

**Conditions of Approval**  
**City Council Resolution No. 2025-**  
**Conditional Use Permit #1277**

1. The proposed project shall be constructed/designed as shown on Attachment C (site plan) and Attachment D (elevations) of Staff Report #24-783, except as modified by the conditions.
2. All conditions contained in Resolution #1249-Amended ("Standard Conditional Use Permit Conditions") shall apply.
3. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
4. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.
5. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend (with counsel selected by the City) such governmental entity. City shall promptly notify the developer/applicant of any claim, action, suits, or proceeding. Developer/applicant shall be responsible to immediately prefund the litigation cost of the City including, but not limited to, City's attorney's fees and costs. If any claim, action, suits, or proceeding is filed challenging this approval, the developer/applicant shall be required to execute a separate and formal defense, indemnification, and deposit agreement that meets the approval

of the City Attorney and to provide all required deposits to fully fund the City's defense immediately but in no event later than five (5) days from that date of a demand to do so from City. In addition, the developer/applicant shall be required to satisfy any monetary obligations imposed on City by any order or judgment.

6. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.
7. In coordination with the Police Department and Fire Department, a frequency/inter-modulation study shall be prepared. Service may not be initiated until these departments have reviewed and have found the study to be acceptable.
8. At the time of building permit submittal, the applicant shall provide certification by a Radio Frequency Engineer, stating the RFR measurements and that they meet FCC radio frequency radiation standards.
9. The applicant shall work with the Merced Regional Airport and comply with all of their requirements for this type of structure and obtain all proper permits. Said requirements may include, but are not limited to, obtaining approval from the Airport Land Use Commission, or showing proof of submitting an FAA Form 7460-1 to the FAA.
10. The maximum overall height of the "Mono-Pine" stealth facility shall not exceed 55 feet. Antennas mounted to the stealth facility shall not be mounted higher than 60 feet in height.
11. The design of the mono-pine shall closely resemble the appearance of a real pine tree. At a minimum, the branch pattern on the "Mono-Pine" stealth facility shall have a maximum of 18 inches of height between each other and the lowest branch on the "tree" shall be a maximum of 20 feet above the ground.
12. The "Mono-Pine" stealth facility shall not have any form of steps, ladder, or pegs protruding from its side.

13. The color of the Mono-Pine shall match that of a real pine tree. These colors tend to be green (leaves) and brown (bark) and shall be consistently maintained. The antennas and any mounting equipment shall be painted to match the colors of the "tree."
14. The Mono-Pine stealth facility shall be maintained at all times. At no time shall the Mono-Pine be faded or worn down to a state that would be considered unacceptable to City standards for a Stealth Facility. Should the natural weather elements (wind, rain, etc.) deteriorate any portion of the tree, new items of similar likeness shall be installed, replacing the deteriorated items.
15. No signs, other than warning and safety signage, shall be located on a support tower or ancillary facility.
16. Other than lighting required by the FAA or other regulatory agency for the purpose of safety, lights are not permitted on the "Mono-Pine" pole. Any lighting used on the equipment shelter shall be appropriately "down-shielded" to keep light within the boundaries of the site and not impact surrounding properties.
17. Projections or appendages of any sort are not permitted, except for those related to a common Stealth Telecommunications Tower. If there are antennas projecting outward, they shall be screened behind the branches and shall be painted a color similar to the branches (green).
18. All ancillary equipment shall be contained inside the area enclosed by a solid fence. All ancillary equipment shall be screened from view from the public right-of-way.
19. The proposed 6-foot-tall soundproof wall proposed to enclose the cell facility and ancillary equipment is approved as proposed. The gate providing access to the facility shall be of solid material or other approved material that would screen the equipment inside the facility from public view. The soundproof wall shall be integrated into the site with landscaping consistent with other landscaping on the site.
20. The site shall be provided with landscaping consistent with the other developments on the site. If the other developments on the site have not been landscaped at the time the cell facility is complete, landscaping for the cell facility may be deferred for a period not to exceed 6 months unless an extension of time is granted by the Development Services Director.

21. Any noise generated by the facility from the equipment or the tower shall be kept to a minimum, so as not to cause a nuisance to the neighborhood.
22. All equipment, fencing, and other surfaces shall be maintained free of graffiti.





