

AGENDA ITEM 6c
Treasure Island Development Authority
City and County of San Francisco
Meeting of April 8, 2026

Subject: Resolution Approving the Application to Place a Banner Above the Yerba Buena Island Tunnel No. 1,577 with Treasure Island Community Development, LLC., a California limited liability company

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: 415-274-3365

BACKGROUND

Under the Treasure Island Development Authority (the “Authority”) Application to Place a Banner Above the Yerba Buena Island Tunnel Policy as presented and adopted by the Authority Board of Directors in February 2007, the minimum rate for use of the Banner Space was established at \$7,500.00 per month (“Banner Rate”).

Treasure Island Community Development, LLC., a California limited liability company (hereafter referred to as "TICD"), is seeking to use the banner space above the Yerba Buena Island Tunnel (“Banner Space”) at an interim discounted rate for various marketing efforts including special events, home sales, and apartment rentals. The banner space serves as an important information and marketing advertisement platform for TICD.

The Authority and TICD have negotiated a new Banner Space agreement with a monthly fee of \$3,000.00 commencing on May 1, 2026 through December 31, 2026, to showcase development activities and upcoming events on Treasure Island, as well as provide a valuable resource to existing island residents, new visitors, and new potential island residents.

PROPOSED MONTHLY BANNER FEE

Under the Authority’s Application to Place a Banner Above the Yerba Buena Island Tunnel Policy, the minimum rate for use of the Banner Space is \$7,500.00 per month. TICD has requested to use the Banner Space for \$3,000.00 per month and will be responsible for expenses related to upkeep and installation of the banner advertisement. This will allow TICD to be able to provide important information, marketing advertisements for island residents, commercial tenants, and the general public. Given the community benefits associated with use of Banner Space, TICD will be provided Banner Space at \$3,000.00 per month, subject to the condition that TICD will assume all responsibility for maintenance and installation.

APPLICATION TO PLACE BANNER - TERMS AND CONDITIONS

TICD will sign the Authority’s standard form Application to Place a Banner Above the Yerba Buena Island Tunnel document. The salient terms and conditions of the proposed Agreement include the following:

Location:	Banner space above the Yerba Buena Island (YBI) Tunnel
Dates for Banner to be Displayed:	May 1, 2026 through December 31, 2026
Banner Fee:	Three Thousand Dollars (\$3,000.00) per month

FINANCIAL IMPACT

The new Lease will provide approximately \$6,000.00 to the Authority’s budget for FY 2025/26 (May 1, 2026 – June 30, 2026) and \$18,000.00 for FY 2026/27 (July 1, 2026 – December 31, 2026).

RECOMMENDATION

The Authority Staff recommends that the Authority Board of Directors approve the proposed Application to Place a Banner Above the Yerba Buena Island Tunnel No. 1,577 with Treasure Island Community Development, LLC., a California limited liability company, and authorize the Acting Treasure Island Director or her designee to execute said Agreement for \$3,000.00 per month commencing May 1, 2026 through December 31, 2026 and subject to the additional terms and conditions set forth above.

EXHIBITS

Exhibit A: Application to Place a Banner Above the Yerba Buena Island Tunnel No. 1,577 with Treasure Island Community Development, LLC., a California limited liability company

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Jamie Querubin, Acting Treasure Island Director

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
39 TREASURE ISLAND ROAD, STE 241
ACTING TREASURE ISLAND

DIRECTOR

SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
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DANIEL LURIE, MAYOR

JAMIE QUERUBIN

APPLICATION TO PLACE A BANNER ABOVE THE YERBA BUENA ISLAND TUNNEL
No. 1,577

Applicant Information

Request Date	May 1, 2026
Name of Applicant	Lindsay Vargo
Organization	Treasure Island Community Development, LLC. a California limited liability company
Phone//Fax Number	415 905 5329 (office phone) 415 278 1334 (cell phone)
Email	LVargo@wilsonmeany.com
Address	Four Embarcadero Center, Suite 3330 San Francisco, CA 94111
Dates for Banner to be Displayed	May 1, 2026 through December 31, 2026

- Treasure Island Community Development, LLC. a California limited liability company (“Requestor”) shall pay the Authority a monthly non-refundable fee in the amount of \$3,000.00 for its use of the banner space as provided hereunder. The first month's fee is payable at such time as Requestor signs and delivers this Application to Place a Banner Above the Yerba Buena Island Tunnel to the Authority.
- The banner shall be installed and maintained solely by the Requestor. Requestor is required to receive Authority approval of the content of the banner prior to installation.
- Subject to the conditions set forth below in Section 1, the term for banners space is May 1, 2026 through December 31, 2026.
- Banners shall be 70 feet horizontally and 10 feet vertically. The minimum lettering size is 24 inches high, and banners are required to be produced in nylon with eyelet holes in each corner no more than 35 inches.
- Political, commercial, and personal messages on banners will not be approved.
- Banners publicizing Treasure/Yerba Buena Island messages and events will receive first priority.
- YBI Tunnel Policy is attached and hereby incorporated by reference.

IN SIGNING THIS FORM, THE REQUESTER HEREBY AGREES TO COMPLY WITH ALL OF THE FOLLOWING REQUIREMENTS. IF THE REVOCABLE PERMISSION TO PLACE A BANNER ABOVE THE YERBA BUENA TUNNEL IS GRANTED, AS EVIDENCED BY THE TREASURE ISLAND DEVELOPMENT AUTHORITY'S EXECUTION OF THIS REQUEST, SUCH REVOCABLE PERMISSION SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS:

1. The permission granted hereunder is merely a revocable license. The Treasure Island Development Authority ("TIDA") may revoke the permission at will for any reason whatsoever including, but not limited to, the need to replace Requestor's banner with an emergency public service or safety announcement. Upon the revocation, TIDA shall cause the Department of Public Works to remove the banner.
2. The permission shall not be assignable except with the prior written consent of TIDA.
3. In consideration of the permission being granted, Requestor, on its behalf and that of any permitted successor or assign, promises and agrees to perform all the terms of this permission and to comply with all applicable laws, ordinances and regulations.
4. Requestor agrees on its behalf and that of any successor or assign to hold harmless, defend, and indemnify TIDA and the City and County of San Francisco, including, without limitation, each of its commissions, departments, officers, agents and employees (hereinafter collectively referred to as the "Indemnified Parties") from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments including without limitation, attorneys' fees and costs (collectively "claims") of any kind allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, Requestor or its contractors, or the officers, agents, or employees of either, in connection with this permission, or while in or about the property subject to this permission for any reason connected in any way whatsoever with the activities authorized under this permission, (ii) any accident or injury to Requestor or any contractor, or any officer, agent, or employee of either of them, for any reason connected with the activities authorized under this permission, or arising from liens or claims for services rendered or labor or materials furnished in or for the activities authorized under this permission, (iii) injuries or damages to real or personal property, goodwill, and persons in, upon or in any way allegedly connected with this permission from any cause or claims arising at any time, and (iv) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Requestor in, under, on or about the property subject to this permission or into the environment. As used herein, "hazardous material" means any substance, waste or material which, because of its quantity, concentration of physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety to the environment.
5. Requestor must hold harmless, indemnify and defend the Indemnified Parties regardless of the alleged negligence of an Indemnified Party or any other party, except only for claims resulting directly from the sole negligence or willful misconduct of an Indemnified Party. Requestor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Indemnified Parties from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such

claim is tendered to Requestor by an Indemnified Party and continues at all times thereafter. Requestor agrees that the indemnification obligations assumed under this permission shall survive expiration of the permission.

6. Requestor shall obtain and maintain through the terms of this permission general liability insurance with not less than \$1,000,000 of coverage to protect TIDA and the City against claims for damages for personal injury, accidental death and property damage allegedly arising from any activities under this permission. Such insurance shall in no way limit Requestor's indemnity hereunder. Certificates of insurance, in form and with insurers satisfactory to TIDA and the City, evidencing the coverage above and naming TIDA and the City as additional insureds, shall be furnished to TIDA and the City before commencing any activities under this permission, with complete copies of policies furnished promptly upon TIDA or City request.

Requestor:

**Treasure Island Community Development, LLC.
a California limited liability company**

By: _____
Christopher Meany, Vice President

Treasure Island Development Authority

By: _____
Jamie Querubin
Acting Treasure Island Director

APPROVED AS TO FORM:

**DAVID CHIU
CITY ATTORNEY**

By: _____
Deputy City Attorney

1 [Application to Place a Banner Above the Yerba Buena Island Tunnel with Treasure Island
2 Community Development]

3 **Resolution Approving the Application to Place a Banner Above the Yerba Buena Island**
4 **Tunnel No. 1,577 with Treasure Island Community Development, LLC., a California**
5 **limited liability company.**

6 WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island
7 and Yerba Buena Island (together, the "Base"), which is currently owned by the United States
8 of America ("the Federal Government"); and,

9 WHEREAS, The Base was selected for closure and disposition by the Base Realignment
10 and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent
11 amendments; and,

12 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
13 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
14 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
15 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
16 conversion of the Base for the public interest, convenience, welfare and common benefit of the
17 inhabitants of the City and County of San Francisco; and,

18 WHEREAS, Under the Treasure Island Conversion Act of 1997 (the "Act"), which
19 amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to
20 Chapter 1333 of the Statutes of 1968, the California Legislature (i) designated the Authority as
21 a redevelopment agency under California redevelopment law with authority over the Base upon
22 approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base
23 which are subject to the Tidelands Trust, vested in the Authority the authority to administer the
24 public trust for commerce, navigation and fisheries as to such property; and,
25

1 WHEREAS, On February 6, 1998, the Board of Supervisors adopted Resolution No. 43-
2 98 approving the designation of the Authority as a redevelopment agency for Treasure Island
3 and Yerba Buena Island; and,

4 WHEREAS, On January 24, 2012, the Board of Supervisors rescinded designation of
5 the Authority as the redevelopment agency for Treasure Island under California Community
6 Redevelopment Law in Resolution No. 11-12; although such rescission does not affect
7 Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust
8 trustee for the portions of Treasure Island subject to the Tidelands Trust, or any other powers
9 or authority of the Authority; and,

10 WHEREAS, The Treasure Island Community Development, LLC., a California limited
11 liability company (hereafter referred to as "TICD"), is seeking to use the banner space above
12 the Yerba Buena Island (YBI) Tunnel for various marketing efforts including special events,
13 home sales, and apartment rentals; and,

14 WHEREAS, The banner will serves as an important information and marketing
15 advertisement platform for TICD and provides valuable information to island residents,
16 commercial tenants, and the general public; and,

17 WHEREAS, The Authority Application to Place a Banner Above the Yerba Buena Island
18 Tunnel Policy as presented and adopted by the Authority Board of Directors in February 2007,
19 establishes the minimum rate for use of the banner space above the Yerba Buena Island Tunnel
20 at \$7,500.00 per month ("Banner Rate"); and,

21 WHEREAS, Under the proposed Application to Place a Banner Above the Yerba Buena
22 Island Tunnel agreement, TICD is requesting to use the Banner Space for \$3,000.00 per month
23 commencing on May 1, 2026 through December 31, 2026, and be responsible for all expenses
24 related to upkeep and installation of the banner advertisement; and,
25

1 WHEREAS, The Banner Space assists TICD with showcasing its development activities
2 and upcoming events on Treasure Island, provide important information, marketing
3 advertisements for island residents, commercial tenants, and the general public as well as
4 provide a valuable resource to existing island residents, new visitors and new potential island
5 residents; and,

6 WHEREAS, Given the community benefits associated with use of Banner Space, TICD
7 will be provided Banner Space at \$3,000.00 per month, subject to the condition that TICD will
8 assume all responsibility for maintenance, and installation; now, therefore be it

9 RESOLVED, That the Board of Directors hereby approves the proposed Application to
10 Place a Banner Above the Yerba Buena Island Tunnel No. 1,577 with Treasure Island
11 Community Development, LLC., a California limited liability company, and authorize the
12 Treasure Island Director or her designee to execute said Banner Agreement for \$3,000.00 per
13 month commencing May 1, 2026 through December 31, 2026, and authorizes the Treasure
14 Island Director or her designee to execute said Banner Agreement in substantially the form
15 attached hereto as Exhibit A; and be it

16 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into
17 the Application to Place a Banner Above the Yerba Buena Island Tunnel will serve the goals of
18 the Authority and the public interests of the City, and (ii) the terms and conditions of the
19 Application to Place a Banner Above the Yerba Buena Island Tunnel are economically
20 reasonable; and be it

21 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure
22 Island Director or his designee to enter into any additions, amendments or other modifications
23 to the Agreement that the Treasure Island Director or his designee determines in consultation
24 with the City Attorney are in the best interests of the Authority, that do not materially increase
25

1 the obligations or liabilities of the Authority, that do not materially reduce the rights of the
2 Authority, and are necessary or advisable to complete the preparation and approval of the
3 Agreement, such determination to be conclusively evidenced by the execution and delivery by
4 the Treasure Island Director or his designee of the documents and any amendments thereto.

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8 **CERTIFICATE OF SECRETARY**

9 I hereby certify that I am the duly elected Secretary of the Treasure Island
10 Development Authority, a California nonprofit public benefit corporation, and that the
11 above Resolution was duly adopted and approved by the Board of Directors of the
12 Authority at a properly noticed meeting on April 8, 2026.

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Jeanette Howard, Secretary