

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

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PUBLIC SERVICE  
COMMISSION

**In the Matter of:**

<b>APPLICATION OF KENTUCKY RSA #3</b>	)	
<b>CELLULAR GENERAL PARTNERSHIP FOR</b>	)	
<b>APPROVAL TO CONSTRUCT AND OPERATE A NEW</b>	)	<b>CASE No. 2019-000177</b>
<b>CELL FACILITY TO PROVIDE CELLULAR RADIO</b>	)	
<b>SERVICE (FORDSVILLE) IN RURAL SERVICE AREA #3</b>	)	
<b>(OHIO COUNTY) OF THE COMMONWEALTH</b>	)	
<b>OF KENTUCKY</b>	)	

**APPLICATION FOR A CERTIFICATE  
OF PUBLIC CONVENIENCE AND NECESSITY  
(FORDSVILLE CELL SITE)**

Kentucky RSA #3 Cellular General Partnership ("Kentucky RSA #3"), through counsel, pursuant to KRS 278.020 and 278.040, hereby submits this application for a certificate of public convenience and necessity to construct a cell site to be known as the Fordsville cell site in and for rural service area ("RSA") #3 of the Commonwealth of Kentucky, namely the counties of Allen, Breckinridge, Butler, Edmonson, Grayson, Hancock, Logan, McLean, Meade, Muhlenberg, Ohio, Simpson, Todd and Warren, Kentucky. The proposed cell tower facility will be a 190 foot monopole and located at 415 Ridge Road, Fordsville, Ohio County, Kentucky, 42343.

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 #3 may seek redress with the U.S. District Court for the Eastern District of Kentucky.<sup>1</sup>

2. As required by 807 KAR 5:001 § 14 and 807 KAR 5:063, Kentucky RSA #3 states that it is a Kentucky general partnership whose full name and post office address are: Kentucky RSA #3 Cellular General Partnership, 2902 Ring Road, Elizabethtown, Kentucky, 42701. An email address for Kentucky RSA #3 is dougu@bluegrasscellular.com. A copy of the Certificate of Assumed Name as a General Partnership for Kentucky RSA #3 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 § 1(1)(b), a copy of the applicant's approval from the Federal Aviation Administration is attached as Exhibit "B."

4. Pursuant to 807 KAR 5:063, § 1(1)(c), applicant affirms that authorization from the Federal Communications Commission is not necessary as the height of the proposed cell tower facility will be under 200 feet. Attached as Exhibit "C" is written communication from Applicant's FCC counsel as confirmation.

5. Pursuant to 807 KAR 5:063 § 1(1)(d), applicant is attaching as Exhibit "D" a geotechnical investigation report, signed and sealed by a professional engineer registered in

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<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.

("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 "L"). 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.



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.

6. Pursuant to 807 KAR 5:063 § 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 “E.”

7. Pursuant to 807 KAR 5:063 § 1(1)(f), a copy of the lease for the property on which the tower is proposed to be located, is Exhibit “F.”

8. Pursuant to 807 KAR 5:063 § 1(1)(g), experienced personnel will manage and operate the Fordsville 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 #3, of which system the Fordsville cell site will be a part. Bluegrass Cellular Inc. provides management services to Kentucky RSA #3 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 over 20 years. This extensive management experience with Bluegrass Cellular demonstrates that Bluegrass Cellular Inc.'s management and technical ability to supervise the operations of a wireless carrier.

9. Pursuant to 807 KAR 5:063 § 1(1)(g), TransAmerican Power Poles, Inc. is responsible for the design specifications of the proposed tower (identified in Exhibit “D”).

10. Pursuant to 807 KAR 5:063 § 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 “G.”

11. Pursuant to 807 KAR 5:063 §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 “D”.

12. Pursuant to 807 KAR 5:063 §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 “D.”

13. Pursuant to 807 KAR 5:063 § 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 “G.”

14. Pursuant to 807 KAR 5:063 § 1(1)(l), 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.

15. Pursuant to 807 KAR 5:063 §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 “H.”

16. Pursuant to 807 KAR 5:063 § 1(1)(n), applicant’s legal counsel hereby affirms that the Office of the Ohio 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 § 1(1)(o), a copy of the notice sent to the Ohio County Judge Executive is Exhibit “I.”

18. Pursuant to 807 KAR 5:063 § 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 § 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 #3 Cellular General Partnership proposes to construct a telecommunications tower on this site. If you have questions, please contact Kentucky RSA #3 Cellular General Partnership, 2902 Ring Road, Elizabethtown, Kentucky, 42701 or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to Case No. 2019-00177 in your correspondence***" 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 #3 Cellular General Partnership proposes to construct a telecommunications tower near this site. If you have questions, please contact Kentucky RSA #3 Cellular General Partnership, 2902 Ring Road, Elizabethtown, Kentucky, 42701 or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to Case No. 2019-00177 in your correspondence***" has been posted on the public road nearest the site.

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

20. Pursuant to 807 KAR 5:063 § 1(1)(q), Applicant hereby affirms that notice of the location of the proposed construction has been published in a newspaper of general circulation in Ohio County. A copy of the affidavit of publication and tear sheets as proof of publication are attached as Exhibit "K."

21. Pursuant to 807 KAR 5:063 § 1(1)(r), the site is in a relatively undeveloped area in Fordsville, Kentucky. The current land use is agricultural. The proposed location is an open field surrounded a densely wooded area.

22. Pursuant to 807 KAR 5:063 § 1(1)(s), Kentucky RSA #3 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 #3 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 § 1(1)(t), 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 is Exhibit "L."

24. Pursuant to 807 KAR 5:001 § 15(b)(2)(d) and 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 "M."

25. Pursuant to 807 KAR 5:063 § 2 and 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.

26. No reasonably available telecommunications tower, or other suitable structure capable of supporting the cellular facilities of Kentucky RSA #3 and which would provide adequate service to the area exists.

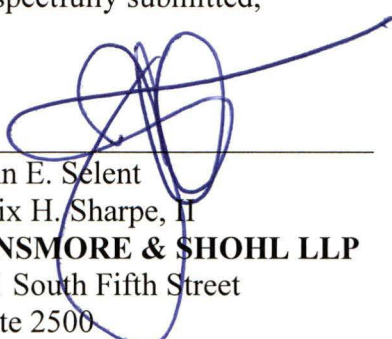
27. Correspondence and communication with regard to this application should be addressed to:

John E. Selent  
Felix H. Sharpe, II  
**DINSMORE & SHOHL LLP**  
101 South Fifth Street  
Suite 2500  
Louisville, Kentucky 40202  
(502) 540-2300  
[john.selent@dinsmore.com](mailto:john.selent@dinsmore.com)  
[felix.sharpe@dinsmore.com](mailto:felix.sharpe@dinsmore.com)

WHEREFORE, Kentucky RSA #3 Cellular General Partnership requests the Commission to enter an order:

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

Respectfully submitted,



John E. Selent  
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AGREEMENT  
OF  
KENTUCKY CELLULAR SWITCH GENERAL PARTNERSHIP

THIS GENERAL PARTNERSHIP AGREEMENT, is entered into by and among Kentucky RSA #3 Cellular General Partnership ("K3GP"), Kentucky RSA 4 Cellular General Partnership ("K4GP") and Cumberland Cellular Partnership ("K5GP"), each of which is a general partnership organized under the laws of Kentucky, as the general partners, and the persons (if any) who become general partners, as provided herein ("Partners").

W I T N E S S E T H:

WHEREAS, K3GP was granted authority by the Federal Communications Commission ("FCC") to construct a cellular system in the Kentucky 3-Meade Rural Service Area;

WHEREAS, K4GP was granted authority by the FCC to construct a cellular system in the Kentucky 4-Spencer Rural Service Area;

WHEREAS, GTE Mobilnet Incorporated was granted authority by the FCC to construct a cellular system in the Kentucky 5-Barren Rural Service Area and entered into an agreement to assign such authorization to K5GP subject to receipt of FCC authorization and the terms of an "Agreement of GTE Mobilnet Incorporated and Cumberland Cellular, Inc."; and

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.

## 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 the 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 Cellular Switch 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.

"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, leasing and maintaining of cellular radio switch and network facilities.

### 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:

<u>Partner</u>	<u>Percentage Interest</u>
Kentucky RSA #3 Cellular General Partnership	44%
Kentucky RSA 4 Cellular General Partnership	34%
Cumberland Cellular Partnership	22%

#### 4.2 Initial Capital Contribution.

K3GP shall contribute two thousand two hundred dollars (\$2,200.00) to the Partnership as an initial capital contribution. K4GP shall contribute one thousand seven hundred dollars (\$1,700.00) to the Partnership as an initial capital contribution. K5GP shall contribute one thousand one hundred dollars (\$1,100.00) to the Partnership as an initial capital contribution.

4.3 Partners' Additional Contributions.

(a) Additional Capital Contributions. From time to time additional capital may be required to be invested by the Partnership to fund acquisition, leasing or maintaining of cellular radio switch or network facilities. If the Partnership by Majority Interest determines that additional capital is so needed, each Partner shall be entitled to provide its share of 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 from the Partnership requesting such additional Capital 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.

(c) Capital Contributions in Cash. Unless the Partnership agrees to permit an in kind (property) contribution by a Partner by the affirmative vote of One Hundred percent of Partnership Interests, 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, by determination of a Majority Interest in the Partnership, 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 Partnership by Majority Interest determination 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 Negative Capital Account.

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.

(a) Income, gain, loss, and deduction with respect to any 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 704(c) of the Code. All allocations under this Section 5.2(a) shall be made in such manner as a Majority Interest in the Partnership 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 recognized 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 Partnership by a Majority Interest determination 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 Partnership may review the Partnership's accounts at the end of each calendar quarter to determine whether distributions are appropriate. The Partnership by a Majority Interest determination may make such distributions as are deemed 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 according to the determinations of a Majority Interest of the Partnership.

(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 shall be empowered to do or cause to be done any and all acts reasonably deemed to be necessary or appropriate in furtherance of the purposes of the Partnership or forbear from doing any act if the Partnership reasonably deems such forbearance necessary or appropriate in

furtherance of the 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 Partnership 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 Partnership 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 Partnership;

(3) To invest such funds as are temporarily not required for Partnership purposes in debt obligations selected by the Partnership 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 Management Compensation and Reimbursement of the Partners

(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, 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 furtherance of Partnership business. Reimbursement must be approved by the Partnership in advance of providing said services.

(b) [Intentionally Deleted.]

6.3 Partnership Funds.

The funds of the Partnership shall be deposited in such account or accounts as are designated by the Partnership 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 Partnership may from time to time, determine.

6.4 Indemnification.

The Partnership shall indemnify and hold harmless the 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 of the Partnership and were not performed or omitted fraudulently or in bad faith or as a result of gross negligence by a Partner and were not in violation of the Partner's fiduciary obligation to the 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.

(c) Each Partner shall be eligible to vote on matters involving the Partnership and its business. Each Partner shall be entitled to one vote for each Percentage Interest held by such Partner. A Majority Interest vote shall be required for Partnership action on any matter. No vote shall be taken on any matter unless each Partner is (i) present during a meeting of the Partnership (including participation in a telephonic meeting of the Partnership) or (ii) provided notice, in accordance with Section 14.1 of this Agreement, at least five (5) days in advance, that a meeting of the Partnership will occur at the Partnership's principal place of business or such other place or manner agreeable to all of the Partners (including a telephonic meeting of the Partnership). A meeting of the Partnership may only be called by one or more Partners representing a Majority Interest in the Partnership.

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. 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 gross negligence.

6.8 Bankruptcy. At the Bankruptcy of any Partner, that Partner (an "Inactive Partner") 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 Interest. 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. Should 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. Except as provided in Section 9.1(a)(1) of this Agreement, 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(a)(1) The provisions of Sections 9.1 and 9.2 of this Agreement shall not be applicable to the sale, gift, assignment, pledge or other transfer or encumbrance of a controlling interest in all of the assets of any partner of the K3GP, K4GP or K5GP partnerships or any successor or permitted assign of such partner.

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 terms are other than cash 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 close the purchase transaction. During such sixty (60) day 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 a 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 follows: 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 forty-five (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. The 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 schedule 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 the two closest appraisals. All 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 Tiered Acquisition. 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 pro rata, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.2, undivided interests in such Partnership assets as the Partners deem not suitable for 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. The 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.

Kentucky RSA #3 Cellular  
General Partnership  
c/o Logan Telephone Cooperative,  
Inc.  
103 East Main Street  
Auburn, KY 42206  
Attention: General Manager

with a copy to:

Lewisport Telephone  
Company, Inc.  
P. O. Box 439  
Lewisport, KY 42351  
Attention: Vice President  
& Manager

Brandenburg Telephone Co.,  
Inc.  
332 East Broadway  
Brandenburg, KY 40108  
Attention: President

North Central Telephone  
Cooperative, Inc.  
Highway 52 Bypass  
Lafayette, TN 37083  
Attention: General Manager

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

Kentucky RSA 4 Cellular  
General Partnership  
c/o Brandenburg Telephone  
Company  
332 East Broadway  
Brandenburg, KY 40108  
Attention: President

with a copy to:

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

Cumberland Cellular Partnership  
c/o Cumberland Cellular, Inc.  
c/o Duo County Telephone  
Cooperative Corp., Inc.  
P. O. Box 80  
Jamestown, KY 42629  
Attention: General Manager

with a copy to:

GTE Mobilnet Incorporated  
616 FM 1960 West  
Suite 400  
Houston, TX 77090  
Attention: General Counsel



and a copy to:

GTE Mobilnet Incorporated  
616 FM 1960 West  
Suite 400  
Houston, TX 77090  
Attention: Director,  
Industrial Relations

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 deemed given if received at the principal office of the 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 ninth day of January, 1991, but actually on the dates indicated below.

GENERAL PARTNERS:

KENTUCKY RSA #3 CELLULAR  
GENERAL PARTNERSHIP

By: George H. Arnold  
Title: Chairman Mgt Comm.  
Date: 1-14-91

KENTUCKY RSA 4 CELLULAR  
GENERAL PARTNERSHIP

By: J. L. Soley  
Title: Chairman Management Comm.  
Date: 1-9-91

CUMBERLAND CELLULAR PARTNERSHIP

By: [Signature]  
Title: Partner  
Date: 2-1-91



Federal Aviation  
Administration

« OE/AAA

## Notice of Proposed Construction or Alteration - Off Airport

Add a new Case Off Airport - Desk Reference Guide V\_2018.2.0

Add a New Case Off Airport for Wind Turbines - Met Towers - Desk Reference Guide V\_2018.2.0

**Project Name:** BLUEG-000507218-19

**Sponsor:** Bluegrass Cellular, Inc.

### Details for Case : Fordsville

Show Project Summary

#### Case Status

**ASN:** 2019-ASO-3562-OE  
**Status:** Accepted

**Date Accepted:** 02/08/2019

**Date Determined:**

**Letters:** None

**Documents:** 02/08/2019 2C Certification ...

**Public Comments:** None

**Project Documents:**  
None

#### Construction / Alteration Information

**Notice Of:** Construction

**Duration:** Permanent

**if Temporary :** Months: Days:

**Work Schedule - Start:** 04/15/2019

**Work Schedule - End:** 04/25/2019

*\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.*

**State Filing:** Not filed with State

#### Structure Summary

**Structure Type:** Monopole

**Structure Name:** Fordsville

**FDC NOTAM:**

**NOTAM Number:**

**FCC Number:**

**Prior ASN:**

#### Structure Details

**Latitude:** 37° 38' 29.43" N

**Longitude:** 86° 42' 53.40" W

**Horizontal Datum:** NAD83

**Site Elevation (SE):** 637 (nearest foot) PASSED

**Structure Height (AGL):** 199 (nearest foot)

**Current Height (AGL):** (nearest foot)

*\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal*

**Minimum Operating Height (AGL):** (nearest foot)

*\* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.*

**Requested Marking/Lighting:** Dual-red and medium intensity

**Other :**

**Recommended Marking/Lighting:**

**Current Marking/Lighting:** N/A Proposed Structure

**Other :**

**Nearest City:** Fordsville

**Nearest State:** Kentucky

**Description of Location:** Site is located at:

*On the Project Summary page upload any certified survey.*

**Description of Proposal:** Proposed Monopole with top-mounted antennas for overall height of 199' AGL.

#### Proposed Frequency Bands

Select any combination of the applicable frequencies/powers identified in the Colo Void Clause Coalition, Antenna System Co-Location, Voluntary Best Practices, effective 21 Nov 2007, to be evaluated by the FAA with your filing. If not within one of the frequency bands listed below, manually input your proposed frequency(ies) and power using the Add Specific Frequency link.

Add Specific Frequency

Low Freq	High Freq	Freq Unit	ERP	ERP Unit
6	7	GHz	55	dBW
6	7	GHz	42	dBW
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	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

← Previous      Back to Search Result      Next



Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Aeronautical Study No.  
2019-ASO-3562-OE

Issued Date: 04/30/2019

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:	Monopole Fordsville
Location:	Fordsville, KY
Latitude:	37-38-29.43N NAD 83
Longitude:	86-42-53.40W
Heights:	637 feet site elevation (SE) 199 feet above ground level (AGL) 836 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:

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)  
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

This determination expires on 10/30/2020 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual 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 Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 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 application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE 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 BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including 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 be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the 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 the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (718) 553-4199, or [Dianne.Marin@FAA.GOV](mailto:Dianne.Marin@FAA.GOV). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2019-ASO-3562-OE.

**Signature Control No: 396090352-404229854**

( DNE )

Dianne Marin  
Technician

Attachment(s)  
Case Description  
Frequency Data  
Map(s)

cc: FCC

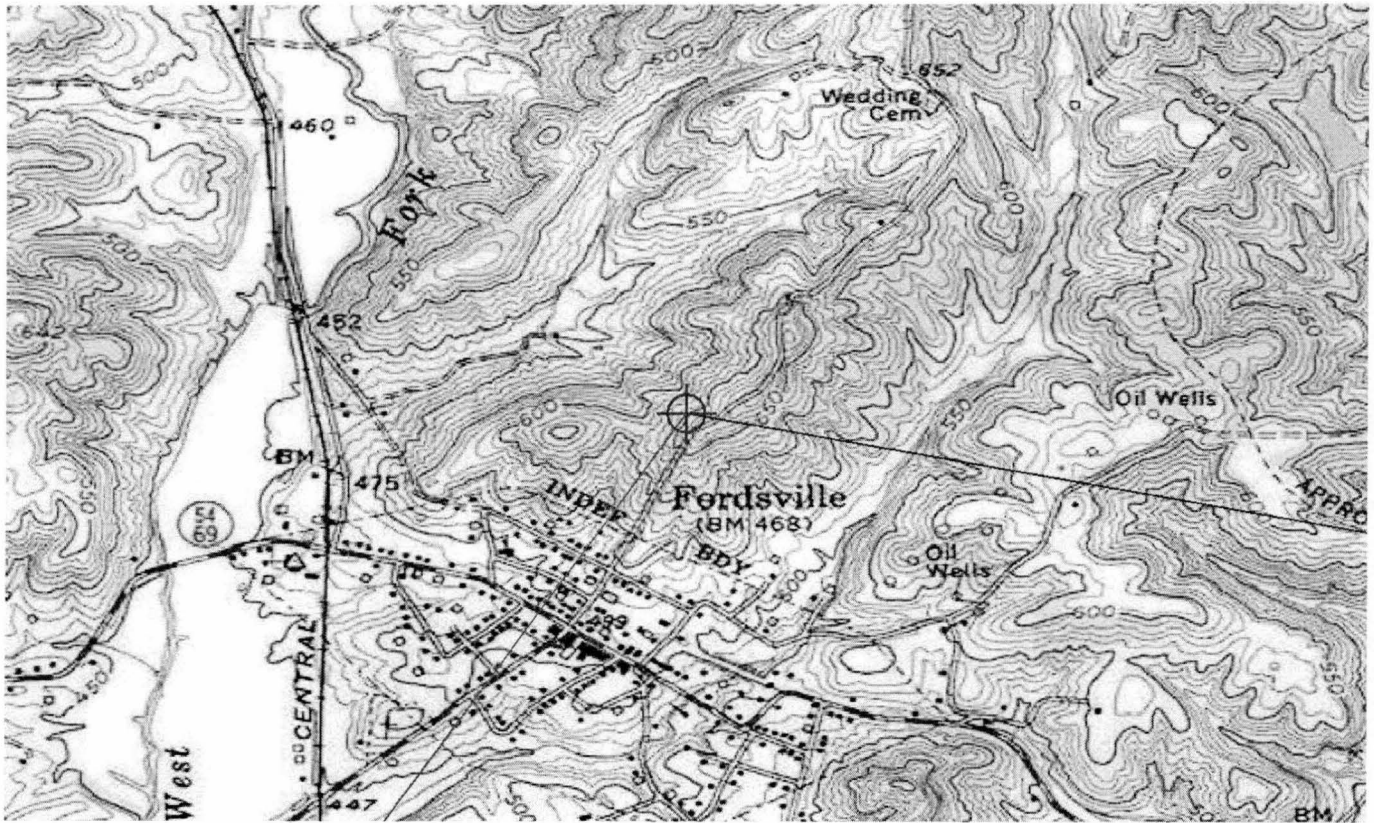
**Case Description for ASN 2019-ASO-3562-OE**

Proposed Monopole with top-mounted antennas for overall height of 199' AGL.



# Frequency Data for ASN 2019-ASO-3562-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
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	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W



## INGLE, KERRY

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**From:** Jill Vice <jvice@bluegrasscellular.com>  
**Sent:** Friday, June 28, 2019 12:47 PM  
**To:** INGLE, KERRY  
**Cc:** Tiffany Johnson  
**Subject:** FW: Fordsville FAA Determination  
**Attachments:** Fordsville TOWAIR.pdf

**From:** Pamela Gist [mailto:pgist@fcclaw.com]  
**Sent:** Friday, June 28, 2019 12:38 PM  
**To:** Jill Vice <jvice@bluegrasscellular.com>; Leila Rezanavaz <LRezanavaz@fcclaw.com>  
**Subject:** [EXTERNAL] RE: Fordsville FAA Determination

This Message originated outside of Bluegrass Cellular.

---

Hello Jill!

The Fordsville monopole does not require FCC registration. Attached are TOWAIR results.

Thank you for checking.

Pamela L. Gist  
Lukas, LaFuria, Gutierrez & Sachs, LLP  
(703) 584-8665

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**From:** Jill Vice <jvice@bluegrasscellular.com>  
**Sent:** Friday, June 28, 2019 12:27 PM  
**To:** Pamela Gist <pgist@fcclaw.com>; Leila Rezanavaz <lrezanavaz@fcclaw.com>  
**Subject:** FW: Fordsville FAA Determination

Good Afternoon Ladies -

Please confirm that this tower will not require FCC approval.

Thanks.

Jill Vice | Manager – Site Acquisition & Leasing  
Bluegrass Cellular | 2902 Ring Rd. | Elizabethtown, KY 42701  
Email: [jvice@bluegrasscellular.com](mailto:jvice@bluegrasscellular.com)  
Office: 270.765.6361 x3015 | Fax: 270.737.0580



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persons. If you have received this electronic mail transmission in error, please delete it from your system without copying it, and notify the sender by reply e-mail, so that our address record can be corrected.

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**From:** Leila Rezanavaz [<mailto:lrezanavaz@fcclaw.com>]

**Sent:** Tuesday, April 30, 2019 3:13 PM

**To:** Jill Vice <[jvice@bluegrasscellular.com](mailto:jvice@bluegrasscellular.com)>

**Cc:** Tim Ash <[tash@bluegrasscellular.com](mailto:tash@bluegrasscellular.com)>; Jason Underwood <[sjunderwood@bluegrasscellular.com](mailto:sjunderwood@bluegrasscellular.com)>

**Subject:** [EXTERNAL] Fordsville FAA Determination

This Message originated outside of Bluegrass Cellular.

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Attached please find the FAA Final Determination for Fordsville. Please notify me when the monopole reached its greatest height.

Leila Rezanavaz

Senior Consulting Engineer / Principal

Lukas, LaFuria, Gutierrez & Sachs

Desk: 703-584-8668

Cell: 703-927-3122

[Leila@fcclaw.com](mailto:Leila@fcclaw.com)

## TOWAIR Determination Results

### \*\*\* NOTICE \*\*\*

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

**Structure does not require registration. There are no airports within 8 kilometers (5 miles) of the coordinates you provided.**

#### **NAD83 Coordinates**

Latitude	37-38-29.4 north
Longitude	086-42-53.4 west

#### **Measurements (Meters)**

Overall Structure Height (AGL)	60.1
Support Structure Height (AGL)	57.9
Site Elevation (AMSL)	194.2

#### **Structure Type**

MTOWER - Monopole

#### **Tower Construction Notifications**

Notify Tribes and Historic Preservation Officers of your plans to build a tower.

**CLOSE WINDOW**

**Michael F. Plahovinsak, P.E.**

18301 State Route 161, Plain City, Ohio 43064

(614) 398-6250 - mike@mfpeng.com

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May 9, 2019

**Bluegrass Cellular**

Re: Proposed 190-ft Monopole  
Located in Ohio Co., KY: Fordsville  
MFP Project #: 23519-184 / TAPP Project Number: TP-17493

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication monopole. Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-G, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures". This Structure is to be fabricated by TransAmerican Power Products

I have designed this monopole to withstand a 3-sec. gusted wind speed of 90 mph (Vasd) as recommended by ANSI/TIA-222-G for Ohio Co., KY. The design also conforms to the requirements of the 2013 Kentucky Building Code for an equivalent ultimate wind speed of 116 mph (Vult).

This monopole has been designed to accommodate a theoretical fall radius. The upper 92' of the pole has been designed to meet the wind loads of the design, however, the lower portion of the pole has been designed with a minimum 10% extra capacity. Assuming the pole has been designed according to my design, and well maintained, in the event of a failure due to extreme wind and comparable appurtenance antenna load (winds in excess of the design wind load), it would yield/buckle at the 98' elevation. The yielded section would result in a maximum 92' fall radius, but would most likely remain connected and hang from the standing section.

The structure has been designed with all of the applicable factors as required by the code. A properly designed, constructed and maintained pole has never collapsed; monopoles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,

Michael F. Plahovinsak, P.E.



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**Michael F. Plahovinsak, P.E.**  
Sole Proprietor - Independent Engineer  
P.E. Licensed in 48 Jurisdictions



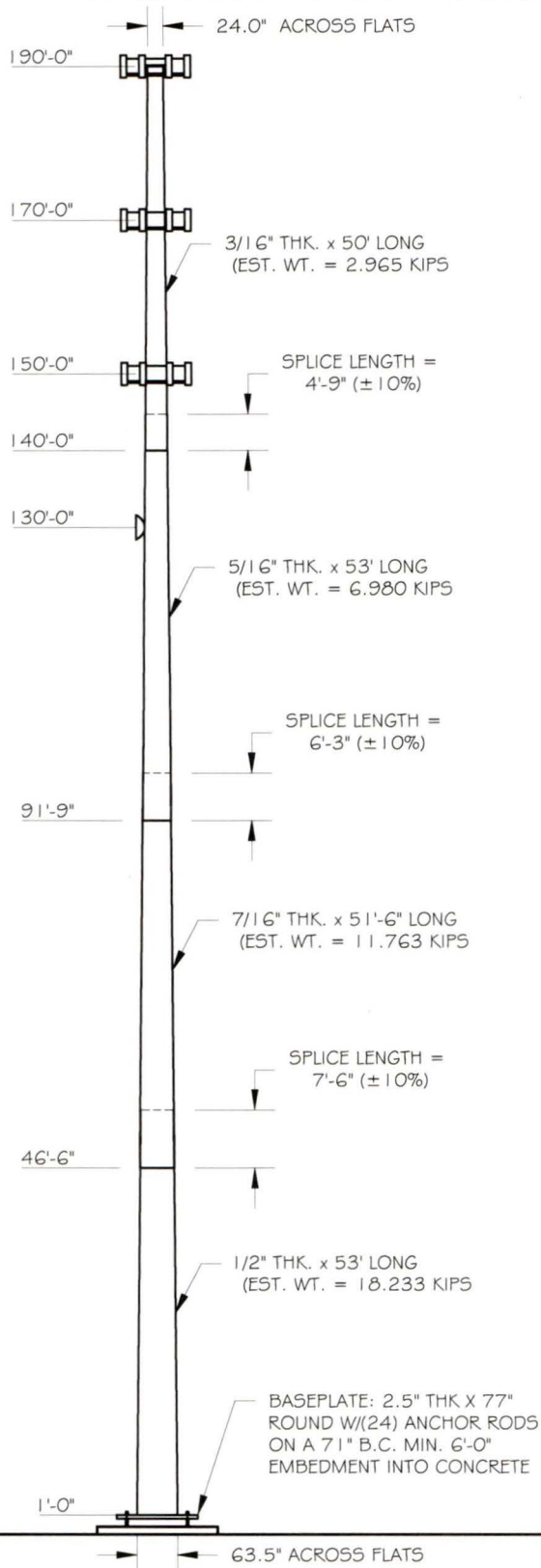




# TAPP

2427 Kelly Lane  
Houston, Texas 77066  
281-444-8277

QUALITY STEEL POLES. DELIVERED.



Page 1 of 2	Job Number: 23519-184
Eng: MFP	Customer Ref: TP-17493
	Date: 5/9/2019
Structure:	190-FT MONOPOLE
Site:	FORDSVILLE
Location:	OHIO CO., KY / 37°38'33", -86°42'46"
Owner:	BLUEGRASS CELLULAR
Revision No.:	Revision Date:

## DESIGN

Building Code: 2013 KENTUCKY BUILDING CODE			
Design Standard: ANSI/TIA-222-G			
Wind Speed Load Cases:		ASCE-7-05 WIND SPEED	
Load Case #1: 90 MPH Design Wind Speed - $V_{ASD}$ ( $V_{ULT}$ = 116 MPH)			
Load Case #2: 30 MPH Wind with 0.75" Ice Accumulation			
Load Case #3 60 MPH Service Wind Speed			
Structure Class	Exposure Cat.	Topography Cat.	Crest Height
II	C	3	260'

STRUCTURE MEETS THE MINIMUM REQUIREMENTS OF TIA-222-H

## EQUIPMENT LIST

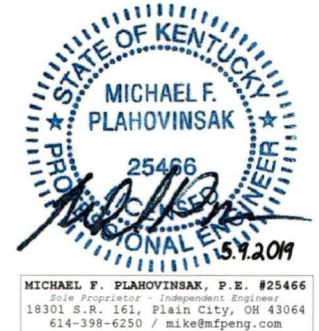
Elev.	Description
190	(12) KATHREIN 800-10965 ANTENNAS
190	12-FT PLATFORM WITH HANDRAIL
170	(12) KATHREIN 800-10965 ANTENNAS
170	12-FT PLATFORM WITH HANDRAIL
150	(12) KATHREIN 800-10965 ANTENNAS
150	12-FT PLATFORM WITH HANDRAIL
130	(1) HP-6 DISH
130	MICROWAVE MOUNT

ANTENNA FEED LINES ROUTED ON THE INSIDE OF THE POLE

POLE DESIGNED FOR A MAX 92-FT FALL RADIUS

## STRUCTURE PROPERTIES

Cross-Section: 18-Sided			Taper: 0.21892 in/ft		
Shaft Steel: ASTM A572 GR 65			Baseplate Steel: ASTM A572 GR 50		
Anchor Rods: 2.25 in. AG 15 GR. 75 X 7'-0" LONG					
Sect.	Length (ft)	Thickness (in)	Splice (ft)	Top Dia. (in)	Bot Dia. (in)
1	50.00	0.1875	4.75	24.00	34.95
2	53.00	0.3125	6.25	33.53	45.13
3	51.50	0.4375	7.50	43.14	54.41
4	53.00	0.5000	0.00	51.90	63.50



## BASE REACTIONS FOR FOUNDATION DESIGN

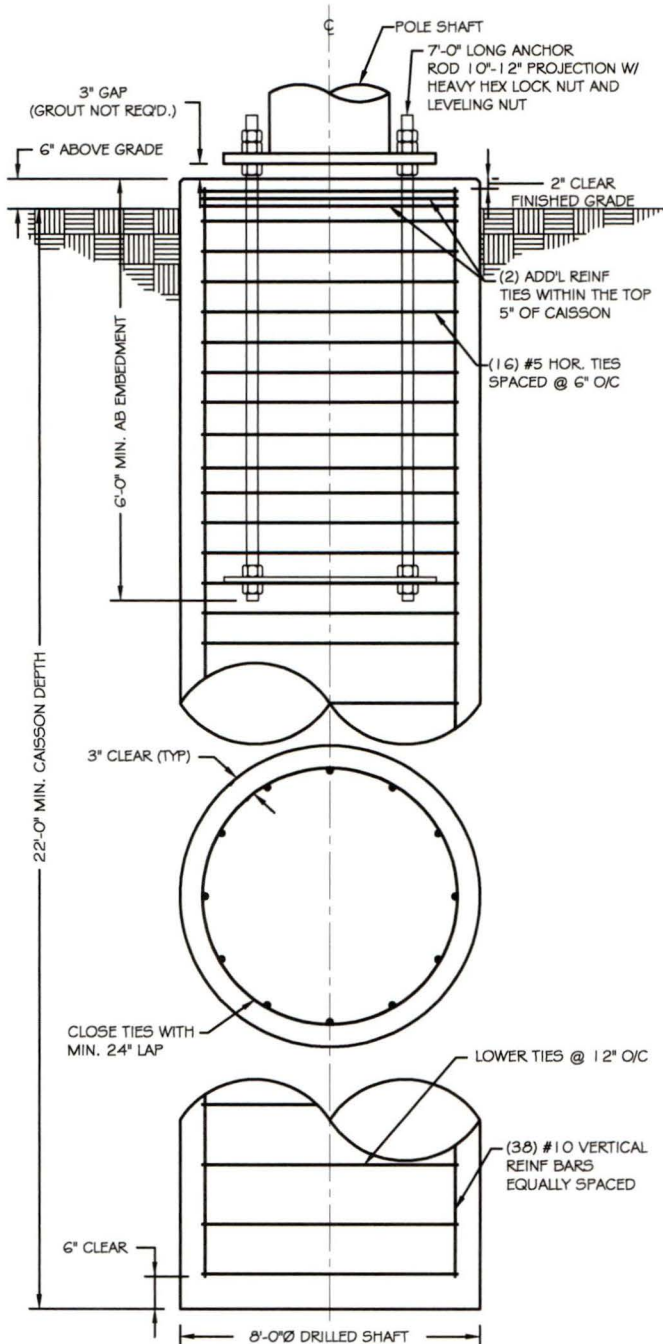
Moment: 8184 ft-kp  
Shear: 66 kip  
Axial: 68 kip



# TAPP

2427 Kelly Lane  
Houston, Texas 77066  
281-444-8277

QUALITY STEEL POLES. DELIVERED.



## CAISSON FOUNDATION

NOT TO SCALE

Page 2 of 2	Job Number: 23519-184
Eng: MFP	Customer Ref: TP-17493
	Date: 5/9/2019
Structure: 190-FT MONOPOLE	
Site: FORDSVILLE	
Location: OHIO CO., KY / 37°38'33", -86°42'46"	
Owner: BLUEGRASS CELLULAR	
Revision No.: Revision Date:	

### FOUNDATION NOTES:

1. ALL FOUNDATION CONCRETE SHALL USE TYPE II CEMENT AND ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS. CONCRETE SHALL HAVE A MAXIMUM WATER/CEMENT RATIO OF 0.46 AND SHALL BE AIR ENTRAINED 6% ( $\pm 1.5\%$ ). ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI 318, "THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", LATEST EDITION.
2. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 VERTICAL BARS SHALL BE GRADE 60, AND TIES OR STIRRUPS SHALL BE A MINIMUM OF GRADE 40. THE PLACEMENT OF ALL REINFORCEMENT SHALL CONFORM TO ACI 315, "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", LATEST EDITION.
3. CAISSON FOUNDATION INSTALLATION SHALL BE IN ACCORDANCE WITH ACI 336, "STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF DRILLED PIERS", LATEST EDITION.
4. THE CONTRACTOR SHALL DETERMINE THE MEANS AND METHODS TO SUPPORT THE EXCAVATION DURING CONSTRUCTION. THE CONTRACTOR SHALL READ THE GEOTECHNICAL REPORT AND SHALL CONSULT THE GEOTECHNICAL ENGINEER AS NECESSARY PRIOR TO CONSTRUCTION.
5. FOUNDATION DESIGN IS BASED ON GEOTECHNICAL REPORT BY:  
ENGINEER: TERRACON  
REPORT NO.: 57195019 (DATED 4/4/19)
6. ESTIMATED CONCRETE VOLUME = 42 CUBIC YARDS.
7. THE FOUNDATION HAS BEEN DESIGNED TO RESIST THE FOLLOWING FACTORED LOADS:  
MOMENT: 8184 FT\*KIPS  
SHEAR: 66 KIPS  
AXIAL: 68 KIPS





<b>tnxTower</b>  <b>Michael F. Plahovinsak, PE</b> 18301 State Route 161 Plain City, OH 4364 Phone: 614-398-6250 FAX: mike@mfpeng.com	<b>Job</b>	190-ft Monopole - MFP #23519-184 r2	<b>Page</b>	1 of 6
	<b>Project</b>	Fordsville	<b>Date</b>	12:59:32 05/09/19
	<b>Client</b>	TP-17493	<b>Designed by</b>	JC

## Tower Input Data

The tower is a monopole.

This tower is designed using the TIA-222-G standard.

The following design criteria apply:

Tower is located in Ohio County, Kentucky.

Basic wind speed of 90 mph.

Structure Class II.

Exposure Category C.

Topographic Category 3.

Crest Height 260.00 ft.

Nominal ice thickness of 0.7500 in.

Ice thickness is considered to increase with height.

Ice density of 56 pcf.

A wind speed of 30 mph is used in combination with ice.

Temperature drop of 50 °F.

Deflections calculated using a wind speed of 60 mph.

A non-linear (P-delta) analysis was used.

Pressures are calculated at each section.

Stress ratio used in pole design is 1.

Local bending stresses due to climbing loads, feed line supports, and appurtenance mounts are not considered.

## Tapered Pole Section Geometry

Section	Elevation ft	Section Length ft	Splice Length ft	Number of Sides	Top Diameter in	Bottom Diameter in	Wall Thickness in	Bend Radius in	Pole Grade
L1	190.00-140.00	50.00	4.75	18	24.0000	34.9500	0.1875	0.7500	A572-65 (65 ksi)
L2	140.00-91.75	53.00	6.25	18	33.5348	45.1300	0.3125	1.2500	A572-65 (65 ksi)
L3	91.75-46.50	51.50	7.50	18	43.1376	54.4100	0.4375	1.7500	A572-65 (65 ksi)
L4	46.50-1.00	53.00		18	51.8934	63.5000	0.5000	2.0000	A572-65 (65 ksi)

## Tapered Pole Properties

Section	Tip Dia. in	Area in <sup>2</sup>	I in <sup>4</sup>	r in	C in	I/C in <sup>3</sup>	J in <sup>4</sup>	I/Q in <sup>2</sup>	w in	w/t
L1	24.3413	14.1714	1015.2211	8.4534	12.1920	83.2694	2031.7780	7.0871	3.8940	20.768
L2	35.4602	20.6880	3158.4838	12.3407	17.7546	177.8966	6321.1236	10.3460	5.8212	31.046
	35.0591	32.9523	4594.9577	11.7939	17.0357	269.7260	9195.9616	16.4793	5.3521	17.127
	45.7780	44.4534	11280.7318	15.9102	22.9260	492.0489	22576.3072	22.2309	7.3929	23.657
L3	45.1247	59.2945	13658.7260	15.1585	21.9139	623.2900	27335.4245	29.6529	6.8222	15.594
	55.1819	74.9476	27582.9070	19.1602	27.6403	997.9243	55202.1083	37.4809	8.8062	20.128
L4	54.2846	81.5613	27216.7499	18.2447	26.3618	1032.4297	54469.3124	40.7884	8.2532	16.506
	64.4025	99.9810	50134.4235	22.3650	32.2580	1554.1702	100334.815	50.0000	10.2960	20.592

<b>tnxTower</b>  <b>Michael F. Plahovinsak, PE</b> 18301 State Route 161 Plain City, OH 4364 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	190-ft Monopole - MFP #23519-184 r2	Page 2 of 6
	Project	Fordsville	Date 12:59:32 05/09/19
	Client	TP-17493	Designed by JC

### Feed Line/Linear Appurtenances - Entered As Area

Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement ft	Total Number		C <sub>A</sub> A <sub>A</sub> ft <sup>2</sup> /ft	Weight plf
1 5/8"	C	No	Yes	Inside Pole	190.00 - 1.00	18	No Ice	0.00	0.92
							1/2" Ice	0.00	0.92
							1" Ice	0.00	0.92
1 5/8"	C	No	Yes	Inside Pole	170.00 - 1.00	18	No Ice	0.00	0.92
							1/2" Ice	0.00	0.92
							1" Ice	0.00	0.92
1 5/8"	C	No	Yes	Inside Pole	150.00 - 1.00	18	No Ice	0.00	0.92
							1/2" Ice	0.00	0.92
							1" Ice	0.00	0.92
1 5/8"	B	No	Yes	Inside Pole	130.00 - 1.00	2	No Ice	0.00	0.92
							1/2" Ice	0.00	0.92
							1" Ice	0.00	0.92

### Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft		C <sub>A</sub> A <sub>A</sub> Front ft <sup>2</sup>	C <sub>A</sub> A <sub>A</sub> Side ft <sup>2</sup>	Weight K
(4) Kathrein 800-10965 w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	190.00	No Ice	13.94	7.51	0.13
						1/2" Ice	14.52	8.72	0.23
						1" Ice	15.08	9.66	0.33
(4) Kathrein 800-10965 w/ mount pipe	B	From Face	3.00 0.00 0.00	0.0000	190.00	No Ice	13.94	7.51	0.13
						1/2" Ice	14.52	8.72	0.23
						1" Ice	15.08	9.66	0.33
(4) Kathrein 800-10965 w/ mount pipe	C	From Face	3.00 0.00 0.00	0.0000	190.00	No Ice	13.94	7.51	0.13
						1/2" Ice	14.52	8.72	0.23
						1" Ice	15.08	9.66	0.33
12' Platform w/ Handrail	C	None		0.0000	190.00	No Ice	26.00	26.00	1.80
						1/2" Ice	28.00	28.00	2.60
						1" Ice	30.00	30.00	3.40
**									
(4) Kathrein 800-10965 w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice	13.94	7.51	0.13
						1/2" Ice	14.52	8.72	0.23
						1" Ice	15.08	9.66	0.33
(4) Kathrein 800-10965 w/ mount pipe	B	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice	13.94	7.51	0.13
						1/2" Ice	14.52	8.72	0.23
						1" Ice	15.08	9.66	0.33
(4) Kathrein 800-10965 w/ mount pipe	C	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice	13.94	7.51	0.13
						1/2" Ice	14.52	8.72	0.23
						1" Ice	15.08	9.66	0.33
12' Platform w/ Handrail	C	None		0.0000	170.00	No Ice	26.00	26.00	1.80
						1/2" Ice	28.00	28.00	2.60
						1" Ice	30.00	30.00	3.40
**									
(4) Kathrein 800-10965 w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	150.00	No Ice	13.94	7.51	0.13
						1/2" Ice	14.52	8.72	0.23
						1" Ice	15.08	9.66	0.33
(4) Kathrein 800-10965 w/ mount pipe	B	From Face	3.00 0.00 0.00	0.0000	150.00	No Ice	13.94	7.51	0.13
						1/2" Ice	14.52	8.72	0.23
						1" Ice	15.08	9.66	0.33
(4) Kathrein 800-10965 w/ mount pipe	C	From Face	3.00 0.00 0.00	0.0000	150.00	No Ice	13.94	7.51	0.13

<b>tnxTower</b>  <b>Michael F. Plahovinsak, PE</b> 18301 State Route 161 Plain City, OH 4364 Phone: 614-398-6250 FAX: mike@mfpeng.com	<b>Job</b>	190-ft Monopole - MFP #23519-184 r2	<b>Page</b>	3 of 6
	<b>Project</b>	Fordsville	<b>Date</b>	12:59:32 05/09/19
	<b>Client</b>	TP-17493	<b>Designed by</b>	JC

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft	C <sub>A</sub> A <sub>A</sub> Front ft <sup>2</sup>	C <sub>A</sub> A <sub>A</sub> Side ft <sup>2</sup>	Weight K
mount pipe			0.00 0.00			1/2" Ice 14.52 1" Ice 15.08	8.72 9.66	0.23 0.33
12' Platform w/ Handrail	C	None		0.0000	150.00	No Ice 26.00 1/2" Ice 28.00 1" Ice 30.00	26.00 28.00 30.00	1.80 2.60 3.40
**								

### Dishes

Description	Face or Leg	Dish Type	Offset Type	Offsets: Horz Lateral Vert ft	Azimuth Adjustment °	3 dB Beam Width °	Elevation ft	Outside Diameter ft	Aperture Area ft <sup>2</sup>	Weight K
HP-6	A	Paraboloid w/Shroud (HP)	From Face	1.00 0.00 0.00	0.0000		130.00	6.00	No Ice 28.27 1/2" Ice 29.07 1" Ice 29.86	0.30 0.52 0.74

### Load Combinations

Comb. No.	Description
1	Dead Only
2	1.2 Dead+1.6 Wind 0 deg - No Ice
3	0.9 Dead+1.6 Wind 0 deg - No Ice
4	1.2 Dead+1.6 Wind 90 deg - No Ice
5	0.9 Dead+1.6 Wind 90 deg - No Ice
6	1.2 Dead+1.6 Wind 180 deg - No Ice
7	0.9 Dead+1.6 Wind 180 deg - No Ice
8	1.2 Dead+1.0 Ice+1.0 Temp
9	1.2 Dead+1.0 Wind 0 deg+1.0 Ice+1.0 Temp
10	1.2 Dead+1.0 Wind 90 deg+1.0 Ice+1.0 Temp
11	1.2 Dead+1.0 Wind 180 deg+1.0 Ice+1.0 Temp
12	Dead+Wind 0 deg - Service
13	Dead+Wind 90 deg - Service
14	Dead+Wind 180 deg - Service

### Maximum Member Forces

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
L1	190 - 140	Pole	Max Tension	8	0.00	-0.00	-0.00
			Max. Compression	8	-45.12	0.11	0.06
			Max. Mx	4	-12.88	-808.33	-0.45
			Max. My	6	-12.91	-0.69	-807.99
			Max. Vy	4	32.18	-808.33	-0.45
			Max. Vx	6	32.16	-0.69	-807.99
			Max. Torque	2			-0.01
			Max Tension	1	0.00	0.00	0.00
L2	140 - 91.75	Pole	Max. Compression	8	-61.81	2.88	1.66
			Max. Mx	4	-24.52	-2536.65	-25.23

<b>tnxTower</b>  <b>Michael F. Plahovinsak, PE</b> 18301 State Route 161 Plain City, OH 4364 Phone: 614-398-6250 FAX: mike@mfpeng.com	<b>Job</b>	190-ft Monopole - MFP #23519-184 r2	<b>Page</b>	4 of 6
	<b>Project</b>	Fordsville	<b>Date</b>	12:59:32 05/09/19
	<b>Client</b>	TP-17493	<b>Designed by</b>	JC

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
L3	91.75 - 46.5	Pole	Max. My	6	-24.61	-39.77	-2513.35
			Max. Vy	4	41.12	-2536.65	-25.23
			Max. Vx	6	40.40	-39.77	-2513.35
			Max. Torque	3			3.18
			Max Tension	1	0.00	0.00	0.00
			Max. Compression	8	-83.57	2.83	1.64
			Max. Mx	4	-41.42	-4513.65	-59.50
			Max. My	6	-41.47	-93.83	-4458.48
			Max. Vy	4	48.82	-4513.65	-59.50
			Max. Vx	6	48.10	-93.83	-4458.48
L4	46.5 - 1	Pole	Max. Torque	3			3.16
			Max Tension	1	0.00	0.00	0.00
			Max. Compression	8	-117.07	2.77	1.60
			Max. Mx	4	-68.42	-7364.80	-100.18
			Max. My	6	-68.43	-158.01	-7271.72
			Max. Vy	4	58.57	-7364.80	-100.18
			Max. Vx	6	57.87	-158.01	-7271.72
			Max. Torque	3			3.14

### Maximum Tower Deflections - Service Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	190 - 140	44.893	13	2.2607	0.0007
L2	144.75 - 91.75	25.028	13	1.7871	0.0009
L3	98 - 46.5	10.722	13	1.0767	0.0005
L4	54 - 1	3.142	13	0.5418	0.0002

### Critical Deflections and Radius of Curvature - Service Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
190.00	(4) Kathrein 800-10965 w/ mount pipe	13	44.893	2.2607	0.0025	29985
170.00	(4) Kathrein 800-10965 w/ mount pipe	13	35.673	2.0745	0.0026	7495
150.00	(4) Kathrein 800-10965 w/ mount pipe	13	27.093	1.8546	0.0024	3746
130.00	HP-6	13	19.745	1.5735	0.0020	3571

### Maximum Tower Deflections - Design Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	190 - 140	181.183	4	9.1388	0.0029
L2	144.75 - 91.75	101.137	4	7.2292	0.0012
L3	98 - 46.5	43.361	4	4.3568	0.0019
L4	54 - 1	12.706	4	2.1919	0.0008

<b>tnxTower</b>  <b>Michael F. Plahovinsak, PE</b> 18301 State Route 161 Plain City, OH 4364 Phone: 614-398-6250 FAX: mike@mfpeng.com	<b>Job</b>	190-ft Monopole - MFP #23519-184 r2	<b>Page</b>	5 of 6
	<b>Project</b>	Fordsville	<b>Date</b>	12:59:32 05/09/19
	<b>Client</b>	TP-17493	<b>Designed by</b>	JC

### Critical Deflections and Radius of Curvature - Design Wind

Elevation	Appurtenance	Gov. Load Comb.	Deflection	Tilt	Twist	Radius of Curvature
ft			in	°	°	ft
190.00	(4) Kathrein 800-10965 w/ mount pipe	4	181.183	9.1388	0.0130	7748
170.00	(4) Kathrein 800-10965 w/ mount pipe	4	144.041	8.3887	0.0125	1933
150.00	(4) Kathrein 800-10965 w/ mount pipe	4	109.467	7.5018	0.0114	960
130.00	HP-6	4	79.817	6.3658	0.0089	906

### Pole Design Data

Section No.	Elevation	Size	L	L <sub>u</sub>	Kl/r	A	P <sub>u</sub>	φP <sub>n</sub>	Ratio P <sub>u</sub> /φP <sub>n</sub>
	ft		ft	ft		in <sup>2</sup>	K	K	
L1	190 - 140 (1)	TP34.95x24x0.1875	50.00	0.00	0.0	20.0690	-12.88	1192.70	0.011
L2	140 - 91.75 (2)	TP45.13x33.5348x0.3125	53.00	0.00	0.0	43.0971	-24.52	2888.94	0.008
L3	91.75 - 46.5 (3)	TP54.41x43.1376x0.4375	51.50	0.00	0.0	72.6680	-41.42	5134.18	0.008
L4	46.5 - 1 (4)	TP63.5x51.8934x0.5	53.00	0.00	0.0	99.9810	-68.42	6944.95	0.010

### Pole Bending Design Data

Section No.	Elevation	Size	M <sub>ux</sub>	φM <sub>ux</sub>	Ratio M <sub>ux</sub> /φM <sub>ux</sub>	M <sub>uy</sub>	φM <sub>uy</sub>	Ratio M <sub>uy</sub> /φM <sub>uy</sub>
	ft		kip-ft	kip-ft		kip-ft	kip-ft	
L1	190 - 140 (1)	TP34.95x24x0.1875	808.33	828.96	0.975	0.00	828.96	0.000
L2	140 - 91.75 (2)	TP45.13x33.5348x0.3125	2536.78	2582.91	0.982	0.00	2582.91	0.000
L3	91.75 - 46.5 (3)	TP54.41x43.1376x0.4375	4514.04	5522.12	0.817	0.00	5522.12	0.000
L4	46.5 - 1 (4)	TP63.5x51.8934x0.5	7365.47	8996.42	0.819	0.00	8996.42	0.000

### Pole Shear Design Data

Section No.	Elevation	Size	Actual V <sub>u</sub>	φV <sub>n</sub>	Ratio V <sub>u</sub> /φV <sub>n</sub>	Actual T <sub>u</sub>	φT <sub>n</sub>	Ratio T <sub>u</sub> /φT <sub>n</sub>
	ft		K	K		kip-ft	kip-ft	
L1	190 - 140 (1)	TP34.95x24x0.1875	32.18	596.35	0.054	0.00	1661.33	0.000
L2	140 - 91.75 (2)	TP45.13x33.5348x0.3125	41.13	1444.47	0.028	0.54	5177.76	0.000
L3	91.75 - 46.5 (3)	TP54.41x43.1376x0.4375	48.83	2567.09	0.019	0.53	11071.67	0.000
L4	46.5 - 1 (4)	TP63.5x51.8934x0.5	58.57	3472.48	0.017	0.53	18036.42	0.000

<b>tnxTower</b>  <b>Michael F. Plahovinsak, PE</b> 18301 State Route 161 Plain City, OH 4364 Phone: 614-398-6250 FAX: mike@mfpeng.com	<b>Job</b>	190-ft Monopole - MFP #23519-184 r2	<b>Page</b>	6 of 6
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	<b>Client</b>	TP-17493	<b>Designed by</b>	JC

### Pole Interaction Design Data

Section No.	Elevation ft	Ratio $P_u$	Ratio $M_{ux}$	Ratio $M_{uy}$	Ratio $V_u$	Ratio $T_u$	Comb. Stress Ratio	Allow. Stress Ratio	Criteria
L1	190 - 140 (1)	0.011	0.975	0.000	0.054	0.000	0.989	1.000	4.8.2 ✓
L2	140 - 91.75 (2)	0.008	0.982	0.000	0.028	0.000	0.991	1.000	4.8.2 ✓
L3	91.75 - 46.5 (3)	0.008	0.817	0.000	0.019	0.000	0.826	1.000	4.8.2 ✓
L4	46.5 - 1 (4)	0.010	0.819	0.000	0.017	0.000	0.829	1.000	4.8.2 ✓

### Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	$\phi P_{allow}$ K	% Capacity	Pass Fail
L1	190 - 140	Pole	TP34.95x24x0.1875	1	-12.88	1192.70	98.9	Pass
L2	140 - 91.75	Pole	TP45.13x33.5348x0.3125	2	-24.52	2888.94	99.1	Pass
L3	91.75 - 46.5	Pole	TP54.41x43.1376x0.4375	3	-41.42	5134.18	82.6	Pass
L4	46.5 - 1	Pole	TP63.5x51.8934x0.5	4	-68.42	6944.95	82.9	Pass
							Summary	
							Pole (L2)	99.1 Pass
							<b>RATING =</b>	<b>99.1 Pass</b>



## Stiffened or Unstiffened, UngROUTed, Circular Base Plate - Any Rod Material

**TIA Rev G** Assumption: Clear space between bottom of leveling nut and top of concrete **not** exceeding (1)\*(Rod Diameter)

### Site Data

Job #	23519-184
Site Name:	FORDSVILLE OHIO CO., KY
Pole Manufacturer:	Other

### Anchor Rod Data

Qty:	24	
Diam:	2.25	in
Rod Material:	A615-J	
Strength (Fu):	100	ksi
Yield (Fy):	75	ksi
Bolt Circle:	71	in

### Plate Data

Diam:	77	in
Thick:	2.5	in
Grade:	50	ksi
Single-Rod B-eff:	8.40	in

### Stiffener Data (Welding at both sides)

Config:	0	*
Weld Type:	Fillet	
Groove Depth:	0.25	<-- Disregard
Groove Angle:	45	<-- Disregard
Fillet H. Weld:	0.25	in
Fillet V. Weld:	0.3125	in
Width:	5	in
Height:	18	in
Thick:	0.75	in
Notch:	0.5	in
Grade:	36	ksi
Weld str.:	70	ksi

### Pole Data

Diam:	63.5	in
Thick:	0.5	in
Grade:	65	ksi
# of Sides:	18	"0" IF Round
Fu	80	ksi
Reinf. Fillet Weld	0	"0" if None

### Reactions

Mu:	7365	ft-kips
Axial, Pu:	68	kips
Shear, Vu:	59	kips
Eta Factor, $\eta$	0.5	TIA G (Fig. 4-4)

If No stiffeners, Criteria: AISC LRFD <-Only Applicable to Unstiffened Cases

### Anchor Rod Results

Max Rod ( $C_u + V_u/\eta$ ): 215.2 Kips  
 Allowable Axial,  $\Phi^*F_u^*A_{net}$ : 260.0 Kips  
 Anchor Rod Stress Ratio: 82.8% **Pass**

Rigid
AISC LRFD
$\phi^*T_n$

### Base Plate Results

Base Plate Stress: 37.2 ksi  
 Allowable Plate Stress: 45.0 ksi  
 Base Plate Stress Ratio: 82.6% **Pass**

### Flexural Check

Rigid
AISC LRFD
$\phi^*F_y$
Y.L. Length:
31.76

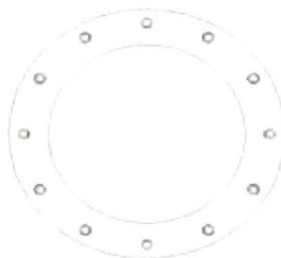
n/a

### Stiffener Results

Horizontal Weld : n/a  
 Vertical Weld: n/a  
 Plate Flex+Shear,  $f_b/F_b + (f_v/F_v)^2$ : n/a  
 Plate Tension+Shear,  $f_t/F_t + (f_v/F_v)^2$ : n/a  
 Plate Comp. (AISC Bracket): n/a

### Pole Results

Pole Punching Shear Check: n/a



\* 0 = none, 1 = every bolt, 2 = every 2 bolts, 3 = 2 per bolt

\*\* Note: for complete joint penetration groove welds the groove depth must be exactly 1/2 the stiffener thickness for calculation purposes

<b>Michael F. Plahovinsak, P.E.</b> 18301 State Route 161 W Plain City, OH 43064 Phone: 614-398-6250 email: mike@mfpeng.com	Job	190-ft monopole - MFP #23519-184	Page	FND
	Project	Fordsville	Date	5/9/2019
	Client	TAPP TP-17493	Designed by	Mike

## Caisson Calculation

According to ANSI/TIA-222-G

- Foundation overturning resistance calculated with PLS Caisson, for Brom's method for rigid piles. Soil layers modeled after recommendations from the geotechnical report.
- Cohesion strength for the upper 24 ft has been reduced by 50%
- In lieu of a soil resistance factor  $f_s = 0.75$  (TIA-9.4.1) an additional safety factor against soil failure of 1.33 has been applied.
- Foundation is designed with a minimum safety factor resisting overturning of 2.0
- Foundation has been designed with factored loads per TIA-222-G.
- Geotechnical report indicates groundwater was not encountered within the depth of the foundation.

\*\*\* PIER PROPERTIES      CONCRETE STRENGTH (ksi) = 4.00      STEEL STRENGTH (ksi) = 60.00

DIAMETER (ft) = 8.000      DISTANCE FROM TOP OF PIER TO GROUND LEVEL (ft) = 0.50

*** SOIL PROPERTIES	LAYER	TYPE	THICKNESS (ft)	DEPTH AT TOP OF LAYER (ft)	DENSITY (pcf)	CU (psf)	KP	PHI (degrees)
	1	S	4.00	0.00	100.0		1.000	-0.00
	2	C	1.00	4.00	110.0	562.0		
	3	C	9.50	5.00	125.0	1212.0		
	4	C	3.50	14.50	130.0	3000.0		
	5	C	10.00	18.00	130.0	6600.0		

\*\*\* DESIGN (FACTORED) LOADS AT TOP OF PIER      MOMENT (ft-k) = 8184.0      VERTICAL (k) = 68.0      SHEAR (k) = 66.0  
ADDITIONAL SAFETY FACTOR AGAINST SOIL FAILURE = 1.33

\*\*\* CALCULATED PIER LENGTH (ft) = 22.500

\*\*\* CHECK OF SOILS PROPERTIES AND ULTIMATE RESISTING FORCES ALONG PIER

TYPE	TOP OF LAYER BELOW TOP OF PIER (ft)	THICKNESS (ft)	DENSITY (pcf)	CU (psf)	KP	FORCE (k)	ARM (ft)
S	0.50	4.00	100.0		1.000	19.20	3.17
C	4.50	1.00	110.0	562.0		35.97	5.00
C	5.50	9.50	125.0	1212.0		736.89	10.25
C	15.00	3.50	130.0	3000.0		672.00	16.75
C	18.50	0.36	130.0	6600.0		152.16	18.68
C	18.86	3.64	130.0	6600.0		-1537.44	20.68

\*\*\* SHEAR AND MOMENTS ALONG PIER

DISTANCE BELOW TOP OF PIER (ft)	WITH THE ADDITIONAL SAFETY FACTOR		WITHOUT ADDITIONAL SAFETY FACTOR	
	SHEAR (k)	MOMENT (ft-k)	SHEAR (k)	MOMENT (ft-k)
0.00	78.8	9902.2	59.1	7426.7
2.25	75.1	10077.3	56.3	7558.0
4.50	59.6	10231.1	44.7	7673.4
6.75	-73.3	10241.7	-55.0	7681.3
9.00	-247.9	9880.3	-185.9	7410.2
11.25	-422.4	9126.2	-316.8	6844.7
13.50	-596.9	7979.5	-447.7	5984.6
15.75	-857.3	6407.9	-643.0	4805.9
18.00	-1289.3	3993.0	-967.0	2994.8
20.25	-950.4	1069.2	-712.8	801.9
22.50	0.0	0.0	0.0	0.0

\*\*\* TOTAL REINFORCEMENT PCT = 0.62      REINFORCEMENT AREA (in^2) = 44.88

\*\*\* USABLE AXIAL CAP. (k) = 65.0      USABLE MOMENT CAP. (ft-k) = 7901.6

For Design:

8-ft Diameter caisson x 22.5-ft long (22-ft Embedded with 0.5-ft above grade)  
Concrete strength = 4000 PSI @ 28 days. Estimated Concrete Volume = 42 CY3.  
(38) #10 Vertical Rebar. Steel Cross-Section = 48.26 in2





# Geotechnical Engineering Report

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**Proposed Replacement Cellular Tower at Fordsville, KY  
Fordsville, Ohio County, KY**

April 4, 2019

Terracon Project No. 57195019

**Prepared for:**

Bluegrass Cellular, Inc.  
Elizabethtown, Kentucky

**Prepared by:**

Terracon Consultants, Inc.  
Louisville, Kentucky



April 4, 2019

Bluegrass Cellular, Inc.  
2902 Ring Road  
Elizabethtown, Kentucky 42701



Attn: Mr. Tim Ash  
P: (270) 765-6361  
E: tash@bluegrasscellular.com

Re: Geotechnical Engineering Report  
Proposed Replacement Cellular Tower at Fordsville, KY  
415 Ridge Road  
Fordsville, Ohio County, KY  
Terracon Project No. 57195019

Dear Mr. Ash:

Terracon Consultants, Inc. (Terracon) has completed the Geotechnical Engineering Services for the proposed 190-foot replacement monopole tower at Fordsville, KY. The purpose of this report is to provide geotechnical recommendations for foundation design and earthwork considerations. This study was performed in general accordance with Kentucky RSA #3 Cellular General Partnership d/b/a Bluegrass Cellular Purchase Order PO-7143 dated February 18, 2019.

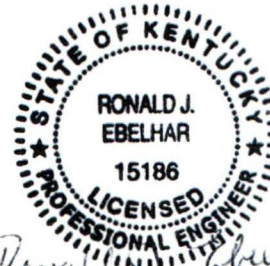
We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,  
**Terracon Consultants, Inc.**

A handwritten signature in black ink, appearing to read "Yibo Zhang".

Yibo Zhang, Ph.D., EIT  
Staff Engineer

Reviewed by Jenny Guest

A handwritten signature in black ink, appearing to read "Ronald J. Ebelhar".

Ronald J. Ebelhar, P.E., D.GE  
Senior Principal



## REPORT TOPICS

INTRODUCTION.....	1
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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 **GeoReport** logo will bring you back to this page. For more interactive features, please view your project online at [client.terracon.com](http://client.terracon.com).

## ATTACHMENTS

**EXPLORATION AND TESTING PROCEDURES**  
**PHOTOGRAPHY LOG**  
**SITE LOCATION AND EXPLORATION PLANS**  
**EXPLORATION RESULTS**  
**SUPPORTING INFORMATION**

**Note:** Refer to each individual Attachment for a listing of contents.

**Geotechnical Engineering Report**  
**Proposed Replacement Cellular Tower at Fordsville, KY**  
**415 Ridge Road**  
**Fordsville, Ohio County, KY**  
**Terracon Project No. 57195019**  
**April 4, 2019**

## INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed 190-foot monopole replacement tower to be located at 415 Ridge Road in Fordsville, Ohio County, KY. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil (and rock) conditions
- Groundwater conditions
- Site preparation and earthwork
- Foundation design and construction
- Seismic site classification per IBC

The geotechnical engineering Scope of Services for this project included the advancement of one test boring to a depth of 38 feet below existing site grades.

Maps showing the site and boring location are shown in the **Site Location** and **Exploration Plan** sections, respectively. The results of the laboratory testing performed on soil/rock samples obtained from the site during the field exploration are included on the boring log and/or as separate graphs in the **Exploration Results** section.

## SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly-available geologic and topographic maps.

Item	Description
Parcel Information	We have reviewed the information provided by Bluegrass, which included a 2C Certification prepared by Landmark Surveying Co., Inc. dated February 6, 2019. Based on review of a publicly-available aerial map and the information provided to us, the project is located at 415 Ridge Road in Fordsville, Ohio County, Kentucky.  Approximate Latitude/ Longitude: 37.641508°, -86.714833° (tower center) See <b>Site Location</b>



## Geotechnical Engineering Report

Proposed Replacement Cellular Tower at Fordsville, KY ■ Fordsville, Ohio County, KY  
April 4, 2019 ■ Terracon Project No. 57195019



Item	Description
Existing Improvements	<p>The project site for the proposed tower is located at a grassy area next to an existing Bluegrass tower compound. The site is approximately 310 feet west of Ridge Road, and approximately 1,770 feet north of Wallace Street.</p> <p>We have reviewed a geotechnical report for the existing structures on site, by Delta Oaks Group, dated February 14, 2019. Our exploration results are generally consistent with the information provided in the abovementioned report</p>
Current Ground Cover	Grass covered.
Existing Topography	<p>Based on review of USGS publicly-available existing topographic contours, the site downslopes (approximately 4H:1V) to the northwest across the existing tower compound and subject property. Based on the information provided by Landmark Surveying Co., Inc. (dated February 6, 2019), the ground surface elevation at the tower center is about 636.8 feet. We have considered this survey elevation in our boring log.</p>

## PROJECT DESCRIPTION

Our initial understanding of the project was discussed during project planning. 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 Structures	<p>A 190-foot-tall replacement monopole tower using swap-n-drop technique is planned at the subject property. Recommendations for deep foundation are provided for the tower.</p>
190-foot Monopole Tower: Maximum Loads	<p>The following loading conditions are anticipated at the tower.</p> <ul style="list-style-type: none"><li>■ Vertical: 62 kips (to be confirmed)</li><li>■ Shear: 43 kips (to be confirmed)</li><li>■ Moment: 5,660 kip-ft (to be confirmed)</li></ul> <p>These anticipated loads 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.</p>

## Geotechnical Engineering Report

Proposed Replacement Cellular Tower at Fordsville, KY ■ Fordsville, Ohio County, KY  
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Item	Description
<b>Maximum allowable settlement (assumed)</b>	<p>The following tolerable settlements are anticipated for the replacement tower:</p> <ul style="list-style-type: none"><li>■ 190-ft Monopole Tower Total: 1-inch (to be confirmed)</li></ul> <p>These anticipated tolerable settlements are based on experience with similar projects. If tolerable settlements vary from those stated above, Terracon should be contacted for review.</p>
<b>Grading/Slopes</b>	<p>Please see the <b>Site Conditions</b> for additional details regarding the existing site topography. Site grading plans were not provided at the time of this report. For the purposes of this report, we anticipate up to 5 feet of cuts and fills may be required. Terracon should be retained to review the topographic plan and grading plan upon availability relative to the recommendations contained in this report. We anticipate that any cut/fill slopes will be flatter than 3H:1V.</p>

## GEOTECHNICAL CHARACTERIZATION

### Regional Soil Geology

Formation	Description
<b>Tradewater and Caseyville Formations of Lower to Middle Pennsylvanian age <sup>1</sup></b>	<p>Shale, siltstone, sandstone, and coal</p> <p>Shale is gray to tan clay, shaly siltstone, and silty shale, with a few lenses of brown fine-grained argillaceous carbonaceous sandstone which range from a few inches to 5 feet in thickness. One or more discontinuous coal beds a few inches in thickness occur in this interval.</p> <p>Sandstone, massive, crossbedded, medium-grained quartzose; contains scattered seams of carbonaceous material and lenses of shaly siltstone and silty sandstone; characterized by abundant coarse white mica. Shale, gray and tan shaly siltstone interbedded with gray to red clay shale and thin sandstone beds. Some siltstone is carbonaceous. Several thin discontinuous coal beds occur in this interval.</p>

1. Based on the Geologic map of the Fordsville quadrangle, Kentucky published by U.S. Geological Survey (Quadrangle GQ-295).

The Tradewater and Caseyville Formations are reported to have a low to non-karst potential (e.g. may exhibit mature karst features, including sinkholes, springs, caves, or other solution features). Published karst potential maps prepared by the Kentucky Geological Survey do not indicate any



## Geotechnical Engineering Report

Proposed Replacement Cellular Tower at Fordsville, KY ■ Fordsville, Ohio County, KY

April 4, 2019 ■ Terracon Project No. 57195019



sinkholes mapped within 1-mile radius. No indications of karst activities were observed during our limited subsurface exploration.

### GeoModel – Subsurface Profile

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of site preparation and foundation options. Conditions encountered at each exploration point are indicated on the individual log. The individual log can be found in the **Exploration Results** section and the GeoModel can be found in the **Figures** section of this report.

As part of our analyses, we identified the following model layers within the subsurface profile. For a more detailed view of the model layer depths at the boring location, refer to the GeoModel.

Model Layer	Layer Name	General Description
1	Topsoil	Topsoil
2	Lean Clay	Orangish brown lean clay, trace sand, trace organic, medium stiff to stiff
3	Fat Clay	Brown fat clay interbedded with gray shale, trace sand, very stiff
4	Shale	Black to gray shale, completely weathered to unweathered, extremely weak to very weak
5	Sandstone interbedded with Shale	Gray sandstone interbedded with black shale, unweathered, very weak

Auger refusal was encountered at a depth of approximately 18 feet below existing grade at boring B-1 and the boring was extended using rock coring techniques (NX) to a depth of about 38 feet below existing grade. 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. Please note that auger refusal can result on slabs of unweathered shale and/or sandstone suspended in the residual soil matrix ("floaters") or on bedrock.

Sandstone interbedded with shale was encountered at about 31.3 feet below existing grade. Sample recovery in this bedrock was 100 percent. The quality of the core obtained in this bedrock is considered to be excellent with RQD value of 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**.

## **Groundwater Conditions**

The borehole was observed while drilling for the presence and level of groundwater. No groundwater was observed in the boring for the short duration that the borehole was open. Due to the relatively low permeability of the soils encountered in the boring, 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.

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the boring were performed. Therefore, groundwater levels during construction or at other times in the life of the structure may be higher or lower than the level at the time of our exploration. 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.

### **High-Plasticity Clays**

Based on our lab results, high-plasticity clays were encountered in our boring. Please refer to boring log for additional details. High-plasticity soils are potentially expansive and could adversely affect lightly-loaded building elements such as the floor slabs and pavements. Depending on the final grading plan, remedial measures may be implemented to limit swelling potential, such as over-excavation and replacement with low volume change (LVC) materials, treatment with a chemical admixture, etc.

### **Foundation Support**

The tower or other small structures can be supported by shallow foundation dimensioned for a net allowable soil bearing pressure of **2,500 psf**, bearing at or below frost depth of **24 inches** below surrounding grade. Shallow foundations should bear on undisturbed, at least stiff native cohesive soils or engineered fill or lean concrete placed directly on at least stiff native cohesive soils. If tension/uplift/rocking loading conditions control the design, deep foundations are likely required for the tower structure.



## Geotechnical Engineering Report

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Design parameters for deep foundations have been provided in later sections. Shale was encountered at a depth of 14.5 feet below existing grade, and auger refusal depth was 18 feet. We were not provided with the planned shaft diameter, and we are recommending a minimum shaft diameter of 30 inches. The minimum rock socket length should be at least 1.5 times the shaft diameter for the allowable end bearing to apply. Socket length should be lengthened as needed to provide sufficient resistance to support the structural loading conditions. Therefore, to mobilize the strength parameters recommended in the **Deep Foundations** section of our report, the shaft should be socketed a minimum of 4 feet below the auger refusal depth. A minimum tip depth of about 22 feet below existing grade is expected, but should be confirmed by probe holes. A test probe should be advanced during construction, to confirm that no voids or soil-filled seams are present in the shale within the influence of foundation bearing elevation.

Inspection of the bearing conditions should be performed by a geotechnical engineer or representative to identify any potential problematic 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 or lean concrete. Additional recommendations for design and construction of foundations are presented in the following sections.

### Shaft Excavation Caving 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 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 shaft installation depth. The casing should be carefully extracted from the drilled pier excavation following concrete placement.

The **General Comments** section provides an understanding of the report limitations.

## EARTHWORK

Earthwork is anticipated to 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.

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### 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. Earthwork activities on the project should be observed and evaluated by Terracon.

Prior to construction, 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 recompact to the project specified densities and moisture contents. Highly plastic, fat clays, encountered at the slab subgrade and foundation bearing elevation for the equipment building should be undercut and replaced with at least 2-feet of low volume change (LVC) 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.

Following rough grading, and prior to placement of foundations, the subgrade should be evaluated by proofrolling where possible to aid in locating unstable subgrade soils. Any soft, loose, or otherwise unsuitable areas identified during the proofroll will require undercutting or improvement. Where proofrolling is not possible, the subgrade should be evaluated by observation and probing to aid in locating unsuitable or unstable areas. 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 clay 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. Therefore, care should be taken during the site grading operation to provide adequate site drainage and minimize disturbance of the bearing soils.

### Fill Material Types

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.



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Fill Type <sup>1</sup>	USCS Classification	Acceptable Location for Placement
Fat Clay <sup>2</sup>	CH (LL>50%)	On-site available soil. Not recommended for use as structural fill within 2 feet of any structures (i.e. floor slabs and foundations).
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> (LL<40% & PI<15)	All locations and elevations

1. 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)
Compaction Requirements (Landscape Areas)	At least 95% of Standard Proctor maximum dry density (provided long-term plans do not include a structure in these areas)
Moisture Content - Cohesive Soils	For fat clay, within the range of the optimum moisture content (OMC) to 3% above OMC as determined by the Standard Proctor test at the time of placement and compaction For lean clay, within the range of $\pm 2\%$ of OMC as determined by the Standard Proctor test at the time of placement and compaction
Moisture Content - Granular Material <sup>2</sup>	Within workable moisture levels / $\pm 2\%$ of OMC

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ITEM	DESCRIPTION
1.	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**.

### 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.



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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; proofrolling; placement and compaction of controlled compacted fills; backfilling of excavations into the completed subgrade, and just prior to construction.

### Construction Observation and Testing

The earthwork efforts should be monitored under the direction of the Geotechnical Engineer. Monitoring should include documentation of adequate removal of vegetation and topsoil, proofrolling, and mitigation of areas delineated by the proofroll to require mitigation.

Each lift of compacted fill should be tested, evaluated, and reworked, as necessary, until approved by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one test for every 2,500 square feet of compacted fill in the building areas. One density and water content test should be performed for every 50 linear feet of compacted utility trench backfill.

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In areas of foundation excavations, the bearing subgrade should be evaluated under the direction of the Geotechnical Engineer. If unanticipated conditions are encountered, the Geotechnical Engineer should prescribe mitigation options.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

## SHALLOW FOUNDATIONS

If the site has been prepared in accordance with the requirements noted in **Earthwork**, the following design parameters are applicable for shallow foundations.

### Tower Shallow Mat Foundation Design Parameters

Parameter	Mat
Maximum net allowable bearing pressure on new engineered fill or lean concrete extending to at least stiff clay <sup>1</sup>	2,500 psf
Minimum foundation plan dimensions <sup>2</sup>	5 feet
Required bearing stratum <sup>3</sup>	Engineered fill or lean concrete extending to at least stiff clay
Ultimate coefficient of sliding friction	0.30
Ultimate passive pressure <sup>4</sup>	350 psf (below 3 feet)
Minimum embedment below finished grade for frost protection <sup>5</sup>	24 inches
Est. total settlement from structural loads <sup>6</sup>	< 1 inch

1. 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. Based on our understanding of the anticipated structural loading.
3. 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.
4. 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.
5. For perimeter footing and footings beneath unheated areas. Also to reduce the effects of seasonal moisture variations in the subgrade soils.

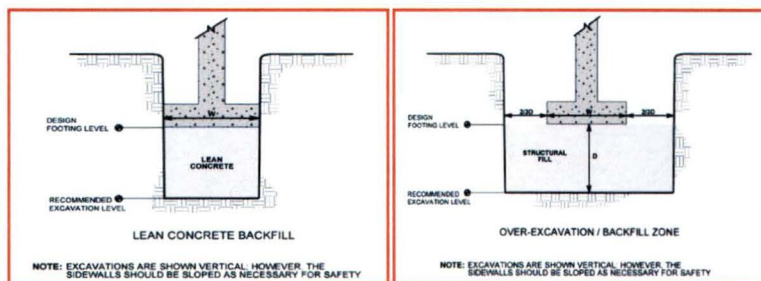


6. The foundation settlement will depend upon embedment depth of the footings, the quality of the earthwork operations, and conformance with soil improvement methods recommended in this report. The estimated settlements are based on recommended allowable bearing pressures, long-term settlement will depend on the quality and uniformity of the engineered fill placement. This settlement does not account for any ground movement associated with karst activity.

## Shallow 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 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.



## DEEP FOUNDATIONS

### Drilled Shaft Design Parameters

Drilled piers should be designed with a minimum shaft diameter of 30 inches to facilitate clean out and inspection of the bottom from the ground. The drilled shaft is recommended to be socketed into sound shale, and the shaft should be at a minimum tip depth of 22 feet below existing grades (4-foot socket into sound shale, or 4-feet below auger refusal). Due to the soil-filled voids encountered within the shale, a test probe should be advanced during construction, to confirm no voids or soil-filled seams in the shale within influence of foundation bearing elevation.

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 $\epsilon_{50} / k_{rm}$	Lateral Subgrade Modulus, $k$ (pci)	Model
0 – 2	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore
Lean Clay 2 – 5	350	--	1,125	110	$\epsilon_{50}$ 0.009	90	Lean clay, medium stiff to stiff
Fat Clay 5 – 14.5	500	--	2,425	125	$\epsilon_{50}$ 0.005	200	Fat clay interbedded with shale, very stiff
Weathered Shale 14.5 – 18	675	--	0	130	$k_{rm}$ 0.001	225	Weathered shale above auger refusal
Weathered Shale 18 – 25.9	790	80	6,600	130	$k_{rm}$ 0.004	530	Weathered shale below auger refusal, extremely weak (RQD= 9%)
Shale 25.9 – 31.3	1,370	6,000	12,100	130	$k_{rm}$ 0.004	980	Shale, very weak (RQD= 76%)



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Approximate Depth (feet)	Allowable Skin Friction (psf)	Allowable End Bearing Capacity (psf)	Undrained Shear Strength, c (psf)	Unit Weight (pcf)	Strain $\epsilon_{50} / k_{rm}$	Lateral Subgrade Modulus, k (pci)	Model
Sandstone interbedded with Shale 31.3 – 38	2,610	30,000	36,000	130	$k_{rm}$ 0.004	2,920	Sandstone interbedded with shale, very weak (RQD= 92%)

The above-indicated cohesion, lateral subgrade modulus and strain values have no factors of safety. The allowable skin friction has a factor of safety of 2. The allowable end bearing pressure provided in the table has an approximate factor of safety of 3. The parameters 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 4 feet into the sound shale (4 feet below auger refusal). If the drilled pier is designed using the above parameters and bear within the sound shale with a minimum socket length of 4 feet, settlement is anticipated to be about 1 inch or less.

Our recommendations provided in this section can be used to evaluate lateral capacity. Terracon is available to perform LPile analysis upon request.

### Drilled Shaft Construction Considerations

If groundwater seepage is encountered during the drilling for the drilled shaft, water should be removed from shaft 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 shaft to control seepage and/or caving soil, if encountered.

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

The bottom of the excavation should be inspected carefully by a qualified geotechnical engineer or representative for voids, clay layers within the shale, or any otherwise unsuitable bearing conditions.

Based on compressive strength and rock quality data, we expect that advancement of shafts 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.

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During foundation excavations, a geotechnical engineer or representative should be present to evaluate the subsurface soil conditions and investigate for the presence of subsurface voids that could affect the axial bearing/uplift or lateral capacity of the direct embed foundations. The actual bearing elevation at each direct embedment location should be determined in the field during construction through inspection by an authorized representative of the geotechnical engineer.

Where granular soils or raveling soils are encountered, mud/slurry or temporary casing may be required to stabilize the augered holes and/or to control groundwater seepage. Significant seepage could occur in case of excavations penetrating water-bearing sandy soil and/or weathered bedrock layers.

The bottom of the shaft should be free of loose soil or debris prior to reinforcing steel and concrete placement. We recommend that reinforcing steel and shaft 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.

If shaft concrete cannot be placed in dry conditions, a tremie should be used for concrete placement. Free-fall concrete placement in shafts 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 contractor's 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 shafts.

Bearing conditions of the drilled shaft foundations should be evaluated by a qualified geotechnical engineer at the time of construction to confirm suitable end bearing and to provide recommendations if unsuitable bearing materials are encountered. Entry of personnel into the drilled shaft foundations is not required and is strongly discouraged for this project. The evaluation of the shafts 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 shaft diameter to check for discontinuities in the bedrock that may require additional rock removal.
- The number of test holes at each shaft 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.



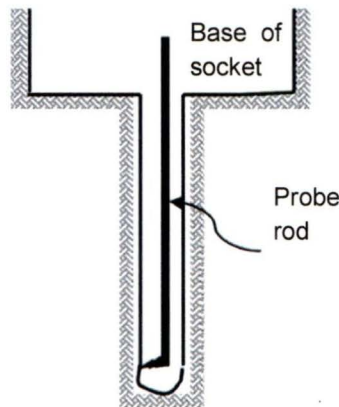
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- Prior to installation of the reinforcing steel cage, the base of each shaft should be sounded to check for voids or clay seams in the underlying bedrock. This could be done by dropping the drill rig Kelly bar onto the exposed bedrock surface at selected 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.

Use of probe holes and identification of cavities and seams along the sides and beneath the base is an essential part of the construction and inspection process. The presence of sound rock for a depth of at least 2 socket diameters below the bottom of the rock socket should be verified by probing, as illustrated by the figure below.



Rock probing (Brown 1990)

## SEISMIC CONSIDERATIONS

The seismic design requirements for buildings and other structures are based on Seismic Design Category. Site Classification is required to determine the Seismic Design Category for a structure. The Site Classification is based on the upper 100 feet of the site profile defined by a weighted average value of either shear wave velocity, standard penetration resistance, or undrained shear strength in accordance with Section 20.4 of ASCE 7 and the International Building Code (IBC). Based on the soil/bedrock properties encountered at the site and as described on the exploration log and results, it is our professional opinion that the **Seismic Site Classification is C**. Subsurface explorations at this site were extended to a maximum depth of 38 feet. The site properties below the boring depth to 100 feet were estimated based on our experience and

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knowledge of geologic conditions of the general area. Additional deeper borings or geophysical testing may be performed to confirm the conditions below the current boring depth.

## GENERAL COMMENTS

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 this 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 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.

## FIGURES

### Contents:

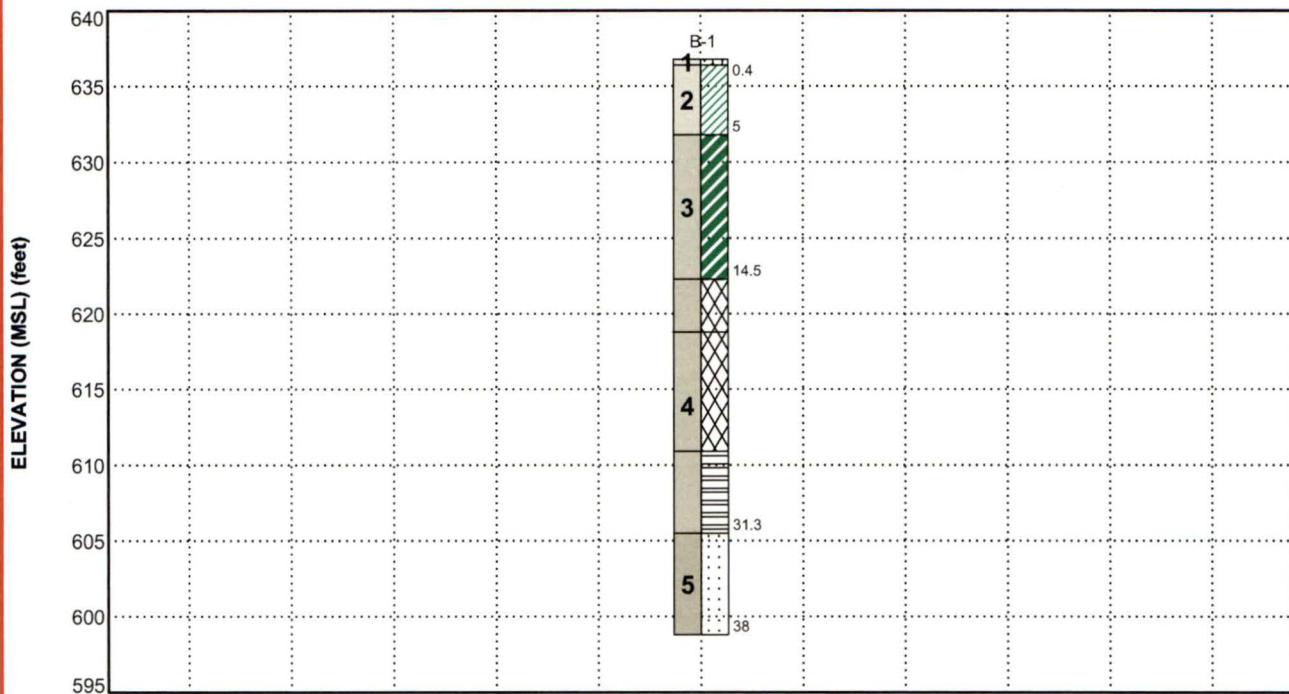
GeoModel



## GEOMODEL

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This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description
1	Topsoil	Topsoil
2	Lean Clay	Orangish brown lean clay, trace sand, trace organic, medium stiff to stiff
3	Fat Clay	Brown fat clay interbedded with gray shale, trace sand, very stiff
4	Shale	Black to gray shale, completely weathered to unweathered, extremely weak to very weak
5	Sandstone interbedded with Shale	Gray sandstone interbedded with black shale, unweathered, very weak

## LEGEND

Topsoil	Highly Weathered Shale
Lean Clay	Shale
Fat Clay	Sandstone

- First Water Observation
- Second Water Observation
- Third Water Observation

Groundwater levels are temporal. The levels shown are representative of the date and time of our exploration. Significant changes are possible over time. Water levels shown are as measured during and/or after drilling. In some cases, boring advancement methods mask the presence/absence of groundwater. See individual logs for details.

## NOTES:

Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project. Numbers adjacent to soil column indicate depth below ground surface.

## ATTACHMENTS

## EXPLORATION AND TESTING PROCEDURES

### Field Exploration

Number of Borings	Exploration Depth (feet)	Location
1	38	Tower

**Boring Layout and Elevations:** Bluegrass Cellular Inc. personnel provided the boring layout and staked the boring. Approximate elevation was obtained by Landmark Surveying Co., Inc. If elevation and a more precise boring layout are desired, we recommend boring be surveyed following completion of fieldwork.

**Subsurface Exploration Procedures:** We advanced the boring with a track-mounted rotary drill rig using continuous flight augers (hollow-stem). Four samples were obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. 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 is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring log at the test depths. We observed and recorded groundwater levels during drilling and sampling. For safety purposes, the boring was backfilled with auger cuttings after completion.

The sampling depths, penetration distances, and other sampling information was recorded on the field boring log. 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 log as part of the drilling operations. The field log included visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. Final boring log was prepared from the field log. The final boring log represent the Geotechnical Engineer's interpretation of the field log and include modifications based on observations and tests of the samples in our laboratory.

### Laboratory Testing

The project engineer reviewed the field data and assigned laboratory tests to 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 were 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.



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- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- 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 often included examination of soil samples by an engineer. Based on the material's texture and plasticity, we described and classified the soil samples in accordance with the Unified Soil Classification System.

Rock classification was conducted using locally accepted practices for engineering purposes; petrographic analysis may reveal other rock types. Rock core samples typically provide an improved specimen for this classification. Boring log rock classification was determined using the Description of Rock Properties.

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### PHOTOGRAPHY LOG



**PHOTO #1 – Rock core sample at B-1 from about 18 to 28 feet below existing grade  
(top of the core at upper left corner)**



**PHOTO #2 – Rock core sample at B-1 from about 28 to 38 feet below existing grade  
(bottom of the core at lower right corner)**

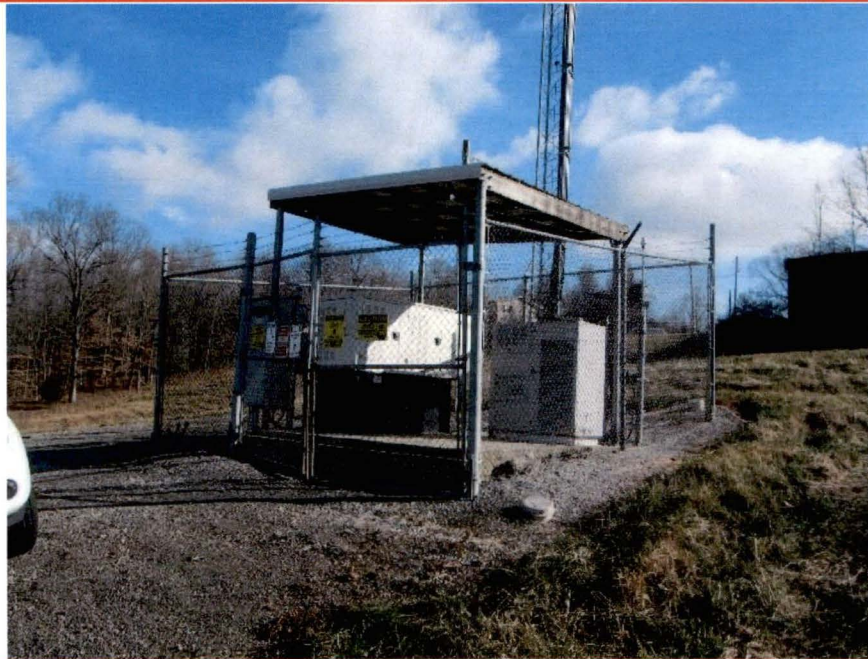


**Geotechnical Engineering Report**

Proposed Replacement Cellular Tower at Fordsville, KY ■ Fordsville, Ohio County, KY

April 4, 2019 ■ Terracon Project No. 57195019

**Terracon**  
**GeoReport**



**View of the existing compound facing east**



**View of the boring location after exploration**

## **SITE LOCATION AND EXPLORATION PLANS**

### **Contents:**

Site Location Plan  
Exploration Plan

Note: All attachments are one page unless noted above.



## SITE LOCATION

Proposed Replacement Cellular Tower at Fordsville, KY ■ Fordsville, Ohio County, KY  
April 4, 2019 ■ Terracon Project No. 57195019

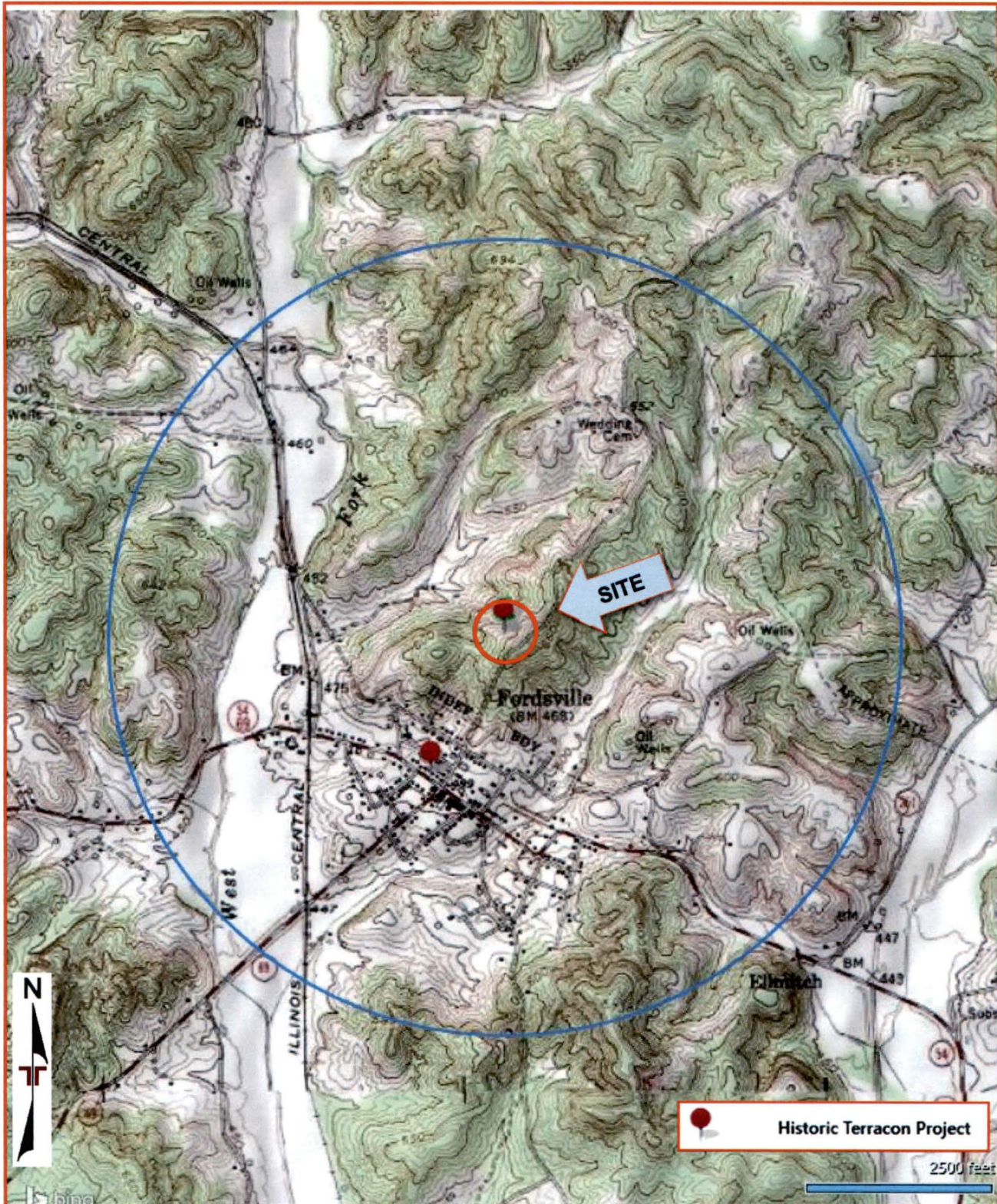


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



## EXPLORATION PLAN

Proposed Replacement Cellular Tower at Fordsville, KY ■ Fordsville, Ohio County, KY  
April 4, 2019 ■ Terracon Project No. 57195019

**Terracon**  
*GeoReport*

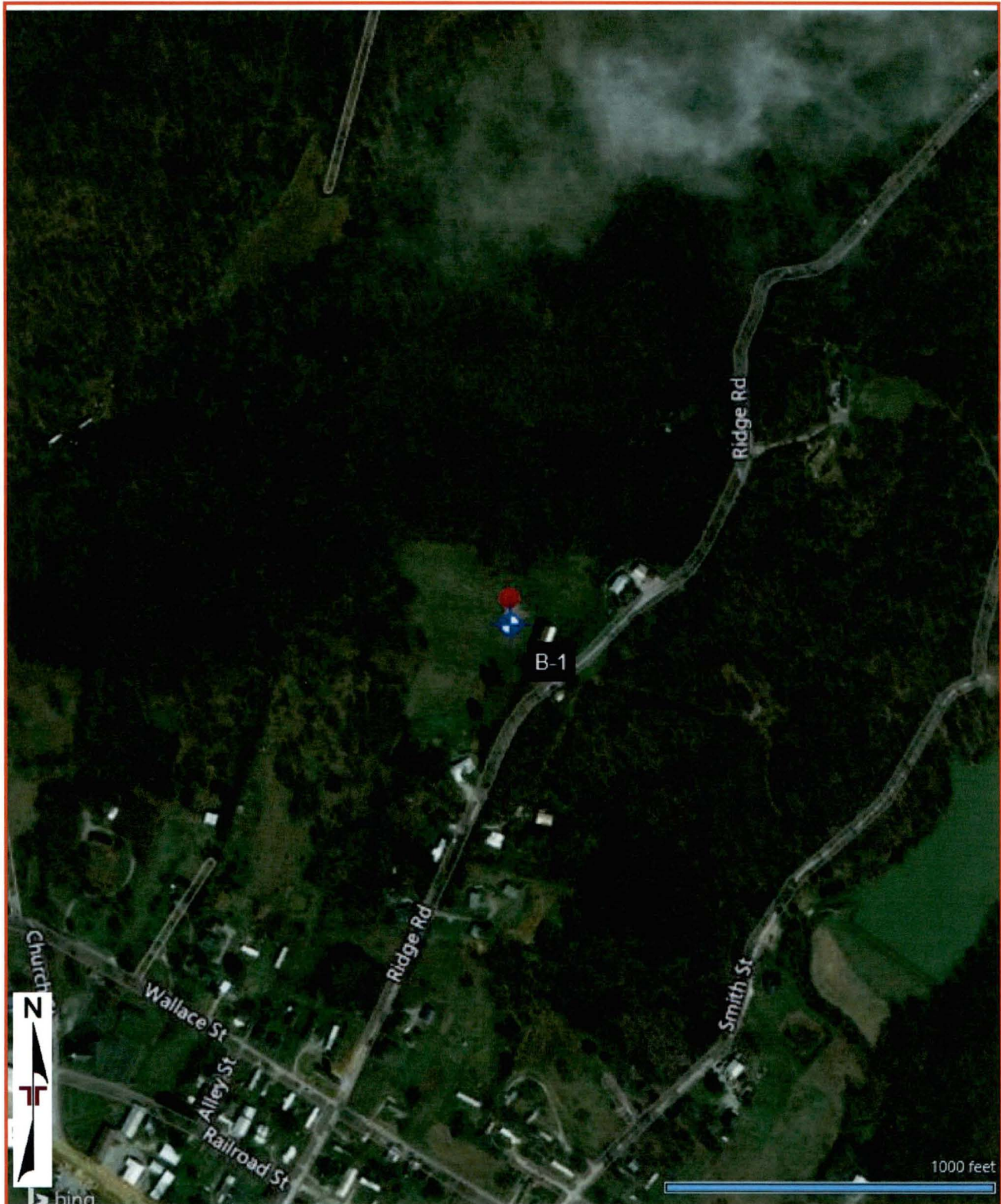


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

## **EXPLORATION RESULTS**

### **Contents:**

Boring Log (B-1)  
Atterberg Limits

Note: All attachments are one page unless noted above.

# BORING LOG NO. B-1

Page 1 of 1

**PROJECT:** Proposed Replacement Cellular Tower at  
Fordsville, KY

**CLIENT:** Bluegrass Cellular Partnership  
Elizabethtown, KY

**SITE:** 415 Ridge Road  
Fordsville, KY

MODEL LAYER	GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 37.6415° Longitude: -86.7148° Approximate Surface Elev.: 636.8 (Ft.) +/-	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	FIELD TEST RESULTS	Unconfined Compressive Strength (psi)	LABORATORY HP (tsf)	WATER CONTENT (%)	ATTERBERG LIMITS LL-PL-PI
1	0.4	<b>TOPSOIL</b>	636.5+/-								
2	5.0	<b>LEAN CLAY (CL)</b> , trace sand, orangish brown, medium stiff to stiff, trace organic	632+/-		X	18	1-2-5 N=7		0.75 (HP)	19	33-19-14
					X	10	1-3-6 N=9		1.5 (HP)	22	
		<b>FAT CLAY (CH)</b> , trace sand, brown, very stiff, interbedded with gray shale			X	14	2-7-11 N=18		3.0 (HP)	18	50-25-25
3	14.5		622.5+/-		X	18	5-7-10 N=17		3.0 (HP)	19	
		<b>SHALE</b> , black, laminated bedding, completely weathered, extremely weak, with water staining			X	6	6-11-19 N=30		2.25 (HP)	23	
	18.0	<b>Auger Refusal at 18 feet</b>	619+/-								
4	25.9	- brown clay layer, 3-inch thick	611+/-			96	RQD=9%	60			
		<b>SHALE</b> , gray, laminated bedding, unweathered, very weak									
	31.3		605.5+/-			60	RQD=76%	200			
5		<b>SANDSTONE</b> , gray, very thin bedding, unweathered, very weak, interbedded with black shale				60	RQD=92%	540			
	38.0	<b>Boring Terminated at 38 Feet</b>	599+/-								

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
4-1/4 HSA

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:  
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by Landmark Surveying Co., Inc.

## WATER LEVEL OBSERVATIONS

Groundwater not encountered

**Terracon**  
13050 Eastgate Park Way, Ste 101  
Louisville, KY

Boring Started: 03-05-2019

Boring Completed: 03-05-2019

Drill Rig: Diedrich D50


Driller: Richard Carver

Project No.: 57195019

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 57195019 PROPOSED REPLACEMENT.GPJ MODEL LAYER.GPJ 4/2/19



## SUMMARY OF LABORATORY RESULTS

Borehole No.	Depth (ft.)	USCS Soil Class.	In-Situ Properties		Classification			Expansion Testing					Corrosivity			Remarks	
			Dry Density (pcf)	Water Content (%)	Passing #200 Sieve (%)	Atterberg Limits			Dry Density (pcf)	Water Content (%)	Surcharge (psf)	Expansion (%)	Expansion Index EI <sub>50</sub>	pH	Resistivity (ohm-cm)		Sulfates (ppm)
						LL	PL	PI									
B-1	1	CL		19		33	19	14									
B-1	4			22													2
B-1	6	CH		18		50	25	25									
B-1	9			19													2
B-1	14			23													2
<b>REMARKS</b> 1. Dry Density and/or moisture determined from one or more rings of a multi-ring sample. 2. Visual Classification. 3. Submerged to approximate saturation. 4. Expansion Index in accordance with ASTM D4829-95.      5. Air-Dried Sample																	
PROJECT: Proposed Replacement Cellular Tower at Fordsville, KY						 13050 Eastgate Park Way, Ste 101 Louisville, KY PH. 502-456-1256      FAX. 502-456-1278						PROJECT NUMBER: 57195019					
SITE: Fordsville Easton Road Fordsville, KY												CLIENT: Bluegrass Cellular Partnership Elizabethtown, KY					
												EXHIBIT: B-1					

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. SOIL PROPERTIES 57195019 PROPOSED REPLACEMENT CELLULAR TOWER AT FORDSVILLE, KY 4/2/19

## ASTM D4318



CLIENT: Bluegrass Cellular Partnership  
Elizabethtown, KY

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT.

## **SUPPORTING INFORMATION**

### **Contents:**

General Notes

Unified Soil Classification System

Description of Rock Properties






Note: All attachments are one page unless noted above.



# GENERAL NOTES

## DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

Proposed Replacement Cellular Tower at Fordsville, KY ■ Fordsville, KY  
April 4, 2019 ■ Terracon Project No. 57195019

SAMPLING	WATER LEVEL	FIELD TESTS
 Rock Core  Standard Penetration Test	 Water Initially Encountered  Water Level After a Specified Period of Time  Water Level After a Specified Period of Time  Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.	(N) Standard Penetration Test Resistance (Blows/Ft.) (HP) Hand Penetrometer (T) Torvane (DCP) Dynamic Cone Penetrometer (UC) Unconfined Compressive Strength (PID) Photo-Ionization Detector (OVA) Organic Vapor Analyzer

DESCRIPTIVE SOIL CLASSIFICATION
Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.
LOCATION AND ELEVATION NOTES
Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

STRENGTH TERMS				
RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance		CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength Qu, (tsf)	Standard Penetration or N-Value Blows/Ft.
Very Loose	0 - 3	Very Soft	less than 0.25	0 - 1
Loose	4 - 9	Soft	0.25 to 0.50	2 - 4
Medium Dense	10 - 29	Medium Stiff	0.50 to 1.00	4 - 8
Dense	30 - 50	Stiff	1.00 to 2.00	8 - 15
Very Dense	> 50	Very Stiff	2.00 to 4.00	15 - 30
		Hard	> 4.00	> 30

RELATIVE PROPORTIONS OF SAND AND GRAVEL		RELATIVE PROPORTIONS OF FINES	
Descriptive Term(s) of other constituents	Percent of Dry Weight	Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	<15	Trace	<5
With	15-29	With	5-12
Modifier	>30	Modifier	>12
GRAIN SIZE TERMINOLOGY		PLASTICITY DESCRIPTION	
Major Component of Sample	Particle Size	Term	Plasticity Index
Boulders	Over 12 in. (300 mm)	Non-plastic	0
Cobbles	12 in. to 3 in. (300mm to 75mm)	Low	1 - 10
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)	Medium	11 - 30
Sand	#4 to #200 sieve (4.75mm to 0.075mm)	High	> 30
Silt or Clay	Passing #200 sieve (0.075mm)		



Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>					Soil Classification	
					Group Symbol	Group Name <sup>B</sup>
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines <sup>C</sup>	$Cu \geq 4$ and $1 \leq Cc \leq 3$ <sup>E</sup>	GW	Well-graded gravel <sup>F</sup>	
			$Cu < 4$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ <sup>E</sup>	GP	Poorly graded gravel <sup>F</sup>	
		Gravels with Fines: More than 12% fines <sup>C</sup>	Fines classify as ML or MH	GM	Silty gravel <sup>F, G, H</sup>	
			Fines classify as CL or CH	GC	Clayey gravel <sup>F, G, H</sup>	
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines <sup>D</sup>	$Cu \geq 6$ and $1 \leq Cc \leq 3$ <sup>E</sup>	SW	Well-graded sand <sup>I</sup>	
			$Cu < 6$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ <sup>E</sup>	SP	Poorly graded sand <sup>I</sup>	
		Sands with Fines: More than 12% fines <sup>D</sup>	Fines classify as ML or MH	SM	Silty sand <sup>G, H, I</sup>	
			Fines classify as CL or CH	SC	Clayey sand <sup>G, H, I</sup>	
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots on or above "A"	CL	Lean clay <sup>K, L, M</sup>	
			$PI < 4$ or plots below "A" line <sup>J</sup>	ML	Silt <sup>K, L, M</sup>	
		Organic:	Liquid limit - oven dried	< 0.75	OL	Organic clay <sup>K, L, M, N</sup>
			Liquid limit - not dried			Organic silt <sup>K, L, M, O</sup>
	Silts and Clays: Liquid limit 50 or more	Inorganic:	$PI$ plots on or above "A" line	CH	Fat clay <sup>K, L, M</sup>	
			$PI$ plots below "A" line	MH	Elastic Silt <sup>K, L, M</sup>	
		Organic:	Liquid limit - oven dried	< 0.75	OH	Organic clay <sup>K, L, M, P</sup>
			Liquid limit - not dried			Organic silt <sup>K, L, M, Q</sup>
Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat	

<sup>A</sup> Based on the material passing the 3-inch (75-mm) sieve.

<sup>B</sup> If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

<sup>C</sup> 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.

<sup>D</sup> 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.

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

<sup>F</sup> If soil contains  $\geq 15\%$  sand, add "with sand" to group name.

<sup>G</sup> If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

<sup>H</sup> If fines are organic, add "with organic fines" to group name.

<sup>I</sup> If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.

<sup>J</sup> If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

<sup>K</sup> If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

<sup>L</sup> If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.

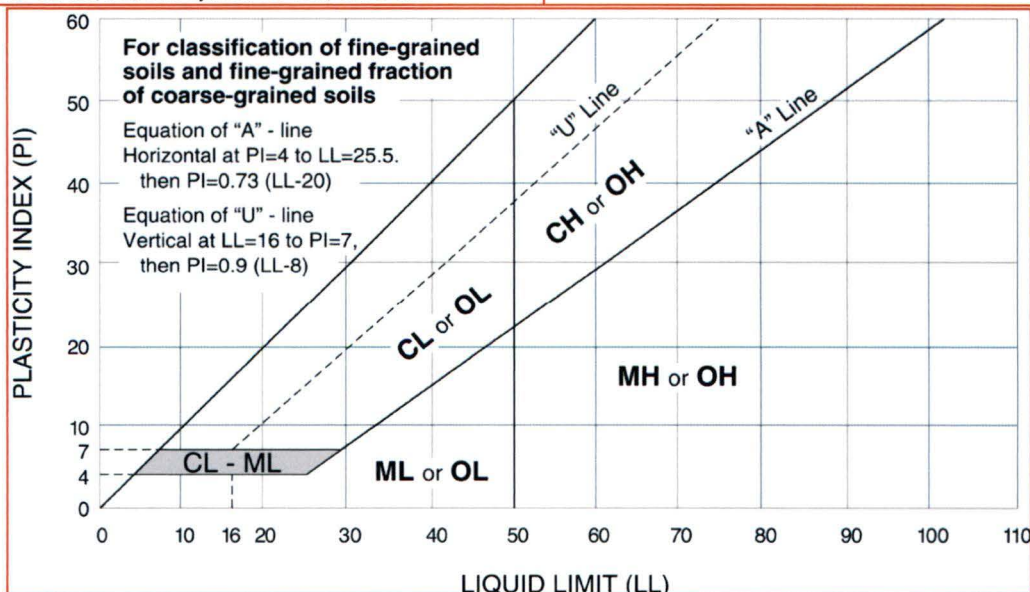
<sup>M</sup> If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.

<sup>N</sup>  $PI \geq 4$  and plots on or above "A" line.

<sup>O</sup>  $PI < 4$  or plots below "A" line.

<sup>P</sup> PI plots on or above "A" line.

<sup>Q</sup> PI plots below "A" line.





## DESCRIPTION OF ROCK PROPERTIES

WEATHERING	
Term	Description
<b>Unweathered</b>	No visible sign of rock material weathering, perhaps slight discoloration on major discontinuity surfaces.
<b>Slightly weathered</b>	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.
<b>Moderately weathered</b>	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.
<b>Highly weathered</b>	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.
<b>Completely weathered</b>	All rock material is decomposed and/or disintegrated to soil. The original mass structure is still largely intact.
<b>Residual soil</b>	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)
<b>Extremely weak</b>	Indented by thumbnail	40-150 (0.3-1)
<b>Very weak</b>	Crumbles under firm blows with point of geological hammer, can be peeled by a pocket knife	150-700 (1-5)
<b>Weak rock</b>	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)
<b>Medium strong</b>	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)
<b>Strong rock</b>	Specimen requires more than one blow of geological hammer to fracture it	7,000-15,000 (50-100)
<b>Very strong</b>	Specimen requires many blows of geological hammer to fracture it	15,000-36,000 (100-250)
<b>Extremely strong</b>	Specimen can only be chipped with geological hammer	>36,000 (>250)

DISCONTINUITY DESCRIPTION			
Fracture Spacing (Joints, Faults, Other Fractures)		Bedding Spacing (May Include Foliation or Banding)	
Description	Spacing	Description	Spacing
<b>Extremely close</b>	< ¼ in (<19 mm)	<b>Laminated</b>	< ½ in (<12 mm)
<b>Very close</b>	¼ in – 2-1/2 in (19 - 60 mm)	<b>Very thin</b>	½ in – 2 in (12 – 50 mm)
<b>Close</b>	2-1/2 in – 8 in (60 – 200 mm)	<b>Thin</b>	2 in – 1 ft. (50 – 300 mm)
<b>Moderate</b>	8 in – 2 ft. (200 – 600 mm)	<b>Medium</b>	1 ft. – 3 ft. (300 – 900 mm)
<b>Wide</b>	2 ft. – 6 ft. (600 mm – 2.0 m)	<b>Thick</b>	3 ft. – 10 ft. (900 mm – 3 m)
<b>Very Wide</b>	6 ft. – 20 ft. (2.0 – 6 m)	<b>Massive</b>	> 10 ft. (3 m)

Discontinuity Orientation (Angle): 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) <sup>1</sup>	
Description	RQD Value (%)
<b>Very Poor</b>	0 - 25
<b>Poor</b>	25 – 50
<b>Fair</b>	50 – 75
<b>Good</b>	75 – 90
<b>Excellent</b>	90 - 100

1. 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

# 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 Ohio County, Kentucky

#### **Fordsville**

From the Ohio County courthouse in downtown Hartford, Kentucky at the intersection of South Main Street (also known as U.S. Highway 231 and Kentucky Highway 69) and Washington Street: travel southeasterly on South Main Street for 0.9 miles to Kentucky Highway 69; turn left onto Kentucky Highway 69 and travel northeasterly for 18 miles to Main Street (Kentucky Highway 54) in downtown Fordsville; continue across Main Street onto Ridge Road and travel northeasterly for 0.4 miles to the tower access drive on the west side of the road at the top of a hill; turn left onto the access drive and travel northwesterly for 300 feet to the tower site on the side of a hill in a hay field. The address of the site is 415 Ridge Road, Fordsville, Kentucky 42343.

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

MAY 3, 2019  
Date



FORBESVILLE  
KENTUCKY

LEASE

This Lease is made and entered into this 1st day of July 1995, by and between Kentucky RSA #3 Cellular General Partnership, and Larry Malone, whose address is 225 Malone rd. Hodgenville, Kentucky 42748-9751, ("the Lessor") and a Kentucky general partnership with principal office and place of business located at 115 Williams Street, Elizabethtown, Kentucky 42701 (the "Lessee").

**WITNESSETH:**

1. **Leased Premises**. Upon the terms and conditions set forth in this Lease, and in consideration of the rents reserved herein and of the covenants, promises and agreements made on the part of the Lessee herein, the Lessor does hereby let, lease and demise to Lessee, TO HAVE AND TO HOLD, with all rights, privileges, easements and appurtenances, for the purpose set forth herein, certain real property located in Ohio County, Kentucky (hereinafter the "Leased Premises"), and more particularly described in **Exhibit A** attached hereto and made a part hereof by this reference as if fully set forth herein.

The lease is subject to the following terms and conditions:

2. **Term**. This Lease shall have an initial term of five (5) years (the "Initial Term"), commencing on the date of the execution of this Lease and ending on the fifth (5th) anniversary date of this Lease. The Lessee shall have the option, exercisable in its sole discretion, to renew this Lease, for up to five (5) additional terms of five-years each (individually, a "Renewal Term"). The Initial Term of the lease or any Renewal Term, shall automatically renew unless Lessee shall cancel the Lease by written notice to the Lessors thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Each Renewal Term, if any, shall be upon the same terms and conditions as are set forth in this Lease. The Initial Term and all Renewal Terms, if any, shall be collectively referred to herein as the "Term".

3. **Rent**. The Lessee shall pay to the Lessor rent for the Leased Premises in the sum of \$3,600.00 Dollars annually in advance on the first day of each lease year. All rental payments hereunder shall be sent to the Lessor at the address set forth in **Section 14** hereof.

4. **Use of Premises**. The Lessee shall be entitled to use, occupy and enjoy the Leased Premises for the purpose of erecting, constructing, maintaining and operating a communications tower system (the "Tower") thereon and for such other uses as the Lessee may deem necessary or appropriate in connection therewith.



5. **Taxes and Insurance** . The Lessor shall pay, without reimbursement from the Lessee, all ad valorem real estate property taxes and assessments which shall be assessed or imposed against or on the Leased Premises during the Term. The Lessee shall pay all charges for heat, water, gas, electricity, sewer use and any other utility used or consumed on the Leased Premises by the Lessee and its employees, officers, agents, contractors and invitees. The Lessee shall, at its own cost and expense, maintain and keep in full force and effect during the Term, public liability insurance with coverage in the amount of at least Five Hundred Thousand Dollars (\$500,000.00) per person for personal or bodily injury, disease or death and shall maintain property insurance on any property of the Lessee located on the Leased Premises.

6. **The Lessee's Property** . All of the equipment, towers, machinery and other property erected, constructed, installed or placed on the Leased Premises by or on behalf of the Lessee at any time shall be and shall remain the sole and exclusive property of the Lessee and Lessor hereby acknowledges, covenants and agrees that it does not have, and will not claim, and right, title or interest in or to any such equipment, towers, machinery or other property of the Lessee. Upon the expiration or other termination of the Term, the Lessee shall have the right to enter upon the Leased Premises for the purpose of dismantling and/or removing any or all equipment, towers, machinery and other property erected, constructed, installed or placed on the Leased Premises by the Lessee.

7. **Condemnation** . If any portion of the Leased Premises or any portion of the Lessor's property of which the Leased Premises is a part, shall be taken for public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, the Lessee shall have the option, exercisable in its sole discretion within sixty (60) days of such taking, to terminate this Lease by written notice to the Lessor, effective when such taking occurs. If the Lessee shall so elect to terminate this Lease, neither party shall have any further liability to the other hereunder. In the event there shall be a partial taking of the Leased Premises and the Lessee does not elect to terminate this Lease, the rent payable hereunder during the unexpired Term shall be reduced to such amount as is fair and equitable under all of the circumstances. In the event of any taking, the Lessor and the Lessee shall each be entitled to receive and retain separate awards and portion of lump sum awards as may be allocated to their respective interests by the court in any condemnation proceedings.

8. **Environmental Indemnity by the Lessor** . The Lessor shall indemnify and hold the Lessee harmless from and against any and all liabilities, costs, damages, obligations, penalties, claims, litigation, demands, proceedings, expenses (including, without limitation, court costs, experts' fees and attorneys, accountants and other professional fees), actions and causes of actions which may at any time be imposed upon, incurred by or asserted or awarded against the Lessee with respect to or arising in connection with the presence on, in or under any of the Leased Premises, or in the ground water thereunder, or surface water present or flowing thereon, or any hazardous, toxic or dangerous waste substance or material defined as such in, or for purposes of the Comprehensive Environmental Response Compensation and Liability Act, as amended, 43 U.S.C. 9601, *et. seq.* ("CERCLA"), in any so-called "Superfund" or "Superlien" law, or in any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree (whether now existing or hereafter enacted, promulgated or issued) (collectively referred to herein as "Environmental Laws"), or any judicial or administrative interpretation of any of the same (collectively "Hazardous Substances"). The Lessor hereby agrees that, notwithstanding the foregoing or any other provision of this Lease to the contrary, in the event evidence is submitted to the Lessee or the Lessee otherwise becomes aware that Hazardous Substances are, or are likely to be, present, in or under the Leased Premises, the ground water thereunder and/or surface water present or flowing thereon, the Lessee shall have the full right and authority to abandon the Leased Premises and have no further obligation to the Lessor hereunder. The parties hereto hereby agree that the terms of this Section 8 shall survive and remain in effect after the expiration or other termination of this Lease.

9. Environmental Indemnity by the Lessee . The Lessee shall indemnify and hold the Lessor harmless from and against all liabilities, costs, damages, obligations, penalties, claims, litigation, demands, proceedings, expenses (including, without limitation, court costs, experts' fees and attorneys, accountants and other professional fees), actions and causes of actions which may at any time be imposed upon, incurred by or asserted or awarded against the Lessor with respect to or arising in connection with the presence on, in or under any of the Leased Premises, or in the groundwater thereunder, or surface water present or flowing thereon, of any Hazardous Substances which is generated and/or disposed of by the Lessee upon the Leased Premises. The parties hereto hereby agree that the terms of this Section 9 shall survive and remain in effect after the expiration or other termination of this Lease.

10. Representation and Warranties of the Lessor . The Lessor hereby represents, warrants and covenants that:

(a) This Lease constitutes the valid obligation of the Lessor and is enforceable in accordance with its terms;

(b) The Lessor has good title to all of the Leased Premises free and clear of all claims, liens and encumbrances of every kind whatsoever and the Lessor has the lawful right to lease the Leased Premises to the Lessee in accordance with the terms hereof;

(c) There are no Hazardous Substances disposed of, stored or present on, in or under, the Leased Premises;

(d) No condition exists at the Leased Premises which would necessitate remedial action by the Lessor under CERCLA or any other Environmental Law;

(e) No liens have been asserted against any of the Leased Premises for all or any portion of the costs or expenses associated with the reclamation or cleanup of any waste disposal site or other property under CERCLA or any other Environmental Law;

(f) There are no pending or threatened claims, assessments or litigation against the Lessor with respect to any alleged noncompliance with any Environmental Law;

(g) There are no proceedings, or to the Lessor's knowledge, threats, to condemn the Leased Premises or any portion of the Lessor's property of which the Leased Premises is a part, or otherwise to take the Leased Premises or such other property for a public or quasi-public use; and

(h) The Leased Premises has access to a publicly dedicated highway via a 50' right-of-way easement (the "Right-of-Way") more particularly described in **Exhibit B** attached hereto and made a part hereof by this reference, and the Lessee, its employees, contractors, invitees and agents have full right and authority to utilize such Right-of-Way to access the Leased Premises pursuant to the Easement which has been executed and delivered by the Lessor contemporaneously with this Lease (the "Easement Agreement"); and



(i) The Leased Premises has access to all necessary utilities via the utility easement (the "Utility Easement") more particularly described in **Exhibit C** attached hereto and made a part hereof by this reference, and the Lessee, its employees, contractors, invitees and agents have full right and authority to utilize such Utility Easement to provide necessary utilities to the Leased Premises pursuant to the Easement Agreement.

11. **Quiet Enjoyment** . The Lessor covenants that upon the Lessee's payment of the rent and observing and performing all of the covenants and conditions contained in this Lease, the Lessee may peacefully and quietly enjoy the Leased Premises subject to the terms and conditions set forth in this Lease.

12. **Maintenance** . The Lessee shall maintain, at its sole cost and expense, all of its towers, machinery and equipment located on the Leased Premises.

13. **The Lessor's Right of Entry** . The Lessor and the Lessor's agents shall have the right to enter upon the Leased Premises at all reasonable times to examine the condition and the used thereof, provided that such rights will not be exercised in a manner which will interfere with the Lessee's use and enjoyment of the Leased Premises. The Lessor and the Lessor's agents shall enter the Leased Premises under this Section 13 at their own risk and the Lessor hereby releases the Lessee from any liability for injury to the Lessor, its agents or their property while they or their property are upon the Leased Premises. The Lessor shall be liable to the Lessee for any damage caused by the Lessee or its agents to the Lessee's towers, machinery or equipment located on the Leased Premises.

14. **Notices** . All notices, demands, requests or other communications required or permitted under this Lease shall be in writing and transmitted to the party to whom such notice, request, demand or other communication is intended to be delivered to by (a) personal delivery to such intended recipient, which personal delivery shall be evidenced by a written receipt therefore, signed by such recipient, or (b) recognized overnight courier service, with delivery fees prepaid, or (c) United States registered or certified mail, return receipt requested, postage prepaid, addressed to the intended recipient thereof, at the address set forth below or at such other address as either party shall furnish in writing to the other:

If to the Lessor:            Larry Malone  
   225 Malone Rd.  
   Hodgenville, Ky. 42748

Lessee:                            Partnership  
   115 Williams Street  
   Elizabethtown, Kentucky 42701  
   Attention: Ron Smith

With Copy to:                John E. Selent  
   Hirn Doheny Reed & Harper  
   2000 Meidinger Tower  
   Louisville, KY 40202

All such notices, demands, requests or other communications shall be effective (a) in the case of personal delivery, upon being personally delivered and properly receipted, (b) in the case of overnight courier service, upon being delivered by such service as shown in the books and records of such service; or (c) in the case of the United States Mail, upon being properly deposited in the United States Mail in accordance with the immediately preceding sentence; provided, however, that in the case of proper transmission of a notice, demand, request or other communication by the United States mail, the time period in which a response thereto must be given by the recipient thereof shall commence to run from the date of receipt on the return receipt of the notice, demand, request or other communication; and provided further, however, that if the intended recipient refuses delivery of any such notice, demand, request or other communication, or fails or neglects to accept delivery, it shall be deemed received on the date on which it was properly deposited in the United States mail.

15. Utilities. The Lessee may, at its sole cost and expense, relocate the existing utility lines (whether underground, above ground main or service lines) located on or about the Leased Premises as may be necessary or appropriate in connection with the Lessee's construction and erection of its communications tower system upon the Leased Premises and so as to provide necessary and adequate utility service to the Leased Premises. The Lessor covenants and agrees to execute and deliver all easement agreements in favor of the applicable utility companies in connection with the relocation of the utility lines by the Lessee under this Section 15. The Lessee may, at its sole cost and expense, construct such utility service lines on the Lessor's property contiguous with the Leased Premises, as may be necessary to connect the Leased Premises with the main utility lines.

16. Assignment of Lease by the Lessee; Lease of Tower. The Lessee may not assign this Lease or sublet the Leased Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. The Lessee may lease all or any portion of the Tower to any person or entity without the prior written consent of the Lessor.

17. Assignment by the Lessor. Without the Lessee's prior written consent, the Lessor may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of this Lease, any interest therein or the Leased Premises.

18. No Waiver; Amendment. Waiver of any breach hereof by either party shall not be and shall not be construed to be a waiver of any subsequent breach hereof. Any alteration, amendment, change or addition to this Lease shall not be binding upon the Lessor or the Lessee unless reduced to writing and signed by them, and by direct reference therein made a part hereof.

19. Successors. The terms, covenants and conditions of this Lease shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto but their respective heirs, successors and assigns.

20. Headings. The headings used herein are for convenience of reference only and shall be ignored in the interpretation of the provisions hereof.

21. Recordation of Lease. The Lessor hereby covenants and agrees that, at the option of the Lessee, this Lease or a memorandum thereof may be recorded in the appropriate real estate records in Ohio County, Kentucky. The Lessor further agrees to execute, at the request of the Lessee, a memorandum or short form lease for recording as provided for in this Section 21.

IN WITNESS WHEREOF, the Lessor and the Lessee have affixed to their respective signatures on the date indicated below.

Larry Malone

KENTUCKY RSA #3 CELLULAR  
GENERAL PARTNERSHIP

By: R. Smith  
GENERAL MANAGER

By: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY )  
COUNTY OF Hardin ) SS:

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 1st day  
of July, 1995, by Larry Malone and Ronald Smith.

My commission expires: May 12, 1998.

Mary E. Brown  
Notary Public





◆	Project Bench Mark	◆
NORTHTING:	2.118, 1.62 FEET (0.65, 0.17 M)	
EASTING:	1.361, 0.075 FEET (4.14, 88.6 M)	
ELEVATION:	639.00 FEET (194.795 M)	
DESCRIPTION:	A MAID MAIL, SET IN THE EAST SIDE OF AN ELECTRIC POLE, UP 12". THE POLE LIES 1/2 NORTH/EAST OF THE EXISTING TOWER.	

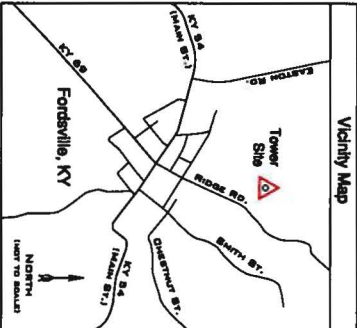
Tower Location Information	
DESIGNATION:	FORDSVILLE
GRID ID#:	14-00000
GRID ID#:	14-00000
COORDINATES:	44° 53' 12.01" N
LATITUDE:	37° 38' 39.43" N
LONGITUDE:	85° 45' 33.40" W
VERTICAL DATUM:	NAVD 83
GROUND ELEVATION:	656.8 FEET (194.10 M)
STATE PLANE COORDINATES	
NORTHING:	6,719,870.95 FEET
EASTING:	1,561,054.58 FEET
	(474,850.351 M)

**Landowner Information**

LANDOWNER: CHEER, ANN HALL  
ADDRESS: 415 RIDGE ROAD  
FORDSVILLE, KENTUCKY 40343  
CONTACT PERSON: UNKNOWN  
PHONE NUMBER: UNKNOWN  
PVA MAP NUMBER: 14-382 & 380

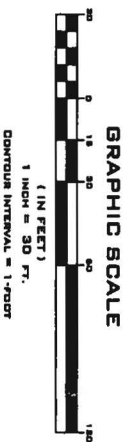
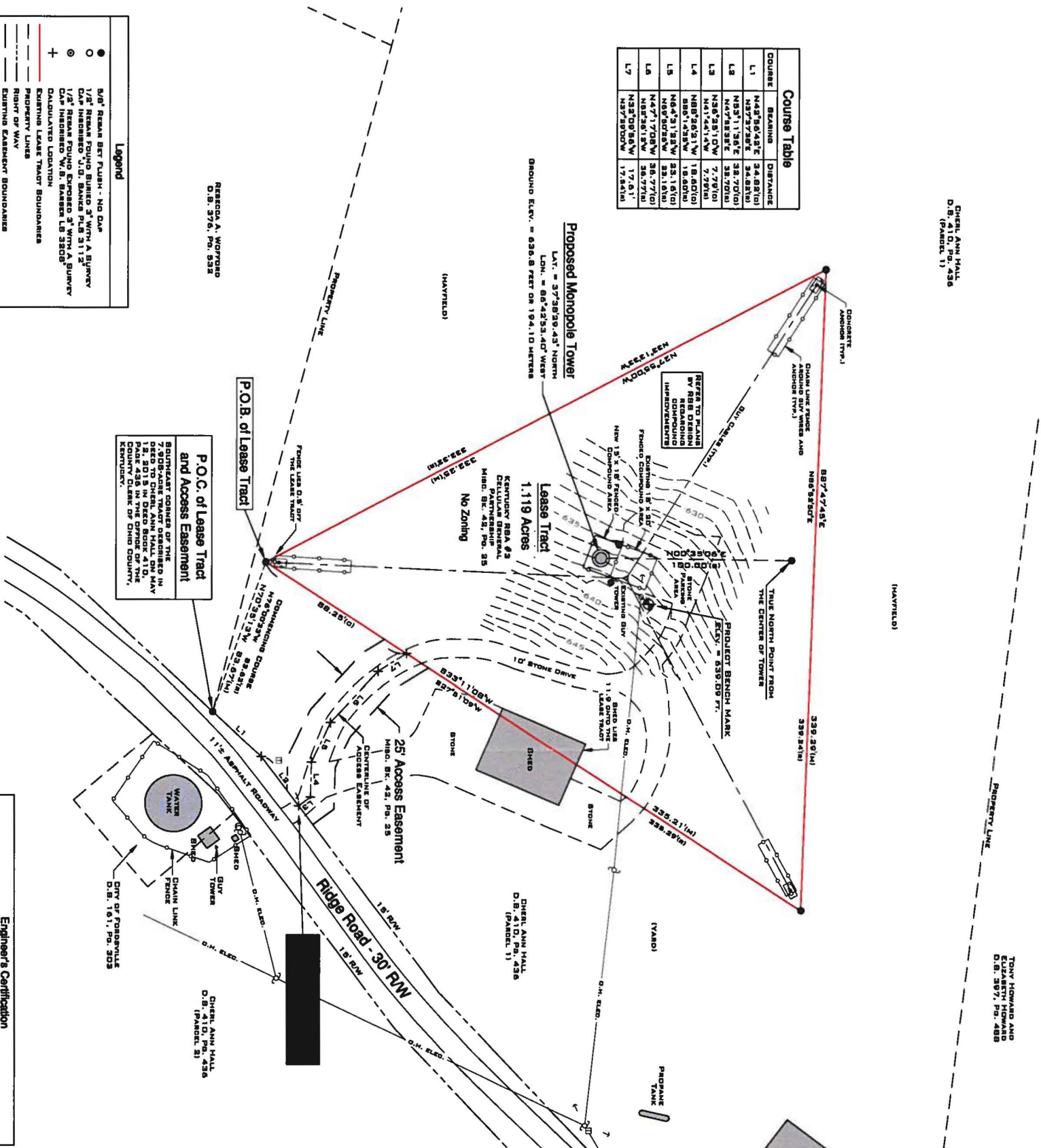
**Floodplain Statement**

ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR THE CITY OF KENTUCKY AND UNINCORPORATED AREAS MAP NO. 1-B-183008D, WITH AN EFFECTIVE DATE OF JUNE 2, 2011, THE SUBJECT SITE LIES WITHIN OTHER AREAS - "ZONE X". THIS ZONE IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.5% ANNUAL CHANCE FLOODPLAIN".



### Directions to the Site

Course Table		
COURSE	SEATINGS	DISTANCE
L1	N42°56.5' E N37°53.5' W	24.6(31) 34.8(31)
L2	N53°1' S N47°33' E	32.7(30) 35.7(30)
L3	N26°25.1' W N41°44.4' W	7.7(31) 7.7(31)
L4	N88°26.1' W S80°14.5' W	1.8(60) 1.8(60)
L5	N69°31.2' S N69°47' W	23.1(61) 23.1(61)
L6	N47°17.0' S N52°36.1' W	36.77(61) 36.77(61)
L7	N27°06.6' W N37°20.0' W	17.5(1) 17.6(1)



## Engineer's Certification

*Hagen Helms*  
HAGEN L. HELMS, P.E. 33383  
JULY 5, 2019  
DATE



**Existing Lease Tract and Easement Description**

KENTUCKY RBA #3 SECULAR GENERAL PARTNERSHIP  
SEPTEMBER 28, 1989  
MIDLAND/MI BORN 46, PAGES 35

A PARCEL OF LAND LYING AND BEING IN DING COUNTY, KENTUCKY AND NEAR  
THE TOWN OF FORDSVILLE AND BEING LOCATED ON THE NORTHWEST SIDE OF  
PINCHLOD ROAD APPROXIMATELY FOUR TENTHS MILE NORTH OF IT'S  
INTERSECTION WITH KENTUCKY HIGHWAY #54 AND BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

UNLESS STATED OTHERWISE, ANY MENTION REFERRED TO HEREIN AS A "SET"  
OF RECORDS OR RECORDS SHALL BE MEANT TO REFLECT THE RECORDS OF THE  
RECORDING BOARD WITH A TOLLER IDENTIFICATION CAP AND A LINDING STATE  
STAMPED "U.S. BANKS, N.B. #311-1". ALL BEHAVIORS STATED HEREIN  
ARE REFERENCED TO RECORD NUMBER "N.B. #311-1".

THE PLAT BEARING OF RECORD  
#2007 SHALL BE RECORDED BY THE RECORDING BOARD OF THE COUNTY OF  
DOWNTOWN AND BEING LOCATED AT WESTLY BARBER CIVIL ENGINEERING AND LAND  
SURVEYING AND DATED JUNE 19, 1989.

[illegible][illegible]

## Notes

[illegible]

### Surveyor's Certification

I HEREBY CERTIFY THAT THIS PLAY HAS BEEN COMPLETED FROM A PERSONAL OBSERVATION OF THE LAND AND THAT I HAVE USED THE METHOD OF REAL, THE KUBERNATID GPS SURVEY, THE RELATIVE POSITIONAL ACCURACY OF ANY POINT ON THIS SURVEY IS BETTER THAN  $\pm 0.05$  METERS AND COMPLETES WITH THE REQUIREMENTS OF 201 KAR 181.50.

*Danney J. Helms*  
DANNEY J. HELMS, P.L.S. 3388  
JULY 3, 2018

STATE OF ARIZONA  
Danney J. Helms  
P.L.S. 3388  
PROFESSIONAL  
LAND SURVEYOR

THE RELATIVE  
IS BETTER THAN  
BOUNDARY SURVEY  
18:19D.

**Lease Boundary Survey**  
**415 Ridge Road**  
**Cardsville, Kentucky 4234**



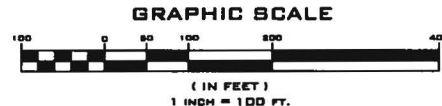
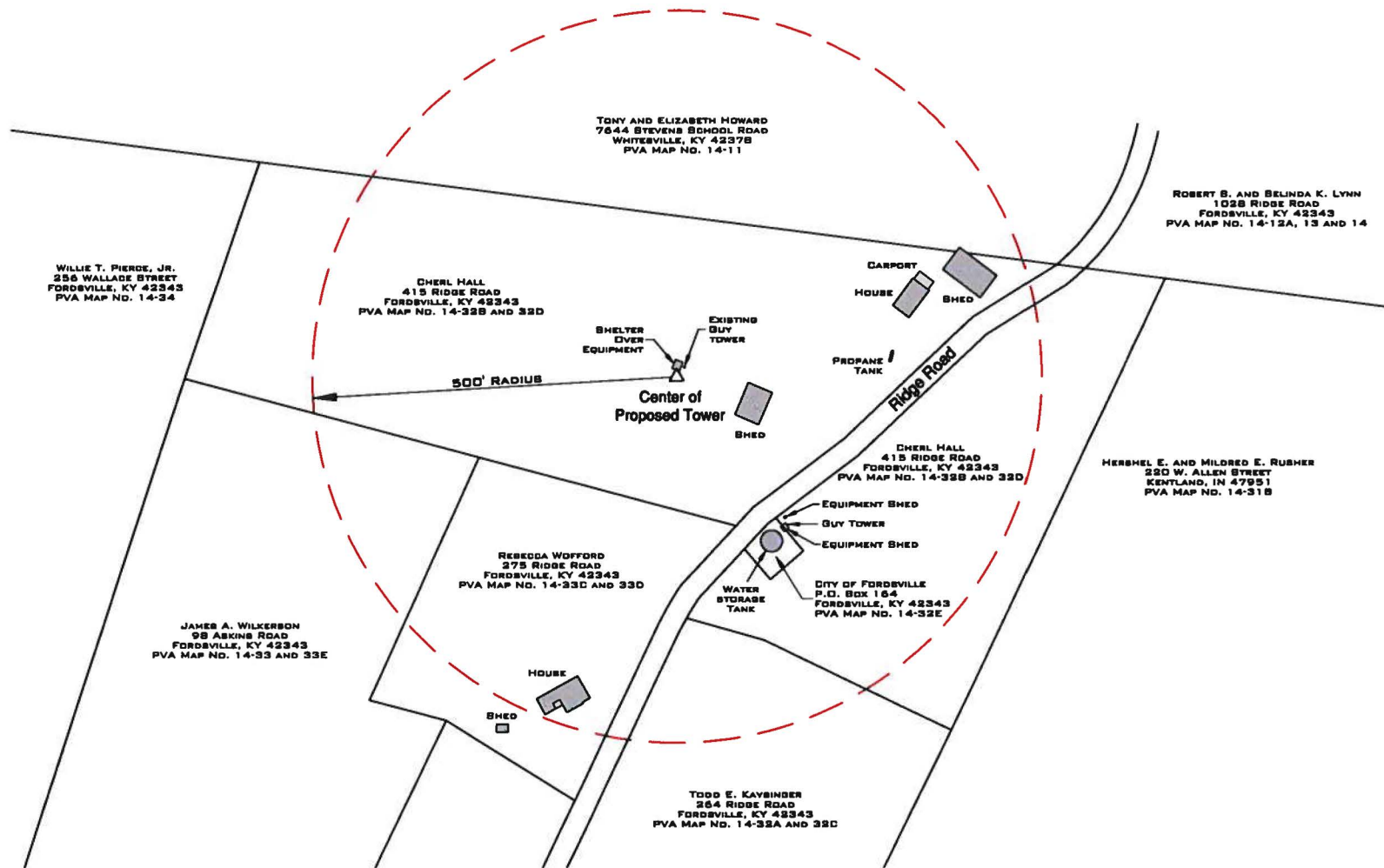
**LANDMARK SURVEYING CO., INC.**  
15 N.E. 3RD STREET  
WASHINGTON, INDIANA 47501  
(812) 257-0950  
WEBSITE: [LANDMARKSURVEYINGCO.COM](http://LANDMARKSURVEYINGCO.COM)  
Project No. 19-02-0108 © 2019

**Bluegrass Cellular**  
2902 Ring Road  
Elizabethtown, KY 42701

SHEET No.	1
of 1 SHEETS	
FILE NAME	



**SITE: FORDSVILLE**  
**500-Foot Radius Map for Structures and Landowners**  
**Ohio County, Kentucky**



**Note**

THE LOCATION OF THE BOUNDARIES SHOWN ARE APPROXIMATE, AND THEY ARE BASED UPON INFORMATION ON FILE IN THE OFFICE OF THE PROPERTY VALUATION ADMINISTRATOR OF OHIO COUNTY, KENTUCKY.

**Engineer's Certification**

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS PLAN IS IN COMPLIANCE WITH REQUIREMENTS ESTABLISHED BY KRS 100.0865 (11).

*Hogan L. Helms*  
HOGAN L. HELMS, P.E. 33385

JULY 3, 2019  
DATE



**Surveyor's Certification**

I HEREBY CERTIFY THAT THE INFORMATION SHOWN IS CORRECT TO THE BEST OF MY KNOWLEDGE; AND IT IS IN ACCORDANCE WITH THE RECORDS FOUND IN THE OFFICE OF THE PROPERTY VALUATION ADMINISTRATOR OF OHIO COUNTY, KENTUCKY ON APRIL 25, 2019.

*Darren L. Helms*  
DARREN L. HELMS, P.L.S. 3386

JULY 3, 2019  
DATE



LANDMARK SURVEYING CO., INC.  
15 N.E. 3RD STREET  
WASHINGTON, INDIANA 47501  
(317) 237-0330  
WEBSITE: LANDMARKSURVEYINGCO.COM  
Project No. 18-02-0108  
© 2019



500-Foot Radius Map

415 Ridge Road

Fordsville, Kentucky 42343

**Bluegrass Cellular**  
2902 Ring Road  
Elizabethtown, KY 42701

REVISIONS		DATE
Added Eng. Cert.		07-03-19
DATE	Aug 3, 2019	
DRAWN BY	D. L. Helms	
CHECKED BY	D. L. Helms	
SHEET No.		
1		
of 1 SHEETS		
FILE NAME		
fords-radius.dwg		



BLUEGRASS CELLULAR  
PROJECT SUPERVISOR:

DATE: \_\_\_\_\_

CITY REPRESENTATIVE:

TITLE:

DATE: \_\_\_\_\_

PROPERTY OWNER/OWNERS:

DATE: \_\_\_\_\_

TOWER OWNER/OWNERS:

DATE: \_\_\_\_\_

TOWER LATITUDE & LONGITUDE  
N 37\* 38' 33" W 86\* 42' 46"



*From Elizabethtown, Kentucky: Take Western Kentucky Parkway towards Litchfield, KY. Get off at exit # 107 and head north on S.R. 259 into Litchfield. In town, get on West Main or S.R. 54 and head west out of town for approx. 29 miles into the town of Fordsville. In Fordsville, turn right on Ridge Road and travel ½ mile or so to tower site on the left. Access drive through grassy area in front of tower.*

SHEET NO.	DESCRIPTION	REVISION
-----------	-------------	----------

## SITE DATA

PROPERTY OWNER: N/A

**TOWER OWNER:** BLUEGRASS CELLULAR  
(270) 769-0339

POWER COMPANY: MEADE COUNTY RECC  
(270) 756-5172

TELEPHONE COMPANY: A.T. & T.  
(800) 228-2020

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



SITE: FORDSVILLE  
Lease Boundary and Topographic Survey  
Ohio County, Kentucky



CHELSEA ANN HALL  
D.B. 410, Pg. 436  
(PARCEL 1)

Basis of Bearings

THE BEARING SYSTEM OF THIS SURVEY IS BASED UPON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83 (2011), AS DETERMINED BY D.P.B. OBSERVATIONS MADE ON FEBRUARY 5, 2019 USING THE KENTUCKY TRANSPORTATION CABINET'S KYCORS NAD83 2011 NETWORK. THIS BEARING SYSTEM IS GRID NORTH.

Project Bench Mark

NORTHING: 2,116,162 FEET (645,617 M)  
EASTING: 1,361,075 FEET (414,856 M)  
ELEVATION: 639.09 FEET (194.795 M)  
DESCRIPTION: A MAGNAIL SET IN THE EAST SIDE OF AN ELECTRIC POLE, UP 12". THE POLE LIES 12' NORTHEAST OF THE EXISTING TOWER.

Tower Location Information

DESIGNATION: FORDSVILLE  
SITE ID#: NONE  
HORIZONTAL DATUM: NAD 83 (2011)  
LATITUDE: 37°38'29.43" NORTH  
LONGITUDE: 85°42'53.40" WEST  
VERTICAL DATUM: NAVD 88  
GROUND ELEVATION: 636.8 FEET (194.10 M)  
STATE PLANE COORDINATES  
NORTHING: 2,116,140.92 FEET  
(645,610.644 M)  
EASTING: 1,361,054.66 FEET  
(414,850.351 M)

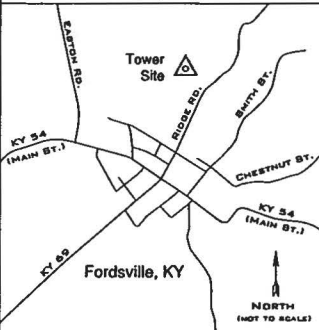
Landowner Information

LANDOWNER: CHERL ANN HALL  
ADDRESS: 415 RIDGE ROAD  
FORDSVILLE, KENTUCKY 42343  
CONTACT PERSON: UNKNOWN  
PHONE NUMBER: UNKNOWN  
PVA MAP NUMBER: 14-328 & 32D

Floodplain Statement

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR OHIO COUNTY, KENTUCKY AND INCORPORATED AREAS, MAP NO. 21183C0065D, WITH AN EFFECTIVE DATE OF JUNE 2, 2011, THE SUBJECT SITE LIES WITHIN "OTHER AREAS - ZONE X". THIS ZONE IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

Vicinity Map



Directions to the Site

FROM ELIZABETHTOWN, KENTUCKY: TRAVEL WEST ON THE WESTERN KENTUCKY PARKWAY FOR 29 MILES TO DUTY 107 AND KENTUCKY HIGHWAY 259 AT LETCHFIELD; TURN RIGHT ONTO KENTUCKY HIGHWAY 259 AND TRAVEL NORTH FOR 1.0 MILE TO THE SQUARE IN DOWNTOWN LETCHFIELD AND KENTUCKY HIGHWAY 54; TAKE KENTUCKY HIGHWAY 54 WEST, TOWARD DOWNSBORO, FOR 29 MILES TO RIDGE ROAD IN DOWNTOWN FORDSVILLE; TURN RIGHT ONTO RIDGE ROAD AND TRAVEL NORTH FOR 0.4 MILES TO THE TOWER ACCESS DRIVE ON THE WEST SIDE OF THE ROAD AT THE TOP OF A HILL; TURN LEFT ONTO THE ACCESS DRIVE AND TRAVEL NORTHWESTERLY FOR 300 FEET TO THE TOWER SITE ON THE SIDE OF A HILL IN A HAY FIELD.

Course Table

COURSE	BEARING	DISTANCE
L1	N42°56'42"E N37°37'30"W	34.82'(m) 34.82'(m)
L2	N53°11'36"E N47°52'32"W	32.70'(m) 32.70'(m)
L3	N36°25'10"W N41°44'14"W	7.79'(m) 7.79'(m)
L4	N88°26'21"W S88°14'35"W	18.60'(m) 18.60'(m)
L5	N64°31'22"W N69°50'26"W	23.16'(m) 23.16'(m)
L6	N47°17'08"W N52°50'12"W	36.77'(m) 36.77'(m)
L7	N32°09'56"W N37°29'00"W	17.61'(m) 17.61'(m)

Proposed Monopole Tower

LAT. = 37°38'29.43" NORTH  
LONG. = 85°42'53.40" WEST  
GROUND ELEV. = 636.8 FEET OR 194.10 METERS

Lease Tract  
1.119 Acres

No Zoning

P.O.B. of Lease Tract

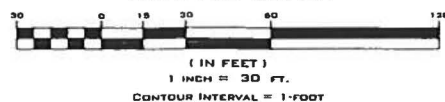
P.O.C. of Lease Tract  
and Access Easement

SOUTHEAST CORNER OF THE  
7.908-ACRE TRACT DESCRIBED IN  
DEED TO CHERL ANN HALL ON MAY  
12, 2015 IN DEED BOOK 410,  
PAGE 436 IN THE OFFICE OF THE  
COUNTY CLERK OF OHIO COUNTY,  
KENTUCKY.

Legend

- 5/8" REBAR SET FLUSH - NO CAP
- 1/2" REBAR FOUND BURIED 3" WITH A SURVEY CAP INSCRIBED "J.G. BANKS PLS 3112"
- 1/2" REBAR FOUND EXPOSED 3" WITH A SURVEY CAP INSCRIBED "W.B. BARBER LS 3208"
- CALCULATED LOCATION
- EXISTING LEASE TRACT BOUNDARIES
- PROPERTY LINES
- RIGHT OF WAY
- EXISTING EASEMENT BOUNDARIES
- CENTERLINE OF EXISTING EASEMENT
- EXISTING CONTOUR
- FENCE AS NOTED
- UTILITY AS NOTED
- TELEPHONE PEDESTAL
- ELECTRIC METER
- GROUNDING BOX
- UTILITY POLE
- GUY ANCHOR

GRAPHIC SCALE



Existing Lease Tract and Easement Description

KENTUCKY RBA #3 CELLULAR GENERAL PARTNERSHIP  
SEPTEMBER 28, 1999  
MISCELLANEOUS BOOK 42, PAGE 25

A PARCEL OF LAND LYING AND BEING IN OHIO COUNTY, KENTUCKY AND NEAR THE TOWN OF FORDSVILLE AND BEING LOCATED ON THE NORTHWEST SIDE OF PINCHACCO ROAD APPROXIMATELY FOUR TENTHS MILE NORTH OF ITS INTERSECTION WITH KENTUCKY HIGHWAY #54 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

UNLESS STATED OTHERWISE, ANY MONUMENT REFERRED TO HEREIN AS A "SET IRON PIN WITH CAP" IS A SET 1/2" DIAMETER BY 18" LONG STEEL REINFORCING ROD WITH A YELLOW IDENTIFICATION CAP  
STAMPED "J.G. BANKS - P.L.B. #3112". ALL BEARINGS STATED HEREIN ARE REFERRED TO RECORD NORTH WHICH IS THE PLAT BEARING OF RECORD ALONG THE SOUTHERLY LINE OF A 7.908 ACRE TRACT AS SURVEYED FOR CODY HALL AND PREPARED BY WESLEY BARBER CIVIL ENGINEERING AND LAND SURVEYING AND DATED JUNE 19, 1998.

BEGINNING AT A FOUND 1/2" DIAMETER IRON PIN WITH A YELLOW IDENTIFICATION CAP STAMPED "W.B. BARBER - LS 3208" IN THE NORTHWESTERLY RIGHT OF WAY LINE OF PINCHACCO ROAD (30' R/W), SAID IRON PIN BEING THE NORTHEAST CORNER OF THE MYRIK WOFFORD PROPERTY (D.B. 289, Pg. 453) AND SAID IRON PIN BEING THE SOUTHEAST CORNER OF A 7.908 ACRE TRACT OF LAND BELONGING TO CODY AND BETTY HALL AS SHOWN BY SURVEY OF WESLEY BARBER CIVIL ENGINEERING AND LAND SURVEYING AND DATED JUNE 19, 1998; THENCE NORTH 75 DEGREES 00 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 83.62 FEET, LEAVING THE NORTHWESTERLY RIGHT OF WAY LINE OF PINCHACCO ROAD AND THE NORTHEAST CORNER OF THE WOFFORD PROPERTY AND THE SOUTHEAST CORNER OF THE HALL PROPERTY AND REVERING THE LANDS OF THE HALL PROPERTY TO A SET IRON PIN WITH CAP A NEW DIVISION CORNER OF THE HALL PROPERTY, SAID IRON PIN BEING THE TRUE POINT OF BEGINNING OF THE PROPERTY HEREINAFTER DESCRIBED; THENCE WITH THE NEW DIVISION LINE OF THE HALL PROPERTY FOR THE FOLLOWING THREE CALLS: NORTH 33 DEGREES 13 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 332.38 FEET TO A SET IRON PIN WITH CAP; NORTH 56 DEGREES 52 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 339.24 FEET TO A SET IRON PIN WITH CAP; SOUTH 27 DEGREES 51 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 335.29 FEET TO THE POINT OF BEGINNING. CONTAINING 1.119 ACRES AS PER SURVEY BY J.G. BANKS, D.B.A. BANKS SURVEY COMPANY, P.L.B. #3112 AS FIELD SURVEYED ON JULY 22, 1999 AND PLATTED ON JULY 28, 1999.

BEING A PORTION OF THE PROPERTY CONVEYED TO CODY AND BETTY HALL BY DEED DATED NOVEMBER 30, 1972 AND RECORDED AT DEED BOOK 201, PAGE 546 IN THE OFFICE OF THE CLERK OF OHIO COUNTY, KENTUCKY COURT.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD.

THERE IS FURTHER CONVEYED HEREIN AN ACCESS EASEMENT OF INGRESS AND EGRESS LEADING FROM THE NORTHWESTERLY RIGHT OF WAY LINE OF PINCHACCO ROAD TO THE EASTERLY LINE OF THE ABOVE DESCRIBED TRACT OF LAND. SAID EASEMENT TO BE TWENTY FIVE FEET IN WIDTH AND SAID EASEMENT TO RUN OVER AND UPON AND EXISTING GRAVEL DRIVE THAT CROSSES OVER THE LANDS OF CODY AND BETTY HALL (D.B. 201, Pg. 546). THE CENTERLINE OF SAID EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" DIAMETER IRON PIN WITH A YELLOW IDENTIFICATION CAP STAMPED "W.B. BARBER - LS 3208" IN THE NORTHWESTERLY RIGHT OF WAY LINE OF PINCHACCO ROAD (30' R/W), SAID IRON PIN BEING THE NORTHEAST CORNER OF THE MYRIK WOFFORD PROPERTY (D.B. 289, Pg. 453); THENCE NORTH 27 DEGREES 37 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 34.82 FEET, LEAVING THE NORTHEAST CORNER OF THE WOFFORD PROPERTY AND WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF PINCHACCO ROAD TO A POINT AT THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE CENTERLINE OF THE TWENTY FIVE FOOT ACCESS EASEMENT TO BE CONVEYED HEREIN, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE CENTERLINE OF SAID TWENTY FIVE FOOT ACCESS EASEMENT; THENCE LEAVING THE NORTHWESTERLY RIGHT OF WAY LINE OF PINCHACCO ROAD AND WITH THE CENTERLINE OF SAID TWENTY FIVE FOOT ACCESS EASEMENT AND ALSO WITH THE CENTERLINE OF AN EXISTING GRAVEL DRIVE AND SEVERING THE LANDS OF CODY AND BETTY HALL (D.B. 201, Pg. 546) FOR THE FOLLOWING FIVE CALLS: NORTH 41 DEGREES 44 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 7.79 FEET TO A POINT; SOUTH 86 DEGREES 14 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 18.60 FEET TO A POINT; NORTH 69 DEGREES 50 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 23.16 FEET TO A POINT; NORTH 52 DEGREES 36 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 36.77 FEET TO A POINT; NORTH 37 DEGREES 29 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 17.61 FEET TO A POINT AT THE END OF THE CENTERLINE OF SAID TWENTY FIVE FOOT ACCESS EASEMENT, SAID POINT BEING IN THE EASTERLY LINE OF THE ABOVE DESCRIBED TRACT OF LAND. THIS CENTERLINE OF EASEMENT SURVEY AND DESCRIPTION BY J.G. BANKS, D.B.A. BANKS SURVEY COMPANY, P.L.B. #3112 AS FIELD SURVEYED ON JULY 22, 1999 AND PLATTED ON JULY 28, 1999.

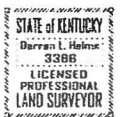
Notes

1. THIS SURVEY IS SUBJECT TO A STATEMENT OF FACTS THAT MAY BE DISCLOSED BY AN ABSTRACT OF TITLE OR TITLE COMMITMENT POLICY WHICH DOCUMENTATION WAS NOT PROVIDED FOR THIS SURVEY.
2. THE UTILITIES SHOWN ON THIS PLAT DO NOT REPRESENT ALL OF THE UTILITIES LOCATED AT THE SUBJECT SITE. THE PRESENCE OF UTILITIES WAS DETERMINED BY A VISUAL INSPECTION OF THE PROPERTY SURFACE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE UTILITIES PRIOR TO CONSTRUCTION.
3. THE TOPOGRAPHIC INFORMATION CONTAINED ON THIS PLAT IS AS REQUESTED BY THE CLIENT AND DOES NOT REPRESENT ALL OF THE TOPOGRAPHIC FEATURES LOCATED AT THE SUBJECT SITE.
4. ACCORDING TO THE OFFICE OF MR. DAVID JOHNSON, OHIO COUNTY JUDGE EXECUTIVE, NO LOCAL PLANNING UNIT EXISTS WHICH HAS GEOGRAPHICAL JURISDICTION OF THE SUBJECT TOWER SITE. THE COUNTY JUDGE EXECUTIVE'S OFFICE MAY BE CONTACTED AT 270-298-4400 FOR CONFIRMATION. JURISDICTION WAS ALSO VERIFIED WITH MR. NANCY DREA, ZONING OFFICIAL FOR THE CITY OF HARTFORD AND BEAVER DAM. MS. DREA MAY BE CONTACTED AT 270-298-3612 FOR VERIFICATION.
5. THE LOCATION OF THE FORDSVILLE TOWER SITE IS LOCATED OUTSIDE OF AN INCORPORATED CITY.
6. THE RIGHT OF WAY OF RIDGE ROAD IS BASED UPON USED ALONG WITH DESCRIPTIONS CONTAINED IN DEED BOOK 161, PAGE 303 AND MISCELLANEOUS BOOK 42, PAGE 25 IN THE OFFICE OF THE COUNTY CLERK OF OHIO COUNTY, KENTUCKY.
7. THIS SURVEY WAS COMPLETED WITH A TOPCON HIPER II NETWORK ROVER/BASE ROVER DUAL FREQUENCY GPS SYSTEM. THE GPS SYSTEM WAS USED IN THE RTK MODE.

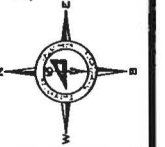
Certification

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN COMPILED FROM A SURVEY MADE UPON THE GROUND UNDER MY DIRECT SUPERVISION ON APRIL 26, 2019 BY THE METHOD OF REAL TIME KINEMATIC GPS SURVEY. THE RELATIVE POSITIONAL ACCURACY OF ANY POINT ON THIS SURVEY IS BETTER THAN ± 0.05 FEET ± 100 PPM. THIS PLAT REPRESENTS AN URBAN BOUNDARY SURVEY AND COMPLIES WITH THE REQUIREMENTS OF 201 KAR 18:150.

Darren L. Helms  
DARREN L. HELMS, P.L.S. 3386  
MAY 3, 2019  
DATE



LANDMARK SURVEYING CO., INC.  
15 N.E. 3RD STREET  
WASHINGTON, INDIANA 47501  
(812) 257-0950  
WEB: LANDMARKSURVEYINGCO.COM  
Project No. 18-02-0108  
© 2019



Lease Boundary Survey  
415 Ridge Road  
Fordsville, Kentucky 42343

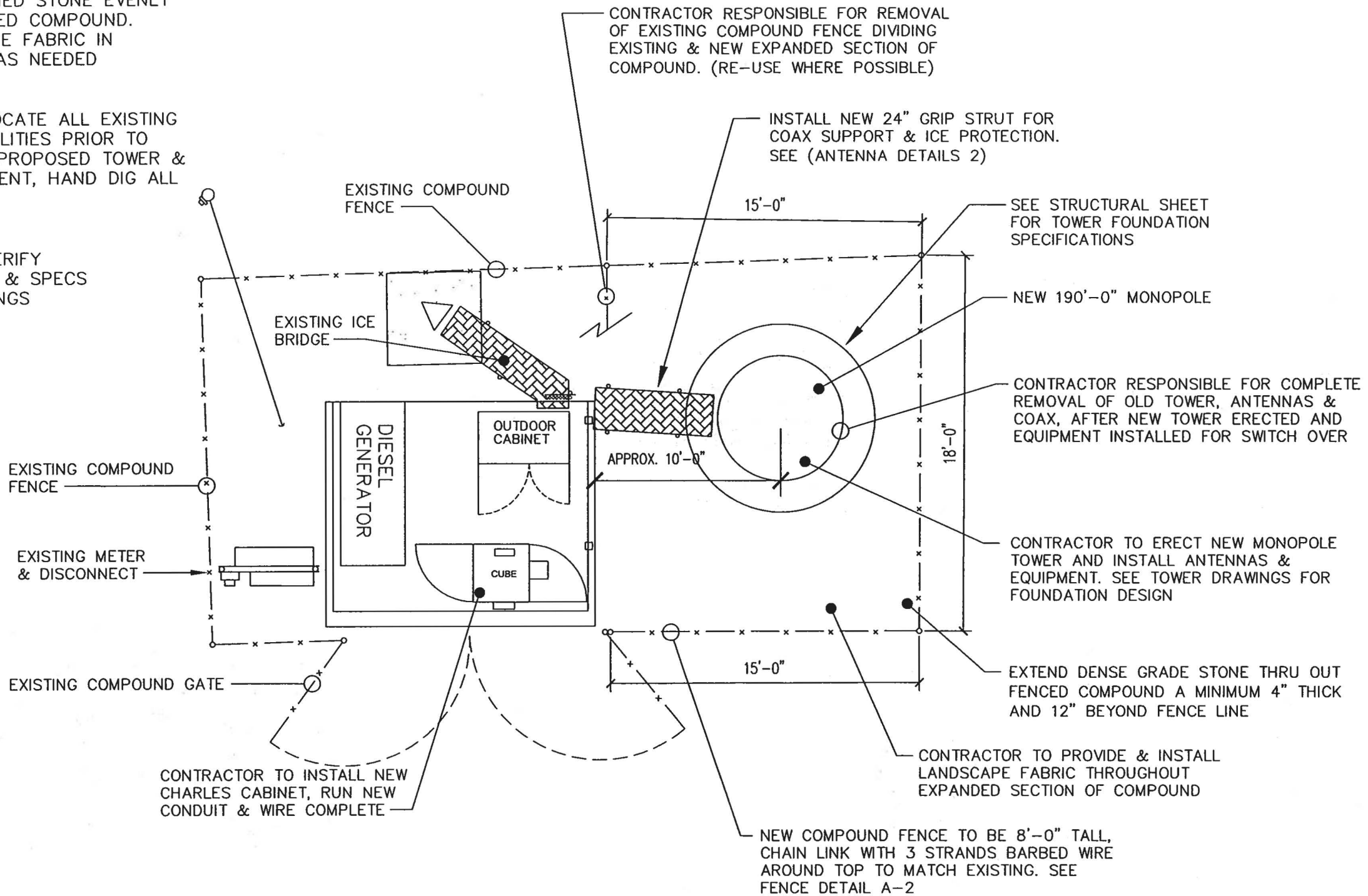
Bluegrass Cellular  
2902 Ring Road  
Elizabethtown, KY 42701

REVISIONS  
DATE  
DRAWN BY  
D.L. Helms  
CHECKED BY  
D.L. Helms  
SHEET No.  
1  
of 1 SHEETS  
FILE NAME  
fords.dwg

NOTE:  
CONTRACTOR TO SPREAD LANDSCAPE  
FABRIC WITH CRUSHED STONE EVENLY  
THRU-OUT EXPANDED COMPOUND.  
REPLACE LANDSCAPE FABRIC IN  
DISTURBED AREAS AS NEEDED

NOTE:  
CONTRACTOR TO LOCATE ALL EXISTING  
UNDERGROUND FACILITIES PRIOR TO  
CONSTRUCTION OF PROPOSED TOWER &  
EQUIPMENT PLACEMENT, HAND DIG ALL  
DITCHLINES

NOTE:  
CONTRACTOR TO VERIFY  
TOWER DIMENSIONS & SPECS  
WITH TOWER DRAWINGS

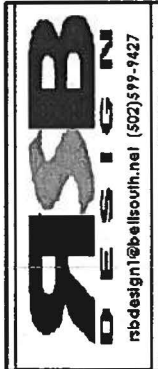


**SITE PLAN**

SCALE: 3/16"=1'-0"

<b>RES</b> rnbdesign1@bellsouth.net (502)599-9427	
BLUEGRASS CELLULAR, INC. STANDARD CELLULAR SITE FORDSVILLE 415 RIDGE RD. FORDSVILLE, KY. 42343	
DRAWN BY: R. BECKER	ISSUE DATE: 7-20-09
SCALE: LISTED	
SHEET NUMBER A-1	





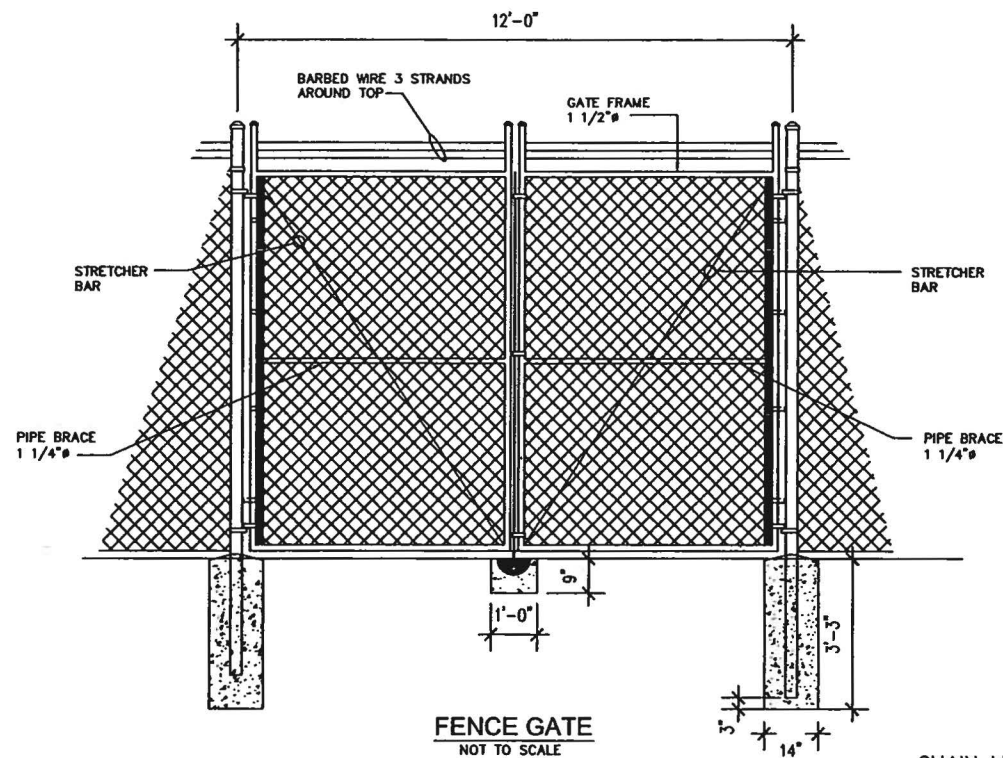
BLUEGRASS CELLULAR, INC.  
STANDARD CELLULAR SITE  
FORDSVILLE

NO.	DATE	REVISION

415 RIDGE RD. FORDSVILLE, KY. 42343

DRAWN BY: R. BECKER  
ISSUE DATE: 7-20-09  
SCALE: LISTED  
SHEET NUMBER

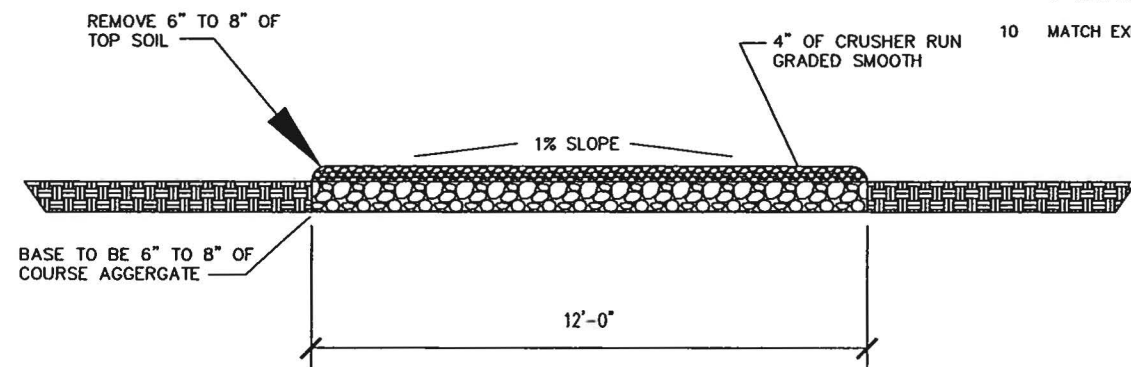
A-2



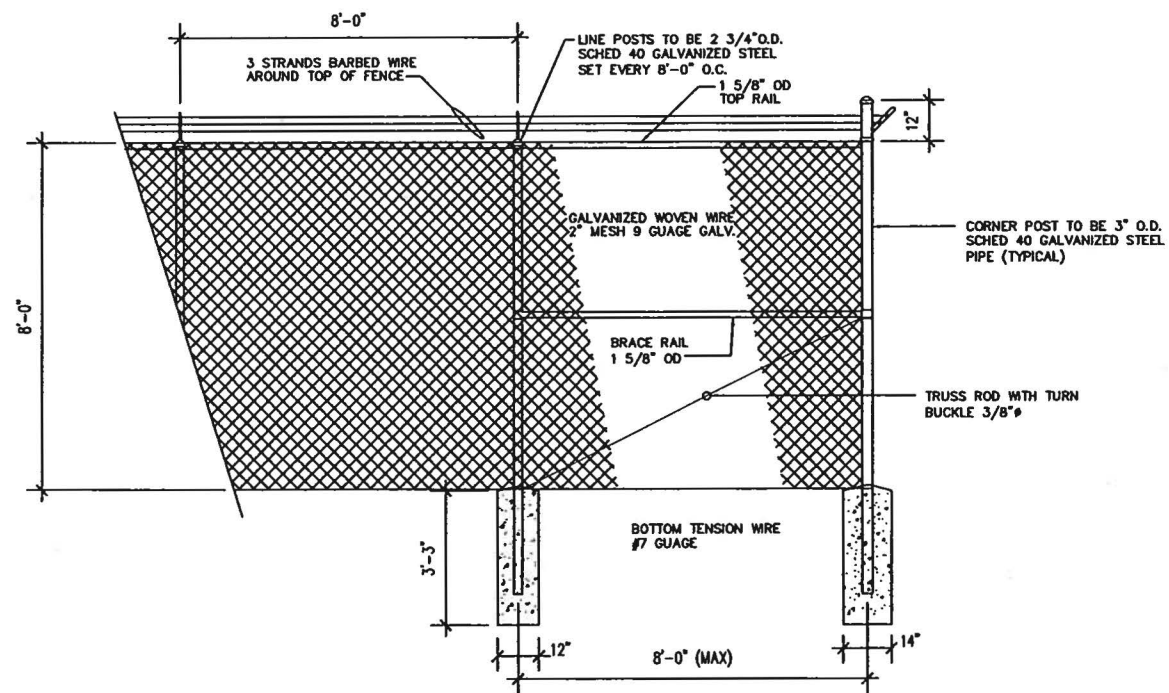
FENCE GATE  
NOT TO SCALE

CHAIN LINK FENCING NOTES:

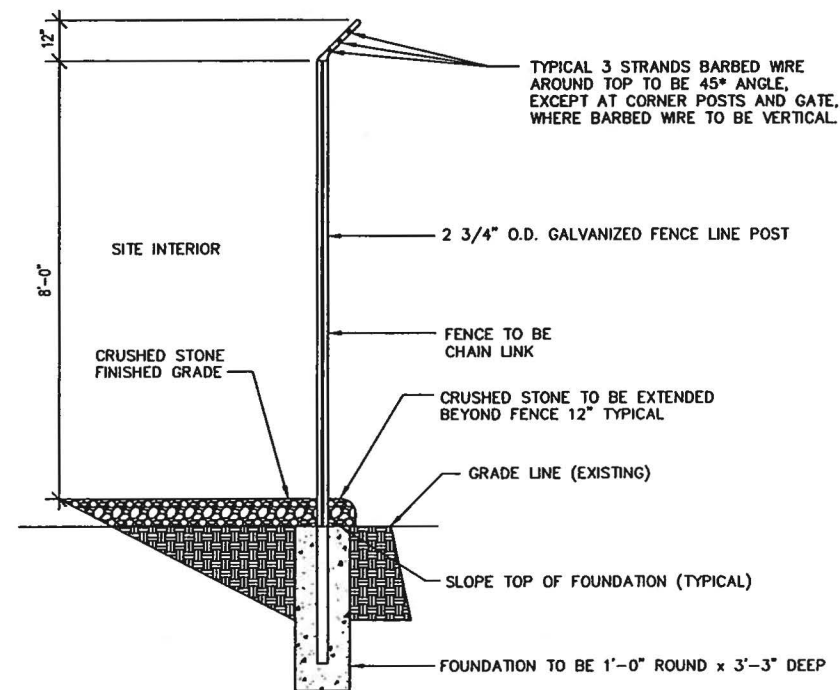
- FABRIC:** THE FABRIC SHALL BE COMPOSED OF INDIVIDUAL HOT DIP GALVANIZED WIRE PICKETS HELICALLY WOUND AND INTERWOVEN FROM NO.9 W & M GAUGE COPPER BEARING STEEL WIRE TO FORM A CONTINUOUS CHAIN LINK FABRIC HAVING A 2" MESH. TOP EDGES SHALL HAVE A TWISTED AND BARBED
- POSTS:** SHALL BE 2 3/4" O.D. SS 40 PIPE HOT GALVANIZED. 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.
- TOP RAIL:** SHALL BE 1 5/8" O.C. STANDARD PIPE HOT GALVANIZED AND SHALL BE FURNISHED IN RANDOM LENGTHS AVERAGING 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 GAUGE AND DESIGN. USED ON TOP OF RAIL EVERY 24" AND ONE POST EVERY 12'.
- EXTENSION ARMS:** CAST STEEL GALVANIZED TO ACCOMMODATE 3 STRANDS OF BARB WIRE, SINGLE ARM SLOPED TO 45°, AND VERTICAL ON TOP OF SWING GATES.
- BARBED WIRE (STEEL):** ASTM A121 GALVANIZED STEEL, 12 GAUGE THICK WIRE, 3 STRANDS 4 POINTS AT 3" O.C.
- SWING GATE POSTS:** SHALL BE 3" O.C. STANDARD HOT GALVANIZED, WEIGHING 5.79 LBS. PER FOOT.
- GATES: (a) SWING GATES:** 2" O.C. STANDARD PIPE WITH INTERNAL BRACING OF 1 5/8" O.D. STANDARD PIPE; WELDED AT ALL JOINTS TO PROVIDE RIGID WATERTIGHT CONSTRUCTION. FABRIC SAME AS FENCE.
- FENCE TO BE 100% ERECTED WITHIN TEN(10) DAYS OF COMPLETION OF CONSTRUCTION, IF TIME FRAME CANNOT BE MET, PLEASE NOTIFY PROJECT SUPERVISOR.
- MATCH EXISTING FENCING.



ROAD DETAIL  
NOT TO SCALE



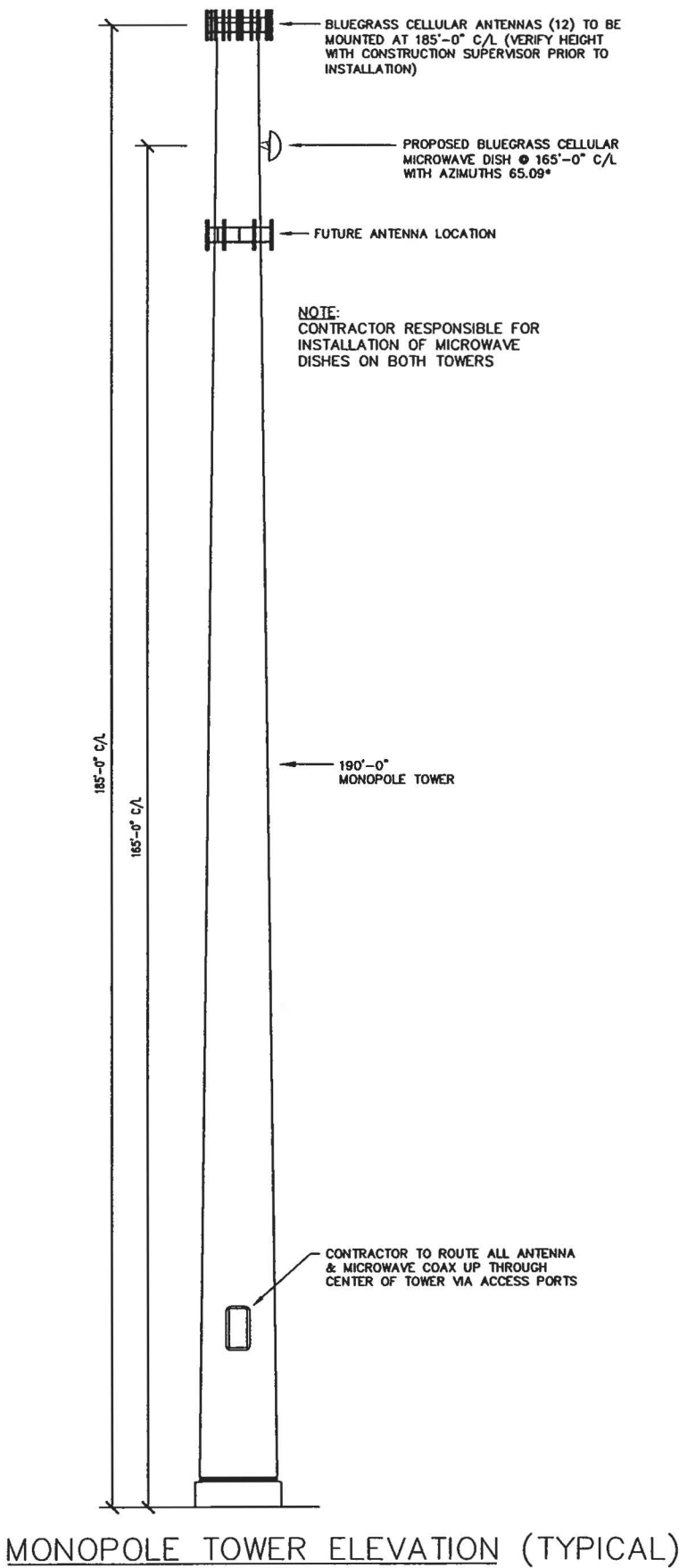
FENCE DETAIL END POLES  
NOT TO SCALE



FENCE DETAIL LINE POLES  
NOT TO SCALE

BLUEGRASS CELLULAR GENERAL NOTES & ANTENNA SPECS

- 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/CABINET 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, WHERE APPLICABLE)
- 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.
- GENERAL CONTRACTOR TO MOUNT ANTENNA MOUNTS AT TOP OF STRUCTURE OR TOWER BY BLUEGRASS CELLULAR SPECIFICATIONS.
- ALL ICE BRIDGE TO BE SUPPLIED AND INSTALLED BY GENERAL CONTRACTOR.
- TRAPEZE KIT TO BE SUPPLIED AND INSTALLED BY GENERAL CONTRACTOR.
- CONTRACTOR TO INSTALL GPS SYSTEM COMPLETE.
- CONTRACTOR TO SUPPLY (1) 10' PIECE OF 1" RIGID CONDUIT AND STRUT CLAMPS TO SUPPORT GPS ANTENNA.
- CONTRACTOR TO STOP HARDLINES AT END OF ICE BRIDGE, INSTALL POLYPHASER AND RUN GROUND THROUGH REMOVABLE WEATHERPROOFING "CAN" TO GROUND BAR. BE SURE GROUND WIRE EXITS THE BOTTOM OF CAN. ROUTE JUMPER FROM POLYPHASER, DOWN TO CABINET SIDE ENTRY AND UP TO RADIOS. INSTALL 90 DEGREE CONNECTOR BETWEEN JUMPER AND RADIO.
- CONTRACTOR TO MOUNT (2) NEW MICROWAVE DISHES ON THE HELMWOOD TOWER. ADJUST AZIMUTHS ON ALL (3) TOWERS. (HELMWOOD, E-TOWN NORTH & E-TOWN DT)



TOWER HEIGHT & TYPE

190'-0" MONOPOLE TOWER
------------------------

ANTENNA SPECS

	TYPE	SIZE L x W x D	NUMBER	AZIMUTH	MOUNTING HEIGHT
ANTENNA (PRIMARY)	(LRA/LTE) SBNHH-1085B		6	0*, 120*, 240*	185'-0" C/L <small>VERIFY WITH CONSTRUCTION SUPERVISOR</small>
ANTENNA	(CDMA) SBNHH-1085B		3	0*, 120*, 240*	185'-0" C/L <small>VERIFY WITH CONSTRUCTION SUPERVISOR</small>
ANTENNA					
RADIOS	RRUS 2212 BC13		6	0*, 120*, 240*	185'-0" C/L

ANTENNA TRANSMISSION LINES SPECS

	TYPE	SIZE	NUMBER
TRANSMISSION LINE (PRIMARY)	24 FIBER	3/8"	1
TRANSMISSION LINE (SECONDARY)	7 CONDUCTOR #8 AWG POWER	13/16"	1
TRANSMISSION LINE (SECONDARY)	ANDREW	1-5/8"	10

DISH SPECS

	MICROWAVE/DONOR	SIZE	NUMBER	AZIMUTH	MOUNTING HEIGHT
DISH #1	HPD6-59 (TR)	3'	1	65.09*	165' C/L
DISH #2					

DISH MOUNT SPECS

	TYPE	SIZE	NUMBER
MOUNT #1	DISH MOUNT		1

DISH TRANSMISSION LINES

	TYPE	SIZE	NUMBER
TRANSMISSION LINE #1	EW180	ELLIPTICAL	1
TRANSMISSION LINE #2			

ANTENNA SYNOPSIS

- \* ANTENNAS TO HAVE A 1\*E & 2\*E DOWNTILT (SEE ANTENNA CONFIGURATION DETAIL SHEETS)
- \* ANTENNAS TO HAVE A 0\*M

nbdesign@bellsouth.net (502) 599-9427

REVISION					
DATE					
NO.					

BLUEGRASS CELLULAR, INC.

STANDARD CELLULAR SITE

FORDSVILLE

415 RIDGE RD. FORDSVILLE, KY. 42343

DRAWN BY: R. BECKER

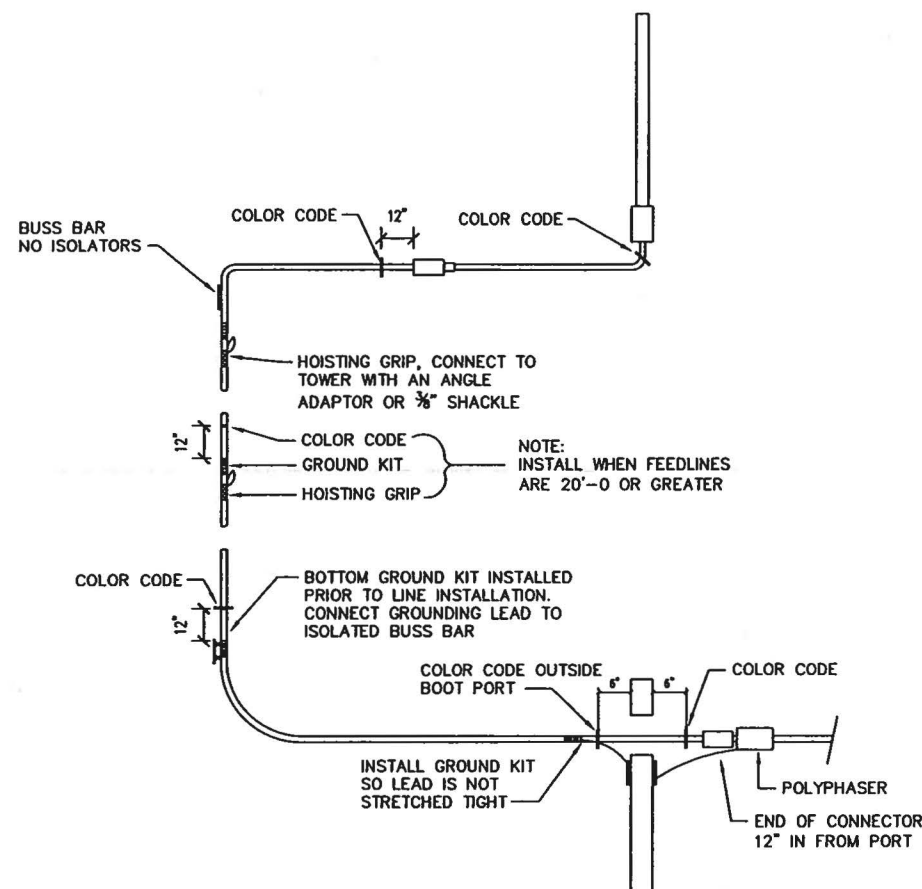
ISSUE DATE: 7-20-09

SCALE: LISTED

SHEET NUMBER

ANTENNA DETAILS

1



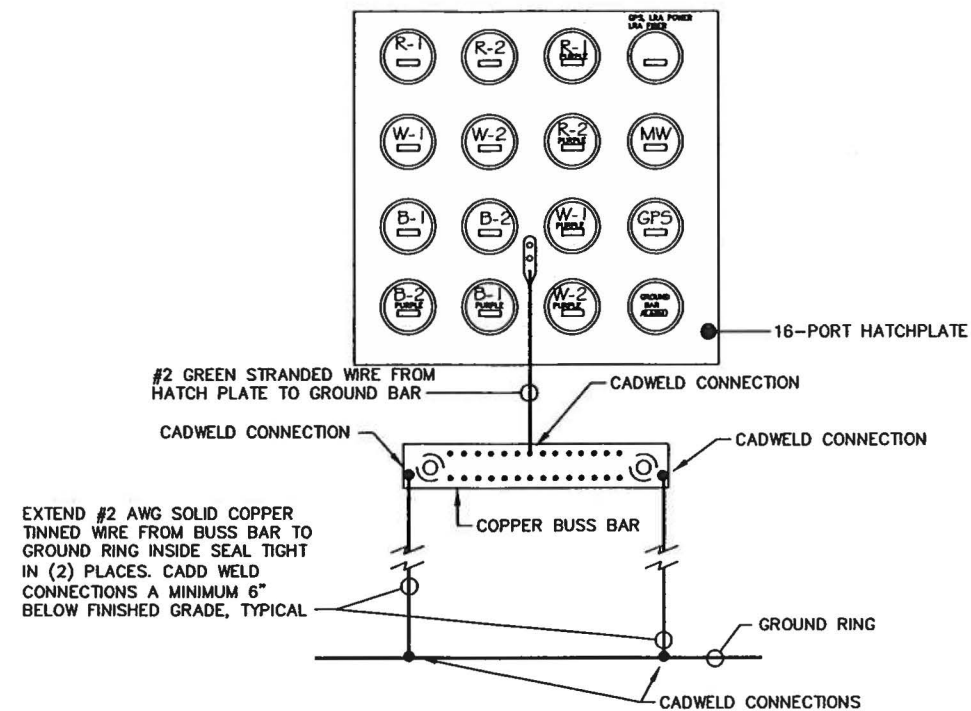
**COLOR CODING DETAIL**  
NO SCALE

**COLOR CODE DETAILS:**

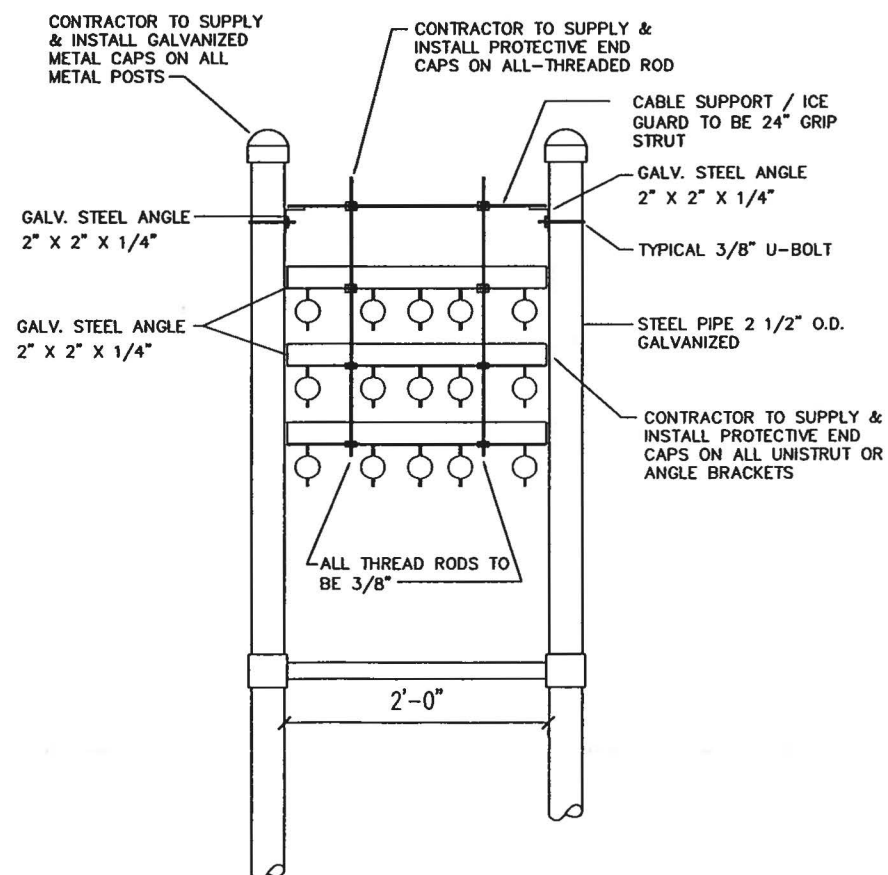
CDMA—NO COLOR OTHER THAN THE SECTOR DESIGNATORS  
 BCI LTE—ALWAYS 1 PURPLE BAND AFTER RED, WHITE OR BLUE SECTOR DESIGNATOR COLORS.  
 LRA LTE—ALWAYS HAS 1 ORANGE BAND AFTER RED, WHITE OR BLUE SECTOR DESIGNATOR COLORS.  
 AWS—ALWAYS HAS 2 ORANGE BANDS AFTER RED, WHITE OR BLUE SECTOR DESIGNATOR COLORS. 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:**

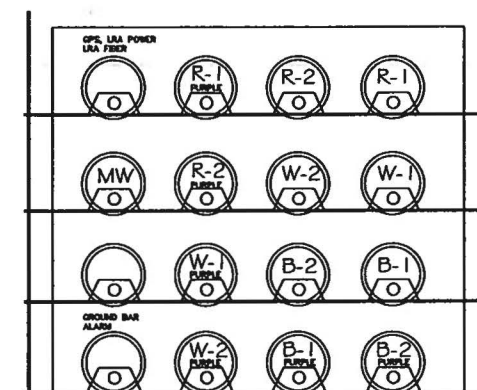
ALPHA 1—1 RED BAND  
 ALPHA 2—2 RED BANDS  
 DELTA 1—3 RED BANDS  
 DELTA 2—4 RED BANDS  
 BETA 1—1 WHITE BAND  
 BETA 2 —2 WHITE BANDS  
 EPSILON1 —3 WHITE BANDS  
 EPSILON 2—4 WHITE BANDS  
 GAMMA 1— 1 BLUE BAND  
 GAMMA 2— 2 BLUE BANDS  
 ZETA 1 — 3 BLUE BANDS  
 ZETA 2 — 4 BLUE BANDS  
 BCI LTE (PURPLE 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)



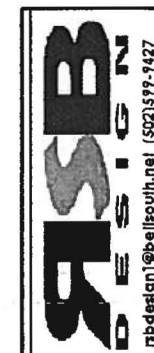
**BOOT PORT GROUNDING DETAIL**  
NO SCALE



**ICE BRIDGE / COAX SUPPORT DETAIL**  
NO SCALE



**COAX ENTRY DETAIL POWER SIDE  
(VIEW FROM INSIDE SHELTER)**  
NO SCALE

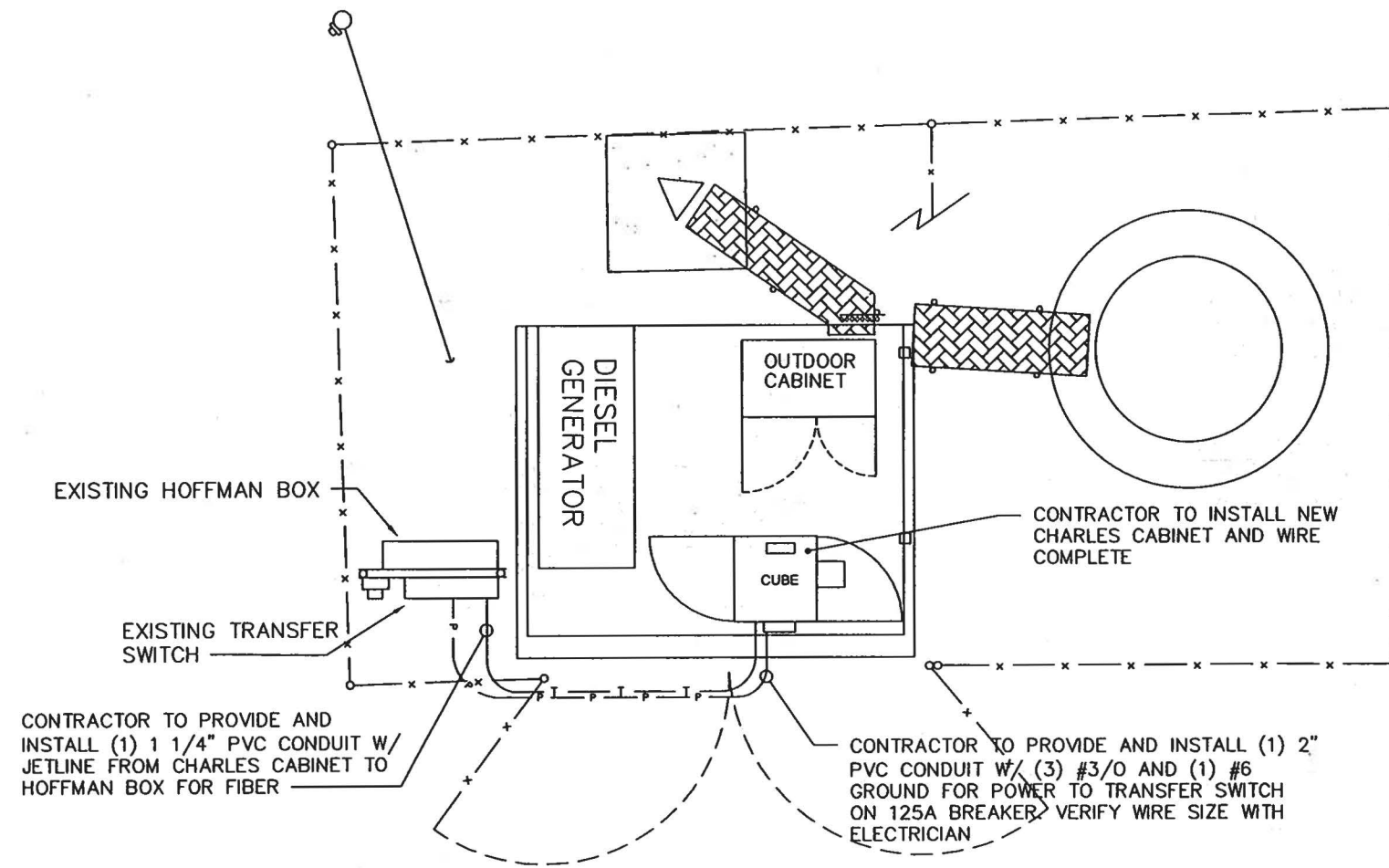


NO.	DATE	REVISION

BLUEGRASS CELLULAR, INC.  
 STANDARD CELLULAR SITE  
 FORDSVILLE  
 415 RIDGE RD. FORDSVILLE, KY. 42343

DRAWN BY: R. BECKER  
 ISSUE DATE: 7-20-09  
 SCALE: LISTED

SHEET NUMBER  
 ANTENNA DETAILS  
 2



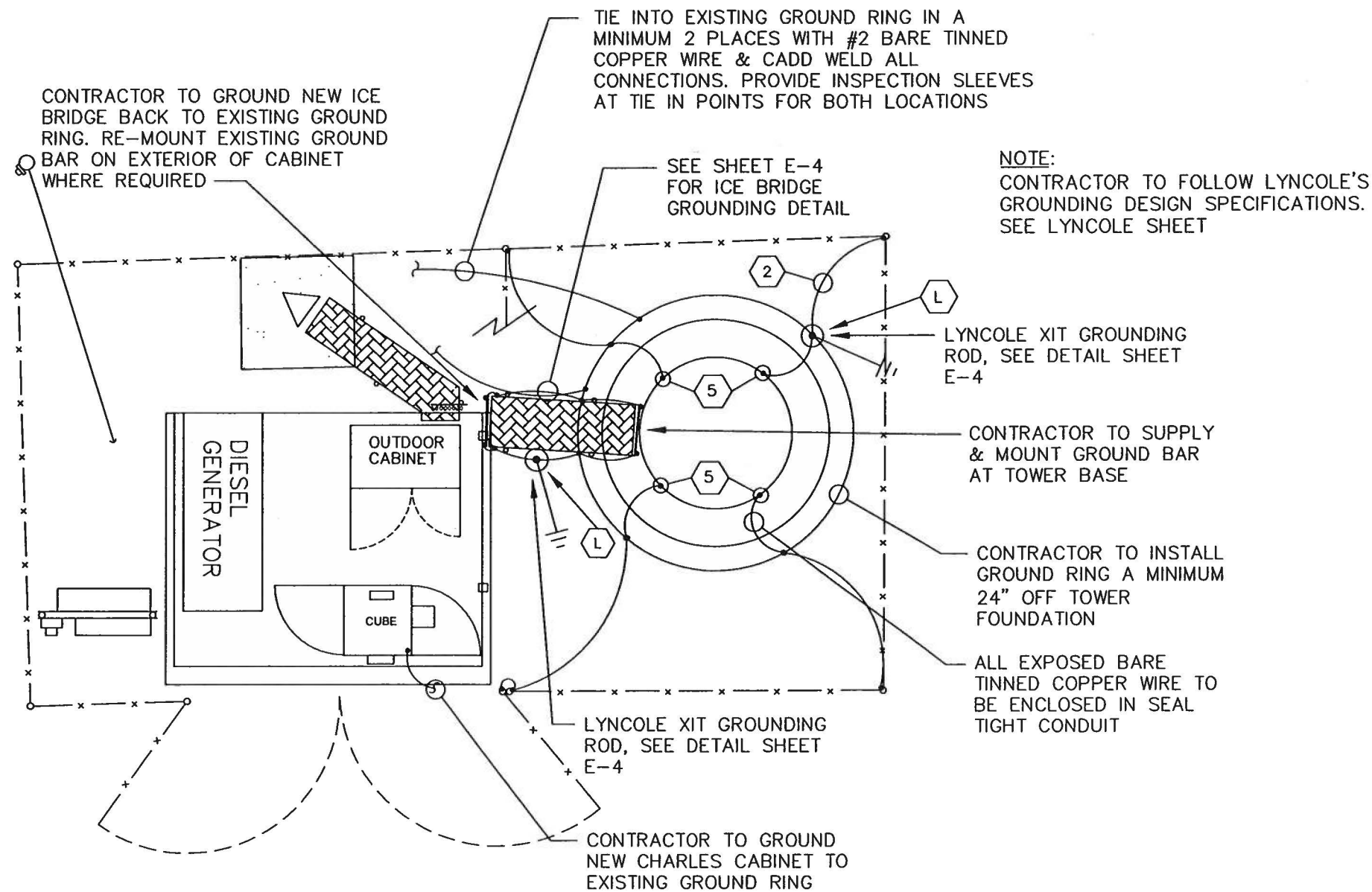
- GENERAL ELECTRICAL NOTES:**
- 1) CONTRACTOR RESPONSIBLE FOR MAKING ALL ARRANGEMENTS WITH THE LOCAL UTILITIES FOR SERVICE AND PERMITS/INSPECTIONS REQUIRED TO OBTAIN SERVICE.
  - 2) GROUND RING TO BE CONTAINED WITH IN THE COMPOUNDS FENCED AREA.
  - 3) FENCE TO BE GROUNDED FROM GROUND RING TO ALL CORNER POST & GATES. SPACE FENCE GROUNDING APPROXIMATELY 20'-0" O/C. (CADD WELD ALL CONNECTIONS)
  - 4) ALL GROUND RING CONNECTIONS TO BE AS CLOSE AS POSSIBLE, SHARP BENDS WILL NOT BE PERMITTED AS WELL AS "T" CONNECTIONS. ALL CONNECTIONS TO HAVE A SWEEPING RADIUS OF 8" MINIMUM. GROUNDING CONFIGURATION TO BE IN PARALLEL.
  - 5) CONTACT POINTS FOR GROUNDING TO BE CLEANED OF ANY RUST, PAINT, DIRT, ETC. TO CREATE A GOOD BOND FOR CONDUCTOR. AREA THAT HAS BEEN CLEANED TO BE RESEALED TO PREVENT RUSTING.
  - 6) PROPERLY GROUND ANY EXPOSED METAL THAT MAY EXIST ON EXTERIOR OF EQUIPMENT SHELTER OR CABINET.
  - 7) WHERE GROUND CONDUCTORS REQUIRE MECHANICAL BONDING, STAINLESS STEEL CONNECTORS ARE REQUIRED AT EACH CONNECTING POINT USING LOCK WASHERS.
  - 10) CONTRACTOR RESPONSIBLE FOR MEG TESTING THE SITE AND SUPPLYING OWNER WITH FINAL READINGS IN OWNERS SPECIFICATIONS.
- NOTE:**  
CONTRACTOR TO PROVIDE WARNING TAPE IN TRENCHES FOR ALL POWER AND TELCO RUNS UNDER GROUND. TAPE TO BE INSTALLED 1'-0" ABOVE CONDUIT RUNS.

SYMBOLS LEGEND	
—P—	POWER
—G—	GAS
—T—	TELEPHONE
—X—	FENCE
⎓	SWITCH (DISCONNECT)
Ⓜ	METER PACK

**SITE PLAN- ELECTRICAL**  
SCALE: 3/16" = 1'-0"

DRAWN BY: R. BECKER	ISSUE DATE: 7-20-09	SCALE: LISTED	SHEET NUMBER E-1
BLUEGRASS CELLULAR, INC. STANDARD CELLULAR SITE FORDSVILLE 415 RIDGE RD. FORDSVILLE, KY. 42343			
REVISION			
DATE			
NO.			





#### GENERAL ELECTRICAL NOTES:

- 1) CONTRACTOR RESPONSIBLE FOR MAKING ALL ARRANGEMENTS WITH THE LOCAL UTILITIES FOR SERVICE AND FEE PAYMENTS REQUIRED TO OBTAIN SERVICE.
- 2) CONTRACTOR RESPONSIBLE FOR MAKING ALL ARRANGEMENTS WITH THE LOCAL TELEPHONE COMPANY FOR SERVICE AND FEE PAYMENTS REQUIRED TO OBTAIN SERVICE.
- 3) GROUND RING TO BE CONTAINED WITH IN THE COMPOUNDS FENCED AREA.
- 4) FENCE TO BE GROUNDED FROM GROUND RING TO ALL CORNER POST & GATES. SPACE FENCE GROUNDING APPROXIMATELY 20'-0" O/C. (CAD WELD ALL CONNECTIONS)
- 5) ALL GROUND RING CONNECTIONS TO BE AS CLOSE AS POSSIBLE, SHARP BENDS WILL NOT BE PERMITTED AS WELL AS "T" CONNECTIONS. ALL CONNECTIONS TO HAVE A SWEEPING RADIUS OF 8" MINIMUM. GROUNDING CONFIGURATION TO BE IN PARALLEL.
- 6) CONTACT POINTS FOR GROUNDING TO BE CLEANED OF ANY RUST, PAINT, DIRT, ETC. TO CREATE A GOOD BOND FOR CONDUCTOR. AREA THAT HAS BEEN CLEANED TO BE RESEALED TO PREVENT RUSTING.
- 7) PROPERLY GROUND ANY EXPOSED METAL THAT MAY EXIST ON EXTERIOR OF EQUIPMENT SHELTER OR CABINET.
- 8) WHERE GROUND CONDUCTORS REQUIRE MECHANICAL BONDING, STAINLESS STEEL CONNECTORS ARE REQUIRED AT EACH CONNECTING POINT USING LOCK WASHERS.
- 9) CONTRACTOR RESPONSIBLE FOR SEEING THAT UTILITY PERSONNEL MAKE FINAL CONNECTIONS, MAKING SURE THE TOWER ALARM IS CONNECTED AND WORKING. A TELEPHONE NUMBER FOR THE ALARM MUST BE SUPPLIED.
- 10) CONTRACTOR RESPONSIBLE FOR MEG TESTING THE SITE AND SUPPLYING OWNER WITH FINAL READINGS IN OWNERS SPECIFICATIONS.

#### NOTE:

CONTRACTOR TO PROVIDE WARNING TAPE IN ALL POWER & TELCO TRENCHES, 12" ABOVE CONDUIT RUNS, BUT BELOW FINISHED GRADE.

#### NOTE:

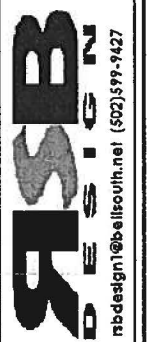
CONTRACTOR TO FOLLOW LYNCOLES GROUNDING SPECIFICATIONS WHEN USING THEIR XIT GROUNDING RODS. SEE DETAIL SHEET E-4.

#### KEYNOTES:

- 1) LYNCOLE XIT GROUNDING ROD TO BE INSTALLED WHERE SHOWN AND TO MANUFACTURERS SPECIFICATIONS. (SEE LYNCOLE SPECIFICATIONS)
- 2) GROUNDING RODS 10'-0" LONG x 3/4" COPPER BONDED GROUND RODS
- 3) INSTALL AND PROVIDE SOLID BARE TINNED COPPER WIRE #2 AWG, GROUND RING BELOW GRADE 30". USE #2 AWG SOLID BARE TINNED COPPER GROUND "TAP" CONNECTING CONDUCTORS. (CONNECTIONS FOR ALL TAP CONDUCTORS TO BE PARALLEL AND "CAD WELD" CONNECTIONS)
- 4) FLEXIBLE GROUNDING STRAP TO BE USED TO PROVIDE A COMMON BOND BETWEEN GATE AND CHAIN LINK FENCE. #2 AWG SOLID COPPER BARE TINNED CONDUCTOR FROM GROUND RING TO FENCE USING CAD WELD CONNECTIONS. GROUND TAP TO BE PROVIDED ON EACH 4 SIDES TO GROUND RING AS DESCRIBED ABOVE.
- 5) BONDED GROUND TO BE PROVIDED TO GROUND RING FOR EACH OF THE FOLLOWING: BUILDING STEEL, HATCH PLATE, EMERGENCY RECEPTACLE, WAVE GUIDE STRUCTURE, FRAME WORK, BUILDING DISCONNECT.
- 6) FOR TOWER FRAME GROUNDING, REMOVE GALVANIZED COATING COMPLETELY AT SPOT TO "CAD WELD" TO AND CLEAN. #2 AWG SOLID BARE TINNED COPPER CONDUCTOR TO BE CAD WELDED APPROXIMATELY 1'-0" ABOVE FOUNDATION OR AT FLANGE IF PROVIDED BY TOWER MANUFACTURER. EXTEND CONDUCTOR TO GROUND RING. RIGHT ANGLES NOT ACCEPTED ALL BENDS TO BE SWEEPING.

## SITE PLAN-GROUNDING

SCALE: 3/16" = 1'-0"



REVISION

DATE

NO.

BLUEGRASS CELLULAR, INC.  
STANDARD CELLULAR SITE  
FORDSVILLE  
415 RIDGE RD. FORDSVILLE, KY. 42343

DRAWN BY:  
R. BECKER

ISSUE DATE:  
7-20-09

SCALE:  
LISTED

SHEET NUMBER

E-3



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 PHOTOCCELL 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, GENERATOR, 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) T1 CONDUIT WILL NEED TO BE PLACED FROM POLE TO BUILDING. (IF A MICROWAVE DISH IS USED, THE T1 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 GROUND.

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, 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.

8) 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 811 IN KENTUCKY, WHICH WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER 48 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
- TRANSFORMER
- LIGHTNING SUPPRESSOR
- SWITCH (DISCONNECT)
- METER PACK
- POWER
- GAS LINE
- WATER LINE
- SANITARY SEWER
- TELEPHONE
- SSD STORM SEWER DRAIN
- X FENCE



nbdesign1@bellsouth.net (502)599-9427

REVISION	DATE	NO.

BLUEGRASS CELLULAR, INC.  
STANDARD CELLULAR SITE  
FORDSVILLE  
415 RIDGE RD. FORDSVILLE, KY. 42343

DRAWN BY: R. BECKER	ISSUE DATE: 7-20-09	SCALE: LISTED
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General Notes

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of:**

<b>APPLICATION OF KENTUCKY RSA #3</b>	)	
<b>CELLULAR GENERAL PARTNERSHIP FOR</b>	)	
<b>APPROVAL TO CONSTRUCT AND OPERATE A NEW</b>	)	<b>CASE No. 2019-00177</b>
<b>CELL FACILITY TO PROVIDE CELLULAR RADIO</b>	)	
<b>SERVICE (FORDSVILLE) IN RURAL SERVICE AREA #3</b>	)	
<b>(OHIO COUNTY) OF THE COMMONWEALTH</b>	)	
<b>OF KENTUCKY</b>	)	

**AFFIDAVIT OF JOHN E. SELENT**

I, John E. Selent, being duly sworn, depose and state as follows:

1. My name is John E. Selent and I am a member of the Kentucky Bar Association.

I am legal counsel to Kentucky RSA #4 Cellular General Partnership d/b/a Bluegrass Cellular and am submitting this affidavit in conjunction with the above referenced matter.

2. In order to demonstrate compliance with 807 KAR 5:063 §1(1)(l) & (m), Exhibit 1 identifies, with the exception of the individual identified in paragraph 4, the names of the residents/tenants and property owners within 500 feet of the proposed tower who have been: (i) notified by written notice of the proposed construction, sufficient postage prepaid, by United States Certified Mail, return receipt requested; (ii) given the Commission docket number under which the application will be processed; and (iii) informed of the right to request intervention.

3. Attached as Exhibit 2 is a copy of the United States Certified Mail return receipt requested that demonstrates proof of service of the written notice of the proposed construction upon: (1) Robert B. and Belinda K. Lynn; (2) Hershel E. and Mildred E. Rusher; (3) Todd E. Kaysinger; (4) City of Fordsville; (5) Tony and Elizabeth Howard; (6) Cherl Hall; (7) Rebecca Wofford; and (8) James A. Wilkerson.



4. Service of the written notice of the proposed construction was attempted upon Willie T. Pierce, Jr., (see Exhibit 1) via United States Certified Mail pursuant to 807 KAR 5:063 §1(1)(l) & (m). Willie T. Pierce, Jr. was not served with a copy of the written notice of the proposed construction via United States Certified Mail. Therefore, another copy of the written notice of the proposed construction was sent to Willie T. Pierce, Jr. via Federal Express and United States First Class Mail. Willie T. Pierce, Jr. was served via Federal Express on Monday, July 1, 2019 (See Exhibit 3).

Further Affiant saith not.

  
\_\_\_\_\_  
John E. Selent

COMMONWEALTH OF KENTUCKY )

)SS:

COUNTY OF JEFFERSON )

SUBSCRIBED AND SWORN to before me this 12<sup>th</sup> day of July, 2019.

My commission expires: 6-2-2022

  
\_\_\_\_\_  
Notary Public

# 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

### Fordsville

Robert B. and Belinda K. Lynn  
1028 Ridge Road  
Fordsville, KY 42343

Hershel E. and Mildred E. Rusher  
220 W. Allen Street  
Kentland, IN 47951

Todd E. Kaysinger  
264 Ridge Road  
Fordsville, KY 42343

City of Fordsville  
P.O. Box 164  
Fordsville, KY 42343

Tony and Elizabeth Howard  
7644 Stevens School Road  
Whitesville, KY 42378

Cherl Hall  
415 Ridge Road  
Fordsville, KY 42343

Rebecca Wofford  
275 Ridge Road  
Fordsville, KY 42343

James A. Wilkerson  
98 Askins Road  
Fordsville, KY 42343

Willie T. Pierce, Jr.  
256 Wallace Street  
Fordsville, KY 42343

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

MAY 3, 2019  
Date



Robert B. and Belinda K. Lynn  
1028 Ridge Road  
Fordsville, Kentucky 42343

## **Public Notice**

Kentucky RSA #3 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 #3 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 190 foot monopole and an equipment shelter to be located at 415 Ridge Road, Fordsville, Ohio County, Kentucky, 42343. 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 2019-00177 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](http://www.myblueworks.com))

Hershel E. and Mildred E. Rusher  
220 W. Allen Street  
Kentland, Indiana 47951

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Todd E. Kaysinger  
264 Ridge Road  
Fordsville, Kentucky 42343

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City of Fordsville  
P.O. Box 164  
Fordsville, Kentucky 42343

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Tony and Elizabeth Howard  
7644 Stevens School Road  
Whitesville, Kentucky 42378

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Cherl Hall  
415 Ridge Road  
Fordsville, Kentucky 42343

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Rebecca Wofford  
275 Ridge Road  
Fordsville, Kentucky 42343

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James A. Wilkerson  
98 Askins Road  
Fordsville, Kentucky 42343

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## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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:

Robert B. & Belinda K. Lynn  
1028 Ridge Road  
Fordsville, KY 42343



9590 9402 4484 8248 9622 45

2. Article Number (Transfer from service label)

7018 1830 0002 2064 3559

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Belinda K. Lynn

☐ Agent  
☐ Address

B. Received by (Printed Name)

BELINDA K. LYNN

C. Date of Delivery

6/15/19

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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:

Hershel E. & Mildred E. Rusher  
220 W. Allen Street  
Kentland, IN 47951



9590 9402 4484 8248 9622 52

2. Article Number (Transfer from service label)

7018 1830 0002 2064 3566

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Peggy Rusher

☐ Agent  
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

6-11-19

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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:

Todd E. Kaysinger  
264 Ridge Road  
Fordsville, KY 42343



9590 9402 4484 8248 9622 69

2. Article Number (Transfer from service label)

7018 1830 0002 2064 3573

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Todd Kaysinger

☒ Agent  
☐ Address

B. Received by (Printed Name)

Todd Kaysinger

C. Date of Delivery

6-10

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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:

City of Fordsville  
P.O. Box 164  
Fordsville, KY 42343



9590 9402 4484 8248 9622 76

2. Article Number (Transfer from service label)

7018 1830 0002 2064 3580

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X April Schroeder ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

April Schroeder

C. Date of Delivery

6-10-19

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation<sup>1</sup>
- ☐ Signature Confirmation Restricted Delivery

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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:

Tony & Elizabeth Howard  
7644 Stevens School Road  
Whitesville, KY 42378



9590 9402 4484 8248 9622 83

2. Article Number (Transfer from service label)

7018 1830 0002 2064 3689

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Elizabeth Howard ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

Elizabeth Howard

C. Date of Delivery

6-11-19

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation<sup>1</sup>
- ☐ Signature Confirmation Restricted Delivery

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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:

Cheryl Hall  
415 Ridge Road  
Fordsville, KY 42343



9590 9402 4484 8248 9622 90

2. Article Number (Transfer from service label)

7018 1830 0002 2064 3696

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Cheryl Hall ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

Cheryl Hall

C. Date of Delivery

6-10

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation<sup>1</sup>
- ☐ Signature Confirmation Restricted Delivery



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature  <div style="text-align: center;"></div> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee </p> <p>B. Received by (Printed Name)  <div style="text-align: center;">REBECCA WOFFORD</div> </p> <p>C. Date of Delivery  <div style="text-align: center;">6-13-19</div> </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No </p>
<p>1. Article Addressed to:</p> <div style="text-align: center; font-size: 1.2em;"> Rebecca Wofford  275 Ridge Road  Fordsville, KY 42343 </div> <div style="text-align: center;">   9590 9402 4484 8248 9623 06 </div>	<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Adult Signature  <input type="checkbox"/> Adult Signature Restricted Delivery  <input checked="" type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Insured Mail  <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) </div> <div style="width: 35%;"> <input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Signature Confirmation  <input type="checkbox"/> Signature Confirmation Restricted Delivery </div> </div>
<p>2. Article Number (Transfer from service label)</p> <div style="text-align: center; font-size: 1.2em;">7018 1830 0002 2064 3535</div>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p> <p style="text-align: right;">Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature  <div style="text-align: center;"></div> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee </p> <p>B. Received by (Printed Name)  <div style="text-align: center;">James Wilkerson</div> </p> <p>C. Date of Delivery  <div style="text-align: center;">6-10</div> </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input checked="" type="checkbox"/> No </p>
<p>1. Article Addressed to:</p> <div style="text-align: center; font-size: 1.2em;"> James A. Wilkerson  98 Askins Road  Fordsville, KY 42343 </div> <div style="text-align: center;">   9590 9402 4484 8248 9623 13 </div>	<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Adult Signature  <input type="checkbox"/> Adult Signature Restricted Delivery  <input checked="" type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Insured Mail  <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) </div> <div style="width: 35%;"> <input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Signature Confirmation  <input type="checkbox"/> Signature Confirmation Restricted Delivery </div> </div>
<p>2. Article Number (Transfer from service label)</p> <div style="text-align: center; font-size: 1.2em;">7018 1830 0002 2064 3542</div>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p> <p style="text-align: right;">Domestic Return Receipt</p>	

Willie T. Pierce, Jr.  
256 Wallace Street  
Fordsville, Kentucky 42343

## **Public Notice**

Kentucky RSA #3 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 #3 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 190 foot monopole and an equipment shelter to be located at 415 Ridge Road, Fordsville, Ohio County, Kentucky, 42343. 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 2019-00177 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](http://www.myblueworks.com))

## INGLE, KERRY

**From:** TrackingUpdates@fedex.com  
**Sent:** Monday, July 01, 2019 9:34 AM  
**To:** INGLE, KERRY  
**Subject:** FedEx Shipment 775593104500: Delivery scheduled for today

Your delivery is scheduled for today,  
07/01 by 12:00 pm

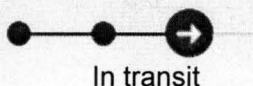
See "Preparing for Delivery" for helpful tips

Tracking # 775593104500



Ship date:  
Fri, 6/28/2019

Kerry W. Ingle  
DINSMORE & SHOHL  
LLP  
LOUISVILLE, KY 40202  
US



Scheduled delivery:  
Mon, 7/1/2019 by  
12:00 pm

Willie T. Pierce, Jr.  
256 Wallace Street  
FORDSVILLE, KY 42343  
US

### Shipment Facts

Our records indicate that the following package is  
scheduled to be delivered to you:

Tracking number:	<u>775593104500</u>
Status:	On FedEx vehicle for delivery
Reference:	21963.50
Service type:	FedEx Priority Overnight®
Packaging type:	FedEx® Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services:	Residential Delivery  Deliver Weekday
Standard transit:	7/1/2019 by 12:00 pm

### Preparing for Delivery

To help ensure successful delivery of your shipment,





Legal Counsel.

DINSMORE & SHOHL LLP  
101 South Fifth Street ^ Suite 2500 ^ Louisville, KY 40202  
www.dinsmore.com

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

June 4, 2019

***Via Certified Mail***

Honorable David Johnston  
Ohio County Judge Executive  
130 East Washington Street, # 209  
Hartford, Kentucky 42347

7018 1830 0002 2064 3504

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To <i>Ohio CTE</i>	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

**Re: Application of Kentucky RSA #3 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 415 Ridge Road, Fordsville, Ohio County, Kentucky, 42343, before the Public Service Commission of the Commonwealth of Kentucky, Case No. 2019-00177**

Judge Johnston:

Kentucky RSA #3 Cellular General Partnership d/b/a Bluegrass Cellular 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 190 foot monopole and an equipment shelter to be located at 415 Ridge Road, Fordsville, Ohio County, Kentucky, 42343

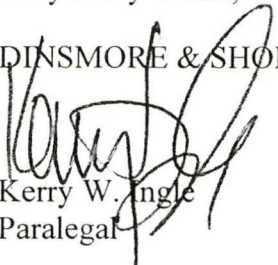
. A map showing the location is attached.

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. 2019-00177 in your correspondence.

Very Truly Yours,

DINSMORE & SHOHL LLP

  
Kerry W. Ingle  
Paralegal

Enclosure



## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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 Johnston  
Ohio County Judge Executive  
130 E. Washington St., #209  
Hartford, KY 42347



9590 9402 4484 8248 9623 37

2. Article Number (Transfer from sender's label)

7018 1830 0002 2064 3504

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Chandra Sh*☐ Agent☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery  
(over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☒ Return Receipt for Merchandise☐ Signature Confirmation☐ Signature Confirmation Restricted Delivery











## **PUBLIC NOTICE**

Kentucky RSA #3 Cellular  
General Partnership proposes  
to construct a cellular  
communications

## **MONOPOLE**

near this site. If you have any  
questions please contact:

Kentucky RSA #3 Cellular  
General Partnership  
P.O. Box 5812  
2902 King Road  
Elizabethtown, KY 40120

Executive Director  
The Public Service Commission  
211 Dover Boulevard  
P.O. Box 616  
Frankfort, KY 40602

Please refer to  
**Case #2019-00177**  
in your correspondence.







# **PUBLIC NOTICE**

Kentucky RSA #3 Cellular  
General Partnership proposes  
to construct a cellular  
communications

# **MONOPOLE**

on this site. If you have any  
questions please contact:

Kentucky RSA #3 Cellular  
General Partnership  
P.O. Box 5012  
2902 Ring Road  
Elizabethtown, KY 42701

or

Executive Director,  
The Public Service Commission  
211 Sower Boulevard  
P.O. Box 615  
Frankfort, KY 40602

Please refer to  
**Case #2019-00177**  
in your correspondence.



# ***Times-News***

P-O. Box 226 – Hartford, KY 42347  
Phone: 270-298-7100 Fax: 270-298-9572

---

## **NEWSPAPER AFFIDAVIT**

I, Jowanna Bandy, General Manager of the Times-News Newspaper published at Hartford and having the largest general circulation of any newspaper in Ohio County, Kentucky do hereby certify that from my own knowledge and a check of the files of this newspaper that the Notice from Kentucky RSA #3 Cellular General Partnership d/b/a Bluegrass Cellular is applying to the Kentucky Public Service Commission to construct and operate a new cellular radio telecommunications facility in Fordsville, KY, was inserted in the Times-News on June 5, 2019, Page A-16.

---

*Jowanna Bandy*

Jowanna Bandy, General Manager

Subscribed And Sworn To Before Me By Jowanna Bandy This 6th day of June 2019

My Commission expires May 19, 2021, ID 577027.

*Deborah Bradley*

Deborah Bradley



LEGALS

LEGALS

NOTICE

Kentucky RSA #3 Cellular General Partnership d/b/a Bluegrass Cellular is applying to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide cellular radio telecommunications service in rural service area #3 of the Commonwealth of Kentucky (Fordsville Cell Site). The facility will include a 190 foot monopole and an equipment shelter to be located at 415 Ridge Road, Fordsville, Ohio County, Kentucky, 42343. Your comments and requests for intervention should be addressed to: Executive Director's Office, Public Service Commission, Post Office Box 615, 211 Sower Boulevard, Frankfort, Kentucky 40602. Please refer to Case No. 2019-00177 in your correspondence.

PUBLIC HEARING NOTICE/  
CONDITIONAL USE APPLICATION

The Hartford/Beaver Dam Joint Board of Adjustment will hold a public hearing, beginning at 6 p.m., Tuesday the 11th day of June 2019. The meeting will be held in the Beaver Dam City Hall Conference Room. The board shall make finding of facts and a recommendation of approval or disapproval, in reference to an application for a conditional use. You are hereby notified of the application made by property owner, Scott Housefield, S&S Venture Partners. The property is located at 1102 Main Street, Hartford, Kentucky 42347. The lot has an existing structure which will be used for a storefront to sell CBD produce. The back of the building will be used to receive and disburse merchandise for processing. Nancy Crea, Administrator, 270-256-5798

NOTICE

TIMES-I

(e)  
**\*\*Line**

TO WRITE YOUR  
SPACE. Indicate n  
the ad to run under  
(Heading include: A  
vice, Mobile Homes

HEADING I WANT

I want to run th

1
6
11
16
21
26



# **Times-News**

P-O. Box 226 – Hartford, KY 42347  
Phone: 270-298-7100 Fax: 270-298-9572

---

## **NEWSPAPER AFFIDAVIT**

I, Luba Baxter, Manager of the Times-News Newspaper published at Hartford and having the largest general circulation of any newspaper in Ohio County, Kentucky do hereby certify that from my own knowledge and a check of the files of this newspaper that the Notice for Kentucky RSA #3 Cellular General Partnership d/b/a Bluegrass Cellular applying to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide cellular radio telecommunications service at 415 Ridge Road, Fordsville, Kentucky, was inserted in the Times-News on July 3, 2019, Page A-10.

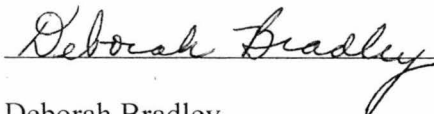
---



Luba Baxter, Manager

Subscribed And Sworn To Before Me By Luba Baxter This 8th day of July 2019.

My Commission expires May 19, 2021, ID 577027.



Deborah Bradley

Total Other				
Financing Sources (Uses)	275,000	275,000	141,798	(133,202)
Net Change in Fund Balance	(45,000)	(45,000)	135,084	180,084
Fund Balance - July 1, 2017	45,000	45,000	57,486	12,486
Fund Balance - June 30, 2018	\$ -	\$ -	\$192,570	\$192,570

## NOTICE

Kentucky RSA #3 Cellular General Partnership d/b/a Bluegrass Cellular is applying to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide cellular radio telecommunications service in rural service area #3 of the Commonwealth of Kentucky (Fordsville Cell Site). The facility will include a 190 foot monopole and an equipment shelter to be located at 415 Ridge Road, Fordsville, Ohio County, Kentucky, 42343. Your comments and requests for intervention should be addressed to: Executive Director's Office, Public Service Commission, Post Office Box 615, 211 Sower Boulevard, Frankfort, Kentucky 40602. Please refer to Case No. 2019-00177 in your correspondence.

## LEGALS

**BECOME A PUBLISHED AUTHOR!** Publications sold all major secular & special Christian bookstores. CA Christian Faith Publishing 1 your FREE author submission kit. 1-877-422-5856

**DO YOU HAVE A FESTIVAL** coming up?. Advertise in the newspaper plus 83 other newspapers in KY for only \$25. Save time and money by making one call for all! For more information, contact the classified department of this newspaper or call KPS at 1-502-228821, email: trevlett@kypres.com

**CASE STORAGE** is enforcing the lien against the following occupants: A-8 - Men Brown, C-4 - Brandon Smith and E43 - Haylea Vanderve. The auction will be July 5, 2017 at 10 a.m. located at 622 Highway 231 South, Beaver Dam. We reserve the right to refuse any bid. 7-3pd

## BID NOTICE

The City of Centertown will be accepting bids for the following:

**Mobile Home Trailer at  
440 Broadway Street  
Centertown.**

Bids will be accepted at City Hall until 12 (noon) on July 19. The city reserves the right to refuse any and all bids. For questions, please call 270-232-5067 (office hours 8:30 a.m. - 1 p.m., Monday thru Friday)



**SUBSCRIBE  
TWO WAYS**

# Subscribe online a





### Design Site and Search Map

Site Name:	Fordsville +
Latitude:	37°-38'-33.0" N
Longitude:	86°-42'-46.0" W
Ground Elevation:	690' (AMSL)
Radiation Center Height:	195' AGL
7.5 Minute Map:	Fordsville, KY Quadrangle
Note:	Minimum GE is 600 ft AMSL

### RF Candiadet Map

Site Name:	Fordsville X
Latitude:	37°-38'-29.43" N
Longitude:	86°-42'-53.40" W
Ground Elevation:	637' (AMSL)
Radiation Center Height:	195' AGL
7.5 Minute Map:	Fordsville, KY Quadrangle





*Ohio County Boundary*



*Constructed Towers Registered  
with the FCC*

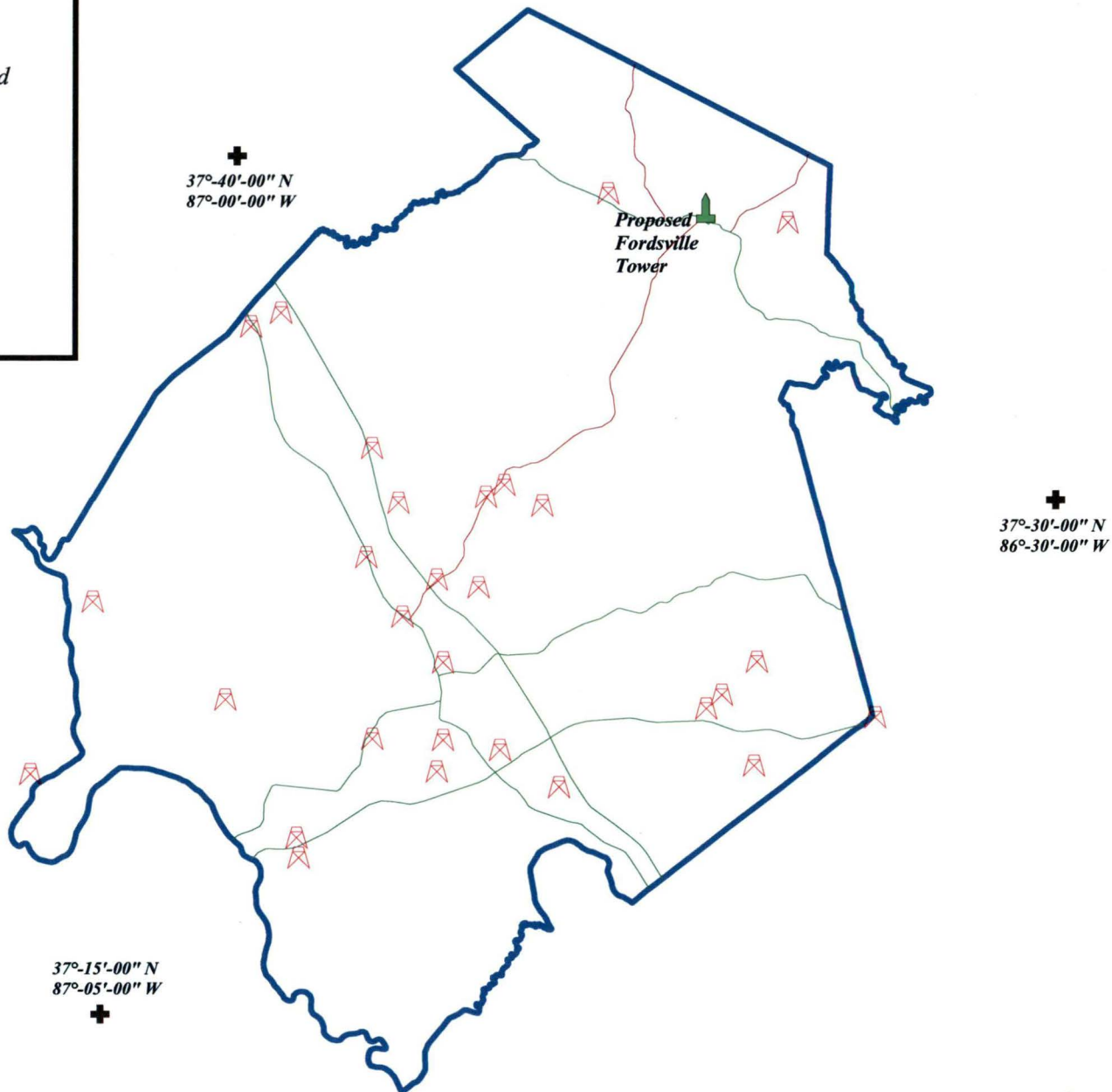
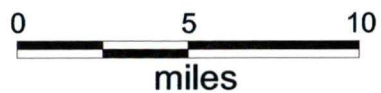


*Proposed Tower Location*



*Tick Mark*

*Prepared By: LLGS Engineering March 8, 2019*



***Information on Towers Registered with the FCC  
in Ohio County and 1/2 Mile Area Outside of the County Boundary***

<b>FCC ASR No.</b>	<b>North Latitude</b>	<b>West Longitude</b>	<b>City, State</b>	<b>Tower Owner</b>
1043042	37-23-0	86-52-28	Beaver Dam, KY	BLUEGRASS CELLULAR
1043140	37-25-15.8	86-52-28	Beaver Dam, KY	Spectrum Mid-America, LLC
1043433	37-22-42.8	86-50-23.2	Beaver Dam, KY	Crown Castle South LLC
1043562	37-28-20	86-55-17	Hartford, KY	Kenergy Corporation
1043690	37-26-36	86-53-57	Hartford, KY	Radio Active Media, Inc.
1043693	37-35-3	86-59-29	Utica, KY	Radio Active Media, Inc.
1044199	37-38-4.3	86-39-53.3	Fordsville, KY	Crown Castle South LLC
1044556	37-30-26	86-50-14	Hartford, KY	Midwestern Gas Transmission
1044620	37-22-1	87-7-33	Central City, KY	KENTUCKY UTILITIES COMPANY
1044823	37-29-55	86-54-6	Hartford, KY	KY EMERGENCY WARNING SYSTEM KEWS
1200402	37-29-50	86-48-51	Jingo, KY	Big Rivers Electric Corporation
1200799	37-27-3	87-5-16	Livermore, KY	Big Rivers Electric Corporation
1201055	37-25-17.1	86-41-0	Rosine, KY	Global Tower, LLC. through American Towers, LLC
1207824	37-30-5	86-50-54	Hartford, KY	Ford Communication
1213965	37-24-19	86-42-17	Horse Branch, KY	Crown Castle South LLC
1214609	37-31-30.4	86-55-4.2	Hartford, KY	Crown Castle South LLC
1217201	37-19-34.6	86-57-44.7	Beaver Dam, KY	Crown Communications LLC
1217205	37-23-55	86-42-51.2	Horse Branch, KY	Crown Communications LLC
1217218	37-27-41.2	86-52-41.8	Hartford, KY	Crown Communications LLC
1217219	37-23-39.9	86-36-37.8	Morgantown, KY	Crown Communications LLC

***Information on Towers Registered with the FCC  
in Ohio County and 1/2 Mile Area Outside of the County Boundary***

<b>FCC ASR No.</b>	<b>North Latitude</b>	<b>West Longitude</b>	<b>City, State</b>	<b>Tower Owner</b>
1217766	37-35-27.1	86-58-23.4	Whitesville, KY	Crown Communications LLC
1244914	37-20-9.1	86-57-49.5	Beaver Dam, KY	CCATT LLC
1248652	37-38-54.8	86-46-27.4	Fordsville, KY	CCATT LLC
1259133	37-22-15.1	86-41-5.9	Louisville, KY	Tower Acquisition, LLC
1268684	37-21-37.8	86-48-14.3	Beaver Dam, KY	Newberry Broadcasting, Inc.
1283270	37-27-27	86-51-10.1	Hartford, KY	OHIO COUNTY AIRPORT
1285647	37-22-5	86-52-41.9	Beaver Dam, KY	Kentucky Utilities Company
1285648	37-24-11	87-0-25.6	Centertown, KY	Kentucky Utilities Company
1290350	37-23-1.8	86-55-3.7	McHenry, KY	American Towers LLC