

**RECORDING REQUESTED BY:**

City of Merced, A California charter  
municipal corporation

**WHEN RECORDED MAIL TO:**

City of Merced  
City Clerk  
678 West 18<sup>th</sup> Street  
Merced, California 95340

**Exempt from Recording Fees Per  
Government Code Section 6103**

(Above for Recorder's Use Only)

**LEGISLATIVE ACTION AGREEMENT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2025  
by and between the City of Merced, a California Charter Law Municipal Corporation ("City")  
and TRS Enterprises Inc. ("Owner").

**W I T N E S S E T H**

WHEREAS, Owner has applied to the City for a General Plan Amendment and Zone  
Change (the "Entitlements") for approximately 5.0 acres of land generally located on the south  
side of East Childs Avenue, approximately 780 feet east of Coffee Street, generally described as  
a portion of Assessor Parcel Number 061-710-026 and as shown on the map at Exhibit "A",  
attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, The City is willing to consider Owner's request provided that certain  
conditions are met.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and  
representations contained herein, and for other good and valuable consideration, the receipt and  
sufficiency of which is hereby acknowledged and agreed, the parties hereto agree as follows:

1. Owner, for himself and all successors thereto, agrees to pay all City and school  
district fees, taxes, and/or assessments in effect on the date of subdivision and/or permit  
approval, any increase in those fees, taxes, and/or assessments, and any new fees, taxes, and/or  
assessments which are in effect at the time water/sewer connection and/or building or  
encroachment permits are issued, which may include public facility impact fees, other impact  
fees as applicable, and any Mello-Roos taxes—whether for infrastructure, services, or any other  
activity or project authorized by the Mello-Roos law, etc., (and to comply with the additional  
conditions set forth in Exhibit "B," (Planning Commission Resolution #4154), attached hereto  
and incorporated herein by this reference). Payment shall be made at the time of building permit

issuance unless an Ordinance or other requirement of the City mandates or permits payment of such fees, taxes, and/or assessments at an earlier or subsequent time.

2. Owner desires to comply with the conditions of approval set forth on Exhibit "B," and within this Agreement and acknowledges that the conditions are necessary to mitigate the environmental impact caused by Owner's development or are necessary to offset the costs to the City generated by Owner's development including sewer connection costs pursuant to Chapter 15.16 of the Merced Municipal Code.

3. Owner agrees to pay all sewer connection costs imposed by the City as delineated in Section 15.16.070 of the Merced Municipal Code and to pay all other costs required by Chapter 15.16 of the Merced Municipal Code.

4. The Owner shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and 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, Owner 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 another governmental entity in which Owner's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the Owner of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the Owner shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

5. City, on its part, agrees to rezone the subject property to Low Density Residential (R-1-5) and change the General Plan (City approval) in accordance with Exhibit "C".

6. No building permit or other permit shall be issued that is not in compliance with this Agreement.

7. It is expressly agreed that this Agreement is not intended to limit the power of the City to impose other requirements, limitations, or fees, etc., as a condition of development, and does not relieve the Owner from complying with all other requirements that may be imposed as a condition of development, whether now in existence or hereinafter imposed by the City whether by zone change, subdivision map approval, ordinance, resolution, use permit, or otherwise. The parties agree that this Paragraph does not apply to the approval of a final map and issuance of building permits for project(s) subject to this Agreement on the property described above and shown in Exhibit "A."

8. To the extent allowed by law, the conditions of this Agreement constitute covenants running with the land, and shall be enforceable by the City or by any present or future owner of any of the land described in Exhibit "A."

9. Owner agrees to comply with and abide by all conditions set forth by the City relating to the development of the property subject to this Agreement, including installation of all required public improvements.

10. In the event of default by Owner, and in addition to any other remedy available to the City, the City shall have the right to rezone the land back to its original designation and/or to de-annex the land as appropriate.

11. In the event that either City or the Owner shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

12. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

13. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

14. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED  
A California Charter Law Municipal Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
D. SCOTT MCBRIDE, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:  
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 7/8/2025  
City Attorney Date

ACCOUNT DATA:  
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: \_\_\_\_\_  
Verified by Finance Officer

OWNER  
TRS ENTERPRISES INC.

---

Ridge Sutter

ADDRESS: 1121 Oakdale Rd., Ste. 4

Modesto, Ca 95355

TELEPHONE: 209-484-5935

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## ACKNOWLEDGMENT

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State of California

County of \_\_\_\_\_)

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(insert name and title of the officer)

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who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
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person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

### **Site Description**

#### **Northwest Portion of Site (approximately 0.50-acres)**

The subject site is generally located on the south side of E. Childs Avenue, approximately 750 feet east of South Coffee Street. The subject site is more particularly described as northwest portion of Lot 96 as shown on the map entitled "Map of Merced Colony" recorded in Volume 4, Page 24, in Merced County Records; also known as Assessor's Parcel Number (APN) 061-710-027.

#### **Remainder Portion of Site (approximately 4.50-acres)**

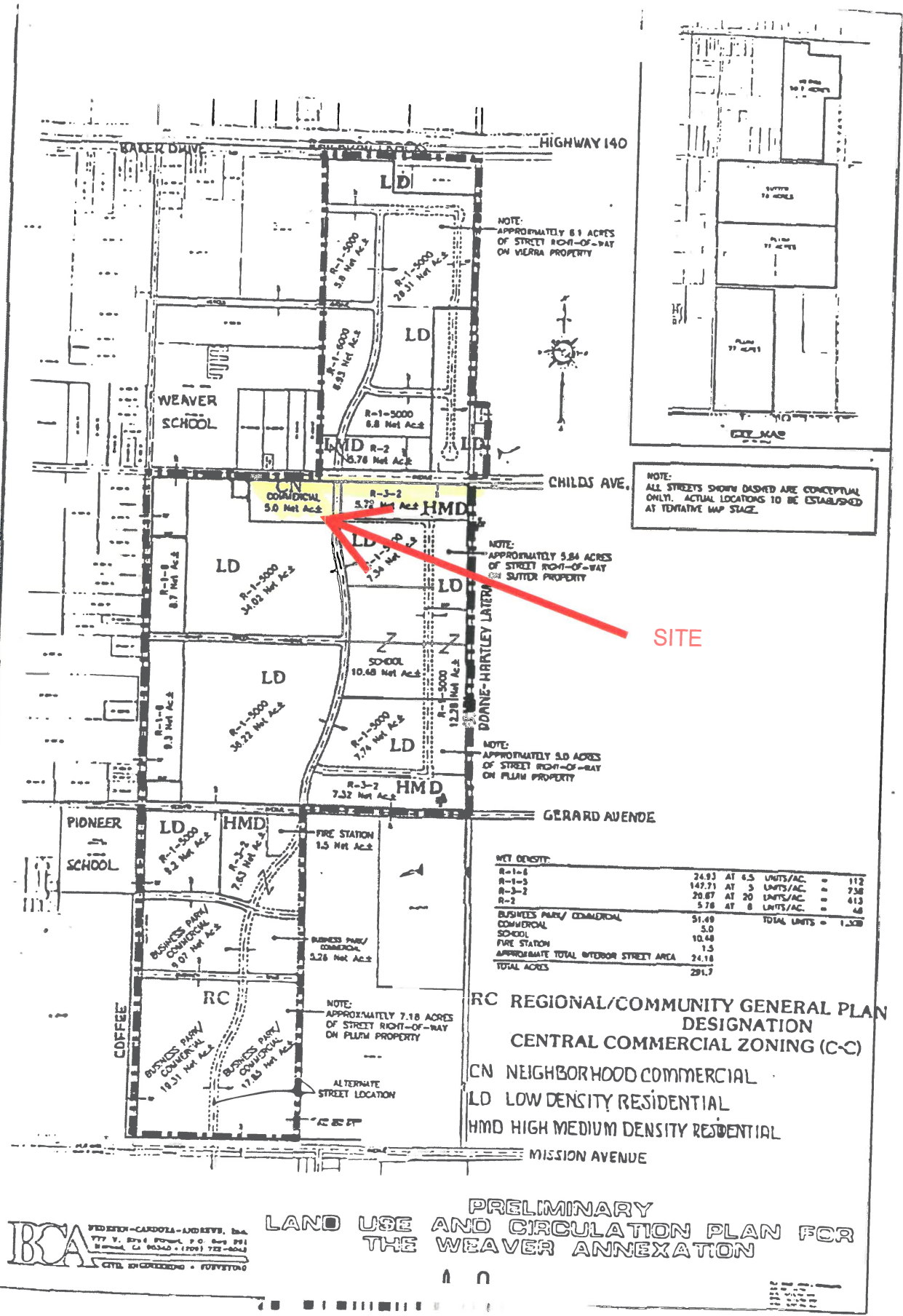
The subject site is generally located on the south side of E. Childs Avenue, approximately 850 feet east of South Coffee Street. The subject site is more particularly described as Lots 57, 58, 59, a southern portion of Lot 60, and a northwest of a "Remainder" as shown on the map entitled "The Crossing at River Oaks, Phase 4" recorded in Volume 88, Page 8, in Merced County Records; also known as Assessor's Parcel Number's (APN's) 061-740-008, 061-740-009, 061-740-010, 061-740-011, and 061-710-029.



**BCA** FEDERER-CARDONA-ANDREWS, Inc.  
 777 V. Blvd. West, P.O. Box 281  
 Menlo Park, CA 94024 • (415) 722-8242  
 CITY ENGINEERING • FORTYFIVE

# PRELIMINARY LAND USE AND CIRCULATION PLAN FOR THE WEAVER ANNEXATION

EXHIBIT A

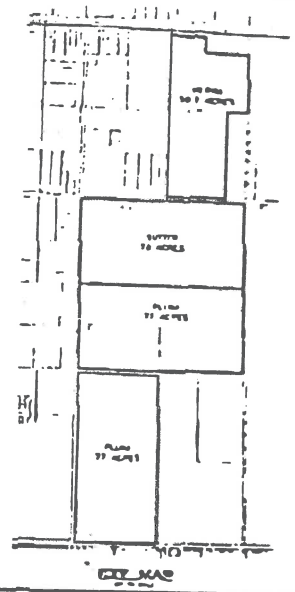


NOTE:  
 ALL STREETS SHOWN DASHED ARE CONCEPTUAL  
 ONLY. ACTUAL LOCATIONS TO BE ESTABLISHED  
 AT TENTATIVE MAP STAGE.

NET DENSITY			
R-1-5	24.93	AT 6.5 UNITS/AC.	= 112
R-1-5	147.71	AT 5 UNITS/AC.	= 738
R-3-2	20.87	AT 20 UNITS/AC.	= 413
R-2	5.78	AT 8 UNITS/AC.	= 48
BUSINESS PARK/ COMMERCIAL			TOTAL UNITS = 1,309
COMMERCIAL	51.49		
SCHOOL	5.0		
FIRE STATION	10.48		
APPROXIMATE TOTAL INTERIOR STREET AREA	1.5		
TOTAL ACRES	24.18		
	291.7		

RC REGIONAL/COMMUNITY GENERAL PLAN  
 DESIGNATION  
 CENTRAL COMMERCIAL ZONING (C-C)  
 CN NEIGHBORHOOD COMMERCIAL  
 LD LOW DENSITY RESIDENTIAL  
 HMD HIGH MEDIUM DENSITY RESIDENTIAL

SITE



**CITY OF MERCED**  
**Planning Commission**

**Resolution #4154**

**WHEREAS**, the Merced City Planning Commission at its regular meeting of April 9, 2025, held a public hearing and considered **General Plan Amendment #25-0001 and Zone Change #25-0002**, initiated by Stonefield Home, Inc., on behalf of TRS Enterprises, Inc., property owner. The General Plan Amendment would change the General Plan land use designation from Neighborhood Commercial (CN) to Low Density Residential (LD). The Zone Change would change the zoning of the property from Neighborhood Commercial (C-N) to Low Density Residential (R-1-5). The applicant is requesting these changes to allow the development of twenty-seven (27) single-family lots. The approximate 5-acre subject site is generally located south of East Childs Avenue, approximately 780 feet east of the intersection of East Childs Avenue and Coffee Street; also known as a portion of Assessor's Parcel Number (APN) 061-710-001; and,

**WHEREAS**, the Merced City Planning Commission concurs with Findings/Considerations A through H of Staff Report #25-257 (Exhibit B of Planning Commission Resolution #4154); and,

**NOW THEREFORE**, after reviewing the City's Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council that they find that the project is not subject to the California Environmental Quality Act pursuant to the Notice of Exemption (Environmental Review #25-0006), and recommend approval of General Plan Amendment #25-0001, and Zone Change #25-0002 subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner Greggains, seconded by Commissioner Ochoa, and carried by the following vote:

AYES: Commissioners Ochoa, Greggains, Swiggart, Thao, Smith, Delgadillo,  
and Chairperson Gonzalez  
NOES: None  
ABSENT: None  
ABSTAIN: None

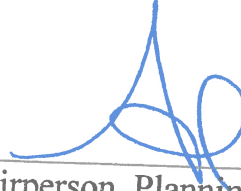
**EXHIBIT B**

PLANNING COMMISSION RESOLUTION #4154

Page 2

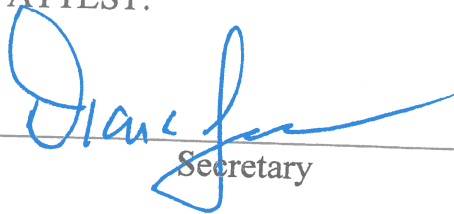
April 9, 2025

Adopted this 9<sup>th</sup> day of April 2025



Chairperson, Planning Commission of  
the City of Merced, California

ATTEST:



Secretary

Exhibits:

Exhibit A – Conditions of Approval

Exhibit B – Findings/Considerations

**Conditions of Approval**  
**Planning Commission Resolution # 4154**  
**General Plan Amendment #25-0001**  
**Zone Change #25-0002**

1. The proposed project shall be constructed as shown on Tentative Parcel Map #1263 Approved December 8, 2004 and as amended (Attachment C, Vesting Tentative Subdivision Map for "Crossing at River Oaks").
2. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as required by the City Engineering Department.
3. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.
4. All previously adopted conditions, mitigation measures which are applicable to Vesting Tentative Subdivision Map #1263, approved December 8, 2004, and as amended, which are applicable to this project and all subsequent final maps, improvement plans, and building permits.
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.

10. 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.

**Findings and Considerations**  
**Planning Commission Resolution #4154**  
**General Plan Amendment #25-0001**  
**Zone Change #25-0002**

**FINDINGS/CONSIDERATIONS:**

**General Plan Compliance and Policies Related to This Application**

- A) If the General Plan Amendment is approved, the proposed project would comply with the General Plan land use designation of Low Density Residential, which allows single family uses. The conditions of approval from previously approved Tentative Subdivision (TSM #1263) which includes the approximate twenty-seven (27) single-family lots proposed in this five (5) acre area will help achieve the following General Plan land use policies:

Policy L-1.6: *Continue to pursue quality single family and higher density residential development.*

In 2010, in the aftermath of the Great Recession and the collapse of the housing market, the city had a significant inventory of undeveloped residential lots. Today, the availability of large areas of “greenfield” residential land within city limits has dwindled. This has put increasing pressure to annex areas within the city’s Sphere of Influence. In this instance, the proposed general plan amendment and zone change will allow for additional residential development in an area that is within city limits, and that is almost exclusively residential.

Further, commercial uses are available for residents in the Campus Parkway Plaza (Hwy 99 and Campus Parkway) in addition to the Merced Gateway Marketplace (E. Mission Ave. and S. Coffee St.).

**General Plan Amendment - Findings**

- B) Chapter 20.82 (General Plan Amendments) outlines procedures for considering General Plan Amendments but does not require any specific findings to be made for approval. However, Planning practice would be to provide objective reasons for approval or denial. These findings can take

whatever form deemed appropriate by the Planning Commission and City Council. Based on State law and case law, the following findings are recommended:

1. *The proposed amendment is deemed to be in the public interest.*

The proposed amendment is deemed to be in the public interest because it will provide additional housing opportunities by allowing for the approximate twenty-seven (27) single-family lots proposed on this subject site.

2. *The proposed amendment is consistent and compatible with the rest of the General Plan and any implementation programs that may be affected.*

The proposed project would comply with the General Plan designation of Low Density Residential if the General Plan Amendment is approved.

The proposed amendment is consistent and compatible with the rest of the General Plan and will not impact any implementation programs.

3. *The potential impacts of the proposed amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare.*

The proposed project does not include any uses that would be detrimental to the public health, safety, and welfare of the city. Additionally, implementation of the conditions of approval from the previously approved Tentative Subdivision #1263 (Planning Commission Resolution #2792 at Attachment D) and adherence to all applicable Building Codes, Fire Codes, and City Standards would prevent the project from having any detrimental effect on the health, safety, and welfare of the City as a whole.

4. *The proposed amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA).*

The proposed General Plan Amendment has been processed in accordance with all applicable California Government Code sections and the California Environmental Quality Act. In addition, staff has determined that the project is covered by the “common sense” exemption that CEQA applies only to projects that have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is not possibility that the activity in question may have a significant effect on the environment the activity is not subject to CEQA.

The project does not have the potential to cause significant effect on the environment for the following reasons:

- 1) The project site is previously disturbed land, with no value as habitat for any endangered, rare, or threatened species.
- 2) The project site can be adequately served by all required utilities and public services.
- 3) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- 4) The project site is not more than five (5) acres and will be surrounded by Low and Medium Density residential uses.

#### **Traffic/Circulation**

- C) The project consists of a General Plan amendment from Neighborhood Commercial to Low Density Residential and a Zone change from Neighborhood Commercial (C-N) to R-1-5 to allow for the development of twenty-seven (27) single-family lots on a five (5) acre portion of (APN) 061-710-00. The project is located south of East Childs Avenue, approximately 780 feet east of the intersection of East Childs Avenue and Coffee Street. Vehicle access would be internal to the subdivision. However, the subdivision



does have access off East Childs Avenue.

D) Vehicle Miles Traveled

The Office of Planning and Research (OPR) advisory suggests that the Vehicle-Miles Traveled (VMT) contribution of small projects need not be considered significant. Specifically, OPR suggests that agencies can find projects generating fewer than 110 vehicles trips a day to be less than significant.

The Merced County Association of Governments (MCAG) recommends a daily trip threshold of 1,000 ADT (Average Daily Trips) be applied to projects that are consistent with the lead agency's General Plan and a screening threshold of 500 ADT for projects that are not consistent with the lead agencies General Plan. Projects generating fewer daily trips than these thresholds would be eligible to be exempt from VMT analysis.

In this instance, the project includes a General Plan Amendment and a zone change to allow for the development of twenty-seven (27) single-family lots, previously approved for this site, by Tentative Subdivision Map #1263 ("Crossing at River Oaks"). MCAG data indicates, for the detached single-family residential land use, where the project requires a general plan amendment, a maximum of 53 dwelling units would be eligible to be exempt from VMT analysis. Therefore, this project would be exempt from VMT analysis.

Improvements

Any improvements required for this project, which is the development of twenty-seven (27) single-family lots, previously approved for this site, by Tentative Subdivision Map #1263 ("Crossing at River Oaks") shall be per the Planning Commission Resolution #2792 attached as Attachment D and incorporated herein by reference.

**Neighborhood Impact**

- E) The subject site is surrounded by existing single-family and duplex uses on the north and approved single-family uses (currently under construction) to the south, east and west. Further, the proposed Low Density Residential land

use designation will have less of an impact than the existing Neighborhood Commercial land use designation as it is compatible with the surrounding single family homes under construction.

Public hearing notices were sent to all property owners within 300 feet of the project site. At the time that this report was prepared, the city had not received any comments regarding this project.

### **Affordability Requirements**

- F) In 2023, the City Council updated the City's Regional Housing Needs Allocation Unit Production Plan. A housing affordability requirement is triggered by two qualifiers that need to be met: entitlement type and number of units created. For single-family residential developments, the affordability requirement is triggered by a legislative action agreement (through annexations, general plan amendments, site utilization plan revisions, or zone changes) for projects with over 60 single-family homes. However, as this five (5) acre project site was part of a larger area approved for the "Crossing at River Oaks" Vesting Tentative Subdivision Map (TSM) #1263 back in December 2004. (Attachment C) and this TSM was subject to several time extensions. (Attachment E), the Regional Housing Needs Allocation Unit Production Plan does not apply.

### **Housing Opportunity**

- G) The subject site, as it is zoned Neighborhood Commercial (C-N), is not part of the City's current Housing Element Cycle, nor has it been identified in the Draft Multi-Jurisdiction Housing Element as a site that could potentially be rezoned for higher density in order to meet the City's Regional Housing Need Allocation (RHNA) obligations for the 6<sup>th</sup> Cycle Housing Element. However, as the Tentative Subdivision Map "Crossing at River Oaks" (TSM #1263) was approved back in December 2004 (and subject to several time extensions, See Staff Report, Attachment E) the twenty-seven (27) single-family lots on this portion of (APN) 061-710-001 have likely been included in the city's pipeline projects and therefore counted toward the current RHNA.

### **Environmental Clearance**

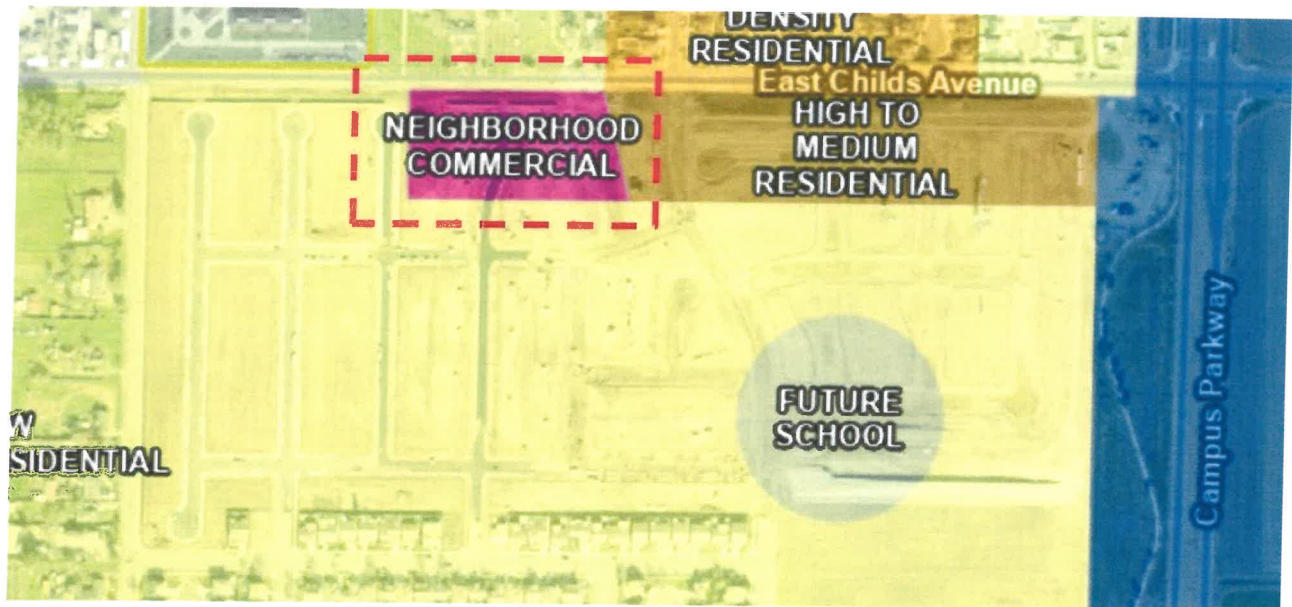
- H) Infill projects over 5 acres or projects that don't comply with Zoning/General Plan designations generally require an Initial Study, per the California Environmental Quality Act (CEQA). However, in this case, staff has determined that the project is covered by the "common sense" exemption that CEQA applies only to projects that have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is not possibility that the activity in question may have a significant effect on the environment the activity is not subject to CEQA.

The project does not have the potential to cause significant effect on the environment for the following reasons:

- 1) The project site is previously disturbed land, with no value as habitat for any endangered, rare, or threatened species.
- 2) The project site can be adequately served by all required utilities and public services.
- 3) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- 4) The project site is not more than five (5) acres and will be surrounded by Low and Medium Density residential uses.

## EXHIBIT C

General Plan Amendment from Neighborhood Commercial (CN) to Low Density Residential (LD)



Zone Change from Neighborhood Commercial (C-N) to Low Density Residential (R-1-5)

