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MAY 17 2023

City Clerk's Office
City of Santa Clara



**City of
Santa Clara**
The Center of What's Possible

CITY COUNCIL WRITTEN PETITION

Please provide the information requested below. When complete, please submit to the City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA 95050.

Date: 5-17-2023

I, Adam Thompson, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

The City Council has requested the planning department to revise the El Camino Real Specific Plan to better align with a community vision. The planning department has reached out to the original committee members to see if there is interest in participating in the revision process.

There are multiple committee members on the list below that have a vested interest in the outcome of the plan, creating a potential conflict of interest by a lobbyist group.

The City Council and Mayor have expressed the importance of transparency while conducting city business and this seems like an over-site that needs to be corrected.

I am requesting that the City Council reconsider the following committee members for the following reasons.
*Please see attached materials to support request.

I understand that it is important that I attend the meeting in the event there are any questions the Council wishes to ask me.

Signed:

NAME: Adam Thompson

ADDRESS: 1464 Lexington St
Street

Santa Clara 95050

City Zip Code

TELEPHONE:* (408) 731 - 0203
Optional

DATE: 5/17/2023

*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.

Building Industry Association (BIA) – Organization funded and made up of developers and contractors



BIA BAY AREA
BUILDING INDUSTRY ASSOCIATION

ABOUT ▾ JOIN ▾ GOVERNMENTAL AFFAIRS ▾ EVENTS ▾ WOMEN'S ▾

Executive Committee

Kelley Stough
Chair
Lennar Homes

Bob Glover
Executive Officer
BIA|Bay Area

Emily Boyd
Vice Chair - Builders
Brookfield Residential

Deana Vidal
Vice Chair - Associates
John Burns Real Estate Consulting

Todd Callahan
Secretary/Treasurer
Toll Brothers

Vince McCarrie
Immediate Past Chair
D.R. Horton

Silicon Valley Leadership Group – This group has taken money from recent developers in the city for support of said project. Attached document supporting this information.

07000 - Misc Expenses									
Misc. Develop Exp									
General Journal	01/18/2018	241		To record ENA deposit required by City of Santa Clara	10.00	10.00	1290	3.534247	9.05
Bill	02/14/2018	5685060	Old Republic Title Compan	City of Santa Clara Title report	550.00	550.00	1263	3.460274	483.60
Bill	05/01/2018	21	Kevin Moore	Printing of 50 proposed student housing packets	200.00	780.00	1187	3.252055	161.85
Check	10/29/2018	1120	Mission City Community Fl.	Contribution	5,000.00	5,780.00	1006	2.756164	3,264.31
Bill	10/30/2018		Santa Clara Outreach	Santa Clara Outreach costs	590.00	6,350.00	1005	2.753425	384.70
Bill	01/22/2019		Committee for West Valley	Contribution - Yes on W - Committee for West V.	1,500.00	7,850.00	921	2.523288	876.23
Bill	03/28/2019	16263	Silicon Valley Leadership C	2009 Membership fees	5,000.00	12,850.00	856	2.345205	2,667.72
Bill	03/28/2019	16263	Silicon Valley Leadership C	Sponsorship - GameChangers 2020 - Apr 26, 20	10,000.00	22,850.00	856	2.345205	5,335.44
Bill	09/11/2019		Sponsorship	Santa Clara Parade of Cha	2,500.00	25,350.00	689	1.887671	1,027.02
Bill	10/22/2019		Gold Sponsor	Mission City Community Fl.	5,000.00	30,350.00	648	1.775342	1,911.05
Bill	01/01/2020	16816	Silicon Valley Leadership C	2020 Membership fees \$4,500 + \$500 for ticket t	5,000.00	35,350.00	577	1.580822	1,670.24
Bill	09/21/2020		Gold Sponsor	Mission City Community Fl.	5,000.00	40,350.00	313	0.857534	846.16
Bill	10/26/2020		FPPC #1286738	Santa Clara's Police Office	5,000.00	45,350.00	278	0.761644	744.84
Bill	10/26/2020		FPPC # 1429862	Committee to Save Caltrain	5,000.00	50,350.00	278	0.761644	744.84
Bill	01/01/2021	17392	Silicon Valley Leadership C	2021 Membership fees \$4,500 + \$500 for ticket t	5,000.00	55,350.00	211	0.578082	555.76
Bill	02/22/2021		Jan Reimb	Chris Shay	745.00	56,095.00	159	0.435616	61.58
Bill	02/22/2021		Jan Reimb	Chris Shay	500.00	56,595.00	159	0.435616	41.33
Total Misc. Develop Exp					56,595.00	0.00	56,595.00		
Misc. Travel Expenses									

Commercial Real Estate Development Associate (NAIOP) – Pat Sausedo is currently a registered lobbyist in the city.

Sausedo	Patricia	Patricia Sausedo	Contract
Sheaff	Spencer	Housing Action Coalition	Business/Organization
Sherringham	Tia	DoorDash, Inc	Business/Organization
Silva	Tony	HMH Engineering	Business/Organization
Smith	Corey	Housing Action Coalition	Business/Organization

Greenbelt Alliance	General Email to abrownstevens@greenbelt.org (previous contact Kiyomi Yamamoto left)
Building Industry Association (BIA)	Dennis Martin
Chamber of Commerce	General Email to christian.malesic@svcentralchamber.com and Info@svcentralchamber.com (previous contact Domarina Ebrahimi left)
Silicon Valley Bicycle Coalition	Diana Crumedy
Silicon Valley Leadership Group	General Email to mvanderklay@svlg.org (previous contact Vince Rocha left)
Commercial Real Estate Development Associate (NAIOP)	Pat Sausedo
Silicon Valley @ Home	Mathew Reed
Santa Clara Resident	Vikas Gupta
Santa Clara Resident	Marie Mayer
Korean-American Chamber of Commerce of Silicon Valley	Ken Kim
Old Quad Resident Association	Adam Thompson
Santa Clara Resident	Howard Myers
Santa Clara Resident	Megan Mujushi
Santa Clara Resident	Shanti Dickson
Santa Clara Resident	Richard Bonito
Historical and Landmarks Commission	Ana Vargas-Smith
Senior Advisory Committee	Nancy Toledo



ORDINANCE NO. 1949

**AN ORDINANCE OF THE CITY OF SANTA CLARA,
CALIFORNIA, ADDING CHAPTER 2.155 ("REGULATION
OF LOBBYING ACTIVITIES") TO TITLE 2
("ADMINISTRATION AND PERSONNEL") OF "THE CODE
OF THE CITY OF SANTA CLARA, CALIFORNIA"**

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the citizens of Santa Clara have a right to know the identity of interests which attempt to influence decisions of City government, as well as the means employed by those interests;

WHEREAS, complete public disclosure of the full range of activities by and financing of lobbyists and those who employ their services is essential to the maintenance of citizen confidence in the integrity of City government;

WHEREAS, it is in the public interest to ensure that lobbyists do not misrepresent facts, their positions or attempt to deceive a City official through false communications; do not place a City official under personal obligation to themselves or their clients; and do not represent that they can control the actions of any City official; and,

WHEREAS, it is in the public interest to adopt this chapter to ensure adequate and effective disclosure of information about efforts to lobby City government.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That Chapter 2.155("Regulation of Lobbying Activities") of Title 2 ("Administration and Personnel") of "The Code of the City of Santa Clara, California" ("SCCC") is added to read as follows:

“CHAPTER 2.155

REGULATION OF LOBBYING ACTIVITIES

Sections:

2.155.010	Interpretation.
2.155.020	Definitions.
2.155.030	Registration.
2.155.040	Annual registration renewal.
2.155.050	Termination of lobbyist status.
2.155.060	Active status.
2.155.070	Registration fees.
2.155.080	Required registration information.
2.155.090	Semi-annual reports.
2.155.100	Records retention.
2.155.110	Lobbyist identification.
2.155.120	Prohibitions.
2.155.130	Gifts.
2.155.140	Enforcement.
2.155.150	Injunction.
2.155.160	Practice restrictions.
2.155.170	Exemptions.

2.155.010 Interpretation.

Unless the term is specifically defined in this chapter or the contrary is stated or clearly appears from the context, the definitions set forth in Government Code Sections 81000 et seq., shall govern the interpretation of this Chapter.

2.155.020 Definitions.

For the purposes of this Chapter, the following definitions shall be applicable:

(a) “Activity expense” means any payment made by a lobbyist to or directly benefiting any City official, City official-elect or member of his or her immediate family. Activity expenses include gifts, honoraria, consulting fees, salaries and any other form of compensation, but do not include campaign contributions.

(b) “Administrative action” means the proposal, drafting, development, consideration, advocacy or recommendation of any rule, regulation, agreement or contract, permit, license or hiring action.

(c) “City official” means any public official, legislative staff member or City employee who participates in the consideration of any legislative or administrative action other than in a purely clerical, secretarial or ministerial capacity. It shall also include any City board or commission member, or City representative to any joint powers authority to which the City is a party, and any consultant to the City.

(d) “Client” means a person who is represented by a lobbyist.

(e) “Compensation” includes, but is not limited to, money of any denomination or origin; goods or services or anything of value, delivered or rendered; or promises to perform or provide services or contractual arrangements or awards.

(f) “Gift” means gift as defined in the California Political Reform Act, Government Code Section 81000 et seq., as amended from time to time.

(g) “Influencing” means the purposeful communication, either directly or through agents, promoting, supporting, modifying, opposing, causing the delay or abandonment of conduct, or otherwise intentionally affecting the behavior of a City official or official-elect, by any means, including, but not limited to, providing or using persuasion, information, incentives, statistics, studies or analyses; excepted from this definition is communication made as a part of a noticed governmental public meeting.

(h) “Legislative action” means the drafting, introduction, consideration, modification, enactment or defeat of any resolution, ordinance, amendment thereto, report, nomination or other action of the Mayor, City Council, Santa Clara Stadium Authority, City of Santa Clara Housing

Authority, any other joint powers authority of which the City is a party, or City board or commission, acting in its official capacity.

(i) "Lobbying" is the influencing or attempting to influence a legislative or administrative action of the City.

(j) "Lobbyist," unless exempt under Subsection 4 hereunder, means:

(1) Contract lobbyist. A person who engages in lobbying on behalf of one (1) or more clients (acting individually or through agents, associates, employees or contractors) and who has received or has entered into an agreement for compensation of one thousand dollars (\$1,000.00) or more, or equivalent non-monetary compensation ("threshold compensation") for engaging in lobbying during any consecutive three (3) month period;

(2) Business or organization lobbyist. Any business or organization, whose owner(s), officer(s) or employee(s) carry out lobbying on its behalf, in an aggregate amount of ten (10) hours or more within any consecutive twelve (12) month period, whether or not such officers or employees are specifically compensated to engage in lobbying; provided that the activities of officers shall be considered lobbying only if those officers receive compensation by the business or organization beyond reimbursement for their reasonable travel, meals or incidental expenses; or,

(3) Expenditure lobbyist. A person who makes payments or incurs expenditures of five thousand dollars (\$5,000.00) or more during any calendar year in connection with carrying out public relations, advertising or similar activities with the intent of soliciting or urging, directly or indirectly, other persons to communicate directly with any City official in order to attempt to influence legislative or administrative action. The five thousand dollars (\$5,000.00) threshold shall not include: (A) Compensation paid to contract lobbyists or employees for lobbying; or (B) Dues

payments, donations, or other economic consideration paid to an organization, regardless of whether the dues payments, donations or other economic consideration are used in whole or in part to lobby.

(k) Exemptions to “lobbyist” include:

(1) Any public official acting in his or her official capacity or acting within the scope of his or her employment or appointment;

(2) The media, when limiting its action to the ordinary course of news gathering or editorial activity, as carried out by members of the press. “Media” shall mean newspapers or any other regularly published periodical, radio or television station or network or information published on the internet;

(3) Persons reimbursed for only their reasonable travel, meals or incidental expenses, including but not limited to, uncompensated members or directors of nonprofit organizations, such as chambers of commerce;

(4) Persons whose communications regarding any legislative or administrative action are limited to appearing or submitting testimony at any public meeting held by the City or any of its agencies, offices, or departments, as long as the communications thereto are public records available for public review. Notwithstanding the foregoing, persons who otherwise qualify as lobbyists must register and disclose their lobbying activities directed toward City officials, in the same manner and to the same extent such registration and disclosure is required of all other lobbyists;

(5) Persons submitting bids or responding to requests for proposals, provided the provision of such information is limited to direct conversation or correspondence with the official or department specifically designated to receive such information;

(6) Persons providing oral or written information pursuant to a subpoena or otherwise compelled by law or regulation, or in response to an official request provided that the request and response thereto are public records available for public review;

(7) Designated representatives of a recognized employee organization whose activities are limited to communicating with city officials or their representatives regarding (i) wages, hours and other terms or conditions of employment, or (ii) the administration, implementation or interpretation of an existing employment agreement;

(8) Persons who are professionally licensed by a state licensing organization pursuant to the California Business & Professions Code, including, but not limited to, attorneys, architects and engineers; provided however, the exemption for attorneys shall only be applicable if the attorney is engaged in the practice of law with respect to the subject of the employment;

(9) Board members or employees of nonprofit 501(c)(3) corporations, unless the non-profit organization is lobbying for a specific project, issue or person for which the organization has received compensation or a contribution to lobby for or against a specific project, issue or person; or,

(10) Members of neighborhood associations.

(l) "Organization" means any person that is not an individual.

(m) "Person" means any individual, domestic or foreign corporation, for-profit or nonprofit entity, firm, association, syndicate, union, chamber of commerce, joint-stock company, partnership of any kind, limited liability company, common-law trust, society, or any other group of persons acting in concert.

2.155.030 Registration.

Lobbyists shall register with the City Clerk within fifteen (15) days after qualifying as a lobbyist under Section 2.155.020. Should a lobbyist have a change to its registration information, including, but not limited to, the legislative or administrative action for the City as to which the lobbyist has been engaged, after the annual registration period, such lobbyist shall file an amended registration with the City Clerk within fifteen (15) days of such change with the changed information.

2.155.040 Annual registration renewal.

A lobbyist shall renew his or her registration by January 15 of each year unless he or she has terminated their status as a lobbyist pursuant to Section 2.155.050, by such date.

2.155.050 Termination of lobbyist status.

After initial registration, annual registration renewal will not be required if a declaration attesting to the termination of lobbying services within the City has been filed with the City Clerk no later than January 15.

2.155.060 Active status.

All registrations, renewals and terminations will be deemed filed on the date received by the City Clerk. A lobbyist shall be deemed active for the duration of the year of registration ending December 31, unless a declaration attesting to termination of lobbying services within the City is filed.

2.155.070 Registration fees.

Persons subject to the registration requirements of this ordinance shall pay an annual fee set by resolution of the City Council. Persons registering for the first time after June 30 of a given year shall pay a reduced registration fee set by resolution of the City Council.

(a) The applicable registration fee is due at the time of registration or registration renewal. Payment will be deemed delinquent thereafter. Delinquency fees may be assessed as specified in subsection (c) below, if payment occurs after the due date.

(b) In addition to the annual fee, each registrant shall pay a fee set by resolution of the City Council per client for whom lobbying is undertaken for compensation in excess of five hundred dollars (\$500.00). The fees for clients as of the date of initial registration shall be submitted with the registration. The fees for subsequent clients shall be due and submitted within fifteen (15) days of such change with the changed information pursuant to Section 2.155.030.

(c) A fine of twenty-five dollars (\$25.00) per day for delinquent fees, up to a maximum of five hundred dollars (\$500.00), will be assessed until in compliance with the registration provisions herein.

2.155.080 Required registration information.

The initial registration shall contain the name, business address, telephone, email addresses and, if applicable, business license of all persons required to register pursuant to this Chapter, including the names of all owners of sole proprietorships and partnerships of fewer than ten (10) persons. If the registrant is a corporation, it shall also include the names of the president, secretary, chief financial officer, and agent for service of process, if any. Any business or organization registering under this act shall also briefly describe the nature of its business or organization and contact individual. In addition to this information, the report shall contain the following:

(a) Contract lobbyists. The name, business address, telephone number of each client, the nature of each client's business and the item(s) of legislative or administrative action the lobbyist is seeking to influence on behalf of the client; and the name of each person employed or retained by the lobbyist to lobby on behalf of each client.

(b) Business or organization lobbyists. The names of owners, officers or employees conducting lobbying activities and the item(s) of legislative or administrative action the lobbyist is seeking to influence.

(c) Expenditure lobbyists. The item(s) of municipal legislative or administrative action the lobbyist is seeking to influence.

(d) Payment received by the reporting lobbyist for services as a consultant or in any other capacity for services rendered to a City agency, any City official or any City official-elect or their controlled committees, any officeholder committee, or ballot measure committee. The dates of payment and name of each payer shall be included.

(e) The name, address, title and telephone number of the person responsible for preparing the report, together with that individual's signature attesting to the authority of the signatory and the accuracy and truthfulness of the information submitted.

2.155.090 Semi-annual reports.

Semi-annual reports for the prior six (6) month period are to be filed with the City Clerk on or before July 15 and January 15 of each year, whether or not any lobbying activities have occurred during such period. Electronic reporting may also be permitted by the City Clerk. Each semi-annual report shall contain the same information as required to be disclosed in the initial registration, for those activities occurring in that period. If a lobbyist has terminated all lobbying activities during such period, the lobbyist may file a declaration of termination with the semi-annual report. The final semi-annual report shall include disclosure of any lobbying activities during the period of termination.

2.155.100 Records retention.

All information, reports and statements required to be filed under the provisions of this chapter shall be compiled and preserved by the City pursuant to the City's records retention schedule and shall be open to public inspection. Copies of the records pertaining to the above-required reports shall be preserved by the lobbyist for inspection and audit for a period of four (4) years from date of production.

2.155.110 Lobbyist identification.

When appearing in a lobbying capacity at any meeting with a city official or at a public meeting of the City Council or any other city board, commission or hearing, a contract lobbyist shall identify himself/herself and the client(s) on whose behalf he/she is appearing, and a business or organization lobbyist shall identify himself/herself and the business or organization he/she represents.

2.155.120 Prohibitions.

It shall be unlawful for any lobbyist to commit any of the following acts:

(a) Unregistered Lobbying. Acting as a lobbyist in the City without having registered in compliance with this chapter, or knowingly to employ a person or entity to serve as a lobbyist when such person is not registered pursuant to this chapter.

(b) Unauthorized Communications. Sending or causing any communication to be sent to any City official in the name of any nonexistent person or in the name of an existing person without the express or implied consent of such person.

(c) Indirect Violations. Attempting to evade the requirements of this chapter through indirect efforts or through the use of agents, associates, intermediaries or employees.

(d) Creation of Obligations. Performing or sponsoring any act with the purpose and intent of placing any City official under personal obligation to the lobbyist.

(e) Contingent Compensation. Compensation for lobbying activity when the compensation is directly dependent on the result of legislative or administrative action(s) that are the subject of the lobbying activity.

2.155.130 Gifts.

It shall be unlawful for any lobbyist to deliver or cause to be delivered any gift to any City official, and for any City official to accept any gift from a lobbyist.

2.155.140 Enforcement.

Persons or entities that knowingly violate this chapter may be subject to penalties as set forth in SCCC 1.05.070.

2.155.150 Injunction.

The City Attorney may seek injunctive relief in the courts to enjoin violations of or to compel compliance with the provisions of this chapter.

2.155.160 Practice restrictions.

No person convicted of a violation of this chapter may act as a lobbyist or otherwise attempt to influence municipal legislation for compensation for one (1) year after such conviction.

2.155.170 Exemptions.

Any person who in good faith and on reasonable grounds believes that he or she is not required to comply with the provisions of SCCC 2.155.030 by reason of his or her being exempt under SCCC 2.155.020(k) shall not be deemed to have violated the provisions of SCCC 2.155.030 if, within fifteen (15) days after notice from the City, he or she either complies or furnishes satisfactory evidence to the City that he or she is exempt from registration.”

SECTION 2: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 3: Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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SECTION 4: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 15th day of December 2015, by the following vote:

AYES:	COUNCILORS:	Caserta, Davis, Gillmor, Kolstad, Marsalli and O'Neill and Mayor Matthews
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:



ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

FINALLY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA this 12th day of January 2016, by the following vote:

AYES:	COUNCILORS:	Caserta, Davis, Gillmor, Kolstad, Marsalli and O'Neill and Mayor Matthews
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:



ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

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City of Santa Clara
Registered Lobbyists as of 2/6/2023

LAST NAME	FIRST NAME	ORGANIZATION	TYPE OF LOBBYIST
Acton	Alex	Forty Niners Football Company LLC	Business/Organization
Adarkar	Prabir	DoorDash, Inc	Business/Organization
Albertson	Dustin	Forty Niners Football Company LLC	Business/Organization
Alvarez	Matthew	Housing Action Coalition	Business/Organization
Barry	Jude	Catapult Strategies Inc	Contract
Berg	Jessica	Housing Action Coalition	Business/Organization
Bini	David	Santa Clara and San Benito Counties Building and Construction Trades Council	Business/Organization
Bitbadal	Edesa	Elevate Now Consulting, LLC	Contract
Breeze	Elaine	SummerHill Apartment Communities	Business/Organization
Cacciotti	Jon	HMH Engineering	Business/Organization
Cantore	Vince	Core Affordable Housing, LLC	Business/Organization
Caple	Ellie	Forty Niners Football Company LLC	Business/Organization
Carillo	Pete	Silcion Valley Advisors	Contract
Chandhok	Rahul	Forty Niners Football Company LLC	Business/Organization
Cohen	Jean	South Bay Labor Council	Business/Organization
Cronan	Megan	HMH Engineering	Business/Organization
Cunneen	Jim	California Strategies and Advocates	Contract
Davis	Evette	BergDavis Public Affairs	Expenditure
Ebrahimi	Kevin	SummerHill Homes LLC	Business/Organization
Eimer	Stephen F.	Related Santa Clara, LLC	Business/Organization
Fong	Jeff	Forty Niners Football Company LLC	Business/Organization
Frattin	Daniel	Housing Action Coalition	Business/Organization
Gaines	Dashiell	Hunter Storm, LLC	Business/Organization
Giorgetti	Tracy	HMH Engineering	Business/Organization
Gordon	Hannah	Forty Niners Football Company LLC	Business/Organization
Guardino	Leslie	Canyon Snow Consulting, LLC	Contract
Guerra	Alicia	Buchalter	Contract
Guido	Al	Forty Niners Football Company LLC	Business/Organization
Han	Baoshan	Kylli Inc	Business/Organization
Hashimoto	Ray	HMH Engineering	Business/Organization
Himmel	Kenneth A.	Related Santa Clara, LLC	Business/Organization
Hughes	Allie	Canyon Snow Consulting, LLC	Contract
Hunter, Jr.	Derek K	Hunter Storm, LLC	Business/Organization
James	Cynthia	Noble James, LLC	Contract
Jimenez	Gabriela	BergDavis Public Affairs	Expenditure
Jimenez	Zef	HMH Engineering	Business/Organization
Johnson	Jennifer	Canyon Snow Consulting, LLC	Contract
Kaune	Jason D.	Pacific Gas and Electric Company	Business/Organization
Lama	Erin	DoorDash, Inc	Business/Organization
Larson	Matt	Canyon Snow Consulting, LLC	Contract
MacNell	Larry	Forty Niners Football Company LLC	Business/Organization
Matthews	Emily	Forty Niners Football Company LLC	Business/Organization
Mezzetti	Robert L.	Mezzetti Law Firm, Inc.	Contract
Meyersick	Andrew	California Strategies and Advocates	Contract
Miller	Russell H.	Forty Niners Football Company LLC	Business/Organization
Moore	Kevin	Kevin Moore	Contract
Payne	Christopher	DoorDash, Inc	Business/Organization
Pirayou	Ash	Rutan & Tucker	Contract
Poppe	Patricia	Pacific Gas and Electric Company	Business/Organization
Rodriguez	Leslie	California Strategies and Advocates	Contract
Ross	Stephen M.	Related Santa Clara, LLC	Business/Organization
Rupert	Joshua	Hunter Storm, LLC	Business/Organization
Sapirman	Ali	Housing Action Coalition	Business/Organization

[illegible]

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Facsimile: 415.398.2438

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Attorneys for Defendant CITY OF SANTA CLARA

NO FEE DUE– GOVERNMENT CODE § 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

REPUBLIC METROPOLITAN, a Delaware
LLC,

Plaintiff,

vs.

CITY OF SANTA CLARA, a municipal
corporation; and DOES 1 through 10, inclusive,

Defendant.

Case No: 22CV393667

Assigned for all purposes to:
Hon. Drew Takaichi

**DECLARATION OF BRENDAN F.
MACAULAY IN SUPPORT OF
DEMURRER OF CITY OF SANTA
CLARA TO PLAINTIFF REPUBLIC
METROPOLITAN'S COMPLAINT AND
MOTION TO STRIKE PORTIONS OF
PLAINTIFF'S COMPLAINT**

Date:
Time: 9:00 a.m.
Dept.: 2

Date Action Filed: January 24, 2022
Trial Date: None

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1. I am an attorney duly admitted to practice before this Court. I am a partner at Nossaman LLP, attorneys of record for Defendant City of Santa Clara (“City”). I have personal knowledge of the facts contained in this Declaration and if called upon to do so, I could and would competently testify thereto. I submit this declaration in accordance with Code of Civil Procedure section 435.5 and 430.31, subdivision (a), to establish that the parties met and conferred prior to the City’s filing of its Demurrer to Plaintiff Republic Metropolitan’s (“Plaintiff”) Complaint (“Complaint”) and Motion to Strike Portions of Plaintiff’s Complaint.

3. On February 22, 2022, Mr. Cotchett sent me a letter rejecting the points raised in my February 15, 2022 letter and declining to make any changes to the Complaint. Attached hereto as **Exhibit B** is a true and correct copy of the February 22, 2022 letter.

5. On February 24, 2022, Plaintiff provided the City with an extension to respond to Plaintiff's Complaint, making the new deadline to file a response (the demurrer and motion to strike) March 4, 2022.

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///

1 I declare under penalty of perjury under the laws of the state of California that the
2 foregoing is true and correct.

3 Executed this 4th day of March, 2022 in San Francisco, California.

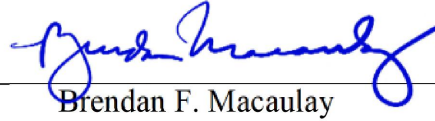
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6 Brendan F. Macaulay
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EXHIBIT A



ATTORNEYS AT LAW

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Refer To File # 300201-0007

VIA EMAIL

February 15, 2022

Joseph W. Cotchett
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Ann M. Ravel
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Re: *Republic Metropolitan v. City of Santa Clara, et al.*
Santa Clara Superior Court Case No. 22CV393667

Dear Counsel:

Nossaman LLP has been retained to represent the City of Santa Clara with respect to the above-referenced case. The purpose of this letter is to meet and confer with you about various deficiencies in the complaint, in advance of a potential demurrer and motion to strike.

Deficiencies In Causes Of Action

1. First Cause of Action for Alleged Violation of the Housing Accountability Act.

Plaintiff's sole remedy under the Act is to seek a writ of mandamus under Code of Civil Procedure § 1094.5. Government Code § 65589.5(m) ("Any action brought to enforce the provisions of this section shall be brought pursuant to Section 1094.5 of the Code of Civil Procedure ..."). The Complaint does not seek such a remedy. Moreover, Plaintiff failed to verify the Complaint, as is also required. Further, Plaintiff fails to identify the grounds upon which the mandamus is based, as required by Code of Civil Procedure 1094.5(b).

Second, the HAA claim is untimely under Government Code § 65589.5(m), given that the acts complained of occurred in 2020 at the latest, and potentially as early as 2019.

Finally, Plaintiff does not allege the predicate act to a HAA claim. Among other things, the City did not "disapprove the housing development project" as that term is defined by the HAA. Government Code § 65589.5(h)(6).

2. Second Cause of Action for Negligent Misrepresentation.

First, this claim fails because the City is immune from negligent misrepresentation claims under Govt. Code § 818.8, which provides, “A public entity is not liable for an injury caused by misrepresentation by an employee of the public entity, whether or not such misrepresentation be negligent or intentional.”

Second, even if the City were not immune from this type of claim, the claimed misrepresentations at issue are not actionable against any defendant. Here, there are two “misrepresentations” that were allegedly made:

- Plaintiff claims the City made a “misrepresentation by omission” by failing to tell Plaintiff something, namely, that SLA might be an impediment to development. ¶ 158(d). Plaintiff elsewhere alleges that the City’s entering into the ENA is an implied representation that the property was developable. ¶105 (by entering into the ENA, the City “sent a message to REMET that the SLA would not prevent the project from going forward”). However, implied misrepresentations are not actionable. *Randi W. v. Muroc Joint Unified Sch. Dist.*, 14 Cal. 4th 1066, 1083 (1997) (“The tort of negligent misrepresentation requires a ‘positive assertion’ and does not apply to implied misrepresentations.”).

- Plaintiff’s other claimed misrepresentations are likewise not actionable and cannot be relied upon. The other alleged misrepresentations were legal statements about the developability of the property. However, those dealing with a public agency are presumed to know the law with respect to any agency’s authority to contract. *Amelco Electric v. City of Thousand Oaks*, 27 Cal. 4th 228, 242 (2002) (“One who makes a contract with a municipal corporation is bound to take notice of limitations on its power to contract and also of the power of the particular officer or agency to make the contract.”); *G.L. Mezzetta, Inc. v. City of American Canyon*, 78 Cal.App.4th 1087, 1093–1094 (2000). Assuming these statements were actually made, these are legal opinions that cannot be reasonably relied upon by Plaintiff. Plaintiff was represented by competent counsel and it cannot sue an opposing party for what is essentially a claim of legal malpractice.

Finally, even if Plaintiff could sue for negligent misrepresentation, such a claim is not properly pled. Negligent misrepresentation is a species of fraud that must be pled with specificity. *Small v. Fritz Companies, Inc.*, 30 Cal. 4th 167, 184 (2003) (claims for negligent misrepresentation must adhere to the same heightened pleading standards as claims for fraud). “Averments of fraud must be accompanied by ‘the who, what, when, where, and how’ of the misconduct charged.” *Vess v. Ciba-Geigy Corp. USA*, 317 F.3d 1097, 1106 (9th Cir. 2003). Plaintiff fails to plead any specifics about the claimed misrepresentations. ¶ 158(a)-(c).

3. Third Cause of Action for Specific Performance – Entry of Disposition and Development Agreement.

As an initial matter, any claim for breach of contract must allege the terms of the contract in *haec verba* or attach the contract that was supposedly breached. Plaintiff sues under an ENA that it claims was amended for the 3rd time. ¶ 168. But Plaintiff does not attach any such amendment or describe the terms of the third amendment. Nor does Plaintiff allege the terms of the DDA that it requests that the Court compel.

Secondly, the Court cannot order specific performance of an expired contract. The ENA expired of its own accord according to the Complaint. Plaintiff alleges the parties signed an ENA on February 6, 2018 and amended it twice – on February 8, 2019 and November 12, 2019. ¶¶ 166, 173. Plaintiff further alleges that, per the November 12, 2019 amendment, ENA was to expire on August 5, 2020. Plaintiff alleges that the City (but not VTA) agreed to extend the ENA for the third time if: (a) Plaintiff provided a second well; (b) Plaintiff would indemnify City from any SLA liability; and (c) a final term sheet was accomplished by November 2020.

Plaintiff does not allege that it never accepted these three conditions to the third amendment to the ENA that might have extended its effect beyond August 2020. Instead, Plaintiff alleges that it orally accepted the SLA indemnity provision on July 6, 2021. Complaint, Exhibit L, last page, ¶ 132, (“Ms. Macy first clarified that there existed a change to the prior posture in that REMET would now provide the indemnity for any activity pursuant to the Surplus Land Act, ‘as requested by the City Attorney.’”). Plaintiff does not allege that the Plaintiff ever agreed to the second well site, and concedes that its belated, partial change of heart occurred long after the November 2020 deadline that was one of the City’s conditions for amending the ENA for a third time. Nor does Plaintiff allege that the VTA ever agreed to an extension under any terms agreed to by Plaintiff. Thus, according to Plaintiff’s allegations, the ENA expired on August 5, 2020.

Finally, the Court cannot order parties to sign a definitive agreement. *Copeland v. Baskin Robbins*, 96 Cal. App. 4th 1251 (2002) (“The law provides no remedy for breach of an agreement to agree because the court may not imply what the parties will agree upon.”). Plaintiff is not seeking specific performance of the (expired) ENA, but instead requests a pointless order that two of the three parties execute a definitive agreement (a potential agreement that might result from bargaining during an ENA). Plaintiff is requesting relief that is expressly contrary to the terms of the ENA itself. Paragraphs 2 and 21 of the ENA provides that the City not obligated to enter into a DDA, and that any DDA is effective only if approved by the City and the VTA. Here, the VTA is not a party to this action, is not alleged to have done anything wrong, and could not be compelled to sign a DDA even if the City and Plaintiff agreed to terms. Moreover, the ENA limits Plaintiff’s remedies to the return of certain deposits, and precludes the relief requested. ENA ¶ 25, Exhibit B to Complaint.

4. Fourth Cause of Action for Breach of Contract (Damages).

This cause of action seeks money damages for breach of the (expired) ENA based on six claimed breaches identified in ¶ 175(a) – (f). Each is addressed below in turn:

(a) Plaintiff generally alleges that the City breached the ENA by failing to negotiate in good faith. Plaintiff does not identify what specifically the City did that would constitute such a breach. Even if claim were adequately alleged and eventually proven, Plaintiff cannot recover the damages claimed. Plaintiff seeks unspecified “economic damages” in an amount proven at trial. It is unclear if Plaintiff seeks the \$3.5 million incurred in alleged reliance on misrepresentations or unspecified lost profits¹ from the contemplated project. Neither measure of damages is recoverable here because the parties expressly outlined what relief was available for breach, and waived any other remedy. Paragraph 25 of the ENA provides:

¹ In addition to being too speculative to recover, it is well settled that lost profits are legally unavailable for breach of an ENA. *Copeland v. Baskin Robbins*, 96 Cal. App. 4th 1251 (2002).

(a) Default. Failure by a party to negotiate in good faith as provided in this Agreement shall constitute an event of default hereunder. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by either of the Owners, the Developer's sole remedy shall be to terminate this Agreement, upon which termination the Developer shall be entitled to the return of the unexpended portion of the Negotiation Deposits and any interest earned thereon, provided, however, if the uncured default is the result of the City's or VTA's gross negligence or willful misconduct, the Developer's remedies shall include return of the original amount of the Negotiation Deposits. Following such termination and the return of the appropriate amount of the Negotiation Deposits and any interest earned thereon, no party shall have any further right, remedy, or obligation under this Agreement; provided, however, that the Developer's indemnification obligation pursuant to Section 24 shall survive such termination.

...

Except as expressly provided above, no party shall have any liability to the other for damages or otherwise for any default, nor shall a party have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims it might otherwise have at law or in equity.

Thus, Plaintiff's sole remedy under the ENA for any "uncured default by either of the Owners" is a refund of the unexpended portion of the \$50,000 in deposits.² However, there are no allegations that:

- Plaintiff provided a written notice of default;
- The City failed to cure an alleged default;
- Plaintiff terminated the ENA; or
- Plaintiff was entitled to any funds from \$50,000 (e.g., there were any unexpended funds available to refund).

Plaintiff instead alleges that the City never "manifested any intention" of providing an accounting or returning any portion of the deposits. Of course, the Court may ignore this allegation because it flatly contradicts the City's November 12, 2020 letter (Exhibit H to the Complaint) offering to refund any unexpended deposits. In any event, because the City had no obligation to refund anything, any claimed failure in that regard cannot constitute a breach. And again, there are no allegations that Plaintiff notified the City of any default in this regard or terminated the ENA.

² The ENA permits the City to use the deposits for project-related expenses. The City must only refund unused portions if the City had breached the ENA. A full refund of the entire deposits could be required only if the City engaged in "gross negligence or willful misconduct," which is not alleged. Paragraph 25 also bars all of Plaintiff's non-contract claims.

(b), (c), (d) and (f). Four of the six claimed breaches of the ENA all pertain to purely *internal* communications between the City staff/attorneys and the City Council. ¶¶175 (b) – (f) (pp. 66-67). For example, Plaintiff alleges that attorneys/staff “advised the City Council inaccurately and fraudulently.” ¶¶ 175 (b), (c) and (f). These internal communications are not actionable. Not surprisingly, Plaintiff does not cite any specific duties as support for these allegations of breach, other than a general duty to negotiate in good faith during the term of the agreement in ¶ 1 of the ENA. Of course, these internal communications were not negotiations with Plaintiff.

(e) Plaintiff’s final claimed breach is that the City failed to extend the ENA. ¶ 175(e). Plaintiff does not cite any contractual duty to extend the ENA, and none exists. By that flawed logic, contracts could never expire. To the contrary, any extensions of the ENA are within the City’s discretion under ¶ 2 of the ENA – without any good faith or other restrictions on the exercise of that discretion.

In short, even if Plaintiff could allege a claim for breach of contract (which it has not), its remedies are drastically limited by contract.

5. Fifth Cause of Action for Breach of The Implied Covenant of Good Faith and Fair Dealing.

Plaintiff’s breach of the implied covenant claim is virtually identical to the claim for breach of contract. It alleges the identical six acts that supposedly established a breach of contract. Compare ¶ 175 (a)–(f) to ¶ 181(a)–(f). The only difference in those allegations is that Plaintiff removed the citations to the contract in the cause of action for breach of the implied covenant (although such citations are still incorporated by reference per ¶178). Plaintiff cannot sue for breach of implied covenant for any obligations found in the contract, as Plaintiff alleges they are. *Careau & Co. v. Security Pacific Business Credit Inc.*, 222 Cal.App.3d 1371, 1395 (1990) Otherwise, this would create tort liability for breach of contractual obligations. And, of course, the ENA precludes any non-contract claims.

6. Quantum Meruit / Unjust Enrichment / Restitution.

Plaintiff cannot sue the City for *quantum meruit* or any common count. *Amelco Electric v. City of Thousand Oaks*, 27 Cal.4th 228 (2002); *Lundeen Coatings v Dept. of Water and Power*, 232 Cal.App.3d 816 (1991). In *Sheppard v. North Orange County Regional Occupational Program*, 191 Cal.App.4th 289 (2010), the trial court properly sustained the demurrer to the *quantum meruit* claim because such a claim cannot be asserted against a public entity. Government Code section 815 states: “Except as otherwise provided by statute: [¶] (a) A public entity is not liable for an injury, whether such injury arises out of an act or omission of the public entity or a public employee or any other person.” The Legislative Committee Comment to section 815 states: “This section abolishes all common law or judicially declared forms of liability for public entities, except for such liability as may be required by the state or federal constitution....” (Legis. Com. com., 32 West’s Ann. Gov.Code (1995) foll. § 815, p. 167). See also, *Katsura v. City of San Buenaventura*, 155 Cal.App. 4th 104, 109-110 (2007) (“It is settled that “a private party cannot sue a public entity on an implied-in-law or quasi-contract theory, because such a theory is based on quantum meruit or restitution considerations which are outweighed by the need to protect and limit a public entity’s contractual obligations.”)

Labeling this *quantum meruit* claim as “unjust enrichment” or “restitution” does not help Plaintiff because neither is an actual cause of action. California courts have repeatedly held that “there is no cause of action in California for unjust enrichment.” *Everett v. Mountains Recreation and Conservancy Authority*, 239 Cal.App.4th 541, 553 (2015); *Melchior v. New Line Prods., Inc.*, 106 Cal.App.4th 779, 794 (2003) (affirming trial court’s dismissal of “unjust enrichment” claim on the ground that California law does not recognize such a cause of action). Restitution is likewise a remedy and not a cause of action on its own. (See *Munoz v. MacMillan*, 195 Cal. App. 4th 648, 661 (2011) (“There is no freestanding cause of action for ‘restitution’ in California.”); *McBride v. Boughton*, 123 Cal.App.4th 379, 387 (2004) (restitution is a remedy, not a cause of action); *Dean Witter Reynolds, Inc. v. Superior Court*, 211 Cal.App.3d 758, 774 (1989)(restitution is a form of equitable relief.)

Allegations of the Complaint that Should Be Stricken.

In addition to the deficiencies outlined in the Complaint above, the Complaint contains pages upon pages of inappropriate and irrelevant allegations that have no place in a pleading. As you know, the court may strike any “irrelevant, false or improper matter inserted in any pleading.” Code of Civil Procedure § 436. Regardless of the outcome of any demurrer, the following portions of the Complaint must be removed:

1. Inflammatory/Irrelevant Allegations Re Brian Doyle and Others.

The Complaint contains multiple allegations relating to Brian Doyle that have no place whatsoever in the Complaint, including his salary, his photo, the circumstances of his separation from the City, and other alleged conduct that is wholly unrelated to Plaintiff’s claims. The Complaint does not even pretend to tie these extraneous allegations to any of Plaintiff’s claims, such as any conceivable relevance of Mr. Doyle’s salary to this case. Instead, these allegations appear to be acts of retaliation and vengeance that Plaintiff intended to cloak with the litigation privilege of Civil Code § 47(b). Worse, Plaintiff’s allegations appear to be intended to send a message to other staff, members of the City Council or anyone else that, if they dare to oppose REMET’s project, they can expect to be harassed in future pleadings. For these reasons, the following allegations must be removed:

- 14:12-21 (¶ 32 (Partial: photo & caption))
- 14:25-28 (“... and has now been terminated due to his many acts... a salary of \$390,000 per year.”)
- 23:14-28 (Entirety of Heading 3, ¶ 55 & nn. 5-6)
- 24:1-28 (Entirety of ¶¶ 56-57 & nn.7-8)
- 24:22-25:6 (Entirety of Heading 4 and ¶58)
- 25:7-25 (photos & captions)
- 25:26-26:13 (Entirety of ¶¶ 59-60)
- 26:23-28 (Entirety of footnotes 9-11)
- 33:5-19 (Entirety of ¶ 70)

2. Irrelevant and Improper Diatribes About Affordable Housing.

Plaintiff's Complaint contains 191 paragraphs spanning 73 pages. Numerous pages are filled with extraneous diatribes/editorialization about affordable housing generally, including citations to irrelevant newspaper articles and purported quotations from Gavin Newsom. These allegations are a transparent attempt by Plaintiff to cloak itself in the mantle of a socially popular endeavor – affordable housing – when in reality this housing project was a for-profit endeavor designed to provide student housing across the street from Santa Clara University. See, e.g. Exhibit A to Complaint (“I am pleased to submit this proposal ... for the development of a purpose-built student housing project.”). Ironically, one reason the ENA expired was Plaintiff's refusal to indemnify the City against the potential SLA liability if the property was not first offered to affordable housing developers.

But even if Plaintiff's project were actually about affordable housing, the allegations do not belong in the Complaint. The following allegations should be stricken for that reason:

- 4:1-16 (Entirety)
- 4:18-21 (Portion of ¶ 1 - “Confronted with ... unjustifiably thwarted.”)
- 4:24-5:13 (Entirety of ¶¶2-3)
- 8:25-9:5 (Entirety of Heading B and ¶ 12)
- 9:19-23 (Portion of ¶ 14)
- 9:25-27 (Portion of ¶ 15 - The CITY, however, has ... market-rate housing.”)
- 16:4-17:24 (Entirety of Heading A.1 and ¶¶ 38-42)
- 17:25-18:1 (¶ 43 “The need to address environmental concerns ... expansion of transit networks.”)
- 19:1-28 & nn.1-2 (Entirety of ¶¶ 44-45 and footnotes 1-2)
- 20:1-4 (Entirety of Heading 2 and ¶ 46)
- 21:8-23:13 (Entirety of ¶¶ 49-54 and footnotes 3-4)

3. Irrelevant Allegations About the Brown Act.

Plaintiff has no claim for an alleged violation of the Brown Act. Thus, there is no relevance for entire paragraphs and other allegations on this topic, let alone legal conclusions and pontification about the Act generally. The following allegations should be removed:

- 47:23-48:3 (Entirety of ¶ 115)
- 51:1-7 (Entirety of Heading 5 and ¶ 123)

4. Irrelevant and Improper Claims of Damages.

As indicated above, even if Plaintiff were to establish an uncured default of the ENA by the City, Plaintiff's potential recovery is limited to a refund of the unused portion of the \$50,000 in deposits. Notwithstanding this limitation, the Complaint repeatedly alleges and prays for damages far beyond that – variously described as \$3.5 million in reliance damages, and \$5

million in economic benefits conferred or unjustly retained. These allegations are legally irrelevant, improper and should be removed:

- 65:1-3 (Entirety of ¶ 163)
- 72:25-26 (Portion of ¶188 - "and thereby improved ...to be determined at trial.")
- 73:27-74:1 (Entirety of ¶ 189)
- 73:4-6 (Entirety of ¶ 190)
- 73:7-8 (Entirety of ¶ 191)

Conclusion.

By close of business on February 16, please provide me with your availability for a video or telephonic session on or before February 21 to meet and confer regarding the foregoing. Because we have laboriously outlined our position above, please be ready to state how the Complaint will be amended in light of the foregoing. We look forward to speaking with you.

Very truly yours,



Brendan F. Macaulay
Nossaman LLP

BFM:al

EXHIBIT B

LOS ANGELES

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NEW YORK

Twenty-Second Day of
February 2022

Brendan F. Macaulay
Nossaman LLP
50 California Street, 34th Floor
San Francisco, CA 94111

**Re: Republic Metropolitan v. City of Santa Clara, et al.,
Santa Clara Superior Court, Case No. 22CV393667**

Dear Mr. Macaulay:

This letter responds to your letter of February 15, 2022 regarding the City's anticipated demurrer and motion to strike in the above-captioned action. Per our email exchange, we will also be speaking with you on Wednesday, February 23 at 4:00 p.m.

The substance of your letter is interwoven with a host of fact disputes that render ReMet's claims sufficiently pled, and not susceptible to demurrer. The complaint also lays out in detail the specific acts and omissions giving rise to ReMet's claims, at least to the extent those acts were not willfully concealed by the City's employees and agents. We therefore decline to amend the allegations, but remain willing to meet and confer further on this issue when we speak. As for the City's specific points challenging ReMet's claims, we can offer the following.

1. First Cause of Action – Housing Accountability Act

Regarding the Housing Accountability Act, we note that the letter does not cite any authority adopting the view that a party aggrieved by an agency's violations of HAA are not redressable in civil litigation. The affordable housing community backs this effort, and we believe that the State government feels the same way. The claim is unquestionably timely, as the City withheld all information regarding its decision to terminate the project until November 12, 2020, and ReMet, after having its attempts at dialogue twice suppressed, followed the designated procedures for filing a claim against the City within the allowed time period. As for the notion that the City did not "disapprove the housing development project," that same letter says otherwise. And if

the City's position is that ReMet is constrained to challenge the specific act or decision disapproving the project via a writ of mandamus, our view is that the City excused that obligation when it rendered the decision in secret in violation of the Brown Act.

2. Second Cause of Action – Negligent Misrepresentation

The letter cites little authority regarding the second cause of action for negligent misrepresentation. The City is presumed to know the law, and the gravamen of ReMet's claim is that the City misrepresented the law. The claim is one for negligent misrepresentation, not the equally available theory of fraudulent misrepresentation, and regardless of whether specificity is required, ReMet's complaint offers enough specificity to meet the heightened standard.

3. Third through Fifth Causes of Action – Contract Claims

It is always permissible to plead in the alternative. Under ReMet's theory, the signed agreements and course of performance do in fact give rise to contractual obligations, albeit obligations the City ultimately repudiated, thereby leaving ReMet in the lurch and out millions. A party to a contract cannot deliberately sabotage performance and frustrate the purpose of the deal during the contract term, wait until the original written instrument is in some formal sense "expired," and then disclaim all responsibility to perform on that basis.

4. Sixth Cause of Action – Quantum Meruit

As for the letter's approach to the sixth cause of action, we believe it overstates the breadth and rigidity of the rules it draws from these cases, and we moreover note that they appear to address fact scenarios readily distinguishable from the fact pattern here. We also do not find illuminating the City's general invocation of sovereign immunity, especially given that ReMet scrupulously followed the framework for claims against public entities laid out in Government Code § 900 *et seq.*

5. Factual Representations to Be Stricken

The City also asks that ReMet reconsider certain of the factual material included within the complaint to support its allegations. These will remain as originally submitted. We find it curious that the City would claim an interest in shielding from public scrutiny the actions of its former city attorney, whom the City Council summarily dismissed several months ago following a firestorm of criticisms related to his job performance. The former city attorney's actions and legal advice are directly relevant to ReMet's claims. ReMet's allegations recount the publicly relevant, public-facing acts of public officials who took certain official public action in their official public capacities while earning

salaries paid in public taxpayer dollars. This is important subject matter to include in a public lawsuit. And in a state that fully embraces the view that sunshine is the best disinfectant, a contrary rule barring disclosure of these facts would be wrong. As you know, there has been some very serious press regarding the conduct and operations of the City Council. I enclose but one recent example of what employees of the City have told the press, and numerous people concerned, about its operations. Apart from the censuring of certain Council members—recently—Chris Jackson, a representative of City employees, told the Council last week that a survey had found City staff “frustrated and disheartened” by the council’s inability to follow its code of ethics, and added:

This ongoing animosity, inappropriate, offensive and sometimes flat out inaccurate information from council during public meetings is not only embarrassing, but against the city’s harassment, bullying and ethics and values policies. . . . Slowly the code of ethics and values has eroded as council members gradually push the boundaries of unacceptable behavior on the dais and in their public roles as city officials.

The other portions of the complaint flagged by the City will also remain. There is no rule that calls for the striking of allegations in a lawsuit solely because the defendant chooses to characterize them as “diatribes.” The affordable housing community stands firmly with ReMet, as will be made plain in future filings. That the City violated the Brown Act in terminating the project is incontrovertibly relevant to the overall legality, and fairness, of its actions, regardless of whether ReMet has chosen to bring a standalone claim under that statute. The litigation will also afford the parties ample opportunity to prove up the amount of damages at issue.

We look forward to speaking about these matters on Wednesday.

Stay well,

JOSEPH W. COTCHETT

Encl.

Cc: Ann Ravel
James G. Dallal
Tamarah P. Prevost
Kathleen D’Elia

Council drama spurring staff resignations

In exit interviews, employees are citing officials' behavior as one of the reasons they are leaving

By Grace Hase
ghase@bayareanewsgroup.com

The "Great Resignation" has hit Santa Clara, with many city employees leaving in large part because they've had enough of the City Council's behavior.

At least that's among the top three reasons given during their exit interviews, according to City

Manager Deanna Santana, who relayed the sobering news to the Santa Clara City Council earlier this month.

Beyond council dynamics, employees cited the workload and a lack of work-life balance as other motives to abandon ship.

And hiring to replace departed employees hasn't been any easier. Before the pandemic, the city had

an 11 to 14% vacancy rate. Now, it's 17%.

"We have some known workplace conditions that add to retention, but it's those same known workplace conditions that add to our challenges to make it harder for us to recruit, as well," Santana said at the Feb. 8 meeting.

The city has especially struggled to hire someone to help fulfill California Public Records Act requests. The first person quit after just five days on the job, citing a hefty workload that eclipsed the

one they had while working for the city of San Jose. A second person handed in their resignation after watching a single council meeting, and a third, who was offered the job, also withdrew their candidacy after watching a council meeting.

"We just took it off for now because it had been up for so long," Santana said of the job listing. "It became embarrassing for the organization to have such an open unfilled position given the history and the likelihood of public sector

employees knowing the history of that position."

Over the last year, the council has struggled with unusually long meetings that often descend into accusations of filibustering and collusion with the 49ers, smirking at other council members' remarks and shouting over one another on Zoom.

In April 2021, the council censured Councilmember Kathy Watanabe and admonished Mayor Lisa Gillmor when Watanabe re-

RESIGNATION » PAGE 2

Resignation

FROM PAGE 1

refused to let Councilmember Kevin Park — the council's only Korean American — speak at a "Stop Asian Hate" rally.

On two separate occasions last year, residents brought forward petitions to the council to censure Councilmember Anthony Becker and Park. They complained about Becker for "retaliating against a member of the public" during a meeting and Park for comments he made comparing single family homeowners not being able to design a city to asking toddlers what they want for lunch.

Neither was censured, but Becker ended up meeting with the resident to clear the air.

Top city officials are also fed up with the council, according to Chris Jackson, the president of Unit 9 — a union that represents unclassified managers. Jackson told the council last week that a recent survey of Unit 9 employees found them to be "frustrated and disheartened" by the council's inability to follow its code of ethics and "respectfully work with city management."

"This ongoing animosity, inappropriate, offensive and sometimes flat out inaccurate information from council during public meetings is not only embarrassing, but against the city's harassment, bullying and ethics and values policies," Jackson said. "Slowly the code of ethics and values has eroded as council members gradually push the boundaries of un-

acceptable behavior on the dais and in their public roles as city officials."

Jackson emphasized that each council member had cast "the first stone."

The lack of a city attorney is also looming over the city. In September, the council fired Brian Doyle from the position. At the time, Gillmor said that Vice Mayor Suds Jain and Councilmembers Raj Chahal, Karen Hardy, Park and Becker voted to terminate Doyle.

Nearly six months since Doyle was axed, the city remains without an attorney and continues to struggle with hiring assistant city attorneys. It's caused the city to turn to a "whack-a-mole" approach to legal services, focusing on litigation first, which has created delays in every-

thing from creating council agenda reports to Silicon Valley Power contracts, according to Santana.

City spokesperson Lon Peterson said the council has yet to announce a timeline for hiring a new attorney, however, a bid posted last year said an interim city attorney should have started Jan. 18.

Gillmor did not respond to a request for comment, but during the meeting, said that the council majority firing Doyle "at the request of the 49ers" has created "ripple effects" throughout the city. During the 2020 election, 49ers owner Jed York spent several million dollars on an independent expenditure committee backing three of the current council members: Becker, Park and Jain.

"I think that this council can't take action like

that and then not expect that there's going to be a consequence," Gillmor said. "And that's where we are right now. I think that along with our other employee issues, we have to improve it because at the end of the day our residents in Santa Clara expect that we give them the highest level of services."

Becker, who frequently speaks out about the "toxicity" at the city, told this news organization that he thought it was "inappropriate" for Santana to throw "the City Council under the bus."

"What I've noticed with the city manager when she's saying that, is she's basically saying that it's council's fault and that's not taking any responsibility for any shortcomings," Becker said of Santana's comments.

The freshman councilmember added that the council needs to "turn over a new leaf," "take away the politics" and focus on the residents.

In an email, Peterson said the council will continue its priority setting meeting on March 1 when there will be a "continued discussion on governance and council collegiality."

"City staff is requesting that city council help pace the city's work to allow staff to focus on the critical priority of our fiscal condition and employee work-life balance given the reduction in staff capacity (productivity hours)," he said. "Like other organizations, COVID has placed new stressors on city staff and staff has absorbed delivering services during COVID while sustaining day-to-day operations."

EXHIBIT C

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12 *Attorneys for Plaintiff Republic Metropolitan LLC*
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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF SANTA CLARA**

16 **REPUBLIC METROPOLITAN, a**
17 **Delaware LLC,**

18 **Plaintiff,**

19 **v.**

20 **CITY OF SANTA CLARA, a municipal**
corporation; and DOES 1 through 10,
21 **inclusive,**

22 **Defendants.**

Case No. 22CV393667

**PLAINTIFF'S RESPONSE TO DEMAND
FOR BILL OF PARTICULARS**

Action Filed: January 24, 2022

1 Plaintiff REPUBLIC METROPOLITAN, a Delaware LLC (“Plaintiff” or “REMET”)
2 hereby responds to the Demand for Bill of Particulars (the “Demand”) of Defendant CITY OF
3 SANTA CLARA, a municipal corporation (“Defendant” or “City”), as follows:

4 Plaintiff objects to the Demand on the grounds that it is overbroad, unduly burdensome
5 and exceeds the scope of California Code of Civil Procedure Section 454 (“Section 454”), the
6 language of which is limited to “items of an account,” whereas Plaintiff has asserted several
7 causes of action premised on theories of recovery not tied to an “account.” Plaintiff further
8 objects to the Demand on the grounds that it seeks broad discovery through the mechanism of
9 Code of Civil Procedure Section 454, which is unlawful and inappropriate. Plaintiff further
10 objects to the Demand because it is “not proper” under the circumstances of this case, which
11 concerns “both breach of contract and negligence,” under the rule of *Distefano v. Hall*, 218 Cal.
12 App. 2d 657, 677-78 (1963). Plaintiff further objects to the Demand on the grounds that it is
13 premature and appears to be presented for purposes of imposing needless burden at the outset of
14 the litigation prior to the taking of any discovery. Plaintiff further objects to the Demand on the
15 grounds that it seeks information that is clearly within the appropriate scope of expert discovery
16 and analysis, at a stage of the lawsuit prior to the disclosure of expert witnesses. In presenting
17 this Bill of Particulars, Plaintiff does not concede that it states all sums lawfully owed to Plaintiff
18 for the entire course of Defendant’s conduct or rightfully due under all six of the causes of action
19 asserted in this lawsuit, which additionally support redress in kind and an award of damages in
20 amounts exceeding sums shown in any “account” maintained by Plaintiff or otherwise, including
21 but not limited to sums awarded for pre-judgment or post-judgment interest. Plaintiff reserves all
22 rights including the right to amend or supplement this Bill of Particulars in due course at an
23 appropriate juncture later in the proceedings should discovery or other circumstances support
24 such amendment or supplementation.

25 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:

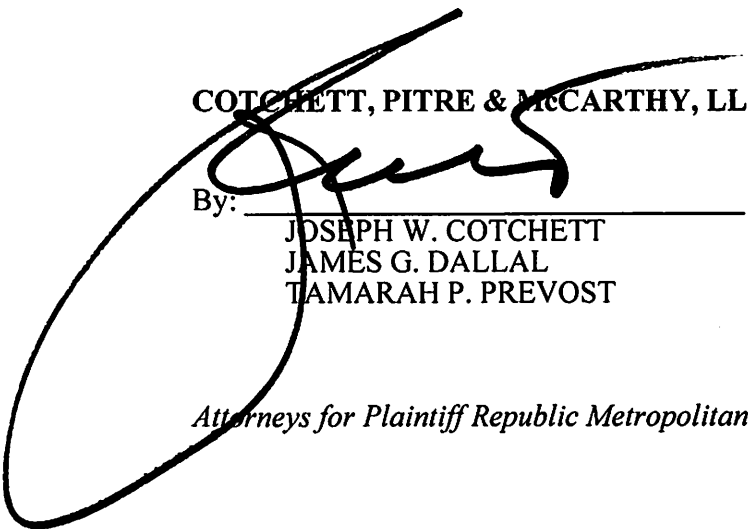
26 1. Sums approximating \$5,463,874.71 (costs reflected in \$3,642,450.80 in itemized
27 entries plus \$1,821,423.91 in interest to July 31, 2021) plus additional accrued interest as shown
28

1 in the file "Summary of Santa Clara Costs plus accrued interest to July 31, 2021," attached
2 hereto as Exhibit A.

3 2. Projected gross income and proceeds in an amount of at least \$57,164,072, or in
4 the alternative \$14,485,031, as reflected in internal analyses and projections shown in the file
5 "Republic Santa Clara Project – Lost Opportunity" attached hereto as Exhibit B.

6
7 Dated: March 2, 2022

COTCHETT, PITRE & MCCARTHY, LLP

8
9 By: 

JOSEPH W. COTCHETT
JAMES G. DALLAL
TAMARAH P. PREVOST

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12 *Attorneys for Plaintiff Republic Metropolitan LLC*
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Exhibit A

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Maturity Date: 7/31/2021

Interest Rate: 20%

Type	Date	Num	Name	Memo	Debit	Credit	Balance	# Days O/S	365 # Years	Compounded Interest
01000 - Award Submission										
RFP Submissions/Management										
Macy Office of Design										
Bill	01/16/2019	664	Macy Office of Design	Santa Clara benefits presentation, brochure: des	1,385.16		1,385.16	927	2.539726	815.73
Bill	05/21/2019	681	Macy Office of Design	Admin & Dev support - mailing to council membe	5,114.68		6,499.84	802	2.19726	2,520.17
Bill	09/30/2019	Inv #686	Macy Office of Design	Admin & Dev support - June to Aug - presentatio	8,375.00		14,874.84	670	1.835616	3,328.92
Bill	09/30/2019	inv #690	Macy Office of Design	Admin & Dev support - Sept - community outrea	5,052.50		19,927.34	670	1.835616	2,008.28
Bill	11/04/2019	693	Macy Office of Design	Oct services - VTA/City cordination/Design/DDA	13,998.37		33,925.71	635	1.739726	5,225.07
Bill	12/03/2019	702	Macy Office of Design	Nov services - meeting cordination city/VTA - De	8,892.50		42,818.21	606	1.660274	3,143.62
Bill	01/07/2020	709	Macy Office of Design	Dec services - current reports/history of Santa Ci	3,117.46		45,935.67	571	1.564384	1,028.94
Bill	02/12/2020	712	Macy Office of Design	Jan services - Program mgt Surplus Land Act fo	752.50		46,688.17	535	1.465753	230.53
Bill	05/03/2020	727	Macy Office of Design	VTA Submittal/ongoing project management/folk	2,557.50		49,245.67	454	1.243836	651.02
Bill	07/05/2020	729	Macy Office of Design	May/June services - community/VTA meeting co	16,538.07		65,783.74	391	1.071233	3,567.04
Bill	08/18/2020	736	Macy Office of Design	July services - prepare Early consideration pack	17,595.00		83,378.74	347	0.950685	3,330.01
Bill	09/28/2020	742	Macy Office of Design	Aug services - project management/city council l	10,670.10		94,048.84	306	0.838356	1,762.17
Bill	11/09/2020	748	Macy Office of Design	Oct services - Books for VTA meeting - securing	2,579.76		96,628.60	264	0.723288	363.65
Bill	11/10/2020	749	Macy Office of Design	Oct services - prep team/presentation - RFQ inte	6,685.00		103,313.60	263	0.720548	938.52
Total Macy Office of Design					103,313.60	0.00	103,313.60			
Total RFP Submissions/Management					103,313.60	0.00	103,313.60			
Total 01000 - Award Submission					103,313.60	0.00	103,313.60			
01001 - Land										
Appraisal Fees										
Kidder Mathews										
General Journal	10/03/2016	1	Kidder Mathews	Paid via RUP - Appraisal of 500 Benton Street 2	3,000.00		3,000.00	1762	4.827397	4,233.70
General Journal	10/03/2016	1	Kidder Mathews	Paid via RUP - Appraisal of NE El Camino Real/I	3,000.00		6,000.00	1762	4.827397	4,233.70
General Journal	12/02/2016	2	Kidder Mathews	Paid via RUP -Appraisal of NE El Camino Real/f	3,000.00		9,000.00	1702	4.663014	4,020.12
General Journal	12/02/2016	2	Kidder Mathews	Paid via RUP - Appraisal of 500 Benton Street -	3,058.32		12,058.32	1702	4.663014	4,098.27
Total Kidder Mathews					12,058.32	0.00	12,058.32			
Total Appraisal Fees					12,058.32	0.00	12,058.32			
Site Research										
B. Mendelsohn										
General Journal	09/23/2014	69	Bob Mendelsohn	Paid via RUP - To record Oct 1 retainer to B. Me	833.34		833.34	2503	6.857534	2,076.11
General Journal	10/28/2014	70	Bob Mendelsohn	Paid via RUP - Payment of Nov consultancy to E	833.34		1,666.68	2468	6.761644	2,025.68
General Journal	11/04/2014	148	Bob Mendelsohn	Paid via RUP - Consulting fee to B. Mendelsohn	1,666.67		3,333.35	2461	6.742466	4,031.38
General Journal	11/14/2014	72	Bob Mendelsohn	Paid via RUP - Transfer to Bob Mendelsohn - Di	833.33		4,166.68	2451	6.715068	2,001.48
General Journal	01/02/2015	73	Bob Mendelsohn	Paid via RUP - Jan 2015 payment to B. Mendels	833.34		5,000.02	2402	6.580822	1,932.96
Total B. Mendelsohn					5,000.02	0.00	5,000.02			
James Haas										
General Journal	06/13/2014	74	James Haas	Paid via RUP - May 10 - June 9 - Services re Tr	833.34		833.34	2605	7.136986	2,228.18
General Journal	07/13/2014	75	James Haas	Paid via RUP - June 10 - July 9 - Services re Tr	833.34		1,666.68	2575	7.054795	2,182.65
General Journal	08/13/2014	76	James Haas	Paid via RUP - July 10 - Aug 9 - Services re Tra	833.34		2,500.02	2544	6.969863	2,136.31
General Journal	09/13/2014	77	James Haas	Paid via RUP - Sept 10 - Oct 9 - Services re Trai	833.34		3,333.36	2513	6.884932	2,090.68
General Journal	09/15/2014	78	James Haas	Paid via RUP - Aug 10 - Sept 9 - Services re Tra	833.34		4,166.70	2511	6.879452	2,087.76
General Journal	11/13/2014	79	James Haas	Paid via RUP - Oct 10 - Nov 9 - Services re Tran	833.34		5,000.04	2452	6.717808	2,002.92
Total James Haas					5,000.04	0.00	5,000.04			
Western Pacific Properties, Inc										
General Journal	10/16/2014	80	Western Pacific Properties	Paid via RUP - October Consultancy - S. Kellent	833.34		833.34	2480	6.794521	2,042.87

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
General Journal	11/01/2014	81	Western Pacific Properties	Paid via RUP - November Consultancy - S. Kelle	833.34		1,666.68	2464	6.750685	2,019.98
General Journal	12/01/2014	82	Western Pacific Properties	Paid via RUP - December Consultancy - S. Kelle	833.34		2,500.02	2434	6.668493	1,977.54
General Journal	01/01/2015	83	Western Pacific Properties	Paid via RUP - Jan Consultancy - S. Kellenberge	833.34		3,333.36	2403	6.583562	1,934.35
Total Western Pacific Properties, Inc					3,333.36	0.00	3,333.36			
Total Site Research					13,333.42	0.00	13,333.42			
Total 01001 - Land					25,391.74	0.00	25,391.74			
02000 - Construction										
Preconstruction Services										
General Journal	10/30/2017	7	Nibbi Brothers Associates,	Paid via RUP - Pre Construction Services - Preli	10,000.00		10,000.00	1370	3.753425	9,824.44
Bill	02/13/2018	17100044-001	Swinerton Management & C	Cost peer review of Nibbi construction numbers	7,260.00		17,260.00	1264	3.463014	6,390.31
Bill	07/26/2019	Application #1	CBG Building Company	June/July - Clark Preconstruction Services - Con	3,000.00		20,260.00	736	2.016438	1,332.97
Bill	08/28/2019	Application #2	CBG Building Company	Aug - Clark Preconstruction Services - Contract :	1,500.00		21,760.00	703	1.926027	631.06
Bill	09/27/2019	Application #3	CBG Building Company	Sep - Clark Preconstruction Services - Contract :	1,500.00		23,260.00	673	1.843836	599.37
Bill	10/25/2019	Application #4	CBG Building Company	Oct - Clark Preconstruction Services - Contract \$	1,500.00		24,760.00	645	1.767123	570.21
Bill	01/05/2020	Application #6	CBG Building Company	Dec - Clark Preconstruction Services - Contract :	1,500.00		26,260.00	573	1.569863	497.08
Bill	02/26/2020	Application 6 - Feb	CBG Building Company	Feb - Clark Preconstruction Services - Contract	1,500.00		27,760.00	521	1.427397	445.87
Bill	02/27/2020	Feb - App #7	CBG Building Company	Feb - App #7 - Clark Preconstruction Services	1,500.00		29,260.00	520	1.424658	444.90
Bill	04/13/2020	App #8 - Mar	CBG Building Company	March - App #8 - Clark Preconstruction Service	1,500.00		30,760.00	474	1.29863	400.72
Bill	06/01/2020	App #9 Apr/May	CBG Building Company	Period to April 1 to May 31, 2020 - Clark Precon	3,000.00		33,760.00	425	1.164384	709.53
Bill	07/29/2020	App #10 - July	CBG Building Company	July 31, 2020 - App #10 - Clark Preconstruction	1,500.00		35,260.00	367	1.005479	301.80
Bill	08/31/2020	App #11 - August	CBG Building Company	August - Clark Preconstruction Services - Conti	1,500.00		36,760.00	334	0.915068	272.34
Bill	09/28/2020	App #12 - Sept	CBG Building Company	Sept - App #12 - Clark Preconstruction Service:	1,500.00		38,260.00	306	0.838356	247.73
Bill	10/31/2020	App #13	CBG Building Company	Oct - App #12 - Clark Preconstruction Services	1,500.00		39,760.00	273	0.747945	219.15
Bill	11/30/2020	App #14 - Nov	CBG Building Company	Nov - App #14 - Clark Preconstruction Services	1,500.00		41,260.00	243	0.665753	193.58
Bill	12/22/2020	App #15	CBG Building Company	Nov - App #15 - Clark Preconstruction Services	1,500.00		42,760.00	221	0.605479	175.07
Bill	01/28/2021	App #16	CBG Building Company	Jan - App #15 - Clark Preconstruction Services	1,500.00		44,260.00	184	0.50411	144.40
Total Preconstruction Services					44,260.00	0.00	44,260.00			
Total 02000 - Construction					44,260.00	0.00	44,260.00			
03000 - Arch. & Engineering										
Architectural Design										
Humphreys & Partners Architects										
General Journal	02/17/2017	3	Humphreys & Partners - C&	Paid via RUP - Site Plan Concept & Images - St	5,500.00		5,500.00	1625	4.452055	6,884.60
Bill	02/02/2018	65505	Humphreys & Partners - C&	January services - Land planning - #1202 & 1250	3,500.00		9,000.00	1275	3.493151	3,116.98
Bill	04/04/2018	66049	Humphreys & Partners - C&	April services - Site Plan revisions & renderings	3,295.00		12,295.00	1214	3.326027	2,747.47
Bill	04/04/2018	66031	Humphreys & Partners - S&	April Services - Hand Drawn Color Perspective	2,000.00		14,295.00	1214	3.326027	1,667.66
Bill	06/12/2018	66646	Humphreys & Partners - S&	Travel + May services - Site Plan concept - Desi	3,530.09		17,825.09	1145	3.136986	2,724.17
Bill	07/08/2018	66944	Humphreys & Partners - S&	June services - 2 perspective renderings (\$5k) p	5,497.39		23,322.48	1119	3.065753	4,116.67
Bill	08/08/2018	67335	Humphreys & Partners - S&	July services - 2 renderings (4 in total)	5,000.00		28,322.48	1088	2.980822	3,609.84
Bill	08/31/2018	67461	Humphreys & Partners - S&	Aug services - landplan	555.69		28,878.17	1065	2.917808	390.26
Bill	11/02/2018	68155	Humphreys & Partners - S&	Oct services	12,740.00		41,618.17	1002	2.745205	8,275.43
Bill	01/07/2019	68648	Humphreys & Partners - S&	Missing invoices	3,330.46		44,948.63	936	2.564384	1,985.18
Bill	02/12/2019	69077	Humphreys & Partners - S&	Elevations/conceptual floor plans/computer rend	19,800.46		64,749.09	900	2.465753	11,239.18
Bill	03/07/2019	69188	Humphreys & Partners - S&	Land Plan revision	1,757.50		66,506.59	877	2.40274	966.12
Bill	04/04/2019	69445	Humphreys & Partners - S&	Land Plan revision	2,903.24		69,409.83	849	2.326027	1,533.47
Bill	05/08/2019	69746	Humphreys & Partners - S&	Concept Site Plan	1,202.50		70,612.33	815	2.232877	604.20
Bill	05/08/2019	69746	Humphreys & Partners - S&	Concept Site Plan - Landscape	2,750.00		73,362.33	815	2.232877	1,381.76
Bill	05/29/2019	69955	Humphreys & Partners - S&	May services - Land Plan/renderings	1,948.55		75,310.88	794	2.175342	948.51
Bill	07/08/2019	70273	Humphreys & Partners - S&	June services - Land Plan/renderings	1,481.15		76,792.03	754	2.065753	677.43
Bill	08/09/2019	70703	Humphreys & Partners - S&	July services - Land Plan/renderings	3,203.30		79,995.33	722	1.978082	1,391.06
Bill	09/06/2019	70988	Humphreys & Partners - S&	August services - Land Plan/renderings	5,054.72		85,050.05	694	1.90137	2,094.36
Bill	10/09/2019	71544	Humphreys & Partners - S&	Sept services - Land Plan/renderings	23,885.28		108,935.33	661	1.810959	9,344.26

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	10/23/2019	71563	Humphreys & Partners - S	Oct services - Land Plan/renderings	21,430.00		130,365.33	647	1.772603	8,175.95
Bill	11/22/2019	71938	Humphreys & Partners - S	Nov services - Public meetings/project co-ordina	4,061.66		134,426.99	617	1.690411	1,466.14
Bill	12/23/2019	72474	Humphreys & Partners - S	Nov services - Elevation plans/conceptual floor p	15,060.82		149,487.81	586	1.605479	5,121.56
Bill	01/28/2020	72819	Humphreys & Partners - S	Jan services - Project co-ordination	2,311.33		151,799.14	550	1.506849	730.79
Bill	03/25/2020	73336	Humphreys & Partners - S	Jan services - Project co-ordination plus reprodu	2,721.19		154,520.33	493	1.350685	759.84
Bill	04/21/2020	73588	Humphreys & Partners - S	April services - Project co-ordination plus expens	1,916.23		156,436.56	466	1.276712	502.23
Bill	05/21/2020	73967	Humphreys & Partners - S	May services - Project co-ordination plus expens	1,403.65		157,840.21	436	1.194521	341.54
Bill	06/23/2020	74380	Humphreys & Partners - S	June services - Project co-ordination plus exper	5,022.30		162,862.51	403	1.10411	1,119.95
Bill	06/30/2020	2038	Humphreys & Ptnrs Landsc	Landscape architectural plans for Planning App	5,850.00		168,712.51	396	1.084932	1,279.55
Bill	07/21/2020	74594	Humphreys & Partners - S	July services - application resubmittal + general	22,771.06		191,483.57	375	1.027397	4,691.05
Bill	09/25/2020	75247	Humphreys & Partners - S	Aug services - shadow study	2,000.00		193,483.57	309	0.846575	333.80
Bill	02/25/2021	76617	Humphreys & Partners - S	Reimbursable expenses re printing/shipping	454.48		193,938.05	156	0.427397	36.83
Total Humphreys & Partners Architects					193,938.05	0.00	193,938.05			
Robin Chiang & Company										
General Journal	06/23/2015	4	Robin Chiang & Company	Paid via RUP - Paid via RUP - Concept design n	10,000.00		10,000.00	2230	6.109589	20,462.45
General Journal	10/01/2015	5	Robin Chiang & Company	Paid via RUP - Concept design re Santa Clara/R	6,666.67		16,666.67	2130	5.835616	12,652.14
General Journal	01/08/2016	6	Robin Chiang & Company	Paid via RUP - Concept design re Santa Clara/R	9,666.67		26,333.34	2031	5.564384	16,994.04
Total Robin Chiang & Company					26,333.34	0.00	26,333.34			
Total Architectural Design					220,271.39	0.00	220,271.39			
Civil Engineering										
Alta Survey										
Bill	04/10/2018	18040215	BKF Engineers (Santa Clar	Services Feb 1 to April 1 - Alta Survey	6,808.00		6,808.00	1208	3.309589	5,639.35
Bill	05/15/2018	18050661	BKF Engineers (Santa Clar	Services April 2 - April 29 - Alta Survey	4,425.20		11,233.20	1173	3.213699	3,525.36
Bill	06/13/2018	18060614	BKF Engineers (Santa Clar	Services Apr 30 to May 27 - Alta Survey	3,566.80		14,800.00	1144	3.134247	2,749.35
Total Alta Survey					14,800.00	0.00	14,800.00			
Hydrology services										
Bill	06/08/2019	81802 5-19	Todd Groundwater	Hydrology services pertaining to relocation of Cit	3,328.45		3,328.45	784	2.147945	1,595.56
Bill	07/08/2019	81802 6-19	Todd Groundwater	Hydrology services pertaining to relocation of Cit	4,328.05		7,656.50	754	2.065753	1,979.51
Bill	08/08/2019	81802 7-19	Todd Groundwater	Hydrology services pertaining to relocation of Cit	12,380.95		20,037.45	723	1.980822	5,385.39
Bill	09/08/2019	81802 8-19	Todd Groundwater	Hydrology services pertaining to relocation of Cit	2,247.25		22,284.70	692	1.89589	927.94
Bill	10/08/2019	81802 9-19	Todd Groundwater	Hydrology services pertaining to relocation of Cit	2,436.05		24,720.75	662	1.813699	954.71
Bill	12/12/2019	81802 11-19	Todd Groundwater	Hydrology services pertaining to relocation of Cit	4,695.25		29,416.00	597	1.635616	1,631.33
Bill	12/27/2019	12253	Infrastructure Engineering	Nov 30 to Dec 27 - Design engineering services	22,777.15		52,193.15	582	1.594521	7,684.65
Bill	01/08/2020	81802 12-19	Todd Groundwater	Hydrology services pertaining to relocation of Cit	3,318.25		55,511.40	570	1.561644	1,093.00
Bill	01/31/2020	12311	Infrastructure Engineering	Nov 30 to Dec 27 - Design engineering services	39,859.94		95,371.34	547	1.49863	12,524.23
Bill	02/29/2020	12393	Infrastructure Engineering	Feb services - Design engineering services re w	13,503.28		108,874.62	518	1.419178	3,987.60
Bill	03/23/2020	12518	Infrastructure Engineering	Mar services - Design engineering services re w	4,485.99		113,360.61	495	1.356164	1,258.36
Bill	04/24/2020	12622	Infrastructure Engineering	Apr services - Design engineering services re w	28,099.42		141,460.03	463	1.268493	7,311.58
Bill	05/29/2020	12692	Infrastructure Engineering	May services - Design engineering services re w	14,859.38		156,319.41	428	1.172603	3,541.93
Bill	07/26/2020	12762	Infrastructure Engineering	June services - Design engineering services re v	1,781.58		158,100.99	370	1.013699	361.66
Bill	07/31/2020	12836	Infrastructure Engineering	July services - Design engineering services re w	2,210.00		160,310.99	365	1	442.00
Bill	08/28/2020	12938	Infrastructure Engineering	Aug services - Design engineering services re w	979.37		161,290.36	337	0.923288	179.55
Bill	10/30/2020	13100	Infrastructure Engineering	Sept services - Design engineering services re v	399.68		161,690.04	274	0.750685	58.62
Total Hydrology services					161,690.04	0.00	161,690.04			
Structural										
Bill	12/01/2019	10031900158	KPFF Inc.	general pre-con consulting working with the Geol	300.00		300.00	608	1.665753	106.46
Bill	08/01/2020	335386	KPFF Inc.	Structural engineering services thru July - pre-de	1,200.00		1,500.00	364	0.99726	239.28
Bill	09/01/2020	340137	KPFF Inc.	Structural engineering services thru Aug - pre-de	500.00		2,000.00	333	0.912329	90.49
Total Structural					2,000.00	0.00	2,000.00			
Traffic Studies										
Bill	12/24/2019	Inv #1	CHS Consulting Group - S	500 Benton - Santa Clara TDM & Parking Ratio /	18,879.00		18,879.00	585	1.60274	6,407.34

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	01/10/2020	Invoice #3	CHS Consulting Group - Santa Clara	Dec services - 500 Benton - Santa Clara TDM & Jan services - 500 Benton - Santa Clara TDM & Feb services - 500 Benton - Santa Clara TDM & March 1 to May 29, 2020 - revised TDM/Parking S	816.00		19,695.00	568	1.556164	267.70
Bill	02/11/2020	Inv #3	CHS Consulting Group - Santa Clara	Jan services - 500 Benton - Santa Clara TDM & Feb services - 500 Benton - Santa Clara TDM & March 1 to May 29, 2020 - revised TDM/Parking S	4,379.00		24,074.00	536	1.468493	1,344.37
Bill	03/06/2020	#4	CHS Consulting Group - Santa Clara	Feb services - 500 Benton - Santa Clara TDM & March 1 to May 29, 2020 - revised TDM/Parking S	4,704.00		28,778.00	512	1.40274	1,370.88
Bill	06/11/2020	Inv #5	CHS Consulting Group - Santa Clara	March 1 to May 29, 2020 - revised TDM/Parking S	3,241.00		32,019.00	415	1.136986	746.56
Bill	08/05/2020	#6	CHS Consulting Group - Santa Clara	June 1 to July 31, 2020 - revised TDM/Parking S	2,362.00		34,381.00	360	0.986301	465.33
Total Traffic Studies					34,381.00	0.00	34,381.00			
Utilities Studies										
Bill	04/16/2018	18040523	BKF Engineers - Santa Clara	Feb 26 to April 1 services - Utility due diligence - April 2 - 29 services - prelim utility exhibit + filing	1,200.00		1,200.00	1202	3.293151	987.44
Bill	05/14/2018	18050484	BKF Engineers - Santa Clara	April 2 - 29 services - prelim utility exhibit + filing	3,397.20		4,597.20	1174	3.216438	2,709.45
Bill	06/04/2018	18060137	BKF Engineers - Santa Clara	April 30 to May 27 services - Utility due diligence	85.84		4,683.04	1153	3.158904	66.85
Bill	07/18/2018	18070572	BKF Engineers - Santa Clara	May 28 - Jul 1 services - Utility due diligence re	2,212.97		6,896.01	1109	3.038356	1,637.88
Bill	09/07/2018	18090568	BKF Engineers - Santa Clara	Jul 30 - Aug 26 services - Utility due diligence re	300.00		7,196.01	1058	2.89863	208.91
Bill	10/04/2018	18100106	BKF Engineers - Santa Clara	Aug 27 - Sept 30 services - Utility due diligence	800.00		7,996.01	1031	2.824658	538.91
Bill	11/05/2018	18110251	BKF Engineers - Santa Clara	Oct 1 to Oct 28 services - Utility due diligence re	10,578.26		18,574.27	999	2.736986	6,845.11
Bill	02/13/2019	19020625	BKF Engineers - Santa Clara	Dec 31 to Jan 27 services - Schematic Design/Er	11,000.00		29,574.27	899	2.463014	6,235.23
Bill	03/08/2019	19030391	BKF Engineers - Santa Clara	Jan 28 - Feb 24 services - Schematic Design/Er	3,182.50		32,756.77	876	2.4	1,747.01
Bill	04/15/2019	19040565	BKF Engineers - Santa Clara	Feb 24 services - March 31- Schematic Design	1,500.00		34,256.77	838	2.29589	779.73
Bill	05/10/2019	19050572	BKF Engineers - Santa Clara	Apr services - Schematic Design (Civil Engineeri	3,122.35		37,379.12	813	2.227397	1,564.16
Bill	06/12/2019	19060931	BKF Engineers - Santa Clara	May services - Consultants - Todd Groundwater	3,524.52		40,903.64	780	2.136986	1,679.14
Bill	07/05/2019	19070087	BKF Engineers - Santa Clara	June services - Consultants - Schematic Design	652.50		41,556.14	757	2.073973	299.86
Bill	10/14/2019	19100677	BKF Engineers - Santa Clara	Aug 26 - Sept 29 services - Consultants - Scher	1,100.00		42,656.14	656	1.79726	426.52
Bill	11/01/2019	19110068	BKF Engineers - Santa Clara	Sept 30 - Oct 27 services - Consultants - Scher	1,252.00		43,908.14	638	1.747945	469.90
Bill	12/03/2019	19120583	BKF Engineers - Santa Clara	Oct 28 - Nov 24 services - Schematic Design	158.28		44,066.42	606	1.660274	55.95
Bill	01/13/2020	20010629	BKF Engineers - Santa Clara	Nov 25 - Dec 29 services - Site Plan - Joint Tre	16,412.76		60,479.18	565	1.547945	5,351.80
Bill	02/11/2020	20020674	BKF Engineers - Santa Clara	Dec 30 - Jan 26 services - Site Plan - Joint Tren	5,378.75		65,857.93	536	1.468493	1,651.30
Bill	03/03/2020	20030286	BKF Engineers - Santa Clara	Jan 27 - Feb 23 services - Site Plan redesign -	2,873.02		68,730.95	515	1.410959	842.85
Bill	04/10/2020	20040574	BKF Engineers - Santa Clara	Feb 24 - Mar 29 services - Site Plan redesign -	93.26		68,824.21	477	1.306849	25.09
Bill	05/05/2020	20050321	BKF Engineers - Santa Clara	Mar 30 - April 26 services - Site Plan redesign -	810.25		69,634.46	452	1.238356	205.24
Bill	06/05/2020	20060408	BKF Engineers - Santa Clara	April 27 - May 24 services - Site Plan redesign -	2,199.35		71,833.81	421	1.153425	514.74
Bill	07/07/2020	20070476-10	BKF Engineers - Santa Clara	May 25 - June 28 services - Prelim Stormwater I	1,256.00		73,089.81	389	1.065753	269.38
Bill	09/04/2020	20090367	BKF Engineers - Santa Clara	July 27 - Aug 23 services - Prelim Stormwater M	1,500.00		74,589.81	330	0.90411	268.80
Bill	10/07/2020	20100412	BKF Engineers - Santa Clara	Aug 24 - Sept 27 services - Additions to Civil B	24,444.50		99,034.31	297	0.813699	3,909.27
Bill	11/23/2020	20120027	BKF Engineers - Santa Clara	Oct 26 - Nov 22 services - Utility Due Diligence	4,952.25		103,986.56	250	0.684932	658.70
Bill	01/04/2021	21010052	BKF Engineers - Santa Clara	Nov 23 - dec 27 services - Utility Due Diligence	6,721.50		110,708.06	208	0.569863	735.92
Bill	02/01/2021	21020209	BKF Engineers - Santa Clara	Dec 28 - 01/24 services - Utility Due Diligence -	2,917.25		113,625.31	180	0.493151	274.45
Total Utilities Studies					113,625.31	0.00	113,625.31			
Total Civil Engineering					326,496.35	0.00	326,496.35			
Environmental Study										
AllWest Environmental, Inc.										
Bill	03/26/2018	18035.20I	AllWest Environmental - Santa Clara	Phase I - 500 Benton Street - Database search, i	4,075.00		4,075.00	1223	3.350685	3,431.53
Bill	04/01/2018	18035.23I	AllWest Environmental - Santa Clara	April services - soil sampling at 500 Benton St, (I	4,468.75		8,543.75	1217	3.334247	3,738.47
Bill	04/16/2018	18035.23.1	AllWest Environmental - Santa Clara	Subsurface Investigation; 500 Benton St, Santa	2,500.00		11,043.75	1202	3.293151	2,057.18
Bill	04/18/2018	18035.23.VTA.1	AllWest Environmental - Santa Clara	May 1 - 15services - soil sampling at 500 Benton	4,783.05		15,826.80	1200	3.287671	3,927.12
Bill	04/18/2018	18035.23I2	AllWest Environmental - Santa Clara	May 1 - 15 services - Phase II soil sampling at 50	10,523.80		26,350.60	1200	3.287671	8,640.57
Bill	05/31/2018	18035.23.VTA.2	AllWest Environmental - Santa Clara	May 16 - 31 services - Phase II soil sampling at I	2,565.00		28,915.60	1157	3.169863	2,006.74
Bill	06/09/2018	204362	GPRS	part of the scope of work performed for the Phas	750.00		29,665.60	1148	3.145205	580.77
Bill	06/27/2018	18035.23I3	AllWest Environmental - Santa Clara	May 16 - June 12services - Phase II soil samplin	2,203.23		31,868.83	1130	3.09589	1,671.10
Bill	06/27/2018	18035.23.VTA.3	AllWest Environmental - Santa Clara	June 1 - 19 services - Phase II soil sampling at I	6,530.32		38,399.15	1130	3.09589	4,953.09
Bill	06/30/2018	18035.23I4	AllWest Environmental - Santa Clara	June 13 - June 29 services - Phase II soil sampli	1,918.75		40,317.90	1127	3.087671	1,450.27
Bill	06/30/2018	18035.23.VTA5	AllWest Environmental - Santa Clara	June 20 - June 29 services - Phase II soil sampli	3,495.00		43,812.90	1127	3.087671	2,641.67
Bill	07/31/2018	18035.23I5	AllWest Environmental - Santa Clara	July 1 - 29 services - Phase II soil sampling at 5	664.96		44,477.86	1096	3.00274	484.66

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	07/31/2019	19109.36I	AllWest Environmental - S	July 1 - 29 services - Phase II soils and GW tabi	886.25		45,364.11	731	2.00274	390.59
Bill	10/31/2019	19109.36I2	AllWest Environmental - S	Aug 1 - Oct 31 services - consulting services re	1,123.75		46,487.86	639	1.750685	422.54
Total AllWest Environmental, Inc.					46,487.86	0.00	46,487.86			
David J. Powers & Associates, I										
Bill	03/25/2019	SCU Mixed Use	David J. Powers & Associa	Deposit - CEQA - environmental review - Cost E	29,463.00		29,463.00	859	2.353425	15,787.57
Bill	05/30/2019	23746	David J. Powers & Associa	Thru 4/30/19 - Preparation of Administrative Draf	3,087.50		32,550.50	793	2.172603	1,500.64
Bill	06/26/2019	23832	David J. Powers & Associa	Thru 5/31/19 - Preparation of Administrative Draf	5,770.00		38,320.50	766	2.09863	2,689.56
Bill	07/24/2019	24031	David J. Powers & Associa	Thru 6/30/19 - Preparation of Administrative Draf	16,598.03		54,918.53	738	2.021918	7,398.84
Bill	08/22/2019	24151	David J. Powers & Associa	Thru 7/31/19 - Preparation of Administrative Draf	5,929.15		60,847.68	709	1.942466	2,519.73
Bill	09/25/2019	24182	David J. Powers & Associa	Thru 8/31/19 - Preparation of Administrative Draf	1,170.00		62,017.68	675	1.849315	469.14
Bill	10/29/2019	24402	David J. Powers & Associa	Thru 9/30/19 - Preparation of Administrative Draf	28,300.00		90,317.68	641	1.756164	10,679.99
Bill	11/20/2019	24531	David J. Powers & Associa	Thru 10/31/19 - Preparation of Administrative Dr	12,542.57		102,860.25	619	1.69589	4,544.56
Bill	12/24/2019	24632	David J. Powers & Associa	Thru 11/30/19 - Preparation of Administrative Dr	8,458.75		111,319.00	585	1.60274	2,870.81
Bill	01/30/2020	24778	David J. Powers & Associa	Thru 12/31/19 - Preparation of Administrative Dr	13,133.31		124,452.31	548	1.50137	4,135.19
Bill	02/25/2020	24889	David J. Powers & Associa	Thru 1/1/20 - Preparation of Administrative Draft	10,722.50		135,174.81	522	1.430137	3,194.19
Bill	02/25/2020	24889	David J. Powers & Associa	Prepayment applied		10,054.06	125,120.75	522	1.430137	(2,995.07)
Bill	03/23/2020	24948	David J. Powers & Associa	Thru 2/29 - Preparation of Administrative Draft In	475.00		125,595.75	495	1.356164	133.24
Bill	03/23/2020	24948	David J. Powers & Associa	Prepayment applied		475.00	125,120.75	495	1.356164	(1,083.24)
Bill	08/19/2020	25598	David J. Powers & Associa	Thru 7/31/20 - Preparation of Administrative Draf	353.70		125,474.45	346	0.947945	66.73
Bill	08/19/2020	25598	David J. Powers & Associa	Prepayment applied		353.70	125,120.75	346	0.947945	(774.13)
Bill	09/29/2020	25723	David J. Powers & Associa	Thru 8/31/20 - Project Management	1,888.12		127,008.87	305	0.835616	310.73
Bill	09/29/2020	25723	David J. Powers & Associa	Prepayment applied		1,888.12	125,120.75	305	0.835616	(4,086.97)
Bill	10/28/2020	25839	David J. Powers & Associa	Thru 9/30/20 - Preparation of Administrative Draf	828.75		125,949.50	276	0.756164	122.51
Bill	01/26/2021	26238	David J. Powers & Associa	Thru 1/26/21 - ongoing CEQA	475.00		126,424.50	186	0.509589	46.25
Bill	02/21/2021	26310	David J. Powers & Associa	Thru 2/24/21 - ongoing CEQA	3,336.50		129,761.00	160	0.438356	277.60
Total David J. Powers & Associates, I					142,531.88	12,770.88	129,761.00			
Total Environmental Study					189,019.74	12,770.88	176,248.86			
Geotechnical										
Miller Pacific Engineering										
Bill	06/05/2018	18773	Miller Pacific Engineering C	Mar 12 - June 3 - Phase I - Prelim Geotechnical I	6,500.00		6,500.00	1152	3.156164	5,056.40
Bill	10/25/2019	20970	Miller Pacific Engineering C	Jul 15 to Oct 13 - Geotechnical services - consul	3,025.00		9,525.00	645	1.767123	1,149.92
Bill	04/10/2020	21533	Miller Pacific - Santa Clara	Geotechnical investigation - subsurface exploratic	14,266.23		23,791.23	477	1.306849	3,838.30
Bill	07/24/2020	21792	Miller Pacific - Santa Clara	Geotechnical investigation - subsurface exploratic	13,836.00		37,627.23	372	1.019178	2,825.36
Total Miller Pacific Engineering					37,627.23	0.00	37,627.23			
Other										
Bill	04/10/2020	20200040101	Albion Environmental, Inc	Archaeological & Native American oversight for c	2,579.04		2,579.04	477	1.306849	693.88
Total Other					2,579.04	0.00	2,579.04			
Total Geotechnical					40,206.27	0.00	40,206.27			
Mechanical Engineering										
Integral Group										
Bill	04/09/2020	15880	Integral Group	Services thru March 31 - MEP services	7,197.00		7,197.00	478	1.309589	1,940.90
Bill	05/07/2020	16052	Integral Group	Services thru April 30 - MEP services	1,297.50		8,494.50	450	1.232877	327.03
Bill	06/08/2020	16201	Integral Group	Services thru May 31 - MEP services	5,755.00		14,249.50	418	1.145205	1,336.27
Bill	07/10/2020	1295	Integral Group	Services thru June 30 - MEP services	1,295.00		15,544.50	386	1.057534	275.39
Bill	08/10/2020	16469	Integral Group	Services thru July 31 - MEP services re entitlement	600.00		16,144.50	355	0.972603	116.41
Total Integral Group					16,144.50	0.00	16,144.50			
Total Mechanical Engineering					16,144.50	0.00	16,144.50			
Total 03000 - Arch. & Engineering					792,138.25	12,770.88	779,367.37			
03500 - Permits & Fees										
City Staff Reimbursement										
General Journal	01/18/2018	241		To record ENA deposit required by City of Santa	25,000.00		25,000.00	1290	3.534247	22,619.63

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
General Journal	07/31/2018	260		To record cashier's check re funding of ENA dep	25,000.00		50,000.00	1096	3.00274	18,221.58
Total City Staff Reimbursement					50,000.00	0.00	50,000.00			
Permits & Fees										
Bill	02/21/2019	Filing Fees	City of Santa Clara	Santa Clara Planning Application Filing Fees	109,164.81		109,164.81	891	2.441096	61,196.78
Total Permits & Fees					109,164.81	0.00	109,164.81			
Total 03500 - Permits & Fees					159,164.81	0.00	159,164.81			
04000 - Legal Costs										
Acquisition										
Cox Castle Nicholson										
Bill	01/26/2018	462730	Cox Castle - Santa Clara -	Dec correspondence - conference with BM to dis	168.75		168.75	1282	3.512329	151.40
Bill	02/22/2018	464069	Cox Castle - Santa Clara -	Dec/Jan correspondence - review project docs/ci	27,986.25		28,155.00	1255	3.438356	24,397.67
Bill	02/22/2018	464070	Cox Castle - Santa Clara 0	Jan services - review title docs - prepare title me	1,968.75		30,123.75	1255	3.438356	1,716.30
Bill	03/20/2018	465393	Cox Castle - Santa Clara -	Feb correspondence - review city dev impact fee	9,189.59		39,313.34	1229	3.367123	7,789.29
Bill	03/20/2018	465394	Cox Castle - Santa Clara 0	Feb services - review title docs - continue title m	1,618.75		40,932.09	1229	3.367123	1,372.09
Bill	04/11/2018	466260	Cox Castle - Santa Clara 0	Mar services - review title docs - draft title object	5,425.00		46,357.09	1207	3.306849	4,488.80
Bill	04/11/2018	466259	Cox Castle - Santa Clara -	Mar correspondence - review student housing le	6,351.25		52,708.34	1207	3.306849	5,255.21
Bill	05/10/2018	467960	Cox Castle - Santa Clara 0	Apr services - finalize title objection letters - dele	1,453.74		54,162.08	1178	3.227397	1,164.66
Bill	05/10/2018	467959	Cox Castle - Santa Clara -	Apr correspondence - review student housing le	386.25		54,548.33	1178	3.227397	309.44
Bill	06/19/2018	469326	Cox Castle - Santa Clara 0	May services - review survey & title issues	1,837.50		56,385.83	1138	3.117808	1,406.64
Bill	07/20/2018	471160	Cox Castle - Santa Clara 0	June services - review survey & title issues - dra	5,968.58		62,354.41	1107	3.032877	4,407.13
Bill	08/15/2018	472478	Cox Castle - Santa Clara 0	July services - review survey & title issues - corn	3,751.90		66,106.31	1081	2.961644	2,686.20
Bill	09/18/2018	474229	Cox Castle - Santa Clara 0	Review water & sewer line revisions to survey, re	412.50		66,518.81	1047	2.868493	283.41
Bill	09/18/2018	474228	Cox Castle - Santa Clara -	Aug correspondence - review application form ar	643.75		67,162.56	1047	2.868493	442.30
Bill	10/18/2018	476201	Cox Castle - Santa Clara 0	Review survey & Title - work on DDA worksheet	7,162.50		74,325.06	1017	2.786301	4,741.35
Bill	11/20/2018	477965	Cox Castle - Santa Clara -	Oct correspondence - discuss DDA items, call to	435.00		74,760.06	984	2.69589	276.14
Bill	11/20/2018	476200	Cox Castle - Santa Clara -	Sept correspondence - missing invoice	1,966.25		76,726.31	984	2.69589	1,248.17
Bill	11/20/2018	477966	Cox Castle - Santa Clara 0	Oct services - review survey & Title - work on DC	15,762.50		92,488.81	984	2.69589	10,006.00
Bill	12/11/2018	479008	Cox Castle - Santa Clara -	Nov correspondence - review new zoning district	257.50		92,746.31	963	2.638356	159.07
Bill	01/10/2019	480435	Cox Castle - Santa Clara -	Dec correspondence - review revised developme	950.00		93,696.31	933	2.556164	563.99
Bill	01/10/2019	480436	Cox Castle - Santa Clara 0	Nov/Dec services - work on DDA Term sheet	12,253.75		105,950.06	933	2.556164	7,274.77
Bill	02/15/2019	482008	Cox Castle - Santa Clara -	Jan correspondence - review parcel diagram/res	1,008.75		106,958.81	897	2.457534	570.22
Bill	02/19/2019	482108	Cox Castle - Santa Clara 0	Jan services - work on DDA Term sheet	11,506.25		118,465.06	893	2.446575	6,468.24
Bill	03/21/2019	483711	Cox Castle - Santa Clara -	Feb correspondence - review & analyze required	2,337.50		120,802.56	863	2.364384	1,259.72
Bill	03/21/2019	483712	Cox Castle - Santa Clara 0	Jan services - work on DDA Term sheet/Lease T	8,463.75		129,266.31	863	2.364384	4,561.25
Bill	04/19/2019	485397	Cox Castle - Santa Clara -	Mar correspondence - review planning applicatio	1,010.00		130,276.31	834	2.284932	521.95
Bill	04/19/2019	485537	Cox Castle - Santa Clara 0	Mar services - title review/title objections - work c	9,427.47		139,703.78	834	2.284932	4,871.97
Bill	05/23/2019	487323	Cox Castle - Santa Clara -	Apr correspondence - work on environmntal CE	6,161.25		145,865.03	800	2.191781	3,026.66
Bill	05/23/2019	487324	Cox Castle - Santa Clara 0	Apr services - title review/title objections - work c	5,265.00		151,130.03	800	2.191781	2,586.39
Bill	06/16/2019	488382	Cox Castle - Santa Clara -	May correspondence - research density bonus/p	3,256.25		154,386.28	776	2.126027	1,541.74
Bill	06/16/2019	488383	Cox Castle - Santa Clara 0	May services - lot tie issues/well relocation	1,755.00		156,141.28	776	2.126027	830.94
Bill	07/23/2019	490357	Cox Castle - Santa Clara -	June correspondence - various - CEDA,GPA & k	846.41		156,987.69	739	2.024658	377.91
Bill	07/23/2019	490358	Cox Castle - Santa Clara 0	June services - review new changes to project re	438.75		157,426.44	739	2.024658	195.90
Bill	08/15/2019	491492	Cox Castle - Santa Clara -	July correspondence - various - bonus density/er	9,953.75		167,380.19	716	1.961644	4,279.76
Bill	08/15/2019	491493	Cox Castle - Santa Clara 0	July services - review changes to entitlement dis	1,205.00		168,585.19	716	1.961644	518.11
Bill	09/19/2019	493197	Cox Castle - Santa Clara -	Aug correspondence - various - review City plan	20,296.22		188,881.41	681	1.865753	8,223.67
Bill	09/30/2019	493854	Cox Castle - Santa Clara 0	Aug services - work on DDA Term sheet/second	23,550.66		212,432.07	670	1.835616	9,360.98
Bill	10/15/2019	494492	Cox Castle - Santa Clara -	Sept correspondence - various - telephone conf	5,243.36		217,675.43	655	1.794521	2,029.45
Bill	10/16/2019	494711	Cox Castle - Santa Clara 0	Sep services - work on DDA Term sheet/affordab	23,514.58		241,190.01	654	1.791781	9,085.05
Bill	11/19/2019	496151	Cox Castle - Santa Clara -	Oct correspondence - call with TMO re affordab	1,117.50		242,307.51	620	1.69863	405.67
Bill	11/19/2019	496152	Cox Castle - Santa Clara 0	Oct services - work on DDA Term sheet/affordab	5,350.84		247,658.35	620	1.69863	1,942.42
Bill	01/22/2020	499928	Cox Castle - Santa Clara 0	Dec services - work on Surplus Land Act/afforda	18,633.75		266,292.10	556	1.523288	5,965.17

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	01/22/2020	499927	Cox Castle - Santa Clara -	Dec correspondence - draft TDM measures/term	7,756.25		274,048.35	556	1.523288	2,482.99
Bill	02/13/2020	500744	Cox Castle (redwood - land	Jan services - surplus land act analysis	760.00		274,808.35	534	1.463014	232.33
Bill	02/21/2020	501170	Cox Castle - Santa Clara -	Jan correspondence - research Surplus Land Ac	13,081.25		287,889.60	526	1.441096	3,930.81
Bill	02/29/2020	501929	Cox Castle - Santa Clara 0	Jan services - work on Surplus Land Act/affordal	22,005.03		309,894.63	518	1.419178	6,498.21
Bill	03/19/2020	502729	Cox Castle - Santa Clara -	Feb correspondence - research Surplus Land Ac	11,636.22		321,530.85	499	1.367123	3,293.87
Bill	03/19/2020	502730	Cox Castle - Santa Clara 0	Feb services - work on Surplus Land Act/affordal	8,321.59		329,852.44	499	1.367123	2,355.60
Bill	04/09/2020	503937	Cox Castle - Santa Clara 0	Mar services - work on Surplus Land Act/affordal	9,840.00		339,692.44	478	1.309589	2,653.67
Bill	04/09/2020	503936	Cox Castle - Santa Clara -	Mar correspondence - research Surplus Land Ac	11,065.00		350,757.44	478	1.309589	2,984.03
Bill	05/08/2020	505543	Cox Castle - Santa Clara -	April correspondence - re Surplus Land Act/City	9,998.75		360,756.19	449	1.230137	2,513.91
Bill	05/08/2020	505544	Cox Castle - Santa Clara 0	Apr services - work on Surplus Land Act/affordat	6,150.00		366,906.19	449	1.230137	1,546.25
Bill	06/08/2020	507071	Cox Castle - Santa Clara 0	May services - work on Surplus Land Act/VTA cc	5,535.00		372,441.19	418	1.145205	1,285.19
Bill	06/08/2020	507070	Cox Castle - Santa Clara -	May correspondence - re school fees - student t	8,895.00		381,336.19	418	1.145205	2,065.36
Bill	07/31/2020	509899	Cox Castle - Santa Clara 0	June services - work on Surplus Land Act/VTA c	13,838.74		395,174.93	365	1	2,767.75
Bill	07/31/2020	509898	Cox Castle - Santa Clara -	June correspondence - DDA Term sheet/SLA/G	14,805.00		409,979.93	365	1	2,961.00
Bill	08/14/2020	510495	Cox Castle - Santa Clara -	July correspondence - DDA Term sheet/SLA/GF	8,643.75		418,623.68	351	0.961644	1,656.47
Bill	08/14/2020	510496	Cox Castle - Santa Clara 0	July services - work on Surplus Land Act/VTA cc	49,191.31		467,814.99	351	0.961644	9,426.90
Bill	09/28/2020	512748	Cox Castle - Santa Clara 0	August services - work on Surplus Land Act/VTA	15,388.75		483,203.74	306	0.838356	2,541.46
Bill	09/28/2020	512747	Cox Castle - Santa Clara -	August correspondence - VTA LSA Indemnity/n	2,722.50		485,926.24	306	0.838356	449.62
Bill	10/09/2020	513400	Cox Castle - Santa Clara -	Sept correspondence - review parking + density	9,422.50		495,348.74	295	0.808219	1,495.97
Bill	10/27/2020	514188	Cox Castle - Santa Clara 0	Sept services - work on Surplus Land Act/VTA c	1,230.00		496,578.74	277	0.758904	182.52
Bill	11/13/2020	515235	Cox Castle - Santa Clara -	Oct correspondence - legislative Counsel opinio	3,515.00		500,093.74	260	0.712329	487.47
Bill	11/13/2020	515236	Cox Castle - Santa Clara 0	Oct services - correspondence re ENA contuatio	307.50		500,401.24	260	0.712329	42.65
Bill	12/10/2020	516893	Cox Castle - Santa Clara -	Nov correspondence - legislative Counsel opinio	798.75		501,199.99	233	0.638356	98.59
Bill	01/26/2021	5188851	Cox Castle - Santa Clara -	Dec correspondence - legislative Counsel opinio	2,042.50		503,242.49	186	0.509589	198.86
Bill	02/11/2021	519710	Cox Castle - Santa Clara -	Jan correspondence - calls re potential amendrr	455.75		503,696.24	170	0.465753	40.21
Bill	03/09/2021	521010	Cox Castle - Santa Clara -	Feb correspondence - re economic opportunity le	4,727.50		508,423.74	144	0.394521	352.58
Bill	04/16/2021	522915	Cox Castle - Santa Clara -	Mar correspondence - re economic opportunity le	7,633.75		516,057.49	106	0.290411	415.09
Bill	05/10/2021	524354	Cox Castle - Santa Clara -	Apr correspondence - re Surplus Land Act	5,451.25		521,508.74	82	0.224658	227.92
Bill	06/15/2021	526322	Cox Castle - Santa Clara -	May correspondence - re Surplus Land Act/ENA	8,925.00		530,433.74	46	0.126027	207.45
Bill	07/15/2021	527918	Cox Castle - Santa Clara -	June correspondence - re Surplus Land Act/ENA	10,957.50		541,391.24	16	0.043836	87.93
Total Cox Castle Nicholson					541,391.24	0.00	541,391.24			
Glazer Hongiman Ellick										
General Journal	10/19/2016	8	Glazer Ellick (Santa Clara l	Paid via RUP - Santa Clara - Aug/Sept correspo	2,205.00		2,205.00	1746	4.783562	3,069.45
General Journal	12/08/2016	9	Glazer Ellick (Santa Clara l	Paid via RUP - Santa Clara - Oct/Nov correspon	1,890.00		4,095.00	1696	4.646575	2,519.44
General Journal	02/08/2017	10	Glazer Ellick (Santa Clara l	Paid via RUP - Santa Clara - Dec correspondenc	787.50		4,882.50	1634	4.476712	993.74
General Journal	05/09/2017	11	Glazer Ellick (Santa Clara l	Paid via RUP - March services - correspondence	4,796.00		9,678.50	1544	4.230137	5,575.14
General Journal	06/27/2017	12	Glazer Ellick (Santa Clara l	Paid via RUP - May services - correspondence r	3,433.50		13,112.00	1495	4.09589	3,811.77
General Journal	08/08/2017	13	Glazer Ellick (Santa Clara l	Paid via RUP - June/July services - corresponde	11,663.00		24,775.00	1453	3.980822	12,436.98
Bill	10/05/2017	12406	Glazer Ellick (Santa Clara l	Santa Clara - Aug correspondence/ENA issues	2,779.50		27,554.50	1395	3.821918	2,799.94
Bill	11/21/2017	12473	Glazer Ellick (Santa Clara l	Santa Clara - Oct correspondence with DeRiggi/l	763.00		28,317.50	1348	3.693151	733.07
Bill	02/16/2018	12662	Glazer Ellick (Santa Clara l	Santa Clara - Dec/Jan various re financing/entitl	4,397.50		32,715.00	1261	3.454795	3,858.33
Bill	04/16/2018	12721	Glazer Ellick (Santa Clara l	Santa Clara - Feb/Mar various re ENA & DDA	2,260.00		34,975.00	1202	3.293151	1,859.69
Bill	06/08/2018	12772	Glazer Ellick (Santa Clara l	Santa Clara - Apr correspondence with RLK/DeF	339.00		35,314.00	1149	3.147945	262.81
Bill	07/26/2018	12830	Glazer Ellick (Santa Clara l	Santa Clara - June correspondence with RLK/BM	452.00		35,766.00	1101	3.016438	331.40
Bill	08/03/2018	12879	Glazer Ellick (Santa Clara l	Santa Clara - July correspondence with RLK - R	565.00		36,331.00	1093	2.994521	410.35
Bill	11/06/2018	12977	Glazer Ellick (Santa Clara l	Santa Clara - Aug/Sep correspondence with RLK	2,930.50		39,261.50	998	2.734247	1,893.89
Bill	12/18/2018	13093	Glazer Ellick (Santa Clara l	Santa Clara - Nov correspondence re DDA + Gr	4,181.00		43,442.50	956	2.619178	2,559.16
Bill	01/16/2019	13136	Glazer Ellick (Santa Clara l	Dec correspondence - review revised LOI re DD	1,243.00		44,685.50	927	2.539726	732.01
Bill	03/14/2019	13181	Glazer Ellick (Santa Clara l	Jan/Feb correspondence - review revised LOI re	9,945.00		54,630.50	870	2.383562	5,413.12
Bill	05/08/2019	13294	Glazer Ellick (Santa Clara l	Mar correspondence - work on DDA LOI - title ob	8,775.00		63,405.50	815	2.232877	4,409.06
Bill	06/13/2019	13329	Glazer Ellick (Santa Clara l	May correspondence - City/VTA issues - status	2,164.50		65,570.00	779	2.134247	1,029.61

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	07/17/2019	13386	Glazer Ellick (Santa Clara)	June correspondence - pre-construction service	2,047.50		67,617.50	745	2.041096	923.07
Bill	09/17/2019	13500	Glazer Ellick (Santa Clara)	July/Aug correspondence - ENA issues/TMO str	10,254.50		77,872.00	683	1.871233	4,169.34
Bill	11/14/2019	13563	Glazer Ellick (Santa Clara)	Sept/Oct services - TMO LOI/TMO structuring/vi	16,497.00		94,369.00	625	1.712329	6,044.84
Bill	02/12/2020	13718	Glazer Ellick (Santa Clara)	Dec/Jan services - SLA/DDA issues/various cor	15,794.00		110,163.00	535	1.465753	4,838.52
Bill	04/15/2020	13768	Glazer Ellick (Santa Clara)	Feb/Mar services - SLA/LOI issues/various com	24,428.00		134,591.00	472	1.293151	6,494.97
Bill	05/20/2020	13826	Glazer Ellick (Santa Clara)	Apr services - VTA/CEQA/LOI issues/various cc	3,286.00		137,877.00	437	1.19726	801.60
Bill	06/29/2020	13861	Glazer Ellick (Santa Clara)	May services - VTA/TMO issues/various corres	6,572.00		144,449.00	397	1.087671	1,441.47
Bill	07/27/2020	13905	Glazer Ellick (Santa Clara)	June services - DDA Term Shee - SLA/TMO iss	12,710.00		157,159.00	369	1.010959	2,572.50
Bill	09/14/2020	13990	Glazer Ellick (Santa Clara)	July/Aug services - correspondence re LOI/TMC	29,202.00		186,361.00	320	0.876712	5,061.50
Bill	10/15/2020	14036	Glazer Ellick (Santa Clara)	Sept services - correspondence re LOI/TMO cor	2,666.00		189,027.00	289	0.791781	414.03
Bill	12/07/2020	14062	Glazer Ellick (Santa Clara)	Oct/Nov services - correspondence re VTA ENA	2,914.00		191,941.00	236	0.646575	364.58
Bill	02/05/2021	14214	Glazer Ellick (Santa Clara)	Jan services - correspondence re SLA issues	682.00		192,623.00	176	0.482192	62.67
Total Glazer Hongiman Ellick					192,623.00	0.00	192,623.00			
Mezzetti Law Firm, Inc.										
General Journal	03/02/2017	16	Mezzetti Law Firm, Inc.	Paid via RUP - Legal retainer to assist on ENA w	2,500.00		2,500.00	1612	4.416438	3,092.93
General Journal	04/01/2017	17	Mezzetti Law Firm, Inc.	Paid via RUP - Feb/Mar times on ENA with City c	3,160.00		5,660.00	1582	4.334247	3,804.31
General Journal	04/01/2017	18	Mezzetti Law Firm, Inc.	Paid via RUP - Less Legal retainer to assist on E		2,000.00	3,660.00	1582	4.334247	(6,407.79)
General Journal	05/01/2017	19	Mezzetti Law Firm, Inc.	Paid via RUP - April time - work on MOU	1,802.25		5,462.25	1552	4.252055	2,110.64
General Journal	06/01/2017	20	Mezzetti Law Firm, Inc.	Paid via RUP - May time - work on MOU	2,105.00		7,567.25	1521	4.167123	2,394.98
Bill	07/01/2017	6200	Mezzetti Law Firm, Inc.	May/June - work on ENA - various meetings	1,591.25		9,158.50	1491	4.084932	1,759.86
General Journal	09/04/2017	21	Mezzetti Law Firm, Inc.	Paid via RUP - July/Aug time - work on MOU/Im	4,323.00		13,481.50	1426	3.906849	4,490.22
Bill	10/01/2017	6277	Mezzetti Law Firm, Inc.	Sept - various meetings, review minutes/agenda	731.50		14,213.00	1399	3.832877	739.82
Bill	11/01/2017	6295	Mezzetti Law Firm, Inc.	Oct - various meetings, telephone conversations	1,507.00		15,720.00	1368	3.747945	1,477.56
Bill	12/01/2017	6321	Mezzetti Law Firm, Inc.	Nov - various meetings, telephone conversations	1,720.00		17,440.00	1338	3.665753	1,635.73
Bill	01/01/2018	6334	Mezzetti Law Firm, Inc.	Dec - various meetings, telephone conversations	4,123.00		21,563.00	1307	3.580822	3,797.40
Bill	02/01/2018	6353	Mezzetti Law Firm, Inc.	Jan - various meetings - VTA, City of Santa Clar	4,230.00		25,793.00	1276	3.49589	3,771.09
Bill	03/01/2018	6368	Mezzetti Law Firm, Inc.	Feb - various meetings - VTA, City of Santa Clar	1,100.00		26,893.00	1248	3.419178	951.76
Bill	04/01/2018	6386	Mezzetti Law Firm, Inc.	Mar - various meetings Bob/Kevin/Adam/Scott	1,826.00		28,719.00	1217	3.334247	1,527.59
Bill	05/01/2018	6404	Mezzetti Law Firm, Inc.	Apr - various meetings re site & entitlement issu	3,932.50		32,651.50	1187	3.252055	3,182.43
Bill	07/01/2018	6444	Mezzetti Law Firm, Inc.	May- various TCs with BM	275.00		32,926.50	1126	3.084932	207.62
Bill	08/01/2018	6474	Mezzetti Law Firm, Inc.	July- various TCs with BM/Lisa/Ruth	775.50		33,702.00	1095	3	564.56
Bill	09/01/2018	6499	Mezzetti Law Firm, Inc.	Aug - various TCs with BM/Lisa/Ruth re VTA con	2,718.00		36,420.00	1064	2.915068	1,906.54
Bill	10/01/2018	6505	Mezzetti Law Firm, Inc.	Sept - various TCs with BM/Scott/Mayor re strate	2,536.50		38,956.50	1034	2.832877	1,715.03
Bill	11/01/2018	6524	Mezzetti Law Firm, Inc.	Oct - various TCs with BM/Scott/Mayor re ENA -	4,388.00		43,344.50	1003	2.747945	2,853.90
Bill	12/01/2018	6544	Mezzetti Law Firm, Inc.	Nov - prep for city hall meeting - continuing ENA	2,895.50		46,240.00	973	2.665753	1,812.12
Bill	01/02/2019	6561	Mezzetti Law Firm, Inc.	Dec- finalize ENA extension - meet with City/VT/	5,687.10		51,927.10	941	2.578082	3,412.59
Bill	02/01/2019	6569	Mezzetti Law Firm, Inc.	Jan - finalize ENA extension/Amendment #1- Cit	3,977.50		55,904.60	911	2.49589	2,292.07
Bill	03/01/2019	6594	Mezzetti Law Firm, Inc.	Feb - various re ENA extension/VTA - emails wit	3,107.50		59,012.10	883	2.419178	1,722.70
Bill	04/01/2019	6612	Mezzetti Law Firm, Inc.	Mar - various re strategy/project development ca	7,792.00		66,804.10	852	2.334247	4,133.52
Bill	05/01/2019	6629	Mezzetti Law Firm, Inc.	Apr - various emails re union strategy/well locati	1,986.50		68,790.60	822	2.252055	1,008.58
Bill	06/01/2019	6678	Mezzetti Law Firm, Inc.	Apr - various emails/hearings/TCs re VTA - City	8,787.50		77,578.10	791	2.167123	4,258.00
Bill	07/01/2019	6711	Mezzetti Law Firm, Inc.	June srvcies - work on resolution - meetings with	5,862.25		83,440.35	761	2.084932	2,711.12
Bill	08/01/2019	6745	Mezzetti Law Firm, Inc.	July services - work on ENA extension/meetings	7,639.80		91,080.15	730	2	3,361.51
Bill	09/01/2019	6765	Mezzetti Law Firm, Inc.	Aug services - work on ENA & strategy, researc	3,267.25		94,347.40	699	1.915068	1,365.30
Bill	10/01/2019	6772	Mezzetti Law Firm, Inc.	Sep services - work on ENA /affordable housing	3,426.50		97,773.90	669	1.832877	1,359.58
Bill	11/01/2019	6787	Mezzetti Law Firm, Inc.	Ocvr services - work on ENA /affordable housing	1,232.00		99,005.90	638	1.747945	462.40
Bill	12/01/2019	6805	Mezzetti Law Firm, Inc.	Nov services - work on ENA - prep & attend City	7,942.00		106,947.90	608	1.665753	2,818.35
Bill	01/01/2020	6838	Mezzetti Law Firm, Inc.	Dec services - work on ENA - research Surplus	7,679.75		114,627.65	577	1.580822	2,565.40
Bill	02/01/2020	6858	Mezzetti Law Firm, Inc.	Jan services - work on ENA - research Surplus I	6,157.00		120,784.65	546	1.49589	1,930.52
Bill	03/01/2020	6881	Mezzetti Law Firm, Inc.	Feb services - work on ENA /term sheets - resea	4,622.00		125,406.65	517	1.416438	1,361.91
Bill	04/01/2020	6902	Mezzetti Law Firm, Inc.	Mar services - work on ENA /term sheets - resea	13,926.00		139,332.65	486	1.331507	3,826.39

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	05/01/2020	6908	Mezzetti Law Firm, Inc.	Apr services - work on Surplus Land Requiremer	7,957.00		147,289.65	456	1.249315	2,035.44
Bill	06/02/2020	6928	Mezzetti Law Firm, Inc.	May services - work on Term sheet/CEQA,SLA -	7,145.50		154,435.15	424	1.161644	1,685.56
Bill	07/01/2020	6941	Mezzetti Law Firm, Inc.	June services - work on Term sheet/CEQA,SLA -	20,150.00		174,585.15	395	1.082192	4,395.07
Bill	08/01/2020	6954	Mezzetti Law Firm, Inc.	July services - work on Term sheet/CEQA,SLA/C	14,831.75		189,416.90	364	0.99726	2,957.46
Bill	09/01/2020	6965	Mezzetti Law Firm, Inc.	August services - work on Term sheet - attend V	8,923.50		198,340.40	333	0.912329	1,614.90
Bill	10/01/2020	6984	Mezzetti Law Firm, Inc.	Sept services - follow up with City, GPA- researc	5,245.50		203,585.90	303	0.830137	857.15
Bill	11/01/2020	6994	Mezzetti Law Firm, Inc.	Oct services - follow up with City, GPA- research	9,042.50		212,628.40	272	0.745205	1,315.95
Bill	12/01/2020	7004	Mezzetti Law Firm, Inc.	Nov services - follow up re status/strategy	500.50		213,128.90	242	0.663014	64.31
Bill	12/31/2020	7016	Mezzetti Law Firm, Inc.	Dec services - follow up re status/strategy/counc	2,902.75		216,031.65	212	0.580822	324.26
Bill	02/01/2021	7029	Mezzetti Law Firm, Inc.	Jan services - follow up re status/strategy/with Br	3,816.50		219,848.15	180	0.493151	359.05
Bill	03/01/2021	7042	Mezzetti Law Firm, Inc.	Feb services - various calls re status/EOA amen	1,161.50		221,009.65	152	0.416438	91.62
Bill	03/31/2021	7042-A	Mezzetti Law Firm, Inc.	Feb services - various calls re status/EOA amen	1,100.00		222,109.65	122	0.334247	69.12
Bill	04/01/2021	7068	Mezzetti Law Firm, Inc.	Mar services - prep/calls re City amendment to E	3,089.00		225,198.65	121	0.331507	192.46
Bill	05/01/2021	7085	Mezzetti Law Firm, Inc.	April services - prep/calls re Surplus Land Act	7,220.75		232,419.40	91	0.249315	335.80
Bill	06/01/2021	7104	Mezzetti Law Firm, Inc.	May services - prep/calls re Surplus Land Act	4,137.00		236,556.40	60	0.164384	125.87
Bill	07/01/2021	7123	Mezzetti Law Firm, Inc.	June services - prep/calls - public support	16,575.50		253,131.90	30	0.082192	250.26
Total Mezzetti Law Firm, Inc.					255,131.90	2,000.00	253,131.90			
Other Legal										
Bill	02/04/2020	2239.01	Matteoni, O'Laughlin & Hec	Jan services - work on resolving the Surplus Land	2,910.00		2,910.00	543	1.487671	906.71
Bill	02/21/2020	636206	Berliner Cohen LLP	Jan services re Suplus Land Act Research	13,798.60		16,708.60	526	1.441096	4,146.37
Bill	03/25/2020	638499	Berliner Cohen LLP	Feb services re Suplus Land Act Research	2,215.90		18,924.50	493	1.350685	618.75
Bill	04/22/2020	640511	Berliner Cohen LLP	March services re Suplus Land Act Research	1,305.00		20,229.50	465	1.273973	341.21
Bill	05/19/2020	641922	Berliner Cohen LLP	April services re Suplus Land Act Research	1,215.00		21,444.50	438	1.2	297.15
Bill	06/02/2020	File 2239.01	Matteoni, O'Laughlin & Hec	Balance c/f - work on resolving the Surplus Land	100.00		21,544.50	424	1.161644	23.59
Bill	07/10/2020	645014	Berliner Cohen LLP	June services re Suplus Land Act Research	2,070.00		23,614.50	386	1.057534	440.19
Bill	08/17/2020	646835	Berliner Cohen LLP	July services re Suplus Land Act Research	945.00		24,559.50	348	0.953425	179.41
Bill	09/08/2020	648394	Berliner Cohen LLP	Aug services re CEQA + possible EIR required d	90.00		24,649.50	326	0.893151	15.92
Bill	10/19/2020	651207	Berliner Cohen LLP	Sep services re follow up re CEQA + EIR	225.00		24,874.50	285	0.780822	34.42
Bill	11/11/2020	652416	Berliner Cohen LLP	Sep services re follow up re CEQA + EIR	1,890.00		26,764.50	262	0.717808	264.26
Bill	01/19/2021	656779	Berliner Cohen LLP	Dec services - strategy to get ENA extended	900.00		27,664.50	193	0.528767	91.09
Bill	02/21/2021	658290	Berliner Cohen LLP	Jan services - correspondence re ENA	141.00		27,805.50	160	0.438356	11.73
Bill	03/17/2021	660999	Berliner Cohen LLP	Feb services - correspondence with City Attorne	705.00		28,510.50	136	0.372603	49.56
Bill	04/22/2021	662917	Berliner Cohen LLP	Mar services - correspondence re Surplus Land	4,136.00		32,646.50	100	0.273973	211.84
Bill	05/20/2021	665047	Berliner Cohen LLP	April services - correspondence re Surplus Land	4,042.00		36,688.50	72	0.19726	148.02
Bill	06/24/2021	668019	Berliner Cohen LLP	MAyservices - correspondence re ENA/Econom	1,410.00		38,098.50	37	0.10137	26.30
Bill	07/14/2021	669136	Berliner Cohen LLP	June services - correspondence re SLA/revolvir	423.00		38,521.50	17	0.046575	3.61
Total Other Legal					38,521.50	0.00	38,521.50			
Total Acquisition					1,027,667.64	2,000.00	1,025,667.64			
Total 04000 - Legal Costs					1,027,667.64	2,000.00	1,025,667.64			
05000 - Marketing & Relations										
Community & Govt Relations										
Cunneen Company										
Bill	01/15/2019	Jan 15 - Feb 15	Cunneen Company	Jan 15 - Feb 15 retainer (\$2k month - \$150k afte	2,000.00		2,000.00	928	2.542466	1,179.40
Bill	02/15/2019	Feb 15 - Mar 15	Cunneen Company	Feb 15 - Mar 15 retainer (\$2k month - \$150k afte	2,000.00		4,000.00	897	2.457534	1,130.55
Bill	03/27/2019	Mar 15 - Apr 15	Cunneen Company	Mar 15 - Apr 15 retainer (\$2k month - \$150k afte	2,000.00		6,000.00	857	2.347945	1,068.62
Bill	04/25/2019	Apr 15 - May 15	Cunneen Company	Apr 15 - May 15 retainer (\$2k month - \$150k afl	2,000.00		8,000.00	828	2.268493	1,024.49
Bill	07/19/2019	May 15 - June 15	Cunneen Company	May 15 - June 15 retainer (\$2k month - \$150k al	2,000.00		10,000.00	743	2.035616	898.76
Bill	07/19/2019	June 15 - July 15	Cunneen Company	June 15 - July 15 retainer (\$2k month - \$150k af	2,000.00		12,000.00	743	2.035616	898.76
Bill	08/15/2019	July 15 - Aug 15	Cunneen Company	July 15 - Aug 15 retainer (\$2k month - \$150k aft	2,000.00		14,000.00	716	1.961644	859.93
Bill	09/27/2019	Sep 15 - Oct 15	Cunneen Company	Sep 15 - Oct 15 retainer (\$2k month - \$150k aft	2,000.00		16,000.00	673	1.843836	799.16
Bill	11/22/2019	Oct 15 - Nov 15	Cunneen Company	Oct 15 - Nov 15 retainer (\$2k month - \$150k aft	2,000.00		18,000.00	617	1.690411	721.94

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	02/03/2020	Nov 15 - Dec 15	Cunneen Company	Nov 15 - Dec 15 retainer (\$2k month - \$150k afte	2,000.00		20,000.00	544	1.490411	624.48
Bill	02/03/2020	Dec 15 - Jan 15	Cunneen Company	Dec 15 - Jan 15 retainer (\$2k month - \$150k afte	2,000.00		22,000.00	544	1.490411	624.48
Bill	02/03/2020	Jan 15 - Feb 15	Cunneen Company	Jan 15 - Feb 15 retainer (\$2k month - \$150k afte	2,000.00		24,000.00	544	1.490411	624.48
Bill	02/29/2020	Feb 15 - Mar 15	Cunneen Company	Feb 15 - Mar 15 retainer (\$2k month - \$150k afte	2,000.00		26,000.00	518	1.419178	590.61
Bill	05/24/2020	Mar 15 - Apr 15	Cunneen Company	Mar 15 - Apr 15 retainer (\$2k month - \$150k afte	2,000.00		28,000.00	433	1.186301	482.92
Bill	05/24/2020	Apr 15 - May 15	Cunneen Company	Apr 15 - May 15 retainer (\$2k month - \$150k afte	2,000.00		30,000.00	433	1.186301	482.92
Bill	07/28/2020	May 15 - June 15	Cunneen Company	May 15 - June 15 retainer (\$2k month - \$150k af	2,000.00		32,000.00	368	1.008219	403.60
Bill	07/28/2020	June 15 - July 15	Cunneen Company	June 15 - July 15 retainer (\$2k month - \$150k aft	2,000.00		34,000.00	368	1.008219	403.60
Bill	07/28/2020	July 15 - Aug 15	Cunneen Company	July 15 - Aug retainer (\$2k month - \$150k after a	2,000.00		36,000.00	368	1.008219	403.60
Bill	10/01/2020	Aug 15 - Sept 15	Cunneen Company	Aug 15 - Sept 15 retainer (\$2k month - \$150k aft	2,000.00		38,000.00	303	0.830137	326.81
Bill	10/01/2020	Sept 15 - Oct 15	Cunneen Company	Sept 15 - Oct 15 retainer (\$2k month - \$150k afte	2,000.00		40,000.00	303	0.830137	326.81
Bill	12/04/2020		Cunneen Company	Oct 15 - Nov 15 retainer (\$2k month - \$150k afte	2,000.00		42,000.00	239	0.654795	253.60
Bill	12/04/2020	Nov 15 - Dec 15	Cunneen Company	Nov 15 - Dec 15 retainer (\$2k month - \$150k afte	2,000.00		44,000.00	239	0.654795	253.60
Bill	12/04/2020	Dec 15 - Jan 15 2021	Cunneen Company	Dec 15 - Jan 15 2021 retainer (\$2k month - \$150	2,000.00		46,000.00	239	0.654795	253.60
Bill	04/01/2021	Jan 15 - Feb 15 2021	Cunneen Company	Jan 15 - Feb 15 2021 retainer (\$2k month - \$150	2,000.00		48,000.00	121	0.331507	124.61
Bill	04/01/2021	Feb 15 - Mar 15 2021	Cunneen Company	Feb 15 - Mar 15 2021 retainer (\$2k month - \$150	2,000.00		50,000.00	121	0.331507	124.61
Bill	04/01/2021	Mar 15 - Apr 15 2021	Cunneen Company	Mar 15 - Apr 15 2021 retainer (\$2k month - \$150	2,000.00		52,000.00	121	0.331507	124.61
Bill	07/27/2021	Apr 15 - Mayr 15 2021	Cunneen Company	Mar 15 - Apr 15 2021 retainer (\$2k month - \$150	2,000.00		54,000.00	4	0.010959	4.00
Bill	04/03/2021	May 15 - Jun 15 2021	Cunneen Company	Mar 15 - Apr 15 2021 retainer (\$2k month - \$150	2,000.00		56,000.00	119	0.326027	122.49
Bill	04/04/2021	Jun 15 -Jul 15 2021	Cunneen Company	Mar 15 - Apr 15 2021 retainer (\$2k month - \$150	2,000.00		58,000.00	118	0.323288	121.43
Total Cunneen Company					58,000.00	0.00	58,000.00			
Judge Quentin L. Kopp (Ret.)										
Bill	12/04/2017	Nov - Chestnut	Judge Quentin L. Kopp (Re	Meeting with Supervisor Warren Slocum with RH	500.00		500.00	1335	3.657534	474.04
Bill	11/01/2020	000001 - Sept - Oct	Judge Quentin L. Kopp (Re	Sept - Oct - assitance re Surplus Land Developm	2,250.00		2,750.00	272	0.745205	327.44
Total Judge Quentin L. Kopp (Ret.)					2,750.00	0.00	2,750.00			
Kevin Moore										
General Journal	10/01/2016	24	Kevin Moore	Paid via RUP - Community & Govt relations - Oc	2,500.00		2,500.00	1764	4.832877	3,534.11
General Journal	11/29/2016	25	Kevin Moore	Paid via RUP - Community & Govt relations - No	2,500.00		5,000.00	1705	4.671233	3,358.87
General Journal	12/01/2016	26	Kevin Moore	Paid via RUP - Community & Govt relations - De	2,500.00		7,500.00	1703	4.665753	3,353.02
General Journal	01/01/2017	27	Kevin Moore	Paid via RUP - Community & Govt relations - Jar	2,500.00		10,000.00	1672	4.580822	3,263.09
General Journal	02/01/2017	28	Kevin Moore	Paid via RUP - Community & Govt relations - Jar	2,500.00		12,500.00	1641	4.49589	3,174.53
General Journal	03/01/2017	29	Kevin Moore	Paid via RUP - Community & Govt relations - Ma	2,500.00		15,000.00	1613	4.419178	3,095.72
General Journal	04/20/2017	30	Kevin Moore	Paid via RUP - Community & Govt relations - Ap	2,500.00		17,500.00	1563	4.282192	2,957.70
General Journal	05/01/2017	31	Kevin Moore	Paid via RUP - Community & Govt relations - Ma	2,500.00		20,000.00	1552	4.252055	2,927.79
General Journal	06/01/2017	32	Kevin Moore	Paid via RUP - Community & Govt relations - Jur	2,500.00		22,500.00	1521	4.167123	2,844.39
General Journal	07/01/2017	33	Kevin Moore	Paid via RUP - Community & Govt relations - Jul	2,500.00		25,000.00	1491	4.084932	2,764.90
General Journal	08/06/2017	34	Kevin Moore	Paid via RUP - Community & Govt relations - Au	2,500.00		27,500.00	1455	3.986301	2,671.07
General Journal	09/06/2017	35	Kevin Moore	Paid via RUP - Community & Govt relations - Se	2,500.00		30,000.00	1424	3.90137	2,591.61
General Journal	10/05/2017	36	Kevin Moore	Paid via RUP - Community & Govt relations - Oc	2,500.00		32,500.00	1395	3.821918	2,518.39
General Journal	11/01/2017	37	Kevin Moore	Paid via RUP - Community & Govt relations - No	2,500.00		35,000.00	1368	3.747945	2,451.16
General Journal	12/01/2017	38	Kevin Moore	Paid via RUP - Community & Govt relations - De	2,500.00		37,500.00	1338	3.665753	2,377.52
General Journal	01/01/2018	39	Kevin Moore	Paid via RUP - Community & Govt relations - Jar	2,500.00		40,000.00	1307	3.580822	2,302.57
Bill	02/01/2018	Feb 2018	Kevin Moore	Feb consulting - Community & Govt relations	2,500.00		42,500.00	1276	3.49589	2,228.78
Bill	03/01/2018	Mar 2018	Kevin Moore	Feb consulting - Community & Govt relations	2,500.00		45,000.00	1248	3.419178	2,163.10
Bill	04/03/2018	Inv #20	Kevin Moore	April consulting - Community & Govt relations	2,500.00		47,500.00	1215	3.328767	2,086.86
Bill	05/01/2018	21	Kevin Moore	May consulting - Community & Govt relations	2,500.00		50,000.00	1187	3.252055	2,023.16
Bill	06/01/2018	Inv #22	Kevin Moore	June consulting - Community & Govt relations	2,500.00		52,500.00	1156	3.167123	1,953.66
Bill	07/02/2018	Inv #23	Kevin Moore	July consulting - Community & Govt relations	2,500.00		55,000.00	1125	3.082192	1,885.22
Bill	08/01/2018	#24 - August	Kevin Moore	Aug consulting - Community & Govt relations	2,500.00		57,500.00	1095	3	1,820.00
Bill	09/01/2018	Inv #25	Kevin Moore	Sept consulting - Community & Govt relations	2,500.00		60,000.00	1064	2.915068	1,753.62

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	09/01/2018	Inv #25	Kevin Moore	Sept consulting - Community & Govt relations - c	119.65		60,119.65	1064	2.915068	83.93
Bill	10/01/2018	#26	Kevin Moore	Oct consulting - Community & Govt relations	2,500.00		62,619.65	1034	2.832877	1,690.35
Bill	11/01/2018	Inv #27	Kevin Moore	Nov consulting - Community & Govt relations	2,500.00		65,119.65	1003	2.747945	1,625.97
Bill	12/01/2018	28	Kevin Moore	Dec consulting - Community & Govt relations	2,500.00		67,619.65	973	2.665753	1,564.60
Bill	01/02/2019	29	Kevin Moore	Jan consulting - Community & Govt relations	2,500.00		70,119.65	941	2.578082	1,500.15
Bill	02/01/2019	030	Kevin Moore	Jan consulting - Community & Govt relations	2,500.00		72,619.65	911	2.49589	1,440.65
Bill	03/01/2019	31	Kevin Moore	March consulting - Community & Govt relations	2,500.00		75,119.65	883	2.419178	1,385.92
Bill	04/01/2019	32	Kevin Moore	April consulting - Community & Govt relations	2,500.00		77,619.65	852	2.334247	1,326.21
Bill	05/01/2019	33	Kevin Moore	May consulting - Community & Govt relations	2,500.00		80,119.65	822	2.252055	1,269.30
Bill	06/04/2019	Inv#34	Kevin Moore	June consulting - Community & Govt relations	2,500.00		82,619.65	788	2.158904	1,205.82
Bill	07/01/2019	35	Kevin Moore	July consulting - Community & Govt relations	2,500.00		85,119.65	761	2.084932	1,156.18
Bill	08/01/2019	#36	Kevin Moore	Aug consulting - Community & Govt relations	2,500.00		87,619.65	730	2	1,100.00
Bill	09/01/2019	37	Kevin Moore	Sep consulting - Community & Govt relations	2,500.00		90,119.65	699	1.915068	1,044.68
Bill	10/01/2019	38	Kevin Moore	Oct consulting - Community & Govt relations	2,500.00		92,619.65	669	1.832877	991.96
Bill	10/31/2019	40	Kevin Moore	Dec consulting - Community & Govt relations	2,500.00		95,119.65	639	1.750685	940.02
Bill	11/01/2019	39	Kevin Moore	Nov consulting - Community & Govt relations	2,500.00		97,619.65	638	1.747945	938.31
Bill	01/01/2020	41	Kevin Moore	Nov consulting - Community & Govt relations	2,500.00		100,119.65	577	1.580822	835.12
Bill	02/03/2020	42	Kevin Moore	Feb consulting - Community & Govt relations	2,500.00		102,619.65	544	1.490411	780.59
Bill	03/01/2020	43	Kevin Moore	Mar consulting - Community & Govt relations	2,500.00		105,119.65	517	1.416438	736.65
Bill	04/01/2020	44	Kevin Moore	Apr consulting - Community & Govt relations	2,500.00		107,619.65	486	1.331507	686.91
Bill	05/01/2020	45	Kevin Moore	May consulting - Community & Govt relations	2,500.00		110,119.65	456	1.249315	639.51
Bill	06/01/2020	46	Kevin Moore	June consulting - Community & Govt relations	2,500.00		112,619.65	425	1.164384	591.27
Bill	07/03/2020	July 2020	Kevin Moore	July consulting - Community & Govt relations	2,500.00		115,119.65	393	1.076712	542.25
Bill	08/03/2020	48	Kevin Moore	Aug consulting - Community & Govt relations	2,500.00		117,619.65	362	0.991781	495.51
Bill	09/01/2020	49	Kevin Moore	Sept consulting - Community & Govt relations	2,500.00		120,119.65	333	0.912329	452.43
Bill	10/01/2020	50	Kevin Moore	Oct consulting - Community & Govt relations	2,500.00		122,619.65	303	0.830137	408.51
Bill	11/01/2020	51	Kevin Moore	Nov consulting - Community & Govt relations	2,500.00		125,119.65	272	0.745205	363.82
Bill	12/01/2020	52	Kevin Moore	Dec consulting - Community & Govt relations	2,500.00		127,619.65	242	0.663014	321.23
Bill	01/04/2021	53	Kevin Moore	Jan consulting - Community & Govt relations	2,500.00		130,119.65	208	0.569863	273.72
Bill	02/01/2021	54	Kevin Moore	Feb consulting - Community & Govt relations	2,500.00		132,619.65	180	0.493151	235.20
Bill	03/02/2021	#55	Kevin Moore	March consulting - Community & Govt relations	2,500.00		135,119.65	151	0.413699	195.86
Bill	04/01/2021	#56	Kevin Moore	April consulting - Community & Govt relations	2,500.00		137,619.65	121	0.331507	155.76
Bill	05/01/2021	May 2021/#57	Kevin Moore	May consulting - Community & Govt relations	2,500.00		140,119.65	91	0.249315	116.26
Bill	06/01/2021	#58	Kevin Moore	June consulting - Community & Govt relations	2,500.00		142,619.65	60	0.164384	76.06
Bill	07/01/2021	59	Kevin Moore	July consulting - Community & Govt relations	2,500.00		145,119.65	30	0.082192	37.75
Total Kevin Moore					145,119.65	0.00	145,119.65			
Mineta & Associates LLC										
General Journal	02/28/2017	40	Mineta & Associates LLC	Paid via RUP - Jul 2016 - Feb 2017 Consultancy	40,000.00		40,000.00	1614	4.421918	49,576.27
General Journal	09/14/2017	41	Mineta & Associates LLC	Paid via RUP - Mar - August 2017 Consultancy	20,000.00		60,000.00	1416	3.879452	20,570.45
General Journal	10/01/2017	42	Mineta & Associates LLC	Paid via RUP - To correct Dec 2015 to June 201	35,000.00		95,000.00	1399	3.832877	35,397.95
Bill	01/28/2019	000065	Mineta & Associates LLC	Nov - Jan 2019 Consulting	15,000.00		110,000.00	915	2.506849	8,691.18
Bill	07/21/2020	June/July	Mineta & Associates LLC	Consulting re San Calra - June/July	4,000.00		114,000.00	375	1.027397	824.04
Bill	08/10/2020	August	Mineta & Associates LLC	Consulting re San Clara - August	2,000.00		116,000.00	355	0.972603	388.04
Bill	09/04/2020	September	Mineta & Associates LLC	Consulting re San Clara - September	2,000.00		118,000.00	330	0.90411	358.41
Check	09/21/2020	1879	Mineta & Associates LLC	Advance on Santa Clara Bonus	25,000.00		143,000.00	313	0.857534	4,230.80
Bill	11/06/2020	Oct/Nov	Mineta & Associates LLC	Consulting re San Clara - September	2,000.00		145,000.00	267	0.731507	285.34
Total Mineta & Associates LLC					145,000.00	0.00	145,000.00			
Community & Govt Relations - Other										
Bill	01/29/2021	2301	McGovern & Associates Cr	January consulting	2,500.00		2,500.00	183	0.50137	239.30
Bill	02/05/2021	2307	McGovern & Associates Cr	February consulting	2,500.00		5,000.00	176	0.482192	229.74
Bill	03/05/2021	2315	McGovern & Associates Cr	March consulting	2,500.00		7,500.00	148	0.405479	191.82

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	04/08/2021	2322	McGovern & Associates C	April consulting	2,500.00		10,000.00	114	0.312329	146.49
Bill	05/04/2021	2333	McGovern & Associates C	May consulting	2,500.00		12,500.00	88	0.241096	112.34
Bill	06/04/2021	2341	McGovern & Associates C	June consulting	2,500.00		15,000.00	57	0.156164	72.20
Bill	07/06/2021	2350	McGovern & Associates C	July consulting	2,500.00		17,500.00	25	0.068493	31.42
Total Community & Govt Relations - Other					17,500.00	0.00	17,500.00			
Total Community & Govt Relations					368,369.65	0.00	368,369.65			
Market Research										
Jay W. Pauly										
General Journal	07/14/2016	22	Jay W. Pauly	Paid via RUP - Santa Clara Apartment Market A	5,000.00		5,000.00	1843	5.049315	7,553.97
General Journal	07/28/2016	23	Jay W. Pauly	Paid via RUP - Santa Clara Apartment Market A	5,238.00		10,238.00	1829	5.010959	7,821.89
Total Jay W. Pauly					10,238.00	0.00	10,238.00			
Total Market Research					10,238.00	0.00	10,238.00			
Total 05000 - Marketing & Relations					378,607.65	0.00	378,607.65			
06000 - Misc. Consultants										
Financial Analysis										
Putnam Atlantic Properties LLC										
General Journal	11/22/2016	45	Putnam Atlantic Properties	Paid via RUP - Financial Analysis - Santa Clara :	5,000.00		5,000.00	1712	4.690411	6,758.79
General Journal	02/24/2017	46	Putnam Atlantic Properties	Paid via RUP - Financial Analysis - February - S:	7,026.50		12,026.50	1618	4.432877	8,740.16
General Journal	06/01/2017	47	Putnam Atlantic Properties	Paid via RUP - Financial Analysis - May - Santa	10,000.00		22,026.50	1521	4.167123	11,377.55
General Journal	07/04/2017	48	Putnam Atlantic Properties	Paid via RUP - Financial Analysis - June - Sant	10,000.00		32,026.50	1488	4.076712	11,028.06
General Journal	08/02/2017	49	Putnam Atlantic Properties	Paid via RUP - Financial Analysis - July - Santa	10,000.00		42,026.50	1459	3.99726	10,725.64
General Journal	09/04/2017	50	Putnam Atlantic Properties	Paid via RUP - Financial Analysis - Aug - Santa	10,000.00		52,026.50	1426	3.906849	10,386.81
General Journal	10/04/2017	51	Putnam Atlantic Properties	Paid via RUP - Financial Analysis - Santa Clara :	10,000.00		62,026.50	1396	3.824658	10,083.58
Total Putnam Atlantic Properties LLC					62,026.50	0.00	62,026.50			
Total Financial Analysis					62,026.50	0.00	62,026.50			
06000 - Misc. Consultants - Other										
Bill	04/28/2020	042820	Michaels Student Living	Pre-development Consulting re student operatio	20,000.00		20,000.00	459	1.257534	5,153.77
Bill	10/15/2020	2020-062	Hallisey and Johnson	Spet 21 - Oct 12 - Surplus Land Act/Economic O	15,886.50		35,886.50	289	0.791781	2,467.15
Total 06000 - Misc. Consultants - Other					35,886.50	0.00	35,886.50			
Total 06000 - Misc. Consultants					97,913.00	0.00	97,913.00			
07000 - Misc Expenses										
Misc. Develop Exp										
General Journal	01/18/2018	241		To record ENA deposit required by City of Santa	10.00		10.00	1290	3.534247	9.05
Bill	02/14/2018	5685080	Old Republic Title Compan	City of Santa Clara Title report	550.00		560.00	1263	3.460274	483.60
Bill	05/01/2018	21	Kevin Moore	Printing of 50 proposed student housing packets	200.00		760.00	1187	3.252055	161.85
Check	10/29/2018	1120	Mission City Community Fl	Contribution	5,000.00		5,760.00	1006	2.756164	3,264.31
Bill	10/30/2018	Santa Clara Outreach	Frank M. Rapoport	Santa Clara Outreach costs	590.00		6,350.00	1005	2.753425	384.70
Bill	01/22/2019	Contribution	Committee for West Valley	Contribution - Yes on W - Committee for West Vi	1,500.00		7,850.00	921	2.523288	876.23
Bill	03/28/2019	16263	Silicon Valley Leadership C	2009 Membership fees	5,000.00		12,850.00	856	2.345205	2,667.72
Bill	03/28/2019	16263	Silicon Valley Leadership C	Sponsorship - GameChangers 2020 - Apr 26, 20	10,000.00		22,850.00	856	2.345205	5,335.44
Bill	09/11/2019	Sponsorship	Santa Clara Parade of Cha	Sponsorship - Santa Clara Parade of Champions	2,500.00		25,350.00	689	1.887671	1,027.02
Bill	10/22/2019	Gold Sponsor	Mission City Community Fl	Sponsor annual charity dinner dance	5,000.00		30,350.00	648	1.775342	1,911.05
Bill	01/01/2020	16816	Silicon Valley Leadership C	2020 Membership fees \$4,500 + \$500 for ticket t	5,000.00		35,350.00	577	1.580822	1,670.24
Bill	09/21/2020	Gold Sponsor	Mission City Community Fl	Gold Sponsorship	5,000.00		40,350.00	313	0.857534	846.16
Bill	10/26/2020	FPPC #1266738	Santa Clara's Police Office	Contribution	5,000.00		45,350.00	278	0.761644	744.84
Bill	10/26/2020	FPPC #: 1429862	Committee to Save Caltra	Contribution	5,000.00		50,350.00	278	0.761644	744.84
Bill	01/01/2021	17392	Silicon Valley Leadership C	2021 Membership fees \$4,500 + \$500 for ticket t	5,000.00		55,350.00	211	0.578082	555.76
Bill	02/22/2021	Jan Reimb	Chris Shay	Annual Lobbyist license - Santa Clara	745.00		56,095.00	159	0.435616	61.58
Bill	02/22/2021	Jan Reimb	Chris Shay	Contribution - Affordable Housing - SV@Home	500.00		56,595.00	159	0.435616	41.33
Total Misc. Develop Exp					56,595.00	0.00	56,595.00			
Misc. Travel Expenses										

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
General Journal	09/15/2014	194	Bob Mendelsohn	Paid via RUP - To record BM air travel to NYC on	677.88		677.88	2511	6.879452	1,698.28
General Journal	12/05/2016	52	Putnam Atlantic Properties	Paid via RUP - Travel reimbursement for student	3,375.74		4,053.62	1699	4.654795	4,511.80
General Journal	06/01/2017	53	Putnam Atlantic Properties	Paid via RUP - Financial Analysis - May - Santa	2,135.36		6,188.98	1521	4.167123	2,429.52
General Journal	07/03/2017	54	Scott Mendelsohn	Paid via RUP - Expense reimbursement - S. Mer	1,000.00		7,188.98	1489	4.079452	1,103.86
General Journal	09/04/2017	55	Putnam Atlantic Properties	Paid via RUP - Reimburse J. DeRiggi - travel to i	358.37		7,547.35	1426	3.906849	372.23
General Journal	11/06/2017	56	Putnam Atlantic Properties	Paid via RUP - Travel expenses - San Jose, Sar	2,916.80		10,464.15	1363	3.734247	2,845.41
Bill	02/05/2018	Jan 2018	Putnam Atlantic Properties	Jan - Travel to DC re Mayor fundrasing - - 1/3 to	265.28		10,729.43	1272	3.484932	235.50
Bill	04/09/2018	Mar 2018	Putnam Atlantic Properties	Mar - J.Deriggi travel to CA 3/12/18 to 3/15/18 -	1,557.78		12,287.21	1209	3.312329	1,291.80
Bill	05/01/2018	21	Kevin Moore	Mio Vicino/Old Quad meeting	300.00		12,587.21	1187	3.252055	242.78
Bill	05/10/2018	Apr 2018	Putnam Atlantic Properties	Apr - J.Deriggi travel to CA 4/26/18 to 4/27/18 -	748.46		13,335.67	1178	3.227397	599.63
Bill	08/05/2018	July 2018	Putnam Atlantic Properties	July - J.Deriggi travel to SF re VTA meeting	3,333.31		16,668.98	1091	2.989041	2,415.15
Bill	11/04/2018	Oct 2018	Putnam Atlantic Properties	Oct travel expenses to CA - 1/3 allocation	1,054.84		17,723.82	1000	2.739726	683.45
Bill	01/02/2019	Dec 2018	Putnam Atlantic Properties	Dec travel re VTA & City meetings	2,554.54		20,278.36	941	2.578082	1,532.87
Bill	04/04/2019	Mar 2019	Putnam Atlantic Properties	Deriggi - travel to CA - 1/3 of Santa Clara/Redw	702.58		20,980.94	849	2.326027	371.10
Bill	04/30/2019	April	Putnam Atlantic Properties	Deriggi - travel to CA - 1/3 of Santa Clara/Redw	1,015.78		21,996.72	823	2.254795	516.50
Bill	05/01/2019	May retainer	RHM Development LLC	B. Mendelsohn - May retainer 1/3 Redwood/Sout	2,500.00		24,496.72	822	2.252055	1,269.30
Bill	07/03/2019	June 2019	Putnam Atlantic Properties	50% travel to SF re San Francisco Pier	1,471.80		25,968.52	759	2.079452	678.52
Bill	08/06/2019	July 2019	Putnam Atlantic Properties	Travel to CA re Santa Clara Project VTA meeting	1,822.38		27,790.90	725	1.986301	795.30
Bill	11/22/2019	June - Nov	Bob Mendelsohn	Bob Mendelsohn expense reimbursement	183.92		27,974.82	617	1.690411	66.39
Bill	12/02/2019	Nov 2019	Putnam Atlantic Properties	Travel 50/50 re Santa Clara City meeting + SF F	1,706.51		29,681.33	607	1.663014	604.43
Bill	01/01/2020	Jan 2020	Putnam Atlantic Properties	Travel 50/50 re Santa Clara City meeting + SSF	1,604.21		31,285.54	577	1.580822	535.88
Check	01/23/2020	1567	RHM Development LLC	Travel reimbursement to BM	356.00		31,641.54	555	1.520548	113.73
Bill	04/01/2020	Mar 2020	Putnam Atlantic Properties	Mar reimbursement of DeRiggi travel expenses	672.84		32,314.38	486	1.331507	184.87
Bill	09/01/2020	Sept	Scott Mendelsohn	Misc travel expense - Scott Mendelsohn	50.00		32,364.38	333	0.912329	9.05
Total Misc. Travel Expenses					32,364.38	0.00	32,364.38			
Total 07000 - Misc Expenses					88,959.38	0.00	88,959.38			
09000 - Project Management										
Administration										
PMT Accounting & Consulting Ser										
General Journal	05/31/2016	57	PMT Accounting & Consult	Paid via RUP - May Admin 1/3 - SSF/Redwood/£	833.34		833.34	1887	5.169863	1,305.50
General Journal	07/01/2016	58	PMT Accounting & Consult	Paid via RUP -June Admin 1/3 - SSF/Redwood/£	833.34		1,666.68	1856	5.084932	1,272.64
General Journal	07/31/2016	59	PMT Accounting & Consult	Paid via RUP - July Admin 1/3 - SSF/Redwood/£	833.34		2,500.02	1826	5.00274	1,241.31
General Journal	09/01/2016	60	PMT Accounting & Consult	Paid via RUP - Aug Admin 1/3 - SSF/Redwood/£	833.34		3,333.36	1794	4.915068	1,208.41
General Journal	10/01/2016	61	PMT Accounting & Consult	Paid via RUP - Sept Admin 1/3 - SSF/Redwood/£	833.34		4,166.70	1764	4.832877	1,178.05
Total PMT Accounting & Consulting Ser					4,166.70	0.00	4,166.70			
Total Administration					4,166.70	0.00	4,166.70			
Consultants										
B.Mendelsohn										
General Journal	11/01/2015	221	Bob Mendelsohn	Paid via RPC - Nov - Consultancy (1/2)	3,750.00		2,500.00	2099	5.750685	6,949.85
General Journal	12/07/2015	222	Bob Mendelsohn	Paid via RPC - Dec - Consultancy (1/2)	3,750.00		6,250.00	2063	5.652055	6,759.16
General Journal	01/01/2016	223	Bob Mendelsohn	Paid via RPC - Jan - Consultancy (1/2)	3,750.00		10,000.00	2038	5.583562	6,628.74
General Journal	02/01/2016	224	Bob Mendelsohn	Paid via RPC - Feb - Consultancy (1/2)	3,750.00		13,750.00	2007	5.49863	6,469.26
General Journal	03/01/2016	225	Bob Mendelsohn	Paid via RPC - Mar - Consultancy (1/2)	3,750.00		17,500.00	1978	5.419178	6,322.30
General Journal	04/01/2016	226	Bob Mendelsohn	Paid via RPC - Apr - Consultancy (1/2)	3,750.00		21,250.00	1947	5.334247	6,167.53
General Journal	05/01/2016	227	Bob Mendelsohn	Paid via RPC - May - Consultancy (1/2)	3,750.00		25,000.00	1917	5.252055	6,020.02
General Journal	06/01/2016	228	Bob Mendelsohn	Paid via RUP - June - Consultancy (1/2)	3,750.00		28,750.00	1886	5.167123	5,869.90
General Journal	07/01/2016	229	Bob Mendelsohn	Paid via RPC - Jul - Consultancy (1/2)	3,750.00		32,500.00	1856	5.084932	5,726.82
General Journal	08/01/2016	230	Bob Mendelsohn	Paid via RPC - Aug - Consultancy (1/2)	3,750.00		36,250.00	1825	5	5,581.20
General Journal	09/07/2016	231	Bob Mendelsohn	Paid via RPC - Sept - Consultancy (1/2)	3,750.00		40,000.00	1788	4.89863	5,410.33
General Journal	10/08/2016	232	Bob Mendelsohn	Paid via RPC - Oct - Consultancy (1/2)	3,750.00		43,750.00	1757	4.813699	5,269.57
General Journal	11/01/2016	233	Bob Mendelsohn	Paid via RPC - Nov - Consultancy (1/2)	3,750.00		47,500.00	1733	4.747945	5,162.09

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
General Journal	12/01/2016	234	Bob Mendelsohn	Paid via RPC - Dec - Consultancy (1/2)	3,750.00		51,250.00	1703	4.665753	5,029.53
General Journal	01/12/2018	249	Bob Mendelsohn	To record January payment (paid via RHC) - 1/2	4,000.00		55,250.00	1296	3.550685	3,642.01
General Journal	02/12/2018	247		Feb - services - 1/2 allocation	3,750.00		59,000.00	1265	3.465753	3,304.30
Bill	03/01/2018	March Services	Bob Mendelsohn	Mar - services - 1/3 allocation	3,750.00		62,750.00	1248	3.419178	3,244.65
Bill	04/01/2018	April Services	RHM Development LLC	Apr services - 1/3 allocation	3,750.00		66,500.00	1217	3.334247	3,137.17
Bill	05/10/2018	May Services	RHM Development LLC	May services - 1/3 allocation	3,750.00		70,250.00	1178	3.227397	3,004.30
Bill	06/01/2018	June	Bob Mendelsohn	June services - 1/3 allocation	3,750.00		74,000.00	1156	3.167123	2,930.49
Bill	07/01/2018	July Services	Bob Mendelsohn	Jul services - 1/3 allocation	3,750.00		77,750.00	1126	3.084932	2,831.12
Bill	08/01/2018	Aug Services	RHM Development LLC	Aug services - 1/3 allocation	3,750.00		81,500.00	1095	3	2,730.00
Bill	09/01/2018	Sept services	RHM Development LLC	Sep services - 1/3 allocation	3,750.00		85,250.00	1064	2.915068	2,630.43
Bill	10/01/2018	Oct services	RHM Development LLC	Oct services - 1/3 allocation	3,750.00		89,000.00	1034	2.832877	2,535.53
Bill	11/01/2018	Nov Services	RHM Development LLC	Nov services - 1/3 allocation	3,750.00		92,750.00	1003	2.747945	2,438.95
Bill	12/01/2018	Dec Services	RHM Development LLC	Dec Services - 1/3 allocation	3,750.00		96,500.00	973	2.665753	2,346.90
Bill	01/01/2019	Jan retainer	RHM Development LLC	Jan Services - 1/3 allocation	3,750.00		100,250.00	942	2.580822	2,253.22
General Journal	02/15/2019	243	RHM Development LLC	To record February payment - 1/3 allocation	3,750.00		104,000.00	897	2.457534	2,119.78
General Journal	03/15/2019		RHM Development LLC	To record March payment - 1/3 allocation	3,750.00		107,750.00	869	2.380822	2,038.26
Bill	04/15/2019	April retainer	RHM Development LLC	B. Mendelsohn - April retainer 1/2	3,750.00		111,500.00	838	2.29589	1,949.32
Bill	06/01/2019	June Retainer	RHM Development LLC	B. Mendelsohn - June retainer 1/2	3,750.00		115,250.00	791	2.167123	1,817.07
General Journal	06/10/2019	257		June additional services - 1/2 allocation	8,750.00		123,999.99	782	2.142466	4,181.56
Bill	07/01/2019	July retainer	RHM Development LLC	B. Mendelsohn - July retainer 1/2	3,750.00		127,749.99	761	2.084932	1,734.27
Bill	07/01/2019	July Consultancy	RHM Development LLC - E	July additional services - 1/2 allocation	8,750.00		136,499.99	761	2.084932	4,046.63
Bill	08/01/2019	Aug retainer	RHM Development LLC	B. Mendelsohn - Aug retainer 1/2	3,750.00		140,249.99	730	2	1,650.00
Bill	08/01/2019	Aug Consultancy	RHM Development LLC - E	Aug additional services - 1/2 allocation	8,750.00		148,999.99	730	2	3,850.00
General Journal	09/03/2019	243	Bob Mendelsohn	To record Sept payment to RHM - 1/2 allocation	12,500.00		161,499.99	697	1.909589	5,205.72
General Journal	10/01/2019	248	Bob Mendelsohn	To record Oct payment to RHM - 1/2 allocation	12,500.00		173,999.98	669	1.832877	4,959.81
General Journal	10/31/2019	253	Bob Mendelsohn	To record Oct payment to RHM - 1/2 allocation	12,500.00		186,499.98	639	1.750685	4,700.12
General Journal	11/27/2019	263	Bob Mendelsohn	To record Dec payment to RHM - 1/2 allocation	12,500.00		198,999.97	612	1.676712	4,469.70
General Journal	12/23/2019	269	Bob Mendelsohn	To record Dec payment to RHM - 1/2 allocation	12,500.00		211,499.97	586	1.605479	4,250.73
General Journal	01/30/2020	276	Bob Mendelsohn	To record Feb payment to RHM - 1/2 allocation	12,500.00		223,999.96	548	1.50137	3,935.78
General Journal	02/28/2020	281	Bob Mendelsohn	To record Oct payment to RHM - 1/2 allocation	12,500.00		236,499.96	519	1.421918	3,699.41
General Journal	04/01/2020	253	Bob Mendelsohn	To record Apr payment to RHM - 1/2 allocation	12,500.00		248,999.95	486	1.331507	3,434.57
General Journal	04/30/2020	260	Bob Mendelsohn	To record April payment to RHM - 1/2 allocation	12,500.00		261,499.95	457	1.252055	3,205.41
General Journal	06/01/2020	265	Bob Mendelsohn	To record June payment to RHM - 1/2 allocation	12,500.00		273,999.95	425	1.164384	2,956.36
General Journal	07/01/2020	271	Bob Mendelsohn	To record June payment to RHM - 1/2 allocation	12,500.00		286,499.95	395	1.082192	2,726.47
General Journal	08/01/2020	279	Bob Mendelsohn	To record July payment to RHM - 1/2 allocation	12,500.00		298,999.95	364	0.99726	2,492.51
General Journal	09/01/2020	286	Bob Mendelsohn	To record Sept payment to RHM - 1/2 allocation	12,500.00		311,499.95	333	0.912329	2,262.14
General Journal	10/01/2020	295	Bob Mendelsohn	To record Oct payment to RHM - 1/2 allocation	12,500.00		323,999.95	303	0.830137	2,042.57
General Journal	11/01/2020	298	Bob Mendelsohn	To record Nov payment to RHM - 1/2 allocation	12,500.00		336,499.94	272	0.745205	1,819.12
General Journal	12/01/2020	304	Bob Mendelsohn	To record Dec payment to RHM - 1/2 allocation	12,500.00		348,999.94	242	0.663014	1,606.14
General Journal	01/04/2021	308	Bob Mendelsohn	To record Jan payment to RHM - 1/2 allocation	12,500.00		361,499.93	208	0.569863	1,368.59
General Journal	01/29/2021	312	Bob Mendelsohn	To record Jan payment to RHM - 1/2 allocation	12,500.00		373,999.93	183	0.50137	1,196.48
General Journal	03/01/2021	318	Bob Mendelsohn	To record Mar payment to RHM - 1/2 allocation	12,500.00		386,499.92	152	0.416438	986.03
General Journal	04/01/2021	333	Bob Mendelsohn	To record Apr payment to RHM - 1/2 allocation	12,500.00		398,999.92	121	0.331507	778.81
General Journal	04/30/2021	349	Bob Mendelsohn	To record May payment to RHM - 1/2 allocation	12,500.00		411,499.91	92	0.252055	587.84
General Journal	06/01/2021	354	Bob Mendelsohn	To record June payment to RHM - 1/2 allocation	12,500.00		423,999.91	60	0.164384	380.30
General Journal	07/01/2021	368	Bob Mendelsohn	To record July payment to RHM - 1/2 allocation	12,500.00		436,499.90	30	0.082192	188.73
Total B.Mendelsohn					437,749.90	0.00	436,499.90			
Putnam Atlantic Properties LLC										
General Journal	10/04/2017	235	Putnam Atlantic Properties	Paid via RUP - Sept services - 1/3 to Santa Cla	3,333.33		3,333.33	1396	3.824658	3,361.19
General Journal	11/06/2017	62	Putnam Atlantic Properties	Paid via RUP - Oct Services re Santa Clara/Red	3,333.33		6,666.66	1363	3.734247	3,251.74
General Journal	11/06/2017	236	Putnam Atlantic Properties	Paid via RUP - Oct services - 1/3 to Santa Cla	3,333.33		9,999.99	1363	3.734247	3,251.74

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
General Journal	12/05/2017	63	Putnam Atlantic Properties	Paid via RUP - Nov Services re Santa Clara/Rec	3,333.32		13,333.32	1334	3.654795	3,157.04
General Journal	12/05/2017	237	Putnam Atlantic Properties	Paid via RUP - Nov services - 1/3 to Santa Clar	3,333.33		16,666.65	1334	3.654795	3,157.04
General Journal	01/03/2018	64	Putnam Atlantic Properties	Paid via RUP - Dec Services re Santa Clara/Rec	5,000.00		21,666.65	1305	3.575342	4,595.55
General Journal	01/03/2018	238	Putnam Atlantic Properties	Paid via RUP - Dec - Development fee - 1/3 of \$	3,666.67		25,333.32	1305	3.575342	3,370.08
Bill	02/05/2018	Jan 2018	Putnam Atlantic Properties	Jan - Development fee - 1/3 to Santa Clara/Red	6,666.67		31,999.99	1272	3.484932	5,918.24
Bill	03/09/2018	Feb 2018	Putnam Atlantic Properties	Feb - Development fee - 1/3 of Santa Clara/Red	6,666.67		38,666.66	1240	3.39726	5,718.68
Bill	04/09/2018	Mar 2018	Putnam Atlantic Properties	Mar - Development fee - 1/3 of Santa Clara/Red	6,666.67		45,333.33	1209	3.312329	5,528.37
Bill	05/10/2018	Apr 2018	Putnam Atlantic Properties	Apr - Development fee - 1/3 of Santa Clara/Redv	6,666.67		52,000.00	1178	3.227397	5,340.99
Bill	06/04/2018	May	Putnam Atlantic Properties	May - Development fee - 1/3 of Santa Clara/Red	6,666.67		58,666.67	1153	3.158904	5,191.97
Bill	07/10/2018	June 2018	Putnam Atlantic Properties	June - Development fee - 1/3 of Santa Clara/Rec	6,666.67		65,333.34	1117	3.060274	4,980.63
Bill	08/05/2018	July 2018	Putnam Atlantic Properties	July - Development fee - 1/3 of Santa Clara/Red	6,666.67		72,000.01	1091	2.989041	4,830.34
Bill	09/09/2018	Aug 2018	Putnam Atlantic Properties	Aug - Development fee - 1/3 of Santa Clara/Red	6,666.67		78,666.68	1056	2.893151	4,631.09
Bill	10/09/2018	Sept	Putnam Atlantic Properties	Sep - Development fee - 1/3 of Santa Clara/Red	6,666.67		85,333.35	1026	2.810959	4,463.05
Bill	11/04/2018	Oct 2018	Putnam Atlantic Properties	Oct - Development fee - 1/3 of Santa Clara/Redv	6,863.33		92,196.68	1000	2.739726	4,446.86
Bill	12/04/2018	Nov 2018	Putnam Atlantic Properties	Nov - Development fee - 1/3 of Santa Clara/Red	6,470.00		98,666.68	970	2.657534	4,033.43
Bill	01/02/2019	Dec 2018	Putnam Atlantic Properties	Dec - Development fee - 1/3 of Santa Clara/Red	6,666.67		105,333.35	941	2.578082	4,000.39
Bill	02/06/2019	Jan 2019	Putnam Atlantic Properties	Jan - Development fee - 1/3 of Santa Clara/Redv	6,666.67		112,000.02	906	2.482192	3,815.52
Bill	03/10/2019	Feb 2019	Putnam Atlantic Properties	Feb - Development fee - 1/3 of Santa Clara/Red	6,666.67		118,666.69	874	2.394521	3,649.30
Bill	04/04/2019	Mar 2019	Putnam Atlantic Properties	Mar - Development fee - 1/3 of Santa Clara/Red	6,666.67		125,333.36	849	2.326027	3,521.28
Bill	04/30/2019	April	Putnam Atlantic Properties	Apr - Development fee - 1/3 of Santa Clara/Redv	6,666.67		132,000.03	823	2.254795	3,389.82
Bill	06/07/2019	May 2019	Putnam Atlantic Properties	May - Development fee - 1/3 of Santa Clara/Red	6,666.67		138,666.70	785	2.150685	3,200.73
Bill	07/03/2019	June 2019	Putnam Atlantic Properties	June - Development fee - 1/3 of Santa Clara/Rec	6,666.67		145,333.37	759	2.079452	3,073.41
Bill	08/06/2019	July 2019	Putnam Atlantic Properties	July - Development fee - 1/3 of Santa Clara/Red	6,666.67		152,000.04	725	1.986301	2,909.39
Bill	09/01/2019	Aug 2019	Putnam Atlantic Properties	Aug - Development fee - 1/3 of Santa Clara/Red	6,666.67		158,666.71	699	1.915068	2,785.83
Bill	10/05/2019	10/05/2019	Putnam Atlantic Properties	Sep - Development fee - 1/3 of Santa Clara/Red	6,666.67		165,333.38	665	1.821918	2,626.65
Bill	11/03/2019	Oct 2019	Putnam Atlantic Properties	Oct - Development fee - 1/3 of Santa Clara/Redv	6,666.67		172,000.05	636	1.742466	2,492.99
Bill	12/02/2019	Nov 2019	Putnam Atlantic Properties	Nov - Development fee - 1/3 of Santa Clara/Red	6,666.67		178,666.72	607	1.663014	2,361.27
Bill	01/01/2020	Jan 2020	Putnam Atlantic Properties	Dec - Development fee - 1/3 of Santa Clara/Red	6,666.67		185,333.39	577	1.580822	2,226.99
Bill	02/01/2020	Jan	Putnam Atlantic Properties	Jan - Development fee - 1/3 of Santa Clara/Redv	6,666.67		192,000.06	546	1.49589	2,090.33
Bill	03/01/2020	Feb 2020	Putnam Atlantic Properties	Feb - Development fee - 1/3 of Santa Clara/Red	6,666.67		198,666.73	517	1.416438	1,964.39
Bill	04/01/2020	Mar 2020	Putnam Atlantic Properties	Mar - Development fee - 1/3 of Santa Clara/Red	6,666.67		205,333.40	486	1.331507	1,831.77
Bill	04/30/2020	April 2020	Putnam Atlantic Properties	Apr - Development fee - 1/3 of Santa Clara/Redv	6,666.67		212,000.07	457	1.252055	1,709.55
Bill	06/02/2020	May 2020	Putnam Atlantic Properties	May - Development fee - 1/2 of Santa Clara/Red	10,000.00		222,000.07	424	1.161644	2,358.92
Bill	07/03/2020	June 2020	Putnam Atlantic Properties	June - Development fee - 1/2 of Santa Clara/Rec	10,000.00		232,000.07	393	1.076712	2,169.01
Bill	08/03/2020	July 2020	Putnam Atlantic Properties	July - Development fee - 1/2 of Santa Clara/Red	10,000.00		242,000.07	362	0.991781	1,982.03
Bill	09/01/2020	Aug 2020	Putnam Atlantic Properties	Aug - Development fee - 1/2 of Santa Clara/Red	10,000.00		252,000.07	333	0.912329	1,809.71
Bill	10/02/2020	Sept 2020	Putnam Atlantic Properties	Aug - Development fee - 1/2 of Santa Clara/Red	10,000.00		262,000.07	302	0.827397	1,628.25
Bill	11/03/2020	Oct 2020	Putnam Atlantic Properties	Oct - Development fee - 1/3 of Santa Clara/Red	6,666.67		268,666.74	270	0.739726	962.57
Bill	12/01/2020	Nov 2020	Putnam Atlantic Properties	Nov - Development fee - 1/3 of Santa Clara/Rec	6,666.67		275,333.41	242	0.663014	856.61
Bill	01/04/2021	Dec 2020	Putnam Atlantic Properties	Nov - Development fee - 1/3 of Santa Clara/Rec	6,666.67		282,000.08	208	0.569863	729.92
Bill	02/02/2021	Jan 2021	Putnam Atlantic Properties	Jan - Development fee - 1/3 of Santa Clara/Redv	6,666.67		288,666.75	179	0.490411	623.54
Bill	03/02/2021	Feb 2021	Putnam Atlantic Properties	Feb - Development fee - 1/3 of Santa Clara/Red	6,666.67		295,333.42	151	0.413699	522.29
Bill	04/02/2021	Mar 2021	Putnam Atlantic Properties	Mar - Development fee - 1/3 of Santa Clara/Red	6,666.67		302,000.09	120	0.328767	411.83
Bill	05/03/2021	Apr 2021	Putnam Atlantic Properties	Apr - Development fee - 1/3 of Santa Clara/Redv	6,666.67		308,666.76	89	0.243836	303.06
Bill	06/01/2021	May 2021	Putnam Atlantic Properties	May - Development fee - 1/3 of Santa Clara/Red	6,666.67		315,333.43	60	0.164384	202.83
Bill	07/01/2021	June 2021	Putnam Atlantic Properties	June - Development fee - 1/3 of Santa Clara/Rec	6,666.67		322,000.10	30	0.082192	100.65
Total Putnam Atlantic Properties LLC					322,000.10	0.00	322,000.10			
S. Mendelsohn										
General Journal	11/01/2015	221	Scott Mendelsohn	Paid via RUP - Nov - Consultancy (1/2)	2,500.00		1,666.67	2099	5.750685	4,633.23
General Journal	12/07/2015	222	Scott Mendelsohn	Paid via RUP - Dec - Consultancy (1/2)	2,500.00		3,333.34	2063	5.652055	4,506.11
General Journal	01/01/2016	223	Scott Mendelsohn	Paid via RUP - Jan - Consultancy (1/2)	2,500.00		5,000.01	2038	5.583562	4,419.16

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
General Journal	02/01/2016	224	Scott Mendelsohn	Paid via RUP - Feb - Consultancy (1/2)	2,500.00		6,666.68	2007	5.49863	4,312.84
General Journal	03/01/2016	225	Scott Mendelsohn	Paid via RUP - Mar - Consultancy (1/2)	2,500.00		8,333.35	1978	5.419178	4,214.86
General Journal	04/01/2016	226	Scott Mendelsohn	Paid via RUP - Apr - Consultancy (1/2)	2,500.00		10,000.02	1947	5.334247	4,111.69
General Journal	05/01/2016	227	Scott Mendelsohn	Paid via RUP - May - Consultancy (1/2)	2,500.00		11,666.69	1917	5.252055	4,013.35
General Journal	06/01/2016	228	Scott Mendelsohn	Paid via RUP - June - Consultancy (1/2)	2,500.00		13,333.36	1886	5.167123	3,913.27
General Journal	07/01/2016	229	Scott Mendelsohn	Paid via RUP - Jul - Consultancy (1/2)	2,500.00		15,000.03	1856	5.084932	3,817.88
General Journal	08/01/2016	230	Scott Mendelsohn	Paid via RUP - Aug - Consultancy (1/2)	2,500.00		16,666.70	1825	5	3,720.80
General Journal	09/07/2016	231	Scott Mendelsohn	Paid via RUP - Sept - Consultancy (1/2)	2,500.00		18,333.37	1788	4.89863	3,606.88
General Journal	10/08/2016	232	Scott Mendelsohn	Paid via RUP - Oct - Consultancy (1/2)	2,500.00		20,000.04	1757	4.813699	3,513.05
General Journal	11/01/2016	233	Scott Mendelsohn	Paid via RUP - Nov - Consultancy (1/2)	2,500.00		21,666.71	1733	4.747945	3,441.39
General Journal	12/01/2016	234	Scott Mendelsohn	Paid via RUP - Dec - Consultancy (1/2)	2,500.00		23,333.38	1703	4.665753	3,353.02
General Journal	11/01/2017	65	Scott Mendelsohn	Paid via RUP - Nov services - 50%	2,500.00		25,000.05	1368	3.747945	2,451.16
General Journal	12/01/2017	66	Scott Mendelsohn	Paid via RUP - Dec services - 50%	2,500.00		26,666.72	1338	3.665753	2,377.52
General Journal	12/11/2017	67	Scott Mendelsohn	Paid via RUP - Year end bonus - 50%	2,500.00		28,333.39	1328	3.638356	2,353.22
General Journal	01/01/2018	68	Scott Mendelsohn	Paid via RUP - Jan 2018 Consultancy - 50%	3,750.00		30,833.39	1307	3.580822	3,453.86
General Journal	01/01/2018			To correct 12/31/17 transfer Santa Clara Progra		10,000.00	20,833.39	1307	3.580822	-
Bill	02/01/2018	Feb	Scott Mendelsohn	Feb - 1/2 allocation	3,750.00		23,333.39	1276	3.49589	3,343.17
Bill	03/01/2018	Mar Consultancy	Scott Mendelsohn	Mar - 1/2 allocation	3,750.00		25,833.39	1248	3.419178	3,244.65
Bill	04/02/2018	021	Scott Mendelsohn	Apr - 1/2 allocation	3,750.00		28,333.39	1216	3.331507	3,133.73
Bill	05/01/2018	22	Scott Mendelsohn	May - 1/2 allocation	3,750.00		30,833.39	1187	3.252055	3,034.74
Bill	06/01/2018	June Consultancy	Scott Mendelsohn	June - 1/2 allocation	3,750.00		33,333.39	1156	3.167123	2,930.49
Bill	07/05/2018	#24	Scott Mendelsohn	July - 1/2 allocation	3,750.00		35,833.39	1122	3.073973	2,817.99
Bill	08/01/2018	#25 - August	Scott Mendelsohn	Aug - 1/2 allocation	3,750.00		38,333.39	1095	3	2,730.00
Bill	09/01/2018	#26	Scott Mendelsohn	Sept - 1/2 allocation	3,750.00		40,833.39	1064	2.915068	2,630.43
Bill	10/01/2018	027	Scott Mendelsohn	Oct - 1/2 allocation	3,750.00		43,333.39	1034	2.832877	2,535.53
Bill	11/01/2018	Nov Consultancy	Scott Mendelsohn	Nov - 1/2 allocation	3,750.00		45,833.39	1003	2.747945	2,438.95
Bill	11/29/2018	Bonus	Scott Mendelsohn	2018 bonus - 1/2 allocation	5,000.00		49,166.73	975	2.671233	3,137.32
Bill	12/01/2018	29	Scott Mendelsohn	Dec - 1/2 allocation	2,500.00		51,666.73	973	2.665753	1,564.60
Bill	01/01/2019	030	Scott Mendelsohn	Jan - 1/2 allocation	4,166.67	12,500.01	54,444.51	942	2.580822	2,503.58
Bill	02/01/2019	031	Scott Mendelsohn	Feb - 1/2 allocation	4,166.67		57,222.29	911	2.49589	2,401.08
Bill	03/01/2019	March	Scott Mendelsohn	Mar - 1/2 allocation	4,166.67		60,000.07	883	2.419178	2,309.86
Bill	04/01/2019	33	Scott Mendelsohn	Apr- 1/2 allocation	4,166.67		62,777.85	852	2.334247	2,210.35
Bill	05/01/2019	34	Scott Mendelsohn	May - 1/2 allocation	4,166.67		65,555.63	822	2.252055	2,115.50
Bill	06/01/2019	035	Scott Mendelsohn	June - 1/2 allocation	5,000.00		68,888.96	791	2.167123	2,422.76
Bill	07/01/2019	36	Scott Mendelsohn	July - 1/2 allocation	5,000.00		72,222.29	761	2.084932	2,312.36
Bill	08/01/2019	037	Scott Mendelsohn	Aug - 1/2 allocation	5,000.00		75,555.62	730	2	2,200.00
Bill	09/01/2019	038	Scott Mendelsohn	Sept - 1/2 allocation	5,000.00		78,888.95	699	1.915068	2,089.37
Bill	10/01/2019	39	Scott Mendelsohn	Oct - 1/2 allocation	5,000.00		82,222.28	669	1.832877	1,983.92
Bill	11/01/2019	040	Scott Mendelsohn	Nov - 1/2 allocation	5,000.00		85,555.61	638	1.747945	1,876.61
Bill	12/01/2019	41	Scott Mendelsohn	Dec - 1/2 allocation	5,000.00		88,888.94	608	1.665753	1,774.33
Check	12/09/2019	1494	Scott Mendelsohn	Bonus for 2019 services - 1/2 allocation	10,000.00		95,555.61	600	1.643836	3,494.63
Bill	01/01/2020	042	Scott Mendelsohn	Jan - 1/2 allocation	5,000.00		98,888.94	577	1.580822	1,670.24
Bill	02/01/2020	043	Scott Mendelsohn	Feb - 1/2 allocation	5,000.00		102,222.27	546	1.49589	1,567.75
Bill	03/01/2020	44	Scott Mendelsohn	Mar - 1/2 allocation	5,000.00		105,555.60	517	1.416438	1,473.29
Bill	04/01/2020	45	Scott Mendelsohn	Apr - 1/2 allocation	5,000.00		108,888.93	486	1.331507	1,373.83
Bill	05/01/2020	46	Scott Mendelsohn	May - 1/2 allocation	5,000.00		113,888.93	456	1.249315	1,279.03
Bill	06/01/2020	047	Scott Mendelsohn	June - 1/2 allocation	5,000.00		118,888.93	425	1.164384	1,182.55
Bill	07/01/2020	48	Scott Mendelsohn	July - 1/2 allocation	5,000.00		123,888.93	395	1.082192	1,090.59
Bill	08/01/2020	49	Scott Mendelsohn	August - 1/2 allocation	5,000.00		128,888.93	364	0.99726	997.00
Bill	09/01/2020	Sept	Scott Mendelsohn	Sept - 1/2 allocation	5,000.00		133,888.93	333	0.912329	904.86
Bill	10/01/2020	051	Scott Mendelsohn	Oct - 1/2 allocation	5,000.00		138,888.93	303	0.830137	817.03

Summary of Santa Clara Costs plus accrued interest to July 31, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance	O/S	# Years	Interest
Bill	11/02/2020	Nov - #52	Scott Mendelsohn	Nov - 1/2 allocation	5,000.00		142,222.26	271	0.742466	724.79
Bill	12/01/2020	053	Scott Mendelsohn	Dec - 1/2 allocation	50,000.00		145,555.59	242	0.663014	6,424.57
Check	12/15/2020	1986	Scott Mendelsohn	Bonus for 2020 services - 1/2 allocation	10,000.00		152,222.26	228	0.624658	1,206.27
Bill	01/04/2021	54	Scott Mendelsohn	Jan - 1/2 allocation	5,750.00		156,055.59	208	0.569863	629.55
Bill	02/01/2021	055	Scott Mendelsohn	Feb - 1/2 allocation	5,750.00		159,888.92	180	0.493151	540.95
Bill	03/01/2021	#56	Scott Mendelsohn	Mar - 1/2 allocation	5,750.00		163,722.25	152	0.416438	453.57
Bill	04/01/2021	#057	Scott Mendelsohn	Apr - 1/2 allocation	5,750.00		167,555.58	121	0.331507	358.25
Bill	05/01/2021	58	Scott Mendelsohn	May - 1/2 allocation	5,750.00		171,388.91	91	0.249315	267.40
Bill	06/01/2021	#59	Scott Mendelsohn	June - 1/2 allocation	5,750.00		175,222.24	60	0.164384	174.94
Bill	07/01/2021	#060	Scott Mendelsohn	July - 50% allocation	5,750.00		177,138.91	30	0.082192	86.81
Total S. Mendelsohn					312,333.32	22,500.01	177,138.91			1,821,423.91
Total Consultants					1,072,083.32	22,500.01	935,638.91			
Total 09000 - Project Management					1,076,250.02	22,500.01	939,805.61			
TOTAL					3,793,666.09	37,270.89	3,642,450.80			1,821,423.91

Project Costs	3,642,450.80
Interest to 7/31/21	1,821,423.91
\$	5,463,874.71

Exhibit B

Republic Santa Clara Project - Lost Opportunity			
	<u>JV Investor</u>	<u>Republic</u>	<u>Project</u>
Total Equity Investment	\$39,402,991	\$4,378,110	\$43,781,101
Gross Income & Proceeds Projected	\$82,082,032	\$18,863,141	\$100,945,173
Net Profit - Lost Opportunity Cost	\$42,679,041	\$14,485,031	\$57,164,072

1 **PROOF OF SERVICE**

2 The undersigned declares:

3 I am employed in the County of San Francisco, State of California. I am over the age of
4 18 and am not a party to the within action; my business address is c/o Nossaman LLP, 50
California Street, 34th Floor, San Francisco, CA 94111.

5 On March 4, 2022, I served the foregoing DECLARATION OF BRENDAN F.
6 MACAULAY IN SUPPORT OF DEMURRER OF CITY OF SANTA CLARA TO PLAINTIFF
REPUBLIC METROPOLITAN'S COMPLAINT AND MOTION TO STRIKE PORTIONS OF
7 PLAINTIFF'S COMPLAINT on parties to the within action as follows:

8 ☐ (By U.S. Mail) On the same date, at my said place of business, Copy enclosed in a sealed
envelope, addressed as shown on the attached service list was placed for collection and
9 mailing following the usual business practice of my said employer. I am readily familiar
with my said employer's business practice for collection and processing of
10 correspondence for mailing with the United States Postal Service, and, pursuant to that
practice, the correspondence would be deposited with the United States Postal Service,
11 with postage thereon fully prepaid, on the same date at San Francisco, California.

12 ☐ (By Facsimile) I served a true and correct copy by facsimile pursuant to C.C.P. 1013(e),
to the number(s) listed on the attached sheet. Said transmission was reported complete
13 and without error. A transmission report was properly issued by the transmitting
facsimile machine, which report states the time and date of sending and the telephone
14 number of the sending facsimile machine. A copy of that transmission report is attached
hereto.

15 ☐ (By Overnight Service) I served a true and correct copy by overnight delivery service for
16 delivery on the next business day. Each copy was enclosed in an envelope or package
designated by the express service carrier; deposited in a facility regularly maintained by
17 the express service carrier or delivered to a courier or driver authorized to receive
documents on its behalf; with delivery fees paid or provided for; addressed as shown on
18 the accompanying service list.

19 ☐ (By Electronic Service) By emailing true and correct copies to the persons at the
20 electronic notification address(es) shown on the accompanying service list. The
document(s) was/were served electronically and the transmission was reported as
21 complete and without error.

22 ☒ (By Electronic Service) Pursuant to California Rules of Court, rules 2.251(a)(2) and
23 2.251(a)(3), by submitting an electronic version of the document(s) to One Legal,
through the user interface at www.onelegal.com, I caused the document(s) to be sent to
24 the person(s) listed on the attached service list.

25 Executed on March 4, 2022.

26 ☒ (STATE) I declare under penalty of perjury under the laws of the State of California that
the foregoing is true and correct.

27 /s/ Anthony Levintow
28 Anthony Levintow

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SERVICE LIST

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