EXPEDITED
MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION
STAFF REPORT

Address: 8313 Tomlinson Avenue, Bethesda  
Meeting Date: 3/14/2018

Resource: Master Plan Site #35/18  
Report Date: 3/7/2018  
(John and Roberta Lynch House)

Public Notice: 2/28/2018

Applicant: Glen and Nicole Weston  
Tax Credit: No

Review: HAWP  
Staff: Michael Kyne

Case Number: 35/18-18A

PROPOSAL: Fence installation

STAFF RECOMMENDATION:

☑ Approve
☐ Approve with conditions

ARCHITECTURAL DESCRIPTION

SIGNIFICANCE: Master Plan Site
DATE: c. 1887
STYLE: Folk Victorian

PROPOSAL:

The applicants propose to install a 4' tall wooden picket fence at the rear of the subject property. The proposed fence will be 10' x 15' and will enclose a garden in the rear yard.

APPLICABLE GUIDELINES:

Policy On Use of Expedited Staff Reports for Simple HAWP Cases

IV. The Expedited Staff Report format may be used on the following type of cases:

10. Construction of fences that are compatible with historic site or district in terms of material, height, location, and design. Requests for fences higher than 48” to be located in the front yard of a property will not be reviewed using an Expedited Staff Report.

Montgomery County Code; Chapter 24A-8

(a) The commission shall instruct the director to deny a permit if it finds, based on the evidence and information presented to or before the commission that the alteration for which the permit is sought would be inappropriate, inconsistent with or detrimental to the preservation, enhancement or ultimate protection of the historic site or historic resource within an historic district, and to the purposes of this chapter.
(b) The commission shall instruct the director to issue a permit, or issue a permit subject to such conditions as are found to be necessary to insure conformity with the purposes and requirements of this chapter, if it finds that:

(1) The proposal will not substantially alter the exterior features of an historic site or historic resource within an historic district; or

(2) The proposal is compatible in character and nature with the historical, archeological, architectural or cultural features of the historic site or the historic district in which an historic resource is located and would not be detrimental thereto or to the achievement of the purposes of this chapter; or

(3) The proposal would enhance or aid in the protection, preservation and public or private utilization of the historic site or historic resource located within an historic district in a manner compatible with the historical, archeological, architectural or cultural value of the historic site or historic district in which an historic resource is located; or

(4) The proposal is necessary in order that unsafe conditions or health hazards be remedied; or

(5) The proposal is necessary in order that the owner of the subject property not be deprived of reasonable use of the property or suffer undue hardship; or

(6) In balancing the interests of the public in preserving the historic site or historic resource located within an historic district, with the interests of the public from the use and benefit of the alternative proposal, the general public welfare is better served by granting the permit.

(c) It is not the intent of this chapter to limit new construction, alteration or repairs to any 1 period or architectural style.

(d) In the case of an application for work on an historic resource located within an historic district, the commission shall be lenient in its judgment of plans for structures of little historical or design significance or for plans involving new construction, unless such plans would seriously impair the historic or architectural value of surrounding historic resources or would impair the character of the historic district. (Ord. No. 9-4, § 1; Ord. No. 11-59.)

STAFF RECOMMENDATION:

Staff recommends that the Commission approve the HAWP application under the Criteria for Issuance in Chapter 24A-8(b), (1), (2) & (d) having found that the proposal will not substantially alter the exterior features of the historic resource and is compatible in character with the purposes of Chapter 24A;

and with the Secretary of the Interior’s Standards for Rehabilitation;

and with the general condition that the applicant shall present the 3 permit sets of drawings, if applicable, to Historic Preservation Commission (HPC) staff for review and stamping prior to submission for the Montgomery County Department of Permitting Services (DPS) building permits;

and with the general condition that the applicant shall notify the Historic Preservation Staff if they propose to make any alterations to the approved plans;

and with the general condition that final project design details, not specifically delineated by the Commission, shall be approved by HPC staff or brought back to the Commission as a revised HAWP application at staff’s discretion.

Once the work is completed the applicant will contact the staff person assigned to this application at 301-563-3400 or michael.kyne@montgomeryplanning.org to schedule a follow-up site visit.
APPLICATION FOR
HISTORIC AREA WORK PERMIT

Contact Email: yvettejoice@gmail.com Contact Person: Yvette Giuliano
Daytime Phone No.: 301-728-7123

Tax Account No.: ____________________________
Named of Property Owner: FLOYD HAYNES
Daytime Phone No.: 301-910-6132
Address: 8313 TOMLINSON AVE, BETHESDA, MD 20817
Street Number: 8313 City: Bethesda State: MD Zip Code: 20817
Contractor: Builders Fence Company Phone No.: 703-820-0967
Contractor Registration No.: ____________________________
Agent for Owner: Scott Rudeke Daytime Phone No.: 301-252-1634

LOCATION OF BUILDING/PREMISE

House Number: 8313 Street: TOMLINSON AVENUE
Town/City: BETHESDA Nearest Cross Street: Persimmon Tree Road
Lot: 4 Block: U Subdivision: Carderock Springs 142
Unit: 1068 Foul: 115 Parent: __________

PART ONE: TYPE OF PERMIT ACTION AND USE

1A. CHECK ALL APPLICABLE: [ ] Construct [ ] Extend
[ ] Alter/Remodel [ ] A/C [ ] Slab
[ ] Move [ ] Install [ ] Wreck/Tear [ ] Solar [ ] Fireplace
[ ] Remove [ ] Repair [ ] Reversible [ ] Fence/Wall (complete Section 4)
[ ] Other: ______________

1B. Construction cost estimate: $ 1280

1C. If this is a revision of a previously approved active permit, see Permit # __________

PART TWO: COMPLETE FOR NEW CONSTRUCTION AND EXTENSIONS/ADDITIONS

2A. Type of sewage disposal: [ ] WSSC [ ] Septic
[ ] Other: ______________

2B. Type of water supply: [ ] WSSC [ ] Well [ ] Other: ______________

PART THREE: COMPLETE ONLY FOR FENCE/RETAINING WALL

3A. Height: 4 feet 0 inches

3B. Indicate whether the fence or retaining wall is to be constructed on one of the following locations:
[ ] In party line/property line [ ] Entirely on land of owner
[ ] On public right of way/assessment

I hereby certify that I have the authority to make the foregoing application, that the application is correct, and that the construction will comply with plans approved by all agencies listed and I hereby acknowledge and accept this to be a condition for the issuance of this permit.

Signature: ____________________________ Date: 2-12-18

Approved: ____________________________ For Chairperson, Historic Preservation Commission
Disapproved: ____________________________ Date: ____________________________

Applications/Permit No.: ____________________________ Date Filed: ____________________________ Date Issued: ____________________________

SEE REVERSE SIDE FOR INSTRUCTIONS
THE FOLLOWING ITEMS MUST BE COMPLETED AND THE REQUIRED DOCUMENTS MUST ACCOMPANY THIS APPLICATION.

1. WRITTEN DESCRIPTION OF PROJECT
   a. Description of existing structure(s) and environmental setting, including their historical features and significance:
      **This area of the property is open. This area is just unused grassy area of the property**

   b. General description of project and its effect on the historic resource(s), the environmental setting, and, where applicable, the historic district:
      **Install 50' of 4' high dog ear picket fence with one matching cedar gate on all 4 x 4 posts with black caps and set in dry packed cement blocks. It will match recently constructed fence at the back of property.**

2. SITE PLAN
   Site and environmental setting, drawn to scale. You may use your plat. Your site plan must include:
   a. The scale, north arrow, and date;
   b. Dimensions of all existing and proposed structures; and
   c. Site features such as walkways, driveways, fences, ponds, streams, trash dumpsters, mechanical equipment, and landscaping.

3. PLANS AND ELEVATIONS
   You must submit 2 copies of plans and elevations in a format no larger than 11" x 17". Plans on 8 1/2" x 11" paper are preferred.
   a. Schematic construction plans, with marked dimensions, indicating location, size and general type of walls, window and door openings, and other fixed features of both the existing resources(s) and the proposed work.
   b. Elevations (facades), with marked dimensions, clearly indicating proposed work in relation to existing construction and, when appropriate, context. All materials and fixtures proposed for the exterior must be noted on the elevations drawings. An existing and a proposed elevation drawing of each facade affected by the proposed work is required.

4. MATERIAL SPECIFICATIONS
   General description of materials and manufactured items proposed for incorporation in the work of the project. This information may be included on your design drawings.

5. PHOTOGRAPHS
   a. Clearly labeled photographic prints of each façade of existing resource, including details of the affected portions. All labels should be placed on the front of photographs.
   b. Clearly label photographic prints of the resource as viewed from the public right-of-way and of the adjoining properties. All labels should be placed on the front of photographs.

6. TREE SURVEY
   If you are proposing construction adjacent to or within the dripline of any tree 6" or larger in diameter (at approximately 4 feet above the ground), you must file an accurate tree survey identifying the size, location, and species of each tree of at least that dimension.

7. ADDRESSES OF ADJACENT AND CONFRONTING PROPERTY OWNERS
   For ALL projects, provide an accurate list of adjacent and confronting property owners (not tenants), including names, addresses, and zip codes. This list should include the owners of all lots or parcels which adjoin the parcel in question, as well as the owner(s) of lot(s) or parcel(s) which lie directly across the street/river from the parcel in question.

PLEASE PRINT IN BLUE OR BLACK INK OR TYPE THIS INFORMATION ON THE FOLLOWING PAGE.
PLEASE STAY WITHIN THE GUIDES OF THE TEMPLATE, AS THIS WILL BE PHOTOCOPIED DIRECTLY ONTO MAILING LABELS.
Treasurer, owners of the property shown and described herein, hereby adopt this plan of subdivision, establish the minimum building restriction lines, unless otherwise shown, dedicate the street to public use, establish a 10-foot wide public utilities easement shown as 10FT EARC and recorded in Liber 2595 at Folio 487, establish slope easements 20 feet wide along all streets as required by Montgomery County Ordinance 94-161. Slope easements granted thereafter shall be terminated after all required public improvements abutting said easements have been lawfully completed and have been accepted for maintenance by Montgomery County, Maryland.

There is no suit of action, lease, lien or trust on the property included in this plan of subdivision, except a certain note and deed of trust and the parties in interest hereto have herein indicated their assent to this plan.

Date: October 12, 1985
Sandy Spring Builders Inc.

Audrey R. Loewendahl
Secretary-Treasurer

Richard M. Loewendahl
President

We hereby consent to this plan of subdivision.

J. W. Johnson Trust Company

Witness:

Charles R. Johnson

Witness:

Thomas H. Scott

Witness:

Mike Johnson

Robert A. Jordan

Witness:

James R. Miller

We hereby certify that the plan shown herein is correct; that it is a subdivision of all of the land conveyed by Charles W. Johnson to Sandy Spring Builders, Inc. by deed dated October 23, 1985 and recorded in Liber 2595 at Folio 487 among the Land Records of Montgomery County, Maryland. Iron pipes marked thus —— will be set where indicated.

The total area of this plan is 49,314 square feet or 1.12 acres of land of which 992 square feet or 0.022 acres are dedicated to public use.

Date: December 17, 1985

Donna E. Loewendahl

County Health Officer

SURVEYOR'S CERTIFICATE

The approval of this plat is predicated on the availability of public water and sewer prior to construction of homes.

Date: December 17, 1985

Donald Al Taylor

CARDEROCK SPRINGS
7TH ELECTION DISTRICT

MONTGOMERY COUNTY, MARYLAND

Lots: 1-7

Date: October 1985

HANSON & DEN OALER LTD.
Date: 1-27-18     Job Number:    County: MOCO
Name: Floyd Haynes  
Address: 5313 Tomlinson Ave.
City: Bethesda    State: MD    Zip: 20817
Job Site Address:    
Home Phone: 301-728-7123    Work Phone: 

Project Description (Goods and Services Sold):

yvettejoie@gmail.com

Fence Project: Garden Fence.
Install 50' of 4' high PTP dog ear picket fence with one matching cedar gate on all 4x4 posts with black caps and set in dry packed cement footers.

Total: $1280.

Job Notes:

All Angie's List and Web Site Discounts are included in price

Total Contract Price: $1280

Deposit: $640
Due Upon Substantial Completion: $640
Estimated Start Date: 3-4 Weeks
Estimated Completion Date: 1-2 Days

The proposed dates are contingent upon obtaining proper financing, permits, and/or a contractor beyond Builder's control.

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Customer agrees to pay the Total Price for such materials and labor, pursuant to the Payment Terms provided at left. All materials are to be 8/2 pressure treated southern yellow pine unless otherwise stated. Interest at the rate of 2% per month will accrue on all past due accounts. Builder's Fence Company will not accept out of state checks.

BUYERS RIGHT TO CANCEL: if this agreement was solicited at a residence and you do not want the goods or services, you the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction, see Notice of Cancellation for an explanation of this right.

Accept: The construction proposal contained herein, including the specified price, payment terms, construction specifications, and other terms and conditions on the reverse side of this contract, is hereby ACCEPTED.

Builders Fence Company

Authorised Representatives (Signature)

Buyer(s)

Authorized Representatives Printed Name

Scott Benjamin Ruste, Sr.

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JOB SKETCH

Yvette Guliano
Dulles, VA

50' 4' high PT 1X4 PICKET - STRAIGHT TOP Fencing

15'
10'
4' Gate

Mr Floyd Haynes
8313 Tomlinson Ave
Bethesda, MD 20817
1. Agreement. This Contract constitutes the entire agreement between Builders Fence Company ("Contractor") and Customer and supersedes all prior discussions, proposals or agreements and by
between the parties. Modifications to the terms of this Contract shall only be enforceable if in writing, signed by both parties. Changes to the Construction Specifications and/or price after execution of this Contract shall require a written change order signed by both parties, except as expressly provided for herein. Customer represents and warrants that he/she/its are the owners of the real
property identified on the front page of this Contract, upon which the Project shall be constructed, and that they are authorized to enter into this Contract for the improvements described herein.

2. Cancellation. Either party may cancel this Contract without charge or obligation within seventy-two (72) hours after execution (the "Cancellation Period") and all amounts paid by Contractor to Customer shall be promptly refunded. No work on the project will begin until after the expiration of the Cancellation Period. If Customer cancels this Contract after the expiration of the Cancellation Period but before construction begins, Customer shall pay to Contractor a cancellation fee equal to thirty percent (30%) of the deposit amount plus all costs incurred by Contractor prior to Contractor receiving written
notice of cancellation from Customer. The cancellation fee shall be deducted from the deposit. The difference between the cancellation fee and the deposit shall be paid by Customer to Contractor, or the balance of the deposit, if any, shall be returned to Customer, within fourteen (14) days of cancellation. Once work on the Project has begun, this Contract may not be cancelled, and Customer shall be responsible for the Total Price, even if Customer elects not to have the Project completed. The amounts to be paid or retained by Contractor under this Section shall be deemed Liquidated damages, to compensate Contractor for the expenses, last minute and other amounts incurred, and not as a penalty or forfeiture.

3. Site Access, Condition and Restoration. Contractor shall provide Contractor with adequate access to the Project site and all utilities needed to complete the Project. Contractor shall be responsible for clearing the entire Project site (including, without limitation, both sides of the proposed fence line, if applicable) of all materials, brush, debris and trees used to hold back the soil prior to the Estimated Start Date. The Total Price does not include any clearing and any such work shall be billed and paid by Customer at the rate of One Hundred Dollars ($100.00) per hour. The Total Price assumes that no rock, boulder or other materials shall be encountered and that the soils will be of sufficient quality to allow for normal installation processes to be utilized. Contractor shall be responsible for all additional labor, materials and equipment required to remove any rock, boulders or other obstructions or to provide such additional foundations for the Project as may be required due to soil conditions. All ditch and other excavated materials shall remain on the Project site and Contractor shall be responsible for removing such materials unless otherwise specified herein. Contractor assumes no responsibility for damage to any yard features or landscaping that is moved, disturbed or destroyed during the course of construction. Contractor shall have no obligation to repair or replace yard features, or to reseed or plant the lawn. Customer shall be responsible for facilitating any access located at the bottom of the fence close to variations in grade.

4. Fence Location and Property Boundaries. Customer bears sole responsibility for the location of the fence. Contractor is not responsible for determining property lines, boundaries, set-backs or easements and is not responsible for any costs associated with removing or replacing any fence that is deemed to be built outside of the property boundaries.

5. Project Completion and Acceptance. The Project shall be deemed completed upon the Contractor's delivery of a Completion and Acceptance Notice which is attached to the Invoice. The Project shall be deemed completed by Contractor and accepted by Customer, unless, within five (5) days after delivery of Completion and Acceptance Notice, Customer notifies Contractor in writing of its non-acceptance and the reasons for such non-acceptance. 

6. Permits and Approvals. Customer shall be responsible for applying for and obtaining any and all required county or other local government permits, approvals and inspections, Home Owners Association approvals, copies of plats, and signed documents required for permits and other applications, except for any permits, approvals and inspections that are required by law to be requested by or in the name of Contractor or as otherwise specified provided for herein.

7. Location of Utilities. Contractor shall be responsible for contacting Utility (s) to identify all participating public underground utilities. Customer shall be responsible for removing all non-participating public utility and all private underground utilities and systems, such as plumbing (including septic systems and lines), gas lines, cable lines, sprinkler systems, lines and conduits and wiring. Contractor shall not be responsible for any damage to or the cost of repairing utilities or systems that are not properly marked or identified, and Contractor shall indemnify and hold Contractor harmless for and from any such costs or damages incurred by Contractor or any third-party as a result of such improper marking or identification.

8. Delays. The Estimated Completion Date represents Contractor's best estimate of the time it will take to complete the Project absent any weather delays, interruptions in labor or material supplies, Acts of God, differing site conditions, payment or other defaults by Customer or other unforeseen circumstances. Accordingly, Contractor does not guarantee that the Project will be completed by the Estimated Completion Date, and Contractor shall not be responsible for any delays in completing the Project. In addition, the Total Price assumes and is based upon the uninhibited construction of the Project. In the event Project is delayed due to the actions, failure to act or defaults of Customer, Customer shall pay to Contractor all additional costs incurred as a result of such delays, including, without limitation, a late fee of $1500 per additional day required to complete the Project.

9. Insurance. Contractor shall carry fire, windstorm and other necessary insurance for the property upon which the Project is to be constructed. Contractor will carry workers' compensation and liability insurance.

10. Warranty. Contractor will provide labor at no cost to the original owner (or replacement of materials considered defective by the manufacturer under the terms and conditions of the manufacturer's limited warranty for the period of one (1) year. Contractor's obligation is limited to replacing or repairing the defective materials at no cost, including the cost of labor. Customer shall be responsible for all labor and material charges associated with the repair or replacement of the defective materials. Contractor warranties any workmanship engaged by Contractor on this Project for a period of one (1) year. The warranty period shall begin from the completion date of the Project, and the warranty shall be non-transferrable. Contractor's obligations under this warranty shall extend to the original owner of the property and any subsequent owners, and any repairs or replacements made by Contractor shall be under the terms and conditions of this warranty. Contractor's obligations under this warranty shall extend to the original owner of the property and any subsequent owners, and any repairs or replacements made by Contractor shall be under the terms and conditions of this warranty. Contractor shall not be liable for any defect or damage caused by Customer or any third party, including, without limitation, any accidental or consequential damages, regardless of the theory of liability. Under no circumstances shall Contractor's liability hereunder exceed the maximum of (a) the amount of money actually paid by Customer to Contractor, or (b) One Dollar ($1.00).

11. Remedies and Limitation of Liability. If any of Contractor's warranties is defective and Customer provides Contractor with written notice of such defect during the Warranty Period and all other conditions for warranty coverage have been satisfied, Contractor shall repair the Project, which shall be Customer's sole and exclusive remedy, in the event the defect is due to Contractor's workmanship, but rather due to the failure of the Project materials, it shall be Customer's obligation to secure replacement materials and to pursue all material warranty rights, if any, with the material manufacturer(s). In the event of warranty repair, the Warranty Period shall not be extended. Contractor's obligations under this warranty shall be limited to the replacement of defective materials with new materials of like kind, quality, and function, and shall be in accordance with industry standards. Customer shall not be entitled to, and Contractor is not liable for, any consequential damages, incidental expenses, inconvenience, lost profits, or any other indirect or special damages, whether or not related to this Project and its construction.

12. Customer Defaults. If, for any reason, Customer fails or refuses to pay the Total Price, or any portion thereof, pursuant to the Payment Terms provided herein to or perform any of Customer's obligations hereunder, Customer shall be in default. In such case, Contractor shall be entitled to any other funds remaining under the terms of this Contract, and shall be entitled to retain all funds paid to it through the date of such default and the immediate payment in full of the balance of the Total Price. All amounts used is the construction of the Project shall belong to Contractor until customer makes full payment in full of the Total Price. If Customer defaults upon its payment, or other obligations, Contractor shall have the right to file a mechanic lien for the total amount due, and Contractor shall be entitled (a) to retain all materials from Customer's property, in addition to exercising all of its other rights under this Contract and applicable state law, and (b) to recover from Customer all costs, fees and expenses (including all legal fees and costs) incurred by it, whether or not litigation is commenced.

13. Applicable Law; Disputes. This Contract and the rights and obligations of the parties hereunder shall be governed and resolved exclusively by the laws of the Commonwealth of Virginia. Any and all disputes arising out of or in any way related to this Contract or to enforce any right hereunder shall be before the General District and Circuit Courts of Loudoun County, Virginia, to which jurisdiction the parties hereby consent.

14. Severability. If any of the parties' positions is deemed to vest a court of competent jurisdiction to determine that any portion or provision of any provision contained in this Contract is unenforceable, invalid or void, that the balance of the Contract or affected provision, as applicable, be enforced to the fullest extent possible consistent with the principles intended as expressed herein.
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<tr>
<th>Owner's mailing address</th>
<th>Owner's Agent's mailing address</th>
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<td>Floyd Haynes</td>
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<td>Adjacent and confronting Property Owners mailing addresses</td>
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<td>Stefanie Klein</td>
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