Chevy Chase Village
Board of Managers

Executive Session--6:30 p.m.

NOTICE: *The Chevy Chase Board of Managers will convene in Executive Session in the Chevy Chase Village Hall, 5906 Connecticut Avenue, Chevy Chase, MD 20815, pursuant to* Section 3-305 (b) (1) of the General Provisions Article, Annotated Code of Maryland, to discuss personnel matters that affect specific individuals and pursuant to Section 3-305(b)(7) to consult with Counsel to obtain legal advice on a legal matter.

1. Meeting Called To Order
   Mr. Michael L. Denger, Chair

   1.I. Oath Of Office Ceremony
   Conducted by Karen A. Bushell, Chief Deputy Clerk, Circuit Court for Montgomery County

   1.II. Election Of Officers
   Board of Managers

   Documents: ELECTION OF OFFICERS.PDF

   1.III. Board Appointment Of A Member To Serve As Building Officer

   Documents: BUILDING OFFICER.PDF

2. Approval Of Minutes From The Previous Board Of Managers' Meetings
   Executive Session--May 9, 2016
   Regular Monthly Meeting--May 9, 2016

3. Consent Agenda--Tree Removal Consent Agreements

   3.I. A-2337: Ms. Anna Cristina Niceta & Mr. Thomas Lloyd 15 East Lenox Street
   Removal of one 19-inch diameter Hickory tree located in the front (Brookville Road) yard of the property.

   Documents: TREE CONSENT AGREEMENT - A-2237 - 15 EAST LENOX STREET.PDF

   3.II. A-2238: Ms. Aimee & Mr. William Burck 104 East Melrose Street
   Removal of one 11-inch diameter and one 14-inch diameter Walnut trees located in the rear yard of the property.

   Documents: TREE CONSENT AGREEMENT - A-2238 - 104 EAST MELROSE STREET.PDF

4. Variance Requests

4.I. A-6944 (Variance Request): Ms. Heather Salko Selingo & Mr. Jeffrey J. Selingo 205 Primrose Street

Maintain an outdoor gas fireplace that was constructed in the east (rear) yard and that encroaches one foot, two inches (1'-2") into the rear yard setback.

Documents: A-6944 - 205 PRIMROSE STREET.PDF

5. Treasurer's Report

Mr. Gary Crockett, Board Treasurer

Documents: TREASURERS REPORT.PDF

6. Matters Presented For Board Discussion And Possible Action (Where Required)

6.I. Board Discussion RE: Transient Lodging Facility Regulations (Air B&Bs)

Documents: AIR BB DISCUSSION.PDF

6.II. Presented For Board Consideration And Possible Adoption/Approval

- Ordinance to Approve the Franchise Agreement with Comcast of Potomac, LLC
- Board Authorization for the Village Manager to Designate a Village Representative to Serve on the Montgomery Municipal Cable Board of Directors
- Signage Improvements: Westbound Grafton Street & Oliver Street at Kirkside Drive

Documents: ORDINANCE TO APPROVE THE FRANCHISE AGREEMENT WITH COMCAST OF POTOMAC, LLC.PDF, MMC BOARD DESIGNATION.PDF, SIGNAGE IMPROVEMENTS.PDF

6.III. Contract Authorization Requests

- Staff Benefits Insurance Contract

- Dental: *Principal Life Insurance Company*

- Disability: *Reliance Standard Insurance Company*

- Professional Services Contract for Consulting Landscape Architect: *Lila Fendrick Landscape Architecture & Garden Design*

Documents: STAFF BENEFITS INSURANCE CONTRACT.PDF, AWARD RECOMMENDATION_LILA FENDRICK LANDSCAPE DESIGN.PDF

6.IV. Appointment Of An Acting Chair To Preside At The Board Of Managers' General Meeting Scheduled For Monday, July 11, 2016

Documents: APPOINTMENT OF ACTING CHAIR.PDF

7. Committee Matters

Selection of Board Representatives & Liaisons to Village Committees

Documents: BOARD REPRESENTATIVES.PDF

8. Police Report

Mr. John M. Fitzgerald, Police Chief

Documents: MONTHLY POLICE REPORT - MAY 2016.PDF

9. Chairman's Report

    - Update on Chevy Chase Proposed Redevelopment and Other Matters

    Mr. Michael Denger, Board Chair

10. Manager's Report

    - Building and Tree Permits and Code Enforcement Report
    - Capital and Infrastructure Upgrade Projects Report
    - Village Hall Activity Report
    - Legal Counsel Report

    Documents: PERMITTING AND CODE ENFORCEMENT REPORT.PDF, UPDATE OF CAPITAL AND INFRASTRUCTURE UPGRADE PROJECTS - JUNE 2016.PDF, VILLAGE HALL ACTIVITY REPORT.PDF

Next Regular Board of Managers' Meeting
Monday, July 11, 2016 at 7:30 p.m. in the Village Hall

Please note: *To reduce costs, copies of supporting materials for matters on this agenda are not provided at the meeting. If you would like to review materials related to matters discussed at this meeting, you are encouraged to visit the Village's website at www.chevychasevillagemd.gov.*

Excerpt from the Chevy Chase Village Charter, Section 201:

(b) The Board of Managers shall elect from among its members the following officers:

A **Chair**, who shall preside at the meetings of the Board of Managers and at the annual and special meetings of the Village, and shall call special meetings of the Board.

A **Vice Chair,** who shall act in the place of the Chair during the Chair's absence or incapacity.

A **Secretary,** who shall be a custodian of all records, correspondence and other documents of the Village, shall certify the minutes of all meetings of the Board of Managers and otherwise perform the duties of a Secretary.[1]

A **Treasurer,** who shall be the custodian of all funds which are received to the credit of the Village and who shall deposit all such funds in such investments as are authorized for municipalities by State law and which are permitted by an investment policy to be adopted by the Board of Managers and who shall pay out such funds only in accordance with this Charter as instructed by the Board of Managers. The Treasurer or designee shall keep such accounts and books as directed by the Board of Managers and shall make all necessary reports required by the Board of Managers under this Charter and by the laws of the State of Maryland. The Treasurer may designate Village staff to fulfill one or more of the duties of this office, with the exception of signing checks.

An **Assistant Treasurer**, who shall act in the place of the Treasurer during the Treasurer's absence or incapacity.

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[1] Section 201 (c) states that "the Board may designate and elect additional officers from time to time". In recent years, the Village Board has also elected from among its members an **Assistant Secretary** so there is a pre-determined person who can act in the capacity of Secretary during the Secretary's absence or incapacity.

Chevy Chase Village
Building Officer

Excerpt from Building Code Section 8-1, "Definitions":

> ***Building Officer:*** *One member of the Board of Managers, appointed annually or at such other times as the Board of Managers may determine is in the public interest, to act as the designee of the Board of Managers to perform the functions of the Building Officer as described in this Chapter.*

Functions of the Building Officer prescribed within the Building Code (Chapter 8) and the Public Rights-of-Way Ordinance (Chapter 25), performed in conjunction with the Village Manager:

- Administrative Special Permits
- Administrative Variances
- Building Permits and Licenses to install private improvements in the directly abutting public right-of-way devoted to private use

Consent Agenda
Tree Removal Appeal Case A-2237

Removal of one nineteen (19)-inch diameter Hickory tree located in the front (Brookville Road) yard of the property.

Ms. Anna Cristina Niceta & Mr. Thomas Lloyd
15 East Lenox Street

To: Chevy Chase Village Board of Managers
From: Laura Billings
Date: June 3, 2016
Re: **TOB Report Regarding Case A-2237**
Ms. Anna Cristina Niceta & Mr. Thomas Lloyd, 15 East Lenox Street
Removal of one 19-inch diameter Hickory tree from the front (Brookville Road) yard.

Ms. Niceta and Mr. Lloyd wish to remove a 19-inch diameter Hickory tree from the front (Brookville Road) yard of the property as part of a proposed addition and landscape project at their property. The Village consulting arborist determined that the tree does not meet any of the criteria which would allow it to be approved for removal by an administratively issued Tree Removal Permit. Ms. Niceta and Mr. Lloyd duly filed an appeal of the Village Manager's decision to deny removal of the Hickory and were referred to the Tree Ordinance Board. The applicants have expressed a willingness to reforest.

I contacted the closest neighbors (where possible) about the proposed removal. No neighbor opposed the proposed removal.

The three members of the TOB inspected the tree and potential sites for reforestation. Said tree will be chosen from the Village's approved list of canopy trees, and it will be a hardwood deciduous tree of at least 2 ½" caliper at installation which will grow to a mature height of 45 feet.

I believe that the foregoing reflects a reasonable resolution of the issues in a manner consistent with Village Board policies.

Submitted by:
Laura Billings
Chairperson
Tree Ordinance Board

Figure 1: View of 19" diameter Hickory tree in the east front (Brookville Road) yard of 15 East Lenox Street

Property Address: **15 East Lenox Street**

REFORESTATION CONSENT AGREEMENT

RECITALS

This Consent Agreement ("Agreement") is entered into by CHEVY CHASE VILLAGE, ("Village"), a Maryland municipal corporation and Mr. Thomas Lloyd and Ms. Anna Niceta, (collectively "OWNER"), the owners of All of Lots Two and Three and Part of Lot numbered One, Block 44, in the subdivision known as Section 2, CHEVY CHASE, as per plat thereof recorded in Plat Book 2 at Plat Number 106, among the Land Records of Montgomery County, Maryland (the "Property").

The Owner has requested a permit from the Village Manager under Section 17-3 of the Village Code to remove one nineteen (19)-inch diameter Hickory tree, hereinafter referred to as the "Subject Tree", (the trunk of which measures more than 24-inches in circumference at 4-½ feet above ground and therefore requires a permit for removal) located in the front (Brookville Road) yard of the Property as indicated on the plan attached hereto as Exhibit A. The Owner seeks to remove the Subject Tree in order to construct an addition and install a landscape plan, hereinafter referred to as the "Proposed Work". The Village Manager denied the permit for failure to meet any of the conditions set forth in Section 17-3.

The Owner has appealed the denial of the permit. The appeal was considered under the criteria set by Section 17-5 of the Village Code, by the Tree Ordinance Board ("TOB"), which has issued its recommendation.

The TOB, after following the requirements for notice to confronting and abutting owners and the Village Tree Committee concluded that the Proposed Work was a legitimate reason for removing the Subject Tree, that it was necessary to remove the tree to construct the Proposed Work, and that the tree proposed

to be removed was not by reason of its age, size or outstanding qualities, including uniqueness, rarity or species specimen, of such nature as to require its preservation.

Based on the foregoing, the TOB provided its recommendation, which has been accepted by the Board of Managers. The Board has decided that it is in the public interest to grant the Owner's appeal, on condition that the Owner first obtain all applicable Montgomery County Building Permits for the proposed work and sign this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and obligations herein contained, One Dollar ($1.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Owner hereby agree and covenant as follows:

1. The Owner will obtain any applicable permit(s) to construct the Proposed Work and submit to the Village Manager a construction contract for the same prior to issuance of the Tree Removal Permit.
2. The Village, after the issuance of the aforesaid permit and receipt of the aforesaid construction contract for the Proposed Work, will grant a permit to the Owner for the purpose of removing the Subject Tree described above and located as indicated on Exhibit A promptly after the effective date of this Agreement.
3. The Owner agrees to reforest within six months from the close-out date of the Chevy Chase Village Building Permit(s) associated with the proposed work by planting the Reforestation Tree(s) (or variety thereof) of at least 2-½ inches in caliper in a location on the Property to be determined in consultation with the Tree Ordinance Board and to replace such tree(s) if it becomes diseased or dies within two years of the effective date of this Agreement. The Owner further agrees to notify the Village Manager when the tree has been planted.
4. Any changes or modifications to the Reforestation Plan shall require the further written consent of the Village, which may be withheld in the Village's sole discretion.

5. The Owner acknowledges that compliance with this Consent Agreement is necessary for the protection of the public health, safety and welfare of the residents of the Village and acknowledge and agree, in the event of Owner's breach of this Agreement, that the Village would not have an adequate remedy at law, and the Village shall be entitled to specific performance of the Owner's obligations and to injunctive relief related thereto without posting a bond or proving actual damages, in addition to any other remedies which may be available. The Owner further agrees that the costs incurred by the Village to enforce the Agreement, including legal expenses, shall be charged to the Owner and may be assessed against the Owner's property along with property taxes. The Owner further agrees not to contest any action brought by the Village to obtain specific performance and injunctive relief under this Agreement.

6. The Owner also acknowledges that the Village and the public residing in the Village would incur substantial damages in the event of Owner's breach of the requirements of this Agreement, including, but not limited to, the costs of staff time, arborist time, and other expenses incurred in enforcing this Agreement and the diminution of the Village's tree canopy. The parties recognize the difficulty in computing actual damages and, accordingly, agree to liquidated damages for the aforesaid costs, delay, and harm to the public. The parties acknowledges that liquidated damages of $1,000.00 are a reasonable estimate, at the time of the execution of this Agreement, of the damages to the Village and the public that will likely occur as a result of the Owner's failure to perform their obligations under this Agreement. The Owner acknowledges that the liquidated damages agreed to are not a penalty and that they, along with any costs incurred by the Village, including legal expenses, may be assessed against the Property along with property taxes.

7. The Owner shall be jointly and severally liable for their obligations hereunder and expressly waive any right to a jury trial.

8. The effective date of this Consent Agreement is the date the Village Manager signs the Agreement signifying that she has been informed by the Village Board of Managers that the Consent Agreement has been approved.

OWNER:

CHEVY CHASE VILLAGE

_____
Anna Niceta

By: _____
Shana R. Davis-Cook, Village Manager

_____
Richard Lloyd

Date: _____

Chevy Chase Village

Statement of Appeal for Tree Removal Permit

Subject Property:
15 East Lenox Street

Briefly Describe the Proposed Tree Removal (provide additional detail on following pages):
We propose removing the Hickory tree east of the house. In its existing location the tree would be an obstruction in the proposed lawn. The design of the garden includes a modest lawn surrounded by extensive plantings and a mix of existing and proposed trees. Please see the attached reforestation plan.

Applicant Name(s) (List all property owners):
Thomas Lloyd and Anna Cristina Niceta

Daytime telephone: 703-975-3021 Cell: Same

E-mail: Thomas.L.Lloyd@Gmail.com

Address (if different from property address):
4200 Massachusetts Ave. NW Apt. 810 Wash. DC 20016

For Village staff use:

Date this form received: 5/18/16 Tree Removal Permit Appeal No: 2237

Filing Requirements:

(Application will not be accepted or reviewed until the application is complete.)

- ☑ Completed *Chevy Chase Village Statement of Appeal for Tree Removal Permit* (this form)
- ☑ Denied *Chevy Chase Village Tree Removal Permit Application*
- ☑ *Chevy Chase Village* Tree Inspection Report from Village Arborist
- ☑ Surveys, plats, landscaping plans/specifications, or other accurate drawings showing boundaries, dimensions, and area of the property, as well as the location and dimensions of all structures/fences/walls/etc. and the tree(s) sought to be removed.
- ☐ Appeal fee (See fee schedule in Chapter 6 of the Village Code).

Affidavit

I hereby certify that I have the authority to submit the foregoing appeal, that all owners of the property have signed below, that I have read and understand all requirements and that I or an authorized representative will appear at the scheduled public hearing in this matter. I hereby authorize the Village Manager, or the Manager's designee, the Board of Managers, and members of the Village Tree Committee, to enter onto the subject property for the purposes of assessing the site in relation to this appeal. I hereby declare and affirm, under penalty of perjury, that all matters and facts set forth in the foregoing statement are true and correct to the best of my knowledge, information and belief.

Applicant's Signature: _____ **Date:** 5/10/16

Applicant's Signature: Anna C. Mela **Date:** 5/10/16

Describe the basis for the appeal (attach additional pages as needed)

Describe the reasons why the tree removal would not adversely affect the public health, safety or welfare nor the reasonable use of adjoining properties:

The Hickory tree in question is not a noteworthy specimen and does not contribute in a significant way to the urban forest in term of canopy size. The tree has a very high and narrow canopy. Per the attached Reforestation Plan we plan to add (3) shade trees that will have a much more significant contribution to the urban forest.

Describe the reasons why the tree removal would not substantially impair the intent and purpose of Chapter 17 of the Chevy Chase Village Code, entitled *Urban Forest*:

Tree in question does not make a significant contribution to the urban forest based on the height and width of the canopy.

Describe whether the tree exhibits any of the following criteria: (i) is diseased beyond restoration, insect infested beyond restoration, or injured beyond restoration; (ii) is dead or dying, or in danger of falling; (iii) constitutes a hazard to the safety of persons; (iv) constitutes a hazard to the safety of property; (v) constitutes a hazard and threatens injury to, or would have a negative effect on the health of other trees; (vi) is injurious to or creates a condition injurious to the health of a person, certified to by a qualified medical practitioner:

Describe the reasons for wanting to remove or destroy the tree(s):

The tree is located in the middle of the lawn obstructing the use of the full expanse of the lawn and does not contribute significantly to the urban forest canopy or aesthetics of the garden.

Describe the reasons, if any, cited by residents who are either in favor of or in opposition to the issuance of the requested tree removal permit:

If the desired tree clearing is necessary to achieve proposed development, construction or land use otherwise permitted under the Village Code, describe the proposed project and/or land use and any reason(s) why there is no reasonable alternative to the tree removal:

Our desire is to remove the tree from the middle of the lawn and replace it with three trees around edge of the lawn that will make significant contributions to the tree canopy on site and the urban forest.

Describe any proposed reforestation and whether the proposed reforestation includes any trees that meet the Village standards for reforestation (i.e., deciduous hardwood trees that are least 2 ½ inches in caliper at the time of installation and of a species that achieves a mature height of at least 45 feet):

(3) Three trees are proposed and will meet the Village standards for reforestation: 1 Beech, 1 London Plane Tree, and 1 Scarlet Oak. All will be installed a at 2 1/2" caliper min.

Describe any hardship that would result if the requested tree removal is denied:

The existing Hickory tree will obstruct the use of the lawn east of the house.

Describe the reasons why preserving the tree(s) is not desirable because of the age, size or outstanding qualities, including uniqueness, rarity or species specimen, of the tree(s):

Preserving the tree is not desirable because it does not have any outstanding qualities that warrant keeping it at its existing location in the garden.

Describe any other relevant matters that you believe would promote fairness and justice in deciding this appeal:

We feel the reforestation proposed will provide a much greater benefit to the site and the larger urban forest than preserving the existing tree.

In authorizing a Tree Removal Permit as a result of this appeal, the Chevy Chase Village Board of Managers may require such conditions, terms or restrictions as it deems necessary in order to protect the public, health, safety or welfare, the reasonable use of adjoining properties and that will substantially effectuate the purpose and intent of Chapter 17 of the Chevy Chase Village Code.

Appeal Fee: $250.00	**Checks Payable To:**	**Chevy Chase Village** **5906 Connecticut Ave.** **Chevy Chase, MD 20815**
Fee Paid: **Date Paid:**	**Staff Signature:** **Date:**	

CHEVY CHASE VILLAGE

5906 Connecticut Avenue
Chevy Chase, Maryland 20815
(301) 654-7300

TREE REMOVAL PERMIT

Permit Number: 2242

Date Issued:	June 3, 2016
Name of Property Owner:	Thomas Lloyd
Address of Construction:	15 East Lenox Street Chevy Chase, Maryland 20815
Contractor:	Thrive, Inc.
Contact Person:	Ron Rubin
Phone Number:	(703) 709-0007

Number of Trees to be Removed:	(3)
Diameter & Species:	24" Mulberry; 19" Red Maple; 18" Spruce
Location:	West and east side yards

SPECIAL CONDITIONS (strictly enforced)

- Permit must be prominently displayed and visible from the street.
- All debris must be hauled away by Contractor.
- Posting of commercial signs is prohibited.
- Noise-generating activities and use of power equipment are prohibited before 8:00 a.m. Monday-Friday and before 9:00 a.m. on Saturday and Sunday.
- **This permit is for the three approved trees only and excludes the 19" diameter Hickory subject to a tree removal appeal.**

Permit Fee: $25.00 per tree *Appeal Fee:* $0.00 *Fines:* N/A

Total Fees Due: $75.00-Paid

THIS PERMIT MUST BE POSTED

Chevy Chase Village

Tree Removal Permit Application

Permit No. 2242 a A-2237

All trees on private property with trunks that measure at least twenty-four (24) inches in circumference (or 7.7 inches in diameter) at four and one-half (4½) feet above ground level require a Village permit to be removed.

Property Address: 15 East Lenox Street

Resident: Thomas Lloyd and Anna Cristina Niceta

→ Telephone: 703.975.3021

→ E-mail: Thomas.L.LLOYD@GMAIL.com

Tree Removal Contractor (***required and must be a Maryland Licensed Tree Expert***)**:**

Business Name: Thrive Inc.

Owner: Ron Rubin

Address: 45830 Woodland Rd, Sterling, VA 20166

Telephone: 703-709-0007 Fax:

E-mail: ron@thrivinglandscapes.com

MD Dept. of Natural Resources (DNR) Licensed Tree Expert (LTE) No. (*required*): 001922

For Village office staff use:

Is this property located within the historic district? Yes ☒ No ☐ Staff initials SS

Verification of species pursuant to Sec. 17-3(a)(7): (1) Mulberry Staff initials SS

Date application submitted to Village Office: 5/18/16 Date approved or denied: _____

Village Code Chapter 17. Urban Forest §17-1 and 17-2. Permit Required.
"No person shall remove or destroy, or cause the removal or destruction, of a tree or undertake any action that will substantially impair the health or growth of a tree without first obtaining a permit from the Village Manager. No permit shall be required for normal and reasonable trimming or other tree care designed to maintain the health, shape, or balance of a tree."

Village Code §17-3. Permit Standards.
The Village Manager may issue a permit *only* if at least one (1) of the following conditions applies:

- The tree is diseased beyond restoration, insect infected beyond restoration, or injured beyond restoration;
- The tree is dead or dying, or is in danger of falling;
- The tree constitutes a hazard to the safety of persons;
- The tree constitutes a hazard and threatens injury to property;
- The tree constitutes a hazard and threatens injury to, or would have a negative effect on the health of other trees;
- The tree is injurious to or creates a condition injurious to the health of a person, certified to by a qualified medical practitioner;
- The tree is on a list of tree species of little value, as determined by the Board of Managers after consultation with the Village arborist and Village Tree Committee.

An applicant who is denied a tree removal permit by the Village Manager may appeal that decision to the Board of Managers. Any appeal must be in writing and made within ten (10) days of the permit denial.

Filing Requirements

- Copy of the findings and recommendations report from the Village Arborist or, pursuant to Sec. 17-3(a)(7), Village staff.
- This completed application, including the tree contractor's name, phone number and MD-DNR License No.
- Payment of $25.00 per tree filing fee for a Village Tree Removal Permit application, up to a max. of $175. The fee is waived for trees approved subject to Sec. 17-3(a)(7).

Do you intend to reforest on your property? Yes

REFORESTATION INCENTIVE

Under the new Tree Incentive Program, the Village will reimburse residents for up to half of the total costs to a maximum of $175 for the purchase and planting of qualifying canopy trees on privately owned properties. Additionally, applicants for Tree Removal Permits will be refunded their permit filing fee if they plant a canopy tree within six months of receiving a Village Tree Removal Permit.

By signing below, I understand that no work may be performed until the Village permit is issued and posted to be visible from the street.

→ **Applicant's Signature:** _____ **Date:** 5/10/16

Tree Removal Plans (including reforestation plan, if any)
Proposed removal of (1) 24" Mulberry in the left side yard, (1) 19" Hickory in the right side yard, and (1) Red Maple at the rear property line. Proposed reforestation includes (1) London Plane Tree, (1) Beech , and (1) Scalet Oak planted at 2 1/2 cal. min. Please see attached Reforestation Plan. ~~Eight~~ Spruce

For Use By Village Manager	Approved with the following conditions:
APPROVED JUN 02 2016	Mulberry, Red Maple and Spruce trees ONLY
DENIED JUN 2 2016 Chevy Chase Village Manager Check # 2535	Denied for the following reasons: Hickory - healthy ONLY

Filing Fee: $25.00/tree x 3 trees = 75.00 $_____ (up to $175 max. per application)	**Checks Payable to:** **Chevy Chase Village 5906 Connecticut Avenue Chevy Chase, MD 20815**
Damage Deposit ☐ $_____ ☒ Waived by Village Manager.	Village Manager Signature: _____ Date: 6/2/16
Total Fees + Deposit: $75.00	Staff Signature: _____ Date: 6/3/16

Chevy Chase Village

Tree Inspection Request Form

Property Address:
15 East Lenox Street

Date this form submitted to Village office:

Resident Name: Lloyd

Phone:

E-mail:

This request initiated by: ☐ Village office staff. ☒ Resident/property owner

- ☒ Inspect tree(s)[1] requested for removal -- are any of conditions in Village Code Sec. 17-3(a) met?
- ☐ Inspect trees[1] on property to determine if a Tree Protection Plan (TPP) is needed for proposed project[2].
- ☐ Pursuant to a Village Bldg Permit application[2], prepare TPP for trees[1] on property [$250 fee]
- ☐ Verify that a TPP has been implemented for Village Building Permit #_____.
- ☐ Follow up on an existing TPP -- is it OK to remove TPP?
- ☐ Village right-of-way/park
- ☐ Other:_____

[1] *Show location of tree(s) on a plat or site plan (or on diagram on reverse, but only if plat unavailable).*
[2] *Attach full description of proposed project.*

Sections below must be completed by Village Arborist:

Tree #1: ☒ Private Property ☐ Village right-of-way
Location: ☐ Rear ☐ Front ☒ Side-L ☐ Side-R
DBH*= 24 Species: Mulberry Tag#:_____ ☐ n/a: no tag.
Assessment: 50% dead, hazardous, will not survive

Tree #2: ☒ Private Property ☐ Village right-of-way
Location: ☐ Rear ☐ Front ☐ Side-L ☒ Side-R
DBH*= 19 Species: Hickory Tag#:_____ ☐ n/a: no tag.
Assessment: Healthy

Tree #3: ☒ Private Property ☐ Village right-of-way
Location: ☒ Rear ☐ Front ☐ Side-L ☒ Side-R
DBH*= 19 Species: Red Maple Tag#:_____ ☐ n/a: no tag.
Assessment: Dead, hazardous

(For more trees, please check here ☐ and attach pages: # of extra trees___; # of extra pages___.)

Arborist assessment: Does tree meet any of the conditions in Village Code 17-3 to qualify for removal?

Removal	Approved	Denied	*Is permit required? (i.e, trunk circumference ≥24"?)	Y	N
Tree #1	☒	☐	Tree #1	☒	☐
Tree #2	☐	☒	Tree #2	☒	☐
Tree #3	☒	☐	Tree #3	☒	☐

Arborist/Staff Signature _____ **Date** 3/30/16
rev 5/16/16

Tree #4: ☐ Private Property ☐ Village right-of-way
Location: ☐ Rear ☐ Front ☐ Side-L ☒ Side-R
DBH*= 18" Species: Spruce Tag#:_____ ☒ n/a: no tag.
Assessment: Dead

Tree #5: ☐ Private Property ☐ Village right-of-way
Location: ☐ Rear ☐ Front ☐ Side-L ☐ Side-R
DBH*=_____ Species: _____ Tag#:_____ ☐ n/a: no tag.
Assessment: _____

Tree #6: ☐ Private Property ☐ Village right-of-way
Location: ☐ Rear ☐ Front ☐ Side-L ☐ Side-R
DBH*=_____ Species: _____ Tag#:_____ ☐ n/a: no tag.
Assessment: _____

Tree #7: ☐ Private Property ☐ Village right-of-way
Location: ☐ Rear ☐ Front ☐ Side-L ☐ Side-R
DBH*=_____ Species: _____ Tag#:_____ ☐ n/a: no tag.
Assessment: _____

Tree #8: ☐ Private Property ☐ Village right-of-way
Location: ☐ Rear ☐ Front ☐ Side-L ☐ Side-R
DBH*=_____ Species: _____ Tag#:_____ ☐ n/a: no tag.
Assessment: _____

Tree #9: ☐ Private Property ☐ Village right-of-way
Location: ☐ Rear ☐ Front ☐ Side-L ☐ Side-R
DBH*=_____ Species: _____ Tag#:_____ ☐ n/a: no tag.
Assessment: _____

Tree #10: ☐ Private Property ☐ Village right-of-way

Location: ☐ Rear ☐ Front ☐ Side-L ☐ Side-R
DBH*=_____ Species: _____ Tag#:_____ ☐ n/a: no tag.
Assessment: _____

(For more trees, please check here ☐ and attach pages: # of extra trees___; # of extra pages___.)

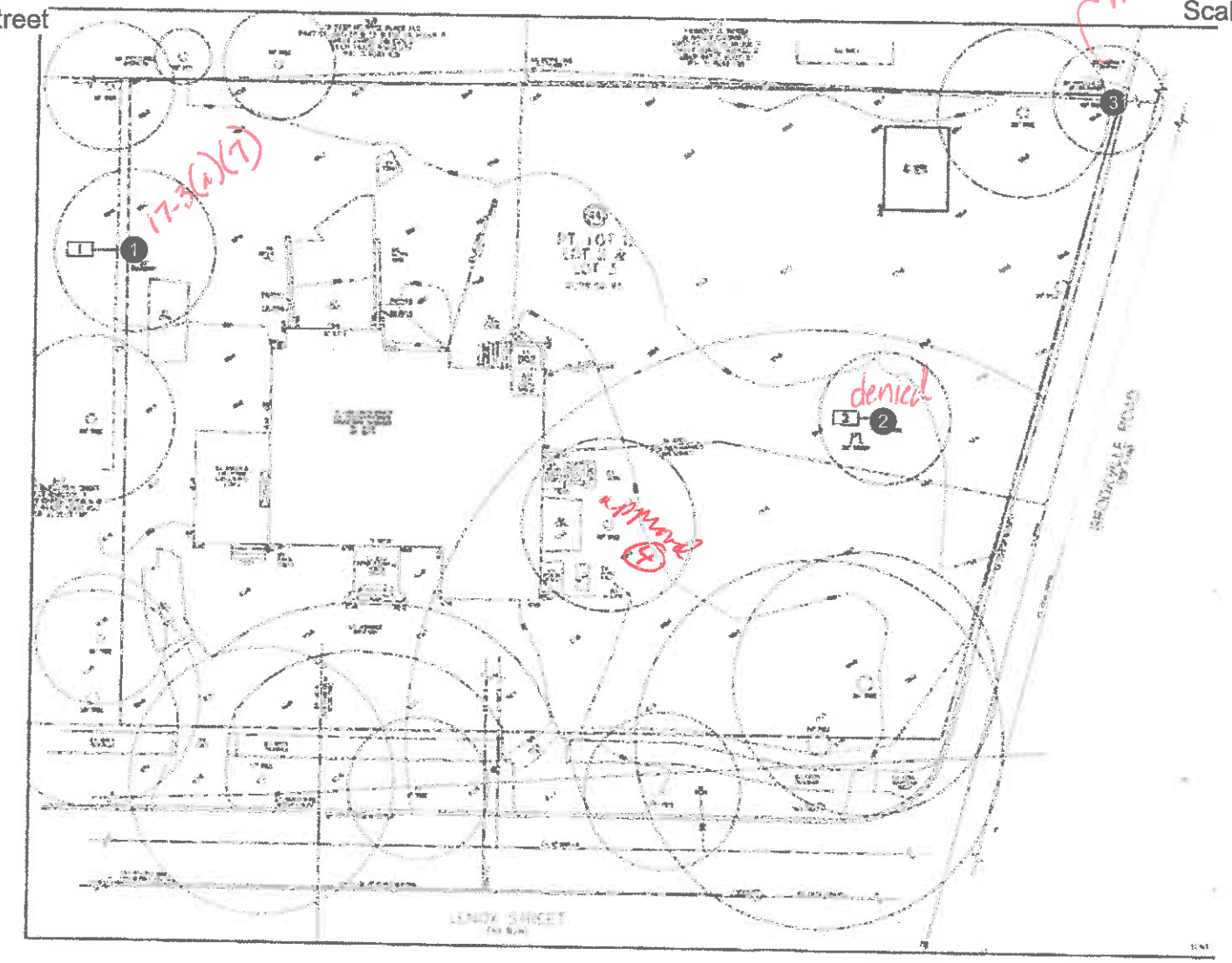
Arborist assessment: Does tree meet any of the conditions in Village Code 17-3 to qualify for removal?

Removal	Approved	Denied	*Is permit required? (i.e, trunk circumference ≥24"?)	Y	N
Tree #4	☒	☐	Tree #4	☒	☐
Tree #5	☐	☐	Tree #5	☐	☐
Tree #6	☐	☐	Tree #6	☐	☐
Tree #7	☐	☐	Tree #7	☐	☐
Tree #8	☐	☐	Tree #8	☐	☐
Tree #9	☐	☐	Tree #9	☐	☐
Tree #10	☐	☐	Tree #10	☐	☐

Arborist/Staff Signature _____ **Date** 5/18/16

Chevy Chase Village
Tree Protection Plan
15 East Lenox Street

Feather and Associates
March 30, 2016
Scale 1" = 30'



Tree Number	Tree Name	Size DBH "	Permit Required	Removal	Reason
1	Mulberry	24	yes	Approved	50% dead will not revive
2	Hickory	19	yes	Denied	Tree is healthy
3	Red Maple	19	yes	Approved	Tree is dead

DBH - diameter at 4.5' above ground level

PLANTING SCHEDULE

TREES

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
FG	1	Fagus grandifolia	American Beech	2.5" cal.	Heavy full head
PA	1	Platanus x acerifolia	London Plane Tree	2.5" cal.	Heavy full head
QC	1	Quercus coccinea	Scarlet Oak	2.5" cal.	Heavy full head

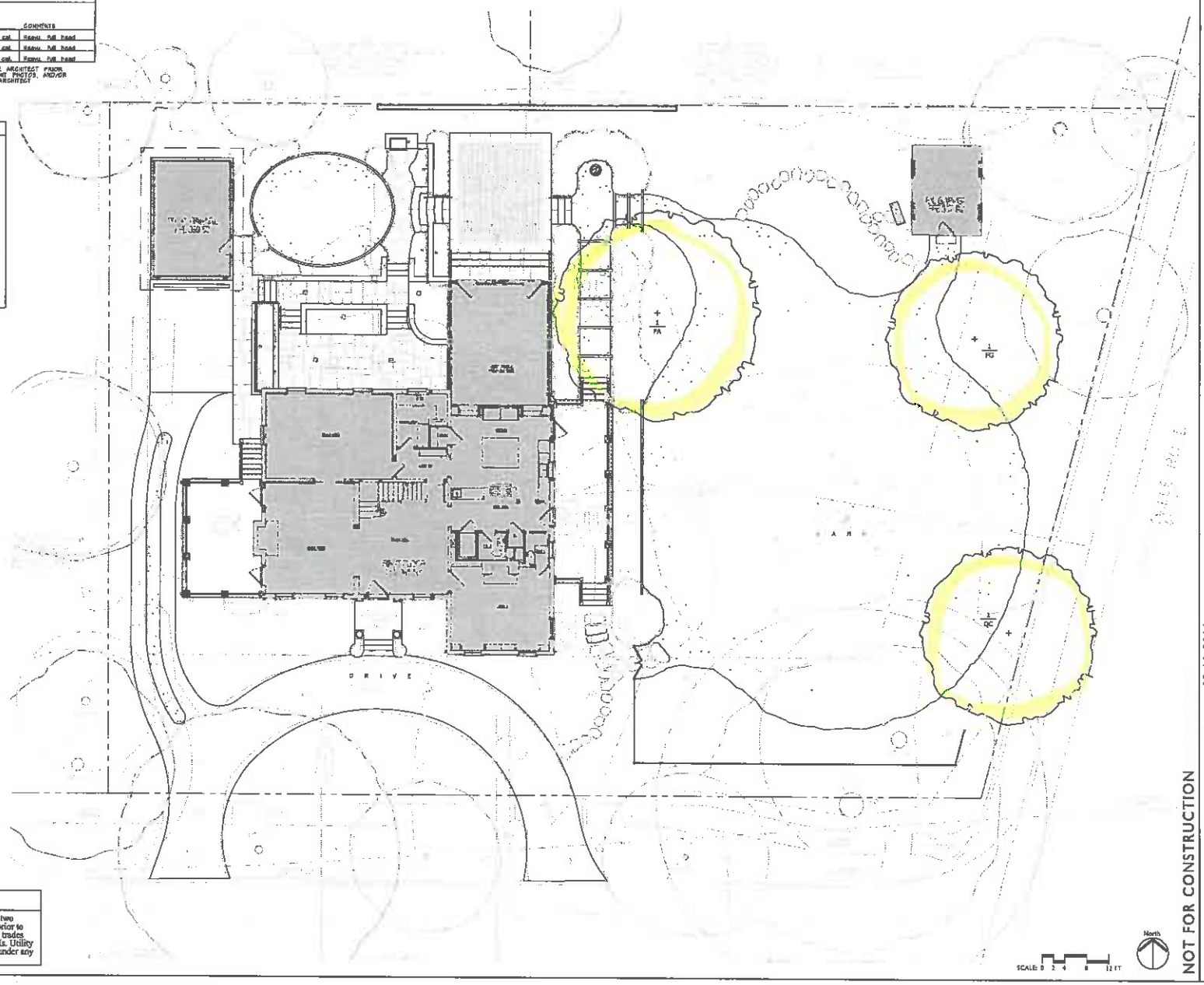
*ALL PLANT MATERIAL SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. CONTRACTOR TO PROVIDE SAMPLES, SUBMIT PHOTOS, AND/OR COORDINATE NURSERY VISITS AS NEEDED FOR LANDSCAPE ARCHITECT APPROVALS.

LEGEND

EXISTING TREE

PROPOSED DECIDUOUS REFORESTATION TREE

X / XX — PROPOSED TREE CALLOUT



CALL BEFORE YOU DIG

Notify "MISS UTILITY" at 1-800-257-7777 at least two working days, but not more than ten working days, prior to commencement of any land disturbing activities. All trades working on the site are required to open their own Ms. Utility ticket. By law, all trades are no longer able to work under any other tradesman or contractors ticket.

NOT FOR CONSTRUCTION

LE-0.1

REFORESTATION PLAN

JOB NO. 1327

SCALE: 1/8" = 1'-0"

DATE 05-11-2016

LLOYD RESIDENCE

12 EAST LEMOX STREET

CHEVY CHASE, MD 20850

arentz

LANDSCAPE ARCHITECTS, LLC

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GENERAL NOTES

ZONING DATA

TOTAL AREA COVERED BY BUILDINGS = 3,011 SQ. FT. (MCCO)

TOTAL AREA COVERED BY BUILDINGS = 4,480 SQ. FT. (CCV)

MEAN HEIGHT OF ADDITION FROM AVERAGE GRADE = 11.08 FEET ±

HEIGHT OF ADDITION TO PEAK FROM AVERAGE GRADE = 15.48 FEET ±

PROP. HEIGHT OF GARAGE TO HIGHEST POINT = 15.1 FEET (CCV)

VICINITY MAP

PROFESSIONAL ENGINEER CERTIFICATION

03/30/2016 Curt A. Schreffler

CURT A. SCHREFFLER, PE

OFFSITE DRAINAGE PATTERNS

THIS PLAN WAS PREPARED FOR THE REVIEW AND APPROVAL OF CHEVY CHASE VILLAGE, THE REAR PATIO MUST BE CONSTRUCTED PER THE PERMEABLE PAVING DETAIL PROVIDED HEREON, AND THE DRIVEWAY ALIGNMENT, WIDTH, AND LAYOUT MUST BE CONSTRUCTED AS ILLUSTRATED ON THIS APPROVED PLAN.

OWNER/APPLICANT

BUILDER

ARCHITECT

LANDSCAPE ARCHITECT

LEGEND

TREE CANOPY REQUIREMENTS

ROADSIDE TREE REQUIREMENTS

FRONT YARD PARKING AREA COVERAGE

TOPSOIL NOTE

UTILITY INFORMATION

*

7 PERMEABLE PAVING DETAIL

15 EAST LENOX STREET
PT. LOT 1, LOT 2, & LOT 3, BLOCK 44
CHEVY CHASE, SECTION 2
-CHEVY CHASE VILLAGE-
BUILDING PERMIT SITE PLAN

15 EAST LENOX STREET, CHEVY CHASE, MD 20815

PART OF LOT 1, LOT 2 & LOT 3, BLOCK 44

CHEVY CHASE, SECTION 2

BETHESDA (7TH) ELECTION DISTRICT, MONTGOMERY COUNTY, MARYLAND

CHEVY CHASE VILLAGE
BUILDING PERMIT SITE PLAN

DATE	02/2016
PROJECT	15-360
	JMO
	JMO
	CAS
SCALE	1"=10'

CAS ENGINEERING

CIVIL • SURVEYING • LAND PLANNING

CCV BPSP
1 OF 1

Consent Agenda
Tree Removal Appeal Case A-2238

Removal of one 11-inch diameter and one 14-inch diameter Walnut tree located in the rear yard of the property.

Ms. Aimee & Mr. William Burck
104 East Melrose Street

Figure 2: View of the 11" diameter Walnut tree located in the rear yard of 104 East Melrose Street.

Figure 1: View of 14" diameter Walnut tree in the rear yard of 104 East Melrose Street.

To:	Chevy Chase Village Board of Managers
From:	Laura Billings
Date:	June 9, 2016
Re:	**TOB Report Regarding Case A-2238** Mr. William & Ms. Aimee Burck, 104 East Melrose Street Removal of one 11-inch diameter and one 14-inch diameter Walnut tree from the rear yard of the property.

Mr. and Mrs. Burck wish to remove one 11-inch and one 14-inch diameter Walnut tree from the rear yard of the property as part of a proposed addition and construction of a swimming pool at their property. The Village consulting arborist determined that the trees do not meet any of the criteria which would allow them to be approved for removal by an administratively issued Tree Removal Permit. Mr. and Mrs. Burck duly filed an appeal of the Village Manager's decision to deny removal of the Walnut trees and were referred to the Tree Ordinance Board. The Applicants have expressed a willingness to reforest.

I contacted the closest neighbors (where possible) about the proposed removal. The neighbor immediately abutting the Property to the rear (south) expressed concern that the removals and grinding of the stumps might adversely impact his own trees. At a site meeting with the Applicants and their landscape architect, Mr. Richard Arentz, the project and process were reviewed and the resident seemed reassured that the removals would not cause harm as long as proper methods of removal were practiced. The neighbor subsequently submitted an email stating that they do not object to removal of the trees. No neighbor opposed removal.

The three members of the TOB inspected the trees and potential sites for reforestation. Said trees will be chosen from the Village's approved list of canopy trees, and will be hardwood deciduous trees of at least 2 ½" caliper at installation which will grow to a mature height of 45 feet.

I believe that the foregoing reflects a reasonable resolution of the issues in a manner consistent with Village Board policies.

Submitted by:
Laura Billings
Chairperson
Tree Ordinance Board

Property Address: **104 East Melrose Street**

REFORESTATION CONSENT AGREEMENT

RECITALS

This Consent Agreement ("Agreement") is entered into by CHEVY CHASE VILLAGE, ("Village"), a Maryland municipal corporation and Mr. William Anthony Burck and Ms. Aimee Burck, (collectively "OWNER"), the owners of Lot 14, Block 45, in the subdivision known as Section 2, CHEVY CHASE, as per plat thereof recorded in Plat Book 45 at Plat Number 3417, among the Land Records of Montgomery County, Maryland (the "Property").

The Owner has requested a permit from the Village Manager under Section 17-3 of the Village Code to remove one eleven (11)-inch diameter Walnut tree and one fourteen (14)-inch diameter Walnut tree, hereinafter referred to as the "Subject Trees", (the trunk of which measures more than 24 inches in circumference at 4-½ feet above ground and therefore requires a permit for removal) located in the rear yard of the Property as indicated on the plan attached hereto as Exhibit A. The Owner seeks to remove the Subject Trees in order to construct an addition and a swimming pool and install a landscape plan, hereinafter referred to as the "Proposed Work". The Village Manager denied the permit for failure to meet any of the conditions set forth in Section 17-3.

The Owner has appealed the denial of the permit. The appeal was considered under the criteria set by Section 17-5 of the Village Code, by the Tree Ordinance Board ("TOB"), which has issued its recommendation.

The TOB, after following the requirements for notice to confronting and abutting owners and the Village Tree Committee concluded that the Proposed Work was a legitimate reason for removing the Subject Trees, that it was necessary to remove the trees to construct the Proposed Work, and that the trees

proposed to be removed were not by reason of age, size or outstanding qualities, including uniqueness, rarity or species specimen, of such nature as to require preservation.

Based on the foregoing, the TOB provided its recommendation, which has been accepted by the Board of Managers. The Board has decided that it is in the public interest to grant the Owner's appeal, on condition that the Owner first obtain all applicable Montgomery County Building Permits for the proposed work and sign this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and obligations herein contained, One Dollar ($1.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Owner hereby agree and covenant as follows:

1. The Owner will obtain any applicable permit(s) to construct the Proposed Work and submit to the Village Manager a construction contract for the same prior to issuance of the Tree Removal Permit.
2. The Village, after the issuance of the aforesaid permit and receipt of the aforesaid construction contract for the Proposed Work, will grant a permit to the Owner for the purpose of removing the Subject Trees described above and located as indicated on Exhibit A promptly after the effective date of this Agreement.
3. The Owner agrees to reforest within six months from the close-out date of the Chevy Chase Village Building Permit(s) associated with the proposed work by planting three (3) Reforestation Trees (or variety thereof) of at least 2-½ inches in caliper in a location on the Property to be determined in consultation with the Tree Ordinance Board and to replace such tree(s) if they become diseased or die within two years of the effective date of this Agreement. The Owner further agrees to notify the Village Manager when the trees have been planted.
4. Any changes or modifications to the Reforestation Plan shall require the further written consent of the Village, which may be withheld in the Village's sole discretion.

5. The Owner acknowledges that compliance with this Consent Agreement is necessary for the protection of the public health, safety and welfare of the residents of the Village and acknowledge and agree, in the event of Owner's breach of this Agreement, that the Village would not have an adequate remedy at law, and the Village shall be entitled to specific performance of the Owner's obligations and to injunctive relief related thereto without posting a bond or proving actual damages, in addition to any other remedies which may be available. The Owner further agrees that the costs incurred by the Village to enforce the Agreement, including legal expenses, shall be charged to the Owner and may be assessed against the Owner's property along with property taxes. The Owner further agrees not to contest any action brought by the Village to obtain specific performance and injunctive relief under this Agreement.

6. The Owner also acknowledges that the Village and the public residing in the Village would incur substantial damages in the event of Owner's breach of the requirements of this Agreement, including, but not limited to, the costs of staff time, arborist time, and other expenses incurred in enforcing this Agreement and the diminution of the Village's tree canopy. The parties recognize the difficulty in computing actual damages and, accordingly, agree to liquidated damages for the aforesaid costs, delay, and harm to the public. The parties acknowledges that liquidated damages of $1,000.00 are a reasonable estimate, at the time of the execution of this Agreement, of the damages to the Village and the public that will likely occur as a result of the Owner's failure to perform their obligations under this Agreement. The Owner acknowledges that the liquidated damages agreed to are not a penalty and that they, along with any costs incurred by the Village, including legal expenses, may be assessed against the Property along with property taxes.

7. The Owner shall be jointly and severally liable for their obligations hereunder and expressly waive any right to a jury trial.

8. The effective date of this Consent Agreement is the date the Village Manager signs the Agreement signifying that she has been informed by the Village Board of Managers that the Consent Agreement has been approved.

OWNER:

CHEVY CHASE VILLAGE

_____
Aimee Burck

By: _____
Shana R. Davis-Cook, Village Manager

_____
William Anthony Burck

Date: _____

Chevy Chase Village

Statement of Appeal for Tree Removal Permit

Subject Property:
104/108 East Melrose Street

Briefly Describe the Proposed Tree Removal (provide additional detail on following pages):
The applicant proposes the removal of an 11" caliper Walnut tree and a 14" caliper Walnut tree at the rear property line as part of the development plan for the rear garden. These trees are detrimental to other plants and trees and will there for impair the health of new trees and plantings for screening which would benefit both the applicant and their neighbors. Please refer to the attached letter from the consulting arborist for further explanation of the negative effects of Walnut trees on surrounding vegetation.

Applicant Name(s) (List all property owners):
William and Aimee Burck

→ Daytime telephone: 202-538-1868 Cell:

→ E-mail: burckfam@yahoo.com

Address (if different from property address):
→ 104/108 East Melrose Street

For Village staff use:
Date this form received: 5/16/16 Tree Removal Permit Appeal No: 2238

Filing Requirements:

(Application will not be accepted or reviewed until the application is complete.)

- [x] Completed *Chevy Chase Village Statement of Appeal for Tree Removal Permit* (this form)
- [x] Denied *Chevy Chase Village Tree Removal Permit Application*
- [x] *Chevy Chase Village* Tree Inspection Report from Village Arborist
- [x] Surveys, plats, landscaping plans/specifications, or other accurate drawings showing boundaries, dimensions, and area of the property, as well as the location and dimensions of all structures/fences/walls/etc. and the tree(s) sought to be removed.
- [ ] Appeal fee (See fee schedule in Chapter 6 of the Village Code).

Affidavit

I hereby certify that I have the authority to submit the foregoing appeal, that all owners of the property have signed below, that I have read and understand all requirements and that I or an authorized representative will appear at the scheduled public hearing in this matter. I hereby authorize the Village Manager, or the Manager's designee, the Board of Managers, and members of the Village Tree Committee, to enter onto the subject property for the purposes of assessing the site in relation to this appeal. I hereby declare and affirm, under penalty of perjury, that all matters and facts set forth in the foregoing statement are true and correct to the best of my knowledge, information and belief.

→ **Applicant's Signature:** _____ **Date:** 5/13/16

→ **Applicant's Signature:** Aimee Burck **Date:** 5/13/16

Describe the basis for the appeal (attach additional pages as needed)

Describe the reasons why the tree removal would not adversely affect the public health, safety or welfare nor the reasonable use of adjoining properties:

Please refer to the attached letter from the consulting arborist for the negative impacts walnut trees have on surrounding vegetation. The applicant desires to replace the two trees with (7) new trees which will benefit the public health and welfare.

Describe the reasons why the tree removal would not substantially impair the intent and purpose of Chapter 17 of the Chevy Chase Village Code, entitled *Urban Forest*:

Please refer to the attached letter from the consulting arborist which describes the negative impacts of walnut trees on surrounding vegetation and in turn the wider urban forest.

Describe whether the tree exhibits any of the following criteria: (i) is diseased beyond restoration, insect infested beyond restoration, or injured beyond restoration; (ii) is dead or dying, or in danger of falling; (iii) constitutes a hazard to the safety of persons; (iv) constitutes a hazard to the safety of property; (v) constitutes a hazard and threatens injury to, or would have a negative effect on the health of other trees; (vi) is injurious to or creates a condition injurious to the health of a person, certified to by a qualified medical practitioner:

Walnut trees have a negative effect on the health of other trees.

Describe the reasons for wanting to remove or destroy the tree(s):

In order to plant new material at the property line in the form of trees and screening that will benefit both the applicant and the neighbors.

Describe the reasons, if any, cited by residents who are either in favor of or in opposition to the issuance of the requested tree removal permit:

If the desired tree clearing is necessary to achieve proposed development, construction or land use otherwise permitted under the Village Code, describe the proposed project and/or land use and any reason(s) why there is no reasonable alternative to the tree removal:

As described above and in the attached letter, the presence of the walnut trees will impair the growth and health of proposed plantings and limit the garden's contribution to the wider urban forest.

Describe any proposed reforestation and whether the proposed reforestation includes any trees that meet the Village standards for reforestation (i.e., deciduous hardwood trees that are least 2 ½ inches in caliper at the time of installation and of a species that achieves a mature height of at least 45 feet):

The applicant proposes (7) trees to be installed at 2.5" caliper including (1) Yellowwood, (2) American Beech, (1) Black Gum, (1) London Plane Tree , and (2) Scarlet Oak. See attached Reforestation Plan.

Describe any hardship that would result if the requested tree removal is denied:

New landscaping and trees installed in the vicinity of the Walnuts will perform poorly and/or fail due the toxicity of the Walnut trees as described in the attached letter from the consulting arborist.

Describe the reasons why preserving the tree(s) is not desirable because of the age, size or outstanding qualities, including uniqueness, rarity or species specimen, of the tree(s):

These trees do not exhibit any outstanding qualities and in fact would be detrimental to new landscaping and trees.

Describe any other relevant matters that you believe would promote fairness and justice in deciding this appeal:

As shown in the attached reforestation plan, the applicant wishes to replace the two subject trees with seven new trees which will contribute significantly to the urban forest for years to come.

In authorizing a Tree Removal Permit as a result of this appeal, the Chevy Chase Village Board of Managers may require such conditions, terms or restrictions as it deems necessary in order to protect the public, health, safety or welfare, the reasonable use of adjoining properties and that will substantially effectuate the purpose and intent of Chapter 17 of the Chevy Chase Village Code.

Appeal Fee: $250.00	**Checks Payable To:**	**Chevy Chase Village** **5906 Connecticut Ave.** **Chevy Chase, MD 20815**
Fee Paid: **Date Paid:**	**Staff Signature:** **Date:**	

Thrive
Plant health care solutions.

May 9, 2016

Burck Residence
104 & 108 East Melrose Street
Chevy Chase, MD 20815

RE: Black walnut (*Juglans nigra*) and Alleopathy

To Whom it May Concern:

The Black *Walnut (juglans nigra)* is a native tree to Maryland. However this tree puts out a toxin called 'alleopathy' that refers to the relationship between plants in which one plant produces a substance that inhibits the growth of sensitive plants nearby.

From the Morton Arboretum web site: Black walnuts produce a chemical called juglone, which occurs naturally in all parts of the tree, especially in the buds, nut hulls, and roots. The leaves and stems contain smaller quantities of juglone, which is leached into the soil after they fall. The highest concentration of juglone occurs in the soil directly under the tree's canopy, but highly sensitive plants may exhibit toxicity symptoms beyond the canopy drip line. Because decaying roots can release juglone, toxicity may occur for several years after a tree has been removed.

Because of this toxin the Black Walnut is not desirable in the landscape. It is difficult to grow other plants including vegetables, shrubs and other trees within the reach of the walnuts roots.

For these reasons we the Black Walnut is not desirable in the landscape.

Should you have any questions or wish to discuss in further detail please do not hesitate to contact me at (703)709-0007 or ron@thrivinglandscapes.com

Respectfully,

Ron Rubin

ISA Certified Arborist #0057
MD Licensed Tree Expert #000588
American Society of Consulting Arborists
ISA Certified Tree Risk Assessor
TCIA Certified Tree Care Safety Professional
Certified Pesticide Applicator MD/VA/DC

Feather & Assoc.
Tolbert V. Feather, Ph.D.
Advisors for: Landscape Development
Landscape Management, Plant Pest Management

Chevy Chase Village
5906 Connecticut Avenue
Chevy Chase, MD 20815

March 28, 2016

Tree Protection Plan – 104 - 108 East Melrose Street

The demolition (108) and building permit (104 - 108) are issued on condition that the Owner complies with tree preservation plan shown on the attached sheet and as stated below.

Attached is a map of the tree protection plan for the residence 104 -108 East Melrose Street

Tree protection shall include:

1. The tree protection fencing shall be installed in the locations shown on the plan. The street trees shall be protected. Tree preservation fencing shall delineate the tree protection zones. Tree preservation fencing shall be 4' tall wire mesh supported with steel stakes no less than 8' apart.

2. Silt fencing shall follow tree protection fencing.

3. The Owner/Contractor shall inform all workers on site that the tree preservation zones shall not be entered. Neither materials nor equipment shall be stored within the tree preservation zones. No grading shall be done within the tree preservation zones. The grading outside of the tree preservation zones shall not be changed to divert and collect water within tree preservation zones.

4. Note that the plan, as drawn, cannot be built unless the black walnut is removed along the back yard wall at 108 E. Melrose St.

5. The Chevy Chase Village office shall be notified if there is any change in the construction plans that would impact the protected trees.

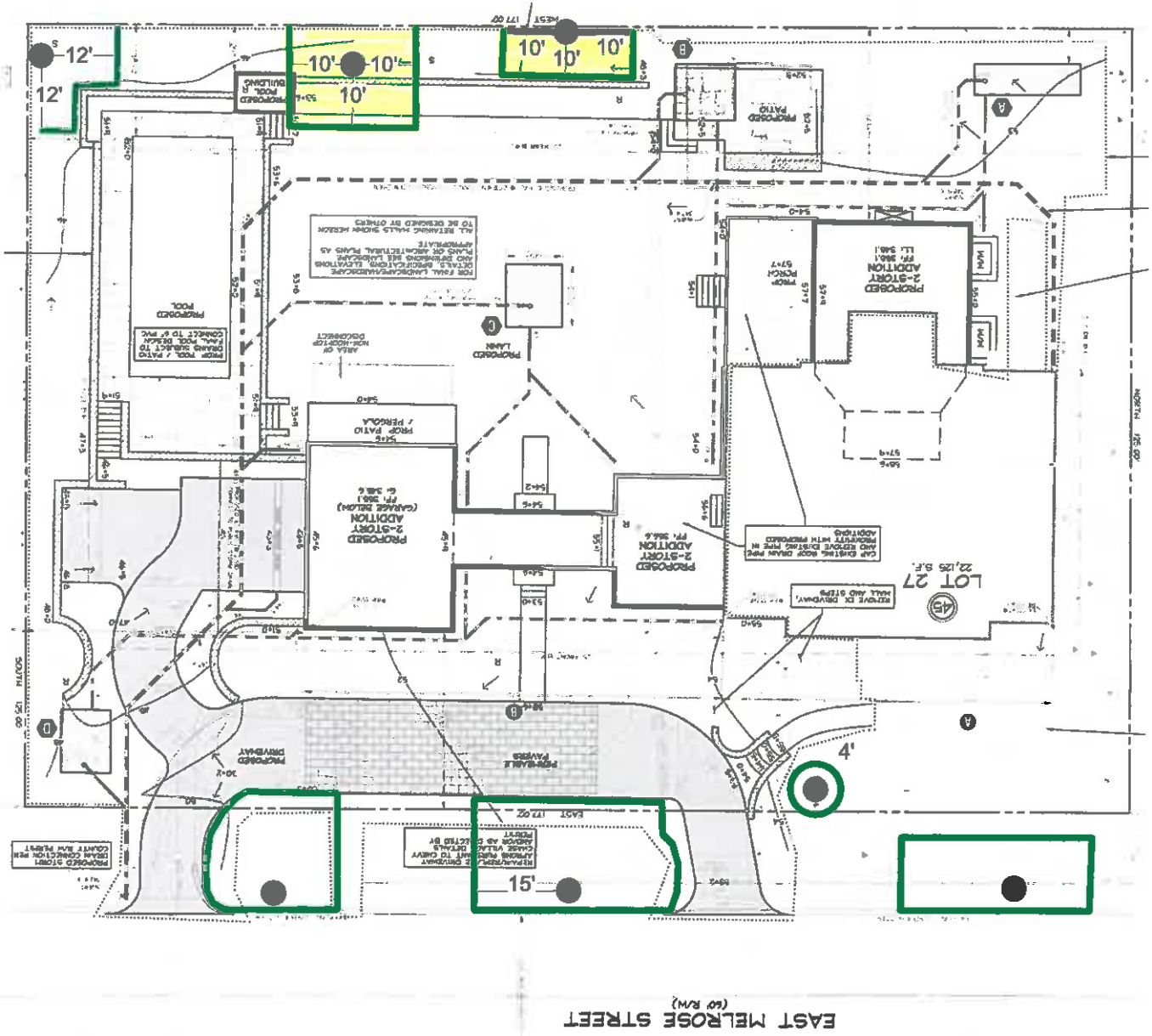
6. If excavation (outside of the tree preservation zone) exposes roots on protected trees, the damaged roots shall be cleanly cut before backfilling the excavation.

7. The Owner/Contractor shall maintain the fencing until the construction is complete. The fencing may be removed for preparation and installation of new landscaping.

7826 Spout Spring Rd., Frederick, MD 21702, tfeather@xecu.net, 240 271 6749, Fax (301) 695-7983
MD Tree Expert License#880, ISA Certification #PD-0715, MD Pesticide Applicator#2070-5937

Chevy Chase Village
Tree Protection Plan
104 E. Melrose

Feather and Assocaites
March 28, 2016
Scale 1" = 25'



Tree Protection Fencing

PLANTING SCHEDULE

TREES

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
CK	1	Cladrastis kentuckea	Yellowwood	2.5" cal.	Specimen, full head
FG	2	Fagus grandifolia	American Beech	2.5" cal.	Heavy, full head
NS	1	Nyssa sylvatica	Black Gum	2.5" cal.	Heavy, full head
PA	1	Platanus x acerifolia	London Plane Tree	2.5" cal.	Heavy, full head
QR	2	Quercus rubra	Red Oak	2.5" cal.	Heavy, full head

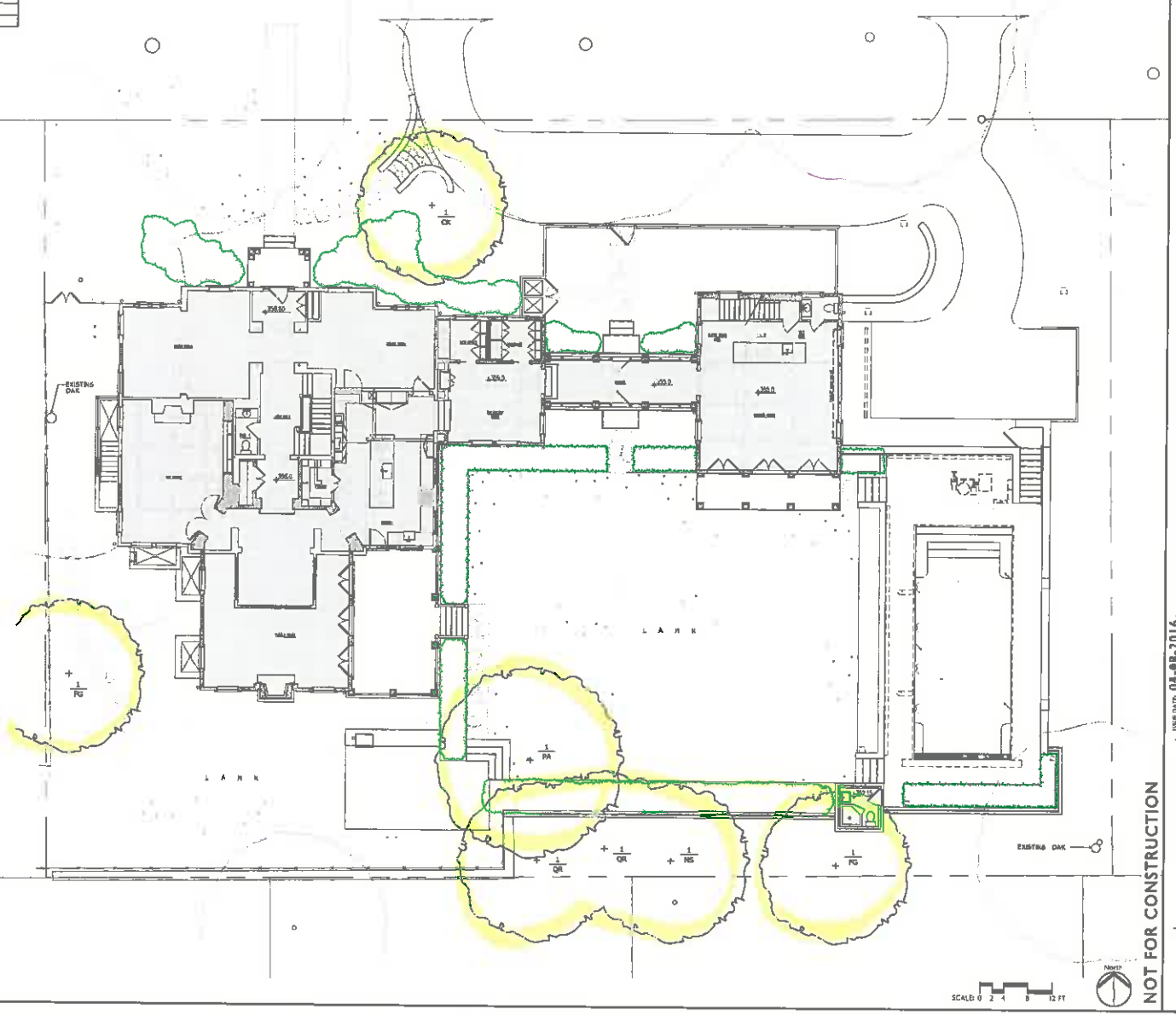
*ALL PLANT MATERIAL SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. CONTRACTOR TO PROVIDE SAMPLES, SUBMIT PHOTOS, AND/OR COORDINATE NURSERY VISITS AS NEEDED FOR LANDSCAPE ARCHITECT APPROVALS.

LEGEND

EXISTING TREE

PROPOSED DECIDUOUS REFORESTATION TREE

X/XX PROPOSED TREE GALLONT



CALL BEFORE YOU DIG

Notify "MISS UTILITY" at 1-800-257-7777 at least two working days, but not more than ten working days, prior to commencement of any land disturbing activities. All trades working on the site are required to open their own Ms. Utility ticket. By law, all trades are no longer able to work under any other tradesman or contractors ticket.

NOT FOR CONSTRUCTION

arentz
LANDSCAPE ARCHITECTS, LLC

BURCK RESIDENCE

ISSUE DATE: 03-08-2016

REFORESTATION PLAN

LE-0.1

JOB NO. 1325

SCALE: 1/8" = 1'-0"

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Chevy Chase Village

Tree Removal Permit Application

Permit No._____

All trees on private property with trunks that measure at least twenty four (24) inches in circumference (or 7.7 inches in diameter) at four and one-half (4½) feet above ground level require a Village permit to be removed.

Property Address: 104-108 East Melrose Street

Resident: William and Aimee Burck

Telephone: 202-538-1868

E-mail: burckfam@yahoo.com

Tree Removal Contractor *(required and must be a Maryland Licensed Tree Expert)*:

Business Name: Thrive Inc.

Owner: Ron Rubin

Address: 45830 Woodland Rd, Sterling, VA 20166

Telephone: 703-709-0007 Fax:

E-mail: ron@thrivinglandscapes.com

MD Dept. of Natural Resources (DNR) Licensed Tree Expert (LTE) No. *(required)*: 001922

For Village office staff use:

Is this property located within the historic district? Yes ☐ No ☒ Staff initials GS

Verification of species pursuant to Sec. 17-3(a)(7): N/A Staff initials GS

Date application submitted to Village Office: _____ Date approved or denied: _____

Village Code Chapter 17. Urban Forest §17-1 and 17-2. Permit Required.
"No person shall remove or destroy, or cause the removal or destruction, of a tree or undertake any action that will substantially impair the health or growth of a tree without first obtaining a permit from the Village Manager. No permit shall be required for normal and reasonable trimming or other tree care designed to maintain the health, shape, or balance of a tree."

Village Code §17-3. Permit Standards.
The Village Manager may issue a permit *only* if at least one (1) of the following conditions applies:

- The tree is diseased beyond restoration, insect infected beyond restoration, or injured beyond restoration;
- The tree is dead or dying, or is in danger of falling;
- The tree constitutes a hazard to the safety of persons;
- The tree constitutes a hazard and threatens injury to property;
- The tree constitutes a hazard and threatens injury to, or would have a negative effect on the health of other trees;
- The tree is injurious to or creates a condition injurious to the health of a person, certified to by a qualified medical practitioner;
- The tree is on a list of tree species of little value, as determined by the Board of Managers after consultation with the Village arborist and Village Tree Committee.

An applicant who is denied a tree removal permit by the Village Manager may appeal that decision to the Board of Managers. Any appeal must be in writing and made within ten (10) days of the permit denial.

Filing Requirements

- Copy of the findings and recommendations report from the Village Arborist or, pursuant to Sec. 17-3(a)(7), Village staff.
- This completed application, including the tree contractor's name, phone number and MD-DNR License No.
- Payment of $25.00 per tree filing fee for a Village Tree Removal Permit application, up to a max. of $175. The fee is waived for trees approved subject to Sec. 17-3(a)(7).

Do you intend to reforest on your property? Yes

REFORESTATION INCENTIVE

Under the new Tree Incentive Program, the Village will reimburse residents for up to half of the total costs to a maximum of $175 for the purchase and planting of qualifying canopy trees on privately owned properties. Additionally, applicants for Tree Removal Permits will be refunded their permit filing fee if they plant a canopy tree within six months of receiving a Village Tree Removal Permit.

By signing below, I understand that no work may be performed until the Village permit is issued and posted to be visible from the street.

Applicant's Signature: _____ **Date:** 5/13/16

Tree Removal Plans (including reforestation plan, if any)	
Proposed removal of (1) 8" Foster Holly at the front yard of 108, (1) 29" White Pine in the left side yard of 104, (1) 14" Black Walnut at the rear property line, and (1) 11" Black Walnut at the rear property line. Proposed reforestation includes (1) Yellowwood, (1) London Plane Tree, (1) Black Gum, (2) Beech , and (2) Red Oak planted at 2 1/2 cal. min. Please see attached Reforestation Plan.	
For Use By Village Manager	Approved with the following conditions:
For Use By Village Manager	Denied for the following reasons:

Filing Fee: $25.00/tree x 4 trees = $ 100.00 (up to $175 max. per application)	**Checks Payable to:** **Chevy Chase Village** **5906 Connecticut Avenue** **Chevy Chase, MD 20815**
Damage Deposit ☐ $_____ ☐ Waived by Village Manager.	Village Manager Signature: Date:
Total Fees + Deposit:	Staff Signature: Date:

Chevy Chase Village

Tree Inspection Request Form

Property Address:
104-108 East Melrose St.

Date this form submitted to Village office:

Resident Name: Aimee Bullock

Phone:

E-mail:

This request initiated by: ☐ Village office staff. ☐ Resident/property owner

- ☐ Inspect tree(s)[1] requested for removal -- are any of conditions in Village Code Sec. 17-3(a) met?
- ☐ Inspect trees[1] on property to determine if a Tree Protection Plan (TPP) is needed for proposed project[2].
- ☐ Pursuant to a Village Bldg Permit application[2], prepare TPP for trees[1] on property [$250 fee]
- ☐ Verify that a TPP has been implemented for Village Building Permit #_____.
- ☐ Follow up on an existing TPP -- is it OK to remove TPP?
- ☐ Village right-of-way/park
- ☐ Other:_____

[1] *Show location of tree(s) on a plat or site plan (or on diagram on reverse, but only if plat unavailable).*
[2] *Attach full description of proposed project.*

Sections below must be completed by Village Arborist:

Tree #1: ☐ Private Property ☐ Village right-of-way
Location: ☐ Rear ☒ Front ☐ Side-L ☐ Side-R
DBH*= 24" Species: Honeysuckle Tag#:_____ ☐ n/a: no tag.
Assessment: _____

Tree #2: ☐ Private Property ☐ Village right-of-way
Location: ☐ Rear ☒ Front ☐ Side-L ☒ Side-R
DBH*= 8 Species: Foster Holly Tag#:_____ ☐ n/a: no tag.
Assessment: Poor Structure, split with crack, hazardous

Tree #3: ☐ Private Property ☐ Village right-of-way
Location: ☐ Rear ☐ Front ☒ Side-L ☐ Side-R
DBH*= 29 Species: White Pine Tag#:_____ ☐ n/a: no tag.
Assessment: Twin upper leaders, very hazardous

(For more trees, please check here ☐ and attach pages: # of extra trees___; # of extra pages___.)

Arborist assessment: Does tree meet any of the conditions in Village Code 17-3 to qualify for removal?

	Removal Approved	Denied	*Is permit required? (i.e, trunk circumference ≥24"?)	Y	N
Tree #1	☐	☐	Tree #1	☐	☒
Tree #2	☒	☐	Tree #2	☒	☐
Tree #3	☒	☐	Tree #3	☒	☐

Arborist/Staff Signature _____ **Date** 3/28/16

Tree #4: ☐ Private Property ☐ Village right-of-way
Location: ☒ Rear ☐ Front ☐ Side-L ☐ Side-R
DBH*=_____ Species: Honeysuckle Tag#:_____ ☐ n/a: no tag.
Assessment: _____

Tree #5: ☐ Private Property ☐ Village right-of-way
Location: ☐ Rear ☐ Front ☐ Side-L ☐ Side-R
DBH*= 6 Species: Norway Maple Tag#:_____ ☐ n/a: no tag.
Assessment: under 24" circumference

Tree #6: ☐ Private Property ☐ Village right-of-way
Location: ☒ Rear ☐ Front ☐ Side-L ☐ Side-R
DBH*= 14 Species: Black Walnut Tag#:_____ ☐ n/a: no tag.
Assessment: Healthy

Tree #7: ☐ Private Property ☐ Village right-of-way
Location: ☒ Rear ☐ Front ☐ Side-L ☐ Side-R
DBH*=_____ Species: Honeysuckle Tag#:_____ ☐ n/a: no tag.
Assessment: _____

Tree #8: ☐ Private Property ☐ Village right-of-way
Location: ☒ Rear ☐ Front ☐ Side-L ☐ Side-R
DBH*= 11 Species: Black Walnut Tag#:_____ ☐ n/a: no tag.
Assessment: Healthy

Tree #9: ☐ Private Property ☐ Village right-of-way
Location: ☒ Rear ☐ Front ☐ Side-L ☐ Side-R
DBH*=_____ Species: Honeysuckle Tag#:_____ ☐ n/a: no tag.
Assessment: _____

Tree #10: ☐ Private Property ☐ Village right-of-way

Location: ☐ Rear ☐ Front ☐ Side-L ☐ Side-R
DBH*=_____ Species: _____ Tag#:_____ ☐ n/a: no tag.
Assessment: _____

(For more trees, please check here ☐ and attach pages: # of extra trees___; # of extra pages___.)

Arborist assessment: Does tree meet any of the conditions in Village Code 17-3 to qualify for removal?

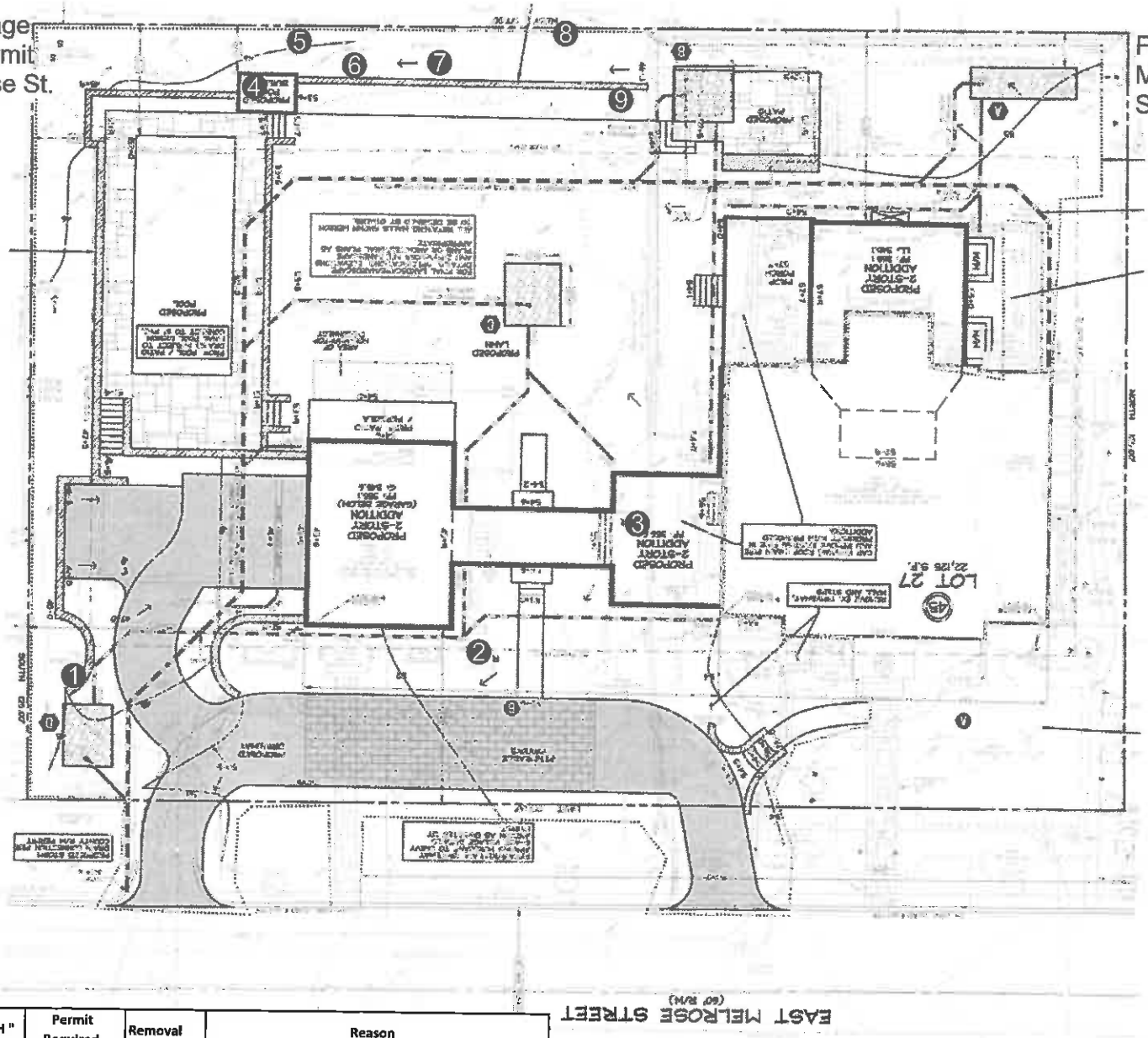
Removal	Approved	Denied
Tree #4	☐	☐
Tree #5	☐	☐
Tree #6	☐	☒
Tree #7	☐	☐
Tree #8	☐	☒
Tree #9	☐	☐
Tree #10	☐	☐

*Is permit required? (i.e, trunk circumference ≥24"?)	Y	N
Tree #4	☐	☒
Tree #5	☐	☒
Tree #6	☒	☐
Tree #7	☐	☒
Tree #8	☒	☐
Tree #9	☐	☒
Tree #10	☐	☐

Arborist/Staff Signature _____ **Date** 7/26/16

Chevy Chase Village
Tree Removal Permit
104-108 E. Melrose St.

Feather and Associates
March 28, 2016
Scale 1" = 25'



Tree Number	Tree Name	Size DBH "	Permit Required	Removal	Reason
1	Honeysuckle	NA	no	NA	
2	Foster Holly	8	yes	Approved	Poor structure, split with crack at the base, hazardous
3	White Pine	29	yes	Approved	Twin upper leaders, hazardous
4	Honeysuckle	NA	no	NA	
5	Norway Maple	6	no < 24" Circm	NA	
6	Black Walnut	14	yes	Denied	Healthy
7	Honeysuckle	NA	no	NA	
8	Black Walnut	11	yes	Denied	Healthy
9	Honeysuckle	NA	no	NA	

DBH - diameter at 4.5' above ground level, NA not applicable, Circm - Circumference

A-6944
Variance Request

Maintain an outdoor gas fireplace that was constructed and which encroaches one foot, two inches (1'- 2") into the east (rear) yard setback.

Ms. Heather A. Salko Selingo &
Mr. Jeffrey J. Selingo
205 Primrose Street

June 13, 2016 Board Meeting

CHEVY CHASE VILLAGE
BOARD OF MANAGERS
JUNE 13, 2016 MEETING

STAFF INFORMATION REPORT

TO: BOARD OF MANAGERS

FROM: ELLEN SANDS, PERMITTING AND CODE ENFORCEMENT COORDINATOR

DATE: 6/7/2016

SUBJECT: HEARING OF CASE NO. A-6944 VARIANCE REQUEST
MS. HEATHER A. SELINGO SALKO & MR. JEFRREY J. SELINGO, 205 PRIMROSE STREET
MAINTAIN AN OUTDOOR GAS FIREPLACE THAT WAS CONSTRUCTED AND WHICH ENCROACHES ONE FOOT, TWO INCHES (1'- 2") INTO THE REAR YARD SETBACK

NOTICE REQUIREMENTS: Abutting Owners; Public Notice

APPLICABLE CHEVY CHASE BUILDING REGULATION:

The Chevy Chase Village Code Sec. 8-16 (g) states:
No part of any building or structure shall be erected or maintained within seven (7) feet of the side or rear lot lines, nor within ten (10) feet of the nearest adjacent dwelling...

APPLICABLE COVENANTS:

"...no part of any house or structure appurtenant thereto shall be erected or maintained within five (5) feet of the side lines of premises hereby conveyed nor within ten feet of the nearest house." [The fireplace is not within ten feet of the nearest house and no rear yard setback is stipulated in the covenants.]

FACTUAL AND BACKGROUND INFORMATION:

The property is located on the east side of Primrose Street.

The Applicants obtained Building Permit #6901 to replace a brick patio with a flagstone patio in the same location and to add a seat wall along the south side of the patio, acting as a retaining wall.

While on routine code enforcement visit to the property observing construction of the permitted work, staff observed that the gas fireplace had been constructed and that it appeared to encroach into the seven foot rear yard setback.

To date there has been no correspondence received either in support of or in opposition to the request.

The Village arborist has assessed the property. No trees are proposed for removal. Construction of the portico can be accommodated through a Tree Protection Plan.

Applicable Fees: Building Permit Application: $30; Variance Application Fee: $300.

Figure 1: Looking south. The replacement of the brick patio with flagstone in the same location and the seat wall were approved pursuant to permit #6901. The fireplace was not depicted in or part of that permit.

RELEVANT PRECEDENTS:

In May 2014 Mr. & Mrs. Dean D'Angelo of 5810 Connecticut Avenue were **granted** permission to maintain a pizza oven (which had been partially constructed before work was stopped by Code enforcement staff) and which encroached one foot, four inches (1'-4") into the side (south) yard setback of the Property. In that case an unauthorized modification to a previously approved plan and permit created the encroachment. That case is slightly different in that the pizza oven was located in the side yard of the property, rather than the rear yard, but it is the same Code provision and was similar in that it was an unapproved modification to a plan creating an encroachment of a structure into the side or rear setback. In January of 2012, Mr. and Mrs. Tony Everett of 3 Newlands Street, were **granted** a variance to construct a koi pond with a seat wall, and a portion of the seat wall encroached six feet into the rear yard setback. In that case, "ponds" were not regulated, and the seat wall, if it were simply a freestanding wall, would have been subject to the regulations for walls, however since the

seat wall was part of the structure of the koi pond it was considered a "structure" and was subject to the setback requirements.

Findings Required:

1. The proposed variance is required because special conditions exist whereby the enforcement of the requirements of the Village Building Code would result in an unwarranted hardship and injustice to the owner.
2. The proposed variance will most nearly accomplish the intent and purpose of the requirements of the Village Building Code; and
3. Except for variances from the requirements of Sections 8-21 [fences], 8-26 [driveways] or Chapter 25 [public rights-of-way] of the Village Regulations, the structure authorized by the proposed variance would not violate any covenant applicable to the property.

Draft Motion

I move to APPROVE/DENY the variance request in Case A-6944 on the basis that the evidence presented, including the Staff Report, demonstrates that the applicable requirements for approval of the variance HAVE/HAVE NOT been met. Staff is directed to draft a decision based on this evidence, including findings of fact and conclusions, APPROVING/DENYING the variance request.

CHEVY CHASE VILLAGE
NOTICE OF PUBLIC HEARING

Please take notice that the Chevy Chase Village Board of Managers will hold a public hearing on the 13th day of June, 2016 at 7:30 p.m. The hearing will be held at the Chevy Chase Village Hall at 5906 Connecticut Avenue in Chevy Chase, Maryland.

APPEAL NUMBER A-6944
MR. JEFFREY J. SELINGO &
MS. HEATHER A. SALKO SELINGO
205 PRIMROSE STREET
CHEVY CHASE, MARYLAND 20815

The applicants seek a variance from the Board of Managers pursuant to Sec. 8-9 of the Chevy Chase Village Building Code to maintain an outdoor gas fireplace that was constructed and which encroaches one foot, two inches (1'- 2") into the rear yard setback.

The Chevy Chase Village Code Sec. 8-16 (g) states:

> No part of any building or structure shall be erected or maintained within seven (7) feet of the side or rear lot lines, nor within ten (10) feet of the nearest adjacent dwelling...

Additional information regarding this case may be obtained at the Chevy Chase Village Office between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, may be viewed on the Village website at www.chevychasevillagemd.gov or you may contact the office for this information to be mailed to you.

This notice was mailed and emailed (where possible) to abutting and confronting property owners on the 2nd day of June, 2016.

Chevy Chase Village Office
5906 Connecticut Avenue
Chevy Chase, Maryland 20815
301-654-7300

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CHEVY CHASE VILLAGE
ESTABLISHED 1890

June 2, 2016

Mr. & Mrs. Jeffrey Selingo
205 Primrose Street
Chevy Chase, MD 20815

Dear Mr. & Mrs. Selingo:

Please note that your request for a variance to maintain the outdoor gas fireplace that was constructed in the rear yard at your property is scheduled before the Board of Managers on Monday, June 13, 2016 at 7:30 p.m.

Either you or another representative must be in attendance to present your case. At that time, additional documents may be introduced and testimony can be provided in support of the request.

For your convenience, enclosed please find copies of the Public Hearing Notice and mailing list. Please contact the Village office in advance if you are unable to attend.

Sincerely,

Ellen Sands
Permitting and Code Enforcement
Chevy Chase Village

Enclosures

CHEVY CHASE VILLAGE
5906 Connecticut Avenue
Chevy Chase, Maryland 20815
Phone (301) 654-7300
Fax (301) 907-9721
ccv@montgomerycountymd.gov
www.chevychasevillagemd.gov

BOARD OF MANAGERS
MICHAEL L. DENGER, *Chair*
ELISSA A. LEONARD, *Vice Chair*
RICHARD M. RUDA, *Secretary*
DAVID L. WINSTEAD, *Assistant Secretary*
GARY CROCKETT, *Treasurer*
ROBERT C. GOODWIN, JR., *Assistant Treasurer*
MINH LE, *Board Member*

VILLAGE MANAGER
SHANA R. DAVIS-COOK

LEGAL COUNSEL
SUELLEN M. FERGUSON

MAILING LIST FOR APPEAL A-6944

MS. HEATHER A. SELINGO SALKO &
MR. JEFFREY J. SELINGO
205 PRIMROSE STREET
CHEVY CHASE, MD 20815

Adjoining and confronting property owners	
Mr. & Ms. Tom Loughney Or Current Resident 203 Primrose Street Chevy Chase, MD 20815	Mr. & Mrs. Ioannis Kessides Or Current Resident 207 Primrose Street Chevy Chase, MD 20815
Mr. & Mrs. Gerard Martin Or Current Resident 202 Primrose Street Chevy Chase, MD 20815	Mr. & Ms. Evgeny Bakhtin Or Current Resident 204 Primrose Street Chevy Chase, MD 20815
Mr. & Mrs. Ivo Spalatin Or Current Resident 206 Primrose Street Chevy Chase, MD 20815	

I hereby certify that a public notice was emailed (where possible) and mailed to the aforementioned property owners on the 2nd day of June 2016.

Ellen Sands
Permitting and Code Enforcement Coordinator
Chevy Chase Village
5906 Connecticut Avenue
Chevy Chase, MD 20815

Chevy Chase Village

Application for a Variance

A variance is permission granted by the Board of Managers pursuant to, and subject to, the conditions of Sec. 8-9(c) of Chapter 8 to construct, install, remove or alter a structure or planting, or take any other action that does not otherwise meet the requirements of the Chapter. Except as provided in Sec. 8-11 a variance can be granted only by the Board of Managers.

Subject Property: 205 Primrose Street
Describe the Proposed Project: To maintain a gas fireplace which was constructed on the patio.
Applicant Name(s) (List all property owners): Jeffrey J. Selingo and Heather Salko Selingo
Daytime telephone: Cell: 202-997-3385
E-mail: jeff@selingo.com
Address (if different from property address):
For Village staff use: Date this form received: 5/17/16 Variance No: A-6944

Filing Requirements:

Applications will be reviewed for satisfaction of all requirements and are not considered complete until approved as such by staff.

- ☐ Completed *Chevy Chase Village Application for a Variance* (this form)
- ☐ Completed *Chevy Chase Village Building Permit Application*
- ☐ Completed *Chevy Chase Village Website Posting Notice*
- ☐ A boundary survey or plat diagram with a margin of error of one tenth of a foot or less showing all existing structures, projections and impervious surfaces.
- ☐ Surveys, plats, engineering reports, construction plans/specifications or other accurate drawings showing boundaries, dimensions, and area of the property, as well as the location and dimensions of all structures/fences/walls/etc., existing and proposed to be erected, and the distances of such structures/fences/walls/etc., from the nearest property lines. These drawings shall incorporate and display reference dimensions from the boundary survey or plat diagram required above.
- ☐ Copy of Covenants applicable to the property except for variances from Secs. 8-21 or 8-26 of Chapter 8 (Building Regulations) or Chapter 25 (Public Rights-of-Way) of the Chevy Chase Village Code.
- ☐ Variance fee (See fee schedule listed in Chapter 6 of the Village Code).

Affidavit

I hereby certify that I have the authority to submit the foregoing application, that all owners of the property have signed below, that I have read and understand all requirements and that I or an authorized representative will appear at the scheduled public hearing in this matter. I hereby authorize the Village Manager, or the Manager's designee, and/or the Board of Managers to enter onto the subject property for the purposes of assessing the site in relation to this variance request. I hereby declare and affirm, under penalty of perjury, that all matters and facts set forth in the foregoing application are true and correct to the best of my knowledge, information and belief.

Applicant's Signature: _____ Date: 5/17/16

Applicant's Signature: _____ Date: 5/17/16

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Describe the basis for the variance request (Applicants should become familiar with the pertinent sections of the Village Code. Attach additional pages as needed):

Describe the special conditions of the property (e.g., odd shape, small size, sloping topography, abuts state highway, etc.) and how the property compares to other properties in the Village:

The backyard of 205 Primrose Street is among the smallest on the block and is located at the lowest point on the street--sloping downward from Western Avenue until rising again toward Brookville Road. Since we took ownership of the property in 2015, we've had to deal with significant water problems from surrounding neighbors given our location and have been looking for solutions on how to better drain the patio, as well as water migrating from the properties closer to Western Ave. So we redesigned the patio to better slope toward an existing dry well. During construction, the contractors discovered a large 12" deep concrete pad buried in the rear of backyard. Rather than go through the expense of removing the entire pad, we agreed to use it as a foundation for a gas fireplace (6' wide, 3' deep, 5' high, and 7' from rear fence).

Describe how enforcement of the building regulations would result in an unwarranted hardship and injustice because of the special condition(s) described above (i.e., describe (i) the unwarranted hardship and injustice that you claim exists and (ii) how the special conditions cause that unwarranted hardship and injustice):

I was out-of-town for most of construction, and the contractors decided based on the field conditions of the backyard to slightly move the fireplace further back on the property without my knowledge or permission. If it had remained at the 7' setback line it would have impeded with the flow of the water to the dry well from the patio as it would have been situated partly in the middle of the existing patio. Because the size of the lot, it would have made unusable a portion of the patio space.

Describe how the proposed variance most nearly accomplishes the intent and purpose of the requirements of Chapter 8 of the Chevy Chase Village Code, entitled *Buildings and Building Regulations*:

Because of the fireplace's small size, it does not protrude above the fence line on any boundary lines, and as a result, does not adversely affect the neighbor's use & enjoyment of their property nor block any vistas or change the character of our property. It also helps solve a safety issue with water drainage on our property.

In exercising its powers in connection with a variance request, the Chevy Chase Village Board of Managers may reverse or affirm, wholly or partly, or may modify the requirement, decision or determination as it deems appropriate.

Variance Filing Fee	**Checks Payable To:** **Chevy Chase Village 5906 Connecticut Ave. Chevy Chase, MD 20815**
Per Village Code Sec. 6-2(a)(24) ☒ $300.00 for new construction. ☐ $150.00 for replacing existing non-conformities. ☐ $300.00 for fences, walls, play equipment, trees, hedges, shrubbery in the public right-of-way. ☐ Other: $_____ **Fee Paid:** $300.00	**Date Paid:** **Staff Signature:**
	Approved to Issue Building Permit per Signed Board Decision. **Signature:** _____ **Village Manager** **Date:** _____

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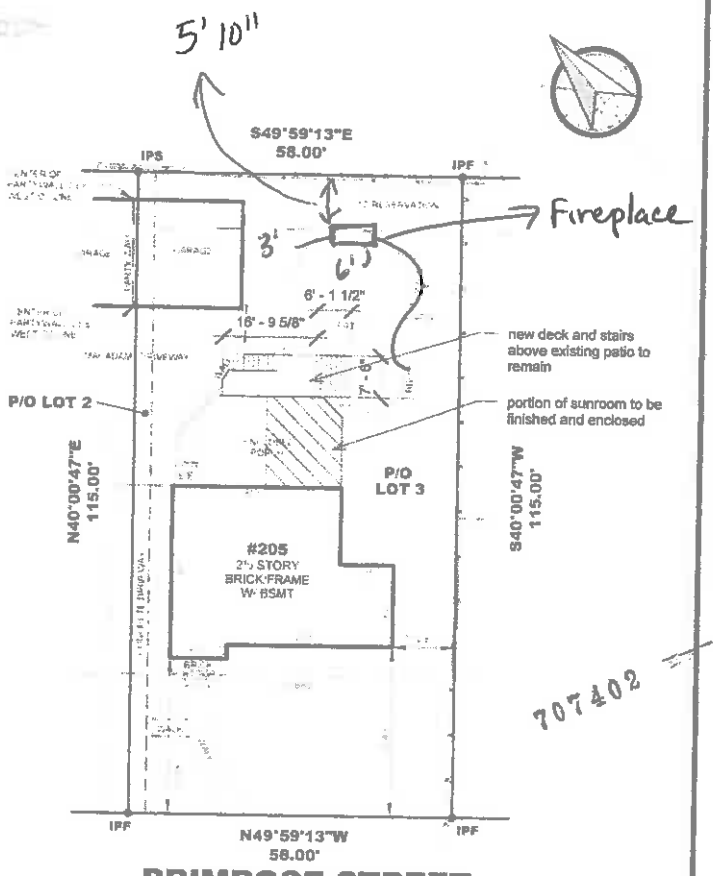
NOTE



707402

BOUNDARY SURVEY OF

#205 PRIMROSE STREET

PART OF LOTS 2 AND 3 BLOCK D

SECTION NO 7

CHEVY CHASE

PLAT NO 259

LIBER 16010 FOLIO 523

MONTGOMERY COUNTY MARYLAND

SCALE 1"=20' DATE 2-3-15

DRAWN BY JM/CP FILE # 150259-700

A Land Surveying Company

DULEY

and

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Serving D C and MD

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STATE OF MARYLAND JEROME C. MANALAC No. 21321 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S CERTIFICATE

7

Chevy Chase Village

Building Permit Application

Permit No: 6444

Property Address: 205 Primrose St.

Resident Name: Jeffrey & Heather Selingo

Daytime telephone: Cell phone: 202-997-3385

After-hours telephone:

E-mail:

Project Description: Maintain a gas fireplace which was constructed on the patio. Fireplace is 6' wide, 3' deep & 5' high

☐ Check here if the construction will require the demolition of over fifty (50) percent of any existing structure.

Primary Contact for Project:

☒ Resident ☐ Architect ☐ Project Manager ☐ Contractor*

*MHIC/MD Contractor's License No. (*required*):

Information for Primary Contact for Project (if different from property owner):

Name:

Work telephone: After-hours telephone:

Cell phone:

E-mail:

Will the residence be occupied during the construction project? ☒ Yes ☐ No

If no, provide contact information for the party responsible for the construction site (if different from above):

Name:

Address:

Work telephone: After-hours telephone:

Cell phone:

E-mail:

Parking Compliance:

Is adequate on-site parking available for the construction crews? ☒ Yes ☐ No

If no, please attach a parking plan which minimizes inconvenience to neighboring residents, and indicate if the property is in a permit parking area.

Will road closings be required due to deliveries, equipment or other reasons? ☐ Yes ☒ No

Building Permit Filing Requirements:

Application will not be reviewed until the application is complete

- ☐ Copy of stamped drawings approved by Montgomery County Department of Permitting Services (DPS) and the Historic Preservation Commission (HPC), if required. Every page of drawings must be clearly stamped.
- ☐ This application form, signed by resident.
- ☐ Boundary Survey
- ☐ Site Plan (see: Village Site Plan Checklist to ensure completeness)
- ☐ Building plans and specifications
- ☐ Tree Preservation Plan requested of Village arborist (see: Village Tree Inspection Request form). All required tree protections must be fully installed before any work begins.
- ☐ Filing Fee (due at time of application). Fees schedule is listed in Chapter 6 of the Village Code.
- ☐ Damage deposit or performance bond (due when Building Permit is issued). Amount of required deposit or bond will be set by Village Manager.

Once this permit application is complete, the Village Manager will review the application and accompanying documents and, under most circumstances, act on the application within 5 to 10 working days.

If the Montgomery County permit is suspended, revoked or lapsed, the Village permit is automatically suspended, revoked or lapsed.

No signs advertising the architect, contractor, or any other service provider may be posted on the work site.

I hereby certify that I have the authority to make the foregoing application, that the application is correct, that I have read and understood all requirements and that the construction will conform to the regulations of the Montgomery County Zoning Code, the Village Code including Urban Forest code, and any covenants and easements on the subject property.

Applicant's Signature: _____ **Date:** 5/10/16

To be completed by Village staff:

Is this property within the historic district? Yes ☐ No ☒ Staff Initials: JB

Date application filed with Village: 5/12/16 Date permit issued: _____ Expiration date: _____

For Use By Village Manager	Application approved with the following conditions:

For Use By Village Manager	Application denied for the following reasons:
DENIED MAY 27 2016 Chevy Chase Village Manager	Does not meet the structure encroachment into the rear yard setback

Filing Fees (due when application submitted)	**Checks Payable to:**	**Chevy Chase Village** **5906 Connecticut Ave.** **Chevy Chase, MD 20815**
Permit Application Fee: $ 30.00 (see Permit Fee Worksheet) ☐ $50.00 (if construction is in the Public Right-of-way)		
Tree Preservation Plan Fee: ☐ $250.00 ☒ Not required for this project		
TOTAL Fees: 30.00 previously	Date: Staff Signature:	

Damage Deposit/Performance Bond (due when permit is issued)	**Checks Payable to:**	**Chevy Chase Village** **5906 Connecticut Ave.** **Chevy Chase, MD 20815**
☐ $_____ ☐ Waived by Village Manager	Date: Village Manager Signature:	
Cost of damage to R-O-W: (calculated at close-out) Amount of refund:	Date: Village Manager Signature:	

Nellie J. Sawyer
Notary Public
Montgomery
Co., Md.

Notary Public

EXAMINED.
Delivered to
R. J. Spain
7-17-25

At the request of Edward R.Carr the following deed was recorded May 27th A.D. 1925 at 2:53 o'clock P.M. to wit:-

This deed made this 27th day of May in the year of our Lord one thousand nine hundred and twenty five by and between Theodore Sonnemann and Eliza Jane Sonnemann his wife, of Montgomery County, Maryland parties of the firstpart, and Edward R.Carr of the District of Columbia, party of the second part:

Witnesseth that in consideration of ten (10) dollars, lawful money of the United States, to them in hand paid before the sealing and delivery of these presents the said parties of the first part do grant and convey unto Edward R.Carr., party of the second part his heirs and assigns in fee simple, all those pieces or parcels of ground situate lying and being in Montgomery County, State of Maryland and being described as follows, to wit:-

Lot numbered eight (8) nine (9) ten (10) eleven (11) and twelve (12) in block lettered "A" lots numbered seven (7) eight (8) nine (9) ten (10) eleven (11) twelve (12) thirteen (13) fourteen (14) and fifteen (15) in block lettered "E" in a subdivision known as "Section 6 Chevy Chase"; as per plat recorded in plat book No. 2 plat 258 one of the land records for Montgomery County.

Lots numbered one to seven (1 to 7) both inclusive and lots numbered seventeen (17) to twenty three (23) both inclusive in block letter-red "B") lots numbered one (1) to seventeen (17) both inclusive in block lettered "C" and lots numbered one to five (1 to 5) both inclusive in block lettered "D"; in a subdivision known as section 7 Chevy Chase; as per plat recorded in plat book No. 2, plat 259 one of the land recordsfor said Montgomery County.

Together with a small strip of land lying between Broad Branch Road and the said lots five (5) six (6) and seven (7) in said block "B" which is designated to be taken for the widening of said Broad Branch Road, but which strip of land is given to the owner of said lots five (5) six (6) and seven (7) in said block "B" provided said road is not widened.

Subject to building restrictions and covenants as follows:

1. That all houses upon the premises hereby conveyed shall be built and used for residence purposes exclusively except stables carriage houses sheds or other outbuildings for use in connection with such residences and that no trade business manufacture or sales or nuisance of any kind shall be carried on or permitted upon said premises.

2. That no structure of any description shall be erected within twenty five (25) feet of the front line of said premises, and that no stable carriage-house, shed or outbuilding shall be erected except on the rear of said premises.

3. That no house shall be erected on said premises at a cost of less than four thousand dollars.

4.That any house erected on said premises shall be designed for the occupancy of a

of a single family, and no part of any house or structure appurtenant thereto shall be erected or maintained within five (5) feet of the side lines of premises hereby conveyed nor within ten (10) feet of the nearest adjacent house.

5. That a violation of any of the aforesaid covenants and agreements may be enjoined by the parties of the first part, their successors heirs or assigns.

Together with the building and improvements thereupon, erected made, or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances, and advantages to the same belonging or in anywise appertaining.

To have and to hold the said pieces or parcels of ground and premises above described or mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Edward R.Carr his heirs and assigns in fee simple.

And the said parties of the first part covenant that they will warrant specially the property hereby conveyed; that they are seized of the land hereby conveyed; that they have a right to convey said land; that the said party of the second part shall quietly enjoy said land; that they have done no act to encumber said land; and that they will execute such further assurances of said land as may be requisite.

Witness their hands and seals.

Test:
M.J. Sonnemann

Theodore Sonnemann (Seal)
Eliza Jane Sonnemann (Seal)

(Internal Revenue $100.00)

State of Maryland, County of Montgomery,ss:-

I hereby certify that on this 27th day of May 1925, before the subscriber a Notary Public in and for Montgomery County,Maryland personally appeared Theodore Sonnemann and Eliza Jane Sonnemann, his wife, and did each acknowledge the aforegoing deed to be their act.

In testimony whereof, I have affixed my official seal this 27th day of May A.D. 1925.

Madeline J. Sonnemann
Notary Public
Montgomery
Co.,Md.

Madeline J. Sonnemann
Notary Public
Montgomery County,Maryland.

EXAMINED.
Delivered to:
A. Woodworth.
6-26-25.

AT the request of John A. Moore the following deed was recorded May 27th A.D. 1925 at 3:32 o'clock P.M. to wit:-

This deed made this twentieth day of May in the year nineteen hundred and twenty five by Rosa M. Greeves and Lewis B.F.Greeves her husband, of the county of Montgomery

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Chevy Chase Village

Website Posting Notice for Appeal, Special Permit & Variance Hearings

Case Number: A-6944

Hearing Date: 6/13/16

By signing below, I acknowledge as the applicant/appellant in the above-referenced case number that all supporting information and documentation for my case will be posted on the Village's website at <www.chevychasevillagemd.gov> for review by the general public.

Applicant/Appellant Name: Jeffrey & Heather Selingo

Address: 205 Primrose St.

Telephone: 202-997-3385

E-mail: jeff@selingo.com

Applicant/Appellant Signature:

Agent Name for applicant/appellant (*if necessary*):

Telephone:

Address:

E-mail:

Signature of agent:

Village staff initials: SB

Date: 5/12/16

Treasurer's Report
July-June (11 months of FY 2016)

Overall:

This report is an eleven month snapshot for FY 2016. In FY 2016 we project to have a surplus of approximately $426,268, which would be $817,639 better than the deficit we had budgeted. Income tax revenue is projected to be approximately $430,000 more than budgeted. Also, since the approval of the original budget, supplemental appropriations have been made for an increase in the refuse and recycling contract and for additional Village Hall landscaping. However, higher than expected fees, county payments, plus lower than expected expenses in some areas, will offset the new expense from the supplemental appropriations approved for this fiscal year. We received from the State of Maryland a onetime income tax windfall in March of $161,741 due to a State audit of tax returns going back to 2010

Income Tax Revenue:

We are projected to come in approximately $430,000 over budget this year about 19% higher than projected, not including the onetime income tax windfall we received in March. In addition to the one time windfall, the five year state audit revealed a higher tax base for Tax Year 2014 for which the 2016 income tax distributions are based on.

Property Tax Revenue:

We are projecting coming in around budget since we are using the constant yield rate for this fiscal year

Safe Speed Net Revenue:

This is now running approximately 3% under budget for the current year. The last half of FY 2015 saw an increase in Safe Speed revenue from the first half of FY 2015 and so far this trend had continued for the first five months of FY 2016. However, due to construction on Connecticut Ave., this revenue has had a slight decrease since and we may still see a slight decrease going forward for a couple of months.

Miscellaneous Revenue:

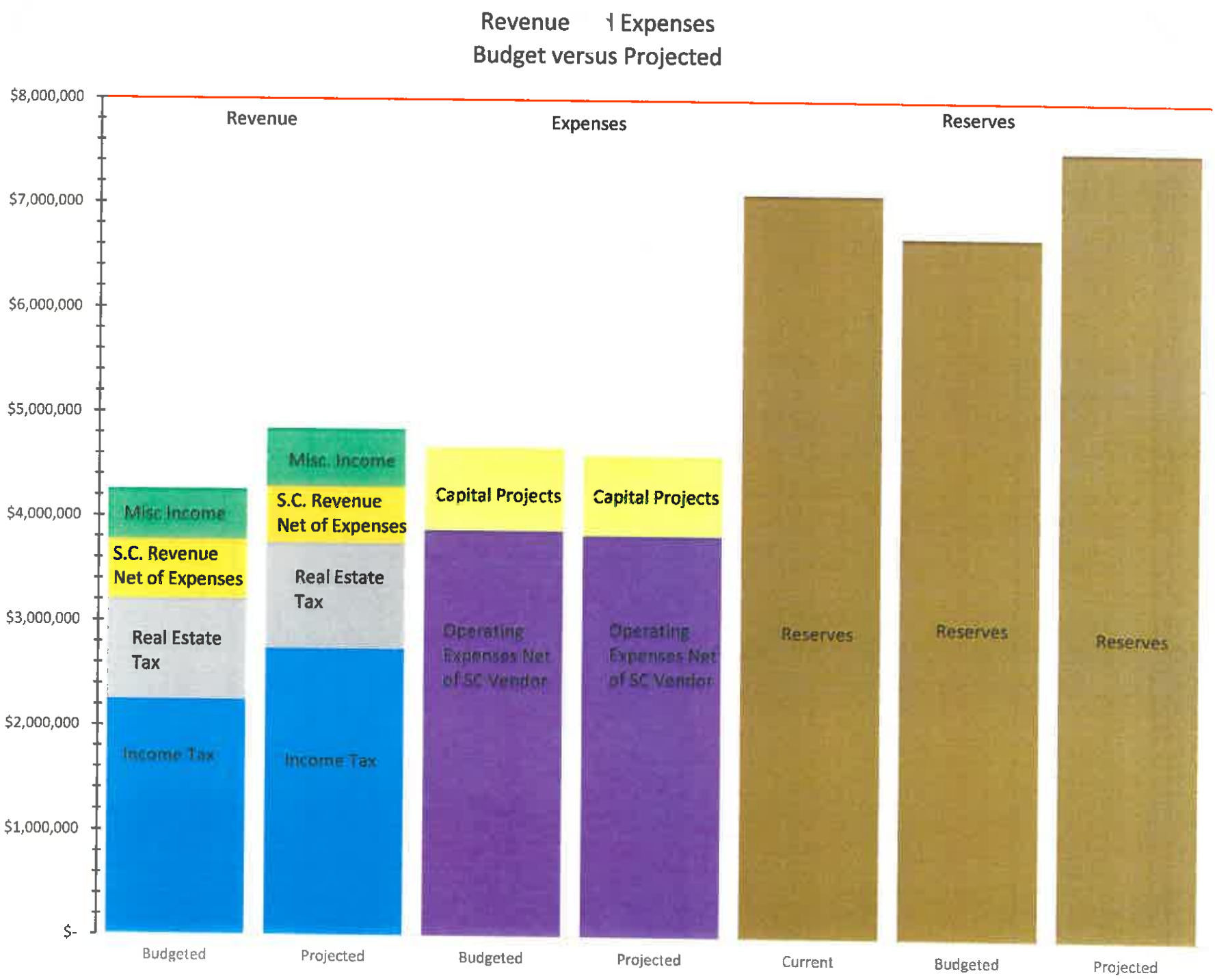
Net of reimbursement revenue for Newlands Street repaving, we project this to be over budget by $70,000 due to a higher than expected County tax duplication payment, and higher than expected fees and income. We also received a one-time $55,000 dividend from our share of stock we had in Principal Life, our life insurance company after they demutualized, and were recently bought out bought out by a new company.

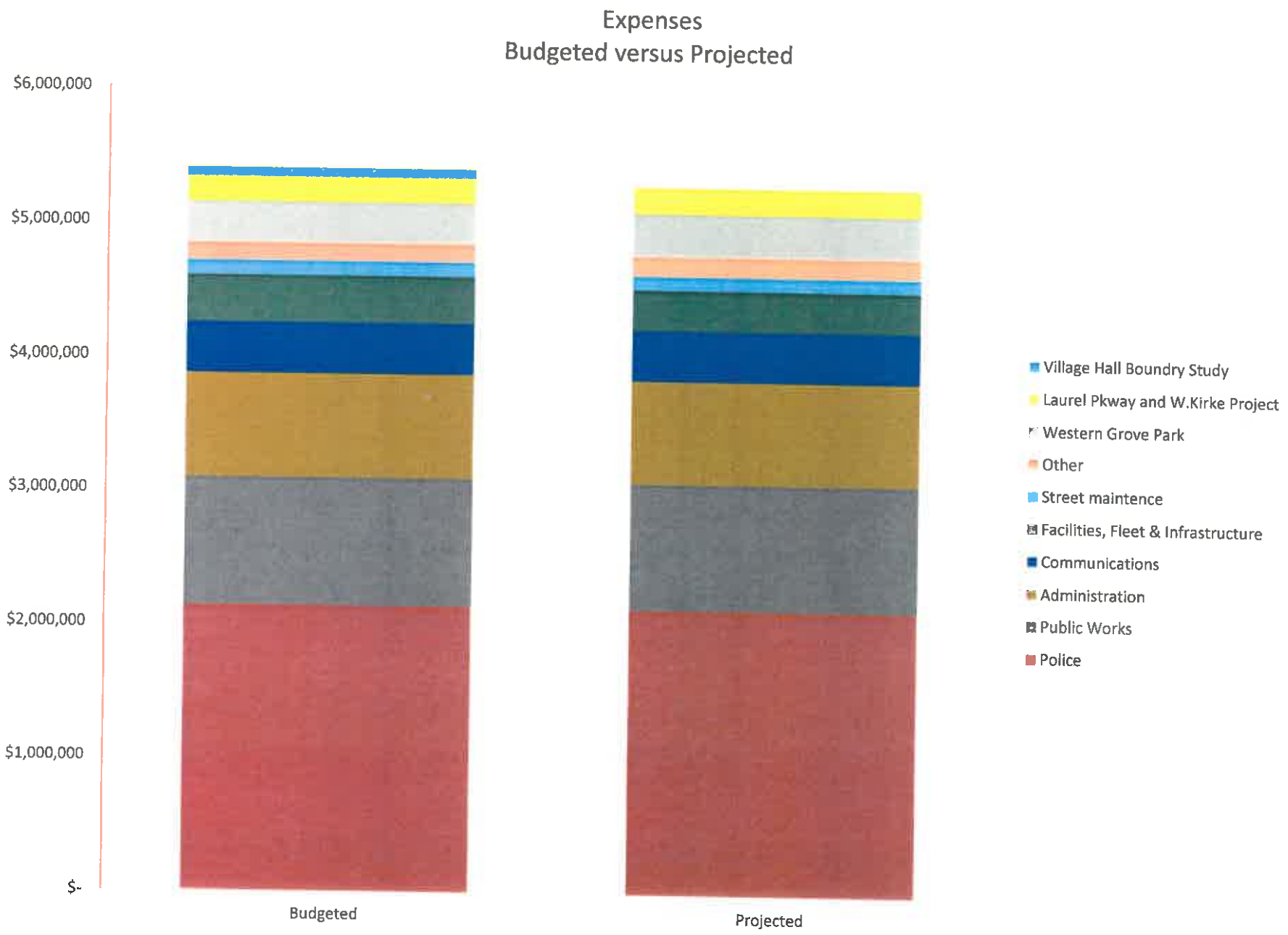
Capital Expense:

We added a supplemental appropriation for Village Hall landscaping, we have made a slightly higher contribution to Western Grove Park, we made a small donation to a local elementary school, and we are implementing the Village traffic study. We have also elected not to proceed with the Village wide boundary study. The net effect of these decisions is that we will be about $24,000 over the original budget for the year, net of the reimbursed expense for Newlands Street repaving.

Operating Expense:

We project this will be 4-5%% below budget.


Revenue & Expenses
Budget versus Projected
$8,000,000
$7,000,000
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$-
Revenue
Expenses
Reserves
Misc Income
S.C. Revenue Net of Expenses
Real Estate Tax
Income Tax
Misc. Income
S.C. Revenue Net of Expenses
Real Estate Tax
Income Tax
Capital Projects
Operating Expenses Net of SC Vendor
Capital Projects
Operating Expenses Net of SC Vendor
Reserves
Reserves
Reserves
Budgeted
Projected
Budgeted
Projected
Current
Budgeted
Projected


Expenses
Budgeted versus Projected
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$-
Budgeted
Projected
Village Hall Boundry Study
Laurel Pkway and W.Kirke Project
Western Grove Park
Other
Street maintence
Facilities, Fleet & Infrastructure
Communications
Administration
Public Works
Police

CHEVY CHASE VILLAGE
BOARD OF MANAGERS
JUNE 13, 2016 MEETING

STAFF REPORT

TO: BOARD OF MANAGERS

FROM: SHANA R. DAVIS-COOK, VILLAGE MANAGER

DATE: 6/7/2016

SUBJECT: BOARD DISCUSSION RE: TRANSIENT LODGING FACILITY REGULATIONS (AIR B&BS)

Background

The following was reported to the Board on May 19, 2016:

Air B&B Operating in the Village

Last week, it was brought to my attention that an Air B&B advertisement for a room in a house on Cedar Parkway has been listed online. Although we have not received any complaints regarding its operation, I did some research to determine whether it was lawful; the bottom line: it is (currently).

Chapter 54 of the Montgomery County Code requires a license (approved jointly by the zoning and health & human services departments) for all "transient lodging facilities", which include formal "bed and breakfast" establishments where monies are paid for lodging for any period not to exceed six months. The Board has not adopted Chapter 54 by reference within the Village, and we do not have any of our own regulations pertaining to transient or short-term (less than 6 months) rentals. We have, however, adopted by reference County Code Chapter 26 which regulates rentals that are six months or longer.

Air B&Bs—either for a room, more than one room or an entire house—that do not meet the standards for a "transient lodging facility" are currently prohibited in the County. Montgomery County Council Member Hans Reimer has introduced a zoning text amendment for Chapter 54 to recognize the growing shared economy and the prevalence of Air B&Bs across the County by providing a lenient process for legalizing their operation. This amendment was met by heavy public opposition and the County Council has referred the matter back to the Planning Board for summer study.

Since Chapter 54 does not apply within the Village and we do not have our own regulations pertaining to short-term rentals, the current Air B&B in the Village is legal and no permitting or licensing is required. Although the current Chapter 54 has some useful protections, I do not feel that it would be in our best interest to adopt this chapter by reference until the final amendments are adopted. Additionally, since this is unlikely to become a prevalent operation in the Village and the current location is limited to an owner-occupied residence wherein a single room is made available for rent, it does not appear we have a problem at this time that we need to address. Nonetheless, I wanted to make the Board aware of this matter and to assure you that the Village staff will continue to monitor the current Air B&B's operation and the county's efforts to liberalize Chapter 54 to determine whether any local protections need to be put in place.

Since this report was provided, I have determined that there is a second Air B&B that is being operated in the Village, which is also located on Cedar Parkway.

In response to my report, Board Secretary Mr. Richard Ruda requested that the Board discuss this matter during your June regular meeting. To assist the Board in your discussion, I have provided as attachments copies of Chapter 54 of the County Code, entitled "Transient Lodging Facilities", along with a copy of Montgomery County Bill 2-16/Zoning Text Amendment No. 16-03 and the related staff reports, which is the latest effort by Montgomery County Councilmember Hans Reimer to liberalize the current regulations pertaining to transient lodging facilities in the county.

Board Action
No formal Board action is requested by staff at this time.

Attachments
Chapter 54 of County Code, "Transient Lodging Facilities"
Info. re: Montgomery County Bill 2-16/Zoning Text Amendment No. 16-03

Print

Montgomery County Code

Chapter 54. Transient Lodging Facilities. [Note]

Article I. In General.

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§ 54-2. Authority of county executive to regulate and license.

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§ 54-4. Same-Giving or permitting false information to be given prohibited.

Article II. Hostels, Rooming Houses, Boardinghouses and Tourist Homes.

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§ 54-6. Limitation on admission of guests.

§ 54-7. Inspection of register by county officials.

54-8. Owner, operator or manager to reside on premises.

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§ 54-14. Required.

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§ 54-19. Fees.

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§ 54-22. Display.

§ 54-23. Change of location of establishment; transfer.

§ 54-24. Expiration.

§ 54-25. Renewal.

§ 54-26. Revocation or suspension generally.

§ 54-27. Appeals from denial, revocation or suspension.

Division 3. Health Standards and Regulations.

§ 54-28. Water and sewer facilities.

§ 54-29. Plumbing facilities.

§ 54-30. Disposal of solid waste.

§ 54-31. Screens.

§ 54-32. Minimum size of rooms.

§ 54-33. Heating and ventilation.

§ 54-34. Lighting.

§ 54-35. Basement rooms.

§ 54-36. Cellar rooms.

§ 54-37. Bedding and linen.

§ 54-38. Drinking glasses.

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§ 54-40. Maintenance of premises.

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Articles III, IV. Reserved.

Article I. In General.

Sec. 54-1. Definitions.

For the purposes of this Chapter, unless the language or context clearly indicates that a different meaning is intended, the following words and phrases have the following meanings:

Basement: That portion of any building which is located below grade; provided, however, that at least one-half of the vertical height extends above the average lot grade. Average lot grade, for this purpose, shall mean the arithmetic average of the highest and lowest elevations of the ground

contiguous to the house.

Boardinghouse: A dwelling in which, for compensation, lodging, or lodging and meals, are provided or offered to not more than 5 transient visitors.

Cellar: That portion of any building which is located below grade and whose vertical height extends less than one-half above the average lot grade.

Director and Department: The term "Director" means the Director of the Department of Health and Human Services, or the Director's designee, and the term "Department" means the Department of Health and Human Services.

Establishment: Every hostel, tourist home, boardinghouse, rooming house and guestrooms in an apartment hotel which, for compensation, provides or offers lodging or lodging and meals to transient visitors.

Fire Code: The Fire Prevention Code set forth in Chapter 22 of this Code, and any amendments thereto.

Habitable room: Any room in which people normally congregate or sleep. This shall not include bathrooms, toilet rooms, storage rooms, kitchens or pantries.

Hostel: Any building or portion thereof or any group of buildings where, for compensation, lodging or lodging and meals are provided or offered to 3 or more transient visitors, including hotels, motels, tourist courts, motor courts, tourist camps and similar establishments such as apartment hotels.

Liquid wastes: Human excreta, bath water, wash water, laundry wastes, dishwater and any other liquid wastes resulting from cleaning operations. Gasoline and explosive or inflammable liquids are not included.

Plumbing Code: The Plumbing Code in effect within the jurisdiction of the Washington Suburban Sanitary Commission and any other jurisdictions in the County having or subsequently adopting a Plumbing Code, and any changes or revisions thereof.

Rooming house: In a residential zone, shall mean a dwelling in which, for compensation, lodging is provided or offered to 3 or more but not exceeding 9 guests.

Solid wastes: Garbage, trash, sweepings, animal refuse and dead animals.

Tourist home: A dwelling in which, for compensation, lodging or lodging and meals are provided or offered to not more than 12 transient visitors.

Transient visitor: A person who obtains lodging or lodging and meals upon payment or promise of payment therefor at the same premises for a continuous period of not more than 6 months. (Mont. Co. Code 1965, § 90-1; 1980 L.M.C., ch. 41, § 1; 1982 L.M.C., ch. 49, § 1; 1995 L.M.C., ch. 13, § 1.)

Editor's note-Section 5 of 1995 L.M.C., ch. 13, reads as follows: "Sec. 5. A regulation that implements a function assigned to the Department of Health and Human Services by 1995 LMC ch. 13 continues in effect but is amended to the extent necessary to provide that the regulation is administered by the Director of the Department of Health and Human Services."

Sec. 54-2. Authority of county executive to regulate and license.

The county executive, in order to implement the health standards and regulations of this chapter, is hereby authorized by law to adopt such regulations, under method (3) of section 2A-15 of this Code, concerning the operation, maintenance and conduct of any of the types of establishments referred to in this chapter, including provision of such licenses and license fees for such establishments as he may deem appropriate. (Mont. Co. Code 1965, § 12-3; 1970 L.M.C., ch. 8, § 1; 1981 L.M.C., ch. 52, § 1; 1982 L.M.C., ch. 49, § 2; 1984 L.M.C., ch. 24, § 53; 1984 L.M.C., ch. 27, § 36; 1985 L.M.C., ch. 31, § 34.)

Cross reference-Applicability of county legislation within municipal corporations, § 1-203.

Sec. 54-3. Guest register-Required to be kept by hotels, tourist homes, etc.; information to be shown.

Any person who owns or operates a hotel, rooming house, tourist home, motel, or tourist cabin park in the County must maintain on the premises a permanent register in which must be inscribed in ink in legible writing:

(a) the name of each visitor;

(b) the residence address of each visitor, including state, city or town, street and street number or rural mail delivery route number;

(c) the number of the room or facility occupied by each visitor; and

(d) the date and time of registration and checkout of each visitor.

In tourist homes, motels, and tourist cabin parks the register must include a record of the license plate numbers and state of registration of any automobiles or trailers in or with which the guests are traveling. The owner or operator of the establishment must see that the license plate and automobile or trailer registration information is correct. A person must not occupy any room or facility until after the registration required under this section is provided. The permanent register may be in a bound book, looseleaf book, or cards. If a looseleaf book or cards are used, the pages or cards must be numbered consecutively before use and all numbered pages or cards must be kept even though they are not used. The register provided for by this section must be kept for at least 3 years and must be open to inspection upon the request of the Director or of any law enforcement officer of the county or the state. (Mont. Co. Code 1965, § 12-1; 1972 L.M.C., ch. 16, § 5; 1980 L.M.C., ch. 41, § 1; 1982 L.M.C., ch. 49, § 3; 1996 L.M.C., ch. 20, § 1; 1998 L.M.C., ch. 12, § 1; 2001 L.M.C., ch. 14, § 1; 2002 L.M.C., ch. 16, § 2.)

Sec. 54-4. Same-Giving or permitting false information to be given prohibited.

It shall be unlawful for any person knowingly to inscribe any false or incorrect name or address or license plate number in any such register. It shall be unlawful for the owner or manager of any type of establishment or any employee thereof knowingly to permit any person to inscribe any false name or address or license plate number in any such register. (Mont. Co. Code 1965, § 12-2.)

Article II. Hostels, Rooming Houses, Boardinghouses and Tourist Homes. [Note]

Division 1. Generally.

Sec. 54-5. Numbering of rooms.

Every establishment shall have a number on the corridor side of the door to each guest room and no two (2) doors shall bear the same number. (Mont. Co. Code 1965, § 90-2.)

Sec. 54-6. Limitation on admission of visitors.

No establishment shall admit more visitors than the number for which it is licensed. (Mont. Co. Code 1965, § 90-3; 1982 L.M.C., ch. 49, § 4.)

Sec. 54-7. Inspection of register by county officials.

Registers kept in accordance with section 54-3 shall always be available at the establishment for inspection by the director, the fire marshal, the county police and such other officials as may be designated by the above named officials. Presentation of proper credentials or proof of identity may be requested by the licensee. (Mont. Co. Code 1965, § 90-6; 1972 L.M.C., ch. 16, § 13.)

Sec. 54-8. Owner, operator or manager to reside on premises.

The owner, operator or a responsible manager appointed by the owner or operator shall reside on the premises of each establishment. (Mont. Co. Code 1965, § 90-7.)

Sec. 54-9. Parking facilities.

Every establishment shall provide off-street automobile parking for visitors as is set forth in the zoning ordinance, chapter 59 of the Montgomery County Code, as amended. No license shall be issued by the director unless he finds the required parking facilities have been provided. (Mont. Co. Code 1965, § 90-8; 1982 L.M.C., ch. 49, § 5.)

Sec. 54-10. Administration and enforcement of article generally.

The director is hereby authorized and directed to administer and enforce the provisions of this chapter. All department heads in the county government are hereby authorized and directed to provide such assistance as may be required by the director for the purpose of enforcing this article. (Mont. Co. Code 1965, § 90-9; 1972 L.M.C., ch. 16, § 5; 1980 L.M.C., ch. 41, § 1.)

Sec. 54-11. Right of entry of county officials.

For the purpose of enforcing this article, the director, the fire marshal, the county police and such other officials as may be designated by the above named county officials shall, upon exhibiting the proper credentials or proof of identity, have the right to enter any establishment for the purpose of making any inspection they may deem necessary at any time during business or operating hours, and at such other times as the county officials find may be necessary in the public interest. (Mont. Co. Code 1965, § 90-10; 1972 L.M.C., ch. 16, § 13.)

Sec. 54-12. Responsibility for compliance with article.

The owner or operator of an establishment, and his agent or manager, shall be responsible for conforming to the provisions of this article. (Mont. Co. Code 1965, § 90-11.)

Cross reference-Special revenue tax on trailer coach parks, § 52-12.

Sec. 54-13. Violation of article; penalties and injunctive, etc., relief.

Any person who violates any provision of this article shall be subject to punishment for a class A violation as set forth in section 1-19 of chapter 1 of the County Code. Each day such violation shall continue shall be deemed a separate offense. (Mont. Co. Code 1965, §§ 12-4, 90-12; 1973 L.M.C., ch. 6, §§ 1, 2; 1983 L.M.C., ch. 22, § 58.)

Division 2. Licenses.

Sec. 54-14. Required.

No building or premises shall be occupied or used as a hostel, rooming house, boardinghouse or tourist home within the county unless a license shall have been issued for such occupancy and use by the director, nor shall any such building or premises be so occupied and used after such license has expired or has been revoked or suspended. (Mont. Co. Code 1965, § 90-13.)

Sec. 54-15. Application.

Before an annual license for any establishment shall be issued by the director under this division, an application shall be filed by the owner or operator, or his duly authorized agent, in accordance with the regulations prescribed by the county executive under method (3) of section 2A-15 of this Code. (Mont. Co. Code 1965, § 90-14; 1984 L.M.C., ch. 24, § 53.)

Sec. 54-16. Compliance with Code, etc., prior to issuance.

No license shall be issued to any establishment under this division unless such proposed establishment is in conformance with the applicable provisions of this Code and other ordinances of the county. (Mont. Co. Code 1965, § 90-15.)

Sec. 54-17. Certificates to be filed prior to issuance.

The Director must not issue an initial annual license under this Division unless the following certificates have been filed with the Department:

(a) A certificate of use and occupancy from the Department of Permitting Services.

(b) A certificate from the fire marshal stating that the building is in compliance with the fire prevention code.

(c) A certificate from the Director stating that the building or buildings and rooms to be occupied or used by the guests of the establishment, and the premises on which such buildings are located, are in compliance with the standards and regulations of the County and State Boards of Health. (Mont. Co. Code 1965, § 90-16; 1972 L.M.C., ch. 16, §§ 5, 13; 1980 L.M.C., ch. 41, § 1; 1995 L.M.C., ch. 13, § 1; 1996 L.M.C., ch. 20, § 1; 1998 L.M.C., ch. 12, § 1; 2001 L.M.C., ch. 14, § 1; 2002 L.M.C., ch. 16, § 2.)

Editor's note-Section 5 of 1995 L.M.C., ch. 13, reads as follows: "Sec. 5. A regulation that implements a function assigned to the Department of Health and Human Services by 1995 LMC ch. 13 continues in effect but is amended to the extent necessary to provide that the regulation is administered by the Director of the Department of Health and Human Services."

Sec. 54-18. Separate license required for each establishment.

Each individual establishment, although operated by the same management, shall be required to obtain a separate license under this division. (Mont. Co. Code 1965, § 90-17.)

Sec. 54-19. Fees.

The annual fees for licenses under this division shall be of such amount as may be established by the county executive by written regulation adopted under method (3) of section 2A-15 of this Code and shall not exceed an amount necessary to defray the costs of administering this chapter. (Mont. Co. Code 1965, § 90-18; 1981 L.M.C., ch. 52, § 2; 1982 L.M.C., ch. 49, § 6; 1984 L.M.C., ch. 24, § 53; 1984 L.M.C., ch. 27, § 36.)

Sec. 54-20. Denial where operator has been convicted of certain state law violations.

The Director may deny an initial or annual license to operate an establishment under this Division if the Director finds the owner or operator of the proposed establishment has been convicted of violating the following provisions of the Criminal Law Article of the Maryland Code:

(a) Section 10-202 (keeping disorderly house);

(b) Title 12 (gaming);

(c) Title 5 (controlled dangerous substances, prescriptions, and other substances); or

(d) Section 10-201 (disturbing the public peace and disorderly conduct).

The Director may deny an initial or annual license if the owner or operator has been convicted of

any similar offense outside Maryland. (Mont. Co. Code 1965, § 90-19; 2010 L.M.C., ch. 49, § 1.)

***Editor's note**—Md. Ann. Code art. 27 has been amended as follows: §§ 15 through 17 (bawdy houses and houses of ill fame; prostitution, etc.) were repealed; § 125 (disorderly houses) appears in Md. Code Ann., Crim. Law § 10-202; §§ 237 through 264C (gaming) appear in Crim. Law, Title 12; § 277 (illegal keeping of, or sale of narcotics) appears in Crim. Law, Title 5; § 291 (opium joints) appears in Crim. Law, Title 5; §§ 121 and 122C (disturbance of the peace) appear in Crim. Law, § 10-201 (2003).

Sec. 54-21. Procedure for issuance or denial.

(a) Upon receipt of an application for an annual license under this division, or for renewal of a previously issued license, the director shall make or cause to be made all investigations and inspections required by this article. The director shall act upon the application within ninety (90) days after the date of filing, or as soon thereafter as practicable. In cases in which an application for renewal of an annual license has been filed on or before October 1 as provided in section 54-25 and has been neither approved or disapproved by the director prior to the following January 1, the current license shall remain in full force and effect until the application has been acted upon by the director.

(b) If, upon the completion of all investigations and inspections, the director finds that the establishment for which a license under this division is requested does not comply with the provisions of this chapter, he shall, within ten (10) days after making such a finding, cause to be served upon the applicant written notice of such finding and shall in such notice advise the applicant of the necessary corrective measures to be taken before a license will be issued. The director may, in such notice, direct the applicant to appear before him within ten (10) days from the date of service of the notice to show cause why the license should not be denied. If the applicant shall fail to show cause as directed in such notice, or shall fail to take the necessary corrective action specified therein, the director shall refuse to issue or renew such license.

(c) All orders and notices issued by the director hereunder shall be served upon the applicant either by registered mail or by personal delivery at the address shown on the application. If the applicant cannot be found in the county, service by personal delivery shall be made upon the person who is at the time in charge of the establishment. (Mont. Co. Code 1965, § 90-20.)

Sec. 54-22. Display.

Each license issued under this division shall be prominently displayed in the establishment for which it was issued. (Mont. Co. Code 1965, § 90-21.)

Sec. 54-23. Change of location of establishment; transfer.

(a) Whenever an establishment changes its location, the current license held by such owner or operator under this division shall automatically become void.

(b) The director may, in his discretion, authorize the transfer of a license issued under this division to a new owner or operator upon an application for transfer of the license and payment of a transfer fee which shall be established by the county executive by written regulation adopted under

method (3) of section 2A-15 of this Code. (Mont. Co. Code 1965, § 90-22; 1981 L.M.C., ch. 52, § 2; 1984 L.M.C., ch. 24, § 53.)

Sec. 54-24. Expiration.

All annual licenses issued under this division shall expire on December 31 of the year for which they are issued, unless sooner revoked or suspended as provided in this article. (Mont. Co. Code 1965, § 90-23.)

Sec. 54-25. Renewal.

Every establishment shall, on or before July 1 of each year, make application to the department for renewal of the annual license required by this division. Before an annual license for any establishment shall be renewed by the director, the director shall have received, within ninety (90) days prior to renewing any such license, certificates as prescribed in section 54-17, which shall indicate thereon that the premises have been inspected within ninety (90) days prior to the expiration of the license. (Mont. Co. Code 1965, § 90-24; 1982 L.M.C., ch. 49, § 7.)

Sec. 54-26. Revocation or suspension generally.

(a) The director may revoke or suspend any license issued under this division upon finding that the owner or operator of any establishment is in violation of any provision of this article. Any such revocation or suspension shall be by written order directed to and served upon the owner or operator of such establishment in the manner prescribed in subsection (c) of section 54-21. Any such notice of revocation or suspension shall require the holder of the license to appear before the director and show cause why the license should not be revoked or suspended in the manner provided above.

(b) The Director may revoke or suspend any license issued under this Division if the Director finds that the establishment is a nuisance because of noise or indecent or immoral activity by any guest, owner, operator or employee. The Director may also revoke or suspend any license issued under this Chapter if the owner or operator of the establishment has, while operating the establishment, been convicted of violating:

(1) the provisions of the Criminal Law Article of the Maryland Code listed in section 54-20; or

(2) the drunkenness and disorderly conduct provisions of Section 10-201 of the Criminal Law Article of the Maryland Code while on the licensed premises.

Revocation or suspension of a license under this subsection must follow the procedures in Section 54-21(b). (Mont. Co. Code 1965, § 90-25; 2010 L.M.C., ch. 49, § 1.)

Sec. 54-27. Appeals from denial, revocation or suspension.

Any person aggrieved by the denial, revocation or suspension of a license under this division may appeal from the action of the director to the county board of appeals. Such person shall file a written notice of appeal with the clerk of the board of appeals within twenty (20) days after service of notice of such action. Upon receiving such appeal, the board of appeals shall hold a hearing thereon within

thirty (30) days after the notice of appeal has been filed, and shall act upon such appeal within thirty (30) days after the hearing. The council may, by resolution entered on its minutes, extend such periods of time. (Mont. Co. Code 1965, § 90-26.)

Division 3. Health Standards and Regulations.

Sec. 54-28. Water and sewer facilities.

Water and sewer facilities in every establishment must be connected to public lines where such lines are available. In the event no public sewer lines are available the sewage must be collected, treated and disposed of in an independent sewerage system which complies with the standards of the excreta disposal laws of the State and of Chapter 45. In the event no public water lines are available, no water supply may be used by an establishment unless it has been approved by the Director of the Department of Health and Human Services. (Mont. Co. Code 1965, § 90-27; 1972 L.M.C., ch. 16, § 13; 1980 L.M.C., ch. 41, § 1; 1995 L.M.C., ch. 13, § 1.)

Editor's note-Section 5 of 1995 L.M.C., ch. 13, reads as follows: "Sec. 5. A regulation that implements a function assigned to the Department of Health and Human Services by 1995 LMC ch. 13 continues in effect but is amended to the extent necessary to provide that the regulation is administered by the Director of the Department of Health and Human Services."

Cross reference-Individual water supply and sewage disposal facilities, Ch. 27A; sewers and sewage disposal, Ch. 45.

Sec. 54-29. Plumbing facilities.

All plumbing facilities in establishments shall be constructed, installed and maintained so as to prevent sanitary hazards. Toilet and bath facilities shall be provided in accordance with the plumbing code for the Washington Suburban Sanitary Commission and any amendments thereto. (Mont. Co. Code 1965, § 9-28.)

Sec. 54-30. Disposal of solid waste.

All solid waste at establishments shall be stored in covered metal receptacles which shall be removed from the premises and cleaned at least once a week or as often as prescribed by the director. All such waste shall be burned, buried or otherwise disposed of in such manner as not to constitute a nuisance or to be accessible to animals or flies. (Mont. Co. Code 1965, § 90-29; 1972 L.M.C., ch. 16, § 13.)

Sec. 54-31. Screens.

All outside doors, windows and other outside openings in establishments shall be adequately screened against flies, mosquitoes and other insects. If the establishment is completely air-conditioned, screening shall not be required. (Mont. Co. Code 1965, § 90-30.)

Sec. 54-32. Minimum size of rooms.

(a) No habitable room shall be occupied at an establishment unless it contains at least seventy (70) square feet and at least fifty (50) square feet of floor area for each person. Children under twelve (12) years of age shall be counted as one-half person. Children under one (1) year of age shall not be counted.

(b) At least one-half of the floor area of every habitable room shall have a ceiling height of at least seven (7) feet, and the floor area of that part of any room where the ceiling height is less than five (5) feet shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy thereof. (Mont. Co. Code 1965, § 90-31.)

Sec. 54-33. Heating and ventilation.

All rooms in establishments shall be adequately heated and ventilated. Every habitable room shall have at least one (1) window or skylight which can easily be opened, or such other device as will adequately ventilate the room. Every establishment shall have heating facilities which are properly installed and maintained in safe and good working condition. Such heating facilities shall be capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments to a temperature of at least seventy (70) degrees Fahrenheit at a distance of three (3) feet above floor level under ordinary minimum winter conditions. (Mont. Co. Code 1965, § 90-32.)

Sec. 54-34. Lighting.

All rooms in establishments shall be adequately lighted by either natural or artificial light and additional light shall be provided for reading purposes. (Mont. Co. Code 1965, § 90-33.)

Sec. 54-35. Basement rooms.

No habitable room shall be located in the basement of an establishment unless the floors and walls are constructed of material impervious to water. (Mont. Co. Code 1965, § 90-34.)

Sec. 54-36. Cellar rooms.

A room in a cellar shall not be considered habitable and shall not be used by any establishment for habitation. (Mont. Co. Code 1965, § 90-35.)

Sec. 54-37. Bedding and linen.

(a) All mattresses, blankets and other bedding used at establishments shall be kept clean.

(b) Clean sheets and pillow slips shall be provided in establishments at least once each week and after each succeeding guest.

(c) Two (2) clean towels shall be provided for each establishment guest at least twice each week and after each succeeding guest. (Mont. Co. Code 1965, § 90-36.)

Sec. 54-38. Drinking glasses.

Drinking glasses used in any establishment shall be sterilized at least after each succeeding guest and common drinking glasses shall be prohibited. (Mont. Co. Code 1965, § 90-37.)

Sec. 54-39. Food, dining rooms and kitchens.

Food, public dining rooms and kitchens in each establishment shall comply with the provisions of chapter 15 of this Code and any amendments thereto. (Mont. Co. Code 1965, § 90-38.)

Cross reference-Eating and drinking establishments, ch. 15.

Sec. 54-40. Maintenance of premises.

Every owner or operator of an establishment shall be responsible for maintaining in a clean and sanitary condition all parts of the establishment, including the land on which the establishment is located. Every owner or operator shall be responsible for maintaining the establishment in good repair. (Mont. Co. Code 1965, § 90-39.)

Sec. 54-41. Inspections and report of violations of article.

The Department of Health and Human Services is responsible for making all necessary inspections of the establishments regulated under this Article and must report to the Director any violations of this Division. (Mont. Co. Code 1965, § 90-40; 1972 L.M.C., ch. 16, § 13; 1980 L.M.C., ch. 41, § 1; 1995 L.M.C., ch. 13, § 1.)

Editor's note-Section 5 of 1995 L.M.C., ch. 13, reads as follows: "Sec. 5. A regulation that implements a function assigned to the Department of Health and Human Services by 1995 LMC ch. 13 continues in effect but is amended to the extent necessary to provide that the regulation is administered by the Director of the Department of Health and Human Services."

Article III. Reserved.*

***Editor's note**-Article III, §§ 54-42--54-68, relating to trailer coach parks, was repealed by 1987 L.M.C., ch. 23, § 1. The article was formerly derived from Mont. Co. Code 1965, §§ 12-1--12-31; 1970 L.M.C., ch. 8, § 1; 1971 L.M.C., ch. 3, § 1; 1972 L.M.C., ch. 16, §§ 5, 13; 1979 L.M.C., ch. 12, §§ 1, 2; 1980 L.M.C., ch. 41, § 1. See § 29-66 et seq.

Article IV. Reserved*

***Editor's note**-Article IV, §§ 54-69--54-75, relating to bicentennial housing licenses, was repealed by 1976 L.M.C., ch. 33, § 1.

Notes

[Note] ***Cross references**-Smoking prohibited in certain areas, § 24-9; commercial campgrounds, § et seq.

[Note] ***Cross references**-Special housing standards for hostels, boardinghouses, rooming houses and tourist homes, § 26-11; room rental tax, § 52-16; H-M (hotel) zone, § 59-C-4.38; country inn zones, § 59-C-4.39; zoning requirements for boardinghouses, § 59-G-2.10; other special zoning requirements for hotels and motels, § 59-G-2.34; rural resort hotels, § 59-G-2.35.

AGENDA ITEM #18
March 8, 2016
Public Hearing

MEMORANDUM

TO: County Council

FROM: Jeffry L. Zyontz, Senior Legislative Analyst

SUBJECT: **Public Hearing:** Bill 2-16, Transient Housing – Licensing and Registration

Bill 2-16, Transient Housing – Licensing and Registration, sponsored by Lead Sponsor Councilmember Riemer and Co-Sponsor Councilmember Rice, was introduced on February 2, 2016. A Planning, Housing and Economic Development Committee worksession is tentatively scheduled for April 11 at 2 p.m.

Bill 2-16 would revise Chapter 54 of the County Code. The revisions would update the provisions for hotels, delete forms of transient housing no longer allowed by the Zoning Code (Chapter 59), establish a less burdensome method of licensing for Bed and Breakfast establishments and assign responsibilities for licensing between Executive departments.

This Bill anticipates the approval of ZTA 16-03 which will make a Bed and Breakfast a limited use in most residential and mixed-use zones, however, the enactment of Bill 2-16 does not require the approval of ZTA 16-03. The only transient housing allowed by the Zoning Ordinance (Chapter 59 of the code) are hotels and bed and breakfast establishments. ZTA 16-03 would not change that fact. Those establishments are addressed in Bill 2-16.

Currently, the licensing requirements for a Bed and Breakfast are currently the same as the licensing requirements for a hotel. Even though the level of rental activity at a hotel is significantly higher than at a Bed and Breakfast, the County's regulatory burdens are currently identical. An annual license is required for every establishment, with annual inspections. The Department of Health and Human Services has not received any applications for any Bed and Breakfast under current law. No licenses are outstanding.

As introduced, Bill 2-16 would simplify existing requirements for hotels in more precise, concise and decisive text. Licenses for a Bed and Breakfast would be by self-certification but subject to revocation based on substantiated complaints.

This packet contains:	Circle #
Bill 2-16	1
Legislative Request Report	22

Bill No. 2-16
Concerning: Transient Housing – Licensing and registration
Revised: 1/17/16 Draft No. 2
Introduced: February 2, 2016
Expires: August 2, 2017
Enacted:
Executive:
Effective:
Sunset Date: None
Ch. ____, Laws of Mont. Co. ____

COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND

Lead Sponsor: Councilmember Riemer
Co-Sponsor: Councilmember Rice

AN ACT to:

(1) define a bed and breakfast and hotel establishment;
(2) limit the transient housing allowed to a bed and breakfast and a hotel;
(3) require only hotels to comply with most current licensing provisions for transient housing;
(4) revise the requirement for resident hotel management;
(5) delete the requirement for annual hotel inspections;
(6) add a requirement for hotel inspections upon complaint;
(7) establish a licensing system for bed and breakfast establishments;
(8) amend provisions to make them more precise, concise, and decisive; and
(9) generally amend Chapter 54 of the County Code.

By amending
Montgomery County Code
Chapter 54, Transient Lodging Facilities
Sections 54-1, 54-2, 54-3, 54-4, 54-5, 54-6, 54-7, 54-8, 54-9, 54-10, 54-11, 54-12, 54-13, 54-14, 54-15, 54-16, 54-17, 54-18, 54-19, 54-20, 54-21, 54-22, 54-23, 54-24, 54-25, 54-26, 54-27, 54-28, 54-29, 54-30, 54-31, 54-32, 54-33, 54-34, 54-35, 54-36, 54-37, 54-38, 54-39, 54-40, and 54-41

By adding:
Montgomery County Code
Chapter 54, Transient Lodging Facilities
Sections 54-22A, 54-42, 54-43, 54-44, 54-45, 54-46, 54-47, 54-48, and 54-49

Boldface	*Heading or defined term.*
Underlining	*Added to existing law by original bill.*
[Single boldface brackets]	*Deleted from existing law by original bill.*
Double underlining	*Added by amendment.*
[[Double boldface brackets]]	*Deleted from existing law or the bill by amendment.*
* * *	*Existing law unaffected by bill.*

The County Council for Montgomery County, Maryland approves the following Act:

Sec. 1. Sections 54-1, 54-2, 54-3, 54-4, 54-5, 54-6, 54-7, 54-8, 54-9, 54-10, 54-11, 54-12, 54-13, 54-14, 54-15, 54-16, 54-17, 54-18, 54-19, 54-20, 54-21, 54-22, 54-23, 54-24, 54-25, 54-26, 54-27, 54-28, 54-29, 54-30, 54-31, 54-32, 54-33, 54-34, 54-35, 54-36, 54-37, 54-38, 54-39, 54-40, and 54-41 are amended as follows:

54-1. Definitions.

For the purposes of this Chapter, unless the language or context clearly indicates that a different meaning is intended, the following words and phrases have the following meanings:

Average lot grade means the arithmetic average of the highest and lowest elevations of the ground contiguous to the building.

Basement [:That] means that portion of any building [which is] located below grade [;provided, however, that] when at least one-half of the vertical height extends above the average lot grade. [Average lot grade, for this purpose, shall mean the arithmetic average of the highest and lowest elevations of the ground contiguous to the house.]

[*Boardinghouse:* A dwelling in which, for compensation, lodging, or lodging and meals, are provided or offered to not more than 5 transient visitors.]

Bed and Breakfast [:A] means a dwelling unit or part of a dwelling that is available to overnight guests for compensation. Overnight guests on any night must satisfy the definition of one household. A guest must stay at a Bed and Breakfast for no more than 30 days in any one visit. Meals may be provided to overnight guests.

Cellar [:That] means that portion of any building which is located below grade and whose vertical height extends less than one-half above the average lot grade.

Director [*and Department:* The term "Director"] means the Director of the Department of Health and Human Services, or the Director's designee[, and the term "Department" means the Department of Health and Human Services].

Department means the Department of Health and Human Services.

Establishment [:Every hostel, tourist home, boardinghouse, rooming house and guestrooms in an apartment hotel which, for compensation, provides or offers lodging or lodging and meals to transient visitors.] means a hotel or Bed and Breakfast regulated under this chapter.

Fire Code [:The] means the Fire Prevention Code [set forth] in Chapter 22 [of this Code, and any amendments thereto] as amended.

Habitable room [:Any] means a room in which people normally congregate or sleep with a minimum ceiling height of 7 feet. [This shall not include bathrooms,] Bathrooms, closets, porches, decks, toilet rooms, storage rooms, kitchens, [or] and pantries are not habitable rooms.

[*Hostel]* *Hotel* [:Any] means a building or portion [thereof or any group of buildings] of a building where, for compensation, lodging or lodging and meals are provided or offered to 3 or more transient visitors [, including hotels, motels, tourist courts, motor courts, tourist camps and similar establishments such as apartment hotels]. Hotel includes a motel, but not a bed and breakfast.

Household means a person living alone, or any one of the following groups living together as a single housekeeping unit and sharing common living, sleeping, cooking, and eating facilities:

1. any number of people related by blood, marriage, adoption, or guardianship;

2. up to 5 unrelated people; or

3. 2 unrelated people and any children, parents, siblings, or other persons related to either of them by blood, adoption, or guardianship.

[*Liquid wastes:* Human excreta, bath water, wash water, laundry wastes, dishwater and any other liquid wastes resulting from cleaning operations. Gasoline and explosive or inflammable liquids are not included.]

Lodging [:The] means the short-term overnight accommodation of a paying guest.

Plumbing Code [:The] means the Plumbing Code [in effect within the jurisdiction of] adopted by the Washington Suburban Sanitary Commission, [and any other jurisdictions in the County having or subsequently adopting a Plumbing Code, and any changes or revisions thereof] as amended.

[*Rooming house:* In a residential zone, shall mean a dwelling in which, for compensation, lodging is provided or offered to 3 or more but not exceeding 9 guests.]

Solid wastes [:] means garbage, trash, sweepings, animal refuse and dead animals.

[*Tourist home:* A dwelling in which, for compensation, lodging or lodging and meals are provided or offered to not more than 12 transient visitors.]

Transient visitor [:A] means a person who [obtains] purchases lodging, [or lodging and] with or without meals, [upon payment or promise of payment [therefor at the same premises] for a continuous period of [not more than] 6 months or less.

54-2. Authority of [county executive] Executive to regulate and license.

The [county executive] Executive [,in order to implement the health standards and regulations of this chapter, is hereby authorized by law to] may adopt

[such] regulations, under method (3) [of section 2A-15 of this Code], concerning the operation, maintenance [and], conduct, licensing, and license fees for [of] a [any of the types of establishments] hotel or bed and breakfast [referred to in this chapter, including provision of such licenses and license fees for such establishments as he may deem appropriate].

54-3. Guest register - Required [to be kept by hotels, tourist homes, etc.; information to be shown].

Any person who owns or operates a hotel, [rooming house, tourist home, motel, or tourist cabin park] in the County must maintain on the premises a permanent register [in which must be inscribed in ink in legible writing] containing:

(a) the name of each visitor;

(b) the residence address of each visitor, including state, city or town, street and street number or rural mail delivery route number;

(c) the number of the room or facility occupied by each visitor; and

(d) the date and time of registration and checkout of each visitor.

[In tourist homes, motels, and tourist cabin parks the] The register must include a record of the license plate numbers and state of registration of any automobiles or trailers [in or with which the guests are traveling] that guests are using. The owner or operator of the establishment must see that the license plate and automobile or trailer registration information is correct. A person must not occupy any room [or facility] until [after] the registration required under this section is provided. The permanent register may be in a bound book, looseleaf book, or cards. If a looseleaf book or cards are used, the pages or cards must be numbered consecutively before use and all numbered pages or cards must be kept even though they are not used. The register [provided for] required by this section must be kept for at least 3 years and must be open

to inspection upon the request of the Director or of any law enforcement officer of the county or the state.

54-4. Same-Giving or permitting false information to be given prohibited.

[It shall be unlawful for any] A person must not knowingly [to inscribe] write any false or incorrect name or address or license plate number in any such register. [It shall be unlawful for the] The owner, [or] manager, or employee of [any type of establishment or any employee thereof] a hotel must not [to] knowingly [to] permit any person to [inscribe] write any false name or address or license plate number in any such register.

Article II. [Hostels, Rooming Houses, Boardinghouses and Tourist Homes] **Hotels.**

54-5. Numbering of rooms.

Every [establishment shall] hotel must have a unique number on the corridor side of the door to each guest room [and no two (2) doors shall bear the same number].

54-6. Limitation on admission of visitors.

[No establishment shall] A hotel must not admit more visitors than the number for which it is licensed.

54-7. Inspection of register by county officials.

Registers kept [in accordance with] under section 54-3 [shall] must always be available at the [establishment] hotel for inspection by the [director] Director, the fire marshal, the [county] police chief and [such other officials as may be designated by the above named officials] their designees. The licensee may request the official to present [Presentation of] proper credentials or proof of identity [may be requested by the licensee].

54-8. Owner, operator or manager to reside on premises.

The owner, operator, or a responsible manager appointed by the owner or operator [shall reside on the premises of] must be on-site at all times at each [establishment] hotel.

54-9. Parking facilities.

Every [establishment shall] hotel must provide off-street automobile parking for visitors as [is set forth in the zoning ordinance] required by, chapter 59 of [the Montgomery County] this Code, as amended. [No license shall be issued by the director unless he finds the required parking facilities have been provided.]

54-10. Administration and enforcement of article generally.

The [director is hereby authorized and directed to] Director must administer and enforce [the provisions of] this chapter with the assistance of other County departments, as necessary. [All department heads in the county government are hereby authorized and directed to provide such assistance as may be required by the director for the purpose of enforcing this article.]

54-11. Right of entry of county officials.

[For the purpose of enforcing this article, the director] The Director, the fire marshal, the [county] police chief and [such other officials as may be designated by the above named county officials shall] their designee, upon exhibiting the proper credentials or proof of identity, [have the right to] may enter any [establishment for the purpose of making] hotel to make any necessary inspection [they may deem necessary at any time] during business or operating hours [, and at such]. Inspections may also occur at other times [as] if the county officials find [may be necessary in the public interest] it necessary to protect the health and safety of any person.

54-12. Responsibility for compliance with article.

The owner or operator of [an establishment] a hotel, and [his] the hotel's agent or manager, [shall be] are responsible for [conforming to the provisions of] complying with this article.

54-13. Violation of article; penalties [and injunctive, etc., relief].

[Any person who violates] A violation of any provision of this article [shall be] is [subject to punishment for] a class A violation [as set forth in section 1-19 of chapter 1 of the County Code]. [Each day such violation shall continue shall be deemed a separate offense.]

54-14. License required [Required].

[No] Any building [or premises shall be] occupied or used as a [hostel, rooming house, boardinghouse or tourist home] hotel within the county [unless a license shall have been issued] must be licensed for such occupancy and use by the [director, nor shall any] Director. An operator of a [such building or premises be so occupied and used] hotel must cease operating immediately after [such] the license has expired, or has been revoked or suspended.

54-15. Application.

Before the Director issues an annual license for any [establishment shall be issued by the director] hotel under this [division, an application shall be filed by] Division, the owner or operator, or [his duly] their authorized agent, [in accordance with] must file an application that satisfies the regulations [prescribed] approved by the [county executive] Executive under method (3) of section 2A-15 of this Code.

54-16. Compliance with Code, [etc., prior to] before issuance.

[No license shall be issued to] The Director must not issue a license to any [establishment] hotel [to] under this [division] Division unless [such] the

proposed [establishment is in conformance] hotel conforms with the applicable provisions of this Code [and other ordinances of the county].

54-17. Certificates to be filed [prior to] before issuance.

The Director must not issue an initial [annual] license or license renewal under this Division unless the applicant files [the following certificates have been filed] with the Department a certificate:

(a) [A certificate] of use and occupancy from the Department of Permitting Services[.];

(b) [A certificate] from the fire marshal stating that the building [is in compliance with] complies with the fire prevention code[.]; and

(c) [A certificate] from the Director stating that the building or buildings and rooms to be occupied or used by the guests of the [establishment] hotel, and the premises on which such buildings are located, [are in compliance with] comply with the standards and regulations of the County and State Boards of Health.

54-18. Separate license required for each establishment.

[Each individual establishment] The Director must require each hotel, [although] operated by the same management, [shall be required] to obtain a separate license under this [division] Division.

54-19. Fees.

The Executive must establish annual fees for licenses under this [division shall be of such amount as may be established by the county executive] Division by [written] regulation adopted under method (3) of section 2A-15 of this Code. [and shall] Fees must not exceed an amount necessary to defray the costs of administering this [chapter] Chapter.

54-20. Denial where operator has been convicted of certain state law violations.

The Director may deny an initial [or annual] license or license renewal to operate [an establishment] a hotel under this Division if the Director finds the owner or operator of the proposed [establishment has been] hotel was convicted of violating the following provisions of the Criminal Law Article of the Maryland Code:

(a) Section 10-202 (keeping disorderly house);

(b) Title 12 (gaming);

(c) Title 5 (controlled dangerous substances, prescriptions, and other substances); or

(d) Section 10-201 (disturbing the public peace and disorderly conduct).

The Director may deny an initial [or annual license] or license renewal if the owner or operator [has been] was convicted of any similar offense outside Maryland.

54-21. Procedure for issuance or denial.

(a) [Upon receipt of] When an application for [an annual] a license under this [division] Division, or [for renewal of a] when a previously issued license is in the renewal process, the [director shall make or cause to be made] Director or the Director's designee must conduct all investigations and inspections required by this article. The [director shall act upon] Director must approve or deny the application within [ninety (90)] 90 days after the date of filing, or as soon thereafter as practicable. [In cases in which an application] Applications for renewal of [an annual] a license [has been] filed on or before October 1 [as provided in section] under Section 54-25 and [has] that have not been [neither] approved or [disapproved] denied by the [director prior to] Director before the following January 1, [the current license shall remain] remain in [full

force and] effect until approved or denied by the Director application [has been acted upon by the director].

(b) If, [upon the completion of] after all investigations and inspections are completed, the [director] Director finds that the [establishment] hotel for which a license under this [division] Division is requested does not [comply with the provisions] satisfy the requirements of this chapter, [he shall] the Director must, within [ten (10)] 10 days after making such a finding, [cause to be served upon the applicant written] transmit notice of such finding to the applicant [and shall in such]. The notice must advise the applicant of the necessary corrective measures to be taken before [a license will be issued] the Director will issue the license. The [director] Director may [, in such notice,] direct the applicant to appear [before him] within [ten (10)] 10 days from the date of service of the notice to show cause why the license should not be denied. If the applicant [shall fail] fails to show cause as directed in such notice, or [shall fail] fails to take the necessary corrective action [specified therein], the [director shall refuse to issue or renew such license] Director may deny the application.

(c) [All] The Director must send all of the Director's orders and notices [issued by the director hereunder shall be served upon] to the applicant either by registered mail or by personal delivery at the address shown on the application. If the applicant cannot be found in the [county] County, service by personal delivery [shall] must be made [upon] to the person who is [at the time] in charge of the [establishment] hotel.

54-22. Display.

[Each] The applicant must prominently display each license issued under this [division shall be prominently displayed] Division in the [establishment] hotel for which it was issued.

54-22A. Complaints

(a) The Director must investigate any complaints that a licensee is in violation of this Article within 30 days of receiving the complaint/s./s.

(b) If a violation is found, the Director must issue written notice of the violation to the owner or operator requiring that the violation be corrected immediately.

(c) If the violation is not corrected immediately, the Director may revoke or suspend the license under Section 54-26.

54-23. Change of location of establishment; transfer.

(a) Whenever [an establishment] a hotel changes its location, the current license held by such owner or operator under this [division shall automatically become] Division is void.

(b) The [director] Director may [, in his discretion,] authorize the transfer of a license issued under this [division] Division to a new owner or operator upon an application for transfer of the license and payment of a transfer fee [which shall be established by the county executive]. The Executive must establish the transfer fee by [written] regulation adopted under method (3) of section 2A-15 of this Code.

54-24. Expiration.

All [annual] licenses issued under this [division shall] Division expire on December 31 of the year for which they are issued, unless sooner revoked or suspended [as provided in] under this [article] Article.

54-25. Renewal.

[Every establishment shall, on] On or before July 1 of each year, every hotel must make application to the department for renewal of the [annual] license required by this [division] Division. Before [an annual] a license for any [establishment shall be] hotel is renewed by the [director, the director shall have received] Director, the Director must receive, [within ninety (90) days prior to renewing any such license,] certificates as [prescribed in section] required by Section 54-17 [, which shall indicate thereon that the premises have been inspected within ninety (90) days prior to the expiration of the license]. The Director must renew the license after receiving the certificates, completing any outstanding complaint investigations, and finding that the application satisfies this Article.

54-26. Revocation or suspension generally.

(a) The [director] Director may revoke or suspend any license issued under this [division upon finding] Division if the Director finds that the owner or operator of any [establishment] hotel is in violation of any provision of this [article] Article. Any such revocation or suspension [shall] must be by written order directed to [and served upon] the owner or operator of such establishment [in the manner prescribed in subsection (c) of section] under the procedures of subsection 54-21(c). Any such notice of revocation or suspension [shall] must require the holder of the license to appear before the [director] Director and show cause why the license should not be revoked or suspended [in the manner provided above].

(b) The Director may revoke or suspend any license issued under this Division if the Director finds that the [establishment] hotel is disruptive to the general peaceful enjoyment, dangerous to the health and safety, of the community or a nuisance because of noise or indecent or immoral activity by any guest, owner, operator or employee. The Director may

also revoke or suspend any license issued under this Chapter if the owner or operator of the [establishment] hotel has, while operating the establishment, been convicted of violating:

(1) the provisions of the Criminal Law Article of the Maryland Code [listed] in section 54-20; or

(2) the drunkenness and disorderly conduct provisions of Section 10-201 of the Criminal Law Article of the Maryland Code while on the licensed premises.

Revocation or suspension of a license under this subsection must follow the procedures in Section 54-21(b).

54-27. Appeals from denial, revocation or suspension.

Any person aggrieved by the denial, revocation or suspension of a license under this [division] Division may appeal from the action of the [director] Director to the [county board of appeals] Board of Appeals. Such person [shall] must file a [written] notice of appeal with the clerk of the [board of appeals] Board of Appeals within [twenty (20)] 20 days after service of notice of such action. Upon receiving such appeal, the [board of appeals shall] Board of Appeals must hold a hearing [thereon] within [thirty (30)] 30 days after the notice of appeal has been filed, and [shall] must act upon [such] the appeal within [thirty (30)] 30 days after the hearing. [The council may, by resolution entered on its minutes, extend such periods of time.]

Division 3. Health Standards and Regulations.

54-28. Water and sewer facilities.

Water and sewer facilities in every [establishment] hotel must be connected to public lines where such lines are available. [In the event no] When public sewer lines are not available, the [sewage must be collected, treated and disposed of in an independent sewerage system which complies with the

standards of the excreta disposal laws of the State and of] private sewage system must satisfy Chapter 45 of this Code. [In the event no] When public water lines are not available, [no] only a water supply [may be used by an establishment unless it has been] approved by the Director [of the Department of Health and Human Services] may be used.

54-29. Plumbing facilities.

[All plumbing facilities in establishments shall be constructed, installed and maintained so as to prevent sanitary hazards.] Toilet and bath facilities [shall be provided in accordance with] must satisfy the plumbing code for the Washington Suburban Sanitary Commission [and any amendments thereto] as amended.

54-30. Disposal of solid waste.

All solid waste [at establishments shall] must be stored in covered metal receptacles [which shall be]. These receptacles must be removed from the premises and cleaned at least once a week or as often as [prescribed by the director] the Director requires. All such waste [shall be burned, buried or otherwise] must be disposed of in [such] a manner [as] that does not [to] constitute a nuisance [or to be accessible to animals or flies].

54-31. [Screens.] Insects.

[All outside doors, windows and other outside openings in establishments shall be adequately screened against flies, mosquitoes and other insects. If the establishment is completely air-conditioned, screening shall not be required.] All interior spaces must be maintained free of all insects. Any infestation must be immediately addressed by management.

54-32. Minimum size of rooms.

(a) [No] Any habitable room [shall be occupied at] in

[an establishment unless it contains] a hotel must be at least [seventy (70)] 70 square feet in floor area and there must be at least [fifty (50)] 50 square feet of floor area for each person. Children under [twelve (12)] 12 years of age [shall be] are counted as one-half person. Children under [one] [(1)] 1 year of age [shall] are not counted as a person for the purpose of this requirement.

(b) At least one-half of the floor area of every habitable room [shall] must have a ceiling height of at least [seven (7)] 7 feet, and the floor area of that part of any room where the ceiling height is less than [five (5)] 5 feet [shall] is not [be] considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy [thereof] of the room.

54-33. Heating and ventilation.

All rooms in [establishments shall] hotels must be adequately heated and ventilated. Every habitable room [shall] must have at least one [(1)] easily opened window or skylight [which can easily be opened], or such other device [as will] that adequately [ventilate] ventilates the room. Every [establishment shall] hotel must have a heating [facilities which are] system. The heating system must be properly installed and maintained in safe and good working condition [. Such heating facilities shall be] capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments to a temperature of at least [seventy (70)] 70 degrees Fahrenheit at a distance of [three (3)] 3 feet above floor level under ordinary minimum winter conditions.

54-34. Lighting.

All rooms in [establishments shall] hotels must be adequately lighted [by either natural or artificial light and additional] including light [shall be provided] for reading [purposes].

54-35. Basement rooms.

[No habitable room shall be located in the basement of an establishment unless the] Only when basement floors and walls are constructed of material impervious to water, may a habitable room be located in a basement.

54-36. Cellar rooms.

A room in a cellar [shall not be considered] is not a habitable room [and shall not be used by any establishment for habitation].

54-37. Bedding and linen.

(a) All mattresses, blankets and other bedding used at [establishments shall] hotels must be kept clean and free of bedbugs.

(b) Clean sheets and pillow slips [shall] must be provided in [establishments] hotels at least once each week and after each succeeding guest.

[(c) Two (2) clean towels shall be provided for each establishment guest at least twice each week and after each succeeding guest.]

54-38. [Drinking glasses.] Reserved.

[Drinking glasses used in any establishment shall be sterilized at least after each succeeding guest and common drinking glasses shall be prohibited.]

54-39. Food, dining rooms and kitchens.

Food, public dining rooms and kitchens in each [establishment shall comply with the provisions of chapter] hotel must satisfy Chapter 15 of this Code [and any amendments thereto] as amended.

54-40. Maintenance of premises.

Every owner or operator of [an establishment shall be] a hotel is responsible for maintaining all parts of the establishment, in a clean and sanitary condition [all parts of the establishment], including the land on which the

[establishment] hotel is located. Every owner or operator [shall be] is responsible for maintaining the [establishment] hotel in good repair.

54-41. Inspections and report of violations of article.

The Department [of Health and Human Services] is responsible for making all necessary inspections [of the establishments] regulated under this Article and must report to the Director any violations of this Division.

Article III. [Reserved] Bed and Breakfast.

54-42. Administration

In this Article, *Director* means the Director of the Department of Housing and Community Affairs or the Director's designee. The Director must administer this Article.

54-43. License required.

A person must not operate a bed and breakfast in the County without a license issued by the Director. After the initial issuance of a license, the license must be renewed once a year.

54-44. Certification for a License.

An application for a bed and breakfast license or a license renewal must be signed by the applicant. The applicant must certify that:

(a) the building in which the bed and breakfast is located complies with all applicable zoning standards under Chapter 59 of this Code;

(b) the overnight occupants of each dwelling unit will satisfy the definition of one household;

(c) only habitable rooms will be used by guests;

(d) smoke detectors operate as designed;

(e) sanitation facilities operate as designed;

(f) the applicant has not been found guilty of a violation of this Chapter in the past 12 months;

(g) all local taxes and required fees are paid in full;

(h) the dwelling unit where the bed and breakfast is located is the primary residence of the applicant; and

(i) the applicant is the owner or authorized agent of the facility.

54-45. Applications.

The Director must establish an electronic method of submitting, issuing, renewing, denying, and revoking an application for a license through the internet.

54-46. License Approval and Renewal.

The Director must:

(a) accept the self-certification of the applicant after verifying compliance by reviewing available records; and

(b) approve or deny a license or a license renewal within 15 working days after receipt of the application and all required fees unless the Director receives a challenge to the certifications under Section 54-47.

54-47. Challenge to Certifications.

(a) A challenge to any required certification made by the applicant may be filed with the Director within 30 days after the application is filed by:

(1) a resident or owner of real property located within 300 feet of a licensed or proposed bed and breakfast; or

(2) a civic or homeowner's association comprised of property owners located within 300 feet of a licensed or proposed bed and breakfast.

(b) The Director must, within 60 days after receipt of the challenge:

(1) provide notice of the challenge to the applicant;

(2) provide an opportunity for the applicant to respond to the challenge;

(3) investigate the question of fact raised by the challenge; and

(4) revoke or deny the license if the Director finds that one or more facts certified by the applicant is false.

54-48. Appeals.

Any person aggrieved by an approval, denial, revocation or suspension of a bed and breakfast license may appeal the decision to the Board of Appeals. The Board of Appeals must hold a hearing on the appeal within 30 days after the notice of appeal has been filed, and must act on the appeal within 30 days after the hearing.

54-49. Effect of a revocation.

For a period of 3 years after a license is revoked, the Director must not issue a bed and breakfast license to:

(a) the former licensee or a member of the former licensee's household; or

(b) any applicant for a license to use the same dwelling unit where the license was revoked.

Approved:

Nancy Floreen, President, County Council — Date

Approved:

Isiah Leggett, County Executive — Date

This is a correct copy of Council action.

Linda M. Lauer, Clerk of the Council — Date

LEGISLATIVE REQUEST REPORT

Bill 2-16
Transient Housing – Licensing and Registration

DESCRIPTION:	The Bill would amend Chapter 54 of the County Code by updating and simplifying licensing and registration requirements.
PROBLEM:	The code includes forms of transient housing that are no longer permitted by the zoning code. The requirements for hotels are out dated. The requirements for non-hotels are overly burdensome. The Department responsible for all forms of transient housing has only issued licenses for hotels.
GOALS AND OBJECTIVES:	The Bill will make the process for licensing and registration more efficient for hotels and other transient housing.
COORDINATION:	Department of Permitting Services, Health and Human Services and Housing and Community Development.
FISCAL IMPACT:	To be requested.
ECONOMIC IMPACT:	To be requested.
EVALUATION:	To be requested.
EXPERIENCE ELSEWHERE:	To be researched.
SOURCE OF INFORMATION:	Departments of Permitting Services, Health and Human Services and Housing and Community Development.
APPLICATION WITHIN MUNICIPALITIES:	To be researched.
PENALTIES:	NA

F:\LAW\BILLS\15xx Bed & Breakfast\LRR.Docx

MCPB
Item No.
Date: 3-3-16

Zoning Text Amendment (ZTA) No. 16-03, Land Use – Bed and Breakfast

GR Gregory Russ, Planner Coordinator, FP&P, gregory.russ@montgomeryplanning.org, 301-495-2174
PD Pam Dunn, Chief, FP&P, pamela.dunn@montgomeryplanning.org, 301-650-5649

Completed: 02/25/16

Description

Zoning Text Amendment (ZTA) No. 16-03 would amend the definition of a Bed and Breakfast and allow a Bed and Breakfast as a limited use in all residential and mixed-use (Commercial/Residential) zones. Currently, a Bed and Breakfast requires conditional use approval in the R-90 and R-60 zones and is not allowed in the R-40, Residential Townhouse, Residential Multi-Unit zones and the CR zone. The ZTA has the intent of expanding the opportunities for short-term tenancy in the County.

Summary

Staff provides the following comments on ZTA No. 16-03 to amend the definition of a Bed and Breakfast and allow a Bed and Breakfast as a limited use in all residential and mixed-use (Commercial/Residential) zones. These modifications generally allow the short-term rental or use of residential and mixed use property. Staff is concerned that the relaxation of the duration of tenancy requirements for a Bed and Breakfast use could impact the character of existing residential neighborhoods. Staff believes that, generally, the short term rental or use of residential property should be regulated separate from a Bed and Breakfast use, thereby maintaining the "spirit" of the current Bed and Breakfast use and definition (to be allowed only in an owner-occupied detached house), including many of the existing use standards. Staff also believes that the current requirement for conditional use approval in the smaller lot R-90 and R-60 zones should be retained. A Bed and Breakfast is categorized under the Commercial Use Group as "Lodging" and should remain as such. Other forms of short term rental should be considered "accessory" to the primary residential use of a property and therefore established under the "Accessory Residential Uses" use group of Section 59-3.1.6, Use Table. Staff also recommends that short term residential occupancy of a dwelling or room be restricted to a maximum specified number of days per month (14 days) and per year (90 days as a recommended starting point), and be monitored and licensed by the County. Staff further recommends that the permanent resident, (the property owner or tenant who "hosts" the short term

rental of the unit) must reside in the dwelling unit at least 6 months in a calendar year. The timeframes associated with staff's comments are only stated as place holders for continued discussions. Staff's intent is to strike a balance: recognizing the demand for short term tenancy of residential property without commercializing residential neighborhoods.

Staff recommends that the Bed and Breakfast standards revert to its current provisions-Pre-ZTA 16-03. Attachment 2 depicts a draft ZTA that staff would support reflecting a new short-term tenancy provision.

Background/Analysis

Under the new Zoning Code, household living is defined as the residential occupancy of a dwelling by a household on a monthly or longer basis. Currently, an owner may not rent "or loan for no charge" their dwelling for shorter time periods. A Bed and Breakfast is a separately defined use (a detached house that is owner-occupied with no more than 5 guest rooms for rent and customarily serves breakfasts to guests) with specific standards. In the opinion of the sponsor, the limitations on short-term rental forecloses the opportunity for owners to benefit from the sharing economy. The sponsor believes that the opportunities for short-term tenancy should be expanded.

ZTA No. 16-03 would allow a means for property owners to earn income through the "sharing economy". In particular, it would allow for "Airbnb" or other similar short term residential rentals. Airbnb is an internet based incarnation of a bed and breakfast. Airbnb allows the occupant of a housing unit to advertise their willingness to rent an entire residence, or room or space in the residence, *for any duration*; rentals could be as short as 1 day, but are generally for fewer than 30 days. Homeowners or tenants renting space to Airbnb users would still be required to obtain a County license allowing "transient visitors."

Bed and Breakfast Standards

ZTA 16-03 would revise the standards for a Bed and Breakfast. Currently, there are minimum lot size requirements for a Bed and Breakfast (In the Agricultural, Rural Residential, and Residential zones, the minimum lot area is the greater of 9,000 square feet or the minimum lot area for a detached house building type in the zone. In these same zones, on a lot of less than 2 acres, a maximum of 3 bedrooms may be designated as guest rooms for which compensation is charged). Those limits would be eliminated under ZTA 16-03. There would be two new standards: 1) the number of people allowed would be limited to 5 unrelated people or one family of any size; and 2) the dwelling must be the primary residence of the licensee. Also, the time period a guest can remain in a Bed and Breakfast in one visit is proposed to increase from a maximum of 14 days to 30 days.

The County Code requires the licensing of all transient housing. ZTA 16-03 is being introduced in conjunction with Bill 2-16. Bill 2-16 would update the licensing requirements for all transient housing, including a Bed and Breakfast.

Currently, a Bed and Breakfast is allowed in the AR, R, RC, RNC, RE-2, RE-2C, RE-I, R-200, CRN, CRT, GR, and NR zones as a limited use. It is also currently allowed as a conditional use in the R-90 and R-60 zones. In addition to the zones where it is currently allowed as a limited use, ZTA 16-03 would also allow it as a limited use in the R-90, R-60, R-40, TLD, TMD, THD, R-30, R-20, R-10, CR, RT-6.0, RT-8.0, RT-I0.0, RT-12.5, RT-15.0, R-H, PD, T-S, PNZ, and PCC zones.

ZTA No. 16-03 Provisions and Staff Comments

ZTA No. 16-03 proposes to amend the definition of a Bed and Breakfast and allow a Bed and Breakfast as a limited use in all residential and mixed-use (Commercial/Residential) zones. These modifications generally allow the short-term residential rental of residential and mixed use property. Staff is concerned that the relaxation of the duration of tenancy requirements for a Bed and Breakfast use could impact the character of existing residential neighborhoods.

Staff believes that, generally, the short term rental of residential property should be regulated separate from the current Bed and Breakfast use, thereby maintaining the "spirit" of the current Bed and Breakfast definition (to be allowed only in an owner-occupied detached house), and a number of the existing use standards (for example, minimum lot area, the number of guest rooms per a specific lot area). Staff also believes that the current requirement for conditional use approval in the smaller lot R-90 and R-60 zones should remain. A Bed and Breakfast is categorized under the Commercial Use Group as "Lodging" and should remain as such. Other forms of short term rental should be considered "accessory" to the primary residential use of a property and therefore established under the "Accessory Residential Uses" use group of Section 59-3.1.6, Use Table (establish the name- "Short-Term Residential Tenancy", and define). Staff also recommends that short term residential occupancy of a dwelling or room be restricted to a maximum specified number of days per month (14 days) and per year (90 days as a recommended starting point), and be monitored and licensed by the County. Staff further recommends that the permanent resident, (the property owner or tenant who "hosts" the short term rental of the unit) must reside in the dwelling unit at least 6 months in a calendar year. The timeframes associated with staff's comments are only stated as place holders for continued discussions. The intent is to strike a balance: recognizing the demand for short term tenancy of residential property without commercializing residential neighborhoods. (In San Francisco, for example, a property owner or tenant, can rent out their house or apartment for periods of fewer than 30 days for a maximum of 90 days a year; if the primary resident remains on-site, there is no limitation). Staff's research has shown short term rental limits ranging from 17 rental periods a year (with no more than one rental within a seven day period) up to 95 days a year (See Attachments 3 & 4 for additional short-term tenancy requirements in various jurisdictions).

Short-term tenancy vs. Bed and Breakfast Lodging

In general, short term rental housing differs from bed & breakfasts, hotels, motels, and other lodging uses by providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. Although bed & breakfasts often are similar in appearance and location to many short-term rentals, they differ in their requirement for presence of the owner/operator on-site. *ZTA 16-03 would eliminate the requirement for owner occupancy for a Bed and Breakfast use but replaces it with a standard that requires the dwelling unit to be the primary residence of the bed and breakfast licensee.*

Bed and Breakfast means a detached house that is owner-occupied with no more than 5 guest rooms for rent and customarily serves breakfasts to guests. It is further categorized under the Lodging use group which means *a building used for the short-term overnight accommodation of paying guests.* Bed and Breakfast is a limited use in most Residential Detached, Rural Residential and Agricultural Reserve zones and requires a conditional use permit in the smaller lot R-60 and R-90 zones. Use standards are in place to address a number of potential issues including but not limited to compatibility with neighboring properties, number of guest nights allowed per visit, parking, number of guest rooms per a specific lot area, and under the conditional use standards, adverse impact limitations. Staff is concerned that eliminating the conditional use requirement for a Bed and Breakfast in the smaller lot R-90 and R-60 zones could impact the case-by-case mitigation measures of the Hearing Examiner to address potential neighborhood character impacts for a use that is commercial in nature. As stated in the section above, staff believes that short-term rental or use of residential property should be regulated separate from the bed and breakfast use. Regulations for short term tenancy should include the establishment of standards minimizing potential impacts to residential neighborhoods by limiting the number of short term (under 30 days) rental days permitted per year and per month.

Conclusion

Widespread conversion of residential housing to short-term rentals, when taken to extremes, could result in the loss of housing for permanent residents. But, with the rise of the sharing economy, and the economic and social benefits to residents of sharing resources, short-term rental activity continues to grow. This has led the Council to work toward strengthening short-term rental laws, and prompted an examination of parameters to regulate short-term rentals and established a pathway to legalize this activity. ZTA 16-03 attempts to accomplish these goals by modifying the definition of Bed and Breakfast to encompass all types of short-term tenancy. However, staff believes that a clearer method of accomplishing this goal is to address the use as accessory to the Residential use category (as a new defined use - "Short-Term Tenancy") thereby maintaining the integrity of the Bed and Breakfast use standards and definition. Staff recommends that the Bed and Breakfast standards revert to its current provisions. Attachment 2 depicts a draft of a ZTA that staff would support reflecting a new short-term tenancy provision.

Attachments

1. ZTA No. 16-03 as introduced
2. Potential language to be included in ZTA No. 16-03 or a separate ZTA
3. Short-Term Tenancy Summary Matrix
4. Short Term Residential Rentals in Other Jurisdictions

ATTACHMENT 1

Zoning Text Amendment No.: 16-03
Concerning: Land Use – Bed and Breakfast
Draft No. & Date: 1 – 01/06/16
Introduced: February 2, 2016
Public Hearing:
Adopted:
Effective:
Ordinance No.:

COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND SITTING AS THE DISTRICT COUNCIL FOR THAT PORTION OF THE MARYLAND-WASHINGTON REGIONAL DISTRICT WITHIN MONTGOMERY COUNTY, MARYLAND

By: Councilmember Riemer

AN AMENDMENT to the Montgomery County Zoning Ordinance to:

- allow a Bed and Breakfast as a limited use in all Residential and all Commercial/Residential zones;
- revise the definition and requirements for a Bed and Breakfast;
- delete the requirements for a Bed and Breakfast as a conditional use; and
- generally amend the provisions for a Bed and Breakfast

By amending the following sections of the Montgomery County Zoning Ordinance, Chapter 59 of the Montgomery County Code:

DIVISION 59-3.1.	"Use Table"
Section 59-3.1.6.	"Use Table"
DIVISION 59-3.5.	"Commercial Uses"
Section 59-3.5.6.	"Lodging"
DIVISION 8.2.	"Residential Floating Zone"
Section 8.2.3.	"Use Table for the RT and R-H zones
DIVISION 8.3.	"Planned Unit Development Zones"
Section 8.3.2.	"PD Zone"

EXPLANATION: ***Boldface*** *indicates a Heading or a defined term.*
Underlining indicates text that is added to existing law by the original text amendment.
[Single boldface brackets] indicate text that is deleted from existing law by original text amendment.
Double underlining indicates text that is added to the text amendment by amendment.
[[Double boldface brackets]] indicate text that is deleted from the text amendment by amendment.
** * * indicates existing law unaffected by the text amendment.*

ORDINANCE

The County Council for Montgomery County, Maryland, sitting as the District Council for that portion of the Maryland-Washington Regional District in Montgomery County, Maryland, approves the following ordinance:

Sec. 1. DIVISION 59-3.1 is amended as follows:

* * *

Section 3.1.6. Use Table

The following Use Table identifies uses allowed in each zone. Uses may be modified in Overlay zones under Division 4.9.

USE OR USE GROUP	Definitions and Standards		Residential														Commercial/ Residential			
			Residential Detached							Residential Townhouse			Residential Multi-Unit							
			RE-2	RE-2C	RE-1	R-200	R-90	R-60	R-40	TLD	TMD	THD	R-30	R-20	R-10		CRN	CRT	CR	
* * *																				
COMMERCIAL																				
* * *		* * *																		* * *
LODGING	3.5.6																			
Bed and Breakfast	3.5.6.B		L	L	L	L	[C] L	[C] L	L	L	L	L	L	L	L		L	L	L	
Hotel, Motel	3.5.6.C																	P	P	
* * *																				
Key: P = Permitted Use L = Limited Use C = Conditional Use Blank Cell = Use Not Allowed																				
* * *																				

Sec. 2. DIVISION 59-3.5 is amended as follows:

Division 3.5. Commercial Uses

* * *

Section 3.5.6. Lodging

A. Defined, In General

Lodging means a building, dwelling unit, or a portion of a dwelling unit used for the short-term overnight accommodation of paying guests.

B. Bed and Breakfast

1. Defined

Bed and Breakfast means [a detached house that is owner-occupied with no more than 5 guest rooms for rent and customarily serves breakfasts to guests.] a dwelling unit that is available for lodging. A Bed and Breakfast includes a dwelling unit that makes available the entire dwelling unit or any portion of the unit for rental periods. Meals may be provided to overnight guests when the provider satisfies the requirements of Chapter 15.

2. Use Standards

a. Where a Bed and Breakfast is allowed as a limited use, it must satisfy the following standards:

i. A Bed and Breakfast is prohibited in a dwelling unit [that also provides guest rooms for roomers, or] in a Farm Tenant Dwelling, or on a site that includes an Accessory Apartment.

ii. [The display of a sign must include the official house number.]

[iii. Breakfast is the only meal that may be served and only to] The overnight guests on any night must satisfy the definition of one household.

[iv]iii. A guest must only remain in a Bed and Breakfast for a maximum of [14] 30 days in any one visit.

[v]iv. A record of all overnight visitors must be maintained.

[vi]v. The Bed and Breakfast must be [registered with DPS] licensed under Chapter 54.

[vii. In the Agricultural, Rural Residential, and Residential zones, the minimum lot area is the greater of 9,000

square feet or the minimum lot area for a detached house building type in the zone.]

[viii. In the Agricultural, Rural Residential, and Residential zones, on a lot of less than 2 acres, a maximum of 3 bedrooms may be designated as guest rooms for which compensation is charged.]

vi. The dwelling unit must be the primary residence of the bed and breakfast licensee.

[ix]vii. In the Agricultural and Rural Residential zones, a Bed and Breakfast may be allowed in an accessory building designated as historic on the Master Plan for Historic Preservation.

[x]viii. [Parking must be located behind the front building line] On-site parking that satisfies the property's zoning is required.

[xi]ix. In the AR zone, this use may be prohibited if not accessory to Farming under Section 3.1.5, Transferable Development Rights.

[b. Where a Bed and Breakfast is allowed as a conditional use, it may be permitted by the Hearing Examiner under all limited use standards, Section 7.3.1, Conditional Use, and the following standards:

i. The Hearing Examiner may deny a petition for a Bed and Breakfast with frontage on and access to a road built to less than primary residential standards if it finds that road access will be unsafe and inadequate for the anticipated

traffic to be generated or the level of traffic would have an adverse impact on neighboring residences.

ii. If there is inadequate space for parking behind the front building line, the Hearing Examiner may approve an alternative placement for parking.

iii. Screening under Division 6.5 is not required.

iv. To avoid an adverse neighborhood impact and assure that the residential use remains predominant, the Hearing Examiner may limit the number of transient visitors who may be accommodated at one time or the number of visits in any 30-day period.]

Sec. 3. DIVISION 59-8.2 is amended as follows:

Division 8.2. Residential Floating Zones

* * *

Section 8.2.3. Use Table for the RT and R-H zones

A. Section 3.1.1 through Section 3.1.4 apply to the Use Table in Section 8.2.3.

B. The following Use Table identifies uses allowed in each zone. Uses may be modified in Overlay zones under Division 4.9.

USE OR USE GROUP	Definitions and Standards	RT-6.0	RT-8.0	RT-10.0	RT-12.5	RT-15.0	R-H
* * *							
COMMERCIAL							
* * *							
Eating and Drinking	3.5.3						
Restaurant	3.5.3.B						C[7]
Lodging	3.5.6						
Bed and Breakfast	3.5.6.B	L	L	L	L	L	L
Office and Professional	3.5.8						
* * *							

Sec. 4. DIVISION 59-8.3 is amended as follows:

Division 8.3. Planned Unit Development Zones

* * *

Section 8.3.2. PD Zone

* * *

B. Uses

* * *

2. Commercial Uses

* * *

d. A Bed and Breakfast is allowed as a limited use under Section 3.5.6.B.

* * *

Sec. 5. Effective date. This ordinance becomes effective 20 days after the date of Council adoption.

This is a correct copy of Council action.

_____

Linda M. Lauer, Clerk of the Council

ATTACHMENT 2

Zoning Text Amendment No.: 16-XX
Concerning: Accessory Residential Uses – Tenancy Duration
Draft No. & Date: 1 – 2/25/16
Introduced:
Public Hearing:
Adopted:
Effective:
Ordinance No.:

COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND SITTING AS THE DISTRICT COUNCIL FOR THAT PORTION OF THE MARYLAND-WASHINGTON REGIONAL DISTRICT WITHIN MONTGOMERY COUNTY, MARYLAND

By:

AN AMENDMENT to the Montgomery County Zoning Ordinance to:

- define "short-term tenancy";
- establish limited use standards for short-term tenancy; and
- to generally allow the short-term rental or use of residential property

By amending the following sections of the Montgomery County Zoning Ordinance, Chapter 59 of the Montgomery County Code:

DIVISION 59.1.4	"Defined Terms"
Section 59.1.4.2	"Specific Terms and Phrases Defined"
Division 59.3.1.	"Use Table"
DIVISION 59.3.3	"Residential Uses
Section 59.3.3.3	"Accessory Residential Uses"
DIVISION 59.8.2	"Residential Floating Zones"
DIVISION 59.8.3.	Planned Unit Development Zones

EXPLANATION:	***Boldface*** *indicates a Heading or a defined term.* *Underlining indicates text that is added to existing law by the original text amendment.* *[Single boldface brackets] indicate text that is deleted from existing law by original text amendment.* *Double underlining indicates text that is added to the text amendment by amendment.* *[[Double boldface brackets]] indicate text that is deleted from the text amendment by amendment.* ** * * indicates existing law unaffected by the text amendment.*

ORDINANCE

The County Council for Montgomery County, Maryland, sitting as the District Council for that portion of the Maryland-Washington Regional District in Montgomery County, Maryland, approves the following ordinance:

Sec. 1. DIVISION 59.1.4 is amended as follows:

Division 59.1.4 Defined Terms

* * *

Section 59.1.4.2 Specific Terms and Phrases Defined

In this Chapter, terms that are not specifically defined have their ordinary meaning. The following words and phrases have the meanings indicated.

* * *

Shooting Range (Outdoor): See Section 3.5.10.J.1

Short-Term Tenancy: See Section 3.3.3.I

* * *

Sec. 2. DIVISION 59.3.1 is amended as follows:

Division 59.3.1. Use Table

* * *

Section 59.3.1.6. Use Table

The following Use Table identifies uses allowed in each zone. Uses may be modified in Overlay zones under Division 4.9.

						Residential																							
		Ag	Rural Residential			Residential Detached							Residential Townhouse			Residential Multi-Unit			Commercial/ Residential			Employment				Industrial		
USE OR USE GROUP	Definitions and Standards	AR	R	RC	RNC	RE-2	RE-2C	RE-1	R-200	R-90	R-60	R-40	TLD	TMD	THD	R-30	R-20	R-10	CRN	CRT	CR	GR	NR	LSC	EOF	IL	IM	IH
* * *																													
RESIDENTIAL																													
ACCESSORY RESIDENTIAL USES	3.3.3.																												
Short-Term Tenancy	3.3.3.I	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L				

* * *

Sec. 3. DIVISION 59.3.3 is amended as follows:

DIVISION 59.3.3. Residential Uses

* * *

Section 59-3.3.3. Accessory Residential Uses

* * *

I. Short-Term Tenancy

1. Defined

Short-Term Tenancy means the residential occupancy of a dwelling unit by a household for less than a month. Short-Term Tenancy is not a Bed and Breakfast.

2. Use Standards

Where Short-Term Tenancy is allowed as a limited use, it must satisfy the following standards:

a. Short-Term Tenancy is prohibited in a dwelling unit in a Farm Tenant Dwelling or on a site that includes an Accessory Apartment.

b. The property owner or tenant must reside in the dwelling unit a minimum of 6 months in a calendar year.

c. The property can only be used for Short-Term Tenancy a maximum of 14 days in a month and 90 days in a calendar year.

d. The use must be licensed under Chapter 54.

e. A record of all overnight visitors must be maintained.

Sec. 4. DIVISION 59-8.2 is amended as follows:

Division 8.2. Residential Floating Zones

* * *

Section 8.2.3. Use Table for the RT and R-H zones

A. Section 3.1.1 through Section 3.1.4 apply to the Use Table in Section 8.2.3.

B. The following Use Table identifies uses allowed in each zone. Uses may be modified in Overlay zones under Division 4.9.

USE OR USE GROUP	Definitions and Standards	RT-6.0	RT-8.0	RT-10.0	RT-12.5	RT-15.0	R-H
* * *							
Accessory Residential Uses	3.3.3						
* * *							
Short-Term Tenancy	3.3.3.I	L	L	L	L	L	L
* * *							

Sec. 5. DIVISION 59-8.3 is amended as follows:

Division 8.3. Planned Unit Development Zones

* * *

Section 8.3.2. PD Zone

* * *

B. Uses

* * *

1. Residential Uses

* * *

c. Short-Term Tenancy is allowed as a limited use under Section 3.3.3.I.

* * *

Sec. 6. Effective date. This ordinance becomes effective 20 days after the date of Council adoption.

This is a correct copy of Council action.

_____

Linda M. Lauer, Clerk of the Council

ATTACHMENT 3

Jurisdiction	Terms of Use	Owner or Tenant Occupancy Requirement	Limitation on # of days per year a dwelling can be rented	Liability Insurance Required	Limitation on # of bedrooms rented or # occupants allowed	Geographic/Zoning Limitations
San Francisco	Short-Term Residential Rental	Yes	Unlimited if resident is present; 90 nights if resident *not* present	Yes, or must be provided by hosting platform		
Jersey City	Short Term Rental	No	No (but a license is required if 1 person offers 5+ units)	No		
Portland	Accessory Short Term Rental	Yes	• Up to 2 bedrooms: unlimited if resident is present and 95 days if resident is *not* present • 3-5 bedrooms: conditional use review required	No	5 bedrooms; # of occupants may not exceed number allowed for household	The number of dwelling units in a multi-dwelling structure or a triplex that can have an accessory short-term rental is limited to 1 unit or 25 percent of the total number of units in the structure, whichever is greater
Nashville	Short Term Rental Property	No	No	Yes	2x the number of bedrooms + 4	3% cap on percentage of non-owner occupied single and two family rentals in each census tract
DC	Home Occupation/ Bed and Breakfast?	Yes, unless property owner gets a use variance & general business license	No?		2 renters, although 3 or more renters may be allowed with approval from Board of Zoning Adjustment and a general business license	
New York	?	Yes	No limitation, but owner must be present			
Philadelphia	Limited Lodging	No?	180		Up to 3 persons (including owner & renters) unrelated by blood, marriage, etc	

Short Term Residential Rentals in Other Jurisdictions

The laws governing short term residential rentals in the 6 jurisdictions described in this document are varied, but some common elements that are regulated in several jurisdictions include:

- A resident occupancy requirement & occupancy requirement during the rental period
- A limitation on the number of days per year the unit can be rented
- A liability insurance requirement
- A limitation on the number of bedrooms rented or the number of occupants allowed or the number of simultaneous rentals to more than one party under separate contracts
- A geographic or spacing requirement
- A noticing requirement to neighbors

San Francisco

San Francisco defines the use *Short-Term Residential Rental* as:

> *A Tourist or Transient Use where all of the following conditions are met:*
>
> *(a) The Residential Unit is offered for Tourist or Transient Use by the Permanent Resident of the Residential Unit;*
> *(b) The Permanent Resident is a natural person;*
> *(c) The Permanent Resident has registered the Residential Unit and maintains good standing on the Department's Short-Term Residential Rental Registry; and*
> *(d) The Residential Unit is not subject to the Inclusionary Affordable Housing Program.... Or any other applicable law or regulation prohibits the permanent resident from subleasing, renting or otherwise allowing Short-Term Residential Rental of the Residential Unit.*

The use is subject to the following:

- A resident can rent out a portion of their unit while they are present for an unlimited number of nights per year and they can rent out their entire unit (or a portion) while they are *not* present for a maximum of 90 nights per year (the wording of the law requires that the resident occupy the dwelling for a minimum number of days during each calendar year).
- Permanent resident maintains liability insurance appropriate to cover the Short-Term Residential Rental use in the aggregate of not less than $500,000 or conducts each Short-Term Residential Rental transaction through a Hosting Platform that provides equal or greater coverage.
- Residential Unit must be registered on the Short-Term Residential Registry
- Permanent Resident includes the Department-issued registration number on any Hosting Platform listing or other listing offering the Residential Unit for use as a Short-Term Residential Rental

- For units subject to rent control provisions, the Permanent Resident complies with the initial rent limitation for subtenants and charges no more rent than the rent the Resident is paying to any landlord per month

http://www.sfbos.org/ftp/uploadedfiles/bdsupvrs/ordinances14/o0218-14.pdf

Jersey City

Jersey City defines the use *Short Term Rental* as:

> *The accessory use of a Dwelling Unit for occupancy by someone other than the unit's owner or permanent resident for a period of less than 30 consecutive days.*

Short Term Rentals are permitted as an accessory use to a permitted principal residential use in all zoning districts and redevelopment plan areas where residential uses are permitted provided:

- The person offering a Dwelling Unit for Short-Term Rental use must be the owner or lessee of the residence in which the Short-Term Rental activity occurs.
- If one person offers more than 5 separate dwelling units for short-term rental use in the city, a license is required.
- No signage identifying the Short-Term Rental use is allowed.
- The use be conducted in a manner that does not materially disrupt the residential character of the neighborhood.
- No equipment or process shall be used in the Short-Term rental which creates glare, fumes, odors, or other nuisance factors detectable to the human senses outside the lot on which the Short-Term Rental is conducted.

http://www.cityofjerseycity.com/uploadedFiles/Public_Notices/Agenda/City_Council_Agenda/2015/2015_Ordinance_2nd_Reading/Agenda%20Document(19).pdf

Portland

Portland defines the use *accessory short term rental* as "where an individual or family resides in a dwelling unit and rents bedrooms to overnight guests for fewer than 30 consecutive days."

Rentals of 6 or more guestrooms at one time are not considered accessory short-term rentals. The regulations allow accessory short term rentals in houses, attached houses, duplexes, manufactured homes on its own lot, and accessory dwelling units. Bedrooms in legal detached accessory structures can also be rented to overnight guests and count towards the maximum size limit. All residents with accessory residential units must register as a business.

There are two types of accessory short term rentals, each with a specific permitting process:

1. Type "A" Accessory Short-Term Rental is one where the resident rents no more than 2 bedrooms to overnight guests. Property owners are required to provide written permission for the tenant to apply for the required permit. The use must be accessory to a *Household Living* use.
    - Permit required, includes safety inspection and neighborhood notification.
    - The resident of the short-term rental must reside in the dwelling unit where the bedrooms are rented at least 9 months of each year. There are no limitations to the number of nights the bedrooms may be used as short-term rentals. However, there is a maximum of 95 days (3 months) per year when the resident does not need to be present with the overnight guests.
    - A Type B home occupation (a home business), which allows either one nonresident employee or up to eight customers per day, is prohibited with a Type A accessory short-term rental. Type A home occupations, where no employees or customers come to the site, are allowed.
    - In a Multi-Dwelling Structure
        - Residents must self-certify that 1) each bedroom being rented has a smoke detector that is interconnected with a smoke detector in an adjacent hallway, and 2) each bedroom is located on a floor equipped with a functioning carbon monoxide alarm if the dwelling unit has a carbon monoxide source.
        - The number of dwelling units in each multi-dwelling structure or a triplex that can have an accessory short-term rental is limited to 1 unit, or 25 percent of the total number of units in the structure, whichever is greater.
2. Type "B" Accessory Short-Term Rental is one where the resident rents between 3 and 5 bedrooms to overnight guests. A Land Use Conditional Use Review application is required along with a site inspection or self-certification for the same safety features as the Type A rental.

https://www.portlandoregon.gov/bds/article/518139

https://www.portlandoregon.gov/bps/article/501886

Nashville

Nashville defines the use *Short Term Rental Property* (STRP) as a residential dwelling unit, containing not more than four sleeping rooms, that is used and / or advertised for transient occupancy. Owners of Short-Term Rental Properties (STRPs), are required to obtain an operating permit. This law applies to all properties (including rooms and guest houses) rented for less than 30 consecutive days to the same occupant.

There are 3 types of STRPs:

1. Type 1: Owner-Occupied (single-family, multifamily or duplex)
    - Are owner-occupied or associated with an owner-occupied principal residence on the same lot.

- Include the rental of an entire dwelling unit to a single party of individuals, or If only part of the unit, include at a minimum a sleeping room (with bathroom), is limited to a single party of individuals, and the owner is generally present during the rental

2. Type 2: Not Owner-Occupied (single-family or duplex)
   - The law places a 3% cap on the percentage of non-owner occupied single and two family STRPs allowed to legally operate in each census tract of the county.

3. Type 3: Not Owner-Occupied Multifamily (Multifamily apartments and condominiums)
   - Are not owner-occupied or associated with an owner-occupied principal residence
   - Include rental to a single party of individuals

Requirements for all STRPs:

- Proof of insurance of not less than 1 million dollars per occurrence.
- Name, phone number, and email of person or business that will be the responsible party residing within a 25-mile radius.
- Proof of notification to owner of any property that shares a common wall or driveway with the proposed STRP.
- Signs, advertising, or any other display on the property indicating that the dwelling unit is being utilized, in whole or in part, as a STRP is prohibited.
- All STRP occupants shall abide by all applicable noise restrictions contained in the Metropolitan Code and all applicable waste management provisions of Chapter 10.20 of the Metropolitan Code.
- The STRP shall have smoke alarms in all locations required by the Fire Marshall.
- No recreational vehicles, buses, or trailers shall be visible on the street or property in conjunction with the STRP use.
- No food shall be prepared for or served to the transient by the permit holder.
- The principal renter of a STRP unit shall be at least twenty-one (21) years of age.
- The maximum number of occupants permitted on a STRP property at any one time shall not exceed more than twice the number of sleeping rooms plus four.
- Simultaneous rental to more than one party under separate contracts shall not be allowed.
- The STRP owner shall not receive any compensation or remuneration to permit occupancy of a STRP for a period of less than twenty-four (24) hours.

- The permit holder shall be responsible for collecting and remitting all applicable room, occupancy, and sales taxes required by state law or the Metropolitan Code.
- A STRP permit shall not be transferred or assigned to another individual, person, entity, or address, nor shall the permit authorize any person, other than the person named therein, to operate a STRP on the property.
- Upon the filing of three or more complaints within a calendar year regarding a STRP permit, the department of codes administration shall notify the permit holder in writing of such complaints. If the department of codes administration determines that violations of this section or any other ordinance or law relating to STRPs have occurred, the permit to operate a STRP may be revoked. Once a STRP permit has been revoked, no new permit shall be issued to the applicant for the same property for a period of one year.

http://www.nashville.gov/Codes-Administration/Construction-and-Permits/Short-Term-Rentals.aspx

DC

The law in DC is not very clear, but I found the chart below (supplied by a DC Department of Consumer and Regulatory Affairs representative) in an article about the subject.

Do you live in the place you're renting on Airbnb?	How many people stay at a time?	How long are you renting your place for?	Here's what you need to be legal
Yes	1-2	29 days or fewer	A Home Occupation Permit [HOP] for a Bed and Breakfast, and a B&B business license
Yes	3 or more	29 days or fewer	Approval from the Board of Zoning Adjustment and a general business license
No	1 or more	29 days or fewer	Not allowed under zoning without a use variance; property owner would need to get general business license

Chart is not comprehensive.

http://dc.urbanturf.com/articles/blog/the_growing_airbnb_economy_and_what_it_might_mean_for_dc/8069

New York City

New York State Multiple Dwelling Law prohibits un-hosted rentals of less than 30 days in any "Class A" building (a building occupied by 3 or more families living independently). The law does allow hosted

rentals (the owner must be present) for less than 30 days in "Class A" buildings provided that the guest has access to all parts of the apartment.

Short-term rentals in other buildings are typically prohibited unless the building's certificate of occupancy expressly authorizes that short-term rentals are allowed

http://www.nolo.com/legal-encyclopedia/overview-airbnb-law-new-york-city.html

Philadelphia

Philadelphia allows a use called *Limited Lodging*. A fact sheet defines it as "the short term rental of your home, or a room within your home. These short term rentals may not exceed 30 consecutive days for any visitor. Your home or a room can be rented for up to 180 days throughout a calendar year, but you will need to meet certain requirements and limitations to utilize your home for Limited Lodging."

Rentals of 90 days or less do not require a permit. The use is subject to the following:

1. Smoke alarms shall be installed throughout the home in the following locations:

    a. In each bedroom.

    b. In the hall area in the immediate vicinity of the bedrooms.

    c. On each floor of the home, including basements.

2. Carbon monoxide alarms shall be installed in the home in the following manner:

    a. Carbon monoxide alarms shall be installed within 15' of the entrance to every bedroom or within 15'

    of a bed in sleeping areas where there is no enclosed bedroom.

    b. Alarms shall be centrally located on a wall or the ceiling, but not directly in front of a door to a

    bathroom or within 5' of a cooking appliance.

    c. If the alarm is a combination smoke and carbon monoxide alarm, it shall be located in accordance

    with the installation requirements for smoke alarms.

3. Signs for lodging are prohibited on your home.

4. The home may not be occupied by more than three (3) persons (including the owner and renters) who are unrelated by blood, marriage, adoption, or foster-child status, or are not Life Partners.

5. Short term rentals may not result in physical changes to your home so that it no longer looks like a home, such as constructing a separate building entrance for the sole use of the renters.

The following information must be supplied to the renters:

1. Renters are allowed to have guests only between the hours of 8:00am and 12:00am.

2. Renters shall be notified of the trash and recycle collection days for your home and any applicable rules and regulations pertaining to leaving or storing trash on the exterior of your home. Proper containers shall be provided for the renters.

3. Renters shall be notified that excessive noise is prohibited and such violators shall be subject to fines and penalties.

4. The owner or their designee shall provide contact information to the renters in case of complaints regarding the condition, operation, or conduct of the occupants of the home. The contact person must have the responsibility to take action to resolve such complaints.

http://www.phila.gov/li/PDF/Limited%20Lodging%20Information%20Flyer.pdf

CHEVY CHASE VILLAGE
BOARD OF MANAGERS
ATTORNEY INFORMATION REPORT

TO: BOARD OF MANAGERS
FROM: SUELLEN M. FERGUSON, ESQ.
DATE: 6/9/2016
SUBJECT: CABLE FRANCHISE RENEWAL

Montgomery County has negotiated, on behalf of the County and the participating municipalities, a renewal franchise with Comcast of Potomac, LLC. The original franchise expired in 2013. Village staff has participated throughout the negotiation process and recommends adoption of the terms of the franchise agreement. Generally, the proposed franchise agreement is a positive development for the Village and its residents. It maintains current levels of funding and expands the use of these funds, which was a goal of the municipalities, and anticipates and incorporates technological changes such as high definition ("HD"). Further, the proposed agreement maintains the current service to various government agencies at no charge. The related negotiation, involving an agreement between the County and the Village with respect to administration of the franchise and sharing of PEG fees, have been successfully concluded.

The franchise agreement must be adopted by ordinance. An ordinance for this purpose is attached.

Resolution No.: 06-01-16

Introduced: 06-13-16

Adopted: _____

Effective: _____

BOARD OF MANAGERS

FOR

CHEVY CHASE VILLAGE, MD

SUBJECT: AN ORDINANCE TO GRANT A NON-EXCLUSIVE CABLE FRANCHISE UPON CERTAIN CONDITIONS AND AUTHORIZING A FRANCHISE AGREEMENT BETWEEN CHEVY CHASE VILLAGE AND COMCAST OF POTOMAC, LLC.

WHEREAS, §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, authorizes the Board of Managers to adopt such ordinances as it deems necessary to assure the good government of Chevy Chase Village; to protect and preserve the rights, property and privileges of the Village; to preserve peace and good order; to secure persons and property from danger and destruction; and to protect the health, comfort and convenience of Village residents; and

WHEREAS, pursuant to §5-204(d) of the Local Government Article, Annotated Code of Maryland, the Village may grant a franchise for a cable television system; and

WHEREAS, Section 206 of the Chevy Chase Village Charter authorizes the Board of Managers to adopt such ordinances as it may deem necessary for the safety and welfare of Chevy Chase Village; for the protection and preservation of Chevy Chase Village property, rights and

CAPS : Indicate matter added to existing law.
[Brackets] : Indicate matter deleted from law.
Asterisks * * * : Indicate matter remaining unchanged in existing law but not set forth in Ordinance
CAPS :Indicate matter added in amendment
[Brackets] :Indicate matter deleted in amendment

privileges; for the preservation of peace and good order and for securing persons and property from violence, danger or destruction; and for the suppression and abatement of all nuisances; and

WHEREAS, Comcast of Potomac, LLC applied for a non-exclusive franchise for the operation of a cable communications system within the corporate limits of the Village; and

WHEREAS, the Village, in conjunction with Montgomery County, Maryland, conducted a public hearing on the proposed franchise on August 3, 2015; and

WHEREAS, based upon the application and supporting materials supplied by Comcast of Potomac, LLC, and the record of the hearing, the Board of Managers of the Village find that the proposed franchise will serve the best interests of the Village and it's residents, provided that the franchise is upon the terms and conditions set forth herein; and

WHEREAS, Montgomery County, Maryland has granted a franchise for the operation of a cable communications system within the unincorporated portions of Montgomery County upon the terms and conditions set forth in a certain Cable Franchise Agreement by and between Montgomery County, Maryland and Comcast of Potomac, LLC, (the "Franchise Agreement") which was approved by the Montgomery County Council on February 9, 2016 and effective on April 1, 2016.

WHEREAS, after proper notice to the public, the Board of Managers conducted a public hearing at which it considered the following ordinance in public session assembled on the 13th day of June, 2016; and

NOW THEREFORE, the Board of Managers of Chevy Chase Village does hereby adopt the following ordinance:

AN ORDINANCE GRANTING A NON-EXCLUSIVE CABLE FRANCHISE UPON CERTAIN CONDITIONS AND AUTHORIZING A FRANCHISE AGREEMENT BETWEEN CHEVY CHASE VILLAGE AND COMCAST OF POTOMAC, LLC.

SECTION 1.

BE IT ORDAINED AND ORDERED this 13th day of June, 2016, by the Board of Managers of Chevy Chase Village, acting under and by virtue of the authority granted to it by §§5-201 *et seq.* and 5-204(d) of the Local Government Article, Annotated Code of Maryland, and Section 206 of the Village Charter that renewal of a non-exclusive franchise for the operation of a cable communications system within the corporate limits of Town be and the same is hereby granted to Comcast of Potomac, LLC upon the following conditions:

1. Comcast of Potomac, LLC shall enter into an agreement with the Village upon the same terms and conditions as are set forth in the Franchise Agreement.

2. Comcast of Potomac, LLC and Montgomery County shall enter into a franchise agreement, containing the same terms and conditions as are set forth in the Franchise Agreement, granting a franchise in the unincorporated areas of Montgomery County.

3. The effective date of the franchise within the Village shall be the same date as the franchise is effective in the unincorporated areas of Montgomery County.

SECTION 2.

BE IT FURTHER ORDAINED AND ORDERED this _____ day of _____, 2016, by the Board of Managers of Chevy Chase Village, acting under and by virtue of the authority granted to it by §5-201 *et seq.* and §5-204(d) of the Local Government Article, Annotated Code of Maryland, and Section 206 of the Village Charter that the Village Manager

be and she is hereby authorized to execute any and all documents necessary to effectuate the intent and purpose of this Ordinance.

SECTION 3.

AND BE IT FURTHER ORDAINED AND ORDERED, this ____ day of _____, 2016, by the Board of Managers of Chevy Chase Village, acting under and by virtue of the authority granted to it by §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, and Section 206 of the Village Charter that:

(1) If any part of provision of this ordinance is declared by a court of competent jurisdiction to be invalid, the part of provision held to be invalid shall not affect the validity of the ordinance as a whole or any remaining part thereof; and

(2) This ordinance shall take effect on the _____ day of_____, provided the same is posted at the Village Office for fourteen (14) days prior thereto.

CHEVY CHASE VILLAGE

_____
Michael L. Denger, Chairman
Board of Managers
Chevy Chase Village

ATTEST:

_____
Shana R. Davis-Cook, Village Manager

CHEVY CHASE VILLAGE
BOARD OF MANAGERS
JUNE 13, 2016 MEETING

STAFF REPORT

TO: BOARD OF MANAGERS

FROM: SHANA R. DAVIS-COOK, VILLAGE MANAGER

DATE: 6/8/2016

SUBJECT: BOARD AUTHORIZATION FOR THE VILLAGE MANAGER TO DESIGNATE A VILLAGE REPRESENTATIVE TO SERVE ON THE MONTGOMERY MUNICIPAL CABLE BOARD OF DIRECTORS

Background

With the Village Board's approval of the Comcast Franchise Agreement and the corresponding Memorandum of Understanding with Montgomery County for administration of the Franchise Agreement (approved by the Board on March 14, 2016), it is important that the Village join our neighboring municipalities in taking a greater role in the use of the franchise fees that are allocated to Montgomery Municipal Cable (MMC).

MMC is staffed by three individuals, including a full-time Station Manager who oversees programming, scheduling and maintenance of the station. The Station Manager's performance, review and approval of the budget and setting forth the goals and objectives for the station is determined by a Board of Directors. Each member municipality is entitled to designate a representative to serve on the Board of Directors. The MMC Board meets as needed at the Station's offices in the basement of the Kensington Town Hall.

Board Action

I request Board authorization to allow me to designate a member of the Village staff to serve on the Montgomery Municipal Cable's Board of Directors. At this time, I would like to designate Village Director of Municipal Operations Mr. Michael Younes.

I will inform the Village Board of any future designee changes.

Draft Motion

I move to authorize the Village Manager to designate a representative to serve on the Montgomery Municipal Cable's Board of Directors.

Attachment
MMC By-Laws

MONTGOMERY MUNICIPAL CABLE, INC.

BY-LAWS

ARTICLE I

Office

SECTION 1. Principal Office. The principal office of the Corporation shall be in Kensington, Maryland.

SECTION 2. Other Offices. The Corporation may also have an office or offices in such other place of places as the business of the Corporation may require and the members may from time to time appoint.

ARTICLE II

Members

SECTION 1. Annual Meeting. The annual meeting of the members of the Corporation shall be held on a day duly designated by the President in January, for the purpose of electing officers to succeed those whose terms shall have expired as of the date of such annual meeting, and for the transaction of such other corporate business as may come before the meeting.

SECTION 2. Special Meetings. Special meetings of the members may be called at any time for any purpose or purposes by the President, by the Vice President, or by a majority of the Board of Directors, and shall be called forthwith by the President, by the Vice President, the Secretary or any director of the Corporation upon the request in writing of a majority of all the members entitled to vote on the business to be transacted at such meeting. Such request shall state the purpose or purposes of the meeting. Business transacted at all special

meetings of members shall be confined to the purpose or purposes stated in the notice of the meeting.

SECTION 3. Place of Holding Meetings. All meetings of members shall be held in Montgomery County, Maryland, or elsewhere in the State of Maryland as designated by the President or Board of Directors.

SECTION 4. Notice of Meetings. Written notice of each meeting of the members shall be mailed, postage prepaid by the Secretary, to each member of record entitled to vote thereat at its post office address, as it appears upon the books of the Corporation, at least ten (10) days before the meeting. Each such notice shall state the place, day, and hour at which the meeting is to be held and, in the case of any special meeting, shall state briefly the purpose or purposes thereof.

SECTION 5. Quorum. The presence in person or by proxy of one-third plus one of the members of the Corporation shall constitute a quorum at all meetings of the members except as otherwise provided by law, by the Articles of Incorporation or by these By-Laws. If less than a quorum shall be in attendance at the time for which the meeting shall have been called, the meeting may be adjourned from time to time by a majority vote of the members present or represented, without any notice other than by announcement at the meeting, until a quorum shall attend. At any adjourned meeting at which a quorum shall attend, any business may be transacted which might have been transacted if the meeting had been held as originally called.

SECTION 6. Conduct of Meetings. Meeting of members shall be presided over by the President of the Corporation or, if he is

not present, by the Vice President, or, if none of said officers is present, by a chairman to be elected at the meeting. The Secretary of the Corporation, or if the Secretary is not present, any Assistant Secretary shall act as secretary of such meetings; in the absence of the Secretary and any Assistant Secretary, the presiding officer may appoint a person to act as Secretary of the meeting.

SECTION 7. Voting. At all meetings of members every member entitled to vote thereat shall have one (1) vote. Such vote may be either by a duly elected or appointed official of the member or by proxy appointed by an instrument in writing subscribed to by a duly elected or appointed official of such member, bearing a date not more than three (3) months prior to said meeting, unless said instrument provides for a longer period. Such proxy shall be dated, but need not be sealed, witnessed or acknowledged. All questions shall be decided by a majority of the votes cast at a duly constituted meeting, except as otherwise provided by law, in the Articles of Incorporation or by these By-Laws.

If the chairman of the meeting shall so determine, a vote by ballot may be taken upon any election or matter, and the vote shall be so taken upon the request of ten percent (10%) or more of all of the members entitled to vote on such election or matter. In either of such events, the proxies and ballots shall be received and be taken in charge and all questions touching the qualification of voters and the validity of proxies and the acceptance or rejection of votes, shall be decided by the

tellers. Such tellers shall be appointed by the chairman of said meeting.

SECTION 8. Identity of Members. All municipalities located within or partly within Montgomery County, Maryland shall be eligible for membership. As used in these By-Laws the term "municipality" shall mean city, town, village and special taxing district. All municipalities which have paid all dues or assessments that are due and payable shall be members.

ARTICLE III

Board of Directors

SECTION 1. General Powers. The property and business of the Corporation shall be managed under the direction of the Board of Directors of the Corporation.

SECTION 2. Number and Term of Office. The number of directors shall be equal to the number of members. Each member shall appoint one (1) director in accordance with procedures adopted by such member. Each member may appoint, in writing, an alternate director to act if the primary director is unable or unavailable to serve. Each director shall serve until the member appointing such director appoints a successor director.

SECTION 3. Place of Meeting. The Board of Directors may hold their meetings and have one or more offices, and keep the books of the Corporation, either within or outside the State of Maryland, at such place or places as they may from time to time determine by resolution or by written consent of all the directors. The Board of Directors may hold their meetings by

conference telephone or other similar electronic communications equipment in accordance with the provisions of the Maryland Corporation law.

SECTION 4. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by resolution of the Board, provided that notice of every resolution of the Board fixing or changing the time or place for the holding of regular meetings of the Board shall be mailed to each director at least three (3) days before the first meeting held pursuant thereto. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of members. Any business may be transacted at any regular meeting of the Board.

SECTION 5. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by any two members of the Board of Directors. The Secretary shall give notice of each special meeting of the Board of Directors, by mailing the same at least three (3) days prior to the meeting or by telegraphing the same at least two (2) days before the meeting, to each director; but such notice may be waived by any director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any special meetings. At any meeting at which every director shall be present, even though without notice, any business may be transacted and any director may, in writing, waive notice of the time, place and objectives of any special meeting.

SECTION 6. Quorum. One-third of the whole number of directors plus one shall constitute a quorum for the transaction of business at all meetings of the Board of Directors, but, if at any meeting less than a quorum shall be present, a majority of those present may adjourn the meeting from time to time, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or by the Articles of Incorporation or by these By-Laws.

SECTION 7. Required Vote. An affirmative vote of a majority of those present shall be necessary for the passage of any resolution.

SECTION 8. Compensation of Directors. Directors shall not receive any stated salary for their services as such, but each director shall be entitled to receive from the Corporation reimbursement of the expenses incurred by him in attending any regular or special meeting of the Board, and, by resolution of the Board of Directors, a fixed sum may also be allowed for attendance at each regular or special meeting of the Board and such reimbursement and compensation shall be payable whether or not a meeting is adjourned because of the absence of a quorum. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

SECTION 9. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more of the directors of the Corporation, which, to the extent provided

in the resolution, shall have and may exercise the powers of the Board of Directors, and may authorize the seal of the Corporation to be affixed to all papers which may require it. Such committee or committees shall have such names as may be determined from time to time by resolution adopted by the Board of Directors.

ARTICLE IV

Officers

SECTION 1. Election, Tenure and Compensation. The officers of the Corporation shall be a President, a Vice-President, a Secretary, and a Treasurer, and also such other officers as the Board of Directors from time to time may consider necessary for the proper conduct of the business of the Corporation. The officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the members except where a longer term is expressly provided in an employment contract duly authorized and approved by the Board of Directors. The President shall act as the Chairman of the Board and shall be a director and the other officers may, but need not be, directors. Any two or more of the above offices, except those of President and Vice-President, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law or by these By-Laws to be executed, acknowledged or verified by any two or more officers. The compensation or salary paid all officers of the Corporation shall be fixed by resolutions adopted by the Board of Directors.

In the event that any office other than an office required by law, shall not be filled by the Board of Directors, or, once

filled, subsequently becomes vacant, then such office and all references thereto in these By-Laws shall be deemed inoperative unless and until such office is filled in accordance with the provisions of these By-Laws.

Except where otherwise expressly provided in a contract duly authorized by the Board of Directors, all officers and agents of the Corporation shall be subject to removal at any time by the affirmative vote of a majority of the whole Board of Directors, and all officers, agents, and employees, shall hold office at the discretion of the Board of Directors or of the officers appointing them.

SECTION 2. Powers and Duties of the Chairman of the Board. The President, acting as Chairman of the Board, shall preside at all meetings of the Board of Directors unless the Board of Directors shall by a majority vote of a quorum thereof elect a chairman other than the President to preside at meetings of the Board of Directors.

SECTION 3. Powers and Duties of the President. The President shall be the chief executive officer of the Corporation and shall have general charge and control of all its business affairs and properties. He shall preside at all meetings of the members.

The President may sign and execute all authorized bonds, contracts or other obligations in the name of the Corporation. He shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation. The President shall be ex-officio a member of all the standing committees. He shall do and perform such other

duties as may, from time to time, be assigned to him by the Board of Directors.

SECTION 4. Powers and Duties of the Vice-President. The Board of Directors shall appoint a Vice-President and may appoint more than one Vice-President. Any vice-president (unless otherwise provided by resolution of the Board of Directors) may sign and execute all authorized bonds, contracts, or other obligations in the name of the Corporation. Each Vice-President shall have such other powers and shall perform such other duties as may be assigned to him by the Board of Directors or by the President. In case of the absence or disability of the President, the duties of that office shall be performed by any Vice-President, and the taking of any action by any such Vice-President in place of the President shall be conclusive evidence of the absence or disability of the President.

SECTION 5. Secretary. The Secretary shall give, or cause to be given, notice of all meetings of members and directors and all other notices required by law or by these By-Laws, and in case of his absence or refusal or neglect to do so, any such notice may be given by any person thereunto directed by the President, or by the directors or members upon whose written request that the meeting is called as provided in these By-Laws. The Secretary shall record all the proceedings of the meetings of the members and of the directors in books provided for that purpose, and he shall perform such other duties as may be assigned to him by the directors or the President. The Secretary shall have custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the

Board of Directors or the President, and attest the same. In general, the Secretary shall perform all the duties generally incident to the office of Secretary, subject to the control of the Board of Directors and the President.

SECTION 6. Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation, and shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. The Treasurer shall deposit all monies and other valuables in the name and to the credit of the Corporation in such depository or depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. The Treasurer shall render to the President and the Board of Directors, whenever either of them so requests, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

The Treasurer shall give the Corporation a bond, if required by the Board of Directors, in a sum, and with one or more sureties, satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the Corporation in case of his death, resignation, retirement or removal from office of all books, papers, vouchers, monies, and other properties of whatever kind in his possession or under his control belonging to the Corporation.

The Treasurer shall perform all the duties generally incident to the office of the Treasurer, subject to the control of the Board of Directors and the President.

SECTION 7. Assistant Secretary. The Board of Directors may appoint an Assistant Secretary or more than one Assistant Secretary. Each Assistant Secretary shall (except as otherwise provided by resolution of the Board of Directors) have power to perform all duties of the Secretary in the absence or disability of the Secretary and shall have such other powers and shall perform such other duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the Secretary, the duties of the office shall be performed by any such Assistant Secretary, and the taking of any action by any such Assistant Secretary in place of the Secretary shall be conclusive evidence of the absence or disability of the Secretary.

ARTICLE V

Corporate Seal

SECTION 1. Seal. In the event that the President shall direct the Secretary to obtain a corporate seal, the corporate seal shall be circular in form and shall have inscribed thereon the name of the Corporation, the year of its organization and the word "Maryland". Duplicate copies of the corporate seal may be provided for use in the different offices of the Corporation but each copy thereof shall be in the custody of the Secretary of the Corporation or of an Assistant Secretary of the Corporation nominated by the Secretary.

ARTICLE VI

Bank Accounts and Loans

SECTION 1. Bank Accounts. Such officers or agents of the Corporation as from time to time shall be designated by the Board

of Directors shall have authority to deposit any funds of the Corporation in such banks or trust companies as shall from time to time be designated by the Board of Directors and such officers or agents as from time to time shall be authorized by the Board of Directors may withdraw any or all of the funds of the Corporation so deposited in any such bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or behalf of this Corporation, and made or signed by such officers or agents; and each bank or trust company with which funds of the Corporation are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by officers or agents so designated by the Board of Directors until written notice of the revocation of the authority of such officers or agents by the Board of Directors shall have been received by such bank or trust company. There shall from time to time be certified to the banks or trust companies in which funds of the Corporation are deposited, the signature of the officers or agents of the Corporation so authorized to draw against the same. In the event that the Board of directors shall fail to designate the persons by whom checks, drafts and other instruments or orders for the payment of money shall be signed, as hereinabove provided in this Section, all of such checks, drafts and other instruments or orders for the payment of money shall be signed by the President or a Vice-President and countersigned by the Secretary or Treasurer or an Assistant Secretary or an Assistant Treasurer of the Corporation.

SECTION 2. Loans. Such officers or agents of this Corporation as from time to time shall be designated by the Board of Directors shall have authority to effect loans, advances or other forms of credit at any time or times for the Corporation from such banks, trust companies, institutions, corporations, firms or persons as the Board of Directors, shall from time to time designate, and as security for the repayment of such loans, advances, or other forms of credit to assign, transfer, endorse and deliver, either originally or in addition or substitution, any or all stocks, bonds, rights and interests of any kind in or to stocks or bonds, certificates of such rights or interests, deposits, accounts, documents covering merchandise, bills and accounts receivable and other commercial paper and evidences of debt at any time held by the Corporation; and for such loans, advances or other forms of credit to make, execute and deliver one or more notes, acceptances or written obligations of the Corporation on such terms, and with such provision as to the security or sale or disposition thereof as such officers of agents shall deem proper; and also to sell to or discount or rediscount with, such banks, trust companies, institutions, corporations, firms or persons any and all commercial paper, bills receivable, acceptances and other instruments and evidences of debt at any time held by the Corporation, and to that end to endorse, transfer and deliver the same. There shall from time to time be certified to each bank, trust company, institution, corporation, firm or person so designated the signatures of the officers or agents so authorized; and each such bank, trust company, institution, corporation, firm or person is authorized

to rely upon such certification until written notice of the revocation by the Board of Directors of the authority of such officers or agents shall be delivered to such bank, trust company, institution, corporation, firm or person.

ARTICLE VII

Reimbursements

Any payments made to an officer or other employee of the Corporation, such as salary, commission, interest or rent, or entertainment expense incurred by him, which shall be disallowed in whole or in part by the Internal Revenue Service as being inconsistent with the status of the corporation as a governmental entity under Section 115 of the Internal Revenue Code, shall be reimbursed by such officer or other employee of the Corporation to the full extent of such disallowance. It shall be the duty of the Directors, as a Board, to enforce payment of each such amount disallowed. In lieu of payment by the officer or other employee, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

ARTICLE VIII

Miscellaneous Provisions

SECTION 1. Fiscal Year. The fiscal year of the Corporation shall end on the last day of December.

SECTION 2. Notices. Whenever, under the provisions of these By-Laws, notice is required to be given to any director, officer or member it shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by

depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to each member, officer or director at such address as appears on the books of the Corporation, or in default of any other address, to such director, officer or member at his or her last known address, and such notice shall be deemed to be given at the time the same shall be thus mailed. Any member, director or officer may waive any notice required to be given under these By-Laws.

ARTICLE IX

Amendments

SECTION 1. Amendment of By-Laws. The Board of Directors shall have the power and authority to amend, alter or repeal these By-Laws or any provision thereof, and may from time to time make additional By-Laws.

ARTICLE X

Indemnification

SECTION 1. Definitions. As used in this Article X, any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time, (the "Indemnification Section") shall have the same meaning as provided in the Indemnification Section.

SECTION 2. Indemnification of Directors and Officers. The Corporation shall indemnify and advance expenses to a director or officer of the Corporation in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

SECTION 3. Indemnification of Employees and Agents. With respect to an employee or agent, other than a director or officer, of the Corporation, the Corporation may, as determined by the Board of Directors of the Corporation, indemnify and advance expenses to such employee or agent in connection with a proceeding to the extent permitted by and in accordance with the Indemnification Section.

_____, 1993

_____
Secretary

(CORPORATE SEAL)

CHEVY CHASE VILLAGE
BOARD OF MANAGERS
JUNE 13, 2016 MEETING

STAFF REPORT

TO: BOARD OF MANAGERS

FROM: SHANA R. DAVIS-COOK, VILLAGE MANAGER

DATE: 5/26/2016

SUBJECT: SIGNAGE IMPROVEMENTS ON WESTBOUND GRAFTON STREET AND OLIVER STREET AT KIRKSIDE DRIVE

Background

As outlined in the attached memorandum from Police Chief John Fitzgerald, the existing signage on westbound Grafton and Oliver Streets at Kirkside Drive is confusing and needs to be changed.

Board Action Requested

Sec. 13-3 (a) authorizes the Village Board to adopt uncodified ordinances to restrict and/or limit the movement of automobiles or other vehicles on Village streets and roads. Although the proposed modifications do not change the restrictions previously authorized by the Board, it is still appropriate for the Board to formally approve any modifications to signage erected to effectuate these restrictions.

Draft Motion

I move to authorize the Village Manager to direct staff to remove both "Do Not Enter" signs on westbound Grafton Street at its intersection with Kirkside Drive, and to erect a pair of signs on each of the two existing sign posts at this intersection, which state: "Local Traffic Only" and "No Exit to Wisconsin Avenue".

I further move to authorize the Village Manager to direct staff to remove the "No Exit to Wisconsin Avenue" sign located on westbound Oliver Street at its intersection with Kirkside Drive.

Attachments

Memo from Police Chief John Fitzgerald

From the desk of…

John M. Fitzgerald, Chief of Police
5906 Connecticut Avenue
Chevy Chase, MD 20815
Phone (301) 654-7300
john.m.fitzgerald@montgomerycountymd.gov
www.chevychasevillagemd.gov

Memo

To: Shana Davis-Cook, Village Manager

From: John M. Fitzgerald, Chief of Police JMF

Date: May 26, 2016

Re: Improvements to signage at two intersections: Grafton/Kirkside and Oliver/Kirkside

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The signage on the western-most blocks of Grafton Street and Oliver Street have been the cause of confusion for some motorists, and after hearing from them, it is clear to me that we can easily improve upon the signage in that area. There are two sets of signs that should be modified as follows:

Location 1: Westbound Grafton Street at Kirkside Drive

Left side of intersection (facing west)

Right side of intersection (facing west)

CHEVY CHASE VILLAGE
ESTABLISHED 1890

Although it is lawful to drive west on Grafton beyond Kirkside, the 'DO NOT ENTER' (DNE) signs on either side of the intersection indicate that a driver is prohibited from entering that block. The 'LOCAL TRAFFIC ONLY' and 'NO EXIT TO WISCONSIN AVE' signs attempt to modify the overpowering DNE signs, but the message is mixed at best. Some motorists struggle to figure out what the unusual combination of signs means; some drive on, others choose not to risk it and turn in a different direction. The 'DNE' signs simply do not belong here.

Recommendation:

- Remove both 'DO NOT ENTER' signs.
- Place the following pair of signs on each of the two existing sign posts: 'Local Traffic Only' and 'No Exit to Wisconsin Avenue.'

Location 2: Westbound Oliver Street at Kirkside Drive

Since this is a one-way block (westbound traffic prohibited), the DNE signs are required here. Some confusion is created, however, because the DNE sign on the left is modified by a sign reading, 'NO EXIT TO WISCONSIN AVENUE.' This combination of signs seems to say, 'You can't go past this point, but if you *do*, you certainly can't go onto Wisconsin.' Again, a mixed message. Exacerbating the potential confusion is the fact that this set of signs looks very much like those at Grafton/Kirkside (above), but the rules are different on the two streets. It's legal to drive on that block of Grafton, but not on the westernmost block of Oliver.

Recommendation:

- Remove the 'NO EXIT TO WISCONSIN' sign and leave only a 'DO NOT ENTER' sign on each of the two existing posts.

CHEVY CHASE VILLAGE
BOARD OF MANAGERS
JUNE 13, 2016 MEETING

STAFF REPORT

TO: BOARD OF MANAGERS

FROM: SHANA R. DAVIS-COOK, VILLAGE MANAGER

DATE: 6/9/2016

SUBJECT: STAFF BENEFITS INSURANCE CONTRACTS: DENTAL & DISABILITY COVERAGE

Dental

The Village's benefits broker, Potomac Basin Group, has requested benefits proposals from the following five dental insurance carriers.

Principal (current provider)	See Attached Quote, reflects a 3.2% increase
MetLife	Waiting for Response; estimated to arrive 6/10/16
Guardian	Waiting for Response; estimated to arrive 6/10/16
The Standard	Declined to Quote, Not Competitive
UNUM	Declined to Quote, Not Competitive

The Village pays 75% of the dental coverage premium, regardless of the coverage level chosen by the employee (i.e., single, employee/spouse, employee/child(ren), family).

Staff recommends that the Village remain with our current carrier, Principal. The renewal rates have been increased 3.2% for the policy year that begins on July 1, 2016. A copy of the benefits contract including coverage summary are attached for your reference. Based upon the current employee census, **we estimate the Village's annual share of the dental premium will be approximately $29,460** for the policy year that will run from July 1, 2016 through June 30, 2017.

Disability

The Village's benefits broker, Potomac Basin Group, has requested benefits proposals from the following six disability insurance carriers:

Reliance Standard (current provider)	No increase.
Principal	Waiting for Response; estimated to arrive 6/10/16
MetLife	Waiting for Response; estimated to arrive 6/10/16
Guardian	Waiting for Response; estimated to arrive 6/10/16
The Standard	Declined to Quote, Not Competitive
UNUM	Declined to Quote, Not Competitive

The Village pays 100% of the disability premium and the coverage applies solely to employees under applicable circumstances.

Staff recommends that the Village remain with our current carrier, Reliance Standard. The renewal rates were not increased for the policy year that begins July 1, 2016. A copy of the benefits contract is attached for your reference. **The annual premium will be $16,066.**

Board Action Requested/Draft Motion
I move to authorize the Village Manager to enter into contracts with the following providers for the following plans:

- Dental coverage with the Principal Dental Preferred Provider Organization (Coverage Period July 1, 2016 through June 30, 2017)
- Disability coverage with the Reliance Standard Life Insurance Company (Coverage Period July 1, 2016 through June 30, 2017)

Attachments
Principal Life Ins. Co. Dental Coverage Plan Renewal Rates; Summary of Benefits
Reliance Standard Life Ins. Co. Disability Coverage Contract

Dental

Principal Life Ins. Co. Dental Coverage Plan Renewal Rates;
Summary of Benefits

Account Number: 1011870

Anniversary Date: July 1, 2016

May 5, 2016

CHEVY CHASE VILLAGE
ATTN: SHANA DAVIS COOK
5906 CONNECTICUT AVE
CHEVY CHASE, MD 20815

POTOMAC BASIN GROUP ASSOC LLC
4740 CORRIDOR PL STE B
BELTSVILLE, MD 20705-1164

As you approach your upcoming renewal with Principal Life Insurance Company, we would like to thank you for your business over the past year. Our goal is to offer competitive benefit solutions supported with exceptional service. Your business is very important to us and we look forward to working with you over the next year.

Your Renewal

Your renewal rates can be found on the following pages. Your Principal Life coverage will renew on your policy anniversary date of July 1, 2016.

How to Renew Coverage

To renew coverage, your payment of the premium due is acceptance of your rates. We look forward to continuing our relationship with you and fulfilling your needs in the coming year.

Take Advantage of Discounts

You may be able to take advantage of the Principal Life **Multiple Product Discount** when at least three qualifying coverages are in force. A strong and competitive benefit offering will help you retain quality employees.

Contact Us

To inquire about this renewal, explore alternate benefit designs or learn more about other available coverage(s) contact your broker or local Principal Life Insurance Company sales office at 410-872-9440.

Sincerely,

Group Benefits Underwriting
Specialty Benefits Division

Account Number: 1011870 Anniversary Date: July 1, 2016

RENEWAL RATES
Effective July 1, 2016

GROUP TERM LIFE - Rates are expressed as Per $1,000

Your rates are not changing.

Renewal rates are guaranteed through June 30, 2017.

ALL MEMBERS

Volume Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
$1,560,000 26	$0.244	$380.64	$0.244	$380.64
Renewal Premium Percent of Change				**No change**

ACCIDENTAL DEATH & DISMEMBERMENT - Rates are expressed as Per $1,000

Your rates are not changing.

Renewal rates are guaranteed through June 30, 2017.

Active Members Only

Volume Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
$1,560,000 26	$0.025	$39.00	$0.025	$39.00
Renewal Premium Percent of Change				**No change**

DENTAL

Renewal rates are guaranteed through June 30, 2017.

ALL MEMBERS

	Lives	Current Rates	Renewal Rates	Current Monthly Premium	Renewal Monthly Premium
Employee	6	$47.17	$48.68	$283.02	$292.08
Employee & Spouse	3	$95.42	$98.47	$286.26	$295.41
Employee & Child(ren)	3	$109.93	$113.45	$329.79	$340.35
Family	9	$164.42	$169.68	$1,479.78	$1,527.12
TOTAL				$2,378.85	$2,454.96
Renewal Premium Percent of Change					**3.2% Increase**

Renewal Premium Percent of Change. The renewal premium percent of change is based on information presented in this letter.

Principal Life Insurance Company
Des Moines, Iowa 50392
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Policyholder: CHEVY CHASE VILLAGE

Dental PPO Benefit Summary

Effective Date: 07/01/2016

Predetermination of Benefits: Before treatment begins for inlays, onlays, single crowns, prosthetics, periodontics and oral surgery, you may file a dental treatment plan with Principal Life Insurance Company. Principal Life will provide a written response indicating benefits that may be payable for the proposed treatment.

This chart provides you a brief summary of the key benefits of the dental coverage available from Principal Life Insurance Company. Following the chart, you will find additional information to answer questions you may have. For a complete list of all your dental coverage benefits and restrictions, please refer to your booklet or contact your employer.

Eligibility	
Job Class	ALL MEMBERS

Benefits Payable				
Network	Dental Preferred Provider Organization (PPO)			
	Calendar Year Deductible		Coinsurance (Policy Pays)	
	In-Network	Non-Network	In-Network	Non-Network
Unit 1 – Preventive	$0	$0	100%	100%
Unit 2 – Basic	$0	$50	90%	80%
Unit 3 – Major	$0	$50	60%	50%
Family Deductible Maximum	2 times the per person deductible amount			
Combined Deductible	In-network deductibles for basic and major procedures are combined. Non-network deductibles for basic and major procedures are combined.			
Combined Maximums	Maximums for preventive, basic, and major procedures are combined. In-network Calendar year maximums are $2,000 per person. Non-network Calendar year maximums are $1,500 per person.			
Maximum Accumulation	This allows for a portion of unused maximum benefit to carry over to next year's maximum benefit amount. To qualify, you must have had a dental service performed within the Calendar year and used less than the maximum threshold. The threshold is equal to the lesser of 50% of the maximum benefit or $1000. If qualification is met, 50% of the threshold is carried over to next year's maximum benefit. You can accumulate no more than four times the carry over amount.			
Emergency Services	If a member requires treatment or service for an emergency dental condition and cannot reach a preferred dental provider without unreasonable delay, benefits for such treatment or service received from a non-preferred dental provider will be paid as if the treatment or service had been provided by a preferred dental provider. The member must provide information either with the claim or during an appeal that identifies the situation as an emergency.			

Additional Benefits				
	Lifetime Deductible		Coinsurance (Policy Pays)	
	In-Network	Non-Network	In-Network	Non-Network
Unit 4 - Orthodontia • Child Lifetime Maximum: In-Network: $1,500 Non-Network: $1,500	$0	$0	50%	50%

How Are Dental Procedures Covered?

The list of common procedures shows what unit the procedure is included in and how often they are covered.

Unit 1 – Preventive Procedures	• Routine exams - two per calendar year • Routine cleaning (prophylaxis) - two per calendar year (Expectant mothers, diabetics and those with heart disease receive one additional routine or periodontal cleaning within a calendar year.) • Second Opinion Consultation • Fluoride – one treatment each calendar year (covered only for dependent children under age 14) • X-rays - Bitewing (one set every calendar year), occlusal, periapical • X-rays – Full mouth survey (one every 60 months), extraoral
Unit 2 – Basic Procedures	• Periodontal prophylaxis - if three months have elapsed after active surgical periodontal treatment; subject to Routine cleaning frequency limit (Expectant mothers, diabetics and those with heart disease receive one additional routine or periodontal cleaning within a calendar year.) • Emergency exams – subject to Routine exam frequency limit • Space maintainers - covered only for dependent children under age 14; repairs not covered • Sealants – on first and second permanent molars for dependent children under age 14; one each tooth each 36 months • Harmful Habit Appliance - covered only for dependent children under age 14 • Fillings and stainless steel crowns • Simple Oral Surgery • Complex Oral Surgical Procedures • Non-surgical Periodontics, including scaling and root planing - once each quadrant each 24 months (For expectant mothers, diabetics and those with heart disease, this procedure is provided with no deductible and 100% coinsurance.) • Periodontal Surgical Procedures – one each quadrant each 36 months • Simple Endodontics (root canal therapy for anterior teeth) • Complex Endodontics (root canal therapy for molar teeth)
Unit 3 – Major Procedures	• General Anesthesia (covered only for specific procedures)/IV Sedation • Repairs to Partial Denture, Bridge, Crown, Relines, Rebasing, Tissue Conditioning and Adjustment to Bridge/Denture, within policy limitations • Crowns – each 120 months per tooth if tooth cannot be restored by a filling. • Inlays, Onlays, Cast Post and Core, Core Buildup - each 120 months per tooth • Bridges - Initial placement / Replacement of bridges 120 months old. • Dentures - Initial placement of complete or partial dentures / Replacement of complete or partial dentures over 60 months old
Unit 4 - Orthodontic Procedures	• X-rays and other diagnostic procedures, fixed and removable appliances

There is Coordination of Benefits, which is a procedure for limiting benefits from two or more carriers to 100% of the claimant's covered expenses.

Understanding Your Dental Benefits

Am I Eligible For Coverage?

To be eligible for coverage, you must qualify as an eligible member and be considered actively at work.

You must be enrolled for dental coverage before it can be offered to your dependents. Eligible dependents include your spouse, qualified domestic partner and children, including those of your qualified domestic partner. Additional eligibility requirements may apply.

An annual enrollment applies. Members can enroll for dental coverage during the annual enrollment period and not be subject to the late entrant waiting period. Certain restrictions apply.

How Do I Find A Participating Provider?

Use the Provider Directory on www.principal.com to locate nearby dentists or see if your dentist participates in your network.

1	Visit www.principal.com/dentist.
2	Begin your search by picking the **state** where you would like to find a provider. Next, specify a **network**. Depending on the network chosen, you may be transferred to a partner site.
3	Enter the **name of the provider** you are looking for (if known). If you are looking for a nearby dentist, enter the **city and state and/or ZIP code**. Be sure to indicate **how far you are willing to travel**.
4	Select the **desired specialty** or use the No Specialty Preference default. Click **Continue**.
5	Select a **language** if your preference is other than English. Click **Continue**.

You may nominate your dentist for inclusion in our network. Please submit the dentist's name, address, phone and specialty by calling 1-800-832-4450, or submit through www.principal.com/refer-dental-provider.

What Are The Restrictions Of My Coverage?

This Benefit Summary is a summary only. For a complete list of benefit restrictions, please refer to your booklet.

Limitations & Exclusions	
Late Entrant Provision	Those members enrolling more than 31 days after becoming eligible will be subject to an individual benefit waiting period, subject to policy guidelines.
Missing Tooth	Benefits for the initial placement of bridges, partials and dentures are not covered if those teeth were missing prior to becoming insured under the Principal Life policy. When the policy replaces coverage under a prior plan, continuous coverage under the prior plan may be applied to the missing tooth provision requirement.
Orthodontia	If there is orthodontia (ortho) treatment in progress on the coverage effective date and you are covered under any prior group coverage for ortho, there will be immediate coverage for treatment if proof is submitted that shows: 1) Ortho treatment was started and bands or appliances were inserted while insured under any prior group coverage, and 2) Ortho treatment has been continued while insured under this policy. You will not be covered if ortho treatment is in progress prior to the effective date with Principal Life and you are not covered under any prior group coverage for ortho.
Prevailing Charge	When using non-network providers, you pay any amount over the allowable charge.
Other Limitations	There are additional limitations to your coverage. A complete list is included in your booklet.

Principal Financial Group

WE'LL GIVE YOU AN EDGE ®

Principal Life Insurance Company, Des Moines, Iowa 50392-0002, www.principal.com

This is a summary of dental coverage underwritten by or with administrative services provided by Principal Life Insurance Company. This benefit summary is for administrative purposes and is not a complete statement of benefits and restrictions. You'll receive a benefit booklet with details about your coverage. If there is a discrepancy between this summary and your benefit booklet, the benefit booklet prevails.

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Short- and Long-Term Disability

Reliance Standard Disability Insurance Policy

Summary of Benefits and Coverage

Plan Highlights

Group Short Term Disability Insurance

Town of Chevy Chase Village

COVERAGE
Disability income protection insurance provides a benefit for "short term" disability resulting from a covered injury or sickness. Benefits begin at the end of the elimination period and continue while you are disabled up to the maximum benefit duration.

ELIGIBILITY
Each Active, Full-time employee working 30 or more hours per week, except any person working on a temporary or seasonal basis.

BENEFIT AMOUNT
The weekly benefit is an amount equal to 60% of covered earnings, up to a maximum benefit of $500 per week.

DAY BENEFITS BEGIN
Injury (accident): Benefits begin on the 1st day of disability;
Sickness (illness): Benefits begin on the 30th consecutive day of disability;

or the day following the number of accumulated sick days applicable to the employee.

MAXIMUM BENEFIT DURATION
Benefits for one period of disability, will be paid up to a maximum of 26 weeks.

CONTRIBUTION REQUIREMENTS
Coverage is employer paid.

FEATURES
- Maternity covered as any other illness
- Non-occupational coverage
- Partial Disability benefit included

EXCLUSIONS
Benefits will not be payable for any disability caused by: an intentionally self-inflicted injury; an act of war (declared or undeclared); commission of a felony; sickness covered by workers' compensation or other workers' disability law; injury occurring out of or in the course of work for wage or profit.

For a comprehensive list of exclusions, limitations, and any applicable benefit offsets, please refer to the Certificate of Insurance. The Certificate also provides all requirements necessary to be eligible for coverage and benefits.

This Plan Highlights is a brief description of the key features of the RSL insurance plan. The availability of the benefits and features described may vary by state. It is not a certificate of insurance or evidence of coverage. Insurance is provided under group policy form LRS-6451, et al.

Plan Highlights

Group Long Term Disability Insurance

Town of Chevy Chase Village

COVERAGE
Disability income protection insurance provides a benefit for "long term" disability resulting from a covered injury or sickness. Benefits begin at the end of the elimination period and continue while you are disabled up to the maximum benefit duration.

ELIGIBILITY
Each Active, Full-time employee working 30 or more hours per week, except any person working on a temporary or seasonal basis.

BENEFIT AMOUNT
The monthly benefit is an amount equal to 60% of covered earnings, up to a maximum benefit of $6,000 per month.

ELIMINATION PERIOD
180 consecutive days of total disability

MAXIMUM BENEFIT DURATION
Benefits will not extend beyond the longer of: Social Security Normal Retirement Age or Duration of Benefits below:

Age at Disablement	Duration of Benefits
61 or less	to age 65
62	3 ½ years
63	3 years
64	2 ½ years
65	2 years
66	1 ¾ years
67	1 ½ years
68	1 ¼ years
69 or more	1 year

CONTRIBUTION REQUIREMENTS
Coverage is employer paid.

FEATURES
- Cost of Living Adjustment
- Interruption and Recurrent provisions
- Minimum Benefit Payable - $100
- Own Occupation Coverage - 24 months
- Residual and Partial Disability
- Specific Indemnity Benefit
- Survivor Benefit - 3 months
- Transfer of Coverage provision
- Work Incentive & Child Care provisions

VALUE ADDED SERVICES
- Travel Assistance Service

LIMITATIONS
- Limited Benefit Period for Other Specific Conditions - 24 months
- Mental/Nervous Illness Limitation - 24 month out-patient
- Offsets (such as, but not limited to, Social Security, Workers Compensation, State Disability Plans)
- Pre-Existing Condition Limitation - 3/12
- Substance Abuse Limitation - 24 months

Please note- pre-ex limitations also apply to benefit increases

EXCLUSIONS
Benefits will not be payable for any disability caused by: an intentionally self-inflicted injury; an act of war (declared or undeclared); commission of a felony; injury or sickness occurring while confined in any penal or correctional institution.

For a comprehensive list of exclusions, limitations, and any applicable benefit offsets, please refer to the Certificate of Insurance. The Certificate also provides all requirements necessary to be eligible for coverage and benefits.

This Plan Highlights is a brief description of the key features of the RSL insurance plan. The availability of the benefits and features described may vary by state. It is not a certificate of insurance or evidence of coverage. Insurance is provided under group policy form LRS-6564, et al.

From the desk of… Michael Younes, Director of Municipal Operations
5906 Connecticut Avenue
Chevy Chase, MD 20815
Phone (301) 654-7300
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michael.younes@montgomerycountymd.gov
www.chevychasevillagemd.gov

Memo

To: Shana Davis-Cook, Village Manager

From: Michael Younes, Director of Municipal Operations

CC: Board of Managers

Date: 6/8/2016

Re: Contract Award Recommendation – Landscape Architecture & Design Services

---

Over the past year, the Village has engaged landscape architect, Lila Fendrick of Lila Fendrick Landscape Architecture and Garden Design to develop various landscape plans to rehab and revitalize Village parks, in addition to providing counsel to Village staff on various matters related to plant design and maintenance.

During this period Lila Fendrick has developed landscape plans to revitalize the following parks:

- Large Oliver Street Park
- Newlands Park

These projects have been implemented, and Lila Fendrick's staff are currently working to develop a comprehensive landscape plan to revitalize the Brookville Road Park.

The Village's initial contact with Lila Fendrick will expire at the conclusion of FY2016, and was approved only for FY2016 on a trial basis. Overall staff has been very pleased with Lila Fendrick's work product and she has been extremely responsive to Village concerns, feedback and needs. As noted above, Village staff and Lila continue to work to develop designs for the revitalization of the Brookville Road Park.

Accordingly, staff recommends that the Village re-engage Lila Fendrick Landscape Architecture to continue to provide landscape design support to the Village.

Board Override of Bid Requirements; Legal Counsel Review

This contract has not been subject to competitive bidding, since it is the Village's desire to continue the relationship established with the Contractor in the drafting of revitalization plans for several Village parks, one of which, Brookville Road Park, is currently ongoing. Section 24-15 states that "any requirement for competitive bidding or proposal imposed by this Chapter [Procurement and Disposition] may be overridden for good cause by a vote of five members of the Board of Managers".

CHEVY CHASE VILLAGE
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As is the policy with all contracts, Village Counsel has reviewed the enclosed contracts and approved all contractual terms.

Board Action Required

Draft Motion:
*I move to **AUTHORIZE** the Village Manager to enter into a contract, in substantially the form provided, with Lila Fendrick Landscape Architecture and Garden Design for the performance of landscape architecture and design services within Chevy Chase Village.*

Attachment

(1) Professional Services Contract

CHEVY CHASE VILLAGE
BOARD OF MANAGERS
JUNE 13, 2016 MEETING

STAFF REPORT

TO: BOARD OF MANAGERS

FROM: SHANA R. DAVIS-COOK, VILLAGE MANAGER

DATE: 6/8/2016

SUBJECT: APPOINTMENT OF AN ACTING CHAIR TO PRESIDE AT THE BOARD OF MANAGERS' GENERAL MEETING SCHEDULED FOR MONDAY, JULY 11

Background

Mr. Denger and Ms. Leonard will be absent from the Board's July 11 meeting. Assuming the officer positions for Chair and Vice Chair remain the same, the Board will need to appoint another member to preside at your July meeting.

Board Action

Section 201 (b)(3) of the Village Charter states:

> *Acting Chair. In the event of the incapacity or absence of the Chair and Vice-Chair, the Board of Managers shall appoint an Acting Chair to act in the place of the Chair.*

Draft Motion

I move to appoint [STATE NAME] to preside at the July 11, 2016 Board of Managers' general meeting.

Board Representatives to Village Committees

(**Note:** Each year, the Board reaffirms the representatives and contacts that will serve as Board liaisons with standing committees.)

Excerpts from the Guidelines for Village Committees, effective January, 2012 (amended December 2014):

Board Representatives:

A Representative from the Board will attend meetings of those committees subject to membership appointment by the Board. The purpose of the representative is to facilitate communication between the committee and the Board. All other committees will be provided with a specific Board contact with whom the committee chair can communicate to receive direction on matters considered by the committee. Any Board member may attend any meeting of a committee in an unofficial capacity.

Board of Managers:

The Board shall appoint all committee chairs and all members of the following committees: Community Relations, Financial Review, Public Safety, Traffic, Trees and all single Purpose (ad hoc) Committees. Each committee will meet with the Board periodically and at least annually to establish and review the work program and accomplishments of the committee.

Committees Subject to Board Appointment	Current/Tentative Board **Representative**
Community Relations	Minh Le
Financial Review	Gary Crockett
Public Safety	Richard M. Ruda
Traffic	Robert C. Goodwin, Jr.
Tree	Michael L. Denger
Committee NOT Subject to Board Appointment	**Current/Tentative Board Contact**
Environment & Energy	Gary Crockett
Parks & Greenspaces	Elissa Leonard
Seniors	Minh Le

May 2016 CCVPD Highlights

I. Crime/Operational

1. Overnight Saturday, May 14 into Sunday, May 15, 2016, a total of seven unlocked cars were entered as follows:

   - 3 were parked on Grafton Street between Kirkside Drive and Wisconsin Avenue;
   - 1 was parked on Grafton Street between Cedar and Kirkside;
   - 1 was parked on W. Melrose Street, and
   - 2 were parked on Primrose Street between Connecticut Avenue and Brookville Road.

   Nothing was stolen from either of the cars on Primrose. Loose change and iPods were stolen from the remaining cars.

2. Daytime theft from an unlocked car: On Monday, May 16, a housekeeper parked her car on Grafton Street between Cedar and Kirkside. When she returned to her car, her purse with cash, a smart phone and coins had been taken.

II. Training/Administrative

1. 3 staff members attended the annual Law Enforcement Torch Run at Lake Needwood (a fund raiser for Maryland Special Olympics) along with representatives from other area police departments.

2. Beverly, one of our daytime dispatchers, had a medical procedure on May 11 and we expect her to return to work in July.

Select Reported Crimes 2016 vs. 2015				
	May '16	May '15	**YTD'16**	YTD'15
Assault	0	0	0	1
Auto Theft & attempts	0	0	0	0
Burglary & attempts	0	3	1*	5
Theft & attempts	9	3	33	17
Robbery	0	0	0	0

*bicycle stolen from inside an open garage

	Select Reported Crimes 2010-Present						
	2010	2011	2012	2013	2014	2015	**2016** as of 05/31/16
Assault	0	0	2	2	0	1	0
Auto Theft & attempts	3	6	2	5	0	3	0
Burglary & attempts	7	14	3	4	8	9	1
Theft & attempts	46	67	97	60	38	75	33
Robbery	1	0	0	0	1	0	0

POLICE DEPARTMENT
5906 Connecticut Avenue, Chevy Chase, Maryland 20815
(301) 654-7300 FAX: (301) 654-7304
chevychasevillagemd.gov

John Fitzgerald
Chief of Police

MEMORANDUM

TO: John Fitzgerald, Chief of Police

FROM: Bruce I Gessford, Communications Lead Dispatcher

DATE: June 1, 2016

SUBJECT: Monthly Communications Report for May 2016

	May 16	YTD 16	May 15	YTD 15
Walk In	118	793	151	673
Incoming Phone Calls requiring no action*	1,092	5,151	1,129	5,326
Incoming Phone Calls requiring an action**	345	1,362	367	1,428
House Check Requests	177	673	203	731
Key Pick Up/Drop Off	31	242	59	237
Mail Pick Up	57	398	67	347
Special Pick Up Requests	103	375	93	397
Trash and Recycle Complaints	3	11	1	12

***Note: Incoming phone calls requiring no action include: information requests, forwarding calls internally and externally, providing directions, etc.**

****Note: Incoming phone calls requiring an action may include: house check requests, special pick ups, trash and recycle complaints, etc.**

Chevy Chase Village
Monthly Incident Report
May 2016

Burglary (including attempts)	0		Theft from Auto (including attempts)	8
911 Disconnect	0		Lost Property	0
Alarm	17		Miscellaneous	6
Animal Bite	1		Missing Person	0
Animal Complaint	4		Noise Complaint	14
Assist Citizen	5		Open Door	7
Assist Other Agency	14		Open Trunk or Vehicle Door	0
Attempted Theft of Auto/Other Vehicle	0		Power Outage	0
Burglary (including attempts)	0		Parking Complaint	0
CDS - Possession Paraphernalia	0		Recovered Property/Montgomery County	3
Check the Welfare	5		Recovered Property/Other	0
Code Enforcement	3		Suspicious Persons/Vehicles	14
Collisions	19		Sudden Death - Natural	1
Hit and Run Property Damage	3		Thefts (including attempts)	9
Property Damage Collision	15		Thefts from Auto	8
Personal Injury Collision	1		Thefts from Other	1
Disabled Vehicle	3		Theft of Auto/Other Vehicle	0
DUI	0		Traffic Hazard	1
Fraud / Embezzlement / Confidence Game	0		Traffic Stop	0
Family Trouble	0		Trees / Limbs Down	1
Fire-Other	0		Trespassing	1
Identity Theft / Forgery	0		Vandalism	0
Hazard - General	0		Vandalism-Motor Vehicle	0
Hazard - Roadway	1		Vendor Violation	4
Ill Person	0		Wanted Person	0
Injury Non-Traffic	0		Water Main Break	0
Investigation/Police Information	0		Wires Down	0

Collisions within Chevy Chase Village
May 2016

Connecticut Avenue @ Quincy Street	1		Chevy Chase Circle @ Connecticut Avenue	7
Connecticut Avenue @ Oxford Street	2		Chevy Chase Circle @ Magnolia Parkway	1
Connecticut Avenue @ Newlands Street	3		Chevy Chase Circle @ Western Avenue	1
Connecticut Avenue @ West Lenox Street	1		Brookville Road @ Newlands Street	1
			Brookville Road @ Quincy Street	1
			5412 Grove Street	1

Chevy Chase Village
Monthly Traffic Report
May 2016

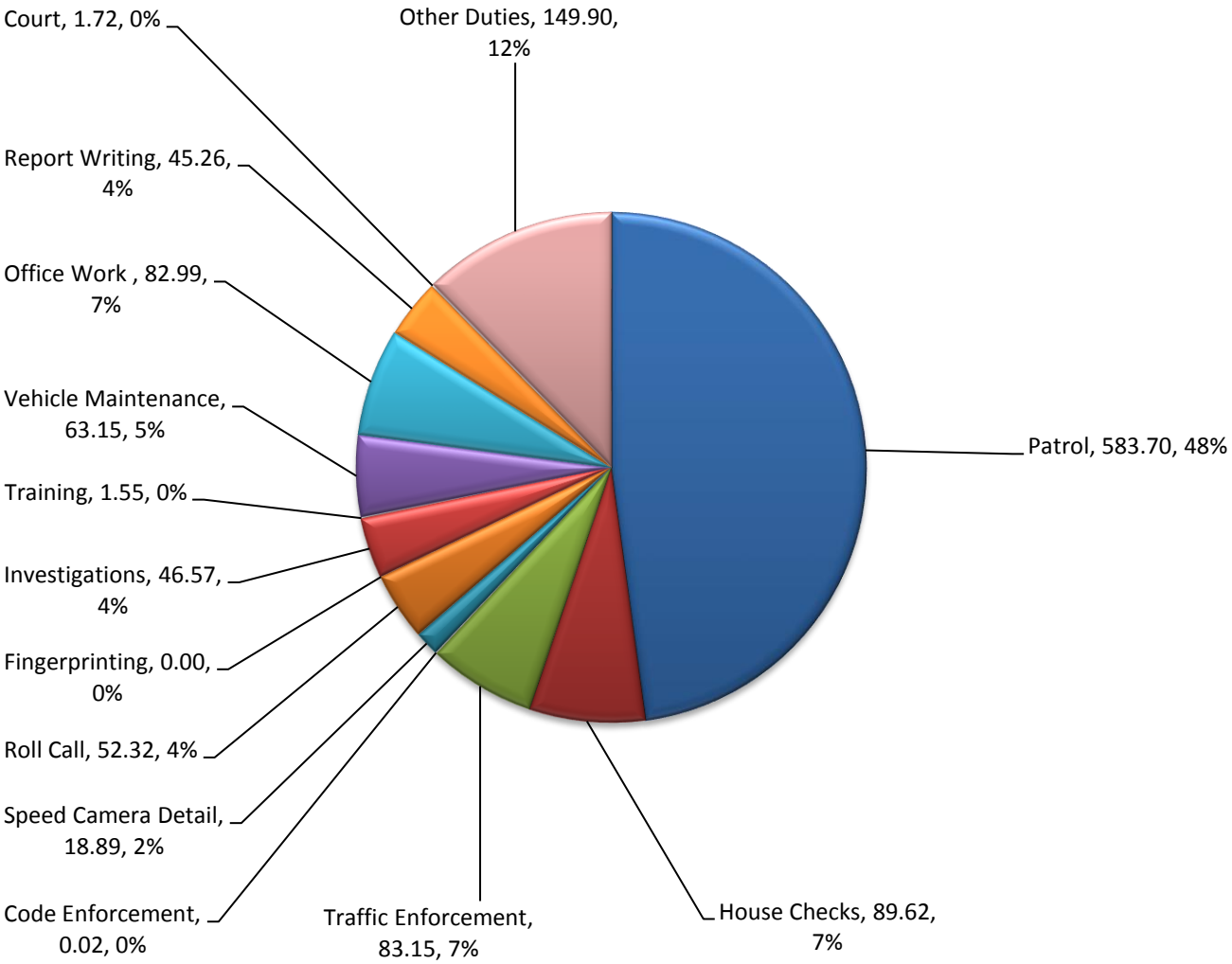
Equipment Repair Orders	0		Police Officers	
Miscellaneous Violations	2		Compliance Inquiry	5
Parking Violations	12		Investigations	4
Sign Violations	2			
Warnings Written	27		Municipal & Civil Citations Issued	0
Speeding Violations	0		Municipal & Civil Warnings Issued	0

Chevy Chase Village
Code Enforcement Report
May 2016

Chevy Chase Village
Agency Personnel Report

	May	YTD
Citizen Complaints	0	0
Citizen Compliments	1	9

Chevy Chase Village Police Department
Officer Hours for May 2016 within Chevy Chase Village

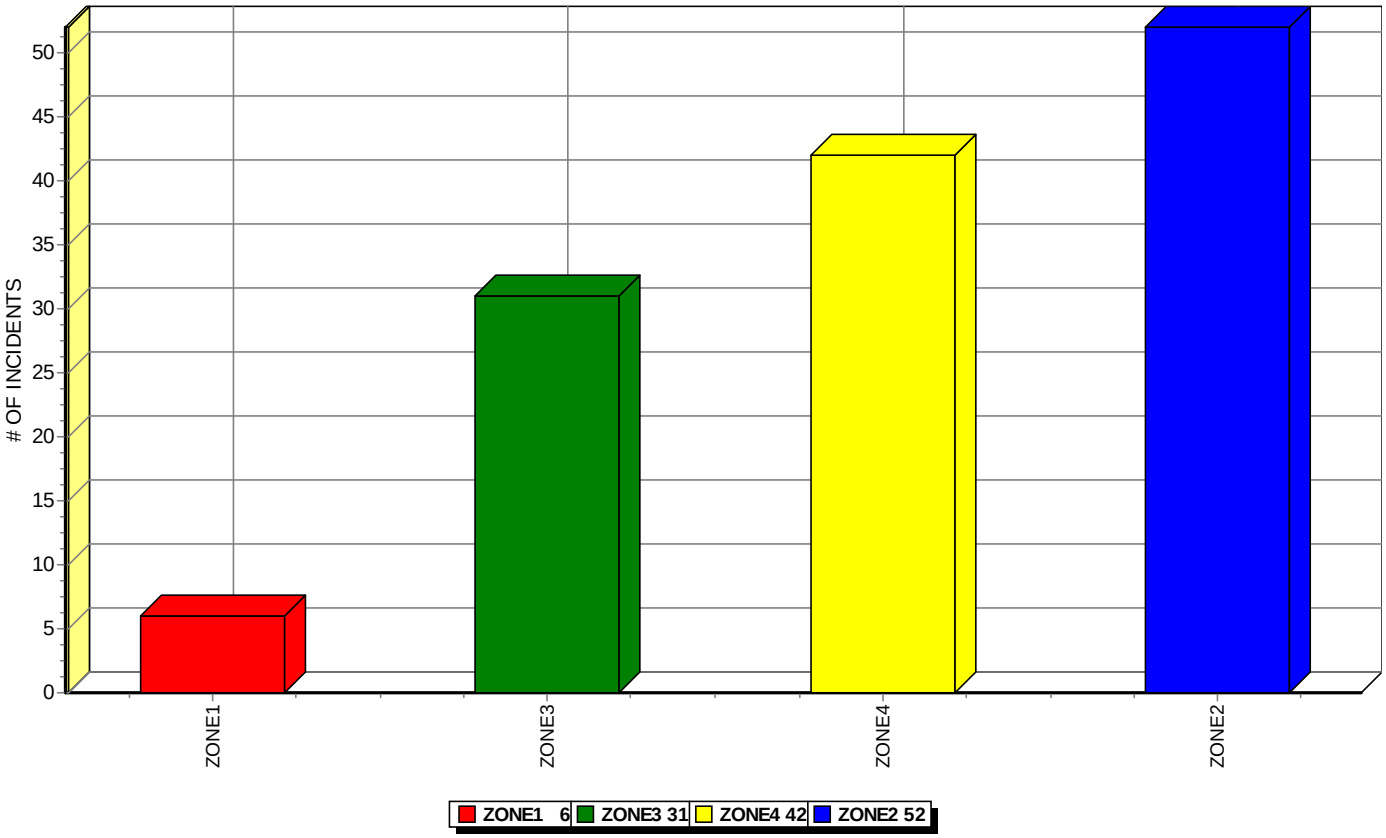


* Note: The SafeSpeed Coordinator's hours are 125.54, which are not included above

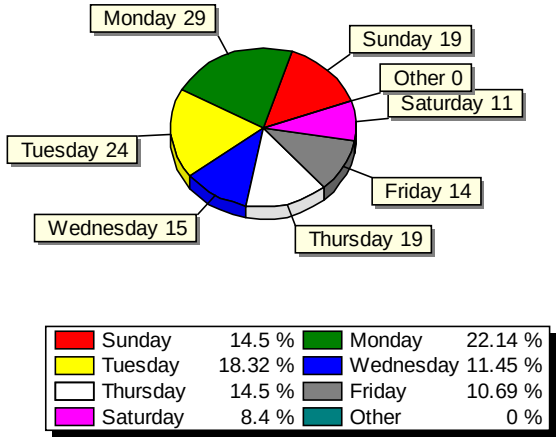
CHEVY CHASE VILLAGE POLICE

6/8/2016 8:20:38 AM

Incident Frequency by DISTRICT (Top 4 of 4 Shown) (Using DATE RECD)

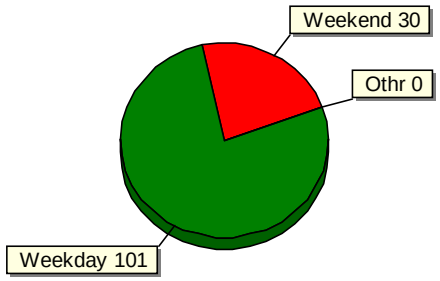


By Day of Week



Sunday	14.5 %	Monday	22.14 %
Tuesday	18.32 %	Wednesday	11.45 %
Thursday	14.5 %	Friday	10.69 %
Saturday	8.4 %	Other	0 %

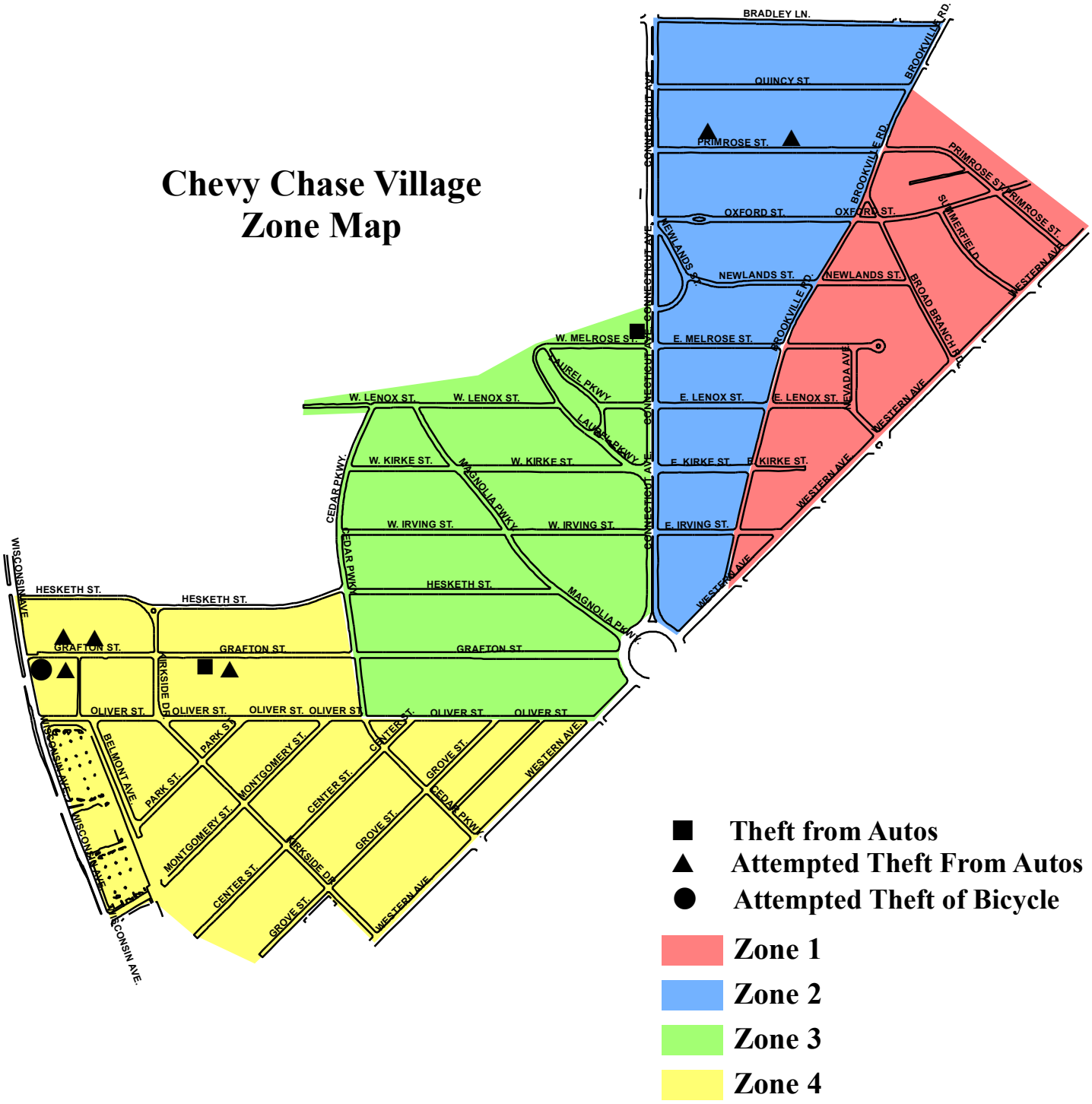
Weekday vs Weekend



Weekend	22.9 %	Weekday	77.1 %
Othr	0 %		

Search Criteria: (DISTRICT >= 'ZONE1')
(DISTRICT <= 'ZONE4')
(INCDNUM like '%%')
(DATE_RECD >= TO_DATE('5/1/2016','MM/DD/YYYY'))
(DATE_RECD <= TO_DATE('5/31/2016','MM/DD/YYYY'))

Chevy Chase Village
Zone Map



Chevy Chase Village
Building & Tree Removal Permits
Permits Issued- May 2016

Building Permits

Permit #	Address	Type of Work
6954	6318 Western Avenue	Modify and expand existing patio; construct new walkway.
6953	6403 Connecticut Ave	Re-grade and restore rear brick patio; grade water to front yard.
6952	5507 Center Street	Replace fence & gates in the rear yard.
6950	5505 Center Street	Replace fence in the side and rear yards.
6949	133 Hesketh Street	Install drain pipe in the Hesketh Street public right-of-way.
6948	5419 Center Street	Construct a new front portico.
6947	205 Primrose Street	Construct a new fence in the front yard.
6946	6128 Western Avenue	Construct a new retaining wall in rear yard.
6943	133 Hesketh Street	Construct a window well wall in the front yard of the property.
6941	5605 Park Street	Install replacement air conditioner in the right side yard.
6940	22 Grafton Street	Install replacement air conditioner in the rear side yard.
6938	8 West Irving Street	Install replacement air conditioner in the west side yard.
6937	3921 Oliver Street	Install replacement fence in the rear and side yards.

Tree Removal Permit

Permit #	Address	Type of Tree	Reason for Removal	Reforestation Indicated*
2240	135 Hesketh Street	(1) Blackgum	Hazardous	No
2239	139 Hesketh Street	(1) Sassafras	Hazardous	No
2236	20 West Kirke Street	(1) Beech	Dying; hazardous	Yes
2235	Village Right-of-Way	(1) Silver Maple,	Pepco	N/A
		(1) American Elm,	Pepco	
		(1) White Pine	Pepco	
2234	27 Hesketh Street	(1) Tulip Poplar	Pepco	No
2233	4 Hesketh Street	(1) Ash	Pepco	No
2232	5701 Wisconsin Ave.	(1) White Pine	Pepco	No
2231	136 Grafton Street	(1) White Pine	Pepco	No
2230	9 Hesketh Street	(1) Leland Cypress	Pursuant to 17-3(a)(7)	
		(1) Willow	Dead	Yes
2229	23 Primrose Street	(1) Spruce	Dead	No

* Since commencing recordation of reforestation intentions in November of 2013, 50 of 110 Applicants (45%) indicated that they would voluntarily be reforesting on their property.

Expiring Permit Notices Mailed This Month

None required

Chevy Chase Village
Permitting and Code Enforcement Activity May 2016

Telephone Queries: +/- 125
Walk-Ins: +/- 62
Pre-Design Review Meetings: 6
Municipality Letters (issued to the County for new projects): 11
Administrative Building Permits Issued: 13 Administrative Building Permit; 3 Dumpster
Licenses to Use the Public Right-of-Way: 1
Appeals: Two Decisions from variance requests granted at the May meeting were drafted, circulated, and approved; two variance requests were prepared for the June Board meeting.
Tree Ordinance Board: Two pending.
Enforcement Incidents: Routine code enforcement patrol and site inspections of construction projects were conducted. Additionally:

- One Stop Work Order was issued. The contractor had removed required tree protection fencing and run mechanical grading equipment through the tree protection zone. Staff is working with the Village arborist, contractor and resident to assess the damage, prescribe corrections and develop a revised Tree Protection Plan, at which point the Stop Work Order can be lifted.
- A resident installed a section of new fencing without obtaining the applicable Historic Preservation Commission (HPC) approval or Village Building Permit. Staff contacted the resident and advised them to contact HPC and then provide either an Historic Area Work Permit (HAWP) or confirmation that none was required, along with the applicable CCV Building Permit Application for Fences and Walls;
- Staff observed that alterations were made to an approved Building Permit for patio modifications, including the addition of a gas fireplace which had not been depicted on the plans and which was located within the rear yard setback. Staff contacted the resident, who has applied for a variance to maintain the structure;
- A contractor working at a property made alterations to an existing patio and started to install a drainage system without having obtained the applicable CCV permit. The contractor, who is also the owner of the property, has obtained the required Building Permit;
- Staff observed that a resident had installed a fence without having obtained the applicable CCV permit. The resident had obtained a County Fence Permit, but not the Historic Preservation Commission (HPC) approval. Staff has contacted the resident and advised them to obtain the required Historic Area Work Permit (HAWP) and submit that along with the other required materials to obtain the CCV Building Permit;
- A resident indicated to Staff that a wall at his property required repair however in observing the structure it became evident that the wall was unstable and would need to be removed and rebuilt. Staff advised the resident to contact HPC and the County to obtain the applicable County permits and then to submit the CCV Building Permit application;

Tree Requests: 14 requests were made to the Village arborist for tree inspections pursuant to removals or Tree Protection Plan requests for construction projects.
Administrative Tree Removal Permits: 10 permits were issued for removal of a total of thirteen (13) trees.
Expired Permit Memos Sent: None required this month.
Additional Activity:

- Staff continues coordination of engineering assessments of drainage concerns related to the appeal of the Managers Decision to issue a building permit at 5502 Grove Street.

-compiled by Ellen Sands, Permitting and Code Enforcement Coordinator

From the desk of…

Michael Younes, Director of Municipal Operations
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Memo

To: Board of Managers

From: Michael W. Younes, Director of Municipal Operations

CC: Shana Davis-Cook, Village Manager

Date: 6/8/2016

Re: Update on Capital and Infrastructure Upgrade Projects

Below please find an update on the various capital and infrastructure upgrade projects currently under construction and in the planning stage:

		Status	Duration/ Remaining	Est. Start Date	Est. Completion Date
Village Initiated					
W. Kirke St. and Laurel Pkwy. Intersection Improvements		Complete	Complete	Complete	Complete
Village Website Redevelopment		Content Update	1 month	Ongoing	July 2016
In-Partnership with M-NCPPC					
Western Grove Park Development		Construction	6-9 months	Ongoing	February 2017
Utility Upgrades					
Laurel Park Sewer Rehabilitation		Pre-Construction	1 month	TBD	TBD
Water Main Replacement (5500 block of Western Avenue)		Design	TBD	Spring 2018 *(construction)*	TBD
Washington Gas Main Replacement – Bradley Lane		Permitting	TBD	TBD	TBD
PEPCO Tree Pruning and Removals		Permitting	2 months	Summer 2016	Summer 2016
State Projects					
Connecticut Avenue Pedestrian Signal		Construction	1 month	Ongoing	June 2016

CHEVY CHASE VILLAGE
ESTABLISHED 1890

Connecticut Avenue Pedestrian Signal:

- Village and State Highway Administration staff are still working with PEPCO to expedite bringing power to the site, so activation of the signal can be made as soon as possible. Power installation should be complete by June 10.
- Once power installation is complete, SHA contractors will be ready to activate the signal within a few days.
- If all goes well the signal should be activated by Monday, June 20.

PEPCO Tree Pruning and Removals:

- No updates since last month's report.

Village Website Redevelopment:

- Design work on the new website is complete.
- Staff is currently working through the new and old websites to update content and ensure that all functionality on the new website is working properly before its' official launch, which is scheduled for the end of June.

Washington Gas Main Replacement:

- No updates since last month's report.

W. Kirke St. and Laurel Pkwy. Intersection Improvements:

- Despite the rain all work was completed on-time.
- Overall the project was completed $9,500 under budget.

Western Grove Park Development:

- Over the next 2 weeks, construction activities will be ramping up at the park as the contractor has received approvals to begin installing the tree preservation and site security fencing, sediment and erosion controls and will begin removing select trees.
- The Western Grove Park Friends Group is continuing its fundraising campaign and has received contributions/pledges of approximately $37,000 to address a shortfall in the construction budget, the Friends Group initial goal is to raise an addition $125,000.

WSSC:

Laurel Park Sewer Rehabilitation:

- No updates since last month's report.

Water/Sewer Main Replacement (5500 block of Western Avenue):

- WSSC and the Village held a joint public information meeting on May 26 with affected residents.
- Unfortunately, only 5 residents attended.
- WSSC is currently in the process of making contact with all residents to request access to private property to begin its survey activities.
- The first phase of work will be to survey the affected properties. Once that is completed, WSSC and their contracted engineering firm will conduct an alignment study to determine if the mains can be relocated out of the rear-yards.

Memo

To: Chevy Chase Village Board of Managers

From: Melissa Wiak, Community Liaison/Administrative Assistant

CC: Shana R. Davis-Cook, Village Manager

Date: June 6, 2016

Re: Village Hall Use for May 2016

Below is a chart that reflects the type and frequency of events held in the Village Hall during the month of May 2016:

Type of Event	Number of Uses	Total Net Revenue
Rentals (Private Events)—Birthday Parties (2); Memorial Service; Graduation Party	4	$2,750
Community Use — Board of Managers' Monthly Meeting; Parks & Greenspaces Committee Meeting; Western Grove Park Friends Group Meeting; Community Shredding Event; Chevy Chase Land Company Public Information Meeting; WSSC Public Information Meeting; Environment & Energy Committee Meeting	7	$0.00
Fee Waiver Use/Public Use —Chevy Chase @ Home Events (3); Section 5 Monthly Meeting; Garden Club of Chevy Chase's Monthly Meeting and Walking Tour; Many Hands Non-profit meeting	7	$0.00