

Dear Clint,

Following is detailed documentation I'll provide in hard copy form if and or when needed (i.e, as it has been presented to but disregarded by Austin's City Manager and other officials, Council Members etc).

Overall examples illustrating the City's actions (and apparent gross violations of Federal Legal and Regulatory requirements governing lead based paint during the time my son and I were victimized are:

Deposition testimony providing specific quotes from and by City of Austin's (CoA) own employees and other knowledgeable parties showing they chose as a matter of practice to adopt a "don't ask/don't tell" approach to lead paint -- although testimony also reflects admission that they knew the houses had lead paint; and also knew how to recognize it by visual inspection alone.

1993/1995 H.U.D. Seminar/Training/Correspondence to CoA: That at the time, the US Department of Housing and Urban Development (HUD) sent a lead paint standards manual to the City of Austin's construction specialists which detailed interim controls - and which also specifically required that ANY home inhabited by a child 7 years or younger MUST be tested and abated if lead paint were found. CoA did not do this with our (Chambers) home.

On CoA Environmental Checklists -- the inspection checklist construction specialists filled out for homes being 'rehabbed' by CoA -- majority of these checklists left answer blank or checked "N/A" IN RESPONSE TO THE QUESTION "Does the home contain lead based paint?" **

Bergstrom Homes: Built before 1978. Deposition Testimony revealing what CoA knew; and what their practice toward lead based paint was.

Knowing & Deliberate Harm to Chambers Family – Re. Lien: After CoA contractors destroyed my home and abandoned it, CoA subsequently enforced a lien against our home for 6.5 years REQUIRING us under threat of foreclosure to REMAIN in the home! When an independent lead inspection specialist confirmed that our home and yard were classified as hazardous waste, as a result of the sanding done to my home (by the CoA contractor), the specialist advised that we immediately move from the home for health and safety reasons. We presented this report to the City and requested that CoA remove its punitive lien so that we could be free to move. INSTEAD, officials of the City of Austin/CoA enforced the lien for 3 years more - 1.5 years longer than the contract specified. A deliberate, calculated, inhumane act against us!

Clint, Thank you for your continued perseverance and efforts on our and the community's behalf.

Additionally I've provided the following links to reference at your convenience your convenience:

Allissa

** PLEASE CLICK ON THE FOLLOWING LINKS TO TODO MAGAZINE ARTICLES FOR ADDITIONAL DETAILS AS SUMMARIZED IN AN INDEPENDENT MEDIA INQUIRY/REPORT (WHICH WAS NEVER REFUTED)!

Comprehensive List of Evidentiary Documentation previously sent to CoA & Travis County Officials. The lead paint practices information below is included in this list. Actual hard copies of listed documents are also available if/when needed.

PHOTO of Chambers' home *after* CoA destroyed it; yet falsely claimed they 'rehabbed' it.

1st TODO Magazine Article - *Phantom Funds I: Austinite Fights For City Accountability To Taxpayers*
2nd TODO Magazine Article - *Phantom Funds II: Where's the Money? - That's (Still) the Question*

EXAMPLES OF City of Austin LEAD PAINT PRACTICES –

I. Specific to Chambers' Home; &

II. In General to City of Austin Home Rehabilitation Projects:

EXCERPTS BELOW ARE FROM THE LIST OF EVIDENTIARY DOCUMENTATION -

Comprehensive list of the actual hard copies that were sent to City Mngr. Marc Ott and Travis County D.A. http://www.austinaccountabilityproject.com/sitebuildercontent/sitebuilderfiles/supporting_testimony.pdf

I. Specific to Chambers' Home:

E.P.A. Recommended Maximum Lead Levels

= 400 ppm (200 ppm for a child's play area);

= 800 ug/f

LEAD PAINT DUST CONTAMINATION - Chambers' Home post-CoA destruction/falsefully alleged 'rehab':

From TX Lead Inspection & Environmental Services, Ray Madrano's reports (5/24/1999 & 8/19/1999):

☑ **11,900 ppm in Chambers' yard; & 64,600 ug/ft in Chambers' kitchen**

☑ *"The exterior paint film on all exterior components has lost its integrity due to **paint failure from sanding** in preparation for re-painting and are cracking, chipping, flaking etc."*

☑ *"...bare soil containing **visible paint chips and is accessible to young children.**"*

☑ *"The paint throughout the interior of the home appeared to be in poor condition."*

☑ *"...**all areas tested exceeded the EPA maximum recommended lead levels**"*

☑ *"...recommended that they **be abated as soon as possible.**"*

☑ *"...the current deteriorated condition of the paint and the **extremely high lead levels in the dust and soil...**"*

☑ *"The results of these tests indicate that **both the paint and soil would be classified as hazardous waste.** The paint chips contained hazardous levels of lead and cadmium...**The soil contained hazardous levels of lead**".*

Ray Madrano/Texas Lead Inspections recommended that Chambers and her young child remove themselves from the home immediately for health and safety reasons.

KNOWING & DELIBERATE ACTION TO HARM:

- CoA was made aware of the Hazardous waste contamination – at Ms. Chambers' Home – which was caused by CoA's contractor & CoA's practices.
- Under threat of foreclosure, CoA enforced a lien with Power of Sale, which required her to live in the home for 6.5 years; and also prohibited Chambers from moving, selling, renting or refinancing her home in order to pull cash out to repair of CoA's damage.
- **LETTERS FROM Chambers' ATTORNEY TO CITY OF AUSTIN**
 - **12/21/1999 = Request to City of Austin to release its restrictive lien**, so that Chambers could move her family out of harm's way w/o penalty.
 - **05/17/2002 = 3 years later**, CoA removed lien, which it enforced for **a total of 6.5 years -- 1.5 years longer** than the 5 year maximum per contract agreement. Additionally, this lien was enforced unjustly, because – while the City of Austin received Federal grant money to rehab Chambers' home, and while the money was set aside in the City's AHFC escrow account – this money was never paid to the contractor, and instead remained in the hands of the City of Austin. Chambers was held liable for a 'loan' that was not used.
 - **06/07/2002 = Letter to the City from Ms. Chambers' representative** (addresses concerns that CoA's "release" still does not fully release Ms. Chambers from CoA).

II. CoA LEAD-BASED PAINT PRACTICES – IN GENERAL RE: IT'S REHAB. PROJECTS:

Environmental Checklists for City of Austin's Home Rehabilitation Projects: When we sampled these, **83%** revealed that City of Austin project specialists either left the answer blank, or checked "N/A" Question #20: *"Has either the interior or exterior of the structure ever been painted with lead-based paint?"*

Bergstrom AFB relocation / rehabilitation of homes – among the majority of CoA rehab projects in general – were constructed prior to 1978;

CoA staff had been trained to recognize the physical characteristics of Lead-based paint on sight, yet apparently took the position of pretending not to know.

CoA/H.U.D Files: Lead Based Paint Awareness for CoA staff:

1993/1995 H.U.D. correspondence to City of Austin Housing Construction Department:

(a) sent to CoA Housing Dept. – For example: Lida, Reyes Gomez, Candy Moreno

(b) Lead Based Paint Standards and Health Risks

(c) A household that occupies a rehabilitated home is "assured upon completion a 'decent, safe and sanitary dwelling"

"If the household includes a child under the age of 7 years...must be inspected for defective paint. If...found...must (1) be tested and then abated if lead-based paint is found, or (2) be abated without testing."

ii. **Interim Controls** - CoA did not do this to Chambers' home, although a toddler lived in the home.

H.U.D. 24 C.F.R. A §35.24 re. paint removal:

"...Machine sanding, and use of propane or gasoline torches (open flame methods) are not permitted."

http://a257.g.akamaitech.net/7/257/2422/12feb20041500/edocket.access.gpo.gov/cfr_2004/aprqr/pdf/24cfr35.140.pdf

c. **Affidavit Russel Forsythe (03/13/2002):**

"all four (4) interior walls of the Chambers' house had been power or machine sanded." (re. Deposition 03/07/2002)

d. **Testimony – Mary Josephine Valdez (4/15/1999) (CoA contractor, Valdez Remodeling):**

Page 20 – *"We've done well over **100 projects** for them (the City)"*

Page 75 – not qualified to work with lead-based paint.

Page 76 – *"I was told that if houses had lead paint, they (the City) wouldn't do them at all."*

Page 77 – *"I really don't understand any of those codes (lead paint) or what those codes are saying"*

Testimony – David Montoya (12/07/1999) (CoA project specialist) Pages 37-60:

Pages 37-38 - Lida would periodically brief construction dept. on environmental issues

Page 39 - *"We knew that...houses...they all have lead-based paint"* (Construction Specialists)

Pages 43-47 - **Bergstrom houses** (1995) (Bergstrom homes, that were built prior to 1978, were relocated and rehabbed by CoA)

Questions about how to deal with the lead-based paint

CoA decision to ignore the issue about the test because it cost too much (Constr. Mngr. Candy Moreno)

Never tested any. Topic only came up once

Pages 51 – 53 **Environmental Checklist:** Chambers' home was checked “yes” for having lead-based paint (Chambers’ home was checked “yes” for lead paint also). Yet no interim controls or abatement was done per **1993/1995 HUD correspondence:** *“If the household includes a child under the age of 7 years...must be inspected for defective paint. If...found...must (1) be tested and then abated if lead-based paint is found, or (2) be abated without testing.”*

Explains how to visually inspect for lead based paint

Pages 54-55 - *“we (NHCD) used to get there in the office that all houses from then – back then contained lead-based paint” “...information was already given to us by...notification of paperwork that went through our office.”*

Pages 56-59 - David Montoya

i. Touches upon **H.U.D.'s policy forbidding Use of electrical sander. All old houses were sanded**

Testimony – Reyes Gomez (10/22/1999) (CoA construction manager):

pp 41-48; pp 89-92; pp 126-129:

Page 43 **Interim controls** – refers to **H.U.D.'s training manual - Interim controls** and their purpose re. lead-based paint to *“minimize exposure to people doing work and occupants”* (however, these interim controls were not used on Chambers home).

Page 47 **Reyes Gomez attended 1995 training seminar by the EPA and HUD.**

Pages 89-91 **Valdez stated under oath that CoA never told her (Valdez) how to handle lead paint.**

Reyes Gomez = construction specialist coordinator for a number of projects handled by Valdez.

“I don’t know that lead paint existed on any of those projects” (Reyes Gomez)

- compare to CoA's David Montoya's contrary testimony above, stating they knew all the houses had lead paint. Also, compare to the CoA testimony stating that they'd received H.U.D. training information on lead; and that they'd been trained to recognize it by sight.

Pages 126-128 1. ***“We do not do lead inspections”***¹³ Compare to number (18) re. CoA practices re. Environmental Checklists

RE: 1995 EPA and HUD seminar / visual inspections / “...they pointed out was that peeling, chipping, cracking paint may contain lead...” – Reyes Gomez attended this.

Valdez (at time of 1999 deposition) testified that **she did 75 or 100 houses**. Valdez, continues be one of the City of Austin's most widely used contractors.

“...they’ve (Valdez) been in the program for about 15 years (as of 1999).” Valdez, continues be one of the City of Austin's most widely used contractors.

All old houses were sanded

OTHER INFORMATION:

- Judge Hume Cofer’s consideration for referral to the District Attorney (11/30/1999): relates to a possible perjury by a City official.
- **CoA Council Minutes** – authorization of \$177,000. taxpayer money for private legal services: to be used for the purpose of suppressing Ms. Chambers’s legal claims.
- Austin Housing Finance Corporation (AHFC) comprises The City Council – including (at the time) CM Eric Mitchell, whose insurance agency provided the liability insurance for Valdez Remodeling.
- AHFC also failed to accurately account for the missing Federal Grant Money that was earmarked for Chambers' project – generating conflicting accounting reports, and a forged signature of Ms. Chambers.