



BROWN COUNTY GOVERNMENT

Plan Commission

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WIRELESS COMMUNICATIONS FACILITY APPLICATION CHECKLIST FOR WCF THAT DO NOT REQUIRE A SPECIAL EXCEPTION

Applications must conform to Chapter 12 of the Brown County Zoning Ordinance, and must include all the items on the list below.

_____ **Application** form (Provided by the Plan Commission in person only)

_____ Filing **fee** (\$150) - payment due on Docket Date

_____ Copy of **deed** (Provided by the Recorders Office)

_____ **Legal description** of property on which the WCF is proposed if it is different from legal description in deed

_____ **Written statement**, with illustrations, that describes the proposed wireless communications facility (e.g., type of antenna, type of construction, tower height, provisions for co-location)

_____ **Inventory** of the provider's existing wireless communications facilities (WCF) and antenna arrays within Brown County and within the area three (3) miles outside the county boundaries, along with a plan describing any potential future facility locations. The inventory and plan shall include:

_____ locations of all existing and proposed facilities (by property address, latitude/longitude coordinates, and township, range, section, ¼ section) shown on a plat map obtained from the County Auditor

_____ height and type of each existing and proposed facility (including antenna types, output frequency, number of channels, power output and maximum power output per channel)

_____ information on the practical capacity for accommodating additional co-located antenna arrays for each existing and proposed facility

_____ delineation of existing and anticipated coverage patterns in Brown.

_____ **Site Plan**, prepared by a registered land surveyor, with the following:

_____ property lines, with distances and bearing illustrated

_____ existing site improvements, including buildings, structures, ponds

_____ existing/proposed roadways and all easements on property

_____ proposed wireless communications facilities

_____ proposed landscaping and existing vegetation

_____ a cross section drawing showing the antenna on the tower; antenna must not exceed the maximum tower height.

_____ **Maintenance and Facility Removal Agreement** for each WCF or support structure signed by the applicants and/or petitioner. It shall:

1. bind the applicants and all successors in interest to properly maintain the exterior appearance of all facilities and, ultimately, remove all facilities upon abandonment in compliance with the provisions of this chapter and any conditions of approval.
2. bind the applicants to pay all costs for enforcement of the agreement and to reimburse Brown County for any and all costs incurred to perform any work required by this agreement that the applicants fail to perform.
3. be signed by the applicants and by the director of the Area Plan Commission and be recorded in the office of the Brown County Recorder.

_____ **Indemnification** from applicants (owners/operators) and/or wireless communications service providers. This indemnification must:

1. release Brown County from all liability arising out of the construction, operation, removal or repair of a WCF and/or an antenna array. Parties to a wireless communications agreement agree to not sue or seek any monies or damages from Brown County in connection with the above.
2. indemnify and hold harmless Brown County; its elected and appointed officials, agents, servants and employees, from and against all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, attorney's fees, liabilities, damages, orders, judgments or decrees, sustained by Brown County or any third party arising out of, or resulting from, each wireless communications facility's owner's, operator's, agent's, employee's, or servant's negligible acts, errors, or omissions.
3. provide that the covenants and representations relating to the indemnification provision shall survive the term of any agreement and continue in force and effect as to the responsibility of the party to indemnify.

_____ **Proof of Insurance** covering liability, bodily injury and property damage must be obtained and maintained for the entire period the wireless communications facility is in existence. The Brown County Area Plan Commission shall be named as an additional insured. A certificate of insurance verifying such insurance must be submitted at the time of application.

_____ Copies of any **reports or inspections** that are required by, and have been submitted to, the FAA and/or the FCC.

_____ **Proof of an escrow account** for the benefit of Brown County, in the amount of five thousand dollars (\$5,000) per support structure and one thousand dollars (\$1,000) per antenna array (the amount applicable to support structures shall not apply to attached WCF). The escrow account shall be established with a bank located within sixty (60) miles of Nashville, Indiana. The Board of County Commissioners or the Area Plan Commission shall have the authority to draw funds from the account as needed to ensure compliance with the maintenance, indemnification, insurance and abandonment provisions of the ordinance.