



100 CIVIC CENTER PLAZA, LOMPOC, CA 93436
(805) 875-8241 ♦ FAX (805)8740

CLAIM FORM

PLEASE READ INSTRUCTIONS ON OTHER SIDE

FOR OFFICIAL USE	
CLAIM # ASSIGNED: <u>2297(20)</u>	
FILED/RECEIVED RECEIVED	
MAY 29 2020	
CITY OF LOMPOC CITY CLERK'S OFFICE	
RECEIVED VIA: <input type="checkbox"/> Personal Delivery/Service <input type="checkbox"/> US Mail	

Name of Claimant - Last Name <u>Valla</u>		First Name <u>Elaine</u>	Middle Name <u>Marie</u>
Date of Birth <u>6-16-58</u>	Soc. Security # (Last Four) [REDACTED]		CA Driver's Lic # [REDACTED]
Home Address [REDACTED]		City/State <u>Lompoc CA</u>	Zip <u>93436</u>
Daytime Phone ()	Evening Phone ()	Cell Phone [REDACTED]	Email [REDACTED]

TYPE OF LOSS:

Personal Injury Property Damage

Other

Indemnity - Date Served _____

When did injury/damage occur? Month/Day/Year <u>2013</u>	Day of week	Time (AM/PM)	Police Report # (if any)
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Where did injury/damage occur? (Provide street address, intersecting streets or other location)

1011 E. Olive

How did injury/damage occur? (Describe accident or occurrence and attach additional documentation if necessary)

The Company that fixed Olive Street fixed Driveway illegal

What action/inaction of City of Lompoc employee(s) caused your injury or damage?

Engineering ?

What injury or damage did you suffer?

loss of income

WITNESSES:	Name	Address	Phone
1)			()
2)			()

Name(s) of City of Lompoc employee(s) involved? NO YES, Attach Proof of Insurance

Does claim relate to automobile accident? NO YES, Attach Proof of Insurance

Was INSURANCE COVERAGE in effect at the time of incident? YES NO

Is Total Amount of Claim Greater than \$10,000?
YES NO

If NO, state the amount claimed (Indicate a specific dollar amount, not a range)

If YES, is this a Limited Civil Case?
YES NO

Property Damage \$ _____ Personal Injury \$ _____

Other \$ _____

NOTE: Please attach two estimates for damage to automobile(s) or property.

ALL NOTICES AND/OR COMMUNICATIONS SHOULD BE SENT TO:

Name (Mr./ Mrs./ Ms.) Elaine Valla Daytime Phone [REDACTED]

Address [REDACTED] City/State Lompoc Ca Zip Code 93436

WARNING: California State Law generally requires most claims against a public entity be presented within SIX (6) MONTHS from the date of the action or incident giving rise to the claim. Certain other claims must be filed within ONE (1) YEAR from the action or incident. If you choose to pursue legal action against the City of Lompoc and such action is dismissed by the court as frivolous, then you may be ordered to pay the City's reasonable defense costs, including attorneys' fees.

Signature of Claimant (or legal representative) Elaine Valla Relationship (self, attorney, guardian, etc.) Self Date 5-28-2020

CONCRETE MASTERS

2008 Jalama Ct.
 Lompoc CA, 93436
 (805) 588-9556
 concretemastersnr@gmail.com

PROPOSAL SUMITED TO: Elaine Valla		JOB # 1244
ADDRESS 1011 West Olive Ave. Lompoc CA 93436		JOB LOCATION: 1011 Olive Ave. Lompoc CA 93436
EMAIL ADRESS: elaine.valla@yahoo.com		DATE 05/04/2020
PHONE (805)	FAX	ARCHITECT

We hereby submit specifications and estimates for: **grading: Footings: \$2,200.00**
8" Concrete Wall: 144 SQF. Reinforce with # 4 Bars @ 24" O.C. = 144 @ \$30.00 = \$4,320.00
Footing: 1'-6" X 2'-0" X 36'-0" = 4 Yds. @ \$700.00 = \$2,800.00
Concrete Drive Way : Reinforced W/#3 Bars @ 24" O.C. Total Area 1,618 SQF. @ \$8.00 = \$12,944.00

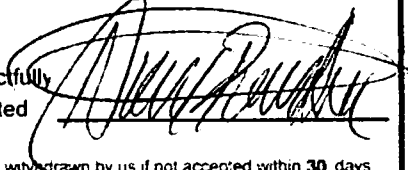
TOTAL PRICE: \$22,264.00

MAY 05 2020

We propose hereby to furnish material and labor-complete in accordance with the above specifications for the sum of **TWENTY TWO THOUSAND TWO HUNDRED SIXTY FOUR dollars. \$22,264.00**
 With payments to be made as follows: **As Progress**

Any alteration or deviation from above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Respectfully
 submitted



Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

General Provisions

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1. All work shall be completed in a professional manner and in compliance with all building codes and other applicable laws.
2. To the extent may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
5. All Change Orders and/or Additional Work Authorizations shall be in writing and signed by both Owner and Contractor.
6. Contractors warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractors or its employees and subcontractors.
7. Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.
8. Contractor agrees to remove all debris and leave the premises in broom-clean condition.
9. In the event Owner shall fail to pay any periodic or installment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute. Failure to make payment within 7 days from the due date of payment shall be deemed a material breach of this contract.
10. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
12. Contractors Warrants all Work for a period of _____ days following completion.

Note: This form is not a substitute for the advice of an attorney. Legal advice of any nature should be sought from competent, independent, legal counsel in the relevant jurisdiction. Absolutely no warranties are made regarding the suitability of this form for any particular purpose.

May 28, 2020

Just a little background on this claim.

When it flooded (I don't remember the year, but it took a few years for the city to start fixing the road) the water washed out the road on Olive.

In 2013 we received a letter stating they were going to fix the road.

My tenants had already moved out, due to the road washing out and not being able to park anywhere now with all the road blocks.

The company that you hired tore down our old fence and came in through Bluff and Third Street to access the property. They used our water for the project and not once did we complain. We just wanted the project to finally be done.

When it was complete, they came to us and asked my husband to sign off. He refused due to the driveway. The city removed over 10 feet of our driveway to fix the street. It has been accessible up until this point. And we have pictures of when we lived there with our vehicles and tenants also. Some will say where they parked and had access.

My husband was quickly deteriorating from his cancer, and this was only adding to his stress.

One day an employee came and said that we had to sign off, because we are costing the city money every day if we won't sign off. He wouldn't sign off due to the driveway and not having access to the property. The employee said they would fix it. They shook on it.

The next day, someone dumped rocks off and tried to level it. The city called and said it was fixed. We said "NO, we still can't drive a vehicle on the property."

At the time the mayor was Lind. He hired Dixon (construction or engineering). I have the paperwork to everything and so do you, but since I have moved, I have

misplaced them, but will find them). The company said it was an illegal grade and Lind said the city would fix it up to specs.

However when he brought the paperwork, we waited and waited and heard nothing, and then we got a new mayor Lingl.

I had a couple meetings with Lingl, and was told to get an estimate. I did and nothing. I would call and still nothing.

I now am at my last straw.

I did not cause an illegal driveway. The city did. We have lost so much money due to not being able to rent this out. The homeless break in; I have video of one homeless person that the police arrested. They have broken into the barn and stole all my antiques and old bottles.

Once again, this was the cities fault, and I have asked several times for the city to pay for the illegal grade they put in, and nothing.


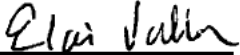
I am asking you one more time to fix this problem.

This has become an eyesore, where this used to be such a cute place. We had blackberries all over the hill and people just loved to come pick them. The city tore all the bushes out. (I still don't know why, they did not need to.) We can't even get a tractor down there to till up the ground.

Attached you will find the latest estimate to fix the driveway.

You had other estimates, but just ignored them

Elaine Valla



Lompoc, Calif 93436

