

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

2
3 **RESOLUTION NO. R-8-05Revised**

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

LEGISLATIVE HISTORY			
First Reader:	Public Hearing:	Fiscal Impact Note:	120 Day Rule:
3/14/05	11/10/05	8/15/05	n/a
Referred to:	Meeting Date:	Action Taken:	
Rules	11/14/05	Favorable	
Planning Commission	10/20/05	Favorable w/conditions	
		Petition filed on 2/8/05	
		Preliminary hearing on 3/14/05	

8
9 **A RESOLUTION concerning**

10
11 **Annexation of Rodgers 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 located on
15 the easterly side of Bembe Road where it is intersected by Edgewood Road; and
16 matters generally related to said annexation.

17
18 **WHEREAS,** Theo C. Rodgers, Trustee under the Irrevocable Trust of William L. Adams,
19 Parlett L. Moore, Jr., and Sarah Ceasar, (the APetitioner@), have requested
20 annexation into the City of Annapolis 6.0623^v acres located on the westerly
21 shoreline of the Chesapeake Bay (at its confluence with the Severn River)
22 and on the easterly side of Bembe Beach Road (at its intersection with
23 Edgewood Road); and

24
25 **WHEREAS,** as required by section 19(b)(1) of Article 23A of the Annotated Code of
26 Maryland, the consent to the annexation has been obtained by the
27 Petitioner from not less than 25 percent of the persons who reside in the
28 area to be annexed and who are registered as voters in Anne Arundel
29 County elections and from the owners of not less than 25 percent of the
30 assessed valuation of the real property located in the area to be annexed;
31 and

32
33 **WHEREAS,** on March 14, 2005, the Annapolis City Council conducted a preliminary
34 review on this petition as required by Section 2.52.040 of the Code of the
35 City of Annapolis and the petition was referred to the Departments of
36 Finance, Public Works, and Planning and Zoning to provide the necessary
37 information for proper consideration of the petition; and

1
2 **WHEREAS**, the Annapolis City Council conducted a public hearing on this request on
3 November 10, 2005, at which time the Council heard a staff report
4 presented by the Director of Planning and Zoning and the report of the
5 Planning Commission and received the Findings of Fact and
6 Recommendations of the Planning Commission dated October 20, 2005,
7 2005, together with a Memorandum from the Planning and Zoning Director
8 to the Planning Commission dated August 29, 2005; and during which
9 hearing testimony was taken from the Petitioner and counsel, members of
10 the general public were afforded the opportunity to offer testimony and
11 documentary evidence was submitted and received; and
12

13 **WHEREAS**, the said property is presently designated as suitable for medium density
14 residential uses under the Annapolis Neck Small Area Plan, adopted March
15 17, 2003, by the Anne Arundel County Council by Bill No. 83-02; and
16

17 **WHEREAS**, the applicant requests a zoning classification of R3, Single-Family
18 Residence District, and a critical areas zoning classification of Intense
19 Development Area (IDA) for the property, which request is being addressed
20 by the City Council in considering O-13-05.
21

22 **NOW THEREFORE BE IT RESOLVED** this 28th day of November 2005, by the Annapolis
23 City Council that the hereinafter described property be, and it is hereby, annexed to the
24 lands and properties heretofore included within the boundaries of the City of Annapolis,
25 and it hereafter shall be generally subject to the provisions of the Charter and Code of the
26 City of Annapolis, said property being more particularly described as follows:
27
28

29 METES AND BOUNDS DESCRIPTION
30 TO ACCOMPANY
31 RODGERS ANNEXATION PETITION INTO
32 THE CITY OF ANNAPOLIS
33
34

35 BEGINNING FOR THE SAME AT A POINT ON THE MEAN HIGH WATER LINE OF THE
36 CHESAPEAKE BAY, SAID POINT MARKS THE END OF THE SOUTH 00E 56= 02@ WEST, 65.29 FT.
37 LINE AS DESCRIBED IN APPENDIX I, THE CITY OF ANNAPOLIS BOUNDARY DESCRIPTION,
38 EFFECTIVE DATE 6/25/98, SAID POINT ALSO MARKS A BOUNDARY COMMON TO THAT
39 CONVEYANCE FROM MOORE, MONK & MITCHELL, INC., A BODY CORPORATE OF THE STATE OF
40 WASHINGTON TO PARLETT L. MOORE, JR. AND SARAH CEASAR BY DEED DATED THE 21ST DAY
41 OF SEPTEMBER, 1995 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL
42 COUNTY IN BOOK 7160, PAGE 531; THAT CONVEYANCE FROM BAY WOODS DEVELOPMENT AND
43 MANAGEMENT PARTNERS, LLC, A MARYLAND LIMITED LIABILITY COMPANY TO BAY WOODS
44 COOPERATIVE HOUSING CORPORATION, A MARYLAND CORPORATION BY DEED DATED THE
45 31ST DAY OF JANUARY, 2001 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL
46 COUNTY IN BOOK 10159, PAGE 442 AND THE MEAN HIGH WATER LINE OF THE CHESAPEAKE

- 1 BAY. THENCE FROM THE POINT OF BEGINNING SO FIXED AND LEAVING SAID CONVEYANCE TO
2 BAY WOODS COOPERATIVE HOUSING CORPORATION AND WITH BEARINGS REFERRED TO THE
3 CITY OF ANNAPOLIS GRID SYSTEM AND BINDING ON THE MEAN HIGH WATER LINE OF THE
4 CHESAPEAKE BAY, THE FOLLOWING SIXTEEN (16) BEARINGS AND DISTANCES:
5 1. SOUTH 29E 04= 59@ EAST, 17.56 FT.; THENCE
6 2. SOUTH 05E 48= 08@ EAST, 8.09 FT.; THENCE
7 3. SOUTH 01E 23= 15@ WEST, 35.23 FT.; THENCE
8 4. SOUTH 09E 41= 22@ WEST, 10.06 FT.; THENCE
9 5. SOUTH 10E 17= 52@ WEST, 9.03 FT.; TO INTERSECT THE BOUNDARY LINE COMMON TO THE
10 PROPERTY OF PARLETT L. MOORE, JR. AND SARAH CEASAR AND PROPERTY OF THE OAK
11 GROVE BEACH COMPANY, A PARTNERSHIP; THENCE LEAVING THE PROPERTY OF MOORE
12 AND CEASAR AND STILL BINDING ON THE MEAN HIGH WATER LINE OF THE CHESAPEAKE
13 BAY
14 6. SOUTH 10E 17= 52@ WEST, 16.20 FT.; THENCE
15 7. SOUTH 01E 13= 50@ EAST, 27.93 FT.; THENCE
16 8. SOUTH 01E 15= 34@ EAST, 28.95 FT.; THENCE
17 9. SOUTH 00E 45= 01@ WEST, 26.27 FT.; THENCE
18 10. SOUTH 03E 51= 23@ EAST, 26.76 FT.; THENCE
19 11. SOUTH 03E 18= 52@ EAST, 30.34 FT.; THENCE
20 12. SOUTH 04E 57= 02@ EAST, 31.91 FT.; THENCE
21 13. SOUTH 02E 34= 30@ EAST, 29.25 FT.; THENCE
22 14. SOUTH 03E 39= 55@ EAST, 35.18 FT.; THENCE
23 15. SOUTH 04E 31= 23@ EAST, 30.42 FT.; THENCE
24 16. SOUTH 13E 20= 36@ EAST, 37.85 FT.; TO INTERSECT THE NORTH 89E 02= 30@ EAST, 160.42
25 FT. LINE AS SHOWN ON THE PLAT ENTITLED A SECTION II, THE VILLAGES OF CHESAPEAKE
26 HARBOUR, PLAT 1 OF 1@ AS RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL
27 COUNTY IN PLAT BOOK 92, PAGE 3; THENCE LEAVING THE MEAN HIGH WATER LINE OF THE
28 CHESAPEAKE BAY AND BINDING REVERSELY ON PART OF SAID 160.42 FT LINE AND WITH
29 BEARING CORRECTED AS AFORESAID
30 17. SOUTH 89E 20= 40@ WEST, 120.60 FT. TO THE BEGINNING THEREOF; THENCE STILL BINDING
31 REVERSELY ON THE OUTLINES OF THE VILLAGES OF CHESAPEAKE HARBOUR AND WITH
32 MERIDIAN CORRECTED AS AFORESAID, THE FOLLOWING THREE (3) BEARINGS AND
33 DISTANCES:
34 18. NORTH 67E 10= 20@ WEST, 291.92 FT.; THENCE
35 19. NORTH 82E 09= 20@ WEST, 426.44 FT.; THENCE
36 20. NORTH 82E 09= 20@ WEST, 18.95 FT. TO INTERSECT THE SOUTH 02E 07= WEST, 674.93 FT.
37 LINE DESCRIBED IN APENDIX I, THE CITY OF ANNAPOLIS BOUNDARY DESCRIPTION,
38 EFFECTIVE DATE 6/25/98; THENCE LEAVING THE VILLAGES OF CHESAPEAKE HARBOUR AND
39 BINDING ON PART OF SAID 674.93 FT. LINE, REVERSELY
40 21. NORTH 02E 07= 00@ EAST, 275.87 FT.; THENCE BINDING REVERSELY ON PART OF THE LINES
41 DESCRIBED IN APPENDIX I, THE CITY OF ANNAPOLIS BOUNDARY DESCRIPTION, EFFECTIVE
42 DATE 6/25/98, THE FOLLOWING THREE (3) BEARINGS AND DISTANCES:
43 22. SOUTH 82E 16= 06@ EAST, 423.20 FT.; THENCE
44 23. NORTH 07E 08= 17@ EAST, 55.93 FT.; THENCE
45 24. SOUTH 82E 16= 54@ EAST, 373.57 FT. TO THE POINT OF BEGINNING. CONTAINING 264,074
46 SQUARE FEET OR 6.0623 ACRES OF LAND MORE OR LESS, WITHIN THE BOUNDS OF THIS
47 DESCRIPTION, ACCORDING TO A SURVEY AND PLAT BY C. D. MEEKINS & ASSOCIATES, INC.,
48 CONSULTING ENGINEERS AND SURVEYORS IN JUNE 2003.
49

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 2. In the event that dwelling structures exist on the property at the time of the
15 effective date of the resolution of approval of the annexation petition and are occupied
16 and are either served by well water or by a septic field or both, these structures shall be
17 connected to the City's water and wastewater systems within one (1) year of the effective
18 date of the resolution of approval of the annexation petition by the owner of the subject
19 property. Extensions to the one (1) year connection requirement may be granted subject
20 to the provisions of subsection (e) of this condition and 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
35 to 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 e. Annual extensions to the one (1) year connection time may be granted by
39 the Director of Public Works up to a maximum of 10 years subject to showings of good
40 cause. Extensions shall not be unreasonably withheld. Each extension request shall
41 include documentation from a registered professional engineer in the State of Maryland
42 that the water and sewer systems servicing the uses on the property are operating in a
43 safe and efficient manner.

- 1 3. Other public services including, but not limited to, street maintenance, snow
2 removal and solid waste (refuse, yard waste recycling and recycling) removal, shall not be
3 provided to developed property unless the property has constructed a public roadway
4 constructed in accordance with the City's Standard Specifications and Construction
5 Details and that roadway has been accepted by the City and the City has accepted a fee
6 simple deed for the right of way ownership. In the event that a Property Owner elects to
7 maintain an existing private right-of-way, easement and/or driveway, no public services as
8 referenced above will be provided. All future deeds to this property, or portions thereof,
9 shall include a clause stating the owner's decision and binding future owners to that
10 decision.
- 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 5. The Property Owner shall be responsible for all costs associated with the
16 extension of utility mains, the water distribution system, the wastewater collection system,
17 possibly an additional pump station, tap fees, connection charges, capital facility fees,
18 capital assessment charges and construction inspection fees. Adequate water supply is
19 available for this property. Wastewater treatment capacity is available for this property.
20 All infrastructure shall be constructed in accordance with the City's Standard
21 Specifications and Construction Details.
- 22 6. The Property Owner will be required to pay all costs associated with the
23 construction, reconstruction or widening to existing roadways of all internal roadways,
24 curb and gutters, storm drain systems and stormwater management facilities. All but the
25 latter shall be owned and maintained by the City. Stormwater management facilities shall
26 be owned and maintained by the Property Owner or their successors or assigns. The
27 Property Owner shall be responsible to pay all costs associated with any capacity
28 increase to existing roadways caused by development of the property should said
29 increase be required by the City, County or State. All infrastructure shall be constructed
30 in accordance with the appropriate jurisdiction's Standard Specifications and Construction
31 Details.
- 32 7. The Property Owner will be required to pay all costs associated with the cost of
33 sidewalk construction throughout the development. Sidewalks shall be maintained by
34 adjacent Property Owners. All sidewalks shall be constructed in accordance with the
35 City's Standard Specifications and Construction Details.
- 36 8. The Property Owner shall be responsible for all costs associated with traffic signals
37 and signs associated with the property. Said signals and signs shall be designed and
38 constructed in accordance with the Manual on Uniform Traffic Control Devices.
- 39 9. The Property Owner shall be responsible for all costs associated with the
40 installation of street lighting for the property and for one year of energy costs. All street
41 lighting shall be approved for style, type and luminosity and shall be selected from models
42 offered for lease by BGE. Street lighting maintenance is handled by lease agreement
43 between the City and BGE.

- 1 10. All roadway rights-of-way width shall be in accordance with the City's Standard
2 Specifications and Construction. Details shall be made public and shall be deeded in fee
3 simple to the City prior to release of the infrastructure maintenance bond. The City shall
4 have prior rights in all rights of way.
- 5 11. All infrastructure improvements shall be bonded for the full cost of the
6 improvements. In the unlikely event that the developer / land owner can not complete the
7 work, the City will have the financial resources to do so. Once the infrastructure has been
8 accepted by the Department of Public Works, the bond shall be reduced to a one-year
9 maintenance bond. The maintenance bond is ten percent of the full bond, however, the
10 City may hold more at the discretion of the Director of Public Works.
- 11 12. The City will not be responsible for infrastructure maintenance and/or repair during
12 construction, specifically, snow and solid waste (refuse, yard waste recycling and
13 recycling) removal until final and complete infrastructure inspection, acceptance of deeds
14 and at release of performance bond.
- 15 13. At the time of development, the City will require an assessment of its capacity to
16 deliver adequate municipal services. Staffing levels in the following areas need to be
17 considered: engineering review services, property data management and mapping
18 services, infrastructure inspection services, water meter reading and sewer preventive
19 maintenance, Miss Utilities underground utility location service, roadway maintenance,
20 storm drain maintenance, traffic control and maintenance, administrative services and
21 fleet maintenance support services. The City is currently undertaking a comprehensive
22 review of its solid waste management program, to include but is not limited to: residential
23 and commercial refuse collection, bulk pickup, yard waste recycling, paper/plastic/glass
24 recycling and leaf collection. Not only is the level of staffing a concern, but so is adequate
25 work space and safe and functioning equipment, vehicles and tools to perform the work.
- 26 14. There shall be no planned development, subdivision or special exception plans
27 approved for this property until the Planning and Zoning Director in consultation with the
28 Planning Commission, shall have determined to his satisfaction that one or more road
29 projects, intended to improve the Forest Drive corridor's traffic capacity, shall have been
30 designed, fully funded and construction either commenced or scheduled for imminent
31 commencement. This may include the addition of another travel lane or such other
32 improvements as may be determined necessary by the City and the County.
33 Development may occur in phasing in relation to road improvements, subject to the
34 determination of the Director of Planning and Zoning.
- 35 15. Any development of the property should include trail connections between the
36 property and the Back Creek Nature Park and the new Edgewood Road bike/pedestrian
37 path subject to the review and approval of the Department of Recreation and Parks.
- 38 16. Any development of the property should explore the possibility of providing public
39 access to the water (motorized/non-motorized) subject to the review and approval of the
40 Department of Recreation and Parks.
- 41 17. In conjunction with any applications, including, but not limited to Planned
42 Development or subdivision, to develop/redevelop property that is part of the annexed
43 area, an analysis of the impact of the development on public facilities may be required,

1 subject to a determination by the Director of Planning and Zoning. The impact
2 assessment will be reviewed and approved by the Department of Planning and Zoning
3 and other city agencies as determined appropriate and based upon the impact(s),
4 conditions will be imposed to phase the development so that increased demands on
5 public facilities do not come in advance of public improvements. The analysis shall
6 specifically address emergency response times as identified by the Fire Department.

7 18. Throughout the above conditions, the terms "owner", "developer", "successors"
8 and "assigns" are used interchangeably. It is the intent that, regardless of the term used
9 in a particular condition, the obligations and responsibilities expressed in the conditions
10 shall be binding upon and applicable to the owner of the property as may exist from time
11 to time and that such owner of the property shall undertake, perform, or otherwise meet
12 each obligation or responsibility when the same may arise.

13
14 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that this
15 property shall become part of the Seventh Election Ward.

16
17 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the 1998
18 Annapolis Comprehensive Plan shall be amended to reflect the annexation of the
19 Rodgers property and the zoning designation as designated by Ordinance O-13-05.

20
21 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that this
22 Resolution shall become effective upon the forty-fifth day following the date of its
23 passage, provided no Petition for Referendum has been properly filed according to law,
24 but not before the recordation in the land records of Anne Arundel County, Maryland, of
25 the Agreement.

26
27 **ADOPTED** this 28th day of November 2005.

28
29
30 **ATTEST:**

THE ANNAPOLIS CITY COUNCIL

31
32
33 _____
34 **Regina C. Watkins-Eldridge, CMC**
35 **Acting City Clerk**

36
37
38 _____
BY: ELLEN O. MOYER, MAYOR