

CITY COUNCIL OF THE CITY OF ANNAPOLIS

RESOLUTION NO. R-12-05 Revised

Introduced by Mayor Moyer

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	
		Petition filed on 3/22/05	
		Preliminary hearing on 4/11/05	

A RESOLUTION concerning

Annexation of Katherine Properties

FOR the purpose of annexing into the boundaries of the City of Annapolis 179.6581± acres of property commonly referred to as the Katherine Properties which is contiguous to the existing boundary of the City and is generally located southwest of the intersection of Forest Drive and Spa Road; and matters generally related to said annexation.

WHEREAS, Janet K. Richardson, Katherine Properties, Inc., and Katherine Properties, LLC, (collectively, the "Petitioner") have requested annexation into the City of Annapolis 179.6581± acres of property commonly referred to as the Katherine Properties which is contiguous to the existing boundary of the City and is generally located southwest of the intersection of Forest Drive and Spa Road; and

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

WHEREAS, on April 11, 2005, the Annapolis City Council conducted a preliminary review on this petition as required by Section 2.52.040 of the Code of the City of Annapolis and the petition was referred to the Departments of Finance, Public Works, and Planning and Zoning to provide the necessary information for proper consideration of the petition; and

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

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

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

11
12 2. In the event that dwelling structures exist on the property at the
13 time of the effective date of the resolution of approval of the annexation petition and are
14 occupied and are either served by well water or by a septic field or both, these
15 structures shall be connected to the City's water and wastewater systems within one (1)
16 year of the effective date of the resolution of approval of the annexation petition by the
17 owner of the subject property. Extensions to the one(1) year connection requirement
18 may be granted subject to the provisions of subsection(e) of this condition and subject
19 to the following conditions:

20
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
23 as required in the Public Facilities Agreement. Said bond(s) shall be increased
24 annually in proportion to the cost of living increase in the City as determined by the U.S.
25 Bureau of Labor Statistics CPI;

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

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

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

42
43 e. Annual extensions to the one(1) year connection time may be granted by
44 the Director of Public Works up to a maximum of 10 years subject to showings of good
45 cause. Extensions shall not be unreasonably withheld. Each extension request shall
46 include documentation from a registered professional engineer in the State of Maryland

1 that the water and sewer systems servicing the uses on the property are operating in a
2 safe and efficient manner.

3

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

14

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

19

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

27

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

38

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

43

44 8. The Property Owner shall be responsible for all costs associated with traffic
45 signals and signs associated with the property. Said signals and signs shall be
46 designed and constructed in accordance with the Manual on Uniform Traffic Control

1 Development or subdivision, to develop/redevelop property that is part of the annexed
2 area, an analysis of the impact of the development on public facilities may be required,
3 subject to a determination by the Director of Planning and Zoning. The impact
4 assessment will be reviewed and approved by the Department of Planning and Zoning
5 and other city agencies as determined appropriate and based upon the impact(s),
6 conditions will be imposed to phase the development so that increased demands on
7 public facilities do not come in advance of public improvements. The analysis shall
8 specifically address emergency response times as identified by the Fire Department
9

10 22. Throughout the above conditions, the terms "owner", "developer", "successors",
11 and "assigns" are used interchangeably. It is the intent that, regardless of the term
12 used in a particular condition, the obligations and responsibilities expressed in the
13 conditions shall be binding upon and applicable to the owner of the property as may
14 exist from time to time and that such owner of the property shall undertake, perform, or
15 otherwise meet each obligation or responsibility when the same may arise.
16

17 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that this
18 property shall become part of the Seventh Election Ward.
19

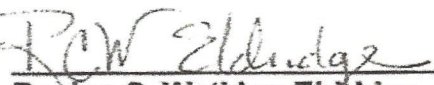
20 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the 1998
21 Annapolis Comprehensive Plan shall be amended to reflect the annexation of the
22 Katherine Properties and the zoning designation as designated by Ordinance O-16-05.
23

24 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that this
25 Resolution shall become effective upon the forty-fifth day following the date of its
26 passage, provided no Petition for Referendum has been properly filed according to law,
27 but not be before the recordation in the land records of Anne Arundel County, Maryland,
28 of the Agreement.
29

30 **ADOPTED** this 28th day of November 2005.
31

32 **ATTEST:**
33

THE ANNAPOLIS CITY COUNCIL

34 
35 Regina C. Watkins-Eldridge, CMC
36 **Acting City Clerk**
37

BY: 
ELLEN O. MOYER, MAYOR