

**2024 COMMERCIAL LEASE AGREEMENT  
FOR RADIO ANTENNA PLACEMENT ON THE ROOF TOP OF BURNS TOWER AT  
THE UNIVERSITY OF THE PACIFIC**

This Lease ("Agreement") is made and entered into on Upon Execution ("Effective Date") by and between the City of Stockton, a municipal corporation organized and existing under the laws of the State of California ("Lessee" or "Tenant"), and University of the Pacific, a California nonprofit public benefit corporation ("Lessor"). The Lessor and Lessee may be referred to collectively as "Parties" or in the singular as "Party" as the context requires.

**ARTICLE 1: PREMISES**

Lessor owns land and improvements of the commercial property known as 3601 Pacific Avenue, Stockton, CA 95211 ("Real Property"). Tenant wishes to install, maintain, upgrade as needed and operate the City of Stockton Public Safety radio communication system equipment and antennas, including all necessary structures devices, equipment, connections, and other appurtenances (collectively, "Antennas") located on and within a portion of Burns Tower located on the Real Property as more specifically described in Exhibit A attached hereto ("Premises"). Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises for the sole purpose of erecting, maintaining, installing, repairing and leasing the Antennas.

**ARTICLE 2: TERM, TERMINATION, AND DEFAULT**

2.1 Initial Term. Parties agree the Lessor will lease the Premises to the Lessee for a term beginning on the Effective Date and ending on December 31, 2044 ("Initial Term"), unless terminated by Section 2.4 or a mutual option is exercised by Section 2.2.

2.2 Mutual Option for Renewal Term. If Lessee elects by providing written notice as provided below, and Lessor agrees in writing prior to the end of the Initial Term, this Lease will extend for a Renewal Term of five (5) years, beginning on January 1, 2045, and terminating on December 31, 2049 ("Renewal Term"), provided that:

2.2.1 No material default or breach of this Lease has occurred and continues uncured for more than thirty (30) days after written notice of default or breach, and

2.2.2 Lessee provides a written notice of Lessee's request to exercise the renewal option on or before September 30, 2044, and

2.2.3 The Renewal Term is subject to the same terms and conditions as in this Lease, except that the monthly lease payment for the Renewal Term is specified in Article 3 Lease Payments below.

2.3 Holdover. If at the expiration of the Term, including the Renewal Term, Lessee continues to use the Premises and follow the terms of this Lease with the consent of the Lessor, the Lease shall continue on a month-to-month basis, subject to all terms and conditions of the Lease. During the month-to-month operation, either Party shall terminate the Lease upon thirty (30) days' written notice.

2.4 Termination of Lease. This Lease can be terminated in accordance with the following provisions:

2.4.1 Breach. Each party shall have the right to terminate this Agreement in the event of the other party's material breach of an obligation, representation, or warranty set forth in this Agreement; provided, however, that such termination will not become effective unless and until (i) the party not in default has given the other party written notice of breach, which notice shall state in reasonable detail the nature of said breach, and (ii) the party allegedly in default shall have failed to remedy said default to the reasonable satisfaction of the party not in default within ten (10) business days following the giving of the notice.

2.4.2 Mutual Renewal is Not Executed. If a mutual option for renewal is not executed prior to the end of the Initial Term, the Lease shall terminate without further obligation by either Party on the last day of the term or another date as mutually agreed upon in writing.

2.4.3 Holdover. The Agreement may be terminated in the holdover term according to Article 2.3.

2.4.4 Mutual Agreement. Upon mutual agreement by the parties, and sixty (60) days' written notice.

2.4.5 Damage and Destruction. If the Premises become, or is reasonably expected to become, unusable for the intended purpose for a period of at least six (6) months or more as a result of Damages as defined in Section 5.6 below, Lessee shall have the right to terminate the Lease upon thirty (30) days' written notice.

2.4.6 Surrender. Upon expiration or other termination of this Lease, Lessee shall surrender Premises in good order as reasonable use, and everyday wear are accepted.

2.5 Effect of Termination. Upon the expiration of the Term or earlier termination hereof, Lessee, shall at Lessee's sole cost and expense, remove the Antennas and all appurtenances thereto, and restore the Premises to substantially the same condition that existed prior to the installation of said Antennas. In the event that Lessee shall not remove the Antennas within sixty (60) calendar days after the termination hereof, Lessor may, at its option, either retain the Antennas as the Property of Lessor or remove the Antennas,

and Lessee shall reimburse Lessor on demand for all costs and expenses of such removal.

### **ARTICLE 3: LEASE PAYMENTS**

3.1 Initial Term Lease Payments. For the Initial Term, Lessee will pay Lessor an annual amount in advance, within 15 days after the Lease anniversary date according to the following payment schedule under Section 3.3, Section 3.4, and Section 3.5.

<b>Years</b>	<b>Lease Amount</b>
1	\$ 30,000.00
2	\$ 30,900.00
3	\$ 31,827.00
4	\$ 32,781.81
5	\$ 33,765.26
6	\$ 34,778.22
7	\$ 35,821.57
8	\$ 36,896.22
9	\$ 38,003.10
10	\$ 39,143.20
11	\$ 40,317.49
12	\$ 41,527.02
13	\$ 42,772.83
14	\$ 44,056.01
15	\$ 45,377.69
16	\$ 46,739.02
17	\$ 48,141.19
18	\$ 49,585.43
19	\$ 51,072.99
20	\$ 52,605.18

3.2 Renewal Term Lease Payments. For the Renewal Term, the payment schedule is listed below. Lessee will pay Lessor the identified annual amounts in advance, on the anniversary day, and no later than the fifteenth day in accordance with Section 3.3 and Section 3.4 below.

Year	Lease Amount
21	\$ 54,183.34
22	\$ 55,808.84
23	\$ 57,483.10
24	\$ 59,207.60
25	\$ 60,983.82

3.3 Delivery of Lease Payment. Each annual payment will be delivered to the University of The Pacific, 3601 Pacific Avenue, Stockton, CA 95211, or given to other places designated via written notice by Lessor.

3.4 Delayed Lease Payment. Any payment received after thirty days (30) from the anniversary date will be considered late and subject to a late payment penalty of \$500 for each calendar month until cured.

3.5 Security Deposit. A security deposit is not required for this Lease Agreement.

#### **ARTICLE 4: LEASE AGREEMENT AND RESPONSIBILITIES**

The following expenses are the responsibility of the identified parties below:

4.1 Project-Specific Responsibilities. Attached as Exhibit B is a list of the project deliverables, the party responsible for delivering the deliverable and the party responsible for the cost of the deliverable ("Project Deliverables"). Each party shall have such obligations as set forth in the Project Deliverables. To the extent there are any ambiguities or inconsistencies between the Project Deliverables and Sections 4.2 or 4.3, the terms set forth in the Project Deliverables shall control.

4.2 Lessee Responsibilities. Except as set forth in the Project Deliverables or as otherwise set forth in this Agreement, the Lessee shall have sole responsibility for the following throughout the term:

4.2.1 Tenant shall pay for all electrical services and other utility services furnished to or consumed by Tenant in the Premises. Any interruption in utilities or other services to the Premises for any reason shall not, regardless of its duration, impose upon Lessor any liability whatsoever, constitute an eviction of Lessee, constructive or otherwise, entitle Lessee to an abatement of rent or to terminate this Lease or otherwise release Lessee from any of Lessee's obligations under this Lease. Tenant hereby waives any benefits of any applicable existing or future law, including the provisions of California Civil Code Section 1932(1), permitting the termination of this Lease due to such interruption, failure or inability.

4.2.2 Lessee shall be liable for the costs and expenses associated with all tenant improvements that support Antennas operation except as specifically set forth in the Project Deliverables.

4.2.3 Lessee shall, throughout the term, at its own cost and expense, without any cost to Lessor, maintain, repair and replace the Antennas and the Premises, including all improvements of every kind, in first order, repair and condition, it being the intention of the Parties that Lessor shall have no responsibility for any repairs, maintenance or replacements whatsoever in, on or about the Premises as related to the Antennas during the Lease term.

4.2.4 Lessee, shall, at its sole cost and expense, (i) comply with (and cause all directors, officers, contractors, subcontractors, agents and representatives (“Lessee Parties”) to comply with) all applicable laws, rules, regulations and ordinances (collectively, the “Laws”) and (ii) obtain (and cause all applicable Lessee Parties to obtain) on or before the date required under applicable Laws all permits in each case required for or relating to the performance of Lessee’s obligations and undertakings under this Lease and the Antennas or otherwise in connection with the transactions contemplated by this Lease. Lessee shall be responsible for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to Lessee’s use and occupation of the Premises and the performance by or on its behalf of any of its obligations.

4.2.5 Lessee shall pay all taxes associated with the Antennas and Lessee’s improvements and installations.

4.3 Lessor Responsibilities. Except as set forth in the Project Deliverables or as otherwise set forth in this Agreement, the Lessor shall have the sole responsibility for providing and paying for the following services and equipment, and service contracts shall be in the name of the Lessor:

4.3.1 Interior and exterior pest control.

4.3.2 Foundation, exterior walls of the building, and load-bearing walls.

4.3.3 Fire monitoring system, annual fire system inspection, and permit costs as required.

4.3.4 Building systems providing services and utilities, including generator, electrical and gas connections, HVAC, wiring, plumbing, conduits, utility lines, and pipes.

4.3.5 Landscaping, hardscape, planting, and irrigation.

4.3.6 Interior and exterior lighting, fixtures, and wiring other than with respect to Antennas.

4.3.7 Structural soundness of roof (both structure and membrane).

4.3.8 Installation of Keys according to Article 5.2.

4.3.9 Exterior lighting, fixtures (power, electric charges, installation, and repairs),

4.3.10 Wall shifting to expand footprint of the equipment room.

4.3.11 Emergency back-up generators as a source of electrical power in the event of a power outage.

4.3.12 A dedicated electric meter for Lessee's equipment, such that Lessee and Lessor may determine the costs of electrical services to be borne by Lessee pursuant to Section 4.2.1.

4.3.13 Lessor shall lead the installation of the generator, HVAC, and any other necessary improvements. Lessee shall seek approval from Lessor, considering safety, structural integrity, adherence to aesthetic university standards, and compliance with appropriate codes and regulations for all proposed operational improvements.

## **ARTICLE 5: FACILITY REPAIRS AND IMPROVEMENTS; DAMAGE, DESTRUCTION, HAZARDOUS MATERIALS**

### **5.1 Operational Improvements**

Tenant shall be responsible for improvements required for the operation and maintenance of Antennas. Tenant shall be given reasonable access to add to the electrical panel as required for the installation of necessary electrical power to the leased spaces, as well as to be able to add conduits within the building as needed, for the installation and operation of the radio and microwave equipment. Lessee shall work with Lessor in order to ensure viable and safe improvements are conducted, and shall receive prior written consent of Lessor prior to any improvements being made. Lessor shall review and approve/disapprove, in its reasonable discretion, any and all proposed operational improvements including, without limitation, the electrical panel, in order to ensure safety, structural integrity, aesthetical University standards, and compliance with appropriate codes and regulations. Lessee shall be responsible for any hazardous remediation and/or abatement that necessitated and caused by the aforementioned operational improvements.

5.1.1 Equipment Installation. Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Lessee will obtain all required approvals and will submit to Lessor plans, specifications and proposed dates of the planned installation or other activity, for Lessor's approval which approval will not be unreasonably withheld, including, if requested by Lessor, a tower loading study and/or an intermodulation study performed and certified by

an independent licensed professional engineer. The approved plans will be deemed incorporated into this Agreement. All installation of or other work on Lessee's Equipment on the Tower will be at Lessee's sole expense.

5.2 Emergency Contacts. Parties will provide emergency phone numbers of key staff for issues at Premises. Parties will have the ability to communicate twenty-four hours a day when emergency maintenance or conditions occur. For non-urgent issues, Lessee will communicate with Lessor during regular business hours.

5.3 Access. Absent an emergency, Lessee shall have reasonable means of access to the Premises; provided however, Lessee may not exercise such right in a way which would materially interfere with Lessor's use of the Real Property or such adjoining or appurtenant property. Such access to the Premises is also subject to any reasonable restrictions of Lessee. Absent an emergency, Lessee shall provide Lessor with at least ten (10) business days advance written notice of intent to access the Premises and shall obtain Lessor's consent to such access. In the event of an emergency, Lessee will immediately notify Lessor of its intent to access the Premises. In all circumstances when accessing the Premises, Lessee shall check in at Lessor's Police Dispatch Center and must be accompanied by Lessor's police. Lessor may enter upon the Premises without notification to Lessee, at all times for any purposes not inconsistent with Lessee's quiet use and enjoyment of the Premises under this Lease, including confirming compliance by Lessee with the terms of this Lease.

5.4 Repairs by Lessor. By taking possession of the Premises, Lessee shall be deemed to have accepted the Premises as being in acceptable sanitary order, condition, and repair. Lessor will be responsible for maintaining and repairing the Premises fixed structures, including but not limited to, HVAC system (heating cooling, ventilation), water for reasonable and everyday drinking, lavatory, plumbing including fixtures, water, wastewater, stormwater connections, windows, doors, built-ins, fencing, gates, walkways, irrigation, graffiti removal, and vandalism repair. Lessor shall address health and safety repairs within a commercially reasonable time. Lessor shall be responsible for the maintenance of the generator but Lessee shall be responsible for all costs associated with any repair or replacement of the generator.

5.5 Repairs and Maintenance of Tenant Improvements. Lessee shall not make any repairs, alterations, changes, or improvements to the Premises without Lessor's prior written consent. Lessor will not be responsible for any tenant improvements, repairs, alterations, or changes to tenant improvements within the Premises during the Lease Term.

5.6 Damage; Destruction. In the event any part of the Real Property, the Premises or Burns Tower is damaged, destroyed or in need of repair such that the repairs would impact Lessee's use of the Premises (collectively, "Damages"), each Party shall promptly

notify the other Party in writing promptly after it becomes aware of any Damages. In the event the Damages are the result of any action or inaction on the part of Lessee or its employees, contractors or agents, Lessee, at Lessee's sole cost and expense, shall repair and restore the Real Property, Premises or Burns Tower to the same condition as existed immediately prior to the date of such casualty. All such repairs and restoration shall be performed in a commercially reasonable time at the direction of Lessor unless Lessor elects to repair and restore the Damages in which case Lessee shall reimburse Lessor for the cost of all such repairs and restorations. Lessee shall not be entitled to any compensation or damages from Lessor for any loss of use of any improvements, Lessee's personal property or any inconvenience or annoyance occasioned by any such Damages. In the event the Antennas are damaged, destroyed, or in need of repair as the result of any action on the part of Lessor or its employees, contractors or agents, Lessor, at Lessor's sole cost and expense, shall repair and restore the Antennas to the same condition as existed immediately prior to the date of such casualty.

5.7 Hazardous Materials. Lessee shall not use, store, generate, release, or dispose of any hazardous material on the Real Property, Burns Tower or the Premises. Lessee is permitted to use such materials that are required to be used in the normal course of Lessee's use of the Premises provided that Lessee complies with all applicable laws related to hazardous materials and that it provide prior written notice to Lessor of such intended use. Lessee is responsible for the cost of removal and remediation, or any cleanup of any contamination caused by Lessee, its employees, contractors or agents. Lessee agrees to indemnify, defend, and hold harmless Lessor from and against any and all loss of rents and or damages, liabilities, judgments, claims, expenses, penalties, and attorney's fees arising out of or involving any hazardous substance brought onto the Premises by or for the Lessee, or any third party.

## **ARTICLE 6: GENERAL AND SPECIAL TERMS AND CONDITIONS**

6.1 Waiver. In the event either Lessor or Lessee at any time waive any breach of this Lease, by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Lease, whether of the same or of any other covenant, condition, or obligation.

6.2 Indemnification.

6.2.1 Mutual Indemnification. Lessee agrees to hold harmless, defend (with counsel acceptable to Lessor), and indemnify Lessor and its regents, officers, directors, employees, students and agents (each an "Indemnified Party" and collectively, "Indemnified Parties") from and against any and all claims, damages, losses, penalties, fines, judgments, and expenses (including without limitation attorneys' fees and costs) (collectively, "Losses") arising out of: (i) Lessee's lease, use and enjoyment of the Premises including all acts by Lessee's employees, contractors and agents, except to the



extent that such Losses are caused by any negligent act or omission or willful misconduct of Lessor, its agents, employees, or contractors; or (ii) any breach or default in the performance of any of Lessee's obligations hereunder.

Lessor agrees to hold harmless, defend (with counsel acceptable to Lessee), and indemnify Lessee from and against any and all claims, damages, losses, penalties, fines, judgments, and expenses (including without limitation attorneys' fees and costs) (collectively, "Losses") arising from loss of life, personal injury and/or property damage, caused by or resulting from, in whole or in part, any negligent act or omission or willful misconduct of Lessor, its agents, employees, or contractors, in connection with the management, use, or occupancy of the Real Property and/or Premises by Lessee solely with respect to the erecting, maintaining, installing, repairing and leasing the Antennas; or (ii) any breach or default in the performance of any of Lessor's obligations hereunder.

**6.2.2 Defense of Claims.** In the event Lessor (or an Indemnified Party) is made a party to any action or proceeding by reason of any matter for which Lessee shall indemnify the Indemnified Party, then Lessee, upon notice from the Lessor, shall defend such action or proceeding on behalf of the Indemnified Party at Lessee's sole cost and expense. Lessor shall provide prompt written notice to Lessee of any Loss for which Lessor is seeking indemnification; provided, however, that the failure to notify Lessee as promptly as practicable shall not relieve Lessee of its indemnity obligations hereunder except to the extent such failure shall have actually and materially prejudiced Lessee. Lessee shall have the right to control the defense, and Lessor shall cooperate as reasonably requested by Lessee (at Lessee's expense). Lessor shall have the right to join and participate in, as a party if it so elects, any proceedings or actions related to such claims with counsel of its own choosing at its own cost.

In the event Lessee (or an Indemnified Party) is made a party to any action or proceeding by reason of any matter for which Lessor shall indemnify the Indemnified Party, then Lessor, upon notice from the Lessee, shall defend such action or proceeding on behalf of the Indemnified Party at Lessor's sole cost and expense. Lessee shall provide prompt written notice to Lessor of any Loss for which Lessee is seeking indemnification; provided, however, that the failure to notify Lessor as promptly as practicable shall not relieve Lessor of its indemnity obligations hereunder except to the extent such failure shall have actually and materially prejudiced Lessor. Lessor shall have the right to control the defense, and Lessee shall cooperate as reasonably requested by Lessor (at Lessor's expense). Lessee shall have the right to join and participate in, as a party if it so elects, any proceedings or actions related to such claims with counsel of its own choosing at its own cost.

**6.2.3 Judgment or Settlement of Claims.** Lessee shall not consent to the entry of any judgment or enter into any settlement with respect to any Loss that includes an admission of wrongdoing by Lessor without the prior written consent of Lessor (not to be

unreasonably withheld) unless the judgment or proposed settlement involves only the payment of money damages to be paid solely by Lessee or its insurance carrier and does not impose an injunction or other equitable relief upon the Indemnified Party. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement.

Lessor shall not consent to the entry of any judgment or enter into any settlement with respect to any Loss that includes an admission of wrongdoing by Lessee without the prior written consent of Lessee (not to be unreasonably withheld) unless the judgment or proposed settlement involves only the payment of money damages to be paid solely by Lessor or its insurance carrier and does not impose an injunction or other equitable relief upon the Indemnified Party. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement.

6.2 Insurance Requirements. During the term of this Lease, Parties shall maintain in full force and effect at each Party's own cost and expense the insurance coverage appropriate to this Lease. Lessee will provide a copy of self-insurance letter upon attest of Lease.

6.3 Notices. The mailing address for Parties for all required notices is as follows:

**Lessor:**

University of The Pacific  
3601 Pacific Avenue  
Stockton, CA 95211  
Attention: Lauren Schoenthaler, Chief General Counsel

**Lessee:**

City of Stockton – Information Technology  
400 E. Main Street  
Stockton, CA 95202  
Attention: Jamil Niazi, Director of Information Technology

6.4 Heading Not Controlling. Headings used in this Lease are for reference purposes only and shall not be considered in construing this Lease.

6.5 Severability. If any portion of this Lease thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state, or city statute, ordinance, or regulation, the remaining provisions of the Lease shall remain in full force and effect to the extent that the provisions of the Lease are severable.

6.6 No Personal Liability. No official or employee of the City of Stockton shall be personally liable to Lessor in the event of any default or breach by the City or for any amount due to the Lessor.

6.7 Applicable Law, Resolutions of Disputes, Forum, and Attorney Fees. California law shall govern any legal action pursuant to this Lease with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch, or where applicable, in the Federal District Court of California, Eastern District, Sacramento Division. The prevailing Party in any action brought to enforce or construe the terms of this Lease may recover from the other Party its reasonable costs and attorney's fees expended in connection with such action.

6.8 Force Majeure. Neither Party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that Party. The Party experiencing the force majeure event agrees to give the other Party notice promptly following the occurrence of a force majeure event and diligent efforts to re-commence performance as promptly as commercially practicable.

6.9 Assignment. Parties shall not assign, sublet, or transfer this Lease without the other Party's prior written consent, which shall not be unreasonably withheld, and then only upon such terms and conditions as Parties may set forth in writing.

6.10 Possessory Interest and Real Estate Taxes. Lessor shall pay, prior to delinquency, all general real estate taxes and installments of special assessments, if any, coming due during the Lease Term on the Premises, and all personal property taxes with respect to Lessor's personal property, if any, on the Premises. Lessee will be responsible for paying all personal property taxes concerning Lessee's personal property, if any, on Premises. If the State of California or County of San Joaquin changes the manner in which property taxes are assessed, Lessor and Lessee shall meet and confer to review evidence of increase to Lessee and discuss and mutually agree upon the proportional share of the property tax increase resulting from new Legislation.

6.11 Entire Agreement, Integration, and Modification. This Lease represents the entire integrated Agreement between Lessor and the Lessee; supersedes all prior negotiations, representations, agreements, previous leases, either written or oral, between the parties and may be amended only by a written Amendment signed by the Lessor and Lessee.

6.12 Authority and Execution. The undersigned hereby represent and warrant that they are authorized by the parties to execute this Lease. This Lease may be executed in counterparts, by fax, pdf, email, electronic copy, or digital signature, each of which shall be deemed to be an original, and such counterparts constitute one and the same Instrument.

6.13 Easements and Rights of Way. This Lease is subject to (a) all easements, covenants, conditions, restrictions, rights of way, licenses, or other property interests, liens and encumbrances of public record for any purpose with respect to the Real Property, Burns Tower and the Premises, all as existing on the term, (b) all matters which are discoverable by physical inspection of the Real Property, Burns Tower or the Premises, and (c) all matters known to Lessee or of which Lessee has notice, constructive or otherwise. Lessor shall have the right to reserve unto itself or to grant to third parties additional easements, covenants, conditions, restrictions, rights of way, licenses, or other property interests, liens and encumbrances of public record for any purpose with respect to the Real Property, Burns Tower or the Premises.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have executed this Lease the day and first year hereinabove written.

ATTEST:

**CITY OF STOCKTON**

\_\_\_\_\_  
KATHERINE ROLAND  
INTERIM CITY CLERK

BY: \_\_\_\_\_  
HARRY BLACK  
CITY MANAGER

APPROVED AS TO FORM  
LORI ASUNCION  
CITY ATTORNEY

**UNIVERSITY OF THE PACIFIC**

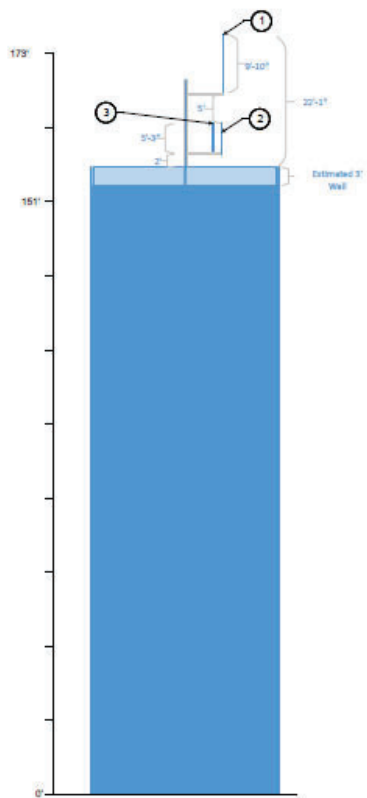
BY: \_\_\_\_\_  
TATIANA ALTMAN  
DEPUTY CITY ATTORNEY

*James Walsh*  
BY: \_\_\_\_\_  
Signed: Tuesday, October 29, 2024  
JAMES WALSH  
CFO & EXECUTIVE VP FOR FINANCE AND OPERATIONS

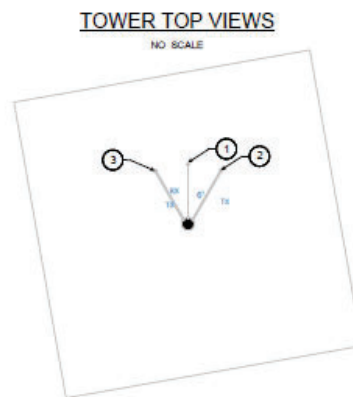
**EXHIBIT A**

Detailed description of antennas and related equipment to be installed on Burns Tower. Final antenna height is currently being engineered.

- Antenna: 1 Rfi BA80-67-DIN @ 300' [Tip: 304.9'] [Base: 295.1'], 118" x 17" x 17", Weight: 18 lbs. [Dipole]
- Antenna: 3 Amphenol 4420.03-445-Txx @ 200' [Tip: 202.6'] [Base: 197.4'], 63" x 2", Weight: 8.82 lbs. [Omni]
- Mount: 1 Commscope DB5001-SP5 @ 300', Weight: 20.94 lbs. [Side Mounting Kit]
- Mount: 3 Commscope DB5001-SP5 @ 200', Weight: 20.94 lbs. [Side Mounting Kit]
- Mount: 1 PMSU463 @ 135'
- Mount: 1 PMSU463 @ 115'
- Dish: 1 RFS SC3-W100AC @ 115', 39.5" x 39.5" x 15" [ Radome]
- Dish: 1 RFS SC3-W100AC @ 135', 39.5" x 39.5" x 15", Weight: 40 lbs. [Radome]
- Cables: , 2 lines Coax @ 1/2"
- Cables: , 4 lines Coax @ 7/8"



**TOWER ELEVATION VIEW**



4 RF SUBSITES: Oak, Grove, NE Tower, Fire 2, Building 18						
TRUNKING ESS		TRUNKING ESS		TRUNKING RFDS	TRUNKING RFDS CONVENTIONAL RX	MICROWAVE
RACK 1		RACK 2		RACK 3	RACK 4	RACK 5
48	GTR ESS INTERFACE PANEL 01		GTR ESS INTERFACE PANEL 02			
47						
46						
45						
44						
43					AC OUTLET STRIP	PROVIDED BY MNI
42						
41						
40					CONVENTIONAL GPW 01	
39						
38						
37	AC OUTLET STRIP	AC OUTLET STRIP			CONVENTIONAL GPW 02	
36						
35						
34						
33						
32		SITE MANAGER				
31						
30	SITE GATEWAY 1	PUNCH BLOCKS				
29	SITE GATEWAY 2					
28			RX MULTICOUPLER			
27			RX WINDOW FILTER			
26						
25						
24			4" NOTCH CAVITIES			
23						
22						
21						
20						
19						
18						
17						
16						
15						
14						
13						
12						
11	UHF GTR 01	UHF GTR 02	TRANSMIT COMBINER 01		TRANSMIT COMBINER 02	
10						
9						
8						
7						
6						
5						
4						
3						
2						
1						
	19"	19"	19"	19"		
	TRUNKING ESS	TRUNKING ESS	TRUNKING RFDS	TRUNKING RFDS CONVENTIONAL RX		MICROWAVE

**EXHIBIT B**  
**PROJECT DELIVERABLES**

**See Attachment**



**Scope of Work & Payment Schedule**  
**Burns Tower Emergency Radio Antenna Project**  
 City of Stockton & University of the Pacific



**Exhibit B**

FACILITIES

*UNIVERSITY OF THE PACIFIC*

**Project Goal:**

To prepare Burns Tower 9<sup>th</sup> floor for the installation of emergency radio antennas.

	A.	B.	C.	D.	E.	F.	G.
	Project Deliverables	Description	Responsible Party	Time Frame	Cost	Responsible for Cost	Payment Due By
1.	<b>Demo</b>	Demo is for flooring, carpet, wall	University of the Pacific	6/3-6/7	\$10,000	University of the Pacific	Completed
2.	<b>HVAC (Building)</b>	Install new motor to provide longevity of HVAC system	University of the Pacific	6/7-6/14	\$5,000	University of the Pacific	Completed
3.	<b>HVAC (Mini Split)</b>	Install New Mini Split for additional Heat loads	University of the Pacific	6/14-6/21	\$10,000	University of the Pacific	Completed
4.	<b>Paint</b>	Paint entire room	University of the Pacific	6/14-6/21	\$3,500	University of the Pacific	Completed
5.	<b>Flooring &amp; Baseboards</b>	New flooring & base	University of the Pacific	6/10-6/25	\$5,000	University of the Pacific	Completed
6.	<b>Electrical Upgrades &amp; ***</b>	60 AMP service, new panel, New Wiring <b>*Note: Lead times needed for equipment</b>	University of the Pacific in coordination with City of Stockton	Tentatively January 3 <sup>rd</sup> , 2025	\$37,000	City of Stockton	50% upfront (execution of P.O.) and 50% when work is completed.
7.	<b>Core Drilling</b>	Core drill thru 9 <sup>th</sup> floor ceiling	University of the Pacific in coordination	February 17th, 2025	\$15,000	City of Stockton	50% upfront (execution

**Scope of Work & Payment Schedule**  
**Burns Tower Emergency Radio Antenna Project**  
 City of Stockton & University of the Pacific



**Exhibit B**

FACILITIES

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			with City of Stockton				of P.O.) and 50% when work is completed.
8.	<b>Manuel Transfer Switch</b> ***	Transfer switch, for generator <b>*Note: Lead times needed for equipment</b>	University of the Pacific	Tentatively January 3 <sup>rd</sup> , 2025	\$5,000	City of Stockton	50% upfront (execution of P.O.) and 50% when work is completed.
9.	<b>Ground Wire</b>	Install new ground wire for equipment - Contract directly with Motorola	City of Stockton w Motorola	February 17th, 2025	\$2,500 (If City contracts directly with Motorola)	City of Stockton	50% upfront (execution of P.O.) and 50% when work is completed.
10.	<b>Generator</b> ***	Generator to be used for black outs and/or scheduled outages to supplement UPS <b>*Note: Lead times needed for equipment</b>	University of the Pacific in coordination with City of Stockton	January 30th, 2025	\$10,000	City of Stockton	50% upfront (execution of P.O.) and 50% when work



**Scope of Work & Payment Schedule**  
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**Exhibit B**

FACILITIES

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							is completed.
<b>11.</b>	<b>Conduit Pathways</b>	Allows Pathways from the basement to 9 <sup>th</sup> Floor <b>*Note: If needed.</b>	University of the Pacific in coordination with City of Stockton	February 17th 30th, 2025	If needed could be approximately \$15,000	City of Stockton	50% upfront (execution of P.O.) and 50% when work is completed.

*\*Note: These costs represent only what is in this scope, anything outside of this scope may add additional costs. Additionally, there may be savings, depending on equipment, and materials needed, (example: type of generator, etc.).*