

Our Options Narrow...

by John Hemler

1. January, 1990: TR representatives met with staff members of the new administration. They continued the litany that we had heard so many times—the apartments were legally sited, and even though minimal (if any) renovations had occurred in the 6 months since their arrival in TR, the owners had a legal permit to perform these renovations—“The City’s role will be to only ensure the complex is brought up to codes.”
2. January, 1990: In December, TRNA received a set of interrogatories (legal jargon for formal questions or inquiries) from the owners attorney as a part of the process regarding our law suit for condemnation. Our responses were filed with the Court in January.
3. April 11, 1990: A Journal article reported that PNM was suing the owners for expenses that occurred when the structures were moved from their old location on the east side to TR. The article also mentioned that a fire had occurred at the apartments in late March which fire officials suspected was arson. In an interview with one of the owners, he said that “renovation had been slowed by a dispute with the previous owners, preventing him from refinancing the project”.
4. May, 1990: The permit to renovate the apartments was extended to November, 1990 by the City.
5. June, 1990: The TRNA president had appointed an ad hoc committee to take a new and broader look at our possible options. (A year had gone by and little or no renovation activity had occurred.)
6. August 21, 1990: Based upon one of the ad hoc committee’s recommendations, a TRNA letter was sent to Mayor Saavedra with copies to all City Councilors. It requested : a) The owners permit, due to expire in November, not be renewed. b) If, because of current law, the permit must be renewed, that such renewal be approved by the City Council, and that performance bond of no less than \$200,000 be required of the owners to guarantee completion of construction within 6 months. c) Assuming non-renewal, that the owners be notified to remove the structure within 30 days.
7. August 23, 1990: Earle Waid, Assistant to the Mayor, said that his office had been told that the owners had secured a construction loan for the controversial apartments in TR. He said “They’ve got a contractor on board, the subs(contractors) are ready to go, it’s just a matter of getting the title cleared and then getting the construction money—I hope.”
8. August, 1990: In late August, the defendants(owners) lawyer filed a motion in District Court to have the TRNA law suit dismissed, basically on the grounds that the plaintiffs “are not a proper party to bring this law suit” and “this law suit has put a cloud over the defendants title and bars defendants from refinancing so the apartment refurbishing can be completed.” A hearing on this motion was scheduled in District Court for September 5, 1990.

9. September 5, 1990: The hearing was held in District Judge Rozier Sanchez's chambers. At the conclusion of this hearing, Judge Sanchez:
 - a) Stated that TRNA's charges of "public" and "private" nuisance had sufficient grounds to merit adjudication in the courts.
 - b) Directed TRNA's pro bono attorney, Robert Aragan, to prepare an order for Judge Sanchez's signature, enjoining the City of Albuquerque to become an "involuntary plaintiff". The City was given 30 days after receiving the order in which to give satisfactory reasons to the judge for not joining, or they would have to join.
 - c) The defendants' motion to dismiss TRNA's lawsuit was taken under advisement until such time as the City joins the lawsuit or not.
10. September 16, 1990: Judge Sanchez, in an unexpected move, dismissed the TRNA lawsuit on "technical grounds". He did, however, order the owners to obtain financing and began renovation work by March 19, 1991!!