



Figure 8- Structures with unpermitted wood roofs immediately adjacent flammable vegetation. (See also Figure 9)



Figure 9- Close-up from Figure 8 showing significant deposition of highly flammable and dry debris on unpermitted wood roof.



Figure 10- Overview showing significant flammable vegetation within project area.



Figure 11- Overview showing significant flammable vegetation within project area.



Figure 12- Overview showing significant flammable vegetation within project area.



Figure 13- Slope in project area with significant flammable vegetation and dry, flammable debris. (See Figure 14)



Figure 14- Upper portion of slope from Figure 13 showing house, upper left, with unpermitted wood roof completely encompassed by flammable vegetation.



Figure 15- House, from upper left of Figure 14, at top of slope with dry, flammable. Different view.

**NEW
CORRESPONDENCE
FOR
SEPTEMBER 11, 2006
CITY COUNCIL MEETING**

Jomsky, Mark

From: Damon Herring [DHerring@mparchitects.com]
Sent: Tuesday, August 08, 2006 4:14 PM
To: Jomsky, Mark
Subject: Vista del Arroyo - additional submittal documents

Hi Mark,

We are still collecting information regarding our appeal. I would like to include some additional information regarding the fire retardant wood shingles and their testing results for the city councilmembers to have in their information package.

attached PDF files

Additional information is still forthcoming.

Regards,

Damon

Damon Herring
Elizabeth Moule & Stefanos Polyzoides
Architects and Urbanists
180 E. California Blvd.
Pasadena, California 91105
(626) 844-2400

8/8/2006

Cedar is Safe and Legal in California

Chemco is the only fire retardant for cedar shakes and shingles listed by the California State Fire Marshal.



California State Building Code - Title 24

FIRE-RETARDANT SHAKES AND SHINGLES are now approved for use in California. Title 24 Building Code is now regulated by the fire code. The new products are fire retardant treated and have been approved by the Standard 1502 for use on Class A, B, and C products and meet the requirements of the California State Fire Marshal. A bundle of treated cedar shakes and shingles shall bear the label "ICBO Approved for use on Class A, B, and C products" and the label shall indicate that the product complies with ICBO EFS-5 and EFS-6.

National Evaluation Service, Inc.
#8004 - ICBO-ES - SBCC Public Safety Testing
National Evaluation Report: NER-215

California Department of Forestry & Fire Protection
California State Fire Marshal Listing Service
Listing File: 04150-1450-100-01-01-01-01

State of California Health and Safety Code

Section 101207.1

1. The building materials shall be tested in accordance with the California State Fire Marshal's test method for at least five days of the 10-year natural weathering test.

2. The 10-year natural weathering test required for this section shall be performed under conditions of natural weathering for 1040 hours of the Uniform Building Code test procedure approved by the State Fire Marshal.

FTX fire retardant cedar shakes and shingles have earned approval by all model building codes in the United States.

Approvals:

National Evaluation: NER-215
ICBO Evaluation: ERS-540-1

Standards:

UBC Standard #1507
ASTM E108
UL 790

Listings:

California State Fire
Marshal #04150-1450-100
Cedar Shake and Shingle Bureau

CHEMCO

Distributed by

Chemco, Inc., P.O. Box 1450, Berkeley, California 94701, (415) 841-1450

Reply to: 4710 (ETR 4-3)

Date: March 23, 1989

Mr. Fred Cook
Benzner, Kline, Golin/Harris Co.
261 South Figueroa Street
Suite 250
Los Angeles, CA 90012

Dear Mr. Cook:

Enclosed is a brief summary of our research on the durability of fire-retardant-treated shingles after 10 years of outdoor exposure. As you can see by the picture, nearly all of the fire-retardant-treated shingles passed the Class C burning-brand test. The only shingles that failed were treated with an interior fire retardant chemical and followed by application of a water repellent. The water repellent did not prevent the fire retardant chemicals from leaching out.

In my opinion, fire retardant treatments that pass the 10 year weathering test have passed through the most crucial stage in the weathering process. We would expect similar results if the shingles had been weathered for 15 or 20 years. After the first five years, the fire retardant chemicals are only lost through the defiberation of the wood fibers.

I hope this information is useful. Please call me if you have any questions.

Sincerely,

Susan L. LeVan

SUSAN L. LeVAN, Project Leader
Fire Safety of Wood Products

Enclosure: Techline



TEST DEMONSTRATIONS
CONDUCTED ON
16-YEAR-OLD PRESSURE-IMPREGNATED CEDAR SHAKES

DATE: October 16, 1990

TESTING LOCATION: United States Testing Company, Inc.
City of Commerce, CA

MATERIALS: Class C fire-retardant cedar shakes which had been applied to a home in Malibu, CA in 1974 were removed and subjected to the same series of UL 790 tests that new pressure-impregnated shakes must pass.

TESTS PERFORMED: CLASS C BURNING BRAND

OBSERVATIONS:

<u>Minutes</u>	
4:00	Surface ignition of 1st course at brand location
8:00	Slight flaming and surface charring at brand location
17:20	Brands consumed
17:21	Test concluded when all brands extinguished without surface ignition

RESULTS: The 16-year-old Class C fire-retardant pressure-impregnated cedar shakes passed every single Class C test.

Following the successful Class C tests, the 16-year-old shakes were exposed to the more severe Class B, and performed convincingly.

Fire-retardant pressure-impregnated cedar shakes retain their protective fire-retardancy after years of exposure to harsh weather conditions in high fire areas.

**EXTERIOR FRW (Shake/Shingle Roofing)
(ASTM E-108, UBC 15-2, UL 790, NFPA 256)**

ASTM E-108 & UBC 15-2 Spread of Flame Test:

Designed to simulate a fire spreading across the field of the roof, up and over the eaves. Wind velocity - 12 mph, gas flame temperature around 1400° F, test incline 5:12, test duration 10 minutes. Conditions of acceptance are no lateral spread of flame. For Class A, 2" maximum spread beyond impingement area, for Class B, 8" maximum spread beyond impingement area. Three test decks per material tested.

ASTM E-108 & UBC 15-2 Intermittent Flame Test:

Designed to simulate the thermal shock and surface cooling of a roof covering with possible cracking and exposure, resulting from the ebb and flow of fire up and over the eaves.

Wind velocity 12 mph, gas flame temperature around 1400° F, test deck incline 5:12, test duration, Class B - 8 cycles gas flame on 2 minutes, Class A - 15 cycles gas flame on 2 minutes, off 2 minutes. Conditions of acceptance are, Class A and B no penetration of the test deck, no exposure of roof deck by breaking, sliding, cracking, or warping of test material, no flying brands produced. Three test decks per material tested.

ASTM E-108 & UBC 15-2 Burning Brand Test:

Designed to simulate burning material blown or fallen onto the roof. The Class B brands are made from strips of kiln-dried Douglas Fir, forming a grid of 6" square and 2 1/4" thick. Class A brands are made from strips forming a grid 12" by 2 1/4" thick. The brands are ignited and placed on the most vulnerable locations on the test decks. Wind velocity and test deck incline are the same as in previous tests. Six test decks with one brand each for Class A. Three decks with two brands each for Class B. Conditions of acceptance are Class A and Class B no penetration of the test deck, no exposure of the roof deck, no flying brands produced.

ASTM E-108 & UBC 15-2 Flying Brand Test:

Designed to test the possibility of a shake or shingle roof producing flying brands capable of igniting combustible material. Wind velocity 12 mph increased to 18 mph after gas flame application for shake decks. Gas flame temperature around 1400° F, test duration 10 minutes for Class B, 20 minutes for Class A. Conditions for acceptance are no flying brands produced. Three test decks per material tested.

ASTM D-2898 Accelerated Weathering (Method A) & UBC 15-2 Rain Test:

The rain test exposes the test decks to severe weathering conditions to explore the possibility of leaching the FR chemicals from the shakes and shingles. Six test decks of each material are placed in a test chamber at an incline of 4:12. The test decks are exposed to 12 one week conditioning cycles. Each cycle consists of 96 hours of water exposure followed by 72 hours drying time at 1400° F (the equivalent of over 800 inches of rain during the 12 week period). Following the week rain heat cycling, the decks are subjected to the Intermittent Flame Burning Brand, and Flying Brand tests with the same acceptance conditions as the initial tests.

ASTM D-2898 Modified Accelerated Weathering (Method B) & ICBO AC 107 Amended Rain Test:

ICBO has developed a more severe amended test. It increases exposures for six decks to three conditioning cycles per day, totaling 252 eight hour cycles (consisting of 4 hours of water exposure and 4 hours of drying) during the 12 week period and adds sunlamps for heat and ultraviolet (UV) exposure at drying temperatures of 145 to 155° F. About 1.6 million gallons of water are used during the 12 week test. After 12 weeks of cycling the decks are re-tested as noted above with the same acceptance conditions as the initial tests.

UBC 15-2, UL 790, NFPA 256 Natural Weathering Tests:

This test exposes the test material/decks to actual weather conditions over a ten year period (ten year standard adopted by all major codes as sufficient indicator of durability of treatment process for essentially the useful life of the material). Fifteen test decks of each material are placed outside at an incline of 5:12 facing south. After each of one, two, three, five and ten years of exposure, three test decks of each tested material are conditioned to a moisture content of between 8 and 12% and re-tested under the Intermittent Flame, Burning Brand, and Flying Brand tests. The same acceptance criteria is used as in the initial fire tests.

DISCLAIMER: The Western Wood Products Institute publishes the information contained herein to facilitate, but not to constitute, scientific and engineering information and is not intended for general information purposes. In furnishing this information, the Institute makes no warranty or representation, either expressed or implied, as to the reliability, accuracy, or completeness of such information, nor does the Institute assume any liability resulting from use of or reliance upon the information by any party. This information should not be construed as a specific endorsement or warranty, direct or implied, of treated wood products or preservatives, in terms of performance, environmental impact, or safety. If information contained herein should not be construed as a recommendation to violate any federal, provincial, state or municipal law, rule or regulation, or any state party's best practices, it is the user's responsibility to consult with the appropriate regulatory agencies prior to using or marketing treated wood products.



SaferWood

A Safer Home With SaferWood



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Chemco Limited Lifetime Warranty

Thanks to CHEMCO's Fire Limited Lifetime Warranty, Fire-treated cedar is more attractive than ever. It is one of the most comprehensive in the industry, as it is free and transferable.

So ask your roofer about installing a roof with Fire-treated cedar shakes and shingles, from CHEMCO.

PRODUCTS AND PERSONS COVERED

This Limited Warranty (the "warranty") covers wood shakes and shingles ("warranted product") for roofing purposes which have been certified by CHEMCO, Inc. ("CHEMCO") as having been treated for fire retardation. The warranty is extended to the original home/building to which warranted product is applied and is sold by the original owner, the warranty may be transferred to the new owner (the "new owner"). Under no circumstances may the warranty be transferred to any other person or entity.

TERMS OF LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, CHEMCO warrants to the original owner or new owner that the warranted product, as evidenced by a certification label placed thereon, will meet the fire retardation standards as set forth in Uniform Building Code Standard No. 32-7, Fire Retardancy of Roof-Covering materials (the "standard"), for its useful life.

REMEDIES

If a warranted product fails to meet the standard, then CHEMCO, upon receiving a bona fide warranty claim, will, subject to the limitations and exclusions set forth below, furnish and install replacement warranted product. This remedy is the exclusive remedy available under this warranty.

LIMITATIONS & EXCLUSIONS

This warranty shall not be effective unless each and every bundle of warranted product applied to the roof or exterior wall carries a CHEMCO label. This warranty does not cover:

- 1) Improper Installation.** Warranted product's failure due to improper installation or application not in accordance with the specifications of the Cedar Shake & Shingle Bureau's New Roof Construction Manual or Exterior & Interior Wall Manual;
- 2) Tear-Off and Other Costs.** Tear-off (warranted product removal) costs, or the costs of installing, repairing or replacing, venting, metal work, flashings, underlayments, fasteners or other related materials;
- 3) Unapproved Use.** Warranted product that is used for any purpose other than roofing or exterior wall siding;
- 4) Extended Risks.** Warranted product's failure due to hurricane, tornado, hail, lightning, flood, explosion, mudslide, earthquake, volcanic eruption, falling objects, aircraft, vehicles, accidents, riots, civil commotion, war or acts of God;
- 5) Improper Maintenance.** Warranted product's failure due to buildup of moss, leaves, needles,

branches or other debris, power washing and application of oils or other foreign substances and lubricants;

6) Paints or Coatings. Warranted product's failure or damage caused by paints, coatings or other solutions; or

7) Modifications. Warranted product's failure due to repairs or alterations made to the roof or walls after their original installation.

DISCLAIMER & LIMITATION OF LIABILITY

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN, CHEMCO DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS REGARDING ANY SPECIFIC FIRE RETARDATION QUALITIES OR CHARACTERISTICS OF THE WARRANTED PRODUCT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CHEMCO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PERSONAL OR PROPERTY DAMAGES (INCLUDING DAMAGES TO THE BUILDING OR ITS CONTENTS, OCCUPANTS OR INSTALLERS) RESULTING FROM WARRANTED PRODUCT COVERED BY THIS WARRANTY OR THEIR INSTALLATION. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

WARRANTY REGISTRATION

This warranty is effective upon proper warranty registration with CHEMCO and the issuance of a warranty acknowledgment by CHEMCO to the original owner or new owner. To register a warranty, the original owner must submit a completed warranty registration form to CHEMCO within thirty (30) days after installation of the warranted product. Upon receipt of the complete warranty registration form, together with all materials required from the installer, CHEMCO will issue a warranty acknowledgment card to the original owner. To transfer the warranty to a new owner, the original owner must request a warranty transfer form by writing CHEMCO, Incorporated, P.O. Box 875, Ferndale, Washington 98248 within thirty (30) days following the sale of home/building to which warranted product is applied. Upon receipt of completed warranty transfer form, CHEMCO will issue a warranty acknowledgment card to the new owner.

CLAIM PROCEDURE

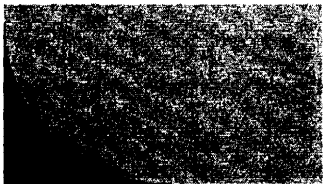
To make a claim under this warranty, the original owner must, within thirty (30) days after discovery of alleged defect to which the claim relates, send a written description of the claim along with copies of the warranty registration form and warranty acknowledgment card to:

CHEMCO, INC. P.O. BOX 875 FERNDAL, WA 98248

CHEMCO reserves the right to have a representative inspect all warranted products that are claimed to be defective under the terms of this warranty. Any alteration, removal, or repair of material claimed to be defective prior to settlement of the claim shall bar any right to seek relief under this warranty.

ENTIRE WARRANTY

This document contains the entire warranty and may not be altered by any wholesaler, dealer, installer, contractor, representative, or manufacturer. Of course, any wholesaler, dealer, installer, contractor, representative, or manufacturer is free to offer its own independent warranty.



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CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
FIRE ENGINEERING - BUILDING MATERIALS LISTING PROGRAM
LISTING SERVICE

LISTING No. 4150-1450:100 Page 1 of 1

CATEGORY: Roof Covering, Wood Shakes/Shingles

LISTEE: Chemco, Inc., 4191 Grandview Road, Ferndale, WA 98248
Contact: Philip Favro (916) 962-1066 FAX (916) 965-9357

DESIGN: Model FTX and CedarPlus *Durashake, *FST, and *Chemco pressure treated, No. 1 Grade Western Red Cedar shakes and shingles. Shakes and shingles, having a maximum moisture content of 25%, are pressured treated with Chemco's proprietary FTX fire retardant chemical. Refer to National Evaluation Service (NES) Report No. NER-215 *(March 1, 2000) and *ICBO-ES Report No. ER-5404 (December 1999) for additional detailed product description and installation considerations.

RATING: Class B and C

INSTALLATION: In accordance with listee's printed installation instructions, applicable codes & ordinances and in a manner acceptable to the authority having jurisdiction.

Class B and C shakes and shingles are applied over 1/2" thick CDX plywood with exterior glue *or spaced sheathing of 1" x 4" lumber, and a listed asphalt-saturated felt underlayment and interlayment. Spacing between shakes and shingles shall not be less than 3/8" nor more than 5/8". The roof valley flashing shall be fabricated of not less than No. 28 Ga. galvanized sheet corrosion-resistant metal applied over at least Type 15 felt. Hot-dipped zinc-coated *fasteners shall be used.

*For Class A assemblies, Class B shakes and shingles shall be applied over 1/4" Dens-Deck (a glass-faced gypsum roof board), or a minimum approved and listed 72-lb mineral surface fiberglass cap sheet installed over solid or spaced sheathing as described for Class B and C. The Dens-Deck shall be fastened with a minimum four fasteners per board and the cap sheet shall be installed with a 2-inch overlap on sides and ends. The use of the Class A assembly is subject to the final approval of the authority having jurisdiction.

MARKING: Listee's name, model number, classification, and CSFM label.

APPROVAL: Listed as Class B and C, pressure treated red cedar shakes and shingles when installed on minimum roof slopes of 4:12 and when used as part of a Class A assembly as described under Installation Section above. Class B shakes and shingles may be used on minimum roof slopes of 3:12 when at least listed Type 15 felt underlayment is used and the installation is approved by the authority having jurisdiction.

*Rev. 11-15-2001



This listing is based upon technical data submitted by the applicant. CSFM Fire Engineering staff has reviewed the test results and/or other data but does not make an independent verification of any claims. This listing is not an endorsement or recommendation of the item listed. This listing should not be used to verify correct operational requirements or installation criteria. Refer to listee's data sheet, installation instructions and/or other suitable information sources.

Date Issued:

JUNE 22, 2006

*Listing Expires **June 30, 2007***

Authorized By:

DIANE K. AREND, Senior Deputy
Program Manager

HISTORIC BUNGALOWS

LOW FIRE ZONE

MODERATE FIRE ZONE

HIGH FIRE ZONE

S Orange Grove Blvd

S Grand Ave

Ellis St

Arbor St

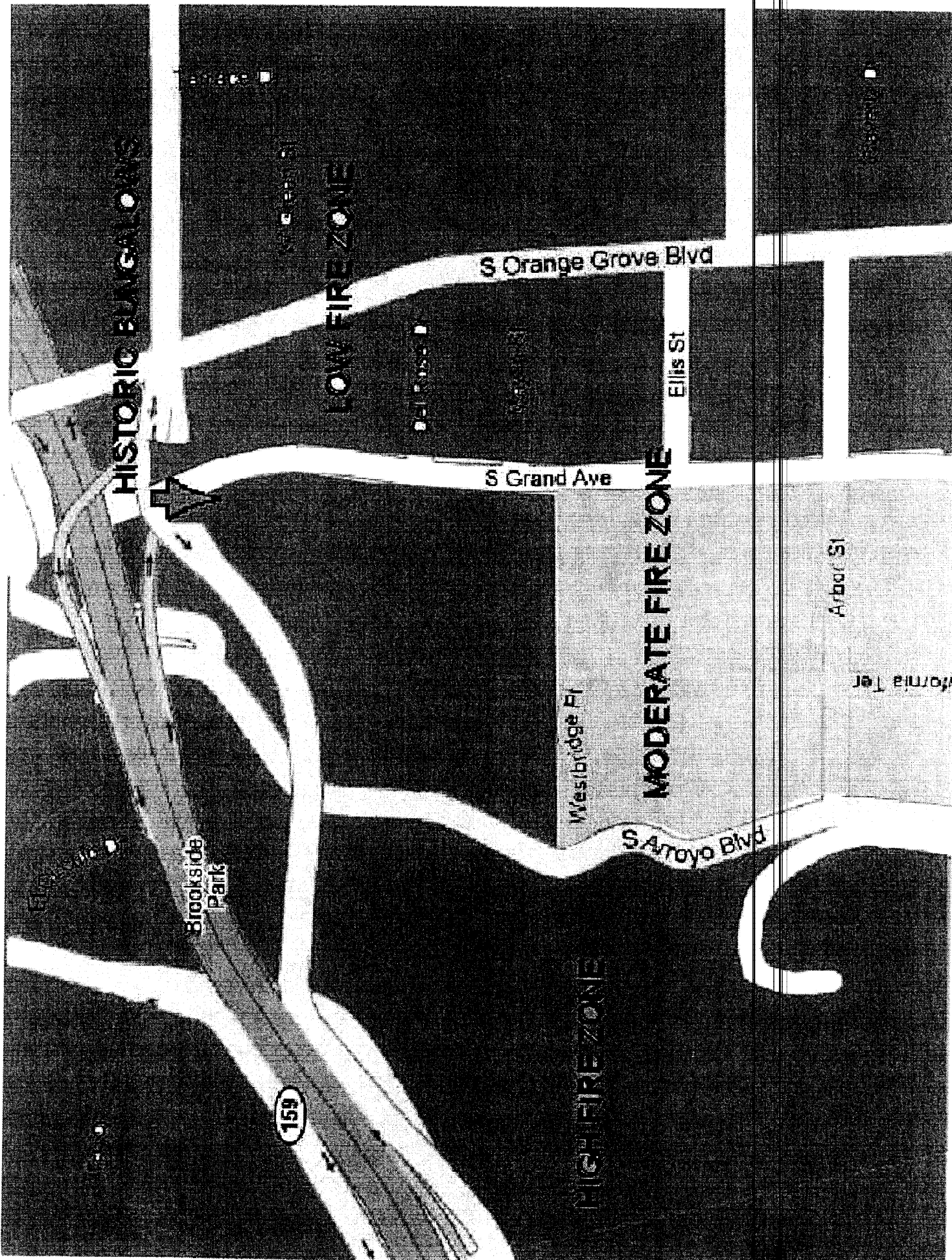
Westbridge Pl

S Arroyo Blvd

Brookside Park

159

Forma Ter



Jomsky, Mark

From: Damon Herring [DHerring@mparchitects.com]
Sent: Thursday, August 10, 2006 1:56 PM
To: Jomsky, Mark
Subject: Vista del Arroyo - additional information

Hi Mark,

I have attached our attorney's response to the city attorney's statement for inclusion in our information package to the city council.
(3 page letter in PDF format)

Regards,

Damon

Damon Herring
Elizabeth Moule & Stefanos Polyzoides
Architects and Urbanists
180 E. California Blvd.
Pasadena, California 91105
(626) 844-2400

8/14/2006

LAW OFFICES OF
COLLINS, COLLINS, MUIR & STEWART, LLP

MICHELE L. GAMBLE
mgamble@ccmslaw.com

1100 EL CENTRO STREET
POST OFFICE BOX 250
SOUTH PASADENA, CALIFORNIA 91030

(626) 243-1100
FAX (626) 243-1111

ORANGE COUNTY OFFICE
520 NEWPORT CENTER DRIVE,
SUITE 200
NEWPORT BEACH, CA 92660-8002
(949) 718-4800
FAX (949) 718-4801

August 9, 2006

VIA FACSIMILE: (626) 744-4190

Frank L. Rhemrev, Esq.
Pasadena Assistant City Attorney
215 North Marengo Avenue
Pasadena, CA 91101

Re: 3 S. Grand Avenue, Vista del Arroyo Historic Bungalows
Our File Number: 16292

Dear Mr. Rhemrev:

This letter serves as a follow-up to our conversation of August 2, 2006 and supplements my letter to you dated July 26, 2006.

You assert that California Health and Safety Code Section 18957 ("Section 18957") authorizes the City to maintain fire regulations that conflict with the State Historical Building Code ("SHBC"). However, I would like to bring to your attention to facts and law that will demonstrate why that reading of Section 18957 is inaccurate.

Section 18957 states, "Nothing in this part shall be construed to prevent authorized building or fire officials from the performance of their duties when in the process of protecting the public health, safety, and welfare." Building officials' duties include inspecting buildings and enforcing building codes. Fire officials' duties include fighting fires and enacting safety programs. Neither building officials nor fire officials' duties require them to enact municipal codes. It is the duty of the city council to enact municipal codes. See Pasadena Charter § 301; Pasadena Municipal Code Title 2, Article 1, Chapter 2.05. However, Section 18957 does not include references to city government, so it does not grant city government the authority to enact fire regulations that contradict the SHBC. Accordingly, Section 18957 cannot be interpreted to justify the City's position.

Frank L. Rhemrev, Esq.
August 9, 2006
Page 2

Moreover, the City's reading of Section 18597 makes a later section redundant, making it impossible that the legislature intended the City's reading of the law. Section 18959 of the Health and Safety Code provides a four-step process that municipalities must follow in order to enact local regulations that deviate from the SHBC. If the legislature's intent were to allow municipal building and fire officials to amend the SHBC at will, as the City suggests, then it would not have enacted section 18959. Therefore, the City's reading of section 18957 is incorrect and cannot be used to justify the City's current regulations, which contravene the SHBC. Accordingly, the City must apply the SHBC to the Vista Arroyo Bungalows and must allow the wood shake roofs to remain.

The applicability of the SHBC regulations to the Vista Arroyo Bungalows is further bolstered by the fact that statewide fire safety regulations defer to the SHBC as to designated historic buildings. See California Health & Safety Code §§ 13132.7, 18951. Statewide fire regulations preempt local ones. See Danville Fire Protection District v. Duffel Financial and Construction Co., (1976) 58 Cal. App. 3d 241. Local governments may not enact local building-related fire safety standards that are more stringent than state standards. See id. Accordingly, because state fire safety regulations defer to the SHBC, local governments must also defer to the SHBC so that the local government will not have fire safety regulations that are more stringent than state fire safety regulations. It follows that the City of Pasadena must defer to the fire safety standards set forth in the SHBC and allow our clients to maintain the wood shake roofs.

In truth, the City's position as to the wood shake roofs is puzzling because it contradicts otherwise longstanding City policies, which encourage the use of the alternative SHBC standards. For your reference, I have attached a copy of a section of the City's website dedicated to the SHBC. The article states, "[t]he SHBC allows the use and reuse of historic building materials (e.g., adobe and wood shakes)." (emphasis added). It further states, "[l]ocal jurisdictions are mandated by State law to use the SHBC for qualified historic buildings." In other words, the City itself acknowledges that it must follow the SHBC and that the SHBC allows builders to use wood shakes on their buildings. Consequently, the City's position to date contravenes even its own stated policies.

Further, you asked if there was an Attorney General's opinion on point. There is. Attorney General's opinion No. 88.904 holds that cities and counties may not adopt building standards relating to fire and panic safety that are more stringent than the State Standards.

These are only some of the facts and law that support my client's position. The bottom line is that this project involves nationally recognized historical buildings that the law has established deserve special protection under the SHBC. The installed roofing systems fully comply with the SHBC. The City has presented no valid legal argument to support the position that the roofs should be removed. We find it remarkable that the City has elected to challenge these roofs; yet,

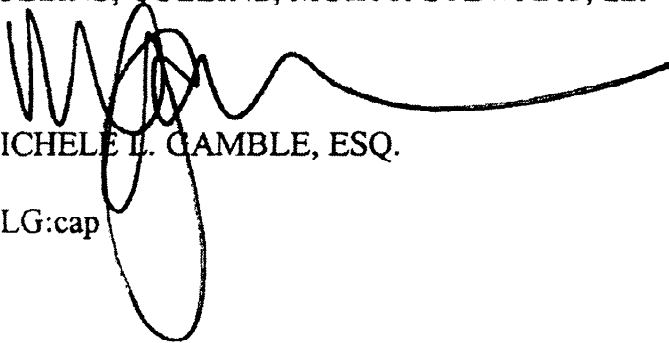
Frank L. Rhemrev, Esq.
August 9, 2006
Page 3

approve numerous other wood shingle roofs which appear to contradict Pasadena Municipal Code §1503, (see list we recently provided you), including the roof at 750 Prospect within the last few weeks. I continue to hope that we can work together to reach a solution that is agreeable to both my client and the City of Pasadena so that we may uphold our shared commitment to historic preservation and safety.

Please contact me to discuss this further.

Very truly yours,

COLLINS, COLLINS, MUIR & STEWART, LLP

A handwritten signature in black ink, appearing to read 'MICHELE L. GAMBLE', with a long horizontal flourish extending to the right.

MICHELE L. GAMBLE, ESQ.

MLG:cap



HISTORIC RESOURCES GROUP

July 31, 2004

RECEIVED
AUG - 5 2004
OHP
AR 8/9/04

Mr. Milford Wayne Donaldson
State Historic Preservation Officer
State of California
Department of Parks and Recreation
Office of Historic Preservation
P.O. Box 942896
Sacramento, California 94296-0001

Re: 125 S. Grand Avenue, Pasadena, CA - Vista del Arroyo Bungalows

Section 106 Review

Dear Mr. Donaldson:

Construction of the project that you reviewed last year is in progress. We request your concurrence regarding the replacement of mineral granule surfaced asphalt composition roof shingles (simple three-tab type) with a synthetic product that simulates wood shakes. The project description that you reviewed previously proposed to use wood shakes as a replacement.

Our observation of the roofs in the field documents that the first layer of roofing found in the areas where asphalt composition roofs were found are wood. However, wood roof materials have been covered by one or more asphalt compositions roofs for a long period of time. Therefore, the roofing materials as found (asphalt composition) are both deteriorated and not significant.

The applicant would prefer to replace the asphalt composition roofs with wood roofs. However, the building official in the City of Pasadena upon review of the plans did not approve the use of wood. We are aware of the provision of the California Historical Building Code that allows the Building Official to approve Class C wood roofing material. However, we concur with the Building Official's discretion in not allowing this alternative standard to normal building code because the setting of these combustible structures is in a wooded area, on a hillside, adjacent to other residential occupancies and adjacent to a heavily wooded public park.

Therefore, the project proposes to use a replacement roofing material that is not the as-found asphalt composition, and not the previously covered wood roofing. The proposed replacement material conforms to the Secretary of the Interior's Standard for Rehabilitation Standard No. 6:

HISTORIC RESOURCES GROUP LLC - 2 -
125 S. Grand Avenue, Pasadena, CA - Vista del Arroyo Bungalows

July 31, 2004

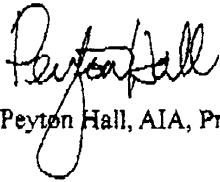
Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

The proposed replacement material matches the old (original) in design, color, and texture, but it is not possible to match the original feature in materials. Therefore, the proposed work is appropriate, compatible, and conforms with the Secretary of the Interior's Standards for Rehabilitation.

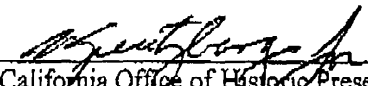
We welcome your comments and questions.

Yours truly,

HISTORIC RESOURCES GROUP, LLC



Peyton Hall, AIA, Principal

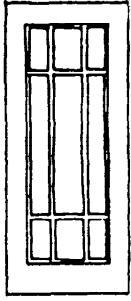
Concurrence by:	
	8/9/2004
California Office of Historic Preservation	Date
Milford Wayne Donaldson, Acting State Historic Preservation Officer	

Attachments:

- Roof shingle specification sheets
- Illustration of product mock-up

Additional Distribution:

- Vista de la Puente Partners, LLC, Attn: Timothy F. Lefevre
- Moule & Polyzoides, Architects and Urbanists, Attn.: Damon Herring
- City of Pasadena, Attn.: Jeffrey Cronin
- Pasadena Heritage, Attn: Susan Mossman



HISTORIC RESOURCES GROUP

RECEIVED

'06 AUG 29 P2:11

CITY CLERK
CITY OF PASADENA

August 21, 2006

Lefevre Corporation
550 S. Hope St., Suite 2685
Los Angeles, CA 90071

Attn.: Timothy F. Lefevre

Re: Vista del Arroyo Bungalows, S. Grand Avenue, Pasadena, CA
Use of wood roof materials

Dear Mr. Lefevre:

We have provided historic preservation consulting services to you since the design phase of this project, in cooperation with your Architect, Moule & Polyzoides. Prior to that time, we prepared a detailed conditions assessment report for the seven extant historic bungalows for the City of Pasadena approximately ten years ago. Therefore, we are familiar with the site.

The site and the extant buildings are very significant with respect to the history, architecture, and visual setting of Pasadena and the Arroyo Seco. For more than two decades City agencies and interested parties such as Pasadena Heritage made their best efforts to prevent the loss of this resource through the neglect of the previous owner. Your efforts saved these badly damaged buildings and gave them a viable new residential use for the foreseeable future.

Before and during the current project, the California Office of Historic Preservation (SHPO) has played an essential role. This participation is required by a covenant on the property, a copy of which was provided to us in the past by the City; the covenant resulted when the Federal government disposed of the historic site to a private owner. That covenant requires preservation and maintenance of the site, and places the responsibility for review of compliance with those measures with SHPO. SHPO played a consulting role during the design process, was consulted about changes that occurred during the construction phase, and has visited the site before and during the construction phase. Any changes in the current construction scope, and indeed, any future changes at all, must be reviewed by SHPO. The historic integrity of this site is of great concern from the standpoints of both culture and regulation.

We received from Moule & Polyzoides the letter from the State Historical Building Safety Board to the Pasadena Building Official dated April 27, 2006, the letter from the City Attorney to the Mayor and City Council dated July 24, 2006, and the letter from Collins, Collins, Muir & Stewart to the City Attorney dated August 9, 2006. These letters address questions related to the recent installation of wood shingles on the roofs of historic buildings and application of the State Historic Building Code.

We do not take these questions lightly. Protection of lives is always the primary concern, and regulations that promote fire safety benefit the long term preservation of historic buildings. Likewise,

1728 Whitley Ave., Hollywood, CA 90028-4809
(323) 469-2349 • fax (323) 469-0491 • e-mail: HRG@HistoricLA.com
<http://www.HistoricLA.com>



we have federal, state, and local regulations that mandate the preservation of the integrity of historic resources as a public benefit. Those preservation regulations apply in this case. Therefore, we are all faced regularly with more than one concern with respect to public safety and historic resources.

You have already received written opinions from the State Historical Building Safety Board, City Attorney, and the attorney who represents the project. As a consultant in historic architecture, we are not building regulators or interpreters of the application of building law. However, please consider the following comments based on many years of practice of historic architecture and what we know about this particular project.

1. It is our understanding from experience and education, including attendance at workshops taught by the staff to the State Historical Building Safety Board, that application of the State Historic Building Code is mandatory by the Building Official if the applicant chooses to apply this code, provided that the site is qualified.
2. We were not aware at any time during the course of this project that you or your architect declined to apply the SHBC. We did not believe that an applicant could be denied application of this code during any part of a building or permitting process if the site is qualified.
3. It is clear to us as consultants to the project that the applicable criterion for seven of the eight extant bungalows is the Standards for Rehabilitation, i.e., repairing and adaptively reusing seven existing structures. None of those seven structures has been demolished. Only one of those eight structures was considered "demolished" when we prepared a rehabilitation study for the City of Pasadena. The Secretary of the Interior's Standards for Reconstruction might be considered appropriate for the one building footprint that was substantially gutted by fire to only two standing walls and a concrete footing prior to this project. However, the Standards for Rehabilitation are more appropriate since the site can be analyzed as a group of closely related significant buildings with a significant setting in common to all of them.
4. We were not aware that a local jurisdiction could adopt standards that contradict the State Historic Building Code. If that is true, then it seems that a local jurisdiction could in effect disallow the SHBC in part or in whole. This issue has been a subject of concern in discussion at meetings that I have attended sponsored by the California Preservation Foundation, because the SHBC is intended to require local jurisdictions to safeguard historic integrity while allowing local jurisdictions to apply alternative prescriptive or performance standards that still provide for fire and life safety.
5. We read SHBC Section 8-408 to state that wooden roof materials are allowed where fire resistance is required if they are treated to provide for a minimum equivalence to Class C fire resistance. This is consistent with the statement of the Executive Director of the State Historical Building Safety Board in the April 27, 2006 letter to the Building Official.
6. We recommend that when considering the letter and intent of the SHBC, which is to consider performance as well as prescription, that you take into account any improvements that you have made to the fire safety of the site as a whole and the rehabilitated historic structures. Any measures that you have implemented that serve to prevent fires, suppress fires, and allow for more safety to occupants, visitors, neighbors, and fire fighters when responding to fires contributes to mitigating the level of risk at the site.

In conclusion, we understand the high level of concern that the City of Pasadena has brought to this particular code compliance and public safety issue. The issue is important, and we have observed discussion and debate in other jurisdictions. We have observed wooden roof installations in other local jurisdictions in California, but we understand that they have been denied in others. This



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discussion is important to the consideration of how we maintain the usefulness of the State Historic Building Code as well as how we maintain historic character.

Yours truly,

HISTORIC RESOURCES GROUP, LLC

Peyton Hall, FAIA

**CORRESPONDENCE
FROM
JULY 24, 2006 MEETING**