

CHARTER

OF THE

# **Village of North Chevy Chase**

MONTGOMERY COUNTY, MARYLAND

*Pursuant to Resolution 13-367  
of the Montgomery County Council*

(Reprinted November 2008)

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# THE VILLAGE OF NORTH CHEVY CHASE

## ARTICLE I

### Purpose

#### Section 1.01. Incorporation.

The residents of The Village of North Chevy Chase, Montgomery County, Maryland, a Special Taxing District legally established pursuant to Chapter 117 of the Acts of 1924 of the General Assembly of the State of Maryland, as Amended by Chapter 558 of the Acts of 1951, and Chapter 175 of the Acts of 1991, hereby adopt this Charter for the purpose of establishing a municipal corporation by the name of The Village of North Chevy Chase, with all the privileges of a body corporate and by that name shall sue and be sued, plead and be impleaded in any court of law or equity, have and use a common seal and have perpetual succession, unless this Charter and the corporate existence created thereby are legally abrogated.

## ARTICLE II

### Village Boundaries

#### Section 2.01. Village Boundaries Defined.

The Village of North Chevy Chase, Montgomery County, Maryland, a municipal corporation as hereinafter described, shall upon the date this Charter becomes effective be deemed and taken to comprise certain parcels of land, namely:

Beginning for the Village Limits of North Chevy Chase at a point at the northeasterly intersection of Connecticut Avenue, MD Rte. 185 (as now located), Jones Bridge Road, and Kensington Parkway (formerly Connecticut Avenue), said point also being the original southwesterly corner of Lot 4, Block 1, as shown on the original plat of subdivision entitled "KENILWORTH, subdivided and for sale by Redford W. Walker & Son" and recorded among the Land Records of Montgomery County, Maryland, in Plat Book 1, at Plat 7; then leaving the said Lot 4, Block 1, and crossing the said Kensington Parkway

1. NORTH 09° 22' 01" EAST, 247.32 FEET to the common front corner of Lots 2 and 3, Block 9, as shown on the above mentioned Plat Book 1, Plat 7; then with part of the said lot line, now being the line between Lot 2, Block 9 and that portion dedicated to the State of Maryland property

2. NORTH 56° 47' 00" WEST, 87.81 FEET to a point on the easterly right-of-way line of the Connecticut Avenue, said point being 60 feet easterly of the Base Line of Right-of-Way as shown on various State Highway Right-of-Way Plats; then with the said easterly right-of-way line along a non-tangent curve to the left having an

3. ARC OF 41.87 FEET, A RADIUS OF 2,351.83 FEET, A DELTA OF  $01^{\circ} 01' 12''$ , AND A CHORD BEARING AND DISTANCE OF NORTH  $06^{\circ} 43' 24''$  WEST, 41.87 FEET to a tangent point; then continuing with the above mentioned easterly right-of-way line of Connecticut Avenue the following two bearings and distances

4. NORTH  $07^{\circ} 14' 00''$  WEST, 1,164.37 FEET to a point; then along a tangent curve to the left having an

5. ARC OF 76.35 FEET, A RADIUS OF 1,970.08 FEET, A DELTA OF  $02^{\circ} 13' 14''$ , AND A CHORD BEARING AND DISTANCE OF NORTH  $08^{\circ} 20' 37''$  WEST, 76.34 FEET to a non-tangent point on the southerly right-of-way line of the Capital Beltway, Interstate Route 495; then with the said southerly right-of-way line of the Capital Beltway as shown on Maryland State Highway Right-of-way Plat Nos. 29019 and 29026

6. NORTH  $75^{\circ} 40' 49''$  EAST, 92.12 FEET to a point on the northerly right-of-way line of Inverness Driveway as shown on the above mentioned Plat Book 1, Plat 7; then with the right-of-way lines of the Capital Beltway and of Inverness Driveway along a non-tangent curve to the left having an

7. ARC OF 400.08 FEET, A RADIUS OF 2,224.37 FEET, A DELTA OF  $10^{\circ} 18' 20''$ , AND A CHORD BEARING AND DISTANCE OF SOUTH  $74^{\circ} 07' 50''$  EAST, 399.55 FEET to a tangent point; then continuing with the above mentioned right-of-way lines

8. SOUTH  $79^{\circ} 17' 00''$  EAST, 100.00 FEET to common front corners of Lots 4 and 5, Block 6, as shown on the above mentioned Plat Book 1, Plat 7; then with the right-of-way line of the Capital Beltway and with the common plat line of Lots 3, 4 and 5, Block 6, as shown on the said Plat Book 1, Plat 7

9. NORTH  $10^{\circ} 43' 00''$  EAST, 362.67 FEET to a point on the northerly plat line of the original outline of KENILWORTH as shown on the above mentioned Plat Book 1, Plat 7; then with part of the said northerly plat line

10. NORTH  $87^{\circ} 24' 00''$  EAST, 965.32 FEET to the northeasterly most plat corner of the above mentioned original outline of KENILWORTH; then with part of the original easterly plat line

11. SOUTH  $01^{\circ} 42' 00''$  WEST, 82.97 FEET to a point at the northerly right-of-way line of Husted Driveway and the easterly lot line of Lot 5, Block 3-A, as shown on Plat Book 15, Plat 953, entitled KENILWORTH, NORTH CHEVY CHASE; then crossing the said Husted Driveway

12. SOUTH  $17^{\circ} 09' 59''$  WEST, 93.75 FEET to a point on the westerly right-of-way line of Clifford Avenue at the tangent point of Lot 4, Block 3-B, as shown on the above mentioned Plat Book 15, Plat 953; then with the said westerly right-of-way line

13. SOUTH 01° 42' 00" WEST, 263.34 FEET to the tangent point of Lot 7, Block 3-B, as shown on the above mentioned Plat Book 15, Plat 953; then crossing the above mentioned right-of-way line of Clifford Avenue

14. SOUTH 20° 37' 49" EAST, 70.88 FEET to a point on the northerly right-of-way line of Inverness Driveway at the northeasterly corner [of] Lot 10, Block A, as shown on Plat Book 164, Plat 18561, entitled ROCK CREEK PARK VILLAGE; then with the easterly lot line of the said Lot 10, Block A, to include the said Lot 10, Block A, within the Village of North Chevy Chase

15. SOUTH 04° 18' 00" EAST, 111.54 FEET to a point; then

16. NORTH 87° 40' 39" EAST, 4.00 FEET to a point on the easterly plat line of Lot 5, Block 3, being the easterly plat line of the original outline of KENILWORTH as shown on the above mentioned Plat Book 1, Plat 7; then with part of the said easterly plat line

17. SOUTH 04° 18' 00" EAST, 271.42 FEET to a point; then leaving the above mentioned easterly plat line of the above mentioned Lot 5, Block 3

18. SOUTH 87° 33' 00" WEST, 12.51 FEET to a point on the westerly right-of-way line Clifford Avenue at the northeasterly corner of Lot 15, Block 3, as shown on Plat Book 134, Plat 15515, entitled KENILWORTH, NORTH CHEVY CHASE; then with the said westerly right-of-way line as also shown on Plat Book 141, Plat 16203, entitled KENILWORTH, NORTH CHEVY CHASE, and on Plat Book 150, Plat 17082, entitled KENILWORTH

19. SOUTH 04° 18' 00" EAST, 217.16 FEET to a point; then

20. NORTH 87° 33' 00" EAST, 12.51 FEET to a point on the easterly plat line of Lot 3, Block 3, being also the easterly plat line of the original outline of KENILWORTH as shown on the above mentioned Plat Book 1, Plat 7, said point also being the northeasterly corner of Lot 14, Block 3, as shown on Plat Book 122, Plat 14289, entitled KENILWORTH, NORTH CHEVY CHASE; then with [of] the easterly lot line of the said Lot 14, Block 3, and with part of the said original easterly plat line to include the area dedicated for Clifford Avenue as shown on Plat Book 17, Plat 1084, entitled KENILWORTH, NORTH CHEVY CHASE

21. SOUTH 04° 18' 00" EAST, 601.98 FEET to the tangent point of Lot 9, Block 3-E, on the westerly right-of-way line of Clifford Avenue as shown on Plat Book 67, Plat 6108, entitled KENILWORTH, NORTH CHEVY CHASE; then with parts of the easterly lot line of the said Lot 9, Block 3-E, the said westerly right-of-way line and of the above mention [above mentioned] original easterly plat line

22. SOUTH 04° 18' 00" EAST, 3.69 FEET to [a] point on the westerly right-of-way line of Clifford Avenue at the northerly most corner of Lot 7, Block 3-E, as shown on Plat Book 154, Plat 17515, entitled KENILWORTH, NORTH CHEVY CHASE; then leaving the above mentioned original outlines of KENILWORTH as shown on Plat Book 1, Plat 7, and

with part of the said westerly right-of-way line the following four bearings and distances to include Plat Book 154, Plat 17515 within the Village of North Chevy Chase

23. SOUTH  $35^{\circ} 45' 20''$  EAST, 50.26 FEET to a point; then along a tangent curve to the right having an

24. ARC OF 74.78 FEET, A RADIUS OF 320.00 FEET, A DELTA OF  $13^{\circ} 23' 20''$ , AND A CHORD BEARING AND DISTANCE OF SOUTH  $29^{\circ} 03' 40''$  EAST, 74.61 FEET to a tangent point; then

25. SOUTH  $22^{\circ} 22' 00''$  EAST, 39.87 FEET to a point; then along a tangent curve to the left having an

26. ARC OF 59.90 FEET, A RADIUS OF 333.96 FEET, A DELTA OF  $10^{\circ} 16' 36''$ , AND A CHORD BEARING AND DISTANCE OF SOUTH  $27^{\circ} 30' 18''$  EAST, 59.82 FEET to a point; then leaving the above mentioned right-of-way line of Clifford Avenue and continuing with the plat lines of Plat Book 154, Plat 17515 the following two bearings and distances

27. NORTH  $87^{\circ} 08' 10''$  WEST, 50.65 FEET to a point; then

28. SOUTH  $04^{\circ} 31' 30''$  EAST, 223.00 FEET to a point on the northerly right-of-way of line of Jones Bridge Road; then with the said northerly right-of-way line along a non-tangent curve to the right having an

29. ARC OF 108.16 FEET, A RADIUS OF 325.00 FEET, A DELTA OF  $19^{\circ} 04' 08''$ , AND A CHORD BEARING AND DISTANCE OF NORTH  $76^{\circ} 32' 52''$  WEST, 107.67 FEET to a non-tangent point at the common front corner of Lot 9, Block 3-E, as shown on the above mentioned Plat Book 154, Plat 17515, and Lot 6, Block 3-E, as shown on Plat Book 43, Plat 3147, entitled KENILWORTH, NORTH CHEVY CHASE; then continuing along the above mentioned northerly right-of-way line along a non-tangent curve to the right having an

30. ARC OF 83.18 FEET, A RADIUS OF 2,049.75 FEET, A DELTA OF  $02^{\circ} 19' 31''$ , AND A CHORD BEARING AND DISTANCE OF NORTH  $73^{\circ} 53' 38''$  WEST, 83.18 FEET to a tangent point of reverse curve as shown on the above mentioned Plat Book 43, Plat 3147; then continuing along the above mentioned northerly right-of-way line along a tangent curve to the left having an

31. ARC OF 135.57 FEET, A RADIUS OF 758.91 FEET, A DELTA OF  $10^{\circ} 14' 06''$ , AND A CHORD BEARING AND DISTANCE OF NORTH  $77^{\circ} 50' 57''$  WEST, 135.39 FEET to a tangent point on Lot 1, Block 3-E, as shown on Plat Book 39, Plat 2735, entitled KENILWORTH, NORTH CHEVY CHASE; then with the said Lot 1, Block 3-E and with the above mentioned northerly right-of-way line

32. NORTH  $82^{\circ} 58' 00''$  WEST, 79.99 FEET to a point; then continuing with the above mentioned Lot 1, Block 3-E along a tangent curve to the right having an

33. ARC OF 28.11 FEET, A RADIUS OF 20.00 FEET, A DELTA [OF] 80° 31' 00", AND A CHORD BEARING AND DISTANCE OF NORTH 42° 42' 30" WEST, 25.85 FEET to a tangent point on the above mentioned Lot 1, Block 3-E, on the easterly right-of-way line of Montgomery Avenue; then leaving the said Lot 1, Block 3-E, and crossing the said Montgomery Avenue

34. NORTH 77° 11' 07" WEST, 73.28 FEET to the tangent point on the above mentioned northerly right-of-way line of Jones Mill Road and on the southerly plat line Lot 10, Block 2-B, as shown on Plat Book 17, Plat 1084, entitled KENILWORTH, NORTH CHEVY CHASE; then with the said Plat Book 17, Plat 1084 and with the said northerly right-of-way line

35. NORTH 81° 08' 00" WEST, 366.53 FEET to the tangent point on Lot 15, Block 2-B, as shown on the above mentioned Plat Book 17, Plat 1084; then leaving the said Lot 15, Block 2-B, and crossing Montrose Driveway as shown on the said Plat Book 17, Plat 184

36. SOUTH 83° 25' 00" WEST, 108.53 FEET to a point at the northwesterly intersection of Jones Mill Road and Montrose Driveway, said point also being the easterly most corner of Lot 7, Block 1, on the above mentioned original outlines of KENILWORTH as shown on Plat Book 1, Plat 7; then with the above mentioned northerly right-of-way line of Jones Mill Road and with part of the said original outlines of KENILWORTH

37. NORTH 81° 09' 00" WEST 616.68 FEET to the Point of Beginning.

The total computed area within the Village Limits of North Chevy Chase is 2,810,736 square feet or 64.52562 acres of land.

### **ARTICLE III**

#### **Definitions**

##### Section 3.01. Definitions.

The following terms, wherever they appear in this Charter, shall have the meanings set forth in this Article:

“County” shall mean Montgomery County, Maryland.

“County Council” shall mean the County Council of Montgomery County, Maryland, or any body succeeding to the functions and duties of the County Council.

“Maryland Code” shall mean the Annotated Code of Maryland, as it may be amended or modified.

“Property” shall mean any real property located in the Village of North Chevy Chase, Montgomery County, Maryland.

“Qualified Voter” shall mean any resident of the Village of North Chevy Chase, Montgomery County, Maryland, who is qualified to vote in Montgomery County, and who has registered with the Village Council of the Village of North Chevy Chase to vote. Residents of the Village of North Chevy Chase who are registered with the Montgomery County Board of Supervisors of Elections to vote shall be deemed to be registered with the Village Council of the Village of North Chevy Chase to vote.

“State” shall mean the State of Maryland.

“Village” shall mean the Village of North Chevy Chase, Montgomery County, Maryland, the municipality herein created.

“Village Council” shall mean the Village Council of the Village of North Chevy Chase, Montgomery County, Maryland, the governing body herein created.

“Written Notice” shall mean notice in writing including, but not limited to, publication in a newspaper, a newsletter, or other written material generally circulated throughout the Village of North Chevy Chase. Unless otherwise provided, where notice to Property owners is required, such notice shall be sent by regular mail to the addresses listed on the property tax rolls maintained by the State of Maryland’s Department of Assessment [Assessments] and Taxation.

## **ARTICLE IV**

### **Powers of the Village**

#### Section 4.01. Scope of Powers.

The Village shall have all powers vested in a municipality under the constitution and laws of the State as fully and completely as though they were specifically enumerated in this Charter.

#### Section 4.02. Construction of Article.

The powers of the Village under this Charter shall be construed liberally in favor of the Village, and the specific mention of particular powers in the Charter shall not be construed as limiting in any way the general powers granted in this Article.

#### Section 4.03. Intergovernmental Relations.

The Village may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with any local, state, or federal governmental entity, or agency thereof.

**ARTICLE V**  
**The Village Council**

Section 5.01. Composition and Term.

The Village Council shall consist of five Qualified Voters, each of whom shall be elected, as hereinafter provided, for two-year, staggered terms.

Section 5.02. Residency.

Village Council members shall reside in the Village during their terms of office. At such time as any Village Council member ceases to reside in the Village, such member shall be deemed to have resigned from the Village Council.

Section 5.03. Officers.

The Village Council shall elect from among its members a Chairman, one or more Vice-Chairmen, a Treasurer, and a Secretary, having the following duties and responsibilities:

(a) The Chairman shall preside at meetings of the Village Council, countersign checks properly issued by the Treasurer, and perform such other duties as designated by the Village Council.

(b) A Vice-Chairman shall preside at meetings of the Village Council in the Chair's absence and the Vice-Chairmen shall perform such other duties as designated by the Village Council.

(c) The Treasurer shall be the custodian of all funds which are received to the credit of the Village and shall deposit or invest all such funds in federally or State insured financial institutions, obligations of the United States, obligations guaranteed or insured by the United States, or in such other institutions or investments as may be permitted by the laws of the State. All deposits and investments shall be made pursuant to a policy established by resolution of the Village Council. The Treasurer shall disburse funds of the Village as instructed by the Village Council by check duly signed by the Treasurer and countersigned by the Chairman or any other officer of the Village Council acting as the Chairman. Any acting Chairman shall only be authorized to so act by a majority vote of the Village Council which vote shall be recorded in the minutes of the Village Council. In the absence or unavailability of the Treasurer, the Village Council may authorize another Village Council member to sign in the Treasurer's stead.

(d) The Secretary shall be the custodian of all records, correspondence, and other documents and property of the Village, keep accurate minutes of all Village Council meetings, and perform such other duties as designated by the Village Council.

Section 5.04. Delegation of Duties.

With the exception of a Village Council member's right to vote on matters before the Village Council at a Village Council meeting, the Village Council may delegate the duties of any Village Council officer to one or more employees or other representatives of the Village.

Section 5.05. Quorum.

Three members of the Village Council shall constitute a quorum for the transaction of business; provided, however, that all actions involving passage of ordinances under Section 6.03, the election of Village Council officers, the certification of tax rates, and the authorization of expenditures of Village funds in excess of an amount set by the Village Council by ordinance shall require the affirmative vote of at least three members of the Village Council.

Section 5.06. Village Council Meetings.

The Village Council shall meet at such times and in such places as are required to discharge its responsibilities under this Charter. All meetings of the Village Council shall be open to the public and the rules of the Village Council shall provide that residents of the Village shall have a reasonable opportunity to be heard at any meeting. Nothing contained herein shall be construed to prevent the Village Council from holding closed sessions, as provided by State law, but no ordinance, resolution, rule, or regulation shall be finally adopted at any such closed session.

Section 5.07. Procedures of the Village Council.

The Village Council shall follow such rules of procedure as it may adopt by resolution. The Village Council shall keep minutes of its proceedings and enter therein the yeas and nays and abstentions for final action on any question, resolution, or ordinance or at any other time if requested by any one Village Council member. The minutes of the Village Council shall be available to the public for inspection.

Section 5.08. Vacancies on the Village Council.

In the event of a vacancy on the Village Council for any reason, the Village Council, by a majority vote of the remaining Village Council members, shall appoint a Qualified Voter to fill such vacancy until the next regular election.

Section 5.09. Oath of Office.

Before entering upon the duties of their offices, the members of the Village Council shall take and subscribe to the oath prescribed by Article 1 [I], Section 9 of the Constitution of the State of Maryland.

Section 5.10. Surety Bonds.

The Chairman, the Treasurer, and such other officers or employees of the Village as the Village Council or applicable law may require shall give bond in such amount and with such surety as be required by the Village Council or applicable law. The premiums on such bonds shall be paid by the Village.

**ARTICLE VI**  
**Powers and Duties of the Village Council**

Section 6.01. Authority.

All powers of the Village shall be vested in the Village Council, except as otherwise provided by law or this Charter.

Section 6.02. General Powers.

The Village Council shall have the power to pass all such ordinances not contrary to the Constitution and other laws of the State or this Charter as it may deem necessary for the preservation of Village property, rights, and privileges; for the preservation of peace and good order; for securing persons and property from violence, danger, or destruction; and for the protection and promotion of the health, safety, comfort, convenience, welfare, and happiness of the residents of and visitors to the Village. The Village Council shall have all powers of the State not expressly denied to it by the State or this Charter relating to the incorporation, organization, government, or affairs of the Village. In addition to the foregoing, but not in substitution thereof, the Village Council shall have the express powers set forth in Article 23A of the Maryland Code.

Section 6.03. Village Ordinances.

(a) The Village Council shall provide not less than fourteen days' prior Written Notice of a Village Council meeting scheduled for final consideration of any proposed Village ordinance. The public shall be provided an opportunity to express its views concerning any proposed ordinance at a public hearing to be held at the Village Council meeting scheduled for a vote on any proposed ordinance prior to the actual vote thereon.

(b) All ordinances shall become effective thirty (30) days following adoption by the Village Council, unless otherwise expressly provided by the Village Council upon such adoption.

(c) The Village Council shall provide Written Notice of all new ordinances, as soon as practicable after their adoption.

(d) If, within thirty (30) days after Written Notice of a new ordinance, twenty-five (25) or more Qualified Voters request in writing that the Village Council conduct a referendum vote on any ordinance, the Village Council shall within sixty (60) days conduct such a referendum at which Qualified Voters shall be permitted to cast ballots. Any ordinance failing to

receive a majority of the votes cast in such a referendum shall automatically be deemed rescinded by the Village Council.

(e) All ordinances and resolutions adopted by the Village Council shall be available for public inspection.

(f) In the absence of specific Village ordinances to the contrary, the laws and regulations of the County shall be effective within the Village; provided, however, that the foregoing shall not in any way restrict the authority of the Village Council to adopt ordinances on the same or any other subject matter in the manner, and to the extent, set forth herein.

#### Section 6.04. Enforcement of Village Ordinances.

(a) The Village Council may provide civil or criminal penalties for any violation of any ordinance as the Village Council may deem proper, and may prosecute such violations and recover such penalties in the manner provided by State law.

(b) If, after due notice to the Property owner, any ordinance requiring the abatement of any nuisance upon any Property is not complied with by the owner of the Property within a reasonable time, the Village Council shall have the authority to have the work done, at a reasonable price, and to assess the cost against the Property of the delinquent owner, the same to become a lien against the Property and to be collected in the same manner as Village taxes are collected and turned over to the Treasurer of the Village Council.

(c) In addition to other remedies, the Village Council shall have the authority to bring suit in a court of competent jurisdiction to obtain a decree, order, or judgment of court compelling, by injunction or otherwise, compliance with its ordinances and regulations.

#### Section 6.05. Special Procurement Provisions.

(a) Subject to the provisions of subsection (c) of this section, the Village Council may not expend more than ten thousand dollars for any service, commodity or supply, without having invited written bids, after which the Village Council may purchase such service, commodity or supply, or have such work done by employed labor or otherwise, as it may deem prudent.

(b) Members of the Village Council shall not sell any supplies, materials, or services of any kind to, or contract in any manner with, the Village, and shall otherwise comply with State law concerning conflicts of interest.

(c) Notwithstanding the provisions of subsection (a) of this section, the Village Council may (i) engage in cooperative procurement with other governmental entities or agencies thereof; (ii) contract with any supplier who offers goods or services on the same terms as provided other State or local governments, or agencies thereof, who have arrived at those terms through a competitive procurement procedure; and (iii) contract directly with State or local governments, or agencies thereof.

## **ARTICLE VII**

### **Village Finances**

#### Section 7.01. Taxes.

The Village Council is authorized, empowered, and directed to levy by resolution and cause to be collected from Property owners taxes in such amounts, not exceeding fifty cents on each one hundred dollars worth of assessable Property, following approval of the tax rate by a majority vote of the Qualified Voters present at the Annual Meeting or other meeting called for such purpose by the Village Council, Written Notice of which meeting shall have been provided to all Village residents and Property owners at least two weeks in advance of the meeting. Such taxes shall be collected by the County and shall be subject to the same interest and penalties as are County taxes, and amounts so collected shall be paid over by the County to the Village Treasurer.

#### Section 7.02. Use of Tax Revenues.

(a) The share of the Highway User Funds received by the Village Treasurer from the County shall be used by the Village Council solely for maintaining and repairing roads, streets, and lanes in the Village.

(b) All other funds received by the Village Treasurer may be used by the Village Council for opening, maintaining, repairing, regrading, and lighting Village streets, roads, alleys, and sidewalks; for parking, drainage, sewerage, sanitation and other Village maintenance and improvements; for clerical and other public services; for furnishing police and fire protection; for the removal of snow, ice, ashes, garbage and other refuse, and disposal thereof; for enforcing such building, sanitary and other ordinances as the Village Council may prescribe for the Village; for the hiring of legal counsel, auditors, engineers, and other professional consultants; for exercising any of the express powers set forth in Article 23A of the Maryland Code [Annotated Code of Maryland]; and, generally, for all such purposes as may reasonably be in the interest of or incidental to the needs and benefit of the Village.

#### Section 7.03. Special Assessments.

(a) The Village Council is empowered to grade, pave, or improve any street, road or lane in the Village which has been or may be acquired and opened for public use and to lay sidewalks and curbs thereon, and to make other public improvements within the Village.

(b) The Village Council, after Written Notice to the affected Property owners, shall have the power to assess by resolution the cost of the grading, paving, or improvement against all Property abutting on the street, road, lane, sidewalk, or improvement and specially benefitting from the work, using the front foot method of apportionment or some other equitable basis that the Village Council may determine; provided that the improvements are petitioned for by the Property owners of one-half of the frontage abutting on the street, road, lane, sidewalk, or other improvement. The cost assessed may include administrative and other associated costs, including any interest charges incurred by the Village in connection with the financing of the work. Before

any contract for work shall be entered into, or any obligation incurred, Written Notice shall be given to the Property owners and others of record interested in the abutting Property and an opportunity to be heard shall be given. The hearing shall be before the Village Council, who shall decide the matters properly before it. Any party aggrieved by the levy of a special assessment shall have the right to appeal such levy within thirty days to the Circuit Court of Montgomery County in accordance with the Maryland Rules. Further appeals may be taken to the Court of Special Appeals and the Court of Appeals in the manner prescribed by the Maryland Rules.

(c) Any assessment shall be payable in not more than ten annual installments, as nearly equal as may be practicable. The first installment shall become due and payable the first day of July next succeeding the adoption of the assessment resolution. Each installment shall be collected as County taxes are collected, and shall be subject to interest from the first of the following September until paid at the rate specified for taxes in the Maryland Code. Each installment of the assessment shall become a lien against the abutting Property, and any installment not paid by the first day of January following its becoming due, shall be subject to the same penalties and shall be collected in the same manner as provided for the collection of unpaid County taxes. All money received by the County pursuant to this section shall be paid over to the Village Treasurer.

#### Section 7.04. Borrowing Authority.

For the purpose of implementing any and all powers, duties and responsibilities with which the Village Council is charged and empowered, the Village Council is authorized and empowered to borrow money and otherwise contract indebtedness and obligate the Village in amounts not exceeding, in the aggregate at any time, ten per cent of the assessed valuation of all Property within the Village.

#### Section 7.05. Audit.

The financial books and accounts of the Village shall be audited annually in a manner determined by the Village Council, but not contrary to the applicable laws of the State.

## **ARTICLE VIII Village Administration**

#### Section 8.01. Village Manager.

A Village Manager may be employed by the Village, whose duties, responsibilities, and compensation shall be determined by the Village Council.

Section 8.02. Employment Authority.

The Village Council shall have the power to employ such employees as it deems necessary to execute the powers and duties provided in this Charter or by State law to operate the Village government.

Section 8.03. Employment Prohibitions.

No employee in the service of the Village shall continue in such position after election to the Village Council.

**ARTICLE IX  
Annual Meeting and Elections**

Section 9.01. Annual Meeting.

The Village Council shall conduct an Annual Meeting of the residents of the Village on the date set for the Village Council elections pursuant to the provisions of Section 9.02 below. The Annual Meeting shall be scheduled to follow the balloting for Village Council elections. The Village Council shall give at least two weeks' Written Notice of the time and place of the Annual Meeting and the Village Council elections. Such notice shall include the following:

- (i) A list of candidates for election to the Village Council as required in Section 9.03(c);
- (ii) A proposed budget for the following fiscal year, including estimated expenditures and estimated receipts, which budget shall have been approved by the Village Council at the last Village Council meeting preceding the Annual Meeting; and
- (iii) Notice of the proposed tax rate to be levied by the Village on the owners of Property in the Village for the following fiscal year.

The Village tax rate shall be approved by a majority vote of the Qualified Voters attending the Annual Meeting.

Section 9.02. Village Council Elections.

(a) Elections of Village Council members shall be held on the first Tuesday of May each year. Two members of the Village Council shall be elected on the first Tuesday of May during odd-numbered years and three members shall be elected on the first Tuesday of May during even-numbered years. Notwithstanding the foregoing, if determined by the Village Council to be appropriate to facilitate or encourage voter participation, the Village Council may, in its discretion, postpone the Village Council elections for not more than thirty-one days. Any postponement of Village elections must be made by resolution adopted by the Village Council

following Written Notice thereof. Following adoption of such a resolution, the Village Council shall give Written Notice of the new date for Village elections in accordance with Section 9.01.

(b) If during the preceding year, a vacancy on the Village Council with a remaining term exceeding one year has been filled by appointment pursuant to Section 5.08, a Qualified Voter shall be elected to fill the final year of said term at the next annual Village election.

#### Section 9.03. Election Procedures.

(a) The Village Council shall, on or before March 1, of each year, appoint a Nominating Committee of not less than three persons who are Qualified Voters and shall designate a chairman of such Nominating Committee.

(b) The Nominating Committee shall seek nominations by Written Notice to all Qualified Voters. Not less than forty-five days prior to the Annual Meeting, any Qualified Voter may submit in writing his or her name along with a summary of his or her relevant background, or that of any other Qualified Voter who has given consent, to the Nominating Committee.

(c) The Nominating Committee shall publish a list of all of the candidates along with a summary of each candidate's background in the Village Newsletter not less than two weeks prior to the Annual Meeting and Village election.

(d) Notwithstanding the foregoing, any individual who qualifies under Sections 5.01 and 5.02 may also declare his or her own candidacy or nominate any other Qualified Voter, who has given consent, by submitting the nomination in writing to a member of the Nominating Committee no later than one week prior to the time and date set for the Village election.

(e) If fewer candidates are nominated and elected than the number of positions to be filled, the Village Council, following the election, shall exercise its authority under Section 5.08 to fill the vacancy or vacancies.

(f) Each Qualified Voter may cast a written, secret ballot on the day of the election during the time designated by the Village Council for voting. Qualified Voters unable to vote in person, for any reason, may vote by absentee ballot. The Village Council shall prescribe rules for absentee voting, which rules shall provide for a minimum of five calendar days prior to the Village election for the casting of absentee ballots.

(g) If two or more candidates receive the same number of votes, where only one can be elected, there shall be a run-off election by a written, secret ballot of Qualified Voters present at the Annual Meeting. The run-off candidate receiving the highest number of votes shall be elected. The voting shall continue until a tie-breaking vote is attained.

(h) Those persons elected to the Village Council shall take office at the conclusion of the Annual Meeting. The terms of former Village Council members shall expire simultaneously with the investiture of the new Village Council members.

(i) The Village Council is authorized to pass such other ordinances governing elections as it deems necessary, not inconsistent with this section or applicable law.

## **ARTICLE X**

### **General Provisions**

#### Section 10.01. Transition From Special Taxing District.

(a) The election called to approve this Charter shall also provide for the election of a new Village Council which shall take office only if and when this Charter becomes effective. The five members of the new Village Council shall serve one or two-year terms, in addition to terms comprised of the period from the effective date of this Charter to the first Annual Meeting hereunder, to ensure yearly elections of some members as provided by Section 9.02. They shall determine, by lots, three members to serve two-year terms and two members to serve one-year terms. The five members of the Village Council holding office pursuant to the provisions of Chapter 117 of the Acts of 1924 of the General Assembly of the State of Maryland, as amended, shall continue to hold office until this Charter becomes effective and the new Village Council takes office under the provisions of this Charter.

(b) All funds, records, correspondence, documents, and property of the former Village Council are hereby transferred to the Village Council established herein.

(c) All valid actions of the former Village Council which are not inconsistent with the provisions of this Charter shall be and are hereby declared to remain in full force and effect, unless and until properly modified or rescinded in accordance with the provisions of this Charter.

(d) All arrangements for services provided to the Village by the County or the State shall remain in full force and effect, unless and until properly modified or rescinded in accordance with the provisions of this Charter.

(e) Nothing contained in this Charter shall act to discharge, impair, or release any contract, obligation, duty, liability, or penalty existing at the time this Charter becomes effective.

(f) Upon the adoption of this Charter and the incorporation of the Village, the regulations of the former Special Taxing District not inconsistent with this Charter shall continue in full force and effect as ordinances of the incorporated Village until the adoption of superseding ordinances by the Village Council.

#### Section 10.02. Amendment.

This Charter may be amended from time to time, but only in the manner provided in Article 23A of the Maryland Code [Annotated Code of Maryland].

Section 10.03. Savings Clause.

If any clause, sentence or paragraph of this Charter, or any part thereof, shall for any reason be adjudged invalid by any court of competent jurisdiction, such judgment shall not impair, invalidate, or otherwise affect the remainder of this Charter, but shall be confined in its operation to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment is rendered.