

**EXPEDITED**  
**MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION**  
**STAFF REPORT**

<b>Address:</b>	5537 Lambeth Rd., Bethesda	<b>Meeting Date:</b>	9/21/2022
<b>Resource:</b>	Contributing Resource <b>Greenwich Forest Historic District</b>	<b>Report Date:</b>	9/14/2022
<b>Applicant:</b>	Matt Felts & Dane Grossnickle	<b>Public Notice:</b>	9/7/2022
<b>Review:</b>	HAWP	<b>Tax Credit:</b>	n/a
<b>Case No.:</b>	1005210	<b>Staff:</b>	Dan Bruechert
<b>Proposal:</b>	Driveway Replacement and New Retaining Wall		

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**STAFF RECOMMENDATION**

☐ Approve  
☒ Approve with conditions

1. The concrete for the proposed concrete drive needs to be either tinted or have exposed aggregate so the new driveway blends in with the surrounding district. Final approval authority to ensure this condition has been satisfied is delegated to Staff.

**ARCHITECTURAL DESCRIPTION**

**SIGNIFICANCE:** Contributing Resource to the Greenwich Forest Historic District  
**STYLE:** Colonial Revival  
**DATE:** 1940



*Figure 1: 5537 Lambeth Rd., Bethesda.*

## **PROPOSAL**

The applicant proposes to replace the existing asphalt driveway with a concrete driveway with a flagstone border, set in concrete in the same location and in the same approximate dimensions. Additionally, the applicant proposes to construct a 2' (two-foot tall) stacked flagstone retaining wall between the side walkway and the house on the right side of the driveway.

Staff finds the proposed changes will have a minimal impact on the character of the property or surrounding district. However, the HPC typically requires new concrete driveways and walkways to be tinted or have exposed aggregate to avoid the incompatible bright white appearance of contemporary concrete in a historic district setting. Staff recommends the HPC add a condition to the approval of this HAWP, that the concrete installed in the driveway is either tinted or has exposed aggregate, so the new driveway better blends in with the surrounding historic district.

## **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:

11. Construction or replacement of walkways, parking areas, patios, driveways or other paved areas that are not readily visible from a public right-of-way and/or are compatible in material, location, and design with the visual character of the historic site or district.
12. Construction or repair of retaining walls where the new walls are compatible in material, location, design and height with the visual character of the historic site or district.

### **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 will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportions, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

### **STAFF RECOMMENDATION**

Staff recommends that the Commission **approve with one condition** the HAWP application:

1. The concrete for the proposed concrete drive needs to be either tinted or have exposed aggregate so the new driveway blends in with the surrounding district. Final approval authority to ensure this condition has been satisfied is delegated to Staff;  
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 Chapter 24A;

and with the *Secretary of the Interior's Standards for Rehabilitation* #2, #9, and #10;

and with the general condition that the applicant will obtain all other applicable Montgomery County or local government agency permits. After the issuance of these permits, the applicant must contact this Historic Preservation Office if any changes to the approved plan are made;

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](mailto:dan.bruechert@montgomeryplanning.org) to schedule a follow-up site visit.  
visit.

Matt Felts and Dane Grossnickle

Matt Felts [mfelts22@gmail.com](mailto:mfelts22@gmail.com)

Dane Grossnickle [dcgrossnickle109@gmail.com](mailto:dcgrossnickle109@gmail.com)

Adjacent and Confronting Properties:

Bethesda, MD 20814

5511 Lambeth Road

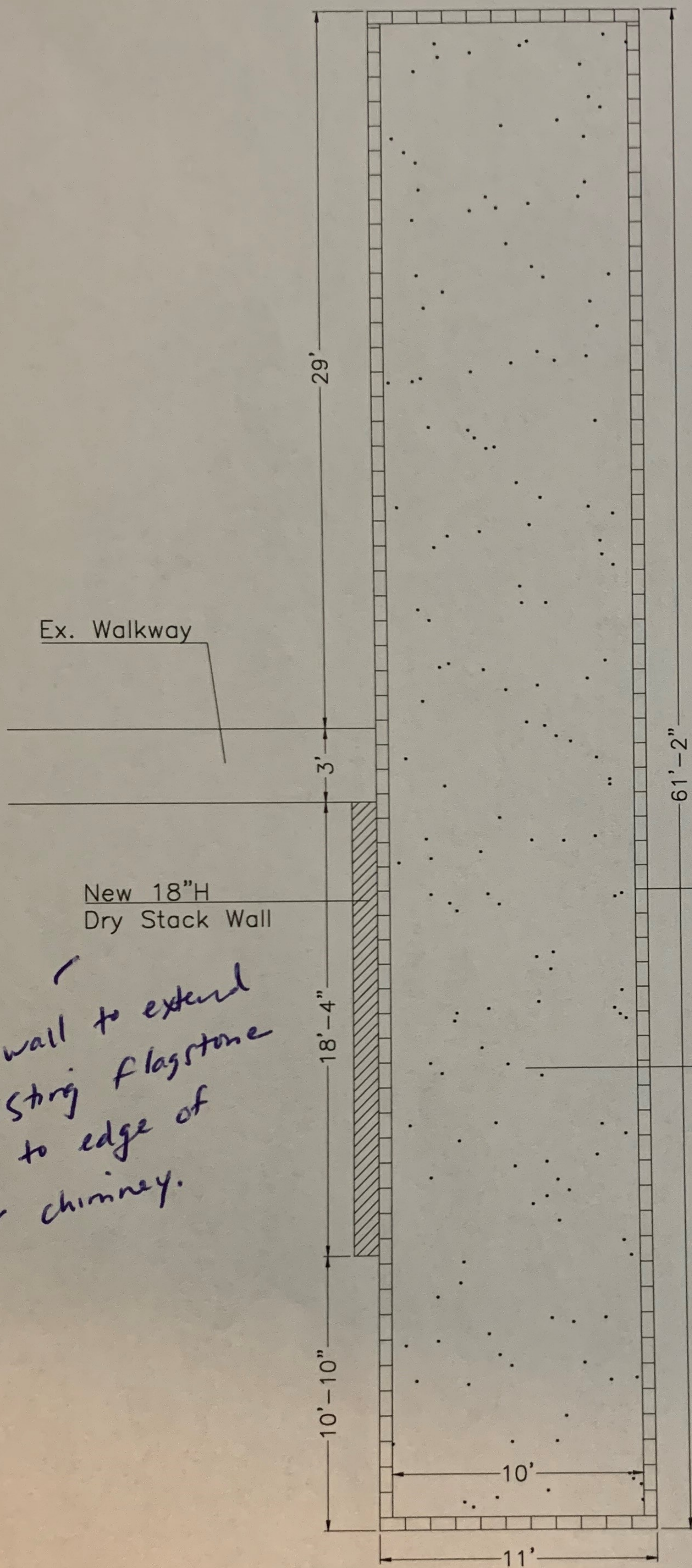
5601 Lambeth Road

5510 Lambeth Road

5512 Huntington Parkway

5600 Huntington Parkway





Border to be between  
6-12" W. Pattern/width  
to be decided by  
project manager  
and clients.

6"W Flagstone Border  
A= 71.2 SF  
perimeter= 144.3'

New Concrete Driveway  
A= 601.8 SF

Retaining wall to extend  
from existing flagstone  
walkway to edge of  
house or chimney.



8511 Gue Road  
Damascus, MD 20872  
Phone: 301-570-6200  
Fax: 301-570-1476  
info@xtracarelandscaping.com

Name and Address  
Matt Felts  
5537 Lambeth Rd  
Bethesda, MD 20814

Landscaping Design  
Driveway

Projected by  
Angela Rodrigues

Date  
07/26/2022

Revision  
08/19/2022

Scale  
1/8" = 1'-0"

Drawing  
#2











## Xtra Care Landscaping & Design, INC

8511 Gue Road  
 Damascus, MD 20872  
 Ph: 301-570-6200 Fax: 301-570-1476  
 www.xtracarelandscaping.com  
 info@xtracarelandscaping.com

MATT FELTS  
 5537 Lambeth Rd,  
 Bethesda, MD 20814  
 443-417-0601

Dear MATT:

Thank you for your recent request for pricing information from XTRA CARE LANDSCAPING & DESIGN INC. Below is our quote:

## Description of Work

Estimate Number: 6079

Date: 8/22/2022

Sales Rep: CHARLES BUSCH

Contractor License: 127602

Estimate Description	Quantity	Rate	Amount
<b>BASED ON CAD DRAWING #2:</b>	1	16380.82	16380.82
<b>CONCRETE DRIVEWAY</b>			
<ul style="list-style-type: none"> <li>We will install a new concrete driveway, based on CAD drawing. 673 square feet.</li> <li>We will remove and dispose the existing driveway.</li> <li>We will install a 2" base of 57 stone under the 4" concrete driveway pad.</li> <li>We will install 3500 PSI concrete for driveway.</li> <li>We will install wire mess and rebar throughout the concrete driveway.</li> <li>We will install expansion joints threw out driveway pad.</li> <li>We will install 2" flagstone as the boarder around entire driveway, based on CAD drawing.</li> <li>The boarder pattern will be decided by project manager and clients, after we figure the exact size of the driveway.</li> <li>The flagstone will be set in concrete.</li> <li>We will pour one concrete slab including the boarder, so that there is no chance for water to get into the seams and crack up the driveway.</li> <li>If this proposal is accepted, we will check and see if we can move the shed when the dingo is there.</li> </ul>			
<b>RETAINING WALL</b>	1	4534.86	4534.86
<ul style="list-style-type: none"> <li>We will install a new Flagstone Stack Wall, based on CAD drawing. 36.8SF</li> <li>The base of the wall will be 6" of concrete with wire mesh.</li> <li>The height of the wall will be 2'.</li> <li>We will install drainage on the backside of the wall.</li> <li>We will use mortar on the backside of the wall for strength.</li> <li>Once ALL jobs are completed, we will repair ALL disturbed areas with topsoil, mulch, seed and straw.</li> </ul>			
NOT INCLUDED: ENGINEERING DRAWINGS PERMIT FEES HANDLING FEES (IF NECESSARY)	1	0.00	0.00

IMPORTANT INFORMATION:



Estimate Description	Quantity	Rate	Amount
<p>XTRA CARE WILL NOT BE RESPONSIBLE FOR THE BREAKING OF WIRES OR PIPES LOCATED UNDERGROUND IF THEY ARE NOT MARKED OR SPECIFICALLY POINTED OUT BY CLIENT. XTRA CARE WILL CALL MISS UTILITY IF NECESSARY.</p> <p>-CLIENT MUST INFORM THE OFFICE IN CASE THE JOB SITE HAS AN INVISIBLE FENCE, XTRA CARE WILL NOT BE RESPONSIBLE FOR BREAKING OR DAMAGING IT WHILE PERFORMANCE OF WORK.</p> <p>- WARRANTY ON THE WORK - 1 YEAR</p> <p>IMPORTANT NOTE FOR ANGIES LIST CUSTOMERS ONLY: - 5% DISCOUNT IS ALREADY INCLUDED IN THIS CONTRACT.</p> <p>NOTE FOR CONCRETE REMOVAL: UP TO 5" THICK, PRICE STATED IN THIS PROPOSAL REMAINS THE SAME BUT IF THICKER THAN 5", THERE WILL BE AN EXTRA \$1.00 PER ADDITIONAL INCH IN THICKNESS PER SF.</p> <p>NOTE: 2% ADDITIONAL CHARGE IF PAYING WITH CREDIT CARD. ALSO, FAILURE ON RECEIVING PAYMENT AFTER 30 DAYS FROM INVOICE`S DATE WILL RESULT IN A 2% PENALTY BASED ON TOTAL AMOUNT OF INVOICE.</p>			
<b>Total</b>			\$20,915.68

**Payment to be made as follows:**

1/3% AS DOWN PAYMENT, 1/3% HALF WAY THROUGH THE WORK, AND LAST 1/3% AFTER WORK IS COMPLETED (3 days)

All material is guaranteed to be as specified.. All works to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. all agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance. 1 year Standard Warranty.

**You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation must be done in writing.**

**If a COI (Certificate of Insurance) is needed, client MUST make the request to the office upon signature of contract.**

**Acceptance of Proposal**

**The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.**

Signature:\_\_\_\_\_ Date:\_\_\_\_/\_\_\_\_/\_\_\_\_

Signature:\_\_\_\_\_ Date:\_\_\_\_/\_\_\_\_/\_\_\_\_





## Xtra Care Landscaping & Design, INC

8511 Gue Road  
Damascus, MD 20872  
Ph: 301-570-6200 Fax: 301-570-1476  
www.xtracarelandscaping.com  
info@xtracarelandscaping.com

MATT FELTS  
5537 Lambeth Rd,  
Bethesda, MD 20814  
443-417-0601

Dear MATT:

Thank you for your recent request for pricing information from XTRA CARE LANDSCAPING & DESIGN INC. Below is our quote:

## Description of Work

Estimate Number: 6178

Date: 8/26/2022

Sales Rep: CHARLES BUSCH

Contractor License: 127602

Estimate Description	Quantity	Rate	Amount
<b>If client agrees with terms described in this estimate, client will be dealing with Xtra Care Landscaping &amp; design for payments. Xtra Care will hire Integrity Irrigation LLC to perform the work. See scope of work below: Based on the meeting on 8/16/2022.</b>	1	2443.75	2443.75

### Lighting:

- Install 3 Sollos LLA055 ledge lights in the proposed wall by Xtra Care.
- Install 3 Sollos BCB065 up-lights. One in the serviceberry in the bed near the house, one lighting the Japanese Maple in the bed near the road, and one lighting the crepe myrtle in the other bed near the road.
- Install 1 Sollos TRI5SS-150 Transformer utilizing the existing outlet to the left of the front door.
- Two sidewalk bores are necessary. One from the bed under the front sidewalk into the turf, and one across the sidewalk in order to get to the Japanese Maple tree.
- Test the step lights to see if incorporation into the system is possible.
- All connections are 3M DBR-Y waterproof connections
- All wire that runs under hardscaping will be in conduit. Installation of conduit will be coordinated with Xtra Care at time of construction. Additional wire will be stapled and installed under turf or mulch layer.

There is a one-year workmanship warranty. We will provide 1 night adjustment within 30 days of installation. All other visits for service or adjustment will be charged at labor and materials.

### Payment Terms:

We request a deposit equal to **one-third** the contract amount upon acceptance.

**The balance due** will be invoiced at the final walk through with the homeowner. Payments are due upon receipt of the invoice. Receivables that are thirty days past due will accrue interest at a rate of one and one-half percent (1.5%) per month. If Integrity Irrigation, LLC/Xtra Care Landscaping retains an attorney to collect any receivables, the client will be liable for reasonable attorney's fees.

NOTE: 2% ADDITIONAL CHARGE IF PAYING WITH CREDIT CARD. ALSO, FAILURE ON RECEIVING PAYMENT AFTER 30 DAYS FROM INVOICE'S DATE WILL RESULT IN A 2% PENALTY

1	0.00	0.00
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Estimate Description	Quantity	Rate	Amount		
BASED ON TOTAL AMOUNT OF INVOICE.					
			<table><tr><td>Total</td><td>\$2,443.75</td></tr></table>	Total	\$2,443.75
Total	\$2,443.75				

All material is guaranteed to be as specified.. All works to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. all agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance. 1 year Standard Warranty.

**You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation must be done in writing.**

**If a COI (Certificate of Insurance) is needed, client MUST make the request to the office upon signature of contract.**

**Acceptance of Proposal**

**The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.  
Payments will be made as outlined above.**

Signature:\_\_\_\_\_ Date:\_\_\_\_/\_\_\_\_/\_\_\_\_      Signature:\_\_\_\_\_ Date:\_\_\_\_/\_\_\_\_/\_\_\_\_