

Analysis of Roofing Issues at Woodbine: Statements vs. Documentation

Prepared by Pro Management – August 2014

In the fall of 2013 an inquiry was forwarded to Pro Management Real Estate Services from Tomlinson & Associates with a note that it would be appreciated if our company could investigate the roofing shingle concerns outlined in the letter that was originally composed on January 24, 2012. **See Appendix A.** Some initial research was conducted into the matter only to find an extensive lack of information or records to document what may have happened. Since that time there has been a slow attempt to identify **the facts** of the disposition of roofing shingles stored at Pacific Supply between 2008 and 2012.

This analysis is divided into four sections, each with accompanying appendices:

- Part 1:** History of the defective roofing shingles and resultant settlement made with the shingle manufacturer
- Part 2:** The receipt and disbursement of the shingles awarded in the settlement
- Part 3:** Identification of documentation relating to the authority and responsibility for the reroofing project
- Part 4:** Additional records that document part of the research and communication used for this analysis

Unfortunately at this time there still is not complete information to definitively conclude what actually happened and the challenge of this analysis is to use the available written records in conjunction with the statements and memory of the many individuals who have been involved.

Executive Summary:

1. There were defective shingles used in the original construction of the Woodbine at Lakewood building.
2. Tomlinson & Associates negotiated a settlement for replacement shingles.
3. The amount of shingles in the settlement (1817 squares) does not appear to have been sufficient to complete the reroof of the entire property (27 buildings plus garages and office buildings)
4. The settlement shingles were stored for use at Pacific Supply from 2008 to 2012
5. There are no available records of how many shingles Pacific Supply actually received
6. There is no available Storage Agreement between either Tomlinson & Associates or the Woodbine HOA
7. There are no available records of how many shingles Pacific Supply actually disbursed except for a Release document prepared by Randy Mason in August of 2012 authorizing 289 squares of shingles to be removed
8. Pacific Supply refused to provide a written statement about their procedures or any recollection of how the receipt and disbursement of the settlement shingles was managed
9. There are no available records of how many shingles Idaho Reroof and Repair used on buildings A-N plus the office and shed
10. Idaho Reroof and Repair refused to provide a written statement about the procedures used to access the shingles stored at Pacific Supply
11. There was a Management Agreement between Tomlinson & Associates in effect at this time which identified that *"Tomlinson & Associates will be the employing entity"* and that one of their responsibilities was *"contracting and supervision of all necessary repair, renovation and maintenance..."*
12. The actual roofing contract for Idaho Reroof and Repair was signed by a Tomlinson employee
13. There are numerous recorded minutes of HOA Board meetings that document extensive participation by both the HOA Board and Tomlinson in the reroof project
14. There are 3 buildings that are now part of the HOA (R/T/U) that did not get reroofed prior to being annexed in 2009, hence still have the original defective shingles
15. The shingles needed to reroof buildings R/T/U has been calculated by several roofing professionals and the amount of squares needed ranges between 190 and 253 squares (depending on the roofer), which is comfortably less than the 289 squares released by Randy Mason in August 2012.

Part 1: History of the Roofing Issues at Woodbine

- The residential units for Woodbine at Lakewood (currently *Woodbine Condominiums* – 163 units and *Woodbine Apartments* - 66 units, for a total of 229 units) were originally constructed during 1988-90 with roofing shingles supplied by PABCO Roofing Products.
- These roofing shingles did not live up to their warranty and in November 1997 a formal complaint was filed against PABCO to have the defective shingles replaced. This claim (#143121) was originally denied but after repeated efforts by Tomlinson & Associates over several years a settlement was reached. **See Appendix 1A.**
- The settlement for Woodbine at Lakewood was the acceptance of **1817 squares** (1 square =100 sq.′) of Premier 30 year shingles in exchange for not participating in a class action lawsuit against PABCO. The settlement was finalized in part by a **RELEASE** document for 927 roofing squares dated 01/09/07 and signed by Randy Mason, property manager for Tomlinson & Associates on behalf of Woodbine II Partnership, LLP, and then another **RELEASE** document for 890 roofing squares dated 05/02/07 and signed by Paul Callan, HOA president on behalf of Tomlinson Condominiums Homeowners Association, Inc. **See Appendix 1B.**
- The amount of shingles that was agreed upon in these RELEASE documents was based on a 08/29/05 estimation of roof sizes by **Western Roofing** (208- 466-8921). This estimate was in two parts, one for the 14 Buildings A through N for **“About 900 Squares”** and the other for Garage Buildings, Office Buildings, and the 11 Buildings O through Y **“About 927 Squares”**. This estimation totals 1827 squares of shingles and there is no documentation as to why the settlement was only 1817 squares (1000 square feet less of roofing material). **See Appendix 1C.**
- Subsequently there was a bid by **Precision Roofing** (208-890-7295) on 06/15/08 that identifies the amount of squares needed for the 14 Buildings A through N as **1113 squares**. The Precision Roofing bid also includes the Office building for 58 additional squares for a total of 1171 squares to reroof that part of the Woodbine at Lakewood property. **See Appendix 1D.**
- The actual roofing contractor who was accepted and hired , **Idaho Reroof & Repair** (208-371-6221), to complete the re-roof of the 14 Buildings A through N identified **1136 squares** for the job (11/16/08) but did not include the office building on the proposal (perhaps another 58 squares as identified by Precision Roofing). This is the proposal that was signed by Tomlinson management employee Sara Hoskins. **See Appendix 1E.**
- There is a **noticeable discrepancy between the amount of shingles estimated to complete the reroofing for Buildings A through N (plus the Office) and the amount of squares in the settlement.** **See Appendix 1F**
To summarize:
 - Western Roofing “about 900 squares” (no Office Building included)
 - Precision Roofing 1113 squares (plus 58 squares for the Office Building = 1171 squares)
 - Idaho Reroof & Repair 1136 squares (not including the Office Building)

None of the above vendors calculated the maintenance shed which apparently was reroofed as well per one of the Board meeting minutes (May 11, 2009).

- A possible conclusion to draw from this part of the analysis is that the settlement with PABCO for squares of roofing shingles that was negotiated by Tomlinson & Associates was inadequate to do the entire job and thus may shed some light on what partially happened to some of the “missing shingles”.
- ***It may be that Idaho Reroof & Repair, per their contract, used 1136 squares for Buildings A-N plus an additional 58 squares for the Office Building for a total of 1194 squares of the 1817 squares that were agreed to in settlement. This is a deduction and not a fact that is substantiated by actual documentation.***

Part 2: Receipt and Disbursement of the Shingles

- Once a settlement was reached with PABCO for 1817 squares of replacement shingles for Woodbine at Lakewood there was the need for a place to receive and store them prior to reroofing. Starting in the fall of 2005 and into the summer of 2006 Tomlinson employee Melissa Bolton, who is identified as “Woodbine at Lakewood Manager”, began working with settlement representatives of PABCO to administer the acceptance and delivery of the shingles. A 07/26/06 communication from PABCO to Melissa Bolton includes the statement of “*the option of delivery to Pacific Supply, Boise or to your site.*” **See Previous Appendix 1A-page 4 & 5.**
- On 08/28/07 there were seven **Delivery Notes** for the shipping of various amounts of shingles from PABCO Roofing – Tacoma identifying a delivery address of WOODBINE @ LAKEWOOD, 3601 S. GEKELER, BOISE, ID 83706; these seven deliveries totaled 1680 squares of shingles. In a delivery on 09/07/07 the final 137 squares of shingles were delivered with the Delivery Note reflecting this same address. **See Appendix 2 A.**
- At some point **Pacific Supply in Boise** (208-378-8510) was chosen as a storage site and it is not clear whether the shingles first went to Woodbine as identified on the Delivery Notes or directly to Pacific Supply from PABCO in Tacoma, WA. The manager of the Boise Pacific Supply facility at the time of storage of Woodbine shingles, Brodie Graham (253-303-2737), is now a regional manager for the company. He was contacted on two occasions in July of 2014 in an effort to identify the receipt and disbursement of the Woodbine shingles.
- Mr. Graham acknowledged that “some shingles” were stored at Pacific Supply and were accepted “as a favor to Western Roofing, who is a large client for them.” He stated that these shingles were “not really in his inventory” and that there are no records of them being checked in or out. This statement is based apparently on looking for 2008-2009 receipts which were only hand written prior to the company creating electronic records.
- It would seem that there would be a Storage Agreement, as well as a receipt of materials and a disbursement history documentation, but we were told there is not. In an effort to get an official statement from Mr. Graham and to not misrepresent what we understood from conversation, we asked Mr. Graham to reply to some questions in an e-mail. **See Appendix 2B.**
- This e-mail query was never answered (perhaps to avoid incrimination). We also asked about Idaho Reroof and Repair and owner Chris Howell. Mr. Graham stated that he knew Chris and his company and found them to be reputable and a quality vendor. He also stated that Idaho Reroof and Repair paid the delivery charge to have shingles transported to Woodbine, but again there apparently are no records available to document this.
- We have located **no documentation** on how or when the shingles got to Pacific Supply other than a verbal statement by Mr. Graham that they were stored as a favor to Western Roofing, the company chosen by Tomlinson to inspect the defective roofs and calculate the amount of shingles needed to reroof the property. PABCO suggested Pacific Supply as a delivery option as part of the settlement and someone (?) made the decision to use them for storage --and perhaps (?) to use Western Roofing as the roofing contractor, hence the storage “favor”.
- We have located **no documentation** that Pacific Supply actually received exactly 1817 squares of shingles on behalf of Woodbine. We have located **no documentation** on how many shingles were subsequently actually delivered from Pacific Supply to Woodbine for the reroofing in 2008-09. Were there more than necessary delivered for a particular roof and some wastage occurred? Were extras removed from the site rather than moved to another building?

- We were told in a conversation with Chris Howell of Idaho Reroof & Repair (208-371-6221) that his procedure was to simply call Pacific Supply and request a certain amount of shingles to be delivered and loaded on the roof of a particular Woodbine building. We have located **no documentation** authorizing Idaho Reroof & Repair to access the Woodbine shingles stored at Pacific Supply (other than their signed proposal for the roofing job) and **no documentation** of 'shingle draws' or the amount of shingles disbursed to him, or when. We also requested a written clarification statement from Chris Howell in an e-mail that was not answered. **See Appendix 2C.**
- In summary regarding this aspect of the analysis there seems to have been no the receipt or disbursement records and no concrete measurements of the amount of squares needed per building. This lack of supervision for this job leaves many possibilities as to where the "missing shingles" could have gone:
 - Maybe the roofing job required more shingles than were measured by Western Roofing and Idaho Reroof and Repair used what was necessary to complete the job (including the clubhouse and shed)
 - Maybe there were not 1817 shingles actually delivered to Pacific Source
 - Maybe the roofing company wasted or "lost" some shingles
 - Maybe some of the shingles that were apparently "not actually in the Pacific Source inventory" disappeared from the storage yard, especially some of those that were left after the 2009 roofing job. The 'leftover' shingles were stored with apparently no supervision or storage agreement until 2012 which was 3 years after Idaho Reroof and Repair completed their job.
- On August 28, 2012, Randy Mason, Vice President of Property Management for Tomlinson & Associates, submitted a **RELEASE OF MATERIALS** document to Pacific Supply in Boise for **289 squares of shingles** to be released to MGM Siding Contractors in Nampa, Idaho. One would assume that MGM came to Pacific Supply and picked up this amount of shingles, but then again we have found **no documentation** to verify the amount or date of pick up. In other words there seems to be no supervised check-out count of the shingles just like apparently there was no supervised check-in count. **See Appendix 2D.**
- It is perhaps appropriate here to note that in a 01/12/12 letter from Randy Mason to the Woodbine HOA Board of Directors it was indicated that there were **390 squares of shingles** remaining at Pacific Supply at that time. It is not clear why in August of that same year only **289 squares** were released to MGM Siding Contractors at the direction and approval of Mr. Mason, a difference of 101 squares from the 01/12/12 letter.

Part 3: Authority and Responsibility for the Reroofing Project

- Tomlinson & Associates was hired by the Woodbine HOA as the property management company to service Woodbine Condominiums by a Management Agreement dated April 9, 2004 to commence on June 26, 2004. This agreement was terminated on June 23, 2010 by legal notice tendered through attorney Wm. Lyman Belnap. As part of that termination letter Mr. Lyman also made reference to the need to resolve “*Roofs and Stored Shingles*”. **See Appendix 3A.** Obviously this was not addressed or resolved.
- Addendum “A” of the management contract identifies several responsibilities that are relevant to this analysis including that “*Tomlinson & Associates will be the employing entity*”. Included in the Services to be Provided section are provisions for “*contracting and supervision of all necessary repair, renovation and maintenance...*” and a requirement to “*obtain competitive bids for specific maintenance and repair items as requested by the Board*”. **See Appendix 3B.**
- As identified above, Idaho Reroof & Repair was hired to do the roofing job for Woodbine at Lakewood. The proposal for 14 buildings (A-N) was addressed to 3718 Geckler (Gekeler) Lane, Boise which is the address of the Woodbine Apartments office. The proposal was accepted and signed by Sara Hoskins, a Tomlinson & Associates employee on 12/4/08. **See Appendix 3C.** It also appears from **minutes of HOA Board meetings** that the Woodbine HOA approved of this roofing contractor and was kept apprised of the progress of the job.
- Based on these documented facts it appears that Tomlinson & Associates was instrumental in contracting for the roofing project and according to their Management Agreement should have supervised the job unless documented otherwise. There is no written documentation so far found that Tomlinson & Associates was relieved of this responsibility although it has been stated that the management company was “*told to stay out of the project*”.
- There are undoubtedly two sides of this story however what is being attempted in this analysis is to make conclusions based on written documentation not merely recollections or personal perspectives and in absence of other formal records below is what has been identified in the Woodbine Homeowner Association Meeting Minutes regarding the roofing of Woodbine Condominiums; complete copies of these minutes can be viewed in **See Appendix 3D.**

June 10, 2008 – In attendance: Paul, Dora, Tricia, Norma, Greg, Randy, Sara

“The replacement of the roofs was discussed. Sara to contact Madison Roofing, Western roofing, and one other company to get bids.”

October 14, 2008 – In attendance: Norma, Tricia, Michael, Paul, Dora, Randy, Sara

“Sara to contact roofing companies to get labor bids and to let them know we want to start on Bldg A no later than 11/15/08.”

November 11, 2008 – In attendance: Norma, Paul, Tricia, Sara, Randy

“Roofing bids discussed. Sara to get total bid for all buildings from Idaho Reroof and Repair, Inc.”

NOTE: It appears that Idaho Reroof & Repair began the roofing job at this time

January 13, 2009 – In attendance: Paul, Dora, Norma, Sara, Randy

“Everything is going well on roof recover. Three buildings have been completed. Roofing company to be paid after completion of each building.”

March 10, 2009 - In attendance: Michael, Tricia, Norma, John, Dora, Sara, Randy

“Roofs are getting replaced and looking good.”

April 13, 2009 – In attendance: Michael, Tricia, Norma, Dora, Sara, Randy

“Reroof and Repair will be paid for buildings L,M,N on Tuesday, leaving payment for Building J and K to be made as soon as the drafts are processed. Mr. Howell will be able to pick up his check at Randy’s office on Tuesday, April 14th”

May 11, 2009 – In attendance: Tricia, Norma, Dora, Randy

“Reroof and Repair has been paid up for all building except clubhouse and shed. Management is waiting for invoice from roofer for those two buildings.”

NOTE: It appears that Idaho Reroof & Repair had completed the roofing job at this time

Also May 11, 2009 - *“Inquiries by homeowners of R,T,U buildings if that included their buildings, which it did not. Randy advised that R,T,U buildings will be included in reroofing by Tomlinson before developer turns all building over to HOA. Remaining roofing material is sitting outside at Pacific Builders Supply.”*

June 8, 2009 – In attendance: Michael, Tricia, Norma, Dora, Randy

“Rental Roofs – Will be replaced by Tomlinson. Randy does not know when. Randy has spoken with Pacific Supply about the roofing material stacked up at their site. Pacific will unstack the shingles so that they will not deteriorate.”

NOTE: The amount of shingles needed to reroof the R/T/U buildings range from a low of 190 squares (Western Roofing) to 224 squares (current reroof bid from United Components) to 253 squares (Precision Roofing bid).

ADDITIONAL NOTE: In August of 2014 we asked Western Roofing to bid the recovering of just buildings R/TU and in this bid (see Appendix 3E) they measured 239 squares of shingles needed which is 49 squares more than their original estimate done in August of 2006 for the purposes of the settlement agreement with PABCO.

Accordingly the decision NOT to reroof the R/T/U buildings prior to the annexation of this Phase V to Woodbine Condominiums, and therefore to transfer buildings to the Woodbine HOA with still defective roofing, was not due to a lack of roofing material for the job. At a minimum Randy Mason released 289 squares of shingles to MGM Siding Contractors in August of 2012, and there was perhaps 390 squares available according to the January 12, 2012 Tomlinson communication.

Part 4: Research Documents and Communication Efforts

As a final segment to this analysis it seems to be appropriate to identify certain efforts made to locate facts relating to this time consuming investigation. Accordingly we will include in this report copies e-mails and comments from various parties to the overall shingle debacle.

1. Besides the 01/12/12 letter of inquiry identified at the beginning of this analysis, the most informative perspective from Tomlinson & Associates perspective is detailed in an e-mail from Randy Mason on 09/13/13. It is an answer (in red) to questions posed by Pro Management (in blue). This response was useful and gave a direction for the analysis to follow.
2. The minutes from a Woodbine HOA Board Meeting held on August 8, 2012 state *“Greg Tomlinson discussed, within appropriate boundaries and parameters, the issue regarding missing shingles. The Board felt it would be a good idea to provide information dealing with this to Lyman Belnap. Bob Vincent made a motion to present Mr. Belnap with a letter pertaining to these shingles. It was seconded by Jeanette Chiesa. The motion was passed. Jim Hartley, Marge McKee and Jeanette Chiesa will take this letter to the appointment with Mr. Belnap.”*
3. An e-mail dated September 15, 2013 from then HOA President Marge McKee responding to a request for opinion on the shingle matter which clearly states the Woodbine HOA Board position of the matter and again useful input.
4. There was some communication from past HOA President Tricia Fedrizzi who indicated she had information pertaining to the roof shingle issue and that it was passed on to Pro Management within binders that she turned over to our offices. In fact we did receive these binders and a fair amount of the documentation cited in the Appendixes came from those binders. She also stated that documents had been turned over to attorney Lyman Belnap.
5. At one point in our search for clarification we forwarded copies of Tomlinson & Associates e-mails to Tricia Fedrizzi, who was on the Board at the time of reroofing and asked for comment or perspective from her or anyone else on the Board at the time of the reroofing. This happened on two occasions to which we never received a reply other than verbal statements to get information from attorney Lyman Belnap who *“has all the relevant files”*. We are not sure why the Board would turn over all relevant files without keeping a copy.
6. There is an e-mail chain of messages starting on 04/08/09 through 04/13/09 regarding payment for the completed roofs. Parties to these communication seem to be Sara (Hoskins), Randy Mason, Norma Campbell and Tricia Fedrizzi; this seems to indicate significant participation in the reroofing by HOA Board members and Tomlinson & Associates.
7. Another e-mail from now past HOA President Marge McKee on June 14, 2014 identifying a meeting that was held with attorney Lyman Belnap in August 2012 and then documented in the February 28, 2013 minutes of a HOA Board Meeting.

Note: There is a minor misstatement in this e-mail where it references attorney Larry Dunn. Larry Dunn was an attorney that the HOA Board hired to deal with a completely different issue, one regarding the dogs of a homeowner. Mr. Dunn confirmed that he was never associated with Belnap Law offices or Lyman Belnap and that he did not *“recall any discussions on roofing or shingles or receiving any documents relating thereto.”* An e-mail from attorney Dunn’s assistant, Sarah Janousek is the source of this information.

8. Since there was indication from more than one source that Lyman Belnap was given the HOA files on this shingle matter at a meeting in August 2012 we contacted his office and met with him on June 10, 2014 to discuss the

matter. At a meeting in his offices he brought out his entire set of files regarding his work with Woodbine over several years until the HOA Board apparently stopped using him (perhaps in favor of attorney Larry Dunn?). We reviewed all of his documents and found only a few actually related to the shingle issue, some of which we already had. What we did not find and were hoping to locate were:

- a. Anything dealing with PABCO, Pacific Storage or Idaho Reroof and Repair
- b. Anything relating to who was actually in charge of the roofing project, which seems to be the bone of contention regarding the "missing shingles"
- c. Anything relieving Tomlinson & Associates from this particular project as identified in Addendum A of their Management Agreement with Woodbine HOA
- d. An Opinion Letter identifying who is responsible for the shingles based on evaluation of the documents turned over to Mr. Belnap by the Woodbine HOA in August 2012

It appears that Mr. Belnap may have verbally indicated a legal opinion that Tomlinson & Associates should be responsible however this analysis is attempting to locate and present documented records regarding the roofing and shingles. In order to obtain a written opinion letter it would require engaging Mr. Belnap to once again review the issue and at that time copies of all the documents in this analysis could be given to him. It would be up to the Woodbine HOA Board to decide on this course of action.