

REPORT OF THE ANNEXATION
WORKGROUP



Appointed by Mayor Ellen O. Moyer, April 2005



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Ellen Moyer, Mayor
City of Annapolis
160 Duke of Gloucester Street
Annapolis, Maryland 21401

April 12, 2005

Mr. Christopher Jakubiak
147 Quiet Waters Place
Annapolis, MD 21403

Dear Mr. Jakubiak:

In response to issues raised relative to annexation I am asking for a committee of citizens to analyze the current process as determined by State and City land use law.

I hope you will join in this effort.

Issues as adequate facilities and smart growth in relationship to our urban environment, in addition to existing land use law, are important to this issue. I am enclosing a Resolution introduced to the Council, with staff paper and my press release for your information. I have asked that building permits in annexed areas be held up for four (4) months or September 4th when a report on your findings and recommendations will be received. City staff will be available to help you in your research and deliberations. City Administrator Bob Agee and Planning and Zoning Director Jon Arason will be principal staff support.

Please call me at 410.263.7997 to let me know of your availability to serve. A meeting will be set up after I hear from you.

Thanks for your support.

Sincerely,

Ellen Moyer
Mayor

EM:sc

MISSION STATEMENT OF THE ANNEXATION

WORKGROUP

The mission of the Annexation Workgroup is to develop policies and guidelines to govern the development of annexed land. The Workgroup will focus on three areas:

- Land Use / Environmental Protection / Site Design,**
- Traffic Impacts and Transportation Patterns,**
- Infrastructure / Provision of Service.**

The Annexation Workgroup will present its findings to the Planning Commission and City Council.

Workgroup Members

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REPORT OF THE ANNEXATION WORKGROUP

Executive Summary

The nature of and distinctions between development and annexation are often misunderstood. Development -- the transformation of land from one use to another -- can occur whether or not there is annexation. Annexation -- the transfer or control of a land area from one jurisdiction to another -- is independent of, though often correlated with, development. Annexation does not necessarily mean a higher level of development. Stopping annexation does not necessarily stop development. Both development and annexation must be addressed in their own right according to an appropriate set of governing principles.

Development and annexation must be planned proactively, comprehensively, and with a long-range approach. It is not enough to sit back and wait as developers advance their proposals, parcel by parcel. We accept as given, that there will be pressure to continue land development on the Annapolis Neck, which we define as the land mass bounded by the Severn River on the north, the South River on the south, and MD Route 2 on the west. It is incumbent upon the City of Annapolis, in cooperation with Anne Arundel County, to plan for growth and change on the Annapolis Neck in order to advance shared interests in development and conservation.

Development planning and annexation procedures are in place and have worked, in large measure. But there is room for improvement. More thoughtful and long-range planning is one area of improvement necessary. Another improvement is the implementation of an Annexation Agreement process, something used elsewhere to great advantage and for which the basic building blocks are already in place in current City regulations and practices.

The Workgroup recognizes issues that concern many, such as traffic congestion, environmental impacts, school capacity, and utilities. These and other issues have been relevant to our analysis. It is not clear, however, that stopping annexation will address these issues. In fact, annexation gives the City of Annapolis (and the public in general) the ability to address the impacts of development, growth, and change, and to create livable communities.

On the basis of its analysis and deliberations, the Workgroup makes three major recommendations:

- 1.** As the City updates its Comprehensive Plan, it should improve the manner in which the plan guides annexation by (1) preparing a detailed Land Use Vision Plan for the Annapolis Neck, (2) preparing sound projections of future growth and development, and (3) developing coherent policy on annexations. The City must work to determine a logical planning boundary, taking into account efficient provision of public services and facilities.

- 2.** The City should negotiate Annexation Agreements for each annexation. Annexation agreements should be consistent with the Land Use Vision Plan and should be used as a tool to implement the Plan. At the time of annexation, the City has the greatest leverage to advance the public's interest in quality community development.

- 3.** The City of Annapolis and Anne Arundel County must coordinate and plan for land use of mutual interest and concern. This cooperation must include development of a negotiated urban growth boundary.

We salute Mayor Ellen Moyer, members of the City Council, and interested citizens for their patience as we conducted our deliberations. We believe that, if implemented, the recommendations in this brief report will improve the annexation process and ultimately the quality of development.

I. INTRODUCTION

In April of 2005, Mayor Ellen Moyer appointed a Workgroup whose mission was to develop policies and guidelines to govern the development of annexed land, with a focus on: land use, environmental protection, site design, traffic and transportation patterns, infrastructure, and provision of services. Throughout this report, we refer to the Annapolis Neck, by which term we mean the land mass bounded by the Severn River on the north, the South River on the south, and MD Route 2 on the west.

The Workgroup met during the summer and autumn of 2005. We requested and received presentations, materials, and research from the City Department of Planning and Zoning and from individuals with local experience in the fields of urban planning, zoning, and transportation. We researched local annexation history, the code requirements governing annexation, development patterns on recently annexation parcels, the City development review process, traffic issues, and the fiscal and infrastructure development issues related to annexation. Our meetings were open to the public and we accepted comments from area residents with interest in the topics we discussed.

Annexation and development are closely linked, but are not one and the same. Public infrastructure and zoning are at the heart of most annexation and development petitions, but traffic and environmental issues are important, as well. On lands outside the City, Anne Arundel County controls decisions about whether to extend water and sewer service, determines the zoning and development patterns, and controls road improvements. On lands newly annexed to the City, the City makes the decision about water and sewer service and zoning. However, the zoning must remain comparable with the County's planned land use designation for five years after annexation¹.

The Workgroup is keenly aware of concerns about development pressure in the Annapolis Neck, and the strong community feeling that the negative impacts of this pressure, such as traffic congestion, must be mitigated. The Workgroup is also aware that a position has been strongly expressed that annexation, itself, contributes to this development pressure and the negative impacts by increasing residential densities. The Workgroup's research, however, does not support that position: 72 percent

¹ As provided for under Maryland law and unless the County waives this provision.

of the residential growth on the Annapolis Neck since 1980, in fact, has occurred outside the boundaries of any annexation.

Furthermore, the Workgroup’s consensus is that annexation, properly implemented, as recommended in this report, offers the City and its residents the best hope and opportunity to actually correct and mitigate the problems in the Annapolis Neck. Properly implemented, annexation and carefully planned and controlled development, can provide relief to the Forest Drive traffic congestion, provide greater public access to the Chesapeake Bay waterfront, create an integrated system of bike-paths and public open-space, enhance community services, public transit, employment opportunities—and much more.

II. BACKGROUND

In this section, we address current annexation procedures and code requirements. Because this section is quite technical and lengthy, we have included a detailed discussion in the Appendix.

2.1 Policy Considerations and Code Requirements

Chapter 2.52 of the Annapolis City Code covers Annexation Policy and Procedure and specifies regulations governing policy, applicable state law, filing requirements and preliminary review of a petition, public hearing, factors for consideration, required findings, conditions and guarantees and the minimum vote.

In acting upon an annexation petition, the City Council is required to determine generally whether the property to be annexed is of the character that would be in the public interest. Some of the factors considered are: demographics of the area to be annexed, assessed valuation of the area, need and potential for geographic expansion of the City, present and anticipated need for governmental services, and relative capabilities of the City and of the County to provide municipal services.

Section 2.52.070 further specifies that the City Council must make certain findings before approving an annexation:

- 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 to be annexed or the surrounding areas of the City and of the County.
- 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.
- The annexation is in conformance with the plans of the general development of the City and of the County.
- Acceptable and reasonable steps are being or will be taken to provide adequate municipal services.
- The annexation will not precipitate environmental degradation.
- The annexation will generate revenue at least equal to the anticipated cost of providing municipal services.

2.2 Existing Annexation Process

This subsection presents a very brief outline of the annexation process used by the City (A detailed outline of the full process is presented in Appendix A). The current annexation process begins with a pre-application meeting with the applicant. After the meeting, the applicant submits the metes and bounds of the property to the Department of Public Works. When the metes and bounds (property boundary description) are verified, the applicant submits the annexation petition to the City Clerk.

The Department of Planning and Zoning reviews the annexation petition in accordance with its process. The Department's findings include, a site description and background assessment, an analysis of the fiscal impact, and assessment of public services requirements in the annexation area, and many other items described in Appendix A. The Planning Commission holds a public hearing on the annexation, and prepares and adopts findings to be presented to the City Council.

The fiscal impact statement is an important part of the annexation process. It address the following issues: description and cost of services presently provided, such as police, fire, ambulance, water, sewerage collection, refuse collection, road maintenance, street lighting, street and curbing construction, stormwater drainage, animal control, housing inspection, public health, recreation, library, etc.; description of municipal services that should be upgraded, initiated or extended, together with a recommendation regarding the priority for accomplishing the improvements, and a

recommendation as to the source of funding for any capital improvements, estimation of the cost of having to provide each service, and estimation of the potential revenue to be realized by the City. The City's Finance Department analyzes taxes, rental licenses, business licenses, permits, police services, fire services, roadways, recreation, water and sewer service, capital facility, and refuse.²

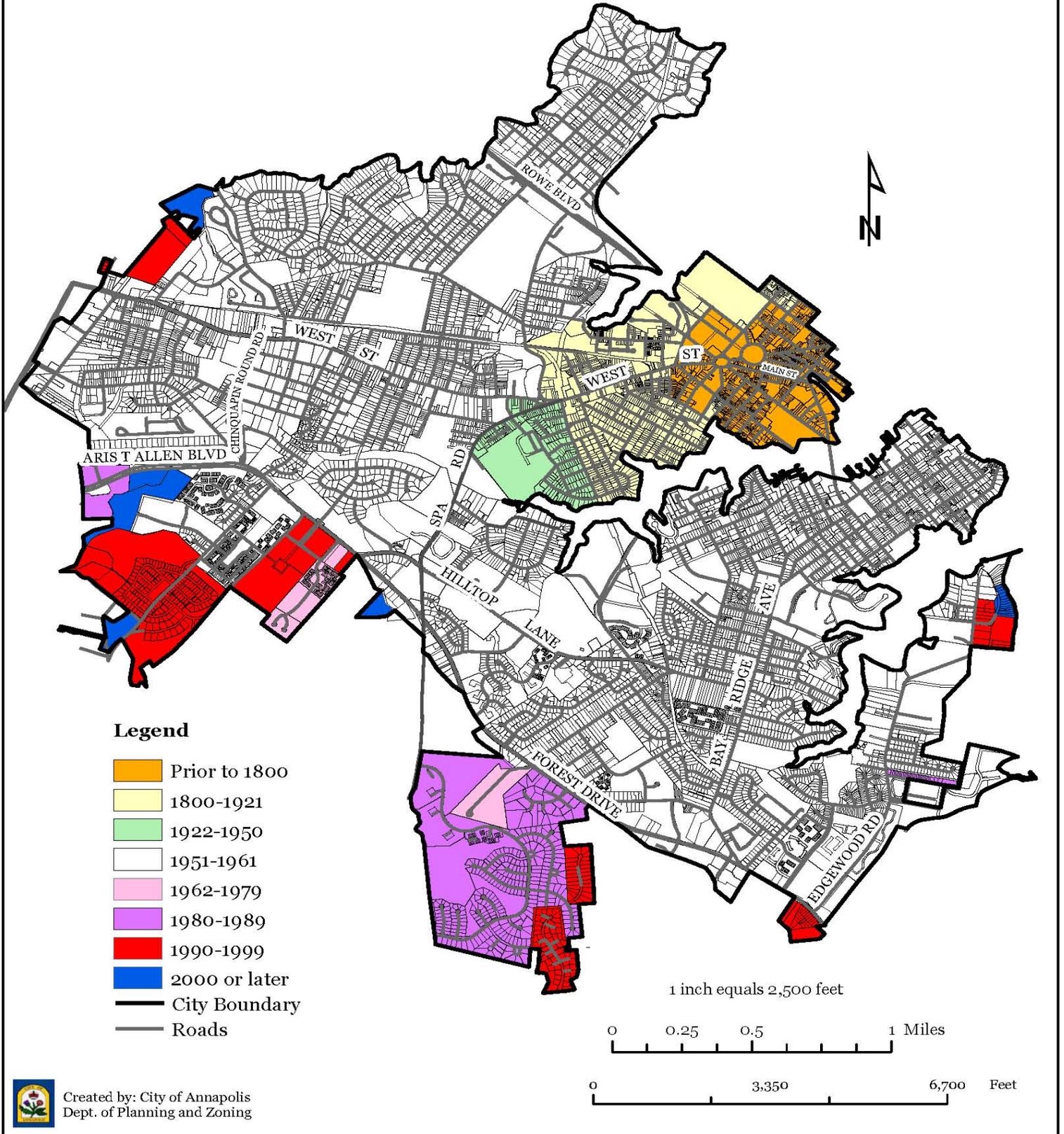
2.3 Annexation Experience To Date

The City of Annapolis does not solicit annexations, but responds to annexation petitions that are submitted to it. **Exhibit 1** illustrates the physical growth of Annapolis as it expanded outward from its original core over the past 200 years. The map shows that Annapolis achieved its generally recognized corporate area in the 1951 annexation. That annexation substantially increased the size of the City. Later, in the 1970's, Annapolis annexed two areas along Forest Drive: the Robinwood and the Newtowne 20/Woodside Gardens communities.

² It should be noted that the fiscal impact analysis is performed at the time of annexation and before a site development plan is submitted, so it is based on assumptions of maximum allowable development rather than the actual data (see Exhibit 2). These assumptions overstate both revenue and costs, but most likely give an accurate sense of net revenue.

EXHIBIT 1

Growth of Annapolis, MD



The major annexations in the 1980's were Hunt Meadow and the Cook Property (now Annapolis Overlook), followed by the Goldberg Property, and the Brown property, which remains undeveloped today.

In the 1990's, Annapolis annexed six parcels: the Baywoods parcel on Edgewood Road (developed as a continuing care retirement community), the Bay Village parcel at Edgewood Road and Bay Ridge Avenue (remains undeveloped), the Fox Hollow Road annexation (added to Hunt Meadow), the Harness Creek View project, the Chrisland property (now developing as the Kingsport subdivision), and the Skipper property (now the Village Greens mixed-use center). It also annexed four lots on Hudson Street (still undeveloped) and the Capital Newspaper property off Gibraltar Avenue/Capital Drive.

Since 2000, the City has added the Annapolis Business Plaza off Hudson Street, two parcels between Oxford Landing and Aris T. Allen Boulevard (that remain undeveloped), a parcel behind Kingsport (now platted into six lots), and 11 existing residential properties off Bay Front Drive that were experiencing well and/or septic system failures.

Exhibit 2 details these annexations, including the decade annexed, zoning, permissible density, and actual platted/developed density. Development on parcels annexed between 1980 and 2000 added about 1,100 households and about 2,310 residents (average 2.1 persons/household).

EXHIBIT 2

Number of Dwelling Units in Conjunction with Annexations

	Resolution	Date Adopted	Date Annexed	Requested Zoning	ACRES	Potential Units	Actual Units
ANNEXED BEFORE 1991					240.01	789	610
Hudson Street	R-60-89	4/9/1990	5/24/1990	BCE	0.25		0
Daniels/Whitley	R-33-88	3/13/1989	4/27/1989		3.72		0
Goldberg Property	R-12-88	8/8/1988	9/22/1988	R3	3.70	16	16
Brown Property	R-37-87	1/11/1988	3/1/1988	R-1B	19.39	48	0
Cook Property (Annapolis Overlook)	R-35-87	9/14/1987	10/29/1988	R3	23.95	347	328
Wimbleton (Hunt Meadow)	R-35-80	8/11/1980	9/30/1980	R-1A	189.00	378	266
ANNEXED 1991-2001					230.17	1173	460
Fischer Property - Forest Drive	R-35-97	5/11/1998	6/11/1998	R2	2.00	16	0
Skipper Property - Village Greens	R-27-96	11/4/1996	12/19/1996	R3	39.92	479	212
Chrisland - Kingsport	R-21-96	11/4/1996	12/19/1996	R-1B	103.47	362	172
Bay Village	R-7-96	6/10/1996	7/25/1996	R1, B2, PM	11.29	89	0
Bay Woods	R-28-95	12/11/1995	1/25/1996	R2	12.85	102	*
Harness Creek Overlook	R-56-94	2/12/1996	4/23/1997	R-1B	27.65	96	49
The Capital	R-58-93	4/11/1994	5/26/1994	BCE & L1	18.38		0
Hunt Meadow II	R-48-90	2/11/1991	3/29/1991	R-1A	14.62	29	27
ANNEXED AFTER 2002					51.79	163	11
Bowen Property	R-23-04	4/11/2005	5/16/2005	R-1A	19.24	38	0
AIC Forest	R-19-04	3/14/2005	4/28/2005	R3	5.19	62	0
Sigma - Bywater Road	R-5-03	9/8/2003	10/23/2003	R-1B	8.86	17	0
Annapolis Business Plaza	R-10-02	10/14/2002	11/28/2002	BCE	10.38	n/a	0
Arundel Land & Development	R-13-02	3/10/2003	4/24/2003	R-1B	4.11	14	0
Bay Front Drive	R-9-02	1/13/2003	2/27/2003	R2	4.00	32	11**

*Age restricted - 140 independent units, 30 assisted living + acute care/nursing

**Existing at time of annexation

As shown in **Exhibit 3**, according to the U.S. Census and the Annapolis Neck Small Area Plan, the Annapolis Neck (excluding the U.S. Naval Academy) added 14,631 people between 1980 and 2000.³ The City accounted for 28 percent of this increase, including through annexation. Development within the County accounted for the other 72 percent of the increase, or about 10,533 new residents.

Exhibit 3

Population Change: Annapolis Neck: 1980, 1990, 2000
(Excluding the Naval Accademy)

Area	1980	1990	2000
City of Annapolis	31,740	33,187	35,838
Annapolis Neck Small Planning Area	12,076	17,735	22,609
Total	43,816	50,922	58,447

	City of Annapolis	Annapolis Neck SPA	Total
Percent Change 1980 - 2000	12.9	87.2	27.5
Share of Total Growth 1980 - 2000	28.0	72.0	-
Percent Change 1990 - 2000	8.0	27.5	11.3
Share of Total Growth 1990 - 2000	35.2	64.8	-

Source: U.S. Census and Annapolis Small Area Plan, Anne Arundel County.

At the writing of this Report, the City has three actively pending annexations, the Katherine Properties (180 acres) at Spa Road and Forest Drive, the Annapolis Neck Road Property (65 acres) between Beechwood Hills and Quiet Waters Park, and the Rodgers Property (10 acres) off of Edgewood Road. The City turned down the Chesapeake Harbor annexation petition. The Edgewood Road annexations have served to ‘fill in’ the City boundary between Edgewood Road and the Chesapeake Bay/Annapolis Roads subdivision.

The Workgroup reviewed recent annexations along Forest Drive in the context of the historic City growth patterns. Before 1980, south of Forest Drive east of Chinquapin Round Road there were essentially three isolated appendages to the City: the Bywater Road/Greenbriar Road area, the Newtowne Road area, and the Tyler Avenue extended area. These isolated residential enclaves were

³ Census data at this level of detail are available only at ten-year intervals. The Bureau does have an estimate of 36,217 for the city as of 1 July 2004, yielding a cumulative growth rate of 14.1 percent for the period 1980 through 2004.

separated from the rest of Annapolis by Forest Drive, having no nearby commercial services. This made for a very circuitous and inefficient routing of City services, among other things.

The Hunt Meadow and Cook annexations added additional City residents south of Forest Drive in the vicinity of Robinwood, but there still remained a lack of connectivity between these developments. The Skipper (Village Greens) annexation closed the gap between Greenbriar Lane and the Newtowne Road area, creating connectivity, as well as serving commercial uses on the south side of Forest Drive.

The Chrisland annexation (Kingsport) added housing, demand for additional resident services, fifty acres of conservation, future city parkland, and the right-of-way for a potential parallel, interconnecting road south of Forest Drive. These annexations extended the City and provided commercial uses to what had once been isolated appendages, and afforded the City more efficiency in the provision of services.

Beginning with the Wimbledon annexation (Hunt Meadow) in the late 1970's, annexations have become contentious. Since the adoption of Anne Arundel County Adequate Public Facilities Ordinance (APFO), the County has objected to annexations on the grounds of inadequate schools and roads. The large annexations of the 1990's have, however, met the County's adequacy tests. These annexations required and obtained approval by Anne Arundel County to access and improve Forest Drive. The City and County have entered into an agreement to improve Forest Drive beyond the developers' requirements to accommodate additional City and County development.

III. RECOMMENDATIONS

3.1 Overview

The Workgroup found that annexations have generally benefited the public in three main ways:

- Annexation has meant that the City's development requirements and procedures govern land use development. The Workgroup has found that review by the City Department of Planning and Zoning has generally assured quality community design. The City's recent development plan review of the parcels annexed in the 1990's has been instrumental in logically connecting parcels together, which has helped minimize turning movements and congestion on Forest Drive, for example. The City has required developers to dedicate land for future road rights-of-way and provide commercial services demanded by the local population. Most annexation parcels are developed with fewer dwelling units than could have occurred under City or County zoning. To clarify, the development potential, or number of dwellings constructed, can depend on the unique characteristics of a property, such as environmental constraints. Zoning, however, establishes an expectation on the maximum number of dwelling units that can theoretically be developed on a property, notwithstanding the site characteristics (see Exhibit 2).
- Annexations expand the City tax base, allowing for cost effective provision of services to the broader community. Annexations have a positive fiscal impact to the City as measured by the required fiscal impact study.
- Annexation has added to the number of new residents in the City, provided housing options, and allowed for the development of commercial and service uses that are consistent with both County and City plans.

While annexation may have positive aspects, it still requires close monitoring and proactive, comprehensive, and long-range planning. There will inevitably be pressure to develop on the Annapolis Neck and the City must plan for the development it wants, rather than wait for development by increment driven by developers.

Such City planning will help to assure that the needs and desires of local residents will be met and will provide a useful guide to developers about the vision and values of the public. Whether development is within current City boundaries, in newly annexed areas or outside the City boundaries, development will impact residents and resources. Planning and implementation, in conjunction with the County, for future utilities, policing, fire and rescue, trash removal, roads, parks and paths, water access, woodland and rural areas, etc. is essential. Annexation clearly gives the City more control over development and annexation brings other benefits to the City. But development happens without City involvement, as well. The last 25 years have shown that development in the nearby surrounding areas, outside of the City, has impacts. There are ample opportunities and vital reasons to identify and advance the interests the City and County share.

As mentioned elsewhere in this report, the Workgroup finds that the City does have an annexation process and it has served the community reasonably well. Our analysis of the codes, procedures, recent annexations, and input offered by concerned citizens and local experts lead us to three major recommendations.

3.2 Strengthen the Comprehensive Plan

As the City updates its Comprehensive Plan, it should improve the manner in which the plan guides annexation by (1) preparing a detailed land use vision plan for the Annapolis Neck, (2) preparing sound projections of future growth and development, and (3) developing coherent policy language on annexations.

The residents of the Annapolis Neck deserve a coherent vision of future growth and development and the confidence that it will be implemented⁴. The City's Comprehensive Plan (1998) lacks specific recommendations that can be utilized in the review of annexation petitions. The County's Annapolis

⁴ Provisions of Maryland's Economic Growth, Resource Protection, and Planning Act of 1992 require that the City develop and update a Comprehensive Plan. The law was passed to encourage economic growth, to limit sprawl, and to protect natural resources. Local jurisdictions are to work with the State and each other and to address seven visions:

(1) Development will be concentrated in suitable areas; (2) Sensitive areas are protected; (3) In rural areas, growth is directed to existing population centers and resource areas are protected; (4) Stewardship of the Chesapeake Bay and the land is a universal ethic; (5) Conservation of resources, including a reduction in resource consumption, is practiced; (6) To assure achievement of 1 thru 5 above, economic growth is encouraged and regulatory mechanisms are streamlined; and (7) Funding mechanisms are addressed to achieve these visions. The Workgroup finds that these seven visions are applicable to the issue of annexation.

Neck Small Area Plan⁵ (2003) is equally deficient with regard to annexation. A detailed land use plan is necessary⁶.

The City's current Comprehensive Plan addresses annexation to some extent. It also has a section addressing land use, and it calls for Capital City Regional Planning Council as a vehicle for interjurisdictional cooperation. In the Workgroup's view, the Comprehensive Plan must be more rigorous and detailed in these areas so that it may become a useful guide to growth in general and annexation specifically. The land use plan described below needs to be added to the Comprehensive Plan process⁷. The land use plan should consist of a detailed set of maps, which identify the optimum land use and zoning by parcel basis, and the desired pattern of community facilities and services within a designated planning area. This degree of detail is required in order to use the annexation process to bring about quality community development.

A land use plan would identify the proposed uses of land, (whether within the City today or not) the preferred alignments of roads, the anticipated impacts on public services and infrastructure, the approximate location for community amenities, and the areas to be set aside for open space and conservation. The plan would also address active and passive recreational opportunities, including future public water access and walking / biking trails. Development of annexed parcels would be guided by the plan, or not annexed at all. Consistency with, and implementation of, the land use plan would be a condition of annexation.

A land use plan would strengthen the City's position to require dedication and reservation of land for public purposes. While the City has been successful in obtaining proffers of land for the parallel relief road, as an example, a land use plan would provide more predictably. A land use plan will allow the City to identify future infrastructure responsibilities and the phasing of investments. With a basic understanding of the costs of serving new growth that comes about through detailed planning, a land

⁵ The Annapolis Neck Small Area Plan recommends generally rural land use to the south of Forest Drive. The Workgroup recognizes that there is significant development pressure on this area of the County. Factors that contribute to development pressure include proximity to available public water and sewer services, proximity to major transportation facilities (US 50, Route 2, Route 97), water access, and historic Annapolis.

⁶ By way of background, in April 2005, the Maryland Department of Planning (MDP) convened an annexation workgroup at the request of the Maryland Association of Counties and the Maryland Municipal League to discuss interjurisdictional growth issues, particularly as they relate to annexation. The City of Annapolis is a member of that workgroup.

⁷ We are not suggesting how or in what manner the land use vision plan is integrated into the Comprehensive Plan, only that it be.

use plan would position the City to negotiate commitments from developers requiring their participation in area wide improvements, not just in resolving their individual and immediate impact on public facilities.

A word on Forest Drive: Currently Forest Drive has a high number of signalized and un-signalized intersections and points of access. It does not operate as an arterial highway and instead is similar in function to that urged by community residents during the City's 1989 Forest Drive Sector Study: a "city street" in character and function⁸. The land use plan should clearly confirm and re-articulate the role and function for Forest Drive to help establish reasonable expectations about viable levels of service, congestion, and delay.

The construction and development of the proposed parallel road should likewise be guided by design standard that is agreed upon. Certainly, the plan should identify the Forest Drive parallel road as a future corridor and designate future development nodes along that road, if appropriate. Identifying these features will help consolidate density while protecting sensitive environmental features, the capacity of Forest Drive and planned rural areas. Consolidation of density will help to ensure that the City protects environmental resources, including woodland and the Chesapeake Bay watershed. It also helps promote transit use.

The Workgroup recognizes that the City must measure the cumulative impacts of previous annexations and ongoing development in the County and plan for the impacts of future annexations. To stop annexation will not stop growth; the question of development of the Annapolis Neck is not if, but rather when development will occur, and whether that development will be approved or denied pursuant to an adopted land use plan. The City should continue annexations in concert with serious and thoughtful land use planning.

The land use plan will naturally identify a land use-planning boundary. It will allow the City to develop growth projections and perform capacity analysis. The boundary would encompass a reasonably foreseeable municipal extension and obviously could extend beyond current expectations of growth. Along the southwest, the planning boundary could extend to MD Route 2, for example. The delineation of a planning boundary provides a basis for City-County cooperation and the

⁸ Page 23 of the 1989 Forest Drive Sector Study: The surrounding residential communities have urged that a distinction be made between Patuxent Blvd. and Forest Drive; Patuxent Blvd. being a limited access highway and Forest Drive being a "city street" in character and function. This is an important distinction in terms of access, speed and adjacent land uses.

foundation for a more formalized and negotiated urban growth boundary. The Workgroup is not proposing a specific urban growth boundary, but rather a concept of such a boundary for planning purposes.

Many states require municipalities to have future annexation areas in their comprehensive plans and establish procedures for local governments to coordinate on annexations. Key elements tend to include the agreement between municipality and county on urban growth boundaries, which include mapping and land use planning to recognize a 20-year demand. The recent statewide annexation workgroup, convened by the Maryland Department of Planning, acknowledges that joint planning efforts between municipalities and counties are important to a successful annexation philosophy.

In sum, the Workgroup recommends that the section of the Comprehensive Plan addressing annexation be more thorough. Through the preparation of a land use plan, the Comprehensive Plan should identify where annexation would logically occur and how those areas should be developed to meet overall land use policy. This planning activity presents an ideal time to coordinate with Anne Arundel County to identify and advance shared interests in thoughtful development of the Annapolis Neck, including the location of an urban growth boundary. Once the land use plan is adopted, decisions about the desirability of additional annexations should be made in the context of that plan.

3.3 Require Annexation Agreements

The City should negotiate Annexation Agreements for each annexation. Annexation agreements should be consistent with the Land Use Vision Plan and should be used as a tool to implement the land use plan. At the time of annexation, the City has the greatest leverage to advance the public's interest in quality community development.

An annexation agreement is a formal, legally binding contract between a property owner and the local government. It is negotiated as part of the process of annexing property into a municipality⁹.

⁹ While there can be overlap between annexation agreements and public works agreements, annexation agreements do not replace public works agreements, which are crafted upon final project approval. Public works agreements typically include payment all costs associated with the construction, reconstruction or widening to roadways needed by the project, curb and gutters, storm drain systems and stormwater management facilities, sidewalk construction, traffic signals and signs, street lighting for the property; the provision of a water supply sufficient for fire fighting; the construction of infrastructure associated with development of the property; and may require the set-aside of land for public improvements, such as, roads, a water tower, fire substation or public works garage.

Annexation Agreements have been used successfully by several other municipalities in the country and are legal option for the City (see Appendix B for a detailed outline of the City's current annexation process and Appendix C for a sample annexation agreement).

In negotiating an annexation agreement, a city is not bound by the strict legal guidelines governing development exactions. In other words, Annapolis can obtain from a developer-- as a bargained for condition of annexation -- broad concessions that generally are not possible once a development project is brought into the City and submitted for formal approval. Prior to annexation, the City does not need to prove that its requirements for off-site improvements, for example, are strictly tied to the impact the development will cause. For these reasons, the annexation agreement is the best tool for implementing the land use plan. Of course, the City needs to be a good negotiator.

Annexation agreements can include a number of components. The Workgroup's focus is on those components key to implementing good land use planning. The terms and conditions of any Annexation Agreement shall provide for the following (some of which are described in detail), none of which are mutually exclusive:

- Public physical and visual access to waterways (applicable to properties bounding bodies of water): When practicable, an easement or fee-simple dedication should be granted along the entire length of shoreline; physical access and visual easements from public rights-of-way shall also be provided. Easements should also be included in any community association and/or condominium bylaws. Paths and walkways along shorelines should be encouraged whenever possible.

Development should facilitate future interconnected easements along the shoreline of multiple, adjacent properties. If a use easement along the entire length of shoreline is not practicable, access areas should be provided maximizing access to the public (i.e., scenic overlook). Private property owners shall still be allowed to develop their property along the harbor line consistent with City Code (i.e., the building of bulkheads, community and private piers, etc. shall not be deemed to interfere with the public right of access). Public access can be restricted to certain times, as negotiated.

- Environmental Considerations: Especially for properties covered by the Chesapeake Bay Critical Area, annexation agreements should stipulate the means for protection of buffers,

sensitive open spaces, wetlands, floodplains, etc. Annexation agreements should be used to ensure that environmental features and open spaces that cross properties remain intact and protected from development. These may include intact forests, wetlands, wildlife corridors, etc. The land use plan should also show how non-structural stormwater management could be obtained and the annexation agreements should require developers to design for non-structural systems, such as bioretentive facilities.

- Fiscal Impacts: The Workgroup believes that the City’s fiscal impact approach used to evaluate annexations, while successful in the past, should be improved to measure prospective impacts and affects on “tipping points” with regard to public services such as police, fire, and sanitation utilities, i.e., water treatment facilities. Annexation agreements should obtain funding toward reserve accounts for future infrastructure upgrades and/or improvements to meet current needs. Contributions to these funds should generally be based upon the number of allowable dwelling units and their allocation of available capacity and the direct impact to the “tipping points” of various services.

- Traffic Improvements and Safety: Annexation agreements should require developers to contribute to the transportation and traffic improvements set forth in the adopted land use plan. The Workgroup recommends that new development projects that come about because of annexation should contribute to improving area-wide traffic conditions, or the property should not be annexed. For example, whether or not the proposed relief road is expected to cut across a proposed annexation property, under an annexation agreement, a developer should be required to make an equitable contribution to the cost of constructing the road.

- Other components to be included in annexation agreements should include:
 - Water supply and sewage disposal
 - Management of stormwater, erosion and sedimentation
 - Protection of the environment, wildlife habitat and unique natural areas
 - Protection of groundwater
 - Protection of historic and archaeological resources
 - Minimizing adverse impacts on adjacent properties
 - Fitting harmoniously into the fabric of the community

The process of negotiating annexation agreements designed to implement an adopted land use plan provides another forum for jurisdictional cooperation. On certain annexations, Anne Arundel County may wish to be a party to the annexation agreement. Indeed, most major annexations provide the opportunity for shared interests to be advanced.

A development concept plan should accompany all annexation agreements. The concept plan should identify, among other things: the planned land uses, the conceptual arrangement of streets, the conservation of open spaces, and the location of major infrastructure and community amenities. The plan should also show the intended zoning district(s) for the property and how the property relates to adjoining parcels and the overall land use plan. The concept plan should be drawn to scale and should be provided to both the Planning Commission and the Mayor and City Council for review when considering an annexation petition.

3.4 City and County Cooperation on Planning

The City of Annapolis and Anne Arundel County should better coordinate and plan for land use of mutual interest and concern. This cooperation must include development of a negotiated urban growth boundary.

Throughout this report, the Workgroup has cited the need for the City of Annapolis and Anne Arundel County to better coordinate in order to achieve development that best suits the needs of the community. It is not our charge to develop a better framework for the resolution of conflicting interests. However, areas for increased cooperation abound and we believe the two preceding recommendations provide opportunities: preparation of a land use plan, negotiation of an urban growth boundary, and multi-party negotiations of annexation agreements.

The important issue is that we, the residents, have predictable and smart planning that best serves our vision for the future. Inevitably, visions do conflict with each other and not all objectives are satisfied; planning will need to be an exercise in compromise, but it can and should be an exercise in cooperation to the net benefit of all.

IV. CONCLUSION

The Workgroup has taken its charge seriously and has expended a considerable amount of effort to prepare this report. We hope that this report does not find a resting place on some dark and dusty shelf. That would imply that readers disagree with our major recommendations for a comprehensive and proactive approach to annexations, the use of annexation agreements to implement an adopted land use plan, and a cooperative relationship where City and County interests overlap. The Workgroup is available to help advance these recommendations should you wish our continued and focused efforts.

Appendix A Current Annexation Process

Policy Considerations and Code Requirements

Chapter 2.52 of the Annapolis City Code deals with Annexation Policy and Procedure and specifies regulations governing policy, state law applicable, filing contents and preliminary review of a petition, public hearing, factors for consideration, required findings, conditions and guarantees and the minimum vote.

Under *section 2.52.060*, Factors for consideration are established, as follows:

In acting upon the petition, the City Council shall determine generally whether the property to be annexed is of the character that the annexation would be in the public interest and for the public welfare, and in the best interest of the City and of the County. Some of the factors that shall be considered are:

- The immediate and prospective populations and any other relevant demographics of the area to be annexed;
- The assessed valuation of the area;
- The history of and prospects for development;
- The need and potential for geographic expansion of the City;
- The present and anticipated need for governmental services; and
- The relative capabilities of the City and of the County to provide municipal services when the need arises.

Section 2.52.070 further specifies findings that must be made in order for an annexation to be acted upon favorable. These findings are:

- 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 to be annexed or the surrounding areas of the City and of the County.

- 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.
- The annexation is in conformance with the plans of the general development of the City and of the County.
- Acceptable and reasonable steps are being or will be taken to provide adequate municipal services.
- The annexation will not precipitate environmental degradation.
- The annexation will generate revenue at least equal to the anticipated cost of providing municipal services.

Finally, *under section 2.52.080*, the City Code specifies that:

In acting favorably with regard to the petition, the City Council may stipulate those conditions and restrictions as are deemed necessary for the protection of the public interest and to secure compliance with any relevant legal standards or requirements. The City Council may require reasonable guarantees or security with regard to the conditions and restrictions, such as written instruments and monetary security

Process

The annexation process begins with a pre-application meeting which the applicants schedule before submitting a petition package to the City Clerk. The Pre Application Conference Committee (PACC) Meeting is scheduled by contacting the Office of Economic Development. The purpose of this meeting is to help clarify the procedures and expectations of both the applicant and the City for the annexation process. It includes both:

- Applicant - The applicant should bring any party that has questions on how to proceed, i.e., attorney, engineer, etc.
- City staff: City Clerk, Economic Development Director, Finance Director, Fire Chief, Neighborhood & Environmental Programs Director, Planning & Zoning Director, Public Works Director or their representatives.

After the completion of this meeting, the applicant submits to the Department of Public Works, the metes and bounds of the property to be verified prior to the submittal of the annexation petition to the City Clerk's office.

The petition can then be submitted to the City Clerk. The length of time necessary to complete the entire annexation process varies according to the size, location and complexity of the issues at hand (i.e. environmental impact, transportation impact, etc.). Generally, from the date of the filing of the petition, the annexation process requires between six to twelve months to complete including the public hearing process.

The application which can also include a request to establish a zoning classification for the annexed land, then is processed by the City Clerk's Office, as follows:

- The City Clerk certifies the annexation petition.
- Legislative specialist (Office of Law) creates annexation Resolution, Zoning ordinance, City Boundary realignment ordinance and ward realignment ordinance legislation.
- The City Clerk distributes the documents to the Departments of Public Works, Planning and Zoning and Finance.
- The Department of Public Works verifies the metes and bounds description and contiguity of the property.
- Finance Director determines if there is enough information in the fiscal report to create a fiscal impact note.
- Within forty-five (45) days following the filing of the petition, the City Council conducts a preliminary review at a regular or special meeting to ensure all requirements have been met. As part of the preliminary review, the City council has the authority under section 2.52. To require the following:
 - Supplementation of the information required to be submitted in the petition;
 - Studies necessary for the proper consideration of the petition; Additional mailing, posting or advertising notice requirements; and
 - Referral to appropriate City boards and commissions and to related governmental agencies.
- After preliminary review is complete, the City Council will introduce the annexation resolution and zoning designation ordinance and refer to the Planning Commission the Finance Department and the Rules Committee.

The Department of Planning and Zoning has a review process for annexations that includes the following:

- The annexation petition is sent out for agency review comments to applicable agencies for evaluation, including:
- City: Finance, Public Works, Neighborhood and Environmental Programs, Fire, Police Recreation and Parks and Transportation
- County: Health and Planning and Zoning
- State: Maryland Department of Planning and the Critical Areas Commission
- The Department of Planning and Zoning prepares a report on the proposed annexation, recommending approval or denial of the petition, to be presented at Planning Commission and City Council hearings.

- This includes an “Outline of Extension of Services”, as required under state law.
- The staff report is a complex document and includes in addition to a Site Description and Background, an Analysis which includes:
 - An evaluation of the Fiscal Impact;
 - Public Services in the areas of Public Works:
 - Water Distribution and Treatment Facilities, Sewer Facilities, Refuse Collection, Road Maintenance and Street and Curb Construction, Street Lighting, and Stormwater Drainage;
 - Public Safety: Fire, Police and Emergency Service;
 - Education: Public Schools and Libraries;
 - Community Services;
 - Public Health and Recreation;
 - Traffic;
 - Environmental;
 - Compliance with the Comprehensive Plan in the areas of Land Use, Transportation, Recreation;
 - Designation of Zoning Classification; and
 - State Planning.
- Attachments to a typical staff report include:
 - A Vicinity Map,
 - Annexation Petition,
 - Annexation Resolution,
 - Zoning Designation Ordinance and Maps,
 - Excerpts from 2003 Annapolis Neck Small Area Plan & 1997 Anne Arundel County General Development Plan,
 - Excerpt From 2005 Anne Arundel County Public Schools Educational Facilities Master Plan, Interagency Review Comments,
 - Fiscal Impact Notes, and
 - The Outline for the Extension of Services
- The Planning Commission holds a public hearing on the annexation and prepares and adopts findings to be presented to the City Council.

- The reports of the Planning & Zoning staff, the Outline for Extension of Services and the recommendation of the Planning Commission are forwarded to the City Clerk who then:
- Schedules a public hearing before the City Council,
- Sends the Public Hearing Notice and the Outline for Extension of Services to Anne Arundel County Council, Regional Planning Council, State Department of Planning and the County Executive.
- After the public hearing is completed and the City Council has voted on the annexation, Resolution cannot be effective until at least 45 days following enactment. There is then a 45-day referendum time period following enactment.
- The ordinance designating zoning is normally effective on the same effective date as the resolution of annexation.
- Following enactment, the City Clerk must:
 - Register the new boundaries and resolution with Clerk of the Court and the Department of Legislative Reference;
 - Register the resolution with:
 - Supervisors of Elections and the Hall of Records;
 - Anne Arundel County Department Of Assessments & Taxation;
 - Maryland State Library; and
 - Notify all City Departments, as well as, Lexis Nexis (for the City Code Appendix) and Update City Boundary and City Map files.

Petition Requirements

The annexation petition that is submitted to the City Clerk's office for evaluation is required to include a number of items based upon requirements of Chapter 2.52 of the Annapolis City Code. They include:

- Property owner(s), number of acres, designation of Ward to be annexed into,
- Statement addressing State code issues under Annotated Code of Maryland - Article 23A, Section 19 (a & b) which include:
 - The property to be annexed is contiguous with existing incorporated land; and, does not create any islands or enclaves of non-incorporated territory.
 - Consent for the annexation has been obtained by not less than 25 percent of the persons who reside in the area to be annexed and who are registered as voters in county elections; and,
 - From the owners of not less than 25 percent of the assessed valuation of the real property located in the area to be annexed.
 - The resolution shall describe by a survey of courses and distances, and may also describe by landmarks and other well-known terms, the exact area proposed to be included in the change [metes and bounds included in the annexation resolution], and shall contain complete and detailed provisions as to the

conditions and circumstances applicable to the change in boundaries and to the residents and property within the area to be annexed.

- Descriptive data such as acreage, metes and bounds description of the boundary realignment, population, name and address of each property owner, number and kind of existing uses, roadway mileage, assessments, and existing or proposed public facilities or services.
- A plat displaying the present and proposed boundaries, general land use patterns, existing and proposed zoning, present and proposed public facilities and improvements, existing structures, and existing reserved or public areas.
- Certification that each owner of real property, both within the area of the proposed annexation and within 500 feet of the boundaries thereof, has either executed the petition or has been sent by first class mail to the address listed in the assessment records, within 60 days prior to the filing of the petition, a summary of the petition and of the provisions of this article.
- Description and cost of services presently provided, such as police, fire, ambulance, water, sewerage collection, refuse collection, road maintenance, street lighting, street and curbing construction, stormwater drainage, animal control, housing inspection, public health, recreation, library, etc.
- Description of municipal services which should be upgraded, initiated or extended, together with a recommendation regarding the priority for accomplishing the improvements and a recommendation as to the source of funding for any capital improvements.
- Estimation of the cost to the City of having to provide each service.
- Estimation of the potential revenue to be realized by the City.
- Description of the social and economic characteristics of the proposed area and the surrounding area.
- Assessment of any distinguishing environmental characteristics of the proposed area and the surrounding area with an analysis of any effect which annexation might have upon these characteristics.
- Description of any unique characteristics of the proposed area and the surrounding area, with an analysis of how these characteristics would be affected by annexation or how any special problems may be handled.
- A description of uses for the land specified in the current and duly adopted Anne Arundel County master plan or if there is no adopted or approved master plan, then the adopted or approved general plan of the county.
- The requested City of Annapolis zoning district classification.
- A property tax map and a topographic map at a scale of 1" = 200'.

Fiscal Impact Statement

The Fiscal Impact Statement, which is included with the petition, is the basis for the Finance Director's fiscal analysis of the property and a basis for the Outline for Extension of Services required by State law. It must address the following issues identified in the petition contents above.

- Description and cost of services presently provided, such as police, fire, ambulance, water, sewerage collection, refuse collection, road maintenance, street lighting, street and curbing construction, stormwater drainage, animal control, housing inspection, public health, recreation, library, etc.
- Description of municipal services which should be upgraded, initiated or extended, together with a recommendation regarding the priority for accomplishing the improvements and a recommendation as to the source of funding for any capital improvements.
- Estimation of the cost to the City of having to provide each service.
- Estimation of the potential revenue to be realized by the City.

The Finance Department provides a questionnaire for applicants to use as a guide in preparing the fiscal impact statement with the following key questions:

- Taxes: What is the current assessed value of the property? Is the value expected to change after annexation due to development? If so, what is currently planned or what is the potential build out assessment? What is the estimated phase in of new assessments by fiscal year for the build out? If commercial, what is the value of personal property currently? If to be developed, what is the projected value of personal property?
- Rental Licenses: Is any of the property currently or proposed to be rental? If so, what is the projected revenue from rental licenses?
- Business Licenses: Is there a current or proposed need for an alcoholic beverage license? If so, what is the projected revenue from the license? Is there a current or proposed need for a traders license? If so, what is the projected revenue from the license?
- Permits: If to be developed, what is the projected value of permits to be issued?
- Police Services: What is the estimated cost of providing police services both currently and under any proposed development?
- Fire Services: What is the estimated cost of providing fire services both currently and under any proposed development? Is the property currently covered under the Annapolis Neck agreement with Anne Arundel County? If so, will the annexation cause a change in the funding from Anne Arundel County?
- Roadways: -Will streets be City owned? What is the current condition assessment of the streets? Do the streets currently meet City standards? If not, what is the cost to bring streets to City standards and in which fiscal year would that occur? Who will assume that cost? How many streetlights are to become the responsibility of the City? What is the estimated annual cost including maintenance of these lights? Are there any storm water management concerns? If so, what is the cost estimate to remedy? Who will assume that cost?
- Recreation: Is there open space to be conveyed to the City? If so, what is the anticipated maintenance cost?

- Water and Sewer Service: Does the property currently receive City service? What are the estimated capacity requirements? What is the estimated change in service revenue? What is the estimate of connection fees?
- Capital Facility: What is the estimate of the capital facility charges? What is the estimate of capital facility annual assessments? What is the estimate of water annexation impact fees? Will this annexation require additional meter reading staff? What is the cost estimate of installing new infrastructure? Will the City own the infrastructure?
- Refuse: Will the City provide residential refuse service? If so, what is the estimate of residential refuse fees? What is the estimated expense of providing residential refuse service? Will annexation require additional refuse staffing? What is the estimate of providing yard waste recycling? What is the estimate of providing curbside recycling? Will curbside recycling contract cost increase due to this annexation? If so, how much?

Appendix B Annexation Agreements

An annexation agreement is a formal, legally binding contract between a property owner and the local government that regulates the land use and the pace and conditions of development for a specific property. It is negotiated as part of the process of annexing property into a local jurisdiction.

Under Chapter 2.52 of the City Code, the City has some basis for requiring annexation agreements, as follows:

2.52.080 Conditions--Guarantees--Minimum vote.

In acting favorably with regard to the petition, the City Council may stipulate those conditions and restrictions as are deemed necessary for the protection of the public interest and to secure compliance with any relevant legal standards or requirements. The City Council may require reasonable guarantees or security with regard to the conditions and restrictions, such as written instruments and monetary security.

From both the local government perspective and the property owner perspective, it guarantees how and when and under what conditions a property may be developed when annexed. It benefits both parties to the agreement:

- The property owner will be guaranteed that the land use regulations, conditions and exactions spelled out in the agreement will not change. Even if the local government changes regulations, the terms of the annexation agreement are what will control development of the annexed property
- The local jurisdiction will be guaranteed that the property will develop as was agreed upon in the annexation agreement. If a property is sold or the owner's plans for the property change after annexation, the annexation agreement still binds development of the property.

With recent annexations, City staff has recommended the following condition which is similar in intent to the concept of an annexation agreement in that it binds the owner of a property and the City to a recorded agreement that will insure that an annexed property is developed in accordance with a specific set of conditions.

- A Public Facilities Agreement ("Agreement") that insures that public services shall be provided to all developed properties within the annexed area shall be executed and recorded in the land records of Anne Arundel County, Maryland, at the owner's sole expense, and the original of the recorded documents shall be provided to the City. The Agreement shall include provisions that insure compliance with all the conditions of the resolution of approval of the annexation petition, and shall be subject to the following:
- The effective date of the resolution of approval of the annexation petition shall not be before the recordation in the land records of Anne Arundel County, Maryland, of the Agreement; and
- The parties to the Agreement shall be the City and the owner of the property, which is the subject of the Agreement.
- This agreement shall run with the land and shall be enforceable upon all subsequent owners and assigns.

Annexation agreements vary widely in format and can include a number of different components. Among these are conditions related to the extension of water and sewer to the property, including requiring bonding and the timing of extensions to existing structures on the property. The City, in recent annexations, has recommended as a condition of approval, the following:

In the event that dwelling structures exist on the property at the time of the effective date of the resolution of approval of the annexation petition and are occupied and are served either by well water or by a septic field or both, these structures shall be connected to the City's water and wastewater systems within one (1) year of the effective date of the resolution of approval of the annexation petition by the owner of the subject property.

Extensions to the one (1) year connection requirement may be granted subject to the provisions of subsection (e) of this condition and subject to the following conditions:

- A bond or bonds shall be submitted to the Department of Public Works in the full amount of costs for any and all public utility and/or infrastructure improvements as required in the Public Facilities Agreement. Said bond(s) shall be increased annually in proportion to the cost of living increase in the City as determined by the U.S. Bureau of Labor Statistics CPI;
- The Property Owner and the City further agree that, once the applicable infrastructure has been accepted by the City Department of Public Works ("DPW"), which acceptance shall not be unreasonably delayed or withheld by DPW, the City shall reduce the bond to a one (1) year maintenance bond at ten percent (10%) of the full bond at the time of such reduction;
- No construction permits, including, but not limited to, grading, building, electrical, plumbing, etc., shall be issued without prior construction and acceptance of public water and/or sewer connections to the City of Annapolis, with the exception of permits associated with emergency repairs and said public utility improvements, subject to the approval of the Director of Public Works.
- The bond estimate shall be submitted to the Director of Public Works for review and approval thirty (30) days prior to the effective date of the approval of the bond.
- Annual extensions to the one (1) year connection time may be granted by the Director of Public Works up to a maximum of 10 years subject to showings of good cause. Extensions shall not be unreasonably withheld. Each extension request shall include documentation from a registered professional engineer in the State of Maryland that the water and sewer systems servicing the uses on the property are operating in a safe and efficient manner.

The City requires the Property Owner to meet several other conditions as set forth below.

Conditions related to the payment of fees in conjunction with the use and development of the property.

The City currently recommends the following as conditions of annexation. That the Property Owner is:

- Responsible for all costs associated with the extension of utility mains, the water distribution system, the wastewater collection system, possibly an additional pump station, tap fees, connection charges, capital facility fees, capital assessment charges and construction inspection fees. Adequate water supply is available for this property. Wastewater treatment capacity is available for this property. All infrastructure shall be constructed in accordance with the City's Standard Specifications and Construction Details.
- Required to pay all costs associated with the construction, reconstruction or widening to existing roadways of all internal roadways, curb and gutters, storm drain systems and stormwater management facilities. All but the latter shall be owned and maintained by the City. Stormwater management facilities shall be owned and maintained by the Property Owner or their successors or assigns. The Property Owner shall be responsible for paying all costs associated with any capacity increase to existing roadways caused by development of the property should said increases be required by the City, County or State. All infrastructure shall be constructed in accordance with the appropriate jurisdiction's Standard Specifications and Construction Details.
- Required to pay all costs associated with the cost of sidewalk construction throughout the development. Adjacent Property Owners shall maintain sidewalks. All sidewalks shall be constructed in accordance with the City's Standard Specifications and Construction Details.
- Responsible for all costs associated with traffic signals and signs associated with the property. Said signals and signs shall be designed and constructed in accordance with the Manual on Uniform Traffic Control Devices.
- Responsible for all costs associated with the installation of street lighting for the property and for one year of energy costs. All street lighting shall be approved for style, type and luminosity and shall be selected from models offered for lease by BGE. Street lighting maintenance is handled by lease agreement between the City and BGE.

Require the provision of a water supply sufficient for fire fighting.

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

Require responsibility for the construction of infrastructure associated with development of the property.

The City currently recommends, the following:

- All roadway rights-of-way width shall be in accordance with the City's Standard Specifications and Construction Details shall be made public and shall be deeded in fee simple to the City prior to release of the infrastructure maintenance bond. The City shall have prior rights in all rights of way.
- All infrastructure improvements shall be bonded for the full cost of the improvements in the unlikely event that the developer / landowner cannot complete the work, the City will have the financial resources to do so. Once the infrastructure has been accepted by the Department of Public Works, the

bond shall be reduced to a one-year maintenance bond. The maintenance bond is ten percent (10%) of the full bond, however, the City may hold more at the discretion of the Director of Public Works.

- Infrastructure maintenance or repair during construction requirements.

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

Require a schematic development plan.

The City requires that development be in accordance with a specific Schematic Development Plan that can specific maximum density limits for the development of the property, as well as conditions related to such items as trees, vegetation and natural features, parking, access, signage, etc.

Public improvements requirement.

The City may require the set-aside of land for public improvements, such as, roads, a water tower, fire substation or public works garage.

The City currently recommends, the following:

- If the proposed relief road is expected to cut across the property to connect Spa Road with Aris T. Allen Boulevard, the developer of the property will make an equitable contribution to the cost of the construction of the relief road. The Director of Planning and Zoning and the developer shall determine the location and design of the relief road jointly at the time of development. The developer shall transfer to the City the land needed for the relief road right-of-way as part of the development process.
- A provision that future changes to subdivision and zoning laws will not apply to the development of the property without the consent of both the property owner and the local jurisdiction.
- A provision that the Annexation Agreement may be amended by mutual consent of both parties to the agreement.
- That the Annexation Agreement shall be recorded in the land records.

Appendix C Sample Annexation Agreement

Note: This is an actual annexation agreement, provided by the town planning firm of Jakubiak & Associates, Inc. It has been altered to eliminate reference to the parties to the agreement--the municipality and developer.

ANNEXATION AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2004, by and between the Town of _____, a municipal corporation of the State of Maryland (hereinafter, "the Town"), and _____, L.L.C., a Maryland corporation with its principal place of business at _____, and _____, a natural person, whose address is _____ (the latter two parties collectively designated hereinafter, "the Developer").

RECITALS

WHEREAS, the Developer is the record owner of certain real property located in _____ County, Maryland, within the subdivision commonly known as the _____ (hereinafter, "the Property"), and more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Developer desires to construct upon the Property a residential development together with certain amenities; and

WHEREAS, a portion of the Property is not presently within the corporate boundaries of the Town (hereinafter, "the Annexation Area"), which area is shown by cross-hatching on Exhibit A hereto, and is therefore ineligible to receive certain municipal services, including municipal wastewater service, that the Developer desires to obtain for that portion of the Property; and

WHEREAS, the Developer is permitted under the laws and zoning regulations of the Town to develop that portion of the Property that is currently within the Town (hereinafter, "the In-Town Area") at a residential density greater than that which is desirable in the opinion of the Board of Town Commissioners and that the Town therefore desires to restrict; and

WHEREAS, the Developer desires that the Town annex the Annexation Area of the Property and the Town desires to annex the Annexation Area of the Property, provided that certain conditions are satisfied; and

WHEREAS, pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), the Developer and the Town have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Annexation Area.

WITNESSETH:

1. WARRANTIES AND REPRESENTATIONS OF TOWN:

A. The Town supports the Developer's plan of development for the Annexation Area as set forth in the Preliminary Concept Plan attached hereto as Exhibit B.

B. The Town represents that it favors the development of the Annexation Area as represented and depicted in the Preliminary Concept Plan, and will support the development as represented and depicted on the foregoing Preliminary Concept Plan.

C. The Town guarantees, covenants and warrants that it will not set any policy, position or course of action which is specifically and solely detrimental to the development of the property and construction of houses upon the Property, or that is inconsistent with the Preliminary Concept Plan and other applicable regulations and standards.

D. The parties understand and agree that the Town's herein provided covenant of support is not intended, nor could it be construed, to legally prohibit the Board of Town Commissioners from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary to protect the public health, safety and welfare of the residents of the Town, nor from applying such ordinances or charter provisions to the development of the Annexation Area or the In Town Area, provided such application does not operate to divest prior approvals, nor interfere with the Developer's vested rights to any greater extent than the impact of such ordinances and charter resolutions upon other similarly-situated properties within the Town's boundaries.

E. The Town acknowledges that the Developer has been induced to enter into this Agreement in part upon the Town's representations that the Town has and will have adequate capacity in its wastewater treatment facilities to provide service to the development contemplated by this Agreement upon the Property and the Town agrees (a) that it will reserve and set aside the wastewater treatment capacity required to serve the proposed development; (b) that the Developer will not be required to fund any improvements to the Town's wastewater treatment facilities, except by virtue of the Town's use of the regular sewer tap fees collected from the Developer for each unit to be connected to the Town's wastewater treatment system or the Town's use, at its discretion, of the development assessment set forth in Paragraph 6.E hereof, for such purpose, except to the extent that the Town imposes assessments on all property of a particular class for the purpose of expansion or other improvements to its public facilities; and (c) that the Town will not delay or impede the issuance of building or other permits for the proposed development on account of any shortage or alleged shortage in the Town's wastewater treatment capacity.

2. WARRANTIES AND REPRESENTATIONS OF THE DEVELOPER:

A. This Agreement constitutes the Developer's formal written consent to annexation as required by Article 23A, Section 19(b). The Developer acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties. The Developer further agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

B. The Developer warrants and represents that it has full authority to sign this Agreement and that it is in fact the sole owner(s) of the real property encompassed in the Annexation Area and more particularly described in Exhibit "A," and that there is no action pending against it involving it that would in any way affect its right and authority to execute this Agreement.

C. The Developer warrants and represents that it has the full power and authority to sign this Agreement and Consent and is, in fact, collectively the sole owner of not less than Twenty-five Percent (25%) of the assessed valuation of the real property within the Annexation Area; and

D. The Developer warrants and represents that there are no persons residing within the Annexation Area.

E. The Developer warrants and represents that it has communicated with the owners of the parcels located within the Town that abut the Property who have raised concerns with him regarding the need for a buffer between their parcels and the proposed development, with the purpose of alleviating those concerns, as evidenced by the letters of intent attached hereto collectively as Exhibit ____, and that the Developer has offered, in the event that this Agreement is approved and the Annexation Area is annexed, to sell additional land abutting such parcels to such property owners, for a price equal to the Developer's cost of acquisition, for the purpose of creating an extended buffer between their properties and the proposed development. The Developer's communications with such property owners are memorialized in letters of offer or letters of intent, copies of which are attached hereto collectively as Exhibit C. The Developer shall consult with the Town regarding specific concerns that the Town may have with respect to any such transfer prior to entering into any contract with an adjoining property owner and shall attempt to resolve such concerns with the Town.

3. APPLICATION OF TOWN CODE AND CHARTER

From and after the effective date of the Annexation Resolution implementing this Agreement, all provisions of the Charter and Code of the Town shall have full force and effect within the Annexation Area except as otherwise specifically provided herein.

4. MUNICIPAL SERVICES

Upon the effective date of the Annexation Resolution implementing this Agreement, the Town will provide all applicable municipal services to the Annexation Area to the extent that the necessary public facilities exist to provide such services.

5. TOWN BOUNDARY MARKERS:

The Developer will fund and install Town Boundary Markers at the boundary lines to the newly enlarged Town boundaries.

6. DEVELOPMENT CONSIDERATIONS:

A. Future development for which approval has not been previously granted in the Annexation Area will be designed to be in conformance with the most recent development design guidelines approved by the Town Commissioners, if any. The Developer agrees to adopt community and architectural design standards approved by the Town that will provide guidance for the architectural design and siting of buildings, landscaping, tree planting, and related matters. The Developer will be responsible for ensuring that builders will strictly follow the adopted design standards and also that the adopted design standards become part of the required Homeowners Association documents so that such standards will be strictly followed by future homeowners. The Developer agrees to the initial set of design standards in Exhibit D and Town and Developer will work cooperatively to develop the standards into a coherent document complete with administration and initial review procedures. The Developer agrees to adopt an official set of design standards prior to final plat approval, which standards shall include representational elevations, provided that Developer shall have the right to vary said elevations with the Town's approval, in a manner consistent with the Town's existing character and the design intent of the representational elevations.

B. The Developer agrees that it will deposit into an Escrow Account the sum of \$25,000, which sum shall be used to cover the costs to the Town of effecting the annexation of the Annexation Area, including but not limited to the Town's costs for legal fees and other consulting fees in connection with the preparation of this Agreement and/or the necessary annexation resolution and related documents, for publication of any required notices, and for any other cost or expense reasonably related, in the Town's sole judgment, to the annexation. The parties shall mutually designate an Escrow Agent, who shall be authorized to disburse the funds of the Escrow Account to the Town, upon the presentation of written certification from the Town Administrator that a covered expense has occurred, supported by an invoice or other appropriate documentation.

C. The Developer agrees that a total of no more than 80 dwelling units will be constructed on the Property under the proposed development plan shown as Exhibit A, with a minimum lot size of 18,295 square feet and an average lot size of 20,445 square feet.

D. The Developer agrees that the undeveloped tract on the property shown in Exhibit B as "Remaining Area" shall remain in unimproved open space and un-subdivided until the Town determines the site may be subdivided and improved or for 20 years, whichever comes first. If, during said twenty-year period, Developer enters into any contract for sale of any portion of the Remaining Property to any third party, such contract shall provide that the Developer must first offer such portion for purchase by the Town or an entity selected by the Town, at the then-current _____ County tax assessment value, for use for some purpose serving the Town's public interest, as the Town Commissioners may determine in their discretion, other than mere profit. The Town or such designated entity shall have a minimum of one hundred twenty (120) days to consider such offer. A refusal of one offer of sale by the Town shall not void the requirement that the Developer provide the Town or its selected entity an offer for sale when again a property development or transfer is contemplated.

E. Any development of the property shall be regulated by the then-existing zoning and shall be guided by a comprehensive development plan prepared jointly by the Town and Developer. As long as the Remaining Area remains open space, and except, at the Developer's option, on the eastern boundary, it shall be fenced on all sides, with a well-maintained, fence structure, of a design approved by the Town as part of the community open space plan addressed in subparagraph H below. Vehicular and pedestrian access for the property owner for the unimproved open space shall be as shown on Exhibit B. The Remaining Area may be cultivated for crops consistent with its existing non-conforming status, but in no event shall livestock be raised, housed or slaughtered thereon.

F. The Developer agrees to pay a development assessment to the Town of \$2,800.00 per dwelling unit, whether such unit is located in the In-Town Area or the Annexation Area, the payment

of which shall be required as a condition of the issuance of a building permit for each such unit, and which development assessment is understood by the parties to be in addition to and independent of the Town's sewer tap fee and any development impact fees imposed by _____ County.

G. The Developer acknowledges the Town's concern about the adequacy of a single point of ingress/egress to the proposed development upon the Property and agrees that any subdivision to be constructed upon the Property will be served by at least two access points. The parties acknowledge that the Developer has acquired certain property with street frontage at _____ Street ("the Second Access Point Property") for the purpose of constructing a second access point and agree that, if such an access point cannot be constructed due to safety and/or traffic concerns by the Maryland State Highway Administration, Developer will maintain said point of access for pedestrian or non-motorized vehicular access. The parties agree that the Developer may dispose of the Second Access Point Property by land swap or otherwise if it acquires and uses other property with frontage on Main Street for this purpose.

H. The Developer represents that it will establish and incorporate a Homeowner's Association that shall take ownership, control, and responsibility for the maintenance and upkeep of any common areas and public amenities to be provided within the proposed subdivision, other than streets and/or other facilities to be accepted by and maintained by the Town.

I. Developer agrees to dedicate to the Town a 15' utility easement along the exterior boundary of the Property as shown on Exhibit B.

J. The Developer agrees to reserve as open space a portion of the property running parallel to Walnut Street, consisting of approximately 2.70 acres and shown on Exhibit A hereto (hereinafter, "the Walnut Green") and a portion of the property consisting of approximately 6.23 acres running the length of the property from Walnut Street at the end of the Walnut Green to Cemetery Lane, as shown on Exhibit B hereto (hereinafter, the "Old Mill Green"), such open space to be designated as common areas and to be transferred to the ownership of the Homeowner's Association. The Developer agrees to construct upon the Walnut Green and the Old Mill Green paved bicycle and pedestrian trails providing access for members of the general public from Main Street and from Walnut Street to the internal street system of the subdivision at designated locations shown approximately on Exhibit B and to Cemetery Lane and the County Park. The portion of the Walnut Green and the Old Mill Green upon which the trails are to be constructed shall be subjected to recorded public access easements, which easements shall be at least 25 feet wide. The Developer agrees to reserve as open space that land area contained within the two street turnarounds shown on Exhibit B. With respect to all of the open spaces, the Developer agrees to install at his expense and within two growing seasons of final plat approval, trees, shrubs, and other landscaping of the species and caliper and in the locations contemplated in a community open space plan prepared jointly by the Town and Developer, approved by the Town prior to final plat approval. Guarantee of the maintenance of such plantings and landscaping shall be part of the Homeowners' Association covenants.

K. The Developer acknowledges and agrees that new road construction standards have been adopted by the Town Commissioners and that the construction of any roads serving a subdivision upon the Property shall be governed by said standards. The Developer acknowledges the Town's preference for one-way roads flanking the Walnut Green, as shown on Exhibit B hereto, and agrees to construct those roads in substantially the location shown on Exhibit B, unless the Town, in its sole discretion, consents to the deletion, alteration or reconfiguration of those roads.

L. The Developer agrees to reserve as open space and dedicate to the Town as future right-of-way a portion of the property approximately 120 feet wide and located along its eastern edge, as shown on Exhibit B hereto, which property shall be subjected to a right-of-way easement in favor of the Town for possible future construction of a collector road.

M. The parties acknowledge the Town's preference that the open space reserved by the Developer on the Property, other than the Remaining Area, be used for low-impact, passive recreation, and ecologically-sensitive stormwater management techniques, rather than for active or field-play recreation and the construction of stormwater management ponds, and the Developer agrees that it shall design the site to conform to this preference through cooperation with the Town in the creation and implementation of the community open space plan addressed in item H above. Where open space on the property is set aside for stormwater management, the Developer shall cause easements or covenants, as necessary and appropriate for the permanent maintenance of such facilities, to be imposed upon the open space prior to transfer of ownership to the Homeowner's Association.

N. The parties acknowledge and agree that the obligations set forth herein on the part of both parties pertain to the Annexation Area and to the In Town Area, unless otherwise expressly stated herein.

7. **RECORD PLAT:**

The Developer will provide the Town with a copy of the final record plat for the development of the Property.

8. **MISCELLANEOUS:**

A. The obligations of the parties hereto set forth herein are contingent upon the adoption of an Annexation Resolution effecting the annexation of the Annexation Area by the Board of Town Commissioners and shall be void in the event the Board of Town Commissioners fails to effect such annexation or such annexation is invalidated by referendum or otherwise.

B. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his" "hers" and "theirs."

C. From time to time after the date of this Annexation Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement.

D. This Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of _____ County and shall run with the land and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding, representations, and statements, whether oral or written, are merged in this Annexation Agreement. The parties may renegotiate the terms hereof by mutual agreement, subsequent to the effective date of any Annexation Resolution adopted by the Town pursuant hereto, provided that neither this Agreement nor any provisions hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

E. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representations or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

F. This Agreement shall be construed according to its plan meaning

without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

G. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by the Developer without the consent of the Town or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any party thereof. However, the Developer will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgement of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. The Developer shall provide the Town with copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

H. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

I. The laws of the State of Maryland shall govern the interpretation, validity and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other remedy for the breach or alleged breach hereof shall be brought exclusively in the Courts of the State of Maryland in _____ County and the parties expressly consent to the jurisdiction thereof and waive any right that they might otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

J. All notices and other communications under this Agreement shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

IF TO THE TOWN: _____

WITH A COPY TO: _____

IF TO THE DEVELOPER: _____

WITH A COPY TO: _____

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

WITNESS: **THE TOWN OF _____, MARYLAND**

_____ By: _____

WITNESS/ATTEST: **OWNER:**

_____ By: _____

APPROVED AS TO FORM:

_____, Town Attorney

STATE OF MARYLAND
COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 2004, before me, a Notary Public in and for the State aforesaid, personally appeared _____, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly elected Commissioner of Town of _____, a municipal corporation of the State of Maryland, and that said Commissioner, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such Commissioner.

WITNESS my hand and notarial seal.

_____(SEAL)
Notary Public

My Commission Expires: _____

STATE OF MARYLAND
COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 2004, before me, a Notary Public in and for the State aforesaid, personally appeared _____, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly elected Commissioner of Town of _____, a municipal corporation of the State of Maryland, and that said Commissioner, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such Commissioner.

WITNESS my hand and notarial seal.

_____(SEAL)
Notary Public

My Commission Expires: _____

STATE OF MARYLAND
COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 2004, before me, a Notary Public in and for the State aforesaid, personally appeared _____, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly elected Commissioner of Town of _____, a municipal corporation of the State of Maryland, and that said Commissioner, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such Commissioner.

WITNESS my hand and notarial seal.

_____(SEAL)
Notary Public

My Commission Expires:_____

STATE OF MARYLAND
COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 2004, before me, a Notary Public in and for the State aforesaid, personally appeared _____, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be Member of _____, L.L.C., a corporation of the State of Maryland, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as a Member.

WITNESS my hand and notarial seal.

_____(SEAL)
Notary Public

My Commission Expires:_____

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

_____, Town Attorney

Appendix D Expert Witnesses and Resource Documents

Witnesses:

Timothy Elliot, City of Annapolis Finance Director

URS Corporation, Raymond Moravec, Transportation Planner

James Urban, FASLA, Chairman, City of Annapolis Planning Commission

Rich Hall, Director of Land Use Planning and Analysis, Maryland Department of Planning

Daria Hardin, Chief of Comprehensive Planning, City of Annapolis Department of Planning and Zoning

Resource:

Suburban Nation: The rise of Sprawl and the Decline of the American Dream

Annapolis Neck Small Area Plan

Annapolis Comprehensive Plan

Forest Drive Sector Study

Bargaining for Development

Forest Drive Relief Route Alignment Study

Fiscal Impact Analysis of the Proposed Annexation of the Orville and Dorothy Bowen Properties

Development Agreements and Annexation Agreements

Standards and Goals for Land Use Development on the Forest Drive Corridor and Elsewhere as Applicable in the City

City of Cheyenne Annexation Policies

Articles:

What could local zoning codes have to do with obesity and asthma?

Traffic Signal operations earn D-

Tale of Cool Cities

The Woes of Modern America

Urban Design Plan Indicators

Understanding Sprawl

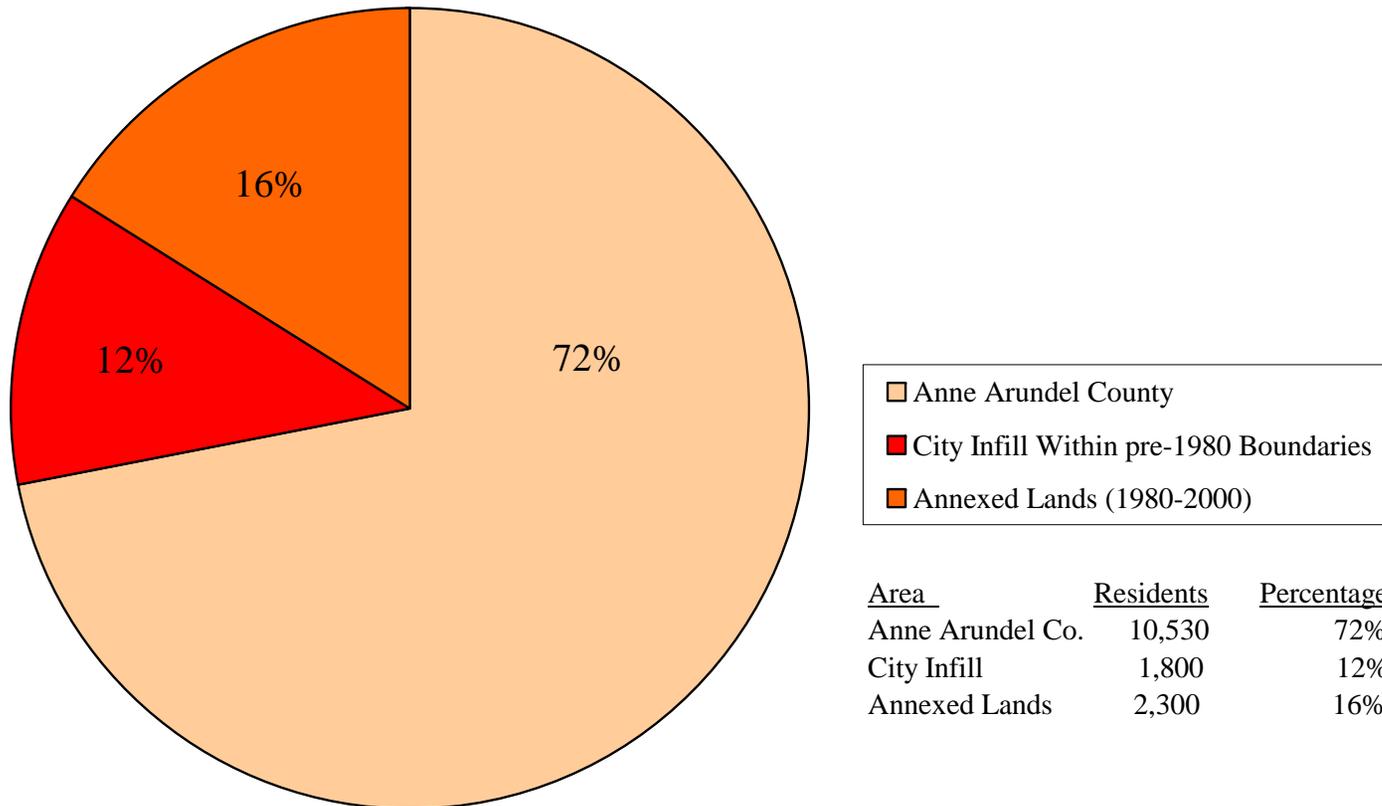
Saving Suburbia

The changing Location of Development & Investment Opportunities

Planning and Community Sensitive Transit

Population Growth on the Annapolis Neck: 1980-2000

Percentage of Population Growth by Area



Note: Naval Academy not included

Source: U.S. Census and Annapolis Small Area Plan, Anne Arundel