

T-Mobile Site Name/Site ID: SLYH095A Columbia Regional Airport

T-Mobile Market/Region: St. Louis/Central

DAS LICENSE AGREEMENT

This DAS License Agreement (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is made and entered into by and between City of Columbia, Missouri, a municipal corporation (“**Owner**”) and T-Mobile Central LLC, a Delaware limited liability company (“**Provider**”). Each of Owner and Provider may be referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Owner holds leasehold or ownership rights in and to the venue commonly referred to as Columbia Regional Airport, located at 11300 S Airport Dr. Columbia, MO 65201, and the surrounding real property described on **Exhibit A** (collectively, the “**Property**”); and

WHEREAS, Provider is in the business of providing wireless telecommunications services and Owner desires that Provider install a Distributed Antenna System (“**DAS**”) to facilitate the provision of such services to Provider’s customers and patrons of the Property.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Provider agree as follows:

ARTICLE 1 – LICENSE

1.1 Grant of License. Owner hereby grants to Provider a license to use certain spaces on and within the Property (such spaces being referred to as the “**Premises**”), as initially set forth on **Exhibit B**, necessary to design, install, operate, maintain, upgrade, inspect, replace, repair and manage a DAS and to install associated equipment in order to provide wireless services to Provider’s customers and patrons of the Property. Provider shall also have reasonable access to, over and across portions of the Property to enable Provider to exercise its rights and obligations hereunder, including ingress, egress and telecommunication and utility connections to and from the DAS. To support the operation of the DAS, Provider shall have the right to install, operate, maintain, upgrade, inspect, replace and repair telecommunications equipment on the roof of the Property, including, without limitation, microwave dishes and related equipment, and any such rooftop space utilized by Provider shall for all purposes be deemed to be part of the Premises.

1.2 Access. Owner shall provide Provider, its employees, agents and contractors reasonable access to the Premises during the Term (as defined below), at reasonable times to conduct the activities permitted herein. In the event of an emergency, Provider shall have access to the Premises 24 hours per day, 7 days per week. In order to obtain access to the Premises during off hours when a representative of Owner is not available, Provider shall contact Operations staff at 573-817-5063.

1.3 No Interference with Owner Operations. Construction of the DAS shall be done in a manner which does not unreasonably interfere with the operations of Owner.

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1.4 Provider acknowledges the areas where Provider's equipment is to be located in the part of a secure Airport terminal, and Owner may impose reasonable restrictions on the time and means of access to the Premises as Owner deems reasonably necessary for security purposes. Provider must establish background check procedures to assure that all persons employed by Provider or who are doing any work as independent contractors for Owner are in compliance with all requirements of 49 CFR 1542.

1.5 Provider agrees to prevent any use of the Premises areas that would knowingly interfere with or adversely affect the operation or maintenance of the airport or otherwise constitute an airport hazard. Provider shall restrict the height of any antennas or other equipment to comply with Federal Aviation Regulations, Part 77.

ARTICLE 2 – TERM

2.1 Term. The initial term of this Agreement is ten (10) years (the “**Initial Term**”) and shall commence on the date that the DAS becomes operational for commercial use (the “**Commencement Date**”), which date shall be confirmed by a notice from Provider to Owner.

2.2 Renewal Terms. The Agreement shall automatically renew for four (4) additional and successive five (5) year terms (each, a “**Renewal Term**”) unless either party elects not to renew by providing written notice to the other party before the end of the then current Term. The Initial Term plus any Renewal Terms utilized by Provider shall be referred to as the “**Term**”.

ARTICLE 3 – LICENSE FEE

3.1 License Fee. Upon the Commencement Date, Provider shall pay Owner a license fee of Four Hundred Sixteen and 67/100 Dollars (\$416.67) per month (the “**License Fee**”) for its use of the Premises. Provider shall deliver the License Fee at the address specified in Section 13.2 or by electronic payment. The first License Fee payment will be due within twenty (20) days after the Commencement Date, and subsequent payments will be due by the first day of each month. Owner shall cooperate with Provider regarding the use of any electronic payment systems and the provision of any associated documentation, including an IRS form W-9 or similar governmental forms.

3.2 Escalation. The License Fee shall increase by fifteen percent (15%) on the fifth anniversary of the Commencement Date and on each five (5) year anniversary thereafter.

ARTICLE 4 – LICENSED FACILITIES AND OWNERSHIP OF DAS

4.1 Utilities. Provider will have the right to connect the DAS to an existing source of electrical power at the Property for the operation of the DAS at Owner's cost. Provider shall also have the right to connect the DAS to existing optical fiber facilities on the Property or, if Provider determines it is necessary, install

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new optical fiber or microwave facilities on the Property to serve the DAS. Owner shall reasonably cooperate with Provider's efforts to obtain all necessary utilities necessary for the operation of the DAS.

4.2 Ownership and Control. The DAS shall remain the personal property of Provider, owned and controlled by Provider at all times. Within sixty (60) days after the expiration or earlier termination of this Agreement, Provider, at its sole cost, shall remove all portions of the DAS which have not become a part of the Property's infrastructure and repair any damage caused by such removal, ordinary wear and tear excepted.

4.3 Maintenance and Repair. Provider is responsible for maintenance and repair of the DAS, excluding any damage caused by Owner or Owner's employees and agents.

4.4 Construction. Before installing the DAS, Provider will obtain Owner's prior written approval of the construction drawings for such installation, which approval will not be unreasonably withheld, conditioned or delayed, and Owner's approval is deemed given as to the construction drawings attached as **Exhibit B.** Provider will also obtain any other necessary governmental permits or approvals required for the installation and operation of the DAS. After the initial installation of the DAS, Provider may add to, upgrade or otherwise modify the DAS, including, without limitation, the utilization of additional technologies or frequencies, without Owner's consent as long as such actions do not increase the dimensions of the Premises.

4.5 Provider's Frequencies. Pursuant to one or more licenses acquired from the Federal Communications Commission ("FCC"), Provider (directly, or through an affiliate) owns the sole and exclusive right to utilize the frequencies to be broadcast through the DAS. The Parties agree that Owner does not have, and will not acquire through this Agreement, any proprietary or ownership rights or interest in Provider's frequencies, network, cell sites and related components, or the public revenues associated with the services provided by Provider. Provider shall at all times have the unfettered right to control the operation of Provider's frequencies.

4.6 Confidentiality. Notwithstanding anything to the contrary in this Agreement, unless pre-approved by the other Party in writing, neither Party shall disclose any information of any type relating to the operation and performance of the DAS, including, without limitation, information regarding system availability, coverage area, call statistics, data usage and data speeds, and all such information shall be deemed to be confidential ("**Confidential Information**"). Each Party will be responsible for any improper use or disclosure of any Confidential Information of the other by the receiving Party's officers, partners, principals, employees, agents or independent contractors.

ARTICLE 5 – ENVIRONMENTAL

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5.1 Pre-Existing Conditions. Provider shall have no responsibility for environmental conditions existing within the Premises prior to the Effective Date or any environmental conditions not arising out of the use and occupancy of the Premises by Provider.

5.2 Environmental Indemnity. As between Owner and Provider, Owner is responsible for the identification, investigation, monitoring and remediation and cleanup of any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the “**Hazardous Substances**”) discovered on the Property and agrees to indemnify, defend, and hold harmless Provider from and against any and all claims relating to the Hazardous Substances on or affecting the Property, unless the presence of the Hazardous Substances results from Provider’s activities. Provider will not introduce or use any Hazardous Substances at the Premises or on the Property in violation of any applicable law and Provider will indemnify, defend and hold harmless Owner from and against any and all claims arising out of Provider’s breach of this provision. The indemnity obligations under this Paragraph will survive the termination or expiration of this Agreement.

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 Insurance. Provider and Owner shall, as applicable, maintain the following insurance coverage in full force during the Term of this Agreement:

(a) Commercial General Liability Insurance. Provider shall carry commercial general liability insurance covering all operations by or on behalf of Provider for personal injury and damage to property (including the loss of use thereof), including broad form property damage and explosion, collapse and underground hazards, and products and completed operations coverage. Limits of liability shall not be in amounts less than One Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$3,000,000) general aggregate. The general aggregate limit shall apply on a per location and per project basis. Owner shall be included as an additional insured.

(b) Workers’ Compensation and Employer’s Liability Insurance. Provider shall maintain workers’ compensation insurance as mandated by state law where the Property is located for all Provider employees. Provider shall maintain employer’s liability insurance in an amount not less than One Million Dollars (\$1,000,000).

(c) Automobile Insurance. Provider shall maintain commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The amount of coverage shall not be less than One Million Dollars (\$1,000,000) combined single limit for each accident and for bodily injury and property damage.

(d) Commercial Property and Builder’s Risk Insurance. Provider shall carry “all risks” or “special causes of loss” property insurance on its personal property, including but not limited to its tools, equipment, machinery, materials and supplies in an amount sufficient to repair or replace such property.

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(e) **Umbrella Insurance.** Provider shall maintain an umbrella insurance policy providing coverage in excess of its primary commercial general liability, automobile liability and employer's liability policies in an amount not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate. The general aggregate limit shall apply on a per location and per project basis. Owner shall be included as an additional insured.

(f) **Certificates of Insurance.** Certificates of insurance, as evidence of the insurance required by this Agreement, shall be furnished by Provider to Owner before any access to the Property or construction is commenced by Provider, its agents or contractors. The policies required herein will be endorsed to include a thirty (30) days' notice prior to cancellation to the additional insured referenced herein and copies of said endorsements shall be attached to the certificates of insurance.

(g) **Owner Insurance.** Owner shall maintain commercial general liability insurance covering the Property in an amount of not less than Two Million Dollars (\$2,000,000), commercial property insurance covering the Property and an umbrella insurance policy with the coverage set forth in Subsection 6.1(e) above.

(h) **Insurer Qualifications.** All of the above-required insurance coverages/policies shall be written by insurance companies licensed to issue policies in the state where the Property is located and with an A.M Best rating of no less than A-.

(i) **Waiver of Subrogation.** Owner and Provider hereby mutually release each other (and their directors, officers, employees, agents, successors or assigns) from liability and waive all right of recovery against the other for any loss or damage; (i) covered by their respective first party property insurance policies for all perils insured there under, (ii) within any deductible or self-insured retention, or (iii) in excess of the applicable limits of such policy or policies, it being the intent of the Parties that each shall look solely to its own insurance to protect itself from loss to its own property. In the event of such insured loss, neither Party's insurance company shall have a subrogated claim against the other.

(j) **Indemnification.** Owner and Provider shall each indemnify, defend, and hold the other harmless from and against any claim of liability or loss, including reasonable attorneys' fees, from personal injury, property damage, or other liability resulting from or arising out of the negligence or willful misconduct of the indemnifying Party or its employees, contractors or agents, except to the extent such claims or damage may be due to or caused by the negligence or willful misconduct of the indemnified Party or its employees, contractors or agents. The indemnity obligations under this paragraph will survive the termination or expiration of this Agreement.

ARTICLE 7 – ASSIGNMENT

This Agreement may be assigned by Provider without Owner's consent to any parent, affiliate or subsidiary of Provider, any party that merges or consolidates with Provider or its parent, or any party that purchases or otherwise acquires a majority of Provider's ownership interest or assets in the FCC market in which the Property is located. Any other assignment of this Agreement by Provider will require Owner's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

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ARTICLE 8 – DEFAULT

It shall constitute an “**Event of Default**” under this Agreement if either Party defaults in the performance of any of its covenants or obligations hereunder and such default continues for a period of thirty (30) days after written notice thereof from the non-defaulting Party (unless the nature of the event takes longer to cure and the defaulting Party commences a cure within the time period and diligently pursues it thereafter), the non-defaulting Party may thereafter terminate this Agreement upon written notice to the defaulting Party. In addition, if an Event of Default is not cured as provided herein, the non-defaulting Party may pursue any other available remedies at law or in equity.

ARTICLE 9 – TERMINATION

9.1 Provider may terminate this Agreement immediately upon written notice to the Owner if Provider fails to obtain all necessary permits or other approvals required from any governmental authority, or any easements required from any third party to operate the DAS on the Premises, or if any such approval is canceled, expires or is withdrawn or terminated.

9.2 Provider may terminate this Agreement upon ninety (90) days’ written notice to Owner if Provider determines that the Premises are no longer needed for Provider’s operations.

9.3 Owner may terminate this Agreement upon thirty (30) days’ written notice to Provider without cause. In the event Owner terminates this Agreement without cause, Owner shall reimburse Provider a prorated portion of the sum of \$179,000 (which amount shall be prorated based on the remaining number of months in the Initial Term), which amount the Parties acknowledge represents Provider’s reasonable costs of designing, installing, and removing the DAS and purchasing equipment and related services. Owner shall not reimburse costs for termination pursuant to Section 9.1 or Section 9.2 of this Agreement.

ARTICLE 10 – NO INTERFERENCE

Owner represents that it will utilize good faith efforts to eliminate any interference from any other source if such interference is affecting the DAS.

ARTICLE 11 –CASUALTY AND CONDEMNATION

11.1 Separate Claims and Continued Operations. In any condemnation proceeding, Owner and Provider shall have the right to present separate claims for their respective interest in the award or portions of any potential condemnation award. Each Party shall immediately notify the other of any notice regarding an actual or potential condemnation or taking of the Property or Premises. In the event of a partial condemnation, Owner and Provider shall work together in good faith to develop a continuation of

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operations plan that provides for the continued operation of the DAS in all then surviving portions of the Property, including plans for any additional installations required to continue operations.

11.2 Condemnation or Casualty. If (a) a condemnation of the Property or the Premises by a governmental authority or (b) total or partial damage or destruction of the Property or the Premises, in either event to an extent that precludes or prohibits Provider from using the Premises for the purposes contemplated in this Agreement for more than sixty (60) days, then Provider shall have the right to terminate this Agreement upon fifteen (15) days' written notice to Owner.

ARTICLE 12 – REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties by Provider. Provider represents that it has all corporate authority necessary to enter into this Agreement, that Provider (or affiliates of Provider) hold all required FCC licenses necessary under this Agreement and that it is in good standing with the FCC.

12.2 Representations and Warranties by Owner. Owner represents that Owner has the right to grant the rights given in this Agreement, that (if applicable) Owner is not in material default under the ground lease or other agreement pursuant to which it occupies the Property, that Owner has obtained all required consents or approvals from any landlord, mortgagee or other person or entity having an interest in the Property in order to enter into this Agreement and that as of the Effective Date, no Hazardous Substances are present at the Property.

ARTICLE 13 – MISCELLANEOUS

13.1 Notices. All notices hereunder must be in writing and shall be sent by overnight mail via nationally recognized overnight courier or by certified mail, return receipt requested to each Party at the following addresses:

If to Owner:

Airport Manager
11300 Airport Drive
Columbia, MO 65201
Attn: Mike Parks

If to Provider:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

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Attn: Lease Compliance / Site #SLYH095A

13.2 Entire Agreement; Modification. The Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior written and verbal agreements, representations, promises or understandings between the Parties. Any amendments to this Agreement must be in writing and executed by both Parties.

13.3 Governing Law, Venue. This Agreement will be governed by and construed in accordance with the laws of the state where the Property is located.

13.4 Force Majeure. Neither Party shall be liable for any breach of this Agreement for any delay or failure of performance resulting from any cause beyond such Party's reasonable control, including without limitation, strikes, labor disputes, war, terrorist acts, riots, government regulations, or acts of God.

13.5 No Third Party Beneficiaries. Owner and Provider are the only Parties to the Agreement, and as such are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other Party.

13.6 No Waiver of Breach. The failure of on Party to insist on any one or more instances, upon a strict performance of any of the covenants of this Agreement, or to exercise any right contained herein, shall not be constructed as a waiver of or relinquishment for the future performance of such covenant or right to exercise such right.

13.7 Successors Bound. This Agreement and each of its covenants and conditions shall be binding upon and shall inure to the benefit of the Parties hereto and their respective assignees.

13.8 Counterparts. This Agreement may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal E-SIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

13.9 Captions and Article Numbers. The captions, article and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of the Agreement nor in any way otherwise affect the Agreement.

13.10 Severability. If any term, covenant, condition or provision of this Agreement shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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13.11 Limitation of Liability. Except for the indemnification required herein, neither Party shall be liable to the other or to any of their respective agents, representatives or employees for any lost revenue, lost profits, incidental, punitive, indirect, special or consequential damages.

13.12 Authority. Provider and Owner each warrant and represent to the other that the person signing this Agreement on such Party's behalf has the authority to do so and to bind such Party to the terms, covenants and conditions contained herein.

13.13 Taxes. Provider shall be responsible for all personal property and other taxes that may be assessed against Provider's equipment.

13.14 No Waiver. Nothing in the agreement shall be deemed to be a waiver of either sovereign immunity or public official immunity by the Owner, nor any other immunity which may be granted by State or Federal statute or constitution.

13.15 Compliance with Laws. Provider shall install and operate its equipment and use the site in a manner which complies with all the laws, regulations and rules of all federal, state and municipal agencies governing the installation, operation, and use of the site, including all laws, regulations and rules pertaining to hazardous, toxic or dangerous materials.

Provider covenants and agrees to comply with all Airport rules and regulations, including compliance with the Airport Security Plan, the Transportation Security Administration (TSA), and the Federal Aviation Administration (FAA), and all federal, state and local laws, regulations and ordinances now in effect or hereinafter promulgated, including but not limited to, the clauses set forth in **Exhibit C**, the laws, regulations and ordinances of the United States Environmental Protection Agency and the Missouri Department of Natural Resources and the same are made a part of this Agreement by reference as though they were set forth herein. Notwithstanding the foregoing or anything else to the contrary contained herein, if there shall be any conflict between any rules and regulations promulgated by the Owner and the express terms of this Agreement, the express terms of this Agreement shall control.

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IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____
Name: De'Carlton Seewood
Title: City Manager
Date: _____

[Handwritten Signature]
2/6/24

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

T-MOBILE CENTRAL LLC

By: DocuSigned by:
SMITHA GANESHAN
1896AEABA08B400...SMITHA GANESHAN
Name: _____
Title: Sr Manager Technology Procurement
Date: 2/9/2024



TMO Signatory Level: L08
NLG-92610

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EXHIBIT A

**LEGAL DESCRIPTION OF PROPERTY
11300 S Airport Dr. Columbia, MO 65201**

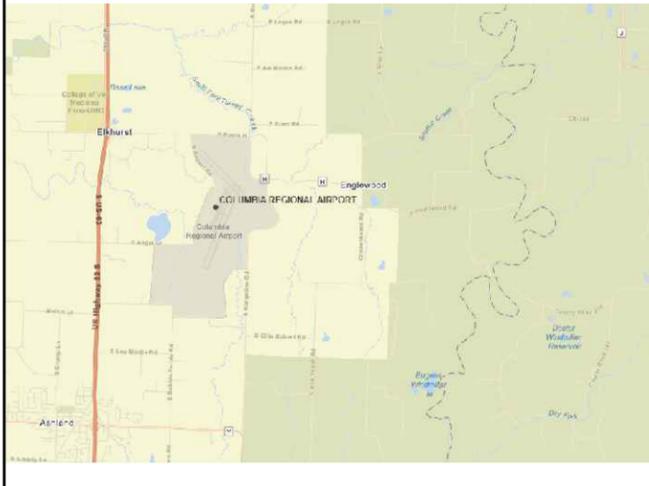
T-Mobile Site Name/Site ID: SLYH095A Columbia Regional Airport
T-Mobile Market/Region: St. Louis/Central

EXHIBIT B

PROVIDER'S SITE PLAN / CONSTRUCTION DRAWINGS

SEE ATTACHED

LOCATION MAP



VICINITY MAP



BUILDING CODES

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES:

- 2018 INTERNATIONAL BUILDING CODE, IBC
- 2018 INTERNATIONAL RESIDENTIAL CODE, IRC
- 2018 INTERNATIONAL FIRE CODE, IFC
- 2018 INTERNATIONAL MECHANICAL CODE, IMC
- 2018 INTERNATIONAL PLUMBING CODE, IPC
- 2018 INTERNATIONAL FUEL GAS CODE, IFGC
- 2018 INTERNATIONAL ENERGY CONSERVATION CODE, IECC
- 2017 NATIONAL ELECTRICAL CODE, NEC

NOTE:
THE PROPOSED EQUIPMENT WILL NOT BE USED FOR EMERGENCY RESPONSE EQUIPMENT.

SITE NAME:

COLUMBIA REGIONAL AIRPORT

LOCATION CODE:

SLYH095A

PREPARED FOR:



PREPARED BY:



6801 PORTWEST DRIVE
SUITE 100
HOUSTON, TX 77024
713-677-0964

PROJECT INFORMATION

SITE ADDRESS: 11300 S. AIRPORT DR.
COLUMBIA, MO 65201

LATITUDE: 38.81762498°
LONGITUDE: -92.22156373°

JURISDICTION: BOONE COUNTY

BUILDING OWNER: CITY OF COLUMBIA
11450 S AIRPORT DR
COLUMBIA, MO 65201

DEVELOPER: T-MOBILE
CLINT LIMBACH, 816-269-9793

ENGINEER: P. MARSHALL & ASSOCIATES
6801 PORTWEST DR. SUITE 100
PATRICK MARSHALL, P.E.
713-677-0964

POWER: EXISTING

TELCO: EXISTING

DRAWING INDEX

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SCOPE OF WORK

- PROPOSED INSTALLATION DAS HEAD END EQUIPMENT IN 1ST FLOOR COMMUNICATIONS ROOM.
- PROPOSED INSTALLATION OF ANTENNAS THROUGHOUT BUILDING



MISSOURI ONE-CALL
CALL BEFORE YOU DIG
811
or 1-800-344-7483
www.mo1call.com

ISSUED FOR REVIEW



P. MARSHALL & ASSOCIATES

COLUMBIA REGIONAL AIRPORT

11300 S. AIRPORT DR.
COLUMBIA, MO 65201

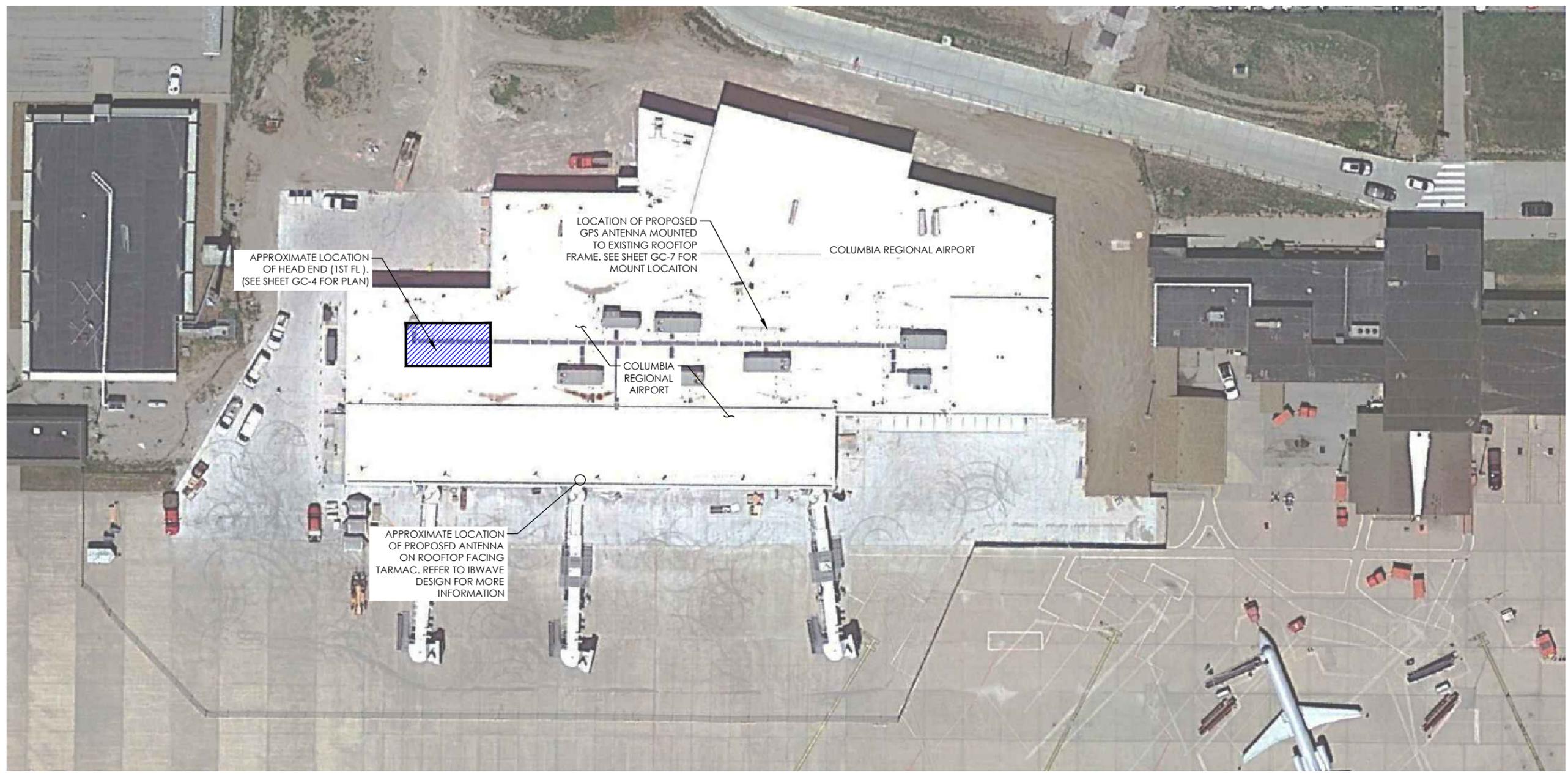
LOCATION CODE:
SLYH095A

| NO. | DATE | DESCRIPTION: |
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| 0 | 02/21/2023 | PRELIM ISSUE |
| 1 | 05/22/2023 | REV ISSUE |
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| DESIGNED: NAM | JOB #: |
| DRAWN: JAN | 23_T3D-002 |
| CHECKED: SL | |

TITLE SHEET & PROJECT INFORMATION

T-1



P. MARSHALL & ASSOCIATES

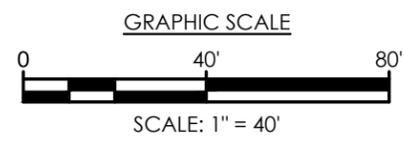
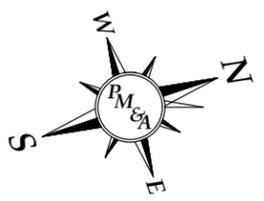
COLUMBIA REGIONAL AIRPORT

11300 S. AIRPORT DR.
COLUMBIA, MO 65201

LOCATION CODE:
SLYH095A

| NO. | DATE | DESCRIPTION: |
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| 0 | 02/21/2023 | PRELIM ISSUE |
| 1 | 05/22/2023 | REV ISSUE |
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| DESIGNED: NAM | JOB #: |
| DRAWN: JAN | 23_T3D-002 |
| CHECKED: SL | |



OVERALL SITE PLAN
SCALE: 1" = 40'

ISSUED FOR REVIEW

OVERALL SITE PLAN

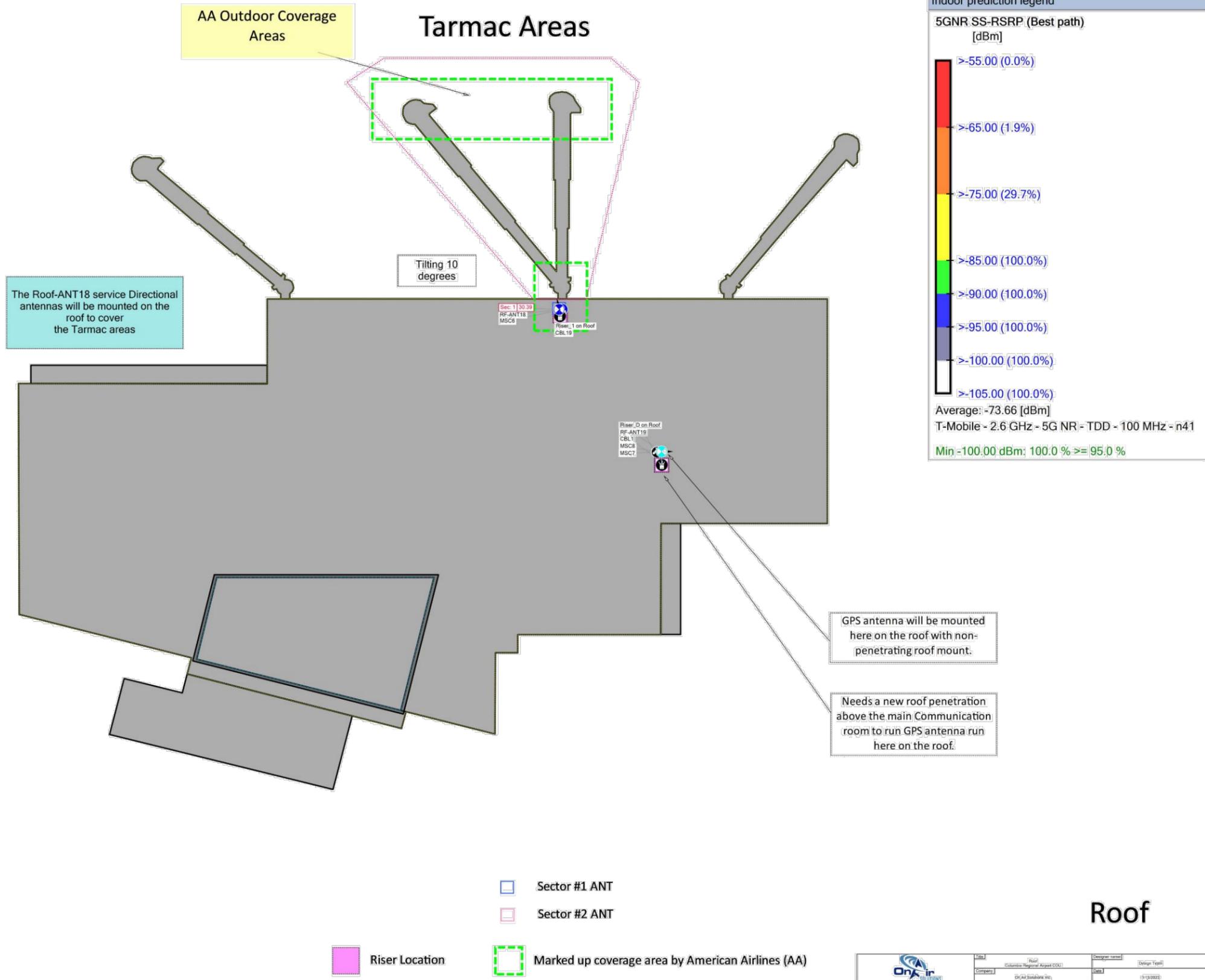
GC-2

Pictograms legend

-  Antenna
-  Miscellaneous
-  Riser

Materials legend

-  Glass Window
-  Lime - Brick
-  Concrete [Heavy]



P. MARSHALL & ASSOCIATES

COLUMBIA REGIONAL AIRPORT

11300 S. AIRPORT DR.
COLUMBIA, MO 65201

LOCATION CODE:
SLYH095A

| NO. | DATE | DESCRIPTION: |
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| 0 | 02/21/2023 | PRELIM ISSUE |
| 1 | 05/22/2023 | REV ISSUE |
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| DESIGNED: NAM | JOB #: |
| DRAWN: JAN | 23_T3D-002 |
| CHECKED: SL | |

ROOF IBWAVE PLAN

GC-3A

ROOF IBWAVE PLAN
SCALE: N.T.S.



P. MARSHALL & ASSOCIATES

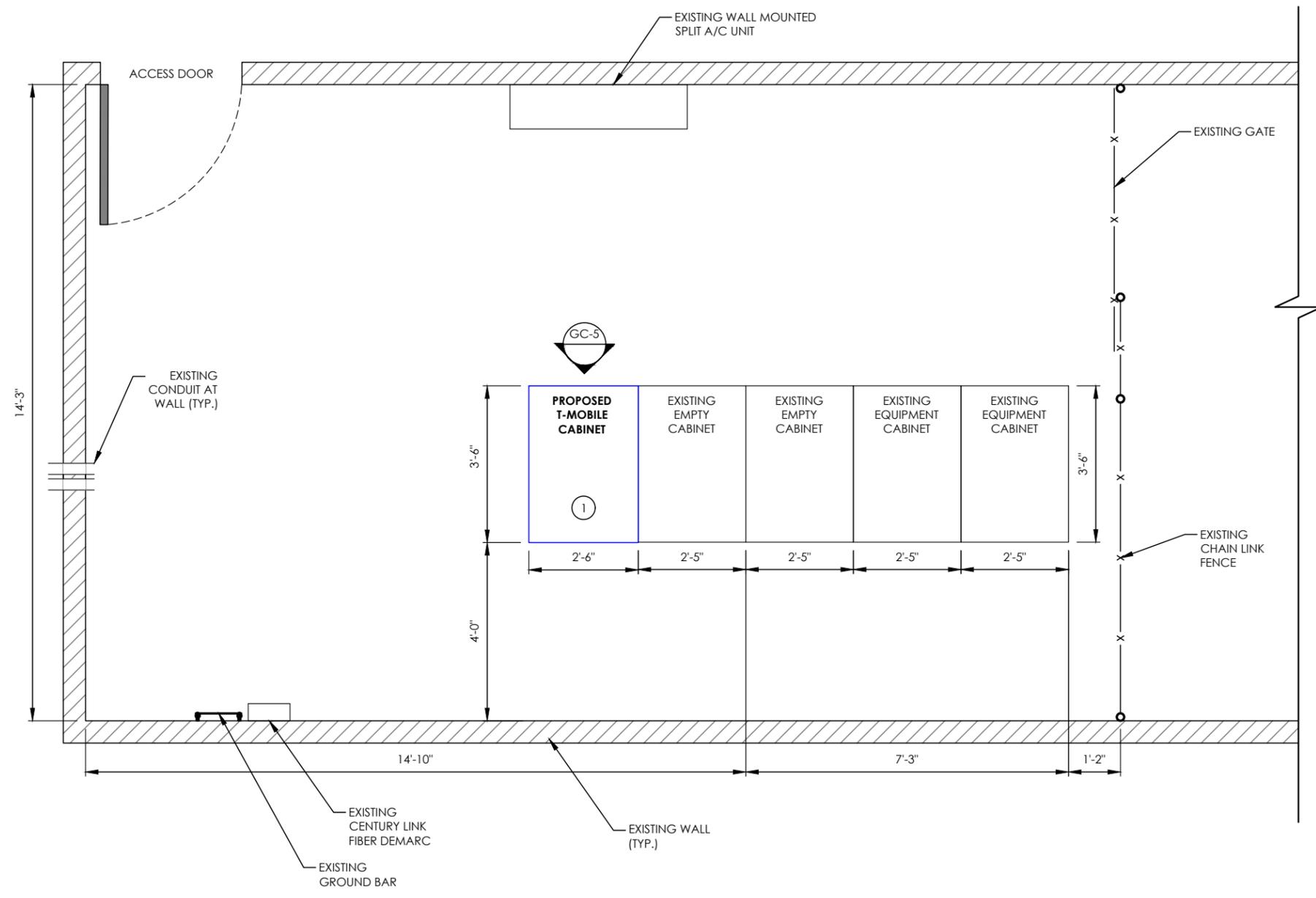
COLUMBIA REGIONAL AIRPORT

11300 S. AIRPORT DR.
COLUMBIA, MO 65201

LOCATION CODE:
SLYH095A

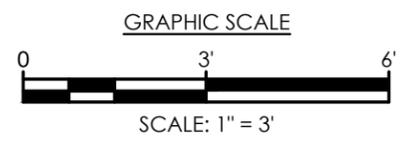
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| DRAWN: JAN | 23_T3D-002 |
| CHECKED: SL | |



- PROPOSED EQUIPMENT LIST:**
- 1 PROPOSED 42U APC SX AR3150 EQUIPMENT CABINET:
 - DELTA POWER PLANT MODEL# ESGC225AHC21 W/ 3 DPR 3000 RECTIFIER
 - AAV ROUTER
 - IXR-E
 - AIRSCALE BBU W/ (3) ABIO
 - (1) AZHL RADIO
 - (1) AHFB RADIO
 - (1) AHIB RADIO

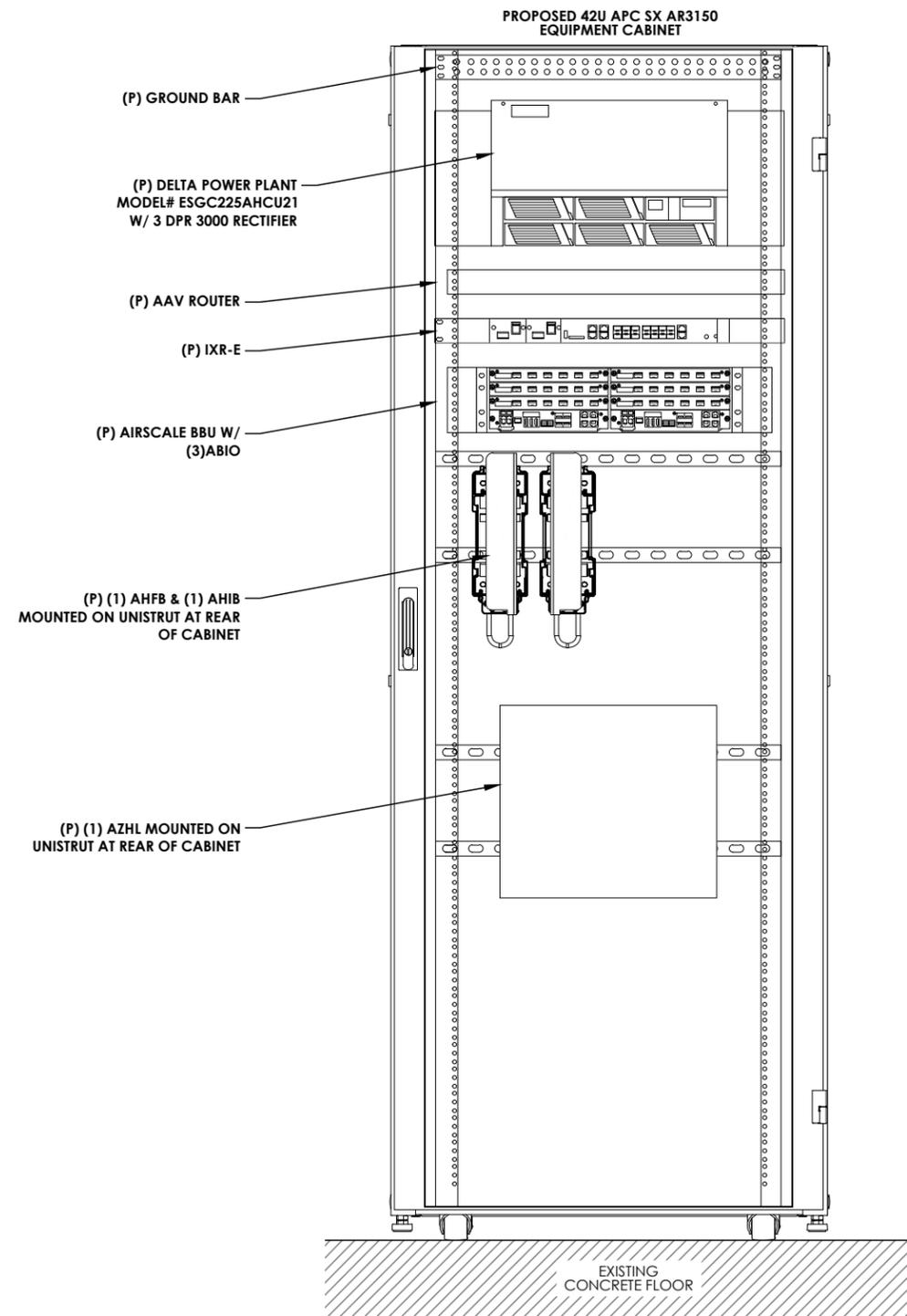
PROPOSED HEAD END - 1ST FLOOR COMMUNICATIONS ROOM
SCALE: 1" = 3'



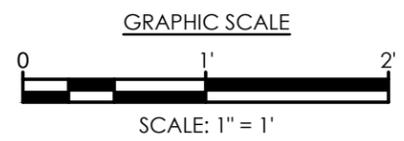
ISSUED FOR REVIEW

PROPOSED HEAD END

GC-4A



PROPOSED EQUIPMENT ELEVATION
SCALE: 1" = 1'



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| CHECKED: SL | |

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PROPOSED EQUIPMENT ELEVATION

GC-5



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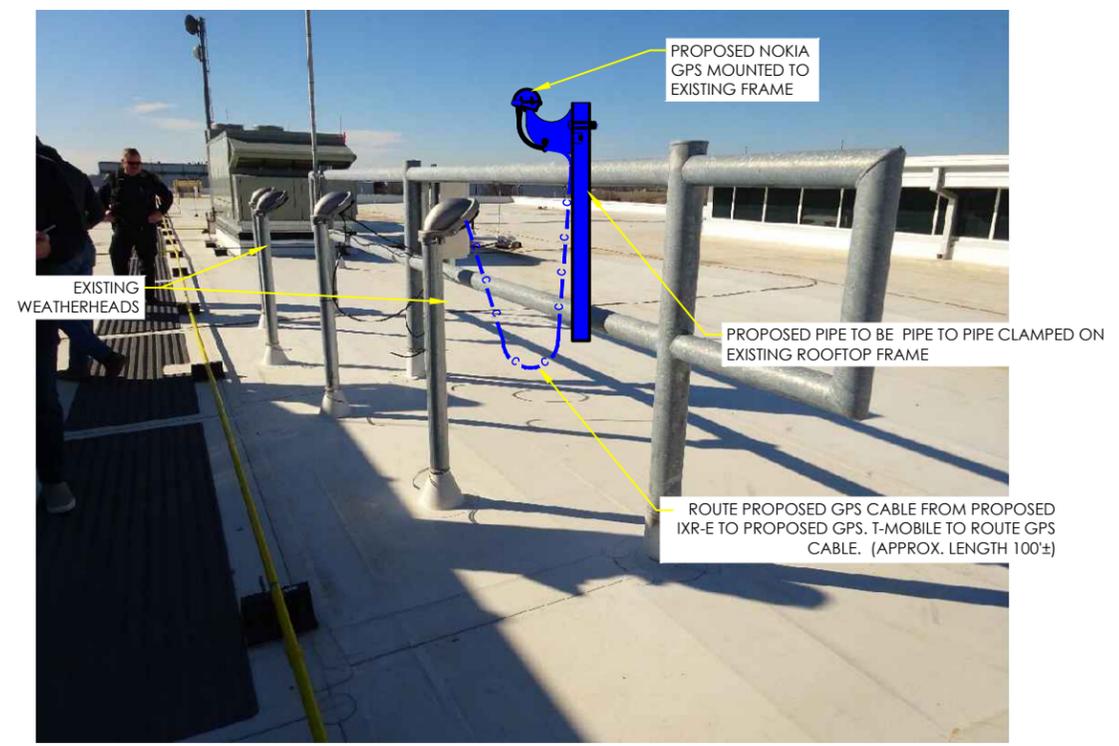
COLUMBIA REGIONAL AIRPORT

11300 S. AIRPORT DR.
COLUMBIA, MO 65201

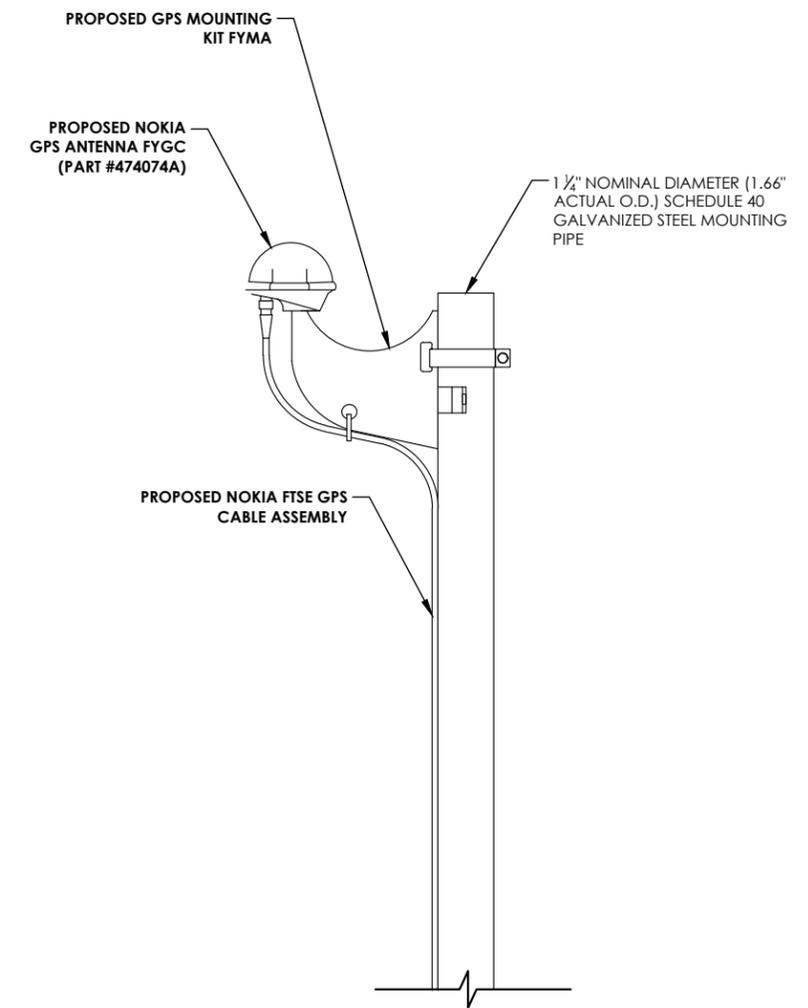
LOCATION CODE:
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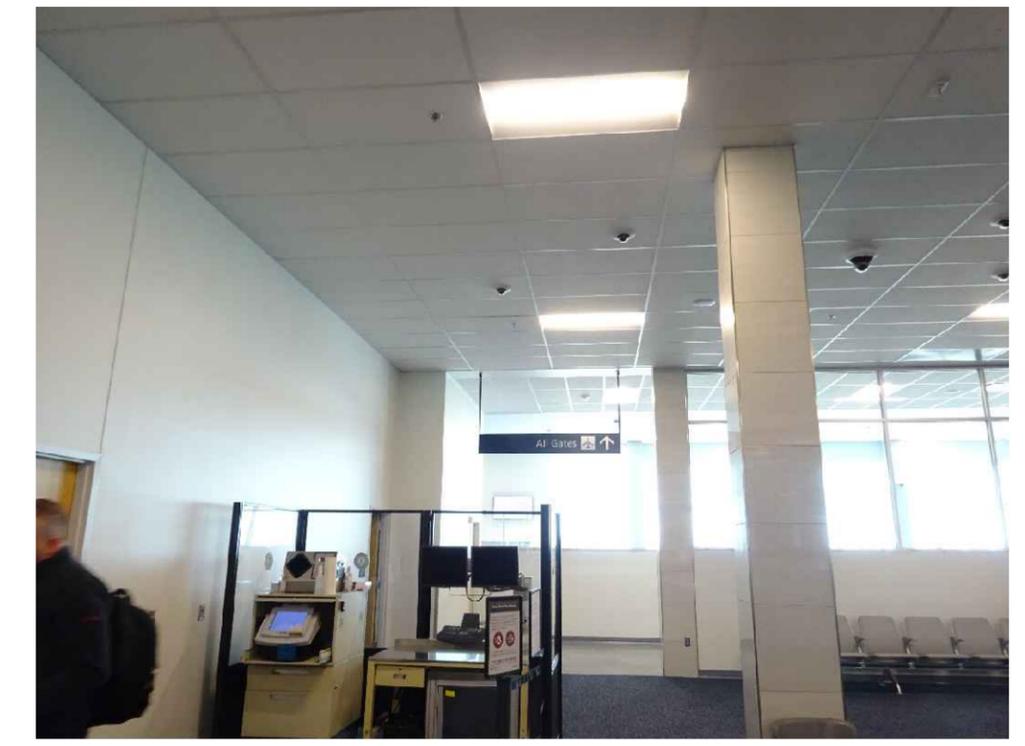
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| DESIGNED: NAM | JOB #: |
| DRAWN: JAN | 23_T3D-002 |
| CHECKED: SL | |



GPS ANTENNA MOUNT LOCATION
SCALE: N.T.S.



GPS MOUNTING DETAIL
SCALE: N.T.S.



LOCATION UNDER ROOFTOP MOUNT - TSA
SCALE: N.T.S.

ISSUED FOR REVIEW

GPS PLAN

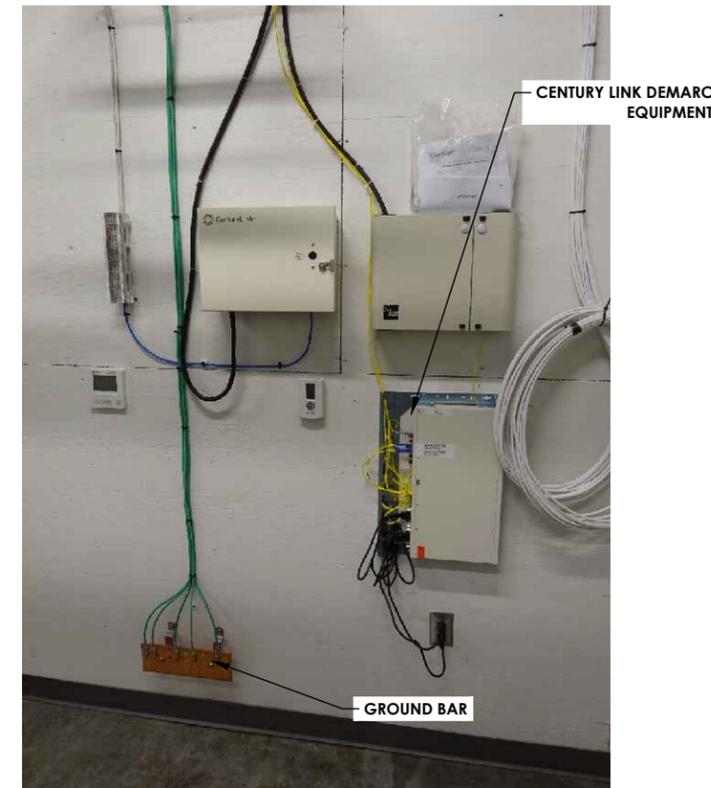
GC-7



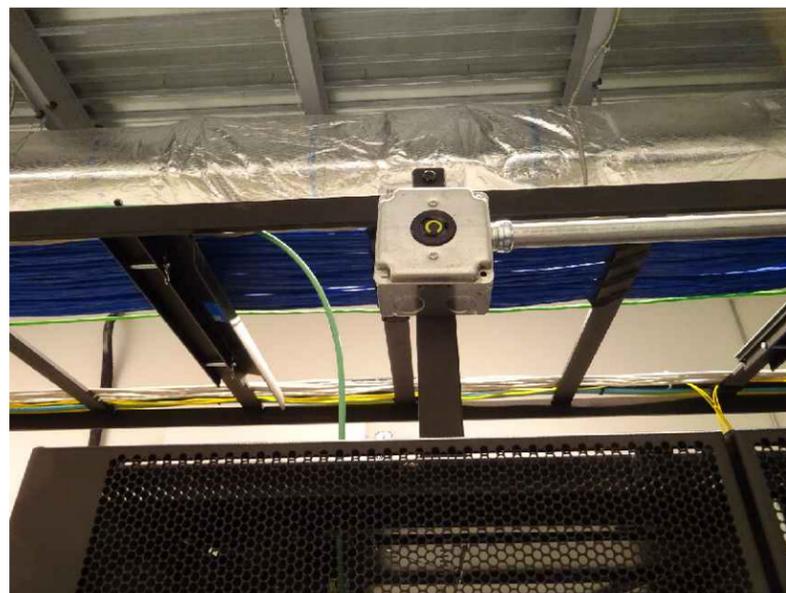
1ST FLOOR COMMUNICATION ROOM - HEAD END
SCALE: N.T.S.



PROPOSED HEAD END CABINET
SCALE: N.T.S.



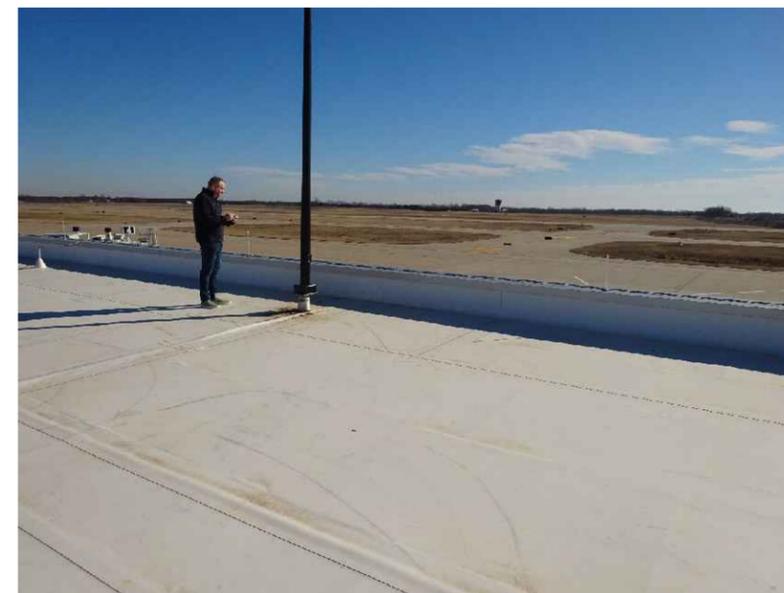
FIBER DEMARC AND GROUND BAR
SCALE: N.T.S.



L5-20R ABOVE PROPOSED HEAD END CABINET
SCALE: N.T.S.



225A AC PANEL 'LA SEC-2' 208/120V 3PH
SCALE: N.T.S.



LOCATION OF PROPOSED ROOFTOP ANTENNA FACING TARMAC
SCALE: N.T.S.

T Mobile™

PM&A

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| CHECKED: SL | |

INSTALLATION PHOTOS

GC-8

Section 1 - Site Information

Site ID: SLYH095A
Status: ReadyForReview
Version: 1
Project Type: DAS
Approved: Not approved
Approved By: Not approved
Last Modified: 01/18/2023 4:39:53 PM
Last Modified By: Sangyup.Lee251@T-Mobile.com

Site Name: Columbia Regional Airport (COU)
Site Class: In-Building HUB
Site Type: Engineering DAS
Plan Year: 2023
Market: ST LOUIS MO
Vendor: Nokia
Landlord:

Latitude: 38.81762498
Longitude: -92.22156373
Address: 11300 S. Airport Dr.
City, State: Columbia, MO
Region: CENTRAL

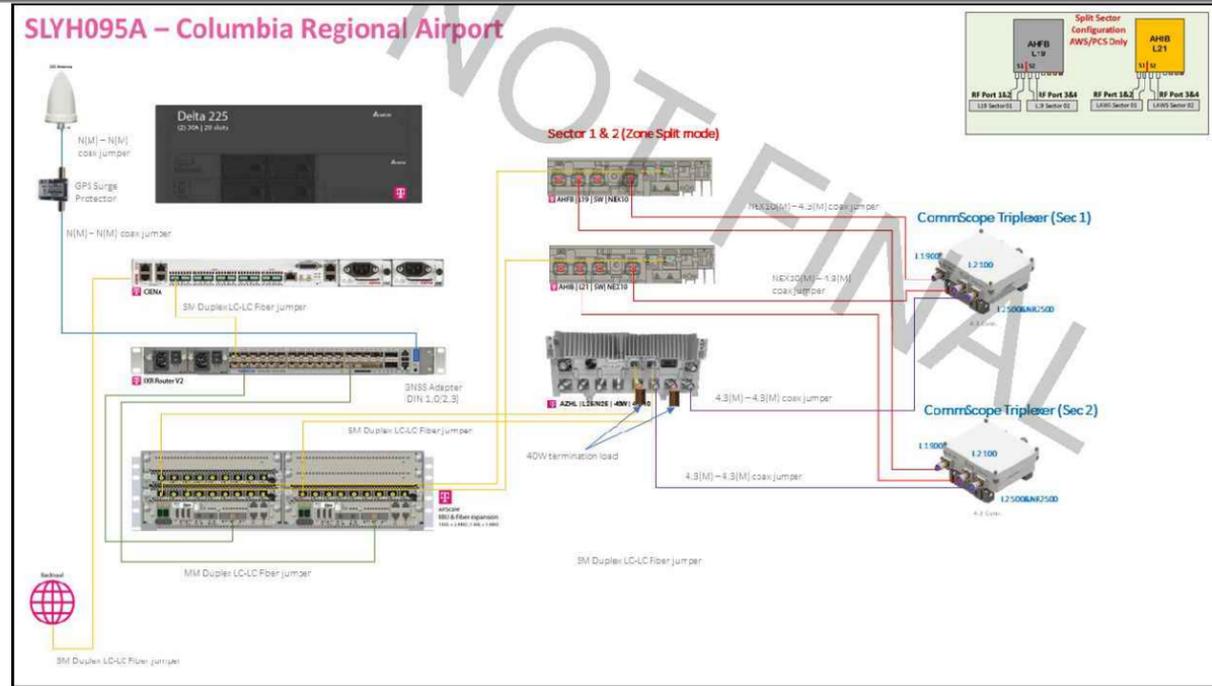
| | | | |
|------------------------|-------------------------|---------------------------|---------------------|
| RAN Template: | | AL Template: | |
| Sector Count: 0 | Antenna Count: 0 | Coax Line Count: 0 | RRU Count: 0 |

Proposed RAN Equipment

| | |
|------------------------------|---|
| Template: | |
| Enclosure | 1 |
| Enclosure Type | 19 Inch Rack (Nokia) |
| Radio | AZHL |
| Small Cell Radio Only | AirScale Micro RRH DC Power Plug Kit (x3) Nokia AirScale Micro B25 4X4 LP-RRH AHFB L1900 Nokia AirScale Micro B66 4X4 LP-RRH AHIB L2100 |
| Baseband | ASIL (x2) |
| Optical Cable/SFP | 10Gb/s 850nm Multimode SFP+ Datacom Tran (x3) FOSO SM 1.4km SFP 1310nm CPRI 9.8G (x8) FOTA Optical SFP+ 10GBase-SR 850nm MM (x2) MM Indoor Fiber LC-LC 5m (x2) SM Indoor Fiber LC-LC 5m (x4) |
| Baseband Submodule | ABIO (x3) FTSF Sych Cable F (2m HDMI + IP Boot to HDMI + IP Boot) |
| Baseband Subrack | AMIA |
| Transport System | CSR IXRe V2 (Gen2) |

RAN Scope of Work:

2 Sectors of L19, L21, L25, and NR25. The zone-splitting mode was implemented in L19 and L21.



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PROPOSED RFDS

GC-9

Interfaces

Figure 118 AHFB interfaces

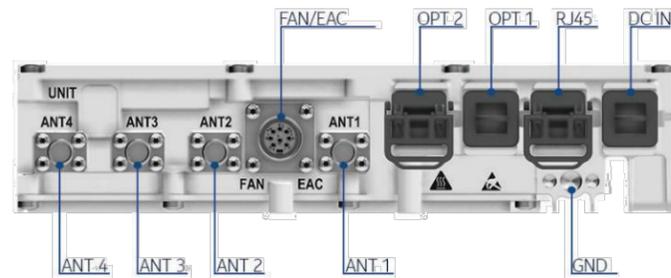


Table 472 AHFB interfaces

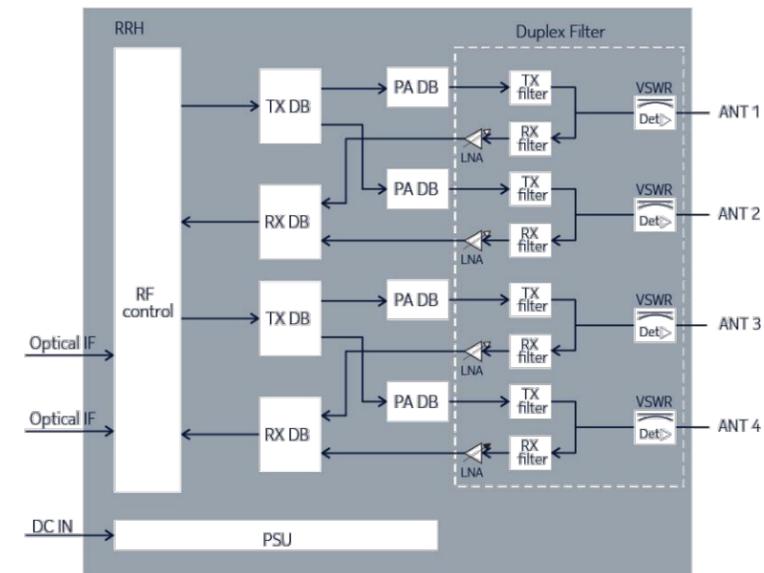
| Interface | Label on the HW | Number of interfaces | Connector type | Additional info |
|-------------------------------|-----------------|----------------------|-------------------------|--|
| Power Connector | DC IN | 1 | OCTIS Plug Kit | Hot insert not supported |
| Antenna connector | ANT | 4 | NEX 10 | - |
| External Alarm Connection/Fan | FAN/EAC | 1 | CIRC 8F IP67 Flange | Hot insert not supported |
| Optical interface | OPT | 2 | OCTIS Plug Kit SFP/SFP+ | 9.8 Gbps, CPRI |
| Ethernet | RJ | 1 | RJ45 | Separate feature required to enable this interface |
| Ground | | 1 | M8 or dual M5 screws | - |

Antenna Line Devices (ALDs) support

Note: There is no Antenna Line Device support for AHFB.

Functional block diagram

Figure 119 AHFB functional block diagram



Electrical specifications

Table 473 AHFB electrical specifications

| Property | Value |
|------------------------------|--|
| Nominal supply voltage | -48.0 V DC |
| Nominal input voltage range | -40.5 V DC to -57.0 V DC |
| Extended input voltage range | -36 V to -40.5 V and -57 V to -60 V (DC) |

Power consumption

Typical power consumption [W] for 48VDC input, at 25°C, representative of typical product performance under the same conditions (HW variant, SW version, configuration, environment, and so on) with +/- 10% margin. Average = (6h low hour load, 10h medium hour load and 8h busy hour load) / 24h

Table 474 AHFB power consumption in LTE mode

| Configuration | Output power per carrier [W] | Power consumption ETSI 202706 average P _{RRH, static} | Power consumption ETSI 202706 busy hour load P _{BH, RRH, static} | Power consumption 100% RF power load P _{100% RRH} |
|---------------|------------------------------|--|---|--|
| 1 sector 2Tx | 2x5 | 68 | 75 | 89 |
| 1 sector 4Tx | 4x5 | 92 | 106 | 135 |

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AHFB SPECIFICATION

2.5GHz Radio
AZHL
Introduction



New Product Introduction Notification

AZHL 2.5GHz (B41) Radio

PURPOSE

2.5GHz radio (AZHL) is a high-power radio that is LTE and 5G capable. This radio will be installed where the AEHC installation is not possible for scenarios like radar mitigation or utility towers where active components can't be used or spectrum preservation. The AZHL deployment is considered a corner-case scenario and should only be used as a last option for B41.

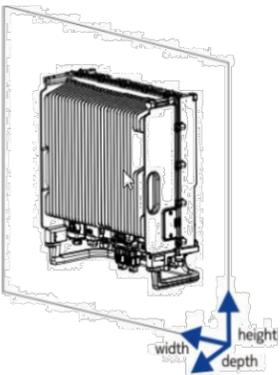
BACKGROUND

The AZHL is a new RRH product radio for Band 41 (2.5GHz) from Nokia. This radio unit is LTE and 5G capable and has beamforming capability with 8T8R with 8 x 40W, which provides coverage and capacity gains.

The AZHL has 8T8R and 40W / TRX (320 W Total). The AZHL comes with the ability to operate in 8T8R and it needs the Aircscale for baseband connectivity via CPRI/eCPRI.

The AZHL deployment will only be used in concurrent mode in T-Mobile network.

PRODUCT DESCRIPTION

| | | |
|------------------------------|---|---|
| Band | N41/B41 2496 –2690MHz |  |
| Supported Modulation schemes | 256QAM (DL) 256QAM (UL) | |
| No. of TX/RX | 8TX8RX | |
| MIMO Streams | 8 | |
| Instantaneous IBW | 194 MHz | |
| Occupied Bandwidth OBW | 190 MHz | |
| Supported bandwidths | LTE: 10/15/20 MHz 5G: 20/40/60/80/100MHz | |
| Power Consumption | 559 W typical (75% DL duty cycle, ETSI 24H Average) 1140 W max (75% DL duty cycle, 100% RF load) | |
| Optical Ports | 2 x SFP28, 9.8G CPRI, 10/25GE eCPRI (Octis Boot - AOPE) | |



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**AZHL
SPECIFICATION**

GC-9E

Multi-GNSS Smart Antenna (FYGC) dimensions and weight

Dimensions and weight of Multi-GNSS Smart Antenna (FYGC) 474074A.

Table: The FYGC dimensions and weight

| Property | Value |
|----------|--------------------|
| Height | 72.5 mm (2.85 in.) |
| Depth | 95 mm (3.74 in.) |
| Weight | 154 g (5.4 oz) |

Table: GPS Mounting Kit (FYMA) dimensions (Multi-GNSS Smart Antenna excluded)

| Property | Value |
|----------|-------------------|
| Height | 146 mm (5.75 in.) |
| Depth | 155 mm (6.10 in.) |
| Weight | 0.32 kg (11.3 oz) |

Table: Flexi GPS Surge Protector Kit (FYEA) dimensions and weight

| Property | Value |
|----------------------------------|-------------------|
| Height (mounting plate included) | 55 mm (2.17 in.) |
| Height (enclosure only) | 47 mm (1.85 in.) |
| Width (mounting plate included) | 162 mm (6.38 in.) |
| Width (enclosure only) | 65 mm (2.56 in.) |
| Depth (cable lead-ins excluded) | 150 mm (5.91 in.) |
| Weight | 0.56 kg (1.23 lb) |

Figure: FYGC mounted on a pole using GPS Mounting Kit (FYMA)

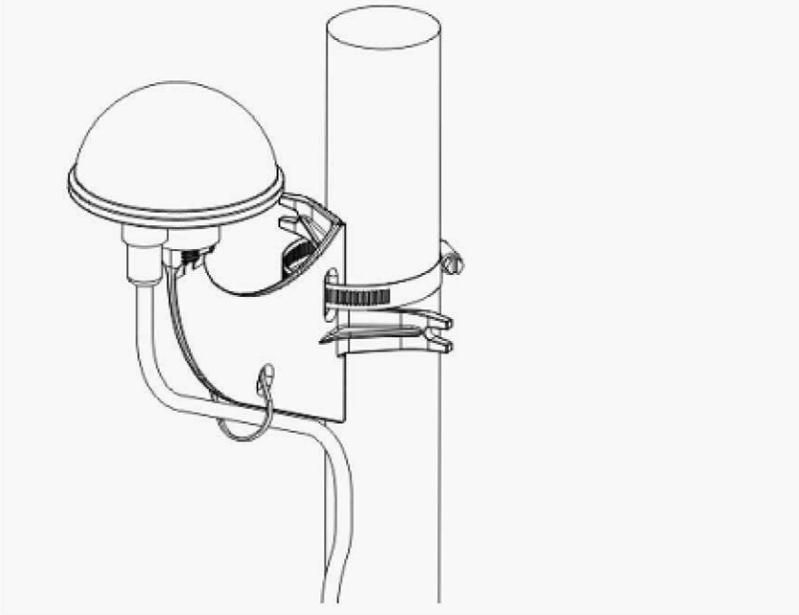
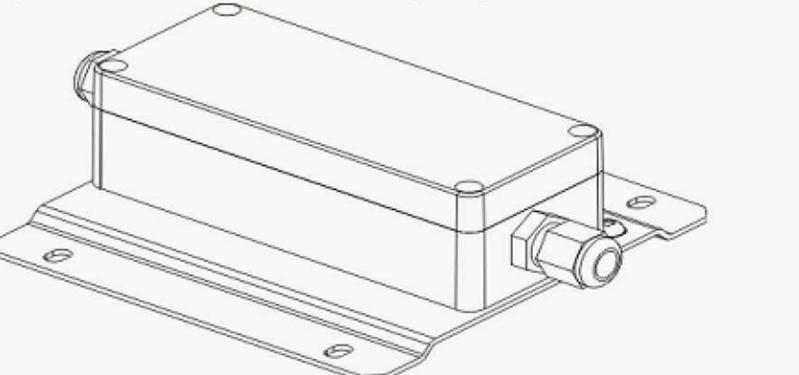


Figure: Flexi GPS Surge Protector Kit (FYEA) v. 103



Multi-GNSS Smart Antenna (FYGC) description

Hardware description of Multi-GNSS Smart Antenna (FYGC) 474074A and the related optional items and cables.

The following optional items for Multi-GNSS Smart Antenna (FYGC) are covered in this section:

- GPS Mounting Kit (FYMA) 471605A
 - Flexi GPS Surge Protector Kit (FYEA) 471812A
- Power/data cables:

GPS cable set (FYHA) up to 30 m 471606A (for a System Module with an MDR connector)

GPS cable set (FYHB) up to 100 m 471653A (for a System Module with an MDR connector)

GPS cable set (FTSE) up to 30 m 472510A (for a System Module with an HDMI connector)

GPS cable set (FTSH) up to 100 m 472577A (for a System Module with an HDMI connector)

GPS cable set (FTSM) up to 300 m 472870A (for a System Module with an HDMI connector)

Multi-GNSS Smart Antenna (FYGC) operation

Operation considerations for Multi-GNSS Smart Antenna (FYGC) 474074A.

The FYGC is a Multi-GNSS Smart Antenna in a rugged and weatherproof self-contained unit. FYGC is an integrated pipe thread-mounted multi-GNSS receiver, antenna and power supply solution in a single, environmentally sealed enclosure.

Multi-GNSS Smart Antenna is optimized for precise timing and network synchronization needs. The operating temperature range is from -40°C to +85°C (-40°F to +185°F).

Note:

Multi-GNSS Smart Antenna (FYGC) is set to support GPS, GLONASS, Beidou and Galileo satellite systems. To enable Galileo constellation a firmware update is required.

GPS Mounting Kit (FYMA)

Flexi GPS Surge Protector Kit (FYEA)

Flexi GPS Surge Protector Kit (FYEA) 471812A is available as an optional unit to protect the System Module from transient voltage and current spikes (Class III protection). It is installed to the GPS antenna line. The surge protector is particularly useful in locations with a high lightning risk.



NOKIA

Nokia 472510A FTSE GPS Cable

Manufacturer: Nokia

Description

Nokia 472510A.101 FTSE GPS Cable Assembly

- 30 meters
- Used with FSMF - GPS
- 3 Copper Cable With Connectors

Additional Nokia GPS antenna-related:
[FYEA GPS Surge Protector Kit](#) | [FYGB GPS Antenna](#) | [FYMA GPS Antenna Mounting Kit](#)

Description

Nokia FYGB GPS Glonass Receiver Base Station Antenna

A GPS or GLONASS antenna with an integrated receiver is installed outside for satellite visibility, and is directly connected to the System Module. DC power feed for the receiver is supplied through the combined power and data cable. The operating temperature range is from -40 to +85°C (-40 to 185°F).

- Mushroom Head
- FYGB is set to support both GPS and GLONASS satellite systems (GNSS mode selection is not possible)

GPS Antenna Kit (FYGA) and GPS GLONASS Receiver Antenna (FYGB) dimensions

- Depth: 95 mm (3.74 in.)
- Height: 72.5 mm (2.85 in.)
- Weight: 154 g (5.4 oz)

Additional Nokia GPS antenna-related:
[FTSE GPS Cable](#) | [FYEA GPS Surge Protector Kit](#) | [FYMA GPS Antenna Mounting Kit](#)



GPS GLONASS Receiver Antenna (FYGB)



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| DRAWN: JAN | 23_T3D-002 |
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**NOKIA
GPS
SPECIFICATION**

GC-9F



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| DRAWN: JAN | 23_T3D-002 |
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1 Specifications

1.1 System Specifications

This manual contains information and installation instructions for the Delta Power Systems with part number ESAA250-CCDxx (see chart below for shelf options). The system consists of an AC input, five (5) rectifier slots, controller (CSU502), lithium battery interface card, and a DC distribution section. See table in section 1.2 for information on available rectifiers.

| Model Number | Load Circuit Breakers | Batt. Circuit Breakers | Breaker Configuration |
|---------------|-----------------------|------------------------|-----------------------|
| ESAA250-CCD01 | 12 | 6 | Breakers installed |
| ESAA250-CCD02 | 12 | 6 | No breakers installed |

| Spec | Data |
|-----------------------------------|----------------|
| Electrical Requirements | |
| AC Input Voltage (x3) | 110 - 120 VAC |
| AC Input Current (per input) | 34A |
| DC Output Current | 160A |
| AC Input Voltage (x3) | 200 - 240 VAC |
| AC Input Current (per input) | 29A |
| DC Output Current | 250A |
| DC Output Voltage | 43 - 58 VDC |
| Environmental Requirements | |
| Operational Temperature | -40C - +75C |
| Storage Temperature | -40C - +80C |
| Relative Humidity | 0 - 95% |
| Altitude | -100 - 4000 ft |



1.2 Rectifier Specifications

The rectifiers are rated for operation in a temperature range of -40°C and 75°C. The modular design provides the flexibility to configure and expand the system as the load demand increases. Each rectifier is hot swappable with front access for ease of maintenance without system shutdown providing uninterrupted service. The airflow of the rectifiers is from front to rear.

| Model Number | Nominal AC Input | Nominal Output Voltage | Rated Output of Rectifier |
|---------------|------------------|------------------------|---------------------------|
| ESR-48/40B F* | 110 VAC | 54.00V | 23.0A |
| | 208/240 VAC | 54.00V | 37.0A |
| ESR-48/56A R | 110 VAC | 54.00V | 31.0A |
| | 208/240 VAC | 54.00V | 50.0A |
| ESR-48/56B F* | 110 VAC | 54.00V | 31.0A |
| | 208/240 VAC | 54.00V | 50.0A |

* - High efficiency rectifier



1.3 Controller Specifications

The power system uses the CSU502-series controller. The CSU502-series controller is a telecom-grade controller designed to work with Delta Greentech power systems. The controller provides the user with monitoring and control via a display and joy stick (control knob), an Ethernet based graphical user interface (GUI), and SNMP.

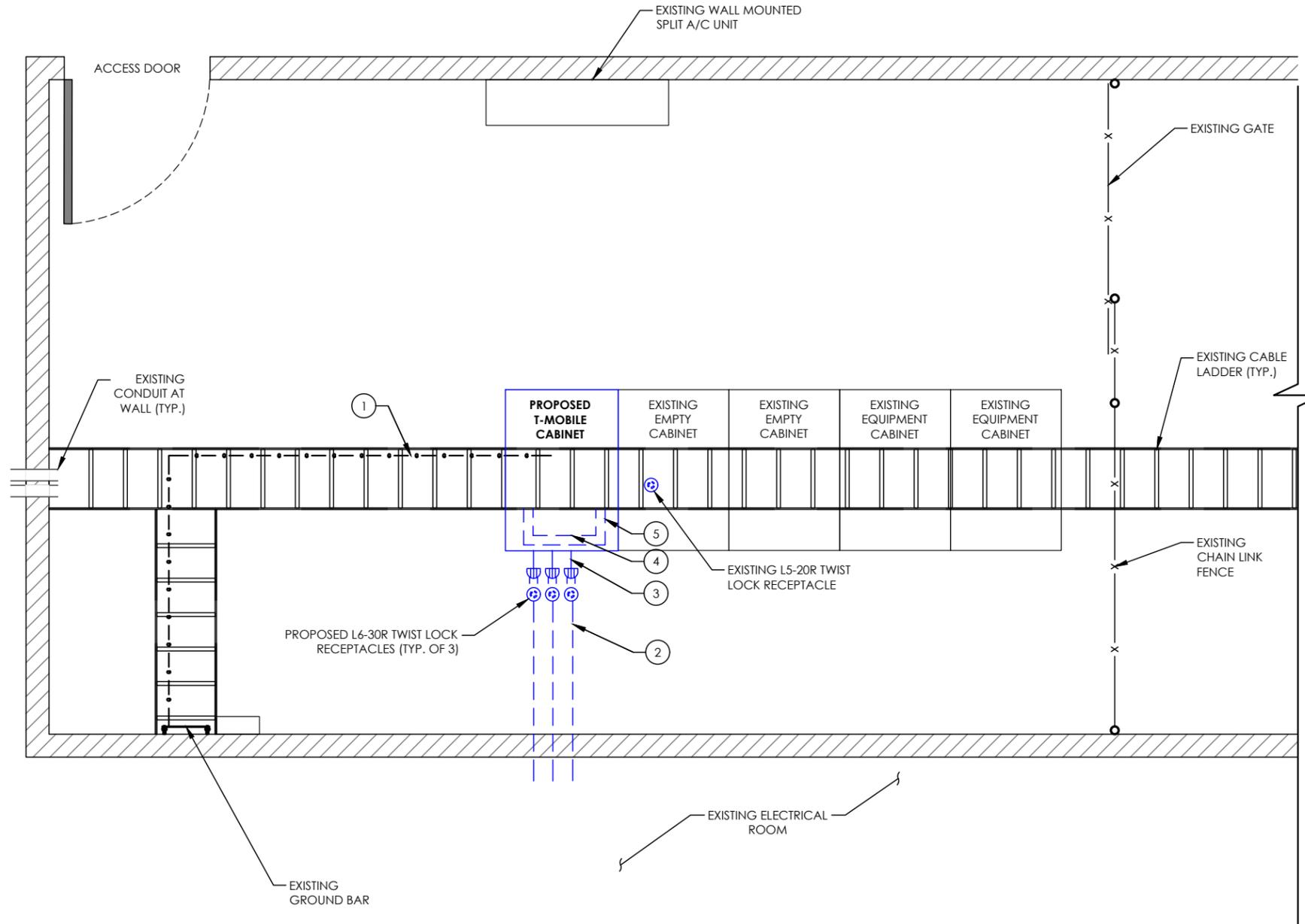


**DELTA
ESAA250-CCD01
SPECIFICATION**

GC-9G

ELECTRICAL AND GROUNDING KEY NOTES:

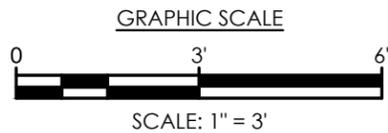
- 1 PROPOSED #2 AWG GREEN STRANDED INSULATED GROUND WIRE FROM EXISTING GROUNDING BAR TO PROPOSED RACK MOUNTED GROUND BAR.
- 2 PROPOSED (3) L6-30R TWIST LOCK RECEPTACLES AT EXISTING CABINET, G.C. TO COORDINATE ELECTRICAL INSTALLATION WITH MIKE PARKS (573-817-5063).
- 3 EACH PROPOSED L6-30R POWERING RECTIFIERS AT DELTA 225 POWER PLANT.
- 4 ROUTE PROPOSED POWER FROM PROPOSED 225 DELAT POWER PLANT TO PROPOSED AIRSCALE BBU AND IXR-E.
- 5 ROUTE PROPOSED POWER FROM PROPOSED 225 DELTA POWER PLANT TO EACH RADIO.



LEGEND:

| | |
|--|-------------------------|
| | - SINGLE RECEPTACLE |
| | - DUPLEX RECEPTACLE |
| | - QUAD RECEPTACLE |
| | - TWIST LOCK RECEPTACLE |
| | - PLUG |

ELECTRICAL & GROUNDING PLAN
SCALE: 1" = 3'



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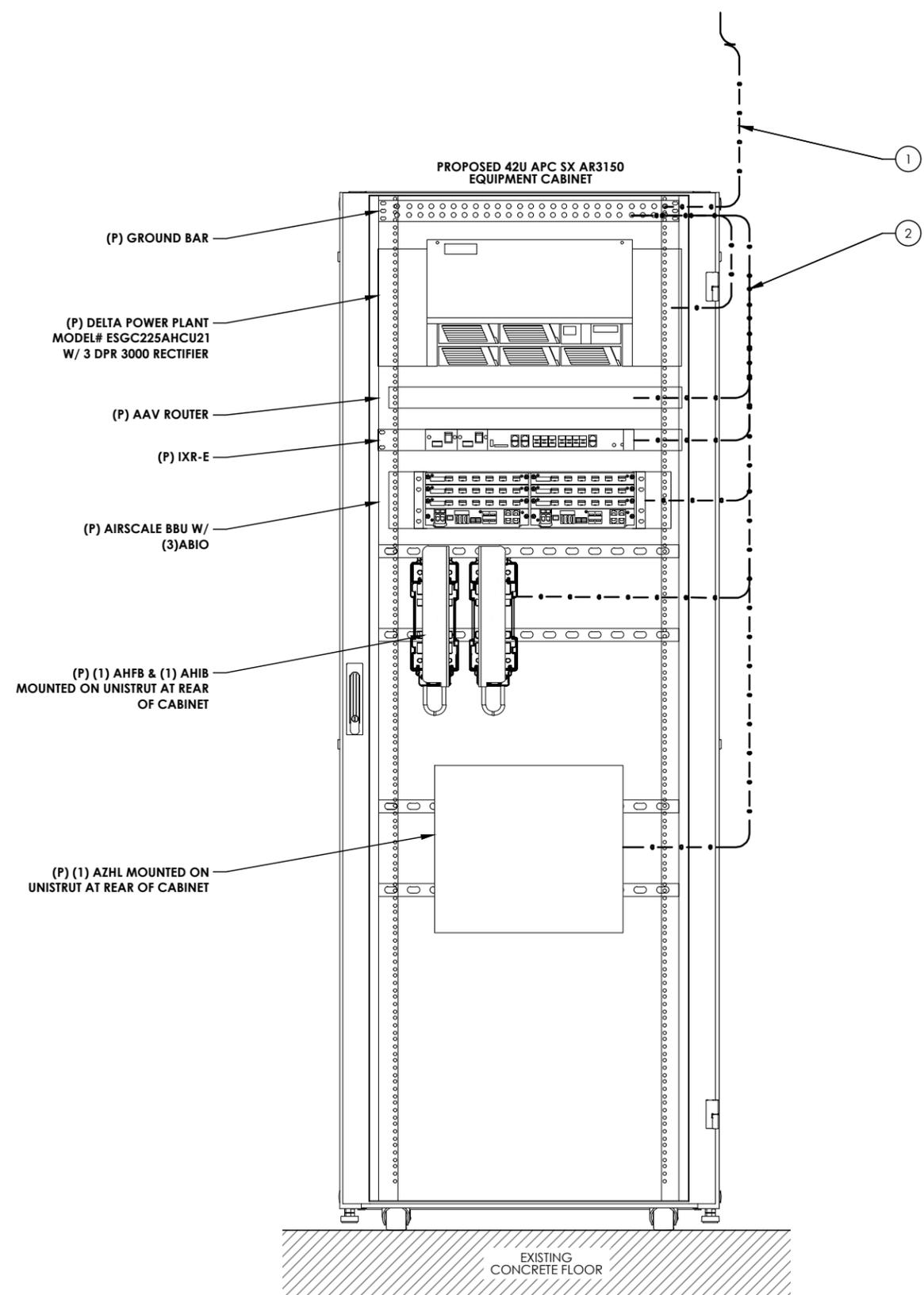
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ELECTRICAL & GROUNDING PLAN

E-2



- GROUNDING KEY NOTES:**
- ① PROPOSED #2 AWG GREEN STRANDED INSULATED GROUND WIRE FROM EXISTING GROUND BAR TO PROPOSED CABINET MOUNTED GROUND BAR.
 - ② PROPOSED #6 AWG GREEN STRANDED INSULATED GROUND WIRE FROM PROPOSED T-MOBILE EQUIPMENT TO PROPOSED CABINET MOUNTED GROUND BAR. TYPICAL FOR EACH UNIT OF EQUIPMENT.



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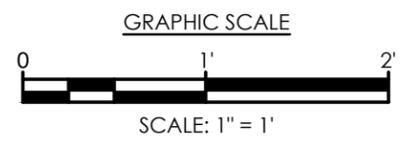
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| 0 | 02/21/2023 | PRELIM ISSUE |
| 1 | 05/22/2023 | REV ISSUE |
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| DESIGNED: NAM | JOB #: |
| DRAWN: JAN | 23_T3D-002 |
| CHECKED: SL | |

ISSUED
FOR
REVIEW

EQUIPMENT RACK
GROUNDING
ELEVATION

E-3



PROPOSED EQUIPMENT ELEVATION
 SCALE: 1" = 1'

EXHIBIT C

1. **Acknowledgement. T-Mobile (hereinafter “Contractor”)** acknowledges that state and/or federal grant funds may be used in the development, construction, operation, or maintenance of the Airport. **Contractor** agrees to familiarize itself and comply with all conditions and requirements for utilization of such grant funds, including but not limited to those set forth in this Agreement.
 - a. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.
 - b. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:
 1. **Compliance with Regulations:** The **Contractor** (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract
 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the **Contractor** for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the **Contractor** of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The **Contractor** will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the **Contractor** will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the **Contractor's** noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the **Contractor** under the contract until the **Contractor** complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- c. Real Property Acquired or Improved Under the Airport Improvement Program. The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the City of Columbia pursuant to the provisions of the Airport Improvement Program grant assurances.
 - i. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain

and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- ii. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, City of Columbia will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.
- d. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Airline, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- i. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - ii. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - iv. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - v. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - vi. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - vii. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - viii. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the

operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- ix. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).