

ANN ARBOR HISTORIC DISTRICT COMMISSION

Staff Report

ADDRESS: 245 Murray Avenue, Application Number HDC21-335

DISTRICT: Old West Side Historic District

REPORT DATE: December 9, 2021

REPORT PREPARED BY: Jill Thacher, Historic Preservation Coordinator

REVIEW COMMITTEE DATE: Monday, December 6, 2021

OWNER

APPLICANT

Name: Claudia, Michael, Jamie Delp

Same

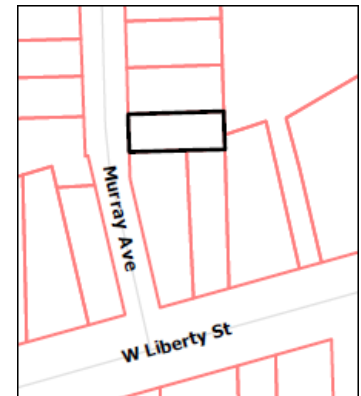
Address: 9877 Watertower Rd
Interlochen, MI 49643

Phone: (231) 276-9747

BACKGROUND: This 1 ¾ story end-gable cottage features a half-width centered front porch and shallow eaves. It has a very large rear addition, all of the windows have been replaced and several window openings on the original part of the house have been enlarged. The first occupant was William Collins, a driver for Ann Arbor Home Bakery, in 1911.



LOCATION: The house is located on the east side of Murray Avenue, north of west Liberty Street and South of West Washington St



APPLICATION: The applicant seeks HDC approval to
APPLICABLE REGULATIONS:

From the Secretary of the Interior's Standards for Rehabilitation:

- (1) A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
- (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.

- (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.

From the Secretary of the Interior's Guidelines for Rehabilitating Historic Buildings (other SOI Guidelines may also apply):

Windows

Recommended: Designing and installing additional windows on rear or other non-character-defining elevations if required by the new use. New window openings may also be cut into exposed party walls. Such design should be compatible with the overall design of the building, but not duplicate the fenestration pattern and detailing of a character-defining elevation.

Not Recommended: Introducing a new design that is incompatible with the historic character of the building.

Changing the number, location, size, or glazing pattern of windows, through cutting new openings, blocking-in windows, and installing replacement sash which does not fit the historic window opening.

Removing or radically changing windows which are important in defining the historic character of the building so that, as a result, the character is diminished.

Changing the historic appearance of windows through the use of inappropriate designs, materials, finishes, or colors which noticeably change the sash, depth of reveal, and muntin configuration; the reflectivity and color of the glazing, or the appearance of the frame.

Installing new windows, including frames, sash, and muntin configuration that are incompatible with the building's historic appearance or obscure, damage, or destroy character-defining features.

District or Neighborhood Setting

Not Recommended: Introducing new construction into historic districts that is visually incompatible or that destroys historic relationships within the setting.

Health and Safety

Recommended: Identifying the historic building's character-defining spaces, features, and finishes so that code-required work will not result in their damage or loss.

Complying with health and safety codes, including seismic code requirements, in such a manner that character-defining spaces, features, and finishes are preserved.

Not Recommended: Altering, damaging, or destroying character-defining spaces, features, and finishes while making modifications to a building or site to comply with safety codes.

From the City of Ann Arbor Design Guidelines:

Windows

Appropriate: Retaining and maintaining windows in good condition. Normal maintenance will include cleaning, sash cord replacement, limited paint removal, re-caulking where necessary, and new paint to make windows fully operable.

Not Appropriate: Changing the number, location, and size or glazing pattern of windows by cutting new openings, blocking-in, or installing replacement sash which does not fit the historic opening.

Safety Codes

Not Appropriate: Altering, damaging or destroying character-defining spaces, features, and finishes.

STAFF FINDINGS:

1. This house was rented out before a rental housing inspection determined that more light is required by city code in two upstairs bedrooms in the historic part of the house. Staff recommended skylights, which could most likely be installed with a staff approval, but the owners state in their application and have told staff by phone that they are unable to secure a contractor to do this work before next spring or summer. They therefore submitted this application to add two 14" x 48" sidelights to the existing bedroom windows.
2. This house is a contributing structure in the historic district but has had substantial modifications. A very large rear addition is flush with the historic house's sidewalls and its roof extends above the original roof ridge. On the front elevation, the front porch appears to be a replacement and the two pairs of street-facing windows do not have historic proportions. The north side elevation also appears to have windows added to make a triple window, and the 2nd floor window is oddly off-center and may have been shifted when the addition was built. All of the 2-sash windows have been replaced by casements and the front door is modern. The cladding and window trim are wrapped in aluminum.
3. The dimensions of the existing 2nd floor windows have been requested several times but not provided to date. When asked whether the sidelight windows would be installed in one enlarged opening with mullions or whether they would be separate, new openings, the applicant sent this reply: "Our builder said that our goal is to keep everything identical to the existing look of the windows, as the earlier provided drawings indicate. That is the intent. He can't really say with *absolute* certainty, until they can see what they are getting into when they begin working on the walls, what they can do. I know this doesn't exactly answer the question, but it is our hope we can go with the drawing."

4. The HDC will need to determine whether the proposed windows are appropriate, or whether they are visually incompatible or otherwise do not meet their design guidelines.

POSSIBLE MOTIONS: (Note that the motion is only a suggestion. The Review Committee, consisting of staff and at least two Commissioners, will meet with the applicant on site and then make a recommendation at the meeting.)

I move that the Commission issue a certificate of appropriateness for the application at 245 Murray Avenue, a contributing property in the Old West Side Historic District, to install narrow sidelight windows on both sides of the 2nd floor gable windows facing north and south, as proposed. The work is compatible in exterior design, arrangement, texture, material and relationship to the rest of the building and the surrounding area and meets the *Ann Arbor Historic District Design Guidelines*, especially those for windows and safety codes, and the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, in particular standards 1, 2, 9 and 10 and the guidelines for windows, neighborhood setting, and health and safety.

ATTACHMENTS: application, photos, window information, drawings

245 Murray Ave (November 2020 Google Streetview)





HISTORIC DISTRICT COMMISSION

PLANNING AND DEVELOPMENT SERVICES

City Hall: 301 E. Huron St. Ann Arbor, MI 48104-6120
 Mailing: P.O. Box 8647, Ann Arbor, MI 48107-8647
 Phone: 734.794.6265 ext. 42608 jthacher@a2gov.org
 Fax: 734.994.8460

OFFICE USE ONLY	
Permit Number	HDC# _____
	BLDG# _____
DATE STAMP	

APPLICATION MUST BE FILLED OUT COMPLETELY

PROPERTY LOCATION/OWNER INFORMATION			
NAME OF PROPERTY OWNER <i>Claudia, Michael, Jaime Delp</i>		HISTORIC DISTRICT	
PROPERTY ADDRESS <i>245 Murray Avenue</i>		CITY ANN ARBOR	
ZIP CODE <i>48103</i>	DAYTIME PHONE NUMBER <i>(231) 276-9747</i>	EMAIL ADDRESS <i>travel7429@aol.com</i>	
PROPERTY OWNER'S ADDRESS (IF DIFFERENT FROM ABOVE) <i>9877 Watertower Rd</i>		CITY <i>Interlochen</i>	STATE, ZIP <i>MI 49643</i>

PROPERTY OWNER'S SIGNATURE			
SIGN HERE <i>Claudia Delp</i>	PRINT NAME <i>Claudia Delp</i>	DATE <i>11-15-21</i>	

APPLICANT INFORMATION			
NAME OF APPLICANT (IF DIFFERENT FROM ABOVE)			
ADDRESS OF APPLICANT			CITY
STATE	ZIP CODE	PHONE / CELL # ()	FAX No ()
EMAIL ADDRESS			

APPLICANT'S SIGNATURE (if different from Property Owner)			
SIGN HERE <i>Claudia Delp</i>	PRINT NAME <i>x Claudia Delp</i>	DATE <i>11-15-21</i>	

BUILDING USE - CHECK ALL THAT APPLY					
<input type="checkbox"/> SINGLE FAMILY	<input type="checkbox"/> DUPLEX	<input type="checkbox"/> RENTAL	<input type="checkbox"/> MULTIPLE FAMILY	<input type="checkbox"/> COMMERCIAL	<input type="checkbox"/> INSTITUTIONAL

PROPOSED WORK
Describe in detail each proposed exterior alteration, improvement and/or repair (use additional paper, if necessary). <i>Please see attached</i>

DESCRIBE CONDITIONS THAT JUSTIFY THE PROPOSED CHANGES:
<i>Please see attached</i>

For Further Assistance With Required Attachments, please visit www.a2gov.org/hdc

The following is in response to **PURPOSED WORK** and **DESCRIBE CONDITIONS THAT JUSTIFY THE PROPOSED CHANGES**.

Dear Historic District Members,

We are respectfully requesting an exterior alternation for our home at 245 Murray. This alternation, providing more light into two bedrooms by adding additional windows, is necessary in order for us to comply with and abide by the laws of the City of Ann Arbor – Rental Housing.

Upon inspection by the City of Ann Arbor, they determined that the windows we have in two of the bedrooms are too small for the rooms, this determination based upon the square footage of the bedrooms. According to City guidelines, the current window sizes do not provide the minimum of 8% natural light required. In order, then, to comply with the City's law, the windows, and so light entering into the rooms, would need to be altered or improved. We had looked into skylights, but found that many builders, including those that have worked with the historical society, either no longer do skylights, or couldn't get to them until the spring or summer of 2022 at the earliest.

We are providing the following information to you for your approval.

Please see the attached:

1. Drawing of the elevation of the house, both left side (A) and right side (B), showing the existing windows, and the purposed windows. We wish to keep the existing egress windows and add 14 inch X 48 inch side light window to the sides, or right and left, of each of the existing windows, which would be necessary to meet light guidelines.
2. Photos of each existing windows, taken from both inside and outside.
3. Manufacturer's information for the new purposed windows, with drawings.

The exterior trim will be white wrapped metal to match the existing trim.

The homes on Murray Avenue are identical. However, our home is not the same style as any of the other homes on the street. Rather, it is at the end of the road, has a very different frame, roofline, windows, porch, no driveway, is aluminum sided, etc. We do not believe, and sincerely hope, that adding windows on the sides of the house would detract from the historic feel of the neighborhood. Nor will the windows or be visible from the street.

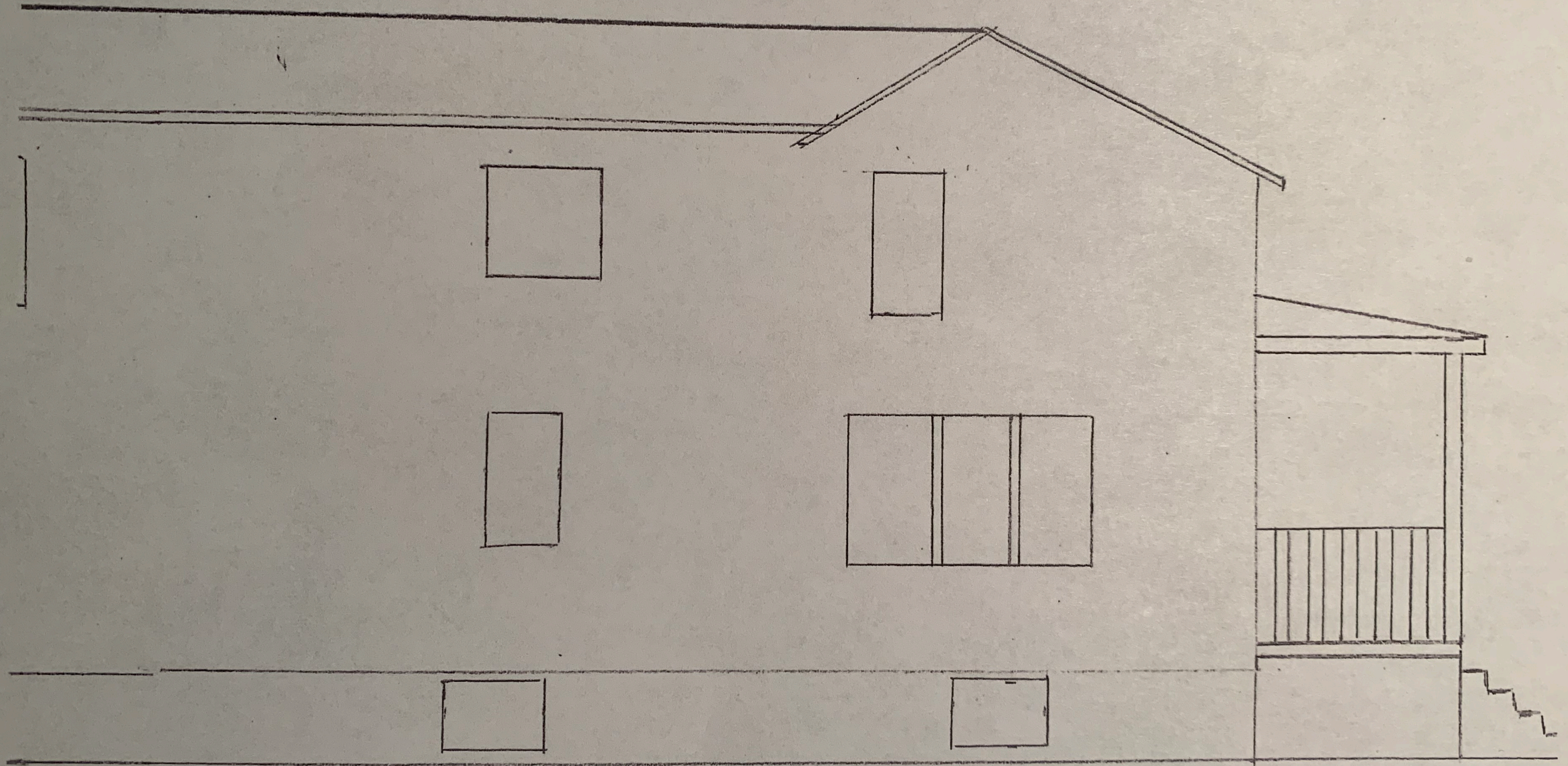
We lived in this home until Covid hit, and, as with many, it changed our living situation. We moved back home to Interlochen, where we were needed for child care. Meanwhile, in order to pay the mortgage and other expenses on this house, we needed to rent it out, which we were fortunate to do. And, at this point, we need to continue to do so.

Please grant us permission to enlarge the windows to allow more light into the bedrooms, so that we can comply with City law, and be allowed to rent out the house out as necessary.

Thank you for your time and consideration. It is very much appreciated.

Claudia and Michael Delp

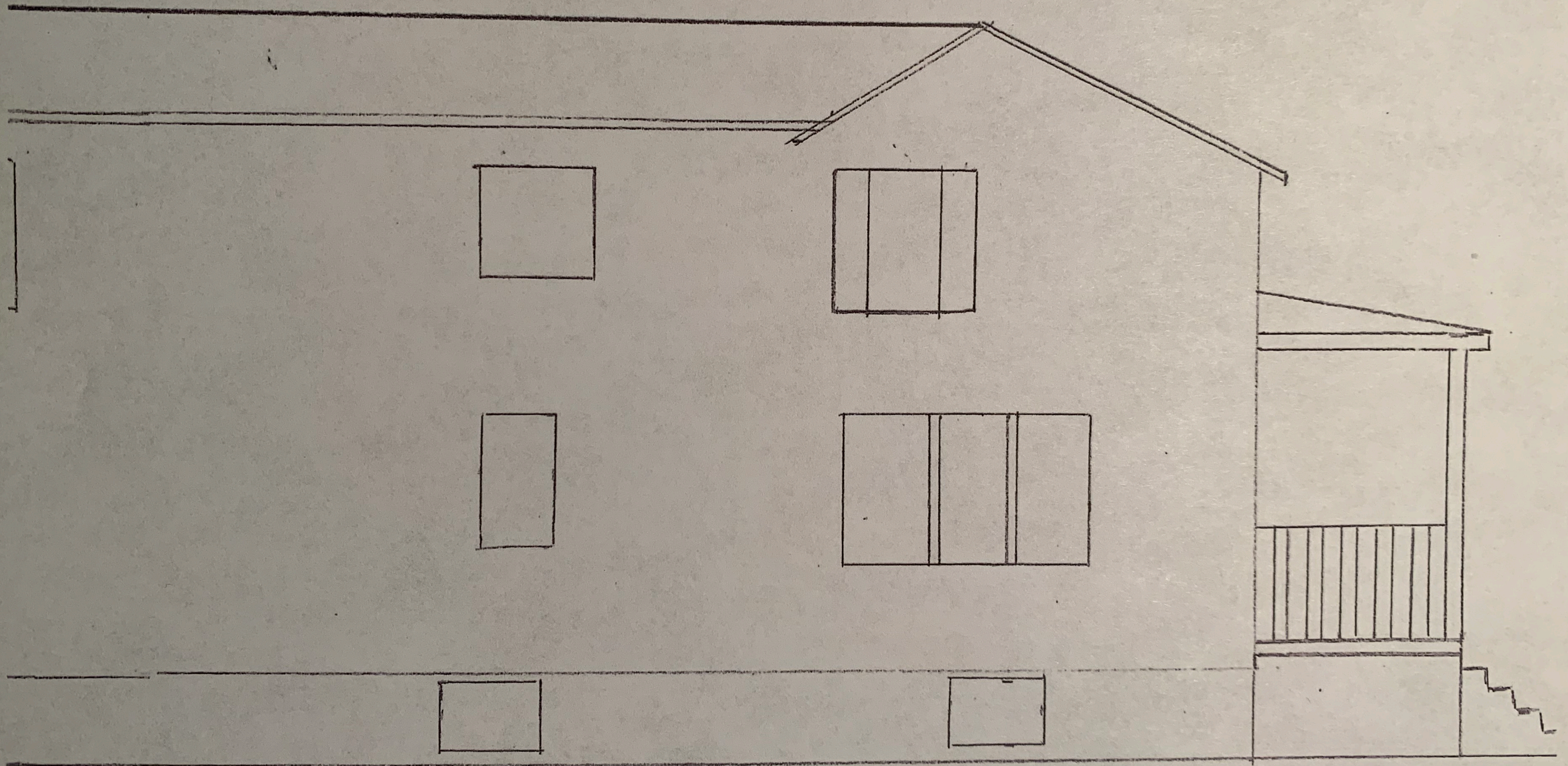
A - existing



245 Murray Existing Left Side Elevation

Scale 1/4" = 1'

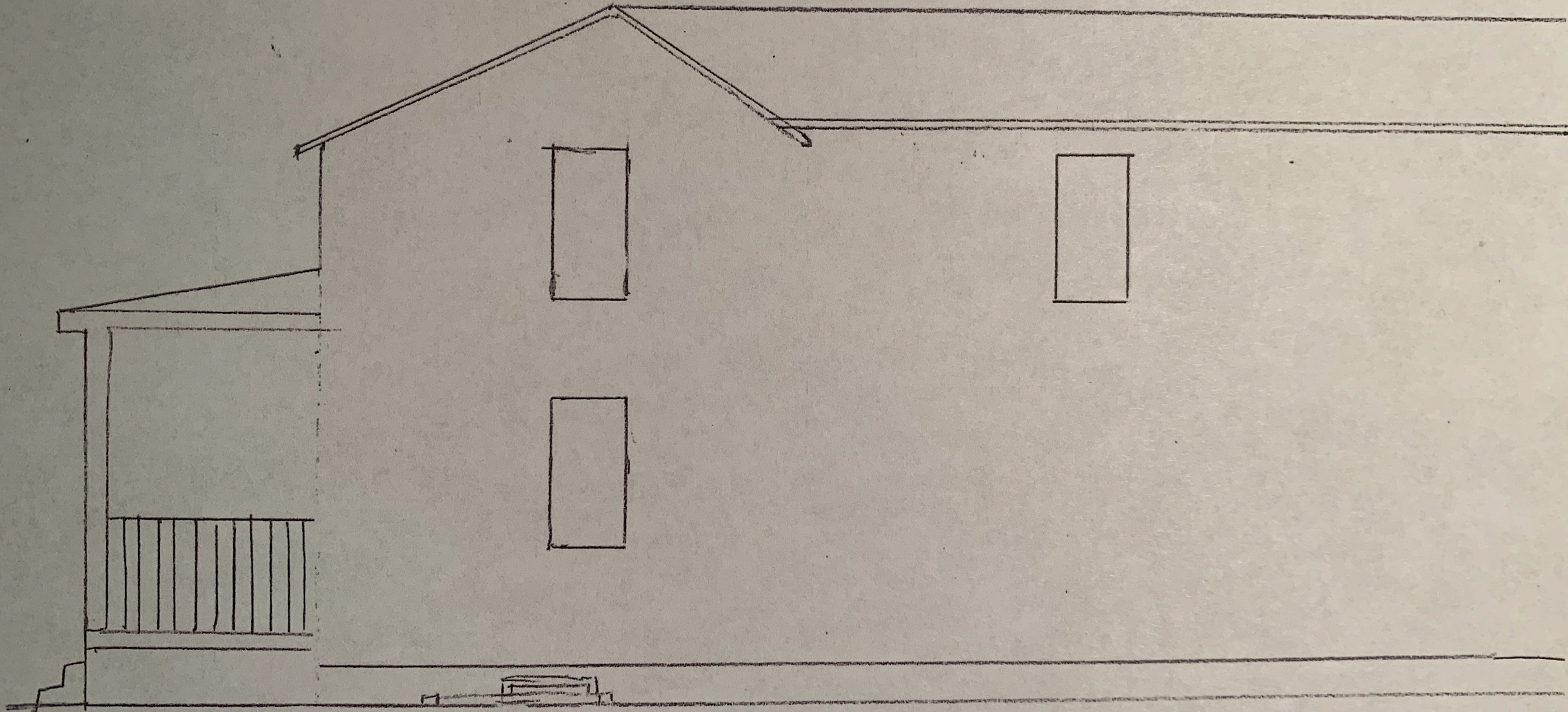
A - with new windows



245 Murray Proposed Left Side Elevation w/2 - 14" x 48" sidelights

Scale 1/4" = 1'

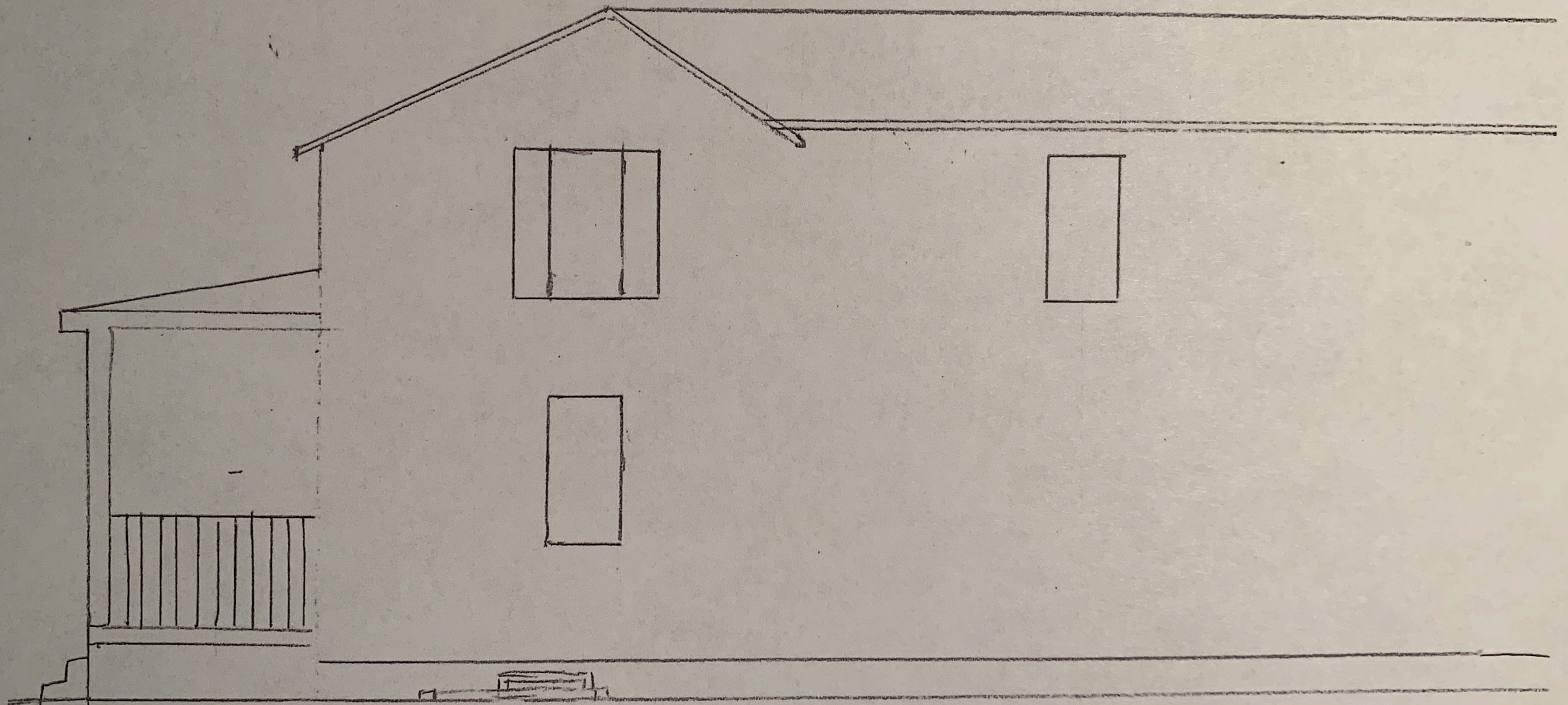
B-existing



245 murray Existing Right Side Elevation

Scale 1/4" = 1'

B - with new windows



245 Murray Proposed Right Side Elevation w/ 2 - 14" x 48" sidelights

Scale 1/4" = 1'













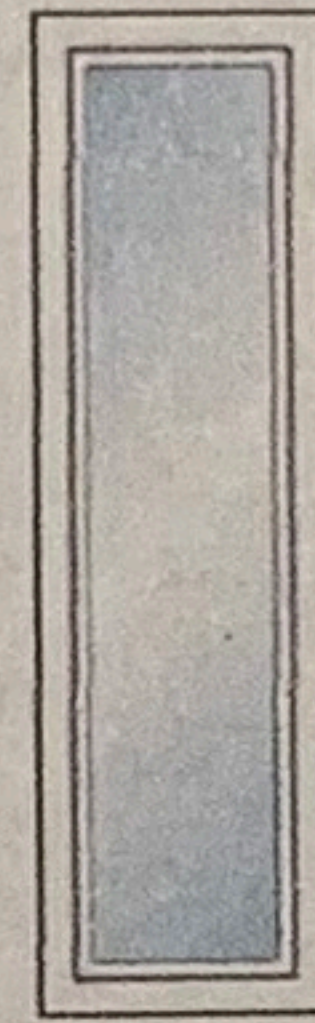
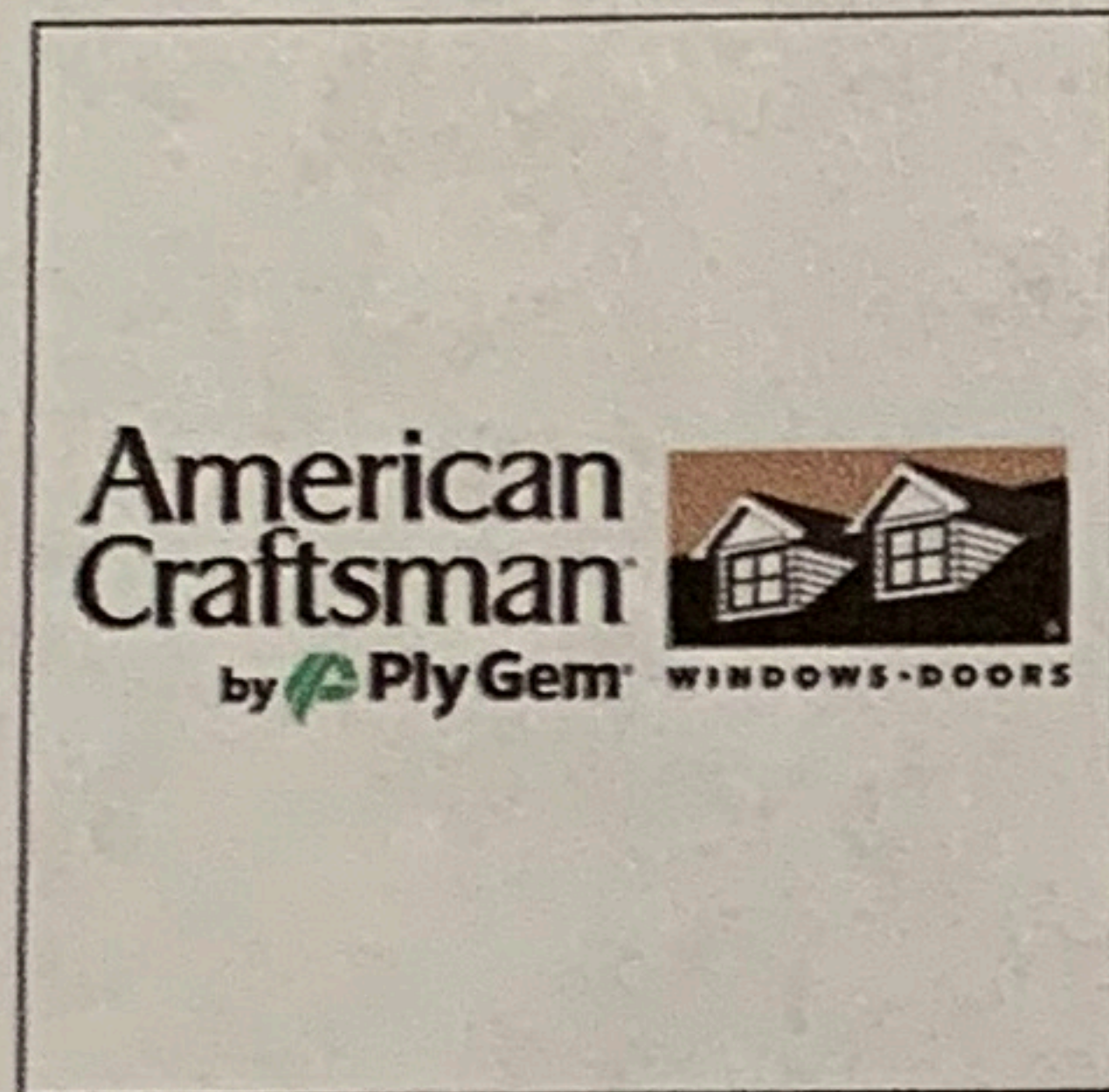
The Home Depot Special Order Quote

Customer Agreement #: H2721-223532

Printed Date: 11/17/2021

Customer: SHANE WOODRING Address: 102 SPRING ST NO 2 YPSILANTI, MI 48197 Phone 1: 734-276-7045 Phone 2: 734-276-7045 Email: SHANE_OTR@YAHOO.CO M	Store: 2721 Associate: BRETTE Address: 3300 CARPENTER RD YPSILANTI, MI 48197 Phone: 734-975-1029	Pre-Savings Total: \$794.60 Total Savings: (\$0.00) Pre-Tax Price: \$794.60
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All prices are subject to change. Customer is responsible for verifying product selections. The Home Depot will not accept returns for the below products.



Frame Width = 14
Frame Height = 48

Catalog Version 89

Line Number	Item Summary	Was Price	Now Price	Quantity	Total Savings	Total Price
100-1	50 Series Buck Picture Window-2051 , Fixed , 14 x 48 , White / White	\$198.65	\$198.65	4	\$0.00	\$794.60
Unit 100 Total:		\$198.65	\$198.65		\$0.00	\$794.60

Begin Line 100 Description

---- Line 100-1 ----

50 Series Buck Picture Window-2051
 Overall Rough Opening = 14 1/4" x 48 1/2"
 Overall Unit = 14" x 48"
 Installation Zip Code = 48197
 U.S. ENERGY STAR® Climate Zone = Northern
 ENERGY STAR Required = No
 Frame Width = 14
 Frame Height = 48
 Venting / Handing = Fixed
 Exterior Color = White
 Interior Finish Color = White

Performance Rating = PG35 / DP 50/50
 Glass Construction Type = Dual Pane
 Glass Option = Low-E
 High Altitude Breather Tubes = No
 Glass Strength = Standard
 Glass Tint = No Tint
 Specialty Glass = None
 Gas Fill = Air
 None
 Vinyl Sill Angle = Sill Angle

Head Expander = Yes
 Room Location =
 Unit U-Factor = 0.33
 Unit Solar Heat Gain Coefficient (SHGC) = 0.33
 U.S. ENERGY STAR Certified = No
 SKU = 238843
 Vendor Name = S/O SILVER LINE BLDG PRD
 Vendor Number = 60660514
 Customer Service = (888) 504-0005
 Catalog Version Date = 10/29/2021

End Line 100 Description



Limited Lifetime Warranty

Residential Vinyl Windows and Patio Doors

Subject to the terms and conditions stated herein, American Craftsman[®] window and/or patio door products (including mechanical parts, components and insulated glass), are warranted to be free from the following defects in manufacturing, materials and workmanship to the Original Purchaser for the lifetime of the product:

- Blistering, peeling, flaking, rotting or corrosion.
- Material obstruction of vision on the internal surfaces of the insulated glass unit caused by seal failure of the insulated glass unit.

In the event a failure occurs as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, American Craftsman, upon receipt of the original part/component/material or validation of the complaint, will at its option: 1) provide a new replacement part/component/material; or 2) provide a factory-authorized repair to the existing part/component/material; or 3) refund the purchase price or the retailer's/dealer's price at the time of the original purchase, whichever is less. American Craftsman reserves the right to require return of the defective part(s)/component(s)/material(s).

Patio Doors with Shades/Blinds in Insulated Glass

Subject to the terms and conditions stated herein, the shades/blinds in insulated glass (including insulated glass, shade/blind insulated glass seal and external control mechanisms attached to the glass) in American Craftsman[®] patio doors are warranted to be free from defects in manufacturing, materials and workmanship to the Original Purchaser for ten (10) years from the date of purchase from the dealer.

In the event a failure occurs as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, American Craftsman, upon receipt of the original part/component/material or validation of the complaint, will at its option: 1) provide a new replacement part/component/material; or 2) provide a factory-authorized repair to the existing part/component/material; or 3) refund the purchase price or the retailer's/dealer's price at the time of the original purchase, whichever is less. American Craftsman reserves the right to require return of the defective part(s)/component(s)/material(s).

Residential Vinyl Windows and Patio Doors in Commercial Applications

American Craftsman[®] windows and doors installed in a building operated as a multi-family dwelling or used for commercial purposes or rental properties such as schools, houses of worship, apartment complexes, government-owned structures, office buildings, etc., are warranted to be free from defects in manufacturing, materials and workmanship to the Original Purchaser for ten (10) years from the date of purchase from the dealer. In the event a failure occurs as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, American Craftsman, upon receipt of the original part/component/material or validation of the complaint, will at its option: 1) provide a new replacement part/component/material; or 2) provide a factory-authorized repair to the existing part/component/material; or 3) refund the purchase price or the retailer's/dealer's price at the time of the original purchase, whichever is less. American Craftsman reserves the right to require return of the defective part(s)/component(s)/material(s).

Limited Warranty for Exterior Color Finish

The color finish on the exterior components (frame, sash, panels, sills and grilles) on American Craftsman vinyl residential window and/or patio door products is warranted to the Original Purchaser to be free from manufacturing defects resulting in color fade greater than 5 delta E* (when measured in accordance with ASTM 2244) and free from blistering, cracking, peeling and any loss of adhesion for a period of ten (10) years from the date of purchase from the retailer/dealer.

What is not covered by this exterior color finish warranty: exterior colors of white, soft white, beige and sandtone; accessories and hardware, including insect screen frames and aluminum coil stock.

In the event there is a defect covered by this limited warranty for exterior color finish within the limited warranty period, American Craftsman, at its option, will: 1) refinish the product - labor is included (the finish will be applied with standard commercial refinishing techniques and may not be the same finish as originally applied to the product); 2) repair the product; 3) provide replacement part(s) or product(s) to the American Craftsman retailer/dealer you specify - labor is not included; or 4) refund the purchase price or the retailer's/dealer's price at the time of the original purchase, whichever is less.

*Technical measurement of color fade

What is NOT Covered by This Limited Warranty

Product failure or damage due to the following:

- The improper installation of the product.
- The improper application or use of the product.
- The occurrence of accidents, vandalism, fire, floods, acts of God including, but not limited to, earthquakes and hurricanes.
- Any modification or alteration to the product.
- The failure to perform reasonable and necessary maintenance on the product.
- The neglect, abuse, improper handling and/or improper storage of the product.
- Exposure of the product to excessive heat and/or cold beyond naturally occurring conditions.
- Stresses caused by building defects or settlement or movement of the structure in which the product is installed.

- The application of harmful cleaning solutions or products including, but not limited to, acetone, petroleum products or abrasive compounds.
- Misalignment of grilles/muntins of 1/8" or less from appropriate position.
- Slight fading and/or color variations caused by normal aging or weathering.
- Torn or ripped insect screens for any cause whatsoever.
- The improper removal of any permanent warning or identification labels from the product or products.
- The rusting or corrosion of non-vinyl products or components due to the close proximity to coastal areas unless the product is composed of appropriate stainless steel or other non-corrosive hardware.
- Installation of the product or products outside of the 48 contiguous United States.

Additional Items Excluded From This Limited Warranty

- Minor blemishes in the glass that do not significantly impair the structure or vision through the glass, including glass curvature.
- Color variation or variations of the glass.
- Glass breakage for any cause or any reason.
- Damage due to exposure to stresses arising from glass surface temperature differentials or caused by building settlement or movement.
- Condensation on the external surfaces of the window and/or glass, which may occur as the natural result of humidity and interior/external temperature differentials.
- Damage due to the transportation or installation of the glass product or products at altitudes in excess of 3,500 feet above or below point of manufacture unless equipped with capillary or breather tubes.
- The very gradual, natural migration of inert gas used in insulated glass units.
- Improper application, alteration, modification, or use of the insulated glass units, including the application of aftermarket films.

For quality assurance purposes, all window and patio door products should be inspected by the Original Purchaser prior to, at the time of installation, or upon transfer of title to the Original Occupant.

General Conditions and Exclusions

The limited warranty set forth in this document is the only express warranty (either written or oral) applicable to American Craftsman[®] windows and doors, and no one is authorized to modify or expand this limited warranty. All warranty claims must be made during the applicable warranty period.

ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATION, BUT IN NO CASE WILL EXTEND BEYOND THE TERM OF THE LIMITED WARRANTIES SET FORTH ABOVE. AMERICAN CRAFTSMAN EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE, AND ITS LIABILITY WILL IN ALL INSTANCES BE LIMITED TO THE REPAIR OR REPLACEMENT OR REFUND OF THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts and/or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. These warranties give you specific legal rights and you may also have other rights which vary from state to state.

The warranties cover replacement parts, components and/or materials only, and American Craftsman does not assume any expense or responsibility involved with the removal and/or reinstallation of any replacement parts, components or materials. American Craftsman reserves the right to discontinue the model or models manufactured under these warranties. Any discontinued parts, components or materials may be replaced with an equivalent part at the sole discretion of American Craftsman. American Craftsman is not responsible for any color variation in the replacement part, component or material. American Craftsman is not responsible for any window or door which has been modified in any manner to accommodate an alarm system which may be attached to the product nor is it responsible for the reconnecting of the window or door to the alarm system. American Craftsman reserves the right to inspect any and all products with alleged defects in the field. Field visits may result in service charges for non-warranty inspections.

ELIGIBILITY REQUIREMENTS

Enforceability of the warranties set forth above is limited to the Original Purchaser. The term "Original Purchaser" as used in this limited warranty means:

- That individual, individuals or entity who or which took original title to the premises or are the original occupants of the structure in which the product was installed.

Claim Procedure

To make a claim under this Limited Warranty, contact us at:

American Craftsman Window and Door Company
Attn: Warranty Department
P.O. Box 6029
North Brunswick, New Jersey 08902-6029

You may also contact us on our web site at www.americancraftsmanwindows.com or reach us by phone at 888-504-0005.

You can help us serve you faster by providing the following important information:

- Description of the product such as the exterior color, unit type and size and inside visible glass measurements.
- Product information from the product label.
- Description of product concerns.
- Documentation of the purchase date, if available.
- Original purchaser's name, address (with zip code) where the product is installed and telephone numbers.

NON-TRANSFERABILITY: The warranties described above are non-transferable and limited to the Original Purchaser as described above.

If any part of the warranties described above is void or unenforceable in any State of the United States, the remaining portions will nonetheless continue in full force and effect.