

NO! Shoddy housing programs

NO! Toxic Homes

NO! Land Grabs

NO! Misuse Of Power



A.L.M.A.

Austinites Lobbying for Municipal Accountability

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THE 'SKINNY'

Summarized rendition of the Chambers' Family Experience regarding a City of Austin 'Affordable' Housing Home 'Improvement' Loan:

A City of Austin tax-funded home 'improvement' 'affordable' home loan program demolished & contaminated my home with hazardous waste; rendered my home UN-affordable; and exposed my family and I (including a toddler) to life-threatening structural and environmental hazards for several years.

In approximately 1995/1996, I entered into a 3-way home improvement loan agreement between the City of Austin, its contractor and myself, whereupon it was agreed that we would work in partnership for the purposes of reinvestment on behalf of our neighborhood community and for our individual mutual benefit.

It was agreed that each party would fulfill certain responsibilities as part of the loan agreement. Unfortunately, **I was the only party to the contract who fulfilled its obligations. Additionally, I was the only party to the contract who was penalized and held to the terms of the contract.**

The contract was breached by the City's contractor; my project was abandoned; and the City of Austin failed to resume the rehabilitation project at my home, consequently leaving my home exposed to the elements **for years**, exacerbating the initial damages.

Nonetheless, the City, who is required to be the 'neutral' managing party:

- (1) **Held me liable for the loan funds as if** the project had been completed per the terms of the contract and funds disbursed from the City's AHFC escrow account and applied toward my home.*

***The truth is:**

My home was abandoned; the City never rehabbed my home; and the escrow funds were never disbursed from the City's escrow account to my home.

- (2) **Demanded that I dissolve my contract; release the contractor from liability; and pay the contractor** (for work that was discovered was not done, or was substandard).
- (3) **Refused to resume the rehab project** unless I complied with the City's demands, which included relinquishing my contractual rights – ***Meanwhile, my toddler son and I were displaced from our home and out of options for shelter.***

The contract stipulates that the client (me) is entitled to deduct \$100/per day from the contractor's invoice for every day the project is not completed beyond its designated completion date.

However, the City of Austin overlooked this and refused to resume the project unless I met their demands, which included relinquishing my contractual rights/protections; and taking actions that protected the contractor from

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liability. The **City Council Member (Eric Mitchell)**, requested in writing the same of me -- I later discovered that **CM Eric Mitchell co-owned the Insurance agency that provided liability policies for Austin Housing Finance Corporation (AHFC) and for the contractor** with regard to my project.

The fact is:

The only party who honored the contract (me) was also the only party who was held to the terms of the contract. This contract was broken by the City's contractor; yet she was protected while I was penalized. Furthermore, AHFC ignored its own penalties for contractor debarment and continued to award the contractor more contracts over the course of the next decade. – **more homes/lives were injured** [including a home which incurred significant water damage in 2006, allegedly resulting from the contractor's actions/negligence; and consequently displacing an 89 year old woman from her home for approximately 14 months. – (1605 Canterbury)]. **The City of Austin gave lip-service to the one it victimized and rewarded the one(s) who did the victimizing.**

What the City advertised versus what it delivered appears to be a bait and switch tactic, whereupon neither the City of Austin nor its contractor fulfilled its contractual agreement and they even went so far as to come to the defense of one another and cover for each others' transgressions at the expense and detriment to myself, my family and my home. **What was advertised as a Homestead Preservation Incentive, ultimately compromised my ability to preserve my homestead and placed me at greater risk for losing my only home and becoming destitute.**

Through acts of omission and commission by the City of Austin and its contractor, the **originally estimated \$18,000. home improvement project, was ultimately transformed into a Repair Nightmare that was last bid for \$86K** (and which ultimately cost me over **\$100K** to repair the damages to my home that were caused by the City's & its contractors actions/negligence).

The protracted situation persisted for over a decade and permanently altered the course of my family's lives and livelihoods. Early on, in 1996/'97, after the contractor abandoned the project, the City of Austin estimated the repair costs for the contractor's damages at approximately **\$38K**. In July 1997, I offered to settle damages for **\$25K**. Instead, the City of Austin City Council authorized, over a period of several years, no less than \$177K in taxpayer money to hire private legal counsel in order to suppress my legal claims.

My home was structurally and environmentally unsafe to live in; yet the City of Austin deliberately enforced and exposed our family (including a toddler) to life-threatening and potentially permanent health risks/issues for no less than 6.5 years:

Via specialists' reports, my home was determined to be a **fire hazard and** to be **severely contaminated with lead-paint dust** to the point of it being classified as **hazardous waste**. The City dump would not even accept my yard soil or construction debris. It was advised per the report that lead abatement/remediation efforts be implemented, and that my family and I (including our toddler) move out immediately. Contrary to the expert reports and advice, **The City of Austin instead compelled us under threat of foreclosure, enforceable by a lien with Power of Sale,** that my family reside in the home for no-less than 6.5 years. **IN OTHER WORDS, THE CITY OF AUSTIN, KNOWINGLY AND DELIBERATELY PUT MY FAMILY AND I (including a young child) IN HARM'S WAY FOR NO LESS THAN 6.5 YEARS AND EXPOSED US TO POTENTIALLY PERMANENT INJURY.**

I did everything reasonably necessary that was within my capacity to work with the City and its contractor to resolve the situation. Instead, it seemed my family and I were placed indefinitely at the mercy of the City's and Contractor's endless **'blank-check' access to private legal funds/representation** that appeared to be used for the purposes of complicating and exacerbating a very difficult and harmful situation. Consequently, our Family endured relentless duress amidst an uncertain living situation that placed our lives in a state of **Suspended Animation indefinitely and for a prolonged period of time.**

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