

1 **CITY COUNCIL OF THE CITY OF ANNAPOLIS**

2  
3 **RESOLUTION NO. R-37-05 Revised Amended**

4  
5 **Introduced by Mayor Moyer**  
6 **Alderman Fox**  
7

LEGISLATIVE HISTORY			
First Reader:	Public Hearing:	Fiscal Impact Note:	120 Day Rule:
11/14/05	1/23/05	8/15/05 for R19-05 (same legis)	n/a
Referred to:	Meeting Date:	Action Taken:	
Rules Planning Commission	2/7/06	Favorable Favorable w/ 19 conditions Petition received 10/3/05 Preliminary review conducted on 10/10/05	

8  
9 **A RESOLUTION concerning**

10  
11 **Annexation of Annapolis Neck Road Property**

12  
13 **FOR** the purpose of annexing into the boundaries of the City of Annapolis certain  
14 property which is contiguous to the existing boundary of the City and is generally  
15 located between Quiet Waters Park, Hunt Meadow, and Annapolis Overlook and on  
16 Forest Drive next to Forest Village Apartments; and matters generally related to said  
17 annexation.

18  
19 **WHEREAS**, QW Properties, LLC, and other petitioners, the owners of the property  
20 hereinafter described as QW Properties, the contract purchaser of said  
21 property, on October 3, 2005, requested the Annapolis City Council to  
22 consider annexation of said property to the lands included within the  
23 corporate limits of the City of Annapolis. The petition was accepted by the  
24 City on October 3, 2005. There are thirty-eight separate parcels containing  
25 66.6798 acres of land generally located between Quiet Waters Park, Hunt  
26 Meadow, Annapolis Overlook and on Forest Drive next to Forest Village  
27 Apartments; and  
28

29 **WHEREAS**, as required by section 19(b)(1) of Article 23A of the Annotated Code of  
30 Maryland, the consent for the proposal has been received from not less than  
31 25 percent of the persons who reside in the area to be annexed and who are  
32 registered as voters in Anne Arundel County elections and from the owners

1 of not less than 25 percent of the assessed valuation of the real property  
2 located in the area to be annexed; and  
3

4 **WHEREAS,** on October 10, 2005, the Annapolis City Council conducted a preliminary  
5 review on this petition as required by Section 2.52.040 of the Code of the  
6 City of Annapolis and the petition was referred to the Departments of  
7 Finance, Public Works, and Planning and Zoning to provide the necessary  
8 information for proper consideration of the petition; and  
9

10 **WHEREAS,** the Annapolis City Council conducted a public hearing on this request on  
11 January 23, 2006, at which time the Council heard a staff report presented  
12 by the Director of Planning and Zoning and the report of the Planning  
13 Commission, received the Findings of Fact and Recommendations of the  
14 Planning Commission dated December 1, 2005, received a written staff  
15 report from the Director of Planning and Zoning dated August 29, 2005, with  
16 an addendum date November 17, 2005, and during which hearing testimony  
17 was taken from the applicant and counsel, members of the general public  
18 were afforded the opportunity to offer testimony and documentary evidence  
19 was submitted and received; and  
20

21 **WHEREAS,** In acting upon the petition, the City Council has determined that the property  
22 to be annexed is of the character that the annexation would be in the public  
23 interest and for the public welfare, and in the best interest of the City and of  
24 the County. Some of the factors which were be considered were:

- 25 A. The immediate and prospective populations and any other relevant  
26 demographics of the area to be annexed;
- 27 B. The assessed valuation of the area;
- 28 C. The history of and prospects for development;
- 29 D. The need and potential for geographic expansion of the City;
- 30 E. The present and anticipated need for governmental services; and
- 31 F. The relative capabilities of the City and of the County to provide  
32 municipal services when the need arises.  
33

34 **WHEREAS,** the Annapolis City Council has considered the standards for the approval of  
35 the Annexation request as set forth in Section 2.52.070 of the Code of the  
36 City of Annapolis and, as more fully explained on pages 3 through 5 of the  
37 December 1, 2005, memorandum (copy attached) from the Planning  
38 Commission to the City Council, finds as follows:  
39



1 BEGINNING FOR THE SAME AT A POINT WHICH MARKS THE INTERSECTION FORMED BY  
2 THE NORTH 50° 18' 10" WEST, 136.48 FT. LINE AS RECITED IN APPENDIX 1, THE CITY OF ANNAPOLIS  
3 BOUNDARY DESCRIPTION, CODE OF THE CITY OF ANNAPOLIS, EFFECTIVE DATE 6/25/98, WITH THE  
4 218TH OR NORTH 19° 10' 51" EAST, 262.15 FT. LINE (WHEN PROJECTED AHEAD) AS DESCRIBED IN  
5 THAT CONVEYANCE FROM CARL J. TENNER, TRUSTEE TO ANNE ARUNDEL COUNTY, MARYLAND BY  
6 DEED RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN BOOK 4546, PAGE  
7 295; SAID POINT OF BEGINNING BEING LOCATED NORTH 19° 26' 51" EAST, 7.85 FT. FROM THE END  
8 THEREOF; SAID POINT OF BEGINNING BEING ALSO LOCATED NORTH 50° 18' 10" WEST, 105.82 FT.  
9 AS MEASURED ALONG SAID 136.48 FT. LINE FROM THE BEGINNING THEREOF; SAID INTERSECTION  
10 AND POINT OF BEGINNING HAVING CITY OF ANNAPOLIS COORDINATES NORTH 12,046.05 AND EAST  
11 25,242.99. THENCE FROM THE POINT OF BEGINNING SO FIXED AND BINDING ON SAID PROJECTION  
12 REVERSELY AND BINDING ON SAID 218TH OR 262.15 FT. LINE REVERSELY, WITH MERIDIAN  
13 CORRECTED TO THE CITY OF ANNAPOLIS COORDINATE SYSTEM  
14 1. SOUTH 19° 26' 51" WEST, 270.00 FT. TO THE BEGINNING OF SAID 262.15 FT. LINE; THENCE  
15 STILL BINDING ON THE OUTLINES OF SAID CONVEYANCE FROM CARL J. TENNER, TRUSTEE TO  
16 ANNE ARUNDEL COUNTY, MARYLAND REVERSELY, WITH MERIDIAN CORRECTED AS AFORESAID,  
17 THE FOLLOWING SIX BEARINGS AND DISTANCES, TO WIT:  
18 2. NORTH 71° 13' 25" WEST, 165.92 FT.; THENCE  
19 3. SOUTH 19° 26' 51" WEST, 264.00 FT.; THENCE  
20 4. NORTH 71° 13' 25" WEST, 165.92 FT.; THENCE  
21 5. SOUTH 19° 26' 51" WEST, 330.09 FT.; THENCE  
22 6. SOUTH 19° 26' 51" WEST, 285.94 FT.; THENCE  
23 7. NORTH 70° 28' 08" WEST, 1414.41 FT. TO INTERSECT THE SOUTH 04° 02' 25" EAST, 1228.31  
24 FT. LINE OF THE EXISTING CITY BOUNDARY; THENCE LEAVING SAID CONVEYANCE FROM CARL J.  
25 TENNER, TRUSTEE TO ANNE ARUNDEL COUNTY, MARYLAND AND BINDING ON PART OF SAID  
26 1228.31 FT. LINE REVERSELY  
27 8. NORTH 04° 02' 25" WEST, 967.99 FT. TO THE BEGINNING THEREOF; THENCE STILL BINDING  
28 ON THE EXISTING CITY BOUNDARY, REVERSELY, THE FOLLOWING 29 BEARINGS AND DISTANCES,  
29 TO WIT:  
30 9. SOUTH 85° 33' 56" WEST, 532.58 FT.; THENCE  
31 10. NORTH 05° 14' 33" WEST, 493.75 FT.; THENCE  
32 11. NORTH 85° 40' 24" EAST, 528.82 FT.; THENCE  
33 12. NORTH 05° 49' 36" WEST, 206.25 FT.; THENCE  
34 13. SOUTH 80° 43' 20" EAST, 217.56 FT.; THENCE  
35 14. NORTH 88° 49' 20" EAST, 78.25 FT.; THENCE  
36 15. SOUTH 54° 17' 30" EAST, 101.25 FT.; THENCE  
37 16. SOUTH 57° 23' 31" EAST, 132.75 FT.; THENCE  
38 17. SOUTH 61° 55' 18" EAST, 180.10 FT.; THENCE  
39 18. SOUTH 66° 25' 03" EAST, 196.44 FT.; THENCE  
40 19. SOUTH 72° 19' 57" EAST, 77.14 FT.; THENCE  
41 20. NORTH 29° 45' 10" EAST, 198.67 FT.; THENCE  
42 21. SOUTH 52° 42' 20" EAST, 205.38 FT.; THENCE  
43 22. SOUTH 66° 23' 50" EAST, 187.75 FT.; THENCE  
44 23. SOUTH 58° 04' 00" EAST, 51.63 FT.; THENCE  
45 24. SOUTH 29° 45' 10" WEST, 90.78 FT.; THENCE  
46 25. SOUTH 72° 55' 07" EAST, 148.23 FT.; THENCE

1 26. SOUTH 72° 48' 32" EAST, 93.66 FT.; THENCE  
2 27. SOUTH 11° 31' 00" WEST, 120.57 FT.; THENCE  
3 28. NORTH 72° 49' 35" WEST, 105.33 FT.; THENCE  
4 29. NORTH 72° 55' 07" WEST, 175.32 FT.; THENCE  
5 30. SOUTH 29° 45' 10" WEST, 192.64 FT.; THENCE  
6 31. SOUTH 67° 05' 50" EAST, 223.26 FT.; THENCE  
7 32. SOUTH 66° 04' 40" EAST, 127.63 FT.; THENCE  
8 33. SOUTH 69° 07' 50" EAST, 150.33 FT.; THENCE  
9 34. SOUTH 71° 12' 50" EAST, 158.83 FT.; THENCE  
10 35. SOUTH 48° 59' 40" EAST, 34.42 FT.; THENCE  
11 36. SOUTH 71° 07' 20" EAST, 348.56 FT.; THENCE  
12 37. SOUTH 50° 18' 10" EAST, 30.66 FT. TO THE POINT OF BEGINNING. CONTAINING 66.6798  
13 ACRES OF LAND, MORE OR LESS, WITHIN THE BOUNDS OF THIS DESCRIPTION AND AS SHOWN ON  
14 PLATS 03-6067 O, 03-6067 P, AND 03-6067 Q AND AS PREPARED IN OFFICE OF C.D. MEEKINS &  
15 ASSOCIATES, INC., CONSULTING ENGINEERS AND SURVEYORS MAY, 2004.

16  
17  
18 I hereby certify that the above metes and bounds description accurately reflects the  
19 boundaries of this property being contemplated for annexation.

20  
21  
22

23 \_\_\_\_\_  
24 John E.C. Patmore, P.E.,  
25 Acting Director of Public Works  
26 City of Annapolis

27  
28 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the said  
29 property will be placed upon the tax rolls of the City of Annapolis immediately upon the  
30 effective date of this annexation, and the owner thereof shall be liable for real estate taxes  
31 as provided by Maryland law levied for the fiscal year during which this Resolution is  
32 effective, prorated from the effective date.

33  
34 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that this  
35 property shall become part of the Seventh Election Ward.

36  
37 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that subject to  
38 the following conditions, the Annapolis Neck Road Property annexation is hereby  
39 approved:

40

1 1. A Public Facilities Agreement (“Agreement”) that insures that public services shall  
2 be provided to all developed properties within the annexed area shall be executed and  
3 recorded in the land records of Anne Arundel County, Maryland, at the owner’s sole  
4 expense, and the original of the recorded documents shall be provided to the City. The  
5 Agreement shall include provisions that insure compliance with all the conditions of the  
6 resolution of approval of the annexation petition, and shall be subject to the following:

7 a. The effective date of the resolution of approval of the annexation petition  
8 shall not be before the recordation in the land records of Anne Arundel County, Maryland,  
9 of the Agreement; and

10 b. The parties to the Agreement shall be the City and the owner of the  
11 property which is the subject of the Agreement.

12 c. This agreement shall run with the land and shall be enforceable upon all  
13 subsequent owners and assigns.

14  
15 2. In the event that dwelling structures exist on the property at the time of the  
16 effective date of the resolution of approval of the annexation petition and are occupied and  
17 are either served by well water or by a septic field or both, these structures shall be  
18 connected to the City’s water and wastewater systems within one (1) year of the effective  
19 date of the resolution of approval of the annexation petition by the owner of the subject  
20 property. Subject to the following conditions:

21 a. A bond or bonds shall be submitted to the Department of Public Works in  
22 the full amount of costs for any and all public utility and/or infrastructure improvements as  
23 required in the Public Facilities Agreement. Said bond(s) shall be increased annually in  
24 proportion to the cost of living increase in the City as determined by the U.S. Bureau of  
25 Labor Statistics CPI;

26 b. The Property Owner and the City further agree that, once the applicable  
27 infrastructure has been accepted by the City Department of Public Works ("DPW"), which  
28 acceptance shall not be unreasonably delayed or withheld by DPW, the City shall reduce  
29 the bond to a one (1) year maintenance bond at ten percent (10%) of the full bond at the  
30 time of such reduction;

31 c. No construction permits, including, but not limited to, grading, building,  
32 electrical, plumbing, etc., shall be issued without prior construction and acceptance of  
33 public water and/or sewer connections to the City of Annapolis, with the exception of  
34 permits associated with emergency repairs and said public utility improvements, subject to  
35 the approval of the Director of Public Works.

36 d. The bond estimate shall be submitted to the Director of Public Works for  
37 review and approval thirty (30) days prior to the effective date of the approval of the bond.  
38

1 3. Other public services including, but not limited to, street maintenance, snow removal  
2 and solid waste (refuse, yard waste recycling and recycling) removal, shall not be provided  
3 to developed property unless the property has constructed a public roadway constructed in  
4 accordance with the City's Standard Specifications and Construction Details and that  
5 roadway has been accepted by the City and the City has accepted a fee simple deed for  
6 the right of way ownership. In the event that a Property Owner elects to maintain an  
7 existing private right-of-way, easement and/or driveway, no public services as referenced  
8 above will be provided. All future deeds to this property, or portions thereof, shall include a  
9 clause stating the owner's decision and binding future owners to that decision.

10  
11 4. The Property Owner, in conjunction with the extension and provision of municipal  
12 water systems to and throughout the Property associated with the Public Facilities  
13 Agreement, shall provide upon the Property sufficient water supply for fire fighting  
14 purposes before any building permits will be issued.

15  
16 5. The Property Owner shall be responsible for all costs associated with the extension  
17 of utility mains, the water distribution system, the wastewater collection system, ~~possibly~~  
18 an additional pump station if needed, tap fees, connection charges, capital facility fees, capital  
19 assessment charges and construction inspection fees. Adequate water supply is available  
20 for this property. Wastewater treatment capacity is available for this property. All  
21 infrastructure shall be constructed in accordance with the City's Standard Specifications  
22 and Construction Details.

23  
24 6. The Property Owner will be required to pay all costs associated with the  
25 construction, reconstruction or widening to existing roadways ~~of~~ or all internal roadways,  
26 curb and gutters, storm drain systems and stormwater management facilities. All but the  
27 latter shall be owned and maintained by the City. Stormwater management facilities shall  
28 be owned and maintained by the Property Owner or their successors or assigns. The  
29 Property Owner shall be responsible to pay all costs associated with any capacity increase  
30 to existing roadways should said increase be required by the City, County or State. All  
31 infrastructure shall be constructed in accordance with the appropriate jurisdiction's  
32 Standard Specifications and Construction Details.

33  
34 7. The Property Owner will be required to pay all costs associated with the cost of  
35 sidewalk construction throughout the development. Sidewalks shall be maintained by  
36 adjacent Property Owners. All sidewalks shall be constructed in accordance with the  
37 City's Standard Specifications and Construction Details.  
38

1 8. The Property Owner shall be responsible for all costs associated with traffic signals  
2 and signs associated with the property. Said signals and signs shall be designed and  
3 constructed in accordance with the Manual on Uniform Traffic Control Devices.  
4

5 9. The Property Owner shall be responsible for all costs associated with the installation  
6 of street lighting for the property and for one year of energy costs. All street lighting shall  
7 be approved for style, type and luminosity and shall be selected from models offered for  
8 lease by BGE. Street lighting maintenance is handled by lease agreement between the  
9 City and BGE.  
10

11 10. All roadway rights-of-way width shall be in accordance with the City's Standard  
12 Specifications and Construction Details shall be made public and shall be deeded in fee  
13 simple to the City prior to release of the infrastructure maintenance bond. The City shall  
14 have prior rights in all rights of way.  
15

16 11. All infrastructure improvements shall be bonded for the full cost of the improvements  
17 so that in the unlikely event that the developer / land owner can not complete the work, the  
18 City will have the financial resources to do so. Once the infrastructure has been accepted  
19 by the Department of Public Works, the bond shall be reduced to a one-year maintenance  
20 bond. The maintenance bond is ten percent of the full bond, however, the City may hold  
21 more at the discretion of the Director of Public Works.  
22

23 12. The City will not be responsible for infrastructure maintenance and/or repair during  
24 construction, specifically, snow and solid waste (refuse, yard waste recycling and recycling)  
25 removal until final and complete infrastructure inspection, acceptance of deeds and at  
26 release of performance bond.  
27

28 13. At the time of development, the City will require an assessment of its capacity to  
29 delivery adequate municipal services. ~~Staffing levels in the following areas need to be~~  
30 ~~considered~~ Staffing levels including, but not limited to, the following areas need to be  
31 considered: engineering review services, property data management and mapping  
32 services, infrastructure inspection services, water meter reading and sewer preventive  
33 maintenance, Miss Utilities underground utility location service, roadway maintenance,  
34 storm drain maintenance, traffic control and maintenance, administrative services and fleet  
35 maintenance support services. The City is currently undertaking a comprehensive review of  
36 its solid waste management program, to include but is not limited to: residential and  
37 commercial refuse collection, bulk pickup, yard waste recycling, paper/plastic/glass  
38 recycling and leaf collection. Not only is the level of staffing a concern, but so is adequate  
39 work space and safe and functioning equipment, vehicles and tools to perform the work.



1  
2 14. There shall be no development plans approved for this property until the Planning  
3 and Zoning Director shall have determined to his satisfaction that one or more road  
4 projects, intended to improve the Forest Drive corridor's traffic capacity, shall have been  
5 designed, fully funded and construction either commenced or scheduled for imminent  
6 commencement. Development may occur in phasing in relation to road improvements,  
7 subject to the determination of the Director of Planning and Zoning.  
8

9 15. During the development phase, every effort should be made to provide both  
10 vehicular and pedestrian connections to the surrounding neighborhoods, including  
11 Annapolis Overlook, Hunt Meadow and Beechwood Hill.  
12

13 16. During the development phase, every effort should be made to provide both  
14 vehicular and pedestrian connection between Annapolis Neck Road and Hillsmere Drive.  
15

16 17. A bike/pedestrian trail, ~~as perhaps part of the proposed relief road bypass,~~ should  
17 be preserved in order to provide a continuous trail connection across the peninsula from  
18 Route 2 to Bay Ridge, consistent with the 2003 Annapolis Neck Small Area Plan subject to  
19 the review and approval of the Department of Recreation and Parks.  
20

21 18. During the development phase, the Planning and Zoning Department should work  
22 with the Recreation Department to further determine the specific types of recreational  
23 facilities, and locations for such facilities, relative to the development parcels on the  
24 property. This property with its large acreage may lend itself for significant active  
25 recreational facilities, like ball fields and courts, including the ancillary parking, storage,  
26 restrooms and lighting needed for such activities.  
27

28 19. In conjunction with any applications, including, but not limited to Planned  
29 Development or subdivision, to develop/redevelop property that is part of the annexed  
30 area, an analysis of the impact of the development on public facilities ~~may be required,~~  
31 ~~subject to a determination by the Director of Planning and Zoning~~ is required. The impact  
32 assessment will be reviewed and approved by the Department of Planning and Zoning and  
33 other city agencies as determined appropriate and based upon the impact(s), conditions  
34 will be imposed to phase the development so that increased demands on public facilities  
35 do not come in advance of public improvements.  
36

37 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the 1998  
38 Annapolis Comprehensive Plan shall be amended to reflect the annexation of the

1 Annexation of the Annapolis Neck Property and the zoning designation as designated by  
2 Ordinance O-38-05.

3  
4 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that this  
5 Resolution shall become effective upon the forty-fifth day following the date of its passage,  
6 provided no Petition for Referendum has been properly filed according to law, but not be  
7 before the recordation in the land records of Anne Arundel County, Maryland, of the  
8 Agreement.

9  
10 **ADOPTED** this 13<sup>th</sup> day of February, 2006.

11  
12  
13 **ATTEST:**

**THE ANNAPOLIS CITY COUNCIL**

14  
15  
16  
17 \_\_\_\_\_  
18 **Regina C. Watkins-Eldridge, CMC**  
19 **Acting City Clerk**

**BY:** \_\_\_\_\_  
**ELLEN O. MOYER, MAYOR**

20  
21 **EXPLANATION:**

22 Highlighting indicates matter added to existing law.  
23 ~~Strike-Out indicates matter deleted from existing~~  
24 ~~law.~~  
25 Underlining indicates amendments.

26  
27  
28