

EXPEDITED
MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION
STAFF REPORT

Address:	10109 Grant Avenue, Silver Spring	Meeting Date:	5/27/2020
Resource:	1870 - 1916 Resource Capitol View Park Historic District	Report Date:	5/20/2020
Applicant:	Dory Holbe	Public Notice:	5/13/2020
Review:	HAWP	Tax Credit:	No
Case Number:	31/07-20D	Staff:	Dan Bruechert
PROPOSAL:	Fence installation		

STAFF RECOMMENDATION:

- ☒ Approve
☐ Approve with conditions

ARCHITECTURAL DESCRIPTION:

SIGNIFICANCE: 1870 - 1916 Resource to the Capitol View Park Historic District
STYLE: Queen Anne/Colonial Revival
DATE: 1893



Fig. 1: 10109 Grant Avenue has a two-car detached garage.

PROPOSAL

The applicant proposes to enclose the back yard of the property by installing 83' (eighty-three linear feet) of 6' (six-foot) high and 92' (ninety-two linear feet) of 4' (four foot) high wood picket fence. This fencing will replace some existing chain link fence. Staff finds that this proposal will not significantly impact the character of the property or the surrounding district and is compatible with the general fence guidance, and recommends approval of this HAWP.

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:

2. Modifications to a property, which do not significantly alter its visual character.
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

- (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 ensure 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
- (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.*)

Secretary of Interior's Standards for Rehabilitation

The Secretary of the Interior defines rehabilitation as "the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features, which convey its historical, cultural, or architectural values." The relevant *Standards* are as follows:

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

STAFF RECOMMENDATION:

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



FOR STAFF ONLY:
HAWP# 910104
DATE ASSIGNED _____

**APPLICATION FOR
HISTORIC AREA WORK PERMIT**
HISTORIC PRESERVATION COMMISSION
301.563.3400

APPLICANT:

Name: Dory Halbe
Address: 10109 Grant Ave.
Daytime Phone: 408-391-4369

E-mail: thehalbehouse@gmail.com
City: Silver Spring Zip: 20910
Tax Account No.: _____

AGENT/CONTACT (if applicable):

Name: _____
Address: _____
Daytime Phone: _____

E-mail: _____
City: _____ Zip: _____
Contractor Registration No.: _____

LOCATION OF BUILDING/PREMISE: MIHP # of Historic Property N/A

Is the Property Located within an Historic District? Yes/District Name Capitol View
No/Individual Site Name _____

Is there an Historic Preservation/Land Trust/Environmental Easement on the Property? If YES, include a map of the easement, and documentation from the Easement Holder supporting this application.

Are other Planning and/or Hearing Examiner Approvals /Reviews Required as part of this Application? (Conditional Use, Variance, Record Plat, etc.?) If YES, include information on these reviews as supplemental information.

Building Number: 10109 Street: Grant Ave
Town/City: Silver Spring Nearest Cross Street: Capitol View Ave.
Lot: 6,7,8 Block: 25 Subdivision: _____ Parcel: _____

TYPE OF WORK PROPOSED: See the checklist on Page 4 to verify that all supporting items for proposed work are submitted with this application. Incomplete Applications will not be accepted for review. Check all that apply:

- | | | |
|---|--|--|
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Deck/Porch | <input type="checkbox"/> Shed/Garage/Accessory Structure |
| <input type="checkbox"/> Addition | <input checked="" type="checkbox"/> Fence | <input type="checkbox"/> Solar |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Hardscape/Landscape | <input type="checkbox"/> Tree removal/planting |
| <input type="checkbox"/> Grading/Excavation | <input type="checkbox"/> Roof | <input type="checkbox"/> Window/Door |
| | | <input type="checkbox"/> Other: _____ |

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

Dorothy Halbe

5/5/2020

Signature of owner or authorized agent

Date

Description of Property: Please describe the building and surrounding environment. Include information on significant structures, landscape features, or other significant features of the property:

House and fruit trees with grass yard. There is a Parking Space to the left of the house that the fence will go around and a Guest house. On both outsides of the property there is currently a chain link fence.

Description of Work Proposed: Please give an overview of the work to be undertaken:

Wood Picket Fence to the Right side and to the rear of the property. 4 feet High in the front. Up to 6 feet in the back.

Set back and surrounding a portion of the driveway. 3 gates will be attached. All swing gates. at 4 feet high. One of the gates will be larger in the front to allow for a lawnmower.

Work Item 1: Fence on property

Description of Current Condition: Just grass and house.

Proposed Work: Fence 4 feet picket in the front and up to 6 feet in the rear of the property.

Work Item 2: _____

Description of Current Condition:

Proposed Work:

Work Item 3: _____

Description of Current Condition:

Proposed Work:

HISTORIC AREA WORK PERMIT CHECKLIST OF APPLICATION REQUIREMENTS

	Required Attachments						
Proposed Work	I. Written Description	2. Site Plan	3. Plans/ Elevations	4. Material Specifications	5. Photographs	6. Tree Survey	7. Property Owner Addresses
New Construction	*	*	*	*	*	*	*
Additions/ Alterations	*	*	*	*	*	*	*
Demolition	*	*	*		*		*
Deck/Porch	*	*	*	*	*	*	*
Fence/Wall	*	*	*	*	*	*	*
Driveway/ Parking Area	*	*		*	*	*	*
Grading/Excavation/ Landscaping	*	*		*	*	*	*
Tree Removal	*	*		*	*	*	*
Siding/ Roof Changes	*	*	*	*	*		*
Window/ Door Changes	*	*	*	*	*		*
Masonry Repair/ Repoint	*	*	*	*	*		*
Signs	*	*	*	*	*		*



301-972-8400



Over 25 years of Quality Service
 PO Box 74, Poolesville, MD 20837 (mailing)
 Fully Licensed and Insured MHIC# 50609
 website: www.capitalfence.net
 Email: mike@capitalfence.net

	Date: 5/31/19
Proposal and Contract Submitted to:	Home phone:
Contractee Name: Dory Halbe	Work phone:
Address: 10109 Grant Ave.	Cell phone: 408-391-4369
City/St/Zip: Silver Spring Md 20910	Fax number:
Salesman: Mike Trail	Email: halbe.dory@gmail.com

We hereby submit specifications and estimates for the following:

Capital Fence will Furnish and install 83' of 6' high and 92' of 4' high Space Picket fencing with Cap Board. All boards will be 1x4 Western Red Cedar. Runners will be 2x4 Pressure Treated Pine attached with Teco clips. Posts will be 4x4 MCA Pressure Treated Pine with black vinyl post caps set 30-36" in ground, dry packed with sand, gravel and cement.

Gates: We will furnish and install one 6'h x 4' wide (at back) Cedar Picket single gate and one 4'h x 3' wide, one 4'h x 4' wide and one 4'h x 5' wide (right side) Cedar Space Picket Gates. Gate posts will be 6x6 MCA Pressure Treated Pine with black vinyl post caps set 30-36" in ground, dry packed with sand, gravel and cement. Includes all necessary hardware.

OPTION: Switch 4' h picket from "with cap bd" to with Colonial Cut: Same cost.

Note: Fence is to follow grade. NOTE: Customer will need to have fence path line cleared of any brush or debris prior to installation.

All fence workmanship is guaranteed for THREE years, gates for one year. Our crews do excellent work!

Capital will clear & haul existing fence? No

ESTIMATE INCLUDES DISCOUNT

This estimate is based on Check/Cash Transaction. If using Credit Card, an additional fee of 3% would apply.

If needed, please have fence line clear of any brush/debris prior to installation.

More materials other than amount contracted for will be debited at the current rate.	Total Contract Rate	5275.00
	1/3 Deposit Due With Order	1425.00
	1/3 due at beginning of Initial Installation	1425.00
	Due on Day of Substantial Completion	1425.00

Capital Fence is not responsible for unmarked underground pipes, lines, sprinklers, etc....

Customer is to show foreman fence and gate(s) placement and give 2nd payment day of initial installation.

Survey stakes are in? Yes ☐ No ☐ If unsure of property boundaries survey is recommended.

Capital Fence will obtain county permit? Yes ☐ No ☐

If yes, add \$100.00 to initial deposit amount. Customer is to provide house location survey for permit. Customer is responsible for fence placement and property lines.

The Estimated date of commencement of the work is 3-4 weeks after signed Contract, local permit, HOA (if required) and deposit are received. **This is all weather permitting.**

ACCEPTANCE OF PROPOSAL AND CONTRACT

The above prices, specifications and conditions are satisfactory and hereby accepted. I have read, understand, and except the Terms and Conditions as presented on page 3 of this PROPOSAL AND CONTRACT. **Prices are good for 30 days.**

Contractee's Signature

Michael Trail

Date

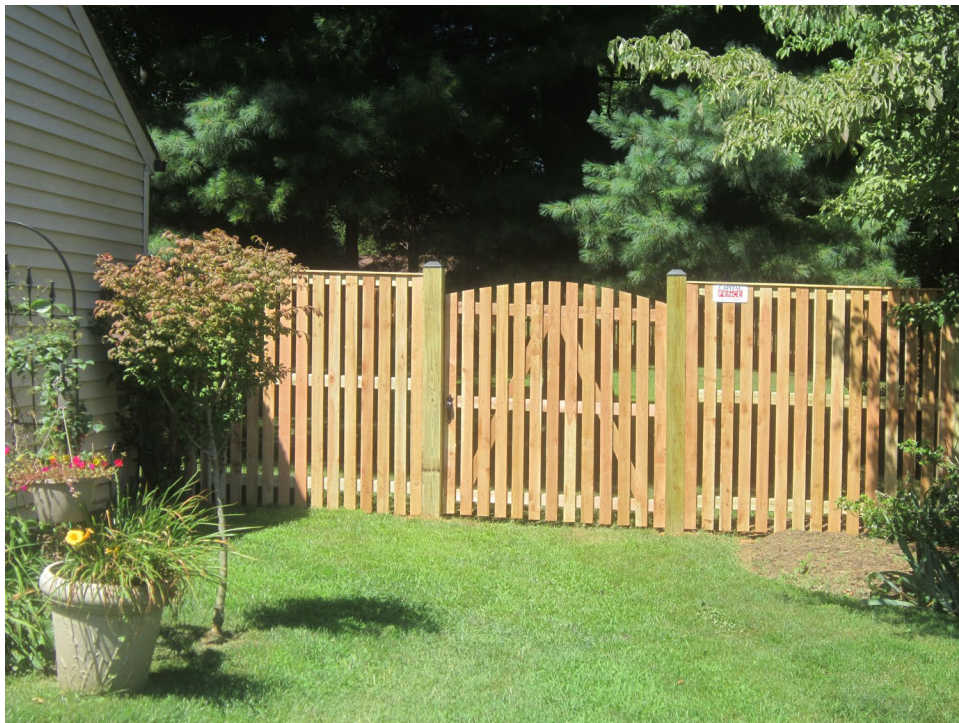
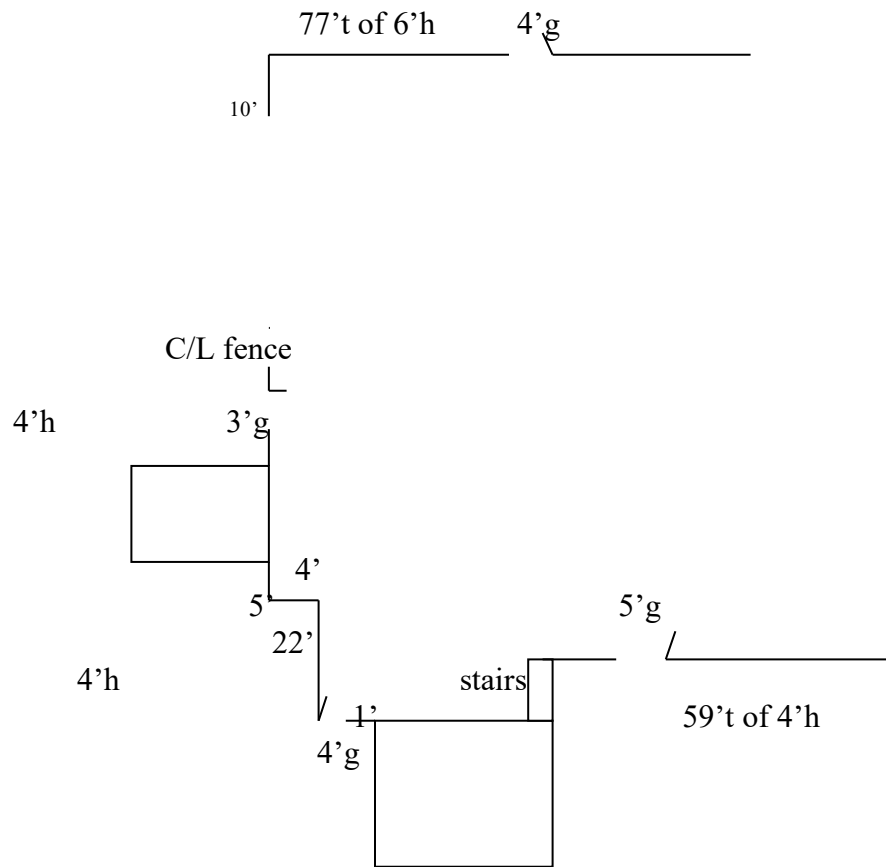
5/31/19

Contractor's Signature

Date

Buyers Right to Cancel: You, the buyer, may cancel this transaction at any time prior to midnight of the 3rd business day after the date of this transaction. See the accompanying notice of cancellation for any explanation of this right. If you cancel within the time period noted above, the seller may not keep any of your cash deposit.

Diagram of proposed layout Drawing not exact or to scale





TERMS AND CONDITIONS



TERMS OF PAYMENT

An initial deposit (1/3 of Contract) is due at the time the proposal and contract are signed by the Contractee and Contractor. A second deposit (1/3 of Contract Amount) is due on at the start of the installation, and the remaining balance (1/3 of Contract Amount) is due upon Substantial completion of work, no exceptions. All materials remain the property of Capital Fence, Inc. until payment of this contract is made in full and any recovery, including Attorney and Court costs will be borne by the Contractee in the event of collection by litigation. No warranty is honored unless the contract is paid in full. In case Payment is not made as stated above, the Company reserves the right to repossess all materials used on this job without recourse. Also, Finance Charges will be added at the prevailing rates. (Annual percentage rate is 24%. Deposits are used for planning, engineering, administrative and procurement costs and are taken on good faith and are not refundable.) The Contractee and the Contractor's employee's, other than an Officer of the Company, have NO authorities to make changes to the Terms and Conditions of this contract.

PROPERTY LINES AND OBSTRUCTIONS

Contractee assumes full responsibility for location of the line upon which the fence will be installed, together with all questions of ownership and location of property lines. Contractee agrees that the fence line will be clear of all obstructions and that the line will be accurately marked by him by stakes or otherwise. The fence will be placed as close as possible in accordance with Contractee's instructions. We do not assume any responsibility or any infraction whatsoever of property lines. If you do not know the exact markers of your property, it is advisable to have your lot surveyed and marked prior to the start of work.

MEASUREMENTS

Complete measurements of the fence lines and gate openings, together with a diagram, are to be furnished by the Contractee unless other arrangements are made at the time of signing this Proposal and Contract. More materials other than amount contracted for will be debited at current rate.

CHANGES

No change in measurements will be allowed except at prices mutually agreed upon, in writing, at the time these changes are made. This Proposal and Contract is only for work according to the specifications herein. Changes to these specifications must be agreed to in writing by the Contractor and Contractee before they shall be considered binding. The cost of any changes, deviations, or additions shall also be agreed upon in writing and the Contractor may demand payment in full before making the changes or deviations or commencing the additional work. Additional work and/or materials will be charged according to accepted rates for such work and/or materials. All changes must be approved in writing by the Officer of the Company who signed the original Proposal and Contract. This agreement as set forth constitutes the entire contract and no other agreement whether expressed or implied will be validated. No Employee other than an officer of the Company who signed the original Proposal and Contract is authorized to make any exceptions herein.

EXTRAS

The price herein named does not contemplate the encountering of rock, swampy conditions, or boulders larger than the hole to be dug; if these conditions are encountered and if it is necessary to drill for the setting of the posts or to furnish extra large or deep foundations for the posts or perform any extra labor such as clearing the lines, etc., a charge for such extra materials or labor will be made. The Contractor is not responsible for any underground obstructions such as tanks, pipes, irrigation systems, swimming pool systems, septic systems, fields, cables, private gas lines, underground wiring, underground dog containment systems, etc. that may be damaged.

DELAYS

Contracts are taken on the condition that all work will be completed without interruption. If it is necessary to make more than one trip to complete the work because of changes or delays on the part of the Contractee, an extra charge will be made to cover the additional expense involved.

GENERAL

Whereas the Contractor will make every effort to design and build fences which retain the animals for which the fence was intended, under no circumstances can the Contractor be held responsible for the escape of animals from said confines under any condition. Insurance is carried by the Contractor to cover the workmen and equipment. Unauthorized personnel (including children) and pets must be kept away from the tractors, trucks, and other machinery and equipment used at the job site, and away from the line of work to avoid any injury. The Contractor does not assume liability for any injury resulting from unauthorized personnel or pets in the work area. All agreements are contingent upon permits, weather, carrier delays or failure to receive raw material deliveries, strikes, lockouts, riots, fires, accidents, acts of God, floods, war, insurrection, embargo restrictions, or other causes, whether of like or different nature beyond our control.

WARNING

The Contractee agrees to keep children and pets away from the work area and to inspect and clean the area of debris, wire scraps, nails, etc. before permitting people and pets to use the area, especially before using rotary lawnmowers, which could propel a nail or scrap into lethal missile.

CONTRACTOR'S LIMITED WARRANTY

CAPITAL FENCE, INC., warrants that all work will be performed by experienced installers in a workmanlike manner and in accordance with standard practices. The Contractee hereby acknowledges that wooden fencing materials are subject to cracking, splitting, checking, warping, and bowing when exposed to the sun, rain, humidity, and weather, and that the CONTRACTOR. makes no warranties against the occurrence of such changes in wooden fencing materials.

Duration of Warranty: Fences are guaranteed against defects in workmanship and materials for a period of three (3) years from the date of completion. Gate and post alignments are guaranteed for a period of one (1) year (except for damage due to high winds) and will be adjusted during said one (1) year period at no charge.

- a) Exclusions: This warranty does NOT cover equipment warranted by manufacturers; damage caused by fire, floods, strike, war, or civil disturbances; or damaged caused by negligence or abuse.
- b) Merger Provisions: The sales personnel of the Contractor are not authorized to make warranties about the merchandise, equipment, or services described in this contract. Contractor's employees' Oral Statements DO NOT constitute Warranties, shall not be relied upon the Owner, and are not part of this Contract. The entire contract is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this written Contract. This writing constitutes the final expression of the parties agreement, and it is a complete and exclusive statement of the terms of this agreement.
- c) Limitation of Liability, Capital Fence, Inc., shall not, under any circumstances, be liable for special or consequential damages, such as but not limited to damage or loss of other property or equipment, loss of profits or revenue, or loss of habitability.

PERMITS

All permits are the responsibility of the Contractee. Capital Fence can facilitate the process by obtaining the permit on your behalf at your request. Permits are a requirement of your local government, not by Capital Fence.

ALL HOME IMPROVEMENT CONTRACTORS AND SUBCONTRACTORS MUST BE LICENSED BY THE MARYLAND HOME IMPROVEMENT COMMISSION. IF YOU HAVE QUESTIONS, CONTACT THE MARYLAND HOME IMPROVEMENT COMMISSION, 501 ST. PAUL PLACE, BALTIMORE, MD 21202 AT (410) 230-6231.

3-1/2 ft. x 8 ft. Pressure-Treated Pine Spaced French Gothic Fence Panel



4 in. x 4 in. x 6 ft. #2 Ground Contact Pressure-Treated Timber

Solar Powered Outdoor LED 3000K Warm White Landscape Post Cap Light



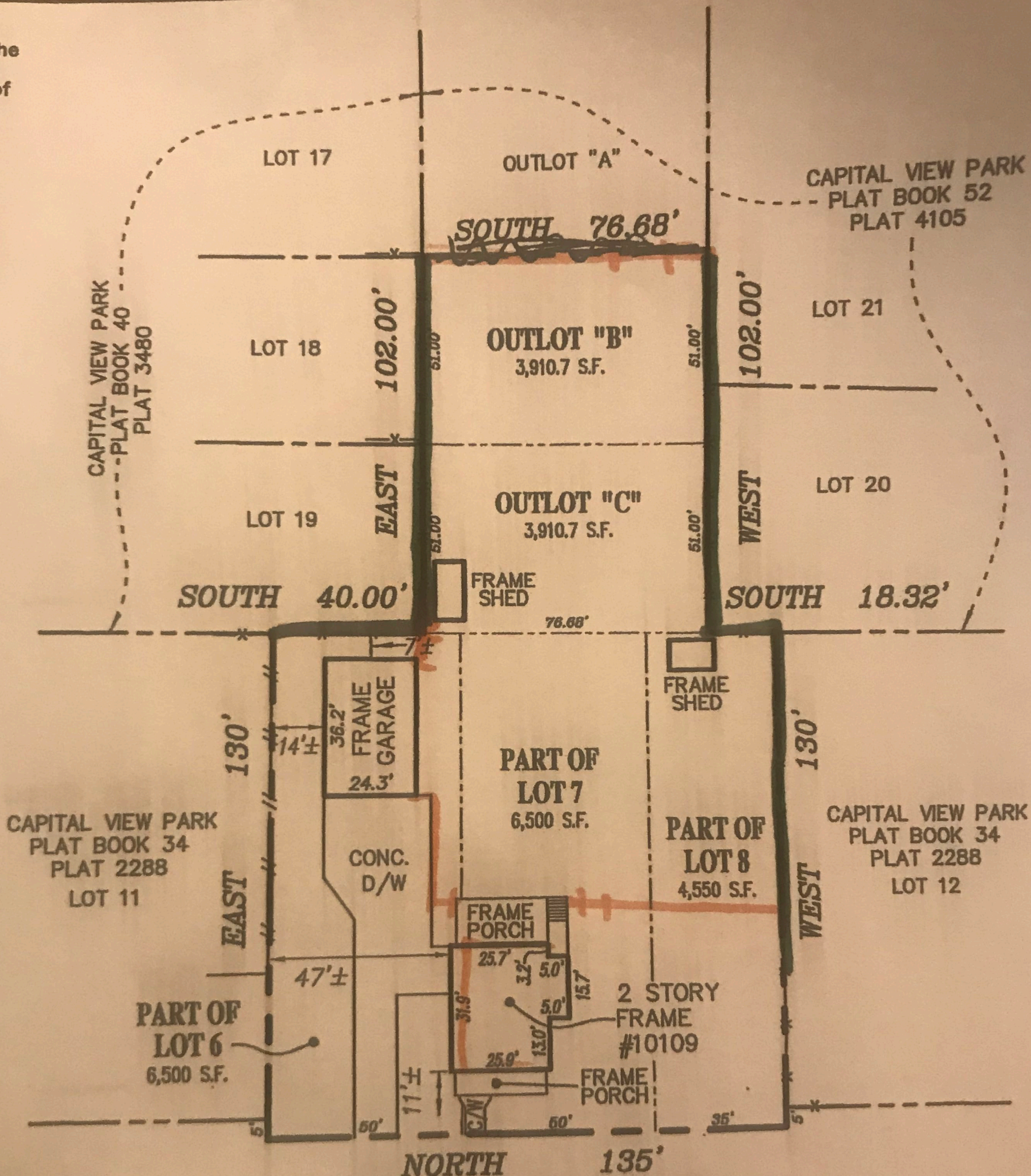
provide for the accurate identification of the property and the transfer of title or securing financing or re-financing.
Good Zone information is taken from available sources and is subject to interpretation.
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F.



AWING
T OF LOT 8
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W PARK
Y, MARYLAND

RTIFICATE

PERSON HAS BEEN BASED

REFERENCES

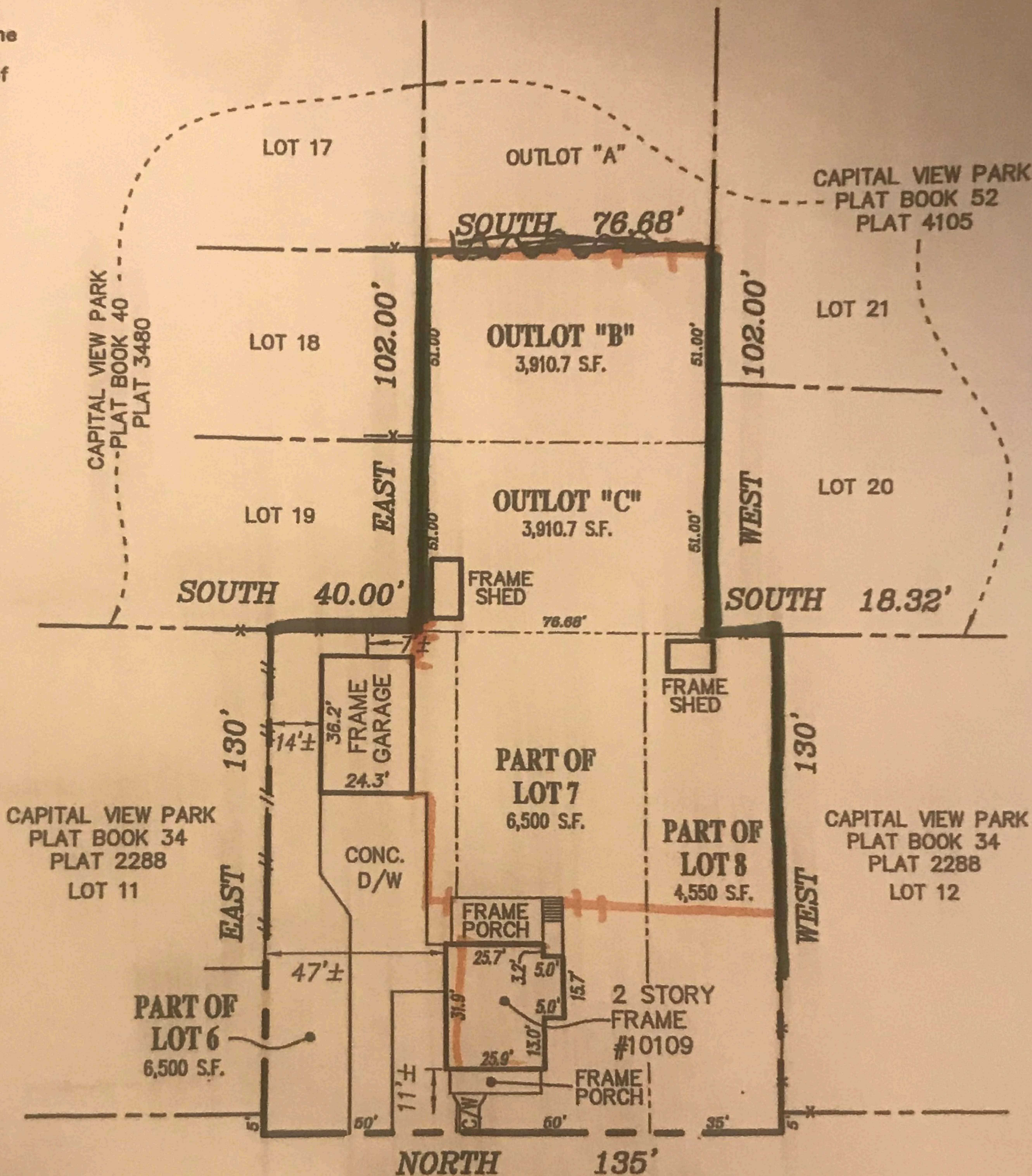
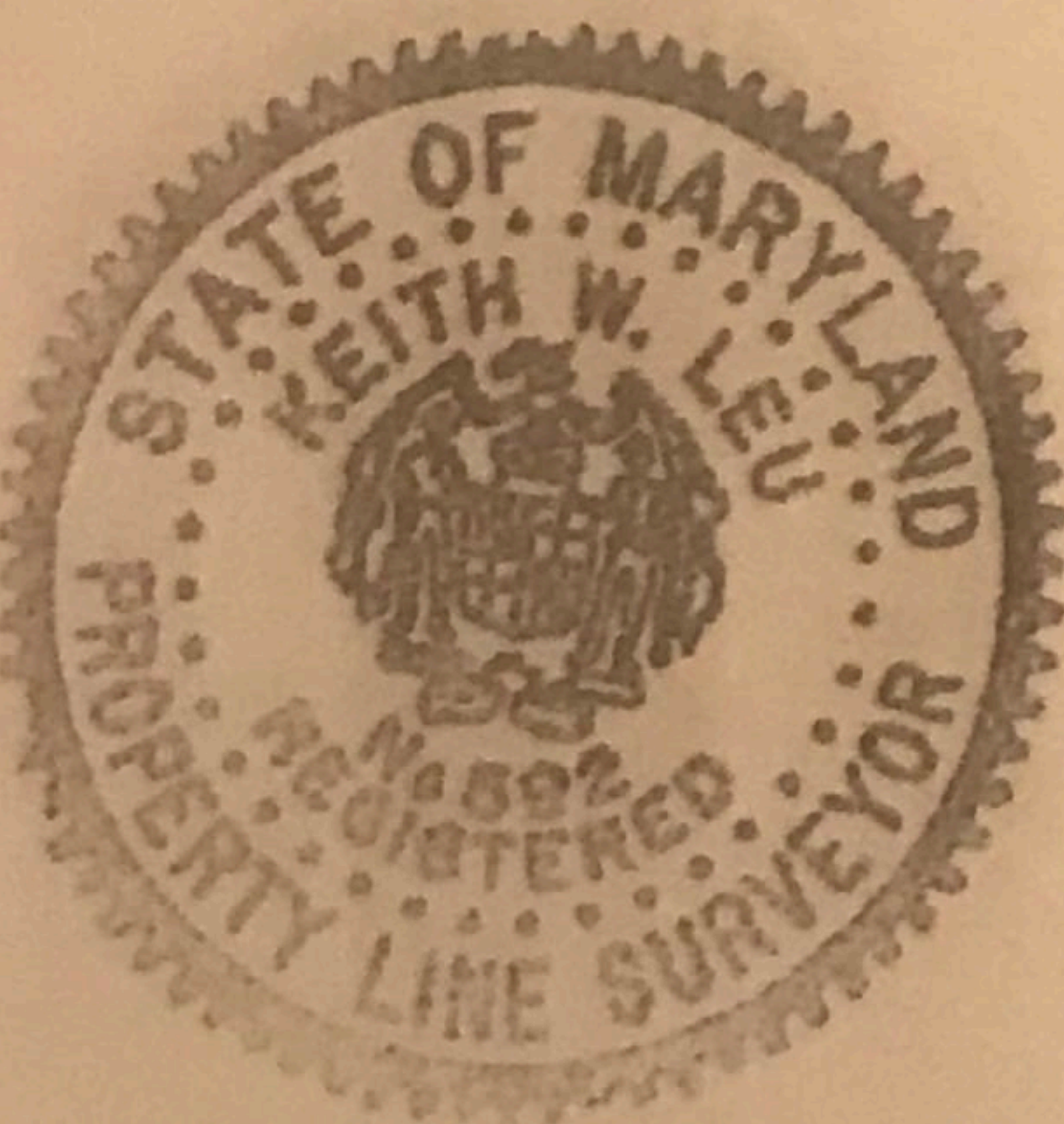
SNIDER & ASSOCIATES
LAND SURVEYORS

CONSUMER INFORMATION NOTES:

1. This plan is a benefit to a consumer insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer, financing or re-financing.
2. This plan is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements.
3. This plan does not provide for the accurate identification of property boundary lines, but such identification may not be required for the transfer of title or securing financing or re-financing.
4. Building line and/or Flood Zone information is taken from available sources and is subject to interpretation of originator.
5. No Title Report furnished.

Notes:

1. Setback distances as shown to the principal structure from property lines are approximate. the level of accuracy for this drawing should be taken to be no greater than plus or minus 2 feet.
2. Fences have been located by approximate methods.
3. The field work was performed during a period of significant snow cover. The existence, size and shape of secondary features could be affected.
4. Total Area = 25,371.4 S.F.



LOCATION DRAWING
LOTS 6 & 7, PART OF LOT 8
OUTLOTS "B" & "C", BLOCK 25
CAPITAL VIEW PARK
 MONTGOMERY COUNTY, MARYLAND

GRANT AVENUE
 (VARIABLE R/W)

SURVEYOR'S CERTIFICATE

"THE INFORMATION SHOWN HEREON HAS BEEN BASED ON THE RESULTS OF A FIELD INSPECTION PURSUANT TO THE DEED OR PLAT OF RECORD. EXISTING STRUCTURES SHOWN HAVE BEEN FIELD LOCATED BASED ON MEASUREMENTS FROM PROPERTY MARKERS FOUND FROM EVIDENCE OF LINES OF APPARENT OCCUPATION".

[Signature]

MARYLAND PROPERTY LINE SURVEYOR REG. NO. 502
 Revised 04-07-2010

REFERENCES

PLAT BK. A 52
 PLAT NO. 9 4105

LIBER 29987
 FOLIO 374



SNIDER & ASSOCIATES
LAND SURVEYORS

19644 Ameranth Drive
 Germantown, Maryland 20874
 301/948-5100, Fax 301/948-1280

DATE OF LOCATIONS

SCALE: 1" = 50'

WALL CHECK:

DRAWN BY: MP

HSE. LOC.: 1-18-2010

JOB NO.: 19-00008

Chapter 24A;

and with the *Secretary of the Interior's Standards for Rehabilitation* #2, and 9;

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 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;

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. Once the work is completed the applicant will contact the staff person assigned to this application at 301-563-3400 or dan.bruechert@montgomeryplanning.org to schedule a follow-up site visit.