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APR 6 1995

SKAMANIA COUNTY
COMMISSIONERS

JUN 22 11 42 AM '95

P. Lowry
AUDITOR

April 6, 1995

GARY M. OLSON

Skamania County Commissioners
P.O. Box 730
Stevenson, WA 98648

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APR 7 1995

SKAMANIA COUNTY
COMMISSIONERS

Re: Nell Hill and Lee MacDonald
Our File No. 8888

Dear Commissioners:

I represent Nell Hill and Lee MacDonald.

On November 7, 1994 Nell and Lee entered into a contract with Cee-Dee Roofing for overlayment of a 25-year shingle roof on their home in Home Valley. My clients entered into the contract after being advised by the County building official, Dean Nygaard, that he would not issue a permit for the job if CeeDee Roofing was not licensed to do business in the State of Washington.

On November 17, 1994 Dean issued a permit for the roofing job to CeeDee Roofing. However, CeeDee Roofing was not licensed, bonded or insured, and my clients were unaware of that fact. Apparently, CeeDee had represented to Dean that they were in the process of being reinstated with the Department of Labor and Industries.

That same day shingles were delivered to their roof, and they gave the contractor a check for \$1,100.00 (one-half of the agreed price). On the 22nd of November the contractor began working on the roof.

On the 28th of November, Dean learned that CeeDee had not applied for reinstatement and he red-tagged my clients' home until CeeDee Roofing would comply with all of the requirements of the Department of Labor and Industries. A series of problems with the contractor then ensued. The work was never completed, and the work that CeeDee did was totally unsatisfactory. During a high wind on December 30th, shingles began flying off and they lost a substantial part of the roof. The shingles later had to be retrieved from the neighbors' property.

During a rainstorm on January 9, 1995 my clients had to put plastic sheeting and buckets in the attic to re-direct and catch water that was leaking through the roof. Landis Supply (the supplier of the

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April 6, 1995
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materials) then wrongfully put a lien on their property because CeeDee had failed to pay for the shingles out of the \$1,100.00 paid to them. CeeDee even destroyed a circular saw belonging to my clients which they used without permission.

Finally, on March 2, 1995 Nell advised Dean that she was going to have the roof replaced by another contractor. The job was then turned over to Craig Polzel, who satisfactorily re-roofed the house.

To date my clients have incurred the following damages: Loss of the \$1,100.00 paid to CeeDee Roofing; loss of saw (\$59.00); homeowners insurance deductible of \$250.00; attorney fees of \$500.00. In addition, they have had to spend a great amount of time dealing with this problem and picking up their shingles from adjacent properties.


The building department should not have allowed the contractor to proceed until he provided proof that he was in fact licensed, bonded and insured. If the contractor had been licensed and bonded a claim could be made against his bond.

Therefore, if it becomes necessary to file a lawsuit my clients will have no alternative but to name as defendants both the contractor (for breach of contract and damages) and the County (for negligence in allowing the contractor to proceed). We hope that this will not be necessary, and in an effort to resolve the problem we are submitting what we consider to be a very reasonable demand for settlement.

As indicated above, my clients have incurred actual out-of-pocket expenses in the amount of \$1,909.00, plus the value of their labor and time spent dealing with this situation. They are willing to settle this matter for \$2,500.00. This is a firm figure and is not subject to negotiation. If it cannot be met we will have no alternative but to file suit against CeeDee Roofing and Skamania County.

I look forward to your early response.

Sincerely,


JAN C. KIELPINSKI

JCK:kt

cc: Nell Hill and Lee MacDonald

SKAMANIA COUNTY AUDITOR
GARY M. OLSON

27933

Date: 06/22/1995 11:42

Type: CLAIM FOR DAMAGES

Receipt#: 43223

Amount: \$.00

Input by: PL
From: SKAMANIA COUNTY
Memo: RE: ROOFING HOME

Auditor file#: 122609

Return to: SKAMANIA COUNTY

Grantor:

Grantee:

Parcel:

SKAMANIA COUNTY
27934
SKAMANIA COUNTY
27935

HILL, NELL ETAL
MAC DONALD, LEE ETAL

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