

DEVELOPMENT AGREEMENT

PARTIES: 1. **City of Meridian**
 2. **Kirk A. Brock and Cecyle D. Brock, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2026, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called “**CITY**,” whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **Kirk A. Brock and Cecyle D. Brock**, whose address is 1100 E. Pine Avenue, Meridian, Idaho 83642, hereinafter called “**OWNER/DEVELOPER**.”

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner/Developer is the sole owner, in law and/or equity, of certain land in the County of Ada, State of Idaho, described in **Exhibit “A,”** which is attached hereto and by this reference incorporated herein as if set forth in full, hereinafter referred to as the “**Property**,” and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, establish provisions governing the creation, form, recording, modification, enforcement and termination of development agreements required or permitted as a condition of zoning that the Owner/Developer make a written commitment concerning the use or development of the Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“**UDC**”), which authorizes development agreements and the modification of development agreements; and
- 1.4 **WHEREAS**, Owner/Developer has submitted an application for development agreement modification to remove the property listed in **Exhibit “A”** from an existing Development Agreement recorded in Ada County on May 31, 2001 as Instrument #101052483, and for the inclusion of the Property into this new Agreement, which generally describes how the Property will be developed and what improvements will be made; and

- 1.5 **WHEREAS**, Owner/Developer made representations at the duly noticed public hearings before the Meridian City Council, as to how the property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested development agreement modification held before the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction, and includes further testimony and comment; and
- 1.7 **WHEREAS**, on the 3rd of March, 2026, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order (“**Findings**”), which have been incorporated into this Agreement and attached as **Exhibit “B;”** and
- 1.8 **WHEREAS**, Owner/Developer deems it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.9 **WHEREAS**, the property listed in **Exhibit “A”** shall no longer be subject to the terms of the existing Development Agreement recorded in Ada County on May 31, 2001 as Instrument #101052483 and shall be bound by the terms contained herein in this new agreement; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement modification for the purpose of ensuring the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designations are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.
3. **DEFINITIONS:** For all purposes of this Agreement, the following words, terms and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **Kirk A. Brock and Cecyle D. Brock**, whose address is 1100 E. Pine Avenue, Meridian, Idaho 83642, the party that owns said Property and shall include any subsequent owner(s)/developer(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel of Property to be bound by this Agreement and located in the County of Ada, City of Meridian as described in **Exhibit “A”** describing a parcel to be removed from existing Development Agreement recorded in Ada County on May 31, 2001 as Instrument #101052483, with such parcel being bound by this new Agreement and legally described in **Exhibit “A,”** attached hereto and by this reference incorporated herein as if set forth at length.

4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

- 4.1 The uses allowed pursuant to this Agreement are only those uses allowed as permitted, conditional and/or accessory uses under the UDC.
- 4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

5. **CONDITIONS GOVERNING DEVELOPMENT OF THE PROPERTY:**

- 5.1 Owner/Developer shall develop or cause the Property to be developed in accordance with the following special conditions:
 - a. Future development of the Property shall be generally consistent with the preliminary plat, landscape plan, common open space/site amenity exhibit, and conceptual building elevations included in Section VII of the Staff Report attached to the Findings attached hereto as Exhibit “B” and the provisions contained herein.
 - b. Any future development of the site must comply with the City of Meridian ordinances in effect at the time of the development.
 - c. Homes on lots that abut W. Pine Avenue, an arterial street, will be highly visible; therefore, the rear and/or side of structures on these lots (i.e., Lots 15, 16, and 18, Block 1) should incorporate articulation through changes in two or more of the following: modulation (e.g., projections, recesses, step-backs, pop-

outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. *Single-story and existing structures are exempt from this requirement.*

- d. The existing structures on Lots 15, 16, and 18 shall meet the dimensional standards for the R-4 zoning district listed in UDC Table 11-2A-5. In addition, the applicant shall provide paved driveways to the existing homes that will take access off the southern common drive.
- e. Lots 2-8, Block 1 shall be restricted to single-story dwellings
- f. The maximum building height for all dwellings shall not exceed 35 feet in height.

6. **APPROVAL PERIOD:** If this Agreement has not been fully executed within six (6) months after the date of the Findings, the City may, at its sole discretion, declare the Agreement null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

- 7.1 **Acts of Default.** In the event Owner/Developer, or Owner's Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the UDC.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's breach of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which actions must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code § 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the

covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to the City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred, and Owner shall have all rights and remedies available at law or in equity.

- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.
- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion therefor in accordance with the terms and conditions of this Agreement and all other ordinance of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all Exhibits, and submit proof of such recording to Owner/Developer.

10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agrees to provide, if required by the City.

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued if the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.

13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agrees to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

CITY:
City Clerk
City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642

with copy to:
City Attorney
City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642

OWNER/DEVELOPER:
Kirk A. Brock and Cecyle D. Brock
1100 E. Pine Avenue
Meridian, Idaho 83642

14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.

15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

16. **TIME IS OF THE ESSENCE:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement runs with the Property and shall be binding on the Owner/Developer, each subsequent owner of the Property, and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, has determined that Owner/Developer has fully performed its obligations under this Agreement.

18. **INVALID PROVISION:** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonable in giving any consent, approval, or taking any other action under this Agreement.

20. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

21. **REMOVED PROPERTY:** The City is hereby authorized, in its sole discretion, to remove a portion of the Property ("Removed Property") from this Agreement at any time, provided that the City and the owner of the Removed Property concurrently enter into a modified development agreement governing the development and use of the Removed Property. The remaining portion of the Property, which has not been removed from this Agreement as described above, shall continue to be bound by the terms of this Agreement.

22. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

22.1 No condition governing the uses and/or conditions governing the Property herein provided for can be modified or amended without the approval of the Meridian City Council after a public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective upon execution of the Mayor and City Clerk.

[End of text. Acknowledgements, signatures, and Exhibits A and B follow.]

ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the parties have herein executed this Agreement and made it effective as hereinabove provided.

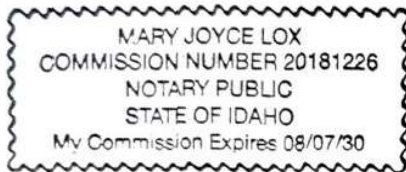
OWNER/DEVELOPER:

Cecyle D. Brock, Personal Representative
Cecyle D. Brock, Personal Representative of the Estate of Kirk A. Brock

State of Idaho)
: ss:
County of Ada)

On this 27 day of March, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **Cecyle D. Brock**, known or identified to me to be person whose name is subscribed to the within instrument as **Personal Representative of the Estate of Kirk A. Brock**, and acknowledged to me that they executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



M. J. Lox
Notary Public
My Commission Expires: 8/7/30

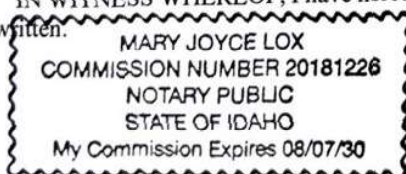
OWNER/DEVELOPER:

Cecyle D. Brock
Cecyle D. Brock

State of Idaho)
: ss:
County of Ada)

On this 27 day of March, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **Cecyle D. Brock**, known or identified to me to be person who signed above and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



M. J. Lox
Notary Public
My Commission Expires: 8/7/30

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

State of Idaho)
 : ss
County of Ada)

On this _____ day of _____, 2026, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A



IDAHO
SURVEY
GROUP

9939 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570
Fax: (208) 884-5399

Exhibit "A"
R-4 Rezone Description
For
1100, 1130 & 1180 East Pine Avenue
City of Meridian, Idaho

The following Describes a Parcel of Land being Portions of 1100, 1130 and 1180 East Pine Avenue in the City of Meridian, Idaho, County Tax Parcel No's R2039261213, R2039261211 & R2039261302 lying in the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more Particularly Described as follows:

COMMENCING at the Southeast Corner of the Southeast 1/4 of the Northeast 1/4 (East 1/4 Corner) of Section 7, Township 2 North, Range 2 West, Boise Meridian; From which, the Southwest Corner of the Northeast 1/4 (Center 1/4 Corner) of said Section 7 bears, South 89°07'04" West, 2,647.61 feet; Thence along the Southerly Boundary Line of the Southeast 1/4 of the Northeast 1/4 of said Section 7, South 89°07'04" West, 674.37 feet to the Centerline Intersection of North Aikins Avenue, the **POINT OF BEGINNING**:

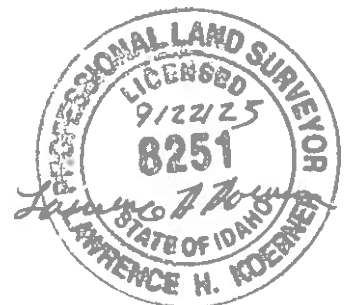
Thence Continuing along the Southerly Boundary Line of the Southeast 1/4 of the Northeast 1/4 of said Section 7, South 89°07'04" West, 334.68 feet to the Prolongation of the Westerly Boundary Line of County Tax Parcel No R2039261213;

Thence leaving said Southerly Boundary Line, and along with the Westerly Boundary Line of County Tax Parcel No's R2039261213, and its Prolongation, North 00°02'59" East, 303.13 feet;

Thence leaving said Westerly Boundary Line, and its Prolongation, South 89°57'21" East, 334.55 feet to the Centerline of North Aikins Avenue;

Thence along the Centerline of North Aikins Avenue, South 00°02'01" West, 297.72 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land Contains 2.31 acres, more or less.



Legend

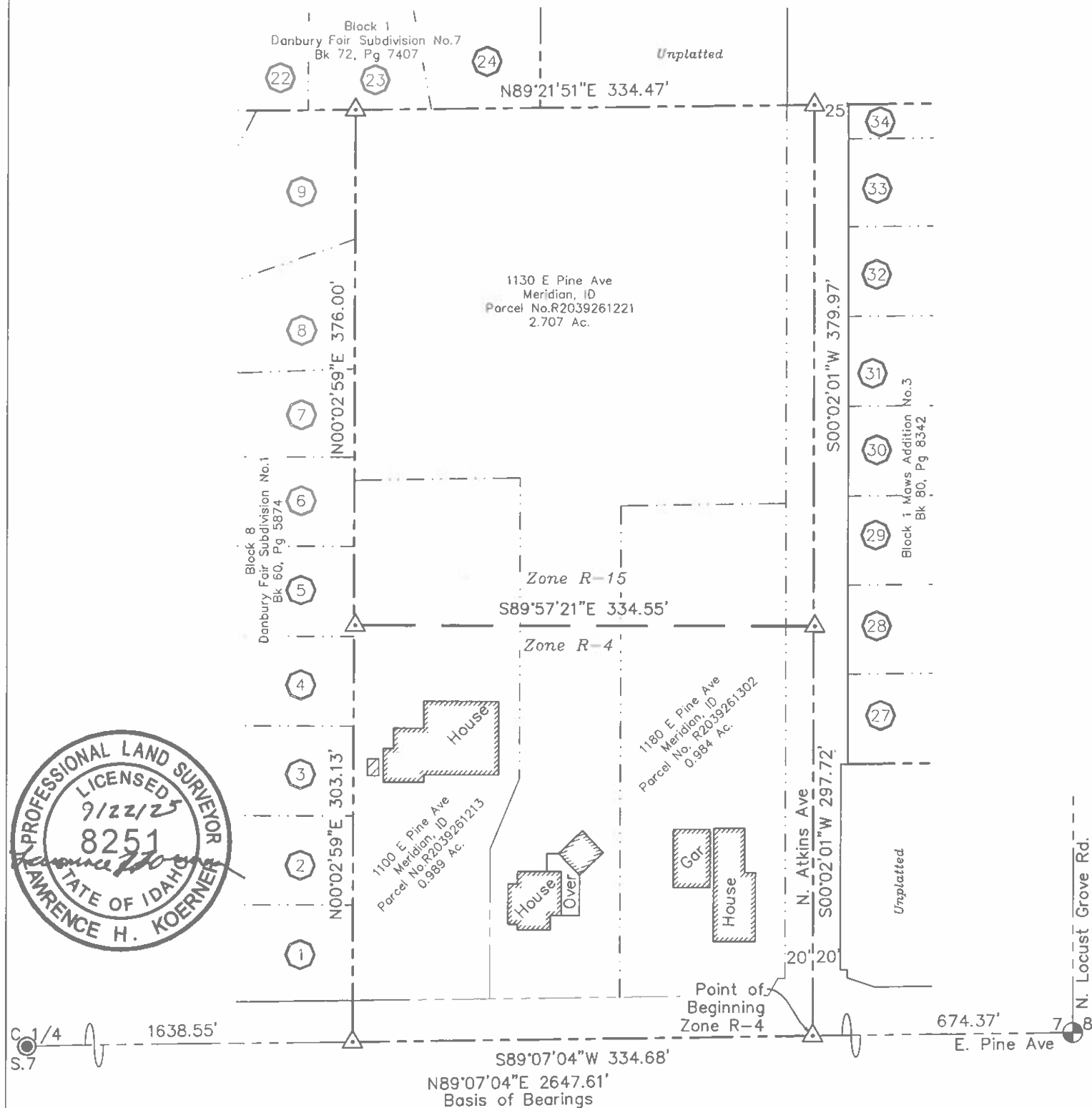
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- Found Aluminum Cap
- △ Calculated Point
- ③ Platted Lot Number

- Rezone Boundary Line
- Zoning Designation Line
- Right-of-Way Line
- Lot/Parcel Line of Record
- Section Line



Scale: 1"=100'

0 25 50 100 200



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IDAHO
SURVEY
GROUP, LLC

9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

Exhibit "B"
R-4 Rezone for
1100, 1130 & 1180 Pine E. Avenue

Located in the SE 1/4 NE 1/4 of Section 7,
T.3N, R.1E., B.M., City of Meridian, Ada County, Idaho.

Job No.
24-293

Sheet No.
1

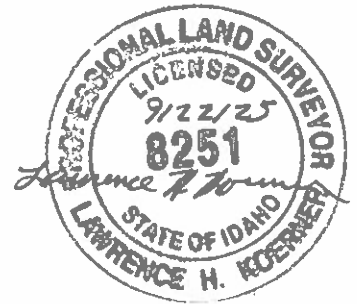
Dwg. Date
9/22/2025

s89°57'21"e
334.55



n00°02'59"e
303.13

s00°02'01"w
297.72



334.68
s89°07'04"w

Pine Avenue R-4 Rezone Description

9/22/2025

Scale: 1 inch= 43 feet

File:

Tract 1: 2.3076 Acres (100520 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/559443), Perimeter=1270 ft.

01 s89.0704w 334.68
02 n00.0259e 303.13
03 s89.5721e 334.55
04 s00.0201w 297.72

EXHIBIT A



IDAHO
SURVEY
GROUP

9939 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570
Fax: (208) 884-5399

Exhibit "A"
R-15 Rezone Description
For
1100, 1130 & 1180 East Pine Avenue
City of Meridian, Idaho

The following Describes a Parcel of Land being Portions of 1100, 1130 and 1180 East Pine Avenue in the City of Meridian, Idaho, County Tax Parcel No's R2039261213, R2039261211 & R2039261302 lying in the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more Particularly Described as follows:

COMMENCING at the Southeast Corner of the Southeast 1/4 of the Northeast 1/4 (East 1/4 Corner) of Section 7, Township 2 North, Range 2 West, Boise Meridian; From which, the Southwest Corner of the Northeast 1/4 (Center 1/4 Corner) of said Section 7 bears, South 89°07'04" West, 2,647.61 feet; Thence along the Southerly Boundary Line of the Southeast 1/4 of the Northeast 1/4 of said Section 7, South 89°07'04" West, 674.37 feet to the Centerline Intersection of North Aikins Avenue; Thence leaving said Southerly Boundary Line, and along the Centerline of North Aikins Avenue, North 00°02'01" East, 297.72 feet to the **POINT OF BEGINNING**:

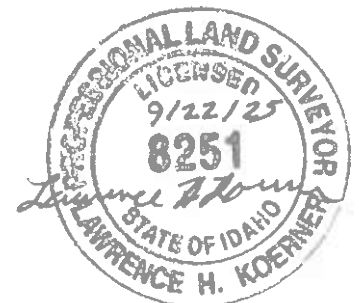
Thence leaving said Centerline, North 89°57'21" West, 334.55 feet to the Westerly Boundary Line of County Tax Parcel No's R2039261213;

Thence along the Westerly Boundary Lines of County Tax Parcel No's R2039261213 & R2039261211, North 00°02'59" East, 376.00 feet to the Northwest Corner of County Tax Parcel No R2039261211;

Thence leaving said Westerly Boundary Lines, and along the Northerly Boundary Line of County Tax Parcel No R2039261211, and its Prolongation, North 89°21'51" East, 334.47 feet to the Centerline of North Aikins Avenue;

Thence leaving said Northerly Boundary Line, and its Prolongation, and along the Centerline of North Aikins Avenue, South 00°02'01" West, 379.97 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land Contains 2.90 acres, more or less.



Legend

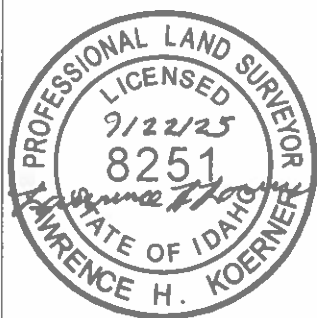
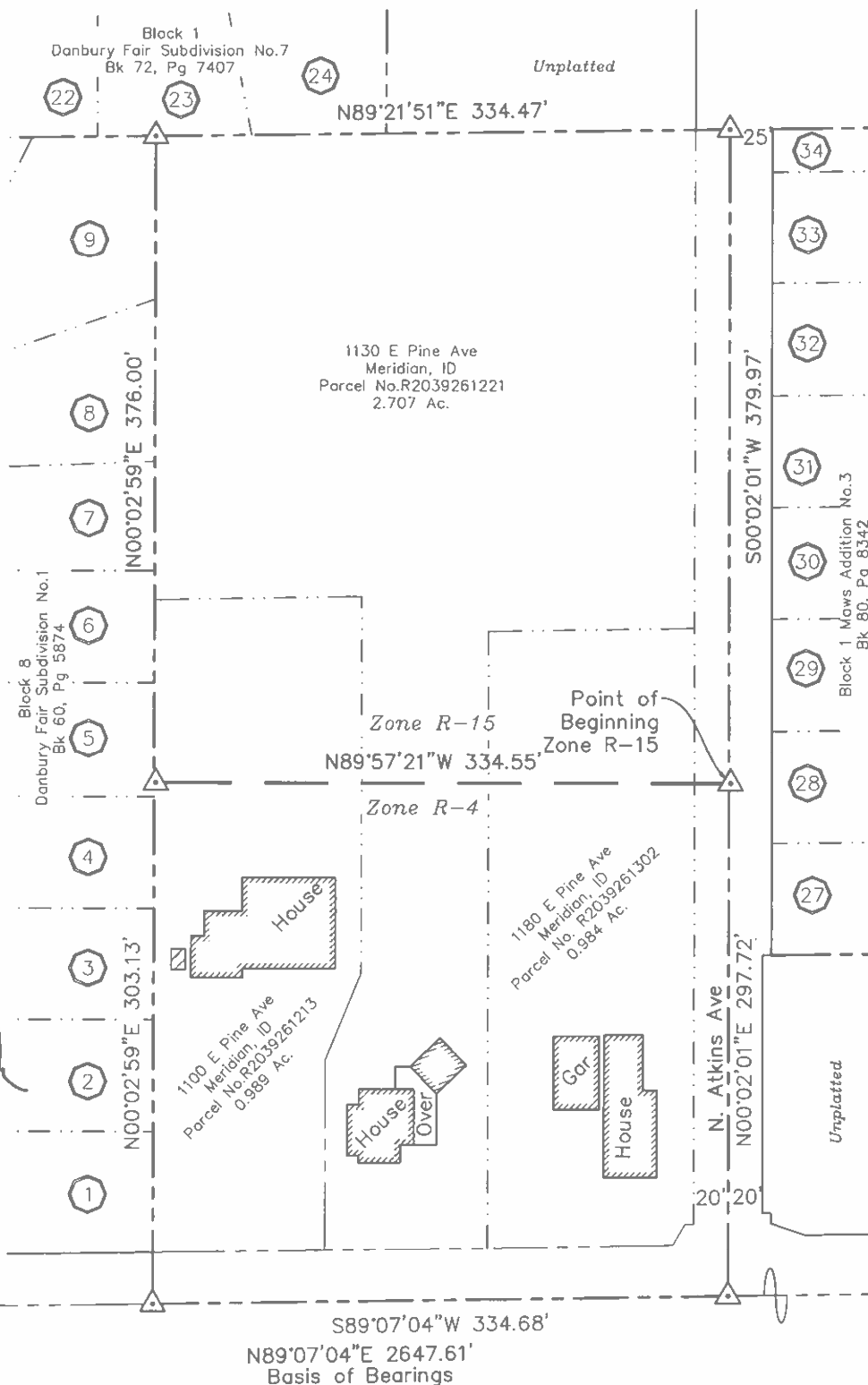
- Found Brass Cap
- Found Aluminum Cap
- △ Calculated Point
- ③ Platted Lot Number

- Rezoned Boundary Line
- Zoning Designation Line
- Right-of-Way Line
- Lot/Parcel Line of Record
- Section Line



Scale: 1"=100'

0 25 50 100 200



C 1/4
S.7

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IDAHO SURVEY GROUP, LLC

9839 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

Exhibit "B"
R-15 Rezone for
1100, 1130 & 1180 Pine E. Avenue

Located in the SE 1/4 NE 1/4 of Section 7,
T.3N, R.1E., B.M., City of Meridian, Ada County, Idaho.

Job No.
24-293

Sheet No.
1

Dwg. Date
9/22/2025

n89°21'51"e
334.47



n00°02'59"e
376

s00°02'01"w
379.97



334.55
n89°57'21"w

Pine Avenue R-15 Rezone Description

9/22/2025

Scale: 1 inch= 43 feet

File:

Tract 1: 2.9026 Acres (126435 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/482903), Perimeter=1425 ft.

- 01 n89.5721w 334.55
- 02 n00.0259e 376
- 03 n89.2151e 334.47
- 04 s00.0201w 379.97

EXHIBIT B

CITY OF MERIDIAN FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION & ORDER



In the Matter of the Request for Rezone 2.9 acres of land from the R-4 to the R-15 zoning district and a Preliminary Plat on 4.68 acres of land, consisting of 24 building lots and 7 common lots, and a development agreement modification to terminate the old development agreement and establish a new one., by Ethridge Development.

Case No(s). H-2025-0016

For the City Council Hearing Date of: February 24th, 2026 (Findings on March 3rd, 2026)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of February 24th, 2026, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of February 24th, 2026, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of February 24th, 2026, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of February 24th, 2026, incorporated by reference)

B. Conclusions of Law

1. The City of Meridian shall exercise the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.
3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.
4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the Community Development Department, the Public Works Department and any affected party requesting notice.

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of February 24th, 2026, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

Pursuant to the City Council's authority as provided in Meridian City Code § 11-5A and based upon the above and foregoing Findings of Fact which are herein adopted, it is hereby ordered that:

1. The applicant's request for rezone, preliminary plat, and development agreement modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of February 24th, 2026, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

Please take notice that approval of a preliminary plat, combined preliminary and final plat, or short plat shall become null and void if the applicant fails to obtain the city engineer's signature on the final plat within two (2) years of the approval of the preliminary plat or the combined preliminary and final plat or short plat (UDC 11-6B-7A).

In the event that the development of the preliminary plat is made in successive phases in an orderly and reasonable manner, and conforms substantially to the approved preliminary plat, such segments, if submitted within successive intervals of two (2) years, may be considered for final approval without resubmission for preliminary plat approval (UDC 11-6B-7B).

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-6B-7.A, the Director may authorize a single extension of time to obtain the City Engineer's signature on the final plat not to exceed two (2) years. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the preliminary plat, combined preliminary and final plat or short plat to comply with the current provisions of Meridian City Code Title 11. If the above timetable is not met and the applicant does not receive a time extension, the property shall be required to go through the platting procedure again (UDC 11-6B-7C).

Notice of Development Agreement Duration

The city and/or an applicant may request a development agreement or a modification to a development agreement consistent with Idaho Code section 67-6511A. The development agreement may be initiated by the city or applicant as part of a request for annexation and/or rezone at any time prior to the adoption of findings for such request.

A development agreement may be modified by the city or an affected party of the development agreement. Decision on the development agreement modification is made by the city council in accord with this chapter. When approved, said development agreement shall be signed by the property owner(s) and returned to the city within six (6) months of the city council granting the modification.

A modification to the development agreement may be initiated prior to signature of the agreement by all parties and/or may be requested to extend the time allowed for the agreement to be signed and returned to the city if filed prior to the end of the six (6) month approval period.

E. Judicial Review

Pursuant to Idaho Code § 67-6521(1)(d), if this final decision concerns a matter enumerated in Idaho Code § 67-6521(1)(a), an affected person aggrieved by this final decision may, within twenty-eight (28) days after all remedies have been exhausted, including requesting reconsideration of this final decision as provided by Meridian City Code § 1-7-10, seek judicial review of this final decision as provided by chapter 52, title 67, Idaho Code. This notice is provided as a courtesy; the City of Meridian does not admit by this notice that this decision is subject to judicial review under LLUPA.

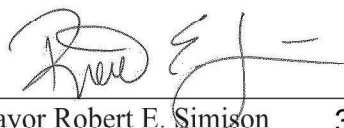
F. Notice of Right to Regulatory Takings Analysis

Pursuant to Idaho Code §§ 67-6521(1)(d) and 67-8003, an owner of private property that is the subject of a final decision may submit a written request with the Meridian City Clerk for a regulatory takings analysis.

G. Attached: Staff Report for the hearing date of February 24th, 2026.

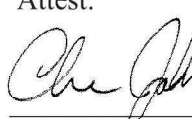
By action of the City Council at its regular meeting held on the 3rd day of March, 2026.

COUNCIL PRESIDENT JOHN OVERTON	VOTED <u>AYE</u>
COUNCIL VICE PRESIDENT ANNE LITTLE ROBERTS	VOTED <u>AYE</u>
COUNCIL MEMBER DOUG TAYLOR	VOTED <u>AYE</u>
COUNCIL MEMBER LUKE CAVENER	VOTED <u>AYE</u>
COUNCIL MEMBER LIZ STRADER	VOTED <u>AYE</u>
COUNCIL MEMBER BRIAN WHITLOCK	VOTED <u>AYE</u>
MAYOR ROBERT SIMISON	VOTED _____
(TIE BREAKER)	



Mayor Robert E. Simison 3-3-2026

Attest:

Chris Johnson 3-3-2026
City Clerk

Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By:  _____ Dated: 3-3-2026
City Clerk's Office

COMMUNITY DEVELOPMENT
DEPARTMENT REPORT



HEARING DATE: 2/24/2026
(Remanded to Planning and Zoning Commission on 9/16/2025)

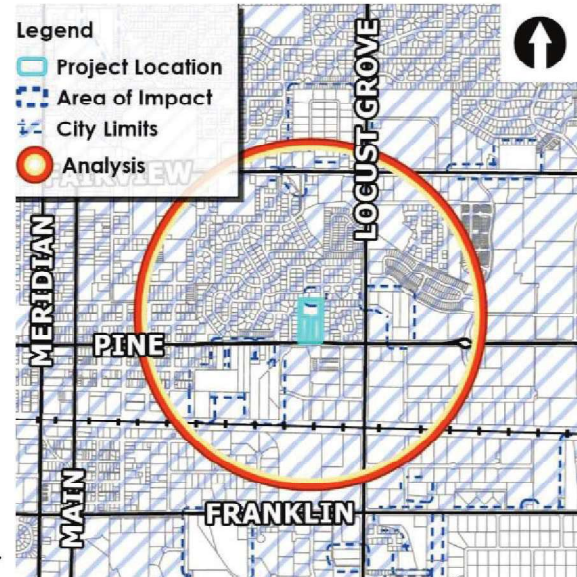
TO: Mayor & City Council

FROM: Nick Napoli, Associate Planner
208-884-5533
nnapoli@meridiancity.org

APPLICANT: Sabrina Durtschi

SUBJECT: H-2025-0016
Farrington Heights Subdivision RZ, PP, MDA

LOCATION: Generally located at the northwest corner of E. Pine Avenue and N. Adkins Avenue in the SE corner of the SE ¼ of the NE ¼ of Section 7, T.2N., R.2W.



I. PROJECT OVERVIEW

A. Summary

Rezone 2.9 acres of land from the R-4 to the R-15 zoning district and a Preliminary Plat on 4.68 acres of land, consisting of 24 building lots and 7 common lots, and a development agreement modification to terminate the old development agreement and establish a new one.

B. Issues/Waivers

- This application was previously recommended for denial by the Planning and Zoning Commission and has since been remanded by the City Council to allow for changes to address the concerns of the neighbors and the Planning and Zoning Commission. The previous reasons for denial were a lack of open space, the 2-story transition to the existing single-story homes, and the change in zoning from R-4 to R-15 being too abrupt. The Commission continued the application at the December 4th hearing to remove the open space and make the lots bigger to provide a better transition.
- The development does not require open space due to the subdivision being under five (5) acres in size, however, there is no regional park in the area for residents to recreate at. Since the previous hearing, the planning and zoning commission gave the applicant direction to remove the open space and make the lots larger so they can accommodate single story homes.
- Since the previous hearing on December 4th, 2025, the applicant has revised the concept plan to eliminate the open space and include larger lot sizes. The applicant has indicated that the homes on the western boundary of the site will all be single story which will

provide a better transition to the existing homes. In addition, the roadway was reconfigured to be adjacent to the existing homes on the north portion of the site.

C. Recommendation

Staff: Approval with a Development Agreement and Conditions.

Commission: Approval with modifications to the department report.

D. Decision

Council: Approved as presented in the staff report.

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Residential	-
Proposed Land Use(s)	Residential	-
Existing Zoning	R-4	VII.A.2
Proposed Zoning	R-15	
Adopted FLUM Designation	Medium Density Residential	VII.A.3
Proposed FLUM Designation	Medium Density Residential	

Table 2: Process Facts

Description	Details
Preapplication Meeting date	12/10/2024
Neighborhood Meeting	2/10/2025
Site posting date	1/22/2026

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		IV.C
• Comments Received	Yes	-
• Commission Action Required	No	-
• Access	Adkins Avenue: Local Street	-
• Traffic Level of Service	ACHD does not have traffic counts available for Pine and Adkins	-
ITD Comments Received	Yes	-
Meridian Public Works Wastewater		IV.B
• Distance to Mainline	Sewer Available at Site	
• Impacts or Concerns	See Public Works Site Specific Conditions	
Meridian Public Works Water		IV.B
• Distance to Mainline	Water Available at Site	
• Impacts or Concerns	No	
School District(s)	No Comments	-

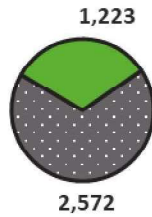
Note: See section IV. City/Agency Comments & Conditions for comments received or see the public [record](#).

Figure 1: One-Mile Radius Existing Condition Metrics

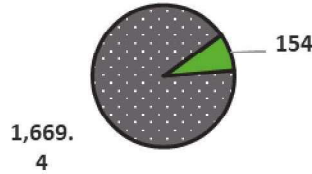
Reference Parcel: R2039261221

Date Retrieved: 2025 / 4 / 3

Parcel Count



Parcel Acreage



**Infill Indicator:
Surrounding Area**

8% *Not City*



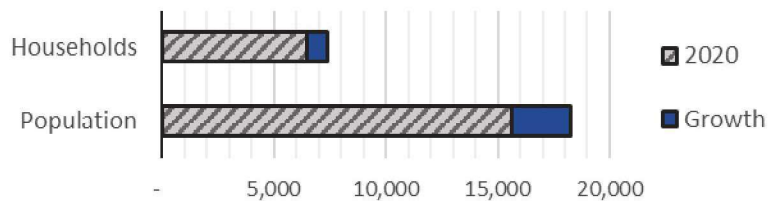
Household Change

14.0%

Population Change: 16.8%

(Household and Population Change since 2010 Decennial)

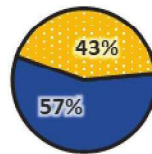
Household & Population Growth



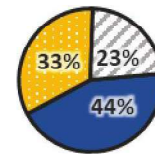
Use Types



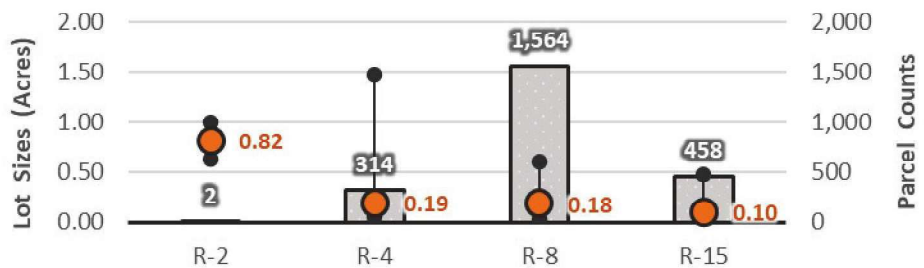
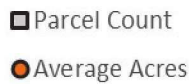
Residential Addresses



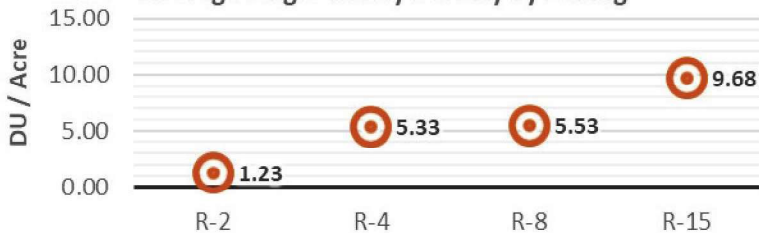
All Addresses



**Single-family
Residential
Parcel Diversity**



Average Single-family Density by Zoning



Average

Residential Net Density

6.10

Dwelling Units / Acre

Figure 2: ACHD Summary Metrics

Level of Service Planning Thresholds

1. Condition of Area Roadways

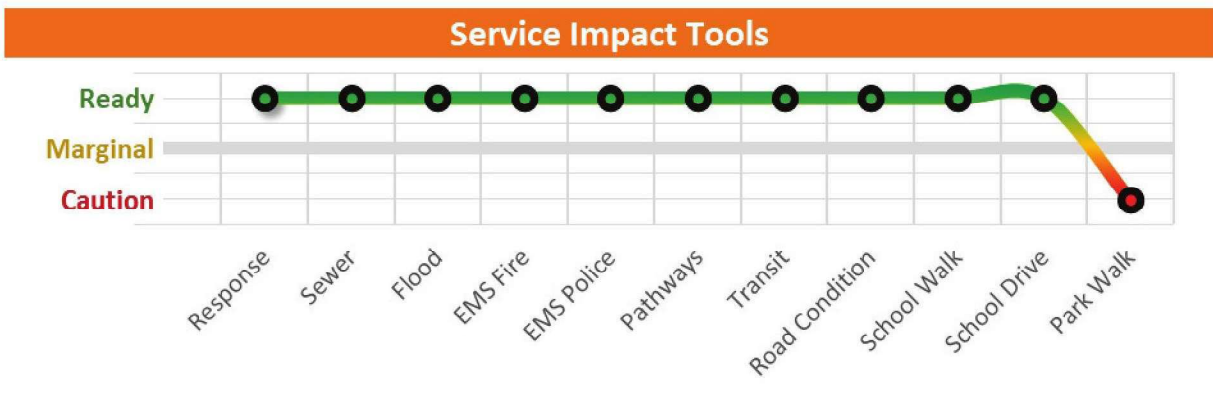
Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
* Pine Avenue	314-feet	Minor Arterial	N/A	N/A
** Adkins Avenue	648-feet	Local	N/A	N/A

* Acceptable level of service for a three-lane minor arterial is "E" (720 VPH).

** ACHD does not set level of service thresholds for local streets.

Figure 3: Service Impact Summary



III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

This property is designated Medium Density Residential on the City's Future Land Use Map (FLUM) contained in the Comprehensive Plan. The medium-density residential designation allows for dwelling units at gross densities of three (3) to eight (8) dwelling units per acre. Density bonuses may be considered with the provision of additional public amenities such as a park, school, or land dedicated for public services.

The applicant proposes to rezone 2.9 acres of the 4.68 acres of land from the R-4 zoning district to the R-15 zoning district and leave the remaining 1.78 acres as the R-4 zoning district. A preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided and developed with twenty-four (24) residential building lots and seven (7) commons lots at a gross density of 5.12 units per acre. The proposed use and density are consistent with the Medium Density Residential (MDR) FLUM designation of three (3) to eight (8) units per acre.

Additionally, the applicant is proposing a development agreement modification to terminate the existing development agreement (DA) and create a new one.

The R-15 zoning designation, which allows for reduced lot sizes down to 2,000 square feet, provides flexibility for developers to support a diversity and variety of housing types. This can create a dynamic, multi-generational community where residents can transition through different stages of life (known as aging in place) while remaining in the same neighborhood. This type of zoning in conjunction with other designations, should be used to support a diverse housing mix that supports long-term residency and continuity within the community, promoting stability and a sense of place for residents throughout different stages of life.

The surrounding landscape consists of single-family detached homes to the east, west, and north, while to the south is Pine Avenue. It is important to note that the majority of the surrounding homes are single-story. The average density for a one-mile radius is 6.1 units per acre, which is higher than the 5.12 units per acre the applicant is proposing. Single-family detached dwellings are listed as a principally permitted use in the R-15 zoning district per UDC Table 11-2A-2. The applicant is proposing to keep the three (3) existing homes on the property and will configure new lot lines around the existing homes that conform to the dimensional standards.

Since the previous hearing, the applicant has submitted a phasing plan indicating they would like to north portion to be a part of Phase one (1) and the southern portion as Phase two (2).

Future development is subject to the dimensional standards listed in UDC Table 11-2A-7 for the R-15 zoning district. The property is already annexed with the R-4 zoning. The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. If this property is annexed, Staff recommends a DA is required with the provisions discussed herein and included in Section IV.

Overall, the proposed infill development is an allowed use within the Medium Density Residential designation and contributes to the area's intended mix of residential housing types. Therefore, staff is supportive of the proposed development with the conditions and DA provisions listed in Section IV.

Comprehensive Plan Policy 2.02.02C: Support infill development that does not negatively impact the abutting, existing development. Infill projects in Downtown should develop at higher densities, irrespective of existing development.

Staff encouraged the applicant to converse with the neighbor early on in the process, and after their neighborhood meeting, the applicant indicated the neighbors had minimal concerns.

However, at the first hearing in front of the Planning and Zoning Commission, the neighbors had several concerns that were not addressed by the applicant. With the resubmittal, the applicant has addressed these concerns by providing an adequate transition the neighboring residential.

Comprehensive Plan Policy 2.02.01D: Require pedestrian access in all new development to link subdivisions together and promote neighborhood connectivity.

The applicant will be extending the sidewalk along the west side of N. Adkins Avenue to connect with the northern subdivision, which will improve the walkability in the neighborhood. However, there is still an Ada County parcel that will leave a gap in the sidewalk. Once the Ada County parcel annexes into the city, the sidewalk will be completed along the west side of Adkins.

Comprehensive Plan Policy 6.01.02B: Reduce the number of existing access points onto arterial streets by using methods such as cross-access agreements, access management, and frontage/backage roads, and promoting local and collector street connectivity.

The applicant will be eliminating three access points to E. Pine Avenue, which will decrease the number of curb cuts on an increasingly busier arterial roadway.

Comprehensive Plan Policy 2.02.00: Plan for safe, attractive, and well-maintained neighborhoods that have ample open space, and generous amenities that provide varied lifestyle choices.

Open space and amenities are not required by the UDC since the development is five (5) acres or less. However, staff has concerns with the lack of opportunities for outdoor recreation for residents in this area, as there is no regional park nearby. During the previous hearing, the Planning and Zoning Commission asked the applicant to eliminate the open space and make the lots larger throughout the development to accommodate some single-story homes.

Table 4: Project Overview

Description	Details
History	AZ-00-012; DA Inst# 101052483
Phasing Plan	2 Phases
Residential Units	21 new single-family detached 3 existing single-family detached
Open Space	None; The development is less than 5 acres
Amenities	None; The development is less than 5 acres
Acreage	4.68 acres
Lots	30 Buildable Lots and 3 Common Lots
Density	Gross: 5.12 Units/Acre Net: 6.66 Units/Acre

B. History

The subject properties were annexed in 2000 as a part of Farrington, Opal application (AZ-00-012). The zoning granted at the time of annexation was the R-4 zoning district. With the annexation approval, the properties were subject to a DA that restrict the property to adding one (1) additional home on the 4.68 acres. The existing DA will be replaced with a new DA to update the concept plan and provisions to improvements relevant to the current proposal.

This application was previously heard by the Planning and Zoning Commission on 8/7/25 and was recommended for denial. Since the hearing, the applicant was remanded by the City Council back to the Planning and Zoning Commission to address the concerns of the neighbors and

commission. The reason for denial was due to a lack of open space, a lack of transition between the proposed two (2) story homes and existing single-story homes, and the zoning change from R-4 to R-15 being too abrupt.

During the previous Planning and Zoning hearing on December 4th, 2025, the commission asked the applicant to remove the open space to allow for larger building lots to accommodate some single-story homes. The applicant has revised their plan to lose an additional lot, provide larger lot sizes and single story homes adjacent to the western boundary.

C. Site Development and Use Analysis

1. Existing Structures/Site Improvements (*UDC 11-1*):

The subject site contains three (3) existing homes that will remain with the formation of the subdivision. These homes will be included in southern portion of the development and shall conform to the dimensional standards listed UDC Tables 11-2A-5 and 11-2A-7.

2. Proposed Use Analysis (*UDC 11-2*):

The applicant is proposing single-family detached homes (21 new and 3 existing), which are listed as a principal permitted use in UDC Table 11-2A-2 for the R-15 and R-4 zoning districts. In addition to this, the proposed gross density of the subdivision is 5.12 units per acre, which is less than the one-mile radius average density of 6.1 units per acre.

Comprehensive Plan policy 2.01.01C encourages the applicants to maintain a range of residential land use designations that allow diverse lot sizes, housing types, and densities. Comprehensive Plan policy 2.01.01G states development should avoid the concentration of any one housing type or lot size in any geographical area; provide for diverse housing types throughout the City.

Comprehensive Plan policy 2.06.02D encourages a diversity of housing, recreation, and mobility options to attract and sustain the local workforce.

The applicant is proposing a total of 24 detached single-family homes, which is consistent with what has been approved in the surrounding subdivisions. However, the lot sizes in this development are smaller than the neighboring subdivisions but have increased since the previous application. As a result of the increased lot sizes, the applicant has lost a total of six (6) buildable lots.

3. Dimensional Standards (*UDC 11-2*):

The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC Tables 11-2A-5 and 11-2A-7 for the R-4 and R-15 zoning districts. *The proposed plat complies with the dimensional standards of the R-4 and R-15 zoning districts.*

D. Design Standards Analysis

1. Site Design Standards (*Comp Plan, UDC 11-3A-19*):

Goals 2.01.02D, 2.01.01G, and 2.02.02C of the Comprehensive Plan emphasize the importance of offering diverse housing types throughout Meridian to accommodate the needs, preferences, and financial capacities of current and future residents. These goals also support infill development that complement existing neighborhoods.

The subject site is adjacent to established R-8 subdivisions (Danbury Fair Subdivision Nos. 1 and 7, and Maws Add No. 3) to the east, north, and west. The applicant submitted a

preliminary plat and conceptual building elevations proposing 24 single-family detached dwellings at a gross density of 5.12 units per acre (see Section VII.G). This density aligns with the Medium Density Residential (MDR) Future Land Use Map (FLUM) designation.

A county enclave parcel remains to the north along N. Adkins Avenue, which will result in a persistent gap in the sidewalk network.

The property is contiguous to annexed City land to the north and lies within the City's Area of City Impact. A legal description and exhibit map of the proposed R-4 and R-15 rezone areas are included in Section VII. Pursuant to Idaho Code § 67-6511A, the City may require a development agreement (DA) with annexation. Staff recommends that a DA be required, incorporating the provisions outlined herein and in Section IV.

2. Qualified Open Space & Amenities (*Comp Plan, UDC 11-3G*):

UDC Section 11-3G-2 requires common open space and amenities for developments that are five (5) acres or larger. The proposed development, at 4.68 acres, falls below this threshold and is therefore not subject to the open space and amenity requirements outlined in the code. However, staff have engaged in multiple discussions with the applicant regarding the value of including open space and amenities, especially given the absence of a regional park in the surrounding area. While not a code requirement, staff are concerned about the lack of recreational space or amenities for future residents.

Since the previous hearing, the applicant eliminated the majority of the open space to increase the average lot size within the development to accommodate some single-story homes.

3. Landscaping (*UDC 11-3B*):

i. Landscape buffers along streets

UDC 11-2A-7 requires a twenty-five (25) foot wide landscape buffer along E. Pine Avenue, an arterial roadway. A landscape buffer is not required along N. Adkins Avenue, a local street; however, a 10-foot setback to the living space is required from the back of the sidewalk.

The applicant has provided a twenty-five (25) foot wide landscape buffer along E. Pine Avenue and is required to comply with the dimensional standards for the R-4 and R-15 districts. With the submittal of the final plat, the applicant shall provide vegetation coverage calculations.

ii. Tree preservation

Mitigation shall be required for all existing trees four-inch caliper or greater that are removed from the site with equal replacement of the total calipers lost on site up to an amount of one hundred (100) percent replacement (Example: Two (2) ten-inch caliper trees removed may be mitigated with four 5-inch caliper trees, five (5) four-inch caliper trees, or seven (7) three-inch caliper trees). Deciduous specimen trees four-inch caliper or greater may count double towards total calipers lost, when planted at entryways, within common open space, and when used as focal elements in landscape design.

The applicant shall provide mitigation calculations with submittal of the final plat if any trees are being removed from the property.

iii. Storm integration

Per UDC 11-3B-11, the applicant shall meet the intent to improve water quality and provide a natural, effective form of flood and water pollution control through the integration of vegetated, well designed stormwater filtration swales and other green stormwater facilities into required landscape areas, where topography and hydrologic features allow if part of the development.

iv. Pathway landscaping

No new pathway is being proposed as the existing attached ten (10) foot multi-use along E. Pine Avenue is going to remain.

4. Parking (*UDC 11-3C*):

i. Residential parking analysis

Off-street parking is required to be provided for each home based on the total number of bedrooms per unit as set forth in UDC Table 11-3C-6. On-street parking is also available on portions of the proposed streets.

Lot 18 will be taking access off Adkins Avenue. The applicant has submitted an exhibit showing the garage and street setback to the property in compliance with the standards. Lot 18 has an existing home that shall have the required twenty (20) foot garage setback and fifteen (15) foot living setback.

5. Building Elevations (*Comp Plan, Architectural Standards Manual*):

Goal 5.01.02D of the Comprehensive Plan highlights the need for effective building design and landscaping to buffer, screen, beautify, and integrate commercial, multifamily, and parking areas with existing neighborhoods. In response, the developer has submitted conceptual building elevations that illustrate the appearance of future homes in the development (see Section VII).

The proposed designs include variations of one and two-story homes, each featuring a two-car garage. The elevations showcase a range of architectural styles and design elements, including lap siding, neutral color accents, brick and stone veneer, varied roof profiles, and different home styles. Staff review confirms that these elevations adhere to the city's architectural standards and comply with the required design criteria.

One of the largest concerns of the neighboring residences was the transition from the existing single-story homes to the proposed two-story homes. Since the previous hearing, the applicant has revised the preliminary plat to make the lots larger on the perimeter of the subdivision to accommodate single story structures. The applicant has indicated that Lots 2-8, Block 1 will be single story homes.

Homes on lots that abut W. Pine Avenue, an arterial street, will be highly visible; therefore, the rear and/or side of structures on these lots (i.e. Lots 15, 16, and 18, Block 1) should incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. *Single-story and existing structures are exempt from this requirement.*

6. Fencing (*UDC 11-3A-6, 11-3A-7*):

All fencing is required to comply with the standards listed in UDC 11-3A-7. According to the submitted landscape plans, the applicant is proposing two types of fencing throughout the site, six (6) foot solid vinyl fencing and a four (4) foot wrought iron semi-privacy fencing.

In addition, the applicant shall indicate the fencing location on the residential lots with the submittal of the building permits. These will be required to comply with UDC 11-3A-7.

E. Transportation Analysis

1. Access (*Comp Plan, UDC 11-3A-3, UDC 11-3H-4*):

Goals 6.01.01H and 6.01.02B of the Comprehensive Plan stress the need to minimize the number of direct access points onto arterial streets. This can be achieved through cross-access agreements, access management, frontage and backage roads, and enhancing connectivity through local and collector streets. Additionally, these goals highlight the importance of incorporating pedestrian access connectors in new developments to link subdivisions and support neighborhood connectivity within a community pathway system.

Access to the property is proposed from N. Adkins Avenue, a local roadway on the eastern portion of the site. This local road is a shared drive between the proposed subdivision and the existing subdivision to the east and north. The applicant is proposing three (3) access points off N. Adkins Avenue with one being a common drive for access to Lots, 14, 15, and 16, Block 1 and the other two being local street extensions.

2. Multiuse Pathways and Pathways (*UDC 11-3A-5, Comp Plan, UDC 11-3A-8*):

Comprehensive Plan policy 4.04.01A ensures that new development and subdivisions connect to the pathway system.

UDC 11-3G-5 emphasizes the importance of common open space and amenities being located in areas that maximize pedestrian and bicycle connectivity.

Multi-use pathways shall be constructed in accord with the city's comprehensive plan, the Meridian Pathways Master Plan, the Ada County Highway District Master Street Map and Roadways to Bikeways Master Plan. The standards along Arterial roadways are to provide a detached ten (10) foot wide sidewalks (multiuse pathway), however, in conversation with the parks department, it was determined the existing ten (10) foot attached multi-use pathway will be sufficient due to it being relatively new. The applicant is in compliance with this, as the ten (10) foot sidewalk already exists along E. Pine Avenue.

3. Sidewalks (*UDC 11-3A-17*):

All sidewalks constructed as part of this proposal are required to comply with the standards listed in UDC 11-3A-17. A sidewalk connection along the west side of N. Adkins Avenue is required to be installed to connect the existing subdivision to the multi-use pathway along E. Pine Avenue. The applicant is depicting the sidewalk on the landscape plan in compliance with this standard. The applicant shall provide a street section exhibit with the submittal of the final plat reflecting compliance with these standards.

With the construction of the sidewalk along the western side of Adkins, the sidewalk will extend to the north and stub at the lone remaining Ada County parcel. The sidewalk will be completed when the Ada County parcel annexes in the future.

4. Subdivision Regulations (*UDC 11-6*):

i. Dead end streets

The proposed subdivision does not contain a dead end street other than the two (2) common drives as discussed below.

ii. Common driveways

Per UDC 11-6C-3D, common driveways shall serve a maximum of four (4) dwelling units. In no case shall more than three (3) dwelling units be located on one (1) side of the driveway unless alternative compliance is applied for.

The applicant proposes two (2) common drives within the development. The common drive accessing Hardiman Street will serve two (2) homes, while the common drive accessing N. Adkins Avenue will serve three (3) homes. The common drive connecting to N. Adkins Avenue complies with the UDC requirements; however, the common drive connecting to Hardiman Street must be revised to depict Lot 8, Block 1 with the same building envelope as Lot 7, Block 1.

In addition, it is important to note that the applicant still needs to comply with the parking requirements for driveways off of common drives. If the house exceeds two (2) bedrooms, the applicant will be required to have a twenty-by-twenty (20 x 20) foot parking pad.

The applicant worked with staff to modify the common drives to provide the five (5) feet of landscaping required in the UDC 11-6. Additionally, the applicant has provided details into where the curb cuts for Lots 14, 15, and 16 will take access from the common drive connecting directly to N. Adkins Avenue.

iii. Block face

UDC 11-6C-3- regulates block lengths for residential subdivisions. The intent of this section of code is to ensure block lengths do not exceed 750 ft, although there is the allowance of an increase in block length to 1,000 feet if a pedestrian connection is provided. In no case shall a block face exceed one thousand two hundred (1,200) feet, unless waived by the City Council. *The applicant is compliance with the block length requirements in the UDC.*

F. Services Analysis

1. Waterways (*Comp Plan, UDC 11-3A-6*):

The existing irrigation ditches on the property shall be piped or tiled in accordance with UDC 11-3A-6.

2. Pressurized Irrigation (*UDC 11-3A-15*):

An underground pressurized irrigation system is required to be installed to provide irrigation to each lot in the subdivision in accord with the standards listed in UDC 11-3A-15.

3. Storm Drainage (*UDC 11-3A-18*):

An adequate storm drainage system is required in all developments by the City's adopted standards, specifications, and ordinances. Design and construction shall follow the best management practices as adopted by the City as outlined in UDC 11-3A-18. Storm drainage will be proposed with a future Certificate of Zoning Compliance application and shall be constructed to City and ACHD design criteria.

4. Utilities (*Comp Plan, UDC 11-3A-21*):

Ensure development is connected to City of Meridian water and sanitary sewer systems and the extension to and through said developments are constructed in conformance with the City of Meridian Water and Sewer System Master Plans in effect at the time of development. All utilities are available to the site. Water main, fire hydrant and water service require a twenty-foot (20) wide easement that extends ten (10) feet past the end of main, hydrant, or water meter. No permanent structures, including trees, are allowed inside the easement.

In addition, all buildable lots within Block 2 shall be revised to include a ten (10)-foot public utility, irrigation, and drainage easement along the rear lot lines. The applicant currently depicts a five (5)-foot easement; however, UDC 11-6C-3E grants the City Engineer discretion to require appropriate easement widths. This revision shall be made with the final plat submittal.

Comprehensive Plan policy 3.03.03G require urban infrastructure to be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities.

IV. CITY/AGENCY COMMENTS & CONDITIONS

Prior to the City Council hearing, the applicant shall revise the landscape plan, elevations, and common drive exhibits to reflect the most recent changes to the preliminary plat.

A. Meridian Planning Division

1. A Development Agreement (DA) is required as a provision of rezone of this property. Prior to approval of the rezone ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the developer. **A final plat shall not be submitted until the DA and Ordinance is approved by City Council.**

Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the annexation. The DA shall, at minimum, incorporate the following provisions *IF* City Council determines rezone is in the best interest of the City:

- a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, common open space/site amenity exhibit, and conceptual building elevations included in Section VIII and the provisions contained herein.
 - b. Any future development of the site must comply with the City of Meridian ordinances in effect at the time of the development.
 - c. Homes on lots that abut W. Pine Avenue, an arterial street, will be highly visible; therefore, the rear and/or side of structures on these lots (i.e. Lots 15, 16, and 18, Block 1) should incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. *Single-story and existing structures are exempt from this requirement.*
 - d. The existing structures on Lots 15, 16, and 18 shall meet the dimensional standards for the R-4 zoning district listed in UDC Table 11-2A-5. In addition, the applicant shall provide paved driveways to the existing homes that will take access off the southern common drive.
 - e. Lots 2-8, Block 1, shall be restricted to single story dwellings.
 - f. The maximum building height for all dwellings shall not exceed 35 feet in height.
2. The final plat shall include the following revisions:
 - a. Add a plat note stating “direct lot access to E. Pine Avenue is prohibited.”
 - b. Graphically depict the three (3) foot wide public utility, drainage, and irrigation easements on the sides of Lots 2-8, Block 2, and Lots 2-8 & 10-12, Block 1.
 - c. Graphically depict the five (5) foot wide public utility, drainage, and irrigation easements on the side of Lots 14, 15, 16, 18, Block 1.
 - d. Modify note 15 to include language stating that all interior side lot lines for Lots 2-8, Block 2, and Lots 2-8 & 10-12, Block 1 contain a three (3) foot wide easement for public utilities, irrigation, and drainage.
 - e. Modify note 15 to include language stating that all side lot lines for Lots 14, 15, 16, 18, Block 1 contain a five (5) foot wide easement for public utilities, irrigation, and drainage.
 - f. Modify the rear easement for Lots 2-8, Block 2 to 10 feet in width.
 3. The landscape plan submitted with the final plat shall include the following revisions:
 - a. Include mitigation calculations on the plan for existing trees that are proposed to be removed in accord with the standards listed in UDC 11-3B-10C.5. The Applicant shall coordinate with the City Arborist (Kyle Yorita kyorita@meridiancity.org) to determine mitigation requirements prior to removal of existing trees from the site.

- b. Provide details on the ground coverage material that will be used along Pine Avenue.
4. The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC Table 11-2A-5 and 11-2A-7 for the R-4 and R-15 zoning districts.
5. Prior to the City Engineer's signature on the final plat, all existing structures that do not conform to the setbacks of the R-4 zoning district shall be removed.
6. Comply with all subdivision design and improvement standards as set forth in UDC 11-6C-3, including but not limited to cul-de-sacs, alleys, driveways, common driveways, easements, blocks, street buffers, and mailbox placement.
7. Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family dwellings based on the number of bedrooms per unit.
8. The preliminary plat approval shall become null and void if the applicant fails to either: 1) obtain the City Engineer's signature on a final plat within two years of the date of the approved findings; or obtain approval of a time extension as set forth in UDC 11-6B-7.
9. The final plat shall substantially comply with the approved preliminary plat as set forth in UDC 11-6B-3C.
10. Comply with all subdivision design and improvement standards as set forth in UDC 11-6C-3, including but not limited to cul-de-sacs, alleys, driveways, common driveways, easements, blocks, street buffers, and mailbox placement.
11. The applicant and/or assigns shall have the continuing obligation to provide irrigation that meets the standards as set forth in UDC 11-3B-6 and to install and maintain all landscaping as set forth in UDC 11-3B-5, UDC 11-3B-13 and UDC 11-3B-14.
12. Submit an updated common drive exhibit for the common drive off of Adkins Avenue showing the driveways and the setbacks for the existing homes that will remain on Lots 14, 15, and 16, Block 1.
13. Submit a revised common drive exhibit for the common drive off of Hardiman Street showing Lot 8, Block 1, with the same building envelope as Lot 7, Block 1.
14. The applicant shall either construct the landscape buffer along and close the access points or post surety for the improvements along W. Pine Avenue with Phase one (1) of the development.
15. The Applicant shall comply with all ACHD conditions of approval.
16. The Applicant shall have a maximum of two (2) years to obtain City Engineer's signature on a final plat in accord with UDC 11-6B-7.

17. Staff's failure to cite all relevant UDC requirements does not relieve the applicant from compliance.

B. Meridian Public Works

PRE-PLAT CONDITIONS

Wastewater	
▪ Distance to Sewer Services	Sewer Available at site
▪ Sewer Shed	
▪ Estimated Project Sewer ERU's	See application
▪ WRRF Declining Balance	
▪ Project Consistent with WW Master Plan/Facility Plan	Yes
▪ Impacts/concerns	▪ See Public Works Site Specific Conditions
Water	
▪ Distance to Water Services	Water Available at Site
▪ Pressure Zone	
▪ Estimated Project Water ERU's	See application
▪ Water Quality	None
▪ Project Consistent with Water Master Plan	Yes
▪ Impacts/Concerns	None

PUBLIC WORKS DEPARTMENT

Site Specific Conditions of Approval

1. Engineer shall remove Sewer main loop.
2. Engineer to verify if there is a well onsite. If a Well is located on the site it must be abandoned per regulatory requirements and proof of abandonment must be provided to the City. Can be used for Pressurized irrigation.
3. Provide 20' Easements for mains, hydrant laterals and water services. Easements should extend up to the end of main/hydrant/water meter and 10' beyond it.
4. No permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) to be built within the utility easement.
5. Ensure no sewer services pass through infiltration trenches.
5. Ensure that there is no fence within 5' of the water meter.

General Conditions of Approval

1. Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet then alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
2. Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-3.
3. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30 feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.
4. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (UDC 11-3B-6). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to prior to receiving development plan approval.
5. All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
6. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
7. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
8. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
9. Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.
10. A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.
11. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
12. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
13. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
14. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
15. Developer shall coordinate mailbox locations with the Meridian Post Office.
16. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
17. The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
18. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
19. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
20. A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.
21. The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
22. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

C. Ada County Highway District (ACHD)



Miranda Gold, President
Alexis Pickering, Vice-President
Kent Goldthorpe, Commissioner
Dave McKinney, Commissioner
Patricia Nilsson, Commissioner

Date: June 9th, 2025 **REVISED**

To: Jessica Heggie, Studio H Architects

Staff Contact: Matt Pak, Planner

Project Description: Farrington Heights

Trip Generation: This development is estimated to generate 340 vehicle trips per day, 34 vehicle trip per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 11th edition.

Proposed Development Meets	
All ACHD Policies	
Requires Revisions to meet ACHD Policies	X

Traffic Impact Study	
Yes	
No	X
If yes, is mitigation required	

Area Roadway Level of Service	
Do area roadways meet ACHD's LOS Planning Thresholds?	
Yes	N/A
No	
Area roads will meet ACHD's LOS Planning Thresholds in the future with planned improvements?	
Yes	N/A
No	

ACHD Planned Improvements	
FYP	X
CIP	

Livable Street Performance Measures	
Pedestrian	LTS 2
Cyclist	LTS 2

Is Transit Available?	
Yes	X
No	

connecting you to more

Ada County Highway District - 5800 N Meeker Avenue - Boise, ID - 83713 - PH 208-387-6100 - FX 345-7650 - www.achddaho.org

V. FINDINGS

A. Rezone (UDC 11-5B-3E)

Upon recommendation from the commission, the council shall make a full investigation and shall, at the public hearing, review the application. In order to grant an annexation and/or rezone, the council shall make the following findings:

1. The map amendment complies with the applicable provisions of the comprehensive plan;
The City Council finds the map amendment complies with the applicable provisions of the Comprehensive Plan in regard to the Medium Density Residential future land use map designation for the site.
2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;
The City Council finds that the proposed map amendment and subsequent development will contribute to the range of housing opportunities available in the City.
3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;
The City Council finds the proposed zoning amendment will not be materially detrimental to the public health, safety, or welfare with compliance of the proposed DA and conditions listed in Section IV.
4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, school districts; and
The City Council finds that the proposed amendment will not result in any adverse impact upon the delivery of services by any political subdivision providing public services to this site.
5. The annexation (as applicable) is in the best interest of city.
This is not applicable due to this application being a rezone.

B. Preliminary Plat and Short Plat (UDC 11-6B-6)

In consideration of a preliminary plat, combined preliminary and final plat, or short plat, the decision-making body shall make the following findings:

1. The plat is in conformance with the comprehensive plan and is consistent with this unified development code;
The City Council finds the proposed plat is in conformance with the Comprehensive Plan and Unified Development Code.
2. Public services are available or can be made available and are adequate to accommodate the proposed development;
The City Council finds that public services are available and can be extended into the site to accommodate the proposed development.
3. The plat is in conformance with scheduled public improvements in accord with the city's capital improvement program;
City water and sewer and other utilities will be extended by the developer at their own cost, therefore, the City Council find the subdivision will not require the expenditure of capital improvement funds.
4. There is public financial capability of supporting services for the proposed development;
The City Council finds there is financial capability of supporting services for the proposed development.

5. The development will not be detrimental to the public health, safety or general welfare; and
The City Council finds the proposed development will not be detrimental to the public health, safety, or general welfare with compliance of the proposed DA and conditions listed in Section IV.
6. The development preserves significant natural, scenic or historic features.
The City Council finds there are no natural, scenic, or historic features that need to be preserved with development of this property.

VI. ACTION

A. Staff:

Staff recommends approval of the proposed modification to the Development Agreement, Rezone, and Preliminary Plat with the conditions of approval listed in Section IV.

B. Commission:

The Meridian Planning & Zoning Commission heard these items on January 15th, 2026. At the public hearing, the Commission moved to recommend approval of the subject rezone and preliminary plat requests.

1. Summary of Commission public hearing:

- a. In favor: Sabrina Durtschi, Stephanie John, Maralee Turner, Brian Turner, Todd Lakey
- b. In opposition: Don Flatten
- c. Commenting: Brandon Ethridge, Jack Harp, Rick Salladay, Bob Flatten, Rick Bradley
- d. Written testimony: None
- e. Staff presenting application: Nick Napoli
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. The main concerns from the citizens regarding the proposed project are traffic, parking, and building height allowances. The applicant revised the plat to make larger lot sizes and restrict lots that abut existing homes to the west to single story homes. However, some of the citizens asked for more clarification on building heights and wanted to see them below 26 feet. In addition, the citizens had concerns about overflow parking spilling onto other streets. However, most of the neighbors were appreciative of the major changes the applicant made to address their main concerns.

3. Key issue(s) of discussion by Commission:

- a. The Commission continued this project to allow for the applicant to make larger lots on the exterior to accommodate single story homes. The applicant addressed this and gained support from some of the neighbors as a result. However, commission still discussed building heights and parking. The commission ultimately determined the amount of parking was adequate and they restricted all homes to a maximum building height of 35 feet.

4. Commission change(s) to Staff recommendation:

- a. The commission made one change to the staff report. The commission added a provision in the Development Agreement to restrict the maximum building height to 35 feet.

5. Outstanding issue(s) for City Council:

- a. - Building heights of the proposed single and two (2) story homes within the development.
- Considering traffic and parking concerns from the public comments received.

C. City Council:

The Meridian City Council heard these items on February 24th, 2026. At the public hearing, the Council moved to approve the subject rezone, preliminary plat, and development agreement modification requests.

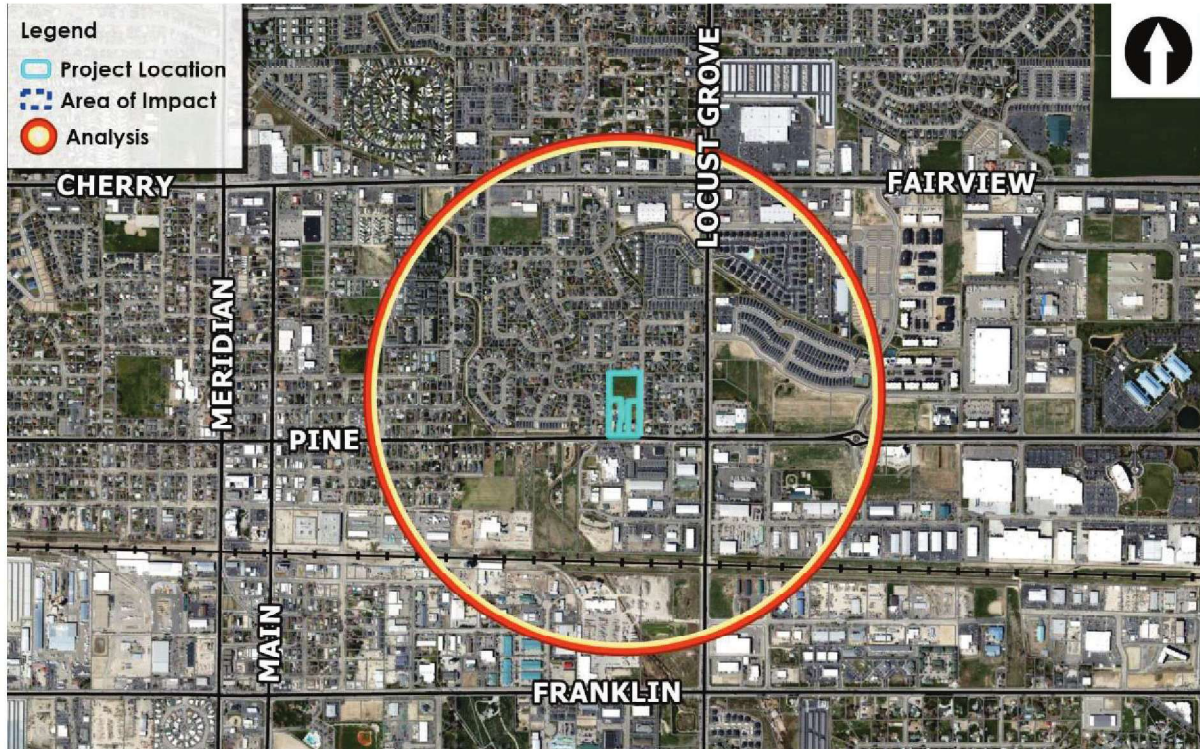
1. Summary of the City Council public hearing:
 - a. In favor: Sabrina Durtschi, Todd Lakey, Karen Blanton, Brina Turner, Stephanie John
 - b. In opposition: Don Flatten
 - c. Commenting: Bob Flatten, Rick Salladay
 - d. Written testimony: None
 - e. Staff presenting application: Nick Napoli
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. The main concern from public testimony was regarding building heights, traffic, overflow parking, and privacy. However, many of the public comments were supportive of the development due to the significant changes the applicant made to accommodate the neighbor's largest concerns.
3. Key issue(s) of discussion by City Council:
 - a. The City Council discussed the concerns about traffic and building elevations and determined the current development and development agreement would be mitigated adequately. In addition, the Council was appreciative of both the neighbors and applicant for the collaboration on this project to get it to a place that worked for everyone.
4. City Council change(s) to Commission recommendation:
 - a. None

VII. EXHIBITS

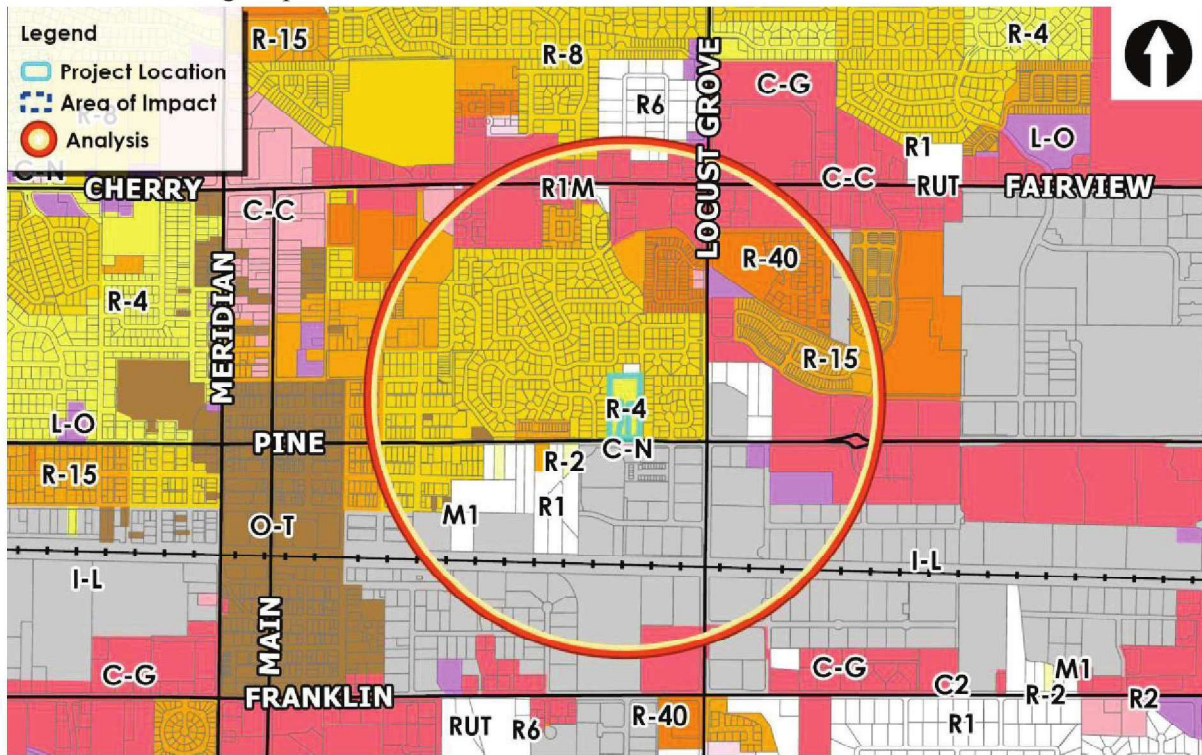
A. Project Area Maps

(link to [Project Overview](#))

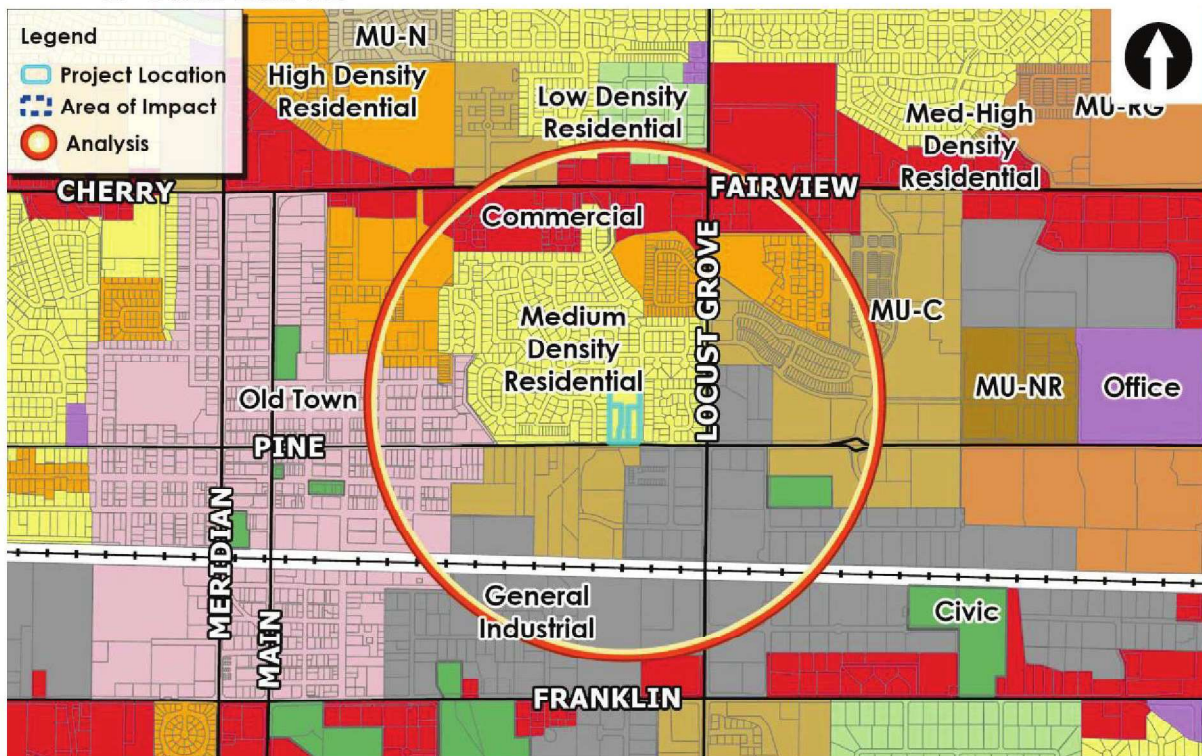
1. Aerial



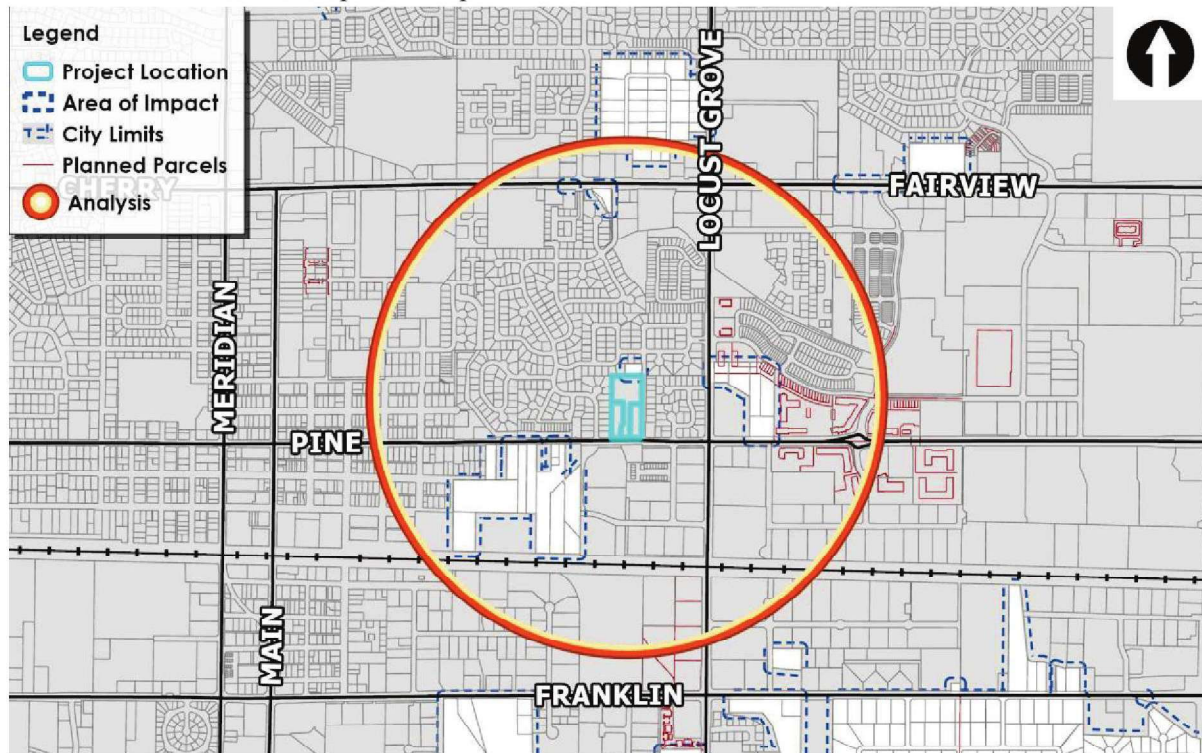
2. Zoning Map



3. Future Land Use



4. Planned Development Map



B. Subject Site Photos





C. Service Accessibility Report

Overall Score: 37	83rd Percentile
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Criteria	Description	Indicator
Location	In City Limits	GREEN
Extension Sewer	Trunkshed mains < 500 ft. from parcel	GREEN
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time < 5 min.	GREEN
Emergency Services Police	Meets response time goals most of the time	GREEN
Pathways	Within 1/4 mile of current pathways	GREEN
Transit	Within 1/4 mile of current transit route	GREEN
Arterial Road Buildout Status	Ultimate configuration (# of lanes in master streets plan) matches existing (# of lanes)	GREEN
School Walking Proximity	Within 1/2 mile walking	GREEN
School Drivability	Either a High School or College within 2 miles OR a Middle or Elementary School within 1 mile driving (existing or future)	GREEN
Park Walkability	No park within walking distance by park type	RED

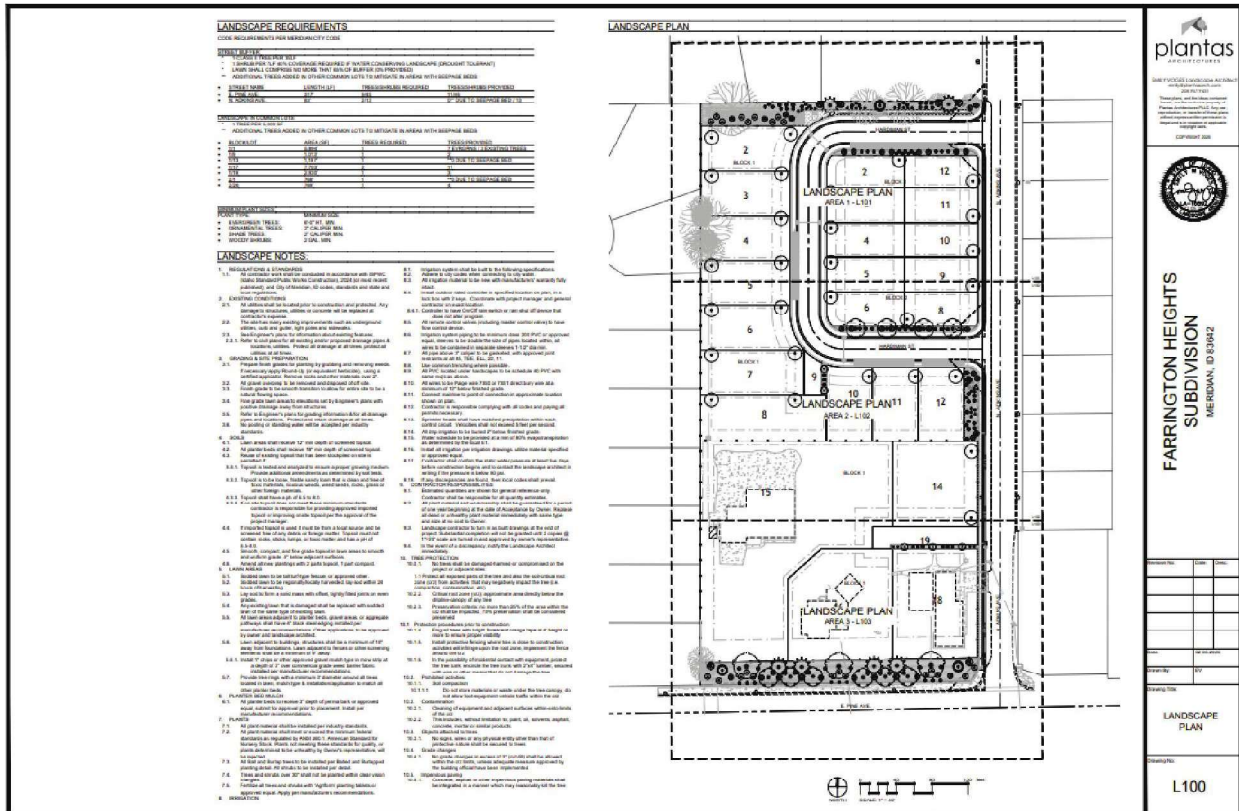
FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION & ORDER
FOR (Farrington Heights H-2025-0016)

LANDSCAPE REQUIREMENTS

GRADE REQUIREMENTS PER MINNEAPOLIS CODE

PLANT SCHEDULE

QUANTITY	SYMBOL	COMMON NAME	SIZE	CONTAINER	NOTES
1	(Symbol)	Small Tree	12" Cal.	10 Gal.	1
2	(Symbol)	Medium Tree	18" Cal.	20 Gal.	2
3	(Symbol)	Large Tree	24" Cal.	30 Gal.	3
4	(Symbol)	Shrub	6" Cal.	5 Gal.	4
5	(Symbol)	Flower Bed Plant	12" Cal.	10 Gal.	5
6	(Symbol)	Groundcover	12" Cal.	10 Gal.	6
7	(Symbol)	Perennial	12" Cal.	10 Gal.	7
8	(Symbol)	Annual	12" Cal.	10 Gal.	8
9	(Symbol)	Grass	12" Cal.	10 Gal.	9
10	(Symbol)	Water Feature	12" Cal.	10 Gal.	10
11	(Symbol)	Lighting	12" Cal.	10 Gal.	11
12	(Symbol)	Signage	12" Cal.	10 Gal.	12
13	(Symbol)	Art	12" Cal.	10 Gal.	13
14	(Symbol)	Water Feature	12" Cal.	10 Gal.	14
15	(Symbol)	Lighting	12" Cal.	10 Gal.	15
16	(Symbol)	Signage	12" Cal.	10 Gal.	16
17	(Symbol)	Art	12" Cal.	10 Gal.	17
18	(Symbol)	Water Feature	12" Cal.	10 Gal.	18
19	(Symbol)	Lighting	12" Cal.	10 Gal.	19
20	(Symbol)	Signage	12" Cal.	10 Gal.	20
21	(Symbol)	Art	12" Cal.	10 Gal.	21
22	(Symbol)	Water Feature	12" Cal.	10 Gal.	22
23	(Symbol)	Lighting	12" Cal.	10 Gal.	23
24	(Symbol)	Signage	12" Cal.	10 Gal.	24
25	(Symbol)	Art	12" Cal.	10 Gal.	25
26	(Symbol)	Water Feature	12" Cal.	10 Gal.	26
27	(Symbol)	Lighting	12" Cal.	10 Gal.	27
28	(Symbol)	Signage	12" Cal.	10 Gal.	28
29	(Symbol)	Art	12" Cal.	10 Gal.	29
30	(Symbol)	Water Feature	12" Cal.	10 Gal.	30
31	(Symbol)	Lighting	12" Cal.	10 Gal.	31
32	(Symbol)	Signage	12" Cal.	10 Gal.	32
33	(Symbol)	Art	12" Cal.	10 Gal.	33
34	(Symbol)	Water Feature	12" Cal.	10 Gal.	34
35	(Symbol)	Lighting	12" Cal.	10 Gal.	35
36	(Symbol)	Signage	12" Cal.	10 Gal.	36
37	(Symbol)	Art	12" Cal.	10 Gal.	37
38	(Symbol)	Water Feature	12" Cal.	10 Gal.	38
39	(Symbol)	Lighting	12" Cal.	10 Gal.	39
40	(Symbol)	Signage	12" Cal.	10 Gal.	40
41	(Symbol)	Art	12" Cal.	10 Gal.	41
42	(Symbol)	Water Feature	12" Cal.	10 Gal.	42
43	(Symbol)	Lighting	12" Cal.	10 Gal.	43
44	(Symbol)	Signage	12" Cal.	10 Gal.	44
45	(Symbol)	Art	12" Cal.	10 Gal.	45
46	(Symbol)	Water Feature	12" Cal.	10 Gal.	46
47	(Symbol)	Lighting	12" Cal.	10 Gal.	47
48	(Symbol)	Signage	12" Cal.	10 Gal.	48
49	(Symbol)	Art	12" Cal.	10 Gal.	49
50	(Symbol)	Water Feature	12" Cal.	10 Gal.	50
51	(Symbol)	Lighting	12" Cal.	10 Gal.	51
52	(Symbol)	Signage	12" Cal.	10 Gal.	52
53	(Symbol)	Art	12" Cal.	10 Gal.	53
54	(Symbol)	Water Feature	12" Cal.	10 Gal.	54
55	(Symbol)	Lighting	12" Cal.	10 Gal.	55
56	(Symbol)	Signage	12" Cal.	10 Gal.	56
57	(Symbol)	Art	12" Cal.	10 Gal.	57
58	(Symbol)	Water Feature	12" Cal.	10 Gal.	58
59	(Symbol)	Lighting	12" Cal.	10 Gal.	59
60	(Symbol)	Signage	12" Cal.	10 Gal.	60
61	(Symbol)	Art	12" Cal.	10 Gal.	61
62	(Symbol)	Water Feature	12" Cal.	10 Gal.	62
63	(Symbol)	Lighting	12" Cal.	10 Gal.	63
64	(Symbol)	Signage	12" Cal.	10 Gal.	64
65	(Symbol)	Art	12" Cal.	10 Gal.	65
66	(Symbol)	Water Feature	12" Cal.	10 Gal.	66
67	(Symbol)	Lighting	12" Cal.	10 Gal.	67
68	(Symbol)	Signage	12" Cal.	10 Gal.	68
69	(Symbol)	Art	12" Cal.	10 Gal.	69
70	(Symbol)	Water Feature	12" Cal.	10 Gal.	70



plantas

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FARRINGTON HEIGHTS
SUBDIVISION
MERIDIAN, ID 83842

LANDSCAPE PLAN

L100

plantas

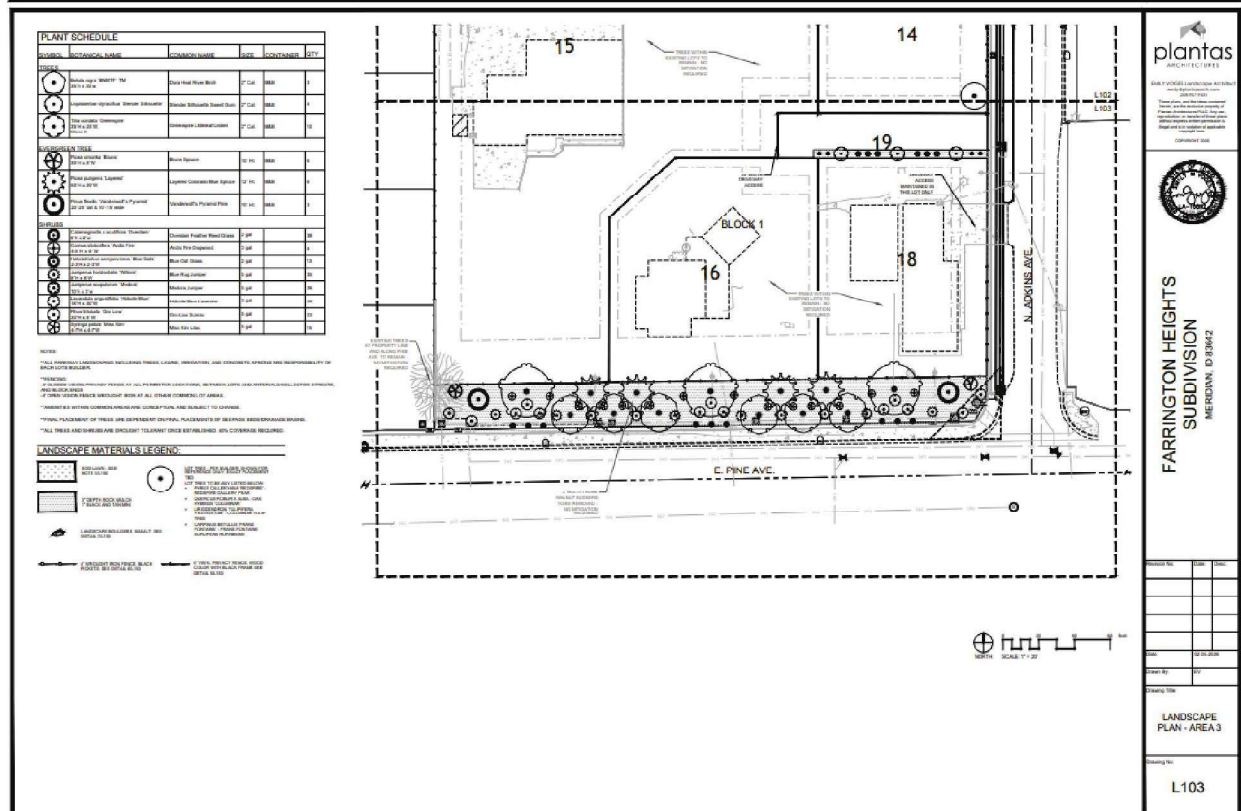
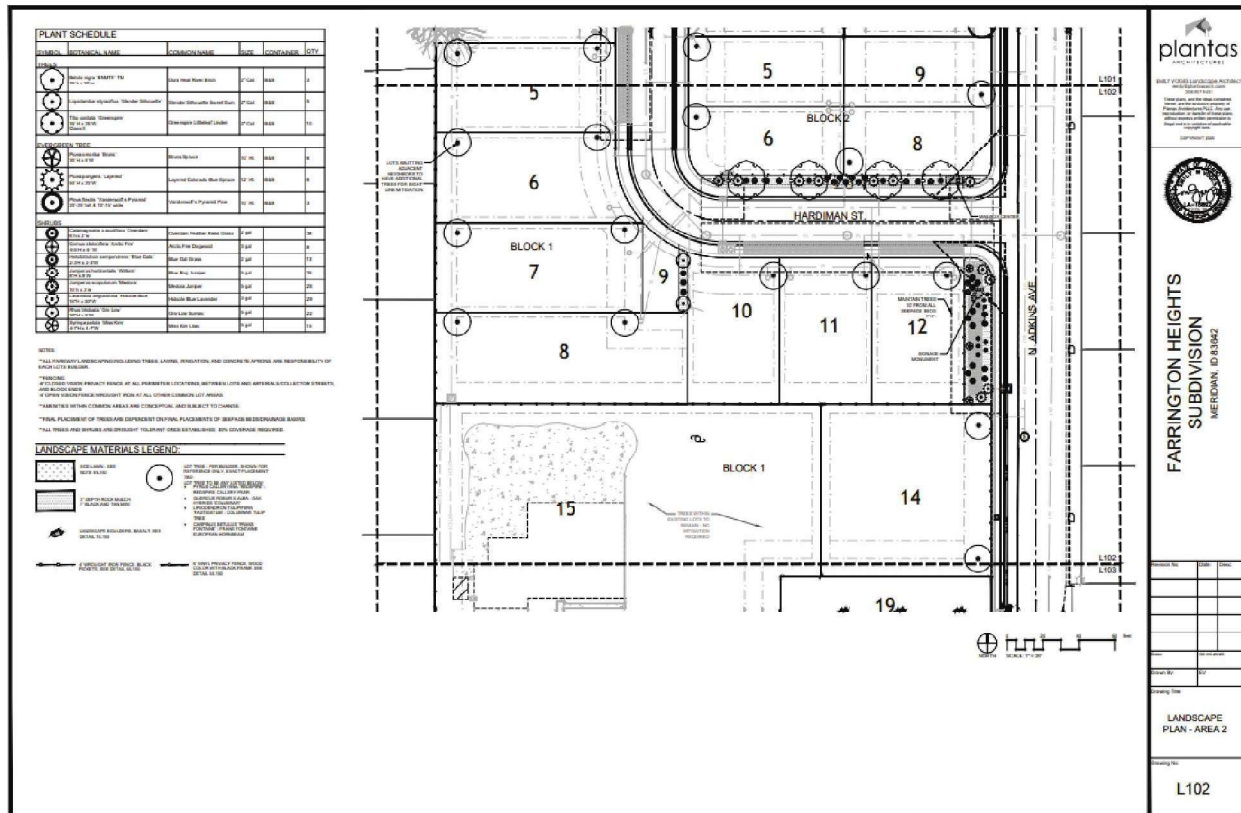
ARCHITECTS

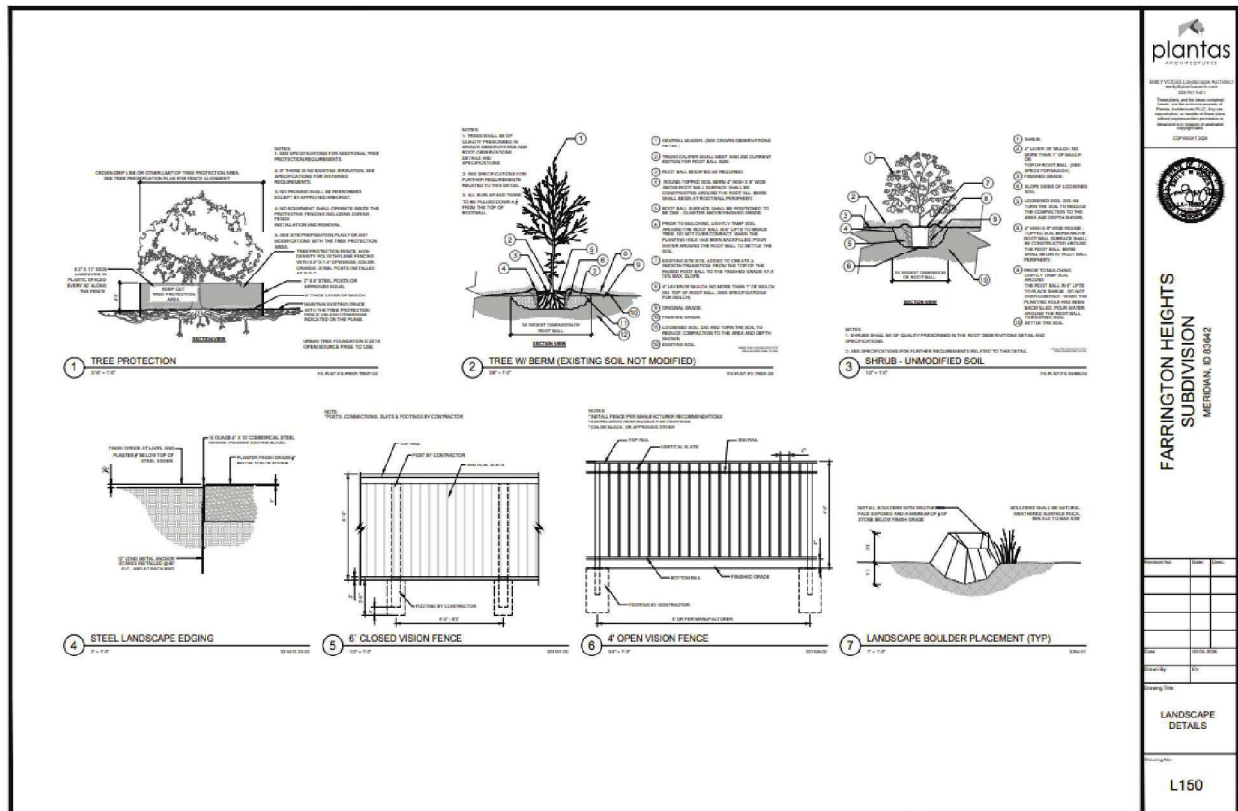
10000 10th Avenue, Suite 100
Farrington Heights, IL 60130
Tel: 708.398.1000
Fax: 708.398.1001
www.plantasarchitects.com

FARRINGTON HEIGHTS
SUBDIVISION
MERIDIAN, ID 83842

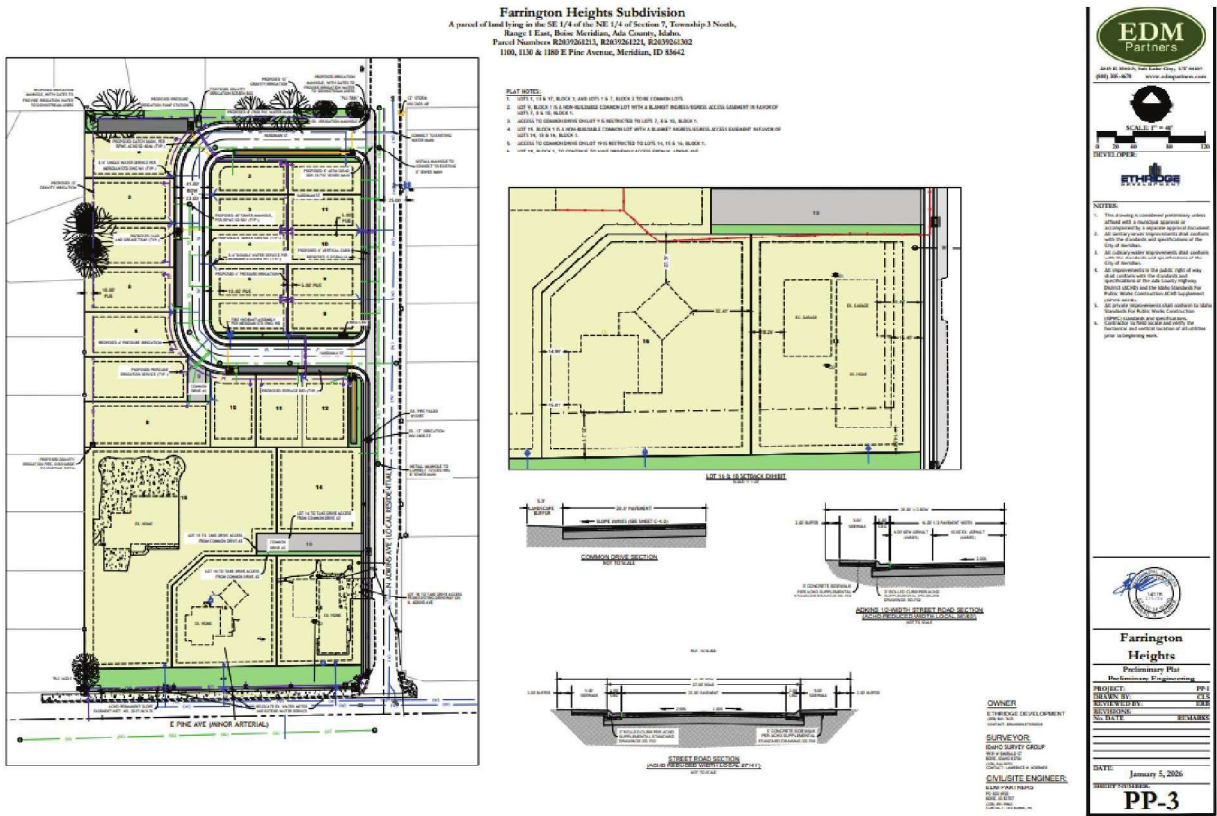
LANDSCAPE PLAN - AREA 1

L101





E. Preliminary Plat (date: 1/5/2026)



F. Building Elevations (date: 2/10/2026)















G. Rezone Legal Description & Exhibit Map



9939 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570
Fax: (208) 884-5399

Exhibit "A"
R-15 Rezone Description
For
1100, 1130 & 1180 East Pine Avenue
City of Meridian, Idaho

The following Describes a Parcel of Land being Portions of 1100, 1130 and 1180 East Pine Avenue in the City of Meridian, Idaho, County Tax Parcel No's R2039261213, R2039261211 & R2039261302 lying in the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more Particularly Described as follows:

COMMENCING at the Southeast Corner of the Southeast 1/4 of the Northeast 1/4 (East 1/4 Corner) of Section 7, Township 2 North, Range 2 West, Boise Meridian; From which, the Southwest Corner of the Northeast 1/4 (Center 1/4 Corner) of said Section 7 bears, South 89°07'04" West, 2,647.61 feet; Thence along the Southerly Boundary Line of the Southeast 1/4 of the Northeast 1/4 of said Section 7, South 89°07'04" West, 674.37 feet to the Centerline Intersection of North Aikins Avenue; Thence leaving said Southerly Boundary Line, and along the Centerline of North Aikins Avenue, North 00°02'01" East, 297.72 feet to the **POINT OF BEGINNING**:

Thence leaving said Centerline, North 89°57'21" West, 334.55 feet to the Westerly Boundary Line of County Tax Parcel No's R2039261213;

Thence along the Westerly Boundary Lines of County Tax Parcel No's R2039261213 & R2039261211, North 00°02'59" East, 376.00 feet to the Northwest Corner of County Tax Parcel No R2039261211;

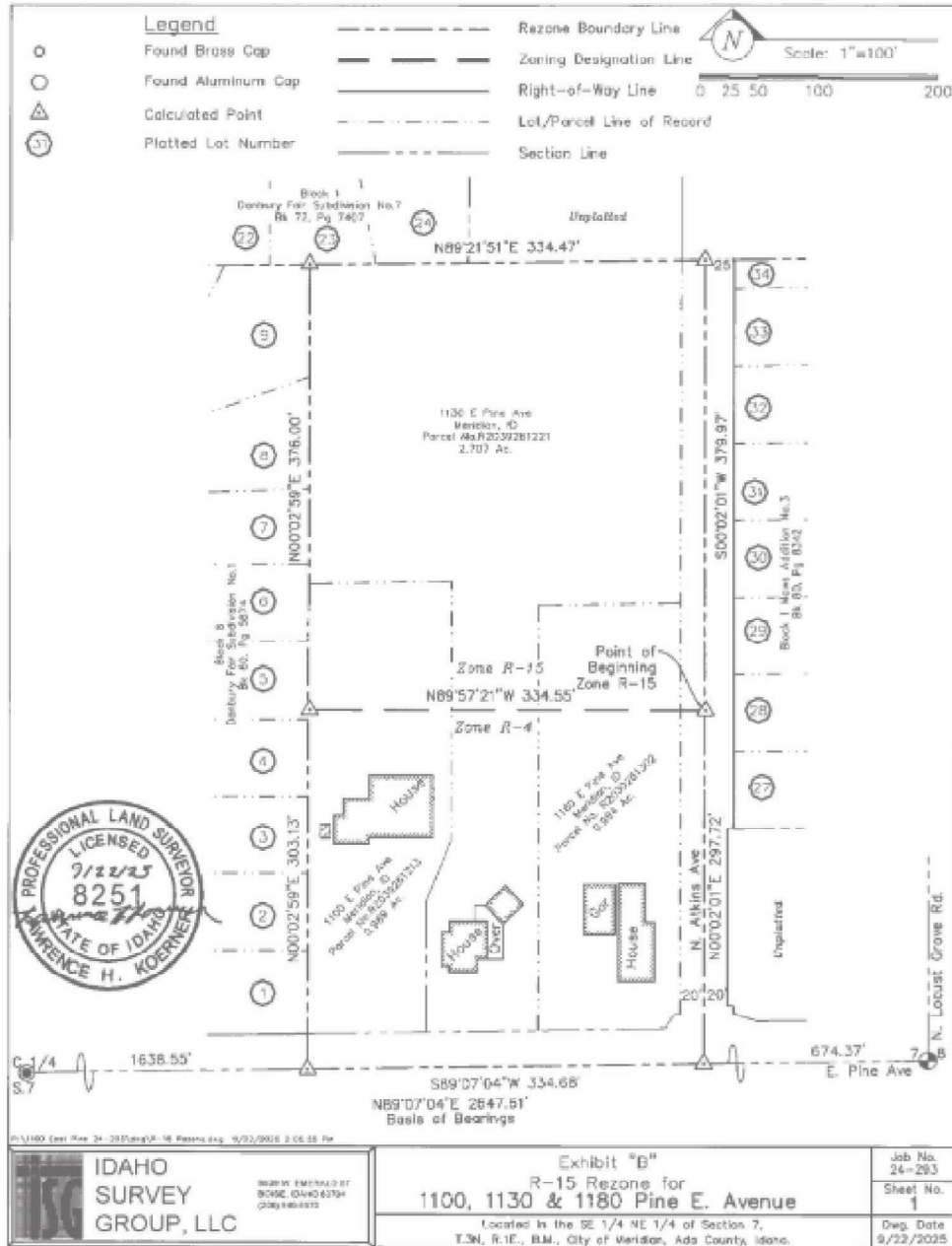
Thence leaving said Westerly Boundary Lines, and along the Northerly Boundary Line of County Tax Parcel No R2039261211, and its Prolongation, North 89°21'51" East, 334.47 feet to the Centerline of North Aikins Avenue;

Thence leaving said Northerly Boundary Line, and its Prolongation, and along the Centerline of North Aikins Avenue, South 00°02'01" West, 379.97 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land Contains 2.90 acres, more or less.



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IDAHO
SURVEY
GROUP

9939 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570
Fax: (208) 884-5399

Exhibit "A"
R-4 Rezone Description
For
1100, 1130 & 1180 East Pine Avenue
City of Meridian, Idaho

The following Describes a Parcel of Land being Portions of 1100, 1130 and 1180 East Pine Avenue in the City of Meridian, Idaho, County Tax Parcel No's R2039261213, R2039261211 & R2039261302 lying in the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more Particularly Described as follows:

COMMENCING at the Southeast Corner of the Southeast 1/4 of the Northeast 1/4 (East 1/4 Corner) of Section 7, Township 2 North, Range 2 West, Boise Meridian; From which, the Southwest Corner of the Northeast 1/4 (Center 1/4 Corner) of said Section 7 bears, South 89°07'04" West, 2,647.61 feet; Thence along the Southerly Boundary Line of the Southeast 1/4 of the Northeast 1/4 of said Section 7, South 89°07'04" West, 674.37 feet to the Centerline Intersection of North Aikins Avenue, the **POINT OF BEGINNING**:

Thence Continuing along the Southerly Boundary Line of the Southeast 1/4 of the Northeast 1/4 of said Section 7, South 89°07'04" West, 334.68 feet to the Prolongation of the Westerly Boundary Line of County Tax Parcel No R2039261213;

Thence leaving said Southerly Boundary Line, and along with the Westerly Boundary Line of County Tax Parcel No's R2039261213, and its Prolongation, North 00°02'59" East, 303.13 feet;

Thence leaving said Westerly Boundary Line, and its Prolongation, South 89°57'21" East, 334.55 feet to the Centerline of North Aikins Avenue;

Thence along the Centerline of North Aikins Avenue, South 00°02'01" West, 297.72 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land Contains 2.31 acres, more or less.



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