement Agreement can be modified or waived in any way, except by agreement in writing signed by each of the Parties hereto, consenting to such modification or waiver.

14. This Settlement Agreement and the settlement which led to it have been fully negotiated with the assistance of counsel and should not be construed more strictly against one Party than another.

15. Each Party represents that the individual signing this Settlement Agreement on its behalf is authorized to sign this Settlement Agreement on behalf of the Party for which such individual signs.

16. This Settlement Agreement shall be governed and construed in accordance with the laws of the State of California.

17. This Settlement Agreement may be signed in counterparts, and each signed counterpart shall be deemed an original document, but all of which together shall constitute one and the same instrument.

AMB PIER ONE, LLC

Dated: \_\_\_\_\_

\_\_\_\_\_  
MARC SANCES  
SENIOR VICE PRESIDENT,  
REAL ESTATE TAX

Print Name: \_\_\_\_\_

Print Position: \_\_\_\_\_

CITY AND COUNTY OF SAN FRANCISCO

Dated: \_\_\_\_\_



October 21, 2013

AMB Pier One, LLC  
Attn: Aaron Binkley  
Pier 1, Bay 1  
San Francisco, California 94111

**Re: Improvement Area No. 1 of the City and County of San Francisco Special Tax District No. 2009-1 (San Francisco Sustainable Financing)**

Dear Mr. Binkley:

The total special tax levy on your leasehold interest in Assessor's Parcel No. 9900-001 for fiscal year 2013-14 has been revised. The total Improvement Area No. 1 tax levy for this property for fiscal year 2013-14 has been increased from the original amount of \$91,339.32 to \$94,368.32. This tax levy increase of \$3,029.00 is a result of the reduction of the direct subsidy due to the federal government's sequestration actions. The increase of the tax amount has been added to your first installment of special tax, which is due December 10, 2013.

This notice constitutes the handbill for the first installment of fiscal year 2013-14. **Please remit a check in the amount of \$47,184.16 to:**

Improvement Area No. 1 of the City and County of San Francisco  
Special Tax District No. 2009-1 (San Francisco Sustainable Financing)  
City and County of San Francisco  
Attn: Director of the Office of Public Finance  
1 Dr. Carlton B. Goodlett Place  
City Hall  
San Francisco, California 94102

**Payment must be postmarked on or before December 10, 2013. Otherwise, payment will be considered late and subject to an immediate 10% penalty (among other penalties specified by the Revenue & Taxation Code), and interest will accumulate at a rate of 1.5% per month starting July 1, 2014. If you have any questions, please call (916) 561-0890.**

Sincerely yours,

A handwritten signature in cursive script that reads 'Miriam Adamec'.

Miriam Adamec  
Analyst



**OFFICE OF THE CONTROLLER**  
CITY AND COUNTY OF SAN FRANCISCO

Greg Wagner  
Controller  
ChiaYu Ma  
Deputy Controller

## MEMORANDUM

**TO:** Mayor Daniel Lurie and Honorable Board of Supervisors

**DATE:** February 24, 2025

**SUBJECT:** **Resolution Accepting Payment of Delinquent Special Taxes in Improvement Area No. 1 of City and County of San Francisco Special Tax District No. 2009-1 (San Francisco Sustainable Financing) from AMB Pier One, LLC, and Approving Settlement Agreement and Release of Claims**

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**Recommended Action:**

We respectfully request that the Board of Supervisors (the "Board") consider and approve the resolution ("Resolution") accepting payment of delinquent special taxes from AMB Pier One, LLC ("Lessee") for Improvement Area No. 1 of City and County of San Francisco Special Tax District No. 2009-1 (San Francisco Sustainable Financing), and approving the associated settlement agreement and release of claims. This Resolution will allow for the repayment of monies advanced by the City for the payment of debt service for Improvement Area No. 1 of the City and County of San Francisco Special Tax District No. 2009-1 (San Francisco Sustainable Financing) Special Tax Bonds, Series A ("Bonds"), which Bonds were secured by payments of special taxes levied on Lessee's leasehold interest in Pier 1.

In connection with this request, the Resolution and related supporting documents are expected to be introduced at the Board of Supervisors meeting on Tuesday, March 4, 2025. We request that the items be heard at the Budget and Finance Committee meeting scheduled for March 19, 2025.

**Background:**

On October 15, 2012, the City and County of San Francisco ("City") issued \$1,400,000 of Bonds to finance eligible energy efficiency and renewable energy capital improvements at Pier 1, which Bonds were secured by payments of special taxes levied on Lessee's leasehold interest in Pier 1. Twice-yearly special tax payments related to the Bonds began being collected in December 2012, and will continue to be collected by the City through the final maturity of the Bonds, which is currently anticipated in September 2032.

On October 21, 2013, the Special Tax Administrator for Improvement Area No. 1 sent a bill to the Lessee for the first installment of the fiscal year 2013-14 special tax levy, due by December 10, 2013, in the amount of \$47,184.16 ("December 2013 Installment"). However, the Lessee did not pay the December 2013 Installment, which the Lessee has informed City staff was a result of an administrative oversight. The City, in anticipation of the receipt of the special tax payment from the Lessee, advanced moneys for the payment of debt service on the Bonds to ensure there was no default in payment of debt service on the Bonds. To date, the Lessee has made all subsequent special tax payments in a timely manner.

Since the recognition of the missed payment, the Controller's Office, City Attorney and the Lessee have tentatively agreed on a settlement (the "Settlement Agreement"), requiring the Lessee to submit payment (the "Settlement Amount") to the City, subject to the approval of the Resolution by the Board, in order to make the City whole for its advance of the funds and related collection costs. The Settlement Amount of \$68,895.72 will also reimburse the City for the foregone interest earnings the City would otherwise have earned in the Treasurer's Pool from the original payment due date through the date the Lessee was notified of the missed payment. Upon receipt of the Settlement Amount by the City, the Settlement Agreement releases the Lessee from further claims relating to the missed payment. The proposed Resolution accepts the payment from the Lessee and approves the form of Settlement Agreement for final execution by officers of the City.

Your consideration of this matter is greatly appreciated. If you have any questions, please contact Anna Van Degna ([anna.vandegna@sfgov.org](mailto:anna.vandegna@sfgov.org)), Vishal Trivedi ([vishal.trivedi@sfgov.org](mailto:vishal.trivedi@sfgov.org)), or Bridget Katz ([bridget.katz@sfgov.org](mailto:bridget.katz@sfgov.org)).

Sincerely,



Greg Wagner, Controller

cc: Angela Calvillo, Clerk of the Board of Supervisors  
Sophia Kittler, Mayor's Budget Director  
Tyrone Jue, Department of the Environment  
Nicolas Menard, Budget Analyst  
Dan Goncher, Budget Analyst  
Fred Brousseau, Budget Analyst  
Mark Blake, Deputy City Attorney  
Kenneth Roux, Deputy City Attorney



**OFFICE OF THE CONTROLLER**  
CITY AND COUNTY OF SAN FRANCISCO

Greg Wagner  
Controller  
ChiaYu Ma  
Deputy Controller

## MEMORANDUM

**TO:** Angela Calvillo, Clerk of the Board of Supervisors

**DATE:** February 24, 2025

**SUBJECT:** **Legislation for Improvement Area No. 1 (Pier 1) of Special Tax District No. 2009-1 Delinquent Special Tax Payment; Settlement Agreement and Release of Claims**

Dear Ms. Calvillo:

Enclosed is the above referenced resolution to accepting payment of delinquent special taxes in Improvement Area No. 1 of City and County of San Francisco Special Tax District No. 2009-1 (San Francisco Sustainable Financing) from AMB Pier One, LLC, approving Settlement Agreement and Release of Claims, and providing for other matters related thereto. The necessary supporting documentation prepared by the Controller's Office is also enclosed.

We respectfully request for the Resolution and related supporting documents to be introduced at the Board of Supervisors meeting on Tuesday, March 4, 2025, and heard at the Budget and Finance Committee meeting scheduled for March 19, 2025.

Please contact Anna Van Degna at (415) 554-5956 ([anna.vandegna@sfgov.org](mailto:anna.vandegna@sfgov.org)) or Vishal Trivedi ([vishal.trivedi@sfgov.org](mailto:vishal.trivedi@sfgov.org)) if you have any further questions regarding this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Wagner".

Greg Wagner  
Controller

Enclosures

- 1) Resolution for Improvement Area No. 1 (Pier 1) of Special Tax District No. 2009-1 Delinquent Special Tax Payment; Settlement Agreement and Release of Claims
- 2) Settlement Agreement
- 3) Transmittal to Mayor and Board of Supervisors