

**CITY OF ANNAPOLIS  
SPECIAL MEETING OF THE CITY COUNCIL**

January 23, 2011 7:00 p.m.

Call to Order	Mayor Cohen
Invocation	Alderman Arnett
Pledge of Allegiance	Mayor Cohen
Roll Call	City Clerk Watkins-Eldridge

**PETITIONS, REPORTS AND COMMUNICATIONS**

Reports by Committees  
Comments by the General Public

*A person appearing before the City Council with a petition, report or communication shall be limited to a presentation of not more than three minutes.*

**CONTINUATION OF PUBLIC HEARING OF 1/9/12**

**R-45-11      **Annexation Plan – Hayes Property**** – For the purpose of adopting an annexation plan for the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City’s jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	180 Day Rule
7/25/11	1/9/12 1/23/12	Available 1/23/12	N/A
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov’t	7/25/11	1/12/12	
Planning Commission	7/25/11	12/15/11	Favorable w/ amd.
			<b>Travels with O-38-11 and R-47-11</b>

**PUBLIC HEARINGS**

**O-54-11      **Community Grant Application Review Process for Non-Profit Organizations**** – For the purpose of modifying the City of Annapolis’ community grant application review process for non-profit organizations.

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	120 Day Rule
12/19/11	1/23/12	1/7/12	4/20/12
Referred to	Referral Date	Meeting Date	Action Taken
Finance	12/19/11	1/17/12	Favorable w/ amd.

**R-63-11      **Increasing Transit Fares for Transportation Services**** – For the purpose of increasing transit fares for use of transportation services in the City of Annapolis by amending the FY 2012 fee schedule.

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	120 Day Rule
11/28/11	1/23/12	1/15/12	3/30/12
Referred to	Referral Date	Meeting Date	Action Taken
Transportation Committee	11/28/11		
Finance	11/28/11	12/6/11	
Transportation Board	11/28/11		

**LEGISLATIVE ACTIONS**

**CHARTER AMENDMENT, ORDINANCES AND RESOLUTION – 2<sup>ND</sup> READING**

**CA-08-10**     **Structure and Procedures of City Government** – For the purpose of increasing the number of wards in the City of Annapolis from eight to nine for the purpose of conducting the 2013 primary and general election and all primary and general elections thereafter, and for removing the Mayor as a member of the City Council, and providing for a presiding officer of the City Council to be selected by a majority vote of the City Council from the aldermen and alderwomen representing each of the nine wards, to serve for no more than a term of one year consecutively, and providing for the Mayor to have veto power over proposed ordinances and resolutions and line item veto power with respect to the City’s annual operating budget, and providing for the City Council to have the power to override a veto of the Mayor by a two thirds vote of those present and constituting a quorum and voting. *Add Alderman Arnett on second reader.*

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	120 Day Rule
11/8/10	11/14/11 11/28/11	11/7/11	3/8/11
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov’t	11/8/10	12/6/11	Favorable Add Ald. Arnett on 2 <sup>nd</sup> Reader
Charter Revision Commission	11/8/10	10/20/11	Unfavorable

**O-26-11**     **Alarm System Registration** – For the purpose of establishing a registration requirement for alarm systems.

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	120 Day Rule
9/12/11	11/14/11	10/3/11	1/10/12
Referred to	Referral Date	Meeting Date	Action Taken
Housing and Human Welfare	9/12/11	12/5/11	Favorable w/ comments
Public Safety	9/12/11	10/17/11	Favorable

**O-54-11 Community Grant Application Review Process for Non-Profit Organizations** – For the purpose of modifying the City of Annapolis’ community grant application review process for non-profit organizations.

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	120 Day Rule
12/19/11	1/23/12	1/7/12	4/20/12
Referred to	Referral Date	Meeting Date	Action Taken
Finance	12/19/11	1/17/12	Favorable w/ amd.

**R-45-11 Annexation Plan – Hayes Property** – For the purpose of adopting an annexation plan for the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City’s jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	180 Day Rule
7/25/11	1/9/12 1/23/12	Available 1/23/12	N/A
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov’t	7/25/11	1/12/12	
Planning Commission	7/25/11	12/15/11	Favorable w/ amd.
			<b>Travels with O-38-11 and R-47-11</b>

**ORDINANCES – 1<sup>st</sup> READING**

**O-2-12 Lease of City Dock Space to Chesapeake Marine Tours** – For the purpose of authorizing for fiscal year 2018 the lease of certain municipal property located at the City Dock to Chesapeake Marine Tours, Inc. for the docking and mooring of certain boats. (Available 1/23/12).

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
1/23/12			4/20/12
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	1/23/12		
Environmental Matters	1/23/12		

**O-3-12 Lease of City Property: Boat Shows in 2017** – For the purpose of authorizing a lease of certain municipal property located in the general harbor, Dock Street and Edgewood Road areas to United States Sailboat Shows, Inc. and United States Powerboat Shows, Inc., for a certain period of time in October 2017, to conduct boat shows. (Available 1/23/12).

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LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
1/23/12			4/20/12
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters			
Environmental Matters			

**BUSINESS and MISCELLANEOUS**

1. Referral of O-51-11 to the Planning Commission
2. Strategic Planning Meeting pursuant to Charter and Code Section 2.16.020 - Place of meeting.
3. Budget Revision Requests

**UPCOMING CITY COUNCIL EVENTS**

Regular Meeting; Monday, February 13, 2011 7:30 p.m. City Council Chambers  
Work Session; Thursday, February 16, 2011 1:30-4:30 p.m. City Council Chambers  
Special Meeting; Monday, February 27, 2011 7:00 p.m. City Council Chambers

Jessica Cowles  
Legislative and Policy Analyst  
City of Annapolis Office of Law  
E) JCCowles@annapolis.gov  
P) 410-263-1184  
F) 410-268-3916

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January 18, 2012

TO: The Capital Legal Notices: legalad@capgaz.com  
FROM: Jessica Cowles, Legislative and Policy Analyst  
RE: Notice of Public Hearing  
PUBLISH: Please publish on: **Sunday, January 22, 2012 and Monday, January 23, 2012**

Please send bill and certificate of publication to the City of Annapolis Office of Law, 145 Gorman Street, 3rd Floor, Annapolis, MD 21401.

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**NOTICE OF ANNAPOLIS CITY COUNCIL PUBLIC HEARING**

Notice is hereby given that the Annapolis City Council will hold a public hearing on Monday, January 23, 2012 at 7:00 p.m., in City Council Chambers, 160 Duke of Gloucester Street, Annapolis, to consider:

- R-45-11      Annexation Plan – Hayes Property** – For the purpose of adopting an annexation plan for the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City’s jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive. *Continued from 1/9/12.*
  
- O-54-11      Community Grant Application Review Process for Non-Profit Organizations** – For the purpose of modifying the City of Annapolis’ community grant application review process for non-profit organizations.
  
- R-63-11      Increasing Transit Fares for Transportation Services** – For the purpose of increasing transit fares for use of transportation services in the City of Annapolis by amending the FY 2012 fee schedule.

The above legislation on the City Council agenda for public hearing can be viewed on the City’s website at: <http://www.annapolis.gov/Government/Departments/LawOffice/PendingLegis.aspx>

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**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-45-11**

**Introduced by: Mayor Cohen and Alderwoman Hoyle**

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	180 Day Rule
7/25/11			N/A
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't Planning Commission	7/25/11 7/25/11		<b>Travels with O-38-11 and R-47-11</b>

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**A RESOLUTION** concerning

**Annexation Plan – Hayes Property**

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**FOR** the purpose of adopting an annexation plan for the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

**WHEREAS,** on January 14, 2011, K. Hovnanian Homes of Maryland, L.L.C., Hogan Holding Company, LC, James J. Blackwell, Roxanne Winn, and Buckley W. Hayes (collectively, "Petitioners") submitted a Petition for Annexation to the City of Annapolis for 7.374 acres of property known as the Hayes Property, which Petition for Annexation shall be addressed by the City Council in a Resolution forthcoming after the Annexation Plan is ratified; and

**WHEREAS,** the Petitioners proposed that the Hayes Property be zoned upon annexation within the R3 – General Residence District and within the R1-B – Single-Family Residence District, which zoning shall be addressed by the City Council in an Ordinance forthcoming after the Annexation Plan is ratified; and

**WHEREAS,** as required by § 19 (o) of Article 23A of the Annotated Code of Maryland, an annexation plan shall be adopted by the City Council in connection with the annexation of the Hayes Property; and

**WHEREAS,** on \_\_\_\_, 2011, the City Council conducted a public hearing on the proposed annexation of the Hayes Property, at which time the annexation plan was open to public review and discussion, which annexation plan had been provided to Anne Arundel County and to the Maryland Department of Planning at least thirty (30) days prior to the public hearing; and

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**WHEREAS,** having considered the proposed annexation, the proposed zoning, the testimony and evidence presented thereon, the reports and recommendations of the Planning Commission and the Department of Planning and Zoning, and the information and opinions provided by other persons, departments, and agencies, having weighed the information, and having completed and finalized the annexation plan so as to appropriately plan for the incorporation into and the potential development of the Hayes Property within the City, the Council now adopts an annexation plan for the Hayes Property.

**NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the Annexation Plan for the Hayes Property attached hereto be, and it is hereby, adopted.

**AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that this Resolution shall take effect on the date of adoption, and that all parties to the Annexation Plan shall cooperatively endeavor to ratify the Annexation Plan in as prompt a manner as is possible.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST: THE ANNAPOLIS CITY COUNCIL

BY

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC, City Clerk

\_\_\_\_\_  
Joshua J. Cohen, Mayor

**EXPLANATION:**  
Highlighting indicates matter added to existing law.  
~~Strikeout indicates matter deleted from existing law.~~  
Underlining indicates amendments.

## ANNEXATION PLAN

THIS ANNEXATION PLAN (the "Plan") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between THE CITY OF ANNAPOLIS, MARYLAND, a municipal corporation of the State of Maryland (the "City"), and K. HOVNANIAN HOMES OF MARYLAND, L.L.C., HOGAN HOLDING COMPANY, LC, JAMES J. BLACKWELL, ROXANNE WINN, and BUCKLEY W. HAYES (collectively, "Petitioners").

### Recitals

- A. WHEREAS, on January 14, 2011, the Petitioners filed with the City a Petition for Annexation (the "Petition"), which Petition the Office of the City Clerk determined to have satisfied all laws and regulations pertaining to the preparation, execution, notification, and filing thereof codified within the Code of the City of Annapolis (the "City Code") and within the Annotated Code of Maryland (the "State Code");
- B. WHEREAS, the properties proposed for annexation in the Petition are fully and accurately identified in the Petition and its supporting exhibits, are contiguous to and adjoin the existing corporate boundary of the City, collectively contain 7.374 acres, more or less, and are known as the Hayes Property (the "Property");
- C. WHEREAS, as described in detail in the Petition, the owners of the various parcels comprising the Property are James J. Blackwell, Roxanne Winn, and Buckley W. Hayes. Hogan Holding Company, LC is the contract purchaser of the Property. K. Hovnanian Homes of Maryland, L.L.C. is the holder of a right to purchase Hogan Holding Company, LC's contract rights in the Property. Hogan Holding Company, LC and K. Hovnanian Homes of Maryland, L.L.C. are collectively referred to herein in the singular as "Petitioner";
- D. WHEREAS, in accordance with § 19 (o) of Article 23A of the State Code, which requires that an annexation plan shall be adopted by the City Council of the City of Annapolis (the "Council") in connection with the annexation of the Property, this annexation plan was prepared and was open to public review and discussion at the Council's public hearing on the proposed annexation of the Property, and had been provided to Anne Arundel County and to the Maryland Department of Planning at least thirty (30) days prior to the Council's public hearing;
- E. WHEREAS, the Property was included within Growth Area "A" in the 2009 Annapolis Comprehensive Plan, which designated the area as eligible for annexation and appropriate for establishing a logical boundary for the City's jurisdictional limits; and

F. WHEREAS, the City and the Petitioners desire to appropriately plan for the incorporation into and the potential development of the Property within the City of Annapolis; and

G. WHEREAS, the City and the Petitioners voluntarily enter into this Plan to ensure such circumstances and to fulfill the requirements of § 19 (o) of Article 23A of the State Code, and the parties hereto covenant that they have the full right, power, and authority to enter into, carry out, perform, and execute this Plan.

NOW, THEREFORE, in consideration of the mutual interests, covenants, promises, agreements, and undertakings set forth herein, including the preceding Recitals, the accuracy and sufficiency of which is expressly acknowledged, the City and the Petitioners mutually agree as follows:

1. Conceptual Plan of Development. The City and the Petitioner contemplate that development of the Property shall generally take the form illustrated on the conceptual site plan identified as “Conceptual Site Plan #1”, prepared by Bay Engineering, Inc., dated July, 2010, and attached hereto as Exhibit “A”. The City and the Petitioner acknowledge that changes to this layout may be made as part of the application, approval, and permitting processes. The City and the Petitioner further acknowledge that, in accordance with § 9 (c) (1) of Article 23A of the State Code, for a period of five years following the annexation of the Property, the City may not permit development of the Property for land uses substantially different than the use authorized, or at a substantially higher, not to exceed 50%, density than could be granted for the proposed development, in accordance with the zoning classification of Anne Arundel County applicable at the time of the annexation without the express approval of Anne Arundel County.
2. Provision of Public Services. The City shall not be obligated to provide public services, including but not limited to street maintenance, snow removal, solid waste removal (refuse, yard waste recycling, recycling), on the Property unless the Property is properly permitted for and developed with a public roadway for which the City has accepted a fee simple deed for the right-of-way ownership, and the City shall not be obligated to provide such public services on any existing or subsequently developed private rights-of-way, easements, and/or driveways.
3. Infrastructure Fees and Facilities. The Petitioner shall be solely and jointly and severally responsible for all costs associated with the extension of utility mains, the water distribution system, the wastewater collection system, tap fees, connection charges, capital facility fees, capital assessment charges, and construction inspection fees. The parties acknowledge that, while preliminary studies indicate that water and sewer facilities will be adequate for development of the Property and that sewer service can be handled by gravity flow, Petitioner shall comply with all applicable City laws related to the adequacy of public facilities in connection with the development of the Property.
4. Facilities Improvements and Ownership. The Petitioner shall pay and shall be solely and jointly and severally responsible for the payment of all costs associated with the construction

of internal roadways, curb and gutters, sidewalks, street lighting, storm drain systems and stormwater management facilities and shall be the owner of all such internal facilities. Stormwater management facilities shall be owned, inspected, maintained, repaired, and replaced by the Petitioner in accordance with City and State requirements. Petitioner shall be solely responsible for paying for all costs associated with any capacity increase to existing roadways should said increase be required by the City, County, or State. The City and other applicable agencies shall review and approve all infrastructure for compliance with applicable requirements.

5. Traffic Signs and Signals. The Petitioner shall solely pay and be jointly and severally responsible for the payment of all costs associated with traffic signs and/or signals which may be required in connection with the development of the Property. The City and other applicable agencies shall review and approve all such traffic-related improvements for compliance with applicable requirements.
6. Infrastructure Bond. The Petitioner, to the satisfaction of the City, shall jointly and severally bond all infrastructure improvements for the full cost of the improvements so that, in the event that the Petitioner cannot complete the work for any reason, the City will have the financial resources to do so. Once the infrastructure has been finally accepted by the City, after the requirements of the City and all other applicable agencies have been fulfilled, the bond may, in the City's discretion, be reduced to a one-year maintenance bond at ten percent (10%) of the full bond. The Petitioner shall jointly and severally guarantee all costs of infrastructure improvements which exceed the amount of bond coverage.
7. Infrastructure Inspection, Maintenance, Repair and Replacement. The City shall not be responsible for infrastructure inspection, maintenance, repair or replacement during construction, including snow removal and solid waste removal (refuse, yard waste recycling, recycling), water distribution and wastewater collection systems operations and maintenance, pump station operations and maintenance, and road repairs and operation. If the rights-of-way are to be public, which shall occur in the City's sole discretion, the City's responsibility for inspection, maintenance, repair or replacement of such infrastructure facilities shall not be activated until the City's final and complete infrastructure inspection and approval, acceptance of deeds or other instruments of conveyance, and final release of maintenance bond. The City shall not be responsible for infrastructure inspection, maintenance repair or replacement during or after construction if the rights-of-way remain private.
8. Natural Features. The City and the Petitioners acknowledge that the Property contains significant steep slopes toward the southern and southeastern property boundaries and the parties further recognize that, due to the slopes' environmental significance to Church Creek, it may not be suitable for buildings and/or utilities to be constructed in these areas. Petitioner shall undertake or cause or allow to be caused minimal disturbance to these features, and shall utilize superior sediment control measures in the development process, and shall comply with all applicable City and State Critical Areas laws and regulations.
9. Binding Effect. The terms, conditions, and provisions of this Plan shall be deemed as covenants running with the Property and shall be binding upon and shall inure to the benefit

of the parties hereto, any successor municipal authorities of the City, successor owners of record of the Property, and their respective heirs, personal representatives, successors, grantees, and assigns. It is expressly understood and agreed by the parties that the benefits, rights, duties, and obligations hereunder are conferred and imposed upon the parties only upon and contingent upon the City's annexation of the Property. It is further expressly understood and agreed that the Petitioner may assign its benefits, rights, duties, and obligations hereunder either as part of the conveyance of the Property as an entirety or severally as part of the conveyances of portions of the Property, that any such conveyance or assignment is permissible without the consent of the City, any of its elected official, employees, or agents, that the obligations and responsibilities expressed in this Plan shall be binding upon and applicable to the owner of the Property as may exist from time to time, and that such owner of the Property shall undertake, perform, or otherwise meet each obligation or responsibility when the same may arise. No provision of this Plan shall create any third party beneficiary rights or other rights in any person or entity not a party hereto.

At such time as K. Hovnanian Homes of Maryland ("Hovnanian"), or any of its affiliated entities, acquires title to the Property, Hovnanian (or its affiliated entity, as the case may be) shall be the sole party that the City shall require to perform hereunder. Hovnanian, or the Petitioners, may assign their respective rights arising out of the Property, however, prior to such assignment, if done prior to the development of the Property contemplated herein, the City must consent to the assignment, which consent shall not be unreasonably withheld.

10. Cooperation of Parties. The parties shall take all reasonable actions and do all things reasonably necessary or appropriate to carry out and to expedite the terms and provisions of this Plan and to generally enable the parties' compliance with the terms and provisions of this Plan.
11. Recordation. This Plan shall be recorded among the Land Records of Anne Arundel County by and at the expense of the Petitioner, following which the Petitioner shall provide the original of the recorded Plan to the City.
12. Modification of Plan. No portion of this Plan shall be amended, waived, modified, discharged, or terminated except by an instrument in writing signed by all parties hereto or their successors, grantees, or assigns and witnessed and notarized.
13. Headings. Descriptive headings herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Plan.
14. Severability. In the event that any one or more of the provisions contained in this Plan shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed as if such invalid, illegal, or unenforceable provision had never been herein contained.
15. Enforceability. This Plan shall be specifically enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action or suit at law or in equity to

secure the performance of the covenants herein contained. Venue for all actions arising from this Plan shall be the Courts of Anne Arundel County, Maryland. In any such action, the parties waive their right, if any, to trial by jury.

IN WITNESS WHEREOF, the parties have executed and sealed this Plan as of the day and year first above written.

**SIGNATURE PAGES FOLLOW**

ATTEST:

THE CITY OF ANNAPOLIS

\_\_\_\_\_  
Regina Watkins-Eldridge, City Clerk

By: \_\_\_\_\_  
Joshua J. Cohen, (Seal)  
Mayor of the City of Annapolis

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Karen Hardwick, Esq., City Attorney

**State of Maryland, Anne Arundel County, to wit:**

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me, a notary public, in and for the State and County aforesaid, did personally appear, Joshua J. Cohen, Mayor of the City of Annapolis, Maryland, who acknowledged that he is authorized to execute this Annexation Plan on behalf of the City of Annapolis, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Witness:

**K. Hovnanian Homes of Maryland, L.L.C.**  
A Maryland limited liability company

\_\_\_\_\_

By: \_\_\_\_\_  
A. Hugo DeCesaris, (Seal)  
Region President

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared A. Hugo DeCesaris, Region President of K. Hovnanian Homes of Maryland, L.L.C., and acknowledged that, being authorized to so do, he has executed this Annexation Plan as the act and deed of K. Hovnanian Homes of Maryland, L.L.C. for the purposes therein contained.

Witness my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Witness:

**Hogan Holding Company, LC**  
A Maryland limited company

\_\_\_\_\_

By: \_\_\_\_\_  
Timothy S. Hogan, (Seal)  
Member

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared Timothy S. Hogan, Member of Hogan Holding Company, LC, and he acknowledged that, being authorized to so do, he has executed this Annexation Plan as the act and deed of Hogan Holding Company, LC for the purposes therein contained.

**Witness** my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_  
James J. Blackwell (Seal)

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared James J. Blackwell, and he acknowledged that he has executed this Annexation Plan as his act and deed for the purposes therein contained.

**Witness** my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Roxanne Winn (Seal)

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared Roxanne Winn, and she acknowledged that she has executed this Annexation Plan as her act and deed for the purposes therein contained.

**Witness** my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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\_\_\_\_\_ Buckley W. Hayes (Seal)

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared Buckley W. Hayes, and he acknowledged that he has executed this Annexation Plan as his act and deed for the purposes therein contained.

**Witness** my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## FISCAL IMPACT NOTE

**Legislation No:** R-45-11

**First Reader Date:** 07-25-11

**Note Date:** 01-23-12

**Legislation Title:** Annexation Plan – Hayes Property

### **Description:**

For the purpose of adopting an annexation plan for the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

### **Analysis of Fiscal Impact:**

For your consideration, attached is the fiscal impact analysis for the proposed Hayes annexation. The data used to prepare this analysis is provided in, and follows, the detail provided by Westholm and Associates for the petitioners which is part of section J of the petition.

In general, the attached analysis uses the same assumptions, however when preparing the City analysis, several variances arise. The first is that total revenues do not agree. There is a revenue variance of approximately \$5,800, \$113.4K vs. 107.6K, the majority of which is a difference in the compilation of real estate taxes. The second difference is that the City analysis includes a separate line number totaling \$2K for snow and ice since this account is historically under budgeted. The last variance is that the petitioners' use a \$204.97 credit per household, totaling \$9,633.59, for indirect charges. However, this credit was excluded in the City analysis since it does not incorporate the full extent of direct / indirect charge backs and is not consistent with the allocation methodology currently used. Using this amount as presented would understate the cost of providing City services.

Based on the attached analysis, the City will benefit from a \$13,000 positive cash flow using constant dollars using the FY 2010 tax rate. However, pending the adopted tax rate for FY 2013, and recognizing an average 12% decline in property values, by using FY 2013 values and assumptions currently available, this will directly impact the outcomes outlined in this analysis. For example, when applying an average 12% decline in assessed values which may be greater for townhouses, and keeping all other factors equal, including the tax rate, there is an approximate \$6,000 decrease in tax revenues for this project, thereby bringing the cash flow benefit to \$7,000.

Finally, this analysis does not take into consideration the impact of the City's enterprise Funds. Arguably, enterprise funds should be self sufficient via the associated fee

schedules; however, consideration should be given to any additional capitalization costs that this project will have on providing City services. As this analysis reflects, the cash flow benefits to the city are essentially at a breakeven point, however, any additional capitalization cost specifically attributable to this project will impact the cash flow projections as presented.

City of Annapolis  
Hayes Property Annexation Analysis  
January 2012

ppd by: BTM

	<i>Fiscal Year 2010 Assessment &amp; Tax Rate Data</i>			<i>Fiscal Year 2013 Assessment &amp; Tax Rate Data</i>		
	Incremental Increase	Average Tax Bill	Average Assessment	Average Assessment@ 88%	Average Tax Bill	Total Tax Bill
	\$					
Based on 47 Townhouses						
<b><u>Long - Term Revenues</u></b>						
Total RE Taxes ( Land Only)	4,373.26					
RE Taxes; full value						
14 units @ 2,037 sq ft/	27,206.17	1,943.30	366,659.97	322,660.78	1,806.90	25,296.60
27 units @ 1,907 sq ft/	49,120.51	1,819.28	343,260.03	302,068.82	1,691.59	45,672.81
6 units @ Moderate Priced	7,314.00	1,219.00	230,000.00	202,400.00	1,133.44	6,800.64
	<u>83,640.68</u>					<u>77,770.05</u>
State Income						
Full Market (41) @ 450.69	18,478.29					18,478.29
MPDU (6) @ 300.46	1,802.76					1,802.76
	<u>20,281.05</u>					<u>20,281.05</u>
Cable TV Franchise Fees						
	2,100.36					2,100.36
Highway Taxes						
	319.24					319.24
Electricity, Gas, Telephone and Fuel Oil Taxes						
	1,242.92					1,242.92
Use of Money						
	0.00					0.00
	<u>3,662.52</u>					<u>3,662.52</u>
Total Additional Revenues	<u>107,584.25</u>					<u>101,713.62</u>
<b><u>Associated Incremental Expenses</u></b>						
Police	20,249.48					20,249.48
Fire Department	23,977.99					23,977.99
Parks and Recreation	5,957.25					5,957.25
Public Works						
Roads	6,382.60					6,382.60
Other Divisions	1,993.27					1,993.27
Snow and Ice	2,000.00					2,000.00
DNEP	2,881.10					2,881.10
Transportation	0.00					0.00
Mayor	3,149.47					3,149.47
Finance	6,622.30					6,622.30
Human Resources	1,556.17					1,556.17
Planning and Zoning	2,730.70					2,730.70
Central Services	3,524.06					3,524.06
Debt Service	13,643.63					13,643.63
Total Incremental Expenditures	<u>94,668.02</u>					<u>94,668.02</u>
Net: Positive <Negative> City Cash Flow	<u>12,916.23</u>					<u>7,045.60</u>

## **Policy Report**

### **Resolution R-45-11**

#### **Annexation Plan – Hayes Property**

The proposed resolution R-45-11 has an annexation plan attached for the Hayes Property. The Hayes Property is contiguous to the existing boundary of the City and located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

In January 2011, K. Hovnanian Homes of Maryland, L.L.C., Hogan Holding Company, LC, James J. Blackwell, Roxanne Winn, and Buckley W. Hayes (the "Petitioners") submitted a Petition for Annexation to the City of Annapolis for 7.374 acres of property known as the Hayes Property. The Petitioners proposed that the Hayes Property be zoned upon annexation within the R3 – General Residence District and within the R1-B – Single-Family Residence District, addressed in proposed ordinance O-38-11.

As required by § 19 (o) of Article 23A of the Annotated Code of Maryland, the adoption of the annexation plan through R-45-11 is necessary before consideration of O-38-11 and companion resolution R-47-11 that accomplishes the annexation of the Hayes Property into the City of Annapolis.

Prepared by Jessica Cowles, Legislative and Policy Analyst in the City of Annapolis Office of Law at 410.263.1184 or JCCowles@annapolis.gov.



City of Annapolis  
Committee Referral Action

**Date:** 12/15/11  
**To:** Gina Watkins-Eldridge, City Clerk  
**From:** Jacquelyn Rouse, Planning Administrator

The Planning Commission has reviewed R-45-11; R-47-11 and O-38-11 and has taken the following action:

**FAVORABLE WITH AMENDMENTS**

**Meeting Date:** 12/15/11

The recommendation is attached

City of



Annapolis

PLANNING COMMISSION  
(410) 263-7961  
MUNICIPAL BUILDING  
ANNAPOLIS, MARYLAND 21401

December 15, 2011

**MEMORANDUM**

**To: Annapolis City Council**  
**From: Planning Commission**  
**Re: Findings for the Hayes Property Annexation - Resolution R-45-11: Annexation Plan;  
R-47-11: Annexation Resolution of Approval and Ordinance O-38-11: Designation of  
Zoning**

**SUMMARY**

The property proposed for annexation is a 7.4 acre parcel of land. The property is located near the intersection of Forest drive and Old Solomons Island Road. It consists of 7 parcels accessed by a utility easement from Dorsey Drive; Neal Street, an unimproved right of way; and an unimproved extension of Dorsey Drive.

The impetus for annexation is the applicant's desire to develop the property. The petitioner has stated that public water and sewer are not available to the site from Anne Arundel County and that annexation would allow for the extension of these services from areas presently served by the City. No plans for the development of the property have been submitted to the City to date. A Concept Plan, required under state law as a component of the Annexation Plan has been submitted.

The applicant initially requested R3, General residence district zoning and subsequently revised the request to R4, General residence district zoning. Both allow the development of multi-family residential uses, including townhouses and apartments. The R4 zoning allows a greater number of dwelling units per acre and has less restrictive bulk requirements.

On November 17, 2011, the Planning Commission held its regularly scheduled meeting and heard the proposed petition for annexation, approval of an annexation plan and concept plan for the property and the designation of the zoning classification for the property after annexation, being properly advertised in accordance with the Annapolis City Code.

**STAFF RECOMMENDATION**

At the meeting referenced above, the Planning staff presented their analysis of the annexation petition, annexation plan and concept plan and designation of zoning classification with recommended conditions in a report dated November 9, 2011 and an addendum to the staff report dated November 17, 2011...

Staff presented a revised recommendation for an alternative concept plan and amendments to the Annexation Plan (R-45-11) as well as to the zoning designation (O-38-11). These amendments would

allow R4, General Residence District zoning of the portion of the property for which R3 zoning had been requested with the following additional restrictions:

- maximum lot coverage of 45% for structures and parking;
- maximum height of 55 feet if all setbacks are increased by one foot for each foot of height in excess of 40 feet;
- maximum number of 158 dwelling units for the R4 portion of the site.
- a conservation easement on the portion of the site with steep slopes with only the stormwater outfall, existing utilities and passive recreation uses, such as a walking path, allowed.

These recommendations were in addition to the revisions to R-45-11 identified in the staff report. The Department of Public Works recommended revisions to the Annexation Plan to address the following issues. The proposed development does not include any public roads, street lights, street maintenance, trash and snow removal – this will all be privately maintained through a homeowners’ association. The revisions clarify that the property owners are responsible for all costs associated with these improvements and that where applicable, all work shall be in accordance with the City of Annapolis Standard Specifications and Details; specify that the Petitioner shall be required to connect to both the City’s water distribution and wastewater collection system located near the intersection of Old Solomons Island Road and Neal Street; specify that if any intersection improvements are required in conjunction with the proposed development that they are the responsibility of the petitioner;

The annexation petition was evaluated by the appropriate reviewing agencies, including the Departments of Neighborhood and Environmental Programs, Fire, Police, Public Works, Transportation, Recreation and Parks whose comments are included in the analysis component of the staff report. The Finance department also reviewed the Fiscal Impact Analysis. Both Anne Arundel County and the Maryland Department of Planning were asked to comment on the annexation request. All comments received were included as an attachment to the staff report. The property to be annexed is largely undeveloped and currently has minimal impact on municipal services. However, development of the portion of the property that is not characterized by steep slopes is anticipated. The result of annexation is that land becomes incorporated into the City and, therefore, subject to the same opportunities and constraints as all other such incorporated land. Issues associated with the impact on services, such as school capacity, traffic impact, provision of fire, police and municipal services will be addressed through the development review process.

#### **APPLICANT’S PRESENTATION**

The applicant presented testimony with regard to the annexation’s compliance with applicable code requirements of city and State law. .

#### **PUBLIC HEARING AND DELIBERATION**

In accordance with the Annapolis City Code, a public hearing was held and the public was invited to comment on the proposed annexation. A number of residents of nearby communities spoke. They expressed concerns such as tax increases, traffic effects and related issues.

After the close of the public hearing on November 17, 2011, the Planning Commission asked questions of staff and the applicant and entered into deliberations. Much of the Commission’s deliberation centered on the steep slopes and environmental sensitivity of a large portion of the property. The Planning Commission requested that staff incorporate all of the above-referenced recommendations into a revised R-45-11 including a revised concept plan and tabled the application until the meeting of December 1, 2011.

At the December 1, 2001 meeting, the Planning Commission reviewed the revised R-45-11 and the revised Concept Plan. The Planning Commission determined that they concurred with the staff's recommendations with respect to the particular characteristics of the site. The revisions to the Concept plan would provide for some development on the buildable portion of the property and protection of the portion of the property that is environmentally sensitive.

### RECOMMENDATION

The Planning Commission is required by state law to evaluate the proposed zoning designations of annexed property and its compliance with the general development plan of the City.

The Hayes property was reviewed for compliance with the 2009 Annapolis Comprehensive Plan. The property is designated "Residential" on the City's Proposed Land Use Map and is located adjacent to the Outer West Street Opportunity Area and is also within a Municipal Growth Area.

As required by Article 23A, Section 9 of State law, annexation cannot permit development of the annexed land for land uses substantially different than the use authorized, or at a substantially higher, not to exceed 50%, density than could be granted for the proposed development, in accordance with the zoning classification of the county applicable at the time of the annexation without the express approval of the board of county commissioners or county council of the county in which the municipality is located. The proposed zoning complies with this requirement.

In conjunction with the recommended zoning designation, the 2009 Annapolis Comprehensive Plan should be amended to reflect the inclusion of the properties in the City boundaries. Based on the above recommendations, it can be concluded that "the annexation is in conformance with the plans of the general development of the City and of the County".

The Planning Commission, by a vote of 4-0 with two abstentions, recommends approval of the petition, subject to:

- The revisions to R-45-11 recommended in the staff report. The revised version of R-45-11 and the Concept Plan are attachments to the addendum to the staff report dated November 23, 2011.
- Appropriate amendments to R-47-11 and O-38-11, including an amendment to the 2009 Annapolis Comprehensive Plan should also be made as determined necessary by the Office of Law in order to reflect the amendments to R-45-11.

Adopted this 15<sup>th</sup> day of December, 2011



David DiQuinzio, Chair

**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-45-11**

**Introduced by: Mayor Cohen and Alderwoman Hoyle**

**Comment:** PLANNING COMMISSION RECOMMENDED REVISIONS – TRACK CHANGES VERSION

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	180 Day Rule
7/25/11			N/A
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't Planning Commission	7/25/11 7/25/11		<b>Travels with O-38-11 and R-47-11</b>

**A RESOLUTION** concerning

**Annexation Plan – Hayes Property**

**FOR** the purpose of adopting an annexation plan for the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

**WHEREAS,** on January 14, 2011, K. Hovnanian Homes of Maryland, L.L.C., Hogan Holding Company, LC, James J. Blackwell, Roxanne Winn, and Buckley W. Hayes (collectively, "Petitioners") submitted a Petition for Annexation to the City of Annapolis for 7.374 acres of property known as the Hayes Property, which Petition for Annexation shall be addressed by the City Council in a Resolution forthcoming after the Annexation Plan is ratified; and

**Comment:** Parties to the Annexation Plan are limited to the property owners and The City. Under Article 23A, petitioners for an annexation are required to be property owners.

**WHEREAS,** the Petitioners proposed that the Hayes Property be zoned upon annexation within the R3 – General Residence District and within the R1-B – Single-Family Residence District, which zoning shall be addressed by the City Council in an Ordinance forthcoming after the Annexation Plan is ratified; and

**Comment:** R4

**WHEREAS,** as required by § 19 (o) of Article 23A of the Annotated Code of Maryland, an annexation plan shall be adopted by the City Council in connection with the annexation of the Hayes Property; and

**Comment:** WHEREAS, pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), the property owners and the city Council have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Annexation Area.

**WHEREAS,** on \_\_\_\_, 2011, the City Council conducted a public hearing on the proposed annexation of the Hayes Property, at which time the annexation plan was open to public review and discussion, which annexation plan had been provided to Anne Arundel County and to the Maryland Department of Planning at least thirty (30) days prior to the public hearing; and

1  
2 **WHEREAS,** having considered the proposed annexation, the proposed zoning, the testimony  
3 and evidence presented thereon, the reports and recommendations of the  
4 Planning Commission and the Department of Planning and Zoning, and the  
5 information and opinions provided by other persons, departments, and agencies,  
6 having weighed the information, and having completed and finalized the  
7 annexation plan so as to appropriately plan for the incorporation into and the  
8 potential development of the Hayes Property within the City, the Council now  
9 adopts an annexation plan for the Hayes Property.

**Comment:** WHEREAS, The obligations of the parties hereto set forth herein are contingent upon the adoption of an Annexation Resolution R-47-11 and shall be void in the event the City Council fails to effect such annexation or such annexation is invalidated by referendum or otherwise.

10  
11  
12  
13 **NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the  
14 Annexation Plan for the Hayes Property attached hereto be, and it is hereby, adopted.

15  
16 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that this Resolution  
17 shall take effect on the date of adoption, and that all parties to the Annexation Plan shall  
18 cooperatively endeavor to ratify the Annexation Plan in as prompt a manner as is possible.  
19

20  
21  
22 **ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2011.  
23

24  
ATTEST: THE ANNAPOLIS CITY COUNCIL

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC, City Clerk

BY \_\_\_\_\_  
Joshua J. Cohen, Mayor

25  
26  
27 **EXPLANATION:**  
28 Highlighting indicates matter added to existing law.  
29 ~~Strikeout indicates matter deleted from existing law.~~  
30 Underlining indicates amendments.  
31  
32  
33  
34  
35

## ANNEXATION PLAN

THIS ANNEXATION PLAN (the "Plan") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between THE CITY OF ANNAPOLIS, MARYLAND, a municipal corporation of the State of Maryland (the "City"), and K. HOVNANIAN HOMES OF MARYLAND, L.L.C., HOGAN HOLDING COMPANY, LC, JAMES J. BLACKWELL, ROXANNE WINN, and BUCKLEY W. HAYES (collectively, "Petitioners").

**Comment:** The Annexation Plan is an agreement between the property owners and the City. The developer is not a party to this agreement

### Recitals

- A. WHEREAS, on January 14, 2011, the Petitioners filed with the City a Petition for Annexation (the "Petition"), which Petition the Office of the City Clerk determined to have satisfied all laws and regulations pertaining to the preparation, execution, notification, and filing thereof codified within the Code of the City of Annapolis (the "City Code") and within the Annotated Code of Maryland (the "State Code");
- B. WHEREAS, the properties proposed for annexation in the Petition are fully and accurately identified in the Petition and its supporting exhibits, are contiguous to and adjoin the existing corporate boundary of the City, collectively contain 7.374 acres, more or less, and are known as the Hayes Property (the "Property");
- C. WHEREAS, as described in detail in the Petition, the owners of the various parcels comprising the Property are James J. Blackwell, Roxanne Winn, and Buckley W. Hayes. Hogan Holding Company, LC is the contract purchaser of the Property. K. Hovnanian Homes of Maryland, L.L.C. is the holder of a right to purchase Hogan Holding Company, LC's contract rights in the Property. Hogan Holding Company, LC and K. Hovnanian Homes of Maryland, L.L.C. are collectively referred to herein in the singular as "Petitioner";
- D. WHEREAS, in accordance with § 19 (o) of Article 23A of the State Code, which requires that an annexation plan shall be adopted by the City Council of the City of Annapolis (the "Council") in connection with the annexation of the Property, this annexation plan was prepared and was open to public review and discussion at the Council's public hearing on the proposed annexation of the Property, and had been provided to Anne Arundel County and to the Maryland Department of Planning at least thirty (30) days prior to the Council's public hearing;
- E. WHEREAS, the Property was included within Growth Area "A" in the 2009 Annapolis Comprehensive Plan, which designated the area as eligible for annexation and appropriate for establishing a logical boundary for the City's jurisdictional limits; and

**Comment:** The Annexation Plan is an agreement between the property owners and the City. The developer is not a party to this agreement

**Comment:** Separate public hearing required.

F. WHEREAS, the City and the Petitioners desire to appropriately plan for the incorporation into and the potential development of the Property within the City of Annapolis; and

G. WHEREAS, the City and the Petitioners voluntarily enter into this Plan to ensure such circumstances and to fulfill the requirements of § 19 (o) of Article 23A of the State Code, and the parties hereto covenant that they have the full right, power, and authority to enter into, carry out, perform, and execute this Plan.

NOW, THEREFORE, in consideration of the mutual interests, covenants, promises, agreements, and undertakings set forth herein, including the preceding Recitals, the accuracy and sufficiency of which is expressly acknowledged, the City and the Petitioners mutually agree as follows:

1. Conceptual Plan of Development. The City and the Petitioner contemplate that development of the Property shall generally take the form illustrated on the conceptual site plan identified as "Conceptual Site Plan #1", prepared by Bay Engineering, Inc., dated July, 2010, and attached hereto as Exhibit "A". The City and the Petitioner acknowledge that changes to this layout may be made as part of the application, approval, and permitting processes. The City and the Petitioner further acknowledge that, in accordance with § 9 (c) (1) of Article 23A of the State Code, for a period of five years following the annexation of the Property, the City may not permit development of the Property for land uses substantially different than the use authorized, or at a substantially higher, not to exceed 50%, density than could be granted for the proposed development, in accordance with the zoning classification of Anne Arundel County applicable at the time of the annexation without the express approval of Anne Arundel County.

Comment: Change date

Comment: The Concept Site Plan includes a Conservation Easement for all areas of the site that are in steep slopes. Within the Conservation Easement, the only uses that shall be allowed are passive recreation uses, such as a walking path, existing utilities and a stormwater outfall.

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Comment: Developable Area of the Site is identified on the Concept Plan. Development is subject to the following restrictions: The maximum number of dwelling units shall not exceed 158. The maximum lot coverage shall be 45% for structures and parking. The maximum height shall be 55 feet if all setbacks are increased by one foot for each foot of height in excess of 40 feet. Access to the site shall be from the existing easement at the intersection of Dorsey Drive and Old Solomons Island Road and the existing row Neal Street.

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4. Provision of Public Services. The City shall not be obligated to provide public services, including, but not limited to, street maintenance, snow removal, solid waste removal (refuse, yard waste recycling, recycling), to the Property unless the Property is properly permitted for and developed with a public roadway for which the City has accepted a fee simple deed for the right-of-way ownership, and the City shall not be obligated to provide such public services on any existing or subsequently developed private rights-of-way, easements, and/or driveways.

5. Infrastructure Fees and Facilities. The Petitioner shall be solely and jointly and severally responsible for all costs, including but not limited to all engineering and construction costs, associated with the extension of utility mains, the water distribution system, the wastewater collection system, wastewater pumping stations, water booster stations, tap fees, connection charges, capital facility fees, capital assessment charges, and construction inspection fees. The parties acknowledge that, while preliminary studies indicate that water and sewer facilities will be adequate for development of the Property and that sewer service can and should be handled by gravity flow, Petitioner shall comply with all applicable City laws and policies related to the adequacy of public facilities in connection with the development of the Property. The Petitioner shall be required to connect to both the City's water distribution and wastewater collection system located near the intersection of Old Solomons Island Road and Neal Street. Where applicable, all work shall be in accordance with the City of Annapolis Standard Specifications

and Details. The City, and other applicable agencies, will review and approve all infrastructure for compliance with all applicable requirements.

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6. Facilities Improvements and Ownership. The Petitioner shall pay and shall be solely and jointly and severally responsible for all costs, including, but not limited to all engineering and construction costs, associated with the construction of internal roadways, curb and gutters, sidewalks, street lighting, storm drain systems and stormwater management facilities, and shall be the owner of all such internal facilities. Stormwater management facilities shall be owned, inspected, maintained, repaired, and replaced by the Petitioner in accordance with City and State requirements. Petitioner shall be solely responsible for paying for all costs, including right-of-way acquisition costs, associated with any capacity increase, alignment change and/or any alignment change to new or existing roadways should said increase be required by the City, County, or State. Where applicable, all work shall be in accordance with City of Annapolis Standard Specifications and Details. The City and other applicable agencies shall review and approve all infrastructure and facilities for compliance with applicable requirements.

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7. Street Lights. The Petitioner shall be responsible for the installation of street lighting for the property. All street lights require approval by the City of Annapolis, for style, type and luminosity. If the roadways are to be owned by the City of Annapolis, the street light must be selected from the models offered for lease by BGE, and street lighting maintenance will be by lease arrangement between BGE and the City of Annapolis. If the roadways are to remain private, the petitioner may select lighting from another source provide it is approved by the City of Annapolis for style, type and luminosity. The Petitioner shall pay for all costs associated with street lighting until the release of the maintenance bond and the conveyance and acceptance of the road rights of way by either the Home Owners Association or the City of Annapolis. Additionally, the Petitioner shall prepay, to the City or the Home Owners Association, as appropriate, for an additional one year of energy costs immediately prior to the release of the Maintenance Bond.

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Inserted: ed, by the City of Annapolis, for style, type and luminosity. If the roadways are to be owned by the City of Annapolis, then the street light must be selected from the models offered for lease by BGE

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8. Traffic Signs and Signals. The Petitioner shall solely pay and be jointly and severally responsible for all costs associated with traffic signs and/or signals which may be required in connection with the development of the Property. The City and other applicable agencies shall review and approve all such traffic-related improvements for compliance with applicable requirements.

Comment: Access to the site shall be as noted on the Concept Plan

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9. Infrastructure (“Performance”) Bond. The Petitioner, in a format to be provided by the City and to the satisfaction of the City, shall jointly and severally bond all infrastructure and facility improvements for the full cost of the improvements so that, in the event that the Petitioner cannot complete the work for any reason, the City will have the financial resources to do so. Once the infrastructure and facilities have been conditionally accepted by the City, and after all requirements of the City and all other applicable agencies have been fulfilled, the bond may, in the City’s sole discretion, be reduced to a one-year maintenance bond at a minimum of ten percent (10%) of the full bond. The Petitioner shall jointly and severally guarantee all costs of infrastructure improvements which exceed the amount of bond coverage.

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Comment: I don't understand what this means

10. Infrastructure Inspection, Maintenance, Repair and Replacement. The City shall not be responsible for infrastructure or facilities operational inspection, maintenance, repair or replacement during construction, including snow removal and solid waste removal (i.e., refuse, yard waste, and recycling collection), water distribution and wastewater collection systems operations and maintenance, pump station operations and maintenance, and road repairs and operation. If the rights-of-way are to be owned by the City, which shall occur in the City's sole discretion, the City's responsibility for inspection, maintenance, repair or replacement of such infrastructure or facilities shall not be activated until the City's final and complete infrastructure inspection and approval, acceptance of deeds or other instruments of conveyance, and final release of maintenance bond. The City shall not be responsible for infrastructure or facilities operational inspection, maintenance repair or replacement during or after construction if the rights-of-way remain private.

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11. Natural Features. The City and the Petitioners acknowledge that the Property contains significant steep slopes toward the southern and southeastern property boundaries and the parties further recognize that, due to the slopes' environmental significance to Church Creek, it may not be suitable for buildings and/or utilities to be constructed in these areas. Petitioner shall undertake or cause or allow to be caused minimal disturbance to these features, and shall utilize sediment control measures, approved by the Anne Arundel Soil Conservation District, in the development process, and shall comply with all applicable City and State Critical Areas laws and regulations.

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Comment: This area of the site shall be placed in a Conservation Easement as delineated on the Concept Plan and subject to the restrictions shown on the Concept Plan.

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12. Binding Effect. The terms, conditions, and provisions of this Plan shall be deemed as covenants running with the Property and shall be binding upon and shall inure to the benefit of the parties hereto, any successor municipal authorities of the City, successor owners of record of the Property, and their respective heirs, personal representatives, successors, grantees, and assigns. It is expressly understood and agreed by the parties that the benefits, rights, duties, and obligations hereunder are conferred and imposed upon the parties only upon and contingent upon the City's annexation of the Property. It is further expressly understood and agreed that the Petitioner may assign its benefits, rights, duties, and obligations hereunder either as part of the conveyance of the Property as an entirety or severally as part of the conveyances of portions of the Property, that any such conveyance or assignment is permissible without the consent of the City, any of its elected official, employees, or agents, that the obligations and responsibilities expressed in this Plan shall be binding upon and applicable to the owner of the Property as may exist from time to time, and that such owner of the Property shall undertake, perform, or otherwise meet each obligation or responsibility when the same may arise. No provision of this Plan shall create any third party beneficiary rights or other rights in any person or entity not a party hereto.

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At such time as K. Hovnanian Homes of Maryland ("Hovnanian"), or any of its affiliated entities, acquires title to the Property, Hovnanian (or its affiliated entity, as the case may be) shall be the sole party that the City shall require to perform hereunder. Hovnanian, or the Petitioners, may assign their respective rights arising out of the Property, however, prior to such assignment, if done prior to the development of the Property contemplated herein, the City must consent to the assignment, which consent shall not be unreasonably withheld.

Comment: Delete all references not to property owners

- | 13. Cooperation of Parties. The parties shall take all reasonable actions and do all things reasonably necessary or appropriate to carry out and to expedite the terms and provisions of this Plan and to generally enable the parties' compliance with the terms and provisions of this Plan. Formatted: Bullets and Numbering
- | 14. Recordation. This Plan shall be recorded among the Land Records of Anne Arundel County by and at the expense of the Petitioner, following which the Petitioner shall provide the original of the recorded Plan to the City. Formatted: Bullets and Numbering
- | 15. Modification of Plan. No portion of this Plan shall be amended, waived, modified, discharged, or terminated except by an instrument in writing signed by all parties hereto or their successors, grantees, or assigns and witnessed and notarized. Formatted: Bullets and Numbering  
Comment: And recorded in the Land Records of Anne Arundel County
- | 16. Headings. Descriptive headings herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Plan. Formatted: Bullets and Numbering
- | 17. Severability. In the event that any one or more of the provisions contained in this Plan shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed as if such invalid, illegal, or unenforceable provision had never been herein contained. Formatted: Bullets and Numbering
- | 18. Enforceability. This Plan shall be specifically enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action or suit at law or in equity to secure the performance of the covenants herein contained. Venue for all actions arising from this Plan shall be the Courts of Anne Arundel County, Maryland. In any such action, the parties waive their right, if any, to trial by jury. Formatted: Bullets and Numbering

IN WITNESS WHEREOF, the parties have executed and sealed this Plan as of the day and year first above written.

**SIGNATURE PAGES FOLLOW**

Witness:

**K. Hovnanian Homes of Maryland, L.L.C.**  
A Maryland limited liability company

By: \_\_\_\_\_  
A. Hugo DeCesaris, (Seal)  
Region President

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared A. Hugo DeCesaris, Region President of K. Hovnanian Homes of Maryland, L.L.C., and acknowledged that, being authorized to so do, he has executed this Annexation Plan as the act and deed of K. Hovnanian Homes of Maryland, L.L.C. for the purposes therein contained.

Witness my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Witness:

**Hogan Holding Company, LC**  
A Maryland limited company

By: \_\_\_\_\_  
Timothy S. Hogan, (Seal)  
Member

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared Timothy S. Hogan, Member of Hogan Holding Company, LC, and he acknowledged that, being authorized to so do, he has executed this Annexation Plan as the act and deed of Hogan Holding Company, LC for the purposes therein contained.

Witness my hand and notarial seal.

Deleted: ATTEST:  
THE CITY OF ANNAPOLIS  
By:  
Regina Watkins-Eldridge, City Clerk  
Joshua J. Cohen, (Seal)  
Mayor of the City of Annapolis  
Approved as to form and legal sufficiency:  
Karen Hardwick, Esq., City Attorney  
State of Maryland, Anne Arundel County, to wit:  
I hereby certify that on this \_\_\_ day of \_\_\_\_\_, 2011 before me, a notary public, in and for the State and County aforesaid, did personally appear, Joshua J. Cohen, Mayor of the City of Annapolis, Maryland, who acknowledged that he is authorized to execute this Annexation Plan on behalf of the City of Annapolis, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.  
Witness my hand and notarial seal.  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
Page Break  
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\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Witness:

\_\_\_\_\_

James J. Blackwell (Seal)

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared James J. Blackwell, and he acknowledged that he has executed this Annexation Plan as his act and deed for the purposes therein contained.

**Witness** my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Roxanne Winn (Seal)

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared Roxanne Winn, and she acknowledged that she has executed this Annexation Plan as her act and deed for the purposes therein contained.

**Witness** my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

1 Witness:  
2  
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5 \_\_\_\_\_  
6 Buckley W. Hayes (Seal)  
7

8  
9 STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:  
10

11 I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do  
12 hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011  
13 before me personally appeared Buckley W. Hayes, and he acknowledged that he has executed  
14 this Annexation Plan as his act and deed for the purposes therein contained.  
15

16 **Witness** my hand and notarial seal.  
17

18 \_\_\_\_\_  
19 Notary Public  
20 My Commission Expires: \_\_\_\_\_  
21



*City of Annapolis*

**DEPARTMENT OF PLANNING AND ZONING**

145 Gorman Street, 3<sup>rd</sup> Floor, Annapolis, Maryland 21401

Annapolis 410-263-7961 • FAX 410-263-1129 • TDD 410-263-7943

JON ARASON, AICP  
DIRECTOR

November 23, 2011

To: Planning Commission

From: Jon L. Arason, AICP  
Planning and Zoning Director

Re: Addendum to Staff Report: Hayes Property Annexation  
File No. ANX2011-001

**SUMMARY**

At the November 17, 2011 Planning Commission public hearing on the Hayes Property annexation, staff presented a revised recommendation for an alternative concept plan and amendments to the Annexation Plan (R-45-11) as well as to the zoning designation (O-38-11) These amendments would allow R4, General Residence District zoning of the portion of the property for which R3 zoning had been requested with the following additional restrictions:

- maximum lot coverage of 45% for structures and parking;
- maximum height of 55 feet if all setbacks are increased by one foot for each foot of height in excess of 40 feet;
- maximum number of 158 dwelling units for the R4 portion of the site.
- a conservation easement on the portion of the site with steep slopes with only the stormwater outfall, existing utilities and passive recreation uses, such as a walking path, allowed.

These recommendations were in addition to the revisions to R-45-11 recommended in the staff report and requested by the Department of Public Works.

Planning Commission requested that staff incorporate all of the above-referenced recommendations into a revised R-45-11 including a revised concept plan. Attached are both an edited version of R-45-11 showing all the recommended revisions in Track Changes format and a version with Changes Accepted.

Report Prepared by

*Jacquelyn M. Rouse*  
Jacquelyn M. Rouse, AICP  
Planning Administrator

CITY COUNCIL OF THE  
**City of Annapolis**

Resolution No. R-45-11  
**PLANNING COMMISSION REVISIONS**

Introduced by: Mayor Cohen and Alderwoman Hoyle

LEGISLATIVE HISTORY			
First Reading 7/25/11	Public Hearing	Fiscal Impact Note	180 Day Rule N/A
Referred to Rules and City Gov't Planning Commission	Referral Date 7/25/11 7/25/11	Meeting Date	Action Taken  Travels with O-38-11 and R-47-11

**A RESOLUTION** concerning

Annexation Plan – Hayes Property

**FOR** the purpose of adopting an annexation plan for the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

**WHEREAS,** on January 14, 2011, **James J. Blackwell, Roxanne Winn, and Buckley W. Hayes (collectively, "Petitioners")** submitted a Petition for Annexation to the City of Annapolis for 7.374 acres of property known as the Hayes Property, which Petition for Annexation shall be addressed by the City Council in a Resolution forthcoming after the Annexation Plan is ratified; and

**WHEREAS,** the Petitioners proposed that the Hayes Property be zoned upon annexation within the **R4-** General Residence District and within the **R1-B -** Single-Family Residence District, which zoning shall be addressed by the City Council in an Ordinance forthcoming after the Annexation Plan is ratified; and

**WHEREAS,** as required by § 19 (o) of Article 23A of the Annotated Code of Maryland, an annexation plan shall be adopted by the City Council in connection with the annexation of the Hayes Property; and

**WHEREAS,** pursuant to the authority pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), the property owners and the city Council have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Annexation Plan

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**WHEREAS,** on \_\_\_\_, 2011, the City Council conducted a public hearing on the proposed annexation of the Hayes Property, at which time the annexation plan was open to public review and discussion, which annexation plan had been provided to Anne Arundel County and to the Maryland Department of Planning at least thirty (30) days prior to the public hearing; and

**WHEREAS,** having considered the proposed annexation, the proposed zoning, the testimony and evidence presented thereon, the reports and recommendations of the Planning Commission and the Department of Planning and Zoning, and the information and opinions provided by other persons, departments, and agencies, having weighed the information, and having completed and finalized the annexation plan so as to appropriately plan for the incorporation into and the potential development of the Hayes Property within the City, the Council now adopts an annexation plan for the Hayes Property; and

**WHEREAS,** the obligations of the parties hereto set forth herein are contingent upon the adoption of an Annexation Resolution R-47-11 and shall be void in the event the City Council fails to effect such annexation or such annexation is invalidated by referendum or otherwise.

NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL that the Annexation Plan for the Hayes Property attached hereto be, and it is hereby, adopted.

AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL that this Resolution shall take effect on the date of adoption, and that all parties to the Annexation Plan shall cooperatively endeavor to ratify the Annexation Plan in as prompt a manner as is possible.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC, City Clerk

\_\_\_\_\_  
Joshua J. Cohen, Mayor

**EXPLANATION:**  
~~Highlighting indicates matter added to existing law.~~  
~~Strikeout indicates matter deleted from existing law.~~  
Underlining indicates amendments.

## ANNEXATION PLAN

THIS ANNEXATION PLAN (the "Plan") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between THE CITY OF ANNAPOLIS, MARYLAND, a municipal corporation of the State of Maryland (the "City"), and **JAMES J. BLACKWELL, ROXANNE WINN, and BUCKLEY W. HAYES** (collectively, "Petitioners").

### Recitals

- A. WHEREAS, on January 14, 2011, the Petitioners filed with the City a Petition for Annexation (the "Petition"), which Petition the Office of the City Clerk determined to have satisfied all laws and regulations pertaining to the preparation, execution, notification, and filing thereof codified within the Code of the City of Annapolis (the "City Code") and within the Annotated Code of Maryland (the "State Code");
- B. WHEREAS, the properties proposed for annexation in the Petition are fully and accurately identified in the Petition and its supporting exhibits, are contiguous to and adjoin the existing corporate boundary of the City, collectively contain 7.374 acres, more or less, and are known as the Hayes Property (the "Property");
- C. WHEREAS, as described in detail in the Petition, the owners of the various parcels comprising the Property are **James J. Blackwell, Roxanne Winn, and Buckley W. Hayes** and are collectively referred to herein in the singular as "Petitioner".
- D. WHEREAS, in accordance with § 19 (o) of Article 23A of the State Code, which requires that an annexation plan shall be adopted by the City Council of the City of Annapolis (the "Council") in connection with the annexation of the Property, this annexation plan was prepared and was open to public review and discussion at the Council's public hearing and had been provided to Anne Arundel County and to the Maryland Department of Planning at least thirty (30) days prior to the Council's public hearing;
- E. WHEREAS, the Property was included within Growth Area "A" in the 2009 Annapolis Comprehensive Plan, which designated the area as eligible for annexation and appropriate for establishing a logical boundary for the City's jurisdictional limits; and
- F. WHEREAS, the City and the Petitioners desire to appropriately plan for the incorporation into and the potential development of the Property within the City of Annapolis; and
- G. WHEREAS, the City and the Petitioners voluntarily enter into this Plan to ensure such circumstances and to fulfill the requirements of § 19 (o) of Article 23A of the State Code, and the parties hereto covenant that they have the full right, power, and authority to enter into, carry out, perform, and execute this Plan.

NOW, THEREFORE, in consideration of the mutual interests, covenants, promises, agreements, and undertakings set forth herein, including the preceding Recitals, the accuracy

and sufficiency of which is expressly acknowledged, the City and the Petitioners mutually agree as follows:

**1. Conceptual Plan of Development.** The City and the Petitioner contemplate that development of the Property shall generally take the form illustrated on the conceptual site plan identified as "Conceptual Site Plan", prepared by Bay Engineering, Inc., dated **November, 2011** and attached hereto as Exhibit "A". The City and the Petitioner acknowledge that changes to this layout may be made as part of the application, approval, and permitting processes. The City and the Petitioner further acknowledge that, in accordance with § 9 (c) (1) of Article 23A of the State Code, for a period of five years following the annexation of the Property, the City may not permit development of the Property for land uses substantially different than the use authorized, or at a substantially higher, not to exceed 50%, density than could be granted for the proposed development, in accordance with the zoning classification of Anne Arundel County applicable at the time of the annexation without the express approval of Anne Arundel County.

**2. Conservation Easement.** The Conceptual Site Plan includes a Conservation Easement for all areas of the site that are in steep slopes. The demarcation of the upper boundary of the Conservation Easement is approximate and shall be adjusted during the development review process to include all areas of the site with steep slopes. Within the Conservation Easement, the only uses that shall be allowed are passive recreation uses, such as a walking path, existing utilities and a stormwater outfall.

**3. Developable Area.** A Developable Area of the Site is identified on the Conceptual Site Plan. Development is subject to the following restrictions:

- a. The maximum number of dwelling units shall not exceed 159.
- b. The maximum lot coverage shall be 45% for structures and parking.
- c. The maximum height shall be 55 feet if all setbacks are increased by one foot for each foot of height in excess of 40 feet.
- d. Access to the site shall be from the existing easement at the intersection of Dorsey Drive and Old Solomons Island Road and the existing row Neal Street.

**4. Provision of Public Services.** The City shall not be obligated to provide public services, including, but not limited to, street maintenance, snow removal, solid waste removal (refuse, yard waste recycling, recycling), to the Property unless the Property is properly permitted for and developed with a public roadway for which the City has accepted a fee simple deed for the right-of-way ownership, and the City shall not be obligated to provide such public services on any existing or subsequently developed private rights-of-way, easements, and/or driveways.

**5. Infrastructure Fees and Facilities.** The Petitioner shall be solely and jointly and severally responsible for all costs, including but not limited to all engineering and construction costs, associated with the extension of utility mains, the water distribution system, the wastewater collection system, wastewater pumping stations, water booster stations, tap fees, connection charges, capital facility fees, capital assessment charges, and construction inspection fees. The parties acknowledge that, while preliminary studies indicate that water and sewer facilities will be adequate for development of the Property and that sewer service can and should be handled by gravity flow, Petitioner shall comply with all applicable City laws and policies related to the adequacy of public facilities in connection with the development of the Property. The Petitioner shall be required to connect to both the City's water distribution and wastewater collection system located near the intersection of Old Solomons Island Road and Neal Street.

Where applicable, all work shall be in accordance with the City of Annapolis Standard Specifications and Details. The City, and other applicable agencies, will review and approve all infrastructure for compliance with all applicable requirements.

**6. Facilities Improvements and Ownership.** The Petitioner shall pay and shall be solely and jointly and severally responsible for all costs, including, but not limited to all engineering and construction costs, associated with the construction of internal roadways, curb and gutters, sidewalks, street lighting, storm drain systems and stormwater management facilities, and shall be the owner of all such internal facilities. Stormwater management facilities shall be owned, inspected, maintained, repaired, and replaced by the Petitioner in accordance with City and State requirements. Petitioner shall be solely responsible for paying for all costs, including right-of-way acquisition costs, associated with any capacity increase, alignment change and/or any alignment change to new or existing roadways should said increase be required by the City, County, or State. Where applicable, all work shall be in accordance with City of Annapolis Standard Specifications and Details. The City and other applicable agencies shall review and approve all infrastructure and facilities for compliance with applicable requirements.

**7. Street Lights.** The Petitioner shall be responsible for the installation of street lighting for the property. All street lights require approval by the City of Annapolis, for style, type and luminosity. If the roadways are to be owned by the City of Annapolis, the street light must be selected from the models offered for lease by BGE, and street lighting maintenance will be by lease arrangement between BGE and the City of Annapolis. If the roadways are to remain private, the petitioner may select lighting from another source provide it is approved by the City of Annapolis for style, type and luminosity. The Petitioner shall pay for all costs associated with street lighting until the release of the maintenance bond and the conveyance and acceptance of the road rights of way by either the Home Owners Association or the City of Annapolis. Additionally, the Petitioner shall prepay, to the City or the Home Owners Association, as appropriate, for an additional one year of energy costs immediately prior to the release of the Maintenance Bond.

**8. Traffic Signs and Signals.** The Petitioner shall solely pay and be jointly and severally responsible for all costs associated with traffic signs and/or signals which may be required in connection with the development of the Property. The City and other applicable agencies shall review and approve all such traffic-related improvements for compliance with applicable requirements. Access to the site shall be as noted on the Conceptual Site Plan.

**9. Infrastructure ("Performance") Bond.** The Petitioner, in a format to be provided by the City and to the satisfaction of the City, shall jointly and severally bond all infrastructure and facility improvements for the full cost of the improvements so that, in the event that the Petitioner cannot complete the work for any reason, the City will have the financial resources to do so. Once the infrastructure and facilities have been conditionally accepted by the City, and after all requirements of the City and all other applicable agencies have been fulfilled, the bond may, in the City's sole discretion, be reduced to a one-year maintenance bond at a minimum of ten percent (10%) of the full bond. The Petitioner shall jointly and severally guarantee all costs of infrastructure improvements which exceed the amount of bond coverage.

**10. Infrastructure Inspection, Maintenance, Repair and Replacement.** The City shall not be responsible for infrastructure or facilities operational inspection, maintenance, repair or replacement during construction, including snow removal and solid waste removal (i.e., refuse, yard waste, and recycling collection), water distribution and wastewater collection systems operations and maintenance, pump station operations and maintenance, and road repairs and operation. If the rights-of-way are to be owned by the City, which shall occur in the City's sole discretion, the City's responsibility for inspection, maintenance, repair or replacement of such infrastructure or facilities shall not be activated until the City's final and complete infrastructure inspection and approval, acceptance of deeds or other instruments of conveyance, and final release of maintenance bond. The City shall not be responsible for infrastructure or facilities operational inspection, maintenance repair or replacement during or after construction if the rights-of-way remain private.

**11. Natural Features.** The City and the Petitioners acknowledge that the Property contains significant steep slopes toward the southern and southeastern property boundaries and the parties further recognize that, due to the slopes' environmental significance to Church Creek, it may not be suitable for buildings and/or utilities to be constructed in these areas. This area of the site shall be placed in a Conservation Easement as delineated on the Concept Plan and subject to the restrictions shown on the Concept Plan.

Petitioner shall undertake or cause or allow to be caused minimal disturbance to these features, and shall utilize sediment control measures, approved by the Anne Arundel Soil Conservation District, in the development process, and shall comply with all applicable City and State Critical Areas laws and regulations.

**13. Binding Effect.** The terms, conditions, and provisions of this Plan shall be deemed as covenants running with the Property and shall be binding upon and shall inure to the benefit of the parties hereto, any successor municipal authorities of the City, successor owners of record of the Property, and their respective heirs, personal representatives, successors, grantees, and assigns. It is expressly understood and agreed by the parties that the benefits, rights, duties, and obligations hereunder are conferred and imposed upon the parties only upon and contingent upon the City's annexation of the Property. It is further expressly understood and agreed that the Petitioner may assign its benefits, rights, duties, and obligations hereunder either as part of the conveyance of the Property as an entirety or severally as part of the conveyances of portions of the Property, that any such conveyance or assignment is permissible without the consent of the City, any of its elected official, employees, or agents, that the obligations and responsibilities expressed in this Plan shall be binding upon and applicable to the owner of the Property as may exist from time to time, and that such owner of the Property shall undertake, perform, or otherwise meet each obligation or responsibility when the same may arise. No provision of this Plan shall create any third party beneficiary rights or other rights in any person or entity not a party hereto.

**13. Cooperation of Parties.** The parties shall take all reasonable actions and do all things reasonably necessary or appropriate to carry out and to expedite the terms and provisions of this Plan and to generally enable the parties' compliance with the terms and provisions of this Plan.

**14. Recordation.** This Plan shall be recorded among the Land Records of Anne Arundel County by and at the expense of the Petitioner, following which the Petitioner shall provide the original of the recorded Plan to the City.

15 Modification of Plan. No portion of this Plan shall be amended, waived, modified, discharged, or terminated except by an instrument in writing signed by all parties hereto or their successors, grantees, or assigns and witnessed and notarized.

16. Headings. Descriptive headings herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Plan.

17. Severability. In the event that any one or more of the provisions contained in this Plan shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed as if such invalid, illegal, or unenforceable provision had never been herein contained.

19. Enforceability. This Plan shall be specifically enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action or suit at law or in equity to secure the performance of the covenants herein contained. Venue for all actions arising from this Plan shall be the Courts of Anne Arundel County, Maryland. In any such action, the parties waive their right, if any, to trial by jury.

IN WITNESS WHEREOF, the parties have executed and sealed this Plan as of the day and year first above written.

ATTEST:

THE CITY OF ANNAPOLIS

By:

\_\_\_\_\_  
Regina Watkins-Eldridge, City Clerk

Joshua J. Cohen, (Seal)  
Mayor of the City of Annapolis

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Karen Hardwick, Esq., City Attorney

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me, a notary public, in and for the State and County aforesaid, did personally appear, Joshua J. Cohen, Mayor of the City of Annapolis, Maryland, who acknowledged that he is authorized to execute this Annexation Plan on behalf of the City of Annapolis, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_  
James J. Blackwell (Seal)

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared James J. Blackwell, and he acknowledged that he has executed this Annexation Plan as his act and deed for the purposes therein contained.

Witness my hand and notarial seal.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Roxanne Winn (Seal)

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared Roxanne Winn, and she acknowledged that she has executed this Annexation Plan as her act and deed for the purposes therein contained.

Witness my hand and notarial seal.

\_\_\_\_\_  
Notary Public

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Buckley W. Hayes

(Seal)

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

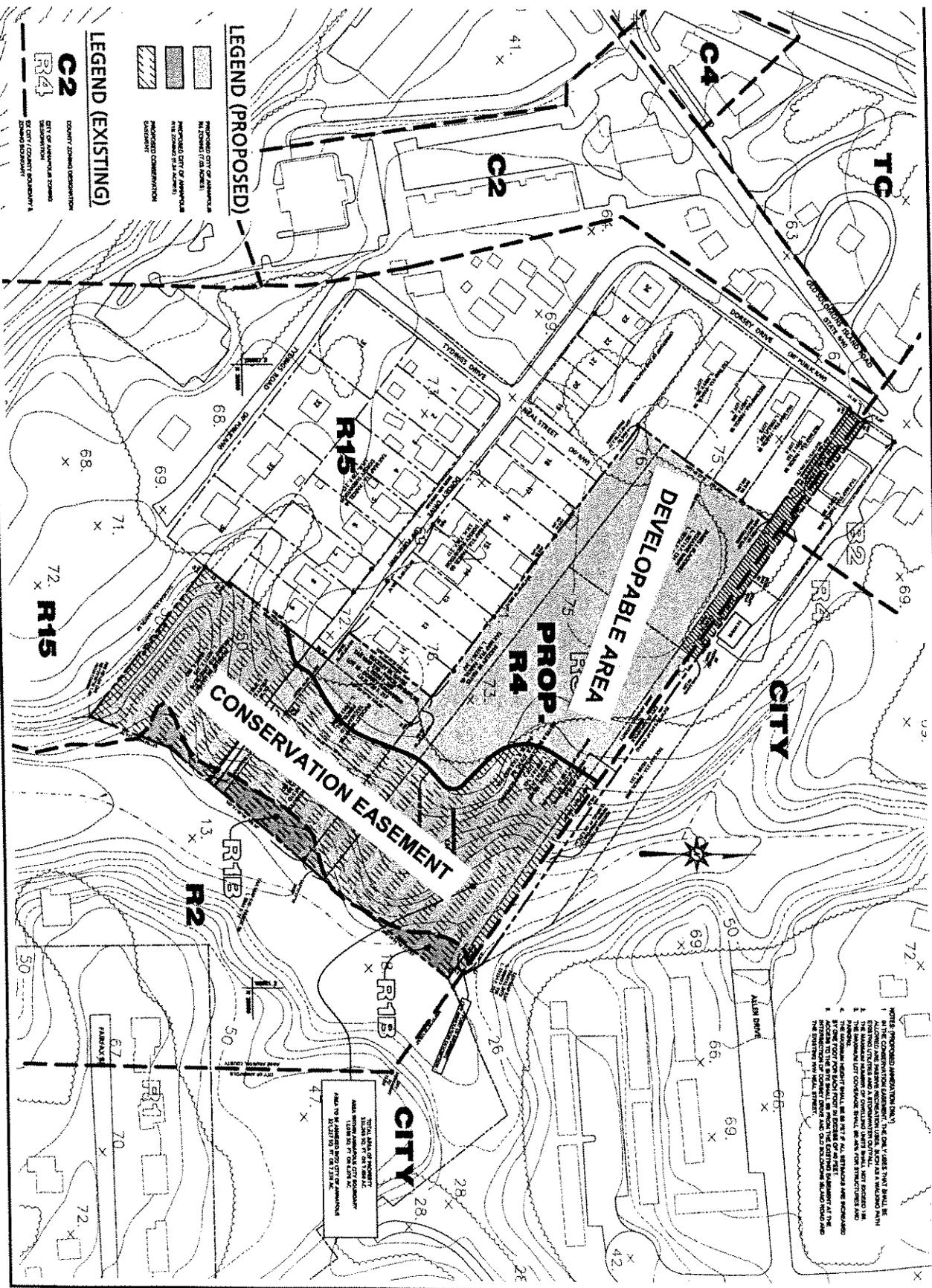
I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared Buckley W. Hayes, and he acknowledged that he has executed this Annexation Plan as his act and deed for the purposes therein contained.

Witness my hand and notarial seal.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**LEGEND (EXISTING)**

**C2** COUNTY ZONING DISTRICT

**R4** CITY OF ANNAPOLIS ZONING DISTRICT

**LEGEND (PROPOSED)**

PROPOSED CITY OF ANNAPOLIS ZONING DISTRICT (R15)

PROPOSED CITY OF ANNAPOLIS ZONING DISTRICT (R1B)

PROPOSED CITY OF ANNAPOLIS ZONING DISTRICT (R2)

PROPOSED CONSERVATION EASEMENT

NOTES: PROPOSED ZONING DISTRICTS: THE CITY OF ANNAPOLIS SHALL BE ALLOWED TO REZONE THE PROPOSED DEVELOPABLE AREA AS A RESIDENTIAL ZONING DISTRICT. THE PROPOSED CONSERVATION EASEMENT SHALL BE IN CONFORMANCE WITH THE ANNE ARUNDEL COUNTY ZONING ORDINANCES AND THE ANNE ARUNDEL COUNTY SUBDIVISION REGULATIONS. THE DEVELOPABLE AREA SHALL BE IN CONFORMANCE WITH THE ANNE ARUNDEL COUNTY ZONING ORDINANCES AND THE ANNE ARUNDEL COUNTY SUBDIVISION REGULATIONS. THE DEVELOPABLE AREA SHALL BE IN CONFORMANCE WITH THE ANNE ARUNDEL COUNTY ZONING ORDINANCES AND THE ANNE ARUNDEL COUNTY SUBDIVISION REGULATIONS.

TITLE: HAYES PROPERTY  
 DATE: 11/15/2011  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

CONCEPTUAL SITE PLAN

November, 2011

EXHIBIT A

<p>ZONING SITE PLAN          SKETCH FOR THE  <b>HAYES PROPERTY</b>          TAX MAP 81A, BLOCK 24, PARCELS 6, 8 AND 45          TAX MAP 81B, BLOCK 10, PARCELS 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100          SCENIC DRIVE AND THOMAS DRIVE          ANNAPOLIS, MARYLAND 21401          DISTRICT: ANNE ARUNDEL COUNTY ZONING: R15 / R2 (COUNTY)</p>		<p><b>Bay Engineering Inc.</b>          100 Annapolis Avenue, Suite 170          Annapolis, Maryland 21401          410.427.8200          410.427.8201          www.bayengineering.com</p>	<p>Revisions</p> <table border="1"> <thead> <tr> <th>Rev #</th> <th>By</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>TR</td> <td>3.26.11</td> <td>REVISE CITY ZONING BOUNDARY CITY SITE</td> </tr> </tbody> </table>	Rev #	By	Date	Description	1	TR	3.26.11	REVISE CITY ZONING BOUNDARY CITY SITE
Rev #	By	Date	Description								
1	TR	3.26.11	REVISE CITY ZONING BOUNDARY CITY SITE								



*City of Annapolis*  
**DEPARTMENT OF PLANNING AND ZONING**  
145 Gorman Street, 3<sup>rd</sup> Floor, Annapolis, Maryland 21401  
Annapolis 410-263-7961 • FAX 410-263-1129 • TDD 410-263-7943

JON ARASON, AICP  
DIRECTOR

November 17, 2011

To: Planning Commission

From: Jon L. Arason, AICP  
Planning and Zoning Director

Re: Addendum to Staff Report: Hayes Property Annexation  
File No. ANX2011-001

DISCUSSION

In 2006, when the Article 23A of the Annotated Code of Maryland was amended with regard to annexation, several significant changes were made to the annexation process:

- The language regarding development of the annexed land was changed to state that an annexation could not permit land uses *substantially* different than the use authorized, or at a substantially higher, not to exceed 50%, density than could be granted for the proposed development, in accordance with the zoning classification of the county applicable at the time of the annexation. prior to this the zoning designation was required to comply with the land use designation in the county master plan or area plan regardless of whether the county had enacted zoning in compliance with the master plan.
- A new requirement was added which required the City to adopt an annexation plan 30 days prior to approval of the annexation itself. The annexation plan must contain among other items, a description of the land use pattern proposed for the area to be annexed.

The Hayes Property is the first annexation moving forward thru the process that will meet these requirements. In the staff report, we identified several issues related to the concept plan submitted with the annexation petition - proposed development in an area of the site with steep slopes and large trees; connectivity to the adjacent residential community; inadequate on-street parking and the lack of provision of a usable common open space area. We recommended an alternative concept plan and amendments to the Annexation Plan.

Recent discussions with the petitioners regarding the development constraints have led us to re-think the overall concept plan. The petitioner asked if we would consider R4, General Residence District zoning which would allow significantly higher density -25 units per acre, but has no height limit and no lot coverage limitations.

The zoning designations initially requested were R3, General Residence District for the major portion of the site (7.03 acres) currently zoned R15, under the County zoning and R1B, Single-family Residence District for a narrow strip of land (.34 acres) at the bottom of the steep slopes currently zoned R2, under County zoning.

Staff reviewed that option as well as the County R15 zoning which is the existing zoning. Under the County regulations, R15 zoning allows a net density of 15 units per acre, but also requires maximum lot coverage of 45% for structures and parking and a maximum height of 55 feet if all setbacks are increased by one foot for each foot of height in excess of 40 feet. The City R4 zoning allows 25 units per acre (as opposed to the 12 units per acre allowed under R3), has no height or lot coverage limitations.

However, thru the Annexation Plan, the City can place additional stipulations on site development. Of paramount consideration is protection of the environmentally sensitive portion of the property which is actually approximately 5 acres leaving about 2.2 acres as developable. Staff is recommending that portion of the property be placed in a conservation easement with only the stormwater outfall, existing utilities and passive recreation uses, such as a walking path, allowed.

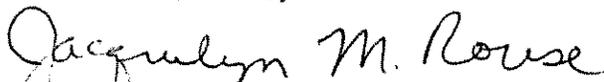
Secondly is the density discrepancy between the City under R4 zoning which would allow 180 units and the County R15 which allows 105 units. With the 50 percent density increase allowed by state law, a total of 158 units could be allowed. This issue would be addressed thru a restriction in the Annexation Agreement which limits the total number of units to be developed to 158.

In order to address the height and lot coverage issue, the Annexation Plan would also stipulate that a maximum lot coverage of 45% for structures and parking and a maximum height of 55 feet if all setbacks are increased by one foot for each foot of height in excess of 40 feet.

#### RECOMMENDATION

With these additional amendments to the Annexation Plan (R-45-11) requiring a conservation easement with only the stormwater outfall, existing utilities and passive recreation uses allowed; limiting height, lot coverage and total number of dwelling units, as specified above, and all necessary revisions to the concept plan, staff is recommending R4, General Residence District zoning for the 7.03 acre portion of the site for which R3 zoning had been requested under O-38-11. This would be in addition to all other recommendations for changes to the Annexation Plan as identified in the staff report dated November 9, 2011.

Report Prepared by



Jacquelyn M. Rouse, AICP  
Planning Administrator



*City of Annapolis*

**DEPARTMENT OF PLANNING AND ZONING**

145 Gorman Street, 3<sup>rd</sup> Floor, Annapolis, Maryland 21401

Annapolis 410-263-7961 • FAX 410-263-1129 • MD Relay (711)

JON ARASON, AICP  
DIRECTOR

November 9, 2011

To: Planning Commission

From: Jon L. Arason, <sup>JA</sup>AICP  
Planning and Zoning Director

Re: Hayes Property Annexation  
File No. ANX2011-001

Petitioners: Hogan Holding Company, LC; James J. Blackwell; Roxanne Winn; Buckley W. Hayes

Location: Located on the southeast side of Dorsey drive at near the intersection of Dorsey Drive and Old Solomons Island and identified as Anne Arundel County Tax Map 51A, Parcels 6, 8, 45, and Tax Map 51D, Parcels 60, 392, and 70 and a portion of Dorsey Drive ROW

Parcel Size: 7.374 acres, more or less

Existing Zoning: Anne Arundel County, R15, Residential District and R2, Residential District

Requested Zoning: City of Annapolis, R3, General Residence District and R1B, Single-Family Residence District

Existing Land Use: Undeveloped

Proposed Land Use: Townhouse Residential Development

Attachments: Vicinity Map

- R-45-11 Annexation Plan
- R-47-11 Annexation Resolution
- O-38-11 Zoning Designation
- Recommended Concept Plan
- Interagency Review Comments

**SITE DESCRIPTION AND BACKGROUND**

The property proposed for annexation is an approximately 7.4 acre parcel of land. The property consists of 7 parcels accessed by a utility easement from Dorsey Drive, a unimproved right of way, Neal street and an unimproved extension of Dorsey Drive.

The impetus for annexation is the petitioner's desire to redevelop the site. Public water and sewer are not available to the properties from the County. Annexation would allow for the extension of services. No plans for the development of the property have been submitted to the City to date. However, a Concept Site Plan has been submitted in conjunction with an Annexation Plan which would specify all terms of development of the site.

The petitioners are requesting high density residential zoning for the majority of the site with the section of a small strip of land along the southeast boundary of the property for which low density residential zoning is requested. The zoning designations are consistent with the existing zoning designations for this property in Anne Arundel County.

#### ANNEXATION PLAN

An Annexation Plan as required by Article 23A was submitted in conjunction with the Annexation Petition. Under state law, a municipal governing body must prepare, adopt and make available to the public a plan detailing (1) the proposed land use or uses in the area to be annexed, (2) available land that could be used for anticipated public facilities that may be needed, (3) a schedule for extending municipal services to the area to be annexed, and (4) anticipated means of financing the extension of services. The plan must be provided at least 30 days prior to holding the public hearing required by law for an annexation to the county in which the municipality is located as well as to the Maryland Department of Planning and any regional and state planning agencies having jurisdiction within the county. The Annexation Plan has been reviewed by the Office of Law for compliance with these requirements.

The annexation petition has also been reviewed by all City agencies, including the Departments of Public Works, Neighborhood and Environmental Programs, Fire, Police, Transportation, Recreation and Parks and Finance. Comments were also requested from Anne Arundel County and the Maryland Department of Planning. The agency review comments are attached.

During the agency review process, several issues were identified with regard to the Concept Site Plan submitted with the petition. These included proposed development in an area of the site with steep slopes and large trees; connectivity to the adjacent residential community; inadequate on-street parking and the lack of provision of a usable common open space area. Although this is a concept plan, all of these issues had been more adequately addressed in an earlier version of the concept plan reviewed by the City prior to the submittal of the petition. Staff is recommending that the this plan identified in the attachments as the Recommended Concept Plan Revised in Accordance with Agency Review Comments be utilized as the required concept plan exhibit in conjunction with the Annexation Plan - R-45-11.

With regard to the Annexation Plan, there are also a number of revisions to this recommended by the Department of Public Works. As part of the Interagency Review Comments attachment, an annotated version of R-45-11 is included with the Public Works comments. The proposed development does not include any public roads, street lights, street maintenance, trash and snow removal - this will all be privately maintained through a homeowners's association. The revisions clarify that the property owners are responsible for all costs associated with these improvements and that where applicable, all work shall be in accordance with the City of Annapolis Standard Specifications and Details; specify that the Petitioner shall be required to connect to both the City's water distribution and wastewater collection system located near the intersection of Old Solomons Island Road and Neal Street; specify

that if any intersection improvements are required in conjunction with the proposed development that they are the responsibility of the petitioner;

R-45-11 should be amended in accordance with the annotated version included in the Interagency Review Comments attachment.

### ANNEXATION REQUIREMENTS

Annexation is a process whereby a land area adjacent to a municipality is incorporated into that municipality. This area, once annexed, is entitled to all benefits common to the annexing municipality including community identity, political representation and community services. In return, the annexed land is placed on the municipal tax roles and becomes subject to the regulations, policies and decision-making processes of the municipality. The State legislation governing annexation is found in Article 23A, Section 19 of the Code of Maryland. In order for a municipality to consider annexation, the property must meet the following criteria:

1. The property to be annexed must be contiguous and adjoining to the existing corporate area of the annexing municipality.
2. Annexation of property may not create any unincorporated area which is bounded on all sides by real property presently within, or as a result of the proposed annexation, the corporate limits of the municipality.
3. A petition for annexation shall have the support of at least twenty-five percent of eligible voters residing in the area to be annexed, and of the owners of at least twenty-five percent of the assessed valuation of real property located in the area to be annexed.

The annexation petition was submitted to the City on January 13, 2011, reviewed by the City Clerk and determined to be in compliance with the above referenced criteria. Subsequently, the annexation petition was scheduled by the City Clerk for a preliminary review before the City Council in order that they might review the petition and request additional information from the petitioners. A first reader was held on July 25, 2011 and the annexation petition, annexation plan and ordinance were referred by the City Council to the Planning Commission.

In addition to these basic requirements, the City of Annapolis has established policies and regulations governing the annexation of land. Chapter 2.52 of the City Code establishes findings that must be made in order for an annexation to be acted upon favorable.

These findings are:

- A. The annexation will enhance and will not be detrimental to or endanger the public health, safety, morals, convenience or general welfare of the citizens of the area proposed to be annexed or the surrounding areas of the City and of the County.
- B. The annexation will not be injurious to the use and enjoyment of other property in the immediate vicinity nor substantially diminish and impair property values within the neighborhood.

C. The annexation is in conformance with the plans of the general development of the City and of the County.

D. Acceptable and reasonable steps are being or will be taken to provide adequate municipal services.

E. The annexation will not precipitate environmental degradation.

The annexation will generate revenue at least equal to the anticipated cost of providing municipal services.

These findings have been addressed by the applicant in their annexation petition and evaluated by the appropriate reviewing agencies whose comments are included in the attachments. The city Council makes the determination as to compliance with the findings mandated under chapter 2.52 in accordance with the recommendations of the appropriate city and county agencies.

This property to be annexed is undeveloped and currently does not have any impact on services. However, development of the property is anticipated. The result of annexation is that land becomes incorporated into the City and, therefore, subject to the same opportunities and constraints as all other such incorporated land. Issues associated with the impact on services, such as school capacity, traffic impact, provision of fire, police and municipal services will be addressed through the development review process.

#### LAND USE AND ZONING

The Planning Commission is required by state law to evaluate the proposed zoning designations of annexed property and its compliance with the general development plan of the City.

The Hayes property was reviewed for compliance with the 2009 Annapolis Comprehensive Plan. The property is designated "Residential" on the City's Proposed Land Use Map and is located adjacent to the Outer West Street Opportunity Area. The purpose of the opportunity area designation is to encourage intensification of development and transformation to a more urban character in the event of redevelopment opportunities. Located adjacent to the opportunity area, the property should contribute to the successful transformation of the opportunity area as it redevelops over time. The applicant has requested R3 and R1B zoning and is proposing a multi-family residential project on the site. The land use proposed for the property is therefore consistent with the Comprehensive Plan.

This area is also within a Municipal Growth Area identified in the Comprehensive Plan as the 90 acre Growth Area A. Annexation of this property is therefore consistent with the Annapolis Comprehensive Plan, specifically policy 1.1 of the Municipal Growth Chapter:

The City will plan for the annexation of the two "Growth Areas" that are specifically recommended in this Chapter, subject to appropriate annexation procedures. The two growth areas are part of Annapolis' planned Opportunity Areas. The planned annexations promote this Plan's development goals and contribute to rationalizing the city-county boundary.

The development proposal associated with the annexation of the property anticipates constructing 40 townhouses and two single family dwellings. The entirety of Growth Area "A" is projected to absorb up to 270 residential units and 100,000 s.f. of commercial development, well above what is projected for this property.

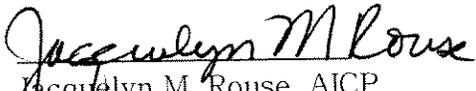
As required by Article 23A, Section 9 of State law, annexation cannot permit development of the annexed land for land uses substantially different than the use authorized, or at a substantially higher, not to exceed 50%, density than could be granted for the proposed development, in accordance with the zoning classification of the county applicable at the time of the annexation without the express approval of the board of county commissioners or county council of the county in which the municipality is located. The proposed zoning complies with this requirement.

In conjunction with the recommended zoning designation, the 2009 Annapolis Comprehensive Plan should be amended to reflect the inclusion of the properties in the City boundaries. Based on the above recommendations, it can be concluded that "the annexation is in conformance with the plans of the general development of the City and of the County".

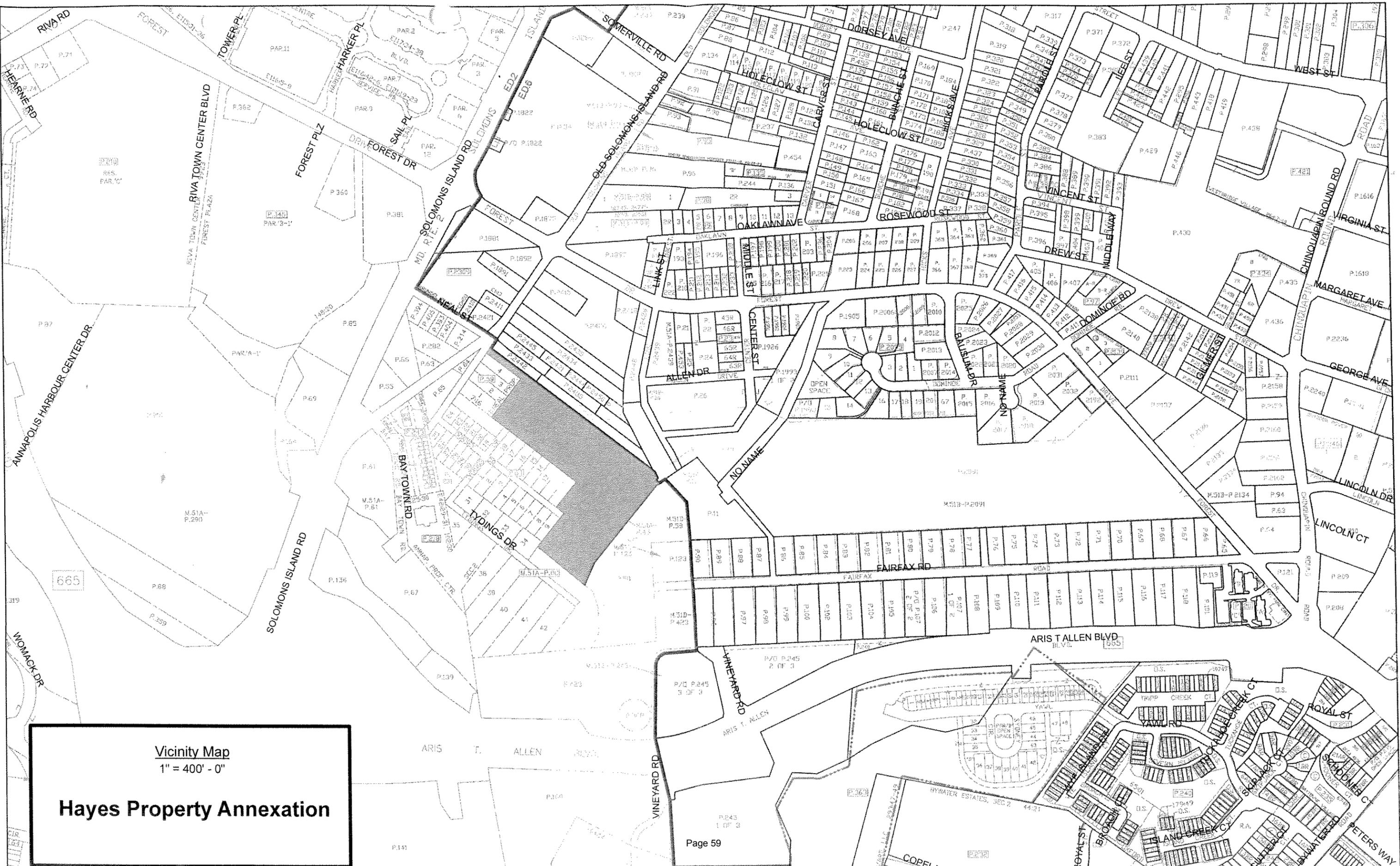
#### STATE PLANNING

The Maryland Department of Planning reviewed the annexation petition and noted that the parcel was eligible for inclusion in the PFA, Priority Funding Area. The PFA designation was created in 1997 as part of the implementation of the "Smart Growth" Areas Act. The City will need to apply for inclusion after the annexation is approved.

Report Prepared by

  
Jacquelyn M. Rouse, AICP  
Planning Administrator

# VICINITY MAP



Vicinity Map  
1" = 400' - 0"

# Hayes Property Annexation

**R-45-11 Annexation Plan  
R-47-11 Resolution of Approval  
O-38-11 Zoning Designation**

**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-47-11**

Introduced by: Mayor Cohen and Alderwoman Hoyle

LEGISLATIVE HISTORY			
First Reading 7/25/11	Public Hearing	Fiscal Impact Note	180 Day Rule N/A
Referred to Rules and City Gov't Planning Commission	Referral Date 7/25/11 7/25/11	Meeting Date	Action Taken  Travels with O-38-11 and R-45-11

**A RESOLUTION** concerning

**Annexation of Hayes Property**

**FOR** the purpose of annexing into the boundaries of the City of Annapolis 7.374 acres of property known as the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

**WHEREAS,** on January 14, 2011, K. Hovnanian Homes of Maryland, L.L.C., Hogan Holding Company, LC, James J. Blackwell, Roxanne Winn, and Buckley W. Hayes (collectively, "Petitioners") submitted a Petition for Annexation to the City of Annapolis for 7.374 acres of property known as the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive; and

**WHEREAS,** as required by § 19 (c) of Article 23A of the Annotated Code of Maryland, the consent to the annexation has been obtained by the Petitioners from not less than twenty-five percent (25%) 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 twenty-five percent (25%) of the assessed valuation of the real property located in the area to be annexed; and

**WHEREAS,** on February 14, 2011, the Annapolis City Council conducted a preliminary review of the Petition for Annexation 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, Planning and Zoning, and Neighborhood and Environmental Programs to provide the necessary information for proper consideration of the Petition; and

1 **WHEREAS,** on \_\_\_\_\_, 2011, the Annapolis City Council conducted a public hearing on the  
2 proposed annexation, at which time the Council heard a staff report presented by  
3 the Director of Planning and Zoning, received the Findings of Fact from the  
4 Planning Commission dated \_\_\_\_\_, 2011, and received the Memorandum from  
5 the Director of Planning and Zoning to the Planning Commission dated \_\_\_\_\_,  
6 2011, and during which public hearing testimony was taken from counsel  
7 appearing on Petitioners' behalf, and from members of the general public, who  
8 were afforded the opportunity to offer testimony and documentary evidence,  
9 which was submitted and received; and

10  
11 **WHEREAS,** as required by § 19 (o) of Article 23A of the Annotated Code of Maryland, the  
12 annexation plan associated with the annexation of the Hayes Property, which  
13 annexation plan is being addressed by the City Council in Resolution No. R-45-  
14 11, was open to public review and discussion at the above-referenced public  
15 hearing held on \_\_\_\_\_, 2011 by the City Council, which annexation plan had been  
16 provided to Anne Arundel County and to the Maryland Department of Planning at  
17 least thirty (30) days prior to the public hearing; and

18  
19 **WHEREAS,** the Hayes Property was included within Growth Area "A" in the 2009 Annapolis  
20 Comprehensive Plan, which designated the area as eligible for annexation and  
21 appropriate for establishing a logical boundary for the City's jurisdictional limits;  
22 and

23  
24 **WHEREAS,** the Hayes Property is designated as suitable for "Residential – High Density" and  
25 "Residential – Low Density" uses, as illustrated in the Anne Arundel County  
26 General Development Plan, dated April 2009 and adopted by Anne Arundel  
27 County in Bill No. 64-09, and the Hayes Property is zoned R15 – Residential  
28 District and R2 – Residential District, as shown on the Zoning Map for the  
29 Second Assessment District; and

30  
31 **WHEREAS,** Petitioners request that upon annexation the existing R15 portion of the Hayes  
32 Property be zoned within the R3 – General Residence District, and the existing  
33 R2 portion of the Hayes Property be zoned within the R1-B – Single-Family  
34 Residence District, which request is being addressed by the City Council in  
35 Ordinance No. O-38-11.

36  
37 **NOW THEREFORE BE IT RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the Annapolis  
38 City Council that the hereinafter described property be, and it is hereby, annexed  
39 to the lands and properties heretofore included within the boundaries of the City  
40 of Annapolis, and it hereafter shall be generally subject to the provisions of the  
41 Charter and Code of the City of Annapolis said property being more particularly  
42 described as follows:

43  
44 METES AND BOUNDS DESCRIPTION  
45 TO ACCOMPANY THE  
46 HAYES PROPERTY ANNEXATION  
47 INTO THE CITY OF ANNAPOLIS

48  
49 DESCRIPTION OF 7.374 ACRES OF LAND TO BE ANNEXED  
50 INTO THE CITY OF ANNAPOLIS  
51 SECOND ASSESSMENT DISTRICT

ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at a point on the N53°37'20"W 1601.86' line of the City of Annapolis Boundary-Description, Dated October 23, 2003, said point being a distant N53°37'20"W 178.82' from monument no. 12258 found at the beginning of said line. Said point also being in the S33°36'16"W 16.70' line of Lot 2 of the plat entitled 'Hayes & Blackwell/Winn Properties', as recorded in plat book 279, page 44 of the land records of Anne Arundel County, Maryland. Thence from said point so fixed the following 19 courses and distances describing this Property to be annexed into the City of Annapolis, Maryland, with all bearings being related to Annapolis City Grid North. Leaving said Annapolis City Boundary line, and with said plat as now surveyed

- 1) S35°56'09"W 12.92'
- 2) S54°03'51"E 20.58'
- 3) S38°16'56"W 227.41' to a point at the beginning of the first or S41°46'19"W 39.69' line of the deed dated June 14th, 2007, as conveyed by Winifred L. Miller, individually and as Personal Representative of the Estate of John W. Prann to Buckley W. Hayes as recorded in liber 19236, folio 247 of the land records of Anne Arundel County, Maryland, thence with said first line as now surveyed
- 4) S42°11'17"W 39.69' to a point at the beginning of the S48°24'W 150.09' line of the deed dated January 16th, 2004, as conveyed by Mary Walker, by Robert S. Walker, Attorney in Fact, by Virtue of Power of Attorney, to Buckley William Hayes, as recorded in liber 14475, folio 667 of the land records of Anne Arundel County, Maryland, thence with said line as now surveyed
- 5) S40°31'40"W 150.12' to a point at the beginning of the S48°24'00"W 100.29' line of the deed dated September 2nd, 2004 as conveyed by Arundel Builders, Inc. to Buckley William Hayes, and being recorded in liber 15371, folio 179 of the land records of Anne Arundel County, Maryland, thence with said line as now surveyed
- 6) S40°31'40"W 100.29', and continuing with said conveyance
- 7) S21°00'46"W 124.76'
- 8) N51°29'55"W 278.65' to a pipe found (passing over a pipe found 1.43' from the beginning of this line)
- 9) N38°29'00"E 38.97' to a pipe found
- 10) N51°31'00"W 4.52', thence with the first line of said conveyance and also with the eastern line of Lot 9 of the subdivision plat for William E. Dorsey, and recorded in liber 729, folio 217 of the land records of Anne Arundel County, Maryland, thence with the same as now surveyed
- 11) N38°26'23"E 150.00' to a point on the south side of Dorsey Drive, a 30' wide County right-of-way, thence crossing the end of the County portion of Dorsey Drive
- 12) N38°26'23"E 30.13' to a point on the north side of Dorsey Drive being the point of beginning of the parcel of land conveyed by Sandra Brown, Personal Representative of the Estate of Virginia C. Hillary to Buckley William Hayes, by the deed dated October 21st, 2005, and being recorded in liber 17033, folio 189 of the land records of Anne Arundel County, Maryland, said point being a distant N51°31'30"W 100.04' from a pipe found at the beginning of the fourth line of said deed, thence leaving said conveyance and with the north side of said Dorsey Drive,
- 13) N51°31'30"W 50.00', thence leaving said Dorsey Drive with the division line of lot 10 and lot 11 of the above mentioned subdivision plat for William E. Dorsey,
- 14) N38°26'23"E 150.04' to a point being a distant N51°35'04"W 50.00' from an iron pipe found at the northeast corner of Lot 10 of said plat, thence with the rear line of Lot 11 through

- 1 Lot 18 and Neal Street, and also with part of the northern outline of a parcel of land with  
2 unknown ownership,  
3 15) N51°35'04"W 502.12' to a point on the rear of Lot 1 of the plat entitled Property of Daniel  
4 Neal, and being recorded in plat book 7, page 16 of the land records of Anne Arundel  
5 County, Maryland, thence with part of the rear line of said Lot 1, and all of the rear line of  
6 Lot 2 through Lot 4,  
7 16) N35°45'27"E 231.43' (passing over a pipe found at 181.38' from the beginning of this line) to  
8 the southeast corner of Lot 4 as shown on said plat, thence continuing with Lot 4 and  
9 also with the southern line of a 30' right of way as shown on said plat,  
10 17) N54°19'51"W 199.79' (passing over a pipe found at 0.50' from the beginning of this line) to a  
11 pipe found on the eastern side of Dorsey Drive, a 30' wide County right-of-way, thence  
12 with the same  
13 18) N35°49'22"E 21.56' to intersect the City of Annapolis Boundary Line, thence leaving said  
14 Dorsey Drive and with the said City of Annapolis Boundary Line  
15 19) S53°37'20"E 999.88' to the point of beginning.

16  
17 **Containing 321,227 square feet or 7.374 acres of land.**

18  
19 **Being all of that land conveyed by Christopher L. Beard, Trustee to Buckley W. Hayes**  
20 **by the deed dated June 26th, 2007 and being recorded in liber 19256, folio 682. All of that land**  
21 **conveyed by Arundel Builders, Inc. to Buckley William Hayes by the deed dated September**  
22 **2nd, 2004, and being recorded in liber 15371, folio 179 of the land records of Anne Arundel**  
23 **County, Maryland (Parcel 70). All of that land conveyed by Mary Walker, by Robert S. Walker,**  
24 **Attorney in Fact, by Virtue of Power of Attorney to Buckley William Hayes by the deed dated**  
25 **January 16th, 2004, and being recorded in liber 14475, folio 667 of the land records of Anne**  
26 **Arundel County, Maryland (Parcel 391). All of that land conveyed by Sandra Brown, Personal**  
27 **Representative of the Estate of Virginia C. Hillary, deceased, duly appointed in Estate No.**  
28 **14529 of the Orphans Court for Anne Arundel County, Maryland to Buckley William Hayes by**  
29 **the deed dated October 21st, 2005, and being recorded in liber 17033, folio 189 of the land**  
30 **records of Anne Arundel County, Maryland (Parcel 392). All of that land conveyed by Winifred L.**  
31 **Miller, individually and as Personal Representative of the Estate of John W. Prann to Buckley**  
32 **W. Hayes, by the deed dated June 14th, 2007 and being recorded in liber 19236, folio 243 of**  
33 **the land records of Anne Arundel County, Maryland (Parcel 60, Lot 10). All of that land**  
34 **conveyed by Winifred L. Miller, individually and as Personal Representative of the Estate of**  
35 **John W. Prann to Buckley W. Hayes, by the deed dated June 14th, 2007, as recorded in liber**  
36 **19236, folio 247 of the land records of Anne Arundel County, Maryland (Parcel 45). All of that**  
37 **land conveyed by Christopher L. Beard, Trustee, to James J. Blackwell and Roxanne Winn by**  
38 **the deed dated January 9th, 2007, and being recorded in liber 18714, folio 137 of the land**  
39 **records of Anne Arundel County, Maryland (Parcel 6). Part of that property conveyed by**  
40 **Christopher L. Beard, Trustee, to Buckley W. Hayes by the deed dated January 9th, 2007, and**  
41 **being recorded in liber 18714, folio 142 of the land records of Anne Arundel County, Maryland**  
42 **(Parcel 8).**

43  
44 **CONTAINING 7.374 acres within the bounds of this description, according to a survey and plat**  
45 **by Bay Engineering Inc., dated December, 2010.**

46  
47 **AND BE IT FURTHER RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2011, by the Annapolis City  
48 Council that the following metes and bounds description shall constitute the boundaries of the  
49 City of Annapolis after annexation:  
50  
51

Revised City of Annapolis Boundary Description

1 ...Line of said conveyance and running along the southerly right-of-way line for Maryland Route  
2 665 as shown on SRC Plats #52195 and #50406, and referring to City of Annapolis Grid the  
3 following course and distance; North 01 degrees 56 minutes 52 seconds west 5.87 feet to a  
4 point on the 8th or South 02 degrees 16 minutes 55 seconds East, 30.84 feet line of that parcel  
5 of land described in the conveyance from Edith C. Daniels, widow, and Blanche Whitley,  
6 (formerly Blanche McFadden) to Arundel Land & Development Co., Inc. by deed dated March  
7 17, 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Liber  
8 4567 at Folio 396; thence running along the 9th, 1st, 2nd, 3rd and part of the 4th lines of the  
9 above mentioned conveyance and referring to City of Annapolis Grid system, South 36 degrees  
10 13 minutes 55 seconds West, 272.91 feet; thence South 75 degrees 47 minutes 25 seconds  
11 West, 163.69 feet, thence North 77 degrees 15 minutes 25 seconds West, 156.01 feet; thence  
12 South 67 degrees 44 minutes 05 seconds West 210.09 feet; thence South 55 degrees 27  
13 minutes 05 seconds West, 141.23 feet to a point on the 5th line of that parcel of land described  
14 in the conveyance from Ruth Bryant and Albert Bryant, her husband to Alfred J. Daniels and  
15 Edith D. Daniels, his wife, and Blanche McFadden, widow, by deed dated August 8, 1960,  
16 recorded among the Land Records of Anne Arundel County, Maryland, in Liber 1413 at Folio  
17 142; thence South 07 degrees 18 minutes 30 seconds West 16.52 feet; thence south 68  
18 degrees 16 minutes 20 seconds west 147.50 feet; thence north 88 degrees 56 minutes 40  
19 seconds west 127.00 feet; thence south 29 degrees 31 minutes 10 seconds west 168.64 feet;  
20 thence south 17 degrees 25 minutes 50 seconds east 227.10 feet; thence south 5 degrees 30  
21 minutes 10 seconds west 115.48 feet; thence north 89 degrees 44 minutes 10 seconds west  
22 568.38 feet; thence north 2 degrees 06 minutes 20 seconds west 1084.71 feet; thence north 87  
23 degrees 45 minutes 25 seconds east 200.06 feet to a concrete monument number 12229;  
24 thence north 2 degrees 34 minutes 30 seconds west 500 feet to a concrete monument number  
25 12231; thence continuing north 2 degrees 34 minutes 30 seconds west 222.64 feet to the site of  
26 a proposed concrete monument at coordinate point number 12258; thence Leaving Monument  
27 12258,  
28  
29 N53°37'20"W 178.82'  
30 S35°56'09"W 12.92'  
31 S54°03'51"E 20.58'  
32 S38°16'56"W 227.41'  
33 S42°11'17"W 39.69'  
34 S40°31'40"W 150.12'  
35 S40°31'40"W 100.29'  
36 S21°00'46"W 124.76'  
37 N51°29'55"W 278.65' to a pipe found (passing over a pipe found 1.43' from the beginning of this  
38 line)  
39 N38°29'00"E 38.97' to a pipe found  
40 N51°31'00"W 4.52'  
41 N38°26'23"E 150.00' to a point on the south side of Dorsey Drive, a 30' wide County right-of-  
42 way, thence crossing the end of the County portion of Dorsey Drive  
43 N38°26'23"E 30.13', with the north side of said Dorsey Drive  
44 N51°31'30"W 50.00', thence leaving said Dorsey Drive  
45 N38°26'23"E 150.04'  
46 N51°35'04"W 502.12'  
47 N35°45'27"E 231.43' (passing over a pipe found at 181.38' from the beginning of this line)  
48 N54°19'51"W 199.79' (passing over a pipe found at 0.50' from the beginning of this line)  
49 to a pipe found on the eastern side of Dorsey Drive, a 30' wide County right-of-way, thence with  
50 the same

1 N35°49'22"E 21.56' to the City of Annapolis Boundary Line, thence with the said City of  
2 Annapolis Boundary Line  
3 N53°37'20"W 423.16' to proposed Monument 12259;  
4  
5 thence north 37 degrees 09 minutes 15 seconds east 576.24 feet to the intersection of the  
6 northwestern most side of Forest Drive with said boundary line; thence running with said side of  
7 Forest Drive and the interchange of Forest Drive with Maryland Route Number 2 shown on state  
8 roads commission Plat Number 9922 with a curve to the right having a radius of 102.00 feet on  
9 an arc of 149.16 feet; said arc having a chord of north 16 degrees 40 minutes 30 seconds west  
10 139.70 feet to the southeasternmost right-of-way line of Maryland Route Number 2; thence  
11 leaving said interchange and Forest Drive and running with said right-of-way north 26 degrees  
12 32 minutes 30 seconds east 120.94 feet to a concrete monument, south 61 degrees 05 minutes  
13 40 seconds east 39.70 feet to a concrete monument, north 26 degrees 35 minutes 50 seconds  
14 east 48.67 feet to a concrete monument, north 62 degrees 59 minutes 40 seconds west 39.86  
15 feet to a concrete monument, north 26 degrees 41 minutes 50 seconds east 100.33 feet to a  
16 concrete monument, south 62 degrees 59 minutes 40 seconds east 14.81 feet to a concrete  
17 monument, north 26 degrees 06 minutes 50 seconds east 48.35 feet to a concrete monument,  
18 north 60 degrees 06 minutes 40 seconds west 14.68 feet to a concrete monument, and north 26  
19 degrees 32 minutes 30 seconds east 388.53 feet, north 26 degrees 32 minutes 30 seconds  
20 East 50.13 feet to an iron pipe at the interchange of Route Number 2 with Somerville Road  
21 shown on Maryland State Roads Commission Plat Number 9921 revised September 24, 1952;  
22 thence running with said interchange north 56 degrees 32 minutes 30 seconds east 140.0 feet  
23 to an iron pipe set on the southwesternmost side of Somerville Road; thence leaving said  
24 Maryland Route Number 2 and running with said side of Somerville Road south 54 degrees 45  
25 minutes 20 seconds east 205.73 feet to intersect the north 37 degrees 09 minutes 15 seconds  
26 east 1897.77 feet Annapolis city boundary line; thence running with said line-crossing  
27 Somerville Road-north 37 degrees 09 minutes 15 seconds east 356.89 feet to Coordinate Point  
28 No. 12260, now occupied by an iron fence post at the southwest corner of the wire fence  
29 enclosure on land leased by the Chesapeake and Potomac Telephone Company; thence with  
30 the rear fence of said enclosure and continuing part of the easterly line of property belonging to  
31 Arthur M. Benchoff and wife, north 30 degrees 22 minutes 55 seconds east 494.65 feet to  
32 coordinate point number 12261 on the south side of the Defense Highway, thence crossing said  
33 highway north 60 degrees 14 minutes 10 seconds east 140.46 feet to the northwest corner of  
34 the Defense Highway and Hudson Street, being coordinate point number 12262; thence with the  
35 west side of Hudson Street north 17 degrees 32 minutes 55 seconds east 125 feet to the  
36 coordinate point number 12263; thence north 23 degrees 19 minutes 55 seconds east 171.0  
37 feet to the division line between lots 28 and 29, Plat No.2, "Loretta Heights" as recorded in the  
38 Land Records of Anne Arundel County in Plat Book 20, page 39; thence binding along said  
39 division North 66 degrees 40 minutes 05 seconds west -142.89 feet to the division line between  
40 lots 21-24 and 29-32; thence binding along said last mentioned division line North 23 degrees  
41 19 minutes 55 seconds east-300 feet to the division line between lots 32 and 33; thence binding  
42 along the last mentioned division line south 66 degrees 40 minutes 05 seconds east-142.89  
43 feet to the westerly side of said Hudson Street; thence binding along said westerly side south 23  
44 degrees 19 minutes 55 seconds west-225 feet to a coordinate point number 12264; thence  
45 leaving the west side of Hudson Street and running south 71 degrees 30 minutes 40 seconds  
46 east 30.11 feet to the east side of Hudson Street; thence with the east side of Hudson Street  
47 north 23 degrees 19 minutes 55 seconds east 62.19 feet to the northwesternmost corner of the  
48 conveyance from James Vouzikas and Ellen Vouzikas, his wife, to Alexander J. Vouzikas by  
49 deed dated December 14, 1972, and recorded among the land records of Anne Arundel County  
50 in Liber GTC 916, folio 33; thence running with the lines of said conveyance, as now surveyed,  
51 south 71 degrees 08 minutes 05 seconds east 168.46 feet; thence south 17 degrees 32 minutes

1 55 seconds west 60.87 feet to intersect the south 71 degrees 30 minutes 40 seconds east  
2 956.66 foot line of the Annapolis city boundary line; thence with part of said line south 71  
3 degrees 30 minutes 40 seconds east 136.75 feet to point in the common boundary of James A.  
4 and Ruth Day-2622/757, James A. Day-3659/859 and West Capital Associates Limited  
5 Partnership-3309/406; thence running with the common boundaries between West Capital  
6 Associates Limited Partnership and the combined properties of: James A. and Ruth Day, E. L.  
7 Gardner, Inc., Henry J. and Jewell P. Carl, Kent J. McNew, and John E. Wenger, North 38  
8 degrees 23 minutes 14 seconds East 1291.42 feet to the common corner between West Capital  
9 Associates Limited Partnership, West Hudson Street Limited Partnership and John E. Wenger,  
10 thence binding on the common boundary between John E. Wenger and West Hudson Street  
11 Limited Partnership; thence, North 25 degrees 16 minutes 51 seconds West 134.98 feet to the  
12 end thereof on the south side of Hudson Street, thence binding on the south side of said street,  
13 the following two, courses and distances, viz: 4.86 feet along the arc of a curve to the right  
14 having a radius of 1115.92 feet and a chord bearing North 58 degrees 47 minutes 00 seconds  
15 East 4.86 feet and, thence; North 58 degrees 54 minutes 29 seconds East 170.22 feet thence  
16 leaving Hudson Street and running with the common boundary between West Hudson Street  
17 Limited Partnership and Annapolis Business Plaza (recorded among the Plat Records of Anne  
18 Arundel County, Maryland in Plat Book 39 at Pages 8 and 9); South 42 degrees 33 minutes 16  
19 seconds East 645.35 feet to the southeast end thereof at the division line between City of  
20 Annapolis and Anne Arundel County as aforesaid;

21  
22 I hereby certify that the above metes and bounds description accurately reflects the boundaries  
23 of the property being contemplated for annexation.  
24  
25  
26

27 \_\_\_\_\_  
28 David Jarrell, P.E.  
29 Director, Public Works  
30 City of Annapolis

31 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the Annapolis  
32 City Council has considered the standards for the approval of the annexation request as set  
33 forth in Sections 2.52.060 and 2.52.070 of the Code of the City of Annapolis and, based on the  
34 analyses contained in the Memorandum from the Director of Planning and Zoning to the  
35 Planning Commission dated \_\_\_\_\_, 2011 (copy attached), and the Fiscal Impact Note by the  
36 Director of Finance dated \_\_\_\_\_, 2011 (copy attached), finds as follows:  
37

- 38 1. The annexation will enhance and will not be detrimental to or endanger the public  
39 health, safety, morals, convenience or general welfare of the citizens of the area  
40 proposed to be annexed or of the surrounding areas of the City and of the County; and
- 41  
42 2. The annexation will not be injurious to the use and enjoyment of other property in the  
43 immediate vicinity nor substantially diminish and impair property values within the  
44 neighborhood; and
- 45  
46 3. The annexation is in conformance with the plans of general development of the City  
47 and of the County; and
- 48  
49 4. Acceptable and reasonable steps are being or will be taken to provide adequate  
50 municipal services; and  
51

1 5. The annexation will not precipitate environmental degradation; and

2  
3 6. The annexation will generate revenue at least equal to the anticipated cost of  
4 providing municipal services.

5  
6 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the annexed  
7 property will be placed upon the tax rolls of the City of Annapolis immediately upon the effective  
8 date of this annexation, and the owner(s) thereof shall be liable for real estate taxes as provided  
9 by Maryland law levied for the fiscal year during which this Resolution is effective, prorated from  
10 the effective date.

11  
12 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the annexed  
13 property shall become part of Ward Three of the City of Annapolis.

14  
15 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the 2009  
16 Annapolis Comprehensive Plan shall be amended to reflect the annexation of the Hayes  
17 Property and the zoning classifications as designated by Ordinance No. O-38-11.

18  
19 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that this Resolution  
20 shall become effective upon the forty-fifth (45<sup>th</sup>) day following the date of its passage, provided  
21 no Petition for Referendum has been properly filed according to law, and provided the Council  
22 adopts Resolution No. R-47-11.

23  
24  
25 ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

26  
27  
ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY \_\_\_\_\_

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC, City Clerk

\_\_\_\_\_  
Joshua J. Cohen, Mayor

28  
29  
30 **EXPLANATION:**

31 Highlighting indicates matter added to existing law.  
32 Strikeout indicates matter deleted from existing law.  
33 Underlining indicates amendments.  
34

1st READER

CITY COUNCIL OF THE  
City of Annapolis

Resolution No. R-45-11

Introduced by: Mayor Cohen and Alderwoman Hoyle

LEGISLATIVE HISTORY			
First Reading 7/25/11	Public Hearing	Fiscal Impact Note	180 Day Rule N/A
Referred to Rules and City Gov't Planning Commission	Referral Date 7/25/11 7/25/11	Meeting Date	Action Taken  Travels with O-38-11 and R-47-11

A RESOLUTION concerning

Annexation Plan – Hayes Property

FOR the purpose of adopting an annexation plan for the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

WHEREAS, on January 14, 2011, K. Hovnanian Homes of Maryland, L.L.C., Hogan Holding Company, LC, James J. Blackwell, Roxanne Winn, and Buckley W. Hayes (collectively, "Petitioners") submitted a Petition for Annexation to the City of Annapolis for 7.374 acres of property known as the Hayes Property, which Petition for Annexation shall be addressed by the City Council in a Resolution forthcoming after the Annexation Plan is ratified; and

WHEREAS, the Petitioners proposed that the Hayes Property be zoned upon annexation within the R3 – General Residence District and within the R1-B – Single-Family Residence District, which zoning shall be addressed by the City Council in an Ordinance forthcoming after the Annexation Plan is ratified; and

WHEREAS, as required by § 19 (o) of Article 23A of the Annotated Code of Maryland, an annexation plan shall be adopted by the City Council in connection with the annexation of the Hayes Property; and

WHEREAS, on \_\_\_\_\_, 2011, the City Council conducted a public hearing on the proposed annexation of the Hayes Property, at which time the annexation plan was open to public review and discussion, which annexation plan had been provided to Anne Arundel County and to the Maryland Department of Planning at least thirty (30) days prior to the public hearing; and

1 **WHEREAS,** having considered the proposed annexation, the proposed zoning, the testimony  
2 and evidence presented thereon, the reports and recommendations of the  
3 Planning Commission and the Department of Planning and Zoning, and the  
4 information and opinions provided by other persons, departments, and agencies,  
5 having weighed the information, and having completed and finalized the  
6 annexation plan so as to appropriately plan for the incorporation into and the  
7 potential development of the Hayes Property within the City, the Council now  
8 adopts an annexation plan for the Hayes Property.  
9

10 **NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the  
11 Annexation Plan for the Hayes Property attached hereto be, and it is hereby, adopted.  
12

13 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that this Resolution  
14 shall take effect on the date of adoption, and that all parties to the Annexation Plan shall  
15 cooperatively endeavor to ratify the Annexation Plan in as prompt a manner as is possible.  
16

17 **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.  
18  
19

20 **ATTEST:**

**THE ANNAPOLIS CITY COUNCIL**

**BY**

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC, City Clerk

\_\_\_\_\_  
Joshua J. Cohen, Mayor

**EXPLANATION:**

~~Highlighting indicates matter added to existing law.~~  
~~Strikeout indicates matter deleted from existing law.~~  
Underlining indicates amendments.

21  
22  
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31

## ANNEXATION PLAN

THIS ANNEXATION PLAN (the "Plan") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between THE CITY OF ANNAPOLIS, MARYLAND, a municipal corporation of the State of Maryland (the "City"), and K. HOVNANIAN HOMES OF MARYLAND, L.L.C., HOGAN HOLDING COMPANY, LC, JAMES J. BLACKWELL, ROXANNE WINN, and BUCKLEY W. HAYES (collectively, "Petitioners").

### Recitals

- A. WHEREAS, on January 14, 2011, the Petitioners filed with the City a Petition for Annexation (the "Petition"), which Petition the Office of the City Clerk determined to have satisfied all laws and regulations pertaining to the preparation, execution, notification, and filing thereof codified within the Code of the City of Annapolis (the "City Code") and within the Annotated Code of Maryland (the "State Code");
- B. WHEREAS, the properties proposed for annexation in the Petition are fully and accurately identified in the Petition and its supporting exhibits, are contiguous to and adjoin the existing corporate boundary of the City, collectively contain 7.374 acres, more or less, and are known as the Hayes Property (the "Property");
- C. WHEREAS, as described in detail in the Petition, the owners of the various parcels comprising the Property are James J. Blackwell, Roxanne Winn, and Buckley W. Hayes. Hogan Holding Company, LC is the contract purchaser of the Property. K. Hovnanian Homes of Maryland, L.L.C. is the holder of a right to purchase Hogan Holding Company, LC's contract rights in the Property. Hogan Holding Company, LC and K. Hovnanian Homes of Maryland, L.L.C. are collectively referred to herein in the singular as "Petitioner";
- D. WHEREAS, in accordance with § 19 (o) of Article 23A of the State Code, which requires that an annexation plan shall be adopted by the City Council of the City of Annapolis (the "Council") in connection with the annexation of the Property, this annexation plan was prepared and was open to public review and discussion at the Council's public hearing on the proposed annexation of the Property, and had been provided to Anne Arundel County and to the Maryland Department of Planning at least thirty (30) days prior to the Council's public hearing;
- E. WHEREAS, the Property was included within Growth Area "A" in the 2009 Annapolis Comprehensive Plan, which designated the area as eligible for annexation and appropriate for establishing a logical boundary for the City's jurisdictional limits; and

*Winn  
Blackwell  
and  
Hayes  
are Petitioners*

F. WHEREAS, the City and the Petitioners desire to appropriately plan for the incorporation into and the potential development of the Property within the City of Annapolis; and

G. WHEREAS, the City and the Petitioners voluntarily enter into this Plan to ensure such circumstances and to fulfill the requirements of § 19 (o) of Article 23A of the State Code, and the parties hereto covenant that they have the full right, power, and authority to enter into, carry out, perform, and execute this Plan.

NOW, THEREFORE, in consideration of the mutual interests, covenants, promises, agreements, and undertakings set forth herein, including the preceding Recitals, the accuracy and sufficiency of which is expressly acknowledged, the City and the Petitioners mutually agree as follows:

1. Conceptual Plan of Development. The City and the Petitioner contemplate that development of the Property shall generally take the form illustrated on the conceptual site plan identified as "Conceptual Site Plan #1", prepared by Bay Engineering, Inc., dated July, 2010, and attached hereto as Exhibit "A". The City and the Petitioner acknowledge that changes to this layout may be made as part of the application, approval, and permitting processes. The City and the Petitioner further acknowledge that, in accordance with § 9 (c) (1) of Article 23A of the State Code, for a period of five years following the annexation of the Property, the City may not permit development of the Property for land uses substantially different than the use authorized, or at a substantially higher, not to exceed 50%, density than could be granted for the proposed development, in accordance with the zoning classification of Anne Arundel County applicable at the time of the annexation without the express approval of Anne Arundel County. change  
to  
one
2. Provision of Public Services. The City shall not be obligated to provide public services, including but not limited to street maintenance, snow removal, solid waste removal (refuse, yard waste recycling, recycling), on the Property unless the Property is properly permitted for and developed with a public roadway for which the City has accepted a fee simple deed for the right-of-way ownership, and the City shall not be obligated to provide such public services on any existing or subsequently developed private rights-of-way, easements, and/or driveways.
3. Infrastructure Fees and Facilities. The Petitioner shall be solely and jointly and severally responsible for all costs associated with the extension of utility mains, the water distribution system, the wastewater collection system, tap fees, connection charges, capital facility fees, capital assessment charges, and construction inspection fees. The parties acknowledge that, while preliminary studies indicate that water and sewer facilities will be adequate for development of the Property and that sewer service can be handled by gravity flow, Petitioner shall comply with all applicable City laws related to the adequacy of public facilities in connection with the development of the Property.
4. Facilities Improvements and Ownership. The Petitioner shall pay and shall be solely and jointly and severally responsible for the payment of all costs associated with the construction

of internal roadways, curb and gutters, sidewalks, street lighting, storm drain systems and stormwater management facilities and shall be the owner of all such internal facilities. Stormwater management facilities shall be owned, inspected, maintained, repaired, and replaced by the Petitioner in accordance with City and State requirements. Petitioner shall be solely responsible for paying for all costs associated with any capacity increase to existing roadways should said increase be required by the City, County, or State. The City and other applicable agencies shall review and approve all infrastructure for compliance with applicable requirements.

5. Traffic Signs and Signals. The Petitioner shall solely pay and be jointly and severally responsible for the payment of all costs associated with traffic signs and/or signals which may be required in connection with the development of the Property. The City and other applicable agencies shall review and approve all such traffic-related improvements for compliance with applicable requirements.
6. Infrastructure Bond. The Petitioner, to the satisfaction of the City, shall jointly and severally bond all infrastructure improvements for the full cost of the improvements so that, in the event that the Petitioner cannot complete the work for any reason, the City will have the financial resources to do so. Once the infrastructure has been finally accepted by the City, after the requirements of the City and all other applicable agencies have been fulfilled, the bond may, in the City's discretion, be reduced to a one-year maintenance bond at ten percent (10%) of the full bond. The Petitioner shall jointly and severally guarantee all costs of infrastructure improvements which exceed the amount of bond coverage.
7. Infrastructure Inspection, Maintenance, Repair and Replacement. The City shall not be responsible for infrastructure inspection, maintenance, repair or replacement during construction, including snow removal and solid waste removal (refuse, yard waste recycling, recycling), water distribution and wastewater collection systems operations and maintenance, pump station operations and maintenance, and road repairs and operation. If the rights-of-way are to be public, which shall occur in the City's sole discretion, the City's responsibility for inspection, maintenance, repair or replacement of such infrastructure facilities shall not be activated until the City's final and complete infrastructure inspection and approval, acceptance of deeds or other instruments of conveyance, and final release of maintenance bond. The City shall not be responsible for infrastructure inspection, maintenance repair or replacement during or after construction if the rights-of-way remain private.
8. Natural Features. The City and the Petitioners acknowledge that the Property contains significant steep slopes toward the southern and southeastern property boundaries and the parties further recognize that, due to the slopes' environmental significance to Church Creek, it may not be suitable for buildings and/or utilities to be constructed in these areas. Petitioner shall undertake or cause or allow to be caused minimal disturbance to these features, and shall utilize superior sediment control measures in the development process, and shall comply with all applicable City and State Critical Areas laws and regulations.
9. Binding Effect. The terms, conditions, and provisions of this Plan shall be deemed as covenants running with the Property and shall be binding upon and shall inure to the benefit

of the parties hereto, any successor municipal authorities of the City, successor owners of record of the Property, and their respective heirs, personal representatives, successors, grantees, and assigns. It is expressly understood and agreed by the parties that the benefits, rights, duties, and obligations hereunder are conferred and imposed upon the parties only upon and contingent upon the City's annexation of the Property. It is further expressly understood and agreed that the Petitioner may assign its benefits, rights, duties, and obligations hereunder either as part of the conveyance of the Property as an entirety or severally as part of the conveyances of portions of the Property, that any such conveyance or assignment is permissible without the consent of the City, any of its elected official, employees, or agents, that the obligations and responsibilities expressed in this Plan shall be binding upon and applicable to the owner of the Property as may exist from time to time, and that such owner of the Property shall undertake, perform, or otherwise meet each obligation or responsibility when the same may arise. No provision of this Plan shall create any third party beneficiary rights or other rights in any person or entity not a party hereto.

At such time as K. Hovnanian Homes of Maryland ("Hovnanian"), or any of its affiliated entities, acquires title to the Property, Hovnanian (or its affiliated entity, as the case may be) shall be the sole party that the City shall require to perform hereunder. Hovnanian, or the Petitioners, may assign their respective rights arising out of the Property, however, prior to such assignment, if done prior to the development of the Property contemplated herein, the City must consent to the assignment, which consent shall not be unreasonably withheld.

10. Cooperation of Parties. The parties shall take all reasonable actions and do all things reasonably necessary or appropriate to carry out and to expedite the terms and provisions of this Plan and to generally enable the parties' compliance with the terms and provisions of this Plan.
11. Recordation. This Plan shall be recorded among the Land Records of Anne Arundel County by and at the expense of the Petitioner, following which the Petitioner shall provide the original of the recorded Plan to the City.
12. Modification of Plan. No portion of this Plan shall be amended, waived, modified, discharged, or terminated except by an instrument in writing signed by all parties hereto or their successors, grantees, or assigns and witnessed and notarized.
13. Headings. Descriptive headings herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Plan.
14. Severability. In the event that any one or more of the provisions contained in this Plan shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed as if such invalid, illegal, or unenforceable provision had never been herein contained.
15. Enforceability. This Plan shall be specifically enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action or suit at law or in equity to

secure the performance of the covenants herein contained. Venue for all actions arising from this Plan shall be the Courts of Anne Arundel County, Maryland. In any such action, the parties waive their right, if any, to trial by jury.

IN WITNESS WHEREOF, the parties have executed and sealed this Plan as of the day and year first above written.

**SIGNATURE PAGES FOLLOW**

311

THE CITY OF ANNAPOLIS

ATTEST:

\_\_\_\_\_  
Regina Watkins-Eldridge, City Clerk

By: \_\_\_\_\_ (Seal)  
Joshua J. Cohen,  
Mayor of the City of Annapolis

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Karen Hardwick, Esq., City Attorney

**State of Maryland, Anne Arundel County, to wit:**

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me, a notary public, in and for the State and County aforesaid, did personally appear, Joshua J. Cohen, Mayor of the City of Annapolis, Maryland, who acknowledged that he is authorized to execute this Annexation Plan on behalf of the City of Annapolis, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Witness:

\_\_\_\_\_

**K. Hovnanian Homes of Maryland, L.L.C.**  
A Maryland limited liability company

By: \_\_\_\_\_  
A. Hugo DeCesaris, (Seal)  
Region President

STATE OF \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_ do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared A. Hugo DeCesaris, Region President of K. Hovnanian Homes of Maryland, L.L.C., and acknowledged that, being authorized to so do, he has executed this Annexation Plan as the act and deed of K. Hovnanian Homes of Maryland, L.L.C. for the purposes therein contained.

Witness my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Witness:

**Hogan Holding Company, LC**  
A Maryland limited company

\_\_\_\_\_

By: \_\_\_\_\_  
Timothy S. Hogan, (Seal)  
Member

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared Timothy S. Hogan, Member of Hogan Holding Company, LC, and he acknowledged that, being authorized to so do, he has executed this Annexation Plan as the act and deed of Hogan Holding Company, LC for the purposes therein contained.

Witness my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Witness:

\_\_\_\_\_

James J. Blackwell (Seal)

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared James J. Blackwell, and he acknowledged that he has executed this Annexation Plan as his act and deed for the purposes therein contained.

**Witness** my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Roxanne Winn (Seal)

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared Roxanne Winn, and she acknowledged that she has executed this Annexation Plan as her act and deed for the purposes therein contained.

**Witness** my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

1 Witness:  
2  
3  
4  
5  
6

\_\_\_\_\_ Buckley W. Hayes (Seal)

7  
8  
9 STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:  
10

11 I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do  
12 hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011  
13 before me personally appeared Buckley W. Hayes, and he acknowledged that he has executed  
14 this Annexation Plan as his act and deed for the purposes therein contained.  
15

16 **Witness** my hand and notarial seal.  
17

18 \_\_\_\_\_  
19 Notary Public

20 My Commission Expires: \_\_\_\_\_  
21

CITY COUNCIL OF THE  
**City of Annapolis**

**Ordinance No. O-38-11**

Introduced by: Mayor Cohen and Alderwoman Hoyle

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	180 Day Rule
7/25/11			N/A
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't Planning Commission	7/25/11 7/25/11		<b>Travels with R-45-11 and R-47-11</b>

**A ORDINANCE** concerning

**Zoning of Annexed Land – Hayes Property**

**FOR** the purpose of establishing zoning classifications of R3 – General Residence District and R1-B – Single-Family Residence District for 7.374 acres of property known as the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

**WHEREAS,** on January 14, 2011, K. Hovnanian Homes of Maryland, L.L.C., Hogan Holding Company, LC, James J. Blackwell, Roxanne Winn, and Buckley W. Hayes (collectively, "Petitioners") submitted a Petition for Annexation to the City of Annapolis for 7.374 acres of property known as the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive, which Petition is being addressed by the City Council in Resolution No. R-47-11; and

**WHEREAS,** the Petitioners have proposed, should the Hayes Property be annexed into the City, that the existing R15 portion of the Hayes Property be zoned within the R3 – General Residence District, and that the existing R2 portion of the Hayes Property be zoned within the R1-B – Single-Family Residence District; and

**WHEREAS,** on \_\_\_\_\_, 2011, the Annapolis City Council conducted a public hearing on the zoning classifications proposed in connection with the annexation, at which time the Council heard a staff report presented by the Director of Planning and Zoning, received the Findings of Fact from the Planning Commission dated \_\_\_\_\_, 2011, and received the Memorandum from the Director of Planning and Zoning to the Planning Commission dated \_\_\_\_\_, 2011; and

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**WHEREAS,** having considered the annexation and the proposed zoning classifications, the testimony and evidence presented, and the report and recommendations of the Planning Commission and the Department of Planning and Zoning, and having weighed the evidence and judged the credibility of witnesses appearing before it, the City Council makes the following findings of fact:

1. In conformance with the laws of the State of Maryland and the City of Annapolis, the Hayes Property was annexed into the City of Annapolis *via* Resolution No. R-47-11, adopted on \_\_\_\_\_, 2011. The Hayes Property is designated as suitable for "Residential – High Density" and "Residential – Low Density" uses, as illustrated in the Anne Arundel County General Development Plan, dated April 2009 and adopted by Anne Arundel County in Bill No. 64-09, and the Hayes Property is zoned R15 – Residential District and R2 – Residential District, as shown on the Zoning Map for the Second Assessment District; and

2. Reclassification of the Hayes Property from Anne Arundel County Zoning Districts R15 and R2 to City of Annapolis Zoning Districts R3 – General Residence District and R1-B – Single-Family Residence District is in conformance with the provisions of § 9 (c) of Article 23A of the Annotated Code of Maryland, with Chapter 5 – Municipal Growth and Community Facilities of the 2009 Annapolis Comprehensive Plan, and with the surrounding uses and zoning districts. The City's Department of Planning and Zoning and Planning Commission have recommended the zoning classifications of R3 and R1-B as being in the public interest.

**SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL** that the zoning requests contained within the Petition for Annexation for the Hayes Property, earlier annexed, be, and the same hereby are, approved and granted, such that the County-zoned R15 portion of the Hayes Property is classified within the City's R3 – General Residence District, and such that the County-zoned R2 portion of the Hayes Property is classified within the City's R1-B – Single-Family Residence District.

**SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL** that the boundary lines for the R3 – General Residence District and the R1-B – Single-Family Residence District upon and within the Hayes Property, as illustrated on the "Zoning Site Plan", dated December, 2010, prepared by Bay Engineering Inc., and included as Exhibit "H" to the Petition for Annexation for the Hayes Property, which Zoning Site Plan is attached hereto, are adopted herewith.

**SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL** that this Ordinance shall become effective upon the forty-fifth (45th) day following the passage of Resolution No. R-47-11, provided no Petition for Referendum regarding Resolution No. R-47-11 has been properly filed according to law.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST: \_\_\_\_\_ THE ANNAPOLIS CITY COUNCIL  
  
BY \_\_\_\_\_

Regina C. Watkins-Eldridge, MMC, City Clerk

Joshua J. Cohen, Mayor

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**EXPLANATION:**  
Highlighting indicates matter added to existing law.  
~~Strikeout indicates matter deleted from existing law.~~  
Underlining indicates amendments.

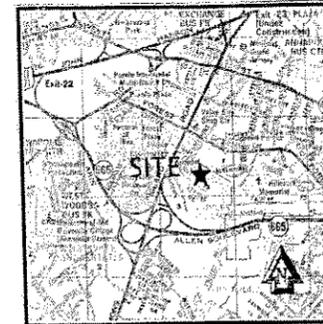
**RECOMMENDED  
CONCEPT PLAN**

**REVISED IN ACCORDANCE  
WITH  
AGENCY REVIEW COMMENTS**

# RECOMMENDED CONCEPT PLAN

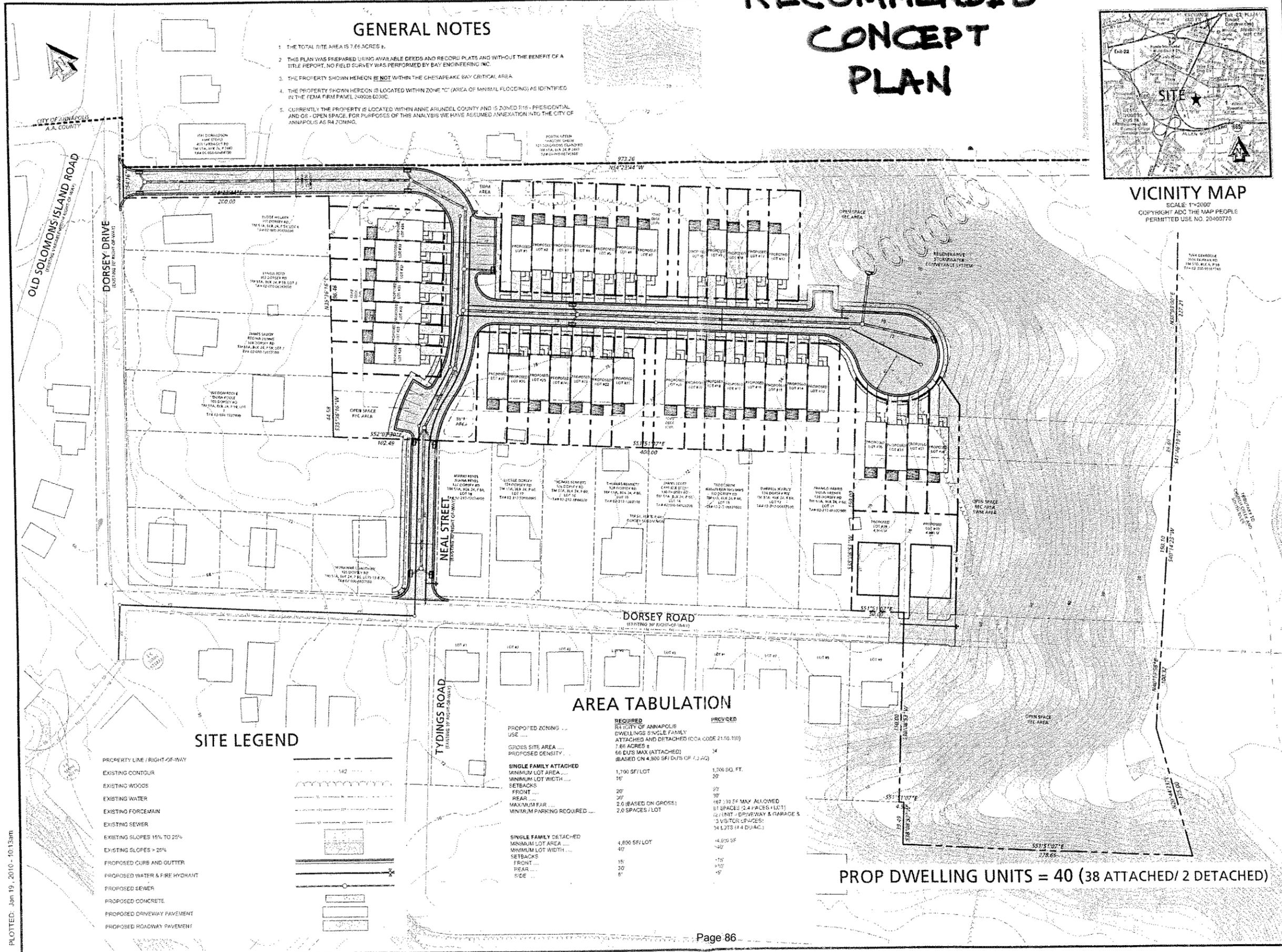
## GENERAL NOTES

1. THE TOTAL SITE AREA IS 7.66 ACRES ±.
2. THIS PLAN WAS PREPARED USING AVAILABLE DEEDS AND RECORD PLATS AND WITHOUT THE BENEFIT OF A TITLE REPORT. NO FIELD SURVEY WAS PERFORMED BY BAY ENGINEERING INC.
3. THE PROPERTY SHOWN HEREON IS NOT WITHIN THE CHESAPEAKE BAY CRITICAL AREA.
4. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN ZONE "C" (AREA OF MINIMAL FLOODING) AS IDENTIFIED IN THE FEMA FIRM PANEL 240908 6036C.
5. CURRENTLY THE PROPERTY IS LOCATED WITHIN ANNE ARUNDEL COUNTY AND IS ZONED R1F - RESIDENTIAL AND OS - OPEN SPACE. FOR PURPOSES OF THIS ANALYSIS WE HAVE ASSUMED ANNEXATION INTO THE CITY OF ANNAPOLIS AS R4 ZONING.



## VICINITY MAP

SCALE: 1"=200'  
COPYRIGHT: ADC THE MAP PEOPLE  
PERMITTED USE NO. 20400770



## SITE LEGEND

- PROPERTY LINE / RIGHT-OF-WAY
- EXISTING CONTOUR
- EXISTING WOODS
- EXISTING WATER
- EXISTING FORCEMAIN
- EXISTING SEWER
- EXISTING SLOPES 15% TO 25%
- EXISTING SLOPES > 25%
- PROPOSED CURB AND GUTTER
- PROPOSED WATER & FIRE HYDRANT
- PROPOSED SEWER
- PROPOSED CONCRETE
- PROPOSED DRIVEWAY PAVEMENT
- PROPOSED ROADWAY PAVEMENT

## AREA TABULATION

PROPOSED ZONING USE	REQUIRED	PROVIDED
GROSS SITE AREA	7.66 ACRES ±	34
PROPOSED DENSITY	60 DUS MAX (ATTACHED) (BASED ON 4,800 SF/DUS OF R4 ZONING)	34
<b>SINGLE FAMILY ATTACHED</b>		
MINIMUM LOT AREA	1,700 SF/LOT	1,700 SQ. FT.
MINIMUM LOT WIDTH	16'	20'
SETBACKS		
FRONT	20'	30'
REAR	30'	30'
MAXIMUM FUR	2.0 (BASED ON GROSS)	1.87 (30 SF MAX ALLOWED)
MINIMUM PARKING REQUIRED	2.0 SPACES / LOT	12 (1 UNIT = DRIVEWAY & GARAGE & 3 VISITOR SPACES; 24 LOTS @ 4 DUS/LOT)
<b>SINGLE FAMILY DETACHED</b>		
MINIMUM LOT AREA	4,800 SF/LOT	4,800 SF
MINIMUM LOT WIDTH	40'	40'
SETBACKS		
FRONT	15'	15'
REAR	30'	30'
SIDE	5'	5'

PROP DWELLING UNITS = 40 (38 ATTACHED/ 2 DETACHED)

**Revisions**

Rev. #	By	Date	Description

Copyright © 2009  
Bay Engineering Inc.  
Annapolis, Maryland 21401  
410.807.0262  
www.bayengineering.com

**Bay Engineering Inc.**  
Engineers, Architects, Surveyors, Planners  
190 Alpha Circle Drive, Suite 175  
Annapolis, Maryland 21401  
410.807.0262  
www.bayengineering.com

Date: DECEMBER, 2009  
Job Number: 09-2005  
Scale: 1"=40'  
Drawn By: L.S.  
Approved By: T. SCHILMAN

Folder Reference:  
KOCH HAYES PROPERTY, ANNAPOLIS  
OLD SOLOMONS ISLAND ROAD

CONCEPTUAL SITE PLAN (22' WIDE TOWNHOMES)  
SKETCH FOR THE  
**HAYES PROPERTY**  
TAX MAP 51A, BLOCK 24, PARCELS 6, 8, AND 45  
TAX MAP 51D, BLOCK 10, PARCELS 60, LOT 10  
TAX MAP 51D, BLOCK 8, PARCELS 70, 381, AND 382  
SOUTH RIVER ROAD, DORSEY ROAD, OLD SOLOMONS ISLAND ROAD, 2401  
SECOND DISTRICT, ANNE ARUNDEL COUNTY, ZONED

Author: F:\09-3305 Koch Hayes Property Annapolis\Drawing Files\Sketch\Concept 3\COPY of KOCH-HAYES S03.dwg

Sheet No. 1 OF 1

# **INTERAGENCY REVIEW COMMENTS**



Chartered 1708

*City of Annapolis*

**DEPARTMENT OF PLANNING AND ZONING**

145 Gorman Street, 3<sup>rd</sup> Floor, Annapolis, Maryland 21401  
Annapolis 410-263-7961 • FAX 410-263-1129 • TDD 410-263-7943

JON ARASON, AICP  
DIRECTOR

August 2, 2011

**MEMORANDUM**

**To:** Bruce Miller, Director of Finance  
David Jarrell, Director of Public Works  
Maria Broadbent, Director of Neighborhood and Environmental Programs  
Chief David L. Stokes, Sr., Fire Department  
Chief Michael Pristoop, Police Department  
LeeAnn Plummer, Director of Recreation and Parks  
Richard Newell, Director of Transportation  
Larry Tom, Planning and Zoning Officer, Anne Arundel County  
Douglas L. Hart, Acting Health Officer, Anne Arundel County  
Richard Hall, Secretary of the Maryland Department of Planning  
Virginia Burke, Chief of Comprehensive Planning

**From:** Jacquelyn M. Rouse, Planning Administrator

**Re:** Hayes Property

**Location:** Old Solomons Island Road

Enclosed for your review is annexation request received for processing by the City of Annapolis. Copies of the legislation introduced by the City Council relative to the annexation are included in your review packet – they are R-47-11 for approval of the annexation. R-45-11 for the Annexation Plan (this replaces the Outline for Extension of Services and the Public Facilities Agreement) and O-38-11 which designates the zoning of the property.

The 7.34 +/- acre property consists of several parcels of land located off of Old Solomons Island Road near its intersection with Forest Drive. The proposed zoning is R3, General Residence District and R1B, Single-family Residence District.

The proposed development of the property is a multi-family residential project as is shown on the Conceptual Site Plan and discussed in the Fiscal Impact Analysis.

The Planning and Zoning Department requests any comments you may have pertaining to the annexation petition. For those agencies providing services to this area, please indicate, where applicable, what impacts, if any, this annexation and its proposed development will have on the provision of those services. (Please provide comments relative to Title 22, Adequate Public Facilities)

Please also indicate any additional requirements and or conditions you would recommend be placed upon the annexation relative to the provision of services to the annexed area or to the future development of the site.

I would appreciate your written comments no later than August 23, 2011. Should you have any questions or require any information or clarification, please call me at 410/263-7961 ext.7794 or email at [jmr@annapolis.gov](mailto:jmr@annapolis.gov).

## DEPARTMENT OF PUBLIC WORKS COMMENTS

Water and Sewer Comments for Alternate Plan titled "Conceptual Site Plan (22'Wide Townhomes) Sketch for the Hayes Property" dated December, 2009 are as follows:

1. Water and Sewer services from the County on Dorsey Road and Dorsey Drive through Neal Street (existing paper Right of Way) are not acceptable. Water and Sewer Service shall be from the City at the intersection of Old Solomon's Island Road, Neal Street (paved road) and Dorsey Drive.
2. Comments in 9/14/11 Attachment also apply to the Alternate Plan.



City of Annapolis  
DEPARTMENT OF PUBLIC WORKS

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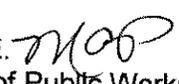
145 Gorman Street, 2<sup>nd</sup> Floor, Annapolis, Maryland 21401-2517  
pubworks@annapolis.gov • www.annapolis.gov  
Annapolis 410-263-7949 • FAX 410-263-3322

September 14, 2011

MEMORANDUM

TO: Jacquelyn Rouse  
Planning Administrator

VIA: David Jarrell, P.E.   
Director of Public Works

FROM: Marcia Patrick, P.E.   
Assistant Director of Public Works

RE: Hayes Annexation  
Public Works Comments

Thank you for the opportunity to provide additional comments on the proposed Hayes Annexation. These comments provide additional information and clarification to comments that have been previously submitted.

**Perimeter Roadway Improvements**

The development of this property may create unacceptable intersections with Dorsey Road, owned by Anne Arundel County, and Old Solomons Island Road, owned by the Maryland State Highway Administration. Prior to development, the Petitioner or his successor, must obtain permits from the appropriate agencies, who will determine if access will be permitted and what improvements shall be made to the intersections to permit access. The Petitioner, or his successor, shall make, at their sole expense, all improvements required by these agencies including acquiring the necessary rights of way, as may be necessary to make these improvements.

**Sewer**

It is in the best interest of both the developer and the City to have the site served with gravity sewer on Old Solomon's Island Road. The Department of Public Works' standards relative to preferred criteria used to determine the ability to provide gravity sewer service is as follows:

Preferred criteria	Allowable criteria (w/justification)
Min. sewer main slope - .005 ft/ft (1/2%)	Min. sewer main slope - .0045 ft/ft
Min. sewer main depth – 5 feet	Min. sewer main depth – 3 feet
Min. sewer lateral slope - .02 ft/ft (2%)	Min. sewer lateral slope - .01 ft/ft (1%)
Lateral depth at property line – 4 feet	Lateral depth at property line – 3 feet
Max. Sewer main/manhole depth – 10 feet	Max. Sewer manhole depth w/o int. platform – 15 feet
Min. sewer manhole depth – 5 feet	Min. sewer main depth – 3 feet

In order to meet Adequate Public Facilities (APF) approval, the developer is to design a gravity sewer system to the preferred criteria, above, or provide an alternatives analysis in the engineering report that demonstrates that the preferred criteria cannot be met and evaluates and presents alternative options.

Based on a preliminary review of Bay Engineering's Conceptual Site Plan #1, dated July, 2010, it appears that it is feasible to provide gravity sewer service to the first floor of all of the units. However, service to basements by gravity appears to be impossible, at least for some portion of the units. The APF engineering report will need to address these limitations.

**Water**

It is the best interest of both the developer and the City to have the site served with water having adequate static water pressure. After further review of industry criteria used to evaluate adequate static water pressure (Ten State Standards - minimum static pressure of 35 psi at the street), the Department of Public Works has modified its' preferred criteria used to assess adequate static water pressure as follows:

Preferred criteria
Max. Elev. @ street edge in front of property – El. 77

In order to meet APF approval, the developer must meet the preferred criteria as indicated above, or provide an alternatives analysis evaluating options in the engineering report that demonstrates that the preferred criteria cannot be met.

Based on a preliminary review of Bay Engineering's Conceptual Site Plan #1, dated July, 2010, it appears that it is feasible to provide adequate static water pressure to some portion of the development, but not others. The APF engineering report will need to address these limitations.

**Financial Analysis for Annexation with regard to Water and Sewer Utilities**

Included within the fiscal analysis for water and sewer, the petitioner will include an analysis of the operating, maintenance and Capital Reserve Costs (OM&C) for any mechanical and/or electrical systems required for the annex area, including, but not limited to, sewage pump stations and water booster pump stations.

Hayes Annexation  
Page 3 of 3

The fiscal analysis shall include, but not be limited to, the projected operating and maintenance costs based on the City of Annapolis, Department of Public Works current expenditure, that expenditure not to be obtained from the Budget but rather from figures provided by the Department of Public Works. Capital Reserve Costs will be based on pump and all other mechanical and electrical equipment replacement (exclusive of pipes and valves) every 20 years and complete replacement of the facility every 60 years.

With direction and guidance from the Department of Public Works, the petitioner shall calculate the revenue generated by the annex area into the Sewer and Water Enterprise Fund, and compare it to the total expenses (including mechanical and/or electrical systems OM&C) and determine if the revenue generated by the annex area is greater than the total OM&C expenses for the annex area.

DAJ/MAP/TKB/SMB

PUBLIC WORKS REVISIONS - ANNEXATION PLAN

THIS ANNEXATION PLAN (the "Plan") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between THE CITY OF ANNAPOLIS, MARYLAND, a municipal corporation of the State of Maryland (the "City"), and K. HOVNANIAN HOMES OF MARYLAND, L.L.C., HOGAN HOLDING COMPANY, LC, JAMES J. BLACKWELL, ROXANNE WINN, and BUCKLEY W. HAYES (collectively, "Petitioners").

**Recitals**

- A. WHEREAS, on January 14, 2011, the Petitioners filed with the City a Petition for Annexation (the "Petition"), which Petition the Office of the City Clerk determined to have satisfied all laws and regulations pertaining to the preparation, execution, notification, and filing thereof codified within the Code of the City of Annapolis (the "City Code") and within the Annotated Code of Maryland (the "State Code");
- B. WHEREAS, the properties proposed for annexation in the Petition are fully and accurately identified in the Petition and its supporting exhibits, are contiguous to and adjoin the existing corporate boundary of the City, collectively contain 7.374 acres, more or less, and are known as the Hayes Property (the "Property");
- C. WHEREAS, as described in detail in the Petition, the owners of the various parcels comprising the Property are James J. Blackwell, Roxanne Winn, and Buckley W. Hayes. Hogan Holding Company, LC is the contract purchaser of the Property. K. Hovnanian Homes of Maryland, L.L.C. is the holder of a right to purchase Hogan Holding Company, LC's contract rights in the Property. Hogan Holding Company, LC and K. Hovnanian Homes of Maryland, L.L.C. are collectively referred to herein in the singular as "Petitioner";
- D. WHEREAS, in accordance with § 19 (o) of Article 23A of the State Code, which requires that an annexation plan shall be adopted by the City Council of the City of Annapolis (the "Council") in connection with the annexation of the Property, this annexation plan was prepared and was open to public review and discussion at the Council's public hearing on the proposed annexation of the Property, and had been provided to Anne Arundel County and to the Maryland Department of Planning at least thirty (30) days prior to the Council's public hearing;
- E. WHEREAS, the Property was included within Growth Area "A" in the 2009 Annapolis Comprehensive Plan, which designated the area as eligible for annexation and appropriate for establishing a logical boundary for the City's jurisdictional limits; and

**Comment:** Petitioners include only property owners

- F. WHEREAS, the City and the Petitioners desire to appropriately plan for the incorporation into and the potential development of the Property within the City of Annapolis; and
- G. WHEREAS, the City and the Petitioners voluntarily enter into this Plan to ensure such circumstances and to fulfill the requirements of § 19 (o) of Article 23A of the State Code, and the parties hereto covenant that they have the full right, power, and authority to enter into, carry out, perform, and execute this Plan.

NOW, THEREFORE, in consideration of the mutual interests, covenants, promises, agreements, and undertakings set forth herein, including the preceding Recitals, the accuracy and sufficiency of which is expressly acknowledged, the City and the Petitioners mutually agree as follows:

1. Conceptual Plan of Development. The City and the Petitioner contemplate that development of the Property shall generally take the form illustrated on the conceptual site plan identified as "Conceptual Site Plan #1", prepared by Bay Engineering, Inc., dated July, 2010, and attached hereto as Exhibit "A". The City and the Petitioner acknowledge that changes to this layout may be made as part of the application, approval, and permitting processes. The City and the Petitioner further acknowledge that, in accordance with § 9 (c) (1) of Article 23A of the State Code, for a period of five years following the annexation of the Property, the City may not permit development of the Property for land uses substantially different than the use authorized, or at a substantially higher, not to exceed 50%, density than could be granted for the proposed development, in accordance with the zoning classification of Anne Arundel County applicable at the time of the annexation without the express approval of Anne Arundel County.
2. Provision of Public Services. The City shall not be obligated to provide public services, including, but not limited to, street maintenance, snow removal, solid waste removal (refuse, yard waste recycling, recycling), ~~to the Property unless the Property is properly permitted for and developed with a public roadway for which the City has accepted a fee simple deed for the right-of-way ownership, and the City shall not be obligated to provide such public services on any existing or subsequently developed private rights-of-way, easements, and/or driveways.~~
3. Infrastructure Fees and Facilities. The Petitioner shall be solely and jointly and severally responsible for all costs, including but not limited to all engineering and construction costs, associated with the extension of utility mains, the water distribution system, the wastewater collection system, wastewater pumping stations, water booster stations, tap fees, connection charges, capital facility fees, capital assessment charges, and construction inspection fees. The parties acknowledge that, while preliminary studies indicate that water and sewer facilities will be adequate for development of the Property and that sewer service can and should be handled by gravity flow, Petitioner shall comply with all applicable City laws and policies related to the adequacy of public facilities in connection with the development of the Property. The Petitioner shall be required to connect to both the City's water distribution and wastewater collection system located near the intersection of Old Solomons Island Road

Comment: Revised Concept Plan to be substituted

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and Neal Street. Where applicable, all work shall be in accordance with the City of Annapolis Standard Specifications and Details. The City, and other applicable agencies, will review and approve all infrastructure for compliance with all applicable requirements.

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4. Facilities Improvements and Ownership. The Petitioner shall pay and shall be solely and jointly and severally responsible for all costs, including, but not limited to all engineering and construction costs, associated with the construction of internal roadways, curb and gutters, sidewalks, street lighting, storm drain systems and stormwater management facilities, and shall be the owner of all such internal facilities. Stormwater management facilities shall be owned, inspected, maintained, repaired, and replaced by the Petitioner in accordance with City and State requirements. Petitioner shall be solely responsible for paying for all costs, including right-of-way aquisition costs, associated with any capacity increase, alignment change and/or any alignment change to new or existing roadways should said increase be required by the City, County, or State. Where applicable, all work shall be in accordance with City of Annapolis Standard Specifications and Details. The City and other applicable agencies shall review and approve all infrastructure and facilities for compliance with applicable requirements.

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5. Street Lights. The Petitioner shall be responsible for the installation of street lighting for the property. All street lights require approval by the City of Annapolis, for style, type and luminosity. If the roadways are to be owned by the City of Annapolis, the street light must be selected from the models offered for lease by BGE, and street lighting maintenance will be by lease arrangement between BGE and the City of Annapolis. If the roadways are to remain private, the petitioner may select lighting from another source provide it is approved by the City of Annapolis for style, type and luminosity. The Petitioner shall pay for all costs associated with street lighting until the release of the maintenance bond and the conveyance and acceptance of the road rights of way by either the Home Owners Association or the City of Annapolis. Additionally, the Petitioner shall prepay, to the City or the Home Owners Association, as appropriate, for an additional one year of energy costs immediately prior to the release of the Maintenance Bond.

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6. Traffic Signs and Signals. The Petitioner shall solely pay and be jointly and severally responsible for all costs associated with traffic signs and/or signals which may be required in connection with the development of the Property. The City and other applicable agencies shall review and approve all such traffic-related improvements for compliance with applicable requirements.

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7. Infrastructure ("Performance") Bond. The Petitioner, in a format to be provided by the City and to the satisfaction of the City, shall jointly and severally bond all infrastructure and facility improvements for the full cost of the improvements so that, in the event that the Petitioner cannot complete the work for any reason, the City will have the financial resources to do so. Once the infrastructure and facilities have been conditionally accepted by the City, and after all requirements of the City and all other applicable agencies have been fulfilled, the bond may, in the City's sole discretion, be reduced to a one-year maintenance bond at a minimum of ten percent (10%) of the full bond. The Petitioner shall jointly and severally

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guarantee all costs of infrastructure improvements which exceed the amount of bond coverage.

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8. Infrastructure Inspection, Maintenance, Repair and Replacement. The City shall not be responsible for infrastructure or facilities operational inspection, maintenance, repair or replacement during construction, including snow removal and solid waste removal (i.e., refuse, yard waste, and recycling collection), water distribution and wastewater collection systems operations and maintenance, pump station operations and maintenance, and road repairs and operation. If the rights-of-way are to be owned by the City, which shall occur in the City's sole discretion, the City's responsibility for inspection, maintenance, repair or replacement of such infrastructure or facilities shall not be activated until the City's final and complete infrastructure inspection and approval, acceptance of deeds or other instruments of conveyance, and final release of maintenance bond. The City shall not be responsible for infrastructure or facilities operational inspection, maintenance repair or replacement during or after construction if the rights-of-way remain private.

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9. Natural Features. The City and the Petitioners acknowledge that the Property contains significant steep slopes toward the southern and southeastern property boundaries and the parties further recognize that, due to the slopes' environmental significance to Church Creek, it may not be suitable for buildings and/or utilities to be constructed in these areas. Petitioner shall undertake or cause or allow to be caused minimal disturbance to these features, and shall utilize sediment control measures, approved by the Anne Arundel Soil Conservation District, in the development process, and shall comply with all applicable City and State Critical Areas laws and regulations.

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10. Binding Effect. The terms, conditions, and provisions of this Plan shall be deemed as covenants running with the Property and shall be binding upon and shall inure to the benefit of the parties hereto, any successor municipal authorities of the City, successor owners of record of the Property, and their respective heirs, personal representatives, successors, grantees, and assigns. It is expressly understood and agreed by the parties that the benefits, rights, duties, and obligations hereunder are conferred and imposed upon the parties only upon and contingent upon the City's annexation of the Property. It is further expressly understood and agreed that the Petitioner may assign its benefits, rights, duties, and obligations hereunder either as part of the conveyance of the Property as an entirety or severally as part of the conveyances of portions of the Property, that any such conveyance or assignment is permissible without the consent of the City, any of its elected official, employees, or agents, that the obligations and responsibilities expressed in this Plan shall be binding upon and applicable to the owner of the Property as may exist from time to time, and that such owner of the Property shall undertake, perform, or otherwise meet each obligation or responsibility when the same may arise. No provision of this Plan shall create any third party beneficiary rights or other rights in any person or entity not a party hereto.

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At such time as K. Hovnanian Homes of Maryland ("Hovnanian"), or any of its affiliated entities, acquires title to the Property, Hovnanian (or its affiliated entity, as the case may be) shall be the sole party that the City shall require to perform hereunder. Hovnanian, or the Petitioners, may assign their respective rights arising out of the Property, however, prior to

such assignment, if done prior to the development of the Property contemplated herein, the City must consent to the assignment, which consent shall not be unreasonably withheld.

- 11. Cooperation of Parties. The parties shall take all reasonable actions and do all things reasonably necessary or appropriate to carry out and to expedite the terms and provisions of this Plan and to generally enable the parties' compliance with the terms and provisions of this Plan. Formatted: Bullets and Numbering
  
- 12. Recordation. This Plan shall be recorded among the Land Records of Anne Arundel County by and at the expense of the Petitioner, following which the Petitioner shall provide the original of the recorded Plan to the City. Formatted: Bullets and Numbering
  
- 13. Modification of Plan. No portion of this Plan shall be amended, waived, modified, discharged, or terminated except by an instrument in writing signed by all parties hereto or their successors, grantees, or assigns and witnessed and notarized. Formatted: Bullets and Numbering
  
- 14. Headings. Descriptive headings herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Plan. Formatted: Bullets and Numbering
  
- 15. Severability. In the event that any one or more of the provisions contained in this Plan shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed as if such invalid, illegal, or unenforceable provision had never been herein contained. Formatted: Bullets and Numbering
  
- 16. Enforceability. This Plan shall be specifically enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action or suit at law or in equity to secure the performance of the covenants herein contained. Venue for all actions arising from this Plan shall be the Courts of Anne Arundel County, Maryland. In any such action, the parties waive their right, if any, to trial by jury. Formatted: Bullets and Numbering

IN WITNESS WHEREOF, the parties have executed and sealed this Plan as of the day and year first above written.

**SIGNATURE PAGES FOLLOW**



City of Annapolis

**Department of Neighborhood & Environmental Programs**

160 Duke of Gloucester Street  
Annapolis, MD 21401-2517

mbroadbent@annapolis.gov 410-263-7946 Fax 410-263-9158 TDD 410-263-7943 • [www.annapolis.gov](http://www.annapolis.gov)

DATE: September 16, 2011  
TO: Jacquelyn Rouse, Planning Administrator, Department of Planning and Zoning  
FROM: Maria Broadbent, Director, Neighborhood and Environmental Programs   
RE: Hayes Property

Following are the Department of Neighborhood & Environmental Programs preliminary review comments to the submittal package dated August 2, 2011.

**HAVE CONSULTANT TEAM PROVIDE WRITTEN RESPONSE TO THE FOLLOWING COMMENTS ON AN ITEM TO ITEM BASIS:**

- A. **Standard Comments - Note: Some comments may not be applicable to your project as it is now proposed.**
- A1. Contractor shall not start any construction work or equipment before 7:00 a.m. and must finish no later than dusk. No outside Sunday work.
  - A2. All damage to City property, Old Solomons Island Road and property of others, during construction shall be total responsibility of owner/developer for replacement and repair costs, NOT CITY.
  - A3. During site work and construction, contractors shall maintain roadways free of mud, dirt, debris, and shall broom clean at the end of each work day as required.
  - A4. Must provide traffic control details related to blocking of any streets or sidewalks, contact engineering at 410-263-7949.
  - A5. Burning and burying of materials on site is prohibited.
  - A6. Record plat will need to be fully executed and recorded prior to any permit issuance.
  - A7. All contractors, subcontractors, electrical, mechanical, gas, plumbing and utility contractors shall be Maryland State Licensed. Gas, electric, utility, and plumbing contractors shall also carry a City of Annapolis license.

To: Jacquelyn M. Rouse  
Re: Hayes Property  
Page: 2

- A8. All work must meet building codes, fire codes, mechanical/electrical, structural, plumbing and energy codes, chemical pretreatment, Maryland safety glazing laws, disability codes and any and all City ordinances.
- A9. Separate permits will be required for building, street opening, signage, fuel tanks, curb cuts, fencing, and demolition. Do not submit for the building permit until you have received site plan, landscape and related approvals from Planning & Zoning.
- A10. Building permit submittal must consist of the following:
1. Building permit application.  
  
Six complete sets of Architectural, Mechanical, Electrical, Structural, Plumbing, and site plans. All drawings must be signed, sealed and dated.
- A11. Construction drawings must be signed, sealed and dated by a licensed Maryland architect. Structural, mechanical, electrical, gas, plumbing and site drawings must be signed, sealed, and dated by a licensed Maryland engineer.
- A12. All letters of credit or surety bonds (to City format) are required to be submitted to the Department of Public Works in full amount for the entire project, (not in phases) prior to issuance of any permit. Matt Sebastian, Stormwater Management Engineer, 410-263-7949 will determine the final dollar amount required prior to submittal.
- A13. Prior to the release of any surety at completion of construction, the Design Engineer shall provide reproducible certified Mylar AS-BUILTS of stormwater management facilities and public improvements. Also, PRIOR to surety release, the owner shall provide to the City of Annapolis reproducible Mylar drawings showing RECORDED Utility EASEMENTS and RIGHT OF WAY (R.O.W.).
- A14. All landscape drawings are to be reviewed and approved by the Department of Planning & Zoning. A letter of credit or surety bond may be required. Planning & Zoning will establish the dollar value and will administer the surety. Landscape bonds ONLY shall be coordinated with Thomas Smith, Department of Planning & Zoning, 410-263-7961.
- A15. Contact "Miss Utility" at 1-800-257-7777 at least five (5) days in advance of any excavation (if applicable)
- A16. Any re-location to existing power poles, above and underground wiring and utilities, fire hydrants, manholes, inlets, etc., shall be responsibility of owner/developer, NOT CITY. All new power lines, telephone lines and cable TV lines shall be underground. Any issues concerning overhead power lines shall be coordinated with Clint Pratt, 410-263-7946.

To: Jacquelyn M. Rouse  
Re: Hayes Property  
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- A17. Coordinate any proposed transformers, generators and condensers with Clint Pratt, 410-263-7946.
- A18. All existing street lights, fire hydrants, water lines, sewer lines, storm lines, gas lines, meters, cleanouts shall be inspected, evaluated and refurbished as required to meet City Standards and applicable Codes. All sewer and storm lines shall be cleaned out as required and made operational. All costs are the responsibility of the applicant.
- A19. All costs to bring in water and sewer to the building shall be responsibility of others and NOT THE CITY.
- A20. The water meter, vault size and location shall be verified. All costs to upgrade water meters, related piping and appurtenances will be the responsibility of others and **not** the City. Coordinate connection fees with John Quigley, 410-263-7946. Coordinate meter, vault size and pressure with Public Works Utilities at 410-263-7967.
- A21. Fire hydrant location to meet City Standards. Coordinate with Mike Bunker at 410-263-7970. The amount of fire hydrants shall be determined by Chief Stokes at the Fire Department, 410-263-7975.
- A22. Where scheduled, all blow-offs shall be installed as fire hydrants. Coordinate with Mike Bunker, 410-263-7967.
- A23. Building drain and sanitary sewer piping below grade shall be cast iron bell and spigot service weight or greater, cast iron pipe with long term fittings (minimum service weight) or PVC schedule 40 pressure pipe with long term fittings (no cellular core piping). Water service piping below grade shall be ductile iron Class 52 for 4" or greater and copper "L" tubing for 3" and below. For stormwater piping, contact Matt Sebastian at 410-263-7949.
- A24. Show sizes and types of material for sanitary sewer piping and water lines.
- A25. Provide and show all sewer lateral and cleanouts. Cleanouts located in traffic areas shall have traffic bearing covers. Provide clean-out at property line.
- A26. Verify "sewer capacity" to serve the proposed building. Any sewer upgrading that may be required offsite shall be the responsibility of the owner, NOT CITY. Coordinate with Sam Brice, 410-263-7949.
- A27. Verify "water capacity" and pressure to serve the proposed building. Any water line upgrading that may be required offsite shall be the responsibility of the owner, NOT CITY. Booster pumps are NOT recommended. If for some reason they need to be installed, then the pumps are the responsibility of others, NOT CITY, for all repair, maintenance and replacement. Coordinate with Sam Brice, 410-263-7949.

To: Jacquelyn M. Rouse  
Re: Hayes Property  
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- A28. If there any existing wells or septic systems on site, they must be abandoned per Anne Arundel County Health Department standards.
- A29. Clarify any existing utility easements and rights of ways.
- A30. No building construction may encroach upon any utility or landscape easements, any City, State and County Rights-of-Way, or the property of others.
- A31. Clarify any requirements for new above or below ground fuel tanks and removal of existing tanks with Steve Andrews, 410-263-7970. Provide certification from any Maryland Geo-Technical Engineer that on-site tests were made, and that there is no evidence of any existing fuel tank leakage or any underground/above ground soil contamination. Also, verify "fill" conditions or abandoned dumps. Complete and return site characterization checklist.
- A32. Provide handicap ramps at all roadway intersections at sidewalks and at all handicap parking spaces. Building shall be required to meet American's Disability Act (ADA) requirements for public and private use.
- A33. Assure that all curbs, gutters, roadway and sidewalk details meet City standards. Coordinate with Engineering & Construction, 410-263-7949.
- A34. All roadway and driveway entrances into project site and all curbs and gutters shall meet City standards. Show detail between new paving and existing paving. Coordinate with Rodger McAlister, 410-263-7949.
- A35. All sidewalks within entire project site and along all the roadways shall be responsibility of owners, NOT CITY, for repair/replacement and maintenance costs, including snow and ice removal.
- A36. If applicable, parking spaces for disabled shall be located at building entrance. Provide signs, curb ramps, logos, etc. The side-by-side spaces shall be minimum 8' wide, plus 5' access aisle, plus 8' wide. Single spaces shall be minimum 13' wide. Provide parking spaces for disabled at any elevator (if applicable).
- A37. Provide and show development roadway lights with engineered photometric analysis. Lights shall be black fiberglass 14' tall. Post top shall be of colonial or traditionaire style with 150 watt sodium vapor. Coordinate with DPW Engineering at 410-263-7949.
- A38. Coordinate any street signs, stop signs, etc. with Roger McAlister at Engineering & Construction, 410-263-7949. If required, they are to be furnished and installed by owner and meet City standards.

To: Jacquelyn M. Rouse  
Re: Hayes Property  
Page: 5

- A39. Stormwater Management comments by Matt Sebastian, 410-263-7949 to follow as drawings develop. Coordinate any requirements for a stormwater management maintenance agreement. Do not discharge stormwater onto abutting neighbor's properties. If there are any wet stormwater management ponds proposed for this site, they must be enclosed by a minimum 4' reinforced high fence with a locking gate. The pond and any stormwater management related appurtenances above and below ground, fencing and gate, shall be owned and maintained (including grass cutting) by the owners, NOT CITY. If there will be any wet stormwater management ponds or sediment traps during construction (even on a temporary basis), they shall be enclosed by a minimum 4' high fence (reinforced) similar to a snow fence or chain link. Provide signage to read: DANGER KEEP OUT on fence.
- A40. Do not discharge the rain leaders onto entrance sidewalks used by the public or at entrance doors. If applicable, discharge under the walks to face of curb. Show on drawings.
- A41. Each building shall have an address number that is visible from the fronting street. Lettering (numbers) shall not be less than 6 inches tall for commercial structures. All numbers shall be installed PRIOR TO FINAL BUILDING INSPECTION. Comply with Code Section 17.12.055. Street names and house numbers shall be coordinated with Shawn Wampler, 410-263-7945.
- A42. All tree conservation issues must be coordinated with Jan van Zutphen at 410-263-7946 and comply with State Forest Conservation Act. In addition, comply with any wildlife preservation requirements.
- A43. All trees, landscaping and green areas for the entire site, including any planting along all the roadways, sidewalks or landscape buffers shall be the responsibility of the owners, NOT CITY. There shall be no landscaping at any intersection that impacts vehicle sight visibility.
- A44. Critical areas review will be necessary within the 1000 foot Critical Area Boundary. Confirm on site plan and with Cynthia Gudenius of Planning and Zoning at 410-263-7961.
- A45. Any open space, critical area buffers, landscape buffers, conservation easements, access easements, stormwater management devices above and below ground, etc., shall be clearly delineated on the record plat and site plans indicating actual ownership, Maintenance responsibilities, level of any encroachment such as fences, sheds, etc. All ownership and maintenance shall be responsibility of others, NOT CITY.
- A46. Any fencing proposed shall be shown. This requires a separate permit and abutting owners sign-off if over 4' high. Barbed wire or similar materials are prohibited.
- A47. Comments to follow (if any) from Utilities Mike Bunker and PWS Bob Couchenour, 410-263-7967 and/or Fire Department.

To: Jacquelyn M. Rouse  
Re: Hayes Property  
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**B. Building and Construction Comments. There are no construction drawings submitted. The following are general comments. Specific comments will follow after review by the Plans Reviewer, Barbara Norman.**

- B1. All construction must meet the International Building Code 2009 Edition, Green Building Standards Annapolis City Code 17.14, International Mechanical Code 2009 Edition, National Electrical Code 2008 Edition (NFPA 70), National Standard Plumbing Code Illustrated 2009 Edition, and International Fuel Gas Code 2009 Edition.
- B2. Provide grab bars at all water closets, tubs and showers and shall comply with ADA regulations for accessibility.
- B3. Provide gong alarms, flashing signals, etc., to comply with ADA laws, including the sight and hearing impaired.
- B4. Provide hardwired interconnected smoke detectors, all levels by code.
- B5. All sidewalks, handrails, base paving and roadway lights shall be installed prior to occupancy.
- B6. All toilet rooms, dryers and fuel fired appliances shall be exhausted to outside, NOT ATTIC.
- B7. If required, sprinklers will be at all levels and spaces, including appropriate water meter and back-flow preventer. Provide alarm gongs sounding upon water flow.
- B8. The mechanical systems shall be designed or evaluated for proper ventilated air to comply with 2009 International Mechanical Code for its intended use. All fuel fired appliance shall have combustion air and venting. Will there be any fuel fired appliances in the attic?
- B9. Sound testing will be required at the project completion for all exterior mounted generators and HVAC equipment to assure compliance with State requirements.
- B10. Provide and show minimum 15' wide easements for water, sewer mains and fire hydrants to be deeded over to the City. The stormwater management system shall be the responsibility of the owners.
- B11. Show location of installed water meters inside the sidewalks in front of building. Provide a back-flow preventer on the domestic water service at the meter yoke. Contact Mike Bunker for any questions at 410-263-7967. A backwater valve may be required. Coordinate with John Quigley at 410-263-7946. All costs associated with bringing water and sewer to the building is at the expense of the developers, not the city.

To: Jacquelyn M. Rouse  
Re: Hayes Property  
Page: 7

B12. Industrial Pretreatment may be required. Contact Jeanna Beard at 410-263-7946 for conditions and specifications.

**C. Capital Facility Charges and Water and Sewer Connection Charges. Paid prior to the issuance of permit.**

A. Capital Facility Assessment.

1. Water: \$900 x 1 units = \$900
2. Sewer: \$1,800 x 1 units = \$1,800

B. Connection Charge for building (one time charge).

1. Water: Based on 2" = \$4,100 per connection
2. Sewer: Based 6 " or less = \$2,800 per connection

A. Sewer backwater valve will be required. Please contact the Plumbing Inspector John Quigley at 410-263-7946

3. Sprinkler line = \$110 per inch. Backflow preventer will be required.

C. Annual assessment charge:

1. Water at \$50 per unit per year = \$100
2. Sewer at \$50 per unit per year = \$100

**D. Contacts:**

Acting Chief Code Official		
& Plumbing Inspector:	John Quigley	410-263-7946
Electrical Inspector:	Clint Pratt	410-263-7946
Pretreatment Inspector:	Jeanna Beard	410-263-7946
Mechanical Inspector:	Joe Krasnodemski	410-263-7946
Tanks:	Steve Andrews	410-263-7946
Stormwater Management Engineer:	Matt Sebastian	410-263-7949
Paving, curb, gutter, sidewalk, some utilities and all sidewalk and road blocking permits, Public Works Inspector:	Roger McAlister	410-263-7949
Environmental/Trees:	Jan van Zutphen	410-263-7946
Public Works Utilities:	Mike Bunker	410-263-7970
Public Works Services:	Bob Couchenour	410-263-7967
Fire Marshal's Office:	Captain Bowes	410-263-7975
Critical Areas:	Cynthia Gudenius	410-263-7946

MTB:lmf

## **Department OF Neighborhood and Environmental Programs Comments**

Project must comply with Green Building Standards, City Code 17.14; minimize cut and fill on wooded slopes; include landscape buffers between new and existing development.

The Forest Conservation Act applies to this project.

A dense vegetative buffer needs to be created between the proposed houses and the adjacent residential properties.

I would recommend not building on the slope and keep the existing vegetation.



**City of Annapolis**  
Department of Neighborhood & Environmental Programs  
160 Duke of Gloucester Street  
Annapolis, MD 21401-2517

[DNEP@annapolis.gov](mailto:DNEP@annapolis.gov) • 410-263-7946 • Fax 410-263-9158 • TDD use MD Relay or 711 • [www.annapolis.gov](http://www.annapolis.gov)

August 16, 2011

To: Jacquelyn M. Rouse, Planning Administrator

From: Robert W. Savidge, Environmental Compliance Inspector

Re: Hayes Property

My comments on the Hayes Property annexation request are as follows:

1. The City has a goal to achieve a 50% forest canopy cover by 2030. All efforts should be made to preserve the existing tree canopy and to expand the total canopy. There are some very large canopy trees on the eastern side of the site at the top of the steep slope that should be preserved. One solution is to leave the trees, clear out the trash and invasive species, and make the area into a community park or open space area.
2. The coastal plain outfall (regenerative stormwater system) is a great addition; however, its impact should be kept out of the wetlands. In addition, explore ways of using a larger infiltration wetland at the top of the coastal plain outfall so that you can reduce the size and impact of the step pools on the steep slope.
3. Consider setting aside some of the existing land for use by the community. Some ideas might include general open space, a community center, a community garden/agriculture plot utilizing existing agricultural land (this could be leased out to residents or neighbors), a community park, a pool, or some other type of community asset.
4. It is recommended that you seek feedback from the surrounding community to determine what type of development they would prefer to take place on this piece of property.
5. Due to the large trees on the eastern side of the site, and to avoid the significant grading that would be required to install a retaining wall in the rear of these homes, I recommend removing homes C38 through C47 to allow space for a community park/open space. This would also serve to reduce the amount of stormwater runoff leaving the site. See environmental policy 2.1 in the Comprehensive Plan.
6. It is recommended that development be concentrated on the open fields rather than the forested areas.
7. It is recommended that the community be held responsible for managing invasive species that may take root at the forest edge along side the coastal plain outfall.
8. It is recommended that an invasive species management plan be submitted and implemented on the remaining surrounding forests (100' of the forested buffer) before the project is completed, per environmental policy 2.4 in the Comprehensive Plan.
9. A portion of the open space on the property should be turned over to the Annapolis Conservancy Board in the form of conservation easements, to be managed by the home owners association. All easements should be contiguous with existing forest stands and not fragmented.
10. Consider using permeable pavers or "grass pave" for any driveways and visitor/overflow parking spaces.



**ANNAPOLIS FIRE DEPARTMENT**  
**Fire Marshal's Office**

*1790 FOREST DRIVE  
ANNAPOLIS, MARYLAND 21401*



410-263-7975

FAX: 410-268-1846

October 11, 2011

To: Jacquelyn Rouse

From: B/C John Menassa

Subj: Hayes Annexation Project

The proposed buildings at the Hayes annexation project include single family homes in a town home configuration. These residential structures are required to have a fire sprinkler system installed during construction by city code section 17.12.010.

The adequate facilities section of the city code, 22.12.030 gives an exemption to proposed projects that include a sprinkler system.

The Hayes annexation project is deemed to have adequate facilities.

# POLICE DEPARTMENT



199 TAYLOR AVENUE  
ANNAPOLIS, MARYLAND 21401

To: Jacquelyn Rouse  
Planning Administrator

From: Michael M. Pristoop  
Chief of Police

Date: August 9, 2011

Subject: Annexation into the City of Annapolis 7.66 acres known as the Hayes Property

## Adequate Public Facilities Review

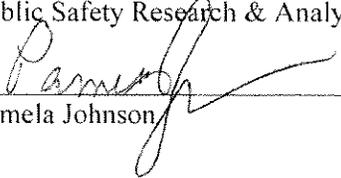
With respect to the above captioned matter, staff reviewed the proposal and made the following observations: There are no additional comments of conditions we would impose from a law enforcement perspective, with respect to this request under the APFO.

Staff reviewed the population in the immediate area and citywide to determine if our current staffing was adequate to provide police protection to this project. Based on our ratio of officers to the population we fall within acceptable range for staffing.

We are satisfied that response times to calls for service will fall into the acceptable range. There would be no significant increase in the population in and around the area, any increase would be transient, which should not adversely impact response times. The proposal is not anticipated to impact traffic congestion in the public streets.

Based on the above criteria, it was determined that staffing is adequate, police response times would reasonably fall into the norm for response times.

Public Safety Research & Analysis:

  
\_\_\_\_\_  
Pamela Johnson

Approved by:

  
\_\_\_\_\_  
Michael M. Pristoop  
Chief of Police



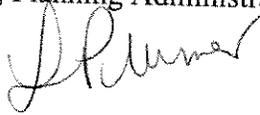
annapolis

recreation & parks

Healthy Living Starts Here.

LeeAnn Plumer, CPRP  
Recreation and Parks Director

410-263-7958 Phone  
410-626-9731 Fax

TO: Jacquelyn Rouse, Planning Administrator  
FROM: LeeAnn Plumer   
DATE: August 15, 2011  
RE: Annexation / APF Review for Hayes Property

The Department of Recreation and Parks has no comments pertaining to the annexation request of the Hayes Property.

With respect to the proposed development of this parcel, the multi-family units would require adequate public recreational facilities and open space for the 47 units. In accordance with Chapter 22, Section 06.020 of the Adequate Public Facilities ordinance pertaining to recreation and open space, the development would require a minimum of 23,700 sq feet of dedicated recreation or open space. No dedicated recreation amenities or open space is currently shown on the proposed drawings dated June 9, 2011. In lieu of this land requirement, a fee may be assessed in the amount of \$11,750 to support these additional multi-family units.

When more detailed site plans are submitted for further review, the Department of Recreation Parks would be interested in a second analysis to determine if these requirements have been met.



ANNE  
ARUNDEL  
COUNTY

M A R Y L A N D  
County Executive John R. Leopold

2664 RIVA ROAD, P.O. BOX 6675  
ANNAPOLIS, MARYLAND 21401  
OFFICE OF PLANNING AND ZONING

September 19, 2011

Ms. Jacquelyn Rouse  
Planning Administrator  
City of Annapolis  
Department of Planning and Zoning  
145 Gorman Street, 3<sup>rd</sup> Floor  
Annapolis, MD 21401

RE: Dee Property Annexation

Dear Ms. Rouse:

Thank you for the opportunity to comment on the annexation request made to the City of Annapolis by the owners of the Hayes Property, located near Neal Street and Dorsey Drive.

While the City of Annapolis' 2009 Comprehensive Plan designates this property as part of the City's Municipal Growth Boundary, Anne Arundel County is opposed to this annexation. In these economic times, all governmental jurisdictions are striving to maintain its revenue sources. This annexation jeopardizes that by removing nearly eight acres from the Anne Arundel tax base. For this reason, we are opposed to this annexation request.

Please feel free to contact me if you would like to discuss this further.

Sincerely,

A handwritten signature in cursive script that reads "Larry R. Tom".

Larry R. Tom  
Planning and Zoning Officer



M A R Y L A N D

County Executive John R. Leopold

Department of Health  
J. Howard Beard Health Services Building  
3 Harry S. Truman Parkway  
Annapolis, MD 21401  
Phone 410-222-7193 Fax 410-222-7479  
Maryland Relay (TTY users): 1-800-735-2258  
www.aahealth.org

**Douglas L. Hart**  
Acting Health Officer

## MEMORANDUM

TO: Jacquelyn M. Rouse, Planning Administrator  
City of Annapolis Department of Planning and Zoning

THRU: Kerry Topovski, Director *KT.*  
Bureau of Environmental Health

FROM: Douglas L. Hart, Acting Health Officer *DH*  
Anne Arundel County Department of Health

DATE: August 18, 2011

RE: Hayes Property, Annexation to City of Annapolis

This office has reviewed the annexation request for the referenced property. The subject property will be served by public water and public sewer. The Department of Health has no objection to the annexation request to the City of Annapolis. If you have questions, please contact Bill Deck Sanitary Engineering Program Manager at 410-222-7359.



Maryland Department of Planning

Martin O'Malley  
Governor  
Anthony G. Brown  
Lt. Governor

Richard Eberhart Hall  
Secretary  
Matthew J. Power  
Deputy Secretary

September 6, 2011

Jacquelyn M. Rouse, Planner  
Annapolis Dept of Planning and Zoning  
145 Gorman Street  
Annapolis, MD 21401

Subject: Hayes Annexation

Dear Ms. Rouse: *Jacquelyn*

Thank you for providing the Maryland Department of Planning with information pertaining to the Hayes annexation. We reviewed this information from a state perspective and offer the following comments for your consideration.

Land annexed into the City does not automatically become a PFA, however the Finance and Procurement Article §5-7B-02 offers the opportunity for annexed land to become a Priority Funding Area. We recommend that the City look at this annexation and all future annexations in the context of the Finance and Procurement Article §5-7B-02 to determine eligibility for State funding of growth related projects.

As you are aware, Article 23A specifies that the new zoning for the annexed land cannot be substantially different from the land use recommended for the property in the County Comprehensive Plan, without the express consent of the County Commissioners. Therefore, we recommend that the City coordinate with the County Commissioners to determine if a waiver will be necessary.

Enclosed you will find important information concerning post annexation notification and participation in the census bureau's Boundary and Annexation Survey. Annapolis should follow the appropriate procedures so that the annexed property is legally established as part of the City.

In you have any questions or if we can be of further assistance, please contact me at (410) 767-4553, or our regional planner, Michael Paone, at (410) 767-4554.

Sincerely,

Peter Conrad  
Director, Local Government Assistance

Enclosure  
cc: Michael Paone, MDP



*City of Annapolis*  
**DEPARTMENT OF PLANNING AND ZONING**

145 Gorman Street, 3<sup>rd</sup> Floor, Annapolis, Maryland 21401  
Annapolis 410-263-7961 • FAX 410-263-1129 • MD Relay (711)

Chartered 1708

JON ARASON, AICP  
DIRECTOR

**MEMORANDUM**

**TO:** Jacquelyn Rouse, AICP, Planning Administrator

**FROM:** Virginia Burke, AICP, Chief of Comprehensive Planning  
Sally Nash, AICP, Senior Planner

**RE:** Hayes Property Annexation Request—Compliance with the Comprehensive Plan

**DATE:** August 23, 2011

---

Thank you for the opportunity to review the Hayes Property Annexation Request for compliance with the 2009 *Annapolis Comprehensive Plan*. The parcels that make up the “Hayes Property” are referred to here as “the property.”

Land Use: The property is designated “Residential” on the City’s Proposed Land Use Map and is located adjacent to the Outer West Street Opportunity Area. The purpose of the opportunity area designation is to encourage intensification of development and transformation to a more urban character in the event of redevelopment opportunities. Located adjacent to the opportunity area, the property should contribute to the successful transformation of the opportunity area as it redevelops over time. The applicant has requested R3 and R1B zoning and is proposing a multi-family residential project on the site. The land use proposed for the property is therefore consistent with the Comprehensive Plan.

Transportation: The development of this property should accommodate two transportation principles to the greatest extent possible. First, sidewalks should be constructed as a component of site development, acknowledging that walkways are an important part of the transportation mix. Second, the property should not be developed as an enclosed “pod”, but if possible should connect to adjacent streets, Dorsey Road in particular, to provide some measure of redundancy.

Municipal Growth: The 7.34 acre Hayes Property is located inside the 90-acre “Growth Area A.” The growth area is identified in the Comprehensive Plan as suitable for the expansion of municipal boundaries. Annexation of this property is therefore consistent with the *Annapolis Comprehensive Plan*, specifically policy 1.1 of the Municipal Growth Chapter:

*The City will plan for the annexation of the two “Growth Areas” that are specifically recommended in this Chapter, subject to appropriate annexation procedures. The two growth areas are part of Annapolis’ planned Opportunity Areas. The planned annexations promote this Plan’s development goals and contribute to rationalizing the*

*city-county boundary.*

The development proposal associated with the annexation of the property anticipates constructing 47 townhouses. The entirety of Growth Area "A" is projected to absorb up to 270 residential units and 100,000 s.f. of commercial development, well above what is projected for this property. Since the projection was completed in 2009, one other annexation was proposed within this growth area (the Dee Property), which would incorporate 36,770 s.f. of existing commercial space into the City. To date, the Dee Property annexation has not been approved.

Water Resources: The City has sufficient capacity in its water and wastewater systems to absorb the new demand for water and sewer service that this annexation will bring. The Department of Public Works review will provide the more detailed look at this topic.



*City of Annapolis*  
**DEPARTMENT OF PLANNING AND ZONING**

145 Gorman Street, 3<sup>rd</sup> Floor, Annapolis, Maryland 21401  
Annapolis 410-263-7961 • FAX 410-263-1129 • TDD 410-263-7943

AN ARASON, AICP  
DIRECTOR

November 23, 2011

To: Planning Commission

From: Jon L. Arason, AICP  
Planning and Zoning Director

Re: Addendum to Staff Report: Hayes Property Annexation  
File No. ANX2011-001

**SUMMARY**

At the November 17, 2011 Planning Commission public hearing on the Hayes Property annexation, staff presented a revised recommendation for an alternative concept plan and amendments to the Annexation Plan (R-45-11) as well as to the zoning designation (O-38-11) These amendments would allow R4, General Residence District zoning of the portion of the property for which R3 zoning had been requested with the following additional restrictions:

- maximum lot coverage of 45% for structures and parking;
- maximum height of 55 feet if all setbacks are increased by one foot for each foot of height in excess of 40 feet;
- maximum number of 158 dwelling units for the R4 portion of the site.
- a conservation easement on the portion of the site with steep slopes with only the stormwater outfall, existing utilities and passive recreation uses, such as a walking path, allowed.

These recommendations were in addition to the revisions to R-45-11 recommended in the staff report and requested by the Department of Public Works.

Planning Commission requested that staff incorporate all of the above-referenced recommendations into a revised R-45-11 including a revised concept plan. Attached are both an edited version of R-45-11 showing all the recommended revisions in Track Changes format and a version with Changes Accepted.

Report Prepared by

*Jacquelyn M. Rouse*  
Jacquelyn M. Rouse, AICP  
Planning Administrator

**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-45-11  
PLANNING COMMISSION REVISIONS**

**Introduced by: Mayor Cohen and Alderwoman Hoyle**

LEGISLATIVE HISTORY			
First Reading 7/25/11	Public Hearing	Fiscal Impact Note	180 Day Rule N/A
Referred to Rules and City Gov't Planning Commission	Referral Date 7/25/11 7/25/11	Meeting Date	Action Taken  <b>Travels with O-38-11 and R-47-11</b>

**A RESOLUTION** concerning

Annexation Plan – Hayes Property

**FOR** the purpose of adopting an annexation plan for the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

**WHEREAS,** on January 14, 2011, **James J. Blackwell, Roxanne Winn, and Buckley W. Hayes (collectively, "Petitioners")** submitted a Petition for Annexation to the City of Annapolis for 7.374 acres of property known as the Hayes Property, which Petition for Annexation shall be addressed by the City Council in a Resolution forthcoming after the Annexation Plan is ratified; and

**WHEREAS,** the Petitioners proposed that the Hayes Property be zoned upon annexation within the **R4-** General Residence District and within the **R1-B – Single-Family Residence District,** which zoning shall be addressed by the City Council in an Ordinance forthcoming after the Annexation Plan is ratified; and

**WHEREAS,** as required by § 19 (o) of Article 23A of the Annotated Code of Maryland, an annexation plan shall be adopted by the City Council in connection with the annexation of the Hayes Property; and

**WHEREAS,** pursuant to the authority pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), the property owners and the city Council have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Annexation Plan

1  
2 **WHEREAS,** on \_\_\_\_\_, 2011, the City Council conducted a public hearing on the proposed  
3 annexation of the Hayes Property, at which time the annexation plan was open to  
4 public review and discussion, which annexation plan had been provided to Anne  
5 Arundel County and to the Maryland Department of Planning at least thirty (30)  
6 days prior to the public hearing; and  
7

8 **WHEREAS,** having considered the proposed annexation, the proposed zoning, the testimony  
9 and evidence presented thereon, the reports and recommendations of the  
10 Planning Commission and the Department of Planning and Zoning, and the  
11 information and opinions provided by other persons, departments, and agencies,  
12 having weighed the information, and having completed and finalized the  
13 annexation plan so as to appropriately plan for the incorporation into and the  
14 potential development of the Hayes Property within the City, the Council now  
15 adopts an annexation plan for the Hayes Property; and  
16

17 **WHEREAS,** the obligations of the parties hereto set forth herein are contingent upon the  
18 adoption of an Annexation Resolution R-47-11 and shall be void in the  
19 event the City Council fails to effect such annexation or such annexation is  
20 invalidated by referendum or otherwise.  
21

22  
23 NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL that the  
24 Annexation Plan for the Hayes Property attached hereto be, and it is hereby, adopted.  
25

26 AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL that this Resolution  
27 shall take effect on the date of adoption, and that all parties to the Annexation Plan shall  
28 cooperatively endeavor to ratify the Annexation Plan in as prompt a manner as is possible.  
29

30 ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.  
31

32  
ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY \_\_\_\_\_

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC, City Clerk

\_\_\_\_\_  
Joshua J. Cohen, Mayor

**EXPLANATION:**

Highlighting indicates matter added to existing law.  
Strikeout indicates matter deleted from existing law.  
Underlining indicates amendments.

## ANNEXATION PLAN

THIS ANNEXATION PLAN (the "Plan") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between THE CITY OF ANNAPOLIS, MARYLAND, a municipal corporation of the State of Maryland (the "City"), and **JAMES J. BLACKWELL, ROXANNE WINN, and BUCKLEY W. HAYES (collectively, "Petitioners")**.

### Recitals

- A. WHEREAS, on January 14, 2011, the Petitioners filed with the City a Petition for Annexation (the "Petition"), which Petition the Office of the City Clerk determined to have satisfied all laws and regulations pertaining to the preparation, execution, notification, and filing thereof codified within the Code of the City of Annapolis (the "City Code") and within the Annotated Code of Maryland (the "State Code");
- B. WHEREAS, the properties proposed for annexation in the Petition are fully and accurately identified in the Petition and its supporting exhibits, are contiguous to and adjoin the existing corporate boundary of the City, collectively contain 7.374 acres, more or less, and are known as the Hayes Property (the "Property");
- C. **WHEREAS, as described in detail in the Petition, the owners of the various parcels comprising the Property are James J. Blackwell, Roxanne Winn, and Buckley W. Hayes and are collectively referred to herein in the singular as "Petitioner".**
- D. **WHEREAS, in accordance with § 19 (o) of Article 23A of the State Code, which requires that an annexation plan shall be adopted by the City Council of the City of Annapolis (the "Council") in connection with the annexation of the Property, this annexation plan was prepared and was open to public review and discussion at the Council's public hearing and had been provided to Anne Arundel County and to the Maryland Department of Planning at least thirty (30) days prior to the Council's public hearing;**
- E. WHEREAS, the Property was included within Growth Area "A" in the 2009 Annapolis Comprehensive Plan, which designated the area as eligible for annexation and appropriate for establishing a logical boundary for the City's jurisdictional limits; and
- F. WHEREAS, the City and the Petitioners desire to appropriately plan for the incorporation into and the potential development of the Property within the City of Annapolis; and
- G. WHEREAS, the City and the Petitioners voluntarily enter into this Plan to ensure such circumstances and to fulfill the requirements of § 19 (o) of Article 23A of the State Code, and the parties hereto covenant that they have the full right, power, and authority to enter into, carry out, perform, and execute this Plan.

NOW, THEREFORE, in consideration of the mutual interests, covenants, promises, agreements, and undertakings set forth herein, including the preceding Recitals, the accuracy

and sufficiency of which is expressly acknowledged, the City and the Petitioners mutually agree as follows:

**1. Conceptual Plan of Development.** The City and the Petitioner contemplate that development of the Property shall generally take the form illustrated on the conceptual site plan identified as "Conceptual Site Plan", prepared by Bay Engineering, Inc., dated **November, 2011** and attached hereto as Exhibit "A". The City and the Petitioner acknowledge that changes to this layout may be made as part of the application, approval, and permitting processes. The City and the Petitioner further acknowledge that, in accordance with § 9 (c) (1) of Article 23A of the State Code, for a period of five years following the annexation of the Property, the City may not permit development of the Property for land uses substantially different than the use authorized, or at a substantially higher, not to exceed 50%, density than could be granted for the proposed development, in accordance with the zoning classification of Anne Arundel County applicable at the time of the annexation without the express approval of Anne Arundel County.

**2. Conservation Easement.** The Conceptual Site Plan includes a Conservation Easement for all areas of the site that are in steep slopes. The demarcation of the upper boundary of the Conservation Easement is approximate and shall be adjusted during the development review process to include all areas of the site with steep slopes. Within the Conservation Easement, the only uses that shall be allowed are passive recreation uses, such as a walking path, existing utilities and a stormwater outfall.

**3. Developable Area.** A Developable Area of the Site is identified on the Conceptual Site Plan. Development is subject to the following restrictions:

- a. The maximum number of dwelling units shall not exceed 159.
- b. The maximum lot coverage shall be 45% for structures and parking.
- c. The maximum height shall be 55 feet if all setbacks are increased by one foot for each foot of height in excess of 40 feet.
- d. Access to the site shall be from the existing easement at the intersection of Dorsey Drive and Old Solomons Island Road and the existing row Neal Street.

**4. Provision of Public Services.** The City shall not be obligated to provide public services, including, but not limited to, street maintenance, snow removal, solid waste removal (refuse, yard waste recycling, recycling), to the Property unless the Property is properly permitted for and developed with a public roadway for which the City has accepted a fee simple deed for the right-of-way ownership, and the City shall not be obligated to provide such public services on any existing or subsequently developed private rights-of-way, easements, and/or driveways.

**5. Infrastructure Fees and Facilities.** The Petitioner shall be solely and jointly and severally responsible for all costs, including but not limited to all engineering and construction costs, associated with the extension of utility mains, the water distribution system, the wastewater collection system, wastewater pumping stations, water booster stations, tap fees, connection charges, capital facility fees, capital assessment charges, and construction inspection fees. The parties acknowledge that, while preliminary studies indicate that water and sewer facilities will be adequate for development of the Property and that sewer service can and should be handled by gravity flow, Petitioner shall comply with all applicable City laws and policies related to the adequacy of public facilities in connection with the development of the Property. The Petitioner shall be required to connect to both the City's water distribution and wastewater collection system located near the intersection of Old Solomons Island Road and Neal Street.

Where applicable, all work shall be in accordance with the City of Annapolis Standard Specifications and Details. The City, and other applicable agencies, will review and approve all infrastructure for compliance with all applicable requirements.

**6. Facilities Improvements and Ownership.** The Petitioner shall pay and shall be solely and jointly and severally responsible for all costs, including, but not limited to all engineering and construction costs, associated with the construction of internal roadways, curb and gutters, sidewalks, street lighting, storm drain systems and stormwater management facilities, and shall be the owner of all such internal facilities. Stormwater management facilities shall be owned, inspected, maintained, repaired, and replaced by the Petitioner in accordance with City and State requirements. Petitioner shall be solely responsible for paying for all costs, including right-of-way acquisition costs, associated with any capacity increase, alignment change and/or any alignment change to new or existing roadways should said increase be required by the City, County, or State. Where applicable, all work shall be in accordance with City of Annapolis Standard Specifications and Details. The City and other applicable agencies shall review and approve all infrastructure and facilities for compliance with applicable requirements.

**7. Street Lights.** The Petitioner shall be responsible for the installation of street lighting for the property. All street lights require approval by the City of Annapolis, for style, type and luminosity. If the roadways are to be owned by the City of Annapolis, the street light must be selected from the models offered for lease by BGE, and street lighting maintenance will be by lease arrangement between BGE and the City of Annapolis. If the roadways are to remain private, the petitioner may select lighting from another source provide it is approved by the City of Annapolis for style, type and luminosity. The Petitioner shall pay for all costs associated with street lighting until the release of the maintenance bond and the conveyance and acceptance of the road rights of way by either the Home Owners Association or the City of Annapolis. Additionally, the Petitioner shall prepay, to the City or the Home Owners Association, as appropriate, for an additional one year of energy costs immediately prior to the release of the Maintenance Bond.

**8. Traffic Signs and Signals.** The Petitioner shall solely pay and be jointly and severally responsible for all costs associated with traffic signs and/or signals which may be required in connection with the development of the Property. The City and other applicable agencies shall review and approve all such traffic-related improvements for compliance with applicable requirements. Access to the site shall be as noted on the Conceptual Site Plan.

**9. Infrastructure ("Performance") Bond.** The Petitioner, in a format to be provided by the City and to the satisfaction of the City, shall jointly and severally bond all infrastructure and facility improvements for the full cost of the improvements so that, in the event that the Petitioner cannot complete the work for any reason, the City will have the financial resources to do so. Once the infrastructure and facilities have been conditionally accepted by the City, and after all requirements of the City and all other applicable agencies have been fulfilled, the bond may, in the City's sole discretion, be reduced to a one-year maintenance bond at a minimum of ten percent (10%) of the full bond. The Petitioner shall jointly and severally guarantee all costs of infrastructure improvements which exceed the amount of bond coverage.

**10. Infrastructure Inspection, Maintenance, Repair and Replacement.** The City shall not be responsible for infrastructure or facilities operational inspection, maintenance, repair or replacement during construction, including snow removal and solid waste removal (i.e., refuse, yard waste, and recycling collection), water distribution and wastewater collection systems operations and maintenance, pump station operations and maintenance, and road repairs and operation. If the rights-of-way are to be owned by the City, which shall occur in the City's sole discretion, the City's responsibility for inspection, maintenance, repair or replacement of such infrastructure or facilities shall not be activated until the City's final and complete infrastructure inspection and approval, acceptance of deeds or other instruments of conveyance, and final release of maintenance bond. The City shall not be responsible for infrastructure or facilities operational inspection, maintenance repair or replacement during or after construction if the rights-of-way remain private.

**11. Natural Features.** The City and the Petitioners acknowledge that the Property contains significant steep slopes toward the southern and southeastern property boundaries and the parties further recognize that, due to the slopes' environmental significance to Church Creek, it may not be suitable for buildings and/or utilities to be constructed in these areas. This area of the site shall be placed in a Conservation Easement as delineated on the Concept Plan and subject to the restrictions shown on the Concept Plan.

Petitioner shall undertake or cause or allow to be caused minimal disturbance to these features, and shall utilize sediment control measures, approved by the Anne Arundel Soil Conservation District, in the development process, and shall comply with all applicable City and State Critical Areas laws and regulations.

**13. Binding Effect.** The terms, conditions, and provisions of this Plan shall be deemed as covenants running with the Property and shall be binding upon and shall inure to the benefit of the parties hereto, any successor municipal authorities of the City, successor owners of record of the Property, and their respective heirs, personal representatives, successors, grantees, and assigns. It is expressly understood and agreed by the parties that the benefits, rights, duties, and obligations hereunder are conferred and imposed upon the parties only upon and contingent upon the City's annexation of the Property. It is further expressly understood and agreed that the Petitioner may assign its benefits, rights, duties, and obligations hereunder either as part of the conveyance of the Property as an entirety or severally as part of the conveyances of portions of the Property, that any such conveyance or assignment is permissible without the consent of the City, any of its elected official, employees, or agents, that the obligations and responsibilities expressed in this Plan shall be binding upon and applicable to the owner of the Property as may exist from time to time, and that such owner of the Property shall undertake, perform, or otherwise meet each obligation or responsibility when the same may arise. No provision of this Plan shall create any third party beneficiary rights or other rights in any person or entity not a party hereto.

**13. Cooperation of Parties.** The parties shall take all reasonable actions and do all things reasonably necessary or appropriate to carry out and to expedite the terms and provisions of this Plan and to generally enable the parties' compliance with the terms and provisions of this Plan.

**14. Recordation.** This Plan shall be recorded among the Land Records of Anne Arundel County by and at the expense of the Petitioner, following which the Petitioner shall provide the original of the recorded Plan to the City.

15 Modification of Plan. No portion of this Plan shall be amended, waived, modified, discharged, or terminated except by an instrument in writing signed by all parties hereto or their successors, grantees, or assigns and witnessed and notarized.

16. Headings. Descriptive headings herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Plan.

17. Severability. In the event that any one or more of the provisions contained in this Plan shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed as if such invalid, illegal, or unenforceable provision had never been herein contained.

19. Enforceability. This Plan shall be specifically enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action or suit at law or in equity to secure the performance of the covenants herein contained. Venue for all actions arising from this Plan shall be the Courts of Anne Arundel County, Maryland. In any such action, the parties waive their right, if any, to trial by jury.

IN WITNESS WHEREOF, the parties have executed and sealed this Plan as of the day and year first above written.

ATTEST:

THE CITY OF ANNAPOLIS

By:

\_\_\_\_\_  
\_\_\_\_\_  
Regina Watkins-Eldridge, City Clerk

Joshua J. Cohen, (Seal)  
Mayor of the City of Annapolis

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Karen Hardwick, Esq., City Attorney

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me, a notary public, in and for the State and County aforesaid, did personally appear, Joshua J. Cohen, Mayor of the City of Annapolis, Maryland, who acknowledged that he is authorized to execute this Annexation Plan on behalf of the City of Annapolis, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_  
James J. Blackwell (Seal)

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared James J. Blackwell, and he acknowledged that he has executed this Annexation Plan as his act and deed for the purposes therein contained.

Witness my hand and notarial seal.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Roxanne Winn (Seal)

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared Roxanne Winn, and she acknowledged that she has executed this Annexation Plan as her act and deed for the purposes therein contained.

Witness my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

1 Witness:

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\_\_\_\_\_ Buckley W. Hayes  
(Seal)

STATE OF \_\_\_\_\_ COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me personally appeared Buckley W. Hayes, and he acknowledged that he has executed this Annexation Plan as his act and deed for the purposes therein contained.

Witness my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



1 CITY COUNCIL OF THE  
2 City of Annapolis

3  
4 Ordinance No. O-54-11

5 Introduced by: Alderman Israel  
6  
7

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	120 Day Rule
12/19/11			4/20/12
Referred to	Referral Date	Meeting Date	Action Taken
Finance	12/19/11		

8  
9 A ORDINANCE concerning

10 Community Grant Application Review Process for Non-Profit Organizations

11 FOR the purpose of modifying the City of Annapolis' community grant application review  
12 process for non-profit organizations.

13 BY repealing and re-enacting with amendments the following portions of the Code of the  
14 City of Annapolis, 2011 Edition  
15 Section 6.16.060  
16

17 SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY  
18 COUNCIL that the Code of the City of Annapolis shall be amended to read as follows:

19 6.16 - BUDGET

20 6.16.060 - Standards for making grants to non-profit organizations.

21 1. The City will consider funding a grant to a non-profit with a submission that meets all of the  
22 following standards:

23 A. Has quantifiable outcomes.

24 B. Provides reasonable plans for continuing activity without City of Annapolis financial  
25 assistance beyond the funded fiscal year securing funding from sources other than those  
26 provided by the City of Annapolis.

27 C. Represents a cooperative effort among the applicant, the community, and other  
28 private and/or public partners.

29 D. In appropriate circumstances, displays creative ways of helping people help  
30 themselves.

31 E. Provides activities in support of the City's goal of providing a system in which all  
32 residents of the City of Annapolis have access to services that sustain and enhance the  
33 quality of life and are equitable, effective, accountable, and responsive to changing  
34 community needs.

2. ~~F.~~ Application will be independently reviewed and graded by the Office of Youth and Community Action according to the standards in section ~~G~~ 3 by a committee which may include a City grant writer, a Finance Department staff member designated by the Finance Director, and two community volunteers designated by the City Council's Finance Committee who have experience as grant reviewers but no affiliation with any of the applicants in the corresponding grant cycle.

3. ~~G.~~ Review and grading standards:

1. Rationale: ~~40~~ 20 points;

2. Description, i.e., that the goals, objectives, activities, and procedures are complete and clearly stated, methodology is appropriate, and long-term impact in clearly stated: ~~20~~ 30 points;

3. Timeline is achievable and complete: ~~5~~ 10 points;

4. ~~Project evaluation and dissemination: 10 points~~ Outlines a plan for the evaluation of measurable outcomes: 20 points;

5. Budget is included that gives detail as to expense and revenues: ~~40~~ 20 points.

**SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its passage.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC, City Clerk

\_\_\_\_\_  
Joshua J. Cohen, Mayor

**EXPLANATION:**

Highlighting indicates matter added to existing law.  
~~Strikeout indicates matter deleted from existing law.~~  
Underlining indicates amendments.

FISCAL IMPACT NOTE

**Legislation No:** O-54-11

**First Reader Date:** 12-19-11

**Note Date:** 01-07-12

**Legislation Title:** **Community Grant Application Review Process for Non-Profit Organizations**

**Description:** For the purpose of modifying the City of Annapolis' community grant application review process for non-profit organizations.

**Analysis of Fiscal Impact:**

Other than the value of additional City staff time required, this legislation produces no significant fiscal impact.



City of Annapolis City Council  
Standing Committee Referral Action Report

Date: 1/17/12

To: Jessica Cowles,  
City of Annapolis Office of Law,  
Legislative and Policy Analyst

The Finance Committee has reviewed 0-54-11 and has taken the following action:

Favorable

Favorable with amendments *Page one line 21 before "the city" add "Subject to the availability of funds"*

Unfavorable

No Action

Other

Comments:

*On Page 2 line 2 change "may" to "shall"  
on Page 2 line 3 change "city grant writer" to "a city staff person responsible for writing grants" selected by the Mayor"*

Roll Call Vote:

Ald. Israel, Chair yes

Ald. Arnett yes

Ald. Finlayson yes

Meeting Date 17 Jan 12

Signature of Chair Ross H. Arnett

**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-63-11**

**Introduced by: Mayor Cohen and Alderman Kirby**

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	120 Day Rule
11/28/11			3/30/12
Referred to	Referral Date	Meeting Date	Action Taken
Transportation Committee	11/28/11		
Transportation Board	11/28/11		

**A RESOLUTION** concerning

**Increasing Transit Fares for Transportation Services**

**FOR** the purpose of increasing transit fares for use of transportation services in the City of Annapolis by amending the FY 2012 fee schedule.

**WHEREAS,** the last fare change occurred in July, 2011 and was proposed at public meetings during the summer of 2010 when the new system changes were announced.

**WHEREAS,** the July 2011 fare increase raised the base fare to \$1.50 from \$1.00 and was part of a two-phase process.

**WHEREAS,** the fare changes proposed in R-63-11 represent the second phase of the process.

**NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the FY 2012 fee schedule shall be revised as follows, below:

**Transit Fares**

	Fee
Article VI, Section 9(b) of Charter of the City of Annapolis	
Base cash fare	<del>\$1.50</del> <del>\$2.00</del>
Senior/Disabled/Student	<del>\$0.75</del> <del>\$1.00</del>
Summer Youth Pass	<del>\$25.00</del> <del>\$35.00</del>
For all ADA and Special transportation services	<del>\$3.00</del>
ADA service cash fare	<del>\$4.00</del>
Day pPass: for multiple trips	<del>\$3.00</del> <del>\$4.00</del>

**Transit Fares**

	<b>Fee</b>
Day Pass (Senior/Disabled/Student)	\$2.00
Weekly Pass	<del>\$15.00</del> \$20.00
Monthly Pass	<del>\$60.00</del> \$80.00
Quarterly Pass	<del>\$150.00</del> \$200.00
Annual Pass	<del>\$400.00</del> \$500.00
Tokens in bulk per 100	<del>\$100.00</del> \$150.00

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**AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that this Resolution shall be effective upon its adoption.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY \_\_\_\_\_

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC, City Clerk

\_\_\_\_\_  
Joshua J. Cohen, Mayor

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<p><b>EXPLANATION:</b> Highlighting indicates matter added to existing law. <del>Strikeout indicates matter deleted from existing law.</del> Underlining indicates amendments.</p>
--

## Staff Report

R-63-11

### Increasing Transit Fares for Transportation Services

The proposed resolution would increase transit fares for use of transportation services in the City of Annapolis by amending the FY 2012 fee schedule. The proposed fare structure would increase the standard base fare from \$1.50 to \$2.00. All associated fares such as the daily pass would increase accordingly.

On November 6<sup>th</sup>, 2010 Annapolis Transit overhauled the route system and implemented a new arterial system to enhance the rider experience through better on-time performance, convenient and multiple transfer locations and a reliable service. Since the implementation Annapolis Transit has been tracking on-time performance of all trips. To determine the punctuality of each trip, the actual time was compared to the scheduled time at two time points: the origin (generally Eastport Plaza, Annapolis Market Place and Westfield Mall) and a major stop located roughly halfway through the trip. Annapolis Transit's internal analysis shows that overall more than 95% of all trips operate on-time (defined as between 0 and 5 minutes late).

The last fare change occurred in July, 2011 and was proposed at public meetings during the summer of 2010 when the new system changes were announced. The July 2011 fare increase raised the base fare to \$1.50 from \$1.00 and was part of a two-phase process. The fare changes proposed in R-63-11 represent the second phase.

Proposals have already been discussed before City Council and at City-events, regarding the expansion of the transit system to include decreased headways (more frequent service) on core City routes as well as new routes to BWI-Thurgood Marshall Airport/Arundel Mills.

Prepared by Iain Banks, Personal Transportation and Parking Specialist in the Department of Transportation at [ibanks@annapolis.gov](mailto:ibanks@annapolis.gov) and Jessica Cowles, Legislative and Policy Analyst in the Office of Law at [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov)

## FISCAL IMPACT NOTE

**Legislation No:** R-63-11

**First Reader Date:** 11-28-11

**Note Date:** 01-15-12

**Legislation Title:** **Increasing Transit Fares for Transportation Services**

**Description:** For the purpose of increasing transit fares for use of transportation services in the City of Annapolis by amending the FY2012 fee schedule.

**Analysis of Fiscal Impact:**

This legislation produces a positive fiscal impact the amount of which depends on the number of riders remaining constant and no other changes to the operations of the Department of Transportation services. Most of the fare increases being proposed are 33% higher than currently charged and that is the percentage increase used in this analysis.

Assuming that the increases become effective on March 1, 2012, and ridership remains the same as in the first half of the fiscal year, the positive fiscal impact can be estimated at about \$72,000.

**CITY COUNCIL OF THE CITY OF ANNAPOLIS**

**CHARTER AMENDMENT NO. CA-08-10**

**Introduced by Alderman Israel**

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LEGISLATIVE HISTORY			
First Reading:	Public Hearing:	Fiscal Impact Note:	120 Day Rule:
11/8/10			1/23/11
Referred to:	Referral Date:	Meeting Date:	Action Taken:
Rules & City Gov't Charter Revision Commission	11/8/10		

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**A RESOLUTION** concerning

**Structure and Procedures of City Government**

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**FOR** the purpose of increasing the number of wards in the City of Annapolis from eight to nine for the purpose of conducting the 2013 primary and general election and all primary and general elections thereafter, and for removing the Mayor as a member of the City Council, and providing for a presiding officer of the City Council to be selected by a majority vote of the City Council from the aldermen and alderwomen representing each of the nine wards, to serve for no more than a term of one year consecutively, and providing for the Mayor to have veto power over proposed ordinances and resolutions and line item veto power with respect to the City's annual operating budget, and providing for the City Council to have the power to override a veto of the Mayor by a two thirds vote of those present and constituting a quorum and voting.

\* \* \* \* \*

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**WHEREAS**, Article II, Section 1, of the City Charter divides the City of Annapolis into eight wards of approximately equal population and provides that additional wards may be established by ordinance if additional territory is annexed to the City of Annapolis;

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**WHEREAS**, Article IV, Section 1, of the City Charter provides that the City Council shall be composed of the Mayor and Aldermen;

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**WHEREAS**, Article IV, Section 2, of the City Charter provides for the general powers and duties of the city council;

1 **WHEREAS**, Article IV, Section 3, of the City Charter provides that the Mayor shall act  
2 as the Chairman of the City Council and preside at all meetings;

3  
4 **WHEREAS**, Article IV, Section 4, of the City Charter provides that the Mayor may  
5 convene special meetings of the City Council;

6  
7 **WHEREAS**, Article V, Section 2, of the City Charter provides for the powers and duties  
8 of the Mayor.

9  
10 **SECTION I: BE IT ESTABLISHED AND RESOLVED BY THE ANNAPOLIS**  
11 **CITY COUNCIL** that the above referenced sections of the Charter of the City of  
12 Annapolis shall be amended to read as follows:

13  
14 **Article II, Sec. 1. - Wards.**

15 For purposes of the regular primary and general elections of 2013 and all  
16 subsequent elections, whether regular or special, the City shall be divided by  
17 ordinance into ~~eight (8)~~ nine (9) wards of approximately equal population. One (1)  
18 or more additional wards of the city may be established by ordinance if additional  
19 territory is annexed to the city as provided in Article III, Section 4 of this Charter.

20 **Article IV, Sec. 1. - Composition.**

21  
22 Beginning the first Monday of December of 2013, the city council shall be  
23 composed of the mayor and the aldermen of the nine wards of the City.

24 **Article IV, Sec. 2. - General Powers and duties.**

25 (a) The city council shall be the legislative body of the City of Annapolis vested  
26 with the power to enact laws. The city council shall have the authority to enact all  
27 laws necessary or convenient for the exercise of the powers granted to the City  
28 of Annapolis for the proper functioning of the government of the City and for  
29 enforcement of these laws. Beginning on the first Monday of December of 2013,  
30 the city council shall have the power to override a veto of the Mayor of any  
31 ordinance, resolution, except a resolution proposing a Charter Amendment, or  
32 veto of any item of expenditure in the City's annual operating budget that has  
33 been added or increased by the city council, by a two thirds vote of those present  
34 and constituting a quorum and voting. Except as otherwise provided by the city  
35 council, all laws adopted by the council shall take effect upon the date of  
36 adoption.

37 (b) The powers and duties of the city council include the power and duty to  
38 conduct oversight of the expenditure of public money and the delivery of  
39 municipal services.

1 (c) The city council shall sit as the planning and zoning authority of the city,  
2 except for those functions delegated to the board of appeals, the planning  
3 commission or to the planning and zoning director.

4 (d) The city council shall perform such other functions as specified in this  
5 Charter or by ordinance, or as conferred upon local governing bodies by the laws  
6 of the State of Maryland.

7  
8 **Article IV, Sec. 3. - ~~Chairman.~~ Presiding Officer.**

9 ~~Beginning on the first Monday of December of 2013, the mayor shall be the~~  
10 ~~chairman of the city council~~ presiding officer of the City Council shall be known  
11 as the president of the Council and shall be selected by a majority vote of the  
12 City Council from the aldermen and alderwomen representing each of the nine  
13 wards, to serve for no more than a term of one year consecutively.

14 **Article IV, Sec. 4. - Meetings.**

15 (a) The city council shall meet regularly on the second Monday of each month  
16 except during the month of August and during the month of November in the year  
17 of a municipal general election.

18 (b) The ~~mayor~~ president of the Council may convene special meetings of the  
19 city council at such times as he believes that the interests of the City so require.

20 (c) Upon the written request of five (5) aldermen that the city council be called  
21 into emergency session, the ~~mayor~~ president of the Council shall summon them  
22 to convene. At the emergency session the city council shall consider only such  
23 action as is specified in the request for the emergency session.

24 (d) A majority of the city council shall constitute a quorum to conduct business,  
25 but a smaller number may adjourn from day to day.

26  
27 **Article V, Section 2 - Powers and duties.**

28 The mayor may take the acknowledgment of any deed or instrument; ~~beginning~~  
29 ~~with the first Monday of December of 2013, shall have veto power over proposed~~  
30 ~~ordinances and resolutions, except for a resolution proposing a Charter~~  
31 ~~Amendment, and veto power over any item of expenditure in the City's annual~~  
32 ~~operating budget that was added or increased by the Council;~~ shall sign all  
33 ordinances, charter amendments, resolutions and instruments; shall cause to be  
34 prepared annually an audited statement of the finances of the city as of the end  
35 of the preceding fiscal year; may call upon any officer of the city entrusted with  
36 the receipt and expenditure of public money for a statement of officer's account;  
37 shall advocate plans that address demands for municipal services, enhance the  
38 quality of life, and strengthen the economic vitality of the city; shall be the

1 principal representative of the city in official and ceremonial matters; shall  
 2 develop and maintain intergovernmental relationships so as to ensure that the  
 3 interests, goals and objectives of the city are fulfilled; shall supervise the city  
 4 administrator; shall report to the city council annually on the state of the city, its  
 5 finances and administrative activities; shall see that the actions of the city council  
 6 are duly and faithfully executed; and shall perform such other executive duties as  
 7 may be prescribed by this Charter or required by the ordinances and resolutions  
 8 of the city council not inconsistent with this Charter or as may be necessarily  
 9 implied from the powers and duties herein specified.

10 **SECTION II: AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY**  
 11 **COUNCIL** that the date of adoption of this Resolution is \_\_\_\_\_, and the  
 12 amendments of the Charter of the City of Annapolis, hereby enacted shall become  
 13 effective on \_\_\_\_\_, unless a proper petition for referendum hereon  
 14 shall be filed as permitted by law within 40 days of adoption, provided a complete and  
 15 exact copy of this Resolution shall be continuously posted on the bulletin board in the  
 16 City Hall until \_\_\_\_\_, and provided further that a copy of the title of this  
 17 Resolution shall be published in "The Capital", a newspaper of general circulation in the  
 18 City of Annapolis, or in any other newspaper of such general circulation, once in each of  
 19 the weeks on October 25, 2010, November 1, 2010, November 8, 2010 and November  
 20 15, 2010.

21  
 22 **SECTION III: AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY**  
 23 **COUNCIL** that the Mayor is hereby specifically commanded to carry out the provisions  
 24 of Section II hereof, and, as evidence of such compliance, the Mayor shall cause to be  
 25 maintained appropriate certificates of publication of the newspaper or newspapers in  
 26 which the title of the Resolution shall have been published and if a favorable  
 27 referendum is held on the Charter change, shall declare the Charter change hereby  
 28 enacted to be effective on \_\_\_\_\_, by affixing his signature  
 29 hereto in the space provided on the effective date of change.

30  
 31 **SECTION IV: AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY**  
 32 **COUNCIL** that as soon as the Charter Amendment hereby enacted shall become  
 33 effective, either as provided herein or following a referendum, the Mayor shall send to  
 34 the Maryland Department of Legislative Services a copy of this Resolution showing the  
 35 number of Aldermen voting for and against it and a report on the votes cast for or  
 36 against the amendment hereby enacted at any referendum thereon and the date of  
 37 such referendum.

38  
 39 The above Charter Amendment was enacted by the foregoing Resolution which was  
 40 passed at a regular meeting of the Annapolis City Council on \_\_\_\_\_;  
 41 voting in the affirmative, \_\_\_\_\_ voting in the negative, \_\_\_\_\_ abstaining and \_\_\_\_\_  
 42 absent and the said Resolution becomes effective in accordance with law on  
 43 \_\_\_\_\_.  
 44

1 **SECTION II: AND BE IT FURTHER ESTABLISHED AND RESOLVED BY THE**  
2 **ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect on \_\_\_\_\_.

3  
4 **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

5  
6 **ATTEST:** **THE ANNAPOLIS CITY COUNCIL**

7  
8  
9 **BY:** \_\_\_\_\_

10 **Regina C. Watkins-Eldridge, MMC**  
11 **City Clerk**

**JOSHUA J. COHEN, MAYOR**

**EXPLANATION:**

Highlighting indicates matter added to existing law.  
~~Strikeout indicates matter deleted from existing law.~~  
Underlining indicates amendments.

21



## **Policy Report**

### **Charter Amendment CA-08-10**

#### **Structure and Procedures of City Government**

Article II, Section 1, of the City Charter divides the City of Annapolis into eight wards of approximately equal population and provides that additional wards may be established by Ordinance if additional territory is annexed to the City of Annapolis. The proposed Charter Amendment CA-08-10 would increase the number of wards in the City of Annapolis from eight to nine for the purpose of conducting the 2013 primary and general election and all primary and general elections in the future.

Article IV, Section 1, of the City Charter provides that the City Council shall be composed of the Mayor and Aldermen and Alderwomen. The proposed Charter Amendment would reconfigure the City Council to include nine Aldermen and Alderwomen from each of the nine wards of the City and remove the Mayor as a member of the City Council, beginning on December 2, 2013.

Article IV, Section 2, of the City Charter provides for the general powers and duties of the City Council. The proposed CA-08-10 would authorize the City Council to override a veto of the Mayor, with a two-thirds vote of those present and constituting a quorum and voting, of any Ordinance or Resolution, except a Resolution proposing a Charter Amendment, or any item of expenditure in the City's annual operating budget that the City Council has added or increased.

Article IV, Section 3, of the City Charter provides that the Mayor shall act as the Chairman of the City Council and preside at all meetings. The proposed Charter Amendment would remove the position of Mayor from the City Council and would provide for a majority vote of the City Council from the aldermen and alderwomen representing each of the nine wards to select a President of the Council that would serve for no more than a one consecutive year term.

Article IV, Section 4, of the City Charter provides that the Mayor may convene special meetings of the City Council. The proposed Charter Amendment would authorize the President of the Council, not the Mayor, to convene special meetings and call emergency sessions.

Article V, Section 2, of the City Charter provides for the powers and duties of the Mayor. The proposed CA-08-10 would authorize the Mayor to have veto power over proposed Ordinances and Resolutions and line item veto power with respect to the City's annual operating budget. Additionally, CA-08-10 would authorize the City Council to have the power to override a veto of the Mayor by a two-thirds vote of those present and constituting a quorum and voting.

Prepared by Jessica Cowles, Legislative and Policy Analyst in the City of Annapolis Office of Law at JCCowles@annapolis.gov or 410.263.1184.



City of Annapolis  
Charter Revision Commission  
Referral Action Report

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Date: 10/6/11

To: Jessica Cowles,  
City of Annapolis Office of Law,  
Legislative and Policy Analyst

The Charter Revision Commission has reviewed **CA-08-11** and has taken the following action:

Favorable

Favorable with amendments

Unfavorable

No Action

Other

Comments:

Meeting Date 10/20/11

Signature of Chair Neil C. Berg



City of Annapolis City Council  
Standing Committee Referral Action Report

Date: 12/6/11

To: Jessica Cowles,  
City of Annapolis Office of Law,  
Legislative and Policy Analyst

The Rules and City Government Committee has reviewed CA-08-10 and  
has taken the following action:

Favorable

Favorable with amendments

Unfavorable

No Action

Other

Comments:

Roll Call Vote:

Ald. Arnett, Chair YCS

Ald. Hoyle YCS

Ald. Israel YCS

Meeting Date 12/6/11

Signature of Chair Ross A. Arnett

1 CITY COUNCIL OF THE  
2 City of Annapolis

3  
4 Ordinance No. O-26-11

5 Introduced by: Alderwoman Finlayson, Alderman Silverman and Mayor Cohen  
6  
7

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	120 Day Rule
9/12/11			1/10/12
Referred to	Referral Date	Meeting Date	Action Taken
Housing and Human Welfare	9/12/11		
Public Safety	9/12/11		

8  
9 A **ORDINANCE** concerning

10 Alarm System Registration

11 **FOR** the purpose of establishing a registration requirement for alarm systems.

12 **BY** repealing and re-enacting with amendments the following portions of the Code of the  
13 City of Annapolis, 2011 Edition  
14 Section 10.06  
15

16 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
17 **COUNCIL** that the Code of the City of Annapolis shall be amended to read as follows:

18 **Chapter 10.06 – FALSE ALARMS.**

19  
20 **10.06.010 - Definitions.**

21 A. False alarm. Any communication generated by or as a result of an alarm system or  
22 telecommunication that results in a response and investigation by the City's Fire/EMS or Police  
23 Departments which reveals no evidence or indication of a health or safety risk or other actual  
24 hazard. False alarms shall not include signals found to be activated by unusually severe  
25 weather conditions or other causes that are identified by the Fire/EMS or Police Departments to  
26 be beyond the control of the user.

27 B. User. An owner or lessee of an any alarm system; an owner or lessee of a any dwelling unit,  
28 place of business, or other premises that has been equipped with an alarm system; an  
29 individual who initiates a telecommunication.  
30

31  
32 **10.06.020 - Limit on number of false alarms—Fines for excessive false alarms.**

33 If two false alarms occur within a 365-day period, then for all subsequent false alarms that occur  
34 thereafter in the same period the user will be assessed a civil fine as established by resolution  
35 of the City Council.  
36  
37

1 **10.06.025 Registration.**

2  
3 A. Requirement – As of January 1, 2012, an alarm user may not allow an alarm system to emit  
4 an alarm signal unless the system is registered with the Police Department in accordance with  
5 this section.

6  
7 B. Initial Registration – An alarm user shall register an alarm system by completing and  
8 submitting to the Police Department an application form provided by the Police Department. The  
9 alarm user shall notify the Police Department within seven (7) days of any change in the  
10 information supplied on the application form including, but not limited to, the alarm user's  
11 address and telephone number.

12  
13 C. Renewals – Every alarm user shall renew an alarm system registration annually between  
14 December 1 and December 31, starting with the calendar year 2011, regardless of when the  
15 initial registration was completed.

16  
17 D. Penalty – A penalty will not be imposed for the first violation of subsection A of this section.  
18 A second or subsequent violation of subsection A is hereby declared a municipal infraction  
19 punishable by a fine of one hundred dollars (100.00). Each day a violation continues is hereby  
20 deemed a separate offense.

21  
22 **10.06.030 - Appeals.**

23 Any user aggrieved by the assessment of a fine may appeal to a board established by the  
24 Fire/EMS and Police Departments within 15 days of the notice of a fine's assessment. The  
25 board shall conduct an administrative hearing thereon either in person or by mail, and, in the  
26 event that it determines that the false alarm was activated or initiated by causes beyond the  
27 control of the user or other extenuating circumstances, the board may abrogate the fine.  
28

29 **SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
30 **ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its passage.

31  
32 **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

33  
34  
ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC, City Clerk

\_\_\_\_\_  
Joshua J. Cohen, Mayor

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37 **EXPLANATION:**

38 Highlighting indicates matter added to existing law.  
39 ~~Strikeout indicates matter deleted from existing law.~~  
40 Underlining indicates amendments.  
41

## FISCAL IMPACT NOTE

**Legislation No:** O-26-11

**First Reader Date:** 9-12-11

**Note Date:** 10-3-11

**Legislation Title:** Alarm System Registration

**Description:** For the purpose of establishing a registration requirement for alarm systems.

**Analysis of Fiscal Impact:**

This legislation requires Police Department staff time to register alarm users' alarm systems, maintain records, and levy municipal infraction fines on alarm users who fail to register their systems as required by this legislation. It is expected that this will place an additional burden on the Police Department in personnel costs, supplies, and computer time, but due to the lack of information on the number of alarms to be covered, the fiscal impact is unknown at this time.

## **Policy Report**

### **Ordinance O-26-11**

#### **Alarm System Registration**

The proposed ordinance establishes a registration requirement for alarm systems.

As of January 1, 2012, an alarm user would be prohibited from allowing an alarm system to emit an alarm signal unless the system has been registered with the Police Department. An alarm user would register an alarm system by completing and submitting an application form to the Police Department. The alarm user would be required to notify the Police Department within seven (7) days of any change in the information supplied on the application form including, but not limited to, the alarm user's address and telephone number. Every alarm user would also be required to renew an alarm system registration annually between December 1 and December 31, starting with the calendar year 2011, regardless of when the initial registration was completed.

For questions, please contact Jessica Cowles, Legislative and Policy Analyst in the City of Annapolis Office of Law at [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov) or 410.263.1184.



City of Annapolis City Council  
Standing Committee Referral Action Report

Date: 10/17/11

To: Jessica Cowles,  
City of Annapolis Office of Law,  
Legislative and Policy Analyst

The Public Safety Committee has reviewed G-26-11 and has taken the following action:

Favorable

Favorable with amendments

Unfavorable

No Action

Other

Comments:

Roll Call Vote:

Ald. Finlayson, Chair yes

Ald. Paone yes

Ald. Silverman yes

Meeting Date 10/17/11

Signature of Chair Sheila M. Finlayson



City of Annapolis City Council  
Committee & Commission Referral Action Report

Date: 12/05/11

To: Jessica Cowles,  
City of Annapolis Office of Law,  
Legislative and Policy Analyst

The Housing and Human Welfare Committee has reviewed 0-26-11 and  
has taken the following action:

Favorable

Favorable with amendments

Unfavorable

No Action

Other

Comments: *to inquire about the need for 10.06.025  
Section C. Renewals*

Roll Call Vote:

Ald. Kirby, Chair YES Ald. Hoyle YES Ald. Silverman YES

Meeting Date 12/5/11

Signature of Chair *Kenneth A Kirby*

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**CITY COUNCIL OF THE  
City of Annapolis**

**Ordinance No. O-2-12**

**Introduced by: Mayor Cohen, Alderman Arnett, Alderwoman Hoyle, Alderman Paone,  
Alderman Pfeiffer, and Alderman Israel**

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
1/23/12			4/20/12
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	1/23/12		
Environmental Matters	1/23/12		

9  
10 **A ORDINANCE** concerning

11 **Lease of City Dock Space to Chesapeake Marine Tours**

12 **FOR** the purpose of authorizing for fiscal year 2018 the lease of certain municipal property  
13 located at the City Dock to Chesapeake Marine Tours, Inc. for the docking and mooring  
14 of certain boats.

15 **WHEREAS,** the City of Annapolis and Chesapeake Marine Tours, Inc., have entered into a  
16 series of leases and amendments, the most recent being O-4-11, to lease  
17 through June 30, 2017, certain docking space at the City Dock at specified rental  
18 and under certain terms and conditions; and

19 **WHEREAS,** Article III, Section 8 of the Charter of the City of Annapolis requires the passage  
20 of an ordinance to authorize a lease.

21  
22 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
23 **COUNCIL** that the proposed Lease, a copy of which is attached hereto and made a part hereof,  
24 between the City of Annapolis and Chesapeake Marine Tours, Inc. d/b/a Watermark Cruises, is  
25 hereby approved, and the Mayor is hereby authorized to execute the Lease on behalf of the  
26 City. It is further expressly found by the City Council that the services to be provided as a result  
27 of the Lease will benefit visitors and residents of the City, will generate tax revenues and  
28 additional rental income to the City, and will better serve the public need for which the property  
29 was acquired.

30  
31 **AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
32 **COUNCIL** that this Ordinance shall take effect from the date of its passage.

33  
34 **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
35  
36  
37

ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC, City Clerk

\_\_\_\_\_  
Joshua J. Cohen, Mayor

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**EXPLANATION:**

Highlighting indicates matter added to existing law.  
~~Strikeout indicates matter deleted from existing law.~~  
Underlining indicates amendments.

## LEASE

This Lease is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Annapolis, a municipal corporation of the State of Maryland, Lessor, and Chesapeake Marine Tours, Inc., a corporation of the State of Maryland, Lessee.

Whereas, the parties have entered into a succession of leases beginning in 1972 for purposes of permitting the Lessee to lease docking spaces at the Lessor's City Dock to dock its vessels and carry on its business of operating a cruise and water taxi service on the Chesapeake Bay and its tributaries;

Whereas, the existing Lease expires June 30, 2016;

Whereas, the parties entered into a Lease dated \_\_\_\_\_ for the same purposes to provide for an additional leasing term from July 1, 2016 to June 30, 2017;

Whereas, the parties have agreed to this Lease for the same purposes and to provide for an additional leasing term of another one year period to run from July 1, 2017 to June 30, 2018;

Whereas, the Annapolis City Council has authorized this Lease pursuant to Ordinance O-2-12.

Now, therefore, in consideration of these premises and the terms stated below, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

### 1. Identification of Leased Docking Spaces

a. The Lessor hereby rents and leases to the Lessee, and the Lessee hereby rents and leases from the Lessor, for the term stated in paragraph 2, at the rent and upon the other terms set forth in this Lease, the following docking spaces at the City Dock, constituting two hundred sixty (260) linear feet of City Dock docking space:

1. The two end boat slips nearest the channel of Spa Creek known as Slips 21 and 22, both of which are suitable for boats not exceeding sixty five (65) feet in length;
2. The end of the dock adjacent to Slip 22 between two dolphins for a distance of not more than eighty feet (80'); and
3. Sixty feet (60') along the boardwalk adjacent to the Harbormaster's office.

### 2. Term

a. The term of this Lease shall be for a period of one year beginning July 1, 2017, and ending June 30, 2018.

### 3. Rent

a. The Lessee shall pay rent to the Lessor, for the lease of two hundred sixty (260) linear feet of City Dock docking space, for the FY period July 1, 2017, through June 30, 2018, at

a rate of \$187.79 per linear foot, for a total amount of rent of \$48,825.40. This represents a 3% annual increase, using the same rate per linear foot, from the amount earned by the Lessor from the lease of one thousand, four hundred, twenty-three (1,423) linear feet of total rented dock space at the City Dock during the 2010 calendar year. Annual rent shall be invoiced on or before June 1, 2017 by the City Harbormaster, which the Lessee shall pay not later than July 1, 2017. Payment shall be made directly to the City Harbormaster. If the Lessor fails to pay rent by July 5, 2017, the Lessee shall incur a late payment of 1% of the base rent, and an additional 1% of the base rent if unpaid by the fifth day of any subsequent month.

b. As additional rent for electricity service, the Lessee may, at its option and at its expense, arrange with Baltimore Gas & Electric to have its electric service separately metered and billed directly to the Lessee, or may pay monthly, by the first day of each month to the City Harbormaster the appropriate monthly winter electric rate, as set by the City Council in the Annual Fee Resolution applicable to the term of this Lease which, as it pertains to this Lease, for a one hundred amp outlet, shall be twice the rate set in the Annual Fee Resolution for a fifty amp outlet. If the Lessee chooses to pay pursuant to the monthly winter electric rate, the City Harbormaster shall invoice the Lessee and payment shall be due on the first day of the month after invoicing. If the Lessee fails to pay by the fifth day of any month, the Lessee shall incur a late payment calculated in accordance with the Annual Fee Resolution applicable to the term of this Lease.

c. As additional rent for refuse collection, the Lessee shall pay \$250.00 per month. by the first day of each month. The City Harbormaster shall invoice the Lessee and payment shall be due on the first day of the month after invoicing. If the Lessee fails to pay by the fifth day of any month, the Lessee shall incur a late payment calculated in accordance with the Annual Fee Resolution applicable to the term of this Lease.

d. As additional rent, the Lessee shall also pay from time to time all taxes and other charges or fees required by law.

#### 4. Vessels Authorized at Docking Spaces

a. The Lessee shall have authority to dock an office barge at the leased docking spaces plus the passenger vessels Harbor Queen, No. 539448; Annapolitan II, No. 544467; Cabaret II, No. 1039051; Lady Sarah, No. 1160977; Miss Anne, No. 635636; Miss Anne II, No. 672686; Catherine Marie, No. 1082215; Raven, No. TBD, Severn Exposure, No. 1146892, and four water taxi launches.

b. The Lessee may replace any vessel referenced above, provided that all replacement vessels are of the same size, or substantially the same size, and of the use, as Coast Guard certified passenger vessels. All replacement vessels shall be subject to the Lessor's final approval, which shall not be unreasonably withheld as long as all replacement vessels meet the standards of Coast Guard certified passenger vessels.

#### 5. Use of Docking Spaces

a. The Lessee shall use the leased docking spaces solely as passenger vessels for sightseeing, boat charter and water taxi operations and for office space from which to conduct the business which this Lease authorizes at the Lessor's City Dock.

b. The Lessee shall notify the City Harbormaster whenever any of its vessels will be absent from any portion of the leased docking spaces for more than seventy-two (72) hours, during which time the Lessor may utilize any portion of the docking spaces so vacated for any lawful purpose whatsoever without any abatement of the rent due pursuant to this Lease. Whenever the Lessee vacates any portion of the leased space for more than seventy-two (72) hours, the Lessee shall give the Harbormaster twenty-four (24) hours written notice of the intended return to the docking spaces vacated.

c. The Lessee shall not discharge or board passengers at the plaza located at that portion of the City Dock closest to the Markethouse commonly known as the end of Ego Alley.

d. The Lessor shall attempt to keep the leased docking spaces free and clear of unauthorized vessels when the Lessee's vessels are away from the leased docking spaces, but shall be under no obligation or responsibility to do so, nor shall the Lessor assume or incur any liability for failing to do so, and the Lessee hereby unconditionally and completely waives and releases all complaints, claims, suits and actions of all types, both administrative and judicial, against the Lessor in connection therewith.

e. The Lessor shall have the right to remove from the leased docking spaces, without any liability whatsoever for so doing, and without prior or subsequent notice to the Lessee, any alterations made by the Lessee which are made without the express consent of the City Harbormaster. The cost of removal and/or repairs associated with the removal of any such unauthorized alterations, including any administrative costs incurred by the Lessor, shall be billed to the Lessee, and shall be due and payable by the Lessee promptly upon the Lessee's receipt of the invoice.

f. The Lessor shall have the right and privilege, with the consent of the Lessee, which consent shall not be unreasonably withheld, on not less than seven (7) days notice from the Lessor to the Lessee, to reclaim and use all or some of the leased docking spaces in order to meet prior contractual obligations relating to the annual sailboat and/or powerboat shows at or on the City Dock, and to accommodate certain special events, shows or programs conducted from time to time at or on the City Dock. In such event, the Lessee shall vacate designated leased docking spaces to which the consent applies and remove all of its vessels from the designated leased docking spaces during the period specified in the Lessor's notice.

g. If the Lessee vacates any of the leased docking spaces due to any events, shows or programs other than the annual sailboat and/or powerboat shows conducted at or on the City Dock, the Lessee shall be entitled to a pro rata abatement of the rent due pursuant to this Lease based on the ratio which the number of days of vacancy specified in the Lessor's notice to the Lessee bears to the total annual rent, and based on the docking spaces vacated.

h. The Lessee shall conduct its business in and about the City Dock in an orderly manner and shall keep its vessels neat and clean and shall maintain the area immediately adjacent to its mooring area and the leased spaces in a neat and clean manner.

#### 6. Default, Breach and Termination

a. The Lessee shall be deemed to be in breach and default of this Lease if, within ten (10) days of the due date, the Lessee fails to pay the rent, the additional rent, or any other charges due under the terms of this Lease. In such event, the Lessor may declare this Lease immediately terminated and the Lessor shall be entitled to all unpaid rent, additional rent and

other charges due pursuant to this Lease, and to the immediate and exclusive use and possession of each of the leased docking spaces, without any notice or further demand for rent, additional rent and other charges due pursuant to this Lease, and without any notice to quit or vacate or other demand to recover use and possession of the leased docking spaces, or notice of intention to exercise its rights pursuant to this Lease, and the Lessee hereby expressly and unconditionally waives all such notice. In such event, the Lessee shall be responsible for all reasonable attorney fees and costs incurred by the Lessor to obtain eviction.

b. If the Lessee shall be in breach or default in the performance of any of the other terms of this Lease and fails to cure or remedy the breach or default within thirty days after the Lessor gives written notice to the Lessee of the breach or default, the Lessor may declare this Lease immediately terminated and the Lessor shall be entitled to all unpaid rent, additional rent and other charges due pursuant to this Lease, and to the immediate and exclusive use and possession of each of the leased docking spaces, without any notice or further demand for rent, additional rent and other charges due pursuant to this Lease, and without any notice to quit or vacate or other demand to recover use and possession of the leased docking spaces, or notice of intention to exercise its rights pursuant to this Lease, and the Lessee hereby expressly and unconditionally waives all such notice. In such event, the Lessee shall be responsible for all reasonable attorney fees and costs incurred by the Lessor to obtain eviction.

#### 7. Signs

a. All signs which the Lessee desires to post must be approved by the Lessor and the Historic Preservation Commission of the City of Annapolis and any other agency if required by law.

#### 8. Compliance with Law

a. The Lessee shall comply with all federal, state and municipal licensing laws and regulations to insure that the Lessee's vessels and crews are certified as appropriate and that the Lessee's operations are conducted in a safe and non-hazardous and lawful manner.

#### 9. Insurance

a. The Lessee shall for the duration of this Lease maintain and pay the premiums for a policy of insurance covering liability for personal injury and property damage arising out of its business and operations pursuant to this Lease in the amount of no less than One Million Dollars (\$1,000,000.00) per person for bodily injury and property damage and Three Million Dollars (\$3,000,000.00) for each occurrence in the aggregate. The Lessee shall specifically name City of Annapolis and its Mayor, City Council, employees, contractors and other agents as an additional insureds, and shall deliver a copy of such insurance policy and a certificate of insurance to the City Attorney at least ten days prior to the commencement of the lease term.

b. The Lessee shall have adequate workers' compensation insurance covering its employees who enter upon the access road leading to the Rental Area and the Rental Area itself and in no event shall the coverage in such policy be less than One Million Dollars (\$1,000,000.00) per person for accidental bodily injury and occupational disease. The Lessee shall specifically name City of Annapolis and its Mayor, City Council, employees, contractors and other agents as an additional insureds. The Lessee shall deliver a copy of its Worker's Compensation insurance policy and a certificate of insurance to the City Attorney at the time of

the execution of this Lease and an updated certificate of insurance on the commencement date of each renewal term.

10. Indemnification

a. The Lessee shall indemnify, defend, and hold the City of Annapolis, its Mayor, City Council, employees, contractors and other agents, harmless from all actions, causes of action, complaints, claims or demands, and all liability for injuries or damages to person or property, arising or alleged to arise as a result of any act or omission of the Lessee, its employees, contractors or other agents, whether or not the result of negligence or other fault, during the term of this Lease.

b. In the event the Lessor is required to defend any such actions, causes of action, complaints, claims or demands, the Lessor shall be entitled to participate in its defense, either in whole or in part as it so deems, and to select its own attorneys to provide a defense at the sole expense, for purposes of attorney fees and litigation costs, of the Lessee.

11. Immunities

a. The Lessor reserves and shall be entitled to enforce any and all immunities, partial or total, statutory or common law, in any proceeding that is initiated as a result of this Lease, whether initiated by the Lessor, the Lessee or any third party.

12. Assignment

a. The Lessee shall be entitled to assign its Lease obligations with the prior written consent of the Lessor, which the Lessor shall not unreasonably withhold, but any assignee, to the reasonable satisfaction of the Lessor, shall be financially able to meet the obligations of the Lease, including the payment of all rent due timely and the maintenance of the minimum insurance coverage required by this Lease, have the overall capability, expertise and resources to operate a waterfront tour and cruise business of a scale and quality comparable to that of the Lessee, or, in the alternative, to operate a maritime business that qualifies as an "amusement" under the Maryland State tax laws, and to otherwise perform the obligations of the Lease at the same level as the Lessee.

13. Absence of Agency

a. The Lessee acknowledges that it is an independent contracting party and not the agent or employee of the Lessor.

14. Notice

a. All notices pursuant to this Lease shall be by regular mail, fax or email, except notice of termination, which shall be by certified mail, return receipt requested.

b. Notice to the Lessor shall be to the City Attorney, 160 Duke of Gloucester Street, Annapolis, Maryland 21401.

c. Notice to the Lessee shall be to Debbie Gosselin at PO Box 3350, Annapolis, MD 21403.

d. The parties shall timely advise each other in writing of any change of address.

15. Venue, Waiver of Jury Trial and Governing Law

a. Venue for all judicial proceedings which result from this Lease shall be the courts of Anne Arundel County, Maryland.

b. The parties hereby expressly waive trial by jury in any such judicial proceeding.

c. The laws of the State of Maryland shall govern all matters relating to this Lease.

16. Modification or Amendment

a. This Agreement may not be modified or amended except in a writing signed by the parties and witnessed. No waiver of any provision of this Agreement shall be construed as a modification or amendment of this Agreement or valid unless in writing and signed by the parties and witnessed.

17. Integration

a. This Lease constitutes the entire agreement between the parties regarding the Lessee's lease of the Lessor's docking spaces. There are no other terms or understandings, oral or written, between the parties with respect thereto.

18. Binding Effect

a. The terms of this Lease shall be binding upon and shall be for the benefit of the parties and their successors and assigns.

Witness the signatures and seals of the parties.

Attest:

Lessor

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC

By: \_\_\_\_\_  
Joshua J. Cohen, Mayor (Seal)

Lessee

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Debbie Gosselin, President (Seal)

Approved for form and Legal Sufficiency:

\_\_\_\_\_  
Karen M. Hardwick, City Attorney

Date:

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**CITY COUNCIL OF THE  
City of Annapolis**

**Ordinance No. O-3-12**

**Introduced by: Mayor Cohen, Alderman Arnett, Alderwoman Hoyle, Alderman Paone, and  
Alderman Israel**

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
1/23/12			4/20/12
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	1/23/12		
Environmental Matters	1/23/12		

9  
10  
11 **A ORDINANCE** concerning

12 **Lease of City Property: Boat Shows in 2017**

13  
14 **FOR** the purpose of authorizing a lease of certain municipal property located in the general  
15 harbor, Dock Street and Edgewood Road areas to United States Sailboat Shows, Inc.  
16 and United States Powerboat Shows, Inc., for a certain period of time in October 2017,  
17 to conduct boat shows.

18 **WHEREAS,** United States Sailboat Shows, Inc., and United States Powerboat Shows, Inc.,  
19 desire to lease certain municipal property for the purpose of conducting boat  
20 shows; and

21  
22 **WHEREAS,** the Annapolis City Council believes that these proposed boat shows would  
23 benefit the City; and

24  
25 **WHEREAS,** a lease setting forth details of the rental has been prepared and is considered  
26 satisfactory; and

27  
28 **WHEREAS,** Article III, Section 8 of the Charter of the City of Annapolis requires the passage  
29 of an ordinance to authorize the lease.

30  
31 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
32 **COUNCIL** that the proposed lease between the City of Annapolis and United States Sailboat  
33 Shows, Inc., and United States Powerboat Shows, Inc., for the rental of certain municipal  
34 property in the general harbor, Dock Street and Edgewood Road areas, as described in the  
35 lease, a copy of which is attached hereto and made a part hereof, for portions of October 2017,  
36 more specifically described in the attached lease, and subject to the option to expand or reduce  
37 the number of days of the tenancy as provided in the lease, is hereby approved and the Mayor  
38 is hereby authorized to execute the lease on behalf of the City of Annapolis.  
39

1           **SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
2 **ANNAPOLIS CITY COUNCIL** that it is expressly found by the City Council that the property to  
3 be leased will better serve the public need for which the property was acquired by stimulating  
4 local interest in the boating industry, encouraging visitors and residents of the City to visit the  
5 harbor and dock area, by generating tax revenues and rental income to the City and otherwise  
6 providing economic benefits to the City.

7  
8           **SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
9 **ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its passage.

10  
11  
12           **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

13  
14  
ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC, City Clerk

\_\_\_\_\_  
Joshua J. Cohen, Mayor

15  
16  
17           **EXPLANATION:**

18           Highlighting indicates matter added to existing law.  
19           Strikeout indicates matter deleted from existing law.  
20           Underlining indicates amendments.  
21  
22

## **LEASE AGREEMENT**

Authorized by O-3-12

This Lease is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between City of Annapolis, a municipal corporation of the State of Maryland ("Lessor"), and the United States Sailboat Show, Inc., and the United States Powerboat Show, Inc. (jointly and severally "Lessee").

### Article I

**Section 1.1. Premises and Term:** Lessor hereby leases to Lessee, for the purpose of holding two boat shows, from October \_\_\_\_ through October \_\_\_\_\_, 2017, inclusive, that property and water shown and described in Exhibit A of this Lease ("Premises"). The Premises includes Lessor's right and interest in the "Fawcett's Lot" pursuant to an agreement between Lessor and Chandler, LLC, but does not include the sidewalk on Dock Street between Craig Street and the bulkhead at the Department of Natural Resources, which are to be left open for public access subject to the terms of this Lease.

**Section 1.2. Revisions to Premises:** Lessor shall have the right to change the area of the Premises from time to time in order to reflect any change in ownership or infrastructure. If the total area of the Premises (exclusive of the Edgewood Road property referenced below) is reduced pursuant to this paragraph by five percent (5%) or more of the total area, Lessee shall be entitled to a pro rata reduction in the Base Rent. If the total area of the Premises is reduced pursuant to this paragraph by ten percent (10%) or more of the total area, Lessee shall have the right to a pro rata reduction in the Base Rent or to terminate the Lease. If the Base Rent is determined by using Ticket Sales Base Rent, then the reduction shall be calculated by reducing the fifty percent (50%) multiplier referenced in Section 1.3(a) to reflect the area reduction (e.g., if the Premises are reduced ten percent (10%), then the Base Rent shall equal  $[50\% \times 90\%] \times$  gross ticket receipts. If the Base Rent is determined using Minimum Base Rent, then the reduction shall be determined by using Minimum Base Rent, and the reduction shall be calculated by reducing the Base Rent by the percentage of the reduction of the total area. For purposes of this Section, the Edgewood Road property referenced below shall not be included in Premises area calculations or in rent adjustments.

**Section 1.3. Rent:** Except as provided in Section 2.3, Base Rent shall be (a) the greater of (i) 50% of Lessee's gross receipts (after deduction of admission taxes) from the sale by Lessee of tickets for admission to the boat shows for the term stated above ("Ticket Sales Base Rent") or, (ii) Three Hundred Seventy-Five Thousand Nine Hundred Fifty Dollars (\$375,950.00) ("Minimum Base Rent"), plus (b) if the Lessee uses the Edgewood Road property, Two Thousand Sixty Dollars (\$2,060.00) each year used ("Edgewood Road Rent"). Lessee shall pay Lessor the Minimum Base Rent, in full, within thirty (30) days of the close of the boat shows. Any further monies over the Minimum Base Rent due to Lessor as a result of ticket sales shall be paid by Lessee to Lessor simultaneously with Lessee's payment of State admissions tax. Proof of gross receipts from ticket sales shall be supplied at that time by Lessee to the City of Annapolis Director of Finance in a form satisfactory to the Director of Finance. In addition to the Base Rent, Lessee shall pay Lessor Additional Rent equal to Twenty-Five Thousand Seven Hundred Fifty Dollars (\$25,750.00) toward the costs incurred by the City in providing electricity, water, inspections and public safety services to the boat shows and in providing increased public services during the boat shows. Lessee shall pay Lessor the Additional Rent and, if applicable, the Edgewood Road rent, in full, at the time Lessee pays the Minimum Base Rent.

### Article II

**Section 2.1. Number of Days:** Lessor grants to Lessee the right to add one day at the end of either or both of the two boat shows for general public admission. Lessee shall have the right, in its sole discretion, to reduce the

number of days of either or both of the boat shows. Lessee shall provide written notice of such intent no later than thirty (30) before the opening of the first boat show governed by this Lease.

Section 2.2. Other Boat Shows: Lessor shall not lease the Premises for the purpose of holding boat shows on the Premises from June 1 through November 30 in the year of 2017. Lessee may, within its sole discretion, provide written authority to waive these restrictions. These restrictions shall be deemed to be waived by Lessee automatically as to either boat show reduced to less than one 10-hour day under Section 2.1.

Section 2.3. Adjustment to Rent: The Minimum Base Rent and Additional Rent shall be increased or reduced proportionately if Lessee exercises its rights to extend or shorten the number of days pursuant to Section 2.1. Notice of any such extension or shortening shall be given by Lessee in writing to Lessor by June 1, 2016. All of the other provisions of the lease shall remain in full force and effect.

### Article III

Section 3.1. Facilities and Services: Lessee shall have the use of the following Lessor existing and normal street and harbor lighting, electricity, water supply, and police and fire protection, all without additional charge.

Section 3.2. Police Services: Lessor shall provide police services related to traffic control outside the Premises, security for the boat show office within the Premise, and liaison with Lessee's security guards inside the Premises without additional charge.

Section 3.3. Fire Services: Lessor shall provide fire protection as required without additional charge. Following the erection of all booths and other boat show structures as described in Section 7.1 of this Agreement, but before the boat shows open, the parties shall meet at the Premises to assure compliance with Fire Department regulations and accessibility of fire lanes and turning radius. No open flame devices or running of watercraft propulsion engines shall be permitted the Premises during the open hours of the boat shows.

Section 3.4. Utilities: Lessor shall provide water and electricity without additional charge. Lessee, at its own expense, shall install all temporary electrical equipment, lines and devices required to provide power to the Premises in compliance with National Electric Code. Lessee shall be responsible for refuse removal as provided under Section 8.1 hereof.

Section 3.5. Parking and Transportation: Lessee shall coordinate with the City of Annapolis Department of Transportation all plans for the provision of any intra-city mode of transportation during the course of the boat shows. Prior to the opening of the boat shows, Lessee shall furnish to Lessor a written transportation plan which includes a parking element.

Section 3.7. Pre-Show Meetings and Inspection: Prior to the opening of each boat show, representatives of Lessor's Department of Neighborhood and Environmental Programs, Police Department, Fire Department, Harbormaster, and Department of Public Works shall inspect the Premises and nearby areas with Lessee's representative to determine compliance with City requirements and for determination of the condition of the Premises. Written approval by representatives of these departments is required before Lessee may open either boat show. The opening of the boat show shall not be delayed by any department whose representative is not present for the pre-inspection. Lessor shall not refuse permission to open either boat show or any part of the show under this paragraph unless a threat to health or safety has been identified. Lessor shall make every effort to limit that part of the show not opened in the event of such threat and to allow Lessee to open the closed portion of the show as soon as the threat is abated to Lessor's satisfaction. All other federal, state or county permits which may be required shall be the responsibility of the Lessee.

Section 3.8. Transportation: The Lessee shall prepare and submit a written Transportation Plan with a Parking Element to Lessor's Director of Transportation. The Transportation Plan shall address matters specified by the Director and shall be submitted no later than August 15, 2017. Except for public ways within the Premises, the Transportation Plan shall not provide for the closure of any street or restrict parking to those associated with the boat shows. Moreover in publicizing the boat shows, Lessee shall direct all persons attending the event to park their vehicles at satellite lots and ride the shuttle to the site of the boat shows. Upon receipt of the Transportation Plan, the Director shall make copies available to relevant agencies and to interested parties who have requested a copy.

#### Article IV

Section 4.1. Insurance: Lessee, at its own expense, shall obtain and keep in full force and effect comprehensive commercial general liability insurance of no less than Two Million Dollars (\$2,000,000.00) combined single limit, bodily injury and property damage, and Eight Million Dollars (\$8,000,000.00) umbrella policy, which shall be effective during the entire period of time during which the Lessee shall use or occupy the Premises or any part of the Premises.

The insurance policy or policies shall specifically name the City of Annapolis, and in their capacity as such, the officers, agents and employees thereof, as additional insureds, and insure against any and all loss, costs, damages, and expenses suffered by any person or to any property, including property owned by Lessor, due to or alleged to be due to an act, omission or the negligence of Lessee, its officers, agents, employees, vendors, subtenants or contractors, directly or indirectly, in connection with the use of the Premises or any part of the Premises by Lessee, its officers, agents, employees, vendors, subtenants or contractors.

Lessee's insurer or insurers shall be authorized to write the required insurance, approved by the Insurance Commissioner of the State of Maryland, and subject to the approval of Lessor's City Attorney. The form and substance of the Lessee's insurance policy or policies shall also be subject to reasonable approval by Lessor's City Attorney, and shall be submitted to the City Attorney for such approval not less than thirty (30) days prior to Lessee's occupancy of the Premises. The policy or policies of insurance shall then be secured by Lessee and filed with the City Attorney not less than fifteen (15) days prior to Lessee's occupancy of the Premises. No approval shall be unreasonably withheld.

The Certificate for each insurance policy shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, whether at the request of Lessee or for any other reason, except after thirty (30) calendar days advance written notice mailed by the insurer to Lessor's City Attorney, and that such notice shall be transmitted postage prepaid, return receipt requested.

The obligations of Lessee under this Article are part of but do not limit or satisfy Lessee's obligations under Article V.

#### Article V

Section 5.1. Indemnity: Lessee shall forever indemnify, defend and hold harmless Lessor, its officers, agents, and employees, from and against any and all claims, suits, actions, judgments, and liability for loss, injury, damages and/or expenses suffered or alleged to have been suffered during the lease term by any person or to any property due to or alleged to be due to an act, omission or the negligence of Lessee, its officers, agents, employees, vendors, subtenants or contractors, directly or indirectly, in connection with the use and occupancy of the Premises or any part of the Premises, by Lessee, its officers, agents, employees, vendors, subtenants or contractors.

Lessee shall reimburse Lessor, within thirty (30) days after demand for such reimbursement, for any damage done to Lessor's buildings, facilities, equipment or property caused by an act, omission or the negligence of

Lessee, its officers, agents, employees, vendors, subtenants or contractors, during Lessee's use and occupancy of the Premises or any part of the Premises.

#### Article VI

Section 6.1. Security: Lessee shall contract with and pay, as independent contractors, security guards from an agency duly licensed by the State of Maryland, in numbers sufficient to maintain security, peace and order at the boat shows inside the Premises during the lease term.

#### Article VII

Section 7.1. Interior Construction: Lessee shall have the right to construct, install or erect seats, platforms, booths, tanks, scaffolding, rigging, floating piers, pilings, docks, catwalks, tents, exhibits, and any other apparatus or structure which Lessee may deem necessary or desirable for the purpose of presenting the boat shows. Lessee shall have the right to erect and construct a temporary fence so as to enclose the Premises in such a manner as to limit entry onto the Premises through controlled entrances. Such fence shall not contain barbed wire, razor wire or any similar materials.

Section 7.2. Exterior Construction: Lessee shall erect and construct temporary wooden sidewalks, wherever necessary to provide for pedestrian traffic, outside of the Premises where the existing sidewalks are enclosed in the Premises by a temporary fence described in Section 7.1. All temporary sidewalks shall be handicap accessible and illuminated during hours of darkness and maintained by Lessee in a safe and secure condition.

Section 7.3. ADA and Other Permits: Lessee hereby assumes exclusive responsibility for compliance with any and all applicable provisions of the Americans with Disabilities Act of 1990, as amended from time to time, at the Premises, during the entire time Lessee uses or occupies the Premises or any part of the Premises. Subject to the inspection provisions of Section 3.7 of this Lease and to standard public safety and health approvals, any and all permits, licenses or authorizations required to be obtained from the City by Lessee during the term of this Lease for the purpose of constructing or erecting the temporary structures described in Sections 7.1 and 7.2 of this Lease or for operating the boat shows, shall be deemed granted and issued upon the execution of this Lease by Lessor and Lessee. All other federal, state or county permits, which may be required, shall be the responsibility of the Lessee.

#### Article VIII

Section 8.1. Trash: Lessee, at its own expense, shall provide an adequate number of trash containers for its use within the boat show grounds during the entire use and occupancy period of the Premises, and shall provide for the prompt removal of all such containers, trash and refuse. Lessor, at its own expense, shall provide an adequate number of trash dumpsters outside the boat show grounds for the use of Lessee during the use and occupancy period and shall provide for the prompt removal of trash and refuse in these dumpsters.

Section 8.2. Cleanliness: Lessee shall be responsible for keeping the Premises free of debris, trash and refuse, which shall be placed in dumpsters or receptacles.

Section 8.3. Sanitation and Toilets: Lessee shall, at its own expense, provide adequate and sanitary toilet facilities throughout the Premises for use by the general public and others attending or participating in the boat shows.

#### Article IX

Section 9.1. Quiet Enjoyment: Lessor covenants with Lessee that at all times during the term of this Lease, Lessee shall peacefully hold and quietly enjoy the use and occupancy of the Premises without any disturbance or

hindrance from Lessor or from any other person claiming through Lessor, except that Lessor or others claiming through Lessor may enter onto the Premises to effect necessary repairs to their own facilities as reasonably contemplated by the terms of this Lease, and to assure compliance with the terms of this Lease. Lessee shall cooperate with the Lessor to effect this access to the Premises.

Section 9.2. Trash and Public Safety Cooperation: The parties shall cooperate with each other and use their best efforts to ensure that there is prompt trash removal, public safety protection and adequate traffic control during the designated period of use and occupancy by Lessee of the Premises.

#### Article X

Section 10.1. Condition of Premises After Show: Following the lease term, Lessee, at Lessee's sole expense, shall return the Premises to Lessor in the same or superior condition than received, natural wear and tear excepted.

Section 10.2. Lessee's Equipment After Show: Prior to the expiration of the lease term, Lessee shall immediately remove all of its property, fixtures and chattels from the Premises. In the event that Lessee, its officers, agents, employees, vendors, subtenants or contractors, fail to remove any item of property, Lessor reserves the right to remove and store any such property after the expiration or termination of the lease term at Lessee's expense or as an alternative, to leave the property at the Premises. In either case, Lessor shall charge Lessee per diem rental for storage of such property. Lessor shall bear no responsibility or liability for damage to or expense incurred as a result of property left, removed or stored under the provisions of this Section. Lessee shall pay to Lessor any expenses or charges under this Section billed to Lessee by Lessor within thirty (30) days after delivery of any such bill by Lessor to Lessee.

Section 10.3. Post-Show Inspection: Within ten (10) days following the expiration of the lease term, Lessee shall accompany Lessor during a tour of the Premises to determine the condition of the Premises. Items corrected or repaired by Lessor, deemed by Lessor to be the responsibility of Lessee, shall be billed by Lessor and paid by Lessee within thirty (30) days after receipt of such bill.

#### Article XI

Section 11.1. Remedies: All duties, liabilities and/or obligations imposed upon or assumed by Lessee and Lessor by or under this Lease shall be taken or construed as cumulative and the mention of any specified duty, liability or obligation imposed upon or assumed by Lessee or Lessor under this Lease shall not be taken or construed as a limitation or restriction upon any or all of the other duties, liabilities, or obligations imposed upon or assumed by Lessee under this Lease. The remedies provided for in this Lease shall be construed to be cumulative and in addition to any other remedies provided in law or equity which Lessor or Lessee would have in any case. Lessor shall have the right to seek and obtain in any court of competent jurisdiction an injunction, without the necessity of posting a bond, to restrain a violation or alleged violation by Lessee of any term of this Lease, anything to the contrary notwithstanding. In no case shall a waiver by either party of the right to seek relief under this provision constitute a waiver of any other or further violation. The remedies provided in this Lease shall not be deemed exclusive of other remedies not specified.

#### Article XII

Section 12.1. Impossibility of Performance: If, for any reason, an unforeseen event not the act of Lessor occurs, including but not limited to fire, casualty, act of God, labor strike or other unforeseen occurrence which renders impossible the fulfillment of any rental period of this Lease, Lessee shall have no right to claim damages not right to claim against Lessor for damages, but Lessee shall not be liable for the payment of rent for said rental period. However, if such impossibility relates to not more than five percent (5%) of the rental period, Base Rent, if

determined under Section 1.3(A)(ii) of this Lease, shall be prorated to account for the number of scheduled hours the Show is not open to the public.

#### Article XIII

Section 13.1. Payment: Lessee shall make all payments due under this Lease by check, payable to the City of Annapolis. In addition to all other amounts due pursuant to this Lease, Lessee shall pay Lessor a monthly late fee of 1.5% (18% per annum) of any payment more than sixty (60) days past due, until paid.

#### Article XIV

Section 14.1. Time is of the Essence: Time is of the essence in the performance of this Lease. The times and deadlines specified in this Lease shall not be extended for any reason, except as may be provided in this Lease, relating to the term of the Lease or the installation or removal of equipment, materials or displays from the Premises, without written consent of Lessor.

#### Article XV

Section 15.1. Assignment: Lessee shall not assign, transfer, or otherwise dispose of this Lease without the prior written consent of Lessor, but such consent shall not be unreasonably or arbitrarily withheld. The foregoing shall not prevent Lessee from subleasing portions of the Premises to boat show exhibitors, provided the portion of the Premises subleased to any exhibitor does not exceed twenty-five percent (25%) of the total area of the Premises.

#### Article XVI

Section 16.1. Independent Contractor: Lessee is an independent contractor and not the agent or employee of Lessor. Under no circumstances shall this Lease be considered to create an employee or agency relationship or a partnership or joint venture.

#### Article XVII

Section 17.1. Liens: Lessee hereby consents that Lessor shall have a lien upon all property of Lessee located from time to time upon the Premises for any and all unpaid charges which arise under this Lease. Lessee hereby consents to and Lessor shall have the power to impound and retain possession of such property until all such charges and late fees due under Article XIII have been paid, in full, to the satisfaction of Lessor. In the event such charges remain unpaid ten (10) days after the termination of this Lease, Lessor shall have the power to sell such property at public auction and apply the receipts from such auction to all such unpaid charges.

#### Article XVIII

Section 18.1. Compliance with all Laws: Lessee shall comply with all laws, ordinances, and statutes applicable to the Premises or any part of the Premises, and the use and occupancy thereof, and to pay all taxes or charges imposed by law in connection with Lessee's use and occupancy of the Premises. Lessee shall have a reasonable time to correct any violation.

#### Article XIX

Section 19.1. Other Leases: There are currently in effect leases between Lessor and Lessee for the Premises for boat shows for the years of 2010 through 2016. In the event Lessee should materially default in performance of its obligations in any one of the above years, such default shall constitute a default in the leases for all years subsequent to 2016, including this Lease. If the default continues for more than thirty days (30) after Lessor

has given written notice to Lessee of such default, Lessor shall have the right to terminate any of the leases for any one or more of the years remaining in the leases through 2016, and this Lease. Otherwise, execution of this Lease shall have no effect on leases for the years of 2010 through 2016.

Article XX

Section 20.1. Immunities: Nothing in this Lease shall be interpreted or construed to waive, in whole or in part, or to otherwise diminish, Lessor's statutory, common law or other immunities in any action in tort, in contract or in any other form. The parties agree that if any duty assumed by Lessor under the terms of this Lease or any action taken by Lessor pursuant to any such term is construed to waive, in whole or in part, any such immunity, then the immunity shall nevertheless be fully restored, and shall bind and protect the parties as a contractual undertaking.

Article XXI

Section 21.1 Authority: This Lease is authorized by Ordinance O- 3-12 adopted by the City Council of the City of Annapolis.

In Witness Whereof, the City of Annapolis, by and through its duly authorized agent, has caused this Lease to be executed on its behalf, and the Lessee, United Sates Sailboat Show, Inc. and United States Powerboat Show, Inc. has duly executed this Lease on the date first written above.

Attest: City of Annapolis

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC, City Clerk

By: \_\_\_\_\_  
Joshua J. Cohen, Mayor (Seal)  
United States Sailboat Show, Inc.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
C.E. Hartman, President (Seal)

United States Powerboat Show, Inc.

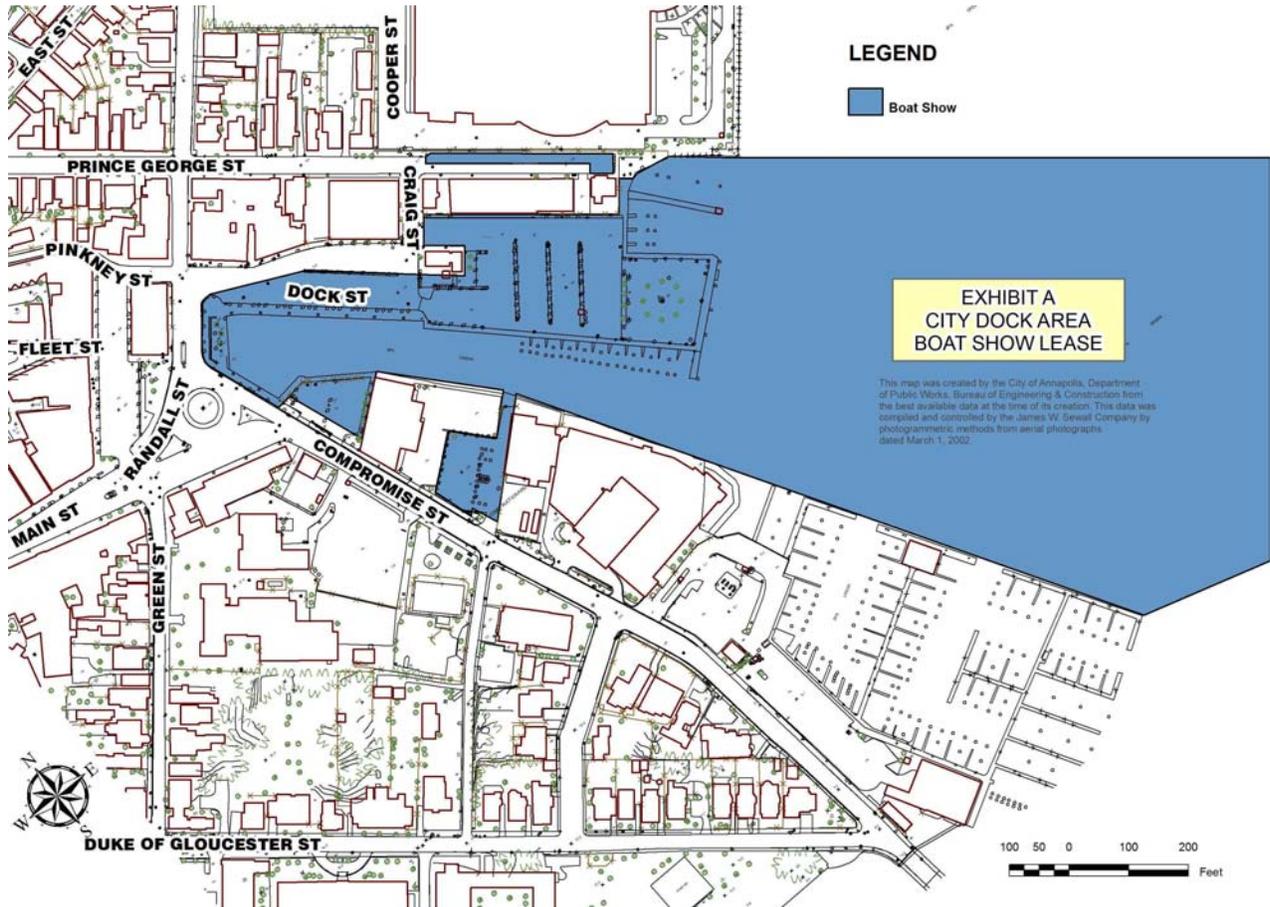
\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
C.E. Hartman, President (Seal)

Approved as to form and legal sufficiency

\_\_\_\_\_  
Karen M. Hardwick, City Attorney

Exhibit A



## City of Annapolis Budget Revision Request

Control number GT-28-12

Department

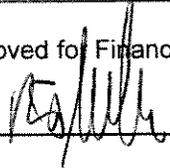
PUBLIC WORKS

Date 1-Dec-2011

Number	Account Title	Amount	
		Debit	Credit
20031-451000-84001	FEDERAL ENERGY GRANT	25,000.00	
20031-530800-84001	DNEP CONTRACT SER		(25,000.00)
67331-451000-84001	FEDERAL ENERGY GRANT		25,000.00
67340-583000-75001	MARKET HOUSE	25,000.00	

Department justification for request:  
 To reallocate U S Justice Energy funds for installation of Geothermal Well at Market House

Approved for Financial & Accounting Sufficiency:



Finance Director



Department Director

Approved by:

Mayor

Finance Committee

City Council

