



Village of



Germantown

Willkommen

Fee must accompany application

\$1460 Paid _____ Date _____

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

Please read and complete this application carefully. All applications must be signed and dated.

1 APPLICANT OR AGENT

Keefe John
Ethoplex, LLC
115W19150 Edison Dr
Germantown WI 53022
Phone (262) 345-5200
Fax ()
E-Mail kjohn@ethoplex.com

PROPERTY OWNER

Tedplex, LLC
115W19150 Edison Dr
Germantown WI 53022
Phone ()

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Ethoplex, LLC

3 PROPERTY ADDRESS

115W19150 Edison Dr

TAX KEY NUMBER

GTNV-204951

4 DESCRIPTION OF EXISTING OPERATION

Briefly describe the use as it exists today, including use, size, number of employees, hours of operation, etc. If this permit involves new construction, describe the current status of the property, e.g. "vacant." Use additional pages as necessary.

multi-tenant industrial / flex space. Ethoplex intends to construct new telecommunications tower.

5 DESCRIPTION OF PROPOSED OPERATION

Write the name of the proposed conditional use exactly as it appears in the Municipal Code.

Wireless Communications Facility

Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations.

195' self support tower, antennas, equipment

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY — REQUIRED

6

Attach pages as necessary.

See attached legal description.

SUPPORTING DOCUMENTATION:

7

- Site plan and elevations for new construction (can be conceptual)
- Photos of existing use and/or proposed use operating elsewhere
- _____
- _____

READ AND INITIAL THE FOLLOWING:

8

- I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.
- I will notify the Village if any aspect of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.
- I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.

SIGNATURES — ALL APPLICATIONS MUST BE SIGNED BY OWNER!

9

[Signature] 5/6/19
Applicant Date

[Signature] 5/6/19
Owner Date

Site Plan – Ethoplex LLC – N115W19150 Edison Dr, Germantown WI 53022



ATC 155' transmission tower

Proposed Tower Location

120' Existing Guyed Tower

EHQ - Ethoplex HQ Tower

Edison Dr

Site Plan – Ethoplex LLC – N115W19150 Edison Dr, Germantown WI 53022



Site Plan – Ethoplex LLC – N115W19150 Edison Dr, Germantown WI 53022



Site Plan – Ethoplex LLC – N115W19150 Edison Dr, Germantown WI 53022



May 6th, 2019

Mr. Jeff Retzlaff
Ms. Lori Johnson
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

Re: Application for Conditional Use Permit for Wireless Communications Facility

Applicants: Ethoplex, LLC
Parcel Owner: Techplex, LLC

Dear Jeff and Lori:

I am the owner and CEO of Ethoplex, LLC and Techplex, LLC. Ethoplex and Techplex (the "Applicants") respectfully request the review and issuance of a conditional use permit to construct a wireless communications facility at the parcel noted above.

The proposed facility meets the guidelines in Wis. Stat. § 66.0404 (the "Wireless Siting Law"). It includes a 195-foot self-support tower.

The Wireless Siting Law sets forth six (6) requirements which must be included in an application to construct a new tower. Those requirements, as well as the Applicants' responses to those requirements, follow. It is my belief that the information and related enclosures set forth in this letter fulfill the requirements of the Wireless Siting Law.

1. The name and business address of, and the contact individual of, the applicant.

Ethoplex, LLC and Techplex, LLC
N115W19150 Edison Dr
Germantown WI 53022
Keefe John, CEO
kjohn@ethoplex.com
Tel: 262-345-5200

2. The location of the proposed or affected support structure.

Applicants propose to construct a mobile service facility and related mobile support service structure, as defined by the Wireless Siting Law, (the "Installation") at N115W19150 Edison Dr.

The Tower will be constructed by Ethoplex and located behind the building in a fenced in area.

3. The location of the proposed mobile service facility.

The Wireless Siting Law defines "mobile service facility" as:

the set of equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and associated equipment, that is necessary to provide mobile service to a discrete geographic area, but does not include the underlying support structure.

The Construction Drawings depict where the mobile service facility will be located on the Property. The Tower and mobile service facility is designed to accommodate at least three (3) additional wireless providers.

4. If the application is to substantially modify an existing support structure, a construction plan which describes the proposed modifications to the support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment associated with the proposed modifications.

The application proposes installation of a new tower; therefore, the requirements of this section are not applicable.

5. If the application is to construct a new mobile service support structure, a construction plan which describes the proposed mobile services support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment to be placed on or around the new mobile service support structure.

The Construction Drawings set forth this information.

6. If an application is to construct a new mobile service support structure, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider.

Ethoplex chose this location because it is our headquarters and where our head-end is located. No other sites in the search ring provide a feasible alternative.

SETBACK

The Wireless Siting Law provides that if an applicant furnishes an engineering certification showing that a mobile service support structure is designed to collapse within an area smaller than the setback or fall zone area required in a zoning ordinance, that zoning ordinance does not apply unless the political subdivision provides the applicant with substantial evidence that the engineering certification is flawed. Rohn, the Tower manufacturer and has issued the certification that the Tower has a fall radius of 90 feet, keeping it within the lot lines. The Tower is set 91.5 feet from the nearest (east) property line.

ADDITIONAL DISCUSSION

Ethoplex is a Wireless Internet Service Provider that has been based in Germantown, WI for over 12 years. Ethoplex provides wireless internet to homes, businesses, and other organizations throughout SE Wisconsin. In addition to providing mobile LTE wireless at this site Ethoplex will also provide Fixed Wireless and 5G services.

This tower is in support of a Wisconsin PSC Broadband Grant to improve broadband services in Washington County. Additionally, the tower is financed by Economic Development Washington County.

Ethoplex is a growing business and plans to add several jobs within the next three years.

The Installation will provide a great benefit in providing high quality, technologically advanced wireless communication services to the area. The Installation will conform to all applicable laws and regulations, including the national standard's seventh revision for Steel Antenna Towers and Antenna Supporting Structures published by the Telecommunications Industry Association (ANSI/TIA 222-G), Federal Communications Commission, and Federal Aviation Administration ("FAA"). Enclosed is the FAA Determination of No Hazard, which further negates any risk posed by the Tower.

The Installation will fill the void for wireless coverage within the immediate geographic area of the site. Once constructed, the Installation's ability to accommodate additional carriers on the Tower will negate requests for additional towers in the area. Ethoplex will be actively marketing this tower site for collocation to all communications users.

Should you require further information or have questions regarding the application, please contact me directly at 262-345-5200 or by e-mail at kjohn@ethoplex.com.

Best Regards,

Keefe John
CEO
Ethoplex, LLC
N115W19150 Edison Dr
Germantown WI 53022

COMMITMENT - SCHEDULE A

File Number: 32718

LEGAL DESCRIPTION

Parcel Three (3) of Certified Survey Map No. 1825, recorded in the office of the Register of Deeds for Washington County on January 17, 1978, in Volume 9 of Certified Survey Maps, on Pages 263 through 266, as Document No. 398687, and being a part of the North One-half (1/2) of the Southeast One-quarter (1/4) of Section Twenty (20), in Township Nine (9) North, Range Twenty (20) East, in the Village of Germantown, County of Washington, State of Wisconsin.

* * * * *



Shipping Address

#1 Fairholm Avenue, Peoria, Illinois 61603 USA

Phone: 309-566-3000

Mailing Address

P.O. Box 5999, Peoria, Illinois 61601-5999 USA

www.rohntower.com

QUOTATION

Quote To: ETHOPLEX
Keefe John
kjohn@ethoplex.com
Germantown WI, 53022
Phone Number: 262-893-9518

Proposal Number: Q18-10783 - 1
Quote Date: 5/24/2018
Quote Valid for: 30 days

ROHN Contact: JD Long

Phone: 309-566-3030

Email: j.long@rohntower.com

| Item # | Qty | Description | Unit Price |
|-------------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| C-18883 | 1 | ROHN Structure: 195ft Self-Supporting Tower Model RT (Tubular Leg, Angle Brace) Designed to Support the Antennas & Transmission Lines as shown on enclosed drawing "Q18-10783-2 PROFILE" for site "Germantown" located in Washington County, WI | |
| STRUCTURE | | Rohn Structure Parts Total | \$23,362.00 |
| C-18883-A | | Anchor Bolts & Full Size Templates | \$1,737.00 |
| DESIGN | | Design Drawings & Calculations w/State PE Seal (If Each Pg of a Design Set must be sealed, Please ADD \$250.00 for EACH set prepared in this manner) | \$1,000.00 |
| FOUNDATION DESIGN | | Conventional Foundation design based on submitted soil report | \$500.00 |
| SUB TOTAL | | | \$26,599.00 |
| TOTAL | | | \$26,599.00 |

This Structure is designed for:

Design Code: ANSI/TIA-222-REV G 2005
Wind Speed: ASCE 7-16 Ultimate Wind Speed (No Ice) = 106 MPH
Wind Speed With Ice: 40 MPH with 0.75 inches Ice
Structure Class: II
Exposure Category: C
Topographic Category: 1

Price above includes:

- Tower Sections
- Step Bolts for Climbing
- Tuf Tug Safety Cable Type System w/o Trolley or Harness
- (1) 5ft Lightning Rod (no downlead)
- (3) Base Grounding Lugs
- (1) 15-Hole Waveguide Ladder w/4ft spacing (Tower Base to Top)

Any Applicable State Sales Tax is NOT INCLUDED in the Prices Quoted. Please provide Sales Tax Exemption Information if Applicable.

NOTES:

- Structure Height is Nominal, unless otherwise stated.
 - Structure is designed to support the Antennas and Transmission Lines as per the attached preliminary profile drawing.
 - Sealed Design Drawings and Calculations will be supplied in electronic format only unless otherwise requested.
 - If Each Page of a Design set must be sealed, Please ADD \$250.00 for EACH set prepared in this manner.
 - All welding conforms to AWS.
- Additional corrosion protection may be required for steel guy anchors and direct embedded poles that come in direct contact with soil. This additional corrosion protection is to be provided by others, unless otherwise indicated.
- Estimated foundation based on REV G Presumptive clay soil: see attached drawing.
 - In accordance with TIA-222-G, a geotechnical site investigation is required for a Class III structure and is preferred for Class I and II structures. When “Normal Soil” or “Presumptive Parameters” are used, it is the customer’s responsibility to ensure that the soil conditions are consistent with the design criteria. ROHN does not accept liability for foundation designs that are based on normal soil or presumptive parameters. ROHN recommends a site-specific geotechnical report be obtained for all site-specific foundation designs (refer to TIA-222-G Annex G for guidelines for geotechnical investigations).
 - Step Bolts are provided on one leg for all other sections that are not below:
 - 4-Bay sections below RTT12 will have bolts on 3 legs.
 - 3-Bay sections below RTT06 will have bolts on 3 legs.
 - 2-Bay sections all have bolts on 3 legs.
 - ROHN'S proposal does not include GROUNDING, unless, the Optional REV G Standard Base Grounding Kits are purchased.

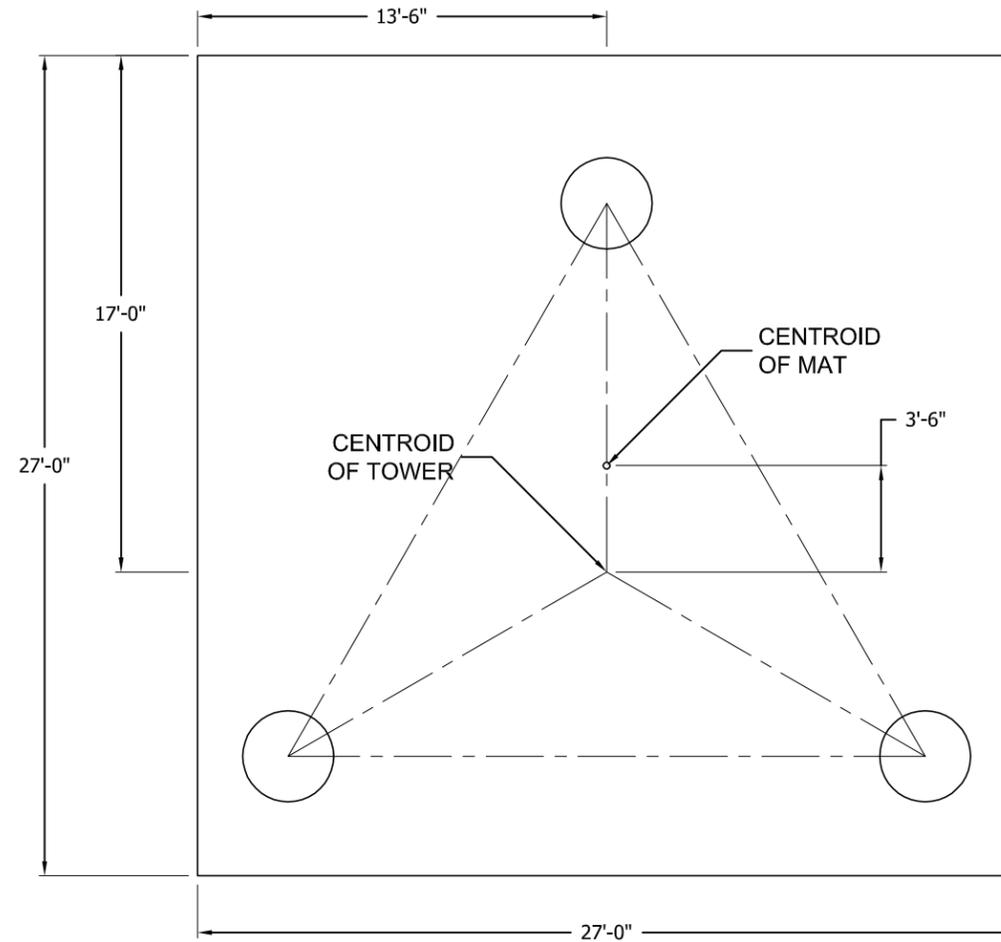
Please note that lead times are estimated and can fluctuate due to production capacity and material availability. The estimated lead times are reassessed upon receiving the Purchase Order. Please contact ROHN to verify current lead times or if a better delivery date is possible when placing an order.

Estimated Current Engineering Design Package Lead Time (ARO): 7 Business Days
 Estimated Current Structure Lead Time (ARO): 9-10 Weeks

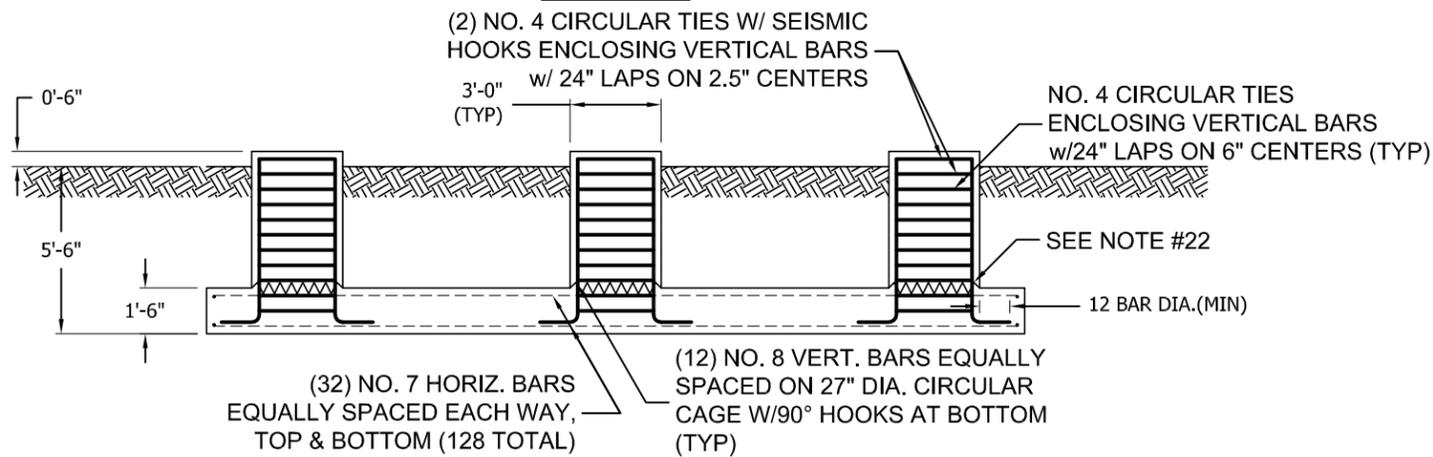
Optional Items: Not Included in Total Price. Price is Per Each Item

| Qty | Description | Unit Price | Extended Price |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| 1 | Estimated Freight for Anchor Bolt Shipment to Germantown, WI 53022 | \$305.00 | \$305.00 |
| 1 | Estimated Freight Charges (FLAT BED TRAILER) for shipment of the Above Quoted Tower Material to an accessible delivery site in Germantown, WI with unloading by the customer | \$1,500.00 | \$1,500.00 |
| 1 | Trolley Only | \$190.00 | \$190.00 |
| 1 | Journeyman Harness (Tuf Tug) | \$150.00 | \$150.00 |
| 1 | TIA REV G Standard Grounding | \$445.00 | \$445.00 |
| 1 | 12ft Rotatable Leg Mntg Frame Assembly w/12 Mtg Pipes | \$2,952.00 | \$2,952.00 |
| 1 | Leg Dish Mount w/o Tie-Backs | \$195.00 | \$195.00 |

NOTE: SEE DRAWING NO. B090548 FOR STANDARD FOUNDATION NOTES.



PLAN VIEW



ELEVATION VIEW

CONCRETE VOLUME (cu.yds)

| | ROUND |
|-------|-------|
| PIER | 3.5 |
| PAD | 40.5 |
| TOTAL | 44.0 |

FACTORED REACTIONS

| | |
|------------------|---------------|
| Maximum O.T.M = | 4,622.42 FT-K |
| Total Tower Wt = | 38.53 KIPS |
| Total Shear = | 40.71 KIPS |
| Max. Shear/Leg = | 25.16 KIPS |
| Max. Ten./Leg = | 231.85 KIPS |
| Max. Comp./Leg = | 269.21 KIPS |

FILE NO. Q18-10783-1

| REVISIONS | | | | |
|-----------|-------------|-----|-----|-----|
| REV. | DESCRIPTION | DWN | CHK | APP |
| | | | | |

PRELIMINARY
NOT FOR CONSTRUCTION



PO BOX 5999
PEORIA, IL 61601-5999
TOLL FREE 800-727-ROHN

THIS DRAWING IS THE PROPERTY OF ROHN. IT IS NOT TO BE REPRODUCED, COPIED OR TRACED IN WHOLE OR IN PART WITHOUT OUR WRITTEN CONSENT.

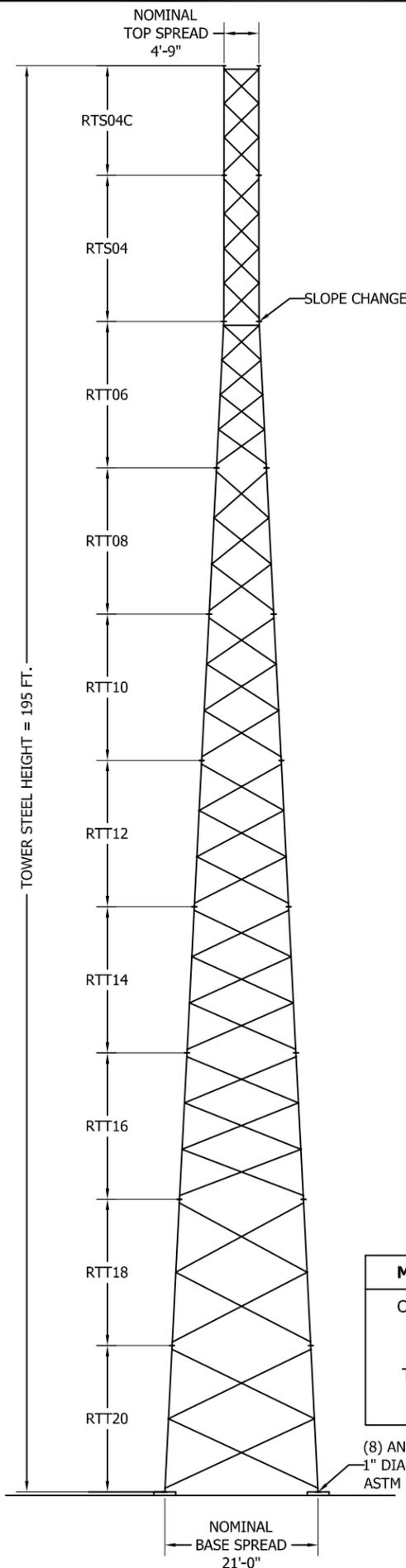
**MAT WITH RAISED PIERS
PRESUMPTIVE CLAY PER ANSI/TIA-222-G**

| | | |
|---------|--------|-----------------|
| DWN: AS | CHK'D: | DATE: 5/23/2018 |
|---------|--------|-----------------|

| | |
|--------|-----------------|
| ENG'R: | SHEET #: 1 OF 1 |
|--------|-----------------|

| | |
|----------------|--------------|
| PRJ. ENG'R: AS | PRJ. MANG'R: |
|----------------|--------------|

| | |
|------------------------------------|--------|
| DRAWING NO: Q18-10783-1 FOUNDATION | REV: 0 |
|------------------------------------|--------|



| MAXIMUM FACTORED REACTIONS | |
|----------------------------|-------------------|
| COMPRESSION | = 269.2 KIPS |
| TENSION | = 231.9 KIPS |
| TOTAL SHEAR | = 40.7 KIPS |
| O.T.M. | = 4,622.4 FT-KIPS |

(8) ANCHOR BOLTS (24 TOTAL)
1" DIA. X 70" LONG
ASTM F1554 Gr. 105

TOWER DESIGN LOADING

DESIGN WIND LOAD PER ANSI/TIA-222-G:
 ASCE 7-16 ULTIMATE WIND SPEED (NO ICE) = 106 MPH
 BASIC WIND SPEED (ICE) = 40 MPH
 DESIGN ICE THICKNESS = 0.75 IN.
 STRUCTURE CLASS = II
 EXPOSURE CATEGORY = C
 TOPOGRAPHIC CATEGORY = 1
 EARTHQUAKE SPECTRAL RESPONSE ACCELERATION: SS = 0.071

THIS TOWER IS DESIGNED TO SUPPORT THE FOLLOWING LOADS:

| ELEVATION (FT) | ANTENNA TYPE | LINE SIZE (NOM) |
|----------------|---------------------------------------------------------------------|-----------------|
| TOP | LIGHTNING ROD | - |
| 190 | (12) CUX063X25X00 [8 FT PANELS] & (12) RRUS-11 ON (3) SECTOR FRAMES | (12) 1-5/8" |
| 180 | (12) CUX063X25X00 [8 FT PANELS] & (12) RRUS-11 ON (3) SECTOR FRAMES | (12) 1-5/8" |
| 170 | (12) CUX063X25X00 [8 FT PANELS] & (12) RRUS-11 ON (3) SECTOR FRAMES | (12) 1-5/8" |
| 100 | (2) 4 FT STANDARD DISHES [AZ. 0 & 120 DEG] [6 GHZ] | (2) EW63 |

FILE NO.

Q18-10783-1

| REVISIONS | | | | |
|-----------|-------------|-----|-----|-----|
| REV. | DESCRIPTION | DWN | CHK | APP |
| | | | | |

PRELIMINARY
NOT FOR CONSTRUCTION

SECTION MAIN MEMBER SCHEDULE

| SECTION | LEG | DIAGONAL | HORIZONTALS |
|---------|------------------|-----------------------|-----------------------|
| RTS04C | PIPE 2.875x0.203 | L1 3/4x1 3/4x1/8 (3) | L1 3/4x1 3/4x3/16 (1) |
| RTS04 | PIPE 3.500x0.216 | L2x2x1/8 (4) | N/A |
| RTT06 | PIPE 3.500x0.300 | L2x2x1/8 (4) | L1 3/4x1 3/4x3/16 (1) |
| RTT08 | PIPE 4x0.318 | L2x2x1/8 (3) | N/A |
| RTT10 | PIPE 4.500x0.337 | L2x2x3/16 (3) | N/A |
| RTT12 | PIPE 5.563x0.375 | L2 1/2x2 1/2x3/16 (3) | N/A |
| RTT14 | PIPE 5.563x0.375 | L2 1/2x2 1/2x3/16 (3) | N/A |
| RTT16 | PIPE 5.563x0.375 | L3x3x3/16 (3) | N/A |
| RTT18 | PIPE 6.625x0.340 | L3 1/2x3 1/2x1/4 (2) | N/A |
| RTT20 | PIPE 6.625x0.432 | L3 1/2x3 1/2x1/4 (2) | N/A |

NOTE: SECTION NUMBERS ARE FOR REFERENCE ONLY. FOR NOMINAL FACE WIDTH DIMENSIONS, REFER TO THE STRESS ANALYSIS.
 THE NUMBERS SHOWN IN PARENTHESES INDICATE THE NUMBER OF BAYS FROM TOP TO BOTTOM.



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 PEORIA, IL 61601-5999
 TOLL FREE 800-727-ROHN

THIS DRAWING IS THE PROPERTY OF ROHN. IT IS NOT TO BE REPRODUCED, COPIED OR TRACED IN WHOLE OR IN PART WITHOUT OUR WRITTEN CONSENT.

ETHOPLEX
 DESIGN PROFILE
 195 FT RT TOWER
 GERMANTON, WI

| | | |
|---------|--------|-----------------|
| DWN: AS | CHK'D: | DATE: 5/23/2018 |
|---------|--------|-----------------|

| | |
|-------|-----------------|
| ENGR: | SHEET #: 1 OF 1 |
|-------|-----------------|

| | |
|---------------|--------------|
| PRJ. ENGR: AS | PRJ. MANG'R: |
|---------------|--------------|

| | |
|---------------------------------|--------|
| DRAWING NO: Q18-10783-1 PROFILE | REV: 0 |
|---------------------------------|--------|

Quote Specific Terms:

- 1- This proposal is valid for 30 calendar days from the quotation date. Please refer to ROHN's proposal number when submitting your purchase order.
- 2- Typically ROHN's Terms for Material Purchases are: 1/3 down payment – with the order, prior to fabrication; 1/3 down payment – when fabrication is complete and the tower is ready to ship; 1/3 within 30 days of shipment from the point of manufacturing.
- 3- This proposal is subject to the attached Terms and Conditions of Sale.
- 4- Foundation and tower designs, if ordered independently, are \$1500. This cost is deductible from the overall price of the structure once the structure is released for production and shipped. Design work will be billed at the time the service is provided. Please specify as a separate line item on your purchase order.
- 5- Quoted prices do not include taxes. Refer to Terms and Conditions of Sale. Taxes will be invoiced unless an exemption certificate is provided with the order.
- 6- Shipment schedules are contingent upon the backlog at the time of order and the availability of materials and resources.
- 7- Certification of ROHN's products or foundation designs based on specifications provided to ROHN's do not include services for serving as a project's prime professional or engineer of record for the purposes of reviewing and coordinating documents submitted for a building permit, including deferred submittals and documents prepared by others. ROHN's has not verified that the design parameters provided to ROHN's for this proposal meets the requirements for the intended application or meets the requirements of the appropriate regulatory agencies. Price adjustments may apply for requirements in addition to those stated in this proposal.
- 8- Prices for foundation designs to be based on geotechnical data to be supplied at the time of an order are based on the design of conventional foundations consisting of pier and pad, caissons, mat and deadman anchor blocks. Other types of foundation designs, if required for site-specific conditions, will be quoted upon receipt of the geotechnical data.
- 9- Materials and services placed on hold for more than 30 days after placement of an order will be subject to a price review upon notification to proceed with the order. This may result in an increase to the quoted prices.
- 10- For structures to be shipped by the customer at the point of manufacturing, dunnage and loading charges of \$350 may apply and will be invoiced with the structure.
- 11- Storage charges will be .02% of invoice amount per day with a minimum charge of \$8.00 a day. These charges will be invoiced on a monthly basis for material requested to be withheld from shipment. Storage will begin 30 days from the date the buyer is notified that the shipment is ready for pickup or delivery.
- 12- Estimated freight pricing is obtained at the time the proposal is generated. If a significant amount of time elapses between the proposal and the customer's order date, freight prices may fluctuate. Final freight pricing will be reviewed and confirmed at the time an order is placed. Final freight pricing is subject to change.
- 13- Additional freight may apply for optional items ordered. Prices for optional items are based on the optional items being ordered with the structure.
- 14- Acceptance of an order is contingent on customer credit approval. Terms, as noted above, may be subject to change.
- 15- Design profile provided at time of quotation is preliminary and is subject to change based upon final design.
- 16- This quotation is proprietary, confidential and a trade secret of ROHN. This proposal is being provided for the exclusive use of our customer and is not to be disclosed to third parties.
- 17- Unless noted above, ROHN's general terms and conditions (attached) apply.
- 18- Purchaser agrees to accept delivery on the mutually agreed upon delivery date, typically stated in the customer's purchase order. If this date passes, and the product is completed and staged for delivery, the Purchaser acknowledges that they have accepted title to the goods by default. If customer has requested early shipment of partial materials, such materials may be invoiced at the time of shipment.
- 19- Sealed Design Drawings and Calculations will be supplied in ELECTRONIC format only unless otherwise requested.
- 20- If EACH Page of a Design set must be sealed, Please ADD \$250.00 for EACH set prepared in this manner.
- 21- For quotes including installation service the following apply:
 - a. Non-union, non-prevailing wages, and non-winter conditions.
 - b. In the event existing soil conditions are found to be other than assumed for design, change orders for a price adjustment from the quoted price may be required.
 - c. Customer agrees to obtain any and all required permits pursuant to the job.
 - d. Site accessible for over the road truck delivery of materials. Customer is responsible for unloading the truck in a timely manner, otherwise waiting charges may apply.
 - e. ROHN assumes sufficient room for delivery of tower and sufficient room for installation of tower and foundation (if applicable) at tower site.

Rohn Products LLC Terms and Conditions Relating to All Sales

1. All quotation, proposals, prices, or other terms are made for acceptance within 30 days (after 30 days, prices in effect at time of shipment will apply) and shipment within 30 days of purchase order date, unless otherwise stated. They are subject to change without notice; however, ROHN invites your request for an extension. Prices are also subject to review prior to acceptance of any order due to raw material price fluctuations. No other price protection is available. Any order placed on hold will have the price reviewed and adjusted upon release.
2. Every effort will be made to maintain shipping schedules, either on ROHN equipment or via common carrier. ROHN cannot be responsible for delays in shipping caused by state or local agencies with regard to permits, routing, weather, detours, etc. All deliveries and schedules are contingent on availability of raw materials, fuel, and transportation. ROHN will not be liable for damages on account of any delays or abnormalities caused in shipping due to causes beyond our reasonable control. ROHN reserves the right to make partial shipments and to submit invoices accordingly.
3. Changes or modifications to orders can be made only by written agreement executed by all parties affected thereby, which agreement shall include any price modification.
4. ROHN's responsibility ceases upon delivery of all shipments to the carrier. The unloading of all shipments is the responsibility of the Buyer, not the carrier or ROHN. Buyer is warned against receiving for merchandises until careful inspection has been made. Any claim made against ROHN must be made within 90 days after receipt of merchandise. All merchandise leaving ROHN's factory has been carefully inspected and ROHN does not assume responsibility for damages or shortages which occur in transit. Buyer must make all claims and report all damages and losses to the delivering transportation company.
5. No federal, state, or local taxes are included in quoted prices. All quotations, proposals, prices, or other terms are subject to increase without notification by the amount of any sales, excise, or other tax levied or charged to seller by any governmental agency and any such tax will be passed onto purchaser as a tax or as an addition to the selling price. This also applies to all costs incurred due to local statutes or governmental regulations.
6. Orders are not subject to cancellation by Buyer except by written agreement with seller. Any order canceled, after any work has been done by ROHN, such as drawings, production, etc., will have a cancellation charge, to be determined solely at the discretion of ROHN for whatever work has been performed with a minimum of 25% of the purchase order price. If Buyer so chooses, he shall have the right to receive the material already performed at time of cancellation at the quoted price. If an order is canceled before any work has been done by ROHN, a \$200 cancellation charge will apply.
7. Material received may not be returned by Buyer except by written agreement with seller. In all cases, permission must be secured from ROHN prior to the returning of any goods for credit. All returned goods are subject to a minimum service charge of 25%, plus all transportation charges, and are subject to inspection by ROHN. Returned goods will be offered and paid for only upon proof of purchase (i.e. invoice no.) and credit will be issued against invoice value. ROHN reserves the sole right to determine amount of credit to be issued on all goods returned for credit. Only standard, currently manufactured ROHN products may be considered for return and credit. Unsaleable products will be scrapped and no credit will be received. If returned goods are determined to have no value and Buyer wishes them returned, the Buyer will be charged return freight. Safety equipment, erection equipment, insulators, transformers, nuts and bolts are not returnable.
8. ROHN warrants the commercial items of its manufacture only, to be reasonably fit for the purpose for which they are manufactured and sold, provided, however, that this warranty shall be effective only if purchaser installs all material according to ROHN's recommendations and specifications and that purchaser during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. Any item found unfit for its purpose within 12 months from date of delivery will be repaired or replaced free of charge, F.O.B. ROHN's plant. ROHN shall be immediately notified in writing of such unfitness. ROHN reserves the sole right to determine if any material is to be repaired or replaced free of charge or to be supplied at ROHN's standard prices. Such obligation shall be limited to parts returned for inspection, properly packed and expenses prepaid, and providing inspection shall satisfactorily indicate defects. The warranty herein made is in lieu of all other warranties and, except as expressly stated herein, ROHN does not make and there are no warranties or obligations of any kind or nature whatsoever either expressed or implied including, but not restricted to, warranty or obligations as to product, material, workmanship, or manufacture or as to the use of the items covered hereby. ROHN shall not under any circumstances be liable to third persons for any claims for damages including direct, special, indirect, or consequential damages for any reason. The Buyer agrees to indemnify and to hold ROHN harmless for, of, and from any loss, claims, damages, expenses and attorney's fees, including but not limited to, any fines, penalties and corrective measures ROHN may sustain by reason of Buyer's failure to comply with said laws, rules, and regulations in connection with the performance of this sale. The above warranty warranted applies only to items manufactured by ROHN. Items not manufactured by ROHN are guaranteed only to the extent and in the manner warranted and guaranteed to ROHN by the manufacturer of such items and then only to the extent ROHN is liable to enforce such warranty or guarantee.

ROHN will assume no responsibility for the adequacy of any product if material is used which is not totally supplied by ROHN. The above sets forth the only warranty made by ROHN in connection with items manufactured or sold by it, and any provisions in any proposals, specifications, advertising, or other provisions hereof, are merely descriptive and are not to be construed as warranties made by ROHN. All warranties are void on drawings made by others, whether by a professional engineer, sealed or not, that are not rechecked by ROHN and approved by ROHN. ROHN assumes no liability for the adequacy of the drawings or the product. Without limiting the generality of the foregoing, the Buyer hereby indemnifies ROHN and hold ROHN harmless from any and all claims and/or damages (including direct, special, indirect or consequential damages, attorneys' fees and costs) relating to or arising out of any highway structure or component not designed by ROHN.

ROHN hereby disclaims any and all warranties, including express or implied warranties of merchantability and fitness for any particular purpose, relating to or arising out of metal fatigue.

9. ROHN reserves the right to change or modify the product and construction of any product manufactured by ROHN and to substitute material equal to or superior to that originally specified.

10. Buyer agrees not to disclose or make available to any third party processes, drawings, specifications, reports, photographs, data and other technical or proprietary information relating to ROHN products without obtaining prior written consent of ROHN.

11. No proposal, order, quotation, or acceptance may be changed or varied by verbal agreement, and all orders are accepted only under the provisions set forth herein.

12. Purchase orders and requests for quotations must be submitted in writing to ROHN. It is the responsibility of the Buyer or Buyer Representative to provide ROHN design criteria (environmental loads, equipment loads, operational limitations, geotechnical information, etc.) based on site-specific data. In designing the product for the Buyer, ROHN is relying solely and entirely on design criteria provided by the Buyer to ROHN. Without limiting the generality of the indemnities in these Terms & Conditions, the Buyer hereby indemnifies ROHN and holds ROHN harmless from and against any and all claims and/or damages (including direct, special, indirect or consequential damages, attorneys' fees and costs) relating to or arising out of any inaccuracy or incompleteness in design criteria provided to ROHN by the Buyer, and the Buyer waives all claims against ROHN for same.

13. If outside source inspection, assembly, etc. is required prior to shipment of an order, \$50.00 per man hour (plus equipment time, if applicable) is chargeable, with \$300.00 as a minimum.

14. Any welding inspection required by Buyer or Buyer's specifications must be done at ROHN's plant prior to packing and shipment of material from ROHN's plant.

15. A minimum charge of \$25.00 will be billed for special handling and preparation of material for air shipments.

16. ROHN reserves the right to apply all remittances and credit memos to the oldest outstanding balance in your account. No credits will be issued for any reason against a purchase order whose billing is more than 90 days old. Buyer corrections or complaints must be made within this period of time.

17. Standard catalog prices do not include special drawings or product evaluations. If any are required, there will be a charge.

18. ROHN at all times reserves the right to take pictures of any or all of its products after installation for advertising purposes, except those which are under classified governmental control.

19. The Buyer will be responsible for any extra charges incurred on prepaid shipments.

20. A service charge not to exceed 2% per month or maximum allowable per State law will be billed on all accounts not paid within 30 days of invoice date.

21. Minimum total net worth of merchandise which can be ordered is \$100.00. Any orders placed for less will be billed at \$100.00.

22. Storage charges will be .02% of invoice amount per day with a minimum charge of \$8.00 a day. These charges will be invoiced on a monthly basis for material requested to be withheld from shipment. Storage will begin 30 days from the date the buyer is notified that the shipment is ready for pickup or delivery

23. All CIA requirements must be met with certified checks or money orders to insure prompt shipment.

24. Should it become necessary for ROHN to enforce the provisions of this contract, a purchase order or an invoice through pre-suit negotiations, or by instituting or participating in any legal (including bankruptcy) proceedings, including but not limited to injunctive or other equitable/legal relief, including any appeals associated with the foregoing, ROHN shall be entitled to recover for reasonable attorney's fees, costs of collection and court costs incurred whether the attorney's fees are incurred for the purpose of negotiation, trial, appellate or other legal services.

25. Once the equipment is ready for pickup or has been shipped, an invoice for payment in full shall be issued by ROHN.

26. Buyer is responsible for inspection of material upon delivery. ROHN should be notified of any shortages or discrepancies within 48 hours of delivery. ROHN will not be responsible for down time or equipment ordered.



Fee must accompany application

- \$700 Minor Addition
- \$1,240 Construction <10,000 SF
- \$2,095 Construction 10,000 SF to 50,000
- \$3,460 Industrial Construction >50,000 SF
- \$3,460 Commercial Construction >50,000
- \$200 Plan Commission Consultation
- \$125 Fire Department Plan Review

PAID _____ DATE _____

SITE PLAN REVIEW APPLICATION

Pursuant to Section 17.43 of the Municipal Code

Please read and complete this application carefully. All applications must be signed and dated.

1 APPLICANT OR AGENT

Keefe, John
Ethoplex, LLC
1115W19150 Edison Dr
Germantown WI 53022

Phone (262) 345-5200
 E-Mail kjohn@ethoplex.com

PROPERTY OWNER

Tedplex, LLC
1115W19150 Edison Dr
Germantown WI 53022

Phone () _____
 E-Mail _____

2 PROPERTY ADDRESS

1115W19150 Edison Dr

3 NEIGHBORING USES - Specify name and type of use, e.g. Enviro Tech - Industrial, Smith - Residential, etc.

| | | | |
|---------------------------------------|----------------------------|---------------------------------------------|------------------------------------------|
| North <u>MGS</u> <u>Industrial</u> | South <u>Industrial</u> | East <u>Mac Metals</u> <u>Industrial</u> | West <u>Precast</u> <u>Industrial</u> |
|---------------------------------------|----------------------------|---------------------------------------------|------------------------------------------|

4 READ AND INITIAL THE FOLLOWING:

I am aware of the Village of Germantown ordinance requiring fire sprinklers in most new construction.

I understand that all new development is subject to Impact and/or Connection Fees that must be paid before building permits will be issued.

I understand that an incomplete application will be withdrawn from the Plan Commission agenda and that all resubmissions to the Plan Commission are subject to a new application fee.

5 SIGNATURES - ALL APPLICATION MUST BE SIGNED BY OWNER!

[Signature] 5/10/19

Applicant Date

[Signature] 5/10/19

Owner Date



Village of

Germantown
 ...Willkommen

Fee must accompany application

\$275 Sign Review Fee

\$ 75 Sign Face Replacement

Paid _____ Date _____

SIGN REVIEW APPLICATION

Pursuant to Section 17.46 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1 APPLICANT OR AGENT
 Keefe John
 Ethoplex, LLC
 115W19150 Edison Dr
 Germantown WI 53022
 Phone (262) 345-5200
 Fax ()
 E-Mail kjohn@ethoplex.com

PROPERTY OWNER
 Techplex, LLC
 115W19150 Edison Dr
 Germantown WI 53022
 Phone (262) 345-5200

2 PROPERTY ADDRESS OR GENERAL LOCATION
 115W19150 Edison Dr

3 SIGN INFORMATION
 Sign Dimensions 45" height x 223" width Single/Multi Tenant (circle one)
 Number of Sides 1 Building Frontage SF 1,820
 Total Square Footage of Sign (include all sides) 69 sq ft
 Total height of the Sign 45"
 Is the Sign to be illuminated yes no
 Type of Sign Construction Materials metal, plastic
 Distance to Closest Property Line 33 ft

Are there any existing signs on the property NO
 If yes, what is the total Square Footage of existing signs _____

What are the intentions for the existing signs: Take down _____ Remain _____

4 SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!
 Applicant [Signature] Date 5/6/2019
 Owner [Signature] Date 5/6/2019



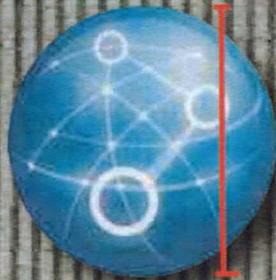
89"

45"

223" w

22"

ethoplex



Antenna Structure Registration

FCC > AIR > ASR > Online Systems > TOWAIR

TOWAIR Determination Results

[New Search](#) [Printable Page](#)

HELP

*** 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.

DETERMINATION Results

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

Your Specifications

NADES Coordinates

Latitude 43-13-41.0 north

Longitude 088-08-48.6 west

Measurements (Meters)

Overall Structure Height (AGL) 59.4

Support Structure Height (AGL) 59.4

Site Elevation (AMSL) 277.4

Structure Type

TOWER - Lattice Tower

[Tower Construction Notifications](#)

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