

*While my family's experience is a personal heartbreak,  
The tragedy would be if this continues to happen to other people;  
Particularly when our public officials are aware of it.  
An investigation will help assure future accountability*

Re. Loan #79090125 Tracee & Allissa Chambers

**A City of Austin federal tax-funded ⇒ Home "Improvement" & "Affordable"  
Home loan program rendered my ⇒ Home Demolished & UN-affordable**

**The Actions & Negligence by the City of Austin (CoA) and its Contractor  
Transformed an original \$17K home improvement project into excess of an \$86K+ Repair Nightmare:**

- **Inspection Practices – Electric (DTPA):** CoA & its Contractor demanded payment for electric "work" that they alleged had passed inspection. An electrician later confirmed the electric was not to code & posed a fire hazard. A light fixture later ignited.
- **Hazardous Waste:** CoA ignored interim controls for lead-paint. Contractor used a machine sander. Practices Contaminated the home with lead-paint dust to the point of it being classified as hazardous waste – The City Dump won't accept the yard soil.
- **Water Damage / Roof Replacement:** shoddy roof replacement caused a portion of the home to flood and incur water damage.
- **Foundation:** The contractor mistakenly removed the wrong pier; then alleged that dry-stacked cinder blocks were the new pier.
- **Decay from Prolonged Exposure:** After having degraded the integrity of the exterior paint; damaged my home, contaminated it with hazardous waste, & demanded payment for work that was not done per the specs, CoA's contractor abandoned the project. Then, CoA failed to resume the project. CoA never rehabbed my home. The Prolonged exposure destroyed all windows & siding.

**(apparent) Contractor Cronyism -- CoA / AHFC Refusal to enforce accountability with its contractor**

The only party who honored the contract (Chambers) was the only party who was held to the terms of the broken contract. CoA ("neutral" managing party") protected the contractor. AHFC ignored its own penalties for contractor debarment & awarded the contractor more contracts over the next decade. – more homes/lives were injured. CoA gave lipservice to the one it victimized & rewarded the one(s) who did the victimizing.

**Criminal – Forgery & Unaccounted-for Federal Housing Grant Funds:**

- **Forgery:** Chambers' signature was forged on at least one official municipal document(s).
- **Un-accounted for Federal Fund\$:** Fund\$ for Chambers' project were NOT disbursed from Austin Housing Finance Corp.'s (AHFC) escrow account. However, CoA documents reflect otherwise, when in fact the project was abandoned & no \$\$ disbursed.

**Apparent Acts of Retaliation:**

- **Intent to Harm:** CoA enforced a lien with power of sale of my home, that required my toddler & I to live amidst hazardous waste in a fire prone home for 6.5 years – in spite of CoA having knowledge of the hazards, & my requests to be released.
- **Austin Energy and Other:**
  - To date, CoA has withheld a several-hundred-dollar utility reimbursement (owed to me per the contract), which the contractor gave CoA in 1996 to give to me. CoA wrote: *"In addition to resolving the utility reimbursement issue, we highly recommend that you pay the contractor."*
  - Austin Energy (AE) recently FALSELY incriminated and penalized me for allegedly tampering with my meter – There was no due process.

**Conflict of Interest / Insurance:**

Liability policies for AHFC, its contractor & my project were issued by the insurance agency that was co-owned by (then) City Council Member Eric Mitchell. Unaware of this conflict, I established a file with, & sought CM Mitchell's assistance re. my project. CM Mitchell wrote me: *"the construction department is waiting on the following from you: the letter dissolving the contract between you and (contractor)... It is imperative you forward the information as soon as possible."* – I declined his directive to release his clients from liability & to nullify my contractual rights. AHFC Board = mayor & City Council (i.e. Mitchell)

**(mis)Use of Local Tax Dollars to Suppress Due Process / Avoid Accountability:**

City Council (AHFC) authorized no less than **\$177K in local tax funds** to suppress Chambers' efforts at enforcing, via litigation, the contract for which AHFC was entrusted with **Federal grant funds**, & for which CM Mitchell's insurance agency provided policies.

**Insults to Injuries – Abuse of Due Process (Harrassment / Interference / Obfuscation / Politicization):**

- **Incessant Abuse:** Our decade-long daily duress resulting from our literally broken home & broken health, was compounded by the equally injurious abuses we endured amidst a seeming "kangaroo-court". Counsel for CoA & its contractor, entered slanderous & potentially perjurous misrepresentations into record; yet I was **denied my day in court** – to ever set the record straight.
- **Exploitation/Manipulation of Due Process:** The City's & Contractor's open-ended blank-check access to legal funds fostered a decade long exploitation of due process at taxpayers' expense. The stacked & protracted ordeal ultimately starved me out.
- **Court dismissals – No Day in Court:** In the 9<sup>th</sup> year, the Judge dismissed (without hearing the merits of the case) all remaining claims with the exception of (interestingly) the only claim that AHFC's and the Contractor's insurance did not cover. – breach of contract (previous summary judgment ruling). Was the Judge's dismissal arbitrarily predetermined? *"Last time we were here, I would have granted their motion to dismiss. I sent y'all to mediate because I didn't want y'all to walk away with zero."* 11/07/06