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# COMMONWEALTH OF KENTUCKY

SEP 2 4 2018

# PUBLIC SERVICE COMMISSION

### BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY RSA #4 CELLULAR GENERAL PARTNERSHIP FOR ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO CONSTRUCT A CELL SITE (RAYWICK) IN RURAL SERVICE AREA #4 (MARION COUNTY) OF THE COMMONWEALTH OF KENTUCKY

CASE NO. 2018-00152

# APPLICATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (RAYWICK)

Kentucky RSA #4 Cellular General Partnership ("Kentucky RSA #4"), through counsel, pursuant to KRS 278.020 and 278.040 and 807 KAR 5:063, hereby submits this application for a certificate of public convenience and necessity to construct and operate a new 240 foot cell tower facility to provide cellular telephone service to be known as the Raywick cell site in and for rural service area ("RSA") #4 of the Commonwealth of Kentucky, namely the counties of Anderson, Green, Hardin, Larue, Marion, Mercer, Nelson, Spencer, Taylor and Washington, Kentucky. The proposed cell tower facility will be located at 693 J E Bickett Road, Raywick, Marion County, Kentucky, 40060.

1. Pursuant to the FCC Order, Docket No. 08-165, dated November 18, 2009, ¶ 32, pp. 11 & 12, the Commission has 150 days to process this application for a certificate of public convenience and necessity to construct a cell tower facility. If the Commission fails to act upon this application within 150 days, then Kentucky RSA #4 may seek redress with the U.S. District Court for the Eastern District of Kentucky. ¹

<sup>&</sup>lt;sup>1</sup>In the Matter of: Petition for Declaratory Ruling to Clarify Provisions of Section 332(c)(7)(B) to Ensure Timely Siting Review and to Preempt Under Section 253 State and Local Ordinances that Classify all Wireless Siting Proposals as Requiring a Variance, FCC Order, Docket No. 08-165, November 18, 2009, pp 11 and 12.

- 2. Pursuant to 807 KAR 5:001 Sections 8(l) and (3), and 807 KAR 5:063, Kentucky RSA #4 states that it is a Kentucky general partnership whose full name and post office address are: Kentucky RSA #4 Cellular General Partnership, 2902 Ring Road, Elizabethtown, Kentucky, 42701. An email address for Kentucky RSA #3 is tash@bluegrasscellular.com. A copy of the Certificate of Assumed Name as a General Partnership for Kentucky RSA #4 Cellular General Partnership is attached as Exhibit "A." This is the only document on file with the Kentucky Secretary of State that identifies all owners of Kentucky RSA #3 Cellular General Partnership.
- 3. Pursuant to 807 KAR 5:063 Section 1 (1)(b), a copy of the applicant's applications to and approvals from the Federal Aviation Administration and Kentucky Airport Zoning Commission are Exhibit "B."
- 4. Pursuant to 807 KAR 5:063 Section 1(1)(d), applicant is submitting as Exhibit "C" a geotechnical investigation report, signed and sealed by a professional engineer registered in Kentucky, that includes boring logs, foundation design recommendations, and a finding as to the susceptibility of the area surrounding the proposed site to flood hazard.
- 5. Pursuant to 807 KAR 5:063 Section 1(1)(e), clear directions from the county seat to the proposed site, including highway numbers and street names, if applicable, with the telephone number of the person who prepared the directions are Exhibit "D."
- 6. Pursuant to 807 KAR 5:063 Section 1(1)(f), a copy of the lease for the property on which the tower is proposed to be located, is Exhibit "E."

<sup>(&</sup>quot;Specifically, we find that a "reasonable period of time" is, presumptively 90 days to process personal wireless service facility siting applications requesting collocations, and, also presumptively, 150 days to process all other applications. (Relevant pages attached as Exhibit "M"). Accordingly, if State or local governments do not act upon applications within those timeframes, then a "failure to act" has occurred and personal wireless service providers may seek redress in a court of competent jurisdiction within 30 days, as provided in Section 332(c)(7)(B)(v).") See also Order Denying Motion for Reconsideration, issued August 4, 2010.

- 7. Pursuant to 807 KAR 5:063 Section 1(1)(g), experienced personnel will manage and operate the Raywick cell site. The President of Bluegrass Cellular Inc., Mr. Ron Smith, is ultimately responsible for all construction and operations of the cellular system of Kentucky RSA #4, of which system the Raywick cell site will be a part. Bluegrass Cellular Inc. provides management services to Kentucky RSA #4 under a management contract, just as it does with three (3) other wireless carriers in the Commonwealth. And, Bluegrass Cellular Inc. has been providing these management services to these other wireless carriers for well over twenty years. This extensive management experience with Bluegrass Cellular demonstrates Bluegrass Cellular Inc.'s management and technical ability to supervise the operations of a wireless carrier.
- 8. Pursuant to 807 KAR 5:063 Section 1(1)(g), World Tower Company, Inc. is responsible for the design specifications of the proposed tower (identified in Exhibit "C").
- 9. Pursuant to 807 KAR 5:063 Section 1(1)(h), a site development plan and survey, signed and sealed by a professional engineer registered in Kentucky, that shows the proposed location of the tower and all easements and existing structures within 500 feet of the proposed site on the property on which the tower will be located, and all easements and existing structures within 200 feet of the access drive, including the intersection with the public street system, is Exhibit "C."
- 10. Pursuant to 807 KAR 5:063 Section 1(1)(i), a vertical profile sketch of the tower, signed and sealed by a professional engineer registered in Kentucky, indicating the height of the tower and the placement of all antennas is Exhibit "C."
- 11. Pursuant to 807 KAR 5:063 Section 1(1)(j), the tower and foundation design plans and a description of the standard according to which the tower was designed, signed and sealed by a professional engineer registered in Kentucky, is Exhibit "C."

- 12. Pursuant to 807 KAR 5:063 Section 1 (1)(k), a map, drawn to a scale no less than one (1) inch equals 200 feet, that identifies every structure and every owner of real estate within 500 feet of the proposed tower, is Exhibit "F."
- 13. Pursuant to 807 KAR 5:063 Section 1 (1)(I), applicant's legal counsel hereby affirms that every person who owns property within 500 feet of the proposed tower has been: (i) notified by certified mail, return receipt requested, of the proposed construction; (ii) given the commission docket number under which the application will be processed; and (iii) informed of his or her right to request intervention.
- 14. Pursuant to KRS 278.665(2), applicant's legal counsel hereby affirms that every person who, according to the records of the property valuation administrator, owns property contiguous to the property where the proposed cellular antenna tower will be located has been:

  (i) notified by certified mail, return receipt requested, of the proposed construction; (ii) given the commission docket number under which the application will be processed; and (iii) informed of his or her right to request intervention.
- 15. Pursuant to 807 KAR 5:063 Section 1(1)(m), a list of the property owners who received the notice together with copies of the certified letters sent to listed property owners, is Exhibit "G."
- 16. Pursuant to 807 KAR 5:063 Section 1 (1)(n), applicant's legal counsel hereby affirms that the Marion County Judge Executive has been: (i) notified by certified mail, return receipt requested, of the proposed construction; (ii) given the commission docket number under which the application will be processed; and (iii) informed of its right to request intervention.
- 17. Pursuant to 807 KAR 5:063 Section 1(1)(o), a copy of the notice sent to the Marion County Judge Executive is Exhibit "H."

- 18. Pursuant to 807 KAR 5:063 Section 1 (1)(p), applicant's legal counsel hereby affirms that (i) two written notices meeting subsection two (2) of this section have been posted, one in a visible location on the proposed site and one on the nearest public road; and (ii) the notices shall remain posted for at least two weeks after the application has been filed.
- 19. Pursuant to 807 KAR 5:063 Section 1 (2)(a), applicant's legal counsel affirms that:
  - (a) A written notice, of durable material at least two (2) feet by four (4) feet in size, stating that "Kentucky RSA #4 Cellular General Partnership proposes to construct a telecommunications tower on this site," including the addresses of the applicant and the Kentucky Public Service Commission, has been posted and shall remain in a visible location on the proposed site until final disposition of the application; and
  - (b) A written notice, of durable material at least two (2) feet by four (4) feet in size, stating that "Kentucky RSA #4 Cellular General Partnership proposes to construct a telecommunications tower near this site," including the addresses of the applicant and the Kentucky Public Service Commission, has been posted on the public road nearest the site.

A copy of each sign is attached as Exhibit "I."

- 20. Pursuant to 807 KAR 5:063 Section 1 (1)(q), a statement that notice of the location of the proposed construction has been published in a newspaper of general circulation in the county in which the construction is proposed is attached as Exhibit "J."
- 21. Pursuant to 807 KAR 5:063 Section 1(1)(r), the cell site, which has been selected, is in a relatively undeveloped, rural area in Raywick, Kentucky. Existing land uses are characterized as agricultural. A photograph of the proposed site is included as Exhibit "A-2" to the geotechnical investigation report, attached hereto as Exhibit "C" hereto...
- 22. Pursuant to 807 KAR 5:063 Section 1(1)(s), Kentucky RSA #4 has considered the likely effects of the installation on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service to the area can be

provided, and that there is no reasonably available opportunity to co-locate. Kentucky RSA #4 has attempted to co-locate on towers designed to host multiple wireless service providers' facilities or existing structures, such as a telecommunications tower, or another suitable structure capable of supporting the utility's facilities.

- 23. Pursuant to 807 KAR 5:063 Section 1(1)(t), attached as Exhibit "K" is a map of the area in which the tower is proposed to be located, that is drawn to scale and that clearly depicts the search area in which a site should, pursuant to radio frequency requirements, be located.
- 24. Pursuant to KRS 100.987(2)(a), a grid map, that is drawn to scale, that shows the location of all existing cellular antenna towers and that indicates the general position of proposed construction sites for new cellular antenna towers is Exhibit "L."
- 25. Pursuant to 807 KAR 5:063, § 1(1)(c), attached as Exhibit "M" is a copy of the application to, and authorization from, the Federal Communications Commission.
- 26. No reasonably available telecommunications tower, or other suitable structure capable of supporting the cellular facilities of Kentucky RSA #4 and which would provide adequate service to the area exists.
- 27. Correspondence and communication with regard to this application should be addressed to:

John E. Selent
Felix H. Sharpe, II

DINSMORE & SHOHL LLP
101 South Fifth Street
Suite 2500
Louisville, KY 40202
(502) 540-2300
john.selent@dinsmore.com
felix.sharpe@dinsmore.com

WHEREFORE, Kentucky RSA #4 Cellular General Cellular Partnership requests the Commission to enter an order:

- Granting a certificate of public convenience and necessity to construct the Raywick cell site; and
  - 2. Granting all other relief as appropriate.

Respectfully submitted,

John E. Selent

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#### AGREEMENT

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#### KENTUCKY RSA 4 CELLULAR GENERAL PARTNERSHIP

THIS GENERAL PARTNERSHIP AGREEMENT, is entered into by and among Brandenburg Telephone Co., Inc., a Kentucky corporation, and South Central Rural Telephone Cooperative Corporation, Inc., a Kentucky corporation, as the general partners, and the persons (if any) who become general partners, as provided herein ("Partners").

#### WITNESSETH:

WHEREAS, the parties hereto desire to form a general partnership under the Laws of the Commonwealth of Kentucky, for the purposes and upon the terms stated herein; and

WHEREAS, Brandenburg Telephone Co., Inc. has been selected in a lottery conducted December 20, 1989 by the Federal Communications Commission ("FCC") in the process of considering applications to construct a domestic public cellular radio telecommunications system, "the Cellular System," to serve the Kentucky 4-Spencer Rural Service Area (the "RSA"); and

WHEREAS, the Partners have entered into a "Kentucky RSA 4 Settlement Agreement" ("Settlement Agreement") on June 8, 1989, concerning the settlement of mutually exclusive applications for the construction permit (the "permit").

#### I. ORGANIZATION MATTERS

#### 1.1 Formation.

The General Partners have associated themselves in the formation of the Partnership as a general partnership pursuant to the provisions of the Kentucky Act. Except as expressly provided herein to the contrary, the rights and obligations of

Partners and the administration and termination of the

Partnership shall be governed by the Kentucky Act. The

Partnership Interest of any Partner shall be personal property

for all purposes.

# 1.2 Name

The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name, "Kentucky RSA 4 Cellular General Partnership". The Partnership's business may be conducted under any other name or names deemed advisable by the Partners, including the name of any Partner.

#### 1.3 Principal Office.

The principal office and address of the Partnership shall be 332 Broadway, Brandenburg, Kentucky 40108, or such other place as the Partners may from time to time designate. The Partnership may maintain such offices at such other place or places as the Partners deem advisable.

#### 1.4 Term.

The Partnership shall continue in existence until termination of the Partnership in accordance with the provisions of Article XI.

# II. DEFINITIONS

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement.

"Agreed Value" means the fair market value of any Partnership property as determined from time to time by a Majority Interest of the Partners using such reasonable method of valuation as may be adopted by the Partners. Unless another Agreed Value is fixed by the Partners for any item of Partnership property, the Agreed Value of such property shall be deemed to equal its adjusted basis for federal income tax purposes.

"Agreement" means this Agreement of General Partnership, as it may be amended or supplemented from time to time.

"Bankruptcy" shall be deemed to have occurred with respect to any Partner 60 days after the happening of any of the following: (a) the filing of an application by the Partner for, or a consent to, the appointment of a trustee of the Partner's assets, (b) the filing by the Partner of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing the Partner's inability to pay the Partner's debts as they become due, (c) the making by the Partner of a general assignment for the benefit of creditors, (d) the filing by the Partner of an answer admitting the material allegations, of, or consenting to, or defaulting in answering, a bankruptcy petition filed against the Partner in any bankruptcy proceeding, or (e) the entry of an order, judgment, or decree by any court of competent jurisdiction adjudicating the Partner a bankrupt or appointing a trustee of the Partner's assets, and such order, judgment, or decree continuing unstayed and in effect for such period of 60 days.

"Capital Account" means the capital account maintained for a Partner pursuant to Section 4.4.

"Capital Contribution" means any cash or other property which a Partner contributes to the Partnership pursuant to Sections 4.2 or 4.3.

"Carrying Value" means, with respect to any property of the Partnership, the Agreed Value of such property at the time of its contribution to the Partnership, or as fixed from time to time in accordance with Section 4.4(e), reduced (but not below zero) by all depreciation and cost recovery deductions charged to the Partners' Capital Accounts pursuant to Section 4.4(c) with respect to such property and by any other charges for sales, retirements and other dispositions of such property, as of the time of determination.

"Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time.

"Excess Loss Account" means, with respect to any Partner, an amount equal to the aggregate losses allocated to such Partner pursuant to Section 5.2 less the aggregate income allocated to such Partner pursuant to Section 5.2. A transferee of a Partnership Interest will succeed to the Excess Loss Account with respect to the Partnership Interest transferred.

"General Partner" means any of the Partners listed on the first page, or admitted by a vote of the Partners in accordance with Article X.

"Majority Interest" means the owners of more than 50% of the Percentage Interests owned by the Partners.

"Management Committee" means the committee described in Section 6.1(a).

"Net Agreed Value" means (a) in the case of any property contributed to the Partnership, the Agreed Value of such property reduced by any indebtedness, either assumed by the Partnership upon such contribution or to which such property is subject when contributed, and (b) in the case of any property distributed to a Partner, the Agreed Value of such property at the time such property is distributed, reduced by any indebtedness either assumed by such Partner upon such distribution or to which such property is subject at the time of distribution.

"Partner" means any of the General Partners.

"Partnership" means the general partnership established by this Agreement.

"Partnership Interest" means the Percentage Interest of a Partner in the Partnership.

"Percentage Interest" means initially the amount specified in Section 4.1. After the first capital contributions of the Partners have been made, the Percentage Interest held by each Partner in the Partnership shall equal the percentage derived by multiplying the balance of the Partner's capital account by one hundred and then dividing by the total balance of the capital accounts of all of the Partners.

"Person" means an individual or a corporation, partnership, trust, unincorporated organization, association or other entity. "Recapture Income" means any gain that is not capital gain recognized by the Partnership or, in the case of gain required by the Code to be computed separately by each Partner, by a Partner (but computed without regard to any adjustment required by Section 734 or Section 743 of the Code) upon the disposition of any property or asset of the Partnership.

"Kentucky Act" means the Kentucky Uniform Partnership Act, KRS 362.175 to KRS 362.355, as it may be amended from time to time.

"Unrealized Gain" attributable to an item of Partnership property means, as of any date of determination, the excess, if any, of the Agreed Value of such property as of such date of determination over the Carrying Value of such property as of such date of determination (prior to any adjustment to be made pursuant to Section 4.4(e) as of such date).

"Unrealized Loss" attributable to an item of Partnership property means, as of any date of determination, the excess, if any, of the Carrying Value of such property as of such date of determination (prior to any adjustment to be made pursuant to Section 4.4(e) as of such date) over the Agreed Value of such property as of such date of determination.

#### III. PURPOSE

The purpose and business of the Partnership shall be to engage in any lawful business in which a general partnership formed under the Kentucky Act may engage, including, without

limitation, the ownership of cellular radio telecommunications systems.

#### IV. CAPITAL CONTRIBUTIONS

# 4.1 Percentage Of Interest.

Each Partner shall have an initial percentage interest in the Partnership as described in the following schedule:

# Partner Brandenburg Telephone Co., Inc. 50% South Central Rural Telephone Cooperative Corporation, Inc. 50%

## 4.2 Initial Capital Contribution.

Each Partner shall contribute one-thousand dollars (\$1,000.00) to the Partnership as an initial capital contribution.

- 4.3 Partners' Additional Contributions.
- Additional Capital Contributions. From time to time additional capital may be required to be invested by the Partnership to fund expansion or operation of Cellular Service. If the Management Committee determines that additional capital is so needed, each Partner shall be entitled to provide its share additional capital in proportion to its then current Partnership Interest. This additional funding shall be due and payable on the date set forth in a written notice to each Partner requesting such the Partnership additional Contribution, which date shall not be less than 60 days from the date of the notice.

- (b) Failure to Make Capital Contributions. Should any Partner (a "Nonparticipating partner") make a portion but not all of its initial Capital Contribution or any subsequent additional Capital Contribution, or fail to pay such contributions when due, the other Partners may contribute pro rata, according to their then current respective Partnership Interests, an aggregate amount equal to the Capital Contribution declined by the Nonparticipating Partner. In such event, the Nonparticipating Partner shall forfeit its right to select a person to serve on the Management Committee.
- (c) <u>Capital Contributions in Cash</u>. Unless the Management Committee agrees to permit an in kind (property) contribution by a Partner by the affirmative vote of One Hundred percent of its members, funding of both initial and additional Capital Contributions to the Partnership shall be in cash and not real or personal property.

#### 4.4 Capital Accounts.

- (a) The Partnership shall maintain for each Partner a separate Capital Account. The initial balance of the Capital Account of the General Partners shall be zero.
- (b) Each Partner's Capital Account shall be increased by (i) the cash amount or Net Agreed Value of all Capital Contributions made by such Partner to the Partnership pursuant to this Agreement and (ii) all items of Partnership income and gain computed in accordance with Section 4.4(c) and allocated to such Partner pursuant to Article V and decreased by (iii) the cash

amount or Carrying Value of all distributions of cash or property made to such Partner pursuant to this Agreement and (iv) all items of Partnership deduction and loss computed in accordance with Section 4.4(c) and allocated to such Partner pursuant to Article V.

- (c) For purposes of computing the amount of any item of income, gain, deduction or loss to be reflected in the Partners' Capital Accounts, the determination, recognition and classification of such items shall be the same as its determination, recognition and classification for federal income tax purposes, with the following adjustments:
  - (i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account under this Section 4.4(c) shall be considered an item of income;
  - (ii) Any expenditures of the Partnership described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account under this Section 4.4(c), shall be considered a deduction;
  - (iii) Gain or loss resulting from any disposition of Partnership property with respect to which gain or loss is recognized for federal income tax purposes shall be computed with reference to the Carrying Value of the property disposed of, rather than its adjusted basis; and

- (iv) The depreciation, amortization, or other cost recovery deductions with respect to an item of Partnership property shall be computed with reference to the Agreed Value of such property rather than its adjusted basis.
- (d) A transferee of a Partnership Interest will succeed to the Capital Account relating to the Partnership Interest transferred.
- (e) Immediately prior to the distribution of any Partnership property other than money, the Capital Accounts of all Partners (and the Carrying Value of all Partnership property) may, in the discretion of the Management Committee, be adjusted (consistent with the provisions hereof and Section 704 of the Code) upwards or downwards to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property (as if such Unrealized Gain or Unrealized Loss had been recognized upon an actual sale of such property, immediately prior to such issuance, and had been allocated to the Partners, at such time, pursuant to Article V).
- (f) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such regulations. To the extent that any provision required by the Treasury Regulations is not contained in this Agreement, that provision is hereby incorporated by reference. If the Management Committee determines that it is prudent to modify the

manner in which the Capital Accounts are computed or maintained in order to comply with such regulations, the Management Committee may make such modification, provided that such modification is not likely to have a material effect on the amounts distributable to any Partner pursuant to Section 13.3 upon dissolution of the Partnership.

# 4.5 <u>Negative Capital Account.</u>

Upon the dissolution and termination of the Partnership, each Partner shall contribute to the Partnership an amount equal to the deficit balance in its capital account, if any.

### 4.6 Interest.

No interest shall be paid by the Partnership on Capital Contributions or on balances in Partners' capital accounts.

# 4.7 No Withdrawal.

A Partner shall not be entitled to withdraw any part of its Capital Contribution or its Capital Account or to receive any distribution from the Partnership, except as provided in Section 5.3 and Article XI.

#### 4.8 Loans from Partners.

Loans by a Partner to the Partnership shall not be considered Capital Contributions.

#### V. ALLOCATIONS AND DISTRIBUTIONS

#### 5.1 Income and Loss.

(a) In determining the rights of the Partners among themselves and for financial accounting purposes, each item of income, gain, loss, deduction and credit shall be credited or charged, as the case may be, among the Partners in accordance with their respective Percentage Interests.

(b) For federal income tax purposes, except as otherwise provided in Section 5.2, each item of income, gain, loss, deduction and credit of the Partnership shall be allocated among the Partners in accordance with their respective Percentage Interests.

# 5.2 Other Tax Allocations.

- Income, gain, loss, and deduction with respect to any (a) property contributed to the Partnership shall, solely for federal income tax purposes, be allocated among the Partners so as to take into account any difference between the Agreed Value of such property and its adjusted basis on the date of such contribution, in accordance with Section 704(c) of the Code. If the Carrying Value of any Partnership property is adjusted pursuant to Section 4.4(e), subsequent allocations of income, gain, loss, and deduction with respect to such property shall take account of any variation between the adjusted basis of such property and its Carrying Value, in the same manner as provided for under Section All allocations under this Section 5.2(a) 704(c) of the Code. shall be made in such manner as the Management Committee may in its discretion determine reasonably reflects the requirements of the Code and the intention of this Agreement.
- (b) To the extent of any Recapture Income resulting from the sale or other taxable disposition of a Partnership asset, the amount of any gain from such disposition allocated to (or recog-

- nized by) a Partner (or its successor in interest) for federal income tax purposes pursuant to the above provisions shall be deemed to be Recapture Income to the extent such Partner has been allocated or has claimed any deduction directly or indirectly giving rise to the treatment of such gain as Recapture Income.
- (c) In the event of the transfer of a Partnership Interest during a year, each item of Partnership income, gain, loss, deduction and credit attributable to the transferred Partnership Interest shall, for federal income tax purposes, be prorated between the transferor and transferee on a daily or other reasonable basis, as required by Section 706 of the Code; provided, however, that gain on a sale or other disposition of all or a substantial portion of the assets of the Partnership shall be allocated among the Partners in proportion to their Partnership Interests on the date of sale.
- (d) If the Percentage Interest of any Partner is changed during a taxable year such Partner's share of taxable income or loss shall be determined for federal income tax purposes by taking into account his varying Percentage Interests in the Partnership during the taxable year on a daily or other reasonable basis as required by Section 706 of the Code.
- (e) It is intended that the allocations in this Article V effect an allocation for federal income tax purposes in a manner consistent with the Code and comply with any limitations or restrictions therein. The Management Committee shall have complete discretion to make the allocations pursuant to this

Article V in any manner consistent with the Code. The Majority Interest of the Partners may amend the provisions of this Agreement in accordance with Article XII as appropriate as a result of the promulgation of final treasury regulations under any section of the Code, if in the opinion of counsel such an amendment is advisable to reflect allocations among the Partners consistent with those regulations.

## 5.3 Current Distributions.

- (a) The Management Committee shall review the Partnership's accounts at the end of each calendar quarter to determine whether distributions are appropriate. The Management Committee may make such distributions as they in their discretion deem appropriate, without being limited to current or accumulated income or gains. All such distributions shall be made to the Partners in accordance with the Percentage Interests of such Partners.
- (b) Any amounts paid pursuant to Section 6.2 shall not be deemed to be distributions for purposes of this Agreement.

# VI. MANAGEMENT, OPERATION OF BUSINESS AND PARTNERSHIP POWERS

#### 6.1 Management.

(a) The Partnership shall be managed by a Management Committee. Each Partner with a partnership interest equal to or greater than fifty percent shall be entitled to select one person to serve on the Management Committee subject to Section 9.1(c). Unless, otherwise provided in this Agreement all action taken by the Management Committee shall be by simple majority vote of the members of the Management Committee. The Management

Committee shall hire an operations manager to manage the day to day operations of the Cellular System.

- (b) Partnership Powers. In furtherance of the business purpose specified in Article III and subject to the limitations set forth in this Agreement, the Partnership, and the Management Committee on behalf of the Partnership, shall be empowered to do or cause to be done any and all acts reasonably deemed by the Management Committee to be necessary or appropriate furtherance of the purposes of the Partnership or forbear from doing any act if the Management Committee reasonably deems such forbearance necessary or appropriate in furtherance of purposes of the Partnership, including without limitation, the power and authority:
  - (1) To enter into, perform and carry out contracts and agreements of every kind necessary or incidental to the accomplishment of the Partnership's purposes, including, without limitation, contracts and agreements with any Partner and the affiliates of any Partner, and to take or omit such other or further action in connection with the Partnership's business as may be reasonably necessary or desirable in the opinion of the Management Committee to further the purposes of the Partnership; provided, however, that (i) any transaction between the Partnership and any of the Partners or any of their affiliates shall be documented and shall become part of the records of the Partnership; and (ii) any such contracts or agreements shall be on terms no

more favorable to such Partner or affiliate than the terms available to the Partnership from third parties;

- (2) To borrow from banks and other lenders on such terms and conditions as shall be approved by the Management Committee and to secure any such borrowings by mortgaging, pledging or assigning assets and revenues of the Partnership to the extent deemed necessary or desirable by the Management Committee;
- (3) To invest such funds as are temporarily not required for Partnership purposes in debt obligations selected by the Management Committee including government securities, certificates of deposit of commercial banks (domestic or foreign), commercial paper, bankers' acceptances and other money market instruments; and
- (4) To carry on any other activities necessary to, in connection with or incidental to any of the foregoing.
- 6.2 <u>Management Compensation and Reimbursement of the Partners</u>
- (a) Operating and Management Expenses. The Partners may be reimbursed by the Partnership monthly for any reasonable and necessary expenses incurred by the Partners on behalf of the Partnership in providing cellular service, including reasonable and necessary administrative and general overhead expenses, including, but not limited to, marketing, maintenance, message charges, facilities, engineering, customary legal, accounting and audit fees, development and implementation of billing procedures, expenses of preparing tax returns and reports, taxes, travel,

office rent, telephone, salaries (including social security, relief, pensions and other benefits), and other incidental business expenses incurred by the Partners on behalf of the Partnership in connection with the provision of Cellular Service. Reimbursement must be approved by the Management Committee.

- (b) <u>Powers of the Management Committee</u>. In addition to those powers vested pursuant to Section 6.1(b) and subject to the limitations set forth in this Agreement, the Management Committee hereby is vested with the power to:
  - (1) Manage, supervise and conduct the affairs of the Partnership;
  - (2) Make all elections, investigations, evaluations and decisions, binding the Partnership thereby, that may be necessary or appropriate in connection with the business purposes of the Partnership;
  - (3) Incur obligations or make payments on behalf of the Partnership in its own name or in the name of the Partnership;
  - (4) Execute all instruments of all kind or character which the Management Committee in its discretion shall deem necessary or appropriate in connection with the business purposes of the Partnership;
  - (5) Enter into agreements with other providers of Cellular Service (including Affiliates of the Management Committee) to obtain switching services when, in the

judgment of the Management Committee, such agreements are in the best interest of the Partnership.

# 6.3 Partnership Funds.

The funds of the Partnership shall be deposited in such account or accounts as are designated by the Management Committee and shall not be commingled with the funds of any Partner or any affiliate thereof. All withdrawals from such account(s) shall be made upon such authorized signature(s) as the Management Committee may from time to time, determine.

### 6.4 Indemnification.

The Partnership shall indemnify and hold harmless Partners from and against any loss, expense, damage, or injury suffered or sustained by them by reason of any acts, omissions, or alleged acts or omissions arising out of their activities on behalf of the Partnership or in furtherance of the interests of the Partnership, including but not limited to any judgment, award, settlement, reasonable attorneys' fees, and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceedings, or claim, if the acts, omissions, or alleged acts or omissions upon which the actual or threatened action, proceedings, or claims are based were for a purpose reasonably believed to be in the best interests Partnership and were not performed or omitted fraudulently or in bad faith or as a result of negligence by a Partner and were not in violation of the Partner's fiduciary obligation to

Partnership. Any such indemnification shall be solely from the assets of the Partnership.

# 6.5 Other Matters Concerning the Partners.

- (a) Any Partner may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.
- (b) Any Partner may consult with legal counsel, accountants, appraisers, management consultants, investment bankers, and other consultants and advisors selected by it and may rely on any opinion of any such consultant or advisor as to matters which the Partner believes to be within its professional or expert competence as long as the Partner acts in good faith and in accordance with such opinion.

# 6.6 General Partners' Other Business Activities.

It is recognized that the Partners and affiliates of the Partners are or may be engaged in the conduct of other substantial activities for their own account and for the accounts of others, including the management, ownership, and operation of cellular radio facilities in areas other than Kentucky RSA 4. The Partners and their officers, directors or representatives shall not be required to devote their full time to Partnership affairs but only such time as in their judgment the conduct of the Partnership affairs shall require.

# 6.7 Liability.

No Partner shall be liable, responsible, or accountable in damages or otherwise to the Partnership or any Partner for any action taken or failure to act on behalf of the Partnership within the scope of the authority conferred on any Partner by this Agreement or by law unless the act or omission was performed or omitted fraudulently or in bad faith or constituted negligence.

Bankruptcy. At the Bankruptcy of any Partner, that Partner (an "Inactive Partner") and any member of the Management Committee selected by that Partner pursuant to Section 6.1(a) shall cease to have any voice in the conduct of the affairs of the Partnership, and all acts, consents, and decisions with respect to the Partnership shall thereafter be made by the other Partners. The Inactive Partner shall, nonetheless, remain liable for its share of any losses of the Partnership or contributions to the Partnership as provided herein, and shall be entitled to receive its share of income, gain, loss, deduction, credit, and distributions. For six months from and after the date of the Bankruptcy of any Partner, the other Partners shall have the irrevocable option to purchase the Inactive Partner's Partnership Any such purchase shall be made in proportion to the respective Percentage Interest of the other Partners at such time or in such other proportion as they may mutually agree. the other Partners exercise their option to purchase the Inactive Partner's Partnership Interest, they shall notify the Inactive Partner or his representative of their intention to do so within the six-month option period. The purchase price of any Partnership Interest purchase pursuant to this Section 6.8 shall be the Appraisal Price as (defined in Section 9.1(d)) and shall be payable in cash at the time specified in Section 9.1(e). Should the other Partners not exercise the option to purchase the Inactive Partner's Partnership Interest, the Inactive Partner shall remain an Inactive Partner in accordance with the provisions set forth in this Section 6.8.

VII. BOOKS, RECORDS, ACCOUNTING AND REPORTS

#### 7.1 Records and Accounting.

The Partnership shall keep or cause to be kept complete and accurate books with respect to the Partnership's business, which books shall at all times be kept at the principal office of the Partnership. The books of the Partnership shall be maintained, for financial reporting purposes, on the accrual basis in accordance with generally accepted accounting principles.

# 7.2 Fiscal Year.

The fiscal year of the Partnership shall be the calendar year.

#### VII. INCOME TAX MATTERS

# 8.1 Organizational Expenses.

The Partnership shall elect to deduct expenses incurred in organizing the Partnership ratably over a sixty-month period as provided in Section 709 of the Code.

## 8.2 Taxation as a Partnership.

No election shall be made by the Partnership, or any Partner to be excluded from the application of any of the provisions of Subchapter K, Chapter 1 of Subtitle A of the Code or from any similar provisions of any state tax laws.

#### IX. TRANSFER OF PARTNERSHIP INTERESTS

- 9.1(a) Rights of First Refusal. The Partners agree they will not (directly or indirectly) sell, give, assign, pledge or otherwise transfer or encumber (any such event hereinafter referred to as "sell or transfer") their Partnership Interest except pursuant to the provisions of this Section 9.1, and any attempt to sell or transfer a Partnership Interest other than in accordance with the terms and provisions of this Section 9.1 shall be null and void and of no effect.
- 9.1(b) If a Partner desires to sell or transfer all or any part of its Partnership Interest (hereinafter "Desire to Sell") (hereinafter such party desiring to sell referred to as "Seller"), it shall notify the nonselling Partners ("Notice of Transfer") of the Desire to Sell, and, if such Desire to Sell is in response to a third party offer, such Notice of Transfer shall contain the terms of the third party offer and the identity of the prospective purchaser. For a period of 60 days after the last of the nonselling Partners receipt from Seller of a Notice of Transfer the Partners shall have an option ("Transfer Option") to purchase the Seller's Partnership Interest identified in the Notice of Transfer. The purchase price and the terms of sale for

the Partnership Interest to be purchased pursuant to the Transfer Option shall be the price and terms identified in the Notice of Transfer or if the Notice of Transfer is not in response to a third party offer, the terms of sale shall be cash and the price shall be the Appraisal Price as defined in Section 9.1(d) of this Article IX. Unless they agree otherwise, those Partners exercising the Transfer Option by notifying the Seller in a timely manner (the "Purchasing Partners") shall be obligated to purchase that percentage of the Partnership Interest identified in the Notice of Transfer as the Partnership Interest of each such Purchasing Partner bears to the Partnership Interests of all Purchasing Partners, but the seller shall not be obligated to sell less than all of the Partnership Interest Identified in the Notice of Transfer, so exercising. The Purchasing Partners shall have a period of sixty (60) days to arrange financing for and During such sixty (60) close the purchase transaction. period, the Purchasing Partners shall also cause the Appraisal Price to be determined, if necessary.

9.1(c) If the Partners do not exercise their respective options to purchase the Shares pursuant to Section 9.1(b) or if they fail or refuse to perform their purchase obligations after such exercise within the sixty (60) day period, such Partnership Interest may be sold or transferred by Seller for a period of sixty (60) days after the lapse of such options to the transferee identified in the Notice of Transfer at the purchase price and upon the terms specified in the Notice of Transfer. Unless the

transferee becomes a substituted Partner pursuant to Article X, the transferee shall have no right to interfere in the management or administration of the Partnership's business or affairs, or to require any information or account of Partnership transactions, or to inspect the Partnership's books. The sale or transfer merely entitles the transferee to receive the share of distributions, income, and losses to which the Seller would otherwise be entitled.

(d) The "Appraisal Price" shall mean the value of Partnership Interest determined on the basis of the value of the Partnership as a going concern, on the basis of such Partnership Interests being free of all restrictions imposed by this Agreement and on a basis exclusive of any adjustment to such value due to the illiquidity of or absence of any market for such Partnership Interest. The Appraisal Price shall be determined as within ten (10) days after exercise of the Transfer Option pursuant to Section 9.1, the Purchasing Partners and the Seller shall use their best efforts to agree on an Appraisal Price. If they fail to agree, then on the eleventh (11th) day after such exercise, the Seller, on the one hand, and the Purchasing Partners on the other, shall notify each other in writing of its opinion as to the Appraisal Price and the identity of an appraiser it has selected to determine the Appraisal Price. Each such appraiser shall deliver its report to the Seller and Purchasing Partners, and to the other appraiser, within fortyfive (45) days of the giving of such notice and the two

appraisers shall meet and attempt to determine the Appraisal Price within sixty (60) days after the exercise of the Transfer Option under Section 9.1(b). If the two appraisers fail to reach agreement within such sixty (60) day period they shall, at the end of such period, agree on a third appraiser who shall determine a third Appraisal Price. The third appraiser shall not be given the Appraisal Prices of the first two appraisers. Final Appraisal Price shall be (i) the amount agreed to by the two parties if they do agree, or (ii) the amount specified in the notice given by one party on the eleventh (11th) day as above in the event that the other party fails to give notice on that day designating an appraiser or if the appraiser designated by such party fails to perform in accordance with the contemplated hereby or fails to act in good faith, or (iii) the amount agreed to by the two appraisers appointed by the parties if clauses (i) or (ii) immediately preceding are not applicable, or (iv) if a third appraiser has been appointed, the average of All the two closest appraisals. costs of the appraisals hereunder shall be paid 25% by the Purchasing Partners and 75% by the Seller. The Parties shall cooperate fully with each appraiser appointed under this Section 9.1 and shall fully disclose any and all information including, without limitation, any business plans or forecasts of the Partnership which is or may be material to the valuation of the Partnership as a going concern.

- (e) The closing of any purchase transaction created pursuant to this Section 9.1 shall take place on or before the one-hundred twentieth (120) day after exercise of the Transfer Option. At the closing, Seller shall deliver the Partnership Interest free and clear of all liens and restrictions against delivery to it of the purchase price required by this Section 9.1.
- 9.2 <u>Tiered Acquisition</u>. Regardless of any contrary provision of this Agreement, no Person may acquire from any Partner or Partners (in either case, a "Selling Partner") a Partnership Interest unless the Person also offers to acquire the Partnership Interest of each other Partner at a price and under terms and conditions that are at least as favorable as those by which the Person offers to acquire the Partnership Interest from the Selling Partner. Any acquisition of an interest in the Partnership in violation of this Section 9.2 shall be deemed null and void and of no effect.

# X. ADMISSION OF OTHER GENERAL PARTNERS

By a vote of the Partners owning at least a Majority
Interest of the Partnership, one or more parties may become
additional or substituted partners. In the event of any such
addition or substitution (i) the new Partner shall participate in
the Partnership on the same terms and conditions as described in
this Agreement, and shall be subject to and bound by all of the
provisions of this agreement as if originally a party of this
Agreement and (ii) the Partnership Interests of the other

Partners shall be adjusted according to their then current respective Partnership Interests.

# XI. DISSOLUTION AND LIQUIDATION

#### 11.1 Dissolution.

The Partnership may be dissolved only upon:

- (a) the sale or other disposition of all or substantially all of the partnership's assets;
- (b) an election to dissolve the Partnership by the affirmative vote of the Partners owning at least One Hundred percent (100%) of the Partnership Interests.
- (c) the Bankruptcy of any Partner; provided that the remaining Partners shall have the authority to continue the business of the Partnership within the meaning of Section 362.335(2)(b) of the Kentucky Act.
- (d) any other event that, under the Kentucky Act, would cause its dissolution.
- 11.2 The Partners shall liquidate the assets of the Partnership, and apply and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of applicable law:
- (a) the payment to creditors of the Partnership, including Partners, in order or priority provided by law;
- (b) to the Partners, in proportion to and to the extent of the positive balances in their respective Capital Accounts; and

(c) to the Partners in accordance with their respective Percentage Interests; provided, however, that the Partners may place in escrow a reserve of cash or other assets of the Partnership for contingent liabilities in an amount determined by the Partners to be appropriate for such purposes.

#### 11.3 Distribution in Kind.

Notwithstanding the provisions of Section 11.2 which require the liquidation of the assets of the Partnership, but subject to the order of priorities set forth therein, if on dissolution of the Partnership the Partners determine that an immediate sale of part or all of the Partnership's assets would be impractical or would cause undue loss to the Partners, the Partners may, by a vote of a Majority Interest defer for a reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Partnership (other than those to Partners) and/or may, in its absolute discretion, distribute to the Partners prorata, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.2, undivided interests in such assets Partnership the Partners deem not suitable as liquidation. Any distributions in kind shall be subject to such conditions relating to the disposition and management thereof as the Partners deem reasonable and equitable and to any joint operating, charter or management agreements or other agreements governing the operation of such properties at such time. Partners shall determine the fair market value of any property distributed in kind using such reasonable method of valuation as they may adopt.

# 11.4 Waiver of Partition.

Each Partner hereby waives any rights to partition of the Partnership property.

#### XII. AMENDMENT OF PARTNERSHIP AGREEMENT

The Partnership Agreement may be amended by a vote of the Partners owning at least One Hundred percent (100%) of the Partnership Interests, provided, however that no such amendment shall otherwise change any Partner's Partnership Interest as determined in this Agreement, or any Partner's voting rights as otherwise specified in this Agreement.

# XIII. SALE OR TRANSFER OF PARTNERSHIP ASSETS

No direct or indirect sale or transfer of substantially all of the Partnerships assets or licenses is permitted without the prior approval of Partners controlling at least One Hundred percent (100%) of the Partnership Interests.

#### XIV. GENERAL PROVISIONS

# 14.1 Addresses and Notices.

Any notice, demand, request or report required or permitted to be given or made to a Partner under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class mail or by other means of written communication to the Partner at the address set forth below.

Brandenburg Telephone Co., Inc. 332 East Broadway Brandenburg, KY 40108 Attention: J. D. Tobin, Jr., President

South Central Rural Telephone
Cooperative Corporation, Inc.
Box 159
Glasgow, KY 42141
Attention: Clinton Quenzer, General Manager

Any notice, payment or report to be given or sent to a Partner hereunder shall be deemed conclusively to have been given or sent, and the obligation to give such notice or report or to make such payment shall be deemed conclusively to have been given or sent, and the obligation to give such notice or report or to make such payment shall be deemed conclusively to have been fully satisfied, upon mailing such notice, payment or report to such Partner by certified mail, return-receipt requested, at its address as shown above. Any notice to the Partnership shall be if received at the principal given office of Partnership designated pursuant to Section 1.3. The Partnership may rely and shall be protected in relying on any notice or other document from a Partner or other Person if believed by them to be genuine.

#### 14.2 Titles and Captions.

All Article or section titles or captions in this Agreement are for convenience only. They shall not be deemed part of this

Agreement and in no way define, limit, extend or describe the scope of intent of any provisions hereof.

# 14.3 Pronouns and Plurals.

Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

# 14.4 Further Action.

The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purpose of this Agreement.

## 14.5 Binding Effect.

This Agreement shall be binding upon and inure to the benefits of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

#### 14.6 Integration.

This Agreement constitutes the entire Agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

#### 14.7 Creditors.

None of the provisions of this Agreement shall be for the benefits of or enforceable by an creditors of the Partnership.

#### 14.8 Waiver.

No failure by any party to insist upon the strict performance of any covenant, duty, Agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, Agreement or condition.

# 14.9 Counterparts.

This Agreement may be executed in counterparts, all of which together shall constitute one Agreement binding on all the parties, notwithstanding that all the parties are not signatories to the original or the same counterpart.

# 14.10 Applicable Law.

This Agreement shall be construed in accordance with and governed by the laws of Kentucky, without regard to the principles of conflicts of law.

# 14.11 Invalidity of Provisions.

If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this  $27^{\frac{1}{2}}$  day of 0

# GENERAL PARTNERS:

BRANDENBURG TELEPHONE CO., INC.

Ву:

Date: /2-17-89

SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORPORATION, INC.

By: Sentul Sylonory

Title: FENERA MANAGER

Date: /3/27/89



# KENTUCKY AIRPORT ZONING COMMISSION

MATTHEW BEVIN Governor

421 Buttermilk Pike Covington, KY 41017 www.transportation.ky.gov 859-341-2700

June 22, 2018

APPROVAL OF APPLICATION

APPLICANT: **BLUEGRASS CELLULAR BLUEGRASS CELLULAR** 2902 Ring Road Elizabethtown, KY 42702

SUBJECT: AS-078-612-2018-051

STRUCTURE: LOCATION:

Antenna Tower Raywick, KY

COORDINATES: 37° 33' 17.47" N / 85° 25' 9.90" W

HEIGHT:

250' AGL/880' AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 250'AGL/ 880'AMSL Antenna Tower near Raywick, KY 37° 33' 17.47" N / 85° 25' 9.90" W.

This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit.

A copy of the approved application is enclosed for your files.

Medium Dual Obstruction Lighting is required in accordance with 602 KAR 50:100.

ohn Houlihan Administrator





#### KENTUCKY AIRPORT ZONING COMMISSION

MATTHEW BEVIN
Governor

421 Buttermilk Pike Covington, KY 41017 www.transportation.ky.gov 859-341-2700

#### CONSTRUCTION/ALTERATION STATUS REPORT

June 22, 2018

AERONAUTICIAL STUDY NUMBER: AS-078-612-2018-051

BLUEGRASS CELLULAR BLUEGRASS CELLULAR 2902 Ring Road Elizabethtown, KY 42702

This concerns the permit which was issued to you by the Kentucky Airport Zoning Commission on June 22, 2018. This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within the said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit. When appropriate, please indicate the status of the project in the place below and return this letter to John Houlihan, Administrator, Kentucky Airport Zoning Commission, 421 Buttermilk Pike, Covington, KY, 41017. 859-341-2700.

STRUCTURE:

Antenna Tower

LOCATION:

Raywick, KY

COORDINATES:

37° 33' 17.47" N / 85° 25' 9.90" W

HEIGHT:

250' AGL /880'AMSL

# CONSTRUCTION/ALTERATION STATUS

1. The project ( ) is abandoned. (	) is not abandoned.
------------------------------------	---------------------

2.	Construction status is as follows: Structure reached its greatest height of ft. AMSL on		
	Date construction was completed.	······································	
	Type of obstruction marking/painting.		·
	Type of obstruction lighting.	· • · · · · · · · · · · · · · · · · · ·	
	As built coordinates.	~ <u>~</u>	····
	Miscellaneous Information.		
	DATE		
	SIGNATURE/TITLE		



2018-051



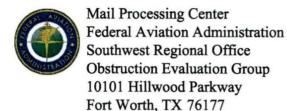
# KENTUCKY TRANSPORTATION CABINET

TC 55-2 Rev. 06/2016 Page 2 of 2

# KENTUCKY AIRPORT ZONING COMMISSION

# **APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE**

APPLICANT (name)	PHONE	FAX	KY AERONAUTICA		
Doug Updegraff	270-769-0339	270-737-0580	AS-078-612-248-051		
ADDRESS (street)	CITY		STATE	ZIP	
2902 Ring Road	Elizabethtown		KY	42702	
APPLICANT'S REPRESENTATIVE (name)	PHONE	FAX			
Leila Rezanavaz	703-584-8668	703-584-8694			
ADDRESS (street)	CITY	40/2000	STATE	ZIP	
8300 Greensboro Dr. Suite 1200	McLean		VA	22102	
APPLICATION FOR New Construc	tion Alteration	Existing	WORK SCHEDULE		
DURATION Permanent Tem	porary (months	days )	Start 06/20/17 End	d 06/25/17	
TYPE Crane Building		G/LIGHTING PREFEI			
Antenna Tower	Red Lights & Pai	int White-medi	ium intensity 🔲 \	White-high intensity	
Power Line Water Tank	Dual- red & med	dium intensity white	Dual- red & h	igh intensity white	
Landfill Other	Other				
LATITUDE	LONGITUDE		DATUM NAD	083 NAD27	
37°33′17.47″	85°25'09.90"		Other	_	
NEAREST KENTUCKY	<b>NEAREST KENTUCK</b>	Y PUBLIC USE OR M	ILITARY AIRPORT		
City Raywick County Marion	Lebanon Springfield	d George Hoerter Fie	ld Airport (612)		
SITE ELEVATION (AMSL, feet)	TOTAL STRUCTURE	HEIGHT (AGL, feet)	CURRENT (FAA ae	ronautical study #)	
630	250				
OVERALL HEIGHT (site elevation plus to	tal structure height,	feet)	PREVIOUS (FAA ae	eronautical study #)	
880			N/A		
DISTANCE (from nearest Kentucky publi	c use or Military airp	ort to structure)	PREVIOUS (KY aer	onautical study #)	
11.1 Miles					
DIRECTION (from nearest Kentucky pub.	lic use or Military air	port to structure)			
wsw				70.000	
DESCRIPTION OF LOCATION (Attach US	GS 7.5 minute quadr	rangle map or an airp	port layout drawing	with the precise site	
marked and any certified survey.)					
Site is located at: 693 J E Bickett Road, F	Raywick, KY 40060				
DESCRIPTION OF PROPOSAL			t. Caral Ami		
Proposed 240' self-supporting tower wi	th top-mounted anto	ennas for overall heig	ght of 250' AGL.		
AU-140-14-15-15-15-15-15-15-15-15-15-15-15-15-15-					
FAA Form 7460-1 (Has the "Notice of Co	instruction or Altera	tion" been filed with	the Federal Aviation	n Administration?)	
	No				
CERTIFICATION (I hereby certify that all the above entries, made by me, are true, complete, and correct to the best of					
my knowledge and belief.)					
PENALITIES (Persons failing to comply w					
imprisonment as set forth in KRS 183.99		e with FAA regulation	-	her penalties.)	
NAME TITLE	SIGNATURE	D	DATE		
Leila Rezanavaz Sr. Consulting E	ingr Leula	Kegeneros	04/26/2018		
COMMISSION ACTION	Chairpersor	, KAZC		-	
CONTINUES OF ACTION	Administrat	or, KAZC	4 3	7-18	
Approved SIGNATURE/	1/		DATE 6-2	2-1-	
Disapproved					
	The second second				



Aeronautical Study No. 2018-ASO-8450-OE

Issued Date: 05/24/2018

Doug Updegraff Bluegrass Cellular, Inc. 2902 Ring Road Elizabethtown, KY 42701

# \*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\*

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:

Antenna Tower Raywick

Location:

Raywick, KY

Latitude:

37-33-17.47N NAD 83

Longitude:

85-25-09.90W

Heights:

630 feet site elevation (SE)

250 feet above ground level (AGL) 880 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 1, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruct light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

	At least 10 days prior to start of construction (7460-2, Part 1)	
_X_	Within 5 days after the construction reaches its greatest height (7460-2, Part	2)

This determination expires on 11/24/2019 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actu Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.

(c) the construction is subject to the licensing authority of the Federal Communications Commiss (FCC) and an application for a construction permit has been filed, as required by the FCC, will 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the applicat

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUSE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination does not constitute authority to transmit on the frequency(ies) identified in this study. The proponent is required to obtain a formal frequency transmit license from the Federal Communications Commission (FCC) or National Telecommunications and Information Administration (NTIA), prior to on-ai operations of these frequency(ies).

This determination of No Hazard is granted provided the following conditional statement is included in the proponent's construction permit or license to radiate:

Upon receipt of notification from the Federal Communications Commission that harmful interference is beir caused by the licencee's (permittee's) transmitter, the licensee (permittee) shall either immediately reduce the power to the point of no interference, cease operation, or take such immediate corrective action as is necessato eliminate the harmful interference. This condition expires after 1 year of interference-free operation.

This determination is based, in part, on the foregoing description which includes specific coordinates, height frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, exc those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Bes Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, includir increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may used during actual construction of the structure. However, this equipment shall not exceed the overall height indicated above. Equipment which has a height greater than the studied structure requires separate notice to 1 FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (202) 267-5281, or lynnette.farrell@faa.gov. C any future correspondence concerning this matter, please refer to Aeronautical Study Number 2018-ASO-84 OE.

Signature Control No: 363546215-366102470 Lynnette Farrell Technician

Attachment(s)
Frequency Data Map(s)

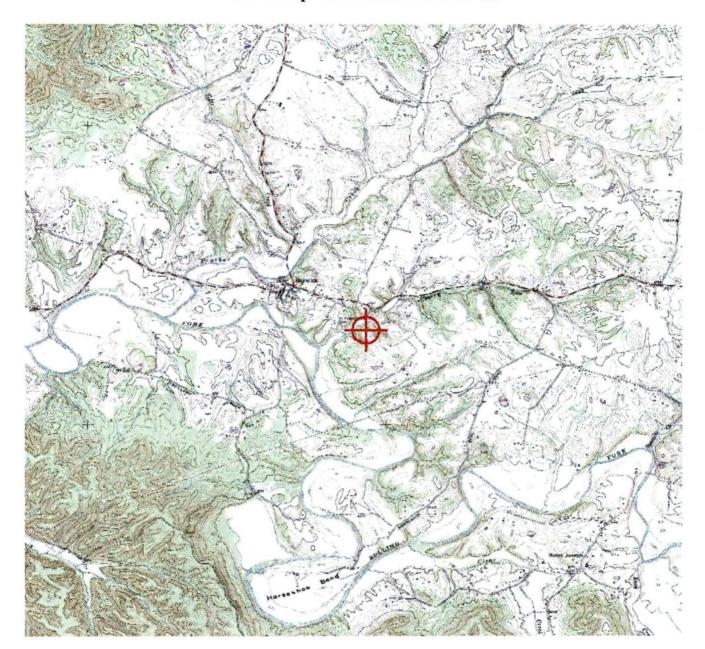
cc: FCC

( Dì

# Frequency Data for ASN 2018-ASO-8450-OE

LOW		FREQUENCY		ERP
FREQUE	NCY FREQUENCY	UNIT	ERP	UNIT
6	7	GHz	55	dBW
6	7	GHz	42	₫BW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	w
698	806	MHz	1000	w
806	901	MHz	500	w
806	824	MHz	500	W
824	849	MHz	500	w
851	866	MHz	500	w
869	894	MHz	500	W
896	901	MHz	500	w
901	902	MHz	7	w
929	932	MHz	3500	w
930	931	MHz	3500	w
931	932	MHz	3500	w
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	$\overset{\cdot \cdot }{\mathbf{w}}$
1670	1675	MHz	500	W
1710	1755	MHz	500	$\mathbf{w}$
1850	1910	MHz	1640	$\mathbf{w}$
1850	1990	MHz	1640	$\mathbf{w}$
1930	1990	MHz	1640	$\mathbf{w}$
1990	2025	MHz	500	$\mathbf{w}$
2110	2200	MHz	500	W
2305	2360	MHz	2000	$\mathbf{w}$
2305	2310	MHz	2000	W
2345	2360	MHz	2000	w
2496	2690	MHz	500	$\overset{\cdot \cdot }{\mathbf{w}}$
•		<del></del>	3.2.2	••

TOPO Map for ASN 2018-ASO-8450-OE





1213 Compressor Drive

P.O. Box 508

Mayfield, KY 42066

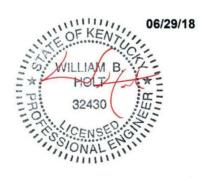
270-247-3642

FAX: 270-247-0909

E-mail: worldtower@worldtower.com

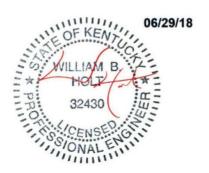
Web: www.worldtower.com

# 240' MODEL WSST TOWER FOR: BLUEGRASS WIRELESS SITE: RAYWICK MARION COUNTY, KY DESIGN PACKAGE



# GENERAL NOTES

- 1. WELDED CONNECTIONS SHALL CONFORM TO THE LATEST REVISION OF THE AMERICAN WELDING SOCIETY AWS. D 1.1.
- 2. TOWER AND ALL FABRICATED ACCESSORIES ARE HOT-DIP GALVANIZED.
- 3. ALL BOLTS SHALL BE GALVANIZED ACCORDING TO THE STANDARD SPECIFICATION FOR ZINC COATING OF IRON AND STEEL HARDWARE ASTM A153.
- 4. LEG STEEL IS 50 KSI MIN YIELD SOLID ROUND OR PIPE AND BRACING STEEL IS 36 KSI MIN YIELD SOLID ROUND OR STRUCTURAL ANGLE.
- 5. ALL STRUCTURAL BOLTS ARE ASTM A325X, THREADS EXCLUDED FROM SHEAR PLANE.
- 6. TOWER SHOULD BE INSPECTED IN ACCORDANCE WITH TIA-222-G EVERY 5 YEARS.
- 7. TOWER INSPECTION SHOULD ONLY BE PERFORMED BY EXPERIENCED QUALIFIED PERSONNEL. FOR ASSISTANCE IN PROPER MAINTENANCE OF YOUR TOWER, CALL WORLD TOWER AT 270-247-3642.

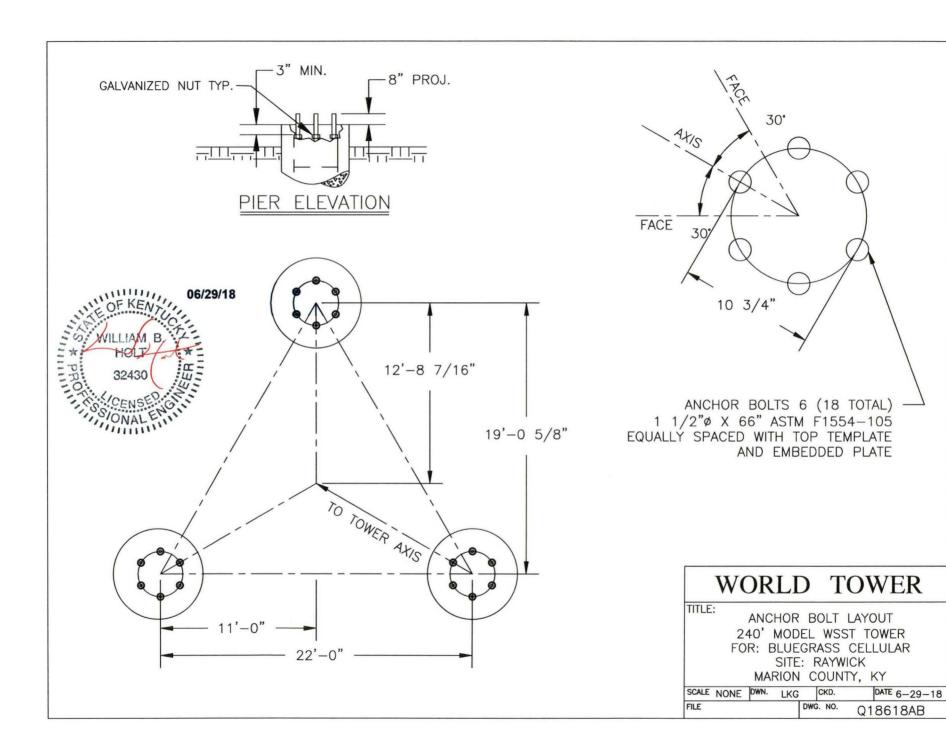


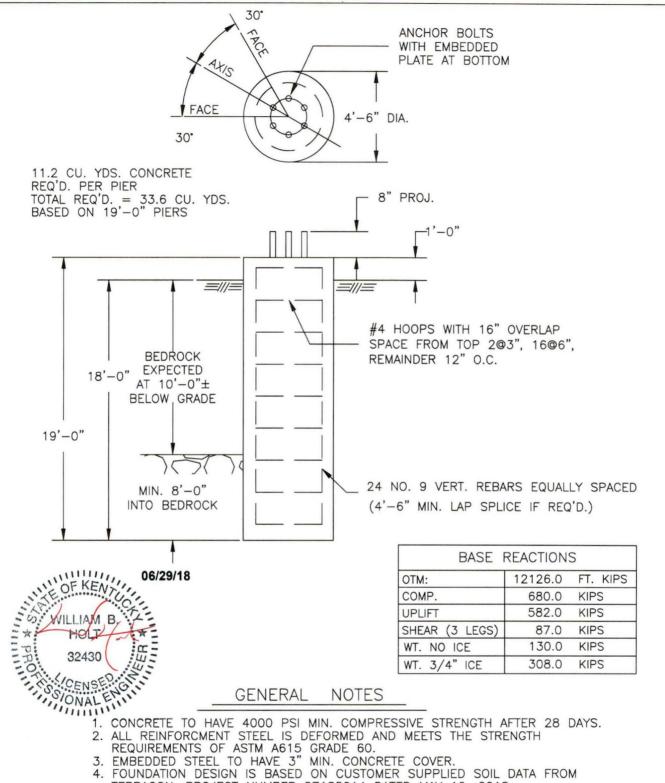
# WORLD TOWER

TITLE:

240' MODEL WSST TOWER FOR: BLUEGRASS CELLULAR SITE: RAYWICK MARION COUNTY, KY

SCALE	DWN.	LKG	CKD.	DATE 6-29-18
	•	DWG.	NO.	Q18618N





- TERRACON. PROJECT NUMBER 57185014 DATED MAY 19, 2018.

TITLE:

FOUNDATION DETAIL 240' MODEL WSST TOWER FOR: BLUEGRASS CELLULAR SITE: RAYWICK MARION COUNTY, KY

# WORLD TOWER

SCALE	NONE	DWN.	LKG	CKD.		DATE 6-29-18
FILE				DWG. NO	Q18	618F

11	SR 1 3/4		SR 1 1/8		SR 1 1/8	SR 1	SR 1	SR 1		@ 3.20833	2		
	S		S		S					9		220.0 ft	GRADE   Fy   A572-50   50 ksi
12	SR 2 1/2		L2x2x3/16		L2x2x1/8						1.5		1. Tower is located in l 2. Tower designed for 3. Tower designed for
13	SR 3						N.A.		5.5		2.2	200.0 ft	4. Tower is also design increase in thicknes 5. Deflections are bas 6. Tower Structure Cla 7. Topographic Catego
	1/2		L2x2x1/4						-			180.0 ft	8. Fall radius less than 9. TOWER RATING: 9
14	SR 3 1/2								2.5		2.9	160.0 ft	
TS	SR 3 3/4		1/4				L2x2x3/16				3.4		
16	SR 4		L3x3x1/4				L2x2x1/4		10		3.9	140.0 ft	
	1/4	A572-50		A36					11.5	5		120.0 ft	
17	SR 4 1/4				N.A.	N.A.	L2 1/2x2 1/2x3/16	N.A.	13	44 @	4.5	100.0 ft	
91	SR 4 1/2		2x1/4				91				5.1		
			L3 1/2x3 1/2x1/4				L3x3x3/16		14.5			80.0 ft	ALL REACTIONS ARE FACTORED
	SR 4 3/4								16		5.7	60.0 ft	MAX. CORNER REACTIONS AT BAS DOWN: 680 K SHEAR: 56 K
110	SR						L3x3x1/4		No.		6.0		UPLIFT: -582 K SHEAR: 49 K
111							L3 1/2x3 1/2x1/4		18		6.9	40.0 ft	308 K  SHEAR  10 K  1437 kip-ft
	SR 5		L4x4x1/4				L3 1/25		20			20,0 ft	TORQUE 2 kip-ft 30.00 mph WIND - 0.75 in ICE AXIAL
T12							L4x4x1/4				7.2		SHEAR MOMENT 12126 kip-ft
Section	Legs	Leg Grade	Diagonals	Diagonal Grade	Top Girts	Bottom Girts	Horizontals	Sec. Horizontals	Face Width (ft) 22		Weight (K) 50.5	0.0 ft	TORQUE 28 kip-ft REACTIONS - 89.00 mph WIND

#### **MATERIAL STRENGTH**

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-50	50 ksi	65 ksi	A36	36 ksi	58 ksi

#### **TOWER DESIGN NOTES**

- larion County, Kentucky.
  Exposure C to the TIA-222-G Standard.
  189.00 mph basic wind in accordance with the TIA-222-G Standard.
  189.00 mph basic wind with 0.75 in ice. Ice is considered to with height.
  189.00 mph wind.

- y 1 with Crest Height of 0.00 ft nalf tower height per customer spec



World Tower Company 1213 Compressor Drive Mayfield, KY Phone: (270) 247-3642

FAX:

ob: 240' WSST / Ru	un Q18618	
Project: Raywick		
Client: Bluegrass Cellular	Drawn by: WBH	App'd:
Code: TIA-222-G	Date: 06/29/18	Scale: NT
Path: G:\World Tower\KY\Q18618 Ray		Dwg No. E



Raywick Tower 240-foot Self-Support Telecommunications Tower Raywick, Marion County, Kentucky

> May 19, 2018 Terracon Project No. 57185014

# Prepared for:

Bluegrass Cellular, Inc. Elizabethtown, KY

# Prepared by:

Terracon Consultants, Inc. Louisville, KY

terracon.com



Environmental Facilities Geotechnical Materials

May 19, 2018

Bluegrass Cellular, Inc. 2902 Ring Road Elizabethtown, KY 42701 **Terracon GeoReport** 

Attn: Mr. Tim Ash

P: [270] 765 6361

E: tash@bluegrasscellular.com

Re: Geotechnical Engineering Report

Raywick Tower

240-foot Self-Support Telecommunications Tower

J. E. Bickett Road

Raywick, Marion County, Kentucky Terracon Project No. 57185014

Dear Mr. Ash:

Terracon Consultants, Inc. (Terracon) has completed the geotechnical subsurface exploration, field testing, laboratory testing, and engineering evaluation for the Raywick Tower project. The purpose of this report is to provide geotechnical parameters for the subsurface materials for foundation design and earthwork considerations. This study was performed in general accordance with Terracon's Master Service Agreement dated March 7, 2001 and Kentucky RSA#4 Cellular General Partnership d/b/a Bluegrass Cellular Purchase Order PO-4988 dated January 31, 2018.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service, please contact us.

Sincerely.

Terracon Consultants, Inc.

CHRISTOPHER OFTIZ

SS210

OF KEN

CHRISTOPHER

OFTIZ

SS210

OFTIZ

Ryan C. Ortiz, P.E.

Senior Staff Geotechnical Engineer

Benjamin W. Taylor, P.E. Senior Associate, Office Manager

Materials

Terracon Consultants, Inc. 13050 Eastgate Park Way Ste 101 Louisville, KY 40223-3915 P (502) 456-1256 F (502) 456-1278 terracon.com



# REPORT TOPICS

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EARTHWORK	10
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**Note:** This report was originally delivered in a web-based format. **Orange Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the literacon logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

# **ATTACHMENTS**

EXPLORATION AND TESTING PROCEDURES SITE LOCATION AND EXPLORATION PLANS

**EXPLORATION RESULTS** (Boring Logs, Rock Core Photo Logs, and Laboratory Data) **SUPPORTING INFORMATION** (General Notes and Unified Soil Classification System)

Raywick Tower
J. E. Bickett Road
Raywick, Marion County, Kentucky
Terracon Project No. 57185014
May 19, 2018

## INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed Raywick Tower to be located about 1,300 feet south of the intersection of J. E. Bickett Road and Raywick Road in Raywick, Marion County, Kentucky. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Earthwork and site preparation
- Foundation design and construction
- Seismic site classification per IBC
- Floor slab design and construction

The geotechnical engineering scope of services for this project included the advancement of one test boring, which extended to about 35.5 feet below existing site grades. An additional boring was performed to obtain an undisturbed sample. The borings were located at the staked tower center.

Maps showing the site and boring locations are shown in the **Site Location Plan**, **Karst Potential Map**, and **Exploration Plan**, respectively. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included on the boring log in the **Exploration Results** section of this report.

#### SITE CONDITIONS

The following description of site conditions is derived from our review of publicly-available geologic, topographic, and aerial maps.

Raywick Tower ■ Raywick, Marion County, Kentucky May 19, 2018 ■ Terracon Project No. 57185014



Item	Description
Parcel Information	Based on review of the Site Sketch (file name: Site Candidate Information Form – Raywick) dated January 22, 2018, the project is located about 1,300 feet south of the intersection of J. E. Bickett Road and Raywick Road in Raywick, Marion County, Kentucky. The proposed area is surrounded by forest in all directions except for the south, which contains agricultural- fields.
	Latitude, Longitude: 37.554861°, -85.419417° (tower center)
	Please see the Site Location Plan (Exhibit A-1)
Existing Improvements	The proposed cell tower is located in a vacant, agricultural field.
Current Ground Cover	Based on review of aerial photographs, the area near the site contains grass-, soil-, and tree-covered areas.
Existing Topography	Based on review of USGS publicly-available existing topographic contours, the area nearby the proposed tower contains an approximate 8 percent grade downward to the northwest, with ground surface elevations ranging from about 633 to 625 feet within a 50-foot radius of the tower center. Based on review of the Site Sketch dated January 22, 2018, the ground surface elevation at the tower center is about 630 feet.

# PROJECT DESCRIPTION

Our initial understanding of the project was discussed in the project planning stage. A period of collaboration has transpired since the project was initiated, and our final understanding of the project conditions is as follows:

ITEM	DESCRIPTION	
Proposed construction	A new 240-foot-tall self-support tower is planned at the subject property. An equipment shelter may be constructed for equipment support.	
240-foot Self-Support Tower: Maximum loads (to be confirmed)	The following loading conditions are anticipated at each tower leg  Vertical: 600 kips (to be confirmed)  Shear: 80 kips (to be confirmed)  Uplift: 500 kips (to be confirmed)  These anticipated loads are based on experience with simil projects. Loads should be confirmed by the project structurengineer. If loading conditions vary from those stated above Terracon should review the recommendations in this report are confirm they are applicable.	
240-foot Self-Support Tower: Maximum allowable settlement (to be confirmed)	1-inch (to be confirmed)	

Raywick Tower Raywick, Marion County, Kentucky May 19, 2018 Terracon Project No. 57185014



ITEM	DESCRIPTION	
	Column: 34 kips (to be confirmed) Wall: 1.5 kips/ft (to be confirmed)	
Equipment building:  Maximum loads (to be confirmed)	These anticipated loads that are shown are based on experience with similar projects. Loads should be confirmed by the project structural engineer. If loading conditions vary from those stated above, Terracon should review the recommendations in this report and confirm they are applicable.	
Equipment building:  Maximum allowable settlement (to be confirmed)	Total: 1-inch (to be confirmed)  Differential: ¾ inch over 40 feet (to be confirmed)	
Grading (to be confirmed)	Please see the <b>Site Conditions</b> for additional details using existing site topography.  Based on our understanding of the existing site topography anticipate cuts and fills of 4 feet or less will be required. Terr should be retained to review the topographic plan and grading upon availability relative to the recommendations contained in report.	

Raywick Tower Raywick, Marion County, Kentucky May 19, 2018 Terracon Project No. 57185014



# **GEOTECHNICAL CHARACTERIZATION**

# Regional Soil Geology

Formation <sup>1</sup>	Description	
New Albany Shale	Shale in this formation ranges from dark-gray to olive-black and weathers to very light gray to light brownish gray. It is massive and blocky where fresh, fragmented where weathered, and contains interbedded grayish-green to yellowish-gray, clay-like shale.	
Brassfield Dolomite	Dolomite in this formation ranges from olive-gray to dark-yellow brown and weathers to greenish gray, light gray to brown, and du yellowish green, with reddish-brown specks.	
	Saluda Dolomite and Limestone member includes greenish-gray dark-greenish-gray, and dusky-yellow. The material weathers ligh olive gray and yellowish orange to moderate yellowish brown. The silty dolomite in beds may be internally laminated.	
	The Bardstown Limestone member ranges from olive- to greenish gray and weathers yellowish gray. The material is very fine-grained silty, and is commonly found in beds 2 to 4 inches thick. Thin olive gray, calcareous shale may be encountered in this formation.	
Drakes Formation	The Rowland Member is comprised of limestone, dolomite, and shale. Limestone in this member is light-olive-gray, mottled pale-grayish-green to greenish-gray and weathers yellowish gray to light greenish gray. The limestone contains karst-susceptibility, is very fine grained, and contains pockets of medium-grained fossi fragments. Dolomite in this member is yellowish-gray to greenish-gray, weathers in silt-sized grains that include clay in the cracks and seams. Shale is light olive-gray to greenish-gray and weathers yellowish gray. Shale is generally encountered in thin layers however, maximum thicknesses of 5 feet may be encountered locally near top of unit.	

- Geological Survey (Quadrangle GQ-1048).
- 2. The proposed cell tower is planned near the interface of three geologic formations. Whereas the boring location was mapped in the New Albany Shale formation, limestone and dolomite were encountered in our boring located at the tower center.

The Drakes and Brassfield formations are low to moderately susceptible to dissolution along joints and bedding planes in the rock mass. This results in voids and solution channels developing within the rock strata creating a highly irregular bedrock surface. The weathering of the bedrock and subsequent collapse or erosion of the overburden into these openings results in what is referred to

Raywick Tower ■ Raywick, Marion County, Kentucky May 19, 2018 ■ Terracon Project No. 57185014



as karst topography. Any construction in karst topography is accompanied by some degree of risk for future internal soil erosion and ground subsidence that could affect the stability of structures situated above the karst features. The risks associated with karst geology are common for the project vicinity and are not unique to this site.

#### Subsurface Profile

We have developed a general characterization of the subsurface soil and groundwater conditions based upon our review of the data and our understanding of the geologic setting and planned construction. The following table provides our geotechnical characterization at Boring B-1.

Subsurface conditions at the boring location can be generalized as follows:

Stratum	Approximate Depth to Bottom of Stratum (feet)	Material Description	Consistency/Density
Surficial Material <sup>1</sup>	0.8 Topsoil N/A		N/A
Stratum 1	3.5	Shale <sup>2</sup>	SPT N-value of 36 bpf
Stratum 2	6.5	Fat Clay (CH) <sup>3</sup>	Medium Stiff  SPT N-values of 5 bpf  Hand penetrometer values of 2,500 psf
Stratum 3	Limestone and Dolomite 4		Recovery: 91 to 100%  RQD: 58 to 92%  Unconfined compressive strength results ranging from 9,220 to 10,890 psi

- 1. Topsoil was encountered at Boring B-1.
- 2. Shale was encountered at Boring B-1. Moisture content test results were 13 percent.
- 3. Fat Clay (CH) was encountered at Boring B-1. Atterberg limit tests at the split spoon sample obtained at B-1 from 3.5 to 5 feet below existing grade resulted in liquid limit (LL) of 82 percent and plastic limit (PL) of 34 percent. Moisture contents ranged from 38 to 41 percent.
- 4. Auger refusal on limestone bedrock was encountered at a depth of about 6.5 feet below existing grade and our boring was advanced into this stratum by rock coring techniques to a depth of 36.5. Interbedded clay seams were observed in the recovered rock core from 9.5 to 10 feet below existing grade. Unit Weight test results range from about 155.8 to 162.9 pcf.

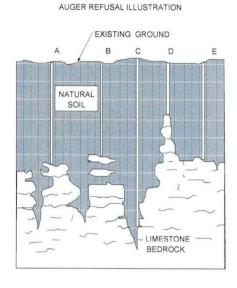
Auger refusal is defined as the depth below the ground surface at which a test boring can no longer be advanced with the soil drilling technique being used. In an area of limestone bedrock, auger refusal can result on slabs of unweathered limestone suspended in the residual soil matrix ("floaters"), on rock "pinnacles" rising above the surrounding bedrock surface, in widened joints that

Raywick Tower Raywick, Marion County, Kentucky
May 19, 2018 Terracon Project No. 57185014



may extend well below the surrounding bedrock surface, or on the upper surface of continuous bedrock. Several of these possible auger refusal conditions are illustrated in the adjacent figure.

The Drakes and Brassfield Limestone bedrock formation is known for producing several obstructions that can cause the augers to refuse above sound bedrock. obstructions can range from floaters to rock pinnacles as illustrated in Examples A, B, C, and D in the figure. Depth to competent bedrock in areas of karst geology can vary greatly over short distances. The possibility of varying depths to bedrock should be considered when developing the design and construction plans for this project. Rock core operations were performed to better explore the refusal materials. Interbedded clay seams were observed in the recovered rock core from 9.5 to 10 feet below existing grade. See the Karst Potential Plan in the Appendix (Exhibit A-1B). The risks associated with karst geology are common for the project vicinity and are not unique to this site.



THIS FIGURE IS FOR ILLUSTRATIVE PURPOSES ONLY AND DOES NOT NECESSARILY DEPICT THE SPECIFIC BEDROCK CONDITIONS AT THIS SITE

Competent limestone bedrock was encountered at about 6.5 feet below existing grade. Sample recovery in competent limestone ranged from 91 to 100 percent. The quality of the core obtained in competent bedrock is considered to be fair to excellent with RQD values ranging from of 58 to 92 percent.

Specific conditions encountered at the boring location are indicated on the attached boring log. Stratification boundaries on the boring log represent the approximate location of changes in soil types; in-situ, the transition between materials may be gradual. Further details of the boring can be found on the boring log in the Appendix of this report. Photographs of the rock core samples can be observed in the Rock Core Photography Log (Exhibit A-5).

# **Groundwater Conditions**

The boreholes were observed while drilling for the presence and level of groundwater. No groundwater was observed in the remaining borings for the short duration that the borehole was open. Due to the low permeability of the soils encountered in the borings, a relatively long period of time may be necessary for a groundwater level to develop and stabilize in a borehole in these materials. Long-term observations in piezometers or observation wells sealed from the influence of surface water are often required to define groundwater levels in materials of this type. As water was introduced into the borehole for the coring operation, the groundwater table could be present within the depth of our boring.

Raywick Tower ■ Raywick, Marion County, Kentucky May 19, 2018 ■ Terracon Project No. 57185014



Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff, and other factors not evident at the time the borings were performed. Therefore, groundwater levels during construction or at other times in the life of the structure may be higher or lower than the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project. In particular, this project has potential for trapped/perched water at the overburden/bedrock interface.

#### **GEOTECHNICAL OVERVIEW**

The following sections describe pertinent geotechnical considerations identified by the exploration and laboratory testing. Site preparation recommendations, including subgrade improvement, fill placement, and excavations are provided in the **Site Preparation** section.

#### Karst Potential

The project site has been located at an area with low to moderate karst potential. Direct indicators of active karst activity were not observed in the soil overburden. Karst features, including interbedded clay seams from about 9.5 to 10 feet below existing grade and calcite crystal layers, were observed in the recovered rock sample from our boring located at the tower center.

Any structure with shallow foundation constructed at this site could experience subsidence (settlement) due to karst activity. Should shallow foundations be selected for tower or equipment building structural support, the client should be prepared to accept the risk for of construction in karst topography with known buried karst features. The recommendations and parameters provided in this report have considered the conditions encountered at the boring location, and does not consider possible future subsidence, which is unpredictable.

Competent limestone bedrock was encountered at a depth of 6.5 feet below existing grade, at auger refusal. However, interbedded clay seams were observed in the recovered rock core from 9.5 to 10 feet below existing grade. To mobilize the strength parameters recommended in the **Deep Foundations** section of our report for each layer, the pier should be embedded a minimum of 3 feet into each layer to use the parameters. The drilled pier should be tipped at a minimum depth of about 10 feet below existing grade.

#### Pyritic (Expansive) Shale

New Albany Shale is described by the Kentucky Geological Survey (KGS) as calcareous pyritic shale. Pyritic shales have potential to swell causing a wide range of construction issues related to heaving affecting new construction. Based on local experience and KGS mapping, New Albany Shale was identified at Boring B-1 in the top 3.5 feet below existing grade.

Raywick Tower ■ Raywick, Marion County, Kentucky May 19, 2018 ■ Terracon Project No. 57185014



Due to the expansive shales encountered in our borings, any excavated shale should be completed removed from the site and should not be reused as new, engineered fill. All over-excavated, expansive shales should be removed from load-bearing areas and 10 feet laterally from any structures (i.e. foundations, slabs, pavements, utilities, etc).

### **High Plasticity Clay**

High plasticity fat clays (CH) were encountered at Boring B-1 from 3.5 to 6.5 feet below existing grade. Atterberg limits testing of a representative sample resulted in a liquid limit (LL) of about 82 percent and plastic limit (PL) of about 34 percent. High plasticity clays may be encountered at bearing elevations for any shallow foundations or floor slabs on this project.

High-plasticity soils are potentially expansive and could adversely affect lightly-loaded foundations, floor slabs, and pavements. Where high plasticity soils are encountered within shallow foundation excavations, the excavations should be over-excavated to provide a minimum 2-foot-thick layer of low volume change material. Low volume change material used for backfilling over-excavations should meet the requirements of the **Material Types** section of this report. The low volume change layer will reduce risk but not eliminate the risk of the high plasticity clays adversely affecting lightly-loaded structures. A swell test could be performed to quantify the amount of swell. To eliminate this risk, deep foundations (i.e. drilled piers) would be considered for foundation support. Additional recommendations concerning foundation over-excavation are provided in the **Shallow Foundations** section.

#### Soft to Medium Stiff Soils

Medium stiff soils were encountered from 3.5 to 6.5 feet below existing grade at Boring B-1. Soft to medium stiff soils should be anticipated at this site. Prior to floor slab construction, subgrade material should be proof-rolled with a loaded dump truck to help delineate any soft, medium stiff, or otherwise unsuitable material. Soils at the foundation bearing elevation should be tested by the geotechnical engineer or representative during foundation excavations to delineate any soft, medium stiff, or otherwise unsuitable material. Any soft to medium stiff soils identified by proof-rolling or foundation inspection should be remediated. After initial stripping, site preparation, and foundation excavations, medium stiff soils should be stabilized undercutting and re-compacting to stiff or better material.

#### **Deep Foundation Casing Considerations**

Water was introduced into the borehole for our coring operations. Long-term monitoring of the groundwater was not a part of this scope of work. Groundwater could be encountered during the drilling for the drilled pier. If groundwater seepage is encountered, water should be removed from each pier hole prior to concrete placement. Care should be taken so that the sides and bottom of the excavations are not disturbed during construction.

Raywick Tower ■ Raywick, Marion County, Kentucky May 19, 2018 ■ Terracon Project No. 57185014



Due to the combination of medium stiff soils encountered in our boring and the possible presence of groundwater, the contractor should have temporary casing available onsite during construction of the drilled pier to control seepage and/or caving soil, if encountered. The need for casing should be anticipated throughout the length of the drilled pier installation depth, where karst conditions were encountered (ie. clay seams in bedrock). The casing should be carefully extracted from the drilled pier excavation following concrete placement.

# Variable Geologic Conditions

The proposed cell tower is planned near the interface of three geologic formations. Please see the **Site Characterization** section of this report for additional details. Whereas the boring location was mapped in the New Albany Shale formation, limestone and dolomite was encountered in our boring located at the tower center. We are available to perform additional borings at each tower leg to confirm material type. If material types are encountered during construction of the tower foundation, we should be retained to perform additional work and revise the recommendations provided in this report. Further, variable material types should be anticipated during site development for the cell tower compound. Additional borings would be needed to characterize the material types and depths across the site.

# **Foundation Support**

Site grading, structural loading, and foundation plans are unknown at this time. Anticipated loads are based on experience with similar projects. The loading conditions provided in this report should be confirmed by the project structural engineer. If loading conditions vary from those stated above, Terracon should be retained to review the recommendations in this report.

Should shallow foundations be selected for tower foundation support, the tower mat foundation should bear on competent limestone bedrock encountered at about 6.5 feet below existing grade. The weathered shale and fat clays encountered above refusal are not suitable for tower foundation support based on the anticipated loading conditions. A mat foundation bearing on competent limestone bedrock can be dimensioned for a net allowable soil bearing pressure of 10,000 psf. Design parameters for deep foundations have also been provided. If shallow foundations are selected for tower support, the client should be willing to accept risk associated with karst topography, otherwise, deep foundations should be selected for tower support.

The equipment shelter foundation can be dimensioned for a net allowable soil bearing pressure of 1,500 psf for isolated spread footings and 1,250 psf continuous wall footings. The equipment structure can be supported by shallow foundations bearing on undisturbed, at least **medium stiff** natural cohesive soils or new lean clay engineered fill or lean concrete placed directly on at least stiff native soils.

Raywick Tower Raywick, Marion County, Kentucky May 19, 2018 Terracon Project No. 57185014



Inspection of the bearing conditions should be performed by a geotechnical engineer or representative to identify any potential karst conditions. Any undercut and replacement of unsuitable soils should be replaced with new engineered fill meeting the requirements of the Material Types in the **Site Preparation** section of this report. Additional recommendations for design and construction of foundations are presented in the following sections.

# **EARTHWORK**

Earthwork will include clearing and grubbing, excavations and fill placement. The following sections provide recommendations for use in the preparation of specifications for the work. Recommendations include critical quality criteria as necessary to render the site in the state considered in our geotechnical engineering evaluation for foundations.

## Site Preparation

The following presents recommendations for site preparation, excavation, and fill placement. Special considerations will be needed where site grading may expose unstable soils. Our recommendations presented for design and construction of earth supported elements (i.e. foundations, slabs, etc.) are contingent upon following the recommendations outlined in this section. Due to the karst features, high-plasticity clays, expansive shale, and medium stiff soils encountered in our borings, earthwork activities on the project should be observed and evaluated by Terracon.

Prior to placing fill to raise grades (if needed), the site should be grubbed and all vegetation, topsoil and any otherwise unsuitable material should be removed from the construction area. Wet or dry material should either be removed or moisture conditioned and recompacted to the project specified densities and moisture contents. Any unsuitable materials should be undercut and replaced with low volume change material meeting the requirements of the **Fill Material Requirements** section of this report. We recommend the actual stripping depth and undercutting of unsuitable soils be observed and documented by a representative of Terracon during construction. After stripping, excavation, and prior to filling to planned final grades, the subgrade should be proof-rolled with a loaded dump truck where possible to aid in locating loose or soft areas. Where proofrolling is not possible, the subgrade should be evaluated by observation and probing to aid in locating unsuitable or unstable areas. Unstable materials delineated by proofrolling should be removed and replaced with suitable compacted fill material. The appropriate method and amount of stabilization, if required, should be determined at the time of construction based on observations by the geotechnical engineer.

It should be noted that the on-site clayey soils may be susceptible to disturbance from construction activity, particularly if the soil has high natural moisture and is wetted by surface water or seepage.

Raywick Tower Raywick, Marion County, Kentucky May 19, 2018 Terracon Project No. 57185014



Therefore, care should be taken during the site grading operation to provide adequate site drainage and minimize disturbance of the bearing soils.

### **Fill Material Requirements**

All imported material or on-site material proposed for reuse should be tested to verify conformance with the material property and placement recommendations in this section. Engineered fill should meet the following material property requirements:

Fill Type <sup>1</sup>	USCS Classification	Acceptable Location for Placement	
Lean Clay <sup>2</sup>	CL (LL<50% & PI>15)	All locations and elevations. Lean clay was not encountered in our test boring.	
Fat Clay <sup>2</sup>	CH (LL>50%)	Not recommended for use as structural fill within 2 feet of any structures (i.e. floor slabs and foundations).	
New Albany Shale	N/A	Should be removed from the site, or at a minimum, placed more than 10 feet from any structure.	
Well graded granular and silty gravel	GM-GW GM	All locations and elevations	
Low Volume Change Material	CL or GM-GW, GM <sup>3</sup> and (LL<50% & 5 <pi<15)< td=""><td>All locations and elevations</td></pi<15)<>	All locations and elevations	

- Controlled, compacted fill should consist of approved materials that are free of organic matter and debris.
   Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the geotechnical engineer for evaluation.
- 2. Delineation of lean clays and fat clays should be performed in the field by a qualified geotechnical engineer or their representative, and could require additional laboratory testing.
- 3. Similar to KYTC DGA or crushed stone base limestone, limestone screenings, or granular material such as sand, gravel or crushed stone containing not more than 14% non-plastic fines.

# Fill Compaction Requirements

Structural and general fill should meet the following compaction requirements.

ITEM	DESCRIPTION	
Fill Lift Thickness	8-inches or less loose thickness for heavy, self-propelled compaction equipment. 4- to 6-inches loose thickness for hand-guided equipment (i.e. jumping jack or plate compactor).	
Compaction Requirements <sup>1</sup> (Structural Areas)	At least 98% of the materials Standard Proctor maximum dry density (ASTM D 698)	

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ITEM	DESCRIPTION  At least 95% of Standard Proctor maximum dry density (provided long-term plans do not include a structure in these areas)  Within the range of 2% below to 3% above the optimum moisture content (OMC) as determined by the Standard Proctor test at the time of placement and compaction	
Compaction Requirements (Landscape Areas)		
Moisture Content - Cohesive Soils		
Moisture Content - Granular Material <sup>2</sup>	Within workable moisture levels / ±2% of OMC	

- Engineered fill should be tested for moisture content and compaction during placement. Should the results
  of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area
  represented by the test should be reworked and retested as required until the specified moisture and
  compaction requirements are achieved.
- 2. Specifically, moisture levels should be maintained low enough to allow for satisfactory compaction to be achieved without the cohesionless fill material pumping when proofrolled.

# **Utility Trench Backfill**

All trench excavations should be made with sufficient working space to permit construction including backfill placement and compaction. If utility trenches are backfilled with relatively clean granular material, they should be capped with at least 18 inches of cohesive soil to reduce the infiltration and conveyance of surface water through the trench backfill.

Utility trenches are a common source of water infiltration and migration. All utility trenches that penetrate beneath the foundation should be effectively sealed to restrict water intrusion and flow through the trenches that could migrate below the foundation with a clay plug. The plug material should consist of clay compacted at a water content at or above the soil's optimum water content. The clay fill should be placed to completely surround the utility line and be compacted in accordance with recommendations in this report.

#### **Grading and Drainage**

Effective site drainage is important both during construction and during the life of the structures. Adequate drainage will be necessary to control and divert stormwater runoff away from the site. Final surrounding grades should be sloped away from the foundations to prevent ponding of water.

Excess materials generated during site grading, including soils unsuitable for use as engineered fill (i.e. high-plasticity material, topsoil, etc.), and may be placed as fill in non-structural landscape areas and in the construction of landscape berms. To the extent possible, these materials should be placed in accordance with the **Fill Compaction Requirements**.

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# **Earthwork Construction Considerations**

Although the exposed subgrade may be relatively stable upon initial exposure, unstable subgrade conditions could develop during general construction operations, particularly if the soils are wetted and/or subjected to repetitive construction traffic. It is recommended that construction activities be performed during drier weather, if possible. Some subgrade instability should be anticipated if construction is planned during wet weather that may require undercutting and/or stabilization. The use of light construction equipment would aid in reducing subgrade disturbance. Should unstable subgrade conditions develop, stabilization measures will need to be implemented.

Shallow excavations are anticipated to be accomplished with conventional construction equipment. Upon completion of filling and grading, care should be taken to maintain the subgrade water content prior to placement of utilities. Construction traffic over the completed subgrades should be avoided. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. Water collecting over, or adjacent to, construction areas should be removed. If the subgrade freezes, desiccates, saturates, or is disturbed, the affected material should be removed, or the materials should be scarified, moisture conditioned, and recompacted, prior to foundation construction.

At a minimum, all temporary excavations should be sloped or braced as required by OSHA guidelines to provide stability and safe working conditions, and to protect the integrity of adjacent structures. Temporary excavations will probably be required during grading operations and utility trenches. The grading contractor, by his contract, is usually responsible for designing and constructing stable, temporary excavations and should shore, slope or bench the sides of the excavations as required, to maintain stability of both the excavation sides and bottom. All excavations should comply with applicable local, state and federal safety regulations, including the current Occupational Safety and Health Administration (OSHA) Excavation and Trench Safety Standards.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety, or the contractor's activities; such responsibility shall neither be implied nor inferred.

The geotechnical engineer should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation; proof-rolling; placement and compaction of controlled compacted fills; backfilling of excavations into the completed subgrade, and just prior to construction.

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#### SHALLOW FOUNDATIONS

If the site has been prepared in accordance with the recommendations in this report, the following design parameters are applicable for shallow foundations.

# **Tower Mat Foundation Design Parameters**

Parameter	<b>Mat</b> 10,000 psf		
Maximum net allowable bearing pressure on competent limestone bedrock or engineered fill placed on acceptable subgrade <sup>1</sup>			
Minimum foundation plan dimensions	24 inches		
Required bearing stratum <sup>2</sup>	Competent limestone bedrock encountered 6.5 feet below existing grade in our boring at the tower center		
Ultimate coefficient of sliding friction	0.30		
Ultimate passive pressure <sup>3</sup>	350 psf (below 3 feet)		
Minimum embedment below finished grade for frost protection <sup>4</sup>	24 inches		
Est. total settlement from structural loads 5	< 1 inch		

- 1. The maximum net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the mat base elevation. An appropriate factor of safety has been applied.
- Unsuitable or soft soils should be undercut, and the mat should be deepened to bear on the competent bearing stratum or could bear on lean concrete or new engineered fill extending from the foundation base to competent bearing stratum.
- 3. The sides of the excavation for the mat foundation must be nearly vertical and the concrete should be placed neat against these vertical faces for the passive earth pressure value to be valid. If the loaded side is sloped or benched, and then backfilled, the allowable passive pressure will be significantly reduced. Passive resistance in the upper 3 feet of the subsurface profile should be neglected.
- 4. To reduce the effects of seasonal moisture variations in the subgrade soils.
- 5. The foundation settlement will depend upon embedment depth of the mat, the quality of the earthwork operations, and conformance with soil improvement methods recommended in this report. The estimated settlements are based on recommended allowable bearing pressures, long-term settlement will depend on the quality and uniformity of the engineered fill placement.

Due to the expansive shales encountered in our borings, any excavated shale should be completed removed from the site and should not be reused as new, engineered fill. All over-excavated, New Albany shale should be removed from load-bearing areas and 10 feet laterally from any structures (i.e. foundations, slabs, pavements, utilities, etc). Where high plasticity soils are encountered within the foundation excavations, the excavations should be over-excavated to provide a minimum 2-foot-thick layer of low volume change material.

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# **Equipment Shelter Shallow Foundation Design Parameters**

Parameter	Mat		
Maximum net allowable bearing pressure on existing soils or engineered fill placed on acceptable subgrade <sup>1</sup>	1,500 psf	1,250 psf	
Minimum foundation plan dimensions	24 inches	18 inches	
Required bearing stratum <sup>2</sup>	Engineered fill or lean concrete extending to at least stiff clay		
Ultimate coefficient of sliding friction	0.30		
Ultimate passive pressure <sup>3</sup>	350 psf (below 3 feet)		
Minimum embedment below finished grade for frost protection <sup>4</sup>	24 inches (48 inches for fat clays)		
Est. total settlement from structural loads <sup>5</sup>	About 1 inch		
Estimated differential settlement 5	< 3/4	< 3/4 inch	

- The maximum net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. An appropriate factor of safety has been applied.
- 2. Unsuitable or soft soils should be undercut, and the footings should be deepened to bear on the competent bearing stratum or could bear on lean concrete or new engineered fill extending from the foundation base to competent bearing stratum. Fat clays at this site should be undercut a minimum 24 inches and replaced with suitable materials, or deepened to bear 48 inches below existing grade.
- 3. The sides of the excavation for the spread footing foundation must be nearly vertical and the concrete should be placed neat against these vertical faces for the passive earth pressure value to be valid. If the loaded side is sloped or benched, and then backfilled, the allowable passive pressure will be significantly reduced. Passive resistance in the upper 3 feet of the subsurface profile should be neglected.
- 4. For perimeter footing and footings beneath unheated areas. Also to reduce the effects of seasonal moisture variations in the subgrade soils.
- 5. The foundation settlement will depend upon embedment depth of the footings, the quality of the earthwork operations, and conformance with soil improvement methods recommended in this report. The estimated settlements are based on recommended allowable bearing pressures, long-term settlement will depend on the quality and uniformity of the engineered fill placement.

#### **Foundation Construction Considerations**

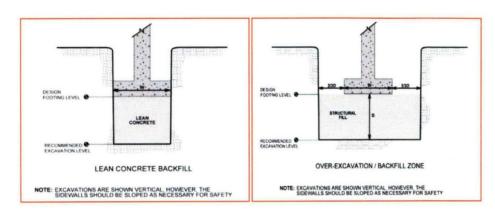
The base of all foundation excavations should be free of water and loose soil prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Should the soils at bearing level become excessively dry, disturbed or saturated, or frozen, the affected soil should be removed prior to placing concrete. Place a lean concrete mud-mat over the

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bearing soils if the excavations must remain open over night or for an extended period of time. It is recommended that the geotechnical engineer be retained to observe and test the soil foundation bearing materials.

If unsuitable bearing soils are encountered in footing excavations, the excavations should be extended deeper to suitable soils and the footings could bear directly on these soils at the lower level or on lean concrete backfill (minimum of 500 psi) placed in the excavations. The footings could also bear on properly compacted lean clay backfill extending down to the suitable soils. Overexcavation for compacted lean clay backfill placement below footings should extend laterally beyond all edges of the footings at least 8 inches per foot of overexcavation depth below footing base elevation. The overexcavation should then be backfilled up to the footing base elevation with engineered fill as described in the **Compaction Requirements** section placed in lifts of 8 inches or less in loose thickness and compacted to at least 98 percent of the material's maximum dry density as defined by the Standard Proctor (ASTM D 698). The overexcavation and backfill procedure is illustrated in the following figures for lean concrete or lean clay structural fill.



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#### **DEEP FOUNDATIONS**

## Design/Analysis Parameters for Deep Foundations

Based on the results of the test boring data and laboratory testing, we have developed the following drilled pier soil and rock design parameters:

Approximate Depth (feet)	Allowable Skin Friction (psf)	Allowable End Bearing Capacity (psf)	Undrained Shear Strength, c (psf)	Unit Weight (pcf)	Strain ε₅₀	Lateral Subgrade Modulus, k (pci)	Model
0 – 3	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore
Fat Clay 3 – 6.5	300		750	100	0.010	60	Stiff Clay w/o water
Limestone Bedrock with Karst Features 6.5 - 10	2,000	10,000 1	100,000	145	k <sub>m</sub> =0.00001	3000	Strong Rock (RQD=58)
Competent Limestone Bedrock 10 – 36.5	10,000	60,000	500,000	155	k <sub>m</sub> =0.00001	3000	Strong Rock (RQD=58)

<sup>1.</sup> Interbedded clay seams were observed in the recovered rock core from 9.5 to 10 feet below existing grade. The drilled pier should be tipped at a minimum depth of about 10 feet below existing grade.

The above indicated cohesion, friction angle, lateral subgrade modulus and strain values have no factors of safety, and the allowable skin friction and bearing capacity have a factor of safety of at least 2. The cohesion, internal friction angle, lateral subgrade modulus and strain values given in the above table are based on our boring, published values and our past experience with similar soil and rock types. These values should, therefore, be considered approximate. To mobilize the higher rock strength parameters, the pier should be socketed at least 3 feet into the bearing stratum. The allowable end bearing pressure provided in the table has an approximate factor of safety of at least 3. If the drilled pier is designed using the above parameters and bear within the limestone bedrock, settlement is anticipated to be about ½ inch or less.

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#### **Deep Foundation Construction Considerations**

Water was introduced into the borehole for our coring operations. Long-term monitoring of the groundwater was not a part of this scope of work. Groundwater could be encountered during the drilling for the drilled pier. If groundwater seepage is encountered, water should be removed from each pier hole prior to concrete placement. Care should be taken so that the sides and bottom of the excavations are not disturbed during construction.

Due to the combination of potentially soft soils and groundwater, the contractor should have temporary casing available onsite during construction of the drilled pier to control seepage and/or caving soil and/or rock, if encountered. The casing should be extracted from the drilled pier excavation following concrete placement.

Difficult drilling conditions may be encountered due to hard, karst limestone. The contractor should be prepared to penetrate bedrock with chert and competent limestone. Due to the karst features encountered at our boring location, the bottom of the excavation should be inspected carefully by a qualified geotechnical engineer or representative for voids, clay layers, or any otherwise unsuitable bearing conditions due to karst topography.

Drilled piers should be designed with a minimum shaft diameter of 30 inches to facilitate clean out and inspection of the bedrock surface from the ground. The pier should be mobilized 3 feet below the top of competent bedrock for each layer, to mobilize the high strength parameters provided. Interbedded clay seams were observed in the recovered rock core from 9.5 to 10 feet below existing grade. The drilled pier should be tipped at a minimum depth of about 10 feet below existing grade.

If groundwater seepage is encountered, water should be removed from each pier hole prior to concrete placement. Care should be taken so that the sides and bottom of the excavations are not disturbed during construction. The contractor should have temporary casing available onsite during construction of the drilled pier to control seepage and/or caving soil, if encountered.

Based on compressive strength and rock quality data, we expect that advancement of piers to minimum embedment in rock could be achieved by a rock auger equipped with self-rotating cutter bits or by rock coring. However, advancement method may vary between contractors depending on experience and their evaluation of penetration rates for the site conditions.

The bottom of the shaft should be free of loose soil or debris prior to reinforcing steel and concrete placement. We recommend that the specifications state that reinforcing steel and pier concrete be placed the same day as the shaft is drilled. No completed shaft excavation should be allowed to remain open overnight. It is suitable, however, for the contractor to excavate a portion of the drilled shaft and then complete the shaft excavation the next day.

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If pier concrete cannot be placed in dry conditions, a tremie should be used for concrete placement. Free-fall concrete placement in piers will only be acceptable if provisions are taken to avoid striking the concrete on the sides of the hole or reinforcing steel. The use of a bottom-dump hopper or tremie discharging near the bottom of the hole where concrete segregation will be minimized, is recommended. Due to potential sloughing and raveling, foundation concrete quantities may exceed calculated geometric volumes.

Adequate performance of the drilled shaft foundations will be highly dependent on the contractors installation techniques used to construct the foundation elements. At a minimum, the following inspection criteria should be incorporated as a requirement for construction of the drilled piers.

Bearing conditions of the drilled pier foundations should be evaluated by a qualified geotechnical engineer at the time of construction to confirm suitable end bearing on competent bedrock and to provide recommendations if unsuitable bearing materials are encountered. Entry of personnel into the drilled pier foundations is not required and is strongly discouraged for this project. The evaluation of the piers should include the following:

- Contractor should advance a test hole with an air track drill through the bedrock bearing surface to a depth of at least two times the pier diameter to check for discontinuities in the bedrock that may require additional rock removal.
- The number of test holes at each pier location would be determined by the geotechnical engineer's representative based on the field test results.
- Significant discontinuous rock layers may require additional rock removal as directed by the engineer's representative.
- Prior to installation of the reinforcing steel cage, the base of each pier should be sounded to check for voids or clay seams in the underlying bedrock. This could be done by dropping the drill rig Kelly bar onto the exposed bedrock surface at selected locations.
- Visual evaluation of the exposed bearing surface should be performed by the engineer's representative to confirm that the base is free from loose material, soil, water or other unsuitable materials. Visual inspection to determine the suitability of the shaft bottom using either a flashlight or reflected light with a mirror may be conducted from the ground surface.

#### SEISMIC CONSIDERATIONS

Design of buildings and other structures subject to earthquake ground motions requires classification of the upper 100 feet of the site profile in accordance with Chapter 20 of ASCE 7. The Site Class types are listed below and are basically defined by an average value of either shear wave velocity, standard penetration resistance, or undrained shear strength.

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- A. Hard Rock
- B. Rock
- C. Very dense soil and soft rock
- D. Stiff soil
- E. Soft clay soil
- F. Soils vulnerable to potential failure or collapse under seismic loading

Based on the results of our site characterization program, we conclude that Site Class B is appropriate for the subject site. Note that the scope of services did not include site profile determination to a depth of 100 feet. Exploration for this project extended to a maximum depth of 35.5 feet below existing grade. We have assumed that the limestone layer encountered above our termination depth extend to 100+ feet.

#### FLOOR SLABS

Due to the expansive shales encountered in our borings, any excavated shale should be completed removed from the site and should not be reused as new, engineered fill. All over-excavated, shales should be removed from load-bearing areas and 10 feet laterally from any structures (i.e. slabs, pavements, utilities, etc). Where fat clays are encountered at the subgrade elevation, a minimum 2-foot undercut and replacement should be performed below the floor slab bearing elevation. Following the 2-foot undercut, the exposed material should pass a proof-roll. Native soils below the floor slab bearing elevation should pass a proof-roll observed by a geotechnical engineer or representative. Please refer to the **Site Preparation** section of this report for additional details regarding the partial undercut and replacement below floor slab subgrade elevation.

#### **Design Parameters**

Item	Description
Floor slab support	New engineered fill, at least 2-feet of low volume change material (CL), or lean concrete extending to at least very stiff native soils
Modulus of subgrade reaction	100 pounds per square inch per in (psi/in) for point loading conditions
Aggregate base course/capillary break 1	Minimum 4 inches of free-draining granular material
Vapor Barrier	Project Specific <sup>2</sup>
Structural considerations	Floor slabs should be structurally independent of building <sup>3</sup>

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- The floor slab design should include a capillary break, comprised of free-draining, compacted, granular material, at least 4 inches thick. Free-draining granular material should have less than 5 percent fines (material passing the #200 sieve).
- 2. The use of a vapor retarder should be considered beneath concrete slabs on grade that will be covered with wood, tile, carpet or other moisture sensitive or impervious coverings, or when the slab will support equipment sensitive to moisture. When conditions warrant the use of a vapor retarder, the slab designer should refer to ACI 302 and/or ACI 360 for procedures and cautions regarding the use and placement of a vapor retarder.
- 3. Floor slabs should be structurally independent of any building footings or walls to reduce the possibility of floor slab cracking caused by differential movements between the slab and foundation. Where floor slabs are tied to perimeter walls or turn-down slabs to meet structural or other construction objectives, our experience indicates that any differential movement between the walls and slabs will likely be observed in adjacent slab expansion joints or floor slab cracks that occur beyond the length of the structural dowels. The structural engineer should account for this potential differential settlement through use of sufficient control joints, appropriate reinforcing or other means.

#### Floor Slab Construction Considerations

Prior to construction of grade supported slabs, varying levels of remediation may be required to reestablish stable subgrades within slab areas due to construction traffic, rainfall, disturbance, desiccation, etc. As a minimum, the following measures are recommended.

- Confirm that interior trench backfill placed beneath slabs is compacted in accordance with recommendations outlined in the Site Preparation section of this report.
- All floor slab subgrade areas should be moisture conditioned and properly compacted to the recommendations in this report immediately prior to placement of the stone base and concrete.

#### Floor Slab Subgrade Preparation

On most project sites, the site grading is generally accomplished early in the construction phase. However, as construction proceeds, the subgrade may be disturbed due to utility excavations, construction traffic, desiccation, rainfall, etc. As a result, the floor slab subgrade may not be suitable for placement of aggregate base and concrete and corrective action will be required. Additional protection, stabilization measures may be necessary and requires specific field evaluation. We recommend floor subgrades be maintained in a relatively moist condition until floor slabs are constructed. If the subgrade should become desiccated prior to construction of floor slabs, the affected material should be removed or the materials scarified, moistened, and recompacted. Upon completion of grading operations in the building areas, care should be taken to maintain the recommended subgrade moisture content and density prior to construction of the equipment building floor slabs.

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We recommend the area underlying the floor slab be rough graded and then thoroughly proof-rolled with a loaded tandem-axle dump truck prior to final grading and placement of aggregate base. Particular attention should be paid to high traffic areas that were rutted and disturbed earlier and to areas where backfilled trenches are located. Areas where unsuitable conditions are located should be repaired by removing and replacing the affected material with properly compacted fill. All floor slab subgrade areas should be moisture conditioned and properly compacted to the recommendations in this report immediately prior to placement of the aggregate base and concrete.

# **GENERAL COMMENTS**

As the project progressed, we addressed assumptions by incorporating information provided by the design team, if any. Revised project information that reflects actual conditions important to our services has been reflected in the final report. The design team should collaborate with Terracon to confirm these assumptions and to prepare the final design plans and specifications. This facilitates the incorporation of our opinions related to implementation of our geotechnical recommendations. Any information conveyed prior to the final report is for informational purposes only and should not be considered or used for decision-making purposes.

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in the final report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our scope of services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third party beneficiaries intended. Any third party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there

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may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

# **ATTACHMENTS**

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#### **EXPLORATION AND TESTING PROCEDURES**

#### Field Exploration

A geotechnical engineering study has been completed for the proposed Raywick Tower, located about 1,300 feet south of the intersection of J. E. Bickett Road and Raywick Road in Raywick, Marion County, Kentucky. One test boring was advanced to a depth about 35.5 feet below existing grade. An additional boring was performed to obtain an undisturbed sample. Individual boring logs and Exploration Plan (Exhibit A-2) are included in the appendix.

**Boring Layout and Elevations:** The location of the tower center was established by Landmark Surveying Co., Inc representative Mr. Darren Helms. The presence of the tower location stake was confirmed in a site visit by Terracon representative Mrs. Jenny Guest. Elevations, included in our boring logs, were obtained from the Site Sketch (file name: Site Candidate Information Form - Raywick) dated January 26, 2018.

Subsurface Exploration Procedures: We advanced the borings with a track-mounted drill rig using continuous flight augers (hollow stem). Four split-barrel samples were obtained in the upper 10 feet of the boring. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon was driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration was recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. This value is used to estimate the in-situ relative density of cohesionless soils and consistency of cohesive soils. We also obtained a thin-walled Shelby tube sample to obtain a relatively undisturbed soil sample and perform laboratory strength testing.

At auger refusal, we obtained a rock sample using a double-walled, diamond-faced, NX core barrel. The rock samples obtained were placed in a core box, sealed and returned to our laboratory for observation, classification and compression testing.

The sampling depths, penetration distances, and other sampling information were recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a geotechnical engineer. Our exploration team prepared field boring logs as part of the drilling operations. The field logs included visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs represent the geotechnical engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory. Information provided on the test boring logs include soil descriptions, consistency evaluations, boring depths, sampling intervals, and groundwater conditions.

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We observed groundwater levels during drilling and sampling. For safety purposes, the borings were backfilled with auger cuttings immediately after completion.

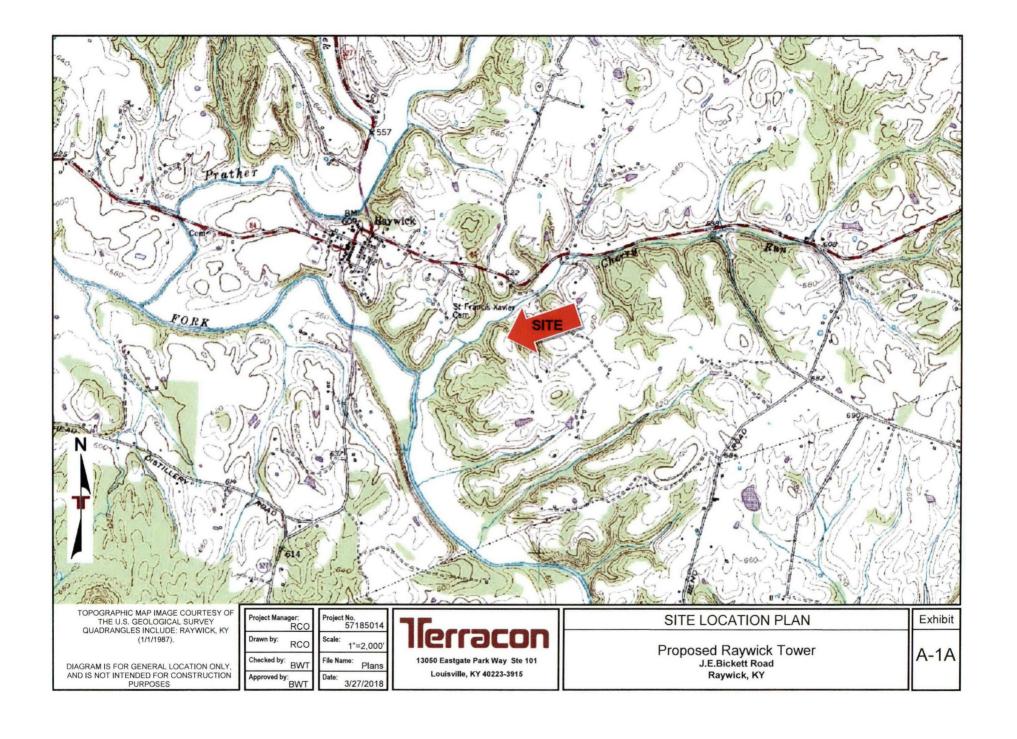
## **Laboratory Testing**

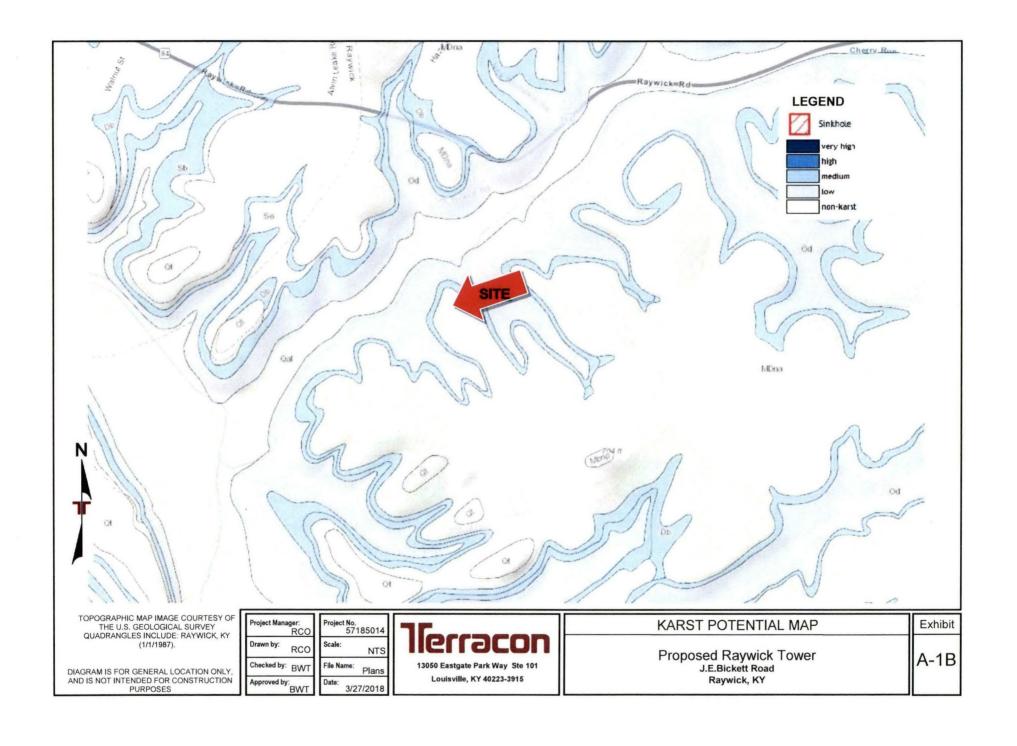
The project engineer reviewed the field data and assigned various laboratory tests to better understand the engineering properties of the various soil and rock strata as necessary for this project. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied because of local practice or professional judgment. Standards noted below include reference to other, related standards. Such references are not necessarily applicable to describe the specific test performed.

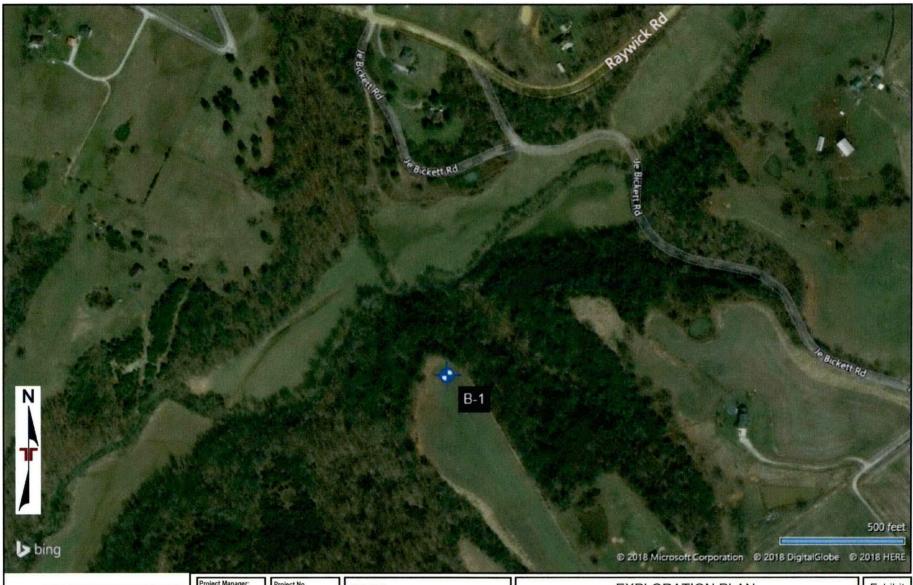
- ASTM D2216-10 Standard Test Methods for Laboratory Determination of Water (Moisture)
   Content of Soil and Rock by Mass
- ASTM D4318-10e1 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D2166/D2166M-13 Standard Test Method for Unconfined Compressive Strength of Cohesive Soil
- ASTM D7012 Standard Test Methods for Compressive Strength and Elastic Moduli of Intact Rock Core Specimens under Varying States of Stress and Temperatures

The laboratory testing program included examination of soil samples by the project engineer. Based on the material's texture and plasticity, we described and classified the soil samples in accordance with the Unified Soil Classification System.

# SITE LOCATION AND EXPLORATION PLANS







AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Mana	ager:
	RCC
Drawn by:	RCC

Checked by: BWT Approved by:

57185014 Scale: AS SHOWN File Name: Plans 3/27/2018

llerracon

13050 Eastgate Park Way Ste 101 Louisville, KY 40223-3915

# **EXPLORATION PLAN**

Proposed Raywick Tower
J.E.Bickett Road
Raywick, KY

Exhibit

A-2

# **EXPLORATION RESULTS**

	BORING LOG NO. B-1 Page 1 of 2										
PR	OJECT: Proposed Raywick Tower		CLIENT	: BI	ueg	grass	s Cellular Par town, KY	tnershi			
SIT	E: J.E.Bickett Road Raywick, KY	betn	town, KY								
GRAPHIC LOG		face Elev: 630 (Ft.) +		WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	FIELD TEST RESULTS	ROCK CORE UNAXIAL STRENGTH (psi)	LABORATORY HP (psf)	WATER CONTENT (%)	ATTERBERG LIMITS
₩ <u>7</u>	DEPTH TOPSOIL	ELEVATION (F						0,			
	SHALE, black, highly weathered, very weak		-	-	X	17	12-20-16 N=36			13	
	3.5	626.5	5+/-	1							
	FAT CLAY (CH), trace silt, dark brown, medium st shale fragments	iff, with	5 -		X	17	1-2-3 N=5		2500 (HP)	41	82-34-48
	6.5	623.5	-		><	2 /	50/2"			20	
	LIMESTONE, light gray to gray, close fracture spa bedding, unweathered, strong rock		-				50/2			38	
	- with clay joints and layers from about 9.5 to 10 ft - with a 1/4-inch shale seam at about 10.5 ft						RQD = 58%				
	16.5	613.5	- - - 15-			111	NQD = 30%	10890			
	SILTY DOLOMITE, dark gray with light gray, very fracture spacing, thin bedding, unweathered, stror - with a 1/4-inch clay seam	close	20-			120	RQD = 80%	10760			
	- with a 1/2-inch calcite crystal layer at 23.5 ft		-								
	- with a 2-inch calcite crystal layer at 24.5 ft										
	Stratification lines are approximate. In-situ, the transition may be of	gradual.				Har	nmer Type: Automat	ic			
3.25 Aband	Advancement Method: 3.25-inch Hollow Stem Auger  See Exhibit A-3 for descript procedures. See Appendix B for descript procedures and additional description additional de				cription of laboratory all data (if any).  Elevations were obtained from the Site Sketch (located in the Site Candidate Information Form) dated December 21, 2017.						
	WATER LEVEL OBSERVATIONS  No free water observed	16				Boring	g Started: 03-09-2018	Во	ring Comp	oleted: (	03-09-2018
	THE HELD OBSERVED	13050 Fastage Pr	JLC ark Way Sta	101		Drill F	Rig: B-53	Dri	iller: Ron	Mathes	
	13050 Eastgate Park Louisville,					Project No.: 57185014 Exhibit: A-3					

	BORING LOG NO. B-1 Page 2 of 2											
PR	OJECT:	Proposed Raywick Tower		CLIEN	T: B	lue	grass	s Cellular Par town, KY	tnership	,		
SIT	E:	J.E.Bickett Road Raywick, KY	N									
GRAPHIC LOG	Latitude: 37	N See Exhibit A-2 7.554861° Longitude: -85.419417° Approxir	mate Surface Elev: 630 (Ft.)		WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	FIELD TEST RESULTS	ROCK CORE UNAXIAL STRENGTH (psi)	LABORATORY HP (psf)	WATER CONTENT (%)	ATTERBERG LIMITS
	fracti	Y DOLOMITE, dark gray with light gray ure spacing, thin bedding, unweathered inued)	r, very close d, strong rock	(Ft.)	-	П	120		0,			
		n a 6-inch high angled fracture at abou	t 32 ft 594	30	- - -		109	RQD = 92%	9220			
Advana 3.25	Stratificati	on lines are approximate. In-situ, the transition	may be gradual.				Hala	mmer Type: Automa	tic			
Advand 3.25 Aband Bori	onment Met ng backfilled	v Stem Auger hod: d with auger cuttings upon completion.	See Exhibit A-3 for desc procedures. See Appendix B for desc procedures and addition See Appendix C for expl abbreviations.	cription of I	aborator		Note	998:				
		ER LEVEL OBSERVATIONS water observed	13050 Eastgate F			1	Boring Started: 03-09-2018  Drill Rig: B-53			Boring Completed: 03-09-2018 Driller: Ron Mathes		
1				ville, KY Project No.: 5				Project No.: 57185014 Exhibit: A-3				

#### Rock Core Photograph Log

Raywick Tower Raywick, Marion County, Kentucky March 30, 2018 Terracon Project 57185014



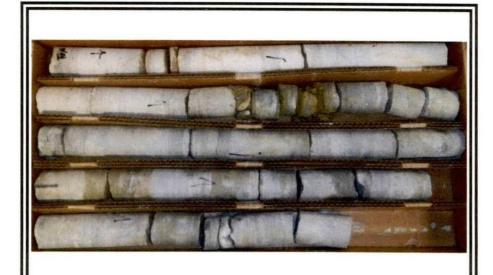
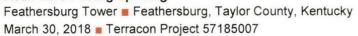


PHOTO #1 – Rock core sample at B-1 from about 6.5 to 16.5 feet below existing grade



PHOTO #2 – Rock core sample at B-1 from about 16.5 to 26.5 feet below existing grade

# Rock Core Photograph Log





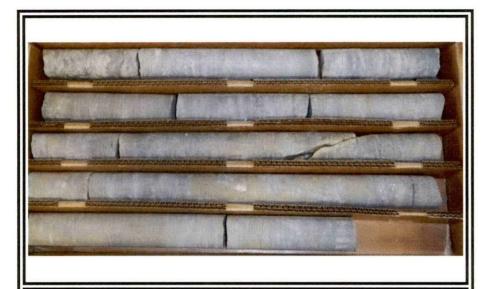


PHOTO #3 – Rock core sample at B-1 from about 26.5 to 36.5 feet below existing grade

**Summary of Laboratory Results** 

												Sheet	1 of 1
BORING ID	Depth	USCS Classification and Soil Description	Compressive Strength (psf)	Liquid Limit	Plastic Limit	Plasticity Index	% <#200 Sieve	% Gravel	% Sand	% Silt	% Clay	Water Content (%)	Dry Density (pcf)
B-1	1 - 2.5	WEATHERED SHALE										12.9	
B-1	3.5 - 5	FAT CLAY		82	34	48						40.6	
B-1	6 - 6.16	FAT CLAY										38.1	
B-1	6.5 - 16.5	LIMESTONE	1567440										
B-1	16.5 - 26.5	SILTY DOLOMITE	1549440										
B-1	26.5 - 35.6	SILTY DOLOMITE	1326960										

PROJECT: Proposed Raywick Tower

SITE: J.E.Bickett Road Raywick, KY



PROJECT NUMBER: 57185014

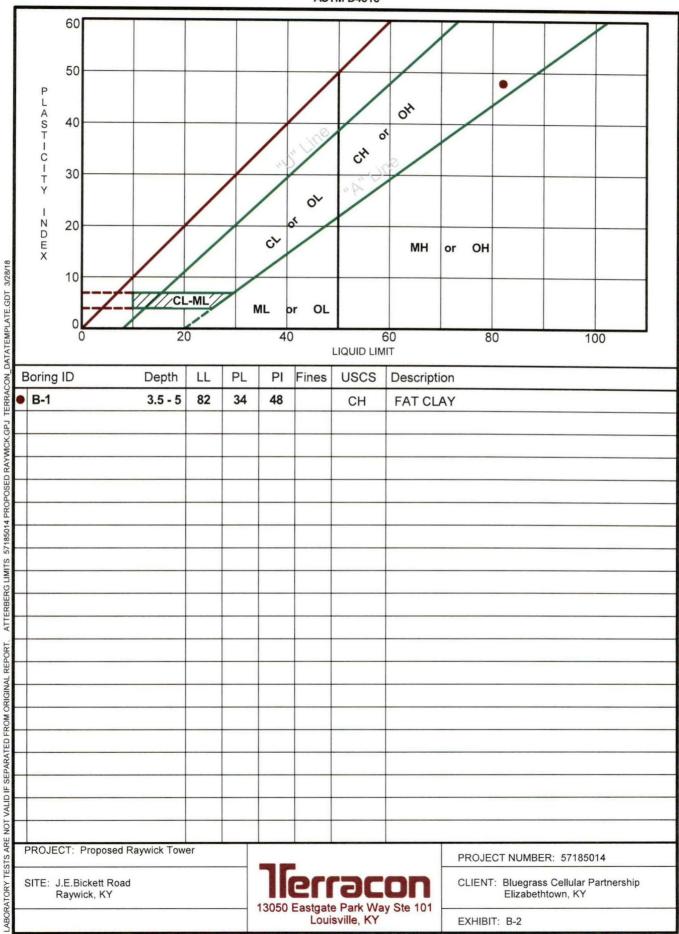
CLIENT: Bluegrass Cellular Partnership Elizabethtown, KY

EXHIBIT: B-1

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. OLD-LAB SUMMARY: USCS-NO ASSIGNMENT 57185014 PROPOSED RAYWICK.GPJ TERRACON\_DATATEMPLATE.GDT 3/28/18

# ATTERBERG LIMITS RESULTS

**ASTM D4318** 



# SUPPORTING INFORMATION

#### UNIFIED SOIL CLASSIFICATION SYSTEM

Raywick Tower ■ Raywick, Marion County, Kentucky May 19, 2018 ■ Terracon Project No. 57185014



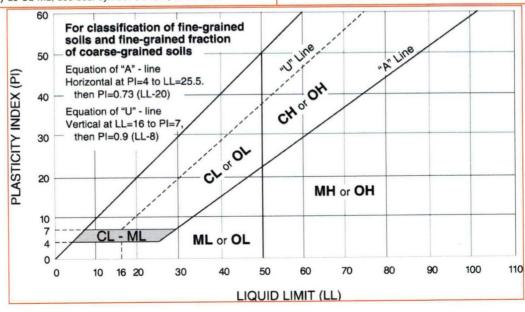
					S	oil Classification
Criteria for Assigni	ng Group Symbols	and Group Names	Using Laboratory 1	Tests A	Group Symbol	Group Name B
	Gravels:	Clean Gravels:	Cu ≥ 4 and 1 ≤ Cc ≤ 3 E		GW	Well-graded gravel F
	More than 50% of	Less than 5% fines C	Cu < 4 and/or 1 > Cc > 3	E	GP	Poorly graded gravel
	coarse fraction	Gravels with Fines:	Fines classify as ML or M	1H	GM	Silty gravel F, G, H
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	retained on No. 4 sieve	More than 12% fines C	Fines classify as CL or C	Н	GC	Clayey gravel F, G, H
	Sands:	Clean Sands:	Cu ≥ 6 and 1 ≤ Cc ≤ 3 E		SW	Well-graded sand
	50% or more of coarse	Less than 5% fines D	Cu < 6 and/or 1 > Cc > 3	E	SP	Poorly graded sand
	fraction passes No. 4	Sands with Fines:	Fines classify as ML or MH		SM	Silty sand G, H, I
	sieve	More than 12% fines D	Fines classify as CL or C	Н	SC	Clayey sand G, H, I
		Inorganic:	PI > 7 and plots on or ab	ove "A"	CL	Lean clay K, L, M
	Silts and Clays:	morganic.	PI < 4 or plots below "A"	line J	ML	Silt K, L, M
	Liquid limit less than 50	Organic:	Liquid limit - oven dried	< 0.75	OL	Organic clay K, L, M, N
Fine-Grained Soils:		Organic.	Liquid limit - not dried		OL	Organic silt K, L, M, O
50% or more passes the No. 200 sieve		Inorganic:	PI plots on or above "A" line		CH	Fat clay K, L, M
140. 200 01040	Silts and Clays:	morganic.	PI plots below "A" line		MH	Elastic Silt K, L, M
	Liquid limit 50 or more	Organic:	Liquid limit - oven dried	< 0.75	ОН	Organic clay K, L, M, P
		Organic.	Liquid limit - not dried	V 0.75	511	Organic silt K, L, M, Q
Highly organic soils:	Primarily	organic matter, dark in c	olor, and organic odor		PT	Peat

- A Based on the material passing the 3-inch (75-mm) sieve
- If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
- Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.
- Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

$$ECu = D_{60}/D_{10}$$
  $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ 

- F If soil contains ≥ 15% sand, add "with sand" to group name.
- GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

- HIf fines are organic, add "with organic fines" to group name.
- If soil contains ≥ 15% gravel, add "with gravel" to group name.
- JIf Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.
- KIf soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.
- Left froil contains  $\geq$  30% plus No. 200 predominantly sand, add "sandy" to group name.
- MIf soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.
- NPI ≥ 4 and plots on or above "A" line.
- OPI < 4 or plots below "A" line.
- PPI plots on or above "A" line.
- QPI plots below "A" line.



## **DESCRIPTION OF ROCK PROPERTIES**

Raywick Tower ■ Raywick, Marion County, Kentucky May 19, 2018 ■ Terracon Project No. 57185014



WEATHERING						
Term	Description					
Unweathered	No visible sign of rock material weathering, perhaps slight discoloration on major discontinuity surfaces.					
Slightly weathered	Discoloration indicates weathering of rock material and discontinuity surfaces. All the rock material may be discolored by weathering and may be somewhat weaker externally than in its fresh condition.					
Moderately weathered	Less than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a continuous framework or as corestones.					
Highly weathered	More than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a discontinuous framework or as corestones.					
Completely weathered	All rock material is decomposed and/or disintegrated to soil. The original mass structure is still largely intact.					
Residual soil	All rock material is converted to soil. The mass structure and material fabric are destroyed. There is a large change in volume, but the soil has not been significantly transported.					

STRENGTH OR HARDNESS					
Description	Field Identification	Uniaxial Compressive Strength, psi (MPa)			
Extremely weak	Indented by thumbnail	40-150 (0.3-1)			
Very weak	Crumbles under firm blows with point of geological hammer, can be peeled by a pocket knife	150-700 (1-5)			
Weak rock	Can be peeled by a pocket knife with difficulty, shallow indentations made by firm blow with point of geological hammer	700-4,000 (5-30)			
Medium strong	Cannot be scraped or peeled with a pocket knife, specimen can be fractured with single firm blow of geological hammer	4,000-7,000 (30-50)			
Strong rock	Specimen requires more than one blow of geological hammer to fracture it	7,000-15,000 (50-100)			
Very strong	Specimen requires many blows of geological hammer to fracture it	15,000-36,000 (100-250)			
Extremely strong	Specimen can only be chipped with geological hammer	>36,000 (>250)			

Fracture Spacing (Join	nts, Faults, Other Fractures)	Bedding Spacing (May Include Foliation or Banding)				
Description	Spacing	Description	Spacing			
Extremely close	< 3/4 in (<19 mm)	Laminated	< ½ in (<12 mm)			
Very close	3/4 in - 2-1/2 in (19 - 60 mm)	Very thin	½ in – 2 in (12 – 50 mm)			
Close	2-1/2 in - 8 in (60 - 200 mm)	Thin	2 in - 1 ft. (50 - 300 mm)			
Moderate	8 in – 2 ft. (200 – 600 mm)	Medium	1 ft 3 ft. (300 - 900 mm)			
Wide	2 ft 6 ft. (600 mm - 2.0 m)	Thick	3 ft. – 10 ft. (900 mm – 3 m)			
Very Wide	6 ft. – 20 ft. (2.0 – 6 m)	Massive	> 10 ft. (3 m)			

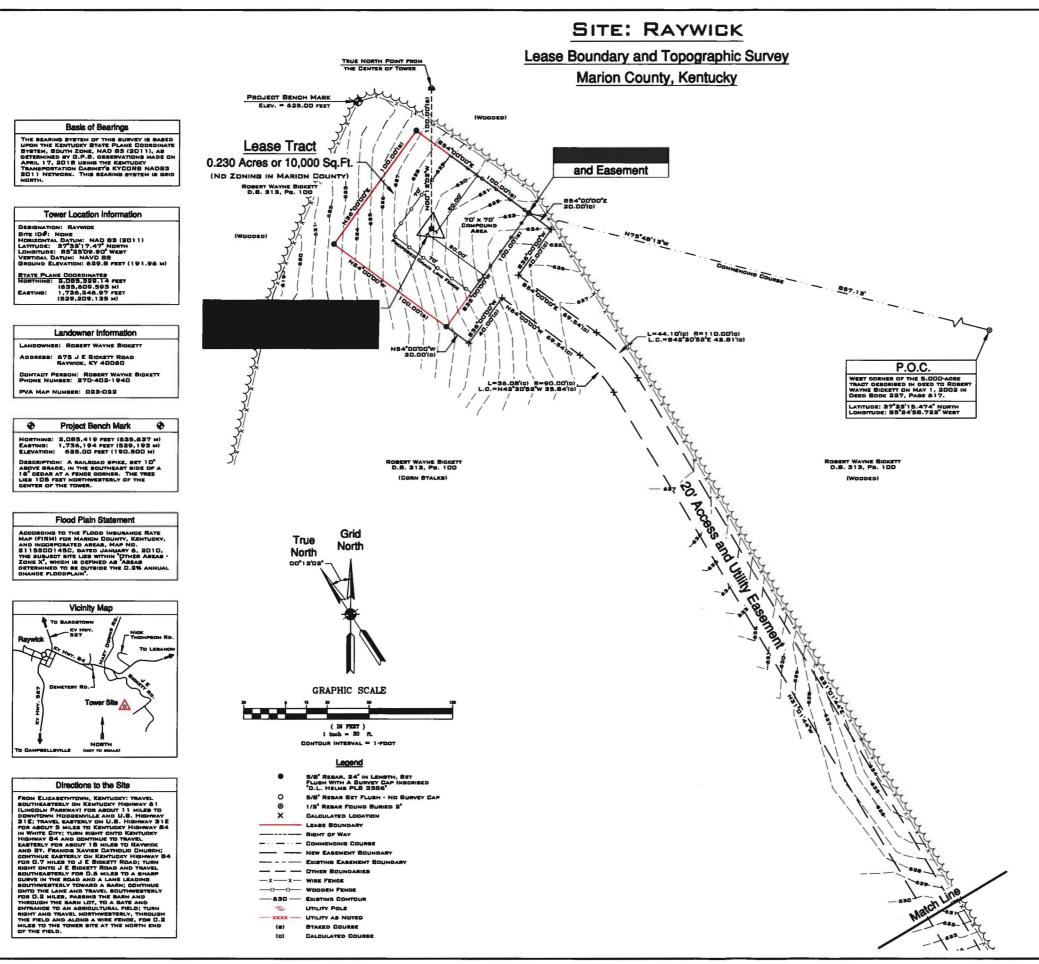
<u>Discontinuity Orientation (Angle)</u>: Measure the angle of discontinuity relative to a plane perpendicular to the longitudinal axis of the core. (For most cases, the core axis is vertical; therefore, the plane perpendicular to the core axis is horizontal.) For example, a horizontal bedding plane would have a 0-degree angle.

ROCK QUALITY DESIGNATION (RQD) 1					
Description RQD Value (%)					
Very Poor	0 - 25				
Poor	25 – 50				
Fair	50 – 75				
Good	75 – 90				
Excellent	90 - 100				

The combined length of all sound and intact core segments equal to or greater than 4 inches in length, expressed as a
percentage of the total core run length.

Reference:

U.S. Department of Transportation, Federal Highway Administration, Publication No FHWA-NHI-10-034, December 2009 Technical Manual for Design and Construction of Road Tunnels – Civil Elements



#### Lease Boundary and Easement Description

A TRACT OF LAND THAT IS LOCATED AT 693 J E BICKETT ROAD AND LIES 4, I DD FEET SOUTHEASTERLY OF ST. FRANCIS XAVER CATHOLIC DIARCH IN RAYWICK, MARION DOU KENTURY, BALD SACT STIME OFFICERED AS FOUL CINE.

OD IMMENCING AT A 1/8-MON REAR FOUND FLIBM AT THE WEST SCINCE OF THE S.OSD-ARMS TWANT SECRETOR TO RECEIVE TO RECEIVE WAY I, SIDES IN DIESE BOOK 287, PARK 617 IN THE CIPTUS OF THE SCINITY CLERK OF MAY I, SIDES IN DIESE MAYON A LAWAY SECRETOR AND REAR MAYONS A LATURE OF 37 DECRETE 38 MAYON A SECONDO MONTH AND A LOWERTHOR OF 85 DEGREES 48 MINUTES 18.674 SECONDO MONTH AND A LOWERTHOR OF 85 DEGREES 48 MINUTES 18.675 SECONDO MONTH 389.13 PKET TO A SECONDO MONTH SEV.13 PKET LIBERT TO A SECONDO PKET LIBERT TO A SECONDO MONTH SEV.13 PKET LIBERT TO A SECONDO PKET TO A SECONDO

TORSTHER WITH A SID-Port who's (NOMINAL WIDTH) ADDRESS AND UTILITY CARRIMOT FOR THE ADDRESS OF SERVICES (SIGNATE ADDRESS) CARRIED THE ADDRESS OF SERVICES OF SERVI

THE SEASING SYSTEM OF THIS DESCRIPTION IS BASED UPON THE KENTLORY STATE PLA DOMORMATS SYSTEM, SOUTH ZONE, NAD SS (2011), AS DETERMINED BY S.P.S. DESCRIPTIONS DADS OF APRIL 17, DOI 18 SIGNS THE EXCITAGE TRANSPORTATION OF

THIS DESCRIPTION IS BASED UPON A SURVEY COMPLETED BY LANDMARK SURVEYING CO. INC. AND DESCRIPTIOS OF DARRICH L. HELMS, P.L.S. 3886, OM MAY 7, 8718.
SOURCE OF TITLE: BEING A PORTION OF AND LYING ENTRELY WITHIN THE LAND OSS

#### Surveyor's Notes

 Any engumerances and landowner information shown hereon, redarding the Busileot Tradt, are based upon a title Search Gomplets by Abstract & Titles, inc. of Louisville, Kentijoky, Dated March 14, 2018, Exam No. 232218.

. NO SEARCH OF PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM TO ETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE FARENT

RADIT.

1. THE UTILITIES SHOWN ON THIS PLAY MAY OR MAY NOT REPRESENT ALL OF THE UTILITIES LODATED ON THE SUBJECT SITE. THE PRESENCE OF UTILITIES ADMINIST PRIMERS OF A VAILAL INSPECTION OF THE PROPERTY SUBFACE.

4. THE TOPOGRAPHIC INFORMATION CONTAINED ON THIS PLAY WAS AS REQUESTED BY THE CLIENT AND MAY OR MAY NOT REPRESENT ALL OF THE

S. ACCORDING TO THE OFFICE OF MR. DAVID R. DAUGHERTY, MARKIN GOUN HUDGE EXECUTIVE, NO LODAL PLANNING UNIT EXISTE WHICH MAS BEGRAPHIDAL JURISDICTION OF THE SUBJECT TUWER SITE. THE CIDUNTY HUDGE EXECUTIVE'S OFFICE MAY BE CONTACTED AT 270-592-2451 FOR

6. THE PROPOSED LODATION OF THE RAYWOX TOWER SITE WILL BE LODATED DUTBIDE OF AN INCORPORATED CITY.

7. THE COUNTY ROAD RIBHT OF WAY WAS OSTERMINED FROM USE AND PEO GROMANDE (15<sup>th</sup> MINIMUM FROM DENTER OF PAYMENTI). THE MINIMUM RIB OF WAY WIDTH WAS VERIFIED BY CONTACTING THE MARION COUNTY JUDGE EXECUTIVE'S OFFICE.

#### Surveyor's Certification

I HERENY DERTIFY THAT THIS PLAT MAS BEEN COMPILED PROM A SURVEY ANTIALLY MADE UPON THE GROUND UNDER MY DIRECT SUPERVISION ON APRIL 17, 2017 BY THE METHOD OF REAL THE KINEMATIC GIPS BURYEY AND A RANDOM TRAVERSE WITH SIDEBHOTS. THE RELATIVE POSITIONAL ADDURANT OF ANY POINT ON THIS SURVEY IS SETTER THAN \$ 0.10 PEET \$ 200 PPM. THIS PLAT REFERENCES A RAND. SOURCES WITH YEAR OF SURVEY AND COMPILES WITH THE SURVEY IS SETTER THAN \$ 0.10 PEET \$ 200 PPM. THIS PLAT REFERENCES A RAND. SOURCES WITH YEAR OF SURVEY AND COMPILES WITH THE SURVEY AND

DARREN L. HELMS, P.L.S. 2386

Derren L. Helme: 3388 LICENSED PROFESSIONAL I AMN CUIDVEVID LANDMARK BURVE
15 N.E. 380 871
WASHINGTON, INC.
(812) 257-0950



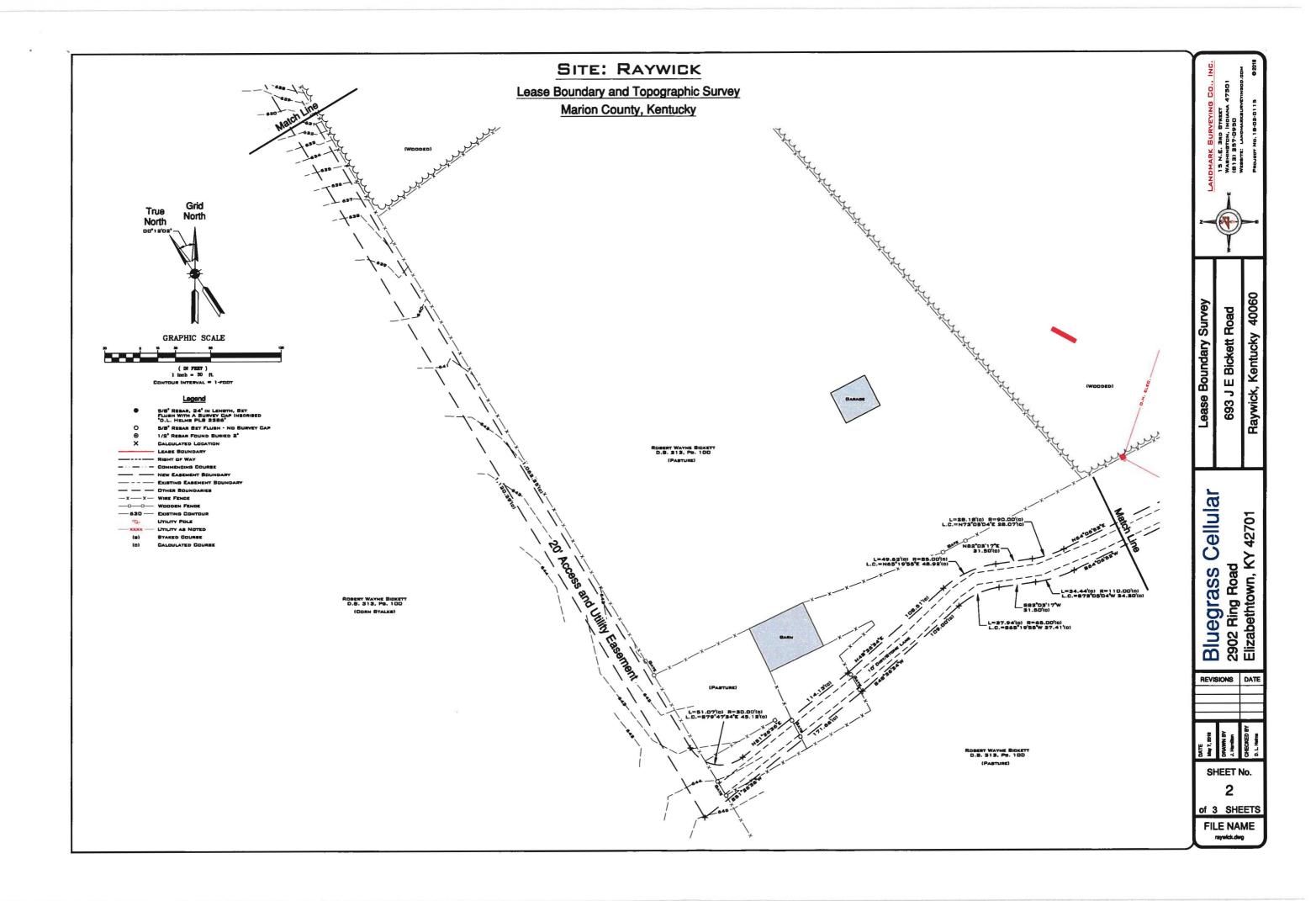
Boundary Survey J E Bickett Road

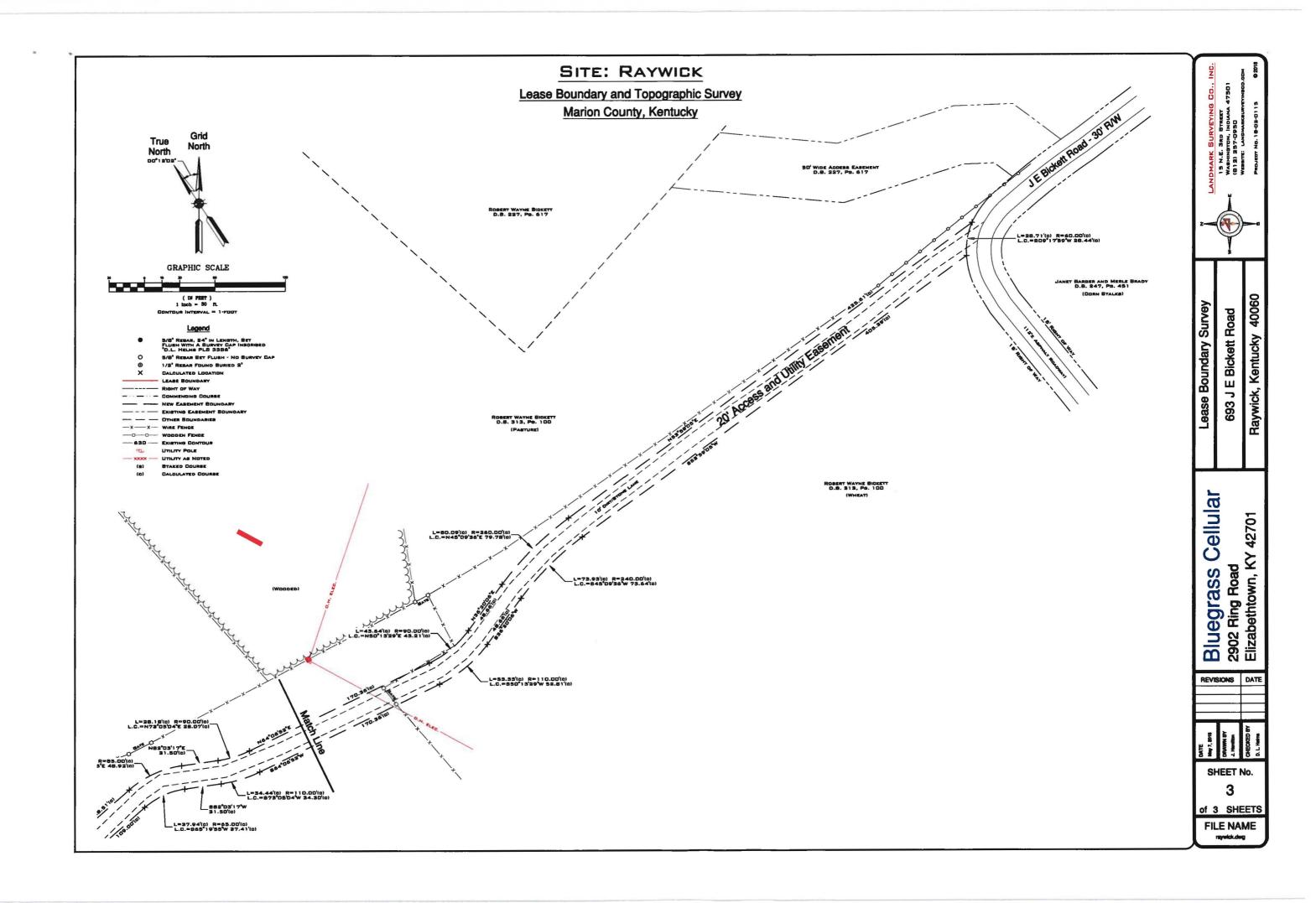
Raywick, Kentucky

Cellular 693 J

Bluegrass Cellul 2902 Ring Road Elizabethtown, KY 42701

FILE NAME







APPROVAL SIGNATURES	
BLUEGRASS CELLULAR PROJECT SUPERVISOR:	
DATE:	
CITY REPRESENTATIVE:	
TITLE:	
DATE:	
PROPERTY OWNER/OWNERS:	
DATE:	
TOWER OWNER/OWNERS:	
DATE:	

SITE NAME: RAYWICK

911 ADDRESS: 693 JE BICKETT RD. RAYWICK, KY.

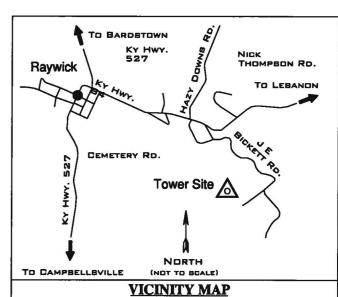
40060

**COUNTY: MARION** 

TOWER LATITUDE & LONGITUDE

N 37\* 33' 17.47" W 85\* 25' 09.90"

SHEET INDEX				
SHEET NO.	DESCRIPTION	REVISION		
TITLE SHEET	TITLE SHEET			
SURVEY A,B & C	SURVEY A,B & C			
A-1	SITE PLAN			
A-2	FENCING SHEET			
ANTENNA DETAILS 1	ANT.SPECS/TOWER ELEV.			
ANTENNA DETAILS 2	ANTENNA DETAILS 2			
E-1	SITE PLAN - ELECTRICAL			
E-2	ELECTRICAL DETAILS			
LYNCOLE	LYNCOLE GROUNDING			
E-3	ELEC. PLAN - GROUNDING			
E-4	GROUNDING DETAILS			
8-1	FOUNDATION DETAILS			
OJ4311A	GENERATOR DETAILS			
GENERAL NOTES	GENERAL NOTES			



## NOT TO SCALE DIRECTIONS TO SITE

FROM ELIZABETHTOWN, KENTUCKY: TRAVEL SOUTHEASTERLY ON KENTUCKY HIGHWAY 61 (LINCOLN PARKWAY) FOR ASOUT 11 MILES TO DOWNTOWN HODGENVILLE AND U.S. HIGHWAY 31E; TRAVEL EASTERLY ON U.S. HIGHWAY 31E FOR ASOUT 5 MILES TO KENTUCKY HIGHWAY 84 IN WHITE CITY; TURN RIGHT ONTO KENTUCKY HIGHWAY 84 AND CONTINUE TO TRAVEL EASTERLY FOR ASOUT 18 MILES TO RAYWICK AND 81. FRANCIS XAVIER CATHOLIC CHURCH; CONTINUE EASTERLY ON KENTUCKY HIGHWAY 84 FOR 0.7 MILES TO J E BICKETT ROAD; TURN RIGHT ONTO J E BICKETT ROAD AND TRAVEL EDUTHEASTERLY FOR 0.6 MILES TO A SHARP CURVE IN THE ROAD AND A LANE LEADING SOLUTHWESTERLY TOWARD A SARN; CONTINUE ONTO THE LANE AND TRAVEL SOUTHWESTERLY FOR 0.2 MILES, PASSING THE SARN AND THROUGH THE BARN LOT, TO A GATE AND ENTRANCE TO AN AGRICULTURAL FIELD; TURN RIGHT AND TRAVEL NORTHWESTERLY, FOR TRAVEL FOR THE FIELD AND ALDING A WIRE FENCE, FOR 0.2 MILES TO THE TOWER SITE AT THE NORTH END OF THE FIELD.

# **SITE DATA**

PROPERTY OWNER: ROBERT WAYNE BICKETT (270) 402-1940

TOWER OWNER:

BLUEGRASS CELLULAR (270) 769-0339

POWER COMPANY: INNER COUNTY RECC (270) 692-3761

TELEPHONE COMPANY: WINDSTREAM (855) 439-2889

BLUEGRASS PROJECT MANAGER: BILL BURKS (270)734-1028

BLUEGRASS PROJECT SUPERVISOR: MASON McDOWELL (270)734-1002



ROBIN BECKER RSB DESIGN (502) 599-9427

# SITE: RAYWICK

#### Basis of Bearings

#### Tower Location Information

DESIGNATION: RAYWICK BITE 105: NONE HORIZONTAL DATUM: NAD 83 (2011) LATITUDE: 37°33'17.47' NORTH LONGTUDE: 88°28'09.0' WEST VERTICAL DATUM: NAVO 88 GROUND ELEVATION: 629.8 FEET (191.98 M)

# 

#### Landowner Information

ADDREBS: 675 J E BICKETT ROAD RAYWICK, KY 40060

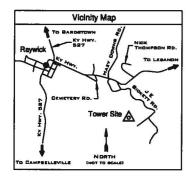
PVA MAP NUMBER: 023-022

#### Project Bench Mark

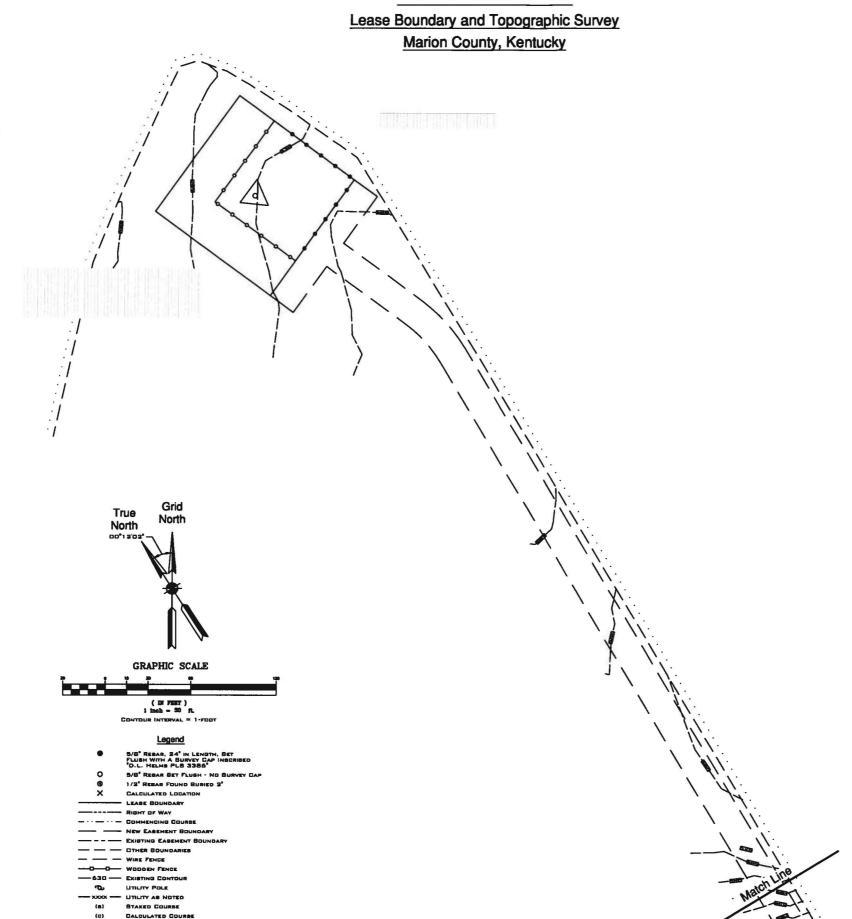
NORTHINE: 2,085,419 FEET (635,637 M)
EASTINE: 1,736,194 FEET (529,193 M)
ELEVATION: 625,00 FEET (190,500 M)

#### Flood Plain Statement

ACCORDING TO THE PLOOD IMBURANCE RATE MAP (FIRM) FOR MARION COUNTY, KENTICKY, AND INCORPORATED AREAS, MAP NO. 2115SC014SC, DAYED JANUARY 6, 2010, THE SUBJECT STEE LIES WITHOUTHER AREAS CONE X, WHICH IS DEFINED AS TAKENS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE PLOODPLAN.



#### Directions to the Site



#### Lease Boundary and Easement Description

THE BEABING SYSTEM OF THIS DEBOSISTION IS BASED UPON THE KENTURY STATE PLANE COORDINATE SWITCH, SOUTH ZONE, NAME OF SIGNING SIGNING OF SIGNING

THIS DESCRIPTION IS EASED UPON A SURVEY COMPLETED BY LANDMARK SURVEYING DO. INC. AND CERTIFIED BY DARREN L. HELMS, P.L.S. 3386, ON MAY 7, 2018. SDURCE OF TITLE: SEINS A PORTION OF AND LYING ENTIRELY WITHIN THE LAND DESCRIBED IN DEED TO ROBERT WAYNE BIGGETT ON JUNE 28, 2016 IN DEED BOOK 313, PAGE 100 IN THE OPPINE OF THE COUNTY CLERK OF MANDO COUNTY, KENTUCKY.

#### Surveyor's Notes

1. ANY ENCUMBRANCES AND LANDOWNER INFORMATION BHOWN HEREIN, REDARDING THE SUBJECT TRACT, ARE BABED UPON A TITLE SEARCH COMPLETED BY ABSTRACT & TITLES, INC. OF LOUISVILLE, KENTUCKY, DATED MARCH 14, 2018, EXAM NO. 232218.

5. ACCORDING TO THE OFFICE OF MR. DAVID R. DAUGHERTY, MARION COUNTY JUDGE EXECUTIVE, NO LOCAL PLANNING UNIT EXISTS WHICH MAS GEOGRAPHICAL JURISDITION OF THE BUSSECT TOWER SITE. THE COUNTY JUDGE EXECUTIVES OFFICE MAY BE CONTACTED AT 270-592-3451 FOR CONFIRMATION.

7. THE COUNTY ROAD RIGHT OF WAY WAS DETERMINED FROM USE AND PER ORDINANCE (15" MINIMUM FROM CENTER OF PAYMENT). THE MINIMUM RIGHT OF WAY WORTH WAS VERIFIED BY CONTACTING THE MARION COUNTY JUDGE EXECUTIVE'S OFFICE.

#### Surveyor's Certification

I HEREBY CERTIFY THAT THIS PLAT HAS SEEN COMPILED FROM A SURVEY ACTUALLY MADE UPON THE GROUND UNDERS MY DIRECT SUPERVISION ON APRIL 71, 2017 BY THE METHOD OF REAL TIME KINEMATIC GPB SURVEY AND A RANDOM TRAVERSE WITH SIDESHOTS. THE RELATIVE POSITIONAL ACCURACY OF ANY POINT ON THIS SURVEY IS SETTED THAN \$\frac{1}{2}\$. TO FEET \$\frac{1}{2}\$ COPPIN. THIS PLAT REPRESENTS A RURAL SOUNDARY SURVEY AND COMPLIES WITH THE REQUIREMENTS OF 2017 KAR 18: 150.

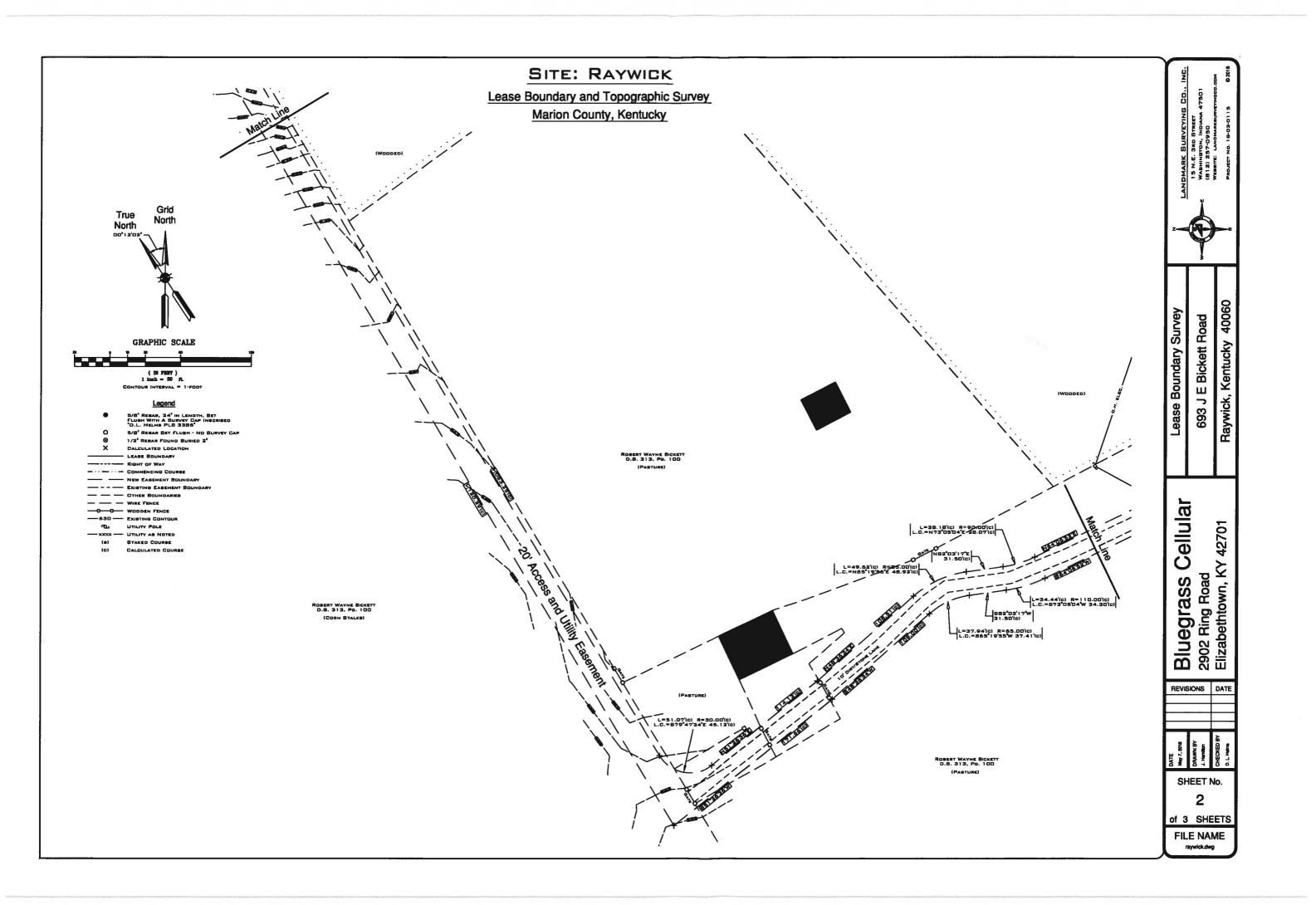
DARREN L. HELMS, P.L.S. 3386

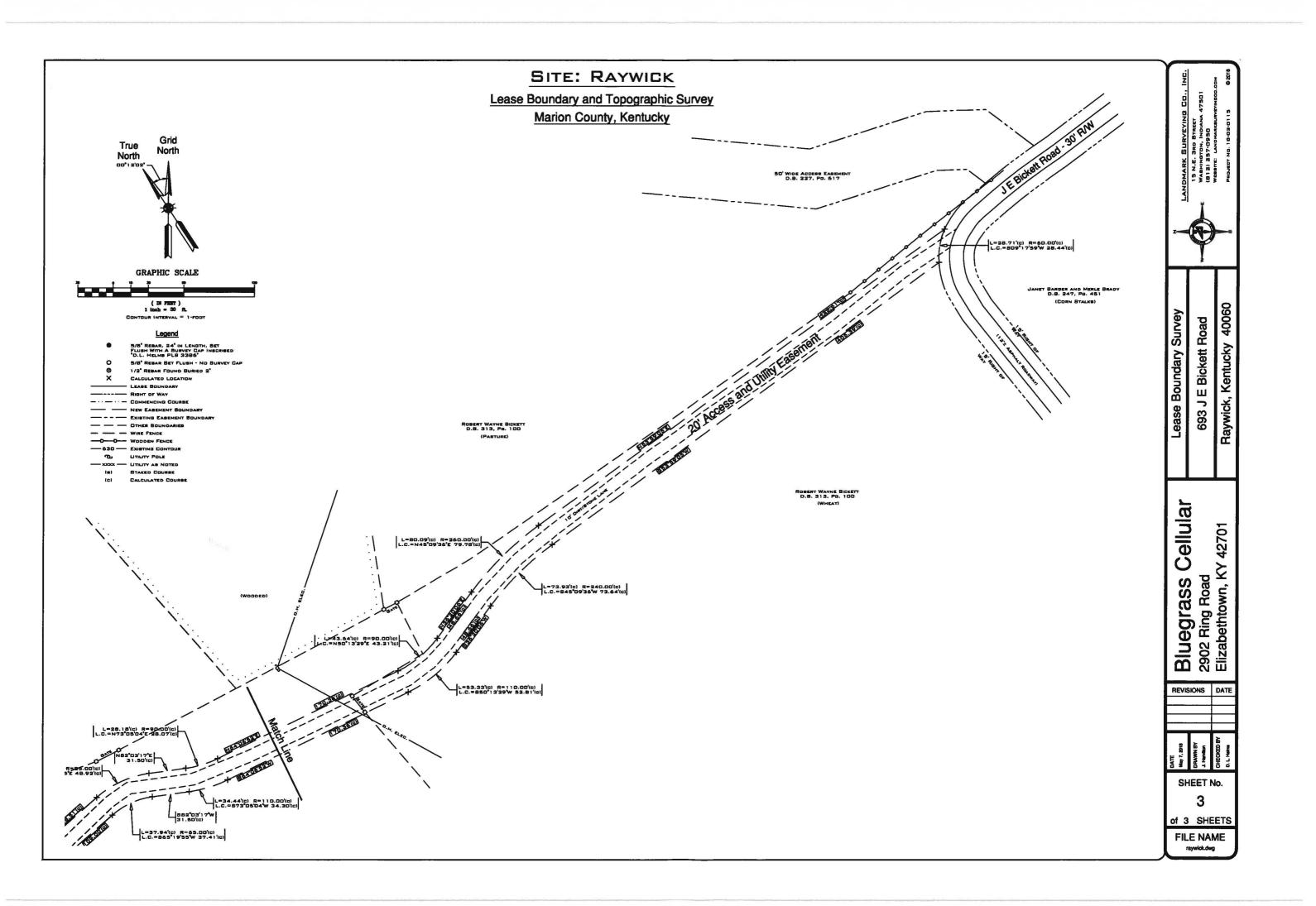
Survey Bickett Road Raywick, Kentucky Boundary 693 J E Lease

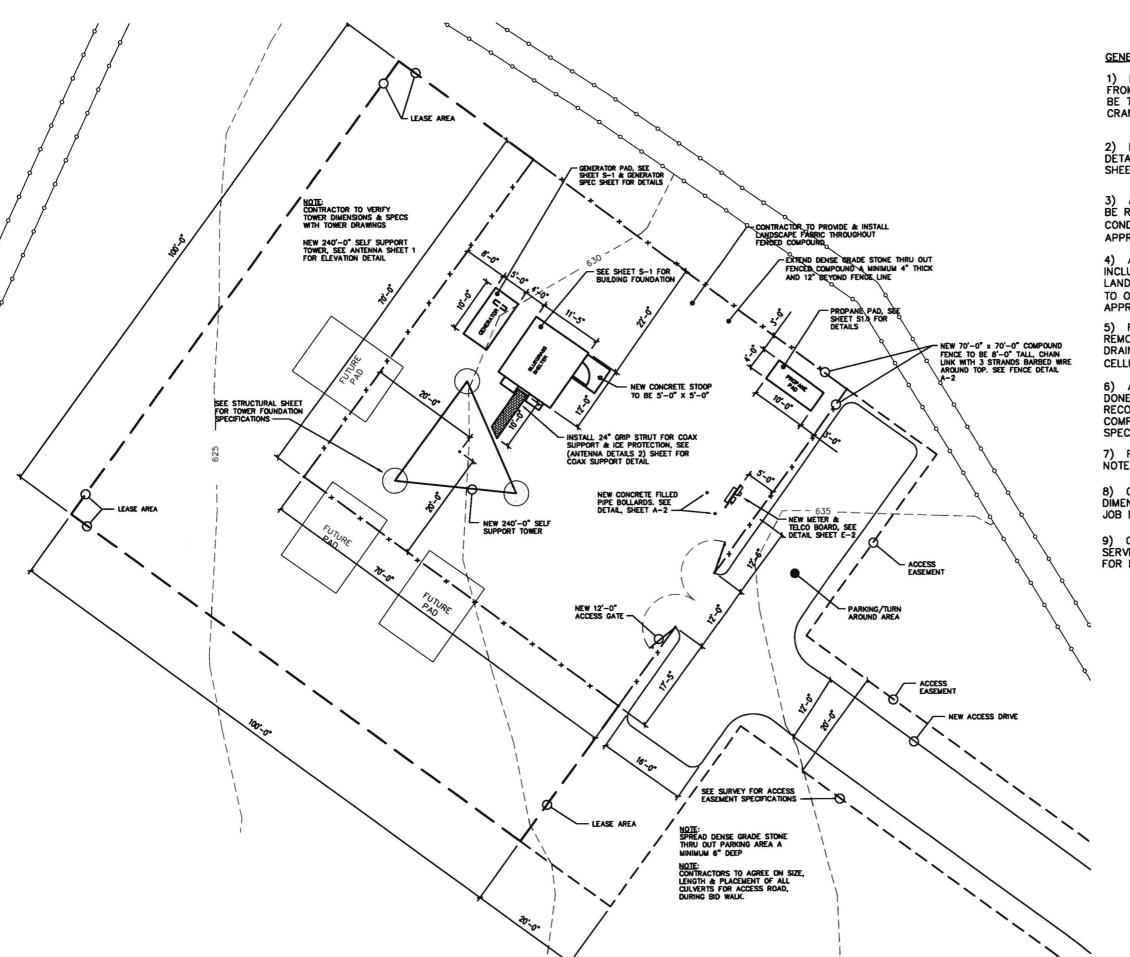
a Bluegrass Co 2902 Ring Road Elizabethtown, KY Ö

REVISIONS DATE SHEET No. of 3 SHEETS

FILE NAME raywick.dwg







#### GENERAL NOTES:

- 1) EQUIPMENT PICK-UP AND DELIVERY TO SITE FROM BLUEGRASS CELLULAR STAGING FACILITY TO BE THE CONTRACTORS RESPONSIBILITY, INCLUDING CRANE SET, AND ALL COST INCURRED.
- 2) FOR, BUILDING AND ALL CONCRETE PAD DETAILS REFER TO STRUCTURALS AND SHEET S1.1
- 3) ANY DAMAGE DUE TO CONSTRUCTION, TO BE REPAIRED OR REPLACED TO ORIGINAL CONDITION. (SUBJECT TO BLUEGRASS CELLULAR'S APPROVAL).
- 4) ANY DAMAGE OF NATURAL SURROUNDINGS , INCLUDING BUT NOT LIMITED TO, GRASS, TREES, LANDSCAPING, ETC.. TO BE REPAIRED OR REPLACED TO ORIGINAL CONDITION AT BLUEGRASS CELLULAR'S APPROVAL.
- 5) ROADWAYS TO BE GRADED SMOOTH AND EVEN, REMOVING ALL POTHOLES. ROADS TO HAVE PROPER DRAINAGE AND RUNOFF PER BLUEGRASS CELLULAR'S APPROVAL.
- 6) ANY RELOCATION OF EXISTING UTILITIES TO BE DONE IN ACCORDANCE WITH LOCAL CODES AND RECOMMENDATIONS, CONSULTING ALL UTILITY COMPANIES INVOLVED FOR APPROVAL AND SPECIFICATIONS REQUIRED.
- 7) FOR GRADING DETAILS, SEE GENERAL NOTESHEET
- 8) CONTRACTOR TO FIELD VERIFY ALL TOWER DIMENSIONS WITH TOWER MANUFACTURER PRIOR TO JOB BIDDING OR START OF ANY CONSTRUCTION
- 9) CONTRACTOR RESPONSIBLE FOR APPLYING FOR SERVICE TO SITE AND PAYING ANY FEES REQUIRED FOR PERMITS, HOOKUP, ETC..

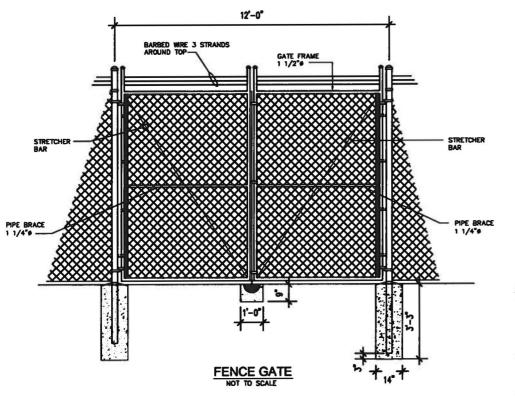


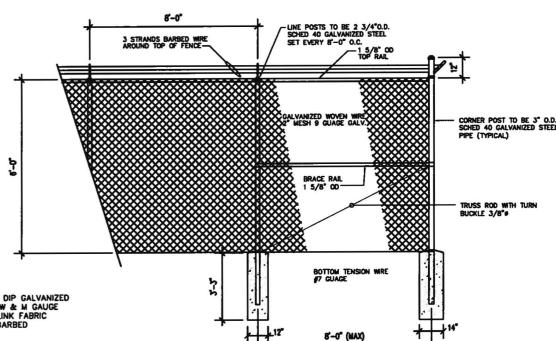
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BLUEGRASS CELLULAR, INC. STANDARD CELLULAR SITE RAYWICK

A-1

SITE PLAN
SCALE: 1'-0"





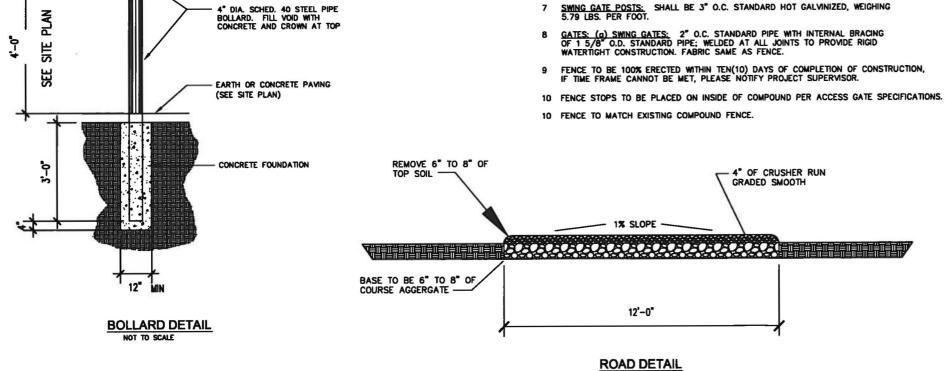
**FENCE DETAIL END POLES** 

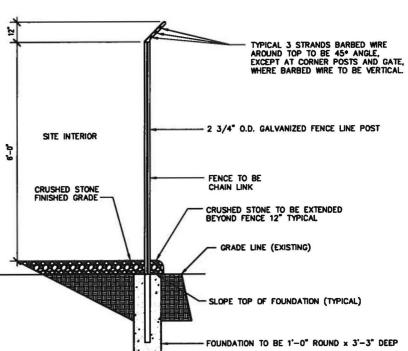
NOT TO SCALE

# CHAIN LINK FENCING NOTES:

NOT TO SCALE

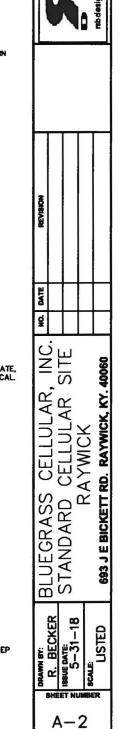
- FABRIC: THE FABRIC SHALL BE COMPOSED OF INDIVIDUAL HOT DIP GALVANIZED WIRE PICKETS HELICALLY WOUND AND INTERWOVEN FROM NO.9 W & M GAUGE COPPER BEARING STEEL WIRE TO FORM A CONTINUOUS CHAIN LINK FABRIC HAVING A 2" MESH. TOP EDGES SHALL HAVE A TWISTED AND BARBED
- 2 POSTS: SHALL BE 2 3/4" O.D. SS 40 PIPE HOT GALVINIZED. THESE POSTS SHALL BE SPACED APPROXIMATELY 8'-0" ON CENTERS AND SET FULL 3'-3"IN BELL SHAPED CONCRETE FOOTING, CROWNED AT TOP TO SHED WATER.
- 3 TOP RAIL: SHALL BE 1 5/6" O.C. STANDARD PIPE HOT GALVANIZED AND SHALL BE FURNISHED IN RANDOM LENGTHS AVRERAGING NOT LESS THAN 20".
- FABRIC TIES: FOR ATTACHING FABRIC TO LINE POST, TOP RAIL OR TOP WIRE, SHALL BE ALUMINUM STRIP OF WIRE OF APPROVED GUAGE AND DESIGN. USED ON TOP OF RAIL EVERY 24" AND ONE POST EVERY 12".
- 5 <u>Extension arms</u>: Cast steel galvanized to accomodate 3 strands of barb wire, single arm sloped to 45°, and vertical on top of swing gates.
- 6 BARBED WIRE (STEEL): ASTM A121 GALVINIZED STEEL, 12 GUAGE THICK WIRE, 3 STRANDS 4 POINTS AT 3" O.C.





**FENCE DETAIL LINE POLES** 

NOT TO SCALE



ALL LINES AND ANTENNAS TO BE PROPERLY MOUNTED TO TOWER OR STRUCTURE PER BLUEGRASS CELLULAR SPECIFICATIONS.

ALL GROUND BARS TO BE INSTALLED AND CAD WELDED TO GROUND FIELD (WHERE REQUIRED)

ALL LINES TO BE GROUNDED AT THE TOP AND BASE OF STRUCTURE OR TOWER.

ALL LINES TO BE GROUNDED AT ENTRANCE OF SHELTER BEFORE WAVE GUIDE PORTS. (EXTERIOR OF BUILDING)

LINES ARE TO BE SECURED TO ICE BRIDGE

WAVE-GUIDE BOOTS ARE TO BE INSTALLED ON ALL LINES (BOTH INSIDE AND OUTSIDE)

ALL COAX CONNECTIONS ARE TO BE WEATHER PROOFED.

INVENTORY OF ALL MATERIAL IS TO BE DONE PRIOR TO INSTALLATION BY CONTRACTOR. (LIST WILL BE PROVIDED)

ALL TRASH AND REFUGE IS TO BE PROPERLY DISPOSED OF.

CONTRACTOR TO EXTEND HARDLINES INTO BUILDING 12" & INSTALL POLYPHASERS AND GROUNDING, PER INSTRUCTION OF PROJECT SUPERVISOR.

GENERAL CONTRACTOR TO MOUNT ANTENNA MOUNTS AT TOP OF STRUCTURE OR TOWER BY BLUEGRASS CELLULAR SPECIFICATIONS.

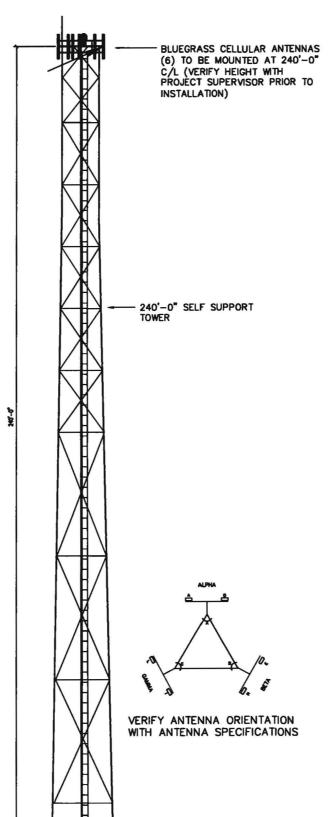
ICE BRIDGE TO BE SUPPLIED AND INSTALLED BY GENERAL CONTRACTOR. (Additional Ice Bridge if needed)

TRAPEZE KIT TO BE SUPPLIED AND INSTALLED BY GENERAL CONTRACTOR.

CONTRACTOR TO INSTALL GPS BRACKET & ANTENNAS COMPLETE

CONTRACTOR TO INSTALL LIGHTING SYSTEM PER FAA ADVISORY 70/7460-1K CHANGE 2, OBSTRUCTION MARKING AND LIGHTING, A MED-DUAL SYSTEM - CHAPTERS 4,8(M-DUAL), & 12

# BLUEGRASS CELLULAR GENERAL NOTES & ANTENNA SPECS



SELF SUPPORT TOWER ELEVATION (TYPICAL)

# TOWER HEIGHT & TYPE

240'-0" SELF SUPPORT TOWER

## ANTENNA SPECS

	TYPE	SIZE L x W x D	NUMBER	AZIMUTH	MOUNTING HEIGHT
ANTENNA (CDMA)	KATHREIN 800-10965		6	0*, 120*, 240*	240'-0" C/L VERIFY WITH CONSTRUCTION SUPERVISOR
ANTENNA (LTE)	RRUS 2212 B13		6	A, B, G	240'-0" C/L

## ANTENNA MOUNTING HARDWARE SPECS

	TYPE	SIZE	NUMBER
MOUNT (PRIMARY)	WD 13X53 MOUNTING FRAME		3
MOUNT (SECONDARY)			

# ANTENNA TRANSMISSION LINES SPECS

	TYPE	SIZE	NUMBER
TRANSMISSION LINE (PRIMARY)	(7) #8AWG	7/8"	1
TRANSMISSION LINE (PRIMARY)	(24) Fiber	1/2"	1
TRANSMISSION LINE (SECONDARY)			

# DISH SPECS

	MICROWAVE/DONOR	SIZE	NUMBER	AZIMUTH	MOUNTING HEIGHT
DISH #1					

# DISH TRANSMISSION LINES

		TYPE	SIZE	NUMBER
	TRANSMISSION LINE #1			
1000	TRANSMISSION LINE #2			

## ANTENNA SYNOPSIS

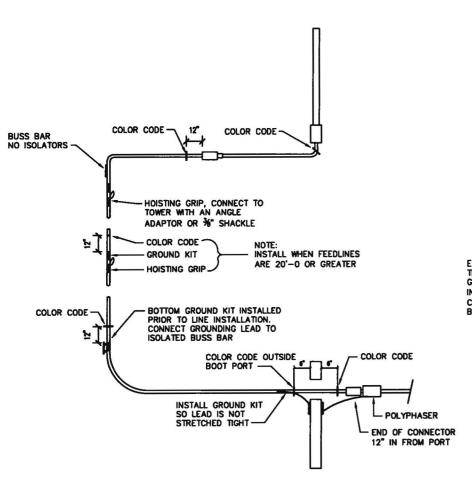
- \* ANTENNAS TO HAVE A 2\*E
- \* ANTENNAS TO HAVE A O\* Mech.



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ANTENNA
DETAILS
1



# **COLOR CODING DETAIL**

#### COLOR CODE DETAILS:

CDMA-NO COLOR OTHER THAN THE SECTOR DESIGNATORS BCI LTE-ALWAYS 1 PURPLE BAND AFTER RED, WHITE OR BLUE SECTOR DESIGNATOR COLORS.

LRA LTE-ALWAYS HAS 1 ORANGE BAND AFTER RED, WHITE OR BLUE SECTOR DESIGNATOR COLORS.

AWS-ALWAYS HAS 2 ORANGE BANDS AFTER RED, WHITE OR BLUE SECTOR DESIGNATOR COLORS. AWS POWER AND FIBER TRUNK CABLES JUST HAVE 2 ORANGE BANDS WITH NO SECTOR DESIGNATOR COLORS SINCE ALL 3 SECTORS ARE IN TRUNK.

THE SECTOR DESIGNATOR COLORS ARE:

ALPHA 1-1 RED BAND ALPHA 2-2 RED BANDS

DELTA 1-3 RED BANDS DELTA 2-4 RED BANDS

BETA 1-1 WHITE BAND

BETA 2 -2 WHITE BANDS

EPSILON1 -3 WHITE BANDS EPSILON 2-4 WHITE BANDS

GAMMA 1- 1 BLUE BAND

GAMMA 2- 2 BLUE BANDS ZETA 1 - 3 BLUE BANDS

ZETA 2 - 4 BLUE BANDS

BCI LTE (PURPLE BAND)

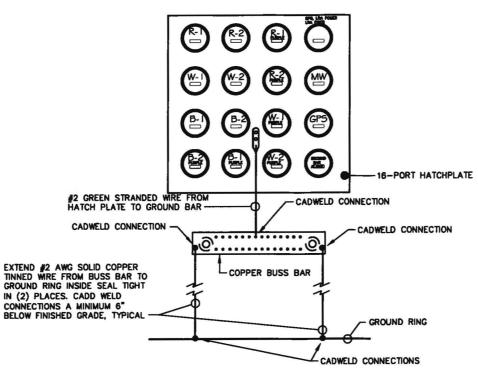
1 RED 1 PURPLE (ALPHA 1 BCI LTE)

2 RED 1 PURPLE (ALPHA 2 BCI LTE)

1 WHITE 1 PURPLE (BETA 1 BCI LTE)

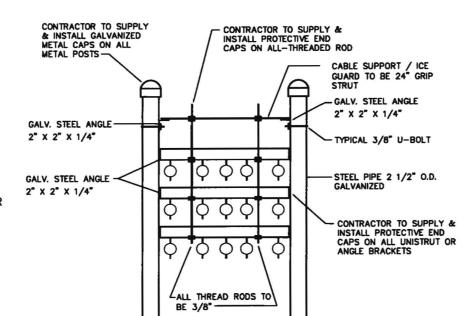
2 WHITE 1 PURPLE (BETA 2 BCI LTE) 1 BLUE 1 PURPLE (GAMMA 1 BCI LTE)

2 BLUE 1 PURPLE (GAMMA 2 BCI LTE)



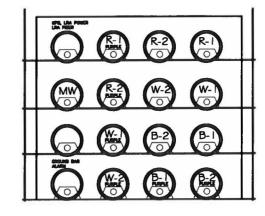
# **BOOT PORT GROUNDING DETAIL**

NO SCALE

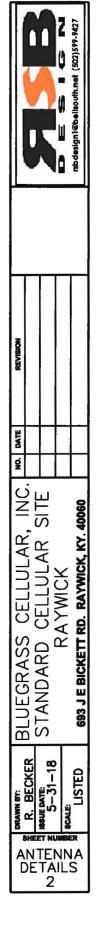


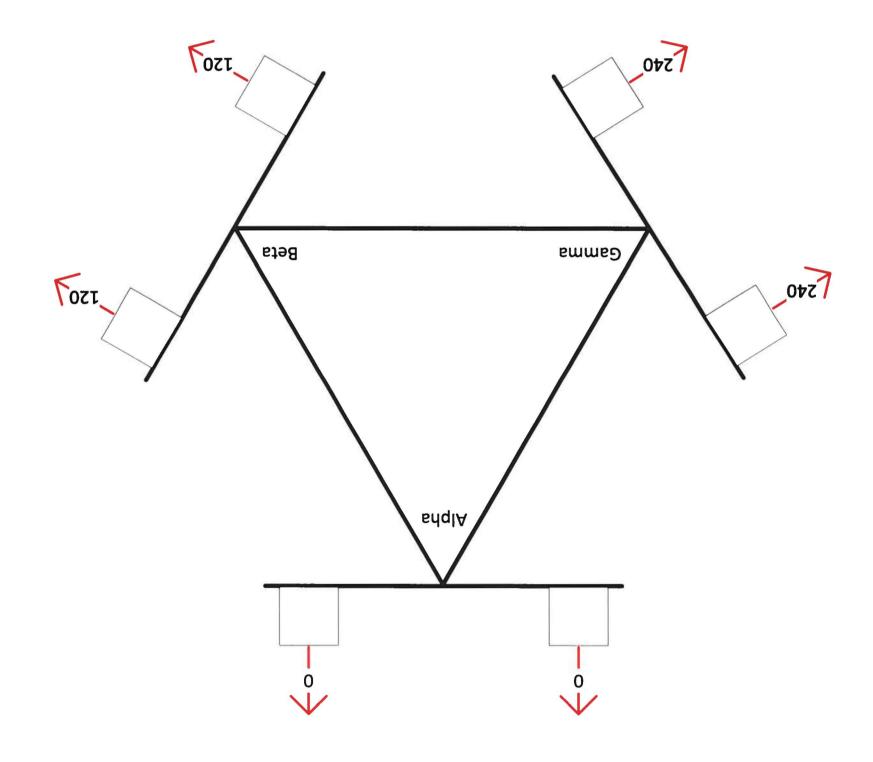
ICE BRIDGE / COAX SUPPORT DETAIL NO SCALE

2'-0"



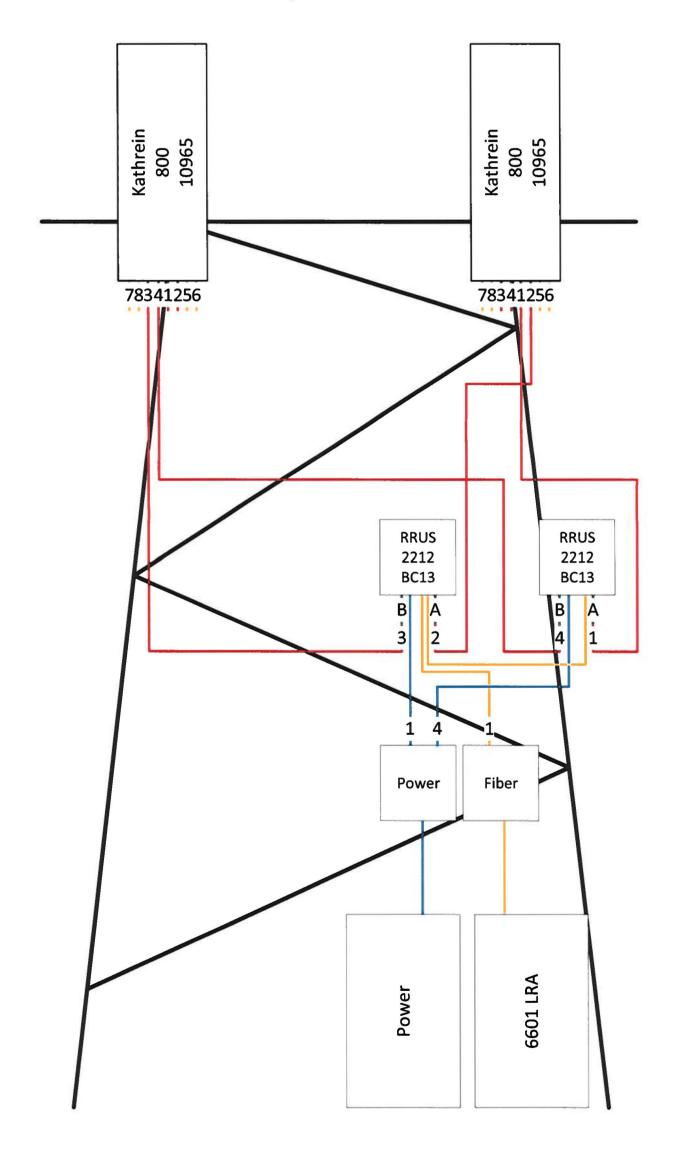
**COAX ENTRY DETAIL POWER SIDE** (VIEW FROM INSIDE SHELTER)





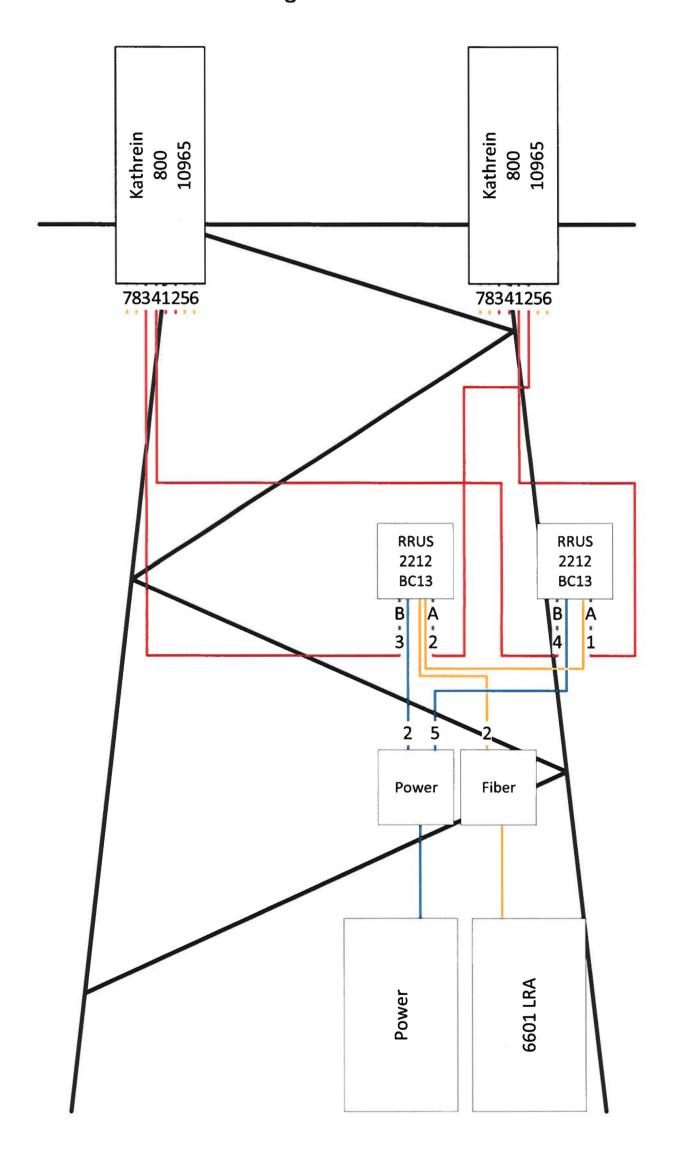
Raywick LRA Bluegrass Owned

Raywick – Alpha LRA Bluegrass Owned



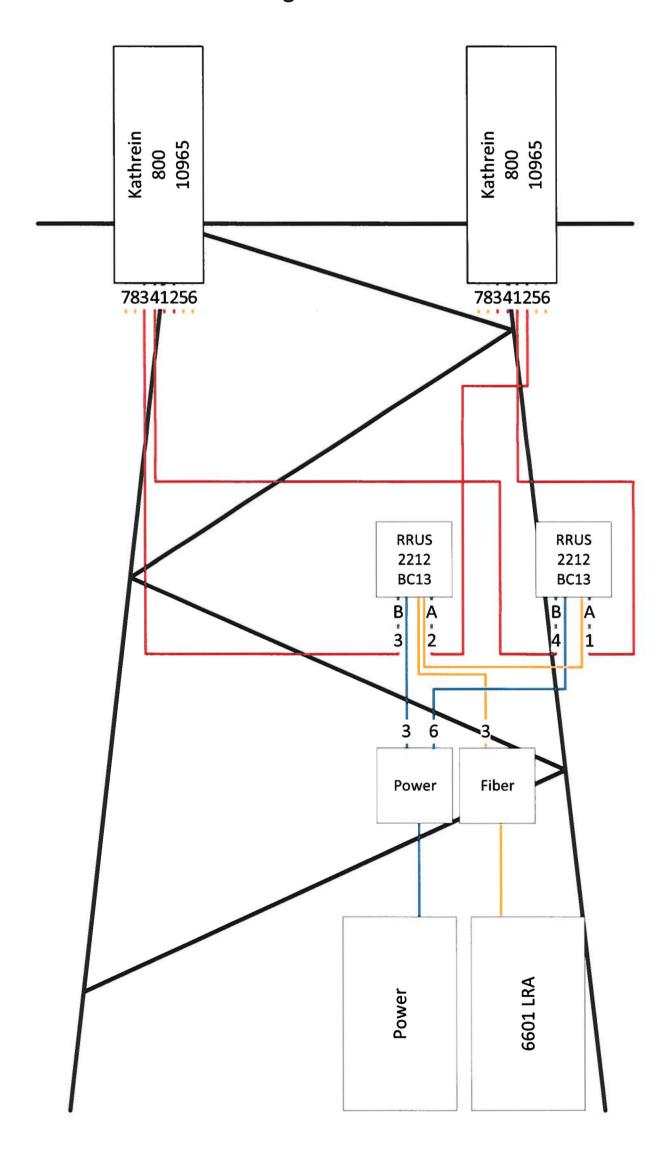
Ver 1.1 04/02/2018

Raywick – Beta LRA Bluegrass Owned

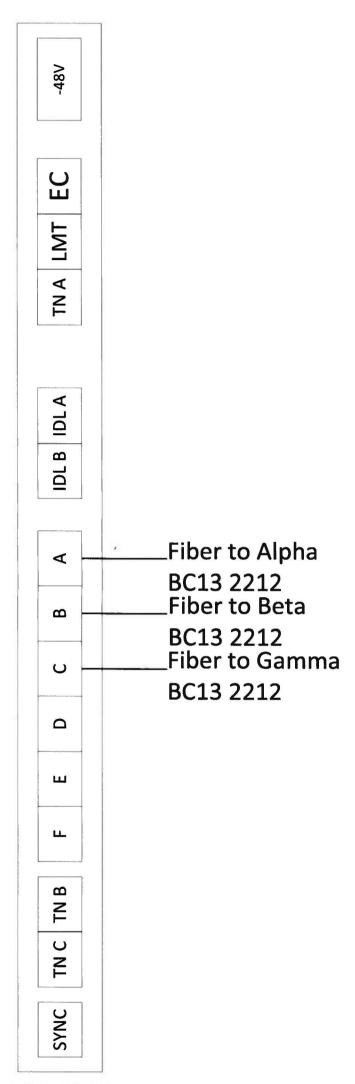


Ver 1.1 04/02/2018

Raywick – Gamma LRA Bluegrass Owned

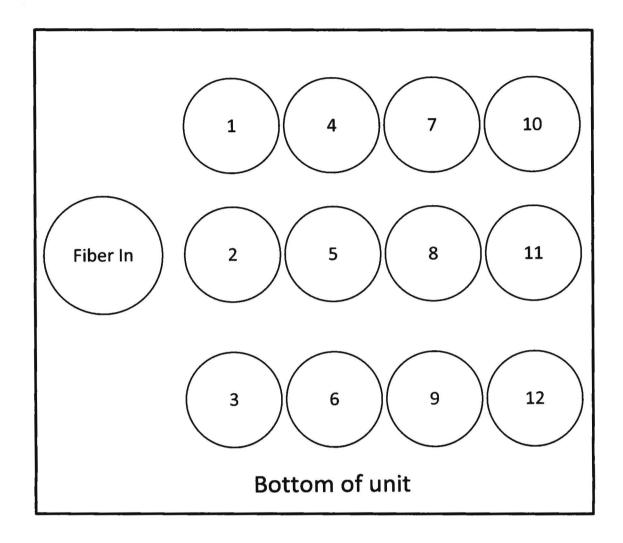


Ver 1.1 04/02/2018

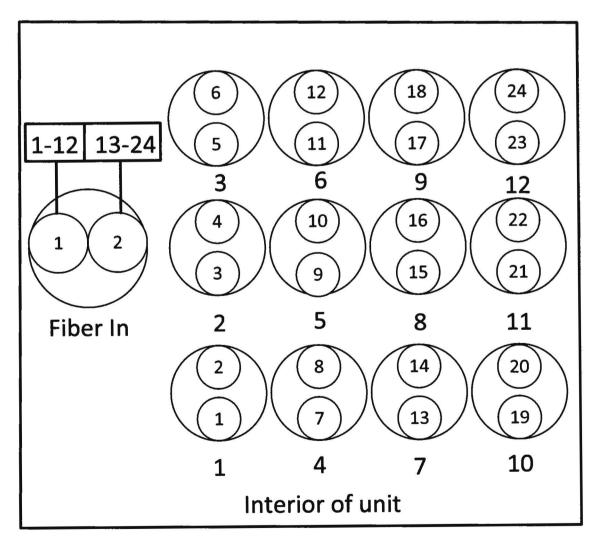


LRA 5216

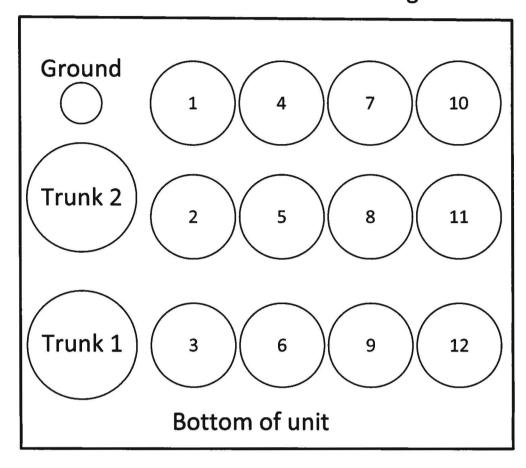
Fiber Junction Box Standard Diagram- Exterior connections

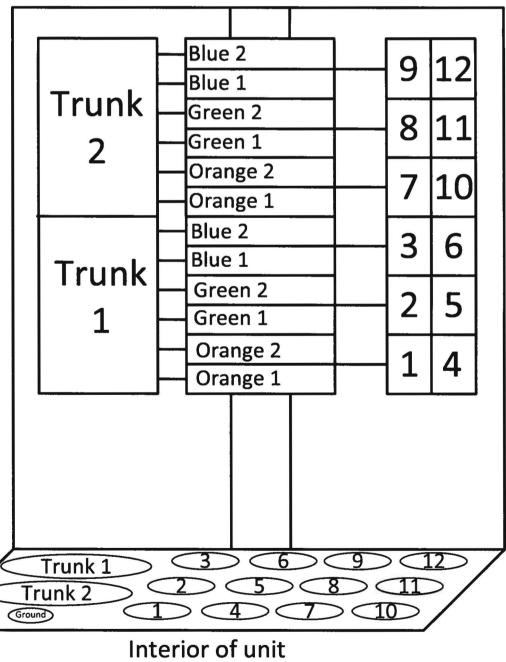


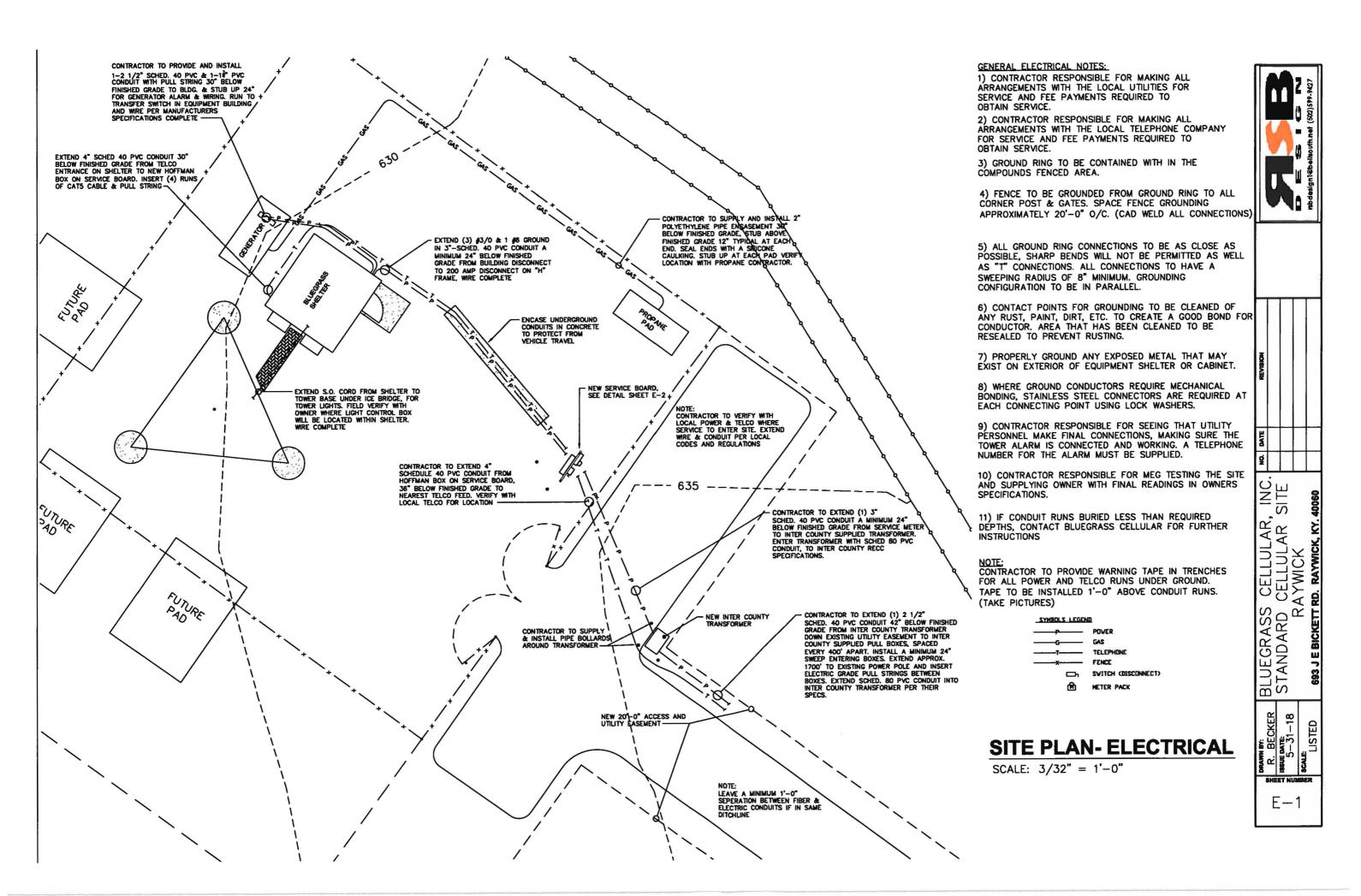
Fiber Junction Box Standard Diagram-Interior Wiring

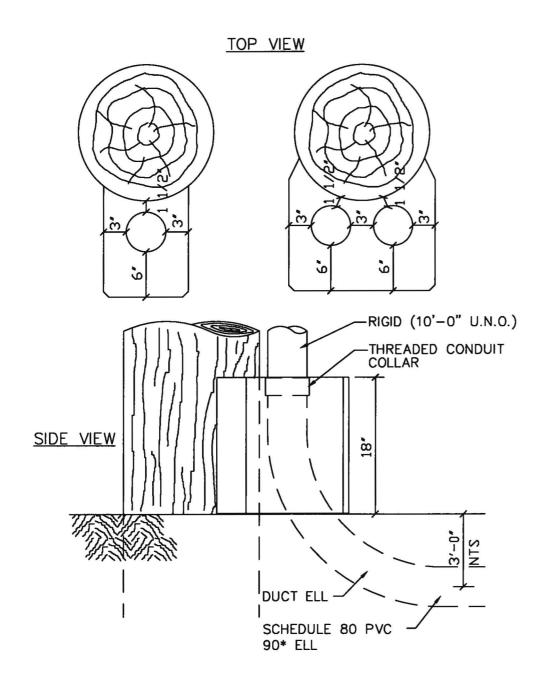


# Power Junction Box Standard Diagram



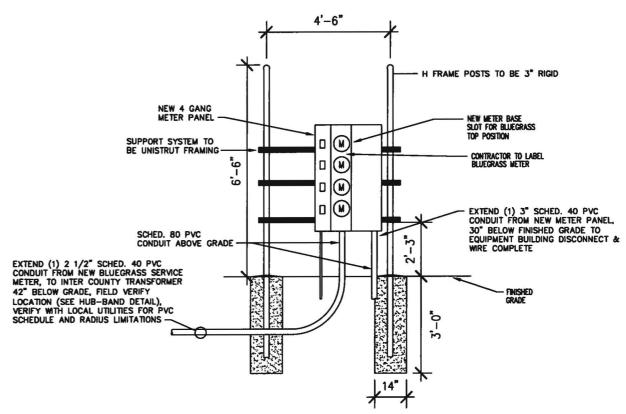






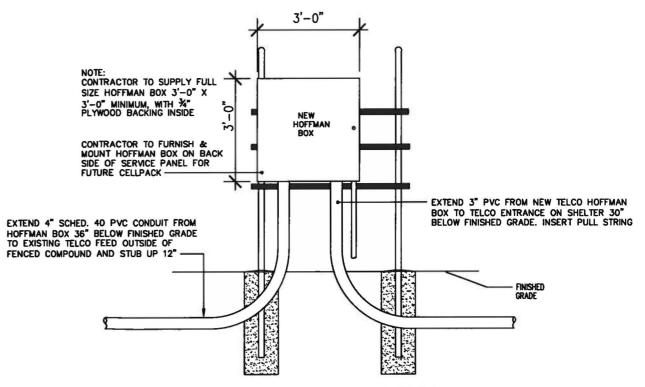
# **HUB-BAND DETAIL**

NO SCALE



# **SERVICE BOARD DETAIL**

NO SCALE

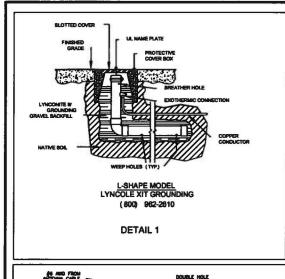


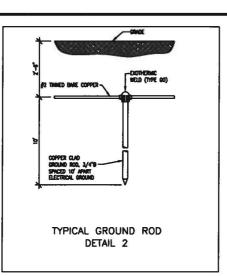
# **BACKBOARD DETAIL**

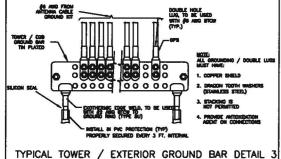
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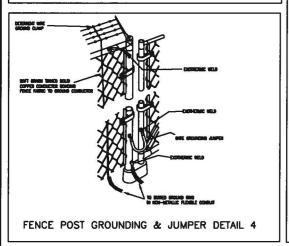


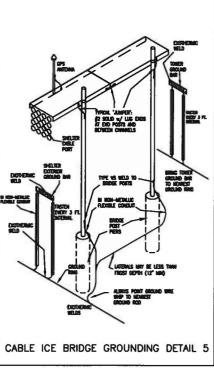
E-2

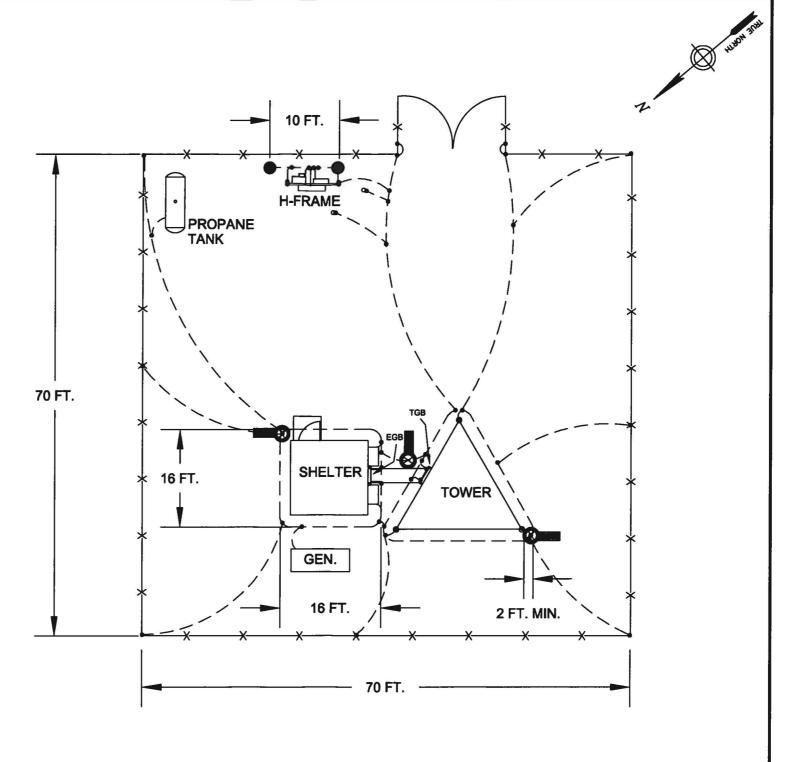












## **NOTES:**

FENCE LINE

BARE #2 AWG TINNED SOLID COPPER CONDUCTOR BURIED 30 IN. BELOW GRADE OR 6 IN. BELOW FROST LINE BARE #2 AWG TINNED SOLID COPPER CONDUCTOR IN NON-METALLIC FLEXIBLE CONDUIT ALL BENDS IN GROUND CONDUCTORS TO BE MADE

WITH 12 IN. RADIUS OR LARGER K2L-10CS-24 (SEE DETAIL 1)

3/4 IN. X 10 FT. COPPER CLAD GROUND ROD (SEE DETAIL 2)

TIN PLATED GROUND BAR

EXOTHERMIC WELD

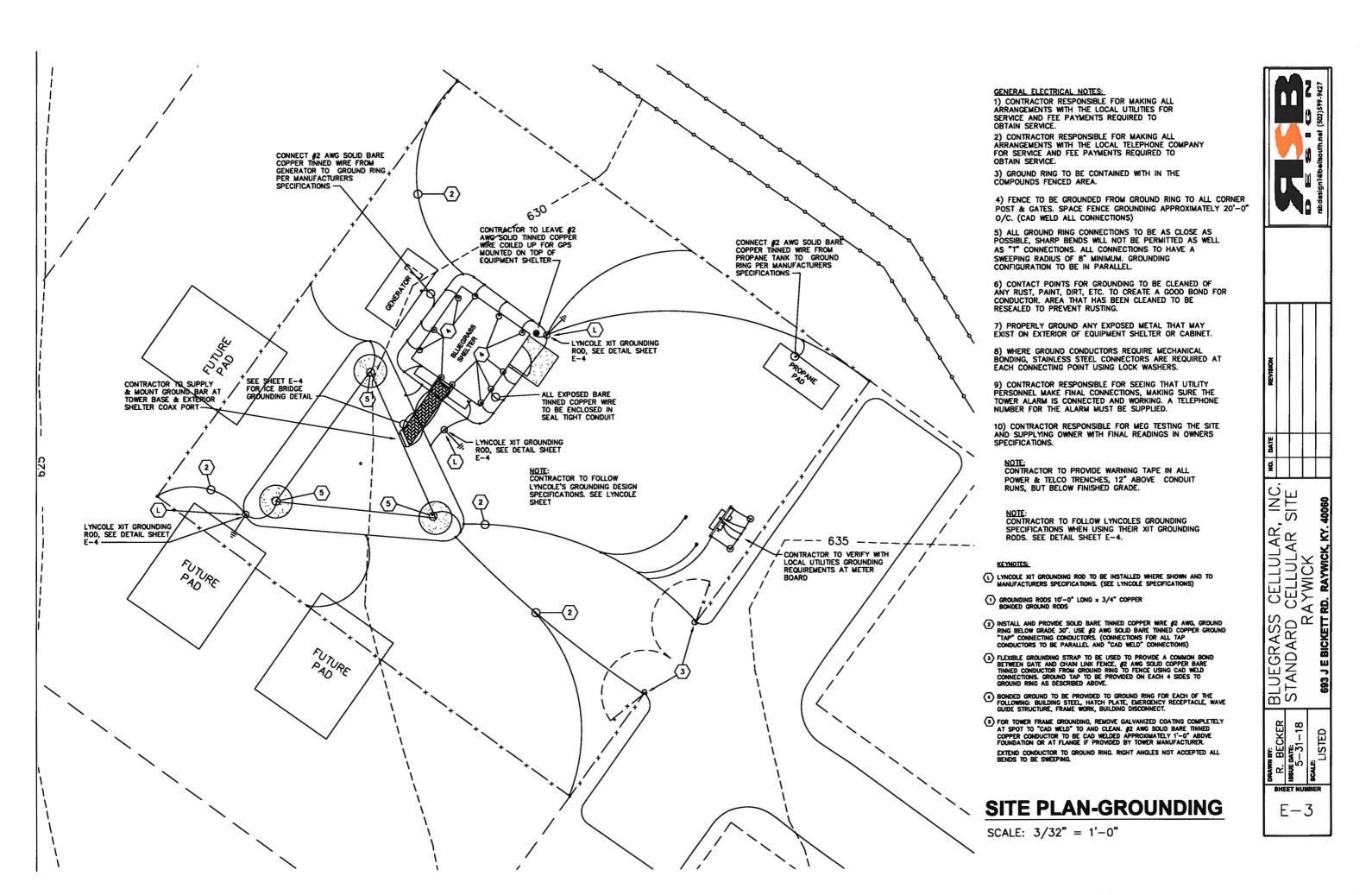


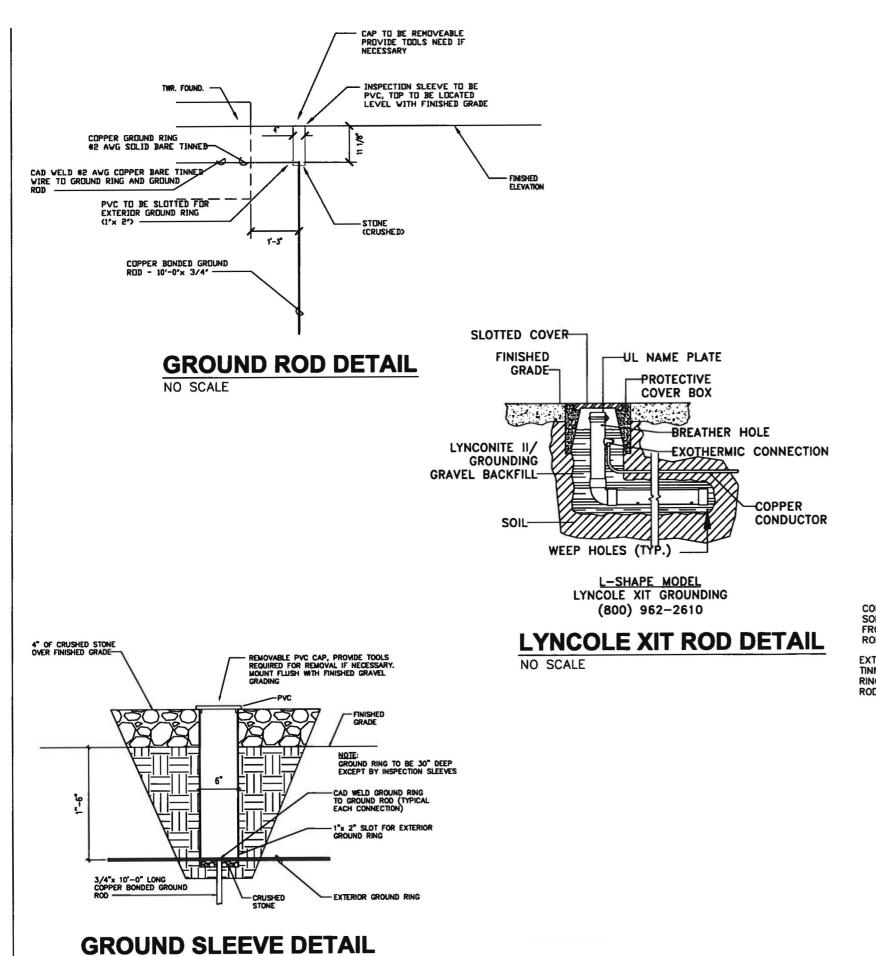
CLIENT / END USER **BLUEGRASS CELLULAR** RAVING PROJECT NAME RAYWICK GROUNDING OPTION LOCATION: CITY, STATE CALCULATED RESISTANCE

3547 VUYAGER STREET, SUITE 204 TURRANCE, CA. 90503 (800)962-2610 FAX (310)214-1114 ENGINEERING@LYNCOLE.COM

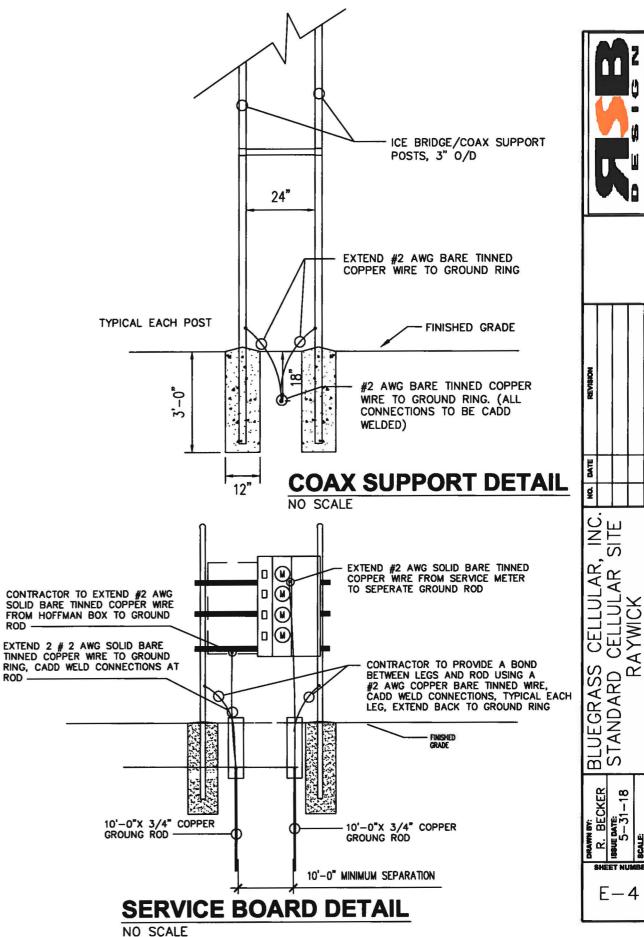
SOIL DATA PROVIDED BY **TERRACON** 

RAYWICK, KY < 5 OHMS DRAWN BY 06/11/18 LTS NUMBER 20181207 NONE





NO SCALE



#### **GENERAL NOTES:**

- 1) THE CONTRACTOR IS RESPONSIBLE FOR EQUIPMENT PICK UP DELIVERY TO SITE, ERECTION OF TOWER, AND CRANE SET, ALL COSTS INCURRED.
- 2) THE CONTRACTOR IS RESPONSIBLE FOR VISITING THE SITE PRIOR TO BIDDING AND REVIEWING EXISTING STRUCTURES OR UTILITIES THAT MIGHT BE LOCATED ON OR AROUND THE COMPOUND THAT COULD INTERFERE.
- 3) THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING LOCAL AUTHORITIES NECESSARY FOR INSPECTIONS IF REQUIRED, PLEASE PROVIDE AMPLE NOTICE.
- 4) THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING PERSONS RESPONSIBLE FOR ANY MATERIALS TESTING, PLEASE PROVIDE AMPLE NOTICE
- 5) THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE OWNER WITH FINAL TEST RESULTS ON ALL MATERIALS TESTING. IF ANY PROBLEMS ARE FOUND PRIOR TO FINAL RESULTS PLEASE NOTIFY A&E OR OWNER IMMEDIATELY.
- 6) THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO ADJOINING PROPERTY, AND REPAIRING OR REPLACING WHAT IS NECESSARY TO OWNERS APPROVAL
- 7) THE CONTRACTOR IS TO VERIFY DIMENSIONS ON SITE PRIOR TO CONSTRUCTION STARTING, ANY PROBLEMS OR CHANGE FOUND CONTACT A&E OR OWNER TO VERIFY.
- 8) THE CONTRACTOR IS RESPONSIBLE FOR ANY TEMPORARY LIGHTING ON THE TOWER AND CONTACTING PROPER AUTHORITIES IF ANY LIGHTING PROBLEMS OCCUR, ALL FINAL LIGHTING TO BE MOUNTED ON TOWER DURING CONSTRUCTION, NOTIFY OWNER WHEN TOWER HAS REACHED FINAL HEIGHT
- 9) THE CONTRACTOR IS RESPONSIBLE FOR ALL ON SITE WORK MEANS AND METHODS.
- 10) CONTRACTOR, ANY CONTRACTOR EMPLOYEES OR REPRESENTATIVES, OR SUB-CONTRACTOR, ANY SUB-CONTRACTOR EMPLOYEES OR REPRESENTATIVES, WILL CONFORM TO ALL LAWS AND REGULATIONS APPLICABLE TO THE WORK BEING PERFORMED, INCLUDING BUT NOT LIMITED TO, ALL OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") STATUTES AND REGULATIONS AS WELL AS ALL OTHER FEDERAL, STATE AND/OR LOCAL LAWS OR REGULATIONS APPLICABLE TO THE WORK BEING PERFORMED BY CONTRACTOR.
- 11) THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL SITE DRAINAGE, AND PROVIDING SILT AND EROSION CONTROL NECESSARY TO MAINTAIN ANY RUN OFF.
- 12) THE CONTRACTOR IS RESPONSIBLE FOR ALL SEED AND STRAW WORK NECESSARY TO REPAIR DAMAGED AREAS.
- 13) CONTRACTOR TO GRADE SMOOTH OR REPAIR ANY POT HOLES OR DITCHING ON PROPERTY OR ROAD THAT HAS OCCURRED DURING CONSTRUCTION AT CONTRACTORS EXPENSE.
- 14) CONTRACTOR'S RESPONSIBILITIES REGARDING BUILD OUT ON FIBREBOND EQUIPMENT SHELTERS TO INCLUDE:
- . INSTALLING THE DOOR CANOPY
- \* INSTALLING EXTERIOR LIGHT ON WALL DETERMINED BY PROJECT SUPERVISOR AND PHOTOCELL REQUIREMENTS
- \* INSTALLING INTRUDER ALARMS
- \* CHECK OPERATIONS OF DOOR AND DOOR HARDWARE
- \* ADJUST WEATHERSTRIPPING ON DOORS AS NEEDED
- \* INSPECT ROOF FOR DAMAGE AND POSSIBLE LEAKS
- INSPECT INTERIOR FINISH FOR IMPERFECTIONS AND REPAIR AS NEEDED
- \* CHECK OPERATION OF LIGHTS AND ELECTRICAL OUTLETS
- \* CHECK OPERATION OF INTAKE AND EXHAUST LOUVERS AND ADJUST AS NEEDED
- \* CHECK OPERATION OF ENVIRONMENTAL CONTROLS AND HVAC UNITS
- \* INSTALL AND PAINT SHELTER TIE-DOWNS TO MATCH
- 15) INSTALL CONCRETE PADS FOR BUILDING, PROPANE TANK, GENERATOR PAD.
- 16) INSTALL ELECTRIC AND GROUND FIELD FOR COMPOUND.

- 17) GC WILL BE RESPONSIBLE FOR ALL CRANE OPERATIONS IN ORDER TO SET FIBREBOND BUILDING. COORDINATE BUILDING DELIVERY DATE THROUGH BLUEGRASS CELLULAR.
- 18) GC WILL BE RESPONSIBLE FOR OFF LOADING AND STACKING OF TOWER WHEN APPLICABLE.
- 19) GC WILL BE RESPONSIBLE FOR MOUNTING ALL LINES AND ANTENNAS.
- 20) GC WILL BE RESPONSIBLE FOR SUPPLYING AND INSTALLING ICE BRIDGE.
- 21) GC WILL BE RESPONSIBLE FOR SCHEDULING PROPANE TANK DELIVERY AND HOOK-UP. PREFERRED SUPPLIERS ARE EMPIRE & AMERIGAS
- 22) GC WILL BE RESPONSIBLE FOR COORDINATING THE CLEANING OF THE INSIDE OF THE BUILDING WITH THE PROJECT SUPERVISOR AFTER THE SITE HAS BEEN TURNED OVER TO THE OPERATIONS DEPARTMENT AND ALL TURN-UP PROCEDURES HAVE BEEN COMPLETED. THIS WILL INCLUDE SUPPLYING A 30 GALLON TRASHCAN, 30 GALLON TRASH BAGS, BROOM, DUST PAN AND DOORMAT FOR BUILDING.
- 23) GC TO VERIFY ALL BLUEGRASS CELLULAR EQUIPMENT DIMENSIONS & SPECIFICATIONS WITH MANUFACTURER'S DRAWINGS, (FIBREBOND, GENERAC, EASTPOINTE ETC.) PRIOR TO CONSTRUCTION. ADDRESS ANY ISSUES WITH PROJECT SUPERVISOR BEFORE WORK BEGINS.
- 24) ALL WAREHOUSE MATERIAL (LINES, ANTENNAS, MOUNTING HARDWARE, CENERATOR, TOWER FOUNDATION KIT, ETC.) WILL NEED TO BE PICKED UP BY GC.
- 25) GC WILL BE RESPONSIBLE FOR SCHEDULING GENERATOR START-UP WITH CONTACT SCOTT ANDERSON (EVAPAR) 502-267-6315
- 26) TI CONDUIT WILL NEED TO BE PLACED FROM POLE TO BUILDING. (IF A MICROWAVE DISH IS USED, THE TI CONDUIT WILL STILL BE INSTALLED FOR FUTURE USE.)
- 27) GC WILL BE RESPONSIBLE FOR INSTALLATION OF ALL FENCING.
- 28) ALL TRASH AND DEBRIS TO BE REMOVED BY GC
- 29) GC WILL BE RESPONSIBLE FOR APPLYING FOR ELECTRICAL SERVICE AND PAYING NECESSARY FEES REQUIRED.
- 30) GC WILL BE RESPONSIBLE FOR SUPPLYING & INSTALLING PROTECTIVE END CAPS ON ANY EXPOSED THREADED ROD OR UNISTRUT USED ON SITE. VERIFY TYPE WITH PROJECT SUPERVISOR PRIOR TO INSTALLATION.
- 31) GC WILL BE RESPONSIBLE FOR HAVING A CERTIFIED ELECTRICIAN HOOK UP THE BATTERIES (IMMEDIATELY) AFTER POWER HAS BEEN TURNED UP AT THE SITE, PREVENTING THE DELAY OF ANY WORK FOR OPERATIONS. THE GENERAL CONTRACTOR MUST NOTIFY THE PROJECT SUPERVISOR IMMEDIATELY AT THIS TIME SO HE CAN COORDINATE A CELL TECH TO BE ONSITE WHEN THIS OCCURS.
- 32) GC WILL BE RESPONSIBLE FOR RUNNING (CAT5) FROM THE GENERATOR ALARM PANEL MOUNTED ON THE SIDE OF THE TRANSFER SWITCH (BY THE CONTRACTOR), THROUGH THE TRANSFER SWITCH AND UP TO THE EXISTING CONDUIT BESIDE THE A/C POWER FAIL RELAY. THE (CAT5) WILL BE PULLED THROUGH EXISTING CONDUIT AROUND THE SHELTER AND EXTENDED TO THE ALARM BLOCK. THERE SHOULD BE A MINIMUM 3'-0" OF (CAT5) LEFT HANGING ON EACH END FOR THE CELL TECH TO HOOK UP THE GENERATOR ALARMS.
- 33) GC MUST SUBMIT A COPY OF THE BUILDING PERMIT AND CONSTRUCTION SCHEDULE TO THE PROJECT SUPERVISOR PRIOR TO RECEIVING (NTP) TO BEGIN CONSTRUCTION (NO EXCEPTIONS).
- 34) GC MUST DISPLAY FCC TOWER REGISTRATION NUMBER AND EMERGENCY PHONE NUMBERS ON 3'-0 X 4'-0" MINIMUM WOODEN BACKBOARD SOMEWHERE ON SITE LOCATION PRIOR TO BREAKING

#### GRADING & EXCAVATING NOTES:

- 1) ANY DAMAGE TO EXISTING UTILITIES, STRUCTURES, ROADS AND PARKING AREAS TO BE REPAIRED OR REPLACED TO OWNERS SATISFACTION.
- 2) PREPARATION FOR FILL:
  REMOVAL OF ALL DEBRIS, WET AND UNSATISFACTORY SOIL
  MATERIALS, TOPSOIL, VEGETATION, AND HARMFUL MATERIALS
  FROM SURFACE OF GROUND PRIOR TO PLOWING, STRIPPING,
  PLACING FILLS OR BREAKING UP OF SLOPED SURFACES
  GREATER THAN 1 VERTICAL TO 4 HORIZONTAL SO MATERIAL
  FOR FILL WILL BOND TO EXISTING SURFACE. WHEN
  AREA TO RECEIVE FILL HAS A DENSITY LESS THAN
  REQUIRED, BREAK UP GROUND SURFACE TO DEPTH
  REQUIRED, BREAK UP GROUND SURFACE TO DEPTH
  REQUIRED, AERATE, MOISTURE CONDITION, OR PULVERIZE
  SOIL AND RECOMPACT TO REQUIRED DENSITY.
- 3) BACK FILLING:

   EXCAVATED AREA SHALL BE CLEARED FROM STONES OR CLODS OVER 2 1/2" MAXIMUM DIAMETER

   SHALL BE PLACED IN LAYERS OF 6" AND COMPACTED TO A 95% STANDARD PROCTOR, USE A 90% PROCTOR IN GRASSED / LANDSCAPED AREAS WHERE REQUIRED.

   SHALL BE APPROVED MATERIALS CONSISTING OF SANDY CLAY, GRAVEL AND SAND, SOFT SHALE, EARTH OR LOAM. CONSULT WITH OWNER PRIOR TO FILL BEING ADDED.
- 4) ALL MATERIAL FOR FILL TO BE APPROVED BY OWNER AND ALL COMPACTING TEST TO BE COMPLETED TO SPEC'S ALL COMPACTING RESULTS TO BE TURNED OVER TO OWNER.
- 5) AFTER COMPLETION OF BELOW GRADE EXCAVATING, AREA TO BE CLEANED AND CLEARED OF ANY UNSUITABLE MATERIALS, SUCH AS TRASH, DEBRIS, VEGETATION AND SO FORTH.
- 6) ANY EXCAVATING IN WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE OF ANY LOOSE MATERIAL AND EXCESS GROUND WATER.
- 7) IF SOUND SOIL IS NOT REACHED AT DESIGNATED EXCAVATION DEPTH, THE POOR SOIL IS TO BE EXCAVATED TO ITS FULL DEPTH AND EITHER REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION TO BE FILLED WITH THE SAME QUALITY CONCRETE SPECIFIED FOR THE FOUNDATION. PLEASE NOTIFY THE PROJECT SUPERVISOR AND THEY WILL HAVE A 3RD PARTY ENGINEERING FIRM CONTACT YOU WITH RECOMMENDATIONS.
- B) MECHANICALLY COMPACTED GRANULAR MATERIAL OR CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATIONS TO BE USED IF EXCAVATION EXCEEDED THE OVERALL REQUIRED DEPTH. FOR STABILIZATION OF THE BOTTOM OF THE EXCAVATION, CRUSHED STONE MAY BE USED. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS. PLEASE NOTIFY THE PROJECT SUPERVISOR AND THEY WILL HAVE A 3RD PARTY ENGINEERING FIRM CONTACT YOU WITH RECOMMENDATIONS.
- 9) EXCAVATION TO COMPOUND TO INCLUDE WEED CONTROL MAT.
- 10) SITE TO HAVE PROPER DRAINAGE & EROSION CONTROL (CROWNED FORMATION)
- 11) GC WILL BE RESPONSIBLE FOR REPAIR OF ALL AREAS DISTURBED DURING CONSTRUCTION. (EXCAVATING ISSUES)

#### "CALL BEFORE YOU DIG"

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE UTILITY PROTECTION CENTER, PHONE B11 IN KENTUCKY, WHICH WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. ALL NEW SERVICE AND GROUNDING TRENCHES PROVIDE A WARNING TAPE © 12 INCHES BELOW GRADE.

#### SYMBOLS LEGEND

KEYNOTE -⊚ INSPEC. SLEEVE / GRND ROD INSPECTION SLEEVE CAD WELD CONNECTION T LIGHTNING SUPPRESSOR SWITCH (DISCONNECT) Ď M METER PACK POWER GAS LINE WATER LINE SANITARY SEWER TELEPHONE STORM SEWER DRAIN

FENCE



PRAWN 67:

R. BECKER
ISSUE DATE
SSALE:
SCALE

sheet number
General
Notes

## LANDMARK SURVEYING CO., INC.

15 N.E. 3RD STREET · WASHINGTON, INDIANA 47501

PHONE: 812.257.0950 · WEBSITE: WWW.LANDMARKSURVEYINGCO.COM

DARREN L. HELMS, P.S., PRESIDENT

DENNIS N. HELMS, P.S., CPESC, VICE-PRESIDENT



# Directions to the Site From the County Seat of Marion County, Kentucky

#### Raywick Site

From the intersection of U.S. Highway 68 (West Main Street) and Kentucky Highway 49 (Proctor Knott Avenue) in downtown Lebanon, Kentucky: travel southwesterly on U.S. Highway 68 for 2.6 miles to Kentucky Highway 426; turn right onto Kentucky Highway 426 and travel westerly for 3.4 miles to Kentucky Highway 84 (Raywick Road); turn left onto Kentucky Highway 84 and continue to travel westerly for 3.9 miles to J E Bickett Road, which is 0.7 miles east of Raywick; turn left onto J E Bickett Road and travel southeasterly for 0.6 miles to a sharp curve in the road and a lane leading southwesterly toward a barn; continue onto the lane and travel southwesterly for 0.2 miles, passing the barn and through the barn lot, to a gate and entrance to an agricultural field; turn right and travel northwesterly, through the field and along a wire fence, for 0.2 miles to the tower site at the north end of the field. The address of the site is 693 J E Bickett Road, Raywick, Kentucky 40060.

Darren L. Helms, P.L.S. 3386

MAY 7, 2018

Date

STATE OF KENTUCKY

DARREN L. HELMS

3386

LICENSED
PROFESSIONAL

LAND SURVEYOR

## OPTION TO LEASE AND LEASE AGREEMENT

I.

## OPTION TO LEASE REAL PROPERTY

THIS OPTION TO LEASE REAL PROPERTY (the "Option Agreement") is made and entered into this 3 day of 20 house 20

#### WITNESSETH:

WHEREAS, the Optionor(s) is the owner of certain real property located in <u>Marion</u> County, **Kentucky** as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Optionor(s) wishes to grant to the Optionee, and the Optionee wishes to obtain from the Optionor(s), an option to lease a portion of the Property upon the terms and conditions set forth herein;

**NOW, THEREFORE,** in consideration of the foregoing premises and for other good and valuable consideration, the mutuality, receipt and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows.

 In consideration of the payment of One Thousand Eight Hundred Dollars and Zero Cents (\$1,800.00) paid by the Optionee to the Optionor(s) (the "Option Consideration"), the receipt of which is hereby acknowledged by the Optionor(s),

Revised: April 2017

the Optionor(s) hereby grants to the Optionee an exclusive and irrevocable option to lease a portion of the Property upon the terms and conditions hereinafter set forth (the "Option") for a period of eighteen (18) months, commencing on the date of full execution (the "Option Period"), as set forth in Paragraph 5 thereof.

- 2. The parties hereto anticipate that the portion of the Property which is the subject of this Option will comprise approximately a One Hundred Foot by One Hundred Foot area, together with a right of way across the Property for the purposes of ingress and egress throughout the term of the lease. The Optionee shall obtain an accurate survey of the portion of the Property to be leased by it by a registered land surveyor licensed in the Commonwealth of Kentucky at the sole expense of the Optionee. A copy of the survey shall be provided to the Optioner(s). The description of the portion of the Property to be leased by the Optionee, including the right of way, shall be determined by the surveyor and shall hereafter be referred to as the "Leased Premises." The Optionee shall obtain said survey within a reasonable time following the date of the Option Agreement.
- 3. During the term of the Option, the Optionee may enter onto the Property at its own risk to obtain soil samples and to bore soil for the purposes of determining the suitability of the Leased Premises for a communications tower.
- 4. Upon the Optionee's proper exercise of the Option in accordance with Paragraph 5 hereof, the Optionor(s) shall be deemed to have immediately executed, acknowledged and delivered to the Optionee the Lease Agreement contained in Section II hereof. The description of the Leased Premises shall be that determined by the registered land surveyor in accordance with Paragraph 2 hereof.
- 5. If the Optionee elects to exercise the Option in accordance with the terms hereof, notice of such election shall be deemed sufficient if personally delivered or sent by

registered or certified mail, return receipt requested, to the address of the Optionor(s) set forth in Paragraph 14 hereof.

- 6. The Optionor(s) agrees not to sell, lease or offer for sale or lease the Property, or any portion thereof, during the term of this Option or any renewal or extension of the Option.
- 7. In the event the Optionee fails to exercise the Option as set forth herein (unless such failure is due to the discovery of a defect in the Leased Premises or other matter unsatisfactory to the Optionee), the Optionor(s) shall have the right to retain the Option Consideration.
- 8. The Optionee may assign this Option with written consent of the Optionor(s), which consent shall not be unreasonably withheld, and upon any assignment such assignee shall have all the rights, remedies and obligations as if it were the original Optionee hereunder. From and after any such assignment, the term "Optionee" shall refer to such assignee.
- 9. Each party hereto shall bear any and all of its own expenses in connection with the negotiation, execution or settlement of this Option.
- 10. Risk of loss with respect to the Property during the term of this Option and during the term of the lease shall be upon the Optionor(s). If, during the term of the Option, any portion of the Leased Premises shall be acquired by public authority under the right or threat of eminent domain, the Optionee may, at its sole option, either (i) exercise the Option, and in such event, all sums received from the public authority by the Optionor(s) by reason of the taking of a portion of the Leased Premises shall reduce the rent due under the lease, or (ii) terminate this Option and thereupon the Optionor(s) shall be obligated to return to the Optionee the full amount of the

Option Consideration previously paid to the Optionor(s) in "good and collected funds."

- 11. The parties hereto represent to each other that neither has engaged any broker to represent their interests in connection with the transactions contemplated hereby, and each agrees to indemnify the other against any and all claims made by any brokers engaged or purported to be engaged by the other for brokerage commissions or fees in connection with the transactions contemplated hereby.
- 12. The Optionor(s) represents, warrants and covenants to the Optionee that the Optionor(s) has not caused or permitted, and shall not cause or permit, and to the best of Optionor(s)' knowledge no other person has caused or permitted any hazardous material (as defined by any applicable federal, state or local law, rule or regulation) to be brought upon, placed, held, located or disposed of at the Leased Premises. In the event any such contamination occurs for which the Optionee becomes legally liable, the Optionor(s) shall indemnify the Optionee against all claims, damages, judgments, penalties and costs and expenses, including reasonable attorneys' fees, which Optionee may incur.
- 13. This Option Agreement and the rights and obligations of the parties hereto shall be construed in accordance with the laws of the Commonwealth of Kentucky.
- 14. For the purposes of giving notice as permitted or required herein, the address of the Optionor(s)shall be: 675 J.E. Bickett Road, Raywick, KY 40060; the Optionee's address shall be: P.O Box 5012, Elizabethtown, KY 42702-5012. Any inquiry by the Optionor to the Optionee regarding the terms and conditions of the Option Agreement or Lease Agreement, or otherwise related to the Option Agreement or Lease Agreement, shall be made in writing and submitted to the attention of the Optionee's Lease Administrator at the above address.

15. The parties agree that without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Option Agreement or Lease Agreement or any portion thereof, except to such party's auditor, accountant, lender, attorney or to a government entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of this Option Agreement or Lease Agreement to any of its affiliated entities, and Optionee may disclose the terms of this Option Agreement or Lease Agreement to any of its lenders or creditors or to third parties that are potential lessees or licensees of space at the Leased Premises as may be reasonably necessary with respect to the operation, leasing, licensing and marketing of the Leased Premises.

16. The Optionee shall have the right, in its sole discretion, to record this Option in the Office of the Clerk of the County Court of Marion County, Kentucky.

#### П.

## LEASE AGREEMENT

- 17. In the event the Optionee elects to exercise the Option to lease the Leased Premises, the terms of the Lease Agreement ("Lease Agreement" or "Lease") shall become immediately effective upon such exercise and shall be as follows.
  - a. The term of the Lease shall commence on the date that the Optionor(s) receives proper notice that the Optionee has exercised the Option, pursuant to Paragraph 5 therein. The initial term shall expire five (5) year(s) from the commencement date of the Lease Agreement and shall include six (6) additional five (5)-year terms per the Lease Agreement. Optionee may, by

providing written notice at least sixty (60) days prior to the expiration of the original or any renewal Lease term, elect to unilaterally terminate this Lease at the end of any original or renewal Lease term. Such notice must be personally delivered or sent via registered or certified mail, return receipt requested, to the address of the Optioner(s) set forth in Paragraph 14 hereof. The Lease amount shall be adjusted at the end of each term by an increase of 12%.

- b. The Optionee shall pay to the Optionor(s) rent for the Leased Premises in the sum of Six Thousand Dollars and Zero Cents (\$6,000.00) yearly, to be paid in advance. All rent payments shall be personally delivered or mailed to the Optionor(s) at the address set forth in Paragraph 14 hereof. Any check payment of the rent due under the Lease shall be payable to the order of Optionor(s).
- c. The Optionee shall be entitled to use and occupy the Leased Premises for the purpose of erecting, maintaining and operating a communications tower ("Tower") and communications facilities ("Facilities") thereon and for all such other uses as Optionee may, in its sole discretion, deem necessary in connection therewith.
- d. The Optionor(s) hereby grants Optionee easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Paragraph 2) to the Leased Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Leased Premises and the Tower and Facilities at all times during the Initial Term of the Lease and any Renewal Term ("Easement"). The Easements provided hereunder shall have the same term as this Lease.

e. In the event the Property is encumbered by a mortgage or deed of trust, Optionor(s) agrees, upon request of Optionee, to obtain and furnish to Optionee a non-disturbance and attornment agreement for each such mortgage or deed of trust.

- f. The Optionor(s) shall be responsible for the payment of all real estate taxes which shall be assessed against the Property during the term of the Lease. In the event Optionor(s) fails to pay, when due, real estate taxes assessed against the Property ("Delinquent Taxes"), Optionee shall have the right. but not the obligation, to pay said Delinquent Taxes on Optionor(s) behalf and withhold such amount from future rental payments described in Paragraph 17(b) above. Optionee's election to pay any Delinquent Taxes in no way binds or obligates Optionee to continue to pay any such Delinquent Taxes thereafter. The responsibility to pay all real estate taxes assessed against the Property remains with Optionor(s). The Optionee shall pay all charges for heat, water, gas, electricity, sewer use charges and any other utility used or consumed on the Leased Premises. The Optionee shall, at its own cost and expense, maintain and keep in full force and effect during the term of the lease public liability insurance with coverage in the amount of at least one million dollars (\$1,000,000.00) per person for bodily injury. disease, or death and shall maintain property insurance on any property of the Optionee located on the Leased Premises.
- g. The Optionee may assign the lease. The Optionee may sublet all or part of the space on the tower or ground space.
- h. The Optionor(s) covenants that upon the Optionee's payment of the rent agreed upon herein, as well as Optionee's observing and performing all of the covenants and conditions contained in the Lease, the Optionee may

peacefully and quietly enjoy the Leased Premises subject to the terms and conditions set forth in the Lease.

- i. The Optionee agrees to maintain an access road in a passable manner for the term of the lease.
- j. Optionee's Payment of Taxes, Fees and Assessments. Optionee shall pay directly to the applicable federal, state or local governmental unit or agency ("Governmental Entity") or to Optionor if Optionor is invoiced by such Governmental Entity, all taxes, fees, assessments or other charges assessed by any Governmental Entity directly against Optionee's Equipment and/or Optionee's use of the Facilities. Optionee shall also pay to Optionor Optionee's Pro Rata Share of all taxes, fees, assessments or charges including, but not limited to, personal property taxes attributable to Optionee's equipment and antenna(s), municipal franchise fees, use fees, municipal application fees, installation fees and increases thereof. "Pro Rata Share" shall mean the fraction of decimal equivalent of dividing one (1) by the total number of then existing users occupying a tower on the last day of the applicable calendar year.
- 18. This Option and Lease Agreement contains the entire agreement between the parties hereto and no modification or amendment shall be binding upon any party unless made in writing and signed by each of the parties hereto.
- 19. Upon the termination or other end of this Lease Agreement, Optionee shall have the right to remove any and all of its property (real or personal) from the Leased Premises regardless of whether or not such property may be considered a fixture thereto.

- 20. Upon abandonment of the property, Optionee shall have thirty (30) days to dismantle and remove the Tower and any/all equipment located on Optionor's property.
- 21. Before any interest in Optionor(s)' interest in the Property or Lease, or any part thereof, whether separately or in connection with other property owned by the Optionor(s), is sold, assigned or transferred in any manner whatsoever (with or without consideration), the Optionee shall have a right of first refusal to acquire whatever interest in the Property or Lease that the Optionor(s) proposes to transfer (the "Proposed Transfer"), on the terms and conditions set forth in this Paragraph 21 (the "Right of First Refusal").
  - a. Optionor(s) shall deliver to the Optionee a written notice (the "Notice") stating (i) the name of the proposed purchaser or transferee and the material terms and conditions of the Proposed Transfer, together with a complete copy of any written offer made to the Optionor(s) to acquire any interest in the Property ("Offer").
  - b. At any time within thirty (30) days after receipt of the Notice, the Optionee may, by giving written notice to the Optionor (s) ("Optionee's Notice"), elect to exercise its Right of First Refusal and acquire the interest in the Property or Lease proposed to be transferred pursuant to the Proposed Transfer at the purchase price and on the same terms and conditions as are contained in the Offer. If the Offer includes consideration other than cash, the cash equivalent value of the non-cash consideration shall be determined by the Optionee in good faith. In the event, Optionee exercises its right to acquire the interest in the Property or Lease, the Optioner(s) shall convey, assign and/or transfer said interest to Optionee free

and clear of all liens and encumbrances whatsoever (other than this Lease, which Lease shall remain in effect). All taxes, rents and other assessments applicable to the transferred interest, if any, shall be prorated to the date of closing. The Closing shall occur within thirty (30) days from the date of Optionee's Notice.

If the Optionee declines to exercise its Right of First Refusal to acquire the interest in the Property or Lease proposed to be transferred, the Optioner(s) may sell or transfer same in accordance with the terms of the Offer subject, however, to this Lease and the Optionee's rights thereunder.

[Remainder of Page Intentionally Left Blank]

## **EXECUTION OF AGREEMENT(S)**

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

Print Name: RISUT Lingue Bickell

Sign:

Sign: Mr B

("Optionee")

("Optionor(s)")

Property Owner(s)

By: Doug Updegraff

**Authorized Representative** 

#### COMMONWEALTH OF KENTUCKY

## COUNTY OF HARDIN

The foregoing instrument was acknowledged before me this 36 day of Garuary

2018, by Robert Wayne Bickett to be his/her free act and deed.

NOTARY PUBLIC STATE AT LARGE

My commission expires: May 2, 2018

## STATE OF KENTUCKY

#### COUNTY OF HARDIN

The foregoing instrument was acknowledged before me this stay of your day of 2018, by Doug Updegraff, as Authorized Representative on behalf of Kentucky RSA #4 Cellular General Partnership, to be his free act and deed.

NOTARY PUBLIC STATE AT LARGE

My commission expires: May 2, 2t

This instrument prepared by:

John R. Rhorer, Jr.

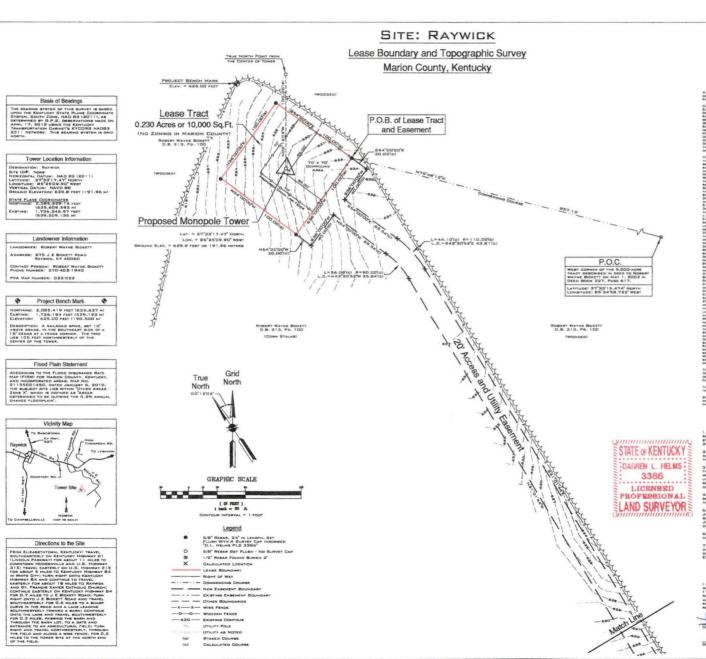
DINSMORE & SHOHL LLP

250 West Main Street, Suite 1400

Lexington, KY 40507

(859) 425-1000

# EXHIBIT 'A'



#### Lease Boundary and Easement Description

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THE BEAMING SYSTEM OF THIS DESCRIPTION IS BASED UPON THE KENTURY STATE. DOGSDWINTE SYSTEM, SOUTH ZONE, NAD 83 (2011), AS DETERMINED BY G.P.S. OBSETVATIONS MADE OF APRIL 17, 2018 USING THE ENFUGY TRANSPORTATION CASHIET'S KYDOMS NADES 2011 NETWORK. THIS SEASING SYSTEM IS SHO HOR

THIS DESCRIPTION IS RABED UPON A BUPYLY COMMISTED BY LANDMARK SURVEYING DO., INC. AND CERTIFICS BY DARREN L. HELMS, P.L.S. 3386, ON MAY 7, 2018.

BOUNCE OF TITLE! BROAD A PORTION OF AND STREET STREET, WITHIN THE LAND DESCRIPCE ON DOCK 10 ROBERY WAYNE STREET, 2016 IN DEED BOOK 313, PAGE 100 IN THE STREET OF THE COUNTY CENTURY.

#### Surveyor's Notes

1. ANY ENGLINERANCES AND LANDOWNER INFORMATION SHOWN HEREON, REGARDING THE SUBJECT TRACT, ARE BASED UPON A TITLE SEARCH COMPLETE BY ABSTRACT & TITLES, INC. OF LOURNLEE, KENTUCKY, DATE MARCH. 14.

2. NO BEARCH OF PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE PARENT

3. THE UTILITIES SHOWN ON THIS PLAT MAY OR MAY NOT REPRESENT ALL OF THE UTILITIES LOCATED ON THE BUBBLOT SITE. THE PRESENCE OF UTILITIES WAS DETERMINED BY A VISIBLE INSPECTION OF THE PROPERTY SUPPRIOR. UTILITY LOCATE WAS SCALED IN PRIOR TO THIS BURNLY. IT SHALL SE THE REPROMISSION OF THE THE PROPERTY OF THE PROPERTY OF THE PROPERTY.

4, THE TOPGGRAPHIC INFORMATION CONTAINED ON THIS PLAT WAS AS REQUESTED BY THE GLIENT AND MAY OR MAY NOT REPRESENT ALL OF THE

5. ACCORDING TO THE OFFICE OF MR. DAVID R. DAUGHERTY, MARION COU JUDGE EXECUTIVE, NO LOCAL PLANNING UNIT EXISTS WHICH HAS BECORDAMICAL JURISDICTION OF THE BUBLICET TOWER BITE. THE COUNTY JUDGE EXECUTIVE'S DIFFICE MAY BE CONTACTED AT 270-692-345 I FOR

6. THE PROPOSED LOGATION OF THE RAYWICK TOWER SITE WILL BE LOGA

7. THE COUNTY ROAD RIGHT OF WAY WAS DETERMINED FROM USE AND PET DRIDINANCE (15" MINISHIM FROM SENTER OF PAYEMENT). THE MINISHIM OF WAY WOTH WAS VERIFIED BY GONTACTING THE MARION COUNTY JUDGE

#### Surveyor's Certification

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DARREL HELME, P.L.S. 3386
DAY 7, 2018
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Boundary Survey J E Bickett Road

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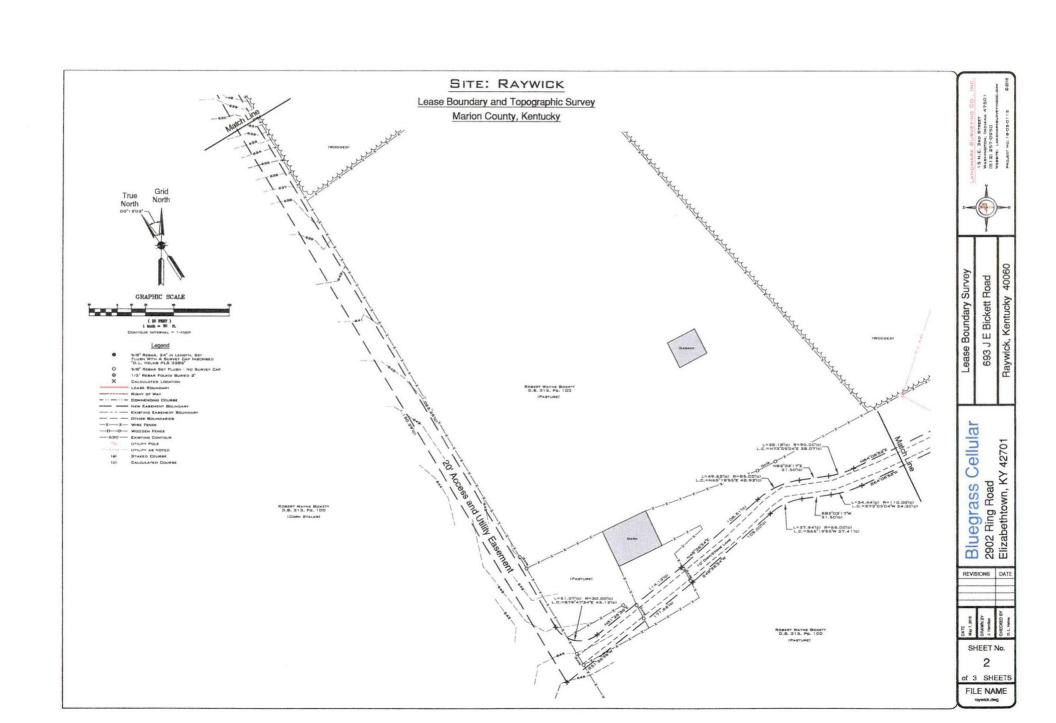
Lease

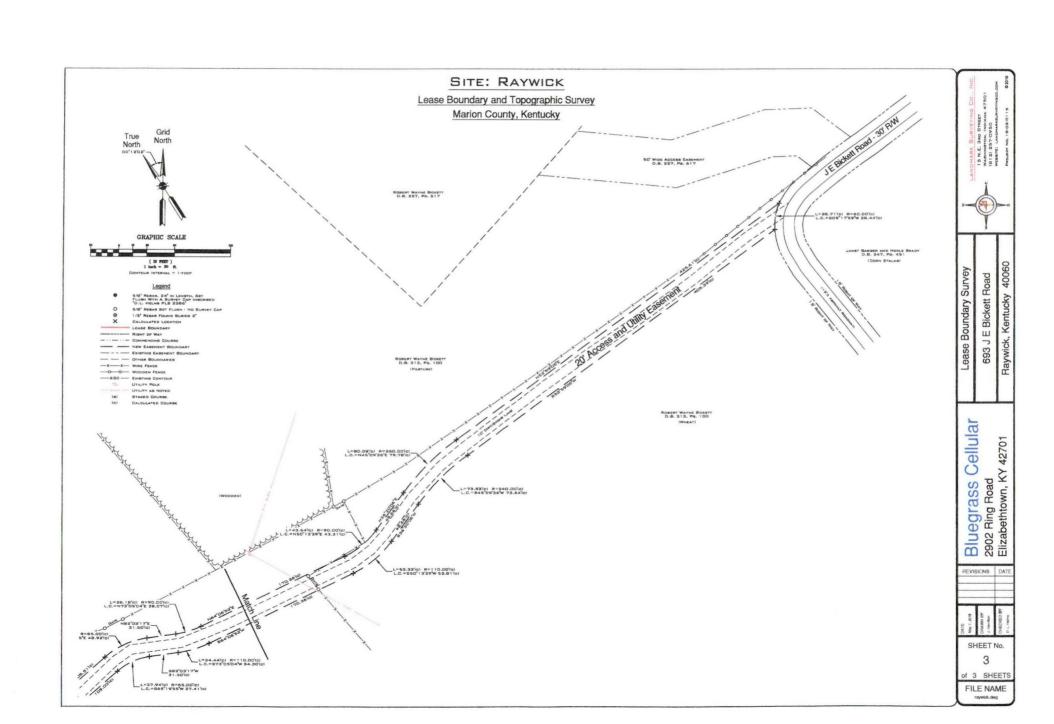
Bluegrass Cellular 2902 Ring Road Elizabethtown, KY 42701

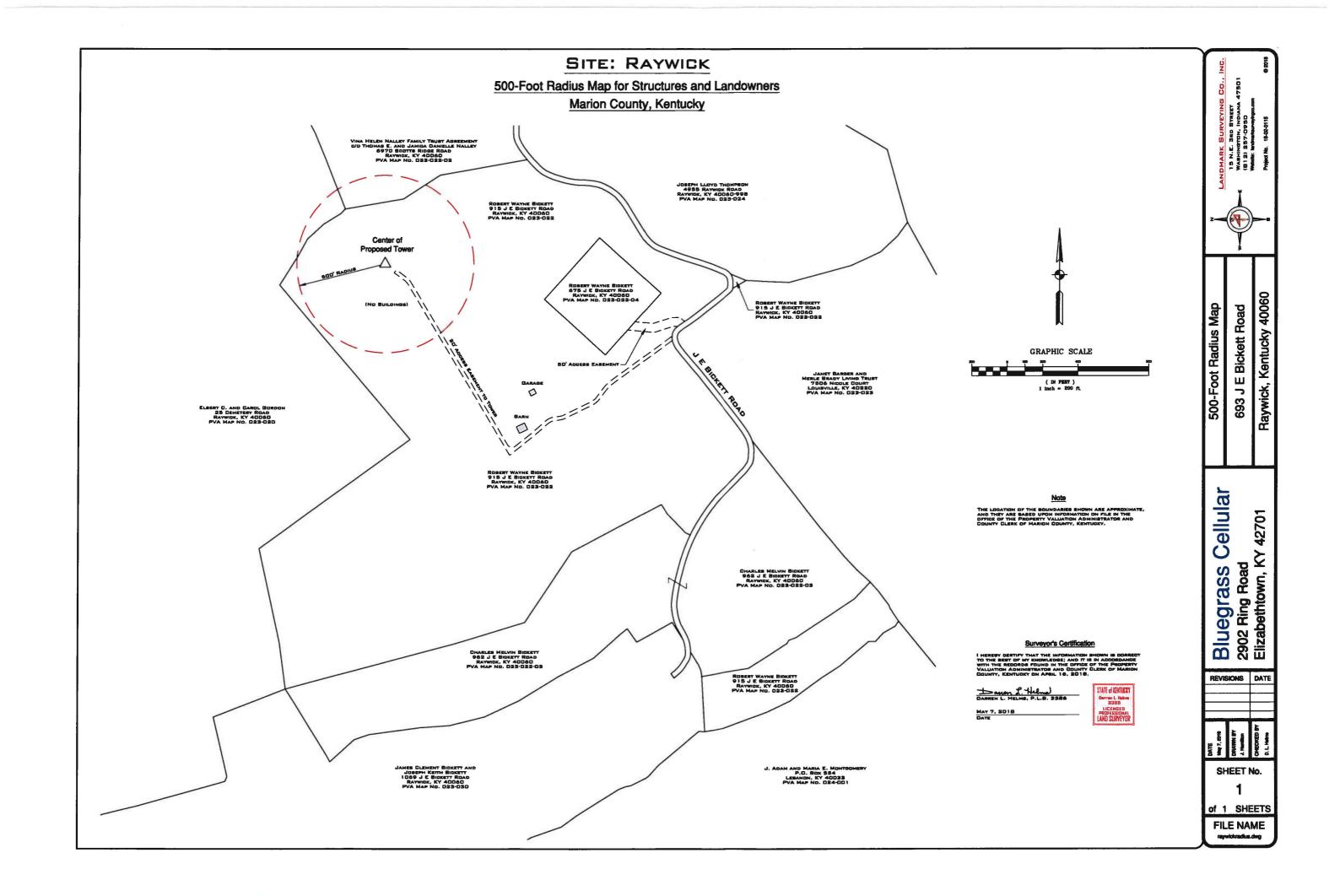
REVISIONS DATE

SHEET No.

of 3 SHEETS







## LANDMARK SURVEYING CO., INC.

15 N.E. 3RD STREET . WASHINGTON, INDIANA 47501

PHONE: 812.257.0950 · WEBSITE: WWW.LANDMARKSURVEYINGCO.COM

DARREN L. HELMS, P.S., PRESIDENT

DENNIS N. HELMS, P.S., CPESC, VICE-PRESIDENT



## **Landowner and Adjacent Landowner List**

### Raywick Site

Elbert C. and Carol Gordon 25 Cemetery Road Raywick, KY 40060

Robert Wayne Bickett 915 J E Bickett Road Raywick, KY 40060

Janet Barger and Merle Brady Living Trust 7506 Nicole Court Louisville, KY 40220

Joseph Lloyd Thompson 4955 Raywick Road Raywick, KY 40060-998

Charles Melvin Bickett 962 J E Bickett Road Raywick, KY 40060 Vina Helen Nalley Family Trust Agreement c/o Thomas E. and Jamica Danielle Nalley 6970 Scotts Ridge Road Raywick, KY 40060

Robert Wayne Bickett 675 J E Bickett Road Raywick, KY 40060

J. Adam and Maria E. Montgomery P.O. Box 534 Lebanon, KY 40033

James Clement Bickett and Joseph Keith Bickett 1069 J E Bickett Road Raywick, KY 40060

Darren L. Helms, P.L.S. 3386

May 7, 2018

STATE OF KENTUCKY

DARREN L. HELMS

3386

LICENSED
PROFESSIONAL

LAND SURVEYOR

Elbert C. and Carol Gordon 25 Cemetery Road Raywick, Kentucky 40060

# **Public Notice**

Kentucky RSA #4 Cellular General Partnership is a Kentucky general partnership that markets its services as Bluegrass Cellular. Bluegrass Cellular has been serving Central Kentucky with wireless communications services for over 20 years.

Kentucky RSA #4 Cellular General Partnership is applying to the Public Service Commission of the Commonwealth of Kentucky (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new cellular facility to provide cellular telephone service. This facility will include a 240 foot tower and an equipment shelter to be located at 693 J E Bickett Road, Raywick, Marion County, Kentucky, 40060. A map showing the location is attached.

The Commission invites your comments regarding this proposed construction. Also, the Commission wants you to be aware of your right to intervene in this matter. Your comments and request for intervention should be addressed to:

Executive Director's Office
Public Service Commission of Kentucky
P.O. Box 615
Frankfort, Kentucky, 40602.

Please refer to Case Number 2018-00152 in your correspondence.

Bluegrass Cellular welcomes the opportunity to serve and provide wireless service in your community! (For more information, please check us out online at www.myblueworks.com)

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY			
<ul> <li>Complete items 1, 2, and 3. item 4 if Restricted Delivery</li> <li>Print your name and address so that we can return the ca</li> <li>Attach this card to the back or on the front if space perm</li> <li>1. Article Addressed to:</li> <li>Elbert C. 4 Carol</li> <li>25 Cellustery K</li> <li>Raywick KY</li> </ul>	is desired. s on the reverse rd to you. of the mailpiece, its.	B. Receive	ed by (Printer of the control of the	ed Name)  ORD V  different from ite ery address belo	
Raywice, Fr	40060	☐ Reg	Type tified Mail® pistered ured Mail	☐ Priority Ma ☐ Return Re	ceipt for Merchandis
		4. Restric	ted Delivery	/? (Extra Fee)	☐ Yes
Article Number     (Transfer from service label)	7015 1520	0000	8070	6424	
PS Form 3811, July 2013	Domestic Retu	ırn Receipt			

Robert Wayne Bickett 915 J E Bickett Road Raywick, Kentucky 40060

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Bluegrass Cellular welcomes the opportunity to serve and provide wireless service in your community! (For more information, please check us out online at <a href="https://www.myblueworks.com">www.myblueworks.com</a>)

Complete items 1, 2, and 3. Also complete items 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.  1. Article Addressed to:  Complete items 1, 2, and 3. Also complete items 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.  D. Is delivery address different from item 1? Yes If YES, enter delivery address below: No  As Signature  A Signat	Towns .				
item 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.  1. Article Addressed to:    D. Is delivery address different from item 1?   Yes	SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY			
1. Article Addressed to:  Robert Wayne Bickett  675 Je Bicket Rd.  Rayw. CK, KY 40060  3. Service Type  Registered Return Receipt for Merchandis Insured Mail Collect on Delivery  4. Restricted Delivery? (Extra Fee) Yes  2. Article Number (Transfer from service label)  7015 1520 000 8070 6363	item 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece,	B. Received by (Printed Name)  C. Date of Deliver			
Registered Priority Mail Express**  Registered Return Receipt for Merchandis Insured Mail Collect on Delivery  4. Restricted Delivery? (Extra Fee) Yes  2. Article Number (Transfer from service label)	Polart Wayne Bickett	The delivery dedicate different from the first			
2. Article Number (Transfer from service label) 7015 1520 0000 8070 6363	Rayw. CK, KY 40060	☐ Certified Mail® ☐ Priority Mail Express™ ☐ Registered ☐ Return Receipt for Merchandis			
(Transfer from service label)					
PS Form 3811, July 2013 Domestic Return Receipt	711.5 1.704	0000 8070 6363			

Janet Barger and Merle Brady Living Trust 7506 Nicole Court Louisville, Kentucky 40220

# **Public Notice**

Kentucky RSA #4 Cellular General Partnership is a Kentucky general partnership that markets its services as Bluegrass Cellular. Bluegrass Cellular has been serving Central Kentucky with wireless communications services for over 20 years.

Kentucky RSA #4 Cellular General Partnership is applying to the Public Service Commission of the Commonwealth of Kentucky (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new cellular facility to provide cellular telephone service. This facility will include a 240 foot tower and an equipment shelter to be located at 693 J E Bickett Road, Raywick, Marion County, Kentucky, 40060. A map showing the location is attached.

The Commission invites your comments regarding this proposed construction. Also, the Commission wants you to be aware of your right to intervene in this matter. Your comments and request for intervention should be addressed to:

Executive Director's Office
Public Service Commission of Kentucky
P.O. Box 615
Frankfort, Kentucky, 40602.

Please refer to Case Number 2018-00152 in your correspondence.

Bluegrass Cellular welcomes the opportunity to serve and provide wireless service in your community! (For more information, please check us out online at <a href="https://www.myblueworks.com">www.myblueworks.com</a>)

SENDER: COMPLETE THIS SE	CTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:</li> <li>Tanet Barzer &amp; Merke Brady Living Trust</li> <li>Took Nicole Court</li> <li>Coursville KY 40220</li> </ul>		A. Signature  A. Signature  Agent  C. Date of Deliver  D. Is delivery address different from item 1?  If YES, enter delivery address below:  No
		3. Service Type ☐ Certified Mail® ☐ Priority Mail Express™ ☐ Registered ☐ Return Receipt for Merchandis ☐ Insured Mail ☐ Collect on Delivery
		4. Restricted Delivery? (Extra Fee) ☐ Yes
Article Number     (Transfer from service label)	7015 158	20 0000 8070 6400
PS Form 3811, July 2013	Domestic F	leturn Receipt

Joseph Lloyd Thompson 4955 Raywick Road Raywick, Kentucky 40060-998

## **Public Notice**

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Raywick, KY 40060 - 998	3. Service Type  ☐ Certified Mail® ☐ Priority Mail Express™ ☐ Return Receipt for Merchandis ☐ Insured Mail ☐ Collect on Delivery
	4. Restricted Delivery? (Extra Fee)
2. Article Number 7015 152 (Transfer from service label)	0 0000 8070 6394
PS Form 3811, July 2013 Domestic Re	turn Receipt

Charles Melvin Bickett 962 J E Bickett Road Raywick, Kentucky 40060

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Public Service Commission of Kentucky
P.O. Box 615
Frankfort, Kentucky, 40602.

Please refer to Case Number 2018-00152 in your correspondence.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.  1. Article Addressed to:  Charles Melvin Bickett  962 3 & Bickett Rd.	A. Signature  X	
Ray Wick / KY40060	3. Service Type  ☐ Certified Mail® ☐ Priority Mail Express™ ☐ Registered ☐ Return Receipt for Merchandis ☐ Insured Mail ☐ Collect on Delivery  4. Restricted Delivery? (Extra Fee) ☐ Yes	
2. Article Number (Transfer from service label) 7015 15	20 0000 8070 6387	
PS Form 3811, July 2013 Domestic Re	turn Receipt	

Vina Helen Nalley Family Trust Agreement c/o Thomas E. and Jamica Danielle Nalley 6970 Scotts Ridge Road Raywick, Kentucky 40060

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Public Service Commission of Kentucky
P.O. Box 615
Frankfort, Kentucky, 40602.

Please refer to Case Number 2018-00152 in your correspondence.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.  1. Article Addressed to:  Viva Helen Halley Family  Trust As reement  Co Thomas E. + Jamica Davide Kaley	B. Received by (Printed Name)  C. Date of 5-25  D. Is delivery address different from item 1?   Yes	Deliver
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Robert Wayne Bickett 675 J E Bickett Road Raywick, Kentucky 40060

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Public Service Commission of Kentucky
P.O. Box 615
Frankfort, Kentucky, 40602.

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Ray Wick, KY400600	3. Service Type  ☐ Certified Mail® ☐ Priority Mail Express™ ☐ Registered ☐ Return Receipt for Merchandis ☐ Insured Mail ☐ Collect on Delivery  4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number 7015 15	20 0000 8070 6417

James Clement Bickett and Joseph Keith Bickett 1069 J E Bickett Road Raywick, Kentucky 40060

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2. Article Number (Transfer from service label) 7 1 1 5 1 5	520 0000 8070 6356
PS Form 3811, July 2013 Domestic Re	eturn Receipt

J. Adam and Maria E. Montgomery P.O. Box 534 Lebanon, Kentucky 40033

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Public Service Commission of Kentucky
P.O. Box 615
Frankfort, Kentucky, 40602.

Please refer to Case Number 2018-00152 in your correspondence.

ALERT: AS OF APRIL 30, USPS.COM NO LONGER SUPPORTS OUTDATED BROWSERS. TO CO...

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Delivered	E	For delivery information, visit our website at www.usps.com®.	
June 5, 2018 at 2:49 pm Delivered LEBANON, KY 40033	8070	Certified Mail Fee  \$ Extra Services & Fees (check box, add fee as appropriate)    Return Receipt (hardcopy) \$   Deturn Receipt (hardcopy) \$   Postmark	
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Product Information			~

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# Dinsmôre

Kerry W. Ingle 502-540-2354 (Direct Dial) kerry.ingle@dinsmore.com

May 14, 2018

Via Certified Mail
Honorable David R. Daugherty
Marion County Judge Executive
223 North Spalding Avenue, # 201
Lebanon, Kentucky 40033

## Legal Counsel.

DINSMORE & SHOHL LLP

101 South Fifth Street ^ Suite 2500 ^ Louisville, KY 40202
www.dinsmore.com

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7075	Street and Apt. No., or PO Box No.  City, State, ZIP+4®	
	PS Form 3800, April 2015 PSN 7530-02-000-90	

Re: Application of Kentucky RSA #4 Cellular General Partnership d/b/a Bluegrass Cellular for a Certificate of Public Convenience and Necessity to construct a new cellular facility to be located at 693 J E Bickett Road, Raywick, Marion County, Kentucky, 40060, before the Public Service Commission of the Commonwealth of Kentucky, Case No. 2018-00152

Judge Daugherty:

Kentucky RSA #4 Cellular General Partnership is applying to the Public Service Commission of Kentucky (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new cellular facility to provide cellular telephone service. This facility will include a 240 foot tower and an equipment shelter to be located at 693 J E Bickett Road, Marion County, Kentucky, 40060. A map showing the location of the proposed new facility is enclosed.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to Case No. 2018-00152 in your correspondence.

Very Truly Yours,

DINSMORE & SHOHL LLP

Kerry W. Ingle

Paralegal

Enclosure

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.  1. Article Addressed to:  Hon. David L. Dausher ty  Marion Commy Tudge Executive  223 N. Spading Ave., #201	A. Signature  X
223 N. Spalling Ave., #201 Lebanon, KY 40033	3. Service Type  ☐ Certified Mail® ☐ Priority Mail Express™ ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ Collect on Delivery  4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number 7015 1520 0000	8070 6349
PS Form 3811, July 2013 Domestic Ret	urn Receipt









## The Lebanon Enterprise

119 S. Proctor Knott Ave. • Lebanon, KY 40033 Phone: (270) 692-6026 • FAX: (270) 692-2118 Advertising/Bookkeeping: enugent@lebanonenterprise.com

## AFFIDAVIT OF PUBLICATION

The following affidavit is to be executed by an officer of the newspaper attesting publication of legal advertisements as required under an Act of Kentucky Legislature of 1958.

Stevie Lowery of Lebanon, Kentucky, being first duly sworn, says that she is Publisher of The Lebanon Enterprise, a newspaper published in the State of Kentucky, County of Marion, and having general circulation in the County of Marion, and that the advertisement of which the annexed is a true copy has been published in said newspaper on the following dates <a href="May 23">May 23 and May 30, 2018</a>.

Stevie Lowery

Subscribed and sworn to before me, a Notary Public within and for the State and County aforesaid, by Stevie Lowery to me personally known, this 30th day of May 2018. My commission expires the 11th day of February, 2021.

Eva Jo Watson-Nugent

Notary Public, State At Large 570155

## SSIFIEDS

95 Employment

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### MECHANIC

SEEKING SECRETARY First Shift 8 a.m.-5 p.m. PAID VACATION AND OVERTIME OPPORTUNITIES. Must have experience with computers. Experience with QuickBooks & Microsoft Office preferred but not required. Send resumes to

Job
119 S. Proctor Knott Avenue
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Equal Opportunity Employer

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### EXECUTIVE DIRECTOR

The Lincoln Trail Area Development District (LTADD), a multi-jurisdictional, planning and develops agency located in the heart of Kentucky,

Executive Director.

nic and south appears of the countries in the LLMD, solition requires the ability to work primarily with state ment and 14 other Area Development Debricts. Frequent tree! tendance at after how meetings will count. This position may a criminal background check.

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fice Lucas, P.O. Box 227, Navy Sesbury, ET 40145.

## No phone calls, please. Deadline to apply is June 15, 2018.



### NOW HIRING FOR **ENTRY LEVEL POSITIONS** AT SPRINGFIELD, KY LOCATION

- Starting Pay \$13.00/hour Night Shift Premium Must be able to Lift 50-55 lb. weight Opportunities for Advancement

- HOUR Plan
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  10 Day Paid Vacation & 3 Personal Paid Time
  off after 1 year
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- Paid Holiday Uniforms & shoes provided by the company Family Atmosphere

APPLICATIONS ARE ACCEPTED AT THE PLANT. 506 W. MAIN STREET, SPRINGFIELD, KY

120 Apartments For Rent

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130 Real Estate Sales

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195 Items Wanted

200 Situations Wanted

were you an indus-final or Construc-fion Tradesman and recently diagnosed with LUNG CANCERT You and your family may be entilled to significant CASH AWARD. Call 1-888-539-8006 for your risk-free consultation.

97 Child Care

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PLACE

300 Public Notice 300 Public Notice

### NOTICE TO BIDDERS

Sealed bids with the secrived at City of Lebanon administrative offices until 4:00 p.m., Friday, June 8, 2018 for supplying the City's reculaments for the facet year July 01, 2018 through June 30, 2019, for GASOLINE, DESSEL FUEL, AND MOTOR OLL. All materials must meet standard Department of Transpiration specifications. John O. Thomas, City Administratio, City of Lebanon.

### LEGAL NOTICE

The City of Lebanon will accept seeled bids for FY 2018-2019 building material needs including but not limited to wheat, humber, selectical, noting, atiding, plumbling, and insulation until 4:00 to the City of Lebanon, ATT SEALED BID. PO. Box 840, Lebanon, KT 40033 or dropped off in a sealed environment of SEALED BID. PO. Box 840, Lebanon, KT 40033 prompted off in a sealed environment of SEALED BID. PO. Box 840, Lebanon, KT 40033 Please contact John C. Thompsot, Building inspector for contact John C. Thompsot, Building inspector for and at (270) 892-8272.

Local Government Assistance Funds
A public hearing will be held by Marron County Fiscal
Court at the Bard R. Hourgan Government Center
Lours and the Bard R. Hourgan Government Center
Ing Citizens comments regarding the possible uses of
the County Flood Ad (CRA) and Local Government
Economic Assistance (LICEA) Funds. All interested
persons in March County are invited to the hearing
to submit total or written comments on possible uses
cannot submit comments, should call the Office of
the County Judger/Esoculies at (270) 692-3451 by
4.30 on Julies Biss on sarrangements can be made to
ascous their comments.

### PUBLIC NOTICE

REACH THE PUBLIC, EVERYONE BENEFITS.

Some officials and the state of the state of

300 Public Notice 300 Public Notice

### NOTICE OF ADOPTION AND SUMMARY OF BOND RESOLUTION

### PLACE YOUR SERVICE GUIDE AD!



### JOB POSTING

## Advertising Sales Representative

- paper publishing on Wednesdays with a circulation of 3,000.

  ESSENTIAL FUNCTIONS:

   Grow existing account base and develop new sherrising clients.

   New londwist unturbly and annual sales goals.

   Develop new customer prospects.

   Develop new customer prospects.

   Develop new customer prospects.

   Develop and make sales presentations.

   Develop and make sales presentations.

   Develop and make sales presentations.

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### **BUY or SELL** in the CLASSIFIEDS!

## CLASSIFIEDS

95 Employment

## JOB POSTING

**Advertising Sales Representative** THE SPRINGFIELD SUN Springfield, Kentucky

The Springfield Sun in Washington County has an immediate ope part-time retail advertising sales representative. This position will to sible for growing an existing account base and developing new a clients for all print and online products. The Springfield Sun is a we paper publishing on Wednesdays with a circulation of 3,000.

- paper publishing on Wednesdays with a droudston of 3,000.

  ESENDIAL FUNCTIONS:

   Grow esisting account base and develop new selectising clients.

   Newton individual monthly and annual sales goals.

   Develop new customer prospects.

   Develop new customer prospects.

   Develop and make sales presentations.

   Develop and make sales presentations.

   User to customers need and advise them in effective use of advertising in Allariation involved of advertising reaction.

   Listen to outstomers need and advise them in effective use of advertising reactive and advise them in effective use of advertising reactive and competiting model.

   Assist in codection of aging a divertising reaccount brailmosts.

   Focus on increasing reviews for all LDM feetfally products through combo sales.

outer proficient. Interested persons should apply to: Jeff Moreland, Publisher The Springfield Sun 108 Progress Ave., Springfield, KY 40069 publisher@cknj.com

Deadline for application is JUNE 1, 2018.

HEC Mfg. is a fabricator of steel returnable containers and structural steel.

tainors and structural steel.
HEC has various openings:
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STEEL FABRICATORS, PLASMARNOBOTICS
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and VARIOUS OTHER OPENINGS

Anyone seeking a new opportunity in a growing business please apply at: HEC Mfg 222 West John Rowan Blvd Bardstown, KY 40004 Or send a resume to hec@bardstown.com All are FULL-TIME DAY SHIFT POSITIONS

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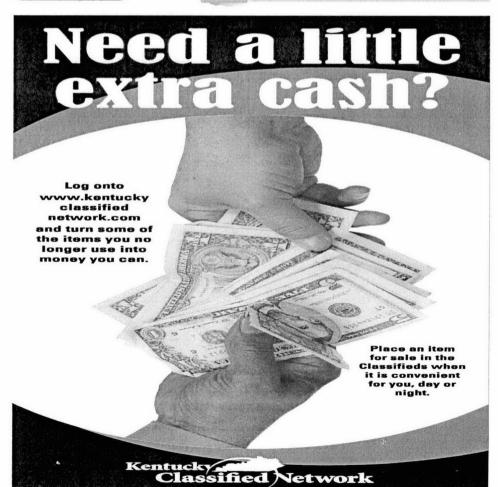
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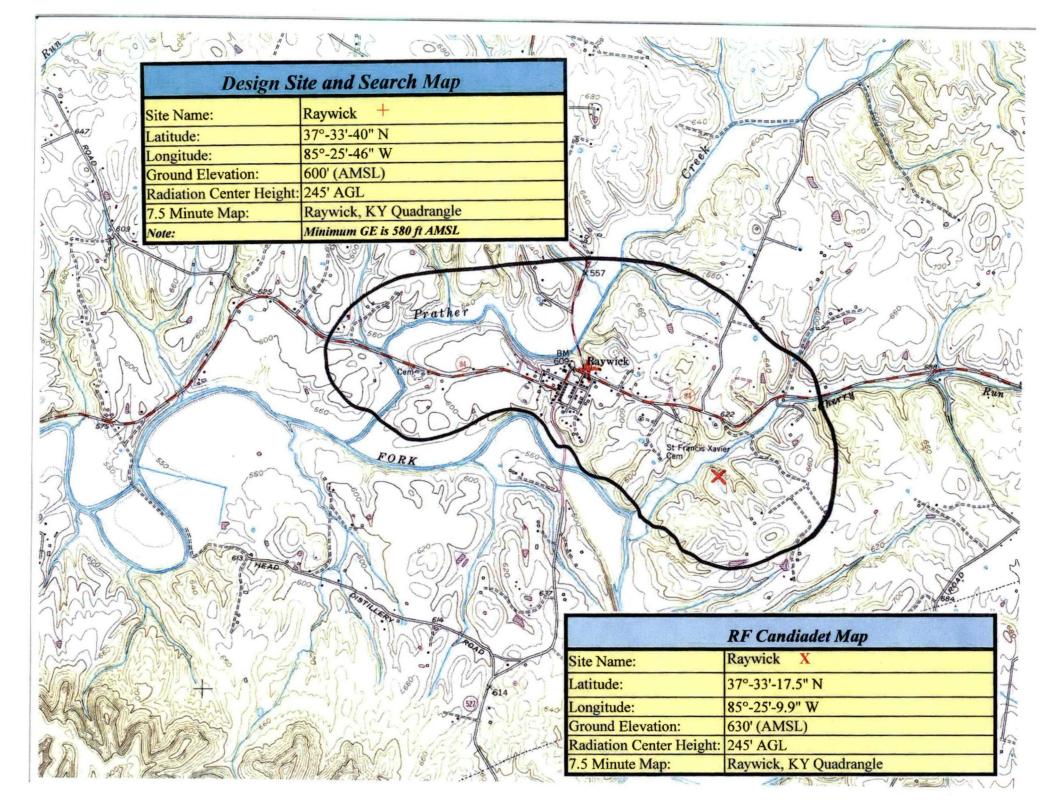
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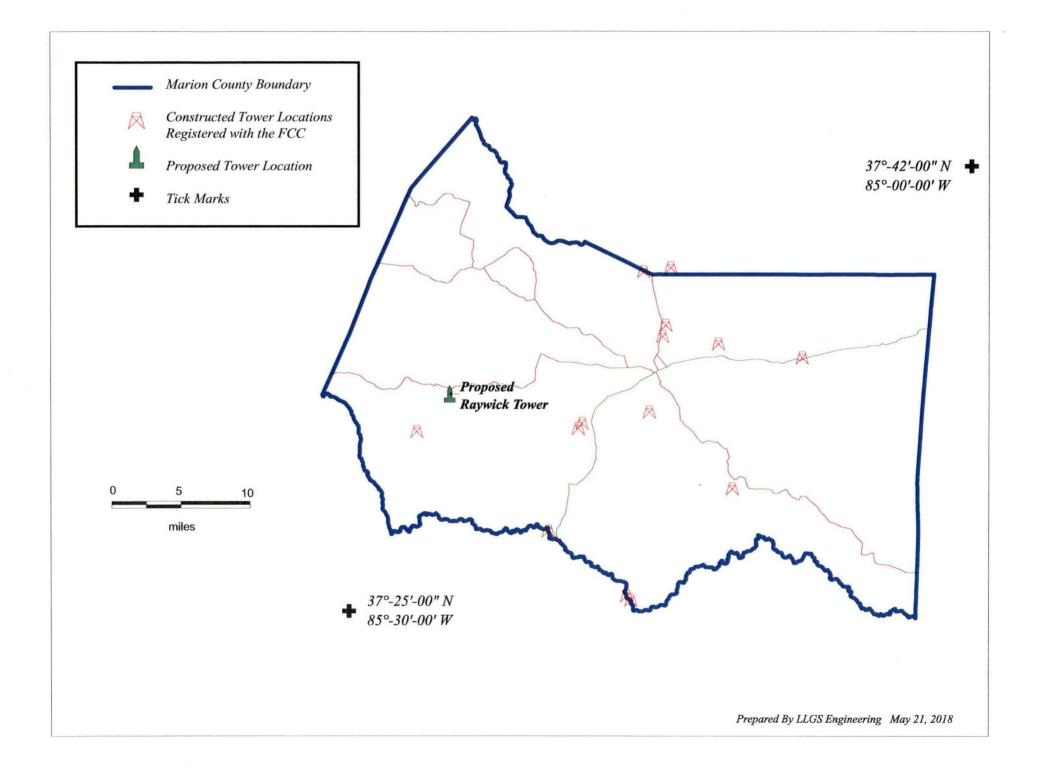
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# Information on Constructed Towers Registered with the FCC in Marion County and 1/2 Mile Area Outside of the County Boundary

FCC Tower Reg. No.	Latitude	Longitude	Nearest City	State	Tower Owner
1043055	37-31-58.0 N	085-18-59.0 W	Lebanon	KY	KENTUCKY RSA 4 CELLULAR GENERAL PARTNERSHIP DBA = BLUEGRASS CELLULAR
1044801	37-25-25.0 N	085-16-27.0 W	Spurlington	KY	KENTUCKY, COMMONWEALTH OF DBA = KY EMERGENCY WARNING SYSTEM KEWS
1052450	37-28-03.0 N	085-20-25.0 W	Finley	KY	P & B TOWERS, LLC
1063302	37-35-12.0 N	085-12-15.0 W	Lebanon	KY	COMMONWELATH BROADCASTING COPRPORATION DBA = CBC
1203419	37-32-36.0 N	085-15-34.0 W	Lebanon	KY	Global Tower, LLC. through American Towers, LLC
1205220	37-31-51.0 N	085-26-45.0 W	Raywick	KY	LS Investments 1, LLC
1234007	37-35-55.0 N	085-14-47.0 W	Lebanon	KY	CBC of Marion Co.
1238634	37-32-10.0 N	085-18-48.0 W	Lebanon	KY	Inter County Energy Cooperative Corporation
1260096	37-37-57.7 N	085-15-51.6 W	Springfield	KY	SBA Towers III LLC
1261393	37-34-40.5 N	085-08-12.5 W	Lebanon	KY	SBA Towers II LLC
1267688	37-35-28.7 N	085-14-56.6 W	Lebanon	KY	SBA Monarch Towers II, LLC
1276116	37-29-39.8 N	085-11-34.3 W	Lebanon	KY	Kentucky RSA 4 Cellular General Partnership



# UNITED STATES OF AMERICA FEDERAL COMMUNICATIONS COMMISSION ANTENNA STRUCTURE REGISTRATION



OWNER: KENTUCKY RSA 4 CELLULAR GENERAL PARTNERSHIP

FCC Registration Number (FRN): 0001786722

CC Registration Number	(* *** ')* 0001700722	
ATTN: Jill Vice		Antenna Structure Registration Number
KENTUCKY RSA 4 CEL	LULAR GENERAL PARTNERSHIP	
PO BOX 5012		1307437
ELIZABETHTOWN, KY	42702	
(\$`		
. The state of th		Issue Date
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		09-17-2018
Location of Antenna Stru-	cture	Ground Elevation (AMSL)
639 J E Bickett Road		192.0 meters
Raywick, KY 40060		Overall Height Above Ground (AGL)
County: MARION	The state of the s	76.2 meters
Latitude	Longitude	Overall Height Above Mean Sea Level (AMSL)
37- 33- 17.5 N	085- 25- 09.9 W NAD83	268.2 meters
Ce	enter of Array Coordinates	Type of Structure
	N/A	LTOWER
		Lattice Tower
FAA Chapters 4, 8, 12		λ
Paint and Light in Accord	lance with FAA Circular Number 70/7460-11	
	4	
		VA.

This registration is effective upon completion of the described antenna structure and notification to the Commission. YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT, please file FCC Form 854. To file electronically, connect to the antenna structure registration system by pointing your web browser to http://wireless.fcc.gov/antenna. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and *display* your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.

FCC 854R June 2012 You must comply with all applicable FCC obstruction marking and lighting requirements, as set forth in Part 17 of the Commission's Rules (47 C.F.R. Part 17). These rules include, but are not limited to:

- Posting the Registration Number: The Antenna Structure Registration Number must be displayed in a conspicuous place so that it is readily visible near the base of the antenna structure. Materials used to display the Registration Number must be weather-resistant and of sufficient size to be easily seen at the base of the antenna structure. Exceptions exist for certain historic structures. See 47 C.F.R. 17.4(g)-(h).
- Inspecting lights and equipment: The obstruction lighting must be observed at least every 24 hours in order to detect any outages or malfunctions. Lighting equipment, indicators, and associated devices must be inspected at least once every three months.
- Reporting outages and malfunctions: When any top steady-burning light or a flashing light (in any position) burns out or malfunctions; the outage must be reported to the nearest FAA Flight Service Station, unless corrected within 30 minutes. The FAA must again be notified when the light is restored. The owner must also maintain a log of these outages and malfunctions.
- Maintaining assigned painting: The antenna structure must be repainted as often as necessary to maintain good visibility.
- Complying with environmental rules: If you certified that grant of this registration would not have a significant environmental impact, you must nevertheless maintain all pertinent records and be ready to provide documentation supporting this certification and compliance with the rules, in the event that such information is requested by the Commission pursuant to 47 C.F.R. 1.1307(d).
- Updating information: The owner must notify the FCC of proposed modifications to this structure; of any change in ownership; or, within 30 days of dismantlement of the structure.

Copies of the Code of Federal Regulations (which contain the FCC's antenna structure registration rules, 47 C.F.R. Part 17) are available from the Government Printing Office (GPO). To purchase CFR volumes, call (202) 512-1800. For GPO Customer Service, call (202) 512-1803. For additional FCC information, consult the Antenna Homepage on the internet at http://wireless.fcc.gov/antenna or call (877) 480-3201 (TTY 7.17-338-2824).

