



# HISTORIC DISTRICT COMMISSION NOTICE OF DENIAL

City of Detroit - Planning & Development Department  
2 Woodward Avenue, Suite 808  
Detroit, Michigan 48226

**Notification Date:** 08/20/25

**Application Number:** HDC2025-00422

## APPLICANT & PROPERTY INFORMATION

<b>NAME:</b> Mario Moore		<b>COMPANY NAME:</b> N/A	
<b>ADDRESS:</b> 2200 Chicago Blvd	<b>CITY:</b> Detroit	<b>STATE:</b> MI	<b>ZIP:</b> 48206
<b>PROJECT ADDRESS:</b> 2200 Chicago Blvd			
<b>HISTORIC DISTRICT:</b> Boston-Edison			
<b>SCOPE:</b> Install vinyl window			

At the Regular Meeting that was held on 08/13/25, the Detroit Historic District Commission ("DHDC") reviewed the above-referenced application. Pursuant to Section 5(1) and 9(1) of the Michigan Local Historic District Act, as amended, being MCL 399.205 (1), MCL 399.209 (9) and Sections 21-2-78 and 21-2-80 of the 2019 Detroit City Code; the DHDC hereby issues a Denial for the following work, effective on 08/20/25, as it will be inappropriate according to the Secretary of Interior's Standards for Rehabilitation and the district's Elements of Design:

## REASON FOR DENIAL:

Even if proved to be beyond feasible repair, the window, per NPS Standards (#6) and related Guidelines, may only be replaced by a window that "shall match the old in design, color, texture, and other visual qualities and, where possible, materials." Vinyl windows are not good matches for historic prototypes.

1. Vinyl windows are poly-products and offer a plasticity and flat/thick appearance that does not adequately match the profile/dimensionality and appearance of historic windows, such as wood. Consumer-grade vinyl windows weather poorly, deteriorate rapidly and exhibit poor detailing and detracting "bright white" color/sheen.
2. The framing material, glazing, and seals break down more quickly in ultraviolet light than higher quality materials, introducing condensation and other degradation to the insulated glass unit in a few years' time.
3. Vinyl also lacks rigidity and can expand and contract more than wood and steel during exposure to weather. This can result in discoloration and warping of the frames and failure of the window elements.
4. Between-the-glass grids, as used in this instance, were not used in the historic era and are not compatible with or convincing matches for an authentic divided lite configuration. At a minimum, simulated divided lites should be specified to preserve the original historic expression.

## FAILURE TO MEET STANDARDS:

**The Standards for Rehabilitation** (codified in 36 CFR 67 for use in the Federal Historic Preservation Tax Incentives program) address the most prevalent treatment. "Rehabilitation" is defined as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values."

As stated in the definition, the treatment "rehabilitation" assumes that at least some repair or alteration of the historic building will be needed in order to provide for an efficient contemporary use; however, these repairs and alterations must not damage or destroy materials, features or finishes that are important in defining the building's historic character.

The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

Failure to meet standards: 2, 5, 6, 9

Corresponding Standard numbered below:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment
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.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
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.
10. New additions and adjacent or related new construction shall 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.

## FAILURE TO MEET ELEMENTS OF DESIGN:

Failure to meet Elements of Design: 7

Corresponding design element numbered below:

1. Height.	12. Walls of continuity.
2. Proportion of building's front façades.	13. Relationship of significant landscape features and surface treatments.
3. Proportion of openings within the façade.	14. Relationship of open space to structures.
4. Rhythm of solids to voids in front façade.	15. Scale of façade and façade elements.
5. Rhythm of spacing of buildings on streets.	16. Directional expression of front elevations.
6. Rhythm of entrance and/or porch projections.	17. Rhythm of building setbacks.
7. Relationship of materials.	18. Relationship of lot coverages.
8. Relationship of textures.	19. Degree of complexity within the façade.
9. Relationship of colors.	20. Orientation, vistas, overviews.
10. Relationship of architectural details.	21. Symmetric or asymmetric appearance.
11. Relationship of roof shapes.	22. General environmental character.

If you have any questions regarding the above, please contact staff at 313-224-1762 or [hdc@detroitmi.gov](mailto:hdc@detroitmi.gov).

For the Commission:



Garrick Landsberg  
Director of Staff, Historic District Commission

PSR: Bilqeas 250820BS

## APPEALS PROCESS

The application may be resubmitted for the Historic District Commission's review when suggested changes have been made that address the cited reasons for denial, if applicable. Please be advised that, in accordance with MCL 399. 211 and Section 21-2-81 of the 2019 Detroit City Code, an applicant aggrieved by a decision of the DHDC may file an appeal with the State Historic Preservation Review Board. Within sixty (60) days of your receipt of this notice, an appeal may be filed with:

Jon Stuckey, Michigan Department of Attorney General  
2nd Floor, G. Mennen Williams Building  
525 West Ottawa Street, P.O. Box 30754, Lansing, MI 48909  
Phone: 517-335-0665 E-mail: [stuckeyj@michigan.gov](mailto:stuckeyj@michigan.gov)

Moore, Mario

8 / 14 / 2025

Customer's Last Name, First Name

2200 Chicago Blvd.

Service Address

Detroit

City

MI

State

48206

Zip

3135751651

Customer's Daytime Tel. No.

artofmoore@yahoo.com

Customer's Email

6/19/2025

Original Contract Date

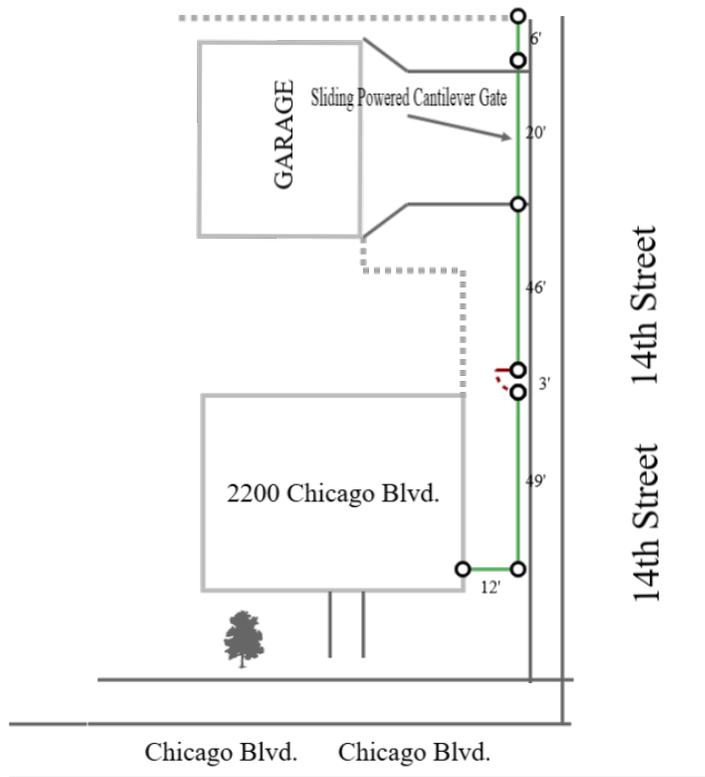
\$23,769.50

Original Contract Amount

**APPROXIMATE LAYOUT**

FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE. BASED ON THE FIELD MEASUREMENT, FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FENCE FOOTAGE USED, AS SET FORTH IN TERMS AND CONDITIONS.)

**FENCE DIAGRAM**



- 6'H Black 203 Colonial (C)
- 6'H Black 203 Colonial (C)

*MM*

**PRODUCT SPECIFICATIONS:**

6'H Black 203 Colonial (C): 133 LF.  
 Specifications: Post: 2-1/2" Sq., Rail: 1-1/2"x1", Picket: 3/4" Sq.  
 6'H Black 203 Colonial (C): 0 LF & 1 Gate.  
 Specifications: Post: 2-1/2" Sq., Rail: 1-1/2"x1", Picket: 3/4" Sq.

**JOB OPTIONS:**

1 4' Gate  
 Fence Removal (4' Chain Link): Take Down 59'. Haul Away 59'.

**JOB NOTES:**

Fence Removal (4'H Chain Link): all posts to be cut at ground level.  
 No Returns for Special Order Product.

Customer acknowledges that the total change amount will be applied to the balance due from the original contact: MM  
 Customer acknowledges that this change may delay the installation start date: MM

Original Contract Amount	<u>\$23,769.50</u>	
Paid to Date	<u>\$11,884.75</u>	
Change Order	<u>\$1,200.00</u>	
Sales Tax	<u>N/A</u>	
Final Payment Due	<u>\$13,089.75</u>	DUE IN FULL IMMEDIATELY UPON COMPLETION

Accepted by:  
  
 Customer's Signature \_\_\_\_\_ Date 8/14/2025

Dan Allen  
 Superior Authorized Representative Signature \_\_\_\_\_ Date 8/14/2025

Customer's Initials: MM BY INITIALING, YOU AUTHORIZE DELIVERY OF MERCHANDISE TO SERVICE ADDRESS PROVIDED ABOVE WITHOUT OBTAINING DELIVERY AGENT'S SIGNATURE AND AGREE TO INDEMNIFY AND HOLD SUPERIOR HARMLESS FROM ANY RESULTING CLAIMS.

**Dan Allen**  
 Superior Authorized Representative  
 Superior Detroit, Inc  
 5930 Commerce Drive  
 Westland, MI 48185  
 (734) 336-2464

## TERMS AND CONDITIONS

A) Title; Authorized Party. Customer represents that they hold legal title to the subject real property or are authorized to act as an agent for the true owner. Customer agrees to pay

Superior Detroit, Inc

(hereinafter, "Superior") the balance of the purchase price immediately upon substantial completion of the installation of the fence in accordance to the terms of this Agreement, and agrees that a permit final inspection of the fence is not a condition for final payment. A finance charge in the amount of 1.5% of the purchase price will be added every thirty days to any invoice seven days past due. If you fail to make payment when due, Superior reserves the right to file a security interest on your property which creates an encumbrance on your title and may cause you the loss of your property. Should legal action become necessary to enforce this Agreement, Customer shall be held liable for any attorney's fees and costs incurred whether a formal legal action has been filed or not. Customer shall also be held liable for any interest on the unpaid balance from the due date until payment is received by Superior at the highest rate of interest allowed by law.

B) Legal Encumbrances. Customer agrees to inform Superior in advance about any easements, covenants or other legal encumbrances that could affect the fence installation. Customer agrees to keep posted permits on display at all times and agrees not to remove permit from property. CUSTOMER ASSUMES THE RISK AND THE FULL LIABILITY OF ASSISTING SUPERIOR WITH DELIVERY OF MATERIALS OR WITH INSTALLATION.

C) Change Orders. If Customer requests Superior to do work additional to that described in this Agreement, Superior, at its option, may require Customer to sign a written change order ("Change Order") explaining the change in the scope of work and the additional charges that the Customer is obligated to pay. The Change Order will include a description of the additional work, additional payments that will be required and anticipated start and finish dates. The Change Order will become part of this Agreement. If Superior does not require a Change Order or if Customer fails to sign the Change Order, Customer agrees that it is still responsible to pay for any work performed by Superior that was outside the original scope of this Agreement.

D) Credit Card Transactions: If Customer chooses to pay for the fence with a credit card, the cardholder agreement (to which Superior is not a party) will determine the total cost of Customer's purchase, including all interest charges and fees. Customer will be further subject to Your cardholder agreement's terms and conditions.

E) Financed Transactions: If Customer chooses to finance the purchase of the fence in whole or in part, the loan agreement (to which Superior is not a party) will determine the total cost of Customer's purchase, including (i) the amount financed (the amount of credit provided to you); (ii) the associated finance charges (the dollar amount the loan will cost you); and (iii) the total payment (the amount you will have paid when you have made all scheduled payments). Customer will be further subject to Your loan agreement's terms and conditions.

F) CANCELLATION. CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO SUPERIOR FENCE BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING (THE "CANCELLATION PERIOD"). THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE.

In the event of a cancellation, Customer's deposit will be returned within (10) business days after Superior's receipt of your notice.

G) Termination. If Customer terminates this Agreement after the Cancellation Period, Customer agrees to pay Superior Fence the greater of (1) twenty five (25%) of the total sale, or (2) the total costs of materials, labor and services provided by Superior Fence through the time of termination, plus any other amounts allowed under applicable law. If after the Cancellation Period, Superior discovers impediments to installation of the fence such as building or zoning code violations, hidden or unforeseen hazardous conditions on your property or easements or other legal encumbrances that you did not inform us of, Superior may immediately terminate the Agreement without further obligation to you. In such an event, Customer agrees to pay Superior the greater of twenty five (25%) of the total sale or the costs of materials, labor and services provided by Superior Fence through the time of termination, plus any other amounts allowed under applicable law.

H) Commencement of Job. Customer agrees that once the work is started, Superior will have the ability to complete the entire scope of work without any interruptions. Further, any changes made by the Customer to the layout of the proposed fence must be made prior to the installation date. If changes are made during the day of installation, Customer will be charged a trip charge of up to \$500.00 if such a change requires an additional trip to the property for completion of the fence. If Customer makes any changes to the fence layout on the date of installation resulting in reduced footage and extra materials, Customer agrees that these materials are non returnable and must be paid for as agreed.

I) Public Underground Utilities. Superior will call a utility locating service that will locate the public underground utilities on your property. Customer agrees to allow the locating service to your property for the purpose of conducting a utility locate.

J) Private Underground Utilities; Irrigation Lines. Customer agrees to be solely responsible for any damage to buried private utilities, underground lines, including water lines and irrigation lines that have not been properly marked by Customer, and Customer agrees to indemnify Superior from any liability which it might incur pursuant to the service involved in the performance of this Agreement.

K) Homeowner's Association. If Customer's home is part of a Homeowner's Association, (HOA), Customer understands and agrees that it is Customer's sole obligation to obtain and provide approvals from the HOA. Superior is not responsible if the fence that Customer contracted for does not comply with Customer's HOA's rules and regulations.

L) Pre-Installation Meeting. Customer agrees to meet with the installation crew on the day of installation before installation begins to indicate actual fence placement.

M) Fence to Follow Ground. Customer agrees that the fence will be installed to the contour of the existing ground unless agreed otherwise in writing on change order of installation overview agreement.

N) Property Lines. Customer agrees that it is responsible for locating property pins and staking terminals to establish its property lines prior to installation of the fence. Superior will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstances will Superior assume responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, Customer may have to hire a third party to survey the property. Superior is not responsible for identifying property lines, easements, covenants, or other legal encumbrances. Customer agrees to indemnify Superior and hold it harmless against and in respect to the claims of any persons aggrieved by the location of the subject fence when erected or by trespasses or damage which may have necessarily been committed or occasioned consciously or unconsciously by Superior in the course of installation.

O) Clearing of Proposed Fence Line. Customer agrees to clear the fence line of any and all obstructions, including but not limited to trees, brush, debris, fixtures and personal yard items. In the event that the fence line is not cleared upon our arrival, Customer understands and agrees that it will be charged a trip fee of up to \$500.00, which must be paid prior to the job being rescheduled. Further, Customer shall hold Superior harmless for any damage to items within the fence line.

P) Access Ways. Superior is not responsible for any damage to driveways, walkways, walls, gardens, fresh grading, sod, shrubbery, patios, pavers or other property features resulting from gaining access to the property or performing work in the proximity of the fence location.

Q) LIMITED WARRANTY. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SUPERIOR WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR THREE (3) YEARS FROM ITS COMPLETION DATE. PROVIDED CUSTOMER NOTIFIES SUPERIOR DURING THE WARRANTY PERIOD, SUPERIOR WILL ARRANGE FOR REPAIR AT NO CHARGE TO CUSTOMER FOR ANY FAULTY WORKMANSHIP. SUPERIOR'S WORKMANSHIP WARRANTY IS ONLY RELATED TO FAULTY WORKMANSHIP AND DOES NOT COVER PRODUCT DEFECTS OR DAMAGE CAUSED BY ACTS OF GOD, INSTALLATION OR REPAIRS MADE BY OTHERS, ABUSE, MISUSE, NEGLIGENCE, OR NORMAL WEAR AND TEAR. MERCHANDISE AND MATERIALS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY, IF ANY. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE. CUSTOMER ACKNOWLEDGES THAT WOOD FENCES HAVE A TENDENCY TO SHRINK, WARP, CRACK, AND CHIP AND THAT THESE FEATURES OF WOOD ARE NORMAL AND ACCEPTED OCCURRENCES AND ARE NOT WARRANTED.

R) Acts of God. Customer agrees that all workmanship warranties will be void in the event of significant wind events including but not limited to hurricanes, tropical storms, cyclones, and tornadoes.

S) Deposit. Upon signing the contract, 50% of the total contract amount is due unless state law governs otherwise. The remaining balance is due upon acceptance of completed installation.

T) Miscellaneous. If there is an unpaid balance, at its discretion, Superior Fence may temporarily void the warranty (workmanship) until the unpaid balance is resolved.

Installation dates are approximate due to various circumstances such as weather, workload, obtaining building permits and utility locates. Superior will strive to install fencing in a timely manner, however, Customer may not cancel this contract due to rescheduling for circumstances beyond Superior's control.

Customer Agrees to allow Superior to include a 4"x6" or 3"x10" sign on Customer's Fence.

The price included in this proposal is firm for 15 days unless the contract is executed.

U) Subcontractors. Superior may, at its discretion, subcontract all or part of the labor required to complete the project.

V) Delays. Superior is not responsible for delays resulting from events beyond its control including, but not limited to the following: delayed contract execution, delayed deposit payment, Acts of God, change orders, governmental actions, manufacturing delays, damage to merchandise caused by third parties, labor strikes, any incorrect information you provide, legal encumbrances on your property, your property's nonconformance with zoning or building code requirements, hidden or unforeseen hazardous conditions on your property or your noncompliance with this Agreement. Further, Superior reserves the right to terminate this Agreement and to discontinue installation of your fence for any of the aforementioned conditions.

Superior Fence & Rail Contact Information:

Superior Detroit, Inc  
5930 Commerce Drive  
Westland, MI 48185  
(734) 336-2464

I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS: 



PLANNING & DEVELOPMENT DEPARTMENT  
2 WOODWARD AVE SUITE 808, DETROIT, MI 48226

# HISTORIC DISTRICT COMMISSION

# CERTIFICATE OF APPROPRIATENESS

**Application Number:** HDC2025-00422

**Effective Date:** 08/20/25

**Project Address:** 2200 Chicago Blvd

**Issued to:** Mario Moore  
2200 Chicago Blvd  
Detroit, MI 48206

**Historic District:** Boston-Edison

**Description of Work:**

Install wrought iron style aluminum fence and gate, and sliding gate at driveway, per the submitted application.



**With the Conditions that:**

A compatible wrought iron style fence and gate system will be selected instead of a wooden gate. A cut sheet confirming all details associated with the wrought iron style aluminum gate will be submitted for staff review and approval.

Pursuant to Section 5(10) of the Michigan Local Historic District Act, as amended, being MCL 399.205 (10) and Sections 21-2-57 and 21-2-73 of the 2019 Detroit City Code, and Detroit Historic District Commission (“DHDC”) delegation of administrative authority via Resolutions 97-01, 97-02, 98-01, 20-03, 21-04, and/or 21-07, as applicable, the staff of the DHDC has reviewed the above referenced application and hereby issues a Certificate of Appropriateness (“COA”) for the description of work, effective date above, as it meets the Secretary of the Interior’s Standards for Rehabilitation and the district’s Elements of Design

**For the Commission:**

Garrick Landsberg  
Director of Staff, Historic District Commission

PSR: Bilqees 250820BS

**Post this COA at the subject property until work is complete. It is important to note that approval by the DHDC does not waive the applicant's responsibility to comply with any other applicable ordinances or statutes.**