



M&C Fwd: Transmittal of CLTC Board meeting packet of January 16, 2020

1 message

Speaker's Office <speaker@guamlegislature.org>

Fri, Jan 31, 2020 at 4:57 PM

To: Clerks Office <clerks@guamlegislature.org>

Cc: Rennae Meno <rennae@guamlegislature.org>, Tina Muna Barnes <tinamunabarnes@gmail.com>

01-31-20	4:26 PM	01-31-20	CLTC Board meeting packet of January 16, 2020.*	Chamorro Land Trust Commission	35GL-20-1497
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Sinseru yan Minagâhet,

Office of the Speaker • Tina Rose Muña Barnes  
Committee on Public Accountability, Human Resources & the Guam Buildup

35th Guam Legislature  
I Mina'trentai Singko na Liheslaturan Guahan

Guam Congress Building | 163 Chalan Santo Papa | Hagatna, GU 96910  
T: (671) 477-2520 |  
speaker@guamlegislature.org

35GL-20-1497  
Speaker Tina Rose Muña Barnes

JAN 31 2020

Time 4:26 ( ) AM 4 PM  
Received By: [Signature]

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Gumai pribilehu yan konfedensia este siha na mensáhi. Solo espesialmente para hágu ma entensioña pat ma aturisa para unrisibi. Sen prubidu kutu ti un ma aturisa para manribisa, na'etbe, pat mandespácha. Yanggen lachi rinisibu-mu nu este na mensáhi, pur fabot ago' guatu gi i numa luyong gi as speaker@guamlegislature.org yan despues descrossa todú siha i kopian mensáhi. Si Yu'os ma'áse'.

----- Forwarded message -----

From: Teresa Topasna <teresa.topasna@cltc.guam.gov>  
Date: Fri, Jan 31, 2020 at 4:26 PM  
Subject: Transmittal of CLTC Board meeting packet of January 16, 2020  
To: <speaker@guamlegislature.org>

Hafa Adai, pursuant to P.L. 31-233 please find attached the CLTC Board meeting packet of January 16, 2020.

Thank you.

Teresa T. Topasna  
Chamorro Land Trust Commission  
Tel: 649-5263 ext 436

CLTC Board mtg - January 16, 2020.pdf  
19556K

2020 JAN 31 PM 5:14

1497



# *Kumision Inangokkon Tano' CHamoru* *(CHamoru Land Trust Commission)*

P.O. Box 2950 Hagåtña, Guåhan 96932

Phone: 649-5263 Ext. 815 Fax: 649-5383

January 31, 2020

*Lourdes A. Leon Guerrero*  
Governor

*Joshua F. Tenorio*  
Lieutenant Governor

Commission Members

*G. Pika Fejeran*  
Chairwoman

*Amanda L.G. Santos*  
Commissioner

*Austin J. Duenas*  
Commissioner

*Arlene P. Bordallo*  
Commissioner

*Joseph I. Cruz*  
Commissioner

*Jack E. Hattig III*  
Administrative Director

TO: Honorable Lourdes A. Leon Guerrero  
Governor of Guam

FR: Jack E. Hattig III  
Administrative Director

RE: CLTC Board meeting of January 16, 2020

Pursuant to Public Law 31-233, transmitted herewith is the Chamorro Land Trust Commission Board meeting packet of January 16, 2020.

Please do not hesitate to contact 649-5263 ext. 815 if you have any questions.

JACK E. HATTIG III

cc: Honorable Tina Muna Barnes  
Speaker, 35<sup>th</sup> Guam Legislature



**Lourdes A. Leon Guerrero**  
Governor

**Joshua F. Tenorio**  
Lieutenant Governor

**Commission Members**

**G. Pika Fejeran**  
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**Austin J. Duenas**  
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**Ariene P. Bordallo**  
Commissioner

**Joseph I. Cruz**  
Commissioner

**Jack E. Hattig, III**  
Administrative Director

# *Kumision Inangokkon Tãno' Chamoru*

## *(CHamoru Land Trust Commission)*

P.O. Box 2950 Hagåtña, Guåhan 96932

Phone: 649-5263 Ext. 815 Fax: 649-5383

**BOARD OF COMMISSIONERS MEETING AGENDA**  
Department of Land Management Conference Room  
3<sup>rd</sup> Floor, ITC Building, Tamuning, Guam  
Thursday, January 16, 2020  
Regular Meeting - 1:00PM

Public Notice: The *Guam Daily Post* on January 9, 2020 and January 14, 2020

- |       |   |               |
|-------|---|---------------|
| I.    | <b>CALL TO ORDER</b>  | <b>1:00PM</b> |
| II.   | <b>ROLL CALL</b>  | <b>1:05PM</b> |
|       | 1. Nomination and Election of Vice-Chairperson  |               |
| III.  | <b>APPROVAL OF MINUTES</b>  | <b>1:10PM</b> |
|       | 1. July 18, 2019 – Regular Meeting  |               |
|       | 2. August 15, 2019 – Regular Meeting  |               |
|       | a. Call for the vote to issue lease – Donny J. Tainatongo   |               |
|       | b. Motion and vote to amend 15 Aug minutes  |               |
| IV.   | <b>OLD BUSINESS</b>   | <b>1:30PM</b> |
|       | 1. Agricultural and Residential Leasing   |               |
|       | a. Switched and Transferred Lease List (6)  |               |
|       | b. Proposed Standard Operating Procedure  |               |
|       | 2. Commercial Leasing   |               |
|       | a. Global Recycling, Inc. – Proposed License  |               |
|       | b. Hal's Angels/Guam Rugby Club – Settlement Terms  |               |
|       | c. Guam Racing Federation – Right of Entry/Request for Lease  |               |
|       | d. Leases expiring in two years   |               |
|       | 3. Requests   |               |
|       | a. DPW – Right of Entry to Lot 5173 Tamuning  |               |
|       | b. DPW – Proposal for Lot 11405 Dededo  |               |
|       | c. GPA – Severing of Power easement on Lot 203 Yona   |               |
| V.    | <b>NEW BUSINESS</b>   | <b>3:30PM</b> |
|       | 1. Agricultural and Residential Leasing   |               |
|       | a. Constituent Matters (6)  |               |
|       | 2. Commercial Leasing   |               |
|       | a. GEDA – revised RFPs for Tract 111, Lot 12 (Tumon),<br>Lot 5075-REM-A NEW-R1 (Tamuning), and Lot 7054-R8 (Yigo) |               |
| VI.   | <b>FINANCIAL REPORT</b>   | <b>3:15PM</b> |
|       | 1. FY21 Budget  |               |
|       | 2. Recommendations for changes to law for financial solvency  |               |
| VII.  | <b>DIRECTOR'S REPORT</b>  | <b>3:30PM</b> |
|       | 1. UOG Hatchery update  |               |
|       | 2. Transparency Update  |               |
| VIII. | <b>PUBLIC COMMENT</b>   | <b>4:00PM</b> |
| IX.   | <b>COMMISSIONERS' COMMENTS</b>  | <b>4:15PM</b> |
| X.    | <b>ADJOURNMENT</b>  | <b>4:30PM</b> |
- Next Meeting – Thursday, February 20, 2020 at 1:00PM



# Couple arrested in drug case ran out of gas

A couple whose car ran out of gas on Jan. 7 ended up being arrested on drug possession charges.

Around 2:50 p.m. that day, police saw John Chaz Pablo Sahagon removing a gas can from the trunk of a car that was pulled off on the side of the road, according to court documents filed at the Superior Court of Guam. Sahagon told police that his car had run out of gas and he had called a friend for help.

Police saw Jessica Indalecio Smith



**John Chaz Pablo Sahagon**

sitting in the passenger seat of the vehicle with a 7-month-old infant on her lap.

Sahagon told police he didn't have a driver's license or vehicle registration, documents state.

Police obtained consent to search both the vehicle and Smith's purse. Police found two plastic straws that were heat-sealed with white residue they suspected to be methamphetamine in the purse. Police also found a small, clear, resealable bag with white residue that later tested presumptive positive for methamphetamine. Smith said she didn't own the items but had placed them in her bag when police

arrived. Sahagon allegedly said they belonged to him, documents state.

On the floor of the front passenger seat, police also found small, clear, resealable bags with white residue that later tested presumptive positive for methamphetamine. Sahagon allegedly admitted these were his as well, documents state.

Sahagon, 29, was charged with possession of a Schedule II controlled substance as a third-degree felony and expired registration as a violation, documents state. Smith, 24, was charged with possession of Schedule II controlled substance.

*(Daily Post Staff)*

SPEAKER continued from page 1

Barnes chiefly sponsored to begin paying war reparations beginning in the latter part of this month. San Nicolas has said his legislation, HR 1365, which awaits a vote in the U.S. Senate, would be jeopardized if the local legislation came to fruition. Any hope of getting reimbursed for the locally paid war reparations through Congress would fail, he warned.

After the governor and some senators from within his party criticized San Nicolas' first address Monday, particularly on his war reparations stance and criticism of Bill 181, San Nicolas issued a statement Wednesday that his warning of a backlash in the Senate has come to pass.

"Less than a week after passing the local war claims bill, previous unanimous support in the Senate for HR 1365 is now at risk," San Nicolas stated.

"I have received word that there is now a concern with HR 1365. I am on a flight today back to D.C. to try to salvage this; in the meantime, the Legislature and the governor need to immediately reconsider their actions for the sake of the very people we are trying to help," he said.

In a written response, the speaker stated: "To date, the only member of Congress to complain about Bill 181 is Mike San Nicolas. If HR 1365 is now facing danger in the Senate, maybe it's because he's so loudly complained about the smoke, no one can tell that he started the fire."

Barnes noted Guam has been trying for 40 years to get war reparations paid. "It's time to put our money where our mouths are at and respectfully make whole and compensate greatest generation that has ever lived," she stated.

Barnes said she plans on "meeting with members of the Senate Judiciary Committee, where I will advocate for the passage of HR 1365."

San Nicolas responded with: "Speaker, please stay home. We are trying to contain the concern. Your presence will only call more attention to something we are trying to address through appropriate channels. I will inform you if your assistance will be helpful."

*(Daily Post Staff)*



## MMA fighter's hearing postponed

**HEARING:** Mixed martial arts fighter Ricky Camp arrives in the Superior Court of Guam Wednesday for what was supposed to be a hearing to set his trial date in a drug case. Camp's hearing was pushed back to Jan. 13 as the defense waits on documents. While the prosecution said it submitted pretrial discovery documents yesterday, defense attorney Clyde Lemmons said he's only received a disc of the grand jury proceedings. Camp has pleaded not guilty in a case that alleges 5 pounds of meth were mailed to Guam.

*Dontana Keraskes/The Guam Daily Post*

FRAUD continued from page 1

The alleged fraud occurred in August 2015.

### Co-defendant also expected to get a suspended sentence

Like Digoman, Topacio pleaded guilty to official misconduct as a misdemeanor in 2019. Her sentencing is still outstanding but Topacio's plea agreement indicated she too would receive a one-year suspended sentence and have her felony charges dismissed. She was also expected to testify against Digoman had the matter gone to trial.

Superior Court of Guam Judge Maria Cenzone, who presided over Digoman's hearing on Wednesday, said the hearing would allow the court to move

forward with Topacio's sentencing.

Both women were listed as employees of the Department of Public Health and Social Services as of the fiscal 2019 fourth quarter staffing pattern.

Digoman and Topacio are listed as nutrition assistants.

Public Health Director Linda DeNorcey told the Post last year that both women would be disciplined and could be fired.

She told the Post on Wednesday that the department is still waiting for a written judgment of conviction. Once that is submitted, the 90-day rule for adverse actions will apply. Public Health will notify the public after it proceeds through the due-process requirements, DeNorcey said.

GAS continued from page 1

says extra trips cost her family members.

"Right now I'm driving my brother to work ... that was him who just got out to pay for the gas," Oliva said with a slight shrug and a smile. "Gas costs money."

Jose Taitingfong, of Chalan Pago, and Chris Cawili, of Agana Heights, were getting gas for a friend who had run out of it down the street on Route 10.

"We're helping him out," Taitingfong said, adding "it gets tough sometimes." He surmised that with "everything happening in the Middle East, (the cost of) gas is probably gonna increase."

### GUAM ENVIRONMENTAL PROTECTION AGENCY AÑENSIAN PRUTEKSION LINA LA GUAHAN

**BOARD OF DIRECTORS MEETING: Thursday • January 16, 2020 • 4:00PM**

**Guam EPA Administration Conference Room: 17-3304 Mariner Avenue Tiyán**



**AGENDA:** I. Call to Order; II. Agenda Approval; III. Approval of 12/12/19 Minutes; IV. Administrator's Report; V. Old Business: AAFB Stipulated Request for Continuance - NOV #2019-001, Active NOV Updates: (Tsubaki Hotel/Nippo USA Inc., Lin's Hardware, Su & Zheng Corporation, Feiyang Construction & Engineering, Smithbridge, Piti failed septic system, Contract Watts, Dusit Thani, Sand Castle, Verona), RRF approval process status, PFAS update, Septic systems: lot sizes & advanced on-site treatment proposal, UST (Underground Storage Tank) Resolution and Presentation, Safe Drinking Water Statute and Regulations update; VI. New Business; VII. Miscellaneous; VIII. Next Meeting Date/Adjournment

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### CHamoru Land Trust Commission (Kumision Inangokkon Tano' CHamoru)

**CHamoru Land Trust Commission Board Meeting**  
Thursday, January 16, 2020, 1:00 p.m.,  
Department of Land Management Conference Room, 3<sup>rd</sup> Floor, ITC Building,  
590 S. Marine Corps Drive, Tamuning.  
Public Comment is scheduled for 4:00 p.m.

For a copy of the agenda you may email [teresa.topasna@cltc.guam.gov](mailto:teresa.topasna@cltc.guam.gov)

In compliance with ADA requirements, individuals requiring special accommodations, auxiliary aids or services, may call 649-6263 Ext. 815.

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GUAM DAILY POST • TUESDAY, JANUARY 14, 2020

# Defense chief admits he 'didn't see' evidence on Iran

WASHINGTON (Tribune News Service) — President Trump's senior aides struggled Sunday to reconcile conflicting statements over the reasons for killing a top Iranian general, including Trump's assertion that attacks were being actively planned against a quartet of American embassies.

At the same time, the White House walked a careful line over anti-government protests that flared for a second day in Tehran. Crowds there and in other major Iranian cities marched amid anger over the government's admission that its forces accidentally downed a Ukrainian passenger jet last week, killing all 176 aboard, most of them Iranian.

In a round of interviews on news talk shows, top administration officials were eager to call attention to dissenting voices within Iran. But they also tried to avoid giving the impression that the demonstrations dovetailed with an American desire to undermine the Tehran government.

"You can see the Iranian people are standing up and asserting their rights, their aspirations for a better government — a different regime," said Defense Secretary Mark Esper on CBS' "Face the Nation." But Robert O'Brien, the national security advisor, said regime change had "never" been the administration's Iran policy.

O'Brien, appearing on ABC's "This Week," said Iranian authorities were



**EXCHANGE:** White House Press Secretary Stephanie Grisham stands in the wings as she waits for President Donald Trump to deliver a statement in the Grand Foyer of the White House, in response to Iran firing more than a dozen ballistic missiles at two Iraqi military bases housing U.S. troops, Jan. 8 in Washington, D.C. Pete Marovich/Abaca Press/Tribune News Service

"having a very bad week" after denying and then acknowledging responsibility for shooting down the passenger plane. The strike came a few hours after Iran fired ballistic missiles at a U.S. base in Iraq in retaliation for the U.S. killing of Iranian Gen. Qassem Soleimani outside Baghdad's airport.

"This is a regime that's reeling from maximum pressure, they're reeling from their incompetence in this situation, and the people of Iran are just fed up with it," O'Brien told ABC.

Trump, who has been tweeting Farsi-language support for "the brave Iranian people," took an admonitory tone toward Iranian authorities on Sunday with an all-caps warning on Twitter: "DO NOT KILL YOUR PROTESTERS."

"The World is watching," the president wrote. "More importantly, the USA is watching."

But with questions mounting about the decision-making behind the targeting of Soleimani, senior administration officials floundered in the face of pointed questions about the legal justification for the action.

Officials have repeatedly cited an "imminent" threat from Soleimani, and Trump suggested in a Fox News interview Friday that the general was readying attacks on four U.S. embassies in the region.

"I believe it probably would've been four embassies," Trump told Fox interviewer Laura Ingraham.

No other officials have backed up the assertion from Trump, who frequently fabricates details to embroider his accounts of events. Congressional Democrats said no such intelligence was relayed to them in briefings last week.

Esper and O'Brien, in a series of tele-

vision appearances, refused to directly repeat the president's assertion although they tried to avoid directly contradicting him.

"I didn't see" any specific intelligence regarding attacks on four embassies Esper conceded, but he declared that "I share the president's view" that the diplomatic posts were "probably" target.

O'Brien took a similar stance, telling NBC's "Meet the Press" the intelligence showed "they were looking at U.S. embassies throughout the region."

But he declined to detail imminent threats against any diplomatic installation other than the American Embassy in Baghdad, whose gates were breached on New Year's Eve by protesters aligned with a pro-Iranian militia.

"I'd love to have the intelligence out there," O'Brien said. "Unfortunately if we declassify it, we could end up losing that stream of intelligence."

The episode was reminiscent of Trump aides' efforts last week to dismiss or minimize the president's threat to strike Iranian cultural sites — an action that would likely have constituted a war crime — even as the president himself amplified his original remarks.

Trump finally backed down, saying that "I like to obey the law," and there's been no evidence that any Iranian cultural sites were targeted.

Frustrated Democrats said they were well aware of the need to avoid disclosing sources and methods for intelligence reports, but accused the administration of providing an incomplete or outright misleading picture of the factors that allegedly made it imperative to kill Soleimani as a matter of self-defense.

**GUAM ENVIRONMENTAL PROTECTION AGENCY**  
 AHENSIAN PRUTEKSION LINLA GAUHAN  
**BOARD OF DIRECTORS MEETING: Thursday • January 16, 2020 • 4:00PM**  
**Guam EPA Administration Conference Room: 17-3304 Mariner Avenue Tiyan**

**AGENDA:** I. Call to Order; II. Agenda Approval; III. Approval of 12/12/19 Minutes; IV. Administrator's Report; V. Old Business: AAFB Stipulated Request for Continuance - NOV #2019-001, Active NOV Updates: (Tsubaki Hotel/Nippo USA Inc., Lin's Hardware, Su & Zheng Corporation, Feiyang Construction & Engineering, Smithbridge, Piti failed septic system, Contract Watts, Dusit Thani, Sand Castle, Verona), RRF approval process status, PFAS update, Septic systems: lot sizes & advanced on-site treatment proposal, UST (Underground Storage Tank) Resolution and Presentation, Safe Drinking Water Statute and Regulations update; VI. New Business; VII. Miscellaneous; VIII. Next Meeting Date/Adjournment

Individuals requiring special accommodations, auxiliary aids or services should contact Guam EPA by calling 360.4751/9 or via email at arlene.ackler@epa.guam.gov

**CHamoru Land Trust Commission**  
 (Kumision Inangokkon Tano' CHamoru)

CHamoru Land Trust Commission Board Meeting  
 Thursday, January 16, 2020, 1:00 p.m.,  
 Department of Land Management Conference Room, 3<sup>rd</sup> Floor, ITC Building,  
 590 S. Marine Corps Drive, Tamuning.  
 Public Comment is scheduled for 4:00 p.m.

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**JUDICIAL COUNCIL OF GUAM**  
 Suite 300 Guam Judicial Center  
 120 West O'Brien Drive  
 Hagåtña, Guam 96910-5174  
 Tel: (671) 475-3589 Fax: (671) 475-3337  
[www.guamcourts.org](http://www.guamcourts.org)

**NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION**  
 The Judicial Council of Guam will conduct its monthly meeting on Thursday, January 16, 2020, in the Justice Monessa G. Lujan Appellate Courtroom located on the 3rd Floor of the Guam Judicial Center, 120 West O'Brien Drive in Hagåtña at 12:00 p.m. The agenda will be made available prior to the meeting. In addition, a request for Executive Session of the Judicial Council of Guam will be made pursuant to 5 G.C.A. §8111(c)(4) following the discussion of regular meeting agenda items. The agenda for the Executive Session will be to discuss ongoing litigation.

Any person(s) needing special accommodations, auxiliary aids, or services, please contact the Administrator of the Courts at 475-3544, or Shelterihna T. Alokoa at 475-3589.

/s/ **CHIEF JUSTICE KATHERINE A. MARAMAN**  
 Chairwoman

**MARIANAS SPORTS OFFICIALS ASSOCIATION**  
 Financial Statements  
 Year Ended December 31, 2019  
 (Unaudited)

Cash	\$ 2,908
Accounts receivable - IIAAG, GDOE & others	33,329
<b>TOTAL ASSETS</b>	<b>\$ 36,237</b>
<b>LIABILITIES AND MEMBERS' EQUITY</b>	
Liabilities:	
Accounts payable - members	\$ 25,326
<b>TOTAL LIABILITIES</b>	<b>\$ 25,326</b>
Members' equity:	
Beginning balance, January 1, 2019	14,673
Operations - year ended December 31, 2019	(3,762)
<b>TOTAL LIABILITIES AND MEMBERS' EQUITY</b>	<b>\$ 36,237</b>
<b>INCOME:</b>	
Officiating fees	\$ 124,610
Membership dues	1,145
<b>TOTAL INCOME</b>	<b>125,755</b>
<b>DIRECT COSTS - officials' fees</b>	<b>120,426</b>
<b>GROSS PROFIT</b>	<b>5,329</b>
<b>OPERATING EXPENSES</b>	<b>9,094</b>
<b>LOSS FROM OPERATIONS</b>	<b>(3,765)</b>
Interest and other income	3
<b>NET LOSS</b>	<b>\$ (3,762)</b>





**Lourdes A. Leon Guerrero**  
Governor

**Joshua F. Tenorio**  
Lieutenant Governor

**Commission Members**

**G. Pika Fejeran**  
Chairwoman

**Vice Chairperson**  
Vacant

**Amanda L.G. Santos**  
Commissioner

**Austin J. Duenas**  
Commissioner

**Arlene P. Bordallo**  
Commissioner

**Jack E. Hattig III**  
Administrative Director

# Kumision Inangokkon Tano' CHamoru (CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932

Phone: 649-5263 Ext. 815 Fax: 649-5383

## COMMISSION MEETING MINUTES

Department of Land Management Conference Room  
3<sup>rd</sup>. Floor, ITC Building, Tamuning  
Thursday, July 18, 2019, 1:01 p.m. – 6:25 p.m.

Public Notice: The *Guam Daily Post* on July 11, 2019 and July 16, 2019

### **CALL TO ORDER: 1:03 p.m.**

**Chairwoman Pika Fejeran:** Good afternoon I would like to call this CHamoru Land Trust Commission meeting to order. The date is July 18, 2019, time is 1:03 p.m., notice for this meeting was provided on the *Guam Daily Post* on July 11<sup>th</sup> and July 16<sup>th</sup>. Before we begin, I'd like us all to rise and cite the Inefresi.

**ALL:** Citing the Inefresi

**Chairwoman Pika Fejeran:** BIBA CHamoru!

**ALL:** BIBA!

**Chairwoman Pika Fejeran:** BIBA CHamoru!

**ALL:** BIBA!

**Chairwoman Pika Fejeran:** BIBA CHAMORU!

**ALL:** BIBA!!!

### **ROLL CALL**

**Chairwoman Pika Fejeran:** Thank you everybody. Alright, roll call, I'm present, Commissioner Tan Amanda Santos

**Commissioner Santos:** Here

**Chairwoman Pika Fejeran:** Commissioner Austin Duenas

**Commissioner Duenas:** Here

**Chairwoman Pika Fejeran:** Legal Counsel Nicolas Toft

**Legal Counsel Toft:** Here

**Chairwoman Pika Fejeran:** And Acting Admin. Director Joseph B. Cruz Jr. Administrative Director, Mr. Joseph B. Cruz Jr.

**Acting Admin. Director Joseph B. Cruz Jr.:** Here

**ROLL CALL:** All present

**Chairwoman Pika Fejeran:** Hi. Thank you all for being here. As mentioned, Director Hattig is on Military Leave, so Mr. Cruz has been appointed Acting Admin. Director Joseph B. Cruz Jr. Director and he and I have been working to prepare for this meeting. So, we do have quorum, we can move forward with this meeting. First item on the agenda, first item next on the agenda is the approval of minutes. We have April 4<sup>th</sup>, Working Session Minutes; has everybody, all the Commissioners had a chance to review?

### **APPROVAL OF MINUTES: APRIL 4 MEETING MINUTES**

**Commissioner Duenas:** ... Inaudible

**Chairwoman Pika Fejeran:** Any comments? I just have some very minor edits; I think just typos. What I can do...it's really only typos that I found so pending those corrections, I can get together with the staff to make those very minor edits; there was nothing substantive for the

Rev. 8/13/2019



April 4<sup>th</sup> Working Session Minutes. Does the Commission feel comfortable making a motion on the minutes to approve pending those minor edits?

**Commissioner Duenas:** Motion to approve April 4<sup>th</sup> 2019 Working Session Meeting Minutes pending edits

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Okay. Motion has been made and second it. And like I said, the only edit to the minutes would be basically just correction of typos. Anything more substantive, we'll have to bring back to the Board for approval, does that work Legal Counsel?

**Legal Counsel Toft:** Yup

**Chairwoman Pika Fejeran:** Okay, so further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** None. All those in favor of approving the April 4<sup>th</sup> 2019 Working Session Minutes pending minor edits?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Ayes have it. Okay. Minutes passed. The next minutes we have before us is our April 4<sup>th</sup> 2019 regular Meeting. So that was also in our packet, I wanted to ask Legal Counsel if minutes are required for working sessions.

**Legal Counsel Toft:** I believe they are; I can double check for next meeting... (inaudible) discretion of the Board. But I would say, for now, we do it until... (Inaudible) and I will double check to make sure.

**Chairwoman Pika Fejeran:** Okay. Yeah, because if it's not a necessity we can save our team a lot of time preparing this. Okay. So, for the regular meeting; same thing, I just have minor edits, typo edits. Any other comments for the regular meeting minutes?

**Commissioner Duenas:** Motion to approve April 4, 2019 regular meeting minutes pending edits on typos

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Okay motion has been made and second it. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** None. Okay all those in favor?

**Commissioners:** Aye

#### **APRIL 18 MEETING MINUTES**

**Chairwoman Pika Fejeran:** Okay. Ayes have it. Regular meeting minutes, April 4<sup>th</sup> approved and then finally we have our April 18<sup>th</sup> 2019 regular meeting minutes. This was the meeting we started at 1PM and we ended at 6:49PM. That was the longest we've ever gone and probably one of the most challenging meetings I had to sit through but I think we made some progress there. My comment is on...let me see, this would be page 85 of the Board Meeting Packet.

**Commissioner Duenas:** ... Inaudible

**Chairwoman Pika Fejeran:** Yeah, I do, at the bottom. Oh, you don't have one. Okay this is the one, two...the fourth page of the April 18<sup>th</sup> meeting. Where I'm quoted, Chairwoman Pika Fejeran, second sentence; the lease does indicate a portion of Lot 278-R4 there could be a misunderstanding of what actual portion does place Ms. Guzman, but I think we're actually referring to Ms. Sablan because we're talking to Ms. Sablan but Ms. Guzman comes into it, so maybe Ms. Emily Guzman Sablan; I don't know, I just want some clarification. So, there was that comment, just to make sure that we're... we have the right person that we're talking about. And then... on page 106, it says that no second motion was officially made; this is in regards to Ms.... for a Mr. Gerard Heath Materne Johnson, oh what happened was Tan

Amanda seconded the motion before the motion was made. Do we need to make a new... just do whole set of new motions in this meeting, to correct that?

**Legal Counsel Toft:** I would say yeah.

**Chairwoman Pika Fejeran:** Okay. So, it's page 105 Tan Amanda.

**Commissioner Duenas:** just restate the motion?

**Chairwoman Pika Fejeran:** Yeah

**Commissioner Duenas:** Okay. Is it okay if we do this now?

**Chairwoman Pika Fejeran:** ... Inaudible

**Legal Counsel Toft:** Yeah, we can do it now.

**Commissioner Duenas:** Motion to approve the lease for Lot 8-33-13, Block 0, Tract 0, Municipality of Inarajan containing an area of 1858 square meters and in accordance with Public Law 23-38 for Mr. Gerald Heath Materne Johnson.

**Chairwoman Pika Fejeran:** Motion made

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Seconded by Tan Amanda. Okay, further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** Okay all those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Ayes have it, okay. So, let the record reflect that the motion, the lease was approved today. Right, Nick?

**Legal Counsel Toft:** Yes.

**Chairwoman Pika Fejeran:** Okay. Today July 18<sup>th</sup>. Was does that do? Does that affect his lease if it was back...?

**Legal Counsel Toft:** Think they can, reissue lease, I don't think it's... (inaudible)

**Chairwoman Pika Fejeran:** Has he signed the lease already?

**Land Administrator Margarita Borja:** Jhoana?

**Legal Counsel Toft:** We'll check.

**Land Administrator Margarita Borja:** Gerard Materne?

**Legal Counsel Toft:** Gerard Materne?

**Land Agent II Jhoana Bragg:** I'm not sure.

**Chairwoman Pika Fejeran:** Materne Johnson.

**Legal Counsel Toft:** We'll check. We can deal with it.

**Chairwoman Pika Fejeran:** Okay. Okay, great. Thank you. Alright... so thank you for catching that because we didn't catch that in the meeting. Let's see... okay I have no further comments.

**Commissioner Duenas:** I just want to verify, there's a few times Ms. Manley; I forgot what page number but Ms. Manley's quote is saying, ridicule instead of ridiculous; I just need to verify if she actually said, ridiculous and... (inaudible).

**Chairwoman Pika Fejeran:** Ridiculous? I think it's ridiculous. So that would be typo? Let's see, What I could do is noted here and when I get with the staff for the other edits, I'll make sure to include those. Okay so do we need to amend the minutes, referring back to that motion?

**Legal Counsel Toft:** For the Guzman Sablan one, I would just say, approval subject to changing...alteration of instances of Guzman on pages 85 and 86 to Sablan. And reading through it, it looks like you know, typo... (Inaudible).

**Chairwoman Pika Fejeran:** And updated on page 85 maybe, where we just did the new motion today; will they update it to say...

**Legal Counsel Toft:** Corrected

**Chairwoman Pika Fejeran:** Corrected, okay.

**Legal Counsel Toft:** Correct on July... (Inaudible)



**Chairwoman Pika Fejeran:** Okay, great. Okay so the April 18<sup>th</sup> meeting minutes...

**Commissioner Duenas:** Motion to approve April 18, 2019 regular meeting minutes pending the changes on pages 85 and 86 of reference of Guzman Sablan, changes to all grammatical errors and typos and changes to the motion that we did today.

**Chairwoman Pika Fejeran:** Okay. Motion has been made.

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Seconded by Tan Amanda. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** Okay, all those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Ayes have it. Thank you.

#### **OLD BUSINESS: PRE-MORATORIUM LEASE LIST**

**Chairwoman Pika Fejeran:** Okay, thank you moving on to Old Business, number one, we have our Pre-Moratorium Lease list.

**Acting Admin. Director Joseph B. Cruz Jr.:** Before we discuss the Pre-Moratorium Lease list... (inaudible) disclosure that some of the employees of the Chamoru Land Trust Commission has any conflict within third degree of consanguinity for the... (inaudible)

**Chairwoman Pika Fejeran:** Oh, thank you so much. So, this for the Pre-Moratorium or it's for...

**Acting Admin. Director Joseph B. Cruz Jr.:** For everybody.

**Chairwoman Pika Fejeran:** For all our constituents?

**Acting Admin. Director Joseph B. Cruz Jr.:** Yes ma'am.

**Chairwoman Pika Fejeran:** Thank you. Thank you for that, Joey. I've been looking for this, way to go. Alright, thank you for that. Yeah, we'll put it on record that there's no conflict.

#### **1. GREGORY AGUON**

**Chairwoman Pika Fejeran:** Alright, so let's look at this Pre-Moratorium Lease list, I think the last time we did this was that April 18<sup>th</sup> meeting? Is that right? Okay. And I believe we had a summary table for this one...for those on the Pre-Moratorium Lease list, have they been contacted to appear before us? Okay, great. Okay the first here is for Gregory Q. Aguon; I'd like to request that we table this because I believe that this property is the subject of one of our constituent matters, is that right?

**Land Agent II Jhoana Bragg:** ... (inaudible)

**Chairwoman Pika Fejeran:** Tomasa Aguon?

**Land Agent II Jhoana Bragg:** Yes. Same vicinity area.

**Chairwoman Pika Fejeran:** Same vicinity area, okay. Same property or same vicinity?

**Land Agent II Jhoana Bragg:** Property area. So, their... she was occupying there prior and she came before the Board but there was no Board approval as to you know what we're going to do in regards to Ms. Tomasa's case, yet.

**Chairwoman Pika Fejeran:** Right. Also, a decision has not been made on obviously granting the lease because it's still under... (inaudible), does the Commission want to view this, Gregory Aguon's lease now or shall we wait until we address Ms. Aguon's case? I think it's better we look at it comprehensively.

**Commissioner Duenas:** I agree.

**Commissioner Santos:** Wait.

**Chairwoman Pika Fejeran:** Okay. Okay so we'll table Mr. Aguon's for... and I believe that would be New Business, Constituent Matters; that's when that'll come up.  
**Land Agent II Jhoana Bragg:** Yes ma'am.

## 2. JOHN PATRICK AGUON

**Chairwoman Pika Fejeran:** Okay, thank you. Moving on, we have a Mr. John Patrick Aguon. Is Mr. John Patrick Aguon with us? Hi Sir, thanks for coming; if you could have a seat and give us a minute to just review your file. Thank you. Alright, so Mr. John Patrick Aguon he is a December 5<sup>th</sup> 1995 applicant and to refresh the Commission's memory, these Pre-Moratorium leases were...leases that were identified at the end of last year and early this year that had not made it onto our Ratified listing because the previous Director although, the lease holder, although the lessee and the Director had signed it... the Director had crossed out his name so and it was never brought to the Board that he did that so I'm sorry that you have to come before us Mr. Aguon but we're trying to make the situation right and look at each of these leases. Okay so again you're a December 5 1995 applicant, priority one... let's see, okay so a property was identified a lease was prepared; if you could state your name for the record, Sir?

**John Patrick Aguon:** John Patrick Muna Aguon

**Chairwoman Pika Fejeran:** Muna Aguon, okay. So, had you sign your lease and you thought that everything was all good to go?

**John Patrick Muna Aguon:** Yes.

**Chairwoman Pika Fejeran:** Yeah okay. And I also see that you had a survey authorization, have you gotten that survey? Or you just stopped on all of that?

**John Patrick Muna Aguon:** I haven't gotten it yet. Yes.

**Chairwoman Pika Fejeran:** Okay. Okay. So, Mr. Aguon... (inaudible) and Mr. Aguon are you prepared to... to sign a lease for this... we have you at Lot 15, Block 3REM, Tract 100C in Dededo?

**John Patrick Muna Aguon:** That's correct.

**Chairwoman Pika Fejeran:** And you're prepared to sign the lease and follow... and follow the lease?

**John Patrick Muna Aguon:** Yes.

**Chairwoman Pika Fejeran:** Okay. Sorry, this is a residential applicant? Residential lease?

**Commissioner Santos:** Residential?

**Chairwoman Pika Fejeran:** Or Agriculture? Okay hold on, I have it right here. Agricultural lease.

**John Patrick Muna Aguon:** Yes

**Chairwoman Pika Fejeran:** Okay so you're aware that as an Agricultural Lessee there are certain requirements for planting on your property?

**John Patrick Muna Aguon:** Yes, I understand.

**Chairwoman Pika Fejeran:** Okay. Have you... do you have experience with farming? What's your plans for the property?

**John Patrick Muna Aguon:** Not quite. But yes, I intend to farm.

**Chairwoman Pika Fejeran:** Okay... I believe it's UOG... (inaudible) and Department of Agricultural can provide you with resources, training and support to help you with that.

**John Patrick Muna Aguon:** Yes, I'm aware of that.

**Chairwoman Pika Fejeran:** And you're aware that water and power are not immediately available on your property?

**John Patrick Muna Aguon:** That's correct, I understand.

**Chairwoman Pika Fejeran:** Okay. Okay. I have no questions; did you want to see the file?



**Commissioner Duenas:** This is over a year ago.

**Legal Counsel Toft:** Yeah. So, this is just one where the Director exed out because it did not come before the Board for signature. But everything appears to be... (inaudible).

**Chairwoman Pika Fejeran:** Yeah, I agree. I believe that when we did this before it was for every... every lease, we made a motion.

**Commissioner Duenas:** Yeah. Motion to approve the lease for Mr. John Patrick Muna Aguon for Lot 15, Block 3REM, Tract 100C, Dededo

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Motion made and seconded by Tan Amanda. Any further discussion?

**Commissioners:** No

**Chairwoman Pika Fejeran:** None? Okay all those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Ayes have it. Alright. Okay Mr. Aguon your lease has been approved so the staff will prepare a new lease for you and have you come in and sign it.

**John Patrick Muna Aguon:** Okay thank you very much.

**Chairwoman Pika Fejeran:** Sure, and then I believe they'll have to issue you a new Survey Authorization because the original is expired. Okay, thank you for your patience and... sorry it's taking this long. Thank you thank you sir. Next is Mr. Joseph Perez Babauta. Hi Hafa adai sir, if you could state your name for the record.

### 3. JOSEPH PEREZ BABAUTA

**Joseph Perez Babauta:** My name is Joseph Perez Babauta.

**Chairwoman Pika Fejeran:** Okay so you're a December 2<sup>nd</sup> 1995 applicant and you're going for an agricultural lease so this priority number doesn't apply to him. For Agricultural Lease applicants, priority does not apply so... So, sir it looks like you were... in February of 2018 you were issued an Agricultural Lease for Lot 5382-13-2 Barrigada. Okay and it was one of the ones that Director Borja put an X. Okay so Mr. Babauta, do you have experience farming? Do you have private property?

**Commissioner Santos:** Yes

**Joseph Perez Babauta:** As far as experience, well I know (inaudible) to the point I use for my... (inaudible)

**Chairwoman Pika Fejeran:** Oh okay. Okay has this property been... it's also not been surveyed right? Okay not surveyed yet. So, your property would also be subject to survey and you would also be required to follow the terms of the lease that includes planting a certain amount trees or... you know, that kind of stuff based on the size of the property. Are you aware of those requirements?

**Joseph Perez Babauta:** Yes ma'am.

**Chairwoman Pika Fejeran:** And you're prepared to make the best use of the property?

**Joseph Perez Babauta:** Yes.

**Chairwoman Pika Fejeran:** Alright. That's what I like to hear.

**Commissioner Santos:** This is one half acre no?

**Chairwoman Pika Fejeran:** Yes.

**Commissioner Duenas:** Motion to approve lease for Mr. Joseph Perez Babauta on Lot 5382-13-2 in Barrigada

**Chairwoman Pika Fejeran:** Motion made

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Seconded it by Tan Amanda. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** None. All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Okay ayes have it. Alright. Mr. Babauta your lease has been approved they'll get the paperwork going for you so you could sign it. Please get the property surveyed... and congratulations.

**Joseph Perez Babauta:** Thank you very much

#### 4. CYNTHIA C. LUJAN

**Chairwoman Pika Fejeran:** Thank you. Alright next on our list is a Cynthia C. Lujan. Is Ms. Lujan here today? No? That's okay. Let's see we have... she's a December 5<sup>th</sup> 1995 applicant for residential lease, she's priority one... let's see, the residential lease is for Lot 1, Block 3REM, Tract 100C, Dededo. Oh, that sounds like it's near... Mr. Aguon. You're going to be neighbors.

**Legal Counsel Toft:** It looks like... (inaudible) everything looks fine but the Director signed it prior to the Board authorizing... (inaudible)

**Chairwoman Pika Fejeran:** Right okay I see that. And then... okay this is just a scheme... the priority, when was the interview... I see an interview conducted in 2002, I just want to make sure that... Ms. Lujan was also interviewed to determine her land ownership status at the time the lease was being... (inaudible)

**Land Agent II Jhoana Bragg:** ... (inaudible) for application if she does currently own property and if she does then we... contact her and then be re-interviewed... (inaudible)

**Legal Counsel Toft:** We could do a conditional approval

**Chairwoman Pika Fejeran:** Okay yeah. I would be... I think that's okay if we... so the conditional approval would be pending verification that she does not own any property for this resident... and then... with that verification a lease would be issued?

**Legal Counsel Toft:** Yup.

**Chairwoman Pika Fejeran:** Okay. Okay, I have no questions.

**Commissioner Duenas:** Motion to approve to lease for Cynthia C. Lujan Lot 1, Block 3REM, Tract 100C, Dededo pending the verification that she is not currently a property owner

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Okay motion made and seconded. Further discussion?

**Commissioners:** No

**Chairwoman Pika Fejeran:** Okay. All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Ayes have. Alright so since Ms. Lujan is not here, I think that's something you can do to verify administratively, just document it in her file.

**Land Agent II Jhoana Bragg:** Yes.

#### 5. THERESE M. MUNA

**Chairwoman Pika Fejeran:** Alright. Approved. Alright, next is a Therese M. Muna, is there a representative here? Okay so this is also a residential lease. Hi Hafa adai, if you could also state your name for the record.

**Therese M. Muna:** Therese M. Muna

**Chairwoman Pika Fejeran:** Hello Ma'am, so you're a December 4<sup>th</sup> 1995 applicant and here we go fast forward to almost 24 years... okay...



**Therese M. Muna:** Yup. And that has been surveyed too.

**Chairwoman Pika Fejeran:** And it has.

**Therese M. Muna:** But Mr. Ventura passed away and never put in the map.

**Chairwoman Pika Fejeran:** So, you're in that list of hanging there in the balance. Okay let's see.

**Therese M. Muna:** It was surveyed in 2005.

**Chairwoman Pika Fejeran:** Oh my gosh. Okay... I believe that's actually come up for the... how we're handling Mr. Ventura's...

**Acting Admin. Director Joseph B. Cruz Jr.:** Yes ma'am. We're meeting with the surveyors on pending maps so they're going to provide me feedback as soon as... (inaudible)

**Chairwoman Pika Fejeran:** Okay and so Ms. Muna's would be one of those that would be considered pending?

**Acting Admin. Director Joseph B. Cruz Jr.:** Yes. We'll make sure she's on there.

**Chairwoman Pika Fejeran:** Okay. Yes please. Great. Okay so let's see... so you went out, got it surveyed and stuff happened and then in April of last year, a lease was issued and signed by everybody except the Commission? And Ms. Muna, I just want to confirm; you do not own property anywhere?

**Therese M. Muna:** No.

**Land Agent Il Jhoana Bragg:** Ms. Muna is part of the list that we have with one of the survey companies so we're just waiting for them to complete the survey um along with the other constituents that are a part of that list.

**Chairwoman Pika Fejeran:** Okay.

**Acting Admin. Director Joseph B. Cruz Jr.:** Ma'am, if I may, Ms. Muna's map has been submitted today by TG Engineers so it's with our Planning Division now for review.

**Chairwoman Pika Fejeran:** Oh great!

**Therese M. Muna:** Oh, thank god!

**Chairwoman Pika Fejeran:** Okay so your map is for review. Great! And then what would the follow up steps be? They would just approve it and then...?

**Acting Admin. Director Joseph B. Cruz Jr.:** It would run through the process; if there are any corrections that need to be made, then her surveyor will be contacted to come in to make the corrections then it'll run through the process again.

**Chairwoman Pika Fejeran:** Okay and then once there's a map that's approve, we would use that for her lease?

**Acting Admin. Director Joseph B. Cruz Jr.:** For her property description. It will be referenced with the property description... (inaudible).

**Chairwoman Pika Fejeran:** Okay. Okay, great. Well there's movement there for you.

**Therese M. Muna:** Progress.

**Chairwoman Pika Fejeran:** Yes, progress. Okay, I have no questions.

**Commissioner Duenas:** Motion to approve lease for Ms. Therese M. Muna on Lot 7160-165 in Yigo.

**Chairwoman Pika Fejeran:** Okay a motion has been made

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Seconded by Tan Amanda. All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Alright. Ayes have it. Okay, Ms. Muna your lease has been approved.

**Therese M. Muna:** Thank you. Thank you for all your hard work. Enjoy.

**Chairwoman Pika Fejeran:** Oh, thank you Ms. Muna.

**ALL:** Clapping. Random shout outs: Congratulations!!!

#### 6. JESUS QUIDACHAY NINETE

**Chairwoman Pika Fejeran:** Okay. Next is a Mr. Jesus Quidachay Ninete. Mr. Ninete...

**Land Agent II Jhoana Bragg:** I don't think we were able to contact him.

**Chairwoman Pika Fejeran:** Okay. Its okay we can still look. So, he's a December 28, 1995 applicant for agriculture and this is at Lot 1-12, Block 8, Tract 10121 in Yigo... looks like...

**Commissioner Santos:** Priority two.

**Chairwoman Pika Fejeran:** Well for agriculture priority doesn't count. Let's see in March 9<sup>th</sup> the lease was issued but then again, it's the red marked ones.

**Land Agent II Jhoana Bragg:** Madame Chair, sorry, I think we just have to clarify the lot.

**Chairwoman Pika Fejeran:** Okay.

**Land Agent II Jhoana Bragg:** Indicated on the bottom it says, Lot 1-2 but on the top, it says, 1-12.

**Chairwoman Pika Fejeran:** Do we have the lease file? This is for... Ms.... (inaudible) we need a Ninete, Jesus

**Commissioner Santos:** Is he here today?

**Chairwoman Pika Fejeran:** No. Alright, let's... (inaudible) Okay the lease that's in here that has the red mark is Lot 1-12, Block 8, Tract 10121, Yigo.

**Land Agent II Jhoana Bragg:** We'll go ahead and correct the staff report in the file.

**Chairwoman Pika Fejeran:** Alright. Okay.

**Commissioner Duenas:** Was he previously contacted before... when they first signed this, when they...

**Legal Counsel Toft:** Yeah, he was interviewed... (inaudible)

**Commissioner Duenas:** We just can't get a hold of him... (inaudible)

**Land Agent II Jhoana Bragg:** It might be contacts, Sir. (Inaudible) but we do mail outs... (inaudible) but we will try to contact him again.

**Commissioner Duenas:** Okay. Motion to approve lease for Jesus Quidachay Ninete on Lot 1-12, Block 8, Tract 10121 in Yigo

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Motion made and seconded. Further discussion?

**Commissioners:** No

**Chairwoman Pika Fejeran:** No. All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Okay, ayes have it. Mr. Quidachay's lease is approved. When you send out the mailing, how long does he have to respond before we move on and are able to issue that property to somebody else? Is there a cut off? I mean I don't want to... He's unreachable.

**Acting Admin. Director Joseph B. Cruz Jr.:** We afford them at least sixty days, but even at that; we still don't (inaudible) the lot is still considered encumbered, the only time when the lot, the encumbrance will be free is when their behind (inaudible) in the event prior to this meeting; he might have been shown it and he might have exhaust some financial resources either to clear it a little bit, we don't know; so to prevent any liabilities on the Trust, we wait until the decline form is signed.

**Chairwoman Pika Fejeran:** Oh, I see.

**Commissioner Duenas:** What happens if we can't get in touch with him in the next sixty days?

**Acting Admin. Director Joseph B. Cruz Jr.:** We try to exhaust every effort; we look through the phone book, we see what we can do, check the mayor is another option.

**Commissioner Duenas:** And then what happens after that? If he's still unreachable?

**Acting Admin. Director Joseph B. Cruz Jr.:** Until he signs a decline, he is still going to be considered encumbered.

**Chairwoman Pika Fejeran:** Okay. I think there... there should be some kind of mechanism and protocol so that we're not... we don't have our hands tied for nonresponsive applicants but that's something we can....

**Acting Admin. Director Joseph B. Cruz Jr.:** I think that's factored into our proposed SOP.

#### **7. MARY RUTH PHILLIPS**

**Chairwoman Pika Fejeran:** Okay great. Great. Okay, thanks Joey. Alright... next is a Mary Ruth Phillips. Is Ms. Phillips here today? Okay, Ms. Phillips a December 2<sup>nd</sup> 1995 applicant for a residential lease, she's priority one. Hafa adai Ms. Phillips. If you could state your name for the record.

**Mary Ruth Phillips:** Mary (inaudible) Phillips

**Chairwoman Pika Fejeran:** Thank you. So, it looks like you're issued a lease for Lot 1, Block 16, Tract 10316 in Dededo it's about a half acre... okay. I see there was little confusing with your middle name but you've been able to show that you're Mary Ruth Phillips?

**Mary Ruth Phillips:** ...(inaudible)

**Chairwoman Pika Fejeran:** Okay, got it. Okay Ms. Phillips, let me just look at this thing... it looks like your property is also subject to survey? And it also looks like water and power are not immediately available on the property? I'm sorry, I wish it was different. Okay. Alright... okay I have no questions.

**Commissioner Duenas:** Motion to approve lease for Ms. Mary Ruth Phillips for Lot 1, Block 16, Tract 10316 in Dededo

**Commission Santos:** I second it.

**Chairwoman Pika Fejeran:** Motion made and seconded. Any further discussion?

**Commissioners:** No

**Chairwoman Pika Fejeran:** All those in favor?

**Commissioners:** Aye

#### **8. COLLEEN GRACE QUINATA**

**Chairwoman Pika Fejeran:** Okay ayes have it. Okay... Ms. Phillips thank you for your patience and I know it's been a long time coming, I'm glad we could approve your lease today, properly. Si Yu'us Ma'ase'. Alright next is a Ms. Colleen Grace Quinata. Hello, Hafa adai thank you for coming, if you could please state your name for the record.

**Colleen Grace Quinata:** Colleen Grace Quinata

**Chairwoman Pika Fejeran:** Okay. Hi. Okay...I see okay this is a little... this is a complex one compared to the other ones that we just heard. It looks like Ms. Quinata you... you received the application rights for the December 9<sup>th</sup> 1995 application from Ms. Sandra Mesa Cruz? Is that...

**Colleen Grace Quinata:** No. Mesa Quinata

**Chairwoman Pika Fejeran:** Oh. Can I have her folder?

**Legal Counsel Toft:** Yeah there was a name change in... (inaudible)



**Chairwoman Pika Fejeran:** Oh okay. Your original... application said Cruz, I guess? Are you Sandra Mesa... alright our thing says Cruz, then it was changed to Quinata. Okay. Please state your name for the record also.

**Sandra Mesa Quinata:** Sandra Mesa Quinata

**Chairwoman Pika Fejeran:** Quinata okay. And what is your relation?

**Sandra Mesa Quinata:** She's my daughter

**Chairwoman Pika Fejeran:** Okay. So, it looks like...from our records in 2017, August 10<sup>th</sup> you requested to transfer your application rights to your daughter and it was approved by the Deputy Director of Land Management, Mr. David Camacho. I'm sure you've heard last year there's a lot of issues and stuff in the news but the Attorney General found that those types of switches or transferring of your application rights is not allowed by the law so, the Attorney General... (inaudible) that those transfers are null and void. So, for the Trust, the way we apply that is we consider that there was no transfer at all.

**Sandra Mesa Quinata:** Okay.

**Chairwoman Pika Fejeran:** What the law does allow, for the application rights is if you pass away you would have been able to designate to her... right. But because it's in your lifetime, the Attorney General...said that's not allowed.

**Legal Counsel Toft:** ...(inaudible) accepts the lease and wait the seven years then you can transfer it.

**Chairwoman Pika Fejeran:** Right so another way that you would be able to do it within your lifetime and don't have to wait 'til you're dead is...you would hold the lease for seven years and then you could transfer it under her name. So... like I said, the way we've been treating this is we're basically saying, okay everybody get back in line where you were, so right now you still hold the application date and time for December 9<sup>th</sup> 1995 and then... Ms. Colleen Grace Quinata, your application date and time would be August 8<sup>th</sup> 2017.

**Colleen Grace Quinata:** Okay.

**Sandra Mesa Quinata:** So, the land would go back to me?

**Legal Counsel Toft:** The rights to the application.

**Sandra Mesa Quinata:** Oh okay. So, she signed a lease and it was an X on it, so can I just... stand in for that lease?

**Legal Counsel Toft:** Yes.

**Chairwoman Pika Fejeran:** Yes? Yeah... yeah... if you wish to... let me see, this is for an agricultural lease?

**Sandra Mesa Quinata:** Yes.

**Chairwoman Pika Fejeran:** Okay. Okay so agricultural lease we don't apply any priority whether you own any land or not, so I don't have to ask you that...and I think what we've done before... Legal Counsel, if you could just confirm for me that...since both applicants are now back in line and there is a lease that was identified for that December 9<sup>th</sup>. 1995 application... the Trust can issue a lease for the same property to the original applicant?

**Legal Counsel Toft:** Yes.

**Chairwoman Pika Fejeran:** And is that your intent to take the lease?

**Sandra Mesa Quinata:** Yes.

**Chairwoman Pika Fejeran:** Okay. Well great, that solves it. As an agricultural lessee you do understand that there are requirements for um planting on your property. There's like a certain number of plants that have to be planted every year and noncompliance would mean that the Trust could take the lease away.

**Sandra Mesa Quinata:** Like I mentioned to another applicant; there are resources to help you down at UOG or Department of Agriculture... let's see, it looks like the property does need to be surveyed.

**Land Agent II Jhoana Bragg:** She actually... there was a sketched that was submitted and these are going be one of the ones that will be discussed at the meeting under Mr. Meliton Santos, so we'll verify if this one of the maps that are still pending his submission.

**Chairwoman Pika Fejeran:** Oh, I see. Is he one of the surveyors that like didn't get to complete maps?

**Land Agent II Jhoana Bragg:** Yes.

**Chairwoman Pika Fejeran:** Oh, so Ventura and Santos?

**Land Agent II Jhoana Bragg:** Yes.

**Chairwoman Pika Fejeran:** Okay. So, it's pending completion? Okay, so we'll just make sure that note is there. Okay.

**Commissioner Duenas:** Motion to approve lease for Ms. Sandra Mesa Cruz

**Multiple Response:** Quinata

**Commissioner Duenas:** Oh, I'm sorry Quinata, excuse me. Lot 10171-15 in Yigo.

**Commissioner Santos:** I second it.

**Unidentified voice:** Yigo?

**Commissioner Duenas:** Oh, I'm so sorry.

**Chairwoman Pika Fejeran:** It says, Yigo.

**Commissioner Duenas:** Okay so this is in Dededo? Okay. Correction, Dededo.

**Chairwoman Pika Fejeran:** I have a question, sorry....4047 square meters, is that one acre?

**Multiple Response:** Yes

**Chairwoman Pika Fejeran:** Can I just get confirmation from Legal Counsel that we can issue out leases for that large?

**Legal Counsel Toft:** I think if the Board approves it based on the factor (inaudible) they went and got their survey done before... (inaudible) did you... (inaudible)

**Sandra Mesa Quinata:** Yes, and then there was a grave site that I had surveyed so I had to wait for another land to be available.

**Legal Counsel Toft:** Yeah, the Board makes the finding that it's...

**Chairwoman Pika Fejeran:** Because of the investment that was made for the whole property?

**Legal Counsel Toft:** Right and (inaudible) it's our agency basically.

**Chairwoman Pika Fejeran:** Okay. Alright. So, the motion made and seconded... is that... was there a second?

**Commissioner Santos:** Yeah, I second it.

**Chairwoman Pika Fejeran:** Yeah, Tan Amanda seconded. Okay. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** Okay all those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Ayes have it. Okay. Great Ms. Sandra Quinata... okay well... I'm sorry Ms. Colleen it's not your property but it's in your family right. I hope you guys....

**Land Agent II Jhoana Bragg:** She can be named the benefactor.

**Chairwoman Pika Fejeran:** Yeah and then it when you hold it for seven years you can transfer it to her.

**Sandra Mesa Quinata:** That's... (inaudible)

**Chairwoman Pika Fejeran:** Okay well thank you for your patience and congratulations.

**ALL:** Clapping

#### 9. DOLORES TAITANO QUINATA

**Chairwoman Pika Fejeran:** That's one of our 102's crossed off, right? Ms. Sandra Mesa... Alright, next is Dolores Taitano Quinata. Hafa adai, thank you for your patience. If you could state your name for the record.

**Dolores Taitano Quinata:** My name is Dolores Taitano Quinata.

**Chairwoman Pika Fejeran:** Hi, thank you for joining us. So, you are a December 2<sup>nd</sup> 1995 applicant. Your lease would be an agricultural lease that was issued back on April 3<sup>rd</sup> but red line by the Director... April 3<sup>rd</sup> 2018 this is for Lot 8-33-10 in Inarajan. Looks like a scheme was approved. So, Ms. Quinata, are you still prepared to utilize the property for farming or other type of agricultural usage?

**Dolores Taitano Quinata:** Yeah

**Chairwoman Pika Fejeran:** Oh, and you have road access... wow... this is beautiful. I would imagine also utilities?

**Dolores Taitano Quinata:** ... (inaudible)

**(Multiple back ground noise)**

**Commissioner Santos:** It's a nice place

**Chairwoman Pika Fejeran:** Okay so it's still subject to survey, right? 'Because it's just schemed out? Okay. December 2<sup>nd</sup> applicant, one of the first ones in line huh? Wow. I'm sorry it's taking this long. Okay.

**Commissioner Duenas:** Motion to approve lease for Ms. Dolores Taitano Quinata on Lot 8-33-10 in Inarajan

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Okay a motion made and seconded. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Okay ayes have it. Okay Mrs. Quinata, your lease is approved and subject to survey and the staff will be in touch with you. Do you have any questions?

**Dolores Taitano Quinata:** No

**Chairwoman Pika Fejeran:** No? Okay thank you very much.

**ALL:** Clapping

#### 10. ROBERT C. QUINTANILLA

**Chairwoman Pika Fejeran:** Okay... next is a Robert C. Quintanilla. Hi Hafa adai Sir if you could state your name for the record.

**Robert C. Quintanilla:** Quintanilla, Robert.

**Chairwoman Pika Fejeran:** Hello, Sir. So, it looks like you're a December 7, 1995 applicant...an agricultural lease was issued to you May 3<sup>rd</sup> 2018 for Lot 3 and 4, Block 5-8, Tract 15344 in Mangilao. Okay and this lease looks like it was red marked by the former Director. Alright...so it looks there's two properties identified for you...is there a reason why?

**Land Agent II Jhaoan Bragg:** It's a combination.

**Chairwoman Pika Fejeran:** Is there a reason why? Two properties about a half acre each?

**Robert Quintanilla:** Well the original was for one.

**Chairwoman Pika Fejeran:** Your original was for one?

**Robert Quintanilla:** Yeah.

**Chairwoman Pika Fejeran:** Can we just pull that up on the map?

**Land Agent I John Gumataotao:** ...(inaudible) there's so much usable area...this is a cliff.



**Chairwoman Pika Fejeran:** That's funky. Oh, a cliff line, I see. Okay. Is there currently access? There is. Like a dirt road or something?

**Robert Quintanilla:** ...(inaudible)

**Chairwoman Pika Fejeran:** Oh, you opened it?

**Land Administrator Margarita Borja:** ...(inaudible) but the actual access is not open.

**Chairwoman Pika Fejeran:** Okay, but the easement is?

**Land Administrator Margarita Borja:** Yeah.

**Chairwoman Pika Fejeran:** Okay. Can we zoom out really quick? Oh, I see okay; yeah that's closer to him.

**(Multiple conversations)**

**Chairwoman Pika Fejeran:** Okay Mr. Quintanilla, it looks like there's... wow you have, you've been farming already; okay, great. Is that like your ranch that you've been using?

**Robert Quintanilla:** Yeah.

**Chairwoman Pika Fejeran:** Oh, cool. You know that's what the Trust is for, you know... I'm sure... right...like my grandparents had ranches that taken away by the Federal Government and they took all the land and that's what the point of the Trust is, to give our families back the properties that were taken. I'm glad to hear that.

**Robert Quintanilla:** ...(inaudible)

**Chairwoman Pika Fejeran:** Okay. Did the Commission have any other questions?

**Commissioners:** None

**Chairwoman Pika Fejeran:** Motion please

**Commissioner Duenas:** Motion to approve lease for Robert C. Quintanilla Lot 3 and 4, Block 5-B, Tract 15344 in Mangilao

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Okay. Motion made and second it. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Okay ayes have it. Okay, Mr. Quintanilla thank you for your patience, just a little reminder that your property is subject to consolidation survey. Right, that's what it'll be called? Subject to survey and then what they'll do is combine the two lots that you were given.

**Robert Quintanilla:** That's the original lot nai, is the one acre but when I... (inaudible)

**Commissioner Santos:** Half

**Chairwoman Pika Fejeran:** Yeah. Also just inform you, looks like the access for your property, if we can show him the access; the proper access... yeah, the side you cleared is not Land Trust property.

**Robert Quintanilla:** I know but the... (inaudible)

**Chairwoman Pika Fejeran:** Well... just wanted to let you know where your easement is and we'll leave it at that. Okay well thank you sir. Thank you, Mr. Quintanilla. Did you have any questions for us?

**Robert Quintanilla:** When am I going hear from you?

**Chairwoman Pika Fejeran:** Yeah, good question. It looks like there's quite a few leases that have to be prepared... how long do you think it will take to call to sign the lease.

**Land Administrator Margarita Borja:** Usually...

**Acting Admin. Director Joseph B. Cruz Jr.:** By next week we should be able to contact everybody if not by tomorrow.

ALL: Clapping

**11. MICHAEL WAYNE REYES**

**Chairwoman Pika Fejeran:** Alright next is a Michael Wayne Reyes. Is Mr. Reyes here today? No okay. Mr. Reyes is a December 2<sup>nd</sup> applicant for a residential lease, is priority one, this is for lot... what does this mean, NDA?

**Land Administrator Margarita Borja:** Now...now

**Legal Counsel Toft:** ...(inaudible)

**Chairwoman Pika Fejeran:** Described as? Okay. Which one should I use? MDA okay. So, Mr. Reyes was...given Lot 6-6, Block 13, Tract 2831 in Talofoto, 1997 square meters... hold on it was.

**Legal Counsel Toft:** Yeah, he was here in March and we asked him to... we gave him a survey authorization and I think fulfilled that.

**Chairwoman Pika Fejeran:** Oh, okay and this is for an agricultural lease? So originally, he was a residential but he switched to agricultural?

**Legal Counsel Toft:** Yes.

**Chairwoman Pika Fejeran:** Okay and the survey is completed... wonderful. So, it looks like the applicant has fulfilled all requirements to include the final survey and mapping.

**Commissioner Duenas:** Motion to approve lease for Michael Wayne Reyes on Lot 6-6, Block 13, Tract 2831 in Talofoto

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Motion made and second it. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** None? All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Ayes have it. Alright, Mr. Reyes.

**Land Agent II Jhoana Bragg:** We have two more pre-moratorium constituents right here and the staff reports...actually we have it right now.

**Chairwoman Pika Fejeran:** Okay thank you.

**Land Agent II Jhoana Bragg:** ...(inaudible)

**12. JAMES SANTOS MAFNAS**

**Chairwoman Pika Fejeran:** ...(inaudible) okay. James Santos Mafnas. Hi Hafa adai, if you could state your name for the record please.

**James Santos Mafnas:** Okay I'm here on behalf of my brother, he's presently off island.

**Chairwoman Pika Fejeran:** Oh okay.

**James Santos Mafnas:** I got special power of attorney.

**Chairwoman Pika Fejeran:** Has that been submitted to the Trust yet?

**POA for James Santos Mafnas:** Yes.

**Chairwoman Pika Fejeran:** It has. Okay. Okay... sorry, where's the staff report for this? Oh, you got it. Okay so if I could have your name sir?

**POA for James Santos Mafnas:** My name?

**Chairwoman Pika Fejeran:** Yes.

**POA for James Santos Mafnas:** Michael Santos Mafnas

**Chairwoman Pika Fejeran:** Michael Santos Mafnas... oh okay, I see here. Okay so... you're here on behalf of your brother James Santos Mafnas, he's a December 9<sup>th</sup> 1995 applicant, he was issued an agricultural lease on April 30<sup>th</sup> 2018 for T100C B3 REM L 3 Dededo?

**Michael Santos Mafnas:** Yes.

**Chairwoman Pika Fejeran:** Okay and it looks like... okay looks like last year you submitted or Mr. Mafnas submitted a receipt to show that a survey... surveyor has been hired...

**Michael Santos Mafnas:** Survey is completed.

**Chairwoman Pika Fejeran:** Oh, survey is completed okay. So, I don't think I see the approved map, maybe that's working through the process?

**Michael Santos Mafnas:** The map is already being processed by Mr. Castro.

**Chairwoman Pika Fejeran:** Okay.

**Michael Santos Mafnas:** So, I'm not sure what the status is on that.

**Land Agent II Jhoana Bragg:** We'll look it up in our system to see if was submitted or not and if it was then we'll put that together towards the lease... the description.

**Chairwoman Pika Fejeran:** Great. Okay.

**Commissioner Duenas:** There's an error on the staff report, Item J; it says that the lease was signed on April 30, 2019 I think it's supposed to be 2018.

**Chairwoman Pika Fejeran:** Yeah.

**Michael Santos Mafnas:** In this case was the case caught in the (inaudible) you know the pre-moratorium.

**Chairwoman Pika Fejeran:** Yeah. I mean I'm really sorry, we were just as surprised as I'm sure he was... look at that...oh my goodness... okay... so you were... let's see... you were given power of attorney in 2018, does Mr. Mafnas plan on returning to Guam?

**Michael Santos Mafnas:** Yes ma'am, after he's retired.

**Chairwoman Pika Fejeran:** Okay.

**Michael Santos Mafnas:** He's retired from the Military but then he's working presently with... (inaudible) which is a they deploy sometimes to Afghanistan and Kuwait and all those places... (inaudible)

**Chairwoman Pika Fejeran:** Oh, okay. So, with the agricultural lease um he is subject to certain requirements and conditions. He is prepared to carry that out?

**Michael Santos Mafnas:** Yes, he is because his line is right adjacent to mine.

**Chairwoman Pika Fejeran:** Oh, okay so you'll be like caring for it until he returns.

**Michael Santos Mafnas:** I'll be care taking yes until he returns.

**Chairwoman Pika Fejeran:** Okay. Okay great. And so, you also have a Land Trust lease? Is that right?

**Michael Santos Mafnas:** Yes.

**Chairwoman Pika Fejeran:** Also, agriculture?

**Michael Santos Mafnas:** Yes.

**Chairwoman Pika Fejeran:** Okay and... you're farming it and...

**Michael Santos Mafnas:** Of course, already got mango trees there.

**Chairwoman Pika Fejeran:** Oh wonderful. Nice. Okay, I'm glad to hear that. And I'm glad to hear Mr. Mafnas has a property to come home to.

**Michael Santos Mafnas:** Yes. He's happy about that.

**Chairwoman Pika Fejeran:** Yeah... well...

**Commissioner Duenas:** Motion to approve lease for James Santos Mafnas on T100C B3 REM L3 in Dededo

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Motion made and seconded. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Okay ayes have it. Okay, Mr. Michael Mafnas thank you for being here for Mr. James Santos.

**Michael Santos Mafnas:** I have one question, as far as the utilities; do I have to come to the Board for that? ... (inaudible)

**Chairwoman Pika Fejeran:** What do you mean in terms of utilities?

**Legal Counsel Toft:** Agriculture... (inaudible)

**Michael Santos Mafnas:** I mean I'm sorry... like water and power. I stand corrected on that.

**Chairwoman Pika Fejeran:** Do you have...is there lines that you can hook into? Or is there...?

**Michael Santos Mafnas:** I'm not sure in that area.

**Chairwoman Pika Fejeran:** You know, unfortunately, much of our properties in those we had leased out the do not have water and power within 100 feet; I'm wonder if perhaps, that's this property and yours next door.

**Michael Santos Mafnas:** One of the problems we're having in there is the... the apartment that is right next to my land and my brother's land, they have a... you know, their drainage is running into the land. So, what can we do with all that?

**Chairwoman Pika Fejeran:** Okay so, is it those two?

**Land Agent I John Gumataotao:** Technically it has been redesigned but it's adjacent to that.

**Michael Santos Mafnas:** No, the second one there.

**Commissioner Santos:** There's an apartment there.

**Michael Santos Mafnas:** Yeah, there's an apartment there, a new complex and they've got their drainage draining into my land... and my brother's land. What can I do as far you know...?

**Acting Admin. Director Joseph B. Cruz Jr.:** We'll conduct the site inspection and then if need be, we'll get EPA involve for waste water.

**Chairwoman Pika Fejeran:** Okay. Okay, yeah. So, I would yeah come in and...and it's already been heard but maybe just to follow up and then you can work with the staff to figure out how that happened and all of that. But actually, I'm glad to see you're right by development so you might be able to just tap into existing water lines and power lines so... yeah. Oh, sure... Mr. Eay said he can explain something.

**Land Agent II Glenn Eay:** Yes in this area right here, it's coming out next to Macheche and this one here is behind Payless and the water drainage... this is called water collector, this is where the water stagnant comes down here; you have the lower part of the property so that's why the water comes to that area.

**Michael Santos Mafnas:** No, I'm talking about the land that is right next

**Land Agent II Glenn Eay:** You know where the apartment is right, so it flows down here and comes out this way.

**Michael Santos Mafnas:** No see the land there, right there... right there exactly...right there, that's my land right there.

**Land Agent II Glenn Eay:** Right. So, this whole area is...

**Michael Santos Mafnas:** No but I mean, the apartment there has their drainage drain into the land.

**Land Agent II Glenn Eay:** Right. They're supposed to contain their own drainage...

**Michael Santos Mafnas:** Well they're not.

**Land Agent II Glenn Eay:** So that has something... DPW has to...



**Michael Santos Mafnas:** I could take pictures and show you.

**Acting Admin. Director Joseph B. Cruz Jr.:** We'll conduct our site inspection... we'll address it.

**Michael Santos Mafnas:** Okay.

**Chairwoman Pika Fejeran:** Yeah.

**Land Agent II Glenn Eay:** Before an apartment been built, he has to go to the Land Use Commission and make sure they have their draining system in... (inaudible)

**Michael Santos Mafnas:** ...(inaudible) the land, they bulldozer the dirt into the land...

**Land Agent II Glenn Eay:** Okay we'll check into it.

**Acting Admin. Director Joseph B. Cruz Jr.:** ...(inaudible) site inspection

**Michael Santos Mafnas:** Okay.

**Chairwoman Pika Fejeran:** Okay, thank you Mr. Mafnas.

**Michael Santos Mafnas:** Aright, thank you. So, it's final?

**Chairwoman Pika Fejeran:** Yes, Sir!

**ALL:** Clapping

### 13. ALBERTA ROSE SANTIAGO

**Land Agent II Jhoana Bragg:** Madam Chair... (inaudible) Ms. Alberta Rose Santiago

**Chairwoman Pika Fejeran:** Ms. Alberta Rose Santiago. Okay. Hi Hafa adai, welcome. Can you state your name for the record?

**Alberta Rose Santiago:** Alberta Rose Santiago

**Chairwoman Pika Fejeran:** Hi thanks for coming. Alright, it looks like you were December 2<sup>nd</sup> 1995 applicant and you were issued Lot 10171-84 in Dededo, this is for a residential lease?

Okay and the lease was issued April 30<sup>th</sup> 2018 but again was one of those red marked ones and you even signed it and had it notarized so I'm sorry you had to come here today and go through all of this. Thank you for your understanding. So, let's see... okay...

**Land Agent II Jhoana Bragg:** This area is behind the... Harmon soccer field, so the area where she's at...

**Alberta Rose Santiago:** Behind the soccer field.

**Chairwoman Pika Fejeran:** Oh okay.

**Land Agent II Jhoana Bragg:** Below it, right there John, where you clicked, that area, right there.

**Land Agent I John Gumataotao:** That's not...

**Land Agent II Jhoana Bragg:** It doesn't show the area that was schemed.

**Chairwoman Pika Fejeran:** I think I have the scheme right here. So, hers is right along the right of way?

**Land Agent II Jhoana Bragg:** Yes ma'am.

**Chairwoman Pika Fejeran:** Fronting it? The lot behind her looks land locked. Oh no, there's a right of way there. Which one is it?

**Land Agent II Jhoana Bragg:** The one right beside the house, that's the clearing right by the road side... so to the left of that, right there.

**Chairwoman Pika Fejeran:** Oh, I see. Okay got it. Um and Ms. Santiago, are you... do you plan to build a house on here?

**Alberta Rose Santiago:** Yes.

**Chairwoman Pika Fejeran:** Yeah and have you been to Guam Housing Corporation?

**Alberta Rose Santiago:** Nothing yet because everything was on hold so we didn't do nothing.

**Chairwoman Pika Fejeran:** Okay but you're aware that they can offer your loan guaranty to build your home?

**Alberta Rose Santiago:** Yes.

**Chairwoman Pika Fejeran:** Okay. Okay.

**Commissioner Duenas:** Motion to approve lease for Ms. Alberta Rose Sanitago for Lot 10171-84 in Dededo

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Alright...motion made and seconded. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** Alright all those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Ayes have it. Okay Ms. Santiago thank you for your patience thank you congratulations.

**ALL:** Clapping

**Chairwoman Pika Fejeran:** Okay. I have a couple of questions; it looks like that's the end of our pre-moratorium but I still have names on here that I don't think we've heard. It might just be like; I have bad notes. Can we check Mr. Dan August Quichocho?

**Land Administrator Margarita Borja:** I believe we're meeting...all...

**Chairwoman Pika Fejeran:** That's the switch?

**Land Administrator Margarita Borja:** Yeah, all the N/A's

**Chairwoman Pika Fejeran:** Okay. Okay. James G. Sablan?

**Land Agent II Jhoana Bragg:** Under review right now.

**Chairwoman Pika Fejeran:** Okay so it's not ready to be presented?

**Land Agent II Jhoana Bragg:** It's not ready yet.

**Chairwoman Pika Fejeran:** Okay. Albert Acfalle San Agustin?

**Land Agent II Jhoana Bragg:** I'll verify...I believe that... there's some that are pending completion on the staff report.

**Chairwoman Pika Fejeran:** Okay. Okay so I just want to put it on your radar so that we're on the same page to know that we still have like a certain number to look at. Okay so that one and a Phillip Blas Santiago? Was that complete? Oh yes... okay that one was approved? Okay. Okay... so we just have outside of the special case ones, right...? We have James G. Sablan and Albert Acfalle San Agustin.

**Land Agent II Jhoana Bragg:** Okay.

**Chairwoman Pika Fejeran:** Pending staff reports.

**Land Agent II Jhoana Bragg:** Sure. Some of them may be ones that were a switch so that's why we're doing further...research on it.

**Chairwoman Pika Fejeran:** Okay.

**Land Agent II Jhoana Bragg:** Contacting the constituents to advise them before presenting it to the Board.

**Chairwoman Pika Fejeran:** Okay. Okay thank you Jhoana so that concludes our pre-moratorium agenda item. How many was that? Was anybody keeping count? No? 15 leases issued? Yeah? Good job, thank you team for getting that all set up for us so we can move through those quickly, I appreciate it. Okay, next Switched and Transfer Lease list, next on the agenda. Okay, so...

#### **OLD BUSINESS: SWITCHED AND TRANSFER LEASE LIST**

**Legal Counsel Toft:** Pardon... (inaudible) interrupt here, before we begin, a couple of weeks ago I had an idea that I discussed with the Administrative Director... (inaudible) regarding these switches and applications; now part of the problem here we're facing is that; Public Law

23-38 is... (inaudible) with 12-226, what those were, were legislative establishments and rules and regulations which are affecting these statutes and while Public Law 23-38 said the Board is free to amend these rules and regulations pursuant to the Triple A process that's not true because they're statutes, they're not rules and regulations; so we were kind of petitioning the legislature to move on these and then the rules and regulations for us so that we can move forward on these. The idea was that while we can't, we do not have the Board power to amend these... it doesn't look like the Legislature... (inaudible) on these anyway; if we can create within as a subset of the existing ones, create our own set of rules and regulations that deal with transfers of these things and what we would do is we'd follow the Triple A process, you know, same as any other rules and regulations submitted to the legislature and if they do not act on it... (inaudible) they get automatically passed after ah...what is it 92? 60? Period... (inaudible) so that we would be able to actually move on these ourselves.

**Chairwoman Pika Fejeran:** Okay so the Triple A, the rules that we would be...

**Legal Counsel Toft:** Establishing

**Chairwoman Pika Fejeran:** Establishing... creating would be focuses only on the switches?

**Legal Counsel Toft:** I would say primarily, there's probably a couple other issues that we have that we could also deal with as well. The key to it is that it can't contradict any existing rules and regulations because those... the hierarchy at laws... (inaudible) is that... (inaudible) statutes underneath that are rules and regulations so as long as anything created doesn't directly contradict the statutes... (inaudible) it would be... (inaudible) and that what would provide us a mechanism to move forward with these.

**Chairwoman Pika Fejeran:** For the ones that were...

**Legal Counsel Toft:** And looking at the list, I think we can a huge percentage of done in that manner, attack it that way. Again, it will go before the Legislature and they'll choose whether or not to have a hearing on it; and if they do, great we'll go... start moving on our proposed amendments to the existing rules and regulations so they can deal with it legislatively. If not, if they choose not to... to dodge the issue on it, it passes... just without any action on their part... (inaudible) then we could work with what we submitted.

**Chairwoman Pika Fejeran:** Okay. I like these thinking outside the box, right? But also using the right protocols and channels to make sure that whatever we do is right and the law.

**Legal Counsel Toft:** ...(inaudible) Legal scrutiny

**Chairwoman Pika Fejeran:** Right...right. So, can you just describe for me again about how the Triple A process would be for the Commission to prepare our rules and regulations?

**Legal Counsel Toft:** Right so we wouldn't... prepare a set of rules and regulations I think we'd have to provide public notice and hold a public hearing on them...similar to the Board meeting or maybe within the Board meeting. I'll double check on the exact processes on it and have it available for public inspection and then resubmit it to the Legislature and the Legislative Secretary and they have 60 days to review and either vote on them or if they fail to vote it just passes into law as new rules and regulations.

**Chairwoman Pika Fejeran:** And the rules that we would be creating, is it for the whole process or is it specific to allow us to deal with this? I think I asked that question already, I just want to make sure I understand.

**Legal Counsel Toft:** I would say to the... we can do both because it could be to take of existing issues and in anticipation of future issues as well.

**Chairwoman Pika Fejeran:** Okay.

**Legal Counsel Toft:** So, I don't think it needs to necessarily be limited to the 102 class that we have existing. We can create it such that it would also deal with the issues of potential future transfers. As long as we're very public with what we're doing, everything is open for



inspection and all... (inaudible) on these issues and discussions I'll probably conduct it and take it again to the legislature but this time if they don't move on it, it goes through; so it forces them into action or inaction but way or another it gets resolved instead of... I feel there's a lot of frustration especially those... (inaudible) back or just feels like nothing is getting done and it's just getting cranked out and so I think this would give us a definitive date for action to be taken on this, one way or another.

**Chairwoman Pika Fejeran:** Okay. Okay, I... like I said, I really like that idea... I think maybe we can explore that off line to just see what exactly the Triple A process would be... what kind of rules we'd be able to create that don't contradict the law.

**Legal Counsel Toft:** Right, I think we can work with... some of the ones that we've already created for the Legislature to review could just be lifted out of that and it... because some of those none contradictive some of them are... you know the ones where we proposed changes to the existing language obviously those are no good.

**Chairwoman Pika Fejeran:** Okay.

**Legal Counsel Toft:** But the ones that are just dealing with a newer issue thing that were not considered at the time of the creation of the original rules and regulations.

**Chairwoman Pika Fejeran:** Like the switches.

**Legal Counsel Toft:** Such as switches, those... (inaudible) do that.

**Chairwoman Pika Fejeran:** Okay. Wow. Alright. Awesome. That's good because I also feel like... you know, the Commission, though we want to resolve it we almost have no method to and this sounds like a promising way to do that.

**Legal Counsel Toft:** Yeah. I think we're trying right now...there's still a lot of... (inaudible) whole situation with these transfers that we're trying to do our best to ratify the situation but we're finding in a large percentage of them that we're not. And so, I think this may be a way to push the issue forward and get it dealt with so that and I think in a positive way if it gets a hearing from the legislature, great; and if we can force the issue and address our concerns there, then you know, hear it from them; what they want of us and then let them vote on it.

**Chairwoman Pika Fejeran:** Right and then that would also give the Commission...the opportunity if in the future things do need to be changed or fixed, they can continue that Triple A process.

**Legal Counsel Toft:** We can adjust the rules and regulations that we create.

**Chairwoman Pika Fejeran:** Right. Right. We can go back to what the Triple A resulted in... it will allow us the opportunity like many other rules and regulations that were done through the Triple A process and now... (inaudible)... great.

**Legal Counsel Toft:** We're at a disadvantage compared to the other agencies because of the legislative passing of the rules and regulations but this is a way to try and...

**Chairwoman Pika Fejeran:** Is there something that you and the Director can prepare to present to us formally? Like a proposal?

**Legal Counsel Toft:** Yeah, over the past year and a half, you know... in preparation of other proposed legislative changes for the rules and regulations, you know, I think we have an existing frame of what we wanted; it's just a matter of going through it and seeing which ones would not be part of it because they would necessarily conflict with an existing statute and which ones could go through and maybe slight alterations... (inaudible) to count for the fact that it would be going through the Triple A process instead of the legislative hearing... I mean instead of a bill hearing.

**Chairwoman Pika Fejeran:** Instead of a bill, okay. Yeah, that'll be great. I think it'll help the Commission also if you could prepare something... just to give us an idea of what it'll look like...based on the work that we've done already.

**Legal Counsel Toft:** Yeah, I mean had so many working sessions on this... I think half of my note pad is filled with...

**Chairwoman Pika Fejeran:** I think we know what we want, right? But now that we have an actual method to do it and don't have to rely on the Legislature; we could see what it would like, right? Of course, striking the ones that are contradictory... but then also what... Triple A process looks like, how much it would cost if there's any like having to do additional noticing or something like that and then also a time line.

**Legal Counsel Toft:** Yeah and I guess a lot of... what may help also, is direction from the Board as to how the... for transfers whether they would want that done, each one done in a meeting by the Board... approved by the Board or if that's something they would want administratively done or... I would probably recommend Board at your interest because that way it's out in public ... everyone has a chance to be heard on it... and it's out in the open. And I think that'll probably be... (inaudible) in having it be accepted as well so that... but again, those types of tiny procedural things, I guess might need direction on... we can prepare it and then address it better at that time.

**Chairwoman Pika Fejeran:** Okay that'll be great, yes, so we can look at all at once. So, I know that would definitely be the route to take with those leases that were issued after a transfer of application rights, right?

**Legal Counsel Toft:** Yeah, so I'm looking at the categories and you know leases issued after a switch of date and time; I think that could be essentially dealt with internal rules and regulations... issued after a transfer of application rights same thing... issued after transfer of application rights to a beneficiary and then in turn transfer those rights to another... possible we'd have to look at whether or not that we contradict the... actually no, that one we should be okay.

**Chairwoman Pika Fejeran:** That one we can hear and decide, right?

**Legal Counsel Toft:** Right... the transfer of lease prior to the seven years without approval might be tricky because that seven years one was a statute; there's not a lot of those I think maybe a total of two out of the hundred and two (102)... leases issued after transfer of application rights in which the original applicant did not qualify under the CLTC... (inaudible) that one might be tricky as well; there's I think one of those.

**Chairwoman Pika Fejeran:** I know we... there was one that we were able to resolve here because it turned out that the original applicant was eligible and qualified.

**Legal Counsel Toft:** Did actually qualify, right, so I wasn't counting that.

**Chairwoman Pika Fejeran:** Okay, so this list that we have...

**Legal Counsel Toft:** Yeah, I think up... (inaudible) ninety something I could probably take care of, if this goes through and passes.

**Chairwoman Pika Fejeran:** Okay great, that would be wonderful. Okay. Thanks.

**Legal Counsel Toft:** Yeah. I just wanted that out there before we address the transferred because that is the possible secondary solution; if we're not able to deal with it with the existing....

**Chairwoman Pika Fejeran:** Yeah, I think for those that fall into those categories that would be addressed with the Triple A process, I'd like to just set those cases aside and say we have another potential avenue for resolution... but I believe there are some categories for these where the...

**Legal Counsel Toft:** Where it could be dealt with... (inaudible)

**Chairwoman Pika Fejeran:** Where we can deal with it, right now right?

**Legal Counsel Toft:** Okay yes.

**Chairwoman Pika Fejeran:** Okay so the first one that you mentioned was the leases that were issued after a transfer of application rights to a beneficiary who then in turn transfer those rights to another; so that would be the original lessee or applicant is deceased, right? Then the beneficiary was... had been identified and the beneficiary said, you know what, I don't want this give it to somebody else, right?

**Legal Counsel Toft:** Right, and that could be done by Board action.

#### 1. GISELA R.C. ACFALLE

**Chairwoman Pika Fejeran:** Board action, okay. Oh, okay so are the cross outs on this table mean that it's been resolved? Oh, good okay...do we have staff reports for those leases that we can... I know that there was staff reports that have been provided but there was not very many and I wasn't sure why those versus others? So, let me just see...Gisela R. C. Acfalle.

**Land Administrator Margarita Borja:** Gisela would fall under that same category.

**Chairwoman Pika Fejeran:** Okay great. So, let's look at hers since we have a staff report. Gisela is on the second page at the top and then we also have her staff report. Okay so the original applicant was a Joaquin A. U. Guzman, he was a December 7th...2<sup>nd</sup> 1995 applicant so Mr. Guzman, do we have his... oh here it is... did Mr. Guzman um... is he deceased? How did the...

**Land Agent II Jhoana Bragg:** I'm sorry, I believe the original applicant is a Rosita Camacho Vitug.

**Chairwoman Pika Fejeran:** I think that's the original beneficiary? No?

**Legal Counsel Toft:** The original applicant.

**Chairwoman Pika Fejeran:** Applicant...

**Multiple Responses:**

**Commissioner Duenas:** So, not Joaquin?

**Legal Counsel Toft:** It's not Joaquin.

**Land Agent II Jhoana Bragg:** It's Rosita Camacho Vitug.

**Chairwoman Pika Fejeran:** Okay okay... not Joaquin. Rosita that would make more sense. So, Ms. Rosita's death certificate, July 20<sup>th</sup> 2012 was submitted to us okay...

**Land Agent II Jhoana Bragg:** The original benefactor that was named was actually her son which was Scotty... (inaudible) R. C. Aguon um and then the situation...he relinquished his beneficiary rights or transferred it to Ms. Gisela R.C. Acfalle; however, he came back to the Trust to revoke that relinquishment and requested to the Deputy, Mr. Camacho and in turn he disapproved that request and on November 17, 2016, a staff report from Mr. Gumataotao requesting the Commission to override Deputy Director Camacho's disapproval regarding his request to revoke his August 19, 2016 letter of relinquishment to Ms. Gisela Acfalle however, the Board did not hear this case due to Mr. Aguon not being present at the Board.

**Chairwoman Pika Fejeran:** Wow okay. So, Ms. Rosita passes away, her beneficiary was Mr. Aguon...but in 2016, he said, I don't want the beneficiary rights, give it to Gisela. Do you know what is the relation is?

**Land Agent II Jhoana Bragg:** From... I believe Mr. Gumataotao is more verse in this case so Mr. Gumataotao can further clarify.

**Land Agent I John Gumataotao:** She was the care taker for Scotty. Scotty was... at the time when I was entertaining him, he had some personal medical issues and so at the time he had Ms. Aguon as his care taker.



**Chairwoman Pika Fejeran:** Okay so he wanted it to go to her but then came back... so August 19<sup>th</sup>, he relinquished it but then... a month... August 19<sup>th</sup> 2016 he relinquished it to Gisela but then October 21<sup>st</sup> 2016 he said, never mind give it back.

**Land Agent II Jhoana Bragg:** He wrote down something indicating through his medical situation.

**Chairwoman Pika Fejeran:** Oh...

**Land Agent II Jhoana Bragg:** So, it could be one of those cases...

**Chairwoman Pika Fejeran:** Oh... oh my gosh okay I see it... it's a very sad letter. Oh my gosh.

**Land Agent I John Gumataotao:** Yeah... and... (inaudible) maybe the past two years, I've been unsuccessful in trying to get in touch with him.

**Land Administrator Margarita Borja:** She's occupying.

**Chairwoman Pika Fejeran:** Is she occupying it?

**Land Agent I John Gumataotao:** They have a makeshift structure.

**Chairwoman Pika Fejeran:** Oh. This is a very sad affidavit for Mr. Aguon. You haven't been able to get a hold of Mr. Aguon?

**Land Agent I John Gumataotao:** No, the last known address I have on him was...I think down south, Umatac and that person I think he was staying with no longer deals with him, I guess.

**Chairwoman Pika Fejeran:** How about...Gisela Acfalle?

**Land Agent I John Gumataotao:** I haven't...

**Chairwoman Pika Fejeran:** You haven't reached out to her?

**Land Agent I John Gumataotao:** Yeah, no... only because it's Scotty Aguon that initiated the....

**Chairwoman Pika Fejeran:** And is there anybody here... for this case, Gisela R.C. Acfalle or Scott...?

**Land Agent II Jhoana Bragg:** I don't think we were able to get in contact with Ms. Acfalle.

**Chairwoman Pika Fejeran:** Nobody... okay.

**Legal Counsel Toft:** You might want to wait until we're able to contact her.

## 2. MARIA DOLORES CAMACHO-GACGACAO

**Chairwoman Pika Fejeran:** Yeah, let's continue to try to contact both parties. Alright so...well that didn't go as I was expecting. That's okay. Alright so the next staff report that we have is a Maria Dolores Camacho-Gacgacao?

**Land Administrator Margarita Borja:** Gacgacao

**Maria Dolores Camacho-Gacgacao:** Gacgacao

**Chairwoman Pika Fejeran:** Gacgacao, Thank you. Hi Hafa Adai thank you for your patience. If you could state your name for the record.

**Maria Dolores Camacho-Gacgacao:** Maria Dolores Camacho-Gacgacao

**Chairwoman Pika Fejeran:** Hafa Adai. Okay so it looks like you are... the original applicant is a Juan A. Jr. Camacho, December 9<sup>th</sup> 1995 applicant...let's see...so Mr. Camacho is your father?

**Maria Dolores Camacho-Gacgacao:** Yes. He passed away.

**Chairwoman Pika Fejeran:** He's passed?

**Maria Dolores Camacho-Gacgacao:** Yes, three years ago in 2016.

**Chairwoman Pika Fejeran:** Okay. So, your father, he had a... oh no, it was a... so your father passed away and then who was the beneficiary? Original named beneficiary is Violeta Camacho?

**Maria Dolores Camacho-Gacgacao:** That's my mom

**Chairwoman Pika Fejeran:** That's your mom. Okay...she has a lease with the Trust already so she wants... was it her that requested...?

**Land Agent Supervisor Matt Leon Guerrero:** I'm sure it was her father.

**Chairwoman Pika Fejeran:** Before his passing?

**Land Agent Supervisor Matt Leon Guerrero:** Yeah. Her father came in and he passed not long after he requested to transfer to her.

**Chairwoman Pika Fejeran:** Oh, I see. Did they... he did not... he never submitted though... okay so at that time it was practiced that he could transfer the application to her?

**Land Agent Supervisor Matt Leon Guerrero:** ... Inaudible

**Chairwoman Pika Fejeran:** Okay rather than just putting her as a beneficiary, right? Okay so her mother is still the beneficiary? Or was the beneficiary?

**Land Agent Supervisor Matt Leon Guerrero:** Yeah until we transferred it to her because she ended up getting a lease; her own lease.

**Land Agent II Jhoana Bragg:** In file though, there was an attempt to leave Maria as a benefactor however, it wasn't approved, so there was the intention to leave her.

**Chairwoman Pika Fejeran:** Ah okay. Okay. But then her father ends up passing away before that could be approved?

**Land Agent II Jhoana Bragg:** He put in a request to transfer his application rights to her, in turn.

**Chairwoman Pika Fejeran:** Okay but because none of that went through, it's still a... his file still lists her mother as the benefactor?

**Land Agent II Jhoana Bragg:** Yes, the original named benefactor was Ms. Violeta Camacho.

**Chairwoman Pika Fejeran:** Okay and then since the Commission cannot recognize that transfer of application rights then she, it was never transferred to her basically so it would just go to the original benefactor which is Violeta? And then has Violeta submitted anything requesting that Maria assumed the application?

**Land Agent II Jhoana Bragg:** There was only a written request from Mr. Juan Camacho...

**Chairwoman Pika Fejeran:** Okay.

**Land Agent II Jhoana Bragg:** ...to transfer his application rights to Maria.

**Land Agent Supervisor Matt Guerrero:** Madam Chair

**Chairwoman Pika Fejeran:** Yes.

**Land Agent Supervisor Matt Leon Guerrero:** Her mother works downstairs; she's been up to the office a few times and she verbally indicated that... (inaudible) she wanted to ensure that it stayed with her daughter.

**Chairwoman Pika Fejeran:** Okay it looks like at the time the transfer was approved, right? In 2015 and then the lease was issued in 2017... okay and then we had the Attorney General's opinion. So, am I interpreting this right, since the father passed away it would go to the original benefactor, Violeta? And Violeta can request that we designate Ms. Maria as the new benefactor?

**Legal Counsel Toft:** Right. So, it would be a new lease based of that reversion in the... (inaudible) Commission to choose the successor.

**Chairwoman Pika Fejeran:** Okay I think I guess it was a verbal thing...but we should probably get an affidavit from her just so we can put it in the file. Okay. I don't have any questions. Are you currently occupying the property?

**Maria Dolores Camacho-Gacgacao:** No because I'm still waiting for the surveyor to survey. The last time I checked, they said he wasn't able to because everything was put on hold... (inaudible)

**Chairwoman Pika Fejeran:** Oh okay. So, you're waiting on us to move forward, hopefully, right? And then you'll reengage with the surveyor and get that going, okay. So if the Commission wanted to resolve this, what would our... the first step would be to... pending the

receipt of the affidavit approved designating Ms. Maria Dolores Camacho-Gacgacao as the benefactor for Mr. Juan A Junior Camacho's application and then the second motion would be to issue a lease to Ms. Maria based on that inherited application.

**Legal Counsel Toft:** Yes.

**Chairwoman Pika Fejeran:** Okay. Okay, so the first would be designate Maria as the benefactor for her father's application upon receipt of an affidavit from her mother or is conditional upon receipt?

**Legal Counsel Toft:** ... (inaudible)

**Chairwoman Pika Fejeran:** Okay.

**Commissioner Duenas:** Would the second motion also require be conditional upon receipt of that affidavit?

**Chairwoman Pika Fejeran:** ... Inaudible

**Commissioner Duenas:** Yes?

**Chairwoman Pika Fejeran:** ... Inaudible

**Commissioner Duenas:** Ms. Maria I'm going to do my best to not mispronounce your last name.

**Maria Dolores Camacho-Gacgacao:** Don't worry.

**Commissioner Duenas:** Motion to approve Ms. Maria Dolores Camacho-Gacgacao as the benefactor of Juan A. Camacho Jr. pending, I'm sorry, condition upon receipt of the affidavit from Ms. Violeta Camacho

**Chairwoman Pika Fejeran:** Okay a motion has been made.

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Seconded by Tan Amanda. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Ayes have it. Okay. So as soon as we get that affidavit from your mom relinquishing her beneficiary rights to you then you will assume your father's December 9<sup>th</sup> 1995 application rights. Okay.

**Maria Dolores Camachao-Gacgacao:** Is that when I guess like start with the survey and everything?

**Chairwoman Pika Fejeran:** Almost, almost. We need one more motion.

**Commissioner Duenas:** Motion to approve lease for Ms. Maria Dolores Camacho-Gacgacao pending via signed affidavit from her mother relinquishing her rights to Maria

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Okay motion made and seconded.

**Legal Counsel Toft:** You might want to name the lot.

**Commissioner Duenas:** Oh, I'm sorry, Lot 5382N-21 BA

**Chairwoman Pika Fejeran:** Is that Barrigada?

**Commissioner Duenas:** Barrigada.

**Chairwoman Pika Fejeran:** Okay motion made and seconded already right? Okay further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Okay the ayes have it. Okay so as soon as we get that affidavit those two motions will be finalized and they'll prepare your lease and once that lease is prepared and signed and recorded then you can move forward with the surveyor.



**Maria Dolores Camacho-Gacgacao:** Thank you.

**Chairwoman Pika Fejeran:** Thank you Maria thank you for coming.

**ALL:** Clapping

### 3. JUAN DIAZ MUNA

**Chairwoman Pika Fejeran:** Alright so the next is a Juan Diaz Muna. Hafa Adai, Sir thank you for your patience. If you can state your name for the record sir.

**Juan Diaz Muna:** Juan Diaz Muna.

**Chairwoman Pika Fejeran:** So, okay the original applicant was a Moses Diaz Muna. What is the relation?

**Juan Diaz Muna:** My dad.

**Chairwoman Pika Fejeran:** Oh, that's your father, okay. Okay and it looks like he was a pre-occupier in Agat under Land Use Permit No. 26. Moises? Is it Moises?

**Juan Diaz Muna:** Yes Moises.

**Chairwoman Pika Fejeran:** Okay well it looks like your father... as a pre-occupier; Legal Counsel, his father is a pre-occupier the CLTC has to issue a lease to him as long as he qualifies under the act, I believe that's the law.

**Legal Counsel Toft:** ...(inaudible)

**Chairwoman Pika Fejeran:** Okay. So that section applies to those who qualify under the Act, but then I'm looking at the report; it says, the father was found not to qualify based on submitted documents, Juan Diaz...who worked on his staff report?

**Land Agent II Jhoana Bragg:** I did.

**Chairwoman Pika Fejeran:** Okay can you just walk us through? I'm trying...

**Land Agent II Jhoana Bragg:** So...the original applicant is Mr. Moises Diaz Muna based on the submitted documents, he does not qualify; therefore, we qualified Mr. Juan under his mother. So, we have the submitted documents in file and a letter of relinquishment was submitted July 26, 2012, from Mr. Moises to his son Mr. Juan Muna and approved by Deputy Director July 30 2012.

**Chairwoman Pika Fejeran:** Okay, thank you. Is your father still with us?

**Juan Diaz Muna:** No, he passed away six years ago.

**Chairwoman Pika Fejeran:** Okay he's passed away.

**Legal Counsel Toft:** So, in that case, the Board can approve the transfer of application rights under 5.8.

**Chairwoman Pika Fejeran:** Okay but if the original applicant is not qualified, does that mean he still has a place in line?

**Legal Counsel Toft:** I believe it does, one of the ambiguities in the original rules says that was something... (inaudible) by the legislature at the time.

**Chairwoman Pika Fejeran:** And I think also the fact that his father did have a Land Use Permit and was...

**Legal Counsel Toft:** Right and 5.8; (2) talks about allowing unqualified spouses to designate qualified children to succeed to the application... (inaudible) it was something they vaguely considered but didn't fully flesh out all the possibilities on...

**Chairwoman Pika Fejeran:** Okay well I think um since...Mr. Muna has passed away and like Legal Counsel said, we can apply 5.8.

**Legal Counsel Toft:** 5.8a (1)

**Chairwoman Pika Fejeran:** Okay.

**Legal Counsel Toft:** In combination with the pre-occupier status as well. In theory it can be done with either one of those.

**Chairwoman Pika Fejeran:** Okay. Got it. Oh, Ms. Pat is your wife?

**Juan Diaz Muna:** Yes ma'am.

**Chairwoman Pika Fejeran:** Oh hi, nice to meet you. I know your son. John, right? John Galo...

**Juan Diaz Muna:** Yeah.

**Chairwoman Pika Fejeran:** Okay. Okay.

**Commissioner Duenas:** Motion to approve lease for Mr. Juan Diaz Muna for L480-71 in Agat

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Okay motion made and seconded. This is an approval of the lease or is it... do we approve him as a beneficiary to the application and then we approve the lease? Kind of a two-step motion, right?

**Legal Counsel Toft:** Yes, that would be a better way to do it.

**Commissioner Duenas:** Okay let me correct my motion then. Motion to approve Mr. Juan Diaz Muna as the benefactor of the application of Mr. Moises Diaz Muna

**Chairwoman Pika Fejeran:** Motion made

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Seconded by Tan Amanda. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** Okay all those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Ayes have it. Okay.

**Commissioner Duenas:** Motion to approve lease for Mr. Juan Diaz Muna for L480-71 in Agat

**Chairwoman Pika Fejeran:** Motion made

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Seconded by Tan Amanda. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Okay ayes have it. Okay Mr. Muna, thank you for patience with us.

**ALL:** Clapping

#### **4. MAVREEN JEAN MUNA**

**Chairwoman Pika Fejeran:** Alright. Next is Mavreen Jean Muna, do we have anyone for Ms. Muna here today? Mavreen or is it Maureen? It's Mavreen okay. Is she also in this category that we're going through?

**Land Agent II Jhoana Bragg:** Yes. So in Ms. Mavreen's case, it was the original applicant Mr. Juan SA Mendiola and the takeover applicant is Ms. Mavreen Jean Muna, however, in January 15, 2003, the grandchildren were named benefactors to the Agriculture Lease to include Mavreen Muna, Lawrence Muna, Melinda Taitano and Brandon Mendiola, therefore the other benefactors relinquished their beneficiary rights to Ms. Mavreen Jean Muna and a written letter was submitted by the other benefactors approved by Mr. Camacho in 2013.

**Chairwoman Pika Fejeran:** Okay so...again at the passing of the original applicant, Juan SA Mendiola that's when the benefactors came forward and relinquished it.

**Land Agent II Jhoana Bragg:** Yes. All the grandchildren were named and then...

**Chairwoman Pika Fejeran:** Okay. Pursuant to Lawrence and then he relinquished to Mavreen?

**Land Agent II Jhoana Bragg:** Yes.

**Chairwoman Pika Fejeran:** Okay.

**Land Agent II Jhoana Bragg:** And they are occupying on the property.

**Chairwoman Pika Fejeran:** And this is an Agricultural Lease at Lot 10125-11-39 in Dededo?

**Land Agent II Jhoana Bragg:** Yes, the Swamp Road area.

**Chairwoman Pika Fejeran:** Mr. Mendiola's date and time was September 23<sup>rd</sup> 1997.

**Land Agent II Jhoana Bragg:** They were pre-occupier status.

**Chairwoman Pika Fejeran:** I see... pre-occupiers, which is why we are outside of 1995.

**Land Agent II Jhoana Bragg:** Yes ma'am.

**Chairwoman Pika Fejeran:** So again, this looks like one of those that got roped in with the switch and transfers because the relinquishment of beneficiary rights, the approval should have been done here at the Commission level but they were done at the Administrative level so now it's our chance to kind of...formally approve those beneficiary relinquishments to designate Mavreen Jean Muna as the beneficiary to Juan SA Mendiola and then we would issue a new lease.

**Land Agent II Jhoana Bragg:** Yes

**Acting Admin. Director Joseph B. Cruz Jr.:** Ma'am if I may.

**Chairwoman Pika Fejeran:** Yes

**Acting Admin. Director Joseph B. Cruz Jr.:** Since the initial lease was recorded, we would need to terminate the initial lease because when the abstract is done on the Land Management side it's going to pick up so there's going to be two leases on the same...

**Legal Counsel Toft:** ...(inaudible)

**Chairwoman Pika Fejeran:** So... I don't think we need that in our motion. Do we need that in our motion to terminate?

**Legal Counsel Toft:** ...(inaudible)

**Acting Admin. Director Joseph B. Cruz Jr.:** ...(inaudible)

**Chairwoman Pika Fejeran:** Okay. So, the first would be the beneficiary approval and then the approval of the lease and termination of the lease instrument no. 859496.

**Acting Admin. Director Joseph B. Cruz Jr.:** I think the termination should come first, then the designation of the beneficiary then the issuance of the lease.

**Legal Counsel Toft:** Yes.

**Chairwoman Pika Fejeran:** Got it. Termination of existing lease, designate beneficiary and then the lease, thank you.

**Commissioner Duenas:** Motion to terminate lease under L10125-11-39 in Dededo, Instrument No. 859496.

**Chairwoman Pika Fejeran:** Okay motion made.

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Seconded by Tan Amanda. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Okay ayes have it.

**Commissioner Duenas:** Motion to approve Ms. Mavreen Jean Muna as beneficiary to Juan SA Mendiola.

**Chairwoman Pika Fejeran:** Motion made.

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Seconded by Tan Amanda. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Ayes have it.

**Commissioner Duenas:** Motion to approve lease for Mavreen Jean Muna on L10125-11-39 in Dededo

**Chairwoman Pika Fejeran:** Okay motion made.

**Commissioner Santos:** Seconded by Tan Amanda. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Ayes have it. Motion carries. Alright, thank you. Okay, next.

**5. JOHN CHRISTOPHER UNPINGCO, MARK ANDREW UNPINGCO, and MEG-ANNE CECILIA UNPINGCO**

**Chairwoman Pika Fejeran:** Do we have any representatives with us here today? Okay.

**Land Agent II Jhoana Bragg:** We weren't able to get in contact.

**Chairwoman Pika Fejeran:** No able to contact? Okay. So, can you walk us through this?

**Land Agent II Jhoana Bragg:** So, the original applicant here is Mr. Pedro Guerrero Sablan and he is a... based on pre-occupier status with the application date and time of August 14, 2001 at 10:12AM, here the takeover applicants are John, Mark and Meg-Anne Unpingco, here we have Mr. John Joseph Atoigue Sablan designating benefactor of Pedro Guerrero Sablan. In 2006 the original benefactor designated that his son and then changed it to his nephew John Sablan Unpingco.

**Chairwoman Pika Fejeran:** Sorry, hold on...back up... so the...who's John Joseph Atoigue Sablan?

**Unknown:** The son

**Land Agent II Jhoana Bragg:** The son

**Chairwoman Pika Fejeran:** Oh, okay sorry so Pedro is the applicant and John Joseph is the son that was the designated beneficiary?

**Land Agent II Jhoana Bragg:** Yes.

**Chairwoman Pika Fejeran:** Okay sorry, continue.

**Land Agent II Jhoana Bragg:** And then in turn he designated his nephew; he made a change of beneficiary to name John Sablan Unpingco, his nephew.

**Chairwoman Pika Fejeran:** So, did Mr. Pedro Guerrero Sablan pass away in that time.

**Land Agent II Jhoana Bragg:** Ah no...if the applicant is still alive, they can make changes to their beneficiary so he made a change to his original beneficiary.

**Chairwoman Pika Fejeran:** Okay so it wasn't the benefactor changing it, it was the applicant.

**Land Agent II Jhoana Bragg:** Okay so from there, Mr. John Sablan Unpingco addressed the letter indicating that he would like to designate his children as the beneficiaries, instead of himself.

**Chairwoman Pika Fejeran:** Oh okay... so he didn't want to be the benefactor in that time Mr. Sablan had passed away?

**Land Agent II Jhoana Bragg:** Yes.

**Chairwoman Pika Fejeran:** Oh, okay so Mr. Sablan passed away his nephew, John Sablan Unpingco was going to inherit the application...



**Land Agent II Jhoana Bragg:** Submitted the death certificate and everything and...

**Chairwoman Pika Fejeran:** And then he said, I don't want it because I already have something, give it to my children.

**Land Agent II Jhoana Bragg:** Yes, and he went through the Director at that time, getting the approval from him; so, he named his three children as the benefactors.

**Chairwoman Pika Fejeran:** Okay, and when was the lease issued?

**Legal Counsel Toft:** 2002

**Land Agent II Jhoana Bragg:** I believe 2002 and it was recorded for one acre.

**Legal Counsel Toft:** ... (inaudible) Who is the lease issued to?

**Land Agent II Jhoana Bragg:** The lease is under all three.

**Chairwoman Pika Fejeran:** Oh... I know we were doing that before. What do we do with that now, do we just leave it?

**Legal Counsel Toft:** Wait in 2002 the lease is to all three?

**Land Agent II Jhoana Bragg:** Yes.

**Legal Counsel Toft:** It doesn't look like they were in consideration.

**Chairwoman Pika Fejeran:** No in 2008.

**Land Agent II Jhoana Bragg:** 2008

**Chairwoman Pika Fejeran:** Okay so when was the original lease issued?

**Land Agent II Jhoana Bragg:** 2002

**Chairwoman Pika Fejeran:** So, 2002 the original lease was issued...

**Legal Counsel Toft:** To Pedro, right?

**Chairwoman Pika Fejeran:** To Pedro

**Land Agent II Jhoana Bragg:** Pedro Guerrero Sablan recorded under 767021 and then requested in 2007 for a takeover of the three children to the lease.

**Chairwoman Pika Fejeran:** Because Mr. Pedro Sablan had passed away?

**Land Agent II Jhoana Bragg:** Yes so Mr. Sablan passed away designating Mr. Unpingco as his benefactor, Mr. Unpingco then designated his three children to take over.

**Chairwoman Pika Fejeran:** So, I also see the three individuals that were identified in taking over the lease; they don't have an application in file.

**Land Agent II Jhoana Bragg:** Yes...there are some files that we have seen where a takeover happens but there was no application that was you know... basically drawn in so this is one of those cases where the three children never filled out an application but take over. So...

**Chairwoman Pika Fejeran:** Oh okay. Have we determined that they're qualified?

**Legal Counsel Toft:** That's what I was about to ask.

**Chairwoman Pika Fejeran:** Yeah... because I know that we use the application as the method to confirm the qualification.

**Land Agent II Jhoana Bragg:** I believe their qualifying documents are in file but it's just that there is no application for them and you know in the event the Commission does decide to move forward with them being designated as the benefactors then in turn we'll have them fill out the application... so that you know it can be in the file for record.

**Chairwoman Pika Fejeran:** Yeah. Okay I think it's our practice now to only put one name on the lease, right?

**Land Agent II Jhoana Bragg:** I believe that was a decision by the previous legal counsel, however, in our law it doesn't specify that only one name because we do have quite a few still in our inventory with husband and wife or we had one in previous meeting with mother and daughter....

**Chairwoman Pika Fejeran:** And I don't think we ever issued new leases with multiple names it's always been one name. I recognized that there's passed leases that are current and existing with multiple names, right? Is there...can we get some clarification on that?

**Legal Counsel Toft:** I mean the rules use the word individual a lot. There's... it's not exclusively spelled out anywhere that there can only be one person on the lease so I'm guessing that's why it was (inaudible) but yeah, it was kind of an unofficial policy where the last few years... (inaudible) individuals so that we don't have any issues of problems with succession.

**Chairwoman Pika Fejeran:** I agree. Okay, well...

**Legal Counsel Toft:** I mean we could, if the Board wants to could make a motion to request the three individuals to decide among themselves as to who would succeed.

**Chairwoman Pika Fejeran:** Yeah, I think I would be more comfortable because we would have to issue a new lease in this case anyway.

**Legal Counsel Toft:** Right

**Chairwoman Pika Fejeran:** Rectify it. One of the individuals take on the lease or volunteer to take the lease.

**Legal Counsel Toft:** And file an application

**Chairwoman Pika Fejeran:** And file an application and then it can be represented to us again.

**Legal Counsel Toft:** That would be my suggestion.

**Chairwoman Pika Fejeran:** Should we make a motion approving the benefactors... all three of the beneficiaries? No because even the beneficiaries... (inaudible)

**Legal Counsel Toft:** I think not at this time. I would say wait until they make a decision.

**Chairwoman Pika Fejeran:** Okay. What do you think is the... do we just wait and have the staff contact them?

**Commissioner Duenas:** Are all three of them being contacted to submit an application? Or...

**Land Agent II Jhoana Bragg:** I believe we were going through the father as the person who was... (inaudible) contact but you know we could go ahead and engage again and possibly contact the father... (inaudible)

**Commissioner Duenas:** Okay.

**Chairwoman Pika Fejeran:** Okay so for this case, we would.

**Legal Counsel Toft:** ...(inaudible) for the staff to contact the three names successors to have them decide amongst each other submit documentation as to which one of them wants to succeed at... I don't think we need to make a motion on it yet... until the staff.

**Chairwoman Pika Fejeran:** Okay...alright. Did you catch that? Alright thank you...

That's the last one. So that's it for our Switch and Transfer List, but I know that... (inaudible)

but can we look again at these categories to determine what cases can be presented to us for resolution. So, the first category was leases that were issued after transfer of application rights to a beneficiary who then in turn transferred those rights to another. I think we can resolve those. I see a Natasha Nicole Duenas Cruz listed here; can we have that presented at the next meeting? Christopher James Fejeran okay that is my brother in law, full disclosure. I need a form. We already heard Gisela Acfalle; we just need to contact... (inaudible) right?

Okay and next is Benny Unsiog Guzman, we can hear that one next time. Allan Michael Jose Mateo would be the next one in that category. So, the next category is leases that were issued after transfer of application rights to an ineligible beneficiary. Oh, so that's if somebody's beneficiary was named but they were ineligible and then they said okay, I can't get it so give it to somebody else; is that what those are? Can we have....

**Land Administrator Margarita Borja:** No what it is, is the person that was named or issued a lease is not eligible under the 5.8., 5.8 (2).

**Chairwoman Pika Fejeran:** Qualified as Native CHamoru.

**Land Administrator Margarita Borja:** Right. No not necessarily that, it's certain individual that can be named as beneficiaries, your nieces, your nephews, your... so the individuals that were named...

**Chairwoman Pika Fejeran:** That were outside of those relations? Okay so I think the Commission may have the power to designate that person as the beneficiary, right? Yeah...right?

**Acting Administrative Director Joseph B. Cruz Jr.:** In the law it identifies who should be the beneficiary... (inaudible) named someone outside of those... (inaudible)

**Legal Counsel Toft:** ... (inaudible)

**Chairwoman Pika Fejeran:** I think we can. Outside of those certain relations rights?

**Legal Counsel Toft:** Let me look at that while we go through the agenda because that's been a reoccurring issue that we've had... we've been talking about. Because there's like a discrepancy... (inaudible)

**Acting Administrative Director Joseph B. Cruz Jr.:** And also, in the Chapter 75... (inaudible)

**Legal Counsel Toft:** Yeah and also in the Chapter 75.

**Chairwoman Pika Fejeran:** Ah okay so more research, right?

**Legal Counsel Toft:** Yes.

**Chairwoman Pika Fejeran:** Okay leases that were issued after transfer of application rights in which a beneficiary was not designated; what are those? There's one, Ronald James Remotigue.

**Land Agent II Jhoana Bragg:** I believe the mom was the beneficiary and then transferred it to him and the father does not qualify under the Trust.

**Chairwoman Pika Fejeran:** Okay can we have this one... (inaudible) to see if it is within our purview and then the next one is leases that were issued after transfer of application rights in which the original applicant did not qualify under the CHamoru Land Trust Act. I see one, Tomas Cruz Reyes Jr. I know the Aldan was the one that we did, right?

**Land Administrator Margarita Borja:** Yeah.

**Chairwoman Pika Fejeran:** Can we look at that one too? And then leases that were issued after transfer of lease prior to the seven years without approval. I think we can look at those too because there have been like emergency circumstances, right that we could decide on? So that's Mark Anthony Perez Cruz, Josephine Pangelinan Aguon... that's it... And then transfers in accordance with the law. Why are they here? Okay so perhaps those present... (inaudible) right? We might be able to just ratify it, right? Rather than just issuing a new lease.

**Legal Counsel Toft:** Well that's some movement.

**Chairwoman Pika Fejeran:** Okay any other questions for the staff. Yes, one more?

**Land Administrator Margarita Borja:** Can we also just look at Fred Quintanilla? He's actually a red mark. He was red marked on that list, so he did come and... (inaudible) transfer, he is the original applicant, I'm not sure... in the file it indicated that he switched his lot so it's just a switch of lot not a switch of... so that's how he fell on the list...

**Chairwoman Pika Fejeran:** Ah I see.

**Land Administrator Margarita Borja:** So, do we need to make a motion to remove him or do...

**Chairwoman Pika Fejeran:** No.

**Legal Counsel Toft:** No. ... (inaudible)

**Chairwoman Pika Fejeran:** Well remove him from the list and then present it, request...

**Multiple Conversation**

**Chairwoman Pika Fejeran:** Well present it, yeah. Remove him from the list and then present it. No just remove him or keep it how it is and then in the notes say, yeah...so just leave it as is but then please present it if he's not on our ratified list.

**Land Administrator Margarita Borja:** Oh okay.

**Chairwoman Pika Fejeran:** Did... Jho you still have one more? Okay. We're running a little bit behind.

**GUAM RACEWAY**

**Legal Counsel Toft:** If you want to skip to the Raceway, really quick and I can talk about that.

**Chairwoman Pika Fejeran:** Yeah, let's do that. Thank you. Okay we'll move on to the Raceway until Ms. Jhoana comes back.

**Legal Counsel Toft:** So, the original bill for the Raceway at the time... (inaudible) could proceed with a long-term lease authorization... (inaudible) under Public Law 34-142 that was not accomplished within the time... (inaudible) so the question was, where do we go from here? And talking with the Administrative Director and the past Administrative Director the thought was that, we're basically back to working within the existing Commercial Rules and Regs... (inaudible) currently, we are in a month to month situation and I think what we should do is contact Mr. Simpson on this and tell him what we can work within the existing rules and regs and for a lease not to exceed five years or he can go back to the Legislature and try and get another bill passed. The benefit that it may have for him to work with the five year lease on this is that it wouldn't be subject to those same restrictions as the legislature placed on it as far as the extraction and things like that that are kind of deal breakers for him and when they get... basically impossible for him to financially sustain on that... again the downside is that it's only up to five years because of the existing cap on the commercial leases.

**Chairwoman Pika Fejeran:** Okay so does the bill...does the bill knowing that we passed deadline...

**Legal Counsel Toft:** It's basically expired.

**Chairwoman Pika Fejeran:** Yeah right but because of the bill it allows us to... because I know with our Commercial Rules and Regs. in order for a property to be leased (inaudible) commercial property we have to go through various steps.

**Legal Counsel Toft:** Right we would have to go back to...

**Chairwoman Pika Fejeran:** So, we would have to go through all of that, designate it as commercial, have a public hearing... okay.

**Legal Counsel Toft:** So, present those options to Henry Simpson and say here's where we're at which one do you want to try to go with and then... (inaudible) the next move is then...

**Chairwoman Pika Fejeran:** So basically, our only channel here is to follow the Commercial Rules and Regs that now apply?

**Legal Counsel Toft:** Right, unless there is another public law passed to...

**Chairwoman Pika Fejeran:** Right that he will pursuit. Okay. Okay and because the Commercial Rules and Regs. apply, we have to follow all of that but it's also open to RFP so it's not just him anymore?

**Legal Counsel Toft:** Correct.

**Chairwoman Pika Fejeran:** Okay got it.

**Acting Admin. Director Joseph B. Cruz Jr.:** Madam Chair if I may, if we at least... can we at least consider we send him our proposed draft so we can receive his decline, a response from him so can just document it, documentation, we haven't sent him our proposed draft....



**Chairwoman Pika Fejeran:** I don't think we can.

**Legal Counsel Toft:** Yeah, at this point no because the time frame has passed.

**Chairwoman Pika Fejeran:** Yeah. Yeah...because it would seem like...

**Legal Counsel Toft:** Like that's another offer

**Chairwoman Pika Fejeran:** Right, like another offer but we are not allowed to offer it to him. Okay so if I could just have the Director get in touch with Mr. Simpson and just tell him, you know, I passed.

**Legal Counsel Toft:** ...(inaudible)

**Acting Admin. Director Joseph B. Cruz Jr.:** Should we send him a letter formally or just discuss it with him first.

**Legal Counsel Toft:** I would say prepare a letter and... (inaudible) so that we're not...

**Commissioner Duenas:** ...(inaudible)

**Legal Counsel Toft:** Yeah, make sure we're not making any offers that we can't unnecessarily follow up on.

**Chairwoman Pika Fejeran:** Yeah, I know the last...

**Legal Counsel Toft:** And CC the Chairwoman on it.

**Chairwoman Pika Fejeran:** And I know the last time Mr. Simpson was here he was talking about a new bill anyway, right? Or trying to pursue it.

**Legal Counsel Toft:** Right so that maybe the direction he wants to go and if he gets that great and if not, we can go back to the commercial lease.

**Chairwoman Pika Fejeran:** Yeah. I mean my only hesitation is that it's a very huge property to be designated commercial which might...

**Legal Counsel Toft:** Affects the existing... (inaudible)

**Chairwoman Pika Fejeran:** Yeah...affects our whole inventory so... okay, thanks for that update. Just to confirm, Mr. Simpson has been granted a Right of Entry for the... or is a month to month? He's still on a month to month?

**Legal Counsel Toft:** A month to month hold over tenancy.

**Chairwoman Pika Fejeran:** Okay hold over tenancy, is there a...

**Acting Admin. Director Joseph B. Cruz Jr.:** Is there a six-month cap?

**Legal Counsel Toft:** Nope, I think we had... we had made a motion, I forget which year it was as far as how long we were going to extend the month to month; so, we may want to check on that make sure it's...

**Chairwoman Pika Fejeran:** Yeah and let's mention that to Mr. Simpson in the letter too. Just make sure that he's up to date with all of his lease payments and....

**Acting Admin. Director Joseph B. Cruz Jr.:** Already Mr. Simpson has a... (inaudible) he has a credit of a thousand (\$1000.)

**Chairwoman Pika Fejeran:** Oh, good on him.

**Acting Admin. Director Joseph B. Cruz Jr.:** But we're still trying to substantiate his admission fees.

**Chairwoman Pika Fejeran:** Yeah.

**Acting Admin. Director Joseph B. Cruz Jr.:** ...(inaudible) that because of proper documentation.

**Chairwoman Pika Fejeran:** Doesn't he need to give a report?

**Acting Admin. Director Joseph B. Cruz Jr.:** He's supposed to but unfortunately, we haven't received but we'll go through all of that in the letter.

## 6. Maltilde Castro Mercado

**Chairwoman Pika Fejeran:** Yes please. Okay thanks for the update. Okay so the next... so what are these? Oh, this is just one last one? Matilde Castro Mercado. Oh yes hello. She is on our 102?

**Legal Counsel Toft:** Yes, number 64

**Chairwoman Pika Fejeran:** 64? Thank you. Buenas hafa adai.

**Matilde's Family:** Buenas Hafa Adai.

**Chairwoman Pika Fejeran:** Hi nice to see you again, thank you for coming. Okay let's see... okay the original applicant is a Lola Wusstig Agero?

**Matilde's Family:** Yes.

**Chairwoman Pika Fejeran:** She requested to relinquish application rights to Ms. Matilde Castro Mercado?

**Unknown:** Right

**Chairwoman Pika Fejeran:** Okay is there somebody on the team that can speak to the case?

**Land Agent II Jhoana Bragg:** Jessica

**Chairwoman Pika Fejeran:** Jessica, Ms. Dayday. Okay so because of the Attorney General's opinion right we have to treat all of these transfer of application rights when the original applicant is still living, we have to put you both back in line right. Okay Jessica.

**Land Agent I Jessica Dayday:** Okay so with this one the requesting if we can transfer to or revert the application back to Ms. Wusstig and she also can designate Ms. Mercado as the beneficiary which is her niece. Ms. Mercado is her niece.

**Chairwoman Pika Fejeran:** Okay so I don't think that we need a motion to revert back the application back to Ms. Aguero.

**Legal Counsel Toft:** It automatically does. The only thing that (inaudible) is the lease itself. Terminate the lease and then issue that lot to Ms. Aguero.

**Chairwoman Pika Fejeran:** Okay so first we terminate the lease of Ms. Mercado and then issue new lease to Ms. Wusstig Aguero and then once that's done the beneficiary designated can be approved administratively?

**Legal Counsel Toft:** Yes.

**Chairwoman Pika Fejeran:** Okay so thank you for coming you can state your name for the record if you have some comments or questions for us.

**Matilde Mercado:** My name is Matilde Mercado... Castro Mercado

**Isauro Mercado:** I'm Isauro Castro Mercado

**John Castro Mercado:** And I'm John Castro Mercado

**Chairwoman Pika Fejeran:** Buenas thank you for coming.

**Isauro Mercado:** Okay the question is we had recently notarized the relinquishment paperwork for... (inaudible) makes my mom the beneficiary... (inaudible) the fact that Auntie Lola's... (inaudible) days I mean at the hospital now so we were able to get that done just avert any legalities should they come up. ...What kind of time line are we looking at as far as I guess what I'm getting at here is the common phrase I've been hearing here is most of the benefactors are literally just sad, they are the ones that are living or enjoying the privilege of taking this land... some but not a whole lot from what I'm hearing from the recent meetings are the original land applicants. So, I was hoping you can speed it up so my mom can be amongst those that originally applied and can actually enjoy in her lifetime and not ours, we'll pick up from there when it's her time.

**Chairwoman Pika Fejeran:** Okay thank you. I think what the first step would be right...since they're both back in line where they originally applied would be to terminated the lease found to be null and void... (inaudible) that's just a... we just have to do that in a motion right.

**Legal Counsel Toft:** Yeah so... (inaudible) terminate the original lease approve a lease to the original applicant although (inaudible) and then if necessary, she'll be up to... (inaudible) we could consider an emergency transfer of lease under 7.5 as well.

**Chairwoman Pika Fejeran:** Okay. Yeah.

**Legal Counsel Toft:** ... (inaudible)

**Chairwoman Pika Fejeran:** Do we need any?

**Legal Counsel Toft:** But I would wait on that third one until the lease is signed and issued.

**Chairwoman Pika Fejeran:** Okay got it.

**Legal Counsel Toft:** Yeah, for now two different motions, one terminating the original lease and the second one to issue the lease in the name of Lola Wusstig Aguero make sure that the Administrative Director approves the change of beneficiary form and then you can transfer after that.

**Acting Admin. Director Joseph B. Cruz Jr.:** ... (inaudible) All the terminations are going to be fair? Just wanted to ask. So just the Chairwoman would be sufficient to sign at the end...

**Commissioner Duenas:** Motion to terminate lease for L10122-R6 in Dededo Instrument No. 889546

**Commissioner Santos:** I second it.

**Legal Counsel Toft:** I think it's a different instrument no.

**Commissioner Duenas:** Oh, is it? Oh interesting. I'm sorry Instrument Number...

**Legal Counsel Toft:** Yeah that's the map.

**Commissioner Duenas:** Instrument no. 900608

**Chairwoman Pika Fejeran:** Motion made and corrected

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Seconded by Tan Amanda. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Okay ayes have it.

**Commissioner Duenas:** Motion to approve lease for Ms. Lola Wusstig Aguero for Lot 10122-56 Dededo

**Chairwoman Pika Fejeran:** Motion made

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Seconded by Tan Amanda. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** None okay. All those in favor?

**Chairwoman Pika Fejeran:** All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Okay motion carries. Okay so a new lease will be prepared in your aunt, Auntie Lola's name and then I do see there's a paperwork here ready to be approved by the Director once that lease is issued then Ms. Mercado will be the benefactor and then if you'd like, you can come before us again once all of that is... (inaudible) and then...we can make a determination to issue the lease to her as an emergency transfer. What would we need from Ms. Aguero?

**Legal Counsel Toft:** I would say just a letter from... (inaudible)

**Isauro Mercado:** What kind of letter? Like I said earlier we just recently notarized that she concurred as to what took place, you know, what kind of letter?

**Legal Counsel Toft:** That might... (inaudible) if it's notarized.

**Isauro Mercado:** It's notarized by your people.

**Chairwoman Pika Fejeran:** Is it this one?

**Land Agent I Jessica Dayday:** He's talking about the beneficiary designation form but there was well the relinquishment was one prior to the application.

**Isauro Mercado:** Which you have in file.

**Acting Admin. Director Joseph B. Cruz Jr.:** Just have her prepare another relinquishment letter like she did initially to state... (inaudible)

**Legal Counsel Toft:** Well request to transfer.

**Multiple conversations**

**Acting Admin. Director Joseph B. Cruz Jr.:** Request for transfer and then state the reason so they're aware of... (inaudible)

**Chairwoman Pika Fejeran:** And then we can make it as an emergency.

**Isauro Mercado:** Well in my previous statement, I don't want to take away that you guys are doing are a tremendous job, okay? We applaud not just the recipients but also all your hard work.

**Chairwoman Pika Fejeran:** Thank you too.

**ALL:** Clapping

**Matilde Mercado:** Speaking the CHamoru: Un dankulu na si yu'us ma'ase para todus hamyu (A big thank you to all of you).

**Commissioner Santos:** Enjoy

**Chairwoman Pika Fejeran:** Okay. Alright...we already talked about the Raceway... UOG Hatchery. Is that you Joe...Joey?

### UOG HATCHERY

**Acting Admin. Director Joseph B. Cruz Jr.:** We have no updates regarding the... (inaudible)

**Chairwoman Pika Fejeran:** I have been... I have a meeting with Therese Terlaje, Senator Terlaje's staff member about this, the bill is currently in committee and she was requesting feedback, I wanted to ask the Commission...our last go at this with the Hatchery you know was, you gotta pay us and all of that and I believe that UOG is open to doing some in kind services for the property but I did want to ask the Commission to...it was actually made clear to me that the property down where they're encroaching on, it actually goes back further and it's cliff line and if we give them that property we really have no access or use for the rest... it's almost like a triangle because it's at the bottom of the cliff that's only accessible for their property. So, I wanted to see if the Commission would be amendable to actually transferring that entire property to the UOG Hatchery because it would be otherwise unusable for our purposes. Can we pull it up on the...?

**Land Administrator Margarita Borja:** So, we had the Survey Division prepare a map for you guys. What it is, is the whole lot contain...5412 basic lot contains ninety-eight point seven acres (98.7) acres; the transfer to the CHamoru Land Trust was only sixty-one point seven (61.7) so um, we had the Survey Division identify where exactly the 61.7 acres would be, so this is a design that we came up with, we don't know whether or not you wanted the line to include the Hatchery area or not include; this is just a scheme, we just tried to identify where is the 61.7.

**Chairwoman Pika Fejeran:** It's floating?

**Land Administrator Margarita Borja:** Yeah, so...



**Chairwoman Pika Fejeran:** Sorry...because we... (inaudible) from Mr. Borja at that meeting so this Lot 5412 is actually... what's the total acreage?

**Land Administrator Margarita Borja:** 98.7

**Chairwoman Pika Fejeran:** The total acreage is 98.7 acres but then when you follow the land documents for the land that was transferred into the Trust inventory only 61.7 acres was transferred but it never said which part of this huge lot, so it's almost like floating. So, what's your proposal?

**Land Administrator Margarita Borja:** So we recognized, we recognized Public Law 22-18 where agencies came in to reserve certain acreage in the area, so we recognized 17 acres from GWA, GPA and then the 2 acres that was requested by Guam Energy; so we took those out and we came in to whatever the remainder was and we carved out the 61.7 to include the parceling that we did here because these are ours.

**Chairwoman Pika Fejeran:** I think what I'd like to see which would be more applicable is based on the contours of it.

**Land Administrator Margarita Borja:** Okay.

**Chairwoman Pika Fejeran:** Because I think that line would just be... (inaudible)

**Land Administrator Margarita Borja:** On what's usable.

**Chairwoman Pika Fejeran:** Yeah... yeah... I think if we would know what's usable based on the...

#### **Multiple Conversations**

**Land Administrator Margarita Borja:** Did you take that into consideration?

**Engineer Technician II Pierce Castro:** No.

**Land Administrator Margarita Borja:** When you did this?

**Engineer Technician II Pierce Castro:** No.

**Land Administrator Margarita Borja:** So just looking at this, are you able to say that majority of this down here is not usable?

**Chairwoman Pika Fejeran:** Here I have... (inaudible)

**Land Administrator Margarita Borja:** So, I'm not sure whether you want...

**Chairwoman Pika Fejeran:** I mean I don't really want to see that all because I'm... (inaudible) as CHamoru Land Trust Property. But my proposal is... so if you look here right, this is the hatchery and this is the part they want... that we're like, okay, we'll give it to you if you give us in kind services but if you look here, this is a huge cliff that goes all the way pretty much to the water; so I was thinking you know what let's just give that whole piece to them... we would never be able to access it or use it anyway... and that way all of this really actually just this up here is property that would be usable by the Trust, okay? What do you think? My concern is that I just want to make sure that when property is taken outside of the Trust it's not just taken and we're left with nothing that we have some kind of compensation and I believe that UOG and their extension services can provide us a whole wealth of resources and man power to help us to achieve with some of the goals we have. You know one of the things that they can do and they've offered is a farmer's program, which I think can be helpful but I also think that they probably have resources that could actually help the Trust better than just providing farmers training for some people. But I think I feel comfortable, it sounds like that understand that there will be some kind of exchange here, maybe not money exchange for the land but in-kind services that we can actually sit down with then and discuss. What does the... yeah, I just want to know, does the Commission comfortable with this or I guess what would happen is that the bill will be revised and then represented.

**Legal Counsel Toft:** Yeah.

**Chairwoman Pika Fejeran:** Okay.

**Commissioner Duenas:** They're asking for that, the rest of that?

**Chairwoman Pika Fejeran:** They... I think they had asked. I think that they only asked for this because... (inaudible) but better understanding of the site that's... (inaudible) you know inaccessible anyway.

**Commissioner Duenas:** If we let them use that one, would they actually do something with it or are they only going to do what they have to do with it that would... (inaudible)

**Chairwoman Pika Fejeran:** I think they're just using that one. But then, transferring it all of it to them would be mean that they can fully and completely control that whole area.

**Legal Counsel Toft:** Their concern was contamination (inaudible) area because it's delicate... (inaudible) operation as far as...

**Chairwoman Pika Fejeran:** Yeah, sensitive. I'm sure that they would be very happy that would have full... full control of the property that's behind them. Okay so should we... I mean I can present that to Therese and then they can revise the bill and then represent it to the Commission.

**Legal Counsel Toft:** Yeah, that would be... (inaudible)

**Chairwoman Pika Fejeran:** Okay alright. Mr. Cruz can you maybe remind me or something?

**Acting Admin. Director Joseph B. Cruz Jr.:** Should we request the survey guys to prepare a drawing that would... (inaudible)?

**Chairwoman Pika Fejeran:** Yeah let's do that.

**Acting Admin. Director Joseph B. Cruz Jr.:** So, for my understanding it's from this point down to... (inaudible)

#### **OLD BUSINESS: LAND FOR THE LANDLESS**

**Chairwoman Pika Fejeran:** Yeah, I think you can look at the contour map, because yeah, I guess that corner is basically on the cliff anyway. Okay sorry, I just want to finish up with this Old Business. ... (inaudible) number three... it looks like there was so much work done and there was a lot of property that was assessed for leasing for the Land for the Landless, I think this is, I don't... yeah, I love this, I like the summary page, it tells us how many developable lots that we have, how much is undevelopable, how many have no access so on and so forth... this is definitely going to help us moving forward but I would like to get a little more time to kind of look at this and... when you say developable does that mean utilities, access and utilities?

**Engineer Technician II Pierce Castro:** In certain, in Tract in Talofoto and in Merizo, there's already paved road and there are existing houses so yes there is.

**Chairwoman Pika Fejeran:** So, there's road and...

**Engineer Technician II Pierce Castro:** And it's also in the beginning of the check list, just got to go back to the check list.

**Chairwoman Pika Fejeran:** Yeah so if you can give it to us. So, what would qualify it as developable?

**Engineer Technician II Pierce Castro:** Nice and flat... you know, to me, anything can be developed but it depends on but... we put undevelopable for the ones that were ridiculously sloped or... (inaudible) or swamped or whatever.

**Chairwoman Pika Fejeran:** Okay great. So, if we can get some more information for those identified as developable whether there's infrastructure and access and part of this endeavor also would include the standard operating procedures, right? I didn't see anything yet, so I assume that you guys are still working on that. Okay. What I'd like to see for the SOP, I know that there's a lot of details and weeds that you can get into right based on like what an actual

land agent has to do to complete it. But what I'd like to see first is a big picture view okay before getting down to the nitty gritty.

**Acting Admin. Director Joseph B. Cruz Jr.:** Broad... (inaudible) detail.

**OLD BUSINESS: INADAHEN I LINALA KOTTURAN CHAMORU**

**Chairwoman Pika Fejeran:** Yeah, so that can be presented at another meeting, I'm hoping. I really want to get moved forward and start the process to start leasing these properties. Okay and finally Inadahen I Linala I kotturan I CHamoru, do we have a representative here today? From Inadahen I Linala? Okay...I saw a lease in here but I think I spoke with Mr. Cruz about it was obviously based of our Commercial Rules and Regs and I wanted to...just ask that you revisit the case to see what type of community, facility community center lease can be drafted because we cannot... because we can't ask them to pay the ten percent (10%) of the Fair Market Value because they are a nonprofit, right? So, we'll revisit this at a later date. Okay and we are passed our public comment period but if I could just ask for a five-minute recess. Thank you everybody, we'll resume in five minutes.

**FIVE MINUTE RECESS**

**Chairwoman Pika Fejeran:** Okay I'd like to call this CHamoru Land Trust Meeting back to order. Okay thank you everybody for your patience, we've completed our old business agenda item but we're pretty much behind so I'd like to jump down on under New Business, number three, Constituent Matters, which what I assume is what everybody is here for...since you're still here so I'd like to get to this. So...first person is Francisco Leon Guerrero Castro, is that right? Mr. Castro?

**NEW BUSINESS: CONSITUENT MATTERS**

**1. Frank L.G. Castro**

**Chairwoman Pika Fejeran:** Hafa Adai Sir, hi if you could both state your name for the record.

**Unknown:** My karaoke days are over.

**Marvin Aguilar:** Hello everybody, my name is Marvin Aguilar to my left is Mr. Frank LG Castro if you folks don't know who he is, he is one of the Island's few registered land surveyors, he comes before the Commission to request the opportunity to apply for a building permit; at this time Mr. Castro has a lease, an existing lease for Lot 7055-6 if I'm not mistaken. Alright it's been a while for me for us, in Yigo and what he proposes to do is to construct a single bedroom, single story... (inaudible) structure on the property. So we're... (inaudible) so my understanding, the policy of the Commission is that you do have to go before the Commission but I think in this case we were or he received approval to apply for a clearing and grading permit at one time and I'm not sure if he received an approval to apply for utilities, water power and sewer. So basically, this is what the request, whatever procedures or paperwork is necessary to build this. ... (inaudible) I'm his representative at this point only because his actual representative is off island... (inaudible) there was a letter that was submitted on July 15<sup>th</sup> 2019 so...

**Acting Admin. Director Joseph B. Cruz Jr.:** Madam Chair, I think the constituent would just need an approval for building permit authorization because he's already been issued a clearing and grading, utilities...he's just pending a building permit.

**Chairwoman Pika Fejeran:** Okay and in order for DPW for the building permit, they would require and an approval, an authorization from the Commission?

**Acting Admin. Director Joseph B. Cruz Jr.:** Yes ma'am.

**Chairwoman Pika Fejeran:** Okay thank you for coming Mr. Castro and thank you Mr. Aguilar for presenting for him. You know I was looking at, there's some photos of you in file...your lot is very well maintained, you have many fruit trees...quite beautiful. Thank you for your work on the property and using it for its intended purpose.

**Frank Castro:** I had problems initially. When I got the lease, I immediately planted over three hundred (300) banana trees and over three hundred (300) coconut trees because I thought I found a way to try and get around to the coconut beetle, unfortunately, just before... I mean right after I planted it they weren't really two and half feet high, the pigs are so aggressive, they wiped me out and only a few evidence and the breadfruit trees that I planted seven years ago are all bearing of course I haven't picked on it yet because the other owner or the other lessee has been coming over and I'm giving it. Again, but really that's beside the point, I don't want to fence it in so that (inaudible) build a one-bedroom house and being alone and if I move to the place and fence it in to keep the pigs out, I think that's the solution to my problem. I also wanted to plant Japanese grass or seedlings to whoever wants it can come and get it, I think that would work too.

**Chairwoman Pika Fejeran:** Well... you know he does have a lease that was ratified last year so everything in his file looks great and I would say that this is a I'm sorry a residential lease? Oh, and Agriculture lease, so...for agricultural leases, the lessee is authorized or is allowed to build one structure so that would be the one-bedroom home that he would like to build. I think that this is right in line with our land trust mission so I have no further questions or concerns.

**Commissioner Duenas:** So just (inaudible) we're doing the authorization for the building permit.

**Multiple responses**

**Commissioner Duenas:** Alright. Motion to approve a building permit authorization for Francisco Leon Guerrero Castro on Lot 7066-5 in Yigo

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Okay a motion made and second it. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** None okay all those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Okay ayes have it. Alright Mr. Castro

**ALL:** Clapping

**Francisco LG Castro:** Si yu'us Ma'ase'. Thank you very much.

**Chairwoman Pika Fejeran:** Thank you too. Thank you for your patience today.

**Commissioner Santos:** Plant more coconuts and the bananas.

**2. Valerie Tenorio**

**Chairwoman Pika Fejera:** Yeah... Okay next, staff report we have is for Valerie Tenorio Guerrero. Hafa Adai. Is there somebody that can present her case? Hi Ms. Valerie, welcome back.

**Land Agent II Jhoana Bragg:** We have Ms. Valerie Tenorio Guerrero on March 21<sup>st</sup> 2019, the motion was made to approve a residential lease for Lot 5-2, Block 9, Tract 15213 Mangilao on May 14<sup>th</sup> 2019, Ms. Guerrero in a meeting requested for a relocation to Lot 18, Block 9, Tract 15213, Mangilao due to the lot having close proximity to utilities. Ms. Guerrero is a December 7 1995 applicant, in here upon the review the applicant's request to relocate and the assessment of both lots was conducted and our findings on Lot 18, Block 9, Tract 15213 Mangilao is vacant and is accessible to utilities within 100 feet.



**Chairwoman Pika Fejeran:** Wow, how was that property identified?

**Land Agent II Jhoana Bragg:** So, through the Master Plan there were names that were put on these lots, however, on Lot 18, we discovered that the person that was placed there is actually on a different lot within the same tract area so therefore that lot became available.

**Chairwoman Pika Fejeran:** So, if I remember correctly, is this near your grandfather?

**Valerie T. Guerrero:** Yes.

**Inaudible responses**

**Chairwoman Pika Fejeran:** The one she wants to move out of? Or the one she wants to move into?

**Inaudible response**

**Chairwoman Pika Fejeran:** Where she wants to move out of? So, she's currently at Lot 5-1?

Okay, so currently she's at 5-1?

**Land Administrator Margarita Borja:** Yeah 5-1 and she's requesting to be relocated to Lot 18.

**Chairwoman Pika Fejeran:** Oh, oh okay.

**Land Administrator Margarita Borja:** Her father is currently on 5402-R5A-26 Lorette Guerrero was given Lot 19 and now Val is requesting to... (inaudible) to 18.

**Chairwoman Pika Fejeran:** Okay...I'm glad that there was a property identified that you found from there that you could use. You know my concern of this is when... you know we have such limited resources right and I remember we visited your case like several times and it was part of a larger discussion for this whole area um and you accepted the lease up there, right. And then now we're having to revisit your case because although you accepted the lease now you want to move to another location and it's...

**Valerie T. Guerrero:** Only because that 18 wasn't identified at the time of... (inaudible) until we did research and no one was actually on 18.

**Chairwoman Pika Fejeran:** Okay my only concern and thoughts with this is...with the limited resources we have to be continuously servicing one of our applicants and moving around and you know there's so many people waiting that don't even have a property yet. That's my concern. I just needed to get that off my chest. But because what if you get that property and then two months you come back and say, you know I changed my mind move me over here... you know where it's like we're...we move forward a step thinking okay we're great she's set and then we have to move back a step. And then everybody else is still out there waiting...but if we were to issue this property to you, are you ready to build on it?

**Valerie T. Guerrero:** Yes.

**Chairwoman Pika Fejeran:** Have you talked to...Guam Housing to get qualified for a loan?

**Valerie T. Guerrero:** No, because I'm waiting on all this.

**Chairwoman Pika Fejeran:** Okay. Okay but you're prepared to move forward and really use the property.

**Valerie T. Guerrero:** Yes.

**Chairwoman Pika Fejeran:** Okay so would this be a decline then? Be considered a decline of the lease?

**Acting Administrative Director Joseph B. Cruz Jr.:** Initial lot yeah.

**Chairwoman Pika Fejeran:** Okay and then...a...

**Acting Administrative Director Joseph B. Cruz Jr.:** An issuance on this location, relocation

**Chairwoman Pika Fejeran:** Issuance on a different lot? Okay. You guys have any questions?

**Commissioner Duenas:** Motion to approve relocation of Ms. Valerie Tenorio Guerrero to Lot 18, Block 9, Tract 15213, Mangilao from Lot 5-1, Block 9, Tract 15213

**Chairwoman Pika Fejeran:** Okay a motion has been made

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Motion made and seconded. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** Okay all those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Ayes. Okay motion carries. Okay. Okay so the first lease would be terminated and...you'll have new lease for this property. Okay thank you. You know I'm sorry that Ms. Guerrero had to be the subject of my concerns, right because it's concern that I have for the whole program and it's a concern that was brought up last year you know like, one of the huge issues was like; you guys told me that this was the only property available so I took it and then two months later, I find out that you're leasing Barrigada. You know, someone could say, what if somebody had come to us a month ago or when we approve Ms. Guerrero at that first location when we didn't know Lot 18 was available and they came to us and said, hey I want to go to Mangilao and oh, it's like there's nothing available but then fast-forward and we did the research and found out there is a lot available. You know, we're giving it to her when someone else might have asked for the same thing. So, my question and my concern and I'm going put it on this Acting Admin. Director Cruz. Director, you know to work with the staff, you know to put that on our SOPs, so that we have a very clear idea of when properties come available for leasing because you know...I know that chronologically it makes sense to us but anybody from the outside can say; hey, we're being shady here when really the truth is we're not it's just things happen so.... Thank you.

**Commissioner Duenas:** Can you also verify that no one else currently interested in the area as well besides... (inaudible) location?

**Chairwoman Pika Fejeran:** Right like have like a... that could be a...almost like a waiting list or something... like you know...

**Commissioner Duenas:** Just to make sure we don't have another person come in and say that they were actually interested in the property.... Just to avoid any conflict especially if the lease was already... (inaudible)

**Chairwoman Pika Fejeran:** Yeah...

**Legal Counsel Toft:** I think that we can... (inaudible) under the additional rules that...(inaudible) create a new policy on that and just... (inaudible)

**Chairwoman Pika Fejeran:** Yeah. You know at my restaurant, we have a reservation, and when they get full we start a waiting list, right... so maybe if someone is like no, I want to be in Mangilao, but at the time that they asked for it and there's nothing available in Mangilao we put them on a waiting list so that if something is in Mangilao, we make sure we start at the top of the list on who wanted Mangilao first... maybe something like that.

**Unknown Individual:** A lot of waiting list.

**All:** Laughing

### 3. Albert Jesus Lizama

**Chairwoman Pika Fejeran:** Bula waiting list. Okay thank you so next is Albert Jesus Lizama. Hi, a Jessica...? Hafa Adai.

**Land Agent I Jessica Dayday:** So, Mr. Albert Jesus Lizama um is deceased he has been deceased since 2000...he had named his spouse, his legal spouse as beneficiary however she was unqualified he was issued a lease and at that time when her... I'm sorry...at the time Mr. Lizama had passed away his spouse had submitted the death certificate, requested from Chamoru Land Trust to have her be named as trustee over her kids at that time were minors.

**Chairwoman Pika Fejeran:** Yeah, okay.

**Land Agent I Jessica Dayday:** She was aware that she was unqualified or she was unqualified at the time but there was no action then... at that time.

**Chairwoman Pika Fejeran:** To have her be the trustee or guardian of the children?

**Land Agent I Jessica Dayday:** Yes. And so now, today, this...Mr. Lizama's daughter.

**Chairwoman Pika Fejeran:** Hello can you state your name for the record?

**Christy-Lynn Nicole Lizama Cepeda:** Christy-Lynn Nicole Lizama Cepeda

**Chairwoman Pika Fejeran:** Okay so...Ms. Cepeda... okay so now that Ms. Cepeda is over 18 and adult now...now she can assume the lease? Is that what the question is?

**Land Agent I Jessica Dayday:** Yes...well we're here to request for her to be designated... successor or beneficiary to her dad.

**Chairwoman Pika Fejeran:** Okay and this is for the application or the lease?

**Land Agent I Jessica Dayday:** The lease.

**Chairwoman Pika Fejeran:** There is an actual lease?

**Land Agent I Jessica Dayday:** There is an actual lease.

**Chairwoman Pika Fejeran:** And I see that there are three other children?

**Land Agent I Jessica Dayday:** Yes.

**Chairwoman Pika Fejeran:** Oh okay. I think the usual way we do that is we get affidavits from all the children, right? Designating a single beneficiary.

**Christy-Lynn Nicole Lizama Cepeda:** But it's hard to get... from my brother.

**Chairwoman Pika Fejeran:** Okay

**Christy-Lynn Nicole Lizama Cepeda:** He hasn't been here for 19 years after my dad passed away and he's in Washington under parole so I don't have contact with him.

**Chairwoman Pika Fejeran:** Oh okay... okay...how would we do this? That's your one bother and is then is there another...

**Christy-Lynn Nicole Lizama Cepeda:** Yes, the other one is in the Philippines, that's my biological brother and then the other one is here but we barely talk so it's hard to get in contact with my half-brother on my dad's side.

**Chairwoman Pika Fejeran:** Oh, I see.

**Commissioner Duenas:** Has any of them ever voiced any interest in this property at...  
(inaudible)

**Christy-Lynn Nicole Lizama Cepeda:** My dad got that when my mom and dad were together. But the first... (inaudible)

**Chairwoman Pika Fejeran:** So, there's children from the first marriage?

**Christy-Lynn Nicole Lizama Cepeda:** Yes, and we mentioned it to them but they never... cared.

**Legal Counsel Toft:** We could... under 5.8; a (2); the Commission can allow the unqualified spouse to designate a qualified child to succeed in the deceased application rights.

**Chairwoman Pika Fejeran:** Oh, okay which she has?

**Land Agent I Jessica Dayday:** Yes, there is a relinquishment letter.

**Chairwoman Pika Fejeran:** There's a lease?

**Legal Counsel Toft:** There is a lease.

**Chairwoman Pika Fejeran:** Okay yeah, the lease was from '97.

**Legal Counsel Toft:** But under 9.2 that the Commission can select a successor provided that...  
(inaudible) the fact... (inaudible) if we want to move forward with designation as presented or if we want to do more investigation.

**Chairwoman Pika Fejeran:** Okay. Well I can imagine the predicament she's in trying to get ahold of half siblings or other siblings that don't even live here in Guam. Okay so you mentioned Patrick, that's your...

**Legal Counsel Toft:** Maybe just a simple affidavit stating the reason why it would be...

**Chairwoman Pika Fejeran:** Yeah... and then if anyone comes forward at a later date then we can look at it at that point.

**Legal Counsel Toft:** Right.

**Chairwoman Pika Fejeran:** Ms. Cepeda, if you're granted beneficiary rights to the lease and you take over the lease, does that mean that you're ready to use the property?

**Christy-Lynn Nicole Lizama Cepeda:** Yes.

**Chairwoman Pika Fejeran:** Yeah? But what would you do? You'd built a home on it?

**Christy-Lynn Nicole Lizama Cepeda:** Yes.

**Chairwoman Pika Fejeran:** Okay. Okay Christopher Lizama is?

**Christy-Lynn Nicole Lizama Cepeda:** ...(inaudible)

**Chairwoman Pika Fejeran:** Okay and, where is he?

**Christy-Lynn Nicole Lizama Cepeda:** He's in prison.

**Chairwoman Pika Fejeran:** Oh, he's the one... (inaudible) okay...would you be able to get a... get a... something in writing from him?

**Christy-Lynn Nicole Lizama Cepeda:** Yes.

**Chairwoman Pika Fejeran:** Yeah. Okay I think if we can get an affidavit 'because I'm looking at...a letter from your mother and she lists just the two of you and so as for the spouse of the lessee, she named the two of you so if you can get something from your brother, Christopher...Okay.

**Acting Admin. Director Joseph B. Cruz Jr.:** Madam Chair, if I may, on item F, I'm reading that there's an SBA, do you know if your father had an SBA loan?

**Christy-Lynn Nicole Lizama Cepeda:** I'm not too sure.

**Acting Admin. Director Joseph B. Cruz Jr.:** Okay. Only because if the decision is to decide to transfer to have her be the beneficiary and if she assumes the lease, she is also going to assume the indebtedness of loan... just so you know. So, we need to verify whether your dad has an SBA loan.

**Christy-Lynn Nicole Lizama Cepeda:** I can, as my mom.

**Acting Admin Director Joseph B. Cruz Jr.:** We have records, we can verify.

**Chairwoman Pika Fejeran:** Okay.

**Acting Admin. Director Joseph B. Cruz Jr.:** Just so it's disclosed and that's what it entails also.

**Chairwoman Pika Fejeran:** Okay so it wouldn't just be the lease that she'd be receiving?

**Acting Admin. Director Joseph B. Cruz Jr.:** Also, the debt, if there's a loan. ...(inaudible) has to make payments and stuff like that.

**Chairwoman Pika Fejeran:** Okay. Thanks for pointing that out. So, I guess...pending submittal of the affidavit from her brother. Should we wait for the affidavit or could we do like a conditional approval?

**Legal Counsel Toft:** Conditional approval.

**Chairwoman Pika Fejeran:** Conditional approval okay.

**Commissioner Duenas:** Motion to approve Christy-Lynn Nicole Lizama Cepeda as the beneficiary to the lease of Mr. Albert Jesus Lizama, Lot 10, Block 13, Tract 9210, Phase I in Yigo Conditional that we receive the affidavit from the other sibling mentioned for beneficiary

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Okay motion made and seconded. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** None. All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Okay motion carries. Okay so get that affidavit from your brother come and then we'll have your lease put on your name and at the same time they'll also be looking to see if your dad owes anything for the SBA loan of which you would have to take. Okay. Any questions? No, okay thank you.

**ALL:** Clapping

**Inaudible discussion**

#### 4. Sanonie Salas Melia – Not present

**Chairwoman Pika Fejeran:** Okay. Alright. Moving on next Constituent Matters, Sanonie Salas Melia.

**Land Agent II Jhoana Bragg:** I'm sorry Chairwoman we were not able to contact her.

**Chairwoman Pika Fejeran:** Okay. Did you want us to... or do we...?

**Land Agent II Jhoana Bragg:** Table

**Chairwoman Pika Fejeran:** Table it? Okay so we'll table Ms. Melia so she can be here... (inaudible)

**Commissioner Santos:** She's not here today?

**Chairwoman Pika Fejeran:** Not here. Does she need to be here? She wants to be here?

**Land Agent II Jhoana Bragg:** Yeah. They were the family that was here with... the young gentleman that was speaking CHamoru, do you recall?

#### 5. Chrissy Jean Quinata

**Chairwoman Pika Fejeran:** Oh yes, I remember. ...(inaudible) Alright. Okay Ms. Chrissy Jean Quinata is our next.

**Chrissy Jean Quinata:** Yay, finally.

**Chairwoman Pika Fejeran:** Alright... welcome! Thank you for your patience.

**Chrissy Jean Quinata:** I've been very patient.

**Chairwoman Pika Fejeran:** Alright, Ms. Jhoana can you walk us through.

**Land Agent II Jhoana Bragg:** Okay, here we have Ms. Chrissy Jean Quinata...she's here to do a request of change of application type also a survey retracement and an issuance of residential lease. She came before the Board in February 7<sup>th</sup> of 2019 and to do a request as beneficiary transfer from her grandmother who was the original benefactor to Mr. Antonio Agumon Quinata. So based on our findings, we have found Ms. Quinata a lot within Tract 2831, Block 9, Lot 1 in Talofofu so from there, we are requesting for a survey retracement and a lease issuance and also a change of application type from agriculture to residential as this area is a residential subdivision.

**Chairwoman Pika Fejeran:** Okay. Thank you. I see the original applicant's date and time is June 8, 1998.

**Land Agent II Jhoana Bragg:** Ah yes, Mr. Quinata was actually occupying on an unregistered as a pre-occupier therefore we did do an advisement that based on the fact that it's unregistered if they were to move forward with a map, they wouldn't be approved so it was a decision to move Ms. Quinata to a registered property.

**Chairwoman Pika Fejeran:** Okay. Alright...for the approval for the application type from agricultural to residential, I know that was always done administratively and that's not one of those... approvals that we have granted the Director authority, right? Which is why it's being presented here?



**Land Agent II Jhoana Bragg:** Yes ma'am.

**Chairwoman Pika Fejeran:** Thank you. And then the Survey Retracement?

**Land Agent II Jhoana Bragg:** The area is actually already surveyed so...because one of the older subdivisions that were surveyed if... you know for Ms. Chrissy to know her markers then she would need to hire a surveyor to show her where the correct markers are.

**Chairwoman Pika Fejeran:** Okay. I think at one of our last one...maybe the last one, we gave approval for this retracement...but that was only if there was a lease... (inaudible)

**Land Agent II Jhoana Bragg:** Only for the Ratified.

**Chairwoman Pika Fejeran:** Oh, which is why you're asking us. Okay.

**Acting Admin. Director Joseph B. Cruz Jr.:** Did you also consider and... (inaudible)

**Land Agent II Jhoana Bragg:** Actually, yes if we... well the utilities would be at the Director's approval. There are utilities within the area as there are already houses built.

**Chairwoman Pika Fejeran:** Oh okay. So...Ms. Quinata, I'm glad that the property was identified for you and you plan to build a home?

**Chrissy Jean Quinata:** Yes. Right away.

**Acting Admin. Director Joseph B. Cruz Jr.:** ...(inaudible) building permit just so that... (inaudible)

**Chairwoman Pika Fejeran:** All at once?

**Acting Admin. Director Joseph B. Cruz Jr.:** Yeah because I don't think there's an expiration on that. She said she's ready to build a home so she's going to need something.

**Chrissy Jean Quinata:** Yes, ready in like two years not like tomorrow ready.

**Land Agent II Jhoana Bragg:** I think in the past meetings you requested first for like a building plan before the building... (inaudible)

**Chairwoman Pika Fejeran:** Yeah and the last one that we gave authorization for is for agricultural and it was the one story home... so yeah I think maybe when you're ready...and you have building plans, you may even need us to guarantee a loan from Guam Housing because Guam Housing can provide you a home loan... you have to come back to us anyway and... (inaudible) Okay so there's two...three approvals here that we're considering.

**Commissioner Duenas:** Motion to change application type for Ms. Chrissy Jean Quinata from Agricultural to Residential.

**Chairwoman Pika Fejeran:** Motion made

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Seconded. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** All those in favor?

**Commissioners:** Aye.

**Chairwoman Pika Fejeran:** Okay motion carries.

**Commissioner Duenas:** Motion to grant survey retracement for Tract 2831, Block 9, Lot 1 in Talolofofo for Ms. Chrissy Jean Quinata

**Chairwoman Pika Fejeran:** Motion made

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Okay ayes have it. Motion carries.

**Commissioner Duenas:** Motion to approve lease for Ms. Chrissy Jean Quinata upon completion of survey retracement for Tract 2831, Block 9, Lot 1 in Talofoto

**Chairwoman Pika Fejeran:** Motion made

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Seconded by Tan Amanda. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** Okay all those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Okay motion carries.

**Chrissy Jean Quinata:** Thank you

**All:** Clapping

#### **6. Christine Diane Roberto**

**Chairwoman Pika Fejeran:** Thank you Ms. Quinata. Okay next... Christine Diane Roberto. Anyone for Ms. Roberto?

**Land Agent II Jhoana Bragg:** She was contacted...I don't know.

**Chairwoman Pika Fejeran:** Let's see, request for takeover, lot reduction, change of application type, survey authorization, addendum request.

**Land Agent II Jhoana Bragg:** Well she's actually been coming into our office, she's occupying on a portion of Lot 10154-R5, Dededo which has been registered...within the last recent year or two years. So here, there was already a... well there's a couple of requests, well number one; is a request for takeover, number two; request for lot reduction, number three; request for change of application type, number four; request for survey authorization and number five; an addendum request. So the original applicant is Mr. Jesus C. Peredo who is deceased, he is the pre-occupier in the Agafa Gumas Area under December 2, 1995 application date and time... in April of 1997 the staff interviewed Mr. Peredo and named four beneficiaries to include Ms. Christine D. Roberto, in November 12, 2014, the request of relinquishment from the other beneficiaries to transfer to Christine D. Roberto, all documents were submitted and it was approved by Deputy Director David Camacho in 2015.

**Chairwoman Pika Fejeran:** Okay so...because that was done at the administrative level, it's being brought to us now for Commission approval.

**Land Agent II Jhoana Bragg:** Yes.

**Chairwoman Pika Fejeran:** And the requesting of the lot reduction, why?

**Land Agent II Jhoana Bragg:** He has a lease for one acre; however, I believe she just decided that it would be best for the half acre as she's clearing half of it... so that's why there's a request for the lot reduction, from one acre to a half acre.

**Chairwoman Pika Fejeran:** Okay.

**Commissioner Santos:** Is this residential?

**Land Agent II Jhoana Bragg:** This is an agriculture, that's why she is requesting to transfer to residential as a residential applicant as she has the intention to finish building or completing what they currently have on the property and we did advise her that she can go through with Guam Housing if she were to go ahead and build a concrete home if you know... for future.

**Chairwoman Pika Fejeran:** Okay. Do we have Ms. Roberto's file?

**Commissioner Duenas:** Were you able to contact her though?

**Land Agent II Jhoana Bragg:** Yes. She came in about a couple of weeks ago, we did advise her that it will be best if she did come in and she did advise that she was going to be here... but I don't know, maybe an emergency.

**Acting Admin. Director Joseph B. Cruz Jr.:** Did she submit a letter to request for a decrease... (inaudible)?

**Land Agent II Jhoana Bragg:** She did request for it, verbally request... I could advise her to go ahead and submit that.

**Acting Administrative Director Joseph B. Cruz Jr.:** Just so that there's something documented because any... (inaudible) reduction would require if there... (inaudible)

**Commissioner Duenas:** Madam Chair, would you know how long (inaudible) as much as I want us to get to this one, I think we should we table until... (inaudible)

**Chairwoman Pika Fejeran:** Yeah. Can we get the letter from her requesting the lot reduction and until we get that documentation, then it can be presented?

**Land Agent II Jhoana Bragg:** Okay.

#### 7. Annie L.G. Santos

**Chairwoman Pika Fejeran:** Thanks. Okay... who's next? Annie L.G. Santos. Do we have a representative? Hafa Adai. Okay so Ms. Santos is deceased, she was the original applicant, December 2<sup>nd</sup> 1995 she was identified as a pre-occupier with a Land Use Permit... so it looks like Mr. Patrick James Santos... is that you, Sir?

**Patrick James Santos:** Yes.

**Chairwoman Pika Fejeran:** Okay. Has been identified as the successor to your mother's application rights, right? Okay... there's no lease so it's an application but it is, they are pre-occupiers so we would have to find an appropriate property for them? So, the request right now... and you are one of six children?

**Patrick James Santos:** Yes ma'am.

**Chairwoman Pika Fejeran:** Okay and all your siblings said...

**Patrick James Santos:** I submitted the documents that was required by me, all the notarized documents, the death certificates of my mother and father and also informed the Commission or the agency that in the beginning, my grandfather originally opened up that area in the '50s and we've been occupying that property up to current... so...

**Chairwoman Pika Fejeran:** Is his lot 439-1?

**Patrick James Santos:** Yes ma'am.

**Commissioner Santos:** Arriendo?

**Patrick James Santos:** Yes ma'am. In regards to my mother and my father, we just wanted to maintain occupancy.

**Chairwoman Pika Fejeran:** Right okay. But from the notes here, it looks like the property...

**Patrick James Santos:** Water storage

**Chairwoman Pika Fejeran:** Is it water storage?

**Patrick James Santos:** That's what I was told...and a portion of it was deeded to... (inaudible) the neighbor.

**Land Agent I Jessica Dayday:** Who is also a pre-occupier?

**Chairwoman Pika Fejeran:** Who deeded it to him?

**Patrick James Santos:** I really don't know ma'am...I did a research with the Land Management Records Division, and their maps are very vague... it's just two big squares on a big lot that's marked 439R1 and I'm not a scholar of Land Management or survey but looking at the map there, it looks like Ms... (inaudible) three-quarters of her house is on the property, was built on Chamoru Land Trust property... and I'm just inquiring because even if my parents were contacted and the phone didn't work, why wasn't there any other sort of communication made to them... through a letter or something. I had a hard time trying to apply of this, I went

through a lot of labor to get documents, notarized documents then all of a sudden Ms. Diras' own is a part of it... and we've been there over sixty (60) some years.

**Commissioner Santos:** Where's this place?

**Patrick James Santos:** On Felix Roberto or Felix C. Babauta St. off of Cross Island Road in Santa Rita. My grandfather actually was the first one to open that area because of his family relationship of the Chargualaf's and Mama Sandy family.

**Commissioner Santos:** Is Annie your mom?

**Patrick James Santos:** Yes ma'am, Chaka from Toto...

**Commissioner Santos:** I got the same name.

**Patrick James Santos:** I know that.

**Chairwoman Pika Fejeran:** This is in Agat, right?

**Land Agent I Lorraine Nededog:** Santa Rita

**Patrick James Santos:** Did I make a mistake or does that map show that Diras' house is built on the property?

**Chairwoman Pika Fejeran:** I'm not sure what I'm looking at up there. Can you...

**Acting Admin. Director Joseph B. Cruz Jr.:** I think that rectangle... the small rectangle is the subject lot so it does look like there's a...

**Patrick James Santos:** It's like three-fourths of their house is built on the CHamoru Land Trust Commission property and if I had hard time trying to get my siblings to notarize documents, how is it that all of a sudden without any notification from my parents she was an applicant and got granted?

**Chairwoman Pika Fejeran:** Well that wouldn't come from the Trust.

**Patrick James Santos:** I understand, I'm just raising questions here that I want answered... and even if you gave me a ten by ten as long as I get there with my family and...(inaudible), that's all I'm asking. I'm not trying to get an acre or anything bigger than that... you know, we've been there for sixty some years... ten by ten for me and my kids is good. I'm not asking for anything else.

**Chairwoman Pika Fejeran:** So, do we have property there or is all GWA?

**Land Agent II Jhoana Bragg:** It's been... there is a map... (inaudible)

**Patrick James Santos:** GWA put on an acre where the pole side right there...in the front side...Ms. Fejeran the front is an acre that was the property deeded to my parents, it was a surveyed but come to find out that that area was given to GWA... there was actually three or two other properties in the back that were surveyed, there's markers there in existence and even if it's in the back, I don't care as long as we're there, that's all I'm asking.

**Chairwoman Pika Fejeran:** Okay. Go ahead John.

**Land Agent I John Gumataotao:** I believe this area right here, the former... (inaudible) refinery... this property actually used to belong to my great grandfather's family, the Limtiaco's...

**Patrick James Santos:** And my grandfather is a Limtiaco from Asan also.

**Land Agent I John Gumataotao:** So, this property is designated under the Land Registration as deemed Government of Guam... anyways so there's some questions regarding the return of federal lands to my ancestors, the Limtiaco's and this question of the areas is still questionable.

**Chairwoman Pika Fejeran:** So that big chunk of area... the big one right, you see where that small rectangle is cut out, that's the one that is owned by his neighbor?

**Land Agent II Jhoana Bragg:** The Diras'

**Chairwoman Pika Fejeran:** So that's private property?

**Land Agent II Jhoana Bragg:** No, that's CHamoru Land Trust

**Chairwoman Pika Fejeran:** That's CHamoru Land Trust? So, there's a lease?

**Land Agent II Jhoana Bragg:** Yes.

**Chairwoman Pika Fejeran:** Okay.

**Land Agent II Jhoana Bragg:** And it's pending survey. So, she is one of the ones that had a lease... ratified. She's a ratified lessee.

**Chairwoman Pika Fejeran:** Okay, so, she has a sound lease there...the property outside of her box; that is also CHamoru Land Trust Property?

**Land Agent II Jhoana Bragg:** Yes. But GWA has also come in and the adjacent right beside it where I believe... (inaudible) the family is claiming area GWA came into survey an acre of it.

**Chairwoman Pika Fejeran:** Okay so if it's still CHamoru Land Trust Property; how could GWA come in and claim it?

**Engineer Technician II Pierce Castro:** Because it's a part of the Grant Deed.

**Land Administrator Margarita Borja:** There's a Grant Deed for Government of Guam properties and was through public law when they became an autonomous agency, Government of Guam came in and deeded them parcels and it deeded the whole property.

**Chairwoman Pika Fejeran:** Okay, the whole outside of that lease?

**Land Administrator Margarita Borja:** Yes, and it indicated in there that... it was indicated in the deed that after... they would have first rights to it to determine the area that they need once the survey is completed, the remainder gets...

**Chairwoman Pika Fejeran:** Is available... it gets reverted back to the Land Trust.

**Land Administrator Margarita Borja:** Yes.

**Chairwoman Pika Fejeran:** Okay and so you said, they came in they surveyed a certain area.

**Engineer Technician II Pierce Castro:** They submitted the map for approval but it's not approved yet.

**Chairwoman Pika Fejeran:** Okay so they just want that acre and they understand that outside of that acre the property is coming back to the Trust.

**Land Administrator Margarita Borja:** Oh yeah... yeah.

**Chairwoman Pika Fejeran:** But it just so happens that the part that they surveyed is the part that he wants to occupy or does it... or can we possibly place you...

**Patrick James Santos:** You can place me in the back. It doesn't matter ma'am as long as we're there. We actually have trees that we planted there over 20 years ago. All the bearing fruit trees. You know just to be in the area is good enough, that's why I'm not asking for anything big. I understand the frustration that the committee is going through but I'm begging you, ten by ten is all I ask. I don't care, you know. That's all I ask and my family is really rooting for me on this and I'm trying my best but I see and hear the frustrations that everybody is going through I don't want to be a burden to your committee but if you can consider and let me know I'm fine.

**Chairwoman Pika Fejeran:** I appreciate that. I'm glad that you are here...

**Patrick James Santos:** And you know, if I can just occupy it until GWA says get out of here then you know, I'll do that.

**Chairwoman Pika Fejeran:** Well first, I think what was wrong was that your family had been occupying but then the land was deeded to GWA and so you know...

**Patrick James Santos:** That's what we were discussing nai... I feel like we've been railroaded. My mom and dad missed two calls because of a disconnected phone but there's no other means of a transmittal to them... then all of a sudden after our mourning and everything else, we're told different regulations that we were not aware about. I'm sorry, I apologize I wasn't the applicant and we're only learning this through the steps that I'm going through right now.



**Chairwoman Pika Fejeran:** Okay well I think the first thing that the Commission has in its power today, is to designate you as the successor for your mother's application.

**Patrick James Santos:** Thank you very much ma'am.

**Chairwoman Pika Fejeran:** Okay so that would be a motion that's needed.

**Commissioner Duenas:** Motion to designate Patrick James Santos a successor to Annie LG Santos... (inaudible) application rights

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Motion made and seconded. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** None okay all those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Okay motion carries. Okay so now you've taken over your mother's application rights and it seems like we're not at the point yet where we can say, okay let's put you there and let's get you a lease issued right away; it sounds like first we have to... we have to scheme it.

**Engineer Technician II Pierce Castro:** We'll inspect it first.

**Chairwoman Pika Fejeran:** What is it?

**Engineer Technician II Pierce Castro:** We'll inspect it just to make sure it's....

**Chairwoman Pika Fejeran:** Oh okay, we'll do a site inspection.

**Patrick James Santos:** I'm willing to pay for a surveyor to come out there map out the place. My only interest right now is just to be in that area, that's it.

**Chairwoman Pika Fejeran:** Okay so it sounds like staff's next steps is they're going come out, they're going do a site visit um figure out where to place you and they're going come back and map it out but um if the property is still owned by GWA...like what... how do we get it back under CLTC?

**Land Administrator Margarita Borja:** I know what they're doing, they haven't done it but they've already completed maybe like... how many maps?

**Engineer Technician II Pierce Castro:** Gosh...

**Land Administrator Margarita Borja:** Maybe like about 30 to 40 maps and according to them as the maps get recorded, they were supposed to deed the portions that were not...

**Chairwoman Pika Fejeran:** Not...(inaudible)

**Land Administrator Margarita Borja:** Yeah so, I think now they're working on it and they're going to include all the maps that were completed and just do one deed and transfer it all back.

**Chairwoman Pika Fejeran:** Okay can we inform them of Mr. Santos' predicament that he was pre-occupying and we're waiting for them to issue back to us so we can issue him a lease. So maybe they can pull that one out if it's done already and not wait for everything else.

**Land Administrator Margarita Borja:** I think that's one of the recent maps that came in, already right?

**Engineer Technician II Pierce Castro:** Yes.

**Land Administrator Margarita Borja:** So, it's still going through the process so I'm not sure where it's at right now, if it's in the final stages or but it's still going through that process. But they're already working on the deed.

**Chairwoman Pika Fejeran:** Okay.

**Land Administrator Margarita Borja:** Yeah because there was a concern on another lot and that's what prompted them to pursue the deed because we needed it. So, we'll go ahead and let them know to pull it.

**Chairwoman Pika Fejeran:** Okay so as GWA and our staff work together to get the property under CLTC, are you currently occupying there?

**Patrick James Santos:** Yes ma'am.

**Chairwoman Pika Fejeran:** You are, okay. Okay so they'll do a site inspection and hopefully everything from there...kind of follows up really quickly...but our intent is to allow you to stay where your family has stayed for a long time...

**Land Agent I Jessica Dayday:** Okay so when I conducted the site inspection, the areas that were...that had farm activity is the Diras'. They're the ones that are... that's the only farm activity so I'm not quite sure from that is Mr. Santos' own or Ms. Diras'.

**Patrick James Santos:** I forwarded you a photo right Ms. Lorraine?

**Land Agent I Lorraine Nededog:** That's the same photo that she has.

**Land Agent I Jessica Dayday:** The photos are in the file of what I took and at the time when I went there, Mr. Diras was farming as well. He was there... (inaudible)

**Chairwoman Pika Fejeran:** Okay well...I think in either case...

**Land Agent I Jessica Dayday:** Just see which one, which area?

**Chairwoman Pika Fejeran:** Yeah yeah yeah.

**Patrick James Santos:** You know prior to all of this confusion, when I went back to the ranch to do a side survey I never knew and I was never told by Mr. Diras that he applied and he got awarded right so I actually felt stupid because he put several abandon vehicles on the property where the ranch is at and I told him to remove it. So, if he's planting anything, it's metal. You know you have to understand and I'm not trying to get him in trouble I actually asked him to remove it and had it removed by the people who remove junk but I sort of felt stupid after knowing all of this and I apologize but ma'am like I said, my only concern is even if you give me a ten by ten where I can park myself with my kids, I'm cool. You know, I'm not asking for much. I don't want to build anything on it, I just want to continue farming and I don't want to own it I'll just rent it or whatever.

**Chairwoman Pika Fejeran:** Yeah yeah well, it's a lease...

**Patrick James Santos:** I'm not going ask... if somebody needs it more than me, please God, give it to them. But for now, I just want to occupy it and tell my grandchildren, this is the tree the Papa planted, this is the tree that that I planted you know... nothing more.

**Chairwoman Pika Fejeran:** Okay well, this is a good first step for you now that you have taken over the application.

**Patrick James Santos:** Thank you very much ma'am. Thank you everybody.

**Chairwoman Pika Fejeran:** Okay alright. Thank you, Mr. Santos.

**Patrick James Santos:** You guys have a good day and be safe.

**Chairwoman Pika Fejeran:** Thank you, you too.

**ALL:** Clapping

#### **8. Elizabeth Ann Unchangco**

**Chairwoman Pika Fejeran:** Okay. Next Elizabeth Ann Unchangco formerly Elizabeth Ann Cruz, is there somebody here to represent? Okay, Ms. Unchangco you are a December 2<sup>nd</sup> 1995 applicant. In 2003 a lease was signed by the director but not signed by you... okay so there was a lease... last year you asked to terminate your application with us and now you're asking to have the board terminate your lease and that you won't be assessed any taxes is that right? Request for tax reversion? Okay... could you state your name for the record?

**Elizabeth Ann Unchango:** Elizabeth Ann Unchango

**Chairwoman Pika Fejeran:** Okay so have you ever occupied the property?

**Elizabeth Ann Unchangco:** No.

**Chairwoman Pika Fejeran:** Oh no...

**Elizabeth Ann Unchangco:** I don't even know where the place is at.

**Chairwoman Pika Fejeran:** Wow so you're asking today if we can terminate the lease and then...

**Commissioner Santos:** If she never occupied it, they won't give you... charge her tax... what's the deal?

**Elizabeth Ann Unchangco:** They won't even tell me where the place is at.

**Chairwoman Pika Fejeran:** Yeah and you never signed the lease either so it's pretty much a not executed, right?

**Commissioner Santos:** We don't agree on that, you don't occupy the place.

**Chairwoman Pika Fejeran:** Okay.

**Commissioner Santos:** That's ridiculous.

**Elizabeth Ann Unchangco:** It is.

**Chairwoman Pika Fejeran:** Okay, was there anything else John?

**Land Agent I John Gumataotao:** Yeah and also the way that... I don't know if you want... (inaudible) but we gave Revenue and Tax a list of leases and that's how they were able to access the tax against the CHamoru Land Trust. Unfortunately, she was a part of that list when she shouldn't have been but...moving forward, we need to try and correct it so... you know, she going request that the Board I guess make a motion to terminate the lease because it does exist and issue a kind of like a memorandum to Revenue and Tax to request an abatement of tax that's to zero out the tax. But I'm not sure if Ms. Uncangco wants to pursue a lease in the future.

**Elizabeth Ann Unchangco:** I don't know Sir. I... (inaudible)

**Chairwoman Pika Fejeran:** Okay. Okay so you'd like us to terminate the lease and your application?

**Elizabeth Ann Unchangco:** ... Inaudible

**Chairwoman Pika Fejeran:** So, you will be removed from our waiting list, okay. And then you're also, finally you're asking for... a request from the CLTC to DRT for tax abatement. Any taxes that were levied in relation to this leased property.

**Land Agent I John Gumataotao:** It's unfortunate that... you know the law doesn't allow for Ms. Unchangco to transfer her application, right? Because basically she'll lose that privilege of leasing government land but if they had a law that allowed for her to transfer that application...

**Chairwoman Pika Fejeran:** So, you're sure you want to terminate your application?

**Elizabeth Ann Unchangco:** ...(inaudible)

**Chairwoman Pika Fejeran:** Okay.

**Commissioner Santos:** How much are they charging you for tax?

**Elizabeth Ann Unchangco:** ...(inaudible)

**Land Agent I John Gumataotao:** Like in the thousands.

**Commissioners:** (inaudible discussion)

**Chairwoman Pika Fejeran:** Yeah... do we need to terminate the lease? For all intents and purposes, it's not executed, it's an unexecuted lease. So maybe just deny the lease?

**Land Agent I John Gumataotao:** Well maybe for formality because it is unsigned but in record somewhere in the Government of Guam it's...

**Chairwoman Pika Fejeran:** It says that it's hers.

**Land Agent I John Gumataotao:** Correct yeah so maybe just to...

**Chairwoman Pika Fejeran:** We'll just terminate it... terminate it but then in the letter to Revenue and Tax we'll explain to them what happened, right?

**Land Agent I John Gumataotao:** Yeah. Real Property has the authority to abate or amend the tax roll.

**Chairwoman Pika Fejeran:** How did you...was your name as someone that was due taxes or something?

**Elizabeth Ann Unchangco:** ...(inaudible)

**Chairwoman Pika Fejeran:** Oh man, that must have been scary. Like what? Oh my gosh, okay. Well... oh wait let me just look at this... yeah lease and application.

**Land Agent I John Gumataotao:** Unless, the Board wants to give her some hope for the future that we're going request for the law to be amended to do the application transfers.

**Chairwoman Pika Fejeran:** Yeah, I think so. I mean you would be giving up your place in line but that's your right to but if in the future if that is allowed keeping your place in line would allow you to pass it to your children...

**Elizabeth Ann Unchangco:** I have them... (inaudible)

**Chairwoman Pika Fejeran:** Not interested, okay.

**Elizabeth Ann Unchangco:** No, I have my own land so I can transfer it to them...

**Chairwoman Pika Fejeran:** Oh okay, well thank you for stepping out of line to let those behind you.

**Commissioner Duenas:** Motion to terminate the lease and application of Ms. Elizabeth Ann Unchangco and provide a tax abatement letter to DRT

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Seconded it by Tan Amanda. All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Ayes have it. Motion carries. Okay.

**Elizabeth Ann Unchangco:** Thank you.

**Chairwoman Pika Fejeran:** Thank you too.

**Elizabeth Ann Unchangco:** Can I get the letter?

**Chairwoman Pika Fejeran:** They'll prepare it and they'll give you a copy and then DRT should act on it, right?

**ALL:** Clapping

#### **9. Felix Muna and Tomasa Aguon**

**Chairwoman Pika Fejeran:** Next and final Constituent Matter is Felix S. Muna. Mr. Muna and Ms. Tomasa Aguon. Okay last time that we visited this case it got a little heated in here; can I please ask that we remain respectful no talking out from the audience when it's... when you're called to speak, that's your turn to speak, okay? Hafa Adai.

**Tomasa Aguon:** Hafa Adai, good afternoon Madam Chair and Board members. I'm here again to request that the Commission reconsider my request to be prioritized to return to my land in... I don't know the lot number off hand because it was changed when it was transferred to Land Trust. Whether or not I left Guam I still did not authorize; I did give special power of attorney to my brother at the time and I did not authorize any of his kids to move in there but unfortunately the minute I left Guam they flocked... I found out when I returned in March of '96 that there were two structures already that sprouted and my nephew Gregory has an interest right now to that portion of land. He came in a school bus, okay? Number one, I did not authorize anybody to move there, it was only supposed to be my brother. I gave my brother special power of attorney to handle any and all transactions pertaining to the land.

Unfortunately, he had an accident that left him partially paralyzed, he could not speak, no one even found...(inaudible) I found out a year later that you know, he was sick and all that. So now...and based on all the ongoing incidences of... (inaudible) disrespect to human life and property; I am requesting the Commission to relocate my nephew Gregory Aguon and his family out of Pagat and move them somewhere else. And I be considered to relocate back to the land, the house that I built. I paid for a power pole, a power pole that is right in between Robert Pangelinan and my sister, I laid all the water pipes, conduits, everything needed, I even got a building permit for that house and that the application for Gregory Aguon be considered null and void because he... I don't know where I got all those pigs, picked up a house, went to the Mangilao Mayor and he gave his house a number 312A just to get a Mayor's Verification to apply for that part of the land.

**Chairwoman Pika Fejeran:** Okay. Ms. Tomasa Aguon... you are speaking on behalf of your husband, Felix S. Muna?

**Tomasa Aguon:** Yes. We're both on that Land Use Permit that was then issued by Governor Joseph Ada in February of '97.

**Chairwoman Pika Fejeran:** Okay and your husband is the applicant?

**Tomasa Aguon:** Yes ma'am.

**Chairwoman Pika Fejeran:** Okay. I'm very familiar with your case. I know you and I have spoken at length about it. My question, I'm going ask Legal Counsel, what is our interpretation of a pre-occupier and how does it apply here?

**Legal Counsel Toft:** So, 6.4, the language of it says; the Commission shall not serve eviction notices to individuals who presently reside and have continuously resided on CHamoru homelands prior to July 12<sup>th</sup> 1995 and qualify under the act. So, this was passed in September of 1995 under Public Law 23-38. So, it's not really a mandate to grant leases to those people who were pre-occupying; it's that, the Commission did not have the power to evict those people who happen to be on the land at the time this Bill was passed. So...

**Commissioner Santos:** What if their name is not on the application?

**Legal Counsel Toft:** For the?

**Commissioner Santos:** Farm, the land?

**Legal Counsel Toft:** If the pre-occupier's name isn't?

**Commissioner Santos:** In 1995, she applied, her name is on the list.

**Legal Counsel Toft:** No, so Gregory applied in 1995 and claimed he was the pre-occupier.

**Tomasa Aguon:** No, correction Sir. He just applied in 2016 and the recommendation of one of the Land Agents here at Land Management who is related to Gregory Aguon's daughter in law.

**Commissioner Santos:** Who's the one that died?

**Tomasa Aguon:** My brother died, unfortunately. But see, I gave him special power of attorney to act on any and all affairs pertaining to that land use, the Arriendo program. I've been paying every year for my land lease and Land Management has... (inaudible)

**Commissioner Santos:** Maybe you can relocate...

**Tomasa Aguon:** My other question, I'm sorry, Tan Amanda my other question was; when the Land Trust Act was enacted in September of 1995, okay, there was no notification on my part and I did not know or see or hear of any research done by Land Management to ascertain whose the original land use permit holder, they just went in converted the Arriendo Program into Land Trust property and my nephew and his siblings, they were not allowed, I did not authorize them to move there; it was specifically for my brother his second wife and at the time his second wife had little children. I considered them needing a place to stay because they got evicted from some place that they were renting in Dededo so I always have a heart



for everybody that needs help. And I had a heart all these years allowing my brother's kids to live there even if he passed away already, God bless his soul. And Madam Chair, I have my niece Jocelyn Pangelinan here and if you can afford her to the opportunity to speak.

**Jocelyn Pangelinan:** Do I need to say my name for the record?

**Chairwoman Pika Fejeran:** Yes please.

**Jocelyn Pangelinan:** The lessee is my mom Julia A. Pangelinan she occupies the land adjacent to Tomasa Aguon so in January of 2018 I had closed the side portion of my mom's property. So I'm pretty sure the Commission is aware of that, so entitled of that, we had been just underlying just problematic problems from aggravated assault, terrorizing, family violence that's just to name of few and it's (inaudible) where people are occupying whether or not they have a lease or not but my main objective here is to try and find some sort of resolution because we have been living nineteen months on a (inaudible) pressure. The law is not helping, nine people had just jumped my common law husband on June 6, 2019, and one of them that was arrested was Gregory Aguon's son Randy Aguon out of nine people so in return we were told that we have no business on the land. It made it seem like... I don't know... it's just unruly I just don't know how to describe it. So, on top of that, daily harassment... you know it's really something that my mom is really stressed out on... broken windows, my family getting assaulted for no reason. GPD has failed... you know, nine months of terror.

**Chairwoman Pika Fejeran:** And has this all been documented?

**Jocelyn Pangelinan:** Yes, I do. It's going right now through a process where permanent stay away order for one of their visitors. Even as far as when we're having a gathering, they're allowing that specific visitor to torment, harass, assault to name a few... throw rocks and whatever... and they're allowing that to happen on Land Trust property, knowingly that that's their visitor in general.

**Chairwoman Pika Fejeran:** Okay... I hear you and I'm so sorry that you're going through this. Have you submitted the documents to Land Trust?

**Jocelyn Pangelinan:** I'm going to Guam Legal Service right now, um we're still in the process of meeting with the prosecutor.

**Chairwoman Pika Fejeran:** Do you have a police report that you can turn in?

**Jocelyn Pangelinan:** Yes... there is.

**Chairwoman Pika Fejeran:** If your mother is a lessee and if she's and if there's some activities that are obviously what you're describing, I think you need to turn it into to the Trust so that we can determine...

**Jocelyn Pangelinan:** Yes, this is why like I said, I've been here since 12:30 p.m. and I really want... you know, my mom is fighting for her life right now. She has double pneumonia you know and she's slowly recovering but I do have a durable power of attorney on hand so I'm her representative but on top of that, I want to find out how can the Commission grant whoever is going to be granted for that lot, regulation... (inaudible) in compliance because we can't live like this. And you know and there was a Facebook post and Ms. Anjolisha had posted and somebody had sent it to me and it says, land will be taken it's going go down dirty and so my family has been tormented by just that posting... you know being assaulted. My husband has four broken ribs, he has a metal object in his arm which he had to have an operation. He has 24 screws inside his arm.

**Commissioner Santos:** Who did that?

**Jocelyn Pangelinan:** Their visitor because of a road closing and I don't know what to do.

**Commissioner Santos:** No police assistance?

**Jocelyn Pangelinan:** No GPD has you know... failed us but I'm not stopping here and this is where the Commission needs to hear us. They're not being compliant... we this you know... to

be on the record. She is a legit lessee but to their knowledge, they're saying that my mom is trying to get that land which in return I... (inaudible) in 2004 that my mom's name was placed in that land... if I hadn't come here to the CHamoru Land Trust and to see that on that map, my mom would have known so she released all interest into that land which is what is supposedly now you heard to begin with but her name was placed when CHamoru Land Trust and Land Management consolidated when your surveyors came out, her name was placed there.

**Chairwoman Pika Fejeran:** On the back property?

**Jocelyn Pangelinan:** Yes, if I hadn't come here in 2004, she wouldn't have known so you know in return, that's what they need to know is that my momma has no interest in that land alone but get our families subjected to just about every little thing and I... I...can actually bring everything to you guys that you're requiring because it's really...

**Chairwoman Pika Fejeran:** It's public record.

**Jocelyn Pangelinan:** Yeah. I'm already up to my wits already. I'm stressed out as it is... you know... this is just the beginning of it but if you're going allow Gregory Aguon, Bernice Aguon and whoever is staying in that blue house to occupy it then you should allow everyone else... (inaudible) and not be in compliant.

**Commissioner Santos:** We should evict them out.

**Jocelyn Pangelinan:** Yeah you just need to relocate them because they're being very unruly. Regardless if we call GPD you know... they could get it down on record come next week, next month, next day, they'll do the same thing over and over again. And every time we call GPD they do not respond.

**Commissioner Santos:** Oh, my goodness.

**Jocelyn Pangelinan:** And I even met up with the Chief of Police and he knows me by heart, and he promised to me... we're going get that guy... we're going get him...

**Commissioner Santos:** The Attorney General is listening so report it.

**Jocelyn Pangelinan:** Yes, one week, it was Monday morning when I called him; I said, and now you're going act on it when that perpetrator had broken my husband's arm.

**Commissioner Santos:** Oh, my goodness.

**Jocelyn Pangelinan:** And now he's left with everything you know... but he has no involvement because of the fact that you know... like I said, we are involved by staying there.

**Chairwoman Pika Fejeran:** At your mom's property?

**Jocelyn Pangelinan:** Yeah at my mom's property.

**Chairwoman Pika Fejeran:** And all of this is done on your mom's property?

**Jocelyn Pangelinan:** Yes. It's by their own visitor. And Mr. Glenn Eay, Mr. Matt Leon Guerrero and everybody that... your CHamoru Land Trust has entity it's already... you know... they know what's going on even as far as the road closed that individual has threatened your employees.

**Chairwoman Pika Fejeran:** Who is this?

**Jocelyn Pangelinan:** Drake Fejeran. He has no interest on the land but he is a visitor of Mr. Gregory Aguon, Bernice Aguon... Anjolisha... I don't even know what's her last name and... (inaudible) allowing him to continuously harass, assault... and they're not doing nothing about it and they think they can allow it to you know to happen.

**Chairwoman Pika Fejeran:** Okay well you know...this is very serious.

**Jocelyn Pangelinan:** Yes, it is.

**Chairwoman Pika Fejeran:** I mean the... Gregory Aguon behind you does not have a lease, right? There's no lease. It was one that was going to be contemplated, okay...but we do recognize that they are occupying it and then Ms. Tomasa who is before us...asking to

recognize her as the pre-occupier and there's some technical things that we need to look at but really, I want to ask Legal Counsel what do we do here?

**Tomasa Aguon:** Actually ma'am, I'm sorry, Gregory Aguon is a pre-occupier but he was not authorized to be there in the first place so was Bernice and Joseph... Joseph left, Stephanie left but every time the power bill comes out and they try to collect from the others, they become physical over...

**Chairwoman Pika Fejeran:** Okay I'm sorry... I need to... I hear you and I want to resolve this but like everything we do, we have to make sure that we're following the law and making sure things are done right. Ah... Legal Counsel, what do we do here?

**Legal Counsel Toft:** So, the problem is because 6.4 (a) as far as what it says, if they resided there and continue to reside prior to July 12, 1995 so it doesn't even say that... (inaudible) authorize there either. And we had issues... (inaudible) squatting there, we can even verify whether or not they have authorization and all but they applied... you know... because we're not allowed to evict them off of it that we just grant the leases... (inaudible) be resolved.

**Chairwoman Pika Fejeran:** Okay.

**Legal Counsel Toft:** Again, we're not bound to issue leases to them... (inaudible) 6.4 regardless but we cannot evict them just because... they'd probably need... (inaudible)

**Chairwoman Pika Fejeran:** Okay so what you're saying is that based on 6.4 the law, because they were presently residing and have continuously resided on that property on July 12, 1995, even though they were not authorized to that, the law recognizes that they were there and does not authorize the Commission to evict them.

**Legal Counsel Toft:** Right.

**Chairwoman Pika Fejeran:** Okay.

**Commissioner Duenas:** Madam Chair, if I can just inquire, I know I wasn't at the previous meetings but on April 18, Anjolisha Aguon had spoken on behalf of Gregory Aguon stating that they'll relocate.

**Chairwoman Pika Fejeran:** She withdrew that and said... she withdrew that. Okay so we cannot evict them because they're identified as a pre-occupier so does that mean Ms. Tomasa Aguon cannot be identified as the pre-occupier as the original pre-occupier?

**Legal Counsel Toft:** As written yes.

**Chairwoman Pika Fejeran:** As written, that's what it means?

**Tomasa Aguon:** He just said that whatever statute he's citing, it cannot be recognized that Gregory is... he cannot be evicted but he cannot be considered to be the pre-occupier. So, which is it? Occupier or cannot be?

**Chairwoman Pika Fejeran:** He has to be recognized as a pre-occupier, therefore; he cannot be evicted. Is that right?

**Legal Counsel Toft:** Yeah that's what I'm saying.

**Chairwoman Pika Fejeran:** Yeah that's what he is saying.

**Tomasa Aguon:** And to top it all of ma'am, the... I mentioned this before, I think after Typhoon Paka, 1997... they approached me asking me authorization to allow them to claim for FEMA, Red Cross because the house had damages since Omar and we didn't patch it up good, that was my... we didn't do it good, it wasn't really finished so another typhoon came it did some damage... they were asking me for an authorization to apply for their FEMA or Red Cross or whatever. I did not issue one, so they went to my sister who lived in the front, Jocelyn's mother requesting and my sister said, I have nothing to do with that land back there. So, I'm thinking, they must have forged an authorization... signed my name so they could... they did get assistance.

**Commissioner Santos:** FEMA

**Tomasa Aguon:** FEMA, in '97 or early '98 after Typhoon Paka because I was already here in Guam when that Typhoon.

**Chairwoman Pika Fejeran:** Yeah, I don't know that that has any bearing on what we're deciding or what we have today.

**Tomasa Aguon:** But it seems like they're recognizing me as the original owner...

**Chairwoman Pika Fejeran:** It sound like they knew... yeah.

**Tomasa Aguon:** Because they're asking me permission and even my nephew Gregory went over to his mom one time and asked... (inaudible) Auntie Lang, I only want the land where my house is at, where his bus stop...his school bus but my sister told him, she has no interest in that because it was mine. And then I don't know if he has any bearing on the case for the Board's information, I just received confirmation that Greogory Aguon and the common law wife or girlfriend relocated to Saipan last week or something like that so that Ms. Cepeda can qualify for some kind of assistance from the Saipan... (inaudible) they have to establish residency so I don't know if that has any bearing to this case but I just think if they up and left to get more benefits from another place then that means that they're just trying to get this land because they think it's theirs.

**Chairwoman Pika Fejeran:** Okay well I'm sorry Ms. Aguon... the Legal Counsel has advised that we basically must recognized Gregory Aguon as the pre-occupier, is that right? And cannot evict him based on his pre-occupier status but that has nothing to do with the situation today with what's happening on the property and the fact they're having on the neighbors, okay? That's a completely separate thing, what the law is saying; is it was protecting those people who was Gregory Aguon, your brother, right, who was there but living as a pre-occupier, it protected them so that the Commission could not come in when the Act was passed and evict them, okay?

**Tomasa Aguon:** I understand Madam Chair, but when the Land Trust was enacted in September my brother was partially paralyzed, he could not speak the only thing that he was able to do is walk a little bit, eat and cry. I started lecturing his kids that first day I visited that place, March of 1996, they were not taking care of him and now after all this now they want to benefit at the expense of me and my brother.

**Chairwoman Pika Fejeran:** It sounds awful.

**Tomasa Aguon:** It is unfortunate.

**Chairwoman Pika Fejeran:** It's awful... but again, the Commission cannot arbitrarily decide when to... we have to work within the law and the law tells us that we have to recognize him as the pre-occupier. With that aside, I think the larger issue is...everything that was brought up today.

**Tomasa Aguon:** The violence.

**Chairwoman Pika Fejeran:** The violence, I think it needs to be documented. This is the first time I think I've heard that one of our own staff has been assaulted.

**Jocelyn Pangelinan:** Yeah, I have one more thing to bring up Madam Chair. Since the road is opening on the side, the easement, Bernice Aguon and people on the back had encroached on my mom's property zooming down the you know... tearing down the sakâte (sword grass) without my mom's knowledge even to access her property. So...in terms of that how can the Board stress or even to go out to tell these unruly people to stop their nonsense already. This is already one to many I mean even if I call GPD, they tell me all we can do is talk to them, all we can do is this all we can do is that.

**Chairwoman Pika Fejeran:** Well as the Commission and as the authority that manages the properties, they don't have a lease...but we have the power right and we've done it before

where we've gone out and told people to cease and desist, you need to leave this property, you're not authorized to be here etc...etc.. we have those powers, right but again we need a bit more documentation and presented it to us.

**Jocelyn Pangelinan:** If your officials come out even tomorrow...

**Chairwoman Pika Fejeran:** If what?

**Jocelyn Pangelinan:** If they come out and assess the situation, supposedly they need to get them out. You're going to see on the side of the road that they put a barrier and it's a broken gate, a broken tree and two tires that's how unruly they are. They have no respect no respect for anybody you know not even for the Commission, I tell you. And they're just doing what they want to do and they could care less if they hurt and they could care less if they're going to land in jail.

**Commissioner Santos:** Even if they arrest them?

**Joecelyn Pangelinan:** Yes. They don't care. There is a house that used to exist on that property that was burned down because of a beer incident. The Commission is not aware of this but if you look into the PDN files, that area has been problematic and you know it's sad that nobody is you know... they cannot occupy that actual structure because they were arguing over a can of beer. How sad is that? You know... and to top it off, there's no running water, there's no running power, I don't even know where they use the restroom now a days. I don't there's a dump in back of their house. There's a lot of junk cars you know...

**Chairwoman Pika Fejeran:** Okay. I'm sorry to cut you off, I hear you and I know that you are pleading with us as Tomasa Aguon and I understand the situation that we are in but I don't believe the Commission is ready at this point to issue a decision in either way. And also, this also just... I've only been able to afford you the opportunity to speak and not the other side so at this point I'd like to ask if we can... looking at the time, it's 5:30 p.m....we were supposed to be completed at 5:00 p.m. but what I'd like, I'd like to ask you to please bare with us and I'm going work closely with our Director and our Legal Counsel to see what kind of authority we have to move forward what kind of documentation we need...but I'm sorry we can't do anything today for you. We hear you and we want this to be resovled and we don't want to issue leases to individuals that spoil the land and harass their neighbors. That is not what... that is not what the CHamoru Land Trust is for... you know.

**Jocelyn Pangelinan:** I think the whole part of this is that they lost respect for just about everybody. I mean, I'm not here to say, don't give them or give them but you need to look at the underline matters. I think that they're affecting us as general. I mean... I don't even know...I'm just here today because you guys deserve to hear what's going on and my mom is the unfortunate because she is not here but I'm speaking on her behalf and like I said, I'm just stressed out to the max.

**Chairwoman Pika Fejeran:** I hear you and I understand its safety you know and I don't want to ask you to wait longer but unfortunately, I have to at this point. I don't see anything presented before us that we can use to act on but I think that it's something...

**Commissioner Santos:** It sound like they're using that place for boxing rign or whatever to start creating trouble.

**Tomasa Aguon:** You know Ms. Fejeran I've been listening all these hours you know when you grant people leases and the first question you ask them is; are they able to build? Are they able to use the land? And I'm sorry to say, eleven years, that house, my house has had no power, no water, no running water, there were babies born in that kind of environment so if my nephew and his family and even my niece, Bernice who lives I think I heard she applied also for the part where her structure is at. If those people, eleven years and they still haven't done anything to better their lives, at lease apply for running water. What makes the Commission



sure that they'll be able to, when they're granted a lease? Are they able to build and maintain? They're piggy backing, that's how they survived this far in life, they piggy back on people, they're getting power from the neighbor down the other side of the street. I guess just for fan or plug their cell phone.

**Chairwoman Pika Fejeran:** Okay Ms. Aguon...we need to do some work. I feel for you and I'm sorry that all of the families that we're talking about are in this situation. You know because if they're that angry they're also suffering too.

**Jocelyn Pangelinan:** I believe that we need to come to a mediation.

**Chairwoman Pika Fejeran:** Yeah.

**Jocelyn Pangelinan:** At least to get back to a norm... you know, because right now, we have all the lights on because that's how scared.

**Commissioner Santos:** How many people staying in that place? A hundred (100)?

**Jocelyn Pangelinan:** Where? No maybe twenty-seven people. No water no power. But you know Madam Chair, come to some sort of resolution.

**Chairwoman Pika Fejeran:** Yeah and we do to. We have to figure out a way to resolve this you know but we also have to remember that we have to take care those that need the help and support but if...

**Tomaso Aguon:** He still my nephew, my blood runs through his veins but I don't think he realizes that. You know.

**Jocelyn Pangelinan:** Like I said, we're not here to displace anybody I just don't want that.

**Chairwoman Pika Fejeran:** Well I think you both brought very valid issues and concerns that the Commission will take under advisement and figure out a way forward for all involved. Okay. Thank you.

**Jocelyn Pangelinan and Tomaso Aguon:** Thank you. Thank you very much.

**Commissioner Santos:** Stay away from there. Why are you staying with them?

**Tomaso Aguon:** We're not staying. She lives next door.

**Jocelyn Pangelinan:** I have no choice, they're my neighbor.

**Commissioner Santos:** Your husband has broken bones, get away from there.

**Commissioner Duenas:** We still have... (inaudible) on the agenda.

**Chairwoman Pika Fejeran:** Oh, we still have public comment.

**Chairwoman Pika Fejeran:** Ms. Anjolisha Aguon. We're going to do public comment right after. I'm sorry you're the first on the agenda and now you're the last.

**Anjolisha Aguon:** It's alright.

**Chairwoman Pika Fejeran:** Thank you for your patience. I hope you understand we had to allow them.

**Anjolisha Aguon:** Yeah, it's alright. It'll be quick. Anyway, my father in law didn't relocate to Saipan, my mother in did. But they are not married so they didn't relocate, she did.

**Chairwoman Pika Fejeran:** Okay.

**Anjolisha Aguon:** He is there though, right now but not relocated. So anyways, aside from that visitor that terrorizes all our neighbors there, we tell him constantly don't come... don't come but it's hard to tell him not to come around. He will bash anyone; he will bash anyone's car even GPD he aint afraid of... he runs. So really even if we tell him don't come, he will still come, he will find his way through jungles, barefoot whatever.

**Commissioner Santos:** Oh, my goodness.

**Anjolisha Aguon:** But right now, we're at little peace because he's not out.

**Chairwoman Pika Fejeran:** He's in jail right now?

**Anjolisha Aguon:** As soon as he does get out though, he's back in it again. Doing the same things. But other than accessing through...Pangelinan's property, that was none of mine nor

Gregory's but it was people there though that live in the opposite side. Aside from that though, I'm here today to see if my... you know my notarized document was uplifted or you know...

**Land Agent II Jhoana Bragg:** She came in to request to...

**Commissioner Santos:** You never apply for Land Trust?

**Anjolisha Aguon:** No, I'm here to speak... oh yes, I did apply, I applied separately.

**Commissioners and Land Agent II Jhoana Bragg:** ... (Inaudible discussion)

**Chairwoman Pika Fejeran:** Yeah supersede that, yeah, we're aware.

**Anjolisha Aguon:** I did apply on my own but... (inaudible) you know, I just decided to help out for now that that's where we live and you know aside from all the problems there, it's hard for us to you know what can we do... we live right smackd in the middle. We're literally locked in like an animal. I mean, I know people around there act like animals and yes, they are drunks, they're alchies they're whatever....

**Chairwoman Pika Fejeran:** So, there's multiple dwellings on the property?

**Anjolisha Aguon:** What do you mean? Oh, you mean like problems?

**Chairwoman Pika Fejeran:** Multiple... multiple...homes

**Anjolisha Aguon:** There's two homes. There's one... the blue house in the front

**Chairwoman Pika Fejeran:** That's the one... that Ms. Aguon built with her husband?

**Anjolisha Aguon:** That's the main. Yes.

**Chairwoman Pika Fejeran:** Okay.

**Anjolisha Aguon:** And there's one in the back is what my father in law and I guess his spouse built. Then Bernice has her own place but that's on a separate lot. That' the red house.

**Chairwoman Pika Fejeran:** Is that...?

**Anjolisha Aguon:** That's the red house

**Chairwoman Pika Fejeran:** Encroaching?

**Anjolisha Aguon:** Yeah.

**Chairwoman Pika Fejeran:** On another property?

**Anjolisha Aguon:** Yeah that's on the opposite side, that one right there.

**Land Agent I John Gumataotao:** This has a Bernice, the one that she's referring to. This is her claim, she's claiming that she's...

**Chairwoman Pika Fejeran:** So, she doesn't have a lease either?

**Land Agent I Johna Gumataotao:** No.

**Land Agent II Jhoana Bragg:** She's claiming a pre-occupier.

**Anjolisha Aguon:** She's a pre-occupier also.

**Land Agent I John Gumataotao:** And this is the main house and this is the back house.

**Anjolisha Aguon:** And yes there is cars there that I guess they brought in and apparently think that they can mechanic on it and all that but as our road closed, we had no way of taking it out as you know... when yes we did try to apply for water and power but we can't because that's why I'm still here today also is for power and water.

**Chairwoman Pika Fejeran:** And... is the the infrastructure there to apply for it or does...

**Anjolisha Aguon:** Everything needs to be... rerouted like you stated because...we have a new road. That' what you stated... so DPW opened that fifty-foot easement already we do have our road there we could clear it ourselves with our own hand it's just... (inaudible) fence is still there. DPW is still working their way out to remove that fence.

**Land Agent II Glenn Eay:** Madam Chair, DPW I'll be working with them...very soon and they're ready to open up the access... (inaudible)

**Anjolisha Aguon:** Yeah she's been calling me and telling me that you know it's hard for us and you know we're even lucky that mother nature puts water in our tanki's (container drums) you

know but... what can we do, there's nothing else we can do we don't get water from the neighbors. We probably get some power yeah but other than doing illegal, anything illegal I go by this.

**Chairwoman Pika Fejeran:** For the property that their... you know I'd like to look at everything comprehensively.

**Anjolisha Aguon:** Yes, and there isn't a dump back there... you know everyone here especially Lorraine they came through the back road... they see... they saw the back side there's not a dump back there... there's no trash build up there.

**Land Agent II Jhoana Bragg:** It's just junk cars.

**Anjolisha Aguon:** There is junk cars, yes and I do intend to drag all that out as soon as our road is open. I do intend to be in compliance with whatever... other than the problems it's hard to keep him away... it's hard to keep Drake away... doesn't matter if you have a restraining order... it doesn't matter what kind of documents you have he thinks he's stronger than everyone. I'm telling you, he's like...

**Chairwoman Pika Fejeran:** Sounds like a scary individual.

**Anjolisha Aguon:** Yes.

**Commissioner Duenas:** What's the relationship?

**Anjolisha Aguon:** There's no relationship.

**Commissioner Duenas:** He just comes around?

**Anjolisha Aguon:** Yeah he's just a friend up the street and he just comes around... like they've known each other for so many years you know because they've been living in that area so you know he always comes down and he... you can tell he's coming because all the dogs would start barking... literally like from a distance like they can smell fear... that's how crazy it is. And he even tried to machete my husband but what can I do you know... if my husband tried to machete him, he would get arrested too.

**Commissioner Santos:** Are you neighbors with Mr. Benavente?

**Anjolisha Aguon:** Yes.

**(Inaudible discussion)**

**Chairwoman Pika Fejeran:** Okay well so you know, if it's your unwanted visitor that's harassing you it's not your family?

**Anjolisha Aguon:** Sometimes yes. I mean you know with what Ms. Pangelinan was sharing earlier some were true but Bernice Aguon does not live on our lot, Randy Aguon yes, he does, he does live there but I don't know what his intentions was... you know.

**Chairwoman Pika Fejeran:** Causing trouble

**Anjolisha Aguon:** I have kids of my own, I stayed in my house when all the incidents were going on, I have kids too you know, I fear for my life too. I have little kids so of course I'm not going to bring them outside while all that is going on so I'm inside my house while all that is going on.

**Commissioner Santos:** Do you have a vacant in a dollar home? Can we look in here?

**Chairwoman Pika Fejeran:** I know.

**Anjolisha Aguon:** We don't want to...

**Chairwoman Pika Fejeran:** Like I told Ms. Aguon we need to figure out a resolution that takes into account all of the fact. We can't do that right now okay so thanks for coming.

**Anjolisha Aguon:** Okay so road is okay, right? We can still go through our road.

**Land Agent II Glenn Eay:** Yeah, I made arrangements already... the... (inaudible) but... (inaudible) has to be there when they open the road.

**Anjolisha Aguon:** Yeah yeah yeah that's what they said. So, we can still go through that road though?

**Land Agent II Glenn Eay:** The fifty (50) foot easement.

**Anjolisha Aguon:** No, the flag lot

**Land Agent II Glenn Eay:** That's where they're going to open up the fence.

**Anjolisha Aguon:** But we can still go through?

**Land Agent II Glenn Eay:** Actually, it's not a road it's part of your lot.

**Anjolisha Aguon:** Yeah, it's apart of the property I know. It's apart of the property I know so it's okay we can go through it even if we're walking through it?

**Land Agent II Glenn Eay:** Yes.

**Anjolisha Aguon:** And we don't need to have any type of document stating that we can walk through it.

**Land Agent II Glenn Eay:** Once we open up the...

**Anjolisha Aguon:** Because we're still getting harassed by Benavente saying that it's private property we need to stop walking through it and all that. That's how we get like on the outside you know.

**Chairwoman Pika Fejeran:** Yeah if you look the property, it's not private property it's Chamoru Land Trust property.

**Anjolisha Aguon:** No, I know but he doesn't understand that or even if he does understand he just can't accept it.

**Chairwoman Pika Fejeran:** Okay well he...

**Anjolisha Aguon:** I mean I know he's worried for his pigs but we're worried for his pigs too because it has a smell but we're not complaining for that. He doesn't like the fact that people are going through it.

**Chairwoman Pika Fejeran:** Okay well unfortunately you don't really have a choice because that is the property... it's CHamoru Land Trust property. Do you have a map?

**Anjolisha Aguon:** Yeah.

**Chairwoman Pika Fejeran:** Okay I mean if he's harassing you go, again I mean we already went through the whole court system.

**Anjolisha Aguon:** Yeah, I know with a restraining order.

**Chairwoman Pika Fejeran:** The restraining order, the cease and desist and um if we have to do it again then we have to do it again. If he continues to give you problems.

**Anjolisha Aguon:** Yeah not constant... he just like...he'll keep telling my husband, it's private property and he'll walk away and my husband would be like, I don't understand what you're saying you know like look at me and tell me so I understand what your saying but you know my husband just wants to know if like we're able to at least walk through with like water if we need to get or...

**Chairwoman Pika Fejeran:** Yes yeah. Have your map...

**Anjolisha Aguon:** Man, we have a lot of different colored maps with different roads that we had there but thanks to you know the Trust they helped us find a way out.

**Commissioner Santos:** Oh, my goodness.

**Chairwoman Pika Fejeran:** Okay thank you. Thank you, Ms. Anjolisha. Okay thank you everybody, I know we are way late...but it looks like there are some individuals in the... for public comment so if I call your name, please come forward. Patrick J. Santos

#### **PUBLIC COMMENTS**

1. **Patrick J. Santos**

**Land Agent I Lorraine Nededog:** That's done already.

**2. Kenneth Guerrero**

**Kenneth Guerrero:** Here.

**Chairwoman Pika Fejeran:** Okay Sir I'm sorry you were the second one to sign in.

**Kenneth Guerrero:** My hats off to you guys... you guys are doing a great job. Carry on.

**Chairwoman Pika Fejeran:** Thank you.

**Kenneth Guerrero:** Good afternoon, good evening... ladies and gentleman of the Board I'm here on behalf of my son, Gabriel Guerrero okay... located in Pagat, Lot 5402 and I see you guys got a map here and I'm asking the Board's leniency to get a lease on S-R2 for my son Gabriel Guerrero I have a legal documents giving me general power of attorney to speak for my son and I'm that's why I'm here to see if I can get things settled and moving on so I can get the mahons (markers).

**Commissioner Santos:** Did he apply already?

**Kenneth Guerrero:** Yes ma'am. He's currently off island seeking his major in physcology and as so in the future he wants to come when he's done soon he used to work in the Sanctuary and how do you say it, instead of committing suicide he's... (inaudible) so that's what I'm here for ma'am.

**Chairwoman Pika Fejeran:** Okay have you met with any of our land agents?

**Kenneth Guerrero:** Yes ma'am. I talked to a lot of people. I talked to Lorraine, I talked to Mr. Hattig just wanted to be here to talk to you guys you know... I talked to Margarita back there, I just wanted to see an outcome because I'm getting older and my son... he's not in great health too, he has a bad heart but I'm trying to help him so less stress for him. He went an got all his paperwork done to be a legal spokes person for him, everything is documentd ma'am I've given everything.

**Commissioner Santos:** How old is he? How old is your son?

**Kenneth Guerrero:** He is 27 now... he was born in '93 and he only build the house where we're occupying right now.

**Chairwoman Pika Fejeran:** So, are you a current lessee, Land Trust?

**Kenneth Guerrero:** Yes ma'am.

**Chairwoman Pika Fejeran:** And you're occupying it as your residence?

**Kenneth Guerrero:** Yeah... (inaudible)

**Chairwoman Pika Fejeran:** And your... your...

**Land Agent II Jhoana Bragg:** He has a lease for... a 9210. However, he is occupying here in Mangilao and he came here as stated in '96 so he met with us and Mr. Hattig and he did explain to him that we can move his lease here but he would have to get rid of the lease in 9210 to decline 9210 to move here because this is his main residency.

**Chairwoman Pika Fejeran:** Oh.

**Land Agent II Jhoana Bragg:** So, he's coming requesting for his son however his son's date and time is not up...you know.

**Kenneth Guerrero:** Excuse I hate to interrupt...a lot of people I've noticed, and... (inaudible) and I'm not going to bring up dirt from the past right, and you guys... (inaudible) good job... a lot of people in the past got passed over from the '95, 2006, 2008, and you're going to go by law and howcome those things still exist and if your saying it right now, that's no longer acceptable... good job, I appraise you for that, you know my son, I am a decendant of Tun Kiko Feja, Francisco Feja... (inaudible) I am Feja, you know... my son is Feja I've picked pineapple on that place when I was a little boy my son wants to live on that history of the family, Feja. I'm Guerrero but my tata is Feja so that's why I'm here, to speak for my boy strictly for my boy, I'm



only here for my boy not for me, for my boy. I just want to make sure you understand because some how some way it always gets mixed up, can't have to two, I'm not talking to me... I'm talking for Gabriel, Y lahihu (my son).

**Chairwoman Pika Fejeran:** Okay so your son, is not a 1995 applicant we can't... the Commission cannot entertain his application and give him a lease.

**Kenneth Guerrero:** Even though he's the one that helped me build the house ma'am? You know?

**Commissioner Santos:** Where did he apply?

**Chairwoman Pika Fejeran:** So, what is your question? You want your son to have that lease?

**Kenneth Guerrero:** Well what I'm trying to basically say Madam Chairman is as simple as this; I want to get the property surveyed which I'm planning and register it so we can do this right you know.... My hat's off to you guys where you have to deal with people for example, like me. I was told from my auntie, Auntie... (inaudible) defunta (deceased) my tata has been there since nineteen tinake as the granfather's clause with me having Feja, I am entiled to that... to go back home to the ranch, you know... I kottura umbre... un dalac I kottura'ta (our culture, we follow our culture) eyigui bidata gi halom I korason ma'mi (that's what we do in our hearts) para un saga hami gi lanchon ma'mi ni hagas ha ma poksai (we stay at our ranch where we were raised) ti'un saki ginen o' tru taotao (we don't steal from what belongs to others) ginen hita ha, I familiaku ha para hu sagua gi gua'tu' (it has been our my family that's been staying there and we only want to stay on what is our families)

**Chairwoman Pika Fejeran:** Is this... this is a main Feja place?

**Kenneth Guerrero:** All my family is all over it, me, Lorette even Valerie

**Chairwoman Pika Fejeran:** Okay the one that Valerie just evicted; left was 5-1

**Land Agent I John Gumataotao:** Which is just this portion right here.

**Chairwoman Pika Fejeran:** So...I know you're saying; I'm not here for me, I'm here for my son... but you are living here?

**Kenneth Guerrero:** Yes, but the place that they gave me up in Yigo that's since Gutierrez's time, there's no water and you know what all the Governor's had told me ma'am and straight up, they don't have money. I have seven poles to go to get water, I have to luffan ha I hanom (I have to carry / bring the water in) you know but if... ma'am.

**Chairwoman Pika Fejeran:** So, you don't have a lease for this?

**Kenneth Guerrero:** No ma'am.

**Chairwoman Pika Fejeran:** Okay so that's the first thing we need to do, since you're occupying...you would have to decline the lease that was given to you 'because you can't have two leases, right? Decline the lease up there, so we can legitimize your occupancy here.

**Kenneth Guerrero:** Eventhough my son is over 18 he can claim that property as a CHamoru... You understand what I'm saying?

**Chairwoman Pika Fejeran:** Not... no I don't think so... because you can list him as your beneficiary.

**Commissioner Santos:** Yes, you can name your son the beneficiary.

**Chairwoman Pika Fejeran:** Yeah you can name him as a beneficiary.

**Kenneth Guerrero:** I just wan to get the mahons down (survey markers) and get the land back... (inaudible) and the lease issue I've been paying since... I got that property up there... (inaudible)

**Chairwoman Pika Fejeran, Land Agent II Jhoana Bragg & Land Administrator Margarita Borja** (inaudible discussion)

**Chairwoman Pika Fejeran:** We already determined pre-occupier status, right? Is there anyone on 5-2?

**Land Administrator Margarita Borja:** We already issued to Michael Bukikosa Arriola who is the brother in law of Valerie...(inaudible) went out and did an inspection and found out that the brother who is sitting in the back, he's coming in he was occupying that so now we're looking at transferring Michael to the front... (inaudible)

**Chairwoman Pika Fejeran:** I see.

**Commissioner Santos:** Pika, so there's another public comment.

**Chairwoman Pika Fejeran:** Yeah, we have more public comments okay... she's...

**Kenneth Guerrero:** I just want you to know what's my status... I had a stroke a couple of years ago, my body is not doing well, my son wants to come home soon and he's going to do good for Guam, he's going to be a great counselor.

**Acting Admin. Director Joseph B. Cruz Jr.:** Madam Chair, maybe you can afford us to review and package a staff report so we can get all the documents together just so at least... (inaudible)

**Chairwoman Pika Fejeran:** Yeah. I agree. So Mr. Guerrero so I appreciate you came today to talk to us and let us know your concerns and your issues but what we're going have to do is we're going to instruct the Director and the staff to look into your case and your son's file and put together a staff report and we can put you on the agenda so we can actually spend some good time, have your folder here and work it out.

**Kenneth Guerrero:** ...(inaudible) This is all I want.

**Chairwoman Pika Fejeran:** Okay so the staff will call you...their going work on a staff report and whenever you make it on to the agena, they'll give you a couple days notice if you can reappear before us.

**Kenneth Guerrero:** I gave them my house number, my cell number, my work number and... (inaudible)

**Chairwoman Pika Fejeran:** Okay thank you Mr. Guerrero.

**Kenneth Guerrero:** Thank you Madam Chair, everybody... keep up the good work I salute you again I appreciate it.

**Chairwoman Pika Fejeran:** Okay August Guerrero alright... Mr. Guerrero.

**Kenneth Guerrero:** Hagu next partner.

**Chairwoman Pika Fejeran:** Hafa Adai Sir.

**August Guerrero:** Hi Hafa Adai! Madam Chair, Commissioners thank you for... (inaudible)

**Chairwoman Pika Fejeran:** Could you state your name for the record?

**August Guerrero:** Ah my name is August C. Guerrero and I have something... (inaudible) so I thought I'd keep it straight and get the point I want across. So, my name is August Guerrero I'm a CHamoru Land Trust applicant I have been designated by the CHamoru Land Trust department and I'm a previous occupant...

**Commissioner Santos:** Did you apply?

**August Guerrero:** Look at that map on 5-2...alright I had permission to stay there, I have permissions from previous Directors Joseph Borja, Jesse Garcia, ...(inaudible) I'm sure they have it. And to hook up water and power and all that stuff...so I also have been working with John Gumataotao and Margarita Borja very closely and I come here before you today to request a lease on the property that I am currently on... to allow me to hook up the water because they really need a lease in order for us to give them Three Thousand Dollars (\$3,000.00) that... (inaudible), right? So that's why I'm here, I talked to John yesterday, I told him I'm a very bad public speaker so at any time you can jump in... just want to fill you guys in on what I want to do.

**Chairwoman Pika Fejeran:** You're doing great, I hear you.

**August Guerrero:** Don't make me cry.

**Chairwoman Pika Fejeran:** Being that you're in that same subject area that um Mr. Kenneth Guerrero, is your brother?

**August Guerrero:** I'm Feja too.

**Chairwoman Pika Fejeran:** So, you're a relative, a very close relative also neighbor...what we'll do is the staff will put staff reports together so we could look at it as a whole for an upcoming meeting.

**August Guerrero:** So, you guys are aware of the history of the land, right?

**Chairwoman Pika Fejeran:** Oh yeah, we had a very long meeting here with...

**August Guerrero:** Is that the one on March 21<sup>st</sup>?

**Chairwoman Pika Fejeran:** I think so.

**August Guerrero:** See the thing is the family told me about it but I thought it was the issue of the land swap then all of a sudden that just came out out of no where... not the land swap but the swapping of the lines... and then that thing just moved and then maybe a couple of days later that's when I was knocking on John Gumataotao's door and I was like, I'm here.

**Chairwoman Pika Fejeran:** We told them at the meeting too, like hey, there's gotta be more Feja's out there... they're going... (inaudible) you know.

**August Guerrero:** We're first cousins... we're all first cousins.

**Chairwoman Pika Fejeran:** Well you guys are here, you appeared before us well we'll be sure to get to you on an upcoming meeting where we have the information we need to move forward.

**August Guerrero:** So, I'll be on the agenda? I don't want to be on public comment.

**Chairwoman Pika Fejeran:** Yes, you'll be on the agenda...

**August Guerrero:** Okay thank you very much. I appreciate your hard work.

**Chairwoman Pika Fejeran:** Aww, thank you Mr. Guerrero.

**August Guerrero:** I'm looking forward to... let me know whenever you want, I'll be there.

**Chairwoman Pika Fejeran:** I think the practices is like they'll probably give you like two- or three-days notice before the meeting.

**August Guerrero:** Thank you for your help John. Thank you for your help Margarita.

**Chairwoman Pika Fejeran:** Okay...Patricia J. Santos. It's already okay... Is there someone here to provide public comment here today?

**Commissioner Santos:** Si Shiroma

**Chairwoman Pika Fejeran:** Okay come forward.

**Elizabeth Camacho:** Hafa Adai my name is Elizabeth Camacho and I am here requesting that I have an application that I applied in 1996 but apparently, they could not find my receipt so I'm on the unpaid list. I'm requesting that I'm willing to pay that fifty dollars (\$50.00) and so my application can be entertained.

**Chairwoman Pika Fejeran:** Okay I think we can allow that, right?

**Legal Counsel Toft:** ...(inaudible)

**Chairwoman Pika Fejeran:** Yeah sure so go ahead and pay that submit your receipt and then we'll be sure to get you in line where you belong.

**Elizabeth Camacho:** Oh, okay thank you.

**Legal Counsel Toft:** We should do a motion.

**Chairwoman Pika Fejeran:** A motion, we need a motion.

**Commissioner Duenas:** Motion to accept her payment? What is the name... Elizabeth?

**Chairwoman Pika Fejeran:** Elizabeth Camacho

**Elizabeth Camacho:** Elizabeth Manibusan Camacho

**Commissioner Duenas:** You applied in 1996?

**Elizabeth Camacho:** Yes. When will that... will I still be on a waiting list or something?  
For how long?

**Chairwoman Pika Fejeran:** Yeah. As soon as we can.

**Elizabeth Camacho:** Oh.

**Land Agent I John Gumataotao:** Just to clarify, you're not pre-occupying on government land, right? Are you currently living on government land?

**Elizabeth Camacho:** No.

**Acting Admin. Director Joseph B. Cruz Jr.:** How did you research whether you paid or not?

**Elizabeth Camacho:** I went to DOA.

**Acting Admin. Director Joseph B. Cruz Jr.:** Treasurer of Guam?

**Elizabeth Camacho:** They couldn't find anything they were just looking at all these receipts but they're not going research the whole '95 to '96. So, I said that's okay, I'm willing to pay I have another fifty dollars (\$50.00) to get back on the list and anyways they're not even calling yet... so. I have another question, if I have a cousin that was awarded their land but is not on the land because she like relocated...so she has her brother, she's willing to transfer...is that allowable?

**Chairwoman Pika Fejeran:** If she's had the lease for seven years.

**Elizabeth Camacho:** She could okay. Okay.

**Chairwoman Pika Fejeran:** As long as whoever she transfers to is qualified under the Act and as an applicant... (inaudible)

**Elizabeth Camacho:** Okay great.

**Commissioner Duenas:** Motion to accept payment for Elizabeth Camacho's 1996 application

**Chairwoman Pika Fejeran:** Motion made

**Commissioner Santos:** I second it.

**Chairwoman Pika Fejeran:** Seconded it by Tan Amanda. Further discussion?

**Commissioners:** None

**Chairwoman Pika Fejeran:** All those in favor?

**Commissioners:** Aye

**Chairwoman Pika Fejeran:** Okay motion carries. Okay than you for coming Ms. Camacho.

**Elizabeth Camacho:** Thank you so much. Have a good evening.

**Chairwoman Pika Fejeran:** Okay thank you. And finally, Mr. Shiroma. Thank you for your patience...your utmost patience.

**Ivan Shiroma:** My name is Ivan Shiroma for the Hals Angels representing the Hals Angels verses rugby. Basically, I was told at the last meeting to not do anything and just... while we serve them the cease and desist letter. Apparently, they got nothing that's why I'm... the access from the otherside, they're still going through my property. Am I able to start my development on the second field? These people just keep coming in again then (inaudible) in the area when I open the gate for my people to come in, they're people come right behind us and take advantage. (inaudible) let the Board know that I'm doing my best to refrain from taking any action and that's what I was advised at the last meeting so I want to know what's the status and if I can just go ahead and do what I have to do?

**Chairwoman Pika Fejeran:** Okay thank you Mr. Shiroma.

**Ivan Shiroma:** ...(inaudible) on the Board and do I handle this thing.

**Chairwoman Pika Fejeran:** Yeah. I appreciate your patience and restraint taking anything into your own hands as work our end of it... so.

**Acting Admin. Director Joseph B. Cruz Jr.:** We initially sent the first letter to Mr. I forget his name but... (inaudible) the letter was returned because the address was not valid. So, what had happened was, we went out on a site visit... I forget what day it was but we went after 5pm to try to serve the notice but unfortunately we were unsuccessful again and then that one of the foot ball practices, Jessica Dayday was able speak to somebody which in turn... (inaudible) which they came in so we served them a second notice with... (inaudible) the first notice... Mr. Ross Morrison had provided a document that was signed by Mr. Mafnas, former Director, Monte Mafnas and I don't recall the document title but I have it upstairs because I'm researching the whole Guam Rugby... so we're starting from day one and the request from Guam Rugby when we met with Mr. Hattig was will the Hal's Angels be open to at least allowing them access for the remainder of the season, that's what they were requesting for.

**Chairwoman Pika Fejeran:** Okay.

**Ivan Shiroma:** Mike Borja was still the Administrator.

**Chairwoman Pika Fejeran:** We solved that, didn't we? We solved it, we ruled on it. Did you find it in the minutes?

**Acting Admin. Director Joseph B. Cruz Jr.:** We cited the minutes that you gave him up until the end of 2018, we did all... (inaudible) we were just advised that Mr. Morrison had provided us with a document from Mr. Monte Mafnas, but in that meeting Mr. Morrison and the group had asked him, Hal's Angels to consider to allow them the access for the remainder of the season. If Mr. Shiroma disagrees then you know, we'll inform them that we spoke with Mr. Shiroma and as of today that he stands firm and he'll just won't allow them to access. But we had informed them that their access is on the other side through Lada Avenue and that the easement from Santa Monica has been deleted, we showed them the map, we did everything that...

**Chairwoman Pika Fejeran:** Yeah okay. Well I think that the paper that he was showing you was the one that was presented to the Commission and the Commission decided that that was a illegal like how that was done right like the amended your lease for them without your knowledge I think that's what it was.

**Acting Admin. Director Joseph B. Cruz Jr.:** I don't remember off hand.

**Chairwoman Pika Fejeran:** But aside from that I believe the Commission has already decided the course of action but they were asking if...

**Acting Admin. Director Joseph B. Cruz Jr.:** If you would consider to allow them to use it for the remainder of the season.

**Ivan Shiroma:** We reached out to them so many times already and I'm just tired I can't do anything lost so many oppertunites to develop that field. We have all these people that want to help they want to see something... and then it's hold on because the Commission says something and then they go away and I lose that opportunity to develop and then aside from the 8 months from Mike Borja there's three months again, from January to the present. With no effort to do... And then another thing, when Jessica was there, they totally ignored her again like no respect. These people are something else.

**Acting Admin. Director Joseph B. Cruz Jr.:** So, you're not going to allow them access?

**Ivan Shiroma:** No no no.

**Chairwoman Pika Fejeran:** No yeah.

**Acting Admin. Director Joseph B. Cruz Jr.:** Okay just need to clarify... just so I can prepare the third notice tomorrow, that's it.

**Chairwoman Pika Fejeran:** Okay okay so after the third notice, what happens? And when that goes out what happens?



**Acting Admin. Director Joseph B. Cruz Jr.:** It's up to Mr. Shiroma how he secures his gate, whether he padlocks it that will be on him.

**Ivan Shiroma:** And then they'll probably cut it and... (inaudible) like the last time and then the waterline they're supposed to remove and they're not even acknowledging that. ... (Inaudible) I'm trying to be patient with these people.

**Acting Admin. Director Joseph B. Cruz Jr.:** We already...

**Chairwoman Pika Fejeran:** All the points that they have to comply with.

**Acting Admin. Director Joseph B. Cruz Jr.:** Yes, because that's on the second notice to cease and desist. We'll just reiterate again, we'll serve them... (inaudible) because I just found out that Mr. Ross Morrison works at Morrico so I know where his office is at. And we'll also give you a copy so you can have it for your file, so... (inaudible) you secure your entrance that was... (inaudible) you have a document from us.

**Ivan Shiroma:** The last thing Mike Borja said he was supposed... Mr. Morrison whoever is in charge of rugby supposed to let the people know which is all the schools using that, they're supposed to access from the other side. He hasn't done anything because every body is still coming in and you know these are like kids, middle school so I just let it go. I keep on and I have to come to a decision where something has to be done. I don't want to come here with a problem, my solution is this I'm not the Board but I would revoke their license because your... (inaudible) given a five-year renewal and they're playing this game like they always want to slow down the progress. Send them a message.

**Chairwoman Pika Fejeran:** Yeah. Like if two cease and desist has already gone out and they're not complying, the third one goes out then what? What is our remedy? If they don't comply with the cease and desist, then that's enough for us to say okay, well we revoke your license.

**Legal Counsel Toft:** We'd have to look at the terms as far as...

**Chairwoman Pika Fejeran:** I think we need to have some teeth with the cease and desist.

**Acting Admin. Director Joseph B. Cruz Jr.:** I don't recall off hand exactly but we'll cite something in the lease about not following some term or the provision of the lease.

**Chairwoman Pika Fejeran:** Okay and does the cease and desist have a deadline date?

**Acting Admin. Director Joseph B. Cruz Jr.:** We'll do it immediately. This is the third one, I believe that... (inaudible) We'll get the letter out tomorrow, first thing in the morning we'll have it. Can I get your contact number Sir so I can call you when... (inaudible)?

**Ivan Shiroma:** 888-4301

**Chairwoman Pika Fejeran:** Thank you Mr. Shiroma. Okay well there were several items on our agenda that we did not get to. Is there anything abolutly pressing at this time or can we visit it at our next upcoming meeting?

**Acting Admin. Director Joseph B. Cruz Jr.:** Are we still on for the special meeting?

**Chairwoman Pika Fejeran:** Yes, so...

**Acting Admin. Director Joseph B. Cruz Jr.:** Okay just need to consult with Nic about the executive session part.

**Legal Counsel Toft:** ... (inaudible) yeah, the Determination of Need

**Acting Admin. Director Joseph B. Cruz Jr.:** And then we just need to find a court reporter and then we need to consult with DOA because the timing of it, we don't have an open P.O. to... (inaudible) a court reporter but they may allow us to use a direct payment with it because it doesn't happen all the time, it's very rare. We'll do our best to... (inaudible)

**Chairwoman Pika Fejeran:** Okay. How soon can we do that, so just for the Commission's knowledge, I'm calling a Special Meeting as soon as possible and in that meeting we're going to have a bunch of agenda items but we'll also be going into executive session to talk about the ongoing litigation with Department of Justice and the Trust. But with calling the executive session, there's a lot of administrative things that need to happen and we also like Joey mentioned, we have to hire a court reporter so do you know how soon you can get back to me so I can let our Attorney know.

**Acting Admin. Director Joseph B. Cruz Jr.:** Maybe tomorrow.

**Chairwoman Pika Fejeran:** Okay okay.

**Acting Admin. Director Joseph B. Cruz Jr.:** We just need to find out whether the court reporter will be available that day, he or she is on island so we'll try to get all that together by the afternoon.

**Chairwoman Pika Fejeran:** Okay so the soonest would be Tuesday, the 29<sup>th</sup> right that was the day.

**Acting Admin. Director Joseph B. Cruz Jr.:** July 30.

**Chairwoman Pika Fejeran:** July 30 that would be a Tuesday but again it depends on the noticing the notice would have to go out next Tuesday, we might not have enough time so we're looking at the...

**Acting Admin. Director Joseph B. Cruz Jr.:** I think we'll be okay.

**Chairwoman Pika Fejeran:** Do you think we can do it?

**Acting Admin. Director Joseph B. Cruz Jr.:** Just as long as we can secure a court reporter and the payment process, we can do it.

**Chairwoman Pika Fejeran:** Okay and we'll put everything that we tabled under new business, financial report...we'll move that to the upcoming meeting, Special Meeting. Oh my gosh. You guys are rock stars. Thank you so much. Commissioner comments?

**Acting Admin. Director Joseph B. Cruz Jr.:** So, everything that was tabled, we go over it at the next meeting? Just to clarify.

**Chairwoman Pika Fejeran:** Yeah.

**Acting Admin. Director Joseph B. Cruz Jr.:** Okay.

**Chairwoman Pika Fejeran:** Can I get a motion to adjourn?

**Commissioner Duenas:** Motion to adjourn

**Chairwoman Pika Fejeran:** Alright we're adjourned. Thank you, guys.



**Lourdes A. Leon Guerrero**  
Governor

**Joshua F. Tenorio**  
Lieutenant Governor

**Commission Members**

**G. Pika Fejeran**  
Chairwoman

**Amanda L.G. Santos**  
Commissioner

**Austin J. Duenas**  
Commissioner

**Ariene Bordallo**  
Commissioner

**(Vacant)**  
Commissioner

**Jack E. Hattig III**  
Administrative Director

# CHamoru Land Trust Commission

(Kumision Inangokkon Tano' CHamoru)

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**COMMISSION MEETING MINUTES**  
**Department of Land Management Conference Room**  
**3rd. Floor, ITC Building, Tamuning**

**Thursday, August 15, 2019, 1:04PM -**

**Public Notice: The Guam Daily Post on August 8, 2019 and August 11, 2019**

**I. CALL TO ORDER**

Chairwoman P. Fejeran called the CHamoru Land Trust Meeting to order at 1:04PM

**II. ROLL CALL**

**Notation of Attendance**

Present were: Chairwoman P. Fejeran, Commissioner A. Santos, Commissioner A. Duenas, Legal Counsel Nicolas Toft, Administrative Director Jack Hattig

Chairwoman P. Fejeran: I'd like to call this CHamoru Land Trust Commission Meeting to order. The day is Thursday, August 15th, public notice for this meeting was provided in the Guam Daily Post on August 8th and on August 11th. Before we begin, I would like us to rise and cite the inifresi.

All: Reciting the Inifresi

Chairwoman P. Fejeran: Alright, thank you everybody. Roll call, I'm present. Commissioner Amanda Santos.

Commissioner A. Santos: Here

Chairwoman P. Fejeran: Commissioner Austin Duenas.

Commissioner A. Duenas: Here

Chairwoman P. Fejeran: Legal Counsel Nicolas Toft.

Legal Counsel N. Toft: Here

Chairwoman P. Fejeran: And Administrative Director Jack Hattig, III.

Administrative Director J. Hattig: (responds in CHamoru) here.

Chairwoman P. Fejeran: Thank you, so, we do have quorum today. First item, next item on our agenda is approval of minutes. We have our May 2nd, meeting minutes, has everybody had a chance to review? Did we need a little bit more time? This was a very lengthy meeting, it's about sixty-nine pages of a meeting.

Commissioner A. Duenas: I'm not ready to approve the minutes.

**PUBLIC COMMENT:**

Rev. 10/21/2019

Chairwoman P. Fejeran: Okay. So, let's table the approval of these minutes to the next meeting, please. Alright, next item on the agenda is public comments. Has everybody that wanted to provide public comment, signed up here? Yes? Okay. Okay, we'll start with Mr. Johnson. Hafa Adai, you could state your name for the record.

Mr. Johnson: Good afternoon, I'm Jere Johnson. I'm President of Hawaiian Rock Products. You probably recall that I came before you on April 4<sup>th</sup>, to present a win, win opportunity for the Trust and its beneficiaries regarding Lot 5412 in Mangilao. Hawaiian Rock has been working with previous commissions on proposals for this lot since 2006. We have made considerable progress of archeological and environmental studies on this property as well as alternate grading plans to prepare the property for a future use as homestead lots or other commercial activities as the commission may determine. At your meeting it was determined that Lot 5412, must first be designated not to exceed, not part of, not to exceed of 90% of the commission's inventory of land, it does not required leases for CHamorus to lease for subsistence and Agricultural Commercial leasing. After this designation, CLTC must seek specific approval for mineral extraction on a portion of lot 5412, were grass, mass grading would occur. Then the commission would partake for the mass grading, resulting in homestead lots, and the revenues gained from the mineral extraction. Note that after mass grading, the property would immediately revert to the commission, in the form of homestead lots or remain for commercial leasing to others. The first step is to designate lot 5412, as within the 90% of the Trust land inventory that is not required for homesteads, or subsistence farming and agriculture. Today, I respectfully ask again, as you may recall Public Law 33-95 establishes, strict and specific requirements that could lead to commercial leases and significant revenues for the Trust. For your information, Hawaiian Rock Products has given CHamoru Land Trust one million, six hundred and seventy-seven thousand dollars in royalties for mineral extracted from the Guam Raceway since 2004. Guam would experience a tremendous demand for coral products in the next six years. Now is the time to start with this property to include the needs of the Trust and much needed income to Trust. Thank you.

Chairwoman P. Fejeran: Thank you Mr. Johnson. I do appreciate you coming in for this subject lot. The Commission has not moved forward in any direction. I think at our last meeting, we discussed that this is a very, I guess an important opportunity, that the Trust may want to have a little more time to consider. I know that's not the only property has been proposed for mass grading and mineral extraction. But we understand it's definitely a valuable resource that the Trust holds and I appreciate your interest.

Mr. Johnson: Our only concern is that, you know, it takes a long to get the, do all the proper permitting in archeological and environmental studies and these projects that I'm talking about they're starting now and so, you know the Trust if it takes years to do this, they miss this opportunity. Also, we are looking for private land and once we obtain that, we'd probably use all our energy on that. **\*\*inaudible\*\*** We are very interested in that property. The time that we spent on it and the money we put into it and to do what the Commission asks us to do, previously, and it made immediately adjacent to us and it won't impact the Trust going out on the road, and everything, so. Yes, we are interested in other properties in the Trust's inventory, but those are kind of long-range properties, so. That's why I would hope that in the interest of time that you would work on this for us, soon, ok. Thank you.

Chairwoman P. Fejeran: Next individual for public comment is a Mr. Joseph Tedtaotao. Hafa Adai sir.

Mr. Tedtaotao: Hi, good afternoon.

Chairwoman P. Fejeran: Hafa Adai.

Mr. Tedtaotao: Well my question here today is basically is there any proper procedures for a Land Trust holder that has gone, passed on and the siblings do not want any part of the property? Now, me as an applicant, is there any way I could switch off for that particular lot? What are the proper routes for me?

Chairwoman P. Fejeran: Okay. Sir, just for the record, your name is Joseph Tedtaotao?

Mr. Tedtaotao: Yes ma'am

Chairwoman P. Fejeran: Okay, so, you are asking what are the process. Are you related to this individual?

Mr. Tedtaotao: I'm...no.

Chairwoman P. Fejeran: Process and they currently have a lease? With Land Trust?

Mr. Tedtaotao: I believe so.

Chairwoman P. Fejeran: Okay, I know that there are definitely process for lessee's that passed away. We first need to check if they designated a beneficiary. We would check in their file, have you been to the office to speak to one of the Land Agents?

Mr. Tedtaotao: No.

Chairwoman P. Fejeran: No, okay. I think that would be your best bet, come on in, sit down with one of the Land Agents. If the children of the deceased lessee, if they don't want the property, maybe one of them were listed as the beneficiary, they may be able to relinquish it. Relinquish their beneficiary...

Mr. Tedtaotao: They are going to relocate off-island they are not going to stay here.

Chairwoman P. Fejeran: Okay.

Mr. Tedtaotao: So, do I have to update the lot number?

Chairwoman P. Fejeran: No, I think just their name. Do the children know if one of them was designated beneficiary?

Mr. Tedtaotao: I believe so.

Chairwoman P. Fejeran: Okay. So, whoever was designated the beneficiary, they would probably have to come in with you, right, just for the privacy stuff. So, they would have to come in with you or...

Commissioner A. Santos: Get power of attorney.

Chairwoman P. Fejeran: Yeah, go ahead Director.

Administrative Director J. Hattig: If I may. Have you made any contact with the family members of the individual on your own?

Mr. Tedtaotao: I...yes, the deceased, the brother is with my cousin.

Administrative Director J. Hattig: Oh.

Mr. Tedtaotao: The lots are right across each other.

Administrative Director J. Hattig: Okay, so maybe, ok...

Mr. Tedtaotao: Yeah, they just brought it to my attention, like, you know, hey, my sister passed on. Her daughters don't want anything, they live in the states, so.

Administrative Director J. Hattig: The Chairwoman is right, come in and in your schedule you can come in or you can make an appointment to come in and see one of our land agents and we'll sit down and take the information down, we have to reach out to the obviously to the other side, the other lessee to confirm what their decision or desire is and then we can go from there.

Mr. Tedtaotao: Alright, that's it.

Chairwoman P. Fejeran: Sir you are an applicant?

Mr. Tedtaotao: Yes.

Chairwoman P. Fejeran: Okay. Alright, thank you sir.

Administrative Director J. Hattig: Thank you.

Chairwoman P. Fejeran: Okay, is there anybody else that wanted to provide public comment today? No, okay, thank you. Hi, please come forward and state your name for the record.

Ms. Muna: Thank you. I thought I was on the listed, my name is Jesusa S. Muna. I thought I was on the listed, I thought I made an appointment to come in today for building permit and for surveying, but I'm not on the list. I don't know why. It's about a month and half ago. Anyway, I am here because I was given authorization for power and water from CHamoru Land Trust I got, I was given CHamoru Land Trust for half an acre, back road, Pãgat, Mangilao. I've been applying and I got the application for power, but water is giving me a hard time, I did not get my property surveyed. Lack of funds, of course, but I was told from the previous administration that I might be able to get it through them, but it's not happening. They told me also it might take a length of time for, but I need to, I need help. That's why I'm here, I need help.

Chairwoman P. Fejeran: Okay.

Ms. Muna: I'm not looking for a free hand out I get a property, but I just need a little boost for water, it's more important for me than anything. But I got the power application and they told me they were going to charge seven thousand for a power pole, and I need six. Where am I going to get that? Right. They said it's a process, I can pay as I go along. I'd be dead by then.

Commissioner A. Santos: Power pole.



Ms. Muna: **\*\*responds in CHamoru\*\*** Yes, and the water is six hundred and I will be putting in the meter. So, help please. Yes.

Commissioner A. Santos: Maybe the Legislature could.

Ms. Muna: And, everywhere I go people make comments, they go...why is CHamoru Land Trust giving you this when they should provide infrastructure. I have no idea. I don't know. I don't know that answer to that. Before, they did. I was told before they did. I don't know where they got that. Before they did. (speaks in Chamoru) Yes.

Commissioner A. Santos: Agriculture.

Ms. Muna: I did go to the Agriculture.

Commissioner A. Santos: Legislature.

Ms. Muna: Yes, and they told me if they help me with the water, I cannot use it for my own consumption. I have to use it for my plants. But I have to plant fifty coconut trees and twenty bitternut trees. You know what they gave me? Or what CHamoru Land Trust gave me. Tons of corals...rocks. I can't plant, I have planted and they all died. You know, so, I need help, I need help. It's half an acre, I can't get my water in, I can't, if it's a three acre and I'm going to farm, maybe, get better response, but, half an acre, an old lady.

Commissioner A. Santos: You think they can give her another lot? Where she could...

Ms. Muna: Oh my God, I have put so much, me and my kids a lot of sweat, sweat in my property. I have a temporary structure there right now. Sorry.

Commissioner A. Santos: Do you have Agriculture or is it Residential?

Ms. Muna: Agriculture.

Chairwoman P. Fejeran: And when was your lease issued?

Ms. Muna: I got it right here. Well I applied ninety-five and I got Agriculture lease two thousand seventeen. (Chamoru) I was given a lease because they checked on those who died. I'm just saying, sorry.

Chairwoman P. Fejeran: No, I'm sorry that you're in this position.

Ms. Muna: Yes.

Chairwoman P. Fejeran: You know there's a lot of pressure, on the Commission in the past to just issue out leases, without really regard to, or with the understanding there's no utilities in the area. It's probably in your lease where it says that, that you understand there is no utilities within a hundred of feet.

Ms. Muna: Yes ma'am, I understand but why do I have to spend an arm and a leg.

Chairwoman P. Fejeran: I understand.

Ms. Muna: The whole body to get it. Is that what it is to just give it. (Chamoru) it's on you now. You know you can't. We're asking for help.

Chairwoman P. Fejeran: I understand. You know the Commission has asked the Director and the staff to put together a, what is that, a, I guess a spending plan for our survey and infrastructure fund. We are going to have money that is sitting in there that is not used. So, I think if you could, sit down with a land agent to, I mean you definitely put in record here, so that our land agents can really pin point exactly where you're located, see who else is in that area where we could invest infrastructure.

Ms. Muna: A lot of people gave up, it was two people that they're still there but, there's quite a few of us, but a lot of them gave up because...(CHamoru) Ai Sue, ten thousand, seven thousand. Where are we going to get that? Where? We are not as fortunate as some people and we're just seeking a little, a little help. Not a bit, you know, give me water. I'll keep still, I'll get a generator and live there, you know. But I just need water. I'm hauling water there now; I'm hauling water back and forth from my daughter's place and it's not fun.

Chairwoman P. Fejeran: The agenda.

Ms. Muna: Yeah, Ms. Dayday said she was going to put me on today.

Commissioner A. Santos: The sign in? The Agenda?

Ms. Muna: I signed in with the public comment because Mr. Eay said go ahead. But thank you for the opportunity that you gave me.

Commissioner A. Santos: Find another place for her.

Chairwoman P. Fejeran: Well it sounds like she's not interested in a move, she's actually invested a lot in there, she's asking for help.

Commissioner A. Santos: You don't want to move to another place where you could...

Ms. Muna: (CHamoru) What and start over again. It's a half acre but my family put a lot, but they gave me a place where the trees are as tall as a three-story high, you know. (CHamoru) it's hard, sister. Give me a house, I'd be happy with it, but see I wanted to plant a little bit. I still do in, but I can't plant on that. Yeah, I have a mango tree there, it's been there for ten years and I'm still wondering if it's going to fruit. (CHamoru) Nothing. I have sour sap that's baring fruit but now maybe the roots are hitting the rocks, because it's dying out, dead fruit, you know. So, I just, it's, I don't know, if you can put me in a place where it's, and I can you know, I don't want Dededo. They tried to give me a property up there, Nevermind Road, and a boy the name suits it. Nevermind. It was like five miles in and to get to the property they were going to give me. I was like...

Commissioner A. Santos: Nevermind.

Ms. Muna: I'm a lady. What are you doing pastoring me over there, because there were cows? Maybe that's why they put me out there, but ma'am I'm not here to be disrespectful and really here for just a little bit of help. If you can provide me another property that would be great. They are telling me six power poles, seven grand each. The power line, regardless they said. You need five thousand, I don't have to pay all of these at one time, but. By the time I get around to it, I'm not going to be around, what about my kids, you know.

Chairwoman P. Fejeran: Okay, well Ms. Muna thank you for your comments. It has been duly noted and if you would like to explore the, if there is any place you would like to transfer to

that has the infrastructure in place, please come in and sit down with one of the land agents. But we also noted your case and as we are putting together the survey and infrastructure plan, we'll be sure to keep you and neighbors in mind.

Ms. Muna: Thank you, I appreciate that.

Chairwoman P. Fejeran: I'm sorry we couldn't do more today.

Ms. Muna: Well you know, it doesn't happen overnight. I appreciate that I'm being heard today, it's taking forever for everything. Everybody says no to me and I've been going everywhere. I even set up a meeting with...and he explained to me what's going on and you know, can't do everything at once. You know, procedures have to be followed. That's why I'm here. Help me with your procedure, please, thank you.

Administrative Director J. Hattig: Yes, we did discuss a relocation the last time we met. Maybe we can sit down and discuss this time.

Ms. Muna: Maybe and maybe next to a power pole. That would be great, yes. Seven grand is a lot of money for a person that pretty much has not much. Well next to a power pole I'd be pretty happy. Thank you.

Administrative Director J. Hattig: Thank you.

Chairwoman P. Fejeran: Is there anyone for public comment that we missed? Alright, thank you. Oh, I'm sorry, come on up. Hi, you could state your name for the record.

Mr. Atalig: Justin Atalig.

Chairwoman P. Fejeran: Hello. Justin Atalig?

Mr. Atalig: Yeah. Atalig.

Chairwoman P. Fejeran: Hi Mr. Atalig, how can we help you?

Mr. Atalig: Recently I just applied, for, through my grandma's land. In back road Pãgat. I was told, you know, by one of you guys' agents, speed it up or you know a little bit faster, to come to the board. Back then, I just want to get a land also for kids for also, them. The land is kind of like a memory. I don't want it to go to somebody else.

Chairwoman P. Fejeran: Oh, ok. Is one of our land agents familiar? John? So, your grandmother has a Land Trust property?

Land Agent J. Gumataotao: Well, no, she, grandmother had a, pre-occupier. So, I just informed him he needed to get a verification from the Mayor. It's only because he just recently applied and...

Chairwoman P. Fejeran: Right, so we have to make sure we have all the documentation in place to really declare you as a...

Administrative Director J. Hattig: Pre-occupier.

Chairwoman P. Fejeran: Pre occupier status, yeah.

Land Agent J. Gumataotao: Well currently his application is going through the process.

Chairwoman P. Fejeran: Okay, for...

Land Agent J. Gumataotao: He just paid the...

Administrative Director J. Hattig: He is going to the qualification process, right.

Chairwoman P. Fejeran: Okay, okay. Alright, so, what John was saying was your application is being processed right now, just to determine your qualification under the program. But as soon as that is done, and you're qualified, I guess the next thing from you would be the Mayor's verification that it's you and your family.

Land Agent J. Bragg: That you stay there.

Chairwoman P. Fejeran: That you stay there. Do you stay there now? Occupy there now? No. Ok, but your father or grandmother?

Mr. Atalig: Yeah.

Chairwoman P. Fejeran: Stayed there. Okay.

Mr. Atalig: Already I gave from the Mayor of Mangilao, the document that she was staying there.

Chairwoman P. Fejeran: Oh okay.

Land Agent J. Gumataotao: Once he gets processed for his application then, we'll take a look at the additional documents.

Administrative Director J. Hattig: I'm concerned, the, I'm just concerned if the, your grandmother wasn't a Land Trust lessee, or nobody from your family was a Land Trust lessee or applicant at least.

Mr. Atalig: Not that I'm aware.

Administrative Director J. Hattig: So, who's currently occupying the property?

Mr. Atalig: Nobody right now.

Administrative Director J. Hattig: Nobody? Okay. We will have to research ma'am on the property itself, just to make sure it's within, you know like what John said, the LUP or whatever the circumstance because, you know. Not sure right now, this is public comment so we'll research it then. Once your qualifications done, that's really what I wanted to do is qualify you first and then we can start talking about you know, the land and

Mr. Atalig: So, it's just on the process right now.

Commissioner A. Santos: She's occupying the land right now?

Administrative Director J. Hattig: Not right now, no.

Mr. Atalig: Not right now, no.

Administrative Director J. Hattig: His family did one time.

Mr. Atalig: So, my grandmother died long time ago then, my mother moved up to Dededo.

Administrative Director J. Hattig: So, your mom was the last occupier up there before she moved? No?

Mr. Atalig: It was actually my grandma and right before she died it was my mom.

Administrative Director J. Hattig: Oh.

Chairwoman P. Fejeran: Okay, it sounds like you're, like your just making sure you qualified and then, the Director and the staff will work with you if we need any additional documentation, if we have to research the property, also to make sure, you know, it hasn't already been leased to somebody else and all that, that stuff.

Mr. Atalig: Will I be given another place or...?

Chairwoman P. Fejeran: We'll deal with that when we get there.

Administrative Director J. Hattig: Usually your date and time has to come up and when it comes up, we talk about it.

Chairwoman P. Fejeran: Okay, thank you.

Mr. Atalig: Thank you.

Chairwoman P. Fejeran: Thank you for coming. Okay, was there anybody else for public comment today? Public Comment? No?

Audience member: I didn't sign up for public comment, I was just told to come here.

Administrative Director J. Hattig: Please come up.

Commissioner A. Santos: Come and state your...

Chairwoman P. Fejeran: Sorry, can I have your...I think you're on our agenda. We'll get to your case.

Audience member: Okay, my name is Michael B. Salas.

Administrative Director J. Hattig: Yes, he's here.

Chairwoman P. Fejeran: Oh yes, we have you here, I'm sorry, Mr. Salas.

Mr. Celestial: Chairwoman, I'm here to see what the status is on my lease? Last time I was here it was said that they couldn't do because you have to send it to the Legislature. However, I have seen that they have approved switched leases. I was just wondering what the status is for my wife and I?

Chairwoman P. Fejeran: Well I thank you Mr. Celestial. You know unfortunately we have not been unable to resolve your case and many others like your case. The resolved, we were able to work within the bounds of the current law. But you are still on our list and we are doing a lot of research, outside of the Commission meeting to see how we can work within the current law to address and keep you where you are, you know, since the beginning its been the Commission's goal, mission to not kick you out.

Mr. Celestial: Well I appreciate that because, for the record last time I didn't make any statements I just listened to Mr. Nick here, give his opinion so, for the record I want to say that

I've been for nine years, the Barrigada incident happened last year. Nothing, nobody, what you call that, nobody was sent to jail. You know for that incident and, which is good but, my concern is that, what exactly can happen? What can happen to me today?

Chairwoman P. Fejeran: What was your question?

Mr. Celestial: What can happen in my case to...because the letter that I got, that I received, last time the attorney, Mr. Nick explains that it was my cousin that stood in line in nineteen ninety-five, she stood in line. We didn't cut, and then, all we did was through Joe Borja, he was the Director at the time, he approved our switch from my two thousand one to her nineteen ninety-five. So, for the record she stood in line, all we did was switch dates and then according to the official rules and regulations, we can't do that. But, to my understanding is that my cousin beneficiary was her god..., her grandchildren. In accordance to rules and regulations, it can't be done. So, what I'm asking for is to look into it, since there's no provisions, for that, the board has the authority to go ahead and approve my lease. In accordance to that since there's no beneficiary now and her original intent, was to give me her slot because at that time, she wasn't ready and I was. My wife and I were, and I hope you take that into consideration because there is an avenue to approve my lease. You have the authority to do that and I don't see a delay that should further in my case, that is why I am here today, I just hope and pray that, to approve this guy's lease and \*inaudible. I invite you all to my ranch, really do, come up to my ranch see what my wife and I, my kids have done for the past nine years. You know we really improved it, I've got a, we got ducks and chickens, it's just beautiful I really maintained the area. And, and sometimes when I'm out picking my lemons or something, I says man, it still back in my head it's like I hope they approve this thing because it still a factor, the stress factor is there, so I hope you find it in your hearts to try and alleviate this... I won't say pain, but stress my wife and I have. My wife and I are over sixty years old and still don't need this kind of pressure. I really, I know you guys are working hard trying to satisfy every lease and the people here on Guam, so I'd really appreciate it and just give us a piece of mind for my wife and I and my kids. Thank you.

Chairwoman P. Fejeran: Thank you.

Mr. Celestial: That is all...alright.

Chairwoman P. Fejeran: I appreciate you coming and going on the record to really talk about what you've been going through and how much you've invested in the land. I know that, I know that Director Hattig has been to the property, yeah, and really what you've done to the property is what we hoped all our lessees' can do. Make it a place, yeah.

Mr. Celestial: And just let you know, it wasn't easy. It was really difficult. You know I understand the pain these guys go through just to get water, power, it's very difficult. Me and my wife are both retired and we have to wait every month on a fixed income and buy material, then to find out, wow it's done then told, oh I am sorry your lease has been voided. It's more than heartbreaking. I know you guys are doing the right thing and that's all I wanted to say here today and for the record, please we are still and we appreciate you guys and you're always invited to come out to the ranch, maybe I'll cook a couple of ducks or something.

Chairwoman P. Fejeran: Mr. Celestial I want to assure you that we have not forgotten about you and we're working outside of these meetings so that we can resolve it as quickly as we



can. I'm sure you would know and appreciate whatever we are doing we have to make sure we follow everything...

Mr. Celestial: I'm thankful for that, Chairwoman, because you would do the right thing and come five, ten years and say oh excuse me and...

Chairwoman P. Fejeran: Yes, I do too.

Mr. Celestial: Years later, and...

Chairwoman P. Fejeran: Right!

Mr. Celestial: Hopefully I'd still be alive. Okay, **\*\*speaks in CHamoru\*\*** Thank you for very much.

Chairwoman P. Fejeran: **\*\*responds in CHamoru\*\*** You too.

Commissioner A. Santos: **\*\*responds in CHamoru\*\*** You're welcome.

Chairwoman P. Fejeran: I know the switch and transfer was supposed to be on this month's agenda but because of the executive session we have to post pone it, so can you just make sure we are ready for September.

Administrative Director J. Hattig: Yes ma'am, we'll put it on.

**NEW BUSINESS: COMMERCIAL LEASING – GLOBAL RECYCLING, INC.**

Chairwoman P. Fejeran: Ok, anybody else for Public Comment today, that I missed? No? Ok. Alright, moving on to new business, we have commercial leasing, first is Global Recycling. So, in the new business packets we have a staff report. So, the subject property is Lot number 10122-15 in the municipality of Dededo. It's almost Fifty-three thousand square meters. What is that, like ten acres?

Land Agent J. Casem: What is that?

Chairwoman P. Fejeran: Fifty-two, about fifty-three thousand square meters. Ok, Director do you want to present this case.

Administrative Director J. Hattig: Yes. So, I did an inspection, and we did some research, Mr. Joey Cruz and I. We found in June 2006 an authorization to occupy and proceed with permitting development operation and maintenance of recycling facilities. This was just a memo that was issued by then Director Tom Elliot. In 2011, another document authorizing Global Recycling. To continue to use this lot was made by Director Monte Mafnas at the time and then again on January 6 of 2015, an authorization to occupy memo was issued by then Director Michael Borja. So, in our research there's no commercial lease and license that allows Global Recycling to continue its activities there. So, what we propose, our recommendation issue a sixty or ninety day cease and desist letter to Global Recycling and declare this lot and its associated activity for commercial leasing and licensing pursuant to Public Law 33-95, open it up to competitive process. So, that's our recommendation at this time. We're really not making any money from this property, and we really could be making a lot more than what was agreed upon on these past memos.

Chairwoman P. Fejeran: So, sorry. Are they currently occupying and in operation?

Administrative Director J. Hattig: As I, understand it, they are currently occupying, there's a business there and they are conducting operations.

Chairwoman P. Fejeran: So, dating back to 2006, they were authorized to occupy and operate with no formal agreement, no lease payments...

Administrative Director J. Hattig: No.

Chairwoman P. Fejeran: Nothing?

Commissioner A. Santos: Nothing.

Administrative Director J. Hattig: Nothing.

Chairwoman P. Fejeran: Have you been in contact with the...

Administrative Director J. Hattig: I did meet one time when I did a site inspection of the area. I did meet one time with the owner of Global Recycling.

Chairwoman P. Fejeran: Okay.

Administrative Director J. Hattig: I didn't issue anything yet pending the Board's, you know, we wanted to bring it up the Board's attention and get some direction on how the Board wishes to proceed with this particular property. We did, there are photos, we did take photos, we can also forward those to the Commission of the activities that are located there, and you have in the packet the memorandum that were issued by the previous director. Then you have the map of the area, Chalan Batulo, in Dededo. It's a right after, it's after the encompassing the entire, if I'm reading this correctly, right before the transfer station. The old transfer station, that area there.

Chairwoman P. Fejeran: And how, how was this discovered, did it come up on our...

Administrative Director J. Hattig: Well...

Chairwoman P. Fejeran: How did they...

Administrative Director J. Hattig: Joey, we first had it on our radar I think, I'll verify with Mr. Cruz with the historical data.

Program Coordinator III J. Cruz: My name is Joey Cruz. The reason why the Global Recycling issue came about is because when we conducted the first initial audit for the Trust. We went back and audited all the commercial files, and finding Global Recycling was...

Chairwoman P. Fejeran: Found what?

Program Coordinator III J. Cruz: Didn't have a lease when they were paying.

Chairwoman P. Fejeran: Okay, alright. I'm seeing the most recently letter to Mr. Chu from the Global Recycling Center Incorporated, January 6, 2018 from then Director, Michael Borja. Says the authorization to occupy to proceed the operation of the facility and property shall be deem temporarily and will be superseded by commercial lease agreement upon completion of the commercial lease license rules and regulations. So, it sounds like the, back then we know they didn't have a commercial lease. But then when the rules were drafted, we were supposed to go forward and follow the rules and regs, right.

Program Coordinator II J. Cruz: That's correct.

Chairwoman P. Fejeran: Okay. I don't see, I mean I'm looking at this Arial and the property has been really developed. Right? I don't even see anything in here that says, you know upon termination to occupy they have to return the land back to its original form.

Administrative Director J. Hattig: Right.

Chairwoman P. Fejeran: I'm concerned about that.

Legal Counsel N. Toft: **\*\*in audible\*\***

Chairwoman P. Fejeran: Oh. So, then the initial rules and regs I see that the recommendation from the Director to issue a cease and desist letter. I just wanted to get his **\*inaudible\*** from Legal Counsel. What is our, what are our options in light of Public Law 33-95?

Legal Counsel N. Toft: Well, I agree with the recommendation that we should possibly do the cease and desist to decide whether or not we want to have this enter the commercial portfolio of the CLTC land for leasing or licensing. **\*\*in audible\*\***

Chairwoman P. Fejeran: Ok. Ok.

Legal Counsel N. Toft: The Board may have to decide what it wants to do with this property. It could also be cleaned up eventually. It's in a nice area, it just needs a lot of...cleaning. By the overhead. I think by the fact it is a recycling center it makes things pretty messy right now.

Chairwoman P. Fejeran: Yeah. Okay, well, does the Commission want to issue the, yeah, cease and desist?

Commissioner A. Duenas: Do we know why they kept getting authorization? No lease.

Program Coordinator III J. Cruz: I'm not sure why.

Commissioner A. Duenas: Ok. Kind of strange.

Chairwoman P. Fejeran: It is very...first it was the 2006, so, this was thirteen years using Land Trust property. For nothing.

Commissioner A. Santos: For nothing.

Chairwoman P. Fejeran: It's, I think it's time we put our foot down and say, no we got to do this the right way. Can't use our property.

Commissioner A. Santos: **\*\*inaudible\*\***

Chairwoman P. Fejeran: Yeah.

Legal Counsel N. Toft: But it looks like they, from the 2006 letter that the recycling came to the Trust or came to the commission and asked for a commercial license and at the time said we will just hand you this authority to operate until we get the commercial program up and running, and then nothing ever happened in the next thirteen years.

Chairwoman P. Fejeran: mmm...

Legal Counsel N. Toft: Just slipped through the cracks. **\*\*inaudible\*\***

Chairwoman P. Fejeran: Okay, again my concern is we offer them a cease and desist, and then the Trust gets stuck cleaning.

Legal Counsel N. Toft: I think either way, well there's one way you look at it is if you go through with it and have a provision in the bid that it is an as is condition and or we can put it in the bid.

Chairwoman P. Fejeran: It would require...

Legal Counsel N. Toft: It would require clean up. As part of the bid process.

Chairwoman P. Fejeran: Ok. Can we hold the Global Recycling responsible?

Legal Counsel N. Toft: I don't think so, but the fact that there's no feasible license actually **\*\*inaudible\*\*** contract here

Chairwoman P. Fejeran: Yeah...

Administrative Director J. Hattig: That's the reason why I didn't want to act, not sure whether it's a financial liability.

Chairwoman P. Fejeran: You know it's again and again we have cases brought to the Commission that are years and years ago when things were not done appropriately, and it just causes way more problems cause now we're sitting here with this property. Who is going to clean it up? Never, they paid to make use for the land, but hey.

Commission A. Santos: We have to...

Legal Counsel N. Toft: Almost Twelve...

Chairwoman P. Fejeran: Thirteen acres?

Administrative Director J. Hattig: Is there anything we can do to the interim, to you know speak to Global Recycling, explain our concern about, you know that process and their cooperation.

Commission A. Santos: We can put seven applicants.

Chairwoman P. Fejeran: At least twenty-six?

Legal Counsel N. Toft: I mean what does the Board want to do with this property. That should be a decision.

Administrative Director J. Hattig: Do they want to continue recycling operations in that area? Is that something or if you want to cease that kind of operation.

Chairwoman P. Fejeran: Well I think the first would be to cease and desist for the current occupant. If the Commission would make that motion, then, but then we would have to explore if it's commercial, how would it affect the commercial inventory limits. And then also to declare it commercial. What are we foregoing terms of residential because they've got utilities there?

Legal Counsel N. Toft: Access.

Chairwoman P. Fejeran: Access. So.

Administrative Director J. Hattig: Right next to the golf course.

Legal Counsel N. Toft: **\*\*inaudible\*\***

Chairwoman P. Fejeran: Yeah. Looks mostly graded, already.

Legal Counsel N. Toft: Either way the step would be to issue a cease and desist letter.

Chairwoman P. Fejeran: Yes, agreed.

Legal Counsel N. Toft: Cause whether it's negotiations approval whether it's an eviction and proceed with residential or stick to commercial or, **\*\*inaudible\*\***

Administrative Director J. Hattig: We can provide you with an impact study or report.

Legal Counsel N. Toft: Right.

Chairwoman P. Fejeran: Right.

Administrative Director J. Hattig: What exactly would be both sides of the isle, right? Continue or discontinue? This would give the Board an opportunity to review that impact and then...

Chairwoman P. Fejeran: I'd appreciate that.

Administrative Director J. Hattig: Make a better decision.

Chairwoman P. Fejeran: Yeah, thank you. I'd appreciate that. Be on the hook or cleaning it up.

Administrative Director J. Hattig: Okay.

Commissioner A. Duenas: Motion to issue a cease and desist sixty or ninety day...

Chairwoman P. Fejeran: Maybe ninety.

Commissioner A. Duenas: Issue a ninety day cease and desist letter to Global Recycling for Lot number 10122-13 in the Municipality of Dededo.

Chairwoman P. Fejeran: Ok a motion has been made.

Commissioner A. Santos: I second it.

Chairwoman P. Fejeran: Seconded it by Tan Amanda. Further discussion?

Commissioners: None.

Chairwoman P. Fejeran: Ok, all those in favor?

Commissioners: Aye.

Chairwoman P. Fejeran: Okay the aye's have it. Ok, the Commission will look forward to, I guess what the Director calls like an impact study. Right? If we...

Administrative Director J. Hattig: Impact report.

Chairwoman P. Fejeran: Yeah and I look forward for the future use. I hope in your consideration for residential you also give us how many residential lots we can create there.

Administrative Director J. Hattig: Sure.

**NEW BUSINESS: COMMERCIAL LEASEING – KWIKSPACE GUAM, INC.**

Chairwoman P. Fejeran: Also, what, if this, if this facility is closed and never to reopen, what impact would that have on Guam's recycling efforts? Okay, alright, thank you. Next item on the agenda is Kwikspace Guam.

Administrative Director J. Hattig: I'll have Mr. Cruz present.

Chairwoman P. Fejeran: Thank you.

Program Coordinator III J. Cruz: Kwikspace has been paying the Trust, two thousand, seven hundred annually for some time already. The issue that we're having with is that, because they're paying, they have no lease agreement or any type of document that we can use to substantiate their paying the Trust. So, it's been a, not an audit finding but **\*\*inaudible\*\*** so, in the packet the aerial photo of the area they're utilizing it's a...

Administrative Director J. Hattig: Can you pull up the lot? The Lot is 114A.

Program Coordinator III J. Cruz: 114B.

Administrative Director J. Hattig: Oh B. 114B-2

Land Agent I T. Tainatongo: Can you just speak up a little louder? They can't hear you.

Program Coordinator III J. Cruz: On May 14, 2008, GDEA submitted a letter to CLTC requesting for approval from CLTC a grant of easement to Guam Ancestral Lands Commission. Kwikspace is a lessee of the Guam Ancestral Lands Commission. So, the little portion of property that they use, they use it to park their trucks. It's, the easement would be for a sixty-foot-wide by a one hundred sixty-five-foot-long piece of property at the **\*\*inaudible\*\*** which equals to one hundred eighty-three dollars and ninety-four cents monthly. Or two thousand seven hundred dollars and twenty-eight cents annually, which they have been paying the two thousand seven hundred dollars and twenty-eight cents annually. On June 25, 2008, the Board then approved the request from GEDA. A right of way easement was prepared but not finalized. **\*\*inaudible\*\*** was never signed.

Administrative Director J. Hattig: Do you need the lot number again?

Land Administrator M. Borja: 114-3

Administrative Director J. Hattig: 114-3 B-R

Legal Counsel N. Toft: Just south of that. South east corner.

Administrative Director J. Hattig: So, okay. Try your best to identify the area that we're talking about.

Chairwoman P. Fejeran: So, where is Kwikspace?

Program Coordinator III J. Cruz: To the left of that...

Chairwoman P. Fejeran: That right there? Are they encroaching in our property? In the back?

Program Coordinator III J. Cruz: No.



Chairwoman P. Fejeran: The top?

Administrative Director J. Hattig: Like that whole top there is encroaching. There's the line right there.

Chairwoman P. Fejeran: And that whole thing is Land Trust property?

Program Coordinator III J. Cruz: Yes ma'am.

Chairwoman P. Fejeran: Infrastructure? In a residential area? There's access, I'm sure those have power, right there. Oh, the basketball court is right there? Okay.

Commissioner A. Duenas: Where the river is, a portion of this.

Chairwoman P. Fejeran: It is encroaching. The right a way easement payment they're making.

Program Coordinator III J. Cruz: Yes ma'am. Sixty-foot-wide by a hundred sixty-foot east of our property.

Chairwoman P. Fejeran: I don't see it; I mean it could be...

Program Coordinator III J. Cruz: It could be more.

Chairwoman P. Fejeran: Yeah. But if it's, so for the easement that you have is here 999.7 square meters, you have twenty cents a meter. Which is about six cents a square foot, right? Three feet to a meter. Where on this island you ever get that kind of rates for property?

Legal Counsel N. Toft: Well it's not a rental it's a...

Chairwoman P. Fejeran: So, what's the difference? I don't see a difference.

Legal Counsel N. Toft: We still have control and rights; they just allow the access. It's different from a licensing lease.

Administrative Director J. Hattig: And this is still thirty-three, ninety-five, right?

Chairwoman P. Fejeran: But for all intent and purposes, basically a lease. Calling it a different thing, right?

Legal Counsel N. Toft: A lease implied, exclusively, so, if they had a lease to it, they can prevent from using it as well.

Chairwoman P. Fejeran: But since it's an easement...

Legal Counsel N. Toft: If it's an easement, CLTC maintains control of it. They just have to allow the Kwikspace to **\*\*inaudible\*\***

Chairwoman P. Fejeran: And the portion that I'm seeing on this map in the packet looks like it's all, it still, it's not being used? I don't know it's a, please verify the encroachment. You know I see in the Administrative Director but it's a request from GEDA on behalf of Kwikspace. They mentioned that Guam Public School System has property right by. Can you check that out?

Legal Counsel N. Toft: Just from the south, I think. Rios Middle School. It's a...

Unknown: To the right used to be the old school.

Legal Counsel N. Toft: That's Jose Rios. It looks like based on 2008 a letter for the easement, stated that Kwikspace stated that they wanted access from Marine Corps Drive using their very, very large trucks because of the overhead power lines. So, the suggestion was, and I think the reason is there's a river there.

Chairwoman P. Fejeran: Oh, there's a bridge.

Legal Counsel N. Toft: It's a decent river, it's a small...

Land Agent II J. Bragg: It's like dried up.

Chairwoman P. Fejeran: Oh yeah, I see. Awesome.

Land Administrator M. Borja: It's the houses.

Administrative Director J. Hattig: Is that GSA?

Land Administrator M. Borja: GSA is in the corner.

Legal Counsel N. Toft: GSA is in the lower left corner and that's the fire house right there.

Land Administrator M. Borja: Then the warehouses.

Program Coordinator III J. Cruz: Send Ancestral a letter.

Administrative Director J. Hattig: Yeah.

Legal Counsel N. Toft: They would have to take a look at the property and see if any feasible for the purpose. Make a decision on it and also address the encroachment issue.

Chairwoman P. Fejeran: Yeah. I'd appreciate that and then I guess in your site visit you can report to the Commission why they haven't issued leases there and maybe there are property that were issued leases. Kwikspace is current with their payments?

Program Coordinator III J. Cruz: Yes ma'am.

Chairwoman P. Fejeran: So, we're taking their current payments to mean that they still want to use it?

Program Coordinator III J. Cruz: Yes ma'am.

Chairwoman P. Fejeran: Alright.

Legal Counsel N. Toft: **\*\*inaudible\*\***

Chairwoman P. Fejeran: Yeah, yeah.

Program Coordinator III J. Cruz: We'll verify.

Chairwoman P. Fejeran: So, so, the Commission has not made any decisions on it, we're just asking to, for you guys to do a site visit and report back.

Program Coordinator III J. Cruz: Yes ma'am

Chairwoman P. Fejeran: You know I understand it's \$2,700 a year, which is about six cents a square meter, but it's a tiny little drop in our revenue stream. Again, I think this one of those cases where it came prior to this Commission and I don't think that, I don't think the mission of

the Trust is, I don't know. It's a little frustrating but thank you for bringing it up to us and I hope we can come to a resolution with more information. This has been signed in our audits. Okay, okay, thank you.

Legal Counsel N. Toft: It might not be feasible for anything else. **\*\*inaudible\*\***

Chairwoman P. Fejeran: Yeah.

Administrative Director J. Hattig: I think that's the reason why we haven't issued property in that area because the river, the red line.

Chairwoman P. Fejeran: Oh, I see.

Administrative Director J. Hattig: The "Y", yeah.

Chairwoman P. Fejeran: I see.

Administrative Director J. Hattig: It's been a challenge the area is heavily populated, I mean dense, vegetation is really dense, the river.

Legal Counsel N. Toft: **\*\*inaudible\*\***

Administrative Director J. Hattig: Yeah, the river.

Chairwoman P. Fejeran: Who keeps the property on top of Marine Drive so nice? The Mayor?

Land Agent I T. Tainatongo: The Mayor.

Chairwoman P. Fejeran: The Mayor, like a...

Administrative Director J. Hattig: They're doing some construction on it now, tore up the entire place.

Chairwoman P. Fejeran: Next to the basketball court?

Administrative Director J. Hattig: Oh yeah, they pushed the basketball court, they took it out of the ground. So, I'm wondering why they

Legal Counsel N. Toft: I can't remember if it's there or not, but I know it's **\*\*inaudible\*\***

Administrative Director J. Hattig: Yeah.

Legal Counsel N. Toft: It's further up.

Administrative Director J. Hattig: I'll take a look when we do our site inspection.

Chairwoman P. Fejeran: Next to the basketball court.

Administrative Director J. Hattig: Ok. I know I can't see the church from the road.

**NEW BUSINESS – COMMERCIAL LEASING: REQUEST FROM REMAX**

Chairwoman P. Fejeran: Alright, thank you. Umm...let's see, next under new business is request for easement from Remax. So, in our packet there's a letter, Director will you be presenting this?

Administrative Director J. Hattig: Yes, so, we received a, I'm going to bring it on the google earth, well there...

Legal Counsel N. Toft: It looks a lot clearer on google earth.

Chairwoman P. Fejeran: Oh yeah. It does look clear

Legal Counsel N. Toft: Yeah.

Administrative Director J. Hattig: You guys go ahead and pull up the subject lot for the Remax request.

Chairwoman P. Fejeran: Block 4 Lot 3-3NEW Tract R2? I think the, Lot 7,2.

Administrative Director J. Hattig: So, the May letter request basically access through CHamoru Land Trust Property to get to a private piece of property that is currently leased. Remax is trying to negotiate sale. They met with Land Management and it would involve a lessee, Mrs. McDonald, Remax did attempt to contact Mrs. McDonald and she indicated that she was Land Trust lessee, and so, the request came forward to us if we can grant access to through them. It's a, I believe it's supposed to be granted as an easement so that they can continue to bring infrastructure in because they were going provide for this private property. Like a home development.

Chairwoman P. Fejeran: Ok.

Administrative Director J. Hattig: So.

Chairwoman P. Fejeran: Yeah, can you show us on the map where...

Administrative Director J. Hattig: Yeah, the...

Legal Counsel N. Toft: At the top, that lot just before **\*\*inaudible\*\***

Administrative Director J. Hattig: The river is at.

Legal Counsel N. Toft: Just before it hits the...

Chairwoman P. Fejeran: So, sorry, which one is Land Trust?

Legal Counsel N. Toft: The one near the cursor. That one, right.

Chairwoman P. Fejeran: Okay, that's Land Trust property.

Administrative Director J. Hattig: And the little sliver, is identified to the north of it. That's supposed to be...right there. That, that's supposed to be, yeah. What they're asking for.

Chairwoman P. Fejeran: That is Juan Rivera Road, is the one that comes over? So, that's an existing easement, the one that's in red?

Legal Counsel N. Toft: No red's the river.

Chairwoman P. Fejeran: Oh, red's the

Legal Counsel N. Toft: No, the...

Administrative Director J. Hattig: Oh, the sliver? Yes.

Legal Counsel N. Toft: The top of the red line that goes across.

Administrative Director J. Hattig: No, John there's a green line that goes across. There, yeah, that's pretty much it.

Chairwoman P. Fejeran: And then the property that Remax needs access, that's asking access to Lot 452, that bigger one?

Administrative Director J. Hattig: Correct.

Legal Counsel N. Toft: That one right there.

Chairwoman P. Fejeran: That one. So, the, that, red...easement, that's an existing easement? Is there a road there already? It's not a road?

Legal Counsel N. Toft: No.

Chairwoman P. Fejeran: Okay, so, there would be, they're asking...Is there a road on the bottom?

Land Administrator M. Borja: Yup, that's why we were wondering why they can't just go through existing easement, that's already there. John, highlight it.

Administrative Director J. Hattig: Well it's dedicated as an easement. But there's no, it would, you see why, they would have to build, they would have to connect further, they would have to make it all the way from that point, come in from the road rather than have access that is at bottom.

Chairwoman P. Fejeran: Can you show us?

Administrative Director J. Hattig: That's the reason why they are asking, right.

Chairwoman P. Fejeran: What's that?

Administrative Director J. Hattig: Instead of coming in down here, they would have to, you know, they would have...

Chairwoman P. Fejeran: Yeah, that one. That's not developed either. Okay.

Administrative Director J. Hattig: So, they're coming in around...Where's Juan Rivera? Can you show Juan Rivera? Cause they're coming in, they said that they tried to come in there, but it wasn't feasible.

Land Agent II J. Bragg: It might be a private, the greens are all private.

Administrative Director J. Hattig: Yeah.

Land Agent II J. Bragg: Except they're coming in there coming in private, sorry.

Legal Counsel N. Toft: I think Juan Rivera's the one that comes in through the, near the south end of the top east. Right there.

Administrative Director J. Hattig: So, they're coming in there. That's where, and they were saying that the bottom there's a GHURA, or I believe there's a GHURA housing project it cut off, they cut off and they get through there.

Legal Counsel N. Toft: That's a little further away.

Chairwoman P. Fejeran: So, who, Mrs. McDonald.

Administrative Director J. Hattig: Maria Yatar McDonald

Chairwoman P. Fejeran: Maria Yatar McDonald? Where's her lease? Okay, so she's not the one whole thing? Oh, it is the whole thing? Ok.

Land Administrator M. Borja: So, basically the same situation we did up in Inarajan, remember. We went through Mercy's property to give the private land owner access because his original access what's not **\*\*inaudible\*\***

Chairwoman P. Fejeran: Yeah and in they're letter... Do we have any representative from Remax here?

Administrative Director J. Hattig: Unfortunately, no.

Chairwoman P. Fejeran: Is the property that Mrs. McDonald on is registered?

Legal Counsel N. Toft: No, it's not.

Administrative Director J. Hattig: No, it's unregistered.

Legal Counsel N. Toft: So, the issue with registration. One it shouldn't have been leased out, but as far as easements go, it's not necessarily a problem. Again, easements are not a **\*\*inaudible\*\*** for reasons explained earlier. The thing is doing anything with an unregistered government property is always hesitant to give, because it's always certain and final, like registered property is. The property owner comes in at some point and I found this whole feed that "grandfather owns this land and I'm doing a case to put it under my family's name. If we try and fight it and we lose then maybe forced to **\*\*inaudible\*\*** on the lot during that time. Or at least, then the landowner is the one that has to renegotiate the easement.

Chairwoman P. Fejeran: So, if the Trust wanted to...

Legal Counsel N. Toft: It could, the Trust

Chairwoman P. Fejeran: Create a lease there.

Legal Counsel N. Toft: The person should know that it's unregistered and that there may be potential consequences in result to that.

Administrative Director J. Hattig: So, they were saying the easement that it was cut off and they built already. There you see where the...yeah. That's what cut off his legal access to his property. So, that's why they're seeking to come in at Juan Rivera. Off of Juan Rivera. It's the hundred foot by forty-foot-wide public easement.

Chairwoman P. Fejeran: In their letter they just put that they reviewed all the available easements and they explored all available easements and it was decided that the most feasible would be...

Administrative Director J. Hattig: Right.

Chairwoman P. Fejeran: Through our property. I want to ask them why not the other one down there.



Administrative Director J. Hattig: The person would have to build, it would be a further distance in order to access his property rather than this one, that's why they are going for the one that's...

Legal Counsel N. Toft: I remember they said something about the number of bridges, each bridge that they have to build. Being about a hundred fifty thousand dollars in cost. There's a better easement compared to the other one, there's a lot of...it's kind of a big drop down, topography.

Chairwoman P. Fejeran: Okay.

Legal Counsel N. Toft: On that part. On the north end it's not, it's kind of flat.

Chairwoman P. Fejeran: Okay.

Administrative Director J. Hattig: I believe we had a discussion as to whether we could or could not issue a grant, yeah.

Legal Counsel N. Toft: I think we have the legal ability to do so, but it's the buyer that has the more serious decision to make as to whether it's comfortable it's the governments of this claim to the land.

Chairwoman P. Fejeran: So, the, the, their request is that we give them that small portion connecting the existing, over into his property.

Legal Counsel N. Toft: Not to give it to him, no. Allow them to cross.

Administrative Director J. Hattig: One hundred feet by forty.

Chairwoman P. Fejeran: And in their letter they said...

Legal Counsel N. Toft: It to be deemed public access or utility easement.

Chairwoman P. Fejeran: And he's going to pave and bring in utilities, all the way in there?

Administrative Director J. Hattig: Yes.

Chairwoman P. Fejeran: Is that private property? I heard you mention. So, is there Land Trust property, that one.

Legal Counsel N. Toft: Yes. The big lot to the right. That is the private lot, if you can see...

Chairwoman P. Fejeran: And to the left, is private also?

Land Administrator M. Borja: Possibly.

Administrative Director J. Hattig: What is it three, one? What's the nearest after it? Four seven two, Is CHamoru Land Trust property. Three one nine?

Land Administrator M. Borja: 319 is Pagâchao but...

Administrative Director J. Hattig: Okay, I see it...

Legal Counsel N. Toft: To the right is vertical. Big river valleys.

Chairwoman P. Fejeran: I mean, isn't this similar to the Kwikspace? Right of way easement.

Legal Counsel N. Toft: Right. It would be almost, yeah.

Chairwoman P. Fejeran: And are they willing to pay for it?

Legal Counsel N. Toft: Presumably, I mean they are seeking to open the top side. Seeing whether it's feasible or not.

Administrative Director J. Hattig: Would you like us to come up with...

Chairwoman P. Fejeran: Well I think we need to know, what are we looking at here, and also, they say that Mrs. McDonald is okay with it, but I think we need to reach out to her as well to how that would impact her. And then, sorry, see that connecting to the bottom of that one, where does that go?

Legal Counsel N. Toft: There's a road just left of that, comes off of route two, I think that's the one right about there, yeah and that right a way in between.

Chairwoman P. Fejeran: So, the yellow down there, is that Land Trust?

Land Administrator M. Borja: Yeah.

Administrative Director J. Hattig: Everything in yellow is ours?

Chairwoman P. Fejeran: Everything in yellow.

Administrative Director J. Hattig: There.

Chairwoman P. Fejeran: Hey, looks, but I guess cost effective wise they said the northern easement is better. But the southern easement, if they got paving and utilities in there, they would actually help benefit our lessees.

Administrative Director J. Hattig: Yeah.

Legal Counsel N. Toft: I think there's coming to, pass the Jehovah Witness Church and then there, curls along there for a little way, so, they may have already had it. I'm not a hundred percent sure, that's something to take a look at.

Administrative Director J. Hattig: I'll schedule a site inspection in the area.

Legal Counsel N. Toft: Yeah, see it's paved up to that.

Chairwoman P. Fejeran: I see. Can you follow that up? Yeah, thanks.

Legal Counsel N. Toft: So, it does go into Mrs. McDonald.

Chairwoman P. Fejeran: Okay, so that...what look like Mrs. McDonald.

Administrative Director J. Hattig: Okay. Yes ma'am.

Chairwoman P. Fejeran: Also, since she's leasing unregistered property, I think we need to address that as well.

Administrative Director J. Hattig: I believe 472 wasn't in our list, right?

Legal Counsel N. Toft: I'm not too sure, we have a lot of unregistered properties

Administrative Director J. Hattig: Currently 472 wasn't...

Chairwoman P. Fejeran: One of the priorities. Yeah, because it's just the ones...

Administrative Director J. Hattig: Maybe in 2020.

Legal Counsel N. Toft: **\*\*inaudible\*\***

Chairwoman P. Fejeran: Impactable. Ok.

Administrative Director J. Hattig: Okay, so, we'll have information for the next meeting.

**NEW BUSINESS: CONSTITUENT MATTERS**

**Christine Diane Roberto**

Chairwoman P. Fejeran: Thank you. Alright, moving on our agenda, constituent matters. The first in our packet is for Christine Diane Roberto. Do we have a Land Agent? Do we have a list of who is here so we can jump to them?

Land Agent II J. Bragg: Mr. Salas **\*\*inaudible\*\***

Chairwoman P. Fejeran: Okay. Mr. Michael Beven Salas please. Okay, in our packets we have a staff report. So, Mr. Salas location is at Tract 9210, Block 24, Lot 4 in Yigo. It is a residential lease, surveyed, okay, so...hi, Hafa Adai sir.

Mr. Salas: Hafa Adai.

Chairwoman P. Fejeran: Hi, if you can state your name for the record.

Mr. Salas: Michael B. Salas.

Chairwoman P. Fejeran: Michael B. Salas, okay. Jhoana if you could just present.

Land Agent II J. Bragg: Yes. We have Mr. Michael Beven Salas before you today, coming before the Board. Mr. Salas did go into a lease agreement in 2003. However, he was unable to sign the lease, he did survey the property, and that is done under the Duenas and Associates with 196FY2003. So, he is here today requesting for a reprint of the residential lease so that Mr. Salas can go ahead and move forward and sign on his part.

Chairwoman P. Fejeran: Oh.

Land Agent II J. Bragg: Yeah, he was unable to sign it back then for whatever reason.

Mr. Salas: **\*\*Inaudible\*\*** while I was on extended leave, my family had to move me out of the way. So, I had the original lease, it got lost when they packed me up. When I came back, Mr. Quan gave me the lease I just didn't have time to...

Chairwoman P. Fejeran: To come in and execute it. So, so, it's an unexecuted lease?

Land Agent II J. Bragg: He hadn't signed it. The property has been surveyed at his expense.

Chairwoman P. Fejeran: Okay, are you currently occupying? Or are you...

Mr. Salas: I don't have access to it.

Chairwoman P. Fejeran: Oh.

Mr. Salas: I know exactly where it's at, I was there with the surveyor.

Chairwoman P. Fejeran: Survey, okay. Okay, so, I guess...we wouldn't back date it, right? It wouldn't be a reprint; it would be issuing the new lease.

Land Agent II J. Bragg: Yes.

Chairwoman P. Fejeran: For today's date. Ok.

Mr. Salas: I also have a question.

Chairwoman P. Fejeran: Sure

Mr. Salas: What I was told, see where the corner, there's supposed to be access there? Through there **\*\*inaudible\*\***

Administrative Director J. Hattig: What we're doing sir, we are working on a case by case basis with DPW to try and get these easements, there are environmental requirements for opening of a new easement. That they have to...

Mr. Salas: Creating.

Administrative Director J. Hattig: We have to follow. We are really trying but we have taken into consideration everything when we do issue a lease and start making the contacts now DPW so they can start surveying the area, we're looking at in at least to see what they can do. To see if they can try to open it, so, and you have my commitment to working with DPW to this respect.

Mr. Salas: There's power and water there, it's just...

Administrative Director J. Hattig: Right

Mr. Salas: There's no access.

Administrative Director J. Hattig: Right.

Chairwoman P. Fejeran: There's power and water?

Mr. Salas: Yes.

Chairwoman P. Fejeran: Wow, that's wonderful.

Commissioner A. Santos: Very fortunate.

Chairwoman P. Fejeran: Very fortunate.

Mr. Salas: Well on that road, that one road with that block on it, there's power and water,

Chairwoman P. Fejeran: Yeah okay.

Mr. Salas: Just no access.

Chairwoman P. Fejeran: And the property that's in the front, that's already leased out?

Mr. Salas: Yes.

Chairwoman P. Fejeran: Okay.

Mr. Salas: The property fronting going to my property, there, that was originally that was mine. My other half's property but she switched properties. So...I wasn't in time to...

Chairwoman P. Fejeran: To get that one.

Mr. Salas: Yeah.

Chairwoman P. Fejeran: So, that one has already been leased to somebody else?

Mr. Salas: Yes

Chairwoman P. Fejeran: Okay, do we have Mr. Salas's folder? Thank you. That was Quan? Quan our employee?

Mr. Salas: Yes, Alan Quan.

Chairwoman P. Fejeran: And you're a nineteen ninety-five applicant?

Mr. Salas: I was 233

Chairwoman P. Fejeran: 296 actually.

Commissioner A. Santos: How come he didn't sign the lease?

Chairwoman P. Fejeran: Because he had to go off-island. Was...I just want to see the lease first. Okay, so the Director did sign at the time. Just wasn't executed on your part. But you did, invested in a survey.

Mr. Salas: I had both those properties.

Chairwoman P. Fejeran: Oh, I see. And does that property still have Mr. Salas's name on it? It was basically reserved for him.

Land Agent II J. Bragg: Yes.

Commissioner A. Santos: Is he ready to build?

Chairwoman P. Fejeran: Are you ready to build?

Mr. Salas: I will put something on it.

Chairwoman P. Fejeran: Okay. Any questions or...

Commissioner A. Duenas: He already invested in it.

Chairwoman P. Fejeran: Okay.

Commissioner A. Duenas: Do we know if anyone else has interest in this property?

Administrative Director J. Hattig: The subject property?

Chairwoman P. Fejeran: No, I think it sounds like ever since 2003 he had...

Administrative Director J. Hattig: Because it was already reserved for him.

Chairwoman P. Fejeran: Yeah.

Administrative Director J. Hattig: We didn't make any other commitments, yeah on it.

Commissioner A. Duenas: Ok.

Commissioner A. Santos: Six years, right.

Commissioner A. Duenas: So, we would be issuing a new lease?

Legal counsel N. Toft: Yeah.

Commissioner A. Duenas: Okay. A motion to issue a lease to Mr. Michael Bevin Salas for Tract 9210, block 24, lot 4, in Yigo for Residential property.

Commissioner A. Santos: I second it.

Chairwoman P. Fejeran: A motion made and seconded it. Just for clarification this is for a half acre or less. Property, right?

Commissioner A. Santos: Hurry so he can start building.

Chairwoman P. Fejeran: Okay, further discussion?

Commissioners: None.

Chairwoman P. Fejeran: All those in favor?

Commissioners: Aye.

Chairwoman P. Fejeran: Okay, the aye's have it. Motion passes, so...

Administrative Director J. Hattig: Thank you Mr. Salas

Mr. Salas: Thank you.

Chairwoman P. Fejeran: Yes, thank you for coming...

Mr. Salas: Thank you very much everybody.

Chairwoman P. Fejeran: Thank you, you too.

Administrative Director J. Hattig: Madam Chair, I just want to make some comments at this time. If we are going to adjudicate the other two that are here, then, take a small break, before the next portion.

**John Taimanglo Palomo**

Chairwoman P. Fejeran: Okay, this is for a residential lease. Lot 10141-1-1-2, Dededo. John Taimanglo Palomo, December 7, 1995 applicant.

Land Agent II J. Bragg: So, Madam Chair, before you we have Ms. Maria Cruz Palomo, she is coming in requesting to add her son to the current lease, due to there is currently a Guam Housing loan on the property. They do have a house there and they have inquired with Guam Housing, refinance of her home. Also, before proceeding to refinance with Guam Housing, Guam Housing is requiring that the son be added to the residential lease. There is a letter in here from the son, and Ms. Maria's current situation, you know, that he be added so they will go ahead and refinance their current Guam Housing loan.

Chairwoman P. Fejeran: Okay, Hafa Adai Ms. Palomo can you state your name for the record.



Ms. Palomo: Maria Cruz Palomo.

Chairwoman P. Fejeran: Thank you for today, okay, I do see the affidavit from yourself and your son. I know in past years the Commission was putting multiple names on leases, I know like spouses, married couples' names on one lease, but it's been common practice to only have one name on the lease, in recent, at least in my tenure here. Legal Counsel, can you talk us through this?

Legal Counsel N. Toft: Well the primary reason we were limiting it to one person is the beneficiary take over issue. To have two people on a lease can be unclear. If one dies or both, there are all sorts of potential complications. So, maybe if...

Land Agent II J. Bragg: Currently the Beneficiary is the son...

Legal Counsel N. Toft: Is Ronald?

Land Agent II J. Bragg: Yeah.

Chairwoman P. Fejeran: Oh, it's the same son?

Legal Counsel N. Toft: Roland, I mean.

Chairwoman P. Fejeran: Roland, ok.

Legal Counsel N. Toft: So, it may be best to, if we are going to add him to the lease then to have him also fill out a beneficiary form as well. So, that we clear up any potential problems in case there are circumstances.

Chairwoman P. Fejeran: So, since she already designated him as the beneficiary, and then he's added to the lease, he would designate his own beneficiary?

Legal Counsel N. Toft: Right, because it, you know.

Chairwoman P. Fejeran: Oh, I see. If he passes away, she's still on lease, but...

Legal Counsel N. Toft: Prior to, yeah.

Chairwoman P. Fejeran: He's beneficiary will now be on the lease? Is that what you mean?

Legal Counsel N. Toft: that would be something we want to clarify with her at the time of his passing if he dies before she does. They would want to contact her immediately and ask her if she would want to designate a beneficiary or, you know this is...the problem is the matter as far as the descendant's rights, so, it would be dependent on CLTC to recognize when that happens and act immediately to you know eliminate the loophole. That would occur in that instance.

Administrative Director J. Hattig: We can provide a, the agency could provide what steps to take in this situation when another lease is added to the SOP, to further mitigate what you're saying, so. But the agency can, because other than her coming forward how would we know of any death, right? So, we can give them instructions ahead of time, you know, if it should happen, we have it on record, that, you know, they should be contact.

Legal Counsel N. Toft: That would be fine.

Chairwoman P. Fejeran: That would be fine? Okay, I know this would set precedence for future lessees, want to add people.

Legal Counsel N. Toft: I think it would be a case by case basis.

Administrative Director J. Hattig: Yeah. I believe with the Legal Counsel that we should do it on a case by case basis.

Chairwoman P. Fejeran: I agree.

Legal Counsel N. Toft: There are reasons like they can't get along, you know some sort of \*inaudible\* circumstances out there.

Chairwoman P. Fejeran: Okay...Okay, so, as it sounds her son is the beneficiary to the lease and she wants to add him to the lease so they can refinance her loan, home loan.

Administrative Director J. Hattig: They still have the follow-on action, they still have to bring the financing to us for a guarantee that portion, so that's something apart of the follow-on action.

Chairwoman P. Fejeran: Okay.

Land Agent II J. Bragg: They're aware, they're were here at the last Board meeting just to get a feel of how things go, but they're aware. Also go through Guam Housing get the proper, you know, information, and they do know if they get approved then he would have to come do his paper works and so forth.

Chairwoman P. Fejeran: Okay.

Commissioner A. Duenas: Motion to add Ronald A. Cruz to...

Legal Counsel N. Toft: Roland.

Commissioner A. Duenas: I'm sorry Roland, Roland A. Cruz to the residential addendum lease of Maria C. Palomo for Lot 10141-1-2.

Commissioner A. Santos: I second it.

Chairwoman P. Fejeran: Okay, motion made and seconded. Discussion, I just want to put further that this is for the special circumstances for the purpose of Ms. Maria Cruz Palomo to refinance. Okay, any further discussion?

Commissioners: No

Chairwoman P. Fejeran: None? Okay, all those in favor?

Commissioners: Aye.

Chairwoman P. Fejeran: Aye's have it, so, motion passes.

Ms. Palomo: Thank you.

Chairwoman P. Fejeran: Thank you Jhoana will work with to get him added to the lease and then you can move forward with Guam Housing.

Ms. Palomo: Okay.

Chairwoman P. Fejeran: Okay. Thank you for coming.

Ms. Palomo: Thank you.

Administrative Director: Madam Chair, we have one final request. A person that 's on the lease but is unable to make but they have a **\*\*inaudible\*\*** he would appreciate it if you can hear his case.

Chairwoman P. Fejeran: Okay.

**Donny J. Tainatongo**

Administrative Director J. Hattig: It's the matter of Donny J. Tainatongo

Land Agent II J. Bragg: So, the case of Mr. Donny J. Tainatongo, he was actually, or his wife was pre-moratorium, but he just wants a reversion back to him.

Chairwoman P. Fejeran: Pre-moratorium or switch?

Land Agent II J. Bragg: Well it was a pre-moratorium but because of the action itself we did advise him that it had to be reverting because it was not an applicable you know; it was a switch. So, before there was no issuance of lease

Chairwoman P. Fejeran: Oh, so...

Land Agent II J. Bragg: Yeah. So, he's now, he's the actually original applicant.

Chairwoman P. Fejeran: Okay.

Land Agent II J. Bragg: So, number one he is requesting he's an original residential applicant; however, he does own property, his request is to change from residential to agriculture and an issuance of an agricultural lease. His property was surveyed, and he did a retracement. In the back you will see the map that was done by Mr. Raymond A. Cruz for Lot 505 Merizo under 192FY2012 and has been recorded with Land Management under 843671. So, requesting for a change of application type and agricultural lease, given that it does get approved.

Chairwoman P. Fejeran: So, was he issued a survey authorization?

Land Agent II J. Bragg: Yes.

Chairwoman P. Fejeran: So...

Land Agent II J. Bragg: Prior to...

Chairwoman P. Fejeran: Okay, so then he invested in the survey, got it done but that was when it was under his wife, I guess.

Land Agent II J. Bragg: Yes, because he owned residential, you know the, you know, the transfer to the wife because he owns property. But because that action is actually not applicable to the law, we advised him to switch back to become the original applicant so, it has been reverted it was at the last meeting, the board approved the reversion to go back.

Chairwoman P. Fejeran: Okay. But when we first identified this property it was for residential.

Land Agent II J. Bragg: There's residential to an agricultural in the area.

Chairwoman P. Fejeran: Can we see?

Legal counsel N. Toft: \*\* Inaudible\*\*

Land Agent II J. Bragg: It's right there in the back, that one big lot, one single house, all the way up north. To the left, left. Left, left. Right there! One big...next door.

Chairwoman P. Fejeran: That one. Oh no, it's at the corner. Yes. Okay, is Mr. Tainatongo a farmer? Cause this is going to be an agriculture.

Land Agent II J. Bragg: No

Chairwoman P. Fejeran: Does he have a farm plan?

Land Agent II J. Bragg: No not at time.

Commissioner A. Santos: He just switched.

Land Agent II J. Bragg: If he is able to retain a residential, because he is originally a residential applicant, he did ask if that could be possible. So, I advised him that we will request from the Board, but given that he does own a home, that's the reason of being he is requesting to switch over to agriculture.

Chairwoman P. Fejeran: Yeah, for residential, he is priority two so, but it has been a work around those whose date and time is up, they are priority two residential they can make a request to switch to agriculture. When was this property...

Commissioner A. Santos: Recently.

Chairwoman P. Fejeran: I guess not surveyed but, was there a Notice of Intent to Award? That said, hey we got a property for you.

Land Agent II J. Bragg: No, he was one of the December applicants that came in and we were working with him for quite some time.

Chairwoman P. Fejeran: To Identify a property?

Land Agent II J. Bragg: Yeah. So, there were other properties that were presented to him, but I believe because he had a preference for the south, he is from the south, so this is one of the properties that did find within our inventory.

Chairwoman P. Fejeran: Okay. I see it's a several years in the making. I mean we don't, we don't have, it's been a common practice to allow changes in application types, right? It's not disallowed by the law, right there's...

Administrative Director J. Hattig: I don't see anything.

Chairwoman P. Fejeran: Allow it.

Administrative Director J. Hattig: Allows it.

Chairwoman P. Fejeran: Well, what does the Commission want to do? I mean he has invested in the property, you may, he's a December 4<sup>th</sup>, 1995 applicant,

Commissioner A. Duenas: So, roughly we are just changing the applicant type?

Chairwoman P. Fejeran: Do we approve the switch? We have to approve the switch by a motion.

Legal Counsel N. Toft: I don't think you have to approve the switch by motion if you just approve the agricultural lease issuance.

Commissioner A. Santos: Go ahead and approve it.

Chairwoman P. Fejeran: Do you want to make the motion, Tan Amanda?

Commissioner A. Santos: No, he mastered.

Chairwoman P. Fejeran: Okay.

Commissioner A. Duenas: Motion to approve agriculture, agricultural lease for Mr. Donny J. Tainatongo, for lot 505...

Land Agent II J. Bragg: Merizo.

Commissioner A. Santos: I second it.

Chairwoman P. Fejeran: Motion made and seconded it to approve the agricultural lease. Further discussion?

Commissioners: None.

Chairwoman P. Fejeran: None.

Commissioner A. Duenas: \*\*inaudible\*\*

Chairwoman P. Fejeran: Yeah.

Administrative Director J. Hattig: \*\*inaudible\*\*

Commissioner A. Duenas: Okay.

Chairwoman P. Fejeran: And are the utilities within a hundred feet?

Land Agent II J. Bragg: Yes, the house right next, yeah is one of the subdivision areas that I believe was one of the land for the landless area but some of the properties were returned back then. Not part of this current one.

Chairwoman P. Fejeran: Okay, so, the discussion is that we need to some real follow up in compliance. Just a moment, so.

Land Agent II J. Bragg: We will go ahead and request for a farm plan prior to us issuing the lease so that at least it is in the file. Farm plan, I'll explain it to him.

Chairwoman P. Fejeran: Okay, and also, we can put it on our radar that in a year, we go out and do a site visit to make sure that he's following terms of the lease.

Administrative Director J. Hattig: Ma'am I do realize we are up, the time right now.

Chairwoman P. Fejeran: Yes.

Administrative Director J. Hattig: We do have one additional person that did show up, so.

Chairwoman P. Fejeran: Okay, yes please. I'd like to...

**AUGUST CHRISTOPHER GUERRERO**

Land Agent II J. Bragg: Mr. August Guerrero.

Land Agent I T. Tainatongo: I'm sorry, a motion hasn't passed yet. You didn't say all in...

Chairwoman P. Fejeran: I think we...

Administrative Director J. Hattig: Yes, yes, I wrote it down.

Chairwoman P. Fejeran: The aye's have it.

Administrative Director J. Hattig: The aye's have it.

Land Agent I T. Tainatongo: Did you?

Chairwoman P. Fejeran: Okay, I got it.

Land Agent I T. Tainatongo: I only got the discussion.

Chairwoman P. Fejeran: Okay, August Christopher Guerrero. Hafa Adai, so...Okay we the case, Mr. August Christopher Guerrero. This is tract 15213 Block 5 Lot 5-2-07 in Mangilao. Okay, Hafa Adai hi Mr. Guerrero, I remember you did visit us this year?

Mr. Guerrero: Yeah.

Chairwoman P. Fejeran: For one of the, John, can you?

Land Agent I J. Gumataotao: So, I think he personally took place of previous occupant or occupant, but they were granted Lot number 5-2 and 5-1 was granted to another part of the Feha family, mainly Valerie and a Michael.

Chairwoman P. Fejeran: Okay.

Land Agent I J. Gumataotao: Valerie was relocated from 5-1, and Mr. Guerrero is going to assume or try and get a lease for 5-2, under the pre-occupancy status. And you take a look at the staff report I included photos, GPS of Mr. Guerrero's claim that he was preoccupying.

Chairwoman P. Fejeran: So, 5-2 is currently not leased out?

Land Agent I J. Gumataotao: No.

Chairwoman P. Fejeran: And that's the property that he is requesting?

Land Agent II J. Bragg: Previously when the family came in, they were requesting for Valerie to be on, so it would be Valerie on 5-1, and then there was a Michael Arriola on 5-2, and through the findings after, we found that Mr. Guerrero was actually on 5-2. So, we would put Valerie out, and put him on the 18, because that lot became available, and move Mr. Arriola up to 5-1.

Chairwoman P. Fejeran: Okay.

Land Agent II J. Bragg: So, we didn't see Mr. August there, so he was no where at the time and after the fact that we went out we found that he was on 5-2. So, everyone kind of like moves out where they were.



Chairwoman P. Fejeran: And so those were the moving of Valerie and Michael already approve to get a lease at the board level?

Land Agent II J. Bragg: Just Valerie. Here we're going to present the 5-2 under Mr. Guerrero and Mr. Arriola on 5-1.

Chairwoman P. Fejeran: \*\*inaudible\*\*

Land Agent II J. Bragg: Yes. The Michael Arriola \*\*inaudible\*\*

Chairwoman P. Fejeran: Oh, so we are looking at this at a one case.

Land Agent II J. Bragg: Yes

Chairwoman P. Fejeran: Two parties involved, okay, and is Mr. Arriola here?

Land Agent II J. Bragg: We did call yesterday, but I don't see him here.

Chairwoman P. Fejeran: Mr. Arriola agreed to be moved to the Lot 5-1?

Land Agent II J. Bragg: Yes. He understands as well.

Chairwoman P. Fejeran: Okay, and you don't currently own property? Do you own any property?

Mr. Guerrero: Yes.

Chairwoman P. Fejeran: Do you own property?

Mr. Guerrero: Yes, up in Yigo. I didn't own.

Chairwoman P. Fejeran: You're living there right now.

Mr. Guerrero: Yes.

Chairwoman P. Fejeran: Okay, so, Legal Counsel, I remember the Feha family, big family. Big part of the...big property. And we found that the Fehas were pre-occupier status. So, his application date and time is basically irreverent?

Legal Counsel N. Toft: Yeah.

Chairwoman P. Fejeran: Also, his priority status as a landowner?

Legal Counsel N. Toft: Yes, because the pre-occupier part of the rules and regs doesn't take priority into account.

Chairwoman P. Fejeran: Okay. So, if his status as a pre-occupier, has the place been surveyed yet? And are you prepared to survey?

Mr. Guerrero: Once you say go.

Chairwoman P. Fejeran: Okay.

Commissioner A. Santos: Is that under residential?

Chairwoman P. Fejeran: Yes, and then Michael Arriola, he is married to a Feha descendant.

Commissioner A. Duenas: Motion to relocate Mr. Michael Arriola from Lot 5-2 Block 9, tract 5213 Mangilao to lot 5-4, Block 9, Tract 5213 Mangilao.

Chairwoman P. Fejeran: Motion has been made...

Commissioner A. Santos: I second it.

Chairwoman P. Fejeran: and seconded it.

Land Agent II J. Bragg: And an issuance of a lease.

Chairwoman P. Fejeran: Oh, for the relocation that would be an issuance of a new lease. Sorry.

Commissioner A. Duenas: Is that for Mr. Arriola?

Land Agent II J. Bragg: So, it's actually an issuance request. An issuance of a lease.

Commissioner A. Duenas: Okay.

Chairwoman P. Fejeran: So, Mr. Arriola was never issued a lease for 5-2?

Land Agent II J. Bragg: No.

Chairwoman P. Fejeran: Oh okay, I see so it wouldn't...

Land Agent II J. Bragg: **\*\*inaudible\*\***

Commissioner A. Duenas: So, are we just relocating?

Land Agent II J. Bragg: Well, we are issuing the lease.

Commissioner A. Duenas: Okay.

Chairwoman P. Fejeran: You like to...

Commissioner A. Duenas: Okay. Amend my motion?

Chairwoman P. Fejeran: Withdraw. Just withdraw.

Commissioner A. Duenas: Yeah, I will withdraw my motion. So, motion to issue lease to Mr. Michael Arriola for Lot 5-1 Block 9 Tract 5213 Mangilao.

Commissioner A. Santos: I second it.

Chairwoman P. Fejeran: Okay, motion made and seconded it. Further discussion?

Commissioners: None

Chairwoman P. Fejeran: I just want to reiterate that we received verbal confirmation that Mr. Arriola is okay with this new location.

Land Agent II J. Bragg: He has actually come in **\*\*inaudible\*\*** then he would be on the Agenda.

Chairwoman P. Fejeran: Alright, further discussion?

Commissioners: None.

Chairwoman P. Fejeran: All those in favor?

Commissioners: Aye.

Chairwoman P. Fejeran: Okay, motion passes.

Commissioner A. Duenas: And then motion to approve a lease to August C. Guerrero for, sorry, Lot 5-2, Block 9, Tract 51213 Mangilao.

Commissioner A. Santos: I second

Chairwoman P. Fejeran: Motion made and seconded it. Further discussion?

Commissioners: None.

Chairwoman P. Fejeran: Okay, all those in favor?

Commissioners: Aye.

Chairwoman P. Fejeran: Motion passes. Okay, so, I hope this is the last of all the beautiful intriguing Feha cases that we deal with.

Mr. Guerrero: **\*\*inaudible\*\***

Chairwoman P. Fejeran: Okay.

Mr. Guerrero: **\*\*inaudible\*\*** Thank you very much.

Chairwoman P. Fejeran: Okay.

Land Agent I J. Gumataotao: I have a question regarding the do you recall the brother Ken Guerrero was listed here on public comment and he ask that he be put on the agenda and it is for his son. Unfortunately, Ken wasn't able to make it to today's meeting but he was aware and we were trying to the place the son Gabriel under lot number 5-3. Which...

Land Agent II J. Bragg: 5-R2.

Land Agent I J. Gumataotao: I'm sorry R2, which on the Aerial is actually a residence. There are actually two homes and attached by roof and the claim would be for the left side of August.

Chairwoman P. Fejeran: Okay, we'll bring it to the Commission when it's ready. Okay, thank you. I'm sorry we are a bit over I think I would like to table. And Tan Amanda just went to the restroom. Yeah, can we take a five-minute recess?

Recess

Chairwoman P. Fejeran: Okay, I would like to call this Land Trust Commission meeting back to order. Before we move on to the next item on the Agenda, I'd like to reopen our public comment section for an individual that has made it here and I would like to afford him the opportunity to address the Commission. Is that okay with my Commission?

**PUBLIC COMMENT:**

Commissioners: Yes.

Chairwoman P. Fejeran: Thank you. Hi sir, please come forward. Hafa Adai sir. Welcome, please state your name for the record.

Mr. Borja: My name is McCarthy J. Borja.

Chairwoman P. Fejeran: McCarthy J. Borja. Hafa Adai and how can we help you, Mr. Borja.

Mr. Borja: I don't know how your procedure goes but I was texted by my sister off-island, she has my phone. I have been living here since 93, but my application is 03. I guess they, I'm in the wrong lot.

Chairwoman P. Fejeran: Oh no.

Mr. Borja: Yeah, so, the field agents came and showed me where I'm at, so what I'm trying for is like two acres I'm gonna **\*\*inaudible\*\*** residential will be fine. So, that's what I'm applying for. What held me back was **\*\*inaudible\*\*** which I have proof.

Chairwoman P. Fejeran: Okay.

Mr. Borja: **\*\*inaudible\*\***

Chairwoman P. Fejeran: Okay, and you been working with Mr. Glenn Eay?

Mr. Borja: Yes, just recently.

Chairwoman P. Fejeran: Okay. Glenn's not here. Oh, there you are. Hi, can you just fill us in on Mr. Borja's case.

Land Agent II G. Eay: Well, basically, I went out there because there was somebody squatting, within his, supposedly his property. So, that's when I met him a couple of weeks ago. The first time, I was just there.

Mr. Borja: I called him

Chairwoman P. Fejeran: Oh, you called him.

Land Agent II G. Eay: Yeah, he called me and so, when I initially went there, I saw his wooden structures, newly built, he put a lot of money in it and all the frame work and sides the roofing and sidings, and stuff like that. So, I waited for the individual to come in to see if I could talk to them, so, I stayed about thirty minutes, then I left. An hour later the sister calls from back there, so, I went and I asked them, I says, I identified myself and everything, and after they says, the mother had a LUP, but they vacated in the early nineties, and, so, today she still claims that's the rightful place and her mom wrote a letter that is, she is giving her authority to occupy the lot place where they were land use permit. But...

Chairwoman P. Fejeran: Okay, this is a third party.

Land Agent II G. Eay: So, I did my field work and my GPS and everything, now what Mr. Borja's claim is that he had two acres but that was back then and now it's subdivided. So, everybody's properties have half acre property. So, that's why he's probably here today to ask two acres before he may have had it but before there was issues regarding his.

Mr. Borja: No, I'm not asking two acres.

Land Agent II G. Eay: Not even agriculture

Mr. Borja: Just residential.

Land Agent II G. Eay: Right.

Mr. Borja: **\*\*inaudible\*\***

Chairwoman P. Fejeran: So, you don't...Does he have a lease, currently?

Land Agent II G. Eay: No, he doesn't.

Chairwoman P. Fejeran: Okay, but you are occupying.

Mr. Borja: Right.

Commissioner A. Santos: He's a pre-occupier.

Land Agent II G. Eay: So, he's here today, he told me he had proof that he qualified for the property, so I said great, come down to our office and visit us and we can take a look at your documents.

Chairwoman P. Fejeran: Okay.

Land Agent II G. Eay: Let's qualify you.

Mr. Borja: I'm trying but it's pretty hard to move **\*\*inaudible\*\***

Chairwoman P. Fejeran: Okay.

Land Agent II G. Eay: So, this is why he's here today, I guess.

Chairwoman P. Fejeran: Okay.

Commissioner A. Santos: He's applying for a lease?

Land Agent II G. Eay: Yeah. That's why I asked him to come down and see but I guess he skipped all that to go before the Board. I said it's fine, you know. Let's do that.

Mr. Borja: I'm sorry for **\*\*inaudible\*\***

Land Agent II G. Eay: No, no.

Chairwoman P. Fejeran: Not at all, we, I'm glad you're here. I imagined it took a long effort to get here and we want to afford you the opportunity to be heard. And I recommend that you continue working with Glenn, you go through the process, so, we can resolve it and get you a lease if it works out. If you're unable to attend, yourself, there's a way can, I guess give power of attorney to a relative that you trust, that you come and pick up documents for you, or...

Mr. Borja: Yeah, I will that to my sister.

Chairwoman P. Fejeran: Oh, okay. Oh okay, **\*\*inaudible\*\*** is your sister?

Mr. Borja: Yeah.

Chairwoman P. Fejeran: Yeah, so...

Land Agent II G. Eay: She called me about ten o'clock this morning, off-island, so, she just left last week.

Mr. Borja: Yes.

Land Agent II G. Eay: And she says my brother might be coming in, I said ok, one o'clock. When she called me up, I said I'm not sure but...he's here, I'm glad.

Chairwoman P. Fejeran: I'm glad. You're living on the property.

Mr. Borja: I have plants

Chairwoman P. Fejeran: Plants.

Mr. Borja: I'm farming.

Chairwoman P. Fejeran: Oh okay.

Land Agent II G. Eay: He lived there over thirty years.

Chairwoman P. Fejeran: Oh wow, that's great. We want to make sure we have all the right documents in, so that we can reach that issuance of the lease.

Mr. Borja: Yes, thank you very much.

Chairwoman P. Fejeran: Yes, okay. Thank you, Mr. Borja. Thank you, sir. Alright, so, this, did that conclude our regular meeting for August 15, yes. Can I have a motion to adjourn?

Commissioner A. Duenas: Motion to adjourn.

Chairwoman P. Fejeran: Motion to adjourn. This regular meeting is now adjourned.



**CHamoru Land Trust Commission**  
**Board of Commissioners Meeting**  
**Staff Report**

**DONNY JAY TAINATONGO**

**1. FACTS**

- a. Location: Lot 505-15 Merizo
- b. Lot Size/Lease Type: 1,244± square meters - Residential
- c. Lease Instrument Number and Signing Date: N/A
- d. Surveyed: Yes, Retracement Survey completed by PLS 73
- e. Complaint/Issue: Request for 1) Change of Application Type from Residential to Agriculture and 2) Agricultural Lease Issuance

**2. CHRONOLOGICAL FACTS**

- a. Pre-occupier: No
- b. Priority: 2
- c. Applicant's Date and Time: December 4, 1995 at 8:02AM
- d. Application Number: 607
- e. June 6, 2019 – Board approval to revert application rights back to Donny Jay Tainatongo

**3. FINDINGS**

- Lot 505-15 Merizo has been surveyed under 192FY2012, recorded under Map Doc. No. 843671
- Retracement Survey Sketch Plat for Lot 505-15 Merizo completed by Raymond Cruz, PLS 73 on May 21, 2018 and submitted to CLTC Office for file

**4. FOLLOW-ON ACTION**

- Contact applicant based on Board's Decision
- Lease Issuance under Donny Jay Tainatongo for Lot 505-15 Merizo

# CHAMORU LAND TRUST COMMISSION

## AGENCY

## STANDARD OPERATING PROCEDURE

The process from application to administration of an Agricultural or Residential Lease Agreement

SOP Number: 2020-001

Approval Date: 16 Jan 2020

Effective Date: 1 February 2020

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## **OVERVIEW**

*The governing authorities for this Standard Operating Procedure are: 1) P.L. 12-226, 2) P.L. 23-38, and 3) Chapter 75 of the Guam Code Annotated. The primary responsibilities of The CHamoru Land Trust Commission is to serve its eligible applicants and to manage its extensive land inventory.*

By introducing equitable and systematic due-process for CHamoru Land Trust applicants, the following Operational Procedures are meant to define the standards with which due process is to be strictly observed by the staff and management of the CHamoru Land Trust Commission. (P.L. 23-38 Sec. 1.2)

These Standard Operating Procedures are adopted to standardize and set forth the instructional resource that outlines the procedures with respect to eligibility, application, award, and administration of a CHamoru Land Trust Residential or Agricultural Lease.

## **MANAGEMENT**

The CHamoru Land Trust Commission has five members appointed by the Governor of Guam and confirmed by the Guam Legislature for a three-year term. (21 GCA, Ch. 75, §75102a)  
The CHamoru Land Trust Commission Agency has an Administrative Director who is appointed by the Governor of Guam and confirmed by the CHamoru Land Trust Commission. (21 GCA, Ch. 75, §75102b)

The CHamoru Land Trust Commission Agency has three divisions: Administrative Services, Land Administration, and Survey.

The Administrative Services Division comprises three sections: Finance, Human Resources, and Procurement, Records Management, and Commercial Leasing.

The Land Administration Division comprises three sections: Agricultural, Residential, and Compliance.

The Survey Division is embedded in the Department of Land Management's Survey Division because CLTC Engineer Technicians must be supervised by a Licensed Professional Surveyor.

## **PART ONE: APPLICATION**

### **1.1 Application Form, Required Information, ~~Interview~~, and Notary Requirements (P.L. 23-38 Secs. 2.2, 2.3, 2.4)**

#### **A. Application forms may be obtained:**

1. Online at the CLTC website: <http://dlm.guam.gov/chamorro-land-trust-commission/>
2. In person by visiting the CLTC office: **ITC Building, Suite 222, 590 South Marine Corps Drive Tamuning, Guam 96931**

#### **B. Required Information for submittal**

1. An applicant must select the type of application; residential and/or agricultural;
2. An applicant may apply for both types of applications;
3. An applicant must provide, **an original for review and one copy for submission**, the following information:
  - a. Driver's License or U.S. Passport
  - b. Birth certificate, Official certification of birth, or Legal notice of name change
  - ~~c. Social Security Card~~
  - d. Marriage Certificate (if applicable).
  - e. Home and Mailing Addresses
  - f. Home, Work, and Cell phone numbers
  - g. Evidence of home ownership (if applicable).

#### **~~C. Interview~~ **Review Checklist** *A list of all needed documents will be developed.***

- ~~1. Upon completion and submission of the application document, a CLTC Land Agent will conduct an interview with the applicant.~~
- ~~2. The interview document will become a part of the applicant's case file after qualification has been established.~~

**Rationale: The main purposes of an interview at the onset of application submission are to (1) assist the Agency in determining more about the applicant in order to assist in other requirements that may be needed in advance such as current home ownership to determine residential priority or beneficiary designation in case the unfortunate happens, (2) to assist them with other programs they may be in need of or qualify for such as income thresholds for Guam Housing Corporation home construction loans or particular plants for farming agricultural lots, and (3) as a helpful tool to find out if any changes have occurred in the applicants' intentions between the application and the qualification parts of the process; often because much time may pass before all qualification documents are submitted or application fee is paid.**

### **~~1.2 Notary Requirements (P.L. 23-38 Sec 5.1)~~**

#### **~~A. Upon completion of the interview, the following is mandated and observed:~~**

- ~~1. The applicant must sign in accordance with notary requirements.~~
- ~~2. Falsification of a material fact for the purpose of making the applicant qualified on an application shall be grounds for removal of the applicant's name from the~~



~~waiting list or cancellation of any lease awarded to the applicant.~~

~~3. The applicant may also be subject to liability for perjury. (re-written as below)~~

**D. Notary Requirements (P.L. 23-38 Sec 5.1)**

1. Upon completion of the interview, the following is mandated and observed:
  - a. The applicant must sign in accordance with notary requirements.
  - b. Falsification of a material fact for the purpose of making the applicant qualified on an application shall be grounds for removal of the applicant's name from the waiting list or cancellation of any lease awarded to the applicant.
  - c. The applicant may also be subject to liability for perjury.

**NOTES:**

*(1) Time Stamp and Numerical Designation must be given when a completed and notarized application has been submitted.*

*(2) Qualification shall occur after the Time Stamp and Numerical Designation is given.*

*(3) Payment of application fee should occur when the application is submitted.*

*(4) Suggestion: Creation of Processing Date instead of Received Date – Clarification requested*

*(5) Suggestion: Request for deposit – Clarification requested*

*(6) The Commission shall determine the policy for unqualified and unpaid applications.*

**1.2 Submission of Application (P.L. 23-38 Sec. 5.3a)**

- A. Upon completion of all necessary notary requirements, the application form will be **"Time Stamped"** ~~stamped~~ ~~"received"~~, dated, and accepted by a Land Agent.
- B. Incomplete applications will NOT be accepted.
- C. ~~An application shall NOT be "time stamped" NOR shall it be given a "numerical designation" until all qualification requirements have been established.~~
- D. Additions, deletions, or corrections may only be made with the approval of the applicant and the Administrative Director.
- E. An employee having any familial relation to an applicant within the third degree of consanguinity, shall declare such relation immediately on a declaration form and shall be barred from any and all forms of processing for said applicant due to conflict of interest.

**1.3 Placement of Numerical Designation (date and time) (P.L. 23-38 Sec. 5.6)**

- A. **"Numerical designation"** shall be assigned by the Administrative Services Division ~~when defined as the date and time the applicant application has been determined to be qualified under the Act and shall have met the following criteria:~~ **given a time stamp of official submission.**
  - ~~1. Submission of a completed application form;~~
  - ~~2. Notification of qualification via letter from the Administrative Director; and~~
  - ~~3. Full payment of the application processing fee.~~
- B. The application and all qualifying documents shall be **"time stamped"** and filed in the order of receipt and a case file for the applicant shall be created.
- C. The applicant will be added to the respective island-wide agricultural or residential



waiting lists within the Agency database.

D. Residential applicants shall be issued the following priority which shall be factored into the determination of numerical designation: (P.L. 23-38 Sec. 5.7, Sec. 6.2))

1. Priority One (1) – Landless
2. Priority Two (2) – One (1) acre or less owned
3. Priority Three (3) – More than one (1) acre owned

E. An applicant will be contacted by the Agency when his or her numerical designation has been determined to be ready for lease issuance.

#### **1.4 Payment of Application Fee**

A. An applicant shall pay a one-time, non-refundable processing fee of fifty dollars (\$50) within thirty (30) days of official submission of application.

B. An applicant who fails to pay the processing fee within the specified period must re-apply as a new applicant.

C. An applicant must make payment of the processing fee at the Treasurer of Guam and provide the Agency with a copy of the receipt of payment.

D. In the best interest of the applicant, the Administrative Director may defer payment of the processing fee until after the determination of qualification.

#### **1.5 Information Updates, Changes, Beneficiary Designation, and Power-of-Attorney**

A. An applicant will be asked to update all contact information whenever he or she visits the Agency office.

B. An applicant must notify the Agency, in writing, of any change in address or other information contained in the application within fifteen (15) calendar days of the change(s). (P.L. 23-38 Sec. 5.10)

C. An applicant may request to change their application type.

D. An applicant must make a beneficiary designation at the time of application to protect their interest. The applicant may change his or her beneficiary designation by providing the required documentation.

E. In the case of the death of an applicant, surviving relatives, in the following order, may request to be named as beneficiary to the application rights subject to the approval of the Commission: (P.L. 23-38 Sec. 5.8)

1. qualified legal spouse;
2. natural born children, then qualified stepchildren or reared children;
3. natural born parent, then natural born grandparent, then qualified step-parent;
4. natural born siblings, then qualified step-siblings;
5. natural born relatives outside the first degree of consanguinity, then qualified relatives via marriage.

F. If, after one calendar year of death of an applicant, a beneficiary has not been named, the application shall be permanently cancelled and the applicant's name shall be removed from the respective island-wide waiting list with the approval of the Commission. (P.L. 23-38 Sec. 5.8)

G. An applicant may designate another representative via Power-of-Attorney to protect their interest and speak on his or her behalf by providing the required documentation.

## **PART TWO: PROCESSING AND QUALIFICATION**

### **2.1 Qualifying Documentation (P.L. 23-38 Sec. 5.2)**

A. The Agency will accept Certificates of Live Birth (birth certificates) or Certifications of Birth (certification cards) because they are both official government documents. Certificates of Live Birth are preferred because they contain genealogical information which aid the qualifications process.

B. If a birth certification document is not on file with the Agency, the applicant must obtain a **"no-record certification"** which informs the Agency that the Guam Office of Vital Statistics does not have official birth certification records.

C. If an applicant's present legal name differs from the name listed on his or her certification of birth document, he or she must also submit a marriage certificate, divorce decree, or other legal name change decree to account for the change.

D. An applicant may submit certification of birth documents for the following descendants for qualification purposes:

1. Natural born father or mother;
2. Natural born grandfather or grandmother;
3. Natural born great-grandfather or great-grandmother.

### **2.2 Determination of Qualification (P.L. 23-38 Sec. 5.3b)**

A. Within thirty (30) days of submission and determination based on documents provided, the applicant will be notified of qualification through a letter from the Administrative Director.

B. An applicant who disagree with any action taken shall have thirty (30) days from receipt of written notice of such actions in which to petition the Commission for appearance before the next regular meeting of the Commission concerning the action taken on the application, at which time the Commission shall make an independent decision on the matter.

### **~~1.7 Information Updates, Changes, Beneficiary Designation, and Power of Attorney~~**

~~A. An applicant will be asked to update all contact information whenever he or she visits the Agency office.~~

~~B. An applicant must notify the Agency, in writing, of any change in address or other information contained in the application within fifteen (15) calendar days of the change(s). (P.L. 23-38 Sec. 5.10)~~

~~C. An applicant may request to change their application type.~~

~~D. An applicant must make a beneficiary designation at the time of application to protect their interest. The applicant may change his or her beneficiary designation by providing the required documentation.~~

~~E. In the case of the death of an applicant, surviving relatives, in the following order, may request to be named as beneficiary to the application rights subject to the approval of the Commission: (P.L. 23-38 Sec. 5.8)~~

- ~~1. qualified legal spouse;~~

- ~~2. natural born children, then qualified stepchildren or reared children;~~
- ~~3. natural born parent, then natural born grandparent, then qualified step parent;~~
- ~~4. natural born siblings, then qualified step siblings;~~
- ~~5. natural born relatives outside the first degree of consanguinity, then qualified relatives via marriage.~~

~~F. If, after one calendar year of death of an applicant, a beneficiary has not been named, the application shall be permanently cancelled and the applicant's name shall be removed from the respective island wide waiting list with the approval of the Commission. (P.L. 23-38 Sec. 5.8)~~

~~G. An applicant may designate another representative via Power of Attorney to protect their interest and speak on his or her behalf by providing the required documentation. (re-written as section 1.5)~~

## **PART TWO: QUALIFICATION**

### **2.1 Qualifying Documentation (P.L. 23-38 Sec. 5.2)**

~~A. The Agency will accept Certificates of Live Birth (birth certificates) or Certifications of Birth (certification cards) because they are both official government documents. Certificates of Live Birth are preferred because they contain genealogical information which aid the qualifications process.~~

~~B. If a birth certification document is not on file with the Agency, the applicant must obtain a "no record certification" which informs the Agency that the Guam Office of Vital Statistics does not have official birth certification records.~~

~~C. If an applicant's present legal name differs from the name listed on his or her certification of birth document, he or she must also submit a marriage certificate, divorce decree, or other legal name change decree to account for the change.~~

~~D. An applicant may submit certification of birth documents for the following descendants for qualification purposes:~~

- ~~1. Natural born father or mother;~~
- ~~2. Natural born grandfather or grandmother;~~
- ~~3. Natural born great grandfather or great grandmother. (re-written as section 1.5)~~

### **2.2 Determination of Qualification (P.L. 23-38 Sec. 5.3b)**

~~A. Within thirty (30) days of submission and determination based on documents provided, the applicant will be notified of qualification through a letter from the Administrative Director.~~

~~B. An applicant who disagree with any action taken shall have thirty (30) days from receipt of written notice of such actions in which to petition the Commission for appearance before the next regular meeting of the Commission concerning the action taken on the application, at which time the Commission shall make an independent decision on the matter. (re-written as section 1.6)~~

### **2.3 Payment of Application Fee**

- ~~A. An applicant shall pay a one time, non refundable processing fee of fifty dollars (\$50) within thirty (30) days of official submission of application.~~
- ~~B. An applicant who fails to pay the processing fee within the specified period must re-apply as a new applicant.~~
- ~~C. An applicant must make payment of the processing fee at the Treasurer of Guam and provide the Agency with a copy of the receipt of payment.~~
- ~~D. In the best interest of the applicant, the Administrative Director may defer payment of the processing fee until after the determination of qualification. (re-written as section 1.4)~~

**2.4 Placement of Numerical Designation (date and time) (P.L. 23-38 Sec. 5.6)**

- ~~A. "**Numerical designation**" shall be defined as the date and time the applicant has been determined to be qualified under the Act and shall have met the following criteria:
 
  - ~~1. Submission of a completed application form;~~
  - ~~2. Notification of qualification via letter from the Administrative Director; and~~
  - ~~3. Full payment of the application processing fee.~~~~
- ~~B. The application and all qualifying documents shall be "**time stamped**" and filed in the order of receipt and a case file for the applicant shall be created.~~
- ~~C. The applicant will be added to the respective island wide agricultural or residential waiting lists within the Agency database.~~
- ~~D. Residential applicants shall be issued the following priority which shall be factored into the determination of numerical designation: (P.L. 23-38 Sec. 5.7, Sec. 6.2)
 
  - ~~1. Priority One (1) — Landless~~
  - ~~2. Priority Two (2) — One (1) acre or less owned~~
  - ~~3. Priority Three (3) — More than one (1) acre owned~~~~
- ~~E. An applicant will be contacted by the Agency when his or her numerical designation has been determined to be ready for lease issuance. (re-written as section 1.3)~~

**PART THREE: LOT RESERVATION AWARD**

**NOTES:**

- (1) Management of the Waiting Lists – When an applicant has been given a Time Stamp and Numerical Designation his or her name is added to the respective Island wide Residential or Agricultural Waiting List that is located on the Agency master database. The Time Stamp and Numerical Designation is also updated on the Agency master database. The Waiting Lists have restricted access and are managed by Administrative Services Division only to ensure integrity.*
- (2) Determination of Numerical Designation – Administrative Services personnel will determine the next numerical designation by reviewing the master database to select the next applicant according to the Time Stamp in the order in which the application was received and provides the information to the Land Administration Division for processing.*
- (3) Refer back to P.L. 23-38 Contract for award priority sections 6.1 and 6.2 and identification of available property*
- (4) Award should be based on available property instead of applicant request*
- (5) Suggestion: Quarterly announcement of available properties*
- (6) Suggestion: Look at approved subdivision master plans for existing tracts*



### 3.1 Notice of Numerical Designation (date and time) (P.L. 23-38 Sec. 6.4)

- A. When an applicant's numerical designation has been determined to be ready for lease issuance, the applicant shall be selected to begin the lot **award** process.
- B. The Agency shall utilize the current contact information in an applicant's case file to inform the applicant of **selection**. Notification may be made via email, telephone, written memorandum, or **certified mail**.
- C. In the interest of other applicants on the island-wide waiting lists, the selected applicant shall be given thirty (30) calendar days to respond to the notification after which further processing shall be based on the availability of the applicant.
- D. Several applicants who follow one another on the island-wide waiting lists may be selected as part of a group or cohort to begin the issuance process together.
- E. At the discretion of the Administrative Director, an applicant in a group or cohort may be processed individually when he or she has met all requirements and submitted all documentation so as not to impede his or her progress in the lease issuance process.
- F. Persons who presently reside and have continuously resided on CHamoru homelands prior to 12 July 1995 and who qualify under the CHamoru Land Trust Act, shall NOT be evicted from said property.

### 3.2 Lot Declination and Acceptance

- A. An applicant who responds to the notification of numerical designation shall meet with a Land Agent to determine three (3) prospective properties for inspection and to select the best lot for acceptance.
- B. Once the three (3) prospective properties have been determined, the applicant may decline up to two (2) of those properties. Upon a third declination the applicant shall be placed at the end of the respective island-wide waiting list. All declinations must be signed by the applicant and notarized.
- C. When the applicant has determined which of the three (3) prospective properties to select and accept, such acceptance must be signed by the applicant and notarized.
- D. A Land Agent will utilize the most recently updated Land Inventory (GIS/LIS) and any current Master Plan(s) available in the lot reservation process.
- E. Land Agents will communicate with one another on the status of potential lots to be reserved and must consider the following factors:
  - 1. All Agricultural and Residential Parcels (Tract, Lot, Block, etc.)
  - 2. All Agricultural and Residential Subdivisions
  - 3. All unregistered properties (unleasable)
- F. A Land Agent shall thoroughly research and disclose to the applicant the presence or lack thereof utilities, infrastructure, and access to the prospective properties.
- G. A Land Agent shall keep proper information on the legal technical lot description, land area size, and Parcel Identification (PID) number for each prospective property.

### 3.3 Notice of Intent to Award

- A. Upon acceptance of a prospective lot, the Administrative Director shall issue a Notice of Intent to Award (NOIA) letter to the applicant explaining the next steps in the lot

reservation process.

B. The NOIA will also inform the applicant of the following processes:

1. Survey Authorization
2. Utilities Authorization
3. Clearing and Grading Authorization
4. Building permit Authorization

### 3.4 Survey Authorization (21 GCA, Ch. 75, §75124)

A. The Administrative Director shall issue a Survey Authorization letter together with the NOIA explaining the survey process to the applicant.

B. The applicant shall have no more than two (2) 90-day survey authorizations issued to him or her after a NOIA has been given. A list of all practicing licensed professional surveyors shall be provided to the applicant.

C. Upon expiration of a Survey Authorization letter, an applicant may request issuance of another from the Agency. Additional survey authorizations may be issued at the discretion of the Administrative Director.

D. An applicant who fails to conduct a survey contract on the prospective property shall forfeit lot reservation and shall be placed at the end of the respective island-wide waiting list.

E. An applicant may communicate with the Agency Survey Division for requirements for the processing of a survey map and status updates once proposed maps have been submitted for Agency and Department of Land Management review and approval.

F. An applicant who conducts a survey of a reserved property shall be granted a seven (7) year abatement of property taxes as a direct result.

G. An applicant may request government services for survey however if the survey is conducted by the government, the applicant will become immediately liable for all property taxes upon consummation of the lease agreement.

H. Requests for government services for survey must be approved by the Commission.

## **PART FOUR: LEASE ISSUANCE**

### 4.1 Commission Approval

A. Once a completed survey map has been recorded and submitted to the Agency, a Land Agent shall recommend and an applicant may request for lease authorization from the Commission.

B. A Land Agent will complete a staff report on the request and place it on the agenda for the next available regular meeting of the Commission for consideration. In the case of a group or cohort, a Land Agent will prepare staff reports for all applicants and place them on the agenda for consideration. (21 GCA, Ch. 75, §75107, 75108)

### 4.2 Beneficiary Designation

A. Prior to the consummation of any lease agreement, the applicant must make a beneficiary designation to protect his or her interest by submitting the required documentation. (21 GCA, Ch. 75, §75109)



#### 4.3 Final Issuance

- A. Once Commission approval has been granted, the Administrative Director shall be authorized to issue a lease agreement document to the applicant and conduct a lease signing to consummate the lease issuance process. In the case of a group or cohort, the Agency may hold a joint lease signing event to consummate groups of lessees.
- B. Upon consummation of the lease agreement, the lessee must immediately proceed to have it recorded with the Department of Land Management Records Division and submit a copy to the Agency to be included in the lessee's case file.

#### 4.4 Utility/Clearing and Grading Authorizations

- A. A ratified lessee may request Utility Authorization or Clearing and Grading Authorization at any time.
- B. The Administrative Director is authorized to issue Utility Authorization letters and Clearing and Grading Authorization letters to ratified lessees.

### **PART FIVE: LEASE ADMINISTRATION**

#### 5.1 Beneficiary Designation and Power-of-Attorney

- A. A lessee may change his or her beneficiary designation by providing the required documentation.
- B. A lessee may designate another representative via Power-of-Attorney to protect their interest and speak on his or her behalf by providing the required documentation.

#### 5.2 Legal Transfer of Lease

- A. A lessee must be a leaseholder for at least seven (7) years before he or she may transfer the lease to another qualified individual under the Act.
- B. A legal transfer of lease shall be for the remainder of the term of the original lease.
- C. After the leasehold requirement has been fulfilled, a lessee may request for legal transfer of lease which must be approved by the Commission.
- D. If an emergency exists prior to the leasehold period requirement, a lessee may request from the Commission, a legal transfer of lease subject to the emergency.
- E. The following must be satisfied before any legal transfer of lease may be granted:
  - 1. All lease payments must be paid up until the date of transfer;
  - 2. All property taxes must be paid up until the date of transfer;
  - 3. A survey must have been conducted and a recorded survey map submitted;
  - 4. In the case of an active loan guarantee, the transferee must make notarized acceptance of any such indebtedness;
  - 5. If the case of any encumbrances, such as unpaid utility bills or liens, on the property described in the lease, the transferee shall make notarized acceptance of any such encumbrances;

#### 5.3 Beneficiary Transfer of Lease

- A. In the case of the death of a lessee, a beneficiary must request within one hundred and eighty (180) days, to transfer the lease to his or her name which is subject to the approval of the Administrative Director.

B. In the case of the death of a lessee after the one hundred and eighty (180) period, surviving relatives, in the following order, may request to be named as beneficiary to the application rights and to succeed the lease, subject to the approval of the Commission:

1. qualified legal spouse;
2. natural born children, then qualified stepchildren or reared children;
3. natural born parent, then natural born grandparent, then qualified step-parent;
4. natural born siblings, then qualified step-siblings;
5. natural born relatives outside the first degree of consanguinity, then qualified relatives via marriage

C. In the case of a request for transfer from a lessee to a beneficiary after the leasehold requirement has been fulfilled, the lessee may request for legal transfer of lease with the Agency which must be approved by the Commission.

D. If, after one calendar year of death of a lessee and a beneficiary has not been named, the lease shall be permanently declared null and void with the approval of the Commission.

#### 5.4 Additional Considerations

A. The Commission may require approval and/or submission of the following:

1. A farm plan for an agricultural lease;
2. A home construction plan for a residential lease;
3. All other necessary documentation that shall be required.

B. A lessee may bring to the Commission, requests for consideration including, but not limited to, the following:

1. relocation;
2. acreage increase or decrease;
3. permission to engage in other activities; or
4. activities on the property other than those allowed in the lease agreement.

### **PART SIX: LEASE COMPLIANCE**

#### 6.1 Agricultural Lease (P.L. 23-38 Sec. 5.5, Sec. 6.5)

A. The lessee shall occupy and commence to use the lot to cultivate as his or her farm, within one (1) year after the lease is consummated.

B. Within the first ninety (90) days of consummation of the lease agreement, the Agency shall conduct a compliance site inspection of the property.

C. The Agency may conduct compliance site inspections at a minimum annually thereafter or at the request of the lessee.

D. The Agency reserves the right to conduct unannounced site inspections at any time.

#### 6.2 Residential Lease (P.L. 23-38 Sec. 5.4, Sec. 6.1, Sec. 6.3)

A. The lessee shall occupy and commence to use the lot as his or her home, within one (1) year after the lease is consummated.

B. The following are set forth in issuing residential leases:

- 1) Lot size for a residential lot lease to be awarded shall not be less than ten thousand (10,000) square feet with public sewer connection available;

2) nor less than one-half (½) acre with no public sewer connection available;  
3) in neither case shall be more than one (1) acre; or lot size for residential lot lease shall be specified by zoning, subdivision, environmental, or administrative policies; and

4) In no circumstance may the area exceed one (1) acre.

C. In determining if a lessee may be authorized to commence construction or occupy an existing residence, any of the following shall be sufficient proof to find compliance:

1. Approved loan or financing for the construction of a residence, or a conditional letter of intent or the equivalent;
2. Contract between the applicant and a construction company for the construction of a residential dwelling;
3. Equivalent evidence of the applicant's intent and ability to construct a residential dwelling; or
4. Equivalent evidence of the applicant intent and ability to fulfill pre-existing requirements entered into between other parties with respect to the residential dwelling the applicant wishes to occupy.

D. Within the first one hundred and eighty (180) days of consummation of the lease agreement, the Agency shall conduct a compliance site inspection of the property.

E. The Agency may conduct compliance site inspections at a minimum annually thereafter or at the request of the lessee.

F. The Agency reserves the right to conduct unannounced site inspections at any time.

### 6.3 Determination of Non-Compliance

A. Non-compliance may be determined by observance of possible violation(s) during annual, routine, or unannounced site inspection by the Agency.

B. The lessee will be verbally notified during the site visit of possible violation(s). The lessee will also be notified to begin corrective measures to ensure possible violation(s) does not occur in future site inspections.

C. The results of said site inspection shall be forwarded to the Agency's Compliance Section for verification. The Compliance Section will conduct an independent site inspection to verify any initial findings.

### 6.4 Non-Compliance Process

A. If any violation(s) has been verified by the Compliance Section during its initial inspection, a Warning Notice of Violation letter shall be sent to the lessee identifying the specific violations(s), possible corrective measures the lessee may take immediately, and a ninety (90) day period in which to begin corrective measures at which time a second site inspection shall be conducted by the Compliance Section.

B. If the lessee has begun or has yet to begin corrective measures at the end of the first ninety (90) day period, a second Warning Notice of Violation letter shall be sent to the lessee listing any corrective measures taken and any not taken at the second site inspection, a reminder to continue or to begin corrective measures immediately until complete, and a second ninety (90) day period at which time a third site inspection shall be conducted by the Compliance Section.

C. If the lessee has not completed or has yet to begin corrective measures at the end of the second ninety (90) day period, a third Warning Notice of Violation letter shall be sent to the lessee listing any corrective measures taken and any not taken at the third site inspection, a reminder to complete or to begin and complete the corrective measures immediately, and a third ninety (90) day period at which time a fourth and final site inspection shall be conducted by the Compliance Section.

D. If, after two hundred and seventy (270) days in violation and the fourth and final site inspection, the lessee has failed to complete all corrective measures a notice to appear before the Commission for continued violation of lease agreement shall be issued to the lessee. At this meeting the Agency will present evidence of violation and recommend punitive penalties including the possibility of involuntary termination.

### **PART SEVEN: PENALTIES AND TERMINATION**

#### **7.1 Punitive Penalties**

A. The Agency, with the approval of the Commission, shall be authorized to impose a fine of fifty dollars (\$50) to the lessee per month while continually in violation.

B. The lessee shall be required to attend training with the University of Guam Cooperative Extension program at their expense as a result of violation.

C. In the case of agricultural leases with more than one-half acre, a recommendation for acreage reduction shall be made by the Agency subject to the approval of the Commission.

D. The lessee may be recommended for involuntary termination depending on the severity and length of violation(s).

#### **7.2 Voluntary Termination**

A. At any time during the lease agreement, the lessee may elect to voluntarily terminate his or her lease. Such request must be made by notarized affidavit to the Agency and approved by the Commission.

B. All documentation for such request must be submitted by the lessee without the aid of the Commission, the Agency, or any representative to ensure that the decision to terminate lay solely with the lessee.

C. In addition to, and after documentation produced by the lessee has been submitted, the Agency shall require its own notarized acknowledgement of request for termination and waiver of the Administrative Adjudication appeals process to be included as part of the termination process.

D. The Administrative Director shall issue a Notice of Termination letter to the lessee after all documentation is verified, signed, and submitted. A copy of said letter shall be sent immediately to the Department of Revenue and Taxation as well as the Department of Land Management Records Division.

#### **7.3 Involuntary Termination (21 GCA, Ch. 75, §75110)**

A. In the case of severe and gross negligence on the part of the lessee, the Agency may recommend, subject to the approval of the Commission, involuntary termination of a lease agreement.

- B. The Agency shall prepare the evidence of violation and present before the Commission its recommendations for consideration.**
- C. The Agency will be authorized to carry out the decision of the Commission within a ninety (90) day period from approval.**

**7.4 Administrative Adjudication Process (P.L. 23-38 Sec. 1a)**

- A. The lessee shall be afforded the opportunity of appeal through the Administrative Adjudication Law process.**
- B. This process shall be governed by 5 GCA Chapter 9 Article 2.**

**CHamoru Land Trust Commission  
Board of Commissioners Meeting  
Staff Report**

**ORIGINAL APPLICANT - KIMBERLY KOWALSKI BERSAMIN  
TAKEOVER - DERRICK SABLAN KOWALSKI**

**1. FACTS**

- a. Location: Lot 5382N-8 Barrigada
- b. Lot Size/Lease Type: 1,845± square meters – Residential
- c. Surveyed: 218FY2017 surveyed by Frank LG Castro
- d. Complaint/Issue: *Follow up on current Residential Lease status*

**2. CHRONOLOGICAL FACTS**

- a. Pre-occupier: No
- b. LUP: No
- c. Priority: 1
- d. Kimberly's Date and Time: December 2, 1995 at 11:59AM
- e. Kimberly's Application Number: 240
- f. Derrick's Date and Time: June 10, 2014 at 3:15PM
- g. Derrick's Application Number: 7872

**3. FINDINGS**

- a. December 27, 2016 – Ms. Kimberly Kowalski Bersamin is a current private home owner and based on her priority, she is unable to attain a Residential Lease and requested for a switch of date and time with her brother, Derrick Sablan Kowalski.
- b. February 7, 2017 – Deputy Director David Camacho approved request for switch of date and time between Ms. Bersamin and Mr. Kowalski.
- c. July 31, 2017 – Survey completion on Lot 5382N-8 Barrigada by Frank LG Castro; recorded at the Department of Land Management under Ins. No. 910444

**4. DIRECTOR'S RECOMMENDATION**

- a. Based on PL23-58, Section 5.8, the action of doing a switch of date and time is not applicable therefore it is our recommendation to revert both Kimberly Kowalski Bersamin and Derrick Sablan Kowalski back to their original place in line
- b. Based on the fact that Lot 5382N-8 Barrigada was surveyed and all documents pertaining to the property has been recorded through the Department of Land Management, we recommend to do an issuance of a lease to Ms. Kimberly Kowalski Bersamin

**5. FOLLOW-ON ACTION**

- Pending CLTC Board's review to determine status of Kimberly Kowalski Bersamin and Derrick Sablan Kowalski
- Issuance of a Lease



**CHamoru Land Trust Commission  
Board of Commissioners Meeting  
Staff Report**

**RONALD JAMES REMOTIGUE**

**1. FACTS**

- a. Location: Lot Tract 11405, Block 12, Lot 2 Dededo (New Lot Description)
- b. Lot Size/Lease Type: 1,995± square meters – Residential Lease
- c. Surveyed: 228FY2015
- d. Complaint/Issue: *Beneficiary Designation*

**2. CHRONOLOGICAL FACTS**

- a. **Original Applicant: Ronald Sarmiento Remotigue**
- b. Original Applicant's Date and Time: April 25, 1997 at 3:31PM
- c. Original Application Number: 3943
  
- d. **Takeover Applicant: Ronald James Remotigue**
- e. Preoccupier: Yes, Inarajan
- f. Takeover Applicant's Date and Time: July 28, 2010 at 10:30AM
- g. Takeover Application Number: 7470

**3. FINDINGS**

- a. May 19, 2010 – Ronald Sarmiento Remotigue wrote a letter to Administrative Director Jesse Garcia requesting to transfer his application rights to his wife due to his medical disabilities
- b. December 14, 2012 - Wife of Ronald Sarmiento Remotigue requested to transfer her Beneficiary rights to her oldest son, Ronald James Remotigue
- c. May 30, 2012 – Meeting set with Administrative Director Monte Mafnas regarding lot issuance
- d. June 1, 2012 – Land Agent Sean Aldan showed Ms. Vivian Remotigue a lot within Lot 10120, Phase II Dededo
- e. November 25, 2013 – Recommendation from Land Administrator to approve transfer from Vivian Remotigue to son, Ronald James Remotigue
- f. November 29, 2013 – Deputy Director David Camacho approved transfer from Vivian Remotigue to son, Ronald James Remotigue
- g. August 13, 2018 – CLTC conducted a site inspection on the property. Inspection report with pictures in file for reference.
- h. November 15, 2019 – A medical letter from FHP Healthcare Clinic was submitted regarding the medical conditions of Ms. Vivian Remotigue

**4. DIRECTOR'S RECOMMENDATION**

- a. Motion to name Ronald James Remotigue as the Benefactor to Ronald Sarmiento Remotigue
- b. Motion to terminate Residential Lease of Ronald James Remotigue under Instrument No. 862384

- c. Motion to grant Residential Lease for Ronald James Remotigue on Tract 11405, Block 12, Lot 2 in the Municipality of Dededo containing an area of 1,995± square meters

**5. FOLLOW-ON ACTION**

- Pending CLTC Board's review to determine status of Ronald James Remotigue
- Termination of Residential Lease for Ronald James Remotigue under Ins. No. 862384
- Issuance of a Residential Lease for Ronald James Remotigue

**CHamoru Land Trust Commission  
Board of Commissioners Meeting  
Staff Report**

**CHRISTOPHER JAMES FEJERAN  
ORIGINAL APPLICANT: ROBERT J. FEJERAN**

**1. FACTS**

- a. Location: Lot 480-47 Agat
- b. Lot Size/Lease Type: 2,023 ± square meters – Residential
- c. Lease Instrument Number and Signing Date: 913202 – September 27, 2017
- d. Surveyed: No
- e. Complaint/Issue: *Null and Void Listing*

**2. CHRONOLOGICAL FACTS**

- a. Pre-occupier: No
- b. LUP: N/A
- c. Priority: 1
- d. Original Applicant: Robert J. Fejeran
- e. Original Applicant's Date and Time: December 7, 1995 at 11:41AM
- f. Original Applicant's Application Number: 731
- g. Takeover Applicant: Christopher James Fejeran
- h. Takeover Applicant's Date and Time: October 14, 2016

**3. FINDINGS**

- a. October 17, 2016 – Letter of Relinquishment of Application rights from benefactor, Josephine Rosario to Christopher James Fejeran (son of Robert J. Fejeran)
  - i. Based on PL23-38, Section 5.8(a), naming of a common law wife is ineligible
- b. January 4, 2017 – Takeover of application rights to Christopher James Fejeran approved by Deputy Director David Camacho

**4. DIRECTOR'S RECOMMENDATION**

- a. Motion to terminate Residential Lease, Ins. No. 913202 issued to Christopher James Fejeran
- b. Motion to name Christopher James Fejeran as the successor to Robert J. Fejeran based on PL23-38, Section 5.8(a)(1)
- c. Motion to terminate Residential Lease, Document Number 913202 of Christopher James Fejeran
- d. Motion to grant Residential Lease upon completion of a survey on Lot 480-47 Agat containing an area of 2,023± (plus or minus) square meters

**5. FOLLOW-ON ACTION**

- Pending CLTC Board's review to determine status of Christopher James Fejeran
- Survey Authorization
- Residential Lease issuance upon completion of survey

**GOVERNMENT OF GUAM – Department of Land Management  
Office of the Recorder**

File for Record is Instrument Number \_\_\_\_\_

On the Year 20\_\_\_\_ Month \_\_\_\_ Day \_\_\_\_ Time \_\_\_\_\_

Recording Fee \_\_\_\_\_ Receipt No. \_\_\_\_\_

Deputy Recorder \_\_\_\_\_

(Space above for Recorder use only)

## **LICENSE AGREEMENT**

THIS AGREEMENT, made by and between the **CHAMORRO LAND TRUST COMMISSION**, the "LICENSOR" and **GLOBAL RECYCLING CENTER, INC.**, the "LICENSEE", A corporation in Guam, whose address is: P.O. Box 11792, Tamuning, Guam 96931.

### **WITNESSETH:**

WHEREAS, the LICENSOR, in accordance with the provisions of Title 21, Guam Code Annotated, section 75107(c)(1), is authorized to license Lot No. 10122-15, Municipality of Dededo, containing an area of 52,925± square meters to the LICENSEE as an improvement for a public purpose.

WHEREAS, the LICENSEE, in consideration of \_\_\_\_\_ (\$) United States currency per month payable to the LICENSOR for a total of five (5) years with an option to renew for another five (5) years for the real property described as follows:

### **PARCEL DESCRIPTION**

Lot No. 10122-15, Municipality of Dededo, containing an area of 52,925± square meters, as shown on Map Dwg. No. \_\_\_\_\_, L.M. Check No. \_\_\_FY\_\_\_, prepared by \_\_\_\_\_, RLS No. \_\_\_, dated \_\_\_\_\_, \_\_\_\_\_, Certificate of Title No. \_\_\_\_\_.

**"Water and power (electricity) are immediately available on the property or within 100 feet of the property."**

**NOW THEREFORE, in consideration of the terms, covenants and conditions set forth in this License, the parties agree as follows:**

- 1. The license shall be for a term of Five (5) years beginning upon the date of the Governor's approval and ending Five (5) years thereafter. At the beginning of the last year of the License, LICENSOR and LICENSEE may negotiate a renewal of this license for another Five (5) years: provided that LICENSEE gives notice by registered mail to LICENSOR of LICENSEE'S desire to enter into a new license.**
- 2. LICENSEE shall pay without abatement, deduction or offset the following: On or before the 1<sup>st</sup> of each month all monthly rental payments of \$\_\_\_\_\_ payable to Treasurer of Guam. LICENSEE shall make all such payments directly to the charging authority at least five (5) days before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their nonpayment.**
- 3. LICENSEE shall have the sole responsibility of paying all real and personal property taxes, general and special assessment, and other charges of every description levied on or assessed against the premises, improvements, the licensehold estate, or any sublicense hold estate, to the full extent of any installments falling due during the term of the license.**

**If, however the expressly permits the payment of any or all the above items in installments (whether or not interest accrues on the unpaid balance), LICENSEE may, at LICENSEE'S election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency. If LICENSEE fails to pay any tax assessment, or other charge as set out in this paragraph, then LICENSOR may, at LICENSOR'S option, pay such LICENSEE'S obligation and a lien shall remain on all of LICENSEE's buildings and improvements placed on the premises by LICENSEE, and such lien shall continue until the amounts due are repaid the LICENSOR, in accordance with Paragraph 12 of this License. Should LICENSOR, choose not to repay LICENSEE'S obligation hereunder, then LICENSEE shall be considered to be in default of this License I accordance with Paragraph 17 of this License.**

4. LICENSEE, at Licensee's own cost and expense at all times during the term of this License, agrees to keep and maintain, or cause to be kept and maintained, all buildings and improvements which may be erected upon the Licensed Land in a good state of appearance and repair, reasonable wear and tear excepted.
5. All improvements constructed on the premises by LICENSEE as permitted by this license shall be owned by LICENSEE until expiration of the term or sooner termination of License. LICENSEE shall not, remove improvements from the premises or waste, destroy, or modify any improvements on the premises or waste, destroy, or modify any improvements on the premises, except as permitted by this license. The parties covenant for themselves and all persons claiming under them that the improvements are real property. LICENSEE shall not use the premises in any unlawful, improper, or offensive manner and shall comply and observe all existing laws enforced or to be enforced.
6. At the normal expiration of term, provided LICENSEE is not then in default, LICENSEE shall have the right to remove any or all fixtures or improvements, or both, provided all resultant injuries to the premises and remaining improvements are completely remedied and LICENSEE complies with the LICENSOR'S reasonable requirements respecting the resultant appearance. All fixtures or improvements remaining on the premises at the end of the license which have not been removed by LICENSEE shall become the property of the LICENSOR. However, any lien, claim, or security interest in such property shall remain the sole obligation of the LICENSEE. LICENSEE agrees to indemnify and hold LICENSOR harmless against such property remaining on the premises.
7. LICENSEE shall hold LICENSOR harmless from and against all attachments, lien charges, and all expense resulting from this License.
8. LICENSEE shall not sublicense, sell, assign, or transfer in anyway this License or any rights or interest therein or create a security in the public land licensed, without approval of the Guam Legislature.
9. LICENSEE shall indemnify, defend and hold the LICENSOR harmless against any claim or demand by third person for loss, liability or damage, including claims for property damage, personal injury or wrongful death arising out of any accident on the Licensed Premises.



10. If Licensee's methods of operation, handling of fuel, or other activities cause imminent and grave danger to persons or property, or endangers the public health, safety welfare or environment, LICENSOR shall serve upon LICENSEE a Notice to cease and desist or correct said harmful activity or practice. LICENSEE shall have ten (10) days from receipt of said Notice, to correct the activity or practice. If LICENSEE fails to cease and desist or to correct as provided in the notice, then LICENSOR may terminate this license upon twenty (20) days written notice.
11. LICENSEE shall obtain and maintain all required Environmental Protection Agency and Guam Environmental Protection Agency permits and clearances. If LICENSEE fails to obtain or maintain proper permitting, then LICENSOR may terminate this license upon twenty (20) days written notice. LICENSEE shall notify LICENSOR of any correspondence from any governmental entity regarding the application of environmental laws to the premises, including, without limitation, notices of violation, notices to comply, and citations.
12. The LICENSOR shall have a lien on all the buildings and improvements place on the said premises, whether the same is exempt from execution or not and on the rents of all improvements and buildings situated on said premises for all such cost, attorney's fees rents reserved, for all taxes and assessments paid by the LICENSOR on behalf of LICENSEE and for the payment of all money as provided in this license to be paid by LICENSEE, and such lien shall continue until the amounts due are paid.
13. If the LICENSEE shall fail to yield or pay such rent at the time and in the manner described in Paragraph 2 or shall fail to pay such obligation at the time and in the manner described in Paragraph 3 or shall become bankrupt, or shall abandon the said premises, or if this license and the premises shall be attached or otherwise be taken by operation of law, or if any assignment be make of the LICENSEE's property for the benefit of creditors, or shall fail to observe or perform any of the covenants, terms and conditions herein contained and on its part to be observed and performed, LICENSOR shall so notify by personal service, registered mail or certified mail to the LICENSEE at its last known address. If such breach or default shall continue for a period of ninety (90) days upon notification, LICENSOR may at once reenter such premises or any part thereof and upon or without such entry, at its option, terminate this license without prejudice to any other remedy or right of action for arrears or rent or for any proceeding or other breach of contract. In the event of such termination, all buildings and improvements thereon shall remain and become the property of the LICENSOR.

14. The LICENSOR shall have the right to itself and to the agents and representatives or the Government of Guam, in which said licensed premises are situated, to enter and cross any portion of said licensed land for the purpose of performing any public or official duties; however, in the exercise of such rights, the LICENSOR shall not unreasonably interfere with the LICENSEE's use and enjoyment of the premises.
15. LICENSOR reserves the right to enter the LICENSEE'S licensed property for the purpose of maintaining or adding public utilities.
16. Acceptance of rent by the LICENSOR shall not be deemed a waiver of any breach by the LICENSEE of any term, covenant or condition of this license, nor of the LICENSOR'S rights to declare and enforce forfeiture for any such breach by the LICENSEE of any term, covenant, condition or option.
17. Notwithstanding any provision contained in this license to the contrary, wherever applicable, the LICENSOR may for good cause shown in writing, allow additional time beyond the time or time specified herein to the LICENSEE in which to comply, observe and perform any of the terms, conditions and covenants contained herein.
18. LICENSEE shall annually submit to the Chamorro Land Trust Commission on or before January 31<sup>st</sup> of each year a financial statement with proof of insurance, as part of the Annual Report LICENSEE shall include the progress report on the development of the licensed property.
19. All of the above terms, conditions and covenants shall be enforced by the Chamorro Land Trust Commission or its authorized representatives. Notices to LICENSEE shall be deemed given if mailed to the address first stated.
20. LICENSEE, upon surrender of the premises and license to LICENSOR, shall remove all scrap metal and other debris from the premises at LICENSEE's expense so that the premises are returned in as good a condition and repair as reasonable use and wear and tear thereof will permit.
21. Either party may terminate this agreement, with or without cause, upon 180 days written notice to the other party.

IN WITNESS WHEREOF, the **CHAMORRO LAND TRUST COMMISSION** and **GLOBAL RECYCLING CENTER, INC.** executed this License in the Municipality of Tamuning, Island of Guam, this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**LICENSEE: GLOBAL RECYCLING CENTER, INC.**

\_\_\_\_\_  
**DANIEL CHU**  
Its duly authorized President  
Date: \_\_\_\_\_

**LICENSOR: CHAMORRO LAND TRUST COMMISSION**

\_\_\_\_\_  
**JACK E. HATTIG III**  
Administrative Director, Chamorro Land Trust Commission  
  
Date: \_\_\_\_\_

**APPROVED AS TO FORM**  
**OFFICE OF THE ATTORNEY GENERAL**

\_\_\_\_\_  
**LEEVIN T. CAMACHO**  
Attorney General of Guam  
  
Date: \_\_\_\_\_

**APPROVED BY THE GOVERNOR OF GUAM**  
**OFFICE OF THE GOVERNOR OF GUAM**

\_\_\_\_\_  
**LOURDES A. LEON GUERRERO**  
Governor of Guam  
Maga' Haga Guhan  
  
Date: \_\_\_\_\_



PMB 515 Suite 101  
1270 N. Marine Drive  
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Email info@guamrugby.com  
www.guamrugby.com  
facebook.com/guamrugbyclub



**Guam Rugby Club  
Chamorro Land Trust Commission License Agreement.  
Santa Monica Ave Public accessway proposal. Oct 2019.**

The Guam Rugby Club (GRC), respectfully request the CLTC consider the following proposal as submitted by GRC with a view to obtaining a permanent and long term access solution, providing public and emergency accessway and public parking off Santa Monica Ave to the Guam Rugby Club, Wettengel Rugby Field, Dededo.

The Guam Rugby Club wishes to make direct reference to the 2010 License Agreement Amendment as requested by CLTC, and agreed by all 3 parties. (CLTC, GRC, and Hals Football Association).  
In this October 2019 proposal.

- \*2002 CLTC granted the Guam Rugby Club a license for a 20 year term with 5 year reviews.
- \*2002 CLTC granted access to the Guam Rugby Club field from Santa Monica Ave via a Documented "public accessway/utility right of way".

Guam Rugby Club submits the attached Public Accessway proposal/ plan off Santa Monica Ave, indicating a proposed alternative public accessway, to be installed/constructed by DPW, connecting to, and using the existing joint public parking area.

Guam Rugby Club undertakes to provide and complete, subject to the Government of Guam tax credit programe, within 24 months, installation of permanent asphalt surface to the joint parking area for use by both the Guam Rugby Club and Hals Angels Football association.

Guam Rugby Club undertakes to complete within 24 months, relocation of the 2 inch water line and GWA water meter system as is currently installed (as previously directed by GWA within the existing public accessway/utility right of way) to an alternative supply point. (yet to be determined)

The Guam Rugby Club request that immediate temporary access is reinstated from Santa Monica Ave, to the Guam Rugby Club field for all public and emergency access. This will enable Guam school rugby sport programs to recommence at the Guam Rugby Club field. This will enable the field to be maintained.

It will enable the Simon Sanchez High Rugby Progamme (Boys & Girls) to prepare for the upcoming IIAAG High School December January/Feb competition.

Note . the Guam Rugby Club field is donated at no cost for Simon Sanchez High School use. It is the SSSH home field, due to no facility at the school.

The Guam Rugby Club respectfully request that the license renewal for an additional 20 year term is entered into and completed in combination with this proposal.

Yours Faithfully,  
Guam Rugby Club Board.

December 6, 2019

**VIA EMAIL [jacque.terlaje@terlajelaw.com](mailto:jacque.terlaje@terlajelaw.com)**

Jacqueline Taitano Terlaje, Esq.  
LAW OFFICE OF JACQUELINE TAITANO TERLAJE, P.C.  
284 West Chalan Santo Papa  
Hagåtña, Guam 96910

**RE: GUAM RUGBY CLUB, INC. PROPOSAL FOR TEMPORARY ACCESS**

Dear Jacque:

I am writing in furtherance of our discussion on December 3, 2019 regarding Guam Rugby Club's ("GRC") need for immediate temporary access to Wettengel Rugby Field through the pre-existing public access way, identified in the 2010 Amendment to License Agreement between the Chamorro Land Trust Commission ("CLTC") and GRC as the 40' Wide Public Access & Utilities Right of Way, from Santa Monica Avenue.

As you are aware, GRC has not been able to access its fields since August 2019 as the only viable access way is through the pre-existing public access way. As we have informed Director Jack Hattig III and the CLTC, this severely impacted GRC and Guam's rugby community at large. If you have not already been provided with the summary detailing the history of GRC and the impacts this lack of access has had that was provided to the CLTC at its meeting on September 19, 2019, I will send you a copy on Monday.

This lack of access continues to negatively impact GRC and threaten its ability to continue providing services and benefits to the rugby and public community. As I informed you and Director Hattig in an email on Monday, December 1, GRC's field storages were vandalized and broken into this past week. The Generator Room was badly damaged, the electrical panels and wires pulled, the locks were smashed and there is equipment missing out of the storage sheds. Although you disagreed during our December 3 discussion, we believe that even if not the main factor, the fact that GRC does not have access to and cannot monitor or maintain the fields which are now sorely overgrown, is a contributing factor to the incident.

Accordingly, GRC unquestionably requires access to the Wettengel Rugby Field through the pre-existing public access way immediately. Set forth below is a proposal for such access.

**A. Access for Maintenance of Fields and Repairs of Facilities:**

Because the CLTC and your client have blocked access to the Wettengel Rugby Field, the fields' playing grass surfaces on the Main Field and Development Field have not been maintained. The overgrowth of grass has caused damages to the field surfaces, the full extent to which we cannot measure until initial maintenance and grass cutting is undertaken. Access is required to enable GRC members (which include volunteers) to complete maintenance with appropriate maintenance equipment.

GRC also needs immediate access to secure the damaged storage container and to complete welding and fabrication repairs to doors of storage containers. GRC further requires immediate access to begin repair work on electrical distribution and pole connection points, and to prevent any further burglary and damage attempts to the field electrical system.

During our call, you inquired whether GRC could access its fields for maintenance purposes through Lada Avenue, and thereafter provided me with a satellite map purporting to show an access way through that point. However, I have confirmed with representatives of GRC that access through Lada Avenue is not feasible for the reasons set forth below.

Earthmoving work is required to create any form off access track off Lada Avenue. A permit from the Department of Public Works and the Guam Environmental Protection Agency is required for this type of work and my client has been advised that the permit issuance/process time typically takes between 21-30 days. GRC cannot wait that long. Further, any form of access created must have a road base formed and compacted which will require additional time and expense – funds that GRC does not currently have in light of what it will have to spend to repair and maintain the fields at this time and the additional anticipated expenses for any new access way. Additionally, the area of the Lada Avenue boundary is currently in a state which prevents both vehicles and pedestrians entering the field and facility area. Lastly, any form of access created must be security fenced to prevent additional entry by unwanted persons, especially in light of the recent vandalism and burglary.

Therefore, access off of Lada Avenue for maintenance is not a viable option. GRC proposes that it be allowed access for maintenance and repairs purposes, off the pre-existing Santa Monica public access way on Saturdays and Sundays from 7:00 a.m. to 5:00 p.m. and for additional days specified in the enclosed schedule to allow field maintenance to be completed.<sup>1</sup>

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<sup>1</sup> Note that the enclosed schedule may slightly change in light of various factors involved, including but not limited to, the availability of fields, school schedules and availability of volunteers for maintenance and repair.



**B. Access for High School Rugby Season**

As of December 2, Guam High Schools' Rugby program has started practice. Official games begin in January 2020 and practice is scheduled for December 2019 through March 2020.

Because the Simon Sanchez High School ("SSHS") Boys' & Girls' Rugby teams do not have a field on school grounds, the GRC Wettengel Rugby Field is the home field for the SSHS rugby teams. Enclosed with this letter is a letter from SSHS Athletic Director Randy Kakigi requesting that SSHS be allowed to continue using the Wettengel Rugby Field for practices and games. Allowing GRC field access will enable the SSHS teams to hold practices and training and host home-field games. Therefore, GRC proposes that it be allowed access for SSHS practice and home-field games. Also enclosed is a calendar indicating the schedule for SSHS practice.

Similarly, Okkodo High Schools' Varsity and Junior Varsity Girls' teams use the Wettengel Rugby Field for practice. GRC proposes that it be allowed access for Okkodo practice. Okkodo practices three times per week during the third-quarter.

GRC further proposes access for days in which rugby matches are held. The competition schedule has not yet been released but we will provide you with a schedule once it is released.

The High School season is followed by the Middle School Rugby program. Santa Barbara Catholic School ("SBCS") also utilizes the GRC Wettengel Rugby Field as a home field as they do not have their own field. GRC proposes access for SBCS practice. Enclosed is a calendar for SBCS practice. Further, the Wettengel Rugby Field is used on a regular basis for Middle School rugby matches. The competition schedule has not yet been released but we will provide you with a schedule once it is released.

**C. Access for Youth Rugby Training Program**

GRC is currently operating a youth rugby training program for U-14/16 rugby players who are planning to attend tournaments off-island in May 2020. Training is scheduled for December 2019 through May 2020. GRC proposes access to Wettengel Rugby Field for U14/16 youth training. Enclosed is a calendar indicating the schedule for U-14/16 practice.

**D. Access for Touch Rugby and Mens' & Womens' Practice**

For the last 15 years, GRC members and members of the community have played touch/flag rugby on Mondays, Wednesdays, or Fridays during twilight/evenings. The GRC Mens' and Womens' team has also utilized the fields for practice. GRC proposes access for those purposes. Enclosed is a calendar indicating the schedule for Touch Rugby and Mens' and Womens' practice.

**E. Access for Guam Rugby Club International 10s Tournament**

GRC is currently scheduled to host an International 10s Tournament for March 2020. GRC has hosted this tournament for the last 21 years. However, GRC has been unable to move forward with invitations in light of the lack of access and inability to use the fields. GRC proposes access for the Guam Rugby Club International 10s Tournament for March 10 to April 15, 2020.

**F. Access for Monitoring of Fields**

GRC proposes immediate access to GRC members to enable regular monitoring of the facilities and to prevent further vandalism and burglary attempts. The current field and buildings status appears derelict, which will encourage further burglary and vandalism. GRC proposes access to monitor the fields on a daily basis, at various hours by authorized key holders.

With respect to logistics of access, GRC proposes that key senior GRC Members/Players, coaches and GRC Board Members, and school coaches be provided with keys to the newly installed locked access way gate off Santa Monica Avenue. We will provide a list of those individuals once we come to an agreement for temporary access. GRC proposes that those designated key holders be responsible for and would complete closing and locking of the gateway at the completion of each days' normal GRC activities.

As we discussed, this proposal is for temporary access as we continue further negotiations to resolve these issues. Nothing in this letter shall be treated as an admission or waiver of rights by GRC. Because of the urgency of the matter and the upcoming holidays, we request that you discuss with your client and get back to us by **Wednesday, December 11, 2019.**

Sincerely,

**CALVO FISHER & JACOB LLP**

  
Genevieve P. Rapadas

Enclosures

GPR: jap/tr

cc: Administrative Director Jack Hattig III, Chamorro Land Trust Commission (via email)



Jon J.P. Fernandez  
Superintendent of Education

## **Simon A. Sanchez High School**

395 Juan Jacinto Road  
Yigo, Guam 96929  
Telephone: (671) 653-2313  
[www.simonsanchez.org](http://www.simonsanchez.org)



Carla D. Masnayon  
Principal

September 18, 2019

To Whom It May Concern:

My name is Randy Kakigi and I am the Athletic Director at Simon Sanchez High School. I was asked by my rugby coach, Ron Ruiz to comment on some things.

1. GRC has always supported the Sanchez rugby teams by allowing us to use their facilities at Wettengel Field.
2. We consider Wettengel as our home site during the high school rugby season. This allows us to host matches and raise badly needed funds to support our teams.
3. Our players enjoy using the facility because SSHS does not have a regulation field to practice or play on.
4. We ask that we be allowed continued use of Wettengel to further our player's opportunities in the sport of rugby.

  
Randy Kakigi

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*Our mission is to empower students to become productive citizens of the 21<sup>st</sup> century through a commitment to academic excellence, career preparation and civic engagement.*

Jessica R. Fejeran  
Assistant Principal

Melvin M. Finona  
Assistant Principal

Keith D. Quiambao  
Assistant Principal

Jesse T. San Nicolas  
Assistant Principal









Week Starting	Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Week Ending
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		



December 18, 2019

VIA EMAIL

[rapadas@calvofisher.com](mailto:rapadas@calvofisher.com)

GENEVIEVE RAPADAS  
Calvo Fisher & Jacob LLP  
259 Martyr Street, Suite 100  
Hagåtña, Guam 96910

Re: Response to December 6, 2019 Request for Temporary Access

Hafa Adai, Attorney Rapadas. This correspondence is in response to your letter dated December 6, 2019 Guam Rugby Club, Inc. Proposal for Temporary Access. This letter is further to confirm our discussion today related to my client's concerns that your request is essentially a request for a license through Hal's Angels fields for a two-year period, and that has Guam Rugby Club, Inc. ("GRC") not exhibited any good faith effort to utilize the 60' foot Right of Way that is immediately available to it on Lada Avenue but is relying upon its request to transit through the Hal's Angels fields out of convenience to GRC.

I represent Guam Hal's Angels Football Association, as it relates to all matters arising from its use of the football fields owned and licensed by the Chamorro Land Trust Commission on August 1, 2001 of what was subsequently re-subdivided and amended as Lot 10057-New-7, Dededo, Guam.

My client has reviewed your request for Temporary Access. However, the request submitted on December 6, 2019, appears to be extremely expansive, involving numerous dates and times, and is further subject to additional modifications based on various factors. For purposes of reference this is a list of entities for which you are requesting daily access:

Simon Sanchez High School Boy's Rugby Team Practice
Simon Sanchez High School Boy's Rugby Games
Simon Sanchez High School Girl's Rugby Team Practice
Simon Sanchez High School Girl's Rugby Games
Okkodo High School Varsity Girl's Rugby Team Practice
Okkodo High School Varsity Girl's Rugby Games
Okkodo High School Junior Varsity Girl's Rugby Team Practice
Okkodo High School Junior Varsity Girl's Rugby Games
Santa Barbara Catholic School Rugby Team Practice
Santa Barbara Catholic School Rugby Games
GRC Youth Rugby Training Program U-14/16
GRC Men's Touch Rugby Practice
GRC Women's Touch Rugby Practice
GRC International 10s Tournament preparation
GRC International 10s Tournament event

As set forth in the schedules provided, GRC is requesting daily access through the Hal's Angels fields for practices, games, and maintenance. Unfortunately, the original proposal of "Temporary access" appears more to be a full license to utilize a private easement through the Hal's Angels fields. This defined "Temporary Access" is not consistent with original discussion of the necessity of access in order to provide emergency access in the event of injuries during games.

Importantly, as Hal's Angels has repeatedly informed you, GRC is not land-locked. Assuming you have not had access to the GRC fields since August 2019, it begs the question of why GRC has not made any effort whatsoever to maintain the clearly defined access point from Lada Avenue? As shown on satellite imagery, there is a Lada Avenue access point that GRC has elected not to utilize, maintain or otherwise clear to ensure that it has suitable access to the GRC fields.



In an effort to fully understand the issue, I have conducted a site visit to confirm the availability of access on Lada Avenue. The GRC score board and light posts are clearly visible from the roadway, and most of the vegetation likely sits on the public easement. Additionally, if a permit to clear the easement would take as little as 30 days, it further begs the question of why GRC has not taken

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reasonable action to gain access through the Right of Way created for it in the subdivision survey maps? Had GRC submitted the permit request in August 2019, the permits would have already been granted and the work completed.

Moreover, while GRC asserts that its inability to access its fields through Santa Monica Avenue has adversely impacted its ability to maintain and monitor its fields, if GRC has had no access to the property, how did it become aware of vandalism on the property? Obviously, it must have been on the property to assess damage in order to communicate the necessary work to conduct repairs; i.e. your correspondence details the damage to the Generator room, electrical panels and missing equipment. Additionally, while GRC attempts to lay the blame at the feet of Hal's Angels of the lack of access contributing to the vandalism, the same vandalism is occurring on the Hal's Angels field. Hal's Angels should not be publicly smeared for this situation, as they are not the parties who created these circumstances. The full blame should be placed where it belongs, and that it is at the feet of the vandals responsible.

As I have repeatedly advised you, Hal's Angels seeks written reassurance that the request for Temporary Access is in fact temporary in nature. Any written reassurance should address the following:

First, daily transit through Hal's Angels fields for a two-year period is not acceptable as a temporary arrangement. What reasonable attempts has GRC made to clear the Lada Avenue access for its daily use; if no attempts are being made, an explanation of the non-action. Based on our discussions to date, it appears to me that the GRC position is simply that it is not in line with their original proposed plan, and GRC is refusing to utilize Lada Avenue as a potential access point notwithstanding that it is clearly identified in the subdivision maps.

Second, GRC has provided no reassurance that the transit through Hal's Angels fields will not be utilized for parking during practices, trainings, tournaments, events or maintenance. GRC has made no attempt to allay Hal's Angels' concerns about this issue. What is the temporary plan to ensure that users of the GRC fields will not impede access to the Hal's Angels lower field development, and use?

Third, I have been informed that there currently exists a Chamorro Land Trust Commission order directing GRC to remove a waterline that sits on Hal's Angels fields, and that order has existed for more than a year. What efforts if any has GRC made to come into compliance with the order? Based on our discussions, it appears to me that the GRC position is that the CLTC Order is non-enforceable, was not an authorized act of the CLTC or is not the current position of the CLTC? The current GRC waterlines should be immediately relocated; at a minimum, as a showing of good faith.

Finally, as I informed you, the GRC has made this request to Hal's Angels, but has made no reference or offered any consideration for the significant license it is seeking from Hal's Angels for a two-year period. I had previously indicated that the installation of a permanent fence line at the close of the two-year period, between the properties, may be sufficient consideration for the request, but that was flatly denied. No counter offer has been made; no offer to conduct maintenance; no offer to assist in field development of the Hal's Angels lower field. In an effort to reach a mutually acceptable agreement, I would highly suggest that GRC consider the long-term effect its request will have on the Hal's Angels use of its fields, and how the GRC can alleviate some of those concerns. The effect on Hal's Angels does not appear to be a consideration whatsoever for GRC in the current proposal.

Please be advised that this letter shall also serve as a formal request for notice of any action or motion before the CLTC related to the Hal's Angels field, including any temporary access and licensure discussions.

If you wish to discuss this matter further, please do not hesitate to contact me. I have previously provided you my mobile number so that you may get a hold of me, as necessary.

Senseramente,

  
JACQUELINE TAITANO TERLAJE

cc: Chamorro Land Trust Commission  
Nicolas Toft, Legal Counsel for Chamorro Land Trust Commission

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(Space above this line for Recorder's use only.)

### RIGHT OF ENTRY AGREEMENT

**THIS AGREEMENT** made and entered into on the \_\_\_\_ day of \_\_\_\_\_ **2019**, by and between **CHAMORRO LAND TRUST COMMISSION, P.O. BOX 2950, HAGATNA, GUAM 96932** hereinafter called the **"GRANTOR"** and the **GUAM RACING FEDERATION, 976C CROSS ISLAND ROAD, SANTA RITA, GUAM 96915** hereinafter called the **"GRANTEE"**, hereby grant, authorize and permit the **"GRANTEE"** to enter the subject property designated as the Guam Raceway Park, situated in the Municipality of Yigo, Guam

### WITNESSTH

**WHEREAS**, the **"GRANTEE"** shall enter the property in order to use and operate facilities created for a raceway park on the following described property:

**Lot Number 7161-R1, Municipality of Yigo, consisting of approximately 1,019,844 square meters (252 acres), as shown on Department of Land Management Survey Map, L.M. No. 416FY87, shown in Exhibit "A".**

**WHEREAS**, this Agreement is limited and shall expire on May 31, 2020 which is the expiration of the second (2<sup>nd</sup>) six (6) month lease extension granted or until the Recordation of a Commercial Lease between **CHAMORU LAND TRUST COMMISSION AND GUAM RACING FEDERATION** whichever occurs first.

**NOW THEREFORE**, agreed that the above stated property, the **"GRANTOR"** hereby agree that the **"GRANTEE"** and/or its duly authorized representative shall have the right to enter upon the above subject parcel together with the existing facilities and shall be prohibited to construct any other facilities, and also prohibited from conducting any public activities until proof of liability insurance is acquired and present to **CLTC**.

**OWNER:  
CHAMORRO LAND TRUST COMMISSION**

**FOUNDATION:  
GUAM RACING FEDERATION**

By: \_\_\_\_\_  
**PIKA FEJERAN**  
Chairwoman

By: \_\_\_\_\_  
**HENRY SIMPSON**  
General Manager

A C K N O W L E D G E M E N T

In and for Guam            )  
  )ss  
City of Tamuning            )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public in and for Guam, personally appeared **Pika Fejeran**, known to me to be the person whose name are subscribed to the foregoing **Right of Entry Agreement** and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day, month and year first above written.

\_\_\_\_\_  
Notary Public





# CHAMORRO LAND TRUST COMMISSION

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made effective as of \_\_\_\_\_, 2019, between the **CHAMORRO LAND TRUST COMMISSION**, whose mailing address is PO Box 2950, Hagåtña, Guam, 96932 [hereinafter referred to as "**LESSOR**"] and the **GUAM RACING FEDERATION**, whose mailing address is 976 Cross Island Rd., Apt. C, Santa Rita, GU 96915 [hereinafter referred to as "**LESSEE**"].

### RECITALS

**WHEREAS, LESSOR** has jurisdiction over **LOT NO. 7161-R1, Municipality of Yigo, Guam**, by virtue of the "Administrative Transfer of Jurisdiction of Certain Government of Guam Lands" dated January 19, 1994, recorded with the Department of Land Management, Government of Guam, under Document No. 503740 at the Department of Land Management; AND,

**WHEREAS, LESSEE** had demonstrated interests to the Government of Guam in commercially leasing **LOT NO. 7161-R1, Municipality of Yigo, Guam**, (hereinafter referred to as the "Property") for the purpose of a raceway park; AND,

**WHEREAS, LESSEE** realized a need to provide for this raceway park and has organized and registered as a non-profit organization consisting of the various types of automotive, motorcycle racing endeavors, but not limited to, drags, off-road, motorcycle, grand prix, go-cart, monster trucks, low-rider car shows and other spectator and entertainment events; AND,

**WHEREAS, LESSEE** is particularly interested in the portion of the Property described as follows:

**LOT NO. 7161-R1, YIGO**, as delineated in that certain sketch marked Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference.

**WHEREAS**, the Property was previously licensed to **LESSEE** for the same purposes and **LESSEE** has done significant improvements to the Property to get it into its current condition;

**WHEREAS**, **LESSEE** has demonstrated public support for their project; **AND**,

**WHEREAS**, said portion of the Property can be used effectively by **LESSEE**; **AND**,

**NOW THEREFORE**, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

(1) **GRANT OF LEASE; DESCRIPTION OF PREMISES.** LESSOR hereby grants to **LESSEE** a lease to occupy and use, subject to all of the terms and conditions of this Agreement, the following described real property:

LOT NO. 7161-R1, YIGO, as delineated in that certain sketch marked Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference.

(2) **LIMITATION TO DESCRIBED PURPOSE.** The above-described real property may be occupied and used by **LESSEE** for commercial purposes to include the operation of a raceway related support facility and various outdoor events and continuing for a period of fifty (50) years from such date.

(3) **COMPENSATION.**

(A) LESSOR and LESSEE expressly acknowledge that compensation for this LEASE shall be the flat fee set forth below, or ten percent (10%) of the gross revenues per month, whichever is greater. Said amount shall be verified by a yearly audit performed by a CPA licensed to do business on Guam at LESSEE's expense.

YEAR	PAYMENT DUE
1 – 5	\$4,000.00
6 – 10	\$4,400.00
11 – 15	\$4,840.00
16 – 20	\$5,324.00
21 – 25	\$5,856.00
26 – 30	\$6,412.00
31 – 35	\$7,053.00
36 – 40	\$8,534.00
41 – 45	\$9,387.00
46 – 50	\$10,326.00

(B) Payments shall be made on the first day of each month of the effective date of this Agreement, and continuing thereafter until termination of this Agreement to the statutory requirements of Title 21, Guam Code Annotated §75107 et seq.

(C) There shall be a late fee of four percent (4%) above the prime rate, calculated daily and compounded monthly, without demand from the date due until payment received from LESSEE.

(4) **TERMINATION.** This Agreement may be terminated by either party on ninety (90) days' written notice for cause for the non-compliance of any provisions of the Chamorro Land Trust Act or any adjudicated regulations of LESSOR. Upon termination by the notice or expiration of the Lease, this Agreement shall become null and void, except that LESSOR may enforce any and all obligations of LESSEE arising out of acts or failure to act, occurring prior to such termination.

(5) **TAXES AND FEES.** Any and all taxes, fees and assessments levied upon the real property and any improvements thereon described herein shall be waived so long as LESSEE maintains its Non-Profit status.

(6) **INTEREST IN REAL PROPERTY.** LESSEE expressly acknowledges and agrees that it does not and shall not claim at any time any interest or estate of any kind or extent other than as LESSEE, in the above-described real property of LESSOR, by virtue of the rights granted under this Agreement or its occupancy or use granted herein.

(7) **ASSIGNMENT OF RIGHTS.** The rights of LESSEE under this Agreement are personal to LESSEE and may not be transferred or assigned to any other person, firm, corporation or other entity.

(8) **SUBLEASE.** LESSEE may, with the written consent of LESSOR, which consent shall not be unreasonably withheld, enter into Sublease Agreements for portions of the leased property to provide racetrack affiliated purposes to include, but not limited to, gas station, warehouses for vehicles and vehicle repair, restaurants/food vendors and driving schools. LESSOR and LESSEE shall share in the sublease of rental of the real property portion only, Fifty/Fifty (50/50).

(9) **INDEMNIFICATION OF LESSOR.** Notwithstanding anything to the contrary in this Lease Agreement and irrespective of any insurance carried by LESSEE for the benefit of LESSOR, LESSEE agrees to hold LESSOR from any and all claims or demands made by third persons for loss, damage or injury including claims for property damage, personal injury or wrongful death occurring in, on, or about the Property, including sidewalks and parking areas adjacent thereto, or occasioned by nuisance made or suffered on the Property, or by and fire thereon, or growing out of, or cause by any failure on the part of LESSOR for all costs and attorney's fees in connection with the defense of any such claim.

(10) **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** LESSEE and any sublessees shall procure, at its own cost and expense and keep in force during said term for the mutual benefit of LESSOR and LESSEE, a policy of comprehensive liability insurance in such form and with such insurance company as LESSOR shall approve, a policy in the sum of \$1,000,000.00 insuring against the claims of personal injury and property damages until the year 2025. Thereafter, the parties shall agree upon the policy limits to be in place thereafter.

Said policy or policies shall also contain a clause stating that the insurer will not cancel or change the insurance coverage without first giving LESSOR thirty (30) days prior written notice of such change or cancellation.

(A) **Policy Form.** Policies shall be for the mutual and joint benefit and protection of LESSOR. LESSEE and LESSOR's mortgage, if any, and executed copies of such policies of insurance or certificates thereof shall be delivered to LESSOR within ten (10) days after delivery of possession of the premises to LESSEE and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall name LESSOR as an additional insured or loss payee, and shall contain a provision that LESSOR, although named as an additional insured or loss payee shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the acts, omission and/or negligence of LESSEE. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by LESSEE in like manner and to like extent. All policies of insurance delivered to LESSOR must contain a provision that the company issuing said policy will give to LESSOR thirty (30) days notice in writing in advance of any cancellation or lapse of insurance or the effective date of any reduction in the amounts of insurance. All public liability, property damage or other casualty policies shall be written as primary policies, not contributing with and not in excess of coverage which LESSOR may carry.

(11) **USE OF PROPERTY.** LESSEE may alter the property in order to make it usable for the purposes stated herein. This alteration shall include, but is not limited to, the removal of top soil and/or coral from the Property, re-contouring the Property, and constructing appropriate



facilities upon the Property. Fifty percent (50%) or the value thereof, less all engineering costs, shall be the property of LESSOR. LESSEE may sell the materials, and (i) deliver LESSOR's share of the proceeds to LESSOR for use by LESSOR as is permitted under the Chamorro Land Trust Act; or (ii) if LESSOR so desires, LESSEE may create a credit on the book of the buyer in the name of the Chamorro Land Trust Commission for the future use of the Commission. The volume and quantity of the material removed as set forth above shall be verified by LESSEE having a topographical survey prepared before any recontouring shall occur and then a second topographical survey prepared after the project is completed. The money received by LESSEE for the sale of this material shall not be included as income for the calculation of rent due.

(A) At the time of the termination of Lease, LESSOR shall determine whether or not it desires to have the property returned to its pristine condition. If that is the desire of LESSOR, it is the responsibility and the sole cost of LESSEE to remove any and all improvements placed upon the Property. Should LESSOR desires to take the Property "as is" they must advise LESSEE within sixty (60) days of the termination of the Lease Agreement of their desire to take the Property back, as is.

(12) **ENVIRONMENTAL SITE ASSESSMENT.** LESSEE shall be required to continue, at their own expense, to involve EPA in all work performed to modify the leased property and obtain all necessary permits to perform any and all modifications on the property and construction of facilities upon the property.

(13) **EVENTS OF DEFAULT; TERMINATION.** In any of the following events (each an Event of Default"):

(A) If rent or any part thereof shall not be paid on any day when such payment is due, CLTC may, at any time thereafter, give notice of such failure to LESSEE, and if the failure is not remedied by LESSEE within five (5) days after the giving of such notice; or

**(B)** If LESSEE shall fail or neglect to perform or comply with any of the terms, covenants or conditions contained in the Lease (other than the covenants to pay rent) on the part of LESSEE to be performed or observed, CLTC may, at any time thereafter, give notice of such failure or neglect to LESSEE and if LESSEE:

- (i) If the matter complained of in such notice is not capable of being remedied by the payment of money, has not corrected the matter complained of within a period of five (5) days after the giving of such notice; or,
- (ii) If the matter complained of in such notice is not capable of being remedied by the payment of money has not corrected the matter complained of within a period of twenty (20) days after the giving of such notice; or, if a period of more than such twenty (20) days is reasonably required to remedy with reasonable diligence, the matters complained of in such notice, has not forthwith commenced to remedy the same and diligently prosecute the remedying of the same to completion; or,
- (iii) In the event of insolvency shall have occurred with respect to LESSEE; or,
- (iv) A breach of any obligation by LESSEE which has resulted in cancellation of insurance coverage where LESSEE has not prior to or concurrent with such cancellation replaced such coverage with comparable coverage or breach of an obligation where there has been a notice of cancellation of insurance coverage which has not been cured and where LESSEE has not, within the period of time set out in such notice (or within ten (10) days where no period is set

out therein) replaced such coverage with comparable coverage or which is otherwise a breach of the obligations respecting insurance; or,

- (v) Abandonment of such project by **LESSEE**, or then the CLTC, at its option, may terminate the Lease by notice to **LESSEE**, in which event such termination shall be effective immediately upon the delivery of such notice and may enter upon the property with or without process of law and take possession thereof.

(14) **RIGHT TO CURE DEFAULTS.** Without limiting any other remedies, the CLTC may have arising out of a lease or at law in respect of any default in the performance of **LESSEE**'s obligations under a lease, the CLTC shall have the right, in the case of any default and without any re-entry or termination of a lease, to enter upon the property and cure or attempt to cure such default (but this shall not obligate the CLTC to cure or attempt to cure any such default or, after having commenced to cure or attempt to cure such default, prevent **LESSOR** from ceasing to do so) and **LESSEE** shall promptly reimburse the CLTC any expenses incurred by the CLTC in so doing and the same be recoverable as rent.

(15) **NO WARRANTY.** **LESSOR** does not warrant or represent that the real property described above is suitable for the purposes for which it is permitted to be used, nor that **LESSEE** is specifically entitled to the issuance of any permits necessary to carry out any activity on said real property.

(16) **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

(17) **MODIFICATION OF AGREEMENT.** Any modification of this Agreement or

additional obligation shall be binding only if evidenced, in writing, signed by each party or an authorized representative of each party.

(18) **GOVERNING LAW.** It is agreed that this Agreement shall be governed by, constructed, and enforced in accordance with 21 GCA Chapter 75, and the laws of Guam.

(19) **NO WAIVER.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

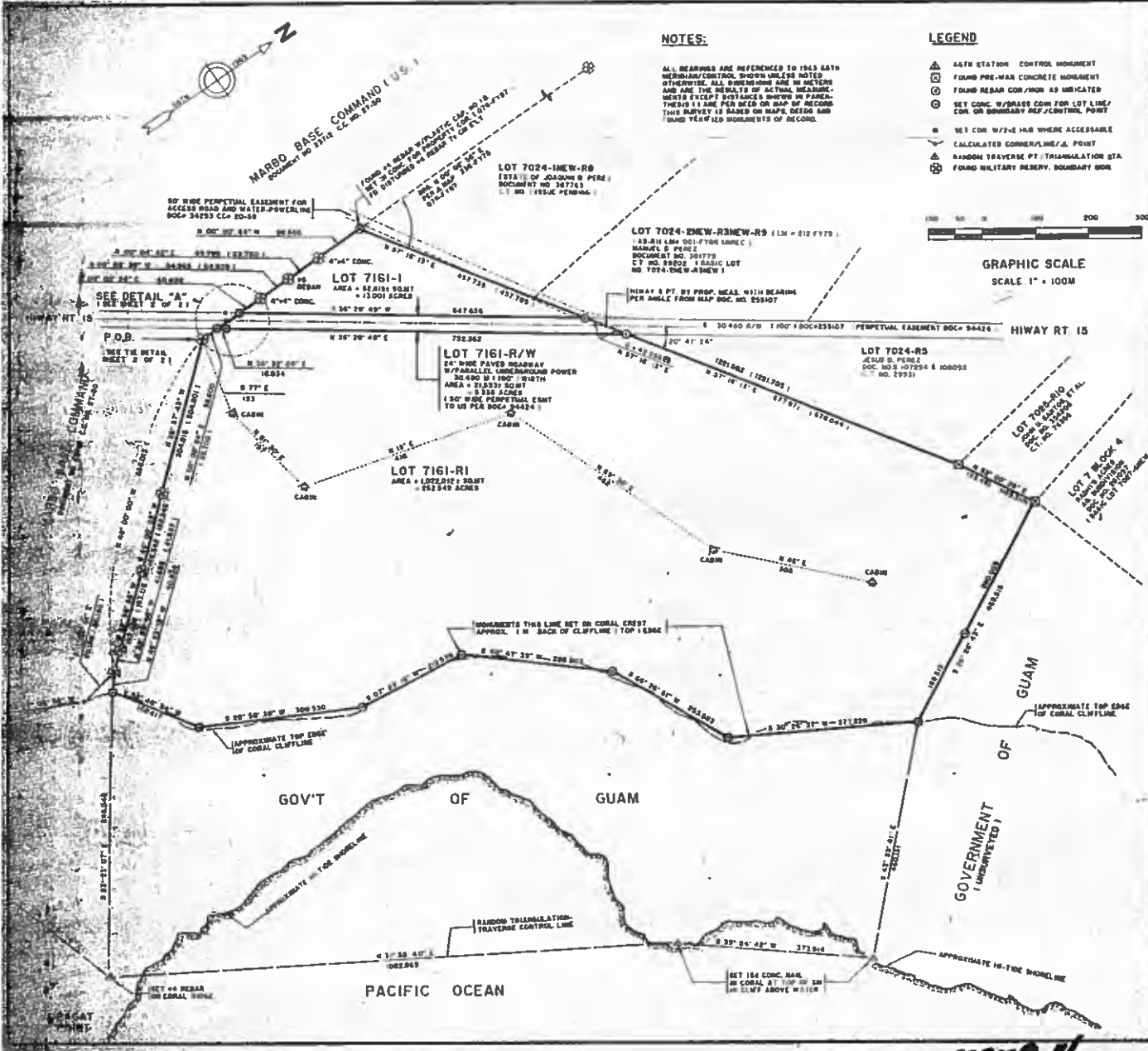
(20) **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of any respective successors of the parties.

(21) **NOTICES.** Any notice provided for or concerning this Agreement shall be made, in writing, and shall be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth at the beginning of this Agreement.

(22) **PRE-EXISTING CONDITIONS AND RELEASE OF LIABILITY.** The parties recognize there may be known or unknown pre-existing conditions on the subject Property, and agree to hold each other harmless from any liability arising out of such conditions.

IN WITNESS WHEREOF, this Lease Agreement has been enacted by the LIHESLATURAN GUAHAN, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

5958 1/2 5958

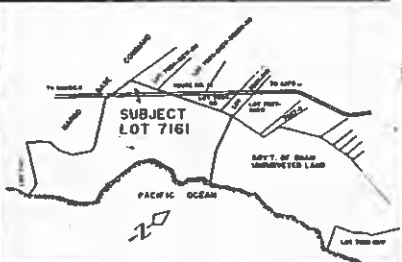


**NOTES:**

All bearings are referenced to 1963 EARTH MERIDIAN/CONTROL, SHOWN UNLESS NOTED OTHERWISE. ALL DIMENSIONS ARE IN METERS AND ARE THE RESULTS OF ACTUAL MEASUREMENTS EXCEPT DISTANCES SHOWN IN PARENTHESIS ( ) ARE PER DEED OR MAP OF RECORD. THIS SURVEY IS BASED ON MAP, DEED AND FOUND TRAVELER MEASUREMENTS OF RECORD.

**LEGEND**

- ▲ 447N STATION CONTROL MONUMENT
- ⊕ FOUND PRE-WAR CONCRETE MONUMENT
- ⊕ FOUND REBAR CON/IRON AS INDICATED
- ⊕ SET CONC. W/PLASS CON FOR LOT LINE/COR. OR BOUNDARY REF/CONTROL POINT
- ⊕ SET COR. W/3-6 HAS WHERE ACCESSIBLE
- ⊕ CALCULATED CORNER/LINE/Δ POINT
- ⊕ RANDOM TRAVERSE PT. TRIANGULATION STA.
- ⊕ FOUND MILITARY RESERVE BOUNDARY BORN



- REFERENCES:**
1. LHM 506-PT75 BY AMB. U.S. NAVY, DOC# 107294
  2. LHM 506-PT75 BY U.S. NAVY, 1947, DOC# 107294
  3. LHM 506-PT75 BY U.S. NAVY, 1947, DOC# 107294
  4. LHM 506-PT75 BY U.S. NAVY, 1947, DOC# 107294
  5. LHM 506-PT75 BY U.S. NAVY, 1947, DOC# 107294
  6. US NAVY FAC 506-02500000 W/RETS FOR MARINE BARRACKS, GUAM, DATED JANUARY 1978
  7. US NAVY 506-02500000 W/RETS FOR MARINE BARRACKS, GUAM, DATED JANUARY 1978
  8. US NAVY 506-02500000 W/RETS FOR MARINE BARRACKS, GUAM, DATED JANUARY 1978
  9. US NAVY 506-02500000 W/RETS FOR MARINE BARRACKS, GUAM, DATED JANUARY 1978
  10. US NAVY 506-02500000 W/RETS FOR MARINE BARRACKS, GUAM, DATED JANUARY 1978

CERTIFICATE OF SURVEYOR:  
I, AMOS E. COFFELT, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT IS BASED ON A FIELD SURVEY MADE ON/IN AND ABOUT 1987 IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, AND THAT MONUMENTS AND LOT CORNERS HAVE BEEN SET AS SHOWN HEREON.

*Amos E. Coffelt*  
AMOS E. COFFELT, No. 66 DATE 12-11-88



THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH THE REQUIREMENTS OF CHAPTER 9, TITLE 14, GOVT CODE OF GUAM AND REGULATIONS THEREUNDER.

*John B. York*  
JOHN B. YORK, No. 10 DATE 1-11-89

APPROVAL PURSUANT TO PUBLIC LAW 6-426, TITLE 14, GOVT OF GUAM CODE

*Richard Roman*  
RICHARD ROMAN, No. 12 DATE 12/29/87

APPROVED:

*Richard Roman*  
RICHARD ROMAN, No. 12 DATE 12/29/87

**PARCEL SURVEY MAP OF LOT 7161 FOR LAND REGISTRATION MUNICIPALITY OF YIGO**

L.R. 15, SEC. 11 & L.S. 10, SEC. 2 & 3 (UNDEVELOPED QUAD.)

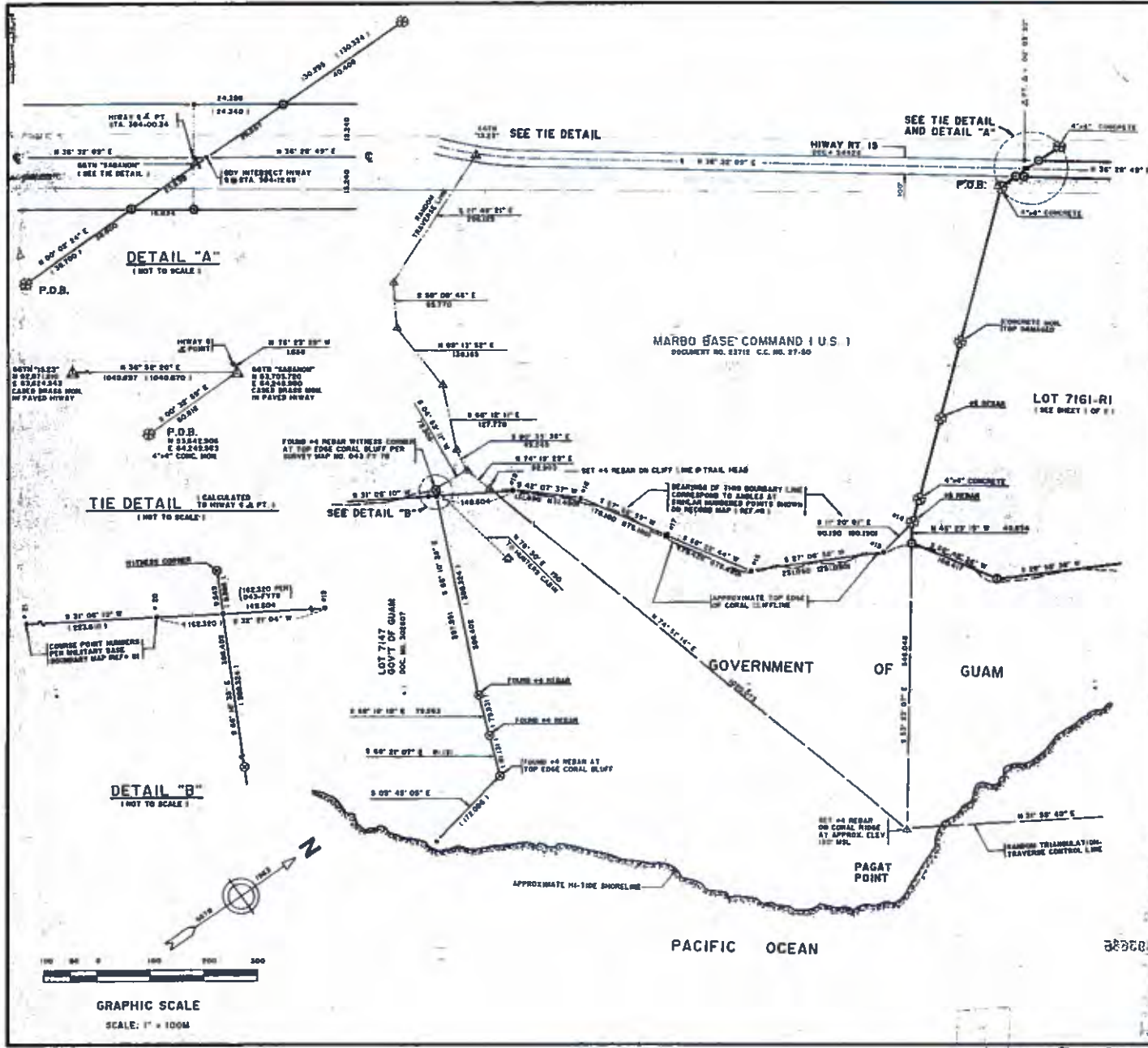
FIELD DATA	DATE	BASIC LOT NO.	DATE
FIELD	6-18-87	7161	1987
BOOK NO.	PHS 073	CERTIFICATE NO.	NONE
COMPUTED BY:	A.S.R.	REGISTERED OR UNREGISTERED	
DRAWN BY:	A.S.R.	NO. OF THE MAPS OF:	
RESEARCHER BY:	A.E.C.	GOVERNMENT OF GUAM	
CHECKED BY:	A.E.C.	DATE	12-11-87
PREPARED FOR:	FACTORY 10	AND APPROVED BY:	
DATE:	12-11-87	DATE:	12-11-87

SCALE AS SHOWN LAND MANAGEMENT SHEET 1 OF 2 BYE NO. 47 ONE NO. 411 FT. 87.

**AMOS E. COFFELT**  
REGISTERED LAND SURVEYOR NO. 66

5958 1/2





SEE SHEET FOR VICINITY MAP, REFERENCES AND CERTIFICATES - APPROVALS



REVISION	DESCRIPTION	BY	APPROVED DATE

**PARCEL SURVEY MAP OF LOT 7161 FOR LAND REGISTRATION MUNICIPALITY OF YIGO**

L.S. 15, SEC. 15 & L.S. 16, SEC. 2 & 3 (USAS DEPEND QUAD.)

SURVEY DATA	DATE	SECTION DATA
FIELD	A.C.C. 8-18-87	BASIC LOT NO. 7161
BOOK NO.	PHE 87-1	CERTIFICATE NO. NONE
COMPUTED BY:	N.S.R. 7-22-87	REGISTERED OR UNREGISTERED
DRAWN BY:	N.S.R.	IN THE NAME OF:
PREPARED BY:	A.E.C. JAN-NOV 87	GOVERNMENT OF GUAM
CHECKED BY:	A.E.C. 12-18-87	

PREPARED FOR, SATISFACTORY TO AND APPROVED BY:

*[Signature]* LAND DEPT. ACTING DIRECTOR DATE

SCALE AS SHOWN	LAND MANAGEMENT
UNLESS OTHERWISE NOTED	
GRAPH. NO. 87-01	NO. 415 1" = 100' FT. 87

**JAMES E. COFFELT**  
REGISTERED LAND SURVEYOR, GUAM

385686

GRAPHIC SCALE  
SCALE: 1" = 100M



**Chamorro Land Trust Commission**  
**Commercial and Cultural Lease/License Listing**

Company Name	Lot Description	Area (sqm)	Signing Date	Lease Expiration Date	Rate	Accounts Receivable 8/20/2019
<b>Operations Fund:</b>						
Agfayan, Inc.	Lot No. 10063 REM Portion-3, Dededo	5,432.00	7/1/2005	7/1/2025	3,500.00	3,500.00
Ambros, Inc.	Lot Nos. 1417-1 and 1418-1, Hagatna	189.25	4/1/2005	3/31/2026	1,560.00	(1,560.00)
Bernard Watson	Lot No. 7159, Yigo	40,460.00	7/1/2006	6/30/2026	1,200.00	
Cushing Zoo - James Walter & Barbara Benavente Cushing	Lot No. 5133-1-2	1,024.00	3/26/2018	3/25/2048	1.00	(28.00)
DOCOMO (Guamcell Communications)	Lot No. 17-1-1, Block F, Tract 9, Barrigada	966.00	10/1/1999	9/30/2018	520.00	
DOCOMO (Guamcell Communications)	A portion of Lot No. 354-7 Inarajan Lot No. 354-R6-R/W, Inarajan	791.00	8/11/1999	8/10/2019	320.00	
DOCOMO (Guamcell Communications)	Lot No. 7717-4, Yigo	1,338.00	8/1/2004	7/31/2024	310.00	
DOCOMO (Guamcell Communications)	Lot No. 10125-11-R2, Dededo	232.25	9/1/2005	11/1/2021	109.15	
DOCOMO (Guamcell Communications)	Lot No. 10129-3, Dededo	232.25	11/1/2001	11/1/2021	109.15	
DOCOMO (Guamcell Communications)	Lot No. 278-5, Umatac	929.00	11/1/2001	11/1/2021	145.72	
DOCOMO (Guamcell Communications)	Lot No. 102-2, Yona	175.95	11/1/2001	11/1/2021	78.68	
Evelyn Store	Lot No. 212 Umatac	504.00	2/1/2003	2/1/2023	26.00	910.00
Guam Broadcasting Partners / Sorensen Media Group	Lot No. 11-R11, Block D, Tract 9, Barrigada	6,069.84	12/1/1986	11/30/2037	896.09	23,349.91
Guam Hals Angels Football Association	Lot No. 10057NEW-R6	36,351.00	8/1/2001	7/31/2022	0.00	
Guam International Country Club	Lot No. 10122-12, Mogfog, Municipality of Dededo	829,124.00	2/1/2014	1/31/2039	288,529.00	48,088.16
Guam Racing Federation (6 month extension)	Lot No. 7161-R1 Yigo	1,011,717.50	6/1/2019	11/30/2019	4,000.00	(12,000.00)
Guam Resource Recovery Partners	Parcel B of Lot No. 439-R1	352,872.12	12/31/2002	12/30/2022	4,400.00	281,600.00
Guam Rugby Club	Lot No. 10057-New-5, Dededo	48,951.00	6/1/2002	5/31/2022	0.00	
IT&E Overseas	Lot No. 10125-R12-1 Dededo	232.00	1/5/2000	1/4/2020	69.68	
IT&E Overseas	Lot No. 5419-3-1, Mangilao	342.00	1/1/2007	1/1/2027	90.00	
IT&E Overseas	Lot No. 7117-4-1, Yigo	1,323.00	1/5/2000	1/4/2020	350.00	
IT&E Overseas	Lot No. 7160-3-1, Yigo	929.00	1/1/2007	1/1/2027	260.00	769.68
iConnect	Lot No. 10129-4 Dededo	929.00	5/1/2003	5/1/2023	349.32	
iConnect	Lot No. 470-2-1 Santa Rita	929.00	6/1/2003	6/1/2023	315.00	
iConnect	Lot No. 278-24 Umatac	929.00	8/1/2006	7/31/2026	374.76	2,078.16
Johnny Cool Towing	Lot No. 5149-6, Dededo (behind Global Laundry which is at the corner of Route 16 and Harmon Loop Road.)	3,783.00	4/9/1999	4/8/2020	477.88	(4,264.56)
KGTF (In-Kind services in lieu of cash payment)	Lot 10-R3, Block D, Tract 9, Barrigada Heights	5,307.00	1/1/2007	12/31/2028	850.00	
KM Communications / KM Broadcasting Guam, LLC	Lot No. 10-4, Block D, Tract 9, Barrigada	2,060.00	9/1/2000	8/31/2020	1,348.68	1,348.68
Ko'Ko Recycling	Lot 5219-1-1 Barrigada	22,104.00	7/1/2001	6/30/2023	6,631.20	
MOYCOM	Lot No. 10-1, Block D, Tract 9, Barrigada Heights	1,619.00	5/1/2004	4/30/2025	850.00	
TATA Communications	A 6 foot by 320 foot section of the Taleyfac Reef Flat (submerged lands) adjacent to and abutting Lots 301-A-1 and 301-A-2, Agat	178.00	10/1/2001	9/30/2021	5,000.00	
Teleguam Holdings, LLC (GTA)	Lot 1-1, Block 30, Municipality of Hagatna	1,375.00	1/1/2015	1/1/2034	351,900.00	
Teleguam Holdings, LLC (GTA)	Lot 477-1, Municipality of Agat	1,860.00	1/1/2015	1/1/2034	Inclusive	
Teleguam Holdings, LLC (GTA)	Lot 98-2G, Municipalities of Agat, Piti and Yona	1,864.00	1/1/2015	1/1/2034	Inclusive	
Teleguam Holdings, LLC (GTA)	Lot 9-1, Block D, Tract 9, Municipality of Barrigada	929.00	1/1/2015	1/1/2034	Inclusive	
Teleguam Holdings, LLC (GTA)	Lot 1109-2-1, Municipality of Mangilao	632.95	1/1/2015	1/1/2034	Inclusive	
Teleguam Holdings, LLC (GTA)	Lot 10129-3NEW, Municipality of Dededo	929.00	1/1/2015	1/1/2034	Inclusive	
Teleguam Holdings, LLC (GTA)	Lot 10063-NEW, Municipality of Dededo	2,856.93	1/1/2015	1/1/2034	Inclusive	
Teleguam Holdings, LLC (GTA)	Lot 2139-NEW-2, Municipality of Tamuning	463.00	1/1/2015	1/1/2034	Inclusive	
Teleguam Holdings, LLC (GTA)	Lot 5173-NEW-2-2NEW, Municipality of Tamuning	929.00	1/1/2015	1/1/2034	Inclusive	
Teleguam Holdings, LLC (GTA)	Lot 5120-4NEW-R1NEW, Municipality of Tamuning	2,511.54	1/1/2015	1/1/2034	Inclusive	
Teleguam Holdings, LLC (GTA)	Lot 24, Municipality of Merizo	1,492.00	1/1/2015	1/1/2034	Inclusive	
Teleguam Holdings, LLC (GTA)	Lot 5NEW-R1, Block 2, Municipality of Piti	2,182.00	1/1/2015	1/1/2034	Inclusive	
Teleguam Holdings, LLC (GTA)	Lot 7004-6-1, Municipality of Yigo	1,579.37	1/1/2015	1/1/2034	Inclusive	

**Chamorro Land Trust Commission  
Commercial and Cultural Lease/License Listing**

Company Name	Lot Description	Area (sqm)	Signing Date	Lease Expiration Date	Rate	Accounts Receivable 8/20/2019
Teleguam Holdings, LLC (GTA)	Lot 3319-R2, Municipality of Chalan Pago and Ordot	3,716.00	1/1/2015	1/1/2034	Inclusive	
Teleguam Holdings, LLC (GTA)	Lot 381-3, Municipality of Inarajan	2,235.00	1/1/2015	1/1/2034	Inclusive	
Teleguam Holdings, LLC (GTA)	Lot 10063-REM Portion 2, Municipality of Dededo	2,342.00	1/1/2015	1/1/2034	Inclusive	
Teleguam Holdings, LLC (GTA)	Lot 360-2-2, Municipality of Inarajan	1,063.00	1/1/2015	1/1/2034	Inclusive	
Teleguam Holdings, LLC (GTA)	Lot 527, Parcel A, Municipality of Merizo	6,000.00	1/1/2015	1/1/2034	Inclusive	
United States Postal	Portion of Lot No. 443 Part 1-2New-R1, Agat	6,600.00	1/1/2015	12/31/2019	6,794.00	
United States Postal	Lot No. 18, Tract 3621, Inarajan	946.36	1/1/2015	12/31/2019	4,232.00	3,648.16
WJM, Inc. dba Guam Home Center	Lot No. 10068-R1, Dededo	1,914.00	4/1/2005	4/1/2047	3,600.00	

Suvey & Infrastructure Fund:						
LKC Farmers Corporation	Lot No. 10090-1-1	20,240.00	12/1/2015	11/30/2020	2,765.00	
Teleguam Holdings, LLC (GTA)	A 6 feet wide by 560 feet section of the Tepungan Reef Flat adjacent to and abutting Pedro C. Santos Memorial Park, Portion of Lot No. 262 Cable Raceway Easement Piti Guam	312.15	12/28/2016	12/27/2036	5,000.00	
United States Postal	Building 125, Iglesias Circle, Dededo	318.00	3/1/2017	2/28/2022	5,500.00	1,833.40

Total Sqm 2,443,313.46  
Total Acres leased/licensed as of 4/24/2019 603.76

Cultural Leases:						
Asahi Association of Guam	Lot No. 11, Block 3, Tract 1143, Dededo	1,920.00	6/1/2008	6/1/2033	100.00	
Inadahele Lina'la Kotturan Chamoru Inc.	Lot No. 5173-1-R2New-4New-1, Tamuning	32,374.96	12/1/2006	12/1/2026	0.00	
Palauan Community Association of Guam	Lot No. 13, Block No. 3, Tract No. 1143, Dededo	1,920.00	11/21/2014	11/21/2039	100.00	

Commercial Property Identified & Declared	Lot Description	Area				
Resolution 2016-10	Lot 5075-REM-A NEW-R1, Tamuning	1.9 acres				
Resolution 2016-11	Lot 7054-R5, Yigo	12 acres				
Resolution 2016-12	Tract 10123, Yigo	30 acres				
Resolution 2017-04	Lot 5173-1-R2NEW-6 & Lot 5173-1-R2NEW-R6, Tamuning	34 acres				
Resolution 2017-05	Lot 12, Tract 111, Tamuning	2,564 sqm				

\* CLTC has availed of GEDA's property management services and authorized GEDA to commence the soliciting process in accordance with P.L. 33-95 memo dated June 24, 2019.



The Honorable  
**LOURDES A. LEON GUERRERO**  
Maga'Håga · Governor

The Honorable  
**JOSHUA F. TENORIO**  
Sigundo Maga' Låhi · Lieutenant Governor



**VINCENT P. ARRIOLA**  
Director  
**JESSE G. GARCIA**  
Deputy Director

20-0068

14 JAN 2020

Mr. Jack E. Hattig, III  
Administrative Director  
Department of Land Management  
Chamoru Land Trust Commission (CLTC)  
P.O. Box 2950  
Hagatna, Guam 96931

Chamoru Land Trust Commission  
(Kimmision Inanochkan Tano Chamoru)

January 15, 2020

RECEIVED BY Lydia TME 3:57pm  
Tolken

Ref: **Route 14 Resurfacing Project**  
**Project No. GU-THS-0014 (002)**  
**REQUEST FOR TEMPORARY USE OF CHAMORU LAND TRUST LAND AT LOT**  
**5173-1-R2NEW-R4 AS CONTRACTOR STAGING AREA**

Dear Mr. Hattig:

The Government of Guam Department of Public Works (DPW) and Federal Highway Administration (FHWA) plans to resurface Route 14 (Chalan San Antonio) from the Route 1 intersection (Marine Corps Drive) to and inclusive of the Archbishop Felixberto Traffic Circle. The project also includes pavement rehabilitation of Route 14 (San Vitores Rd) from Archbishop Felixberto Traffic Circle to the Route 14B intersection (Ypao Road).

Due to the limited amount of properties available for a staging area for this project, we would like to request Right of Entry for the subject lot for provision of a Government furnished staging area to the awarded contractor for this project. Provision of a Government furnished staging area would possibly shorten the construction duration.

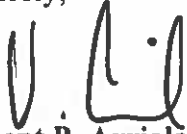
DPW is requesting for a right of entry for a period of three (3) years from the start of construction or the actual duration of construction, whichever is less. Use of this lot will be limited to staging, stockpiling, field office, parking of equipment, worker vehicles, etc. The enclosed exhibit shows the proposed location, area and scope of work for the proposed staging area.

DPW will ensure that all access to the Lot will remain open and unobstructed, existing trash within the staging area removed, and be returned in the same or better condition after use. The contractor will be required to maintain a clean, safe and uncontaminated site per the construction contract.

The Route 14 project Bid opening is scheduled on January 17, 2020 hence, we would like to proceed promptly. We appreciate your help and look forward to hearing back from you soon.

If you have any questions or require additional information, please contact Dr. Masoud Teimoury P.E., Ph.D at 649-3128 or Mr. Lynden Kobayashi, P.E. (Lynden.Kobayashi@wsp.com) at 988-4225. We look forward to your response.

Sincerely,



Vincent P. Arriola

Enclosures: (1) Staging Area Map Location

Cc Richelle Takara, FHWA (via email)  
Jesse Garcia, DPW (via email)  
Masoud Teimoury, DPW (via email)  
Kristina Ingvarsson, Parsons (via email)  
Linda Cruz, WSP (via email)  
Lynden Kobayashi, WSP (via email)

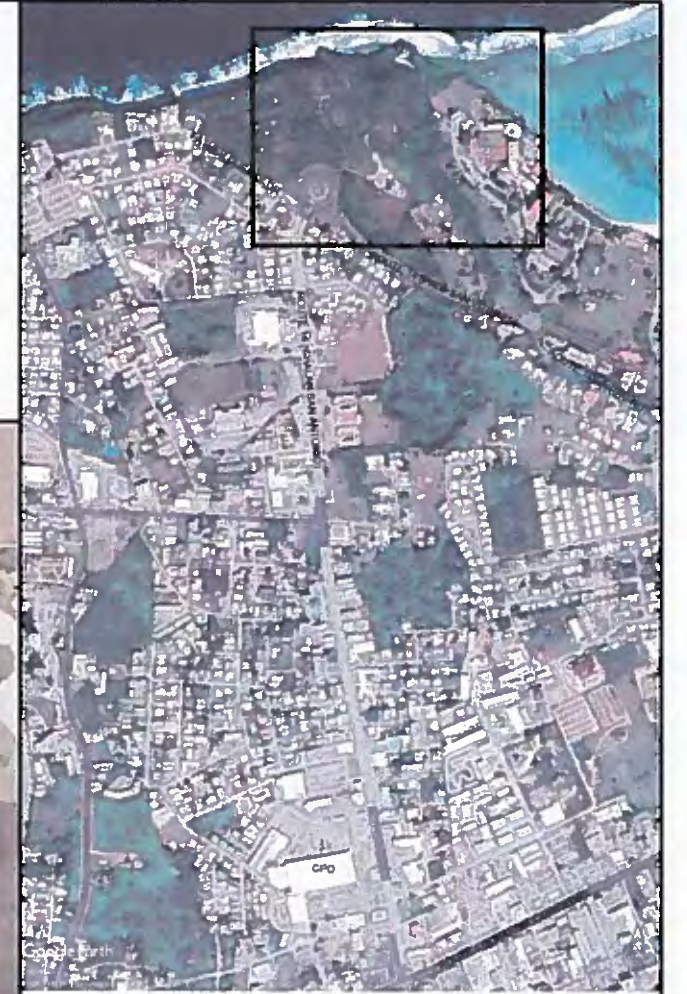
<sup>KE</sup>  
KCharfauros/TKeeler/MTeimoury

*Mest*



**SCOPE OF WORK:**

1. CLEAR AND GRUB.
2. REMOVE TRASH AND CONCRETE VAULTS AS SHOWN ON THE PLANS
3. STAGING AREA MAY BE USED FOR GOVERNMENT FIELD OFFICE, CONTRACTOR STOCKPILING, MATERIAL STORAGE, WORKER PARKING, AND PRE-CAST FABRICATION.
4. CONTRACTOR MAY BRING UTILITIES INTO SITE, WHICH MAY INCLUDE COMMUNICATION, POWER, WATER, AND SEWER.
5. MAINTAIN ACCESS TO THE EXISTING ROAD DURING CONSTRUCTION.
6. RESTORE THE RIGHT OF ENTRY AREA AND DRIVEWAY TO ORIGINAL CONDITION OR BETTER.




VICINITY MAP



DRAWING REVISIONS			
REVISION	DATE	BY	DESCRIPTION

DESIGNER
DETAILER
CHECKER
DATE
OCTOBER 2019

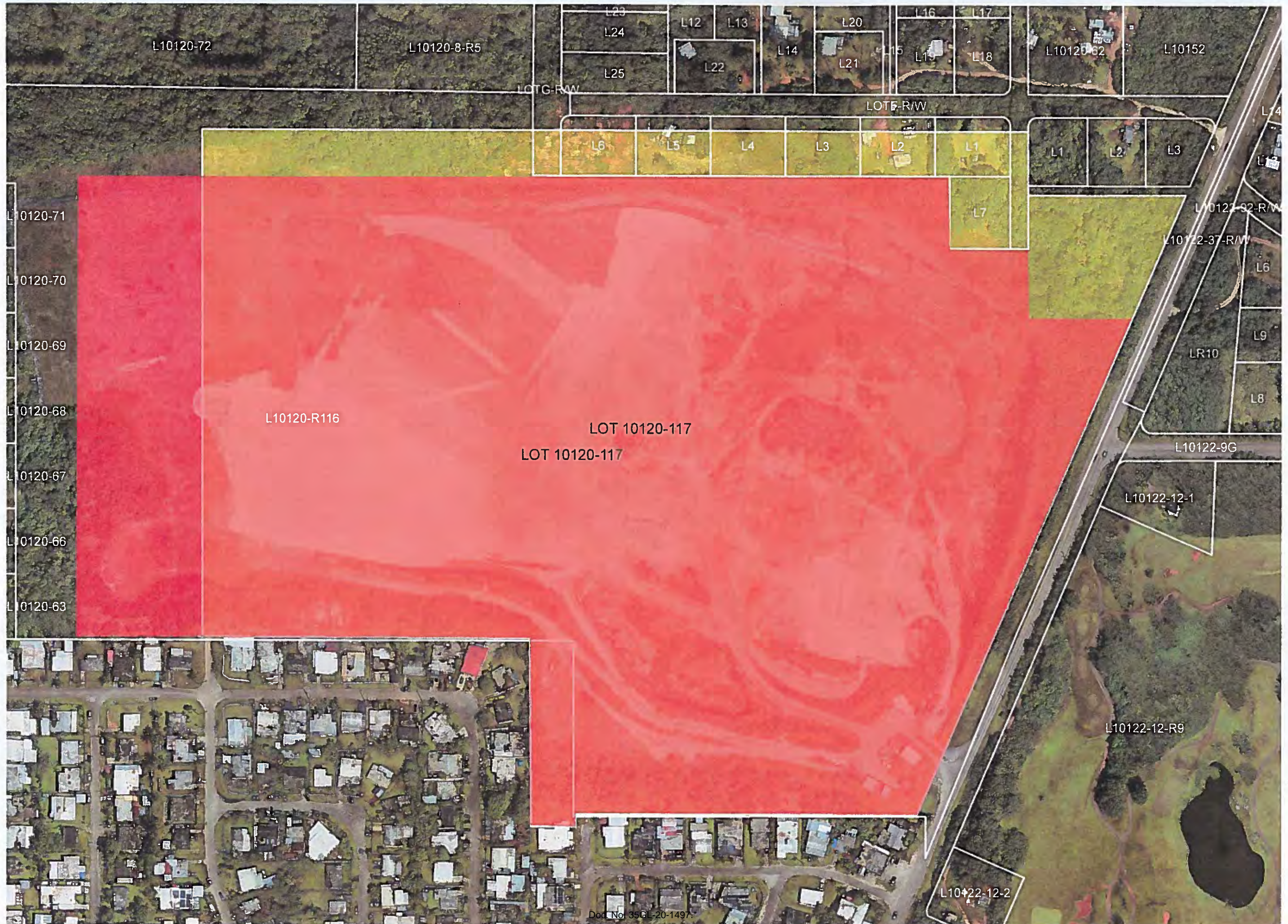


Guam International Trade Center  
590 South Marine Corps Dr Suite 421  
Tamuning, Guam 96913  
(671) 648-6873 Tel  
(671) 648-6873 Fax

**ROUTE 14 RESURFACING  
(ROUTE 1 TO ARCHBISHOP FELIXBERTO FLORES CIRCLE)  
RIGHT OF ENTRY FOR DPW PROPOSED  
CONSTRUCTION STAGING AREA**

VILLAGE	TERRITORY	PROJECT	DRAWING NO.	SHEET NO.	TOTAL SHEETS
TAMUNING	GUAM	GU-THS-0001(XXX)		1	1





L10120-72

L10120-8-R5

L23

L24

L12

L13

L20

L16

L17

L25

L22

L14

L21

L15

L19

L18

L10120-62

L10152

LOTG-R/W

LOT6-R/W

L6

L5

L4

L3

L2

L1

L1

L2

L3

L 0120-71

L 0120-70

L 0120-69

L 0120-68

L 0120-67

L 0120-66

L 0120-63

L10120-R116

LOT 10120-117

LOT 10120-117

L10120-92-R/W

L10122-37-R/W

L6

L9

LR10

L8

L10122-9G

L10122-12-1

L10122-12-R9

L10122-12-2





# GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN  
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

## LIMITED AUTHORIZATION FOR USE OF GEOSPATIAL DATA

RECIPIENT INFORMATION		
Jack E. Hattig III	CLTC	
Name (Print)	Organization	
<i>Jessica Dampay</i>		
Signature	12/10/19	649-5263 ext 435
	Date <i>4:31pm</i>	Phone No.
<p>(Hereinafter "Recipient") is authorized to use the attached data for the sole and exclusive purpose of the CLTC planning.</p> <p style="text-align: center;">Guam Chamorro Land Trust Commission Planning (Insert Contract No., data requirement and intended use)</p>		

The recipient shall not use the electronic/hardcopy geospatial data for any other purpose, including any other commercial, business or for profit activity. The Recipient shall not assign, loan, sell, copy, or otherwise transfer data to any other party without GPA's prior written consent. The Recipient shall ensure accessibility to electronic/hardcopy data is properly controlled in accordance with applicable security regulations and instructions. Due regard and adherence to guidance on sensitivity issues arising from the aggregation of data sets shall be maintained.

GPA makes no representation or warranty as to the suitability of the data for the Recipient's preparation of drawings and/or specifications as part of their contract submittal, including but not limited to, any expressed or implied warranty of merchantability of fitness for a particular purpose. The Recipient is under no obligation to use the data and assumes full and complete responsibility for their use in preparing drawings and/or specifications for the above-referenced purpose. However, should they decide to use the data, the Recipient acknowledges and agrees to indemnify, defend and hold the Government and their consultants harmless from and against any and all claims arising out of the use of the data. The Recipient also agrees to submit back to GPA the affected data where modified in relation to the above-referenced purpose for incorporation into the GPA database. Upon completion, all hardcopy/electronic data received or generated in the course of this process shall be disposed of properly, or shall be returned to the originating GPA Engineering Section.

The Recipient's use of the attached electronic data constitutes acknowledgement and agreement to the terms noted herein this limited authorization.

FOR GPA APPROVAL/ACKNOWLEDGEMENT	
Antonio S. Gumataotao	Right of Way-GIS Supervisor
GPA POC Name (Print)	Title/Engineering Section
(671) 648-3207	agumataotao@gpagwa.com
Phone Number	Email
Signature <i>[Signature]</i>	Date <i>12/10/19</i>



# GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN  
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

December 4, 2019

Jack E. Hattig, III  
Administrative Director  
Chamoru Land Trust Commission  
P.O. Box 2950  
Hagatna, Guam 96932

**Subject: Guam Chamorro Land Trust Plan-GPA Service Area Data**

Dear Mr. Hattig:

Attached for your use is the Guam Power Authority Service Area Geospatial Data in ArcGIS Shapefile format. The GPA data is in Guam Geodetic Network 1993 (meters) and is being released to you in its entirety. This data set represents the service area coverage of the Island-Wide Power System.

GPA understands that this information is essential for the planning and development Chamorro Land Trust property. While GPA strives to keep up with the constant changes to the Island Wide Power System (IWPS) with near real time updates, all locations are approximate as of the date of the .mxd and shall be used as reference only.

This data set is business sensitive information and should be safeguarded in line with the Critical Infrastructure and Key Resources protection. Consequently, the data set shall not be disseminated for any other purpose without further written authorization from GPA.

Should you have any questions please contact Mr. Joven G. Acosta, P.E., Manager, Engineering, 648-3205.

Sincerely,

  
JOHN M. BENAVENTE, P.E.  
General Manager



# GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN  
P.O. BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

December 4, 2019

Jack E. Hattig, III  
Administrative Director  
Chamoru Land Trust Commission  
P.O. Box 2950  
Hagatna, Guam 96932

**Re: Request for Easement for the Installation of Power Facilities within  
Lot 203, Yona**

Dear Mr. Hattig:

GPA is in the process of performing upgrades to its electrical transmission and distribution lines along Balajadia Road, Yona.

The relocation plan includes the installation of a power pole, down guy and overhead power lines within a portion of Lot 203, Yona. GPA understands Lot 203 is government land that is currently under the Chamorro Land Trust Commission as indicated in Document Number 503740 in the Department of Land Management. In order to proceed with this relocation, GPA requires an easement from the owner of record for the new facilities. A copy of the design is attached for your reference.

Consequently, GPA requests an easement for the installation of GPA utilities within Lot 203, Yona as shown on the attached design. GPA understands and accepts the risk that the property is currently unregistered and that the easement granted under this request may be challenged in future land registration proceedings. Subject to your approval, GPA will prepare the necessary easement exhibit and GPA easement document for your review and signature.

Should you have any questions on this matter, your office may contact Antonio S. Gumataotao, Rights-of-Way Supervisor at 648-3207.

Sincerely,

  
JOHN M. BENAVENTE, P.E.  
General Manager

JGA/asg











**CHamoru Land Trust Commission**  
**Board of Commissioners Meeting**  
**Staff Report**

**EUGENE S.N. ACFALLE**

**1. FACTS**

- a. Location: Tract 1022, Block 13, Lot 10NEW Dededo
- b. Lot Size/Lease Type: Not stated on Lease - Residential
- c. Lease Instrument Number and Signing Date: 685916 - September 2, 2003
- d. Surveyed: N/A
- e. Complaint/Issue: *Request for Relocation from Tract 1022 Dededo*

**2. CHRONOLOGICAL FACTS**

- a. Pre-occupier: Yes, Umang Agat Lot 4, Block 7
- b. Priority: 1
- c. Original Applicant: Javier San Nicolas Acfalle
- d. Original Applicant's Date and Time: December 2, 1995 at 12:05PM
- e. Application Number: 277
- f. Takeover Applicant: Eugene S.N. Acfalle
- g. Takeover Date: Submitted Application to CLTC Office on December 6, 2017

**3. FINDINGS**

- a. December 6, 2017: Letter of relinquishment of lease from Javier San Nicolas Acfalle to brother, Eugene San Nicolas Acfalle
  - i. Applicable based on PL23-38, Section 7.5
- b. August 23, 2019: Approved Relinquishment of Lease transfer by Administrative Director Jack Hattig
- c. Tract 1022, Block 13, Lot 10NEW Dededo is deemed a problematic lot due to the consolidation and re-parceling of the subdivision by previous administrators as well as a current structure of an LUP holder on the property

**4. DIRECTOR'S RECOMMENDATION**

- a. Motion to approve relocation of Eugene San Nicolas Acfalle from Tract 1022, Block 13, Lot 10NEW Dededo to Tract 10316, Block 14, Lot 7-2 Dededo containing an area of 1,900± square meters.
- b. Motion to issue a Residential Lease upon completion of survey to Eugene San Nicolas Acfalle for on Tract 10316, Block 14, Lot 7-2 in the Municipality of Dededo containing an area of 1,900± square meters.

**5. FOLLOW-ON ACTION**

- a. Pending CLTC Board's review to determine status of Eugene San Nicolas Acfalle
- b. Survey completion on Tract 10316, Block 14, Lot 7-2 Dededo
- c. Residential Lease issuance

**CHamoru Land Trust Commission**  
**Board of Commissioners Meeting**  
**Staff Report**

**GLORIA BORJA FLORES**

**1. FACTS**

- a. Location: N/A
- b. Lot Size/Lease Type: N/A
- c. Surveyed: N/A
- d. Complaint/Issue: *Request to Relocate*

**2. CHRONOLOGICAL FACTS**

- a. Pre-occupier: No
- b. LUP: No
- c. Priority: 1
- d. Original Applicant's Date and Time: 12/2/1995 at 11:43 AM
- e. Application Number: 238

**3. FINDINGS**

- a. June 6, 2019 – CLTC Board Members approved issuance of a lease upon completion of survey on Tract 1722, Block 1, Lot 7 Mangilao
- b. August 6, 2019 – Administrative Director Jack Hattig III approved Memo to File requesting for survey authorization on Tract 1722, Block 1, Lot 7 Mangilao
- c. August 27, 2019 – POA Francisco Borja Flores advised CLTC that he would like to relocate sister to a different lot due to neighbors giving him a hard time and would like to relocate to a different area within Tract 1722 if available

**4. DIRECTOR'S RECOMMENDATION**

- a. Motion to grant a Conditional Residential Lease to Gloria Borja Flores upon completion of a survey on Tract 1722, Block 3, Lot 4 Mangilao containing an area of 1,866± square meters based on Scheme No. M07-003

**5. FOLLOW-ON ACTION**

- Pending CLTC Board's review to determine status of Gloria Borja Flores
- Pending Declination on Tract 1722, Block 1, Lot 7 Mangilao
- Issuance of Survey Authorization for half acre on Tract 1722, Block 3, Lot 4 Mangilao

**CHamoru Land Trust Commission**  
**Board of Commissioners Meeting**  
**Staff Report**

**JOHNNY MAFNAS HATTORI**

**1. FACTS**

- a. Location: A portion of Lot 10120-R116, Dededo
- b. Lot Size/Lease Type: N/A
- c. Lease Instrument Number and Signing Date: N/A
- d. Surveyed: N/A
- e. Complaint/Issue: Issuance of an Agriculture Lease

**2. CHRONOLOGICAL FACTS**

- a. Pre-occupier: Yes, Lot5402 Pagat, relocated himself to Lot 1145 Swamp Rd. in 1986
- b. LUP: 683
- c. Priority: 1
- d. Original Applicant's Date and Time: December 18, 1995
- e. Application Number: 2557
- f. December 30, 2002: Dededo Mayor's Certification. Residing at 864 Swamp Road since 1986
- g. January 6, 2003: Residential Interview Report
- h. August 28, 2003: Dededo Mayor's Certification, stating Mr. Hattori lived and farmed on 864 Swamp Road, Dededo since 1985.
- i. October 9, 2003: Community Outreach Program from the Office of the Governor of Guam, requesting a CLTC Agriculture Lease for Lot 1145 Swamp Road, Dededo.
- j. November 12, 2003: Request to change application type from Residential to Agriculture. Approved by Joseph M. Borja, Administrative Director
- k. November 4, 2019: Inspection Report for a portion of lot 10120-R116

**3. FINDINGS**

Motion to approve issuance of an Agriculture Lease for a portion of Lot 10120-R116, in the Municipality of Dededo, containing an area of one (1) acre subject to survey.

**4. FOLLOW-ON ACTION**

Prepare memo to file

**CHamoru Land Trust Commission  
Board of Commissioners Meeting  
Staff Report**

**RAYMOND C. GARRIDO**

**1. FACTS**

- a. Location: Lot 2, Tract 15344, Mangilao
- b. Lot Size/Lease Type: 2,023+/- square meters/Residential
- c. Lease Instrument Number and Signing Date: 820185/April 1, 2011
- d. Surveyed: L.M. 102FY2008, DLM Map Doc. No. 818386
- e. Complaint/Issue: CLTC Loan Guaranty for Guam Housing Corporation in the amount of \$190,000.00

**2. CHRONOLOGICAL FACTS**

- a. Pre-occupier: No
- b. LUP: N/A
- c. Priority: 1
- d. Original Applicant's Date and Time: December 7, 1995
- e. Application Number: 1642
- f. July 31, 2007: Residential Interview
- g. September 7, 2007: Utility, building permit, Survey and EPA authorization approved by Joseph M. Borja, Administrative Director
- h. November 7, 2007: Notice of Intent to Award approved for a portion of Lot 54-R5NEW-4, Municipality of Mangilao, approved by Joseph M. Borja, Administrative Director.
- i. April 11, 2011: Residential Lease approved and signed by Monte Mafnas, Administrative Director
- j. December 26, 2019: Assigned Special Power of Attorney for Doris Fegurgur Garrido (Spouse). DLM Ins. No. 943215
- k. December 26, 2019: Request for CLTC Loan Guaranty

**3. FINDINGS**

Motion to approve CLTC Loan Guaranty for Guam Housing Corporation for Raymond C. Garrido on Lot 2, Tract 15344, municipality of Mangilao, containing an area of 2,023 square meters for the amount of \$190,000.00.

**4. FOLLOW-ON ACTION**

Prepare memo to file



GUAM HOUSING CORPORATION

P.O. Box 1157, Hagåtña, Guam 96912

December 10, 2019

**Raymond C. Garrido**  
**P.O. Box 20342**  
**Barrigada, Guam 96921**

Dear Mr. Garrido,

The Board of Directors of Guam Housing Corporation is pleased to inform you that your application for a mortgage home loan has been pre-approved. The Construction Loan will be made available to you subject to the following terms and conditions:

PROGRAM:	Direct Loan Program (SRF)
INTEREST RATE	5.25%
PURPOSE:	Construction
LOAN AMOUNT:	\$190,000.00
TERM:	30 years
CLOSING FEE:	\$13,503.30 (Estimated)
DOWN PAYMENT:	-----

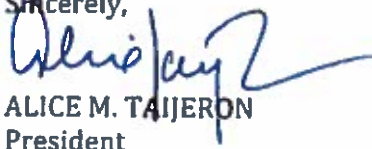
CONDITIONS:

1. Pending receipt of Preliminary Title Report subject to a clear title.
2. Pending receipt of Appraisal Report subject to adequate Appraisal value.
3. Obtain Loan Guaranty and Estoppel Certificate from CLTC.
4. Pending Construction Documents (Construction contract, Description of Materials and Cost Breakdown, and Contractor's License).
5. Spouse must sign on Mortgage or Execute Spousal Consent to Mortgage.
6. Provide proof of required closing costs.

The loan pre-approval constitutes a commitment by Guam Housing Corporation to fund your construction contract with the above conditions. Proof of compliance with these conditions shall be submitted within thirty days (30) from the pre-approval date, which date is January 9, 2020.

Should you have any questions or require additional information, please call your loan officer at 647-4143.

Sincerely,



ALICE M. TAIJERON  
President

590 S. Marine Corps Drive, Ste. 514 ITC Building, Tamuning, Guam 96931  
Telephone Number (671) 647-4143/46 • Fax Number (671) 649-4144



**CHamoru Land Trust Commission**  
**Board of Commissioners Meeting**  
**Staff Report**

**JOSE PANGELINAN SANTOS**

**1. FACTS**

- a. Location: Preoccupying on Lot 10171-63
- b. Lot Size/Lease Type: N/A
- c. Surveyed: N/A
- d. Complaint/Issue: *Request for a Conditional Agricultural Lease*

**2. CHRONOLOGICAL FACTS**

- a. Pre-occupier: Yes
- b. LUP: 1851
- c. Priority: 1
- d. Original Applicant's Date and Time: November 27, 2007
- e. Application Number: 4716

**3. FINDINGS**

- a. Mr. Santos was issued a Land Use Permit from the Department of Land Management on December 1, 1977 and has been farming there since 1967 to present
- b. November 23, 2007 – Dededo Mayor's Verification submitted indicating that he's been occupying on subject lot since 1967
- c. November 7, 2019 - Site Inspection conducted on subject lot to GPS farm and occupying on 1 acre

**4. DIRECTOR'S RECOMMENDATION**

- a. Motion to grant a Conditional Agricultural Lease to Mr. Jose Pangelinan Santos upon completion of a survey and submission of a farm plan on Lot 10171-63 in the Municipality of Dededo for 1 acre.

**5. FOLLOW-ON ACTION**

- Pending CLTC Board's review to determine status of Jose Pangelinan Santos
- Issuance of Survey Authorization for 1 acre on Lot 10171-63 Dededo

**LOURDES A. LEON GUERRERO**

*Governor of Guam  
I Maga'Haga Guahan*

**JOSHUA F. TENORIO**

*Lt. Governor of Guam  
I Segundo Na Maga'Lahen Guahan*



**MELANIE MENDIOLA**  
*Chief Executive Officer/Administrator  
Äkto Ge helo Eksekutibu Ofisiät*

**ARTEMIO "RICKY" HERNANDEZ, Ph.D.**  
*Deputy Administrator  
Sigundo Ge helo*

**MEMORANDUM**

**Date:** December 30, 2019

**To:** Chairwoman, Chamorro Land Trust Commission  
Administrative Director, Chamorro Land Trust Commission

**From:** CEO/Administrator

**Subject:** Requests for Proposals for Commercial Lease Lots

*Chamorro Land Trust Commission  
(Komisione tangiläntan Chamorro)*  
**JAN 02 2020**

At the CLTC meeting on December 19, 2019, the Commission provided comments on the draft Requests for Proposals (RFP) for Lots 7054-R8, 5075-Rem-A New-R1, and Lot 12, Tract 111. The purpose of this memorandum is to inform the Commission of the changes made to the RFPs in response to Commission comments. Once these suggested changes receive approval from the Chairwoman and the Administrative Director, GEDA will publicize the RFPs.

**Comment 1.** Correct the typographic error to reflect the correct lot number for Lot 5075-Rem-A New-R1.

**Response 1.** The lot number was corrected and all other RFPs were reviewed to ensure accuracy and consistency of lot numbers.

**Comment 2.** How will sub-lessees of the property be treated?

**Response 2.** Section 3.3, page 11 indicates that sub-lessees should be identified in the submission of the proposal and that CLTC/GEDA has the right to approve sub-lessees. Section 4.4.5, page 17 indicates that in the proposal, the offeror must indicate if it intends to sublet (in the future) and indicate the percentage of sub-lessee rent and participation rent to be paid to CLTC/GEDA. This section has been amended in all RFPs to require that future sub-lessees must also receive CLTC approval.

**Comment 3.** Do the RFPs allow for mixed uses of commercial lease properties?

**Response 3.** Section 4.1.3, page 15 identifies the zone applicable to the lot and indicates that an explanation needs to be provided in the proposal if the zone needs to be revised to accommodate the proposed development plan. The first bullet under Section 4.2 on the



same page indicates that CLTC/GEDA will support the designation of the appropriate zone to the extent allowed by law. Lot 5075-Rem-A New-R1 is zoned R2 which according to the zoning law, single family dwellings, duplexes, multi-family dwellings, hotels, bed and breakfasts and accessory uses are "Permitted" uses while health clinics, utilities and public facilities, air, bus, taxi, auto, rental terminals are "Conditional" uses. Conditional uses in an R1 zone are also conditional uses in an R2 zone including duplexes, schools and churches, parks, playgrounds and community centers, health service office, outpatient with laboratory, utilities and public facilities and short term vacation rental units. Therefore it appears that the zoning law does not allow for a mix of commercial (other than rental units for temporary stays) and residential uses in an R2 zone. In RFP 20-02 for Lot 5075-REM-A NEW-R1, the words "commercial use" in the Overview under Section 4, page 15 were deleted and replaced with "The Property has potential for development..." In RFP 20-01, the word "development" replaced the words "commercial use" as Lot 7054-R8 is zoned Agriculture. The words "commercial use" were retained in RFP 20-03 for Lot 12, Tract 111 as commercial use is allowed in a Hotel/Resort zone.

- Comment 4.** GWA's right of entry and restoration of the property after GWA's use should be mentioned in the RFP for Lot 5075-REM-A NEW-RI.
- Response 4.** Section 4.1.2, page 15 of RFP 20-02 for Lot 5075-REM-A NEW-RI has been revised by adding the following: "However, in March 2019, the CLTC executed a Right of Entry Agreement with the Guam Waterworks Authority (GWA) authorizing GWA to access an adjacent property in exchange for building a fence where the fence does not exist and a gate, clearing vegetation, building a ponding basin and ensuring that no contaminants after improvements have been made on Lot 5075-REM-A NEW-R1."
- Comment 5.** Include statement that lease will be approved by CLTC.
- Response 5.** A statement to this effect was already included in Section 2.6.1, page 7 of every RFP.
- Comment 6.** Why is mining included in Section 4.1.4?
- Response 6.** Section 4.1.4 on page 15 is a standard provision in RFPs and is included in these RFPs to cover the possibility that prospective offerors may propose to mine for aggregate. The provision is not intended to encourage mining but only to advise prospective offerors of the need to pay royalties to CLTC should mining be intended by the offeror. No revisions to this provision were made.



**Comment 7.** Section 5 Evaluation Criteria should provide bonus points for offeror proposals that benefit CLTC in ways other than rent.

**Response 7.** Section 4.4.3, page 17 in all RFPs has been revised to read "Alternatives to property rent, subtenant and other rents such as installation of utility infrastructure at CLTC properties; survey and subdivision of CLTC properties for residential development; clearing of access to CLTC properties and other alternatives to rent may be proposed by offerors in their proposals, however, any proposal suggesting such alternatives must demonstrate how CLTC's objective of generating the highest amount of revenue is achieved by comparing the suggested alternative to the property rent, subtenant and other payments described above." In Section 5, page 18 "Evaluation Criteria," Rent, Participation Rent and Other/Alternative Payments/Terms are given the greatest weight at 650 points out of 1,000 points.

**Comment 8.** Why is GEDA's statute to be used in breaking tie scores?

**Response 8.** Section 5, page 18 in all RFPs has been revised to read "In the event of tie scores, proposals will be further evaluated in terms of their potential to provide additional benefits to CLTC and its beneficiaries as provided in CLTC's enabling legislation, 21 G.C.A. Chapter 75."

**Comment 9.** Status of RFP for infrastructure development on Tract 10123 Yigo.

**Response 9.** The October 4, 2019 memo provided by GEDA requested additional time to prepare the RFP for this lot given its complexity. We have already met with Guam Housing Corporation to discuss previous efforts with developer-financed infrastructure reimbursed by payment from tenants. The questions raised in the memorandum were intended to demonstrate the complexity of preparing the RFP and constitute questions that GEDA will need to answer with CLTC guidance and direction before drafting the RFP.

We hope that these responses to the comments provided by the Commission are satisfactory and complete. If so, please indicate by providing your signature below. Redrafts of the 3 RFPs are attached for your review. Should there be additional comments, please let us know. Once your approval is obtained, the RFPs will be publicized.



*Si Yu'os Ma'ase* for your direction on this matter.

  
MELANIE MENDIOLA

Approved by:

**G. PIKA FEJERAN**  
Chairwoman, Chamorro Land Trust Commission

Date: \_\_\_\_\_

Attachments: RFP 20-01, RFP 20-02 and RFP 20-03





**GUAM ECONOMIC DEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSALS NO. 20-01  
FOR LEASE AND DEVELOPMENT OF CHAMORU LAND TRUST COMMISSION PROPERTY:  
LOT 7054-R8, YIGO, GUAM**

RFP Issue Date: **Month xx, 2020**

Number of Pages: 33

**Proposal Due Date and Time:  
Month xx, 2020  
4:00 p.m., CHamoru Standard Time**

**ISSUING AGENCY INFORMATION**

Guam Economic Development Authority  
Ms. Melanie Mendiola, CEO / Administrator  
ITC Building, Suite 511  
590 South Marine Corps Drive  
Tamuning, Guam 96913  
Phone: (671) 647-4332  
Fax: (671) 649-4146  
Website: <http://www.investguam.com>

**Single Point of Contact:**  
Mr. Artemio Hernandez  
Guam Economic Development Authority  
ITC Building, Suite 511  
590 South Marine Corps Drive  
Tamuning, Guam 96913  
Email: [a.hernandez@investguam.com](mailto:a.hernandez@investguam.com)  
Cc: [ltoves@investguam.com](mailto:ltoves@investguam.com)  
Phone: (671) 647-4332

**INSTRUCTIONS TO OFFERORS**

**Return Proposal to:**  
Artemio Hernandez  
Guam Economic Development Authority  
ITC Building, Suite 511  
590 South Marine Corps Drive  
Tamuning, Guam 96913

**Mark Face of Envelope/Package:**  
RFP Number: RFP 20-01  
RFP Title: For Lease and Development of CHamoru  
Land Trust Commission Property: Lot 7054-R8, Yigo,  
Guam  
Proposal Due Date: \_\_\_\_\_ 2020, 4:00 p.m. (CST)

**OFFERORS MUST COMPLETE THE FOLLOWING**

<b>Offeror Name/Point of Contact/Address:</b>	<b>Authorized Offeror Signatory:</b>  (Please print name and sign in ink)
<b>Offeror Phone Number:</b>	<b>Offeror FAX Number:</b>
<b>Offeror Federal I.D. Number:</b>	<b>Offeror E-mail Address:</b>

**OFFERORS MUST RETURN THIS COVER SHEET WITH THEIR PROPOSALS**

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## OFFEROR'S CHECKLIST

This checklist is provided for assistance only and should not be submitted with Offeror's proposal.

### The 10 Most Critical Things to Keep in Mind When Responding to this RFP

1. \_\_\_\_\_ Read the *entire* document. Note critical items such as: mandatory requirements; supplies/services required; Schedule of Events; form of proposals; development agreement requirements (i.e., development agreement performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ Note the procurement administrator's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ Attend the pre-proposal conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify GEDA/CLTC of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ Take advantage of the "question and answer" period. Submit your questions to the procurement administrator by the due date listed in the Schedule of Events and review the answers given, which will be in the form of an addendum to the RFP.
5. \_\_\_\_\_ Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume GEDA/CLTC will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with GEDA/CLTC. The proposals are evaluated based solely on the information and materials provided in your proposal.
7. \_\_\_\_\_ Use the forms provided, i.e., cover page, Non-collusion Affidavit form, etc.
8. \_\_\_\_\_ Check GEDA's website for RFP addenda. Before submitting your proposal, check GEDA's website at <http://www.investguam.com> to see whether any addenda were issued for the RFP. If so, you must submit a signed copy of the addendum for each addendum issued along with your proposal.
9. \_\_\_\_\_ Review and read the RFP document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. \_\_\_\_\_ Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are *never* accepted.

**SECTION 1: SCHEDULE OF EVENTS**

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
<b>RFP Issue Date</b>	Month xx, 2020
<b>Deadline for Receipt of Written Questions</b>	Month xx, 2020 4:00 p.m. (CHamoru Standard Time)
<b>Issuance of Answers to Written Questions</b>	Month xx, 2019
<b>Pre-proposal Conference</b>	None scheduled at this time.
<b>Proposal Due Date</b>	Month xx, 2020 4:00 p.m. (CHamoru Standard Time)
<b>Anticipated Discussions with Offerors</b>	Month, 2020 (subject to change)
<b>Anticipated Sublease Execution</b>	<b>Subject to Legislative Approval for Lease over 5 years per Public Law 34-99</b>

## SECTION 2: PROJECT OVERVIEW AND INSTRUCTIONS

### 2.0 PROJECT OVERVIEW

The CHamoru Land Trust Commission (hereinafter referred to as "CLTC") via its property manager, the Guam Economic Development Authority (hereinafter referred to as "GEDA"), is issuing this Request for Proposals ("RFP") for the lease availability of Lot 7054-R8, Yigo, containing 8 acres and zoned Agriculture (The Property). The Property is located off Route 1, behind the Yigo Gym. The CLTC intends to negotiate a lease agreement for the Property that allows a prospective developer to implement its proposed and approved development plans. The Property has potential for development as it is located just off Marine Corps Drive and just outside of Andersen Air Force Base. CLTC intends to negotiate a lease agreement for the Property that allows a prospective lessee to utilize the Property for land uses consistent with the Agricultural Zone (A) designation. If required, the offeror will be allowed to pledge the leasehold interest in the property to secure development financing.

### 2.1 REQUEST FOR PROPOSAL

**2.1.1. Availability.** This RFP is available for public inspection and download from the GEDA website at [www.investguam.com](http://www.investguam.com). A CD copy of the RFP may also be picked up at the GEDA office located on the 5<sup>th</sup> floor of the ITC Building 590 South Marine Corps Drive, Tamuning, Guam 96913, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. Offerors **MUST** complete, and submit to GEDA, the **ACKNOWLEDGEMENT OF RECEIPT FORM** set forth in the Attachment C of this RFP in order to receive addenda, responses or other related notices. Failure by prospective offerors to submit the Acknowledgement of Receipt Form to GEDA may result in the prospective offeror not receiving notices from GEDA regarding this RFP, including addenda, point deductions during the proposal evaluation process, or proposals may be deemed non-responsive.

**2.1.2. Amendments.** GEDA/CLTC reserve all rights to revise or amend this RFP prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or addendum to this RFP and shall be identified as such. Any amendment(s) shall refer to the portions of the RFP it amends. Amendments and addenda shall be sent to all prospective offerors who have completed and submitted the Acknowledgement of Receipt Form to GEDA and shall also be made available on GEDA's website. All prospective offerors who have completed and submitted the Acknowledgement of Receipt Form to GEDA must acknowledge receipt of all amendments or addenda issued.

### 2.2 RESERVED

### 2.3 PRE-PROPOSAL QUESTIONS AND CONFERENCE

**2.3.1 Pre-Proposal Questions.** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address their questions in writing via e-mail to the Procurement Officer (with cc to Mr. Larry Toves at [ltoves@investguam.com](mailto:ltoves@investguam.com)) referenced above on or before the deadline set forth in the Schedule of Events. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline may not be considered.



**2.3.2 GEDA Answers.** GEDA will provide an official written answer by the date set forth in the Schedule of Events to all questions received by the stated due date. GEDA's response will be by written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the GEDA/CLTC. Any written addendum will be forwarded to all entities or individuals who have picked-up this RFP and have completed and submitted an Acknowledgement of Receipt Form by the close of business on the date of issuance of GEDA's answers. Offerors must sign and return any and all addenda with their proposals.

**2.3.3 Pre-proposal Conferences.** Pre-proposal conferences may be permitted any time prior to the deadline for submission of proposals. The conferences will be conducted only to explain the procurement requirements for this Request for Proposal. Notice of any pre-proposal conference will be provided to all entities or individuals who have picked-up this RFP and completed and submitted an Acknowledgement of Receipt Form. GEDA will notify all registered offerors in writing via an addendum to this RFP of any substantive clarification provided in response to any inquiry raised during the pre-proposal conference.

## **2.4 PROPOSALS**

**2.4.1. General.** Proposals must be in writing, signed in ink, and prepared as described in Section 6. Offerors must clearly mark one proposal as "ORIGINAL" and provide three (3) copies and one (1) Disc. The original and copies must be placed in a sealed envelope clearly labeled with the RFP Number, RFP Title, and Proposal Due Date. The original should be unbound and each hard copy must be separately bound. Erasures or other changes in a proposal must be explained or noted over the signature of the offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by GEDA/CLTC as being non-compliant.

**2.4.2. Multiple Proposals.** Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

**2.4.3. Modification or Withdrawal of Proposals.** Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

**2.4.4. No Late Proposals.** Proposals must be received at the receptionist's desk of GEDA by the Proposal Due Date set forth in the Schedule of Events. Email or facsimile proposals will not be accepted. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

**2.4.5. GEDA/CLTC Not Responsible for Preparation Costs.** The costs for developing and delivering proposals in response to this RFP and any subsequent presentations of the proposal as requested by GEDA/CLTC shall be at the sole cost and expense of the offeror. GEDA/CLTC is not liable for any expense incurred by the offeror in the preparation, delivery, and/or presentation of its proposal or any other costs incurred by the offeror.

**2.4.6. All Timely Submitted Materials Become GEDA/CLTC Property.** All materials submitted in response to this RFP become the property of GEDA/CLTC and shall be appended to any formal documentation, which would further define or expand any contractual/development agreement relationship between GEDA/CLTC and offeror resulting from this RFP process.

**2.4.7. Rejection of Proposals.** Any proposal submitted in response to this RFP may be rejected in whole or in part when it is in the best interests of GEDA/CLTC or the government of Guam in accordance with Guam Procurement Regulations § 3115(e).

## **2.5 DISCUSSIONS AND EVALUATION**

**2.5.1. Evaluation Committee.** Upon opening the proposals received in response to this RFP, the CEO / Administrator, Acting or Deputy Administrator of GEDA will establish an evaluation committee, as approved by the CLTC, to hold any necessary discussions with offerors and to review and evaluate all timely proposals received.

**2.5.2. Discussions.** In accordance with the Guam Procurement Regulations, the evaluation committee may conduct discussions with any offeror. The purposes of such discussions shall be to (1) determine in greater detail the offeror's qualifications; and (2) explore with the offeror the scope and nature of the proposal, the offeror's proposed method of performance, and the relative utility of alternative methods of approach. The discussion(s) may be video or tape-recorded. At least one key offeror representative must be present for such discussion(s). In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

**2.5.3. Evaluation of Proposals.** The evaluation committee will review and score written proposals based on the Evaluation Criteria identified in Section 5. The evaluation team may utilize other sources for technical assistance and guidance.

**2.5.4. Selection of the Best Qualified Offerors and Award.** After completion of Discussion and Evaluation of Proposals phases, the evaluation committee shall select, in the order of their respective qualification ranking, no fewer than three (3) offerors (or such lesser number if less than three (3) acceptable proposals were submitted) deemed to be the best qualified. The procurement administrator will review the ranking to ensure its compliance with the RFP process and evaluation criteria before presenting the evaluation committee's ranking to the CEO / Administrator for approval. Once approved, GEDA/CLTC shall negotiate with the best qualified offeror for a lease agreement at compensation determined in writing to be fair and reasonable. If compensation, lease agreement requirements, and development agreement documents are agreed upon with the best qualified offeror, a recommendation will be made to the CLTC for award to that offeror. If negotiations fail with the best qualified offeror, GEDA/CLTC may enter into negotiations with the next qualified offeror, and so on, as provided in the Guam Procurement Regulations.

## **2.6 LEASE AGREEMENT**

**2.6.1. Lease Agreement.** A Lease Agreement will be entered into between the offeror selected and CLTC.

**2.6.2. Term of Lease Agreement.** To allow prospective developers to invest in the Property and recover investments, CLTC proposes to allow a lessee to lease the property for a term of up to fifty (50) years with one or more options to extend the term for an additional Forty-Nine (49) years. Such term will be subject to negotiations based primarily upon the amount of time required by the lessee to recover its investment, satisfy financing requirements and profit from investments. If a term(s) of more than five (5) years is proposed, GEDA/CLTC, along with the selected offeror, must comply with those processes mandated by Public Law 34-99 in order to fully execute a lease which will also require Guam Legislative approval of the resulting lease.

### 2.6.3 Reserved.

## 2.7 REQUIRED AFFIDAVITS AND ASSURANCES

Each offeror is required to submit the affidavits and assurances attached as Attachments A-1 through A-7. Failure to include said affidavits and assurances shall render a proposal non-responsive.

- Disclosure of major shareholders per 5 G.C.A. § 5233 (Attachment A-1). As a condition of this RFP, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.
- Certification of Independent Price Determination (Non-Collusion) per 2 GAR § 3126 (Attachment A-2). By submitting an offer, the offeror certifies that the price submitted was independently arrived at without collusion.
- Representation Regarding Gratuities and Kickbacks per 5 G.C.A. § 5630 (Attachment A-3).  
**Gratuities.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a development agreement to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- **Prohibition against Contingent Fees per 2 GAR § 11108 (Attachment A-4).** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- **Representation regarding Ethical Standards per 2 GAR § 11103 (Attachment A-5).** The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- **Wage Determination per 5 G.C.A. § 5801 (Attachment A-6).** In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. The Wage Determination can be found at the following website: <http://www.wdol.gov/wdol/scafiles/std/05-2147.txt>.
- **Benefits Determination per 5 G.C.A. § 5802 (Attachment A-6).** In addition to the Wage Determination detailed in 5 G.C.A. Chapter 5, Article 13, any development agreement to which 5 G.C.A. Chapter 5, Article 13 applies shall also contain provisions mandating health and similar benefits for employees covered by 5 G.C.A. Chapter 5, Article 13, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.
- **Non-liability Waiver (Attachment A-7).** All facts and opinions stated herein and in any additional information provided by GEDA/CLTC, its staff or its consultants, including but not limited to surveys, statistical and economic data and projections, site conditions and infrastructure systems, are based on available information and no representation or warranty is made with respect thereto.

## **2.8 PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS**

Pursuant to 5 G.C.A. § 5253,

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

(b) All development agreements for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.



## SECTION 3: GENERAL INFORMATION

### 3.0 AUTHORITY

This RFP is issued under the authority of the Guam Procurement Act and the Guam Procurement Regulations. The request for proposal process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

### 3.1 OFFEROR COMPETITION

GEDA/CLTC encourages free and open competition among offerors. Whenever possible, GEDA/CLTC will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy GEDA/CLTC's need to procure technically sound proposals.

### 3.2 SINGLE POINT OF CONTACT

From the date this RFP is issued until final award, offerors shall not communicate with any GEDA/CLTC, its Board Members or officials regarding this procurement, except at the direction of the Procurement Officer and Administrator in charge of this solicitation. All communications should be addressed to the Single Point of Contact with cc to Mr. Larry Toves at [ltoves@investguam.com](mailto:ltoves@investguam.com). Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Mr. Artemio Hernandez  
Guam Economic Development Authority  
ITC Building, Suite 511  
590 South Marine Corps Drive  
Tamuning, Guam 96913  
Phone Number: (671) 647-4332  
Fax Number: (671) 649-4146  
Email: [a.hernandez@investguam.com](mailto:a.hernandez@investguam.com)  
Cc: [ltoves@investguam.com](mailto:ltoves@investguam.com)

### 3.3 SUBLESSEES

The offeror awarded under this RFP shall be the Lessee and shall be responsible, in total, for performance of the Lease. All sub-lessees, if known at the time of proposal submission, must be listed in the proposal. CLTC/GEDA reserves the right to approve all sub-lessees. The lessee shall be responsible to CLTC/GEDA for the acts and omissions of all sub-lessees or agents and of persons directly or indirectly employed by such sub-lessees, and for the acts and omissions of persons employed directly by the lessee. Further, nothing contained within this document or any lease documents created as a result of any lease awards derived from this RFP shall create any contractual/lease relationship(s) between any sub-lessee and CLTC/GEDA.

### **3.4 TAXES**

Offerors are cautioned that they are subject to Guam Business Privilege Taxes and Guam Income Taxes. Specific information regarding taxes may be obtained from the Director of Revenue and Taxation.

### **3.5 LICENSING**

Offerors are cautioned that they may be subject to Guam Licensing laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

### **3.6 RECEIPT/OPENING OF PROPOSALS**

Proposals shall not be opened publicly and shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure location until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposals may be opened to public inspection only after award of the development agreement.

### **3.7 CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE**

All proposals will initially be classified as either "responsive" or "non-responsive". Proposals may be found non-responsive any time during the evaluation process or development agreement negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

### **3.8 DETERMINATION OF RESPONSIBILITY**

The procurement administrator will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through development agreement negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed and or emailed to the affected offeror.

### **3.9 COMPLETENESS OF PROPOSALS**

Selection and award will be based on the information contained in the offeror's proposal. Proposals may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by GEDA/CLTC. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

### **3.10 INSURANCE**

The selected offeror shall secure all insurance required by Guam law and may be required to procure other insurance as determined by GEDA/CLTC, including, without limitation, workers compensation, automobile liability, comprehensive general liability, professional liability and errors and omissions.

### **3.11 FAILURE TO COMPLY WITH INSTRUCTIONS**

Offerors failing to comply with the instructions set forth in this RFP may be subject to point deductions. GEDA/CLTC may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

### **3.12 GEDA/CLTC'S RIGHTS RESERVED**

While GEDA/CLTC has every intention to award a lease agreement as a result of this RFP, issuance of the RFP in no way constitutes a commitment by GEDA/CLTC to award and execute a lease agreement. Upon a determination such actions would be in its best interest, GEDA/CLTC, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Waive any minor informalities in proposals received, or have them corrected by the offeror in accordance with applicable regulations;
- Not award if it is in the best interest of CLTC not to proceed with development agreement execution; or
- If awarded, terminate any development agreement if GEDA/CLTC determines adequate funds are not available.

### **3.13 NONDISCLOSURE OF DATA**

In accordance with Guam Procurement Regulations § 3114(h) (2), offerors may identify trade secrets and other proprietary data contained in their proposals. If the offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, GEDA/CLTC shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, GEDA/CLTC shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

### **3.14 DEBARMENT**

The offeror certifies, by submitting its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (development agreement) by any governmental department or agency. If an offeror cannot certify this statement, attach a written explanation for review by GEDA/CLTC.

### **3.15 NON-LIABILITY WAIVER**

The information in this RFP is intended to provide general information regarding the development opportunity. This information is not intended or warranted to be a complete statement of potential land/building use issues and/or procedures to which the offeror maybe subject, nor is this information intended to be a complete statement of all of the information the offeror might be required to ultimately submit. All facts and opinions stated herein and in any additional information provided by GEDA/CLTC, including but not limited to surveys, statistical and economic data and projections, site conditions and infrastructure systems, are based on available information and no representation or warranty is made with respect thereto. Each individual or firm submitting a proposal shall execute a Non-Liability Waiver, in the form provided as Attachment A-7, with its proposal.



## SECTION 4: SCOPE OF PROJECT

### 4.0 OVERVIEW

The CHamoru Land Trust Commission (hereinafter referred to as "CLTC") via its property manager, the Guam Economic Development Authority (hereinafter referred to as "GEDA"), is issuing this Request for Proposals ("RFP") for the lease availability of Lot 7054-R8, Yigo, containing 8 acres and zoned Agriculture (The Property). The Property is located off Route 1, behind the Yigo Gym. The CLTC intends to negotiate a lease agreement for the Property that allows a prospective developer to implement its proposed and approved development plans. The Property has potential for development as it is located just off Marine Corps Drive. CLTC intends to negotiate a lease agreement for the Property that allows a prospective lessee to utilize the Property for land uses consistent with the Agriculture Zone (A) designation. If required, the offeror will be allowed to pledge the leasehold interest in the property to secure development financing.

To allow prospective developers to invest in the Property and recover investments, CLTC proposes to allow a lessee to lease the property for a term of up to fifty (50) years with one or more options to extend the term for an additional Forty-Nine (49) years. Such term will be subject to negotiations based primarily upon the amount of time required by the lessee to recover its investment, satisfy financing requirements and profit from investments. ~~CLTC/GEDA intends that a lease(s) will be awarded for a mutually agreed upon term not to exceed a maximum of up to fifty (50) years with one or more options to extend the term for an additional Forty-Nine (49) years. Such term will be subject to negotiations based primarily upon the amount of time required by the lessee to recover its investment, satisfy financing requirements and profit from investment.~~ If a term(s) of more than five (5) years is proposed, GEDA/CLTC, along with the selected offeror, must comply with those processes mandated by Public Law 34-99 in order to fully execute a lease which will also require Guam Legislative approval of the resulting lease. ~~Such term(s) will be subject to negotiations, with final approval by the Guam Legislature per Public Law 34-99, based primarily upon the amount of time required by the lessee to recover its investment, satisfy financing requirements and profit from investment.~~

A description of the property and expectations of the selected developer are presented below.

### 4.1 PROPERTY USE CONSIDERATIONS

**4.1.1 Property Location.** The Property is located off Route 1, behind the Yigo Gymnasium, Guam (See attached Map).

**4.1.2 Previous Land Use.** The Property was not previously used by the Government of Guam.

**4.1.3 Current Zoning.** The property is zoned Agriculture (A). If a change to this zoning designation is needed to implement the developer's plans, an explanation of the need for change must be included in the proposal submitted in response to this RFP.

**4.1.4 Mining of Property.** Should aggregate mining be intended by the prospective developer as part of its development plan, GEDA/CLTC requires that proposal in response to this RFP discuss how the property will become usable after the developer ceases to use the property for this purpose and discuss royalties that will be paid from the use of the property for this purpose.

**4.1.5 Adjacent Properties.** Depending on the Offeror's intended use and Considering the Property location is near residential and public recreational uses, Offerors "may" be required to consult with affected nearby property owner(s) and secure appropriate approval(s).



## **4.2 CLTC and GEDA COMMITMENTS**

- To support designation of the appropriate zone for the property to accommodate the development plan, to the extent allowable by law.
- To support the developer in satisfying all regulatory, land use, environmental, business, building and other local and federal permitting requirements, to the extent allowable by law.
- To support the developer in presenting and securing approval of the lease agreement to the extent allowable by law.

## **4.3 OFFER RESPONSIBILITIES**

A lease agreement(s) will be prepared once negotiations with the successful offeror(s) have concluded. Since the lease will require offeror(s) to carry out various responsibilities, including, but not limited to those listed below, proposals must indicate concurrence with paying the costs for and carrying out the major responsibilities listed below:

**4.3.1 Conceptual Plan.** Prepare a conceptual plan for the proposed development, commit to a specific development schedule and secure all necessary development permits. In submitting a proposal in response to this RFP, offerors are required to submit this conceptual plan for the development of the property or portion(s) thereof which shall identify the type of use, the market demand for the goods and/or services to be offered, a rough order of magnitude cost for developing the site and the offeror's ability to finance development and operations including evidence of such financial ability.

**4.3.2. Business Plan.** Create for itself and for CLTC, a Business Plan that contains a project pro forma consistent with the conceptual plan covering the period of time required by the offeror(s) for project development and operation.

**4.3.3 Infrastructure.** Plan, implement and fund all infrastructure improvements needed for development plans.

**4.3.4. Management.** Accept management and maintenance responsibility for the Property that preserves the value and revenue generating capacity of the Property.

**4.3.5. Environmental Remediation (If Needed).** Accept responsibility for performance and costs of any environmental remediation required to develop the Property as proposed. Prospective lessees shall prepare a Phase I Environmental Site Assessment before the issuance of a lease agreement and shall provide a performance bond to ensure that the property is returned in an acceptable end-state.

**4.3.6. Insurance.** Obtain all required property, liability and workmen's compensation insurance, and indemnify CLTC and GEDA from any liability arising from the development and use of the Property.

**4.3.7 Survey/Retracement.** Prepare a property boundary survey/retracement map of the Property and obtain all required approvals. Survey monuments must be maintained and visible at all times for inspection by CLTC/GEDA.

**4.3.8. Fees.** Pay all fees associated with the recording the Lease at the Department of Land Management.

#### 4.4 OFFEROR REQUIREMENTS

A primary consideration of the CLTC and the Government of Guam is the benefits to be derived through the lease and development of this valuable asset. Traditional methods of generating revenue are addressed in subsections 4.4.1 and 4.4.2 below. However, CLTC, GEDA and the Government of Guam recognize that significant public benefits can also be derived through public/private partnerships and other mechanisms that, considered as a whole, exceed the benefits derived from a traditional real property lease transaction. Should other non-traditional methods be proposed by the offeror, these methods will be given serious consideration but offerors must still identify the benefits that would have been derived from a strict real estate lease transaction for comparative purposes. Offerors are required to address the following requirements in their proposals:

**4.4.1. Rent.** Rent shall be no less than ten percent (10%) of the appraised fair market value. Per Public Law 31-44, two appraisals must be prepared at the expense of the prospective developer with CLTC selection of one appraiser. Prospective developers are required to identify the amount of ground rent to be paid annually/monthly over the term of the lease, taking into account CLTC's objective of generating the highest amount of revenue. Rent shall escalate at a minimum of five (5) year intervals based at a minimum upon current appraisal of fair market value but in no event shall rent be lower than the rent charged during the previous five (5) year period.

**4.4.2. Participation Rent.** Participation rent, which is a mutually agreed upon percentage of the revenues generated from the use of the property above a mutually agreed upon revenue threshold shall be paid by the lessee to the landlord beginning on the fifth (5<sup>th</sup>) anniversary of the lease and shall be paid in four (4) equal quarterly installments. To arrive at this threshold, prospective offerors must submit a pro-forma financial statement and propose a reasonable threshold in their proposals to meet this requirement

**4.4.3. Alternative Payment Mechanisms.** Alternatives to property rent, subtenant and other rents such as installation of utility infrastructure at CLTC properties; survey and subdivision of CLTC properties for residential development; clearing of access to CLTC properties and other alternatives to rent may be proposed by offerors in their proposals, however, any proposal suggesting such alternatives must demonstrate how CLTC's objective of generating the highest amount of revenue is achieved by comparing the suggested alternative to the property rent, subtenant and other payments described above. Alternative payment schedules including rent deferrals may also be proposed but in no event will the total amount of rent be reduced. Interest may also be charged on any deferred rents.

**4.4.4. Security Deposit.** The proposal shall indicate that the developer(s) agrees to pay a non-refundable security deposit upon execution of a lease and the amount of such security deposit.

**4.4.5. Sublessee Use of Property.** Offerors must specify in their proposals whether or not subletting (or any form of third party use) is intended for any or all portions of the property being leased. Should subletting be intended, offerors shall identify the percentage of sublessee rents paid to be paid to CLTC/GEDA, if any. In addition, participation rent as described above may be required to be paid by sublessees. **The actual sublease must receive approval from CLTC.**

**4.4.6. Other Requirements.** To ensure acceptability of the intended lease agreement by the public and the government of Guam, compliance with 21 GCA Section 75122 is required however, additional requirements may be imposed and/or negotiated that are not specifically identified in this RFP, at the discretion of the Government of Guam. In addition, Public Law 34-99 requires Legislative approval of all leases whose

term exceeds five (5) years. Additional requirement(s) may be imposed by the Guam Legislature. By submitting a proposal in response to this RFP, prospective offerors understand and agree that additional requirements may be negotiated by the Executive and/or Legislative Branches of the Government of Guam.

**SECTION 5: EVALUATION CRITERIA**

After receipt of all proposals, an evaluation committee will be convened to review and evaluate the proposals according to the following criteria based on a maximum possible value of 1,000 points. In the event of tie scores, proposals will be further evaluated in terms of their potential to ~~grow the economy through the generation of jobs, creation of direct and indirect economic activity in the shortest possible time, utilization of existing businesses without unduly competing against them, and other objectives contained in GEDA's enabling legislation, 12 G.C.A. § 50101 et seq~~ provide additional benefits to CLTC and its beneficiaries as provided in CLTC's enabling legislation, 21 G.C.A. Chapter 75.

Offerors are required to address each evaluation criterion listed herein in their proposals. In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance are as follows:

Evaluation Criteria	Value
<p><b><u>Conformance with RFP requirements</u></b>                      Proposals will be awarded a maximum of fifty (50) points for providing all of the information required by this RFP. Proposals that do not provide all of the information required by this RFP could have points deducted under this criterion or the proposals could be deemed non-responsive depending upon the importance of the information, at GEDA/CLTC's discretion.</p>	50 points
<p><b><u>Financial ability to develop.</u></b>                      Proposals will be awarded a maximum of two hundred (200) points for providing a comprehensive, detailed description of the offeror's financing plans that provides evidence of commitment to the project from financial institutions or other investors; offeror financial statements that depict the sufficiency of offeror's financial resources to carry out the project; and other evidence that demonstrates sufficiency and availability of financial resources to carry out the project and commitments to allocate such resources to the project.</p>	200 points
<p><b><u>Expertise and experience.</u></b>                      The education, training, and general and specific experience of key personnel to be assigned to plan, implement and manage the development project will be assessed. The references provided by offerors will be assessed. A maximum of one hundred (100) points will be awarded under this criterion.</p>	100 points
<p><b><u>Rent.</u></b>                      Rent payments and rent escalations are described in Section 4 of this RFP. Proposals that offer higher rents with higher and more frequent rent escalations will be given higher point scores. If offered, alternatives to rent as indicated in Section 4.4.3 will be evaluated. A maximum of Three Hundred (300) points will be awarded under this criterion.</p>	300 points
<p><b><u>Participation rent.</u></b>                      Participation rent is described in Section 4 of this RFP. Proposals that offer a</p>	

Evaluation Criteria	Value
percentage of gross monthly income and offer higher with more frequent participation rent escalations will be given higher point scores. If offered, alternatives to participation rent as indicated in Section 4.4.3 will be evaluated. A maximum of One Hundred Fifty (150) points will be awarded under this criterion.	150 points
<p><b>Other/Alternative payments/terms.</b></p> <p>Minimum sublessee rent is described in Section 4 of this RFP. Proposals that offer sublessee rent and sublessee participation rent, a higher percentage of gross annual income with higher and more frequent escalations will be given higher point scores. If offered, alternatives to other payments/terms as indicated in Section 4.4.3 will be evaluated. A maximum of Two Hundred (200) points will be awarded under this criterion.</p>	200 points
<b>MAXIMUM POINTS</b>	<b>1000 points</b>



## SECTION 6: PROPOSAL STRUCTURE

Offerors must organize their proposals into the sections delineated below, with tabs separating each section.

### 1. Introduction.

- a. Cover letter (must be on offeror's letterhead)
  - i. Point of Contact. The individual executing the letter shall be identified by name and position and shall be authorized to bind the offeror contractually.
  - ii. Contact Information. Include the offeror's name, address, telephone and facsimile numbers, and email address. Also include the offeror's principal place of business.
- b. Confirmation Statement. A point-by-point response to all numbered sections, subsections, and attachments to the RFP is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall so indicate in the point-by-point response or utilize a blanket response for the entire section with the following statement:

**"(Offeror's Name)" understands and will comply.**

### 2. Company Overview.

- a. Type of firm. State whether offeror is a corporation, partnership, sole proprietorship, joint venture, etc. Provide the organizational documents for offeror and a certificate of good standing from the state or territory of formation.
- b. Year firm established. Indicate the number of years offeror has been in business under its present business name and the number of full-time personnel employed by offeror in the last twelve (12) months.
- c. Other firm names. Indicate all other names by which offeror has been known and the length of time known by each name.
- d. Participating branch offices. If applicable, state the branch offices that participated in the development of the proposal, will participate in the evaluation phase, and will participate in the conduct of any services provided (office name and address).

### 3. Experience of Offeror.

- a. Primary point of contact. Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the GEDA/CLTC and the offeror for all work under the development/lease plan. The manager candidate may be subject to the approval of GEDA/CLTC.
  - i. Provide his/her resume and describe his/her qualifications



- ii. Explain why this person has been selected as the overall project coordinator/manager.
- b. **Key personnel.** Provide the name(s), education, qualifications, experience, and the role of each key personnel assigned. Present an organizational chart identifying the relationships and duties of both the corporate staff and all proposed management and staff to be assigned to assist in the development/lease plan. At a minimum, if the offeror is an individual, the proposal should include a complete resume of the individual. If the offeror is a firm, the proposal should include a resume of all the individuals who will be working on any aspect of the development/lease.
- c. **Client list and work.** Include a listing of current and former clients and a description of the type of professional/business relationship.
- d. **References.** Offeror shall provide a minimum of three (3) references, which may include government agencies, with who the offeror, preferably within the last 5 years, has established a professional or business relationship. At a minimum, the offeror shall provide the reference name, location, contact information, and nature of professional or business relationship or dealings. These references may be contacted to verify offeror's ability to perform the conditions of the lease. GEDA/CLTC reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the lease. Negative references may be grounds for proposal disqualification.

#### 4. Project Plans and Rent.

- a. **Management capability.** Demonstrate and show that as a business entity, offeror has sufficient management competency and that its personnel have appropriate experience and ability to finance, operate, and maintain the nature and scale of the development proposed.
- b. **Work plan.** Offeror should provide a description of the work plan and the methods to be used that will convincingly demonstrate to GEDA/CLTC what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished.
- c. **Rent.** Rent shall be no less than ten percent (10%) of the appraised fair market value. Per Public Law 31-44, two appraisals must be prepared at the expense of the prospective developer with CLTC selection of one appraiser. Prospective developers are required to identify the amount of ground rent to be paid annually/monthly over the term of the lease, taking into account CLTC's objective of generating the highest amount of revenue. Rent shall escalate at a minimum of five (5) year intervals based at a minimum upon current appraisal of fair market value but in no event shall rent be lower than the rent charged during the previous five (5) year period.
- d. **Participation rent.** Participation rent, which is a mutually agreed upon percentage of the revenues generated from the use of the property above a mutually agreed upon revenue threshold shall be paid by the lessee to the landlord beginning on the fifth (5<sup>th</sup>) anniversary of the lease and shall be paid in four (4) equal quarterly installments. To arrive at this threshold, prospective offerors must submit a pro-forma financial statement and propose a reasonable threshold in their proposals to meet this requirement. Proposals must also identify the method by which gross monthly income will be accounted for and any escalations in participation rent offered over the term of the lease.
- e. **Alternative Payment Mechanisms.** Alternatives to rent, participation and subtenant rents may be proposed by offerors in their proposals, however, any proposal suggesting such alternatives must

demonstrate how GEDA/CLTC's objective of generating the highest amount of revenue is achieved by comparing the dollar amount generated by the suggested alternative over the term of the lease to the dollar amount of rent, participation and subtenant payments that would have been generated over the term of the lease.

- f. **Security deposit.** The proposal shall indicate that the offeror agrees to pay a non-refundable security deposit equivalent to a negotiable amount of rent upon execution of a lease.
  - g. **Sublessee use of property.** Offerors must specify in their proposals whether or not subletting (or any form of third party use) is intended for any or all portions of the property being leased and their proposed sublessee rent.
5. **Conflicts of Interest.** The proposal shall also indicate any current or historical engagement or relationships with any public or private party that could potentially create a conflict of interest with GEDA/CLTC, the Government of Guam or any of its agencies or instrumentalities.
  6. **Qualification to do Business.** The offeror must be certified to do business in Guam concurrent with the execution of the lease agreement. Please certify that offeror will comply with this requirement.
  7. **Affirmative Action.** Include a statement that the offeror has established and implemented an Affirmative Action Plan for equal employment opportunities.
  8. **Required Documentation:**
    - a. Major Shareholders Disclosure Affidavit (Attachment A-1)
    - b. Non-Collusion Affidavit (Attachment A-2)
    - c. Non-Gratuity Affidavit (Attachment A-3)
    - d. Affidavit Regarding Contingent Fees (Attachment A-4)
    - e. Ethical Standards Affidavit (Attachment A-5)
    - f. Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination (Attachment A-6)
    - g. Non-Liability Waiver (A-7)

**ATTACHMENT A-1: AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that *[please check only one]*:

The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

The offeror is a corporation, partnership, joint venture, or association known as \_\_\_\_\_ *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*::

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a development agreement is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

\_\_\_\_\_  
 Signature of one of the following:  
 Offeror, if the offeror is an individual;  
 Partner, if the offeror is a partnership;  
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires: \_\_\_\_\_

AG 12-0198  
 April 10, 2012

AG Procurement Form 002 (Rev. Nov. 17, 2005)









**ATTACHMENT A-5: AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF \_\_\_\_\_ )  
ISLAND OF GUAM ) ss.

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant is \_\_\_\_\_ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractors, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_, \_\_\_\_\_

**ATTACHMENT A-6: DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

Procurement No.: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_

I, \_\_\_\_\_ hereby certify under penalty of perjury:

(1) That I am \_\_\_\_\_ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

**§ 5802. Benefits.**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach!]

\_\_\_\_\_  
Signature

AG Procurement Form 006 (Feb. 16, 2010)

AG 12-0198  
April 10, 2012

RFP 20-01  
CLTC Property: Lot 7054-R8, Yigo  
Page 28

**ATTACHMENT A-7: NON-LIABILITY WAIVER**

The information in this RFP is intended to provide general information regarding the development opportunity. This information is not intended or warranted to be a complete statement of potential land use issues and/or procedures to which the developer may be subject, nor is this information intended to be a complete statement of all of the information the developer might be required to ultimately submit.

All facts and opinions stated herein and in any additional information provided by GEDA/CLTC, its staff or its consultants, including but not limited to surveys, statistical and economic data and projections, site conditions and infrastructure systems, are based on available information and no representation or warranty is made with respect thereto.

This RFP does not commit GEDA/CLTC to pay any costs incurred in the preparation of a response. GEDA/CLTC reserves the right to accept or reject any proposal in part or in its entirety. GEDA/CLTC further reserves the right to request and obtain, from one or more of the offerors who submit proposals, supplementary information as may be necessary for GEDA/CLTC, its staff and/or its consultants to analyze the submitted responses to this RFP.

GEDA/CLTC reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or other schedules, should GEDA/CLTC determine, at its sole and absolute discretion, that such changes are necessary.

A signed Non-Liability Waiver must be submitted with the offeror's proposal in response to this RFP.

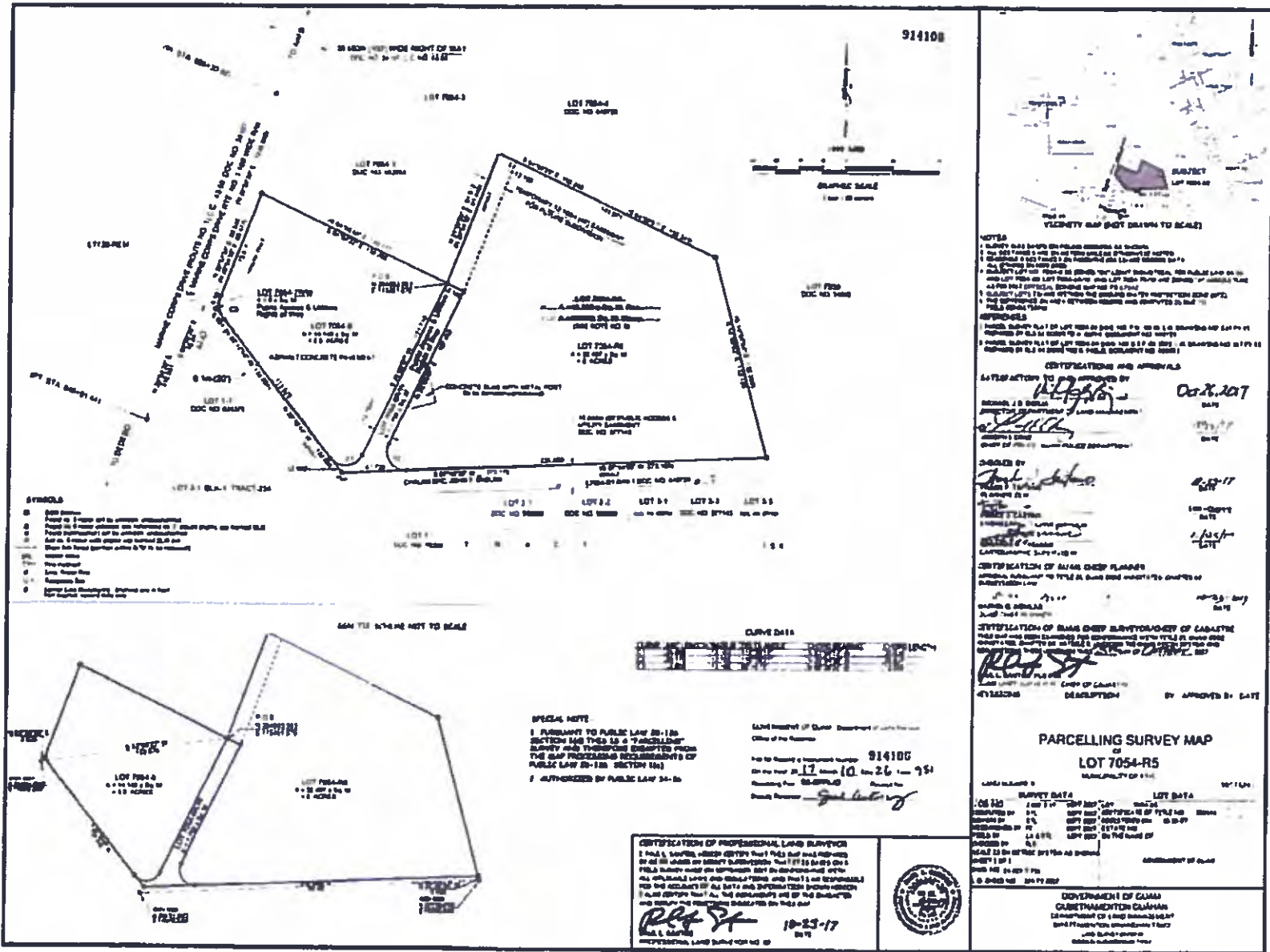
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Business Address and Contact Numbers



ATTACHMENT B: MAP

S-15412



**ATTACHMENT B: MAP (Approximate) Overview**



**ATTACHMENT C: ACKNOWLEDGEMENT OF RECEIPT FORM**

**GUAM ECONOMIC DEVELOPMENT AUTHORITY**

**In order to receive any important information and addenda that may be required of your proposal,  
Please fill out and submit to GEDA this Acknowledge Receipt of**

**RFP 20-01**

***For Lease and Development of CLTC Property: Lot 7054-R8, Yigo, Guam***

**Name of Prospective Offeror** \_\_\_\_\_

**Name of person receiving RFP** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Time** \_\_\_\_\_

**Contact Person regarding RFP** \_\_\_\_\_

**Company/Firm** \_\_\_\_\_

**Title** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

**Contact Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**Address** \_\_\_\_\_

**This form must be filled out and submitted to GEDA via:**

- hand delivery to GEDA office, or
- via fax at 671-649-4146 with Attn: to Mr. Artemio Hernandez, or
- via email to Artemio Hernandez at [a.hernandez@investguam.com](mailto:a.hernandez@investguam.com) with cc to Larry Toves at [ltoves@investugam.com](mailto:ltoves@investugam.com)

**GUAM ECONOMIC DEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSALS NO. 20-02  
FOR LEASE AND DEVELOPMENT OF CHAMORU LAND TRUST COMMISSION PROPERTY:  
LOT 57075 5075-REM-A NEW-R1, TAMUNING, GUAM**

**RFP Issue Date: Month xx, 2019**

**Number of Pages: 33**

**Proposal Due Date and Time:  
Month xx, 2019  
4:00 p.m., CHamoru Standard Time**

**ISSUING AGENCY INFORMATION**

Guam Economic Development Authority  
Ms. Melanie Mendiola, CEO / Administrator  
ITC Building, Suite 511  
590 South Marine Corps Drive  
Tamuning, Guam 96913  
Phone: (671) 647-4332  
Fax: (671) 649-4146  
Website: <http://www.investguam.com>

**Single Point of Contact:**  
Mr. Artemio Hernandez  
Guam Economic Development Authority  
ITC Building, Suite 511  
590 South Marine Corps Drive  
Tamuning, Guam 96913  
Email: [a.hernandez@investguam.com](mailto:a.hernandez@investguam.com)  
Cc: [lloves@investguam.com](mailto:lloves@investguam.com)  
Phone: (671) 647-4332

**INSTRUCTIONS TO OFFERORS**

**Return Proposal to:**  
Artemio Hernandez  
Guam Economic Development Authority  
ITC Building, Suite 511  
590 South Marine Corps Drive  
Tamuning, Guam 96913

**Mark Face of Envelope/Package:**  
RFP Number: RFP 20-02  
RFP Title: For Lease and Development of CHamoru  
Land Trust Commission Property: Lot 5075-REM-A  
New-R1, Tamuning, Guam  
Proposal Due Date: \_\_\_\_\_, 4:00 p.m. (CST)

**OFFERORS MUST COMPLETE THE FOLLOWING**

<b>Offeror Name/Point of Contact/Address:</b>	<b>Authorized Offeror Signatory:</b>  (Please print name and sign in ink)
<b>Offeror Phone Number:</b>	<b>Offeror FAX Number:</b>
<b>Offeror Federal I.D. Number:</b>	<b>Offeror E-mail Address:</b>

**OFFERORS MUST RETURN THIS COVER SHEET WITH THEIR PROPOSALS**



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## OFFEROR'S CHECKLIST

This checklist is provided for assistance only and should not be submitted with Offeror's proposal.

### The 10 Most Critical Things to Keep in Mind When Responding to this RFP

1. \_\_\_\_\_ Read the ***entire*** document. Note critical items such as: mandatory requirements; supplies/services required; Schedule of Events; form of proposals; development agreement requirements (i.e., development agreement performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ Note the procurement administrator's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ Attend the pre-proposal conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify GEDA/CLTC of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ Take advantage of the "question and answer" period. Submit your questions to the procurement administrator by the due date listed in the Schedule of Events and review the answers given, which will be in the form of an addendum to the RFP.
5. \_\_\_\_\_ Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume GEDA/CLTC will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with GEDA/CLTC. The proposals are evaluated based solely on the information and materials provided in your proposal.
7. \_\_\_\_\_ Use the forms provided, i.e., cover page, Non-collusion Affidavit form, etc.
8. \_\_\_\_\_ Check GEDA's website for RFP addenda. Before submitting your proposal, check GEDA's website at <http://www.investguam.com> to see whether any addenda were issued for the RFP. If so, you must submit a signed copy of the addendum for each addendum issued along with your proposal.
9. \_\_\_\_\_ Review and read the RFP document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. \_\_\_\_\_ Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are *never* accepted.



**SECTION 1: SCHEDULE OF EVENTS**

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
<b>RFP Issue Date</b>	Month xx, 2020
<b>Deadline for Receipt of Written Questions</b>	Month xx, 2020 4:00 p.m. (CHamoru Standard Time)
<b>Issuance of Answers to Written Questions</b>	Month xx, 2020
<b>Pre-proposal Conference</b>	None scheduled at this time.
<b>Proposal Due Date</b>	Month xx, 2020 4:00 p.m. (CHamoru Standard Time)
<b>Anticipated Discussions with Offerors</b>	August 2019 (subject to change)
<b>Anticipated Sublease Execution</b>	<b>Subject to Legislative Approval for Lease over 5 years per Public Law 34-99</b>

## **SECTION 2: PROJECT OVERVIEW AND INSTRUCTIONS**

### **2.0 PROJECT OVERVIEW**

The CHamoru Land Trust Commission (hereinafter referred to as "CLTC") via its property manager, the Guam Economic Development Authority (hereinafter referred to as "GEDA"), is issuing this Request for Proposals ("RFP") for the lease availability of Lot 5075-REM-A NEW-RJ, Tamuning, containing 1.9 acres and zoned Multi-Family-R2 (the Property). The Property is located off Route 1, behind East West Rental in Upper Tumon. The CLTC intends to negotiate a lease agreement for the Property that allows a prospective developer to implement its proposed and approved development plans. The Property has potential for development as it is located just off Route 1. CLTC intends to negotiate a lease agreement for the Property that allows a prospective lessee to utilize the Property for land uses consistent with the R2 zoning designation. If required, the offeror will be allowed to pledge the leasehold interest in the property to secure development financing. The property is located in Census Tract 66010951901 which is a Qualified Opportunity Zone (QOZ) pursuant to Section 13823 of U. S. Public Law 115-97 which provides tax incentives for investments in QOZs.

### **2.1 REQUEST FOR PROPOSAL**

**2.1.1. Availability.** This RFP is available for public inspection and download from the GEDA website at [www.investguam.com](http://www.investguam.com). A CD copy of the RFP may also be picked up at the GEDA office located on the 5<sup>th</sup> floor of the ITC Building 590 South Marine Corps Drive, Tamuning, Guam 96913, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. Offerors **MUST** complete, and submit to GEDA, the **ACKNOWLEDGEMENT OF RECEIPT FORM** set forth in the Attachment C of this RFP in order to receive addenda, responses or other related notices. Failure by prospective offerors to submit the Acknowledgement of Receipt Form to GEDA may result in the prospective offeror not receiving notices from GEDA regarding this RFP, including addenda, point deductions during the proposal evaluation process, or proposals may be deemed non-responsive.

**2.1.2. Amendments.** GEDA/CLTC reserve all rights to revise or amend this RFP prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or addendum to this RFP and shall be identified as such. Any amendment(s) shall refer to the portions of the RFP it amends. Amendments and addenda shall be sent to all prospective offerors who have completed and submitted the Acknowledgement of Receipt Form to GEDA and shall also be made available on GEDA's website. All prospective offerors who have completed and submitted the Acknowledgement of Receipt Form to GEDA must acknowledge receipt of all amendments or addenda issued.

### **2.2 RESERVED**

### **2.3 PRE-PROPOSAL QUESTIONS AND CONFERENCE**

**2.3.1 Pre-Proposal Questions.** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address their questions in writing via e-mail to the Procurement Officer (with cc to Mr. Larry Toves at [ltoves@investguam.com](mailto:ltoves@investguam.com)) referenced above on or before the deadline set forth in the Schedule of Events. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline may not be considered.

**2.3.2 GEDA Answers.** GEDA will provide an official written answer by the date set forth in the Schedule of Events to all questions received by the stated due date. GEDA's response will be by written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the GEDA/CLTC. Any written addendum will be forwarded to all entities or individuals who have picked-up this RFP and have completed and submitted an Acknowledgement of Receipt Form by the close of business on the date of issuance of GEDA's answers. Offerors must sign and return any and all addenda with their proposals.

**2.3.3 Pre-proposal Conferences.** Pre-proposal conferences may be permitted any time prior to the deadline for submission of proposals. The conferences will be conducted only to explain the procurement requirements for this Request for Proposal. Notice of any pre-proposal conference will be provided to all entities or individuals who have picked-up this RFP and completed and submitted an Acknowledgement of Receipt Form. GEDA will notify all registered offerors in writing via an addendum to this RFP of any substantive clarification provided in response to any inquiry raised during the pre-proposal conference.

## **2.4 PROPOSALS**

**2.4.1. General.** Proposals must be in writing, signed in ink, and prepared as described in Section 6. Offerors must clearly mark one proposal as "ORIGINAL" and provide three (3) copies and one (1) Disc. The original and copies must be placed in a sealed envelope clearly labeled with the RFP Number, RFP Title, and Proposal Due Date. The original should be unbound and each hard copy must be separately bound. Erasures or other changes in a proposal must be explained or noted over the signature of the offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by GEDA/CLTC as being non-compliant.

**2.4.2. Multiple Proposals.** Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

**2.4.3. Modification or Withdrawal of Proposals.** Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

**2.4.4. No Late Proposals.** Proposals must be received at the receptionist's desk of GEDA by the Proposal Due Date set forth in the Schedule of Events. Email or facsimile proposals will not be accepted. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

**2.4.5. GEDA/CLTC Not Responsible for Preparation Costs.** The costs for developing and delivering proposals in response to this RFP and any subsequent presentations of the proposal as requested by GEDA/CLTC shall be at the sole cost and expense of the offeror. GEDA/CLTC is not liable for any expense incurred by the offeror in the preparation, delivery, and/or presentation of its proposal or any other costs incurred by the offeror.

**2.4.6. All Timely Submitted Materials Become GEDA/CLTC Property.** All materials submitted in response to this RFP become the property of GEDA/CLTC and shall be appended to any formal documentation, which would further define or expand any contractual/development agreement relationship between GEDA/CLTC and offeror resulting from this RFP process.

**2.4.7. Rejection of Proposals.** Any proposal submitted in response to this RFP may be rejected in whole or in part when it is in the best interests of GEDA/CLTC or the government of Guam in accordance with Guam Procurement Regulations § 3115(e).

## **2.5 DISCUSSIONS AND EVALUATION**

**2.5.1. Evaluation Committee.** Upon opening the proposals received in response to this RFP, the CEO / Administrator, Acting or Deputy Administrator of GEDA will establish an evaluation committee, as approved by the CLTC, to hold any necessary discussions with offerors and to review and evaluate all timely proposals received.

**2.5.2. Discussions.** In accordance with the Guam Procurement Regulations, the evaluation committee may conduct discussions with any offeror. The purposes of such discussions shall be to (1) determine in greater detail the offeror's qualifications; and (2) explore with the offeror the scope and nature of the proposal, the offeror's proposed method of performance, and the relative utility of alternative methods of approach. The discussion(s) may be video or tape-recorded. At least one key offeror representative must be present for such discussion(s). In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

**2.5.3. Evaluation of Proposals.** The evaluation committee will review and score written proposals based on the Evaluation Criteria identified in Section 5. The evaluation team may utilize other sources for technical assistance and guidance.

**2.5.4. Selection of the Best Qualified Offerors and Award.** After completion of Discussion and Evaluation of Proposals phases, the evaluation committee shall select, in the order of their respective qualification ranking, no fewer than three (3) offerors (or such lesser number if less than three (3) acceptable proposals were submitted) deemed to be the best qualified. The procurement administrator will review the ranking to ensure its compliance with the RFP process and evaluation criteria before presenting the evaluation committee's ranking to the CEO / Administrator for approval. Once approved, GEDA/CLTC shall negotiate with the best qualified offeror for a lease agreement at compensation determined in writing to be fair and reasonable. If compensation, lease agreement requirements, and development agreement documents are agreed upon with the best qualified offeror, a recommendation will be made to the CLTC for award to that offeror. If negotiations fail with the best qualified offeror, GEDA/CLTC may enter into negotiations with the next qualified offeror, and so on, as provided in the Guam Procurement Regulations.

## **2.6 LEASE AGREEMENT**

**2.6.1. Lease Agreement.** A Lease Agreement will be entered into between the offeror selected and CLTC.

**2.6.2. Term of Lease Agreement.** To allow prospective developers to invest in the Property and recover investments, CLTC proposes to allow a lessee to lease the property for a term of up to fifty (50) years with one or more options to extend the term for an additional Forty-Nine (49) years. Such term will be subject to negotiations based primarily upon the amount of time required by the lessee to recover its investment, satisfy financing requirements and profit from investments. If a term(s) of more than five (5) years is proposed, GEDA/CLTC, along with the selected offeror, must comply with those processes mandated by Public Law 34-99 in order to fully execute a lease which will also require Guam Legislative approval of the resulting lease.

### 2.6.3 Reserved.

## 2.7 REQUIRED AFFIDAVITS AND ASSURANCES

Each offeror is required to submit the affidavits and assurances attached as **Attachments A-1 through A-7**. Failure to include said affidavits and assurances shall render a proposal non-responsive.

- Disclosure of major shareholders per 5 G.C.A. § 5233 (Attachment A-1). As a condition of this RFP, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.
- Certification of Independent Price Determination (Non-Collusion) per 2 GAR § 3126 (Attachment A-2). By submitting an offer, the offeror certifies that the price submitted was independently arrived at without collusion.
- Representation Regarding Gratuities and Kickbacks per 5 G.C.A. § 5630 (Attachment A-3). **Gratuities**. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks**. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a development agreement to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.



- Prohibition against Contingent Fees per 2 GAR § 11108 (Attachment A-4). It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- Representation regarding Ethical Standards per 2 GAR § 11103 (Attachment A-5). The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- Wage Determination per 5 G.C.A. § 5801 (Attachment A-6). In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. The Wage Determination can be found at the following website: <http://www.wdol.gov/wdol/scafiles/std/05-2147.txt>.
- Benefits Determination per 5 G.C.A. § 5802 (Attachment A-6). In addition to the Wage Determination detailed in 5 G.C.A. Chapter 5, Article 13, any development agreement to which 5 G.C.A. Chapter 5, Article 13 applies shall also contain provisions mandating health and similar benefits for employees covered by 5 G.C.A. Chapter 5, Article 13, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.
- Non-liability Waiver (Attachment A-7). All facts and opinions stated herein and in any additional information provided by GEDA/CLTC, its staff or its consultants, including but not limited to surveys, statistical and economic data and projections, site conditions and infrastructure systems, are based on available information and no representation or warranty is made with respect thereto.

## **2.8 PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS**

Pursuant to 5 G.C.A. § 5253,

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

(b) All development agreements for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

## SECTION 3: GENERAL INFORMATION

### 3.0 AUTHORITY

This RFP is issued under the authority of the Guam Procurement Act and the Guam Procurement Regulations. The request for proposal process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

### 3.1 OFFEROR COMPETITION

GEDA/CLTC encourages free and open competition among offerors. Whenever possible, GEDA/CLTC will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy GEDA/CLTC's need to procure technically sound proposals.

### 3.2 SINGLE POINT OF CONTACT

From the date this RFP is issued until final award, offerors shall not communicate with any GEDA/CLTC, its Board Members or officials regarding this procurement, except at the direction of the Procurement Officer and Administrator in charge of this solicitation. All communications should be addressed to the Single Point of Contact with cc to Mr. Larry Toves at [ltoves@investguam.com](mailto:ltoves@investguam.com). Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Mr. Artemio Hernandez  
Guam Economic Development Authority  
ITC Building, Suite 511  
590 South Marine Corps Drive  
Tamuning, Guam 96913  
Phone Number: (671) 647-4332  
Fax Number: (671) 649-4146  
Email: [a.hernandez@investguam.com](mailto:a.hernandez@investguam.com)  
Cc: [ltoves@investguam.com](mailto:ltoves@investguam.com)

### 3.3 SUBLESSEES

The offeror awarded under this RFP shall be the Lessee and shall be responsible, in total, for performance of the Lease. All sub-lessees, if known at the time of proposal submission, must be listed in the proposal. CLTC/GEDA reserves the right to approve all sub-lessees. The lessee shall be responsible to CLTC/GEDA for the acts and omissions of all sub-lessees or agents and of persons directly or indirectly employed by such sub-lessees, and for the acts and omissions of persons employed directly by the lessee. Further, nothing contained within this document or any lease documents created as a result of any lease awards derived from this RFP shall create any contractual/lease relationship(s) between any sub-lessee and CLTC/GEDA.

### **3.4 TAXES**

Offerors are cautioned that they are subject to Guam Business Privilege Taxes and Guam Income Taxes. Specific information regarding taxes may be obtained from the Director of Revenue and Taxation.

### **3.5 LICENSING**

Offerors are cautioned that they may be subject to Guam Licensing laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

### **3.6 RECEIPT/OPENING OF PROPOSALS**

Proposals shall not be opened publicly and shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure location until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposals may be opened to public inspection only after award of the development agreement.

### **3.7 CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE**

All proposals will initially be classified as either "responsive" or "non-responsive". Proposals may be found non-responsive any time during the evaluation process or development agreement negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

### **3.8 DETERMINATION OF RESPONSIBILITY**

The procurement administrator will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through development agreement negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed and or emailed to the affected offeror.

### **3.9 COMPLETENESS OF PROPOSALS**

Selection and award will be based on the information contained in the offeror's proposal. Proposals may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by GEDA/CLTC. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

### **3.10 INSURANCE**

The selected offeror shall secure all insurance required by Guam law and may be required to procure other insurance as determined by GEDA/CLTC, including, without limitation, workers compensation, automobile liability, comprehensive general liability, professional liability and errors and omissions.

### **3.11 FAILURE TO COMPLY WITH INSTRUCTIONS**

Offerors failing to comply with the instructions set forth in this RFP may be subject to point deductions. GEDA/CLTC may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

### **3.12 GEDA/CLTC'S RIGHTS RESERVED**

While GEDA/CLTC has every intention to award a lease agreement as a result of this RFP, issuance of the RFP in no way constitutes a commitment by GEDA/CLTC to award and execute a lease agreement. Upon a determination such actions would be in its best interest, GEDA/CLTC, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Waive any minor informalities in proposals received, or have them corrected by the offeror in accordance with applicable regulations;
- Not award if it is in the best interest of CLTC not to proceed with development agreement execution; or
- If awarded, terminate any development agreement if GEDA/CLTC determines adequate funds are not available.

### **3.13 NONDISCLOSURE OF DATA**

In accordance with Guam Procurement Regulations § 3114(h) (2), offerors may identify trade secrets and other proprietary data contained in their proposals. If the offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, GEDA/CLTC shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, GEDA/CLTC shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

### **3.14 DEBARMENT**

The offeror certifies, by submitting its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (development agreement) by any governmental department or agency. If an offeror cannot certify this statement, attach a written explanation for review by GEDA/CLTC.



### **3.15 NON-LIABILITY WAIVER**

The information in this RFP is intended to provide general information regarding the development opportunity. This information is not intended or warranted to be a complete statement of potential land/building use issues and/or procedures to which the offeror maybe subject, nor is this information intended to be a complete statement of all of the information the offeror might be required to ultimately submit. All facts and opinions stated herein and in any additional information provided by GEDA/CLTC, including but not limited to surveys, statistical and economic data and projections, site conditions and infrastructure systems, are based on available information and no representation or warranty is made with respect thereto. Each individual or firm submitting a proposal shall execute a Non-Liability Waiver, in the form provided as **Attachment A-7**, with its proposal.

## SECTION 4: SCOPE OF PROJECT

### 4.0 OVERVIEW

The CHamoru Land Trust Commission (hereinafter referred to as "CLTC") via its property manager, the Guam Economic Development Authority (hereinafter referred to as "GEDA"), is issuing this Request for Proposals ("RFP") for the lease availability of Lot 5075-REM-A NEW-RI, Tamuning, containing 1.9 acres and zoned Multi-Family-R2 (the Property). The Property is located off Route 1, behind East West Rental in Upper Tumon. The CLTC intends to negotiate a lease agreement for the Property that allows a prospective developer to implement its proposed and approved development plans. The Property has potential for development based upon its location near Route 1. CLTC intends to negotiate a lease agreement for the Property that allows a prospective lessee to utilize the Property for land uses consistent with the R2 zoning designation. If required, the offeror will be allowed to pledge the leasehold interest in the property to secure development financing. The property is located in Census Tract 66010951901 which is a Qualified Opportunity Zone (QOZ) pursuant to Section 13823 of U. S. Public Law 115-97 which provides tax incentives for investments in QOZs.

To allow prospective developers to invest in the Property and recover investments, CLTC proposes to allow a lessee to lease the property for a term of up to fifty (50) years with one or more options to extend the term for an additional Forty-Nine (49) years. Such term will be subject to negotiations based primarily upon the amount of time required by the lessee to recover its investment, satisfy financing requirements and profit from investments. If a term(s) of more than five (5) years is proposed, GEDA/CLTC, along with the selected offeror, must comply with those processes mandated by Public Law 34-99 in order to fully execute a lease which will also require Guam Legislative approval of the resulting lease.

A description of the property and expectations of the selected developer are presented below.

### 4.1 PROPERTY USE CONSIDERATIONS

**4.1.1 Property Location.** The Property is located off Route 1, behind the East West Rental Center in Upper Tumon, Guam (See attached Map).

**4.1.2 Previous Land Use.** The Property was not previously used by the Government of Guam. However, in March 2019, the CLTC executed a Right of Entry Agreement with the Guam Waterworks Authority (GWA) authorizing GWA to access an adjacent property in exchange for building a fence where the fence does not exist and a gate, clearing vegetation, building a ponding basin and ensuring that no contaminants after improvements have been made on Lot 5075-REM-A NEW-RI.

**4.1.3 Current Zoning.** The property is zoned Multi-Family R2. If a change to this zoning designation is needed to implement the developer's plans, an explanation of the need for change must be included in the proposal submitted in response to this RFP.

**4.1.4 Mining of Property.** Should aggregate mining be intended by the prospective developer as part of its development plan, GEDA/CLTC requires that proposal in response to this RFP discuss how the property will become usable after the developer ceases to use the property for this purpose and discuss royalties that will be paid from the use of the property for this purpose.

**4.1.5 Adjacent Properties.** Depending on the Offeror's intended use and considering the Property location is near residential and commercial uses, Offerors may be required to consult with affected nearby property owner(s) and secure appropriate approval(s).

## **4.2 CLTC and GEDA COMMITMENTS**

- To support designation of the appropriate zone for the property to accommodate the development plan, to the extent allowable by law.
- To support the developer in satisfying all regulatory, land use, environmental, business, building and other local and federal permitting requirements, to the extent allowable by law.
- To support the developer in presenting and securing approval of the lease agreement to the extent allowable by law.

## **4.3 OFFER RESPONSIBILITIES**

A lease agreement(s) will be prepared once negotiations with the successful offeror(s) have concluded. Since the lease will require offeror(s) to carry out various responsibilities, including, but not limited to those listed below, proposals must indicate concurrence with paying the costs for and carrying out the major responsibilities listed below:

**4.3.1 Conceptual Plan.** Prepare a conceptual plan for the proposed development, commit to a specific development schedule and secure all necessary development permits. In submitting a proposal in response to this RFP, offerors are required to submit this conceptual plan for the development of the property or portion(s) thereof which shall identify the type of use, the market demand for the goods and/or services to be offered, a rough order of magnitude cost for developing the site and the offeror's ability to finance development and operations including evidence of such financial ability.

**4.3.2. Business Plan.** Create for itself and for CLTC, a Business Plan that contains a project pro forma consistent with the conceptual plan covering the period of time required by the offeror(s) for project development and operation.

**4.3.3 Infrastructure.** Plan, implement and fund all infrastructure improvements needed for development plans.

**4.3.4. Management.** Accept management and maintenance responsibility for the Property that preserves the value and revenue generating capacity of the Property.

**4.3.5. Environmental Remediation (If Needed).** Accept responsibility for performance and costs of any environmental remediation required to develop the Property as proposed. Prospective lessees shall prepare a Phase I Environmental Site Assessment before the issuance of a lease agreement and shall provide a performance bond to ensure that the property is returned in an acceptable end-state.

**4.3.6. Insurance.** Obtain all required property, liability and workmen's compensation insurance, and indemnify CLTC and GEDA from any liability arising from the development and use of the Property.

**4.3.7 Survey/Retracement.** Prepare a property boundary survey/retracement map of the Property and obtain all required approvals. Survey monuments must be maintained and visible at all times for inspection by CLTC/GEDA.

**4.3.8. Fees.** Pay all fees associated with the recording the Lease at the Department of Land Management.

#### **4.4 OFFEROR REQUIREMENTS**

A primary consideration of the CLTC and the Government of Guam is the benefits to be derived through the lease and development of this valuable asset. Traditional methods of generating revenue are addressed in subsections 4.4.1 and 4.4.2 below. However, CLTC, GEDA and the Government of Guam recognize that significant public benefits can also be derived through public/private partnerships and other mechanisms that, considered as a whole, exceed the benefits derived from a traditional real property lease transaction. Should other non-traditional methods be proposed by the offeror, these methods will be given serious consideration but offerors must still identify the benefits that would have been derived from a strict real estate lease transaction for comparative purposes. Offerors are required to address the following requirements in their proposals:

**4.4.1. Rent.** Rent shall be no less than ten percent (10%) of the appraised fair market value. Per Public Law 31-44, two appraisals must be prepared at the expense of the prospective developer with CLTC selection of one appraiser. Prospective developers are required to identify the amount of ground rent to be paid annually/monthly over the term of the lease, taking into account CLTC's objective of generating the highest amount of revenue. Rent shall escalate at a minimum of five (5) year intervals based at a minimum upon current appraisal of fair market value but in no event shall rent be lower than the rent charged during the previous five (5) year period.

**4.4.2. Participation Rent.** Participation rent, which is a mutually agreed upon percentage of the revenues generated from the use of the property above a mutually agreed upon revenue threshold shall be paid by the lessee to the landlord beginning on the fifth (5<sup>th</sup>) anniversary of the lease and shall be paid in four (4) equal quarterly installments. To arrive at this threshold, prospective offerors must submit a pro-forma financial statement and propose a reasonable threshold in their proposals to meet this requirement

**4.4.3. Alternative Payment Mechanisms.** Alternatives to property rent, subtenant and other rents such as installation of utility infrastructure at CLTC properties; survey and subdivision of CLTC properties for residential development; clearing of access to CLTC properties and other alternatives to rent may be proposed by offerors in their proposals, however, any proposal suggesting such alternatives must demonstrate how CLTC's objective of generating the highest amount of revenue is achieved by comparing the suggested alternative to the property rent, subtenant and other payments described above. Alternative payment schedules including rent deferrals may also be proposed but in no event will the total amount of rent be reduced. Interest may also be charged on any deferred rents.

**4.4.4. Security Deposit.** The proposal shall indicate that the developer(s) agrees to pay a non-refundable security deposit upon execution of a lease and the amount of such security deposit.

**4.4.5. Sublessee Use of Property.** Offerors must specify in their proposals whether or not subletting (or any form of third party use) is intended for any or all portions of the property being leased. Should subletting be intended, offerors shall identify the percentage of sublessee rents paid to be paid to CLTC/GEDA, if any. In addition, participation rent as described above may be required to be paid by sublessees. The actual sublease must receive approval from CLTC.



**4.4.6. Other Requirements.** To ensure acceptability of the intended lease agreement by the public and the government of Guam, compliance with 21 GCA Section 75122 is required however, additional requirements may be imposed and/or negotiated that are not specifically identified in this RFP, at the discretion of the Government of Guam. In addition, Public Law 34-99 requires Legislative approval of all leases whose term exceeds five (5) years. Additional requirement(s) may be imposed by the Guam Legislature. By submitting a proposal in response to this RFP, prospective offerors understand and agree that additional requirements may be negotiated by the Executive and/or Legislative Branches of the Government of Guam.

**SECTION 5: EVALUATION CRITERIA**

After receipt of all proposals, an evaluation committee will be convened to review and evaluate the proposals according to the following criteria based on a maximum possible value of 1,000 points. In the event of tie scores, proposals will be further evaluated in terms of their potential to ~~grow the economy through the generation of jobs, creation of direct and indirect economic activity in the shortest possible time, utilization of existing businesses without unduly competing against them, and other objectives contained in GEDA's enabling legislation, 12 G.C.A. § 50101 et seq~~ provide additional benefits to CLTC and its beneficiaries as provided in CLTC's enabling legislation, 21 G.C.A. Chapter 75.

Offerors are required to address each evaluation criterion listed herein in their proposals. In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance are as follows:

Evaluation Criteria	Value
<p><b><u>Conformance with RFP requirements</u></b></p> <p>Proposals will be awarded a maximum of fifty (50) points for providing all of the information required by this RFP. Proposals that do not provide all of the information required by this RFP could have points deducted under this criterion or the proposals could be deemed non-responsive depending upon the importance of the information, at GEDA/CLTC's discretion.</p>	50 points
<p><b><u>Financial ability to develop.</u></b></p> <p>Proposals will be awarded a maximum of two hundred (200) points for providing a comprehensive, detailed description of the offeror's financing plans that provides evidence of commitment to the project from financial institutions or other investors; offeror financial statements that depict the sufficiency of offeror's financial resources to carry out the project; and other evidence that demonstrates sufficiency and availability of financial resources to carry out the project and commitments to allocate such resources to the project.</p>	200 points
<p><b><u>Expertise and experience.</u></b></p> <p>The education, training, and general and specific experience of key personnel to be assigned to plan, implement and manage the development project will be assessed. The references provided by offerors will be assessed. A maximum of one hundred (100) points will be awarded under this criterion.</p>	100 points



Evaluation Criteria	Value
<p><b><u>Rent.</u></b>  Rent payments and rent escalations are described in Section 4 of this RFP. Proposals that offer higher rents with higher and more frequent rent escalations will be given higher point scores. If offered, alternatives to rent as indicated in Section 4.4.3 will be evaluated. A maximum of Three Hundred (300) points will be awarded under this criterion.</p>	300 points
<p><b><u>Participation rent.</u></b>  Participation rent is described in Section 4 of this RFP. Proposals that offer a percentage of gross monthly income and offer higher with more frequent participation rent escalations will be given higher point scores. If offered, alternatives to participation rent as indicated in Section 4.4.3 will be evaluated. A maximum of One Hundred Fifty (150) points will be awarded under this criterion.</p>	150 points
<p><b><u>Other/Alternative payments/terms.</u></b>  Minimum sublessee rent is described in Section 4 of this RFP. Proposals that offer sublessee rent and sublessee participation rent, a higher percentage of gross annual income with higher and more frequent escalations will be given higher point scores. If offered, alternatives to other payments/terms as indicated in Section 4.4.3 will be evaluated. A maximum of Two Hundred (200) points will be awarded under this criterion.</p>	200 points
<b>MAXIMUM POINTS</b>	<b>1000 points</b>

## SECTION 6: PROPOSAL STRUCTURE

Offerors must organize their proposals into the sections delineated below, with tabs separating each section.

### 1. Introduction.

- a. Cover letter (must be on offeror's letterhead)
  - i. Point of Contact. The individual executing the letter shall be identified by name and position and shall be authorized to bind the offeror contractually.
  - ii. Contact Information. Include the offeror's name, address, telephone and facsimile numbers, and email address. Also include the offeror's principal place of business.
- b. Confirmation Statement. A point-by-point response to all numbered sections, subsections, and attachments to the RFP is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall so indicate in the point-by-point response or utilize a blanket response for the entire section with the following statement:

**"(Offeror's Name)" understands and will comply.**

### 2. Company Overview.

- a. Type of firm. State whether offeror is a corporation, partnership, sole proprietorship, joint venture, etc. Provide the organizational documents for offeror and a certificate of good standing from the state or territory of formation.
- b. Year firm established. Indicate the number of years offeror has been in business under its present business name and the number of full-time personnel employed by offeror in the last twelve (12) months.
- c. Other firm names. Indicate all other names by which offeror has been known and the length of time known by each name.

- d. Participating branch offices. If applicable, state the branch offices that participated in the development of the proposal, will participate in the evaluation phase, and will participate in the conduct of any services provided (office name and address).

### 3. Experience of Offeror.

- a. Primary point of contact. Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the GEDA/CLTC and the offeror for all work under the development/lease plan. The manager candidate may be subject to the approval of GEDA/CLTC.
  - i. Provide his/her resume and describe his/her qualifications
  - ii. Explain why this person has been selected as the overall project coordinator/manager.
- b. Key personnel. Provide the name(s), education, qualifications, experience, and the role of each key personnel assigned. Present an organizational chart identifying the relationships and duties of both the corporate staff and all proposed management and staff to be assigned to assist in the development/lease plan. At a minimum, if the offeror is an individual, the proposal should include a complete resume of the individual. If the offeror is a firm, the proposal should include a resume of all the individuals who will be working on any aspect of the development/lease.
- c. Client list and work. Include a listing of current and former clients and a description of the type of professional/business relationship.
- d. References. Offeror shall provide a minimum of three (3) references, which may include government agencies, with who the offeror, preferably within the last 5 years, has established a professional or business relationship. At a minimum, the offeror shall provide the reference name, location, contact information, and nature of professional or business relationship or dealings. These references may be contacted to verify offeror's ability to perform the conditions of the lease. GEDA/CLTC reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the lease. Negative references may be grounds for proposal disqualification.

### 4. Project Plans and Rent.

- a. Management capability. Demonstrate and show that as a business entity, offeror has sufficient management competency and that its personnel have appropriate experience and ability to finance, operate, and maintain the nature and scale of the development proposed.
- b. Work plan. Offeror should provide a description of the work plan and the methods to be used that will convincingly demonstrate to GEDA/CLTC what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished.
- c. Rent. Rent shall be no less than ten percent (10%) of the appraised fair market value. Per Public Law 31-44, two appraisals must be prepared at the expense of the prospective developer with CLTC selection of one appraiser. Prospective developers are required to identify the amount of ground rent to be paid annually/monthly over the term of the lease, taking into account CLTC's objective of generating the highest amount of revenue. Rent shall escalate at a minimum of five

- (5) year intervals based at a minimum upon current appraisal of fair market value but in no event shall rent be lower than the rent charged during the previous five (5) year period.
- d. **Participation rent.** Participation rent, which is a mutually agreed upon percentage of the revenues generated from the use of the property above a mutually agreed upon revenue threshold shall be paid by the lessee to the landlord beginning on the fifth (5<sup>th</sup>) anniversary of the lease and shall be paid in four (4) equal quarterly installments. To arrive at this threshold, prospective offerors must submit a pro-forma financial statement and propose a reasonable threshold in their proposals to meet this requirement. Proposals must also identify the method by which gross monthly income will be accounted for and any escalations in participation rent offered over the term of the lease.
  - e. **Alternative Payment Mechanisms.** Alternatives to rent, participation and subtenant rents may be proposed by offerors in their proposals, however, any proposal suggesting such alternatives must demonstrate how GEDA/CLTC's objective of generating the highest amount of revenue is achieved by comparing the dollar amount generated by the suggested alternative over the term of the lease to the dollar amount of rent, participation and subtenant payments that would have been generated over the term of the lease.
  - f. **Security deposit.** The proposal shall indicate that the offeror agrees to pay a non-refundable security deposit equivalent to a negotiable amount of rent upon execution of a lease.
  - g. **Sublessee use of property.** Offerors must specify in their proposals whether or not subletting (or any form of third party use) is intended for any or all portions of the property being leased and their proposed sublessee rent.
5. **Conflicts of Interest.** The proposal shall also indicate any current or historical engagement or relationships with any public or private party that could potentially create a conflict of interest with GEDA/CLTC, the Government of Guam or any of its agencies or instrumentalities.
  6. **Qualification to do Business.** The offeror must be certified to do business in Guam concurrent with the execution of the lease agreement. Please certify that offeror will comply with this requirement.
  7. **Affirmative Action.** Include a statement that the offeror has established and implemented an Affirmative Action Plan for equal employment opportunities.
  8. **Required Documentation:**
    - a. Major Shareholders Disclosure Affidavit (Attachment A-1)
    - b. Non-Collusion Affidavit (Attachment A-2)
    - c. Non-Gratuity Affidavit (Attachment A-3)
    - d. Affidavit Regarding Contingent Fees (Attachment A-4)
    - e. Ethical Standards Affidavit (Attachment A-5)
    - f. Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination (Attachment A-6)
    - g. Non-Liability Waiver (A-7)









**ATTACHMENT A-4: AFFIDAVIT RE CONTINGENT FEES**

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]

\_\_\_\_\_.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this development agreement. This statement is made in pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a development agreement with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_, \_\_\_\_\_.

**ATTACHMENT A-5: AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF \_\_\_\_\_ )  
ISLAND OF GUAM ) ss.  
 )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant is \_\_\_\_\_ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractors, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_, \_\_\_\_\_.

AG 12-0198  
April 10, 2012

AG Procurement Form 005 (Jul. 12, 2010)

**ATTACHMENT A-6: DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE  
DETERMINATION**

RFP 20-0xx  
CLTC Property: Lot 5075, Tamuning  
Page 28



Procurement No.: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_

I, \_\_\_\_\_ hereby certify under penalty of perjury:

(1) That I am \_\_\_\_\_ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

**§ 5802. Benefits.**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach!]

\_\_\_\_\_  
Signature

AG 12-0198  
April 10, 2012

AG Procurement Form 006 (Feb. 16, 2010)

**ATTACHMENT A-7: NON-LIABILITY WAIVER**

The information in this RFP is intended to provide general information regarding the development opportunity. This information is not intended or warranted to be a complete statement of potential land use issues and/or

RFP 20-0xx  
CLTC Property: Lot 5075, Tamuning  
Page 29

procedures to which the developer may be subject, nor is this information intended to be a complete statement of all of the information the developer might be required to ultimately submit.

All facts and opinions stated herein and in any additional information provided by GEDA/CLTC, its staff or its consultants, including but not limited to surveys, statistical and economic data and projections, site conditions and infrastructure systems, are based on available information and no representation or warranty is made with respect thereto.

This RFP does not commit GEDA/CLTC to pay any costs incurred in the preparation of a response. GEDA/CLTC reserves the right to accept or reject any proposal in part or in its entirety. GEDA/CLTC further reserves the right to request and obtain, from one or more of the offerors who submit proposals, supplementary information as may be necessary for GEDA/CLTC, its staff and/or its consultants to analyze the submitted responses to this RFP.

GEDA/CLTC reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or other schedules, should GEDA/CLTC determine, at its sole and absolute discretion, that such changes are necessary.

A signed Non-Liability Waiver must be submitted with the offeror's proposal in response to this RFP.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Business Address and Contact Numbers

**ATTACHMENT B: MAP**

**CITY OF DALLAS**  
PLANNING DEPARTMENT  
2/26/15  
[Signature]

5-15/64  
-0xx  
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**ATTACHMENT B: MAP (Approximate) Overview**



**ATTACHMENT C: ACKNOWLEDGEMENT OF RECEIPT FORM**

**GUAM ECONOMIC DEVELOPMENT AUTHORITY**

RFP 20-0xx  
CLTC Property: Lot 5075, Tamuning  
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**In order to receive any important information and addenda that may be required of your proposal,  
Please fill out and submit to GEDA this Acknowledge Receipt of**

**RFP 20-02**

**For Lease and Development of CLTC Property: Lot 5075-REM-A NEW-R1, Tamuning, Guam**

**Name of Prospective Offeror** \_\_\_\_\_

**Name of person receiving RFP** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Time** \_\_\_\_\_

**Contact Person regarding RFP** \_\_\_\_\_

**Company/Firm** \_\_\_\_\_

**Title** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

**Contact Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**Address** \_\_\_\_\_

**This form must be filled out and submitted to GEDA via:**

- hand delivery to GEDA office, or
- via fax at 671-649-4146 with Attn: to Mr. Artemio Hernandez, or
- via email to Artemio Hernandez at [a.hernandez@investguam.com](mailto:a.hernandez@investguam.com) with cc to Larry Toves at [ltoves@investugam.com](mailto:ltoves@investugam.com)



**GUAM ECONOMIC DEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSALS NO. 20-03  
FOR LEASE AND DEVELOPMENT OF CHAMORU LAND TRUST COMMISSION PROPERTY:  
TRACT 111, LOT 12, TAMUNING, GUAM**

<b>RFP Issue Date:</b> Month xx, 2020	<b>Number of Pages:</b> 33
<b>Proposal Due Date and Time:</b> Month xx, 2020 4:00 p.m., CHamoru Standard Time	

**ISSUING AGENCY INFORMATION**

Guam Economic Development Authority  
Artemio Hernandez, CEO / Administrator  
ITC Building, Suite 511  
590 South Marine Corps Drive  
Tamuning, Guam 96913  
Phone: (671) 647-4332  
Fax: (671) 649-4146  
Website: <http://www.investguam.com>

**Single Point of Contact:**  
Mr. Artemio Hernandez  
Guam Economic Development Authority  
ITC Building, Suite 511  
590 South Marine Corps Drive  
Tamuning, Guam 96913  
Email: [a.hernandez@investguam.com](mailto:a.hernandez@investguam.com)  
Cc: [lloves@investguam.com](mailto:lloves@investguam.com)  
Phone: (671) 647-4332

**INSTRUCTIONS TO OFFERORS**

<b>Return Proposal to:</b> Artemio Hernandez Guam Economic Development Authority ITC Building, Suite 511 590 South Marine Corps Drive Tamuning, Guam 96913	<b>Mark Face of Envelope/Package:</b> RFP Number: RFP 20-03 RFP Title: For Lease and Development of CHamoru Land Trust Commission Property: Tract 111, Lot 12, Tamuning, Guam Proposal Due Date: _____, 4:00 p.m. (CHamoru Standard Time)
---	--

**OFFERORS MUST COMPLETE THE FOLLOWING**

<b>Offeror Name/Point of Contact/Address:</b>	<b>Authorized Offeror Signatory:</b>  (Please print name and sign in ink)
<b>Offeror Phone Number:</b>	<b>Offeror FAX Number:</b>
<b>Offeror Federal I.D. Number:</b>	<b>Offeror E-mail Address:</b>

**OFFERORS MUST RETURN THIS COVER SHEET WITH THEIR PROPOSALS**

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## OFFEROR'S CHECKLIST

**This checklist is provided for assistance only and should not be submitted with Offeror's proposal.**

### The 10 Most Critical Things to Keep in Mind When Responding to this RFP

1. \_\_\_\_\_ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; Schedule of Events; form of proposals; development agreement requirements (i.e., development agreement performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the procurement administrator's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ **Attend the pre-proposal conference if one is offered.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify GEDA/CLTC of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ **Take advantage of the "question and answer" period.** Submit your questions to the procurement administrator by the due date listed in the Schedule of Events and review the answers given, which will be in the form of an addendum to the RFP.
5. \_\_\_\_\_ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Don't assume GEDA/CLTC will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with GEDA/CLTC. The proposals are evaluated based solely on the information and materials provided in your proposal.
7. \_\_\_\_\_ **Use the forms provided, i.e., cover page, Non-collusion Affidavit form, etc.**
8. \_\_\_\_\_ **Check GEDA's website for RFP addenda.** Before submitting your proposal, check GEDA's website at <http://www.investguam.com> to see whether any addenda were issued for the RFP. If so, you must submit a signed copy of the addendum for each addendum issued along with your proposal.
9. \_\_\_\_\_ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

10. \_\_\_\_\_ **Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are *never* accepted.**



**SECTION 1: SCHEDULE OF EVENTS**

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
<b>RFP Issue Date</b>	Month xx, 2020
<b>Deadline for Receipt of Written Questions</b>	Month xx, 2020 4:00 p.m. (CHamoru Standard Time)
<b>Issuance of Answers to Written Questions</b>	Month xx, 2020
<b>Pre-proposal Conference</b>	None scheduled at this time.
<b>Proposal Due Date</b>	Month xx, 2020 4:00 p.m. (CHamoru Standard Time)
<b>Anticipated Discussions with Offerors</b>	August 2019 (subject to change)
<b>Anticipated Sublease Execution</b>	<b>Subject to Legislative Approval for Lease over 5 years per Public Law 34-99</b>



## **SECTION 2: PROJECT OVERVIEW AND INSTRUCTIONS**

### **2.0 PROJECT OVERVIEW**

The CHamoru Land Trust Commission (hereinafter referred to as "CLTC") via its property manager, the Guam Economic Development Authority (hereinafter referred to as "GEDA"), is issuing this Request for Proposals ("RFP") for the lease availability of Tract 111, Lot 12, Municipality of Tamuning, consisting of approximately 2,564 square meters, as shown on survey map L.M. No. 332FY95, Instrument No. 530747, currently Resort-Hotel Zone (The "Property"). The Property is located off Route 14, along San Vitores Road across from the Ypao Beach Park and the Proa Restaurant. The CLTC intends to negotiate a lease agreement for the Property that allows a prospective developer to implement its proposed and approved development plans. The Property has potential for commercial use as it is located within Guam's tourist district. CLTC intends to negotiate a lease agreement for the Property that allows a prospective lessee to utilize the Property for land uses consistent with the Resort-Hotel Zone (H) designation. If required, the offeror will be allowed to pledge the leasehold interest in the property to secure development financing. The property is located in Census Tract 66010951902 which is a Qualified Opportunity Zone (QOZ) pursuant to Section 13823 of U. S. Public Law 115-97 which provides tax incentives for investments in QOZs.

### **2.1 REQUEST FOR PROPOSAL**

**2.1.1. Availability.** This RFP is available for public inspection and download from the GEDA website at [www.investguam.com](http://www.investguam.com). A CD copy of the RFP may also be picked up at the GEDA office located on the 5<sup>th</sup> floor of the ITC Building 590 South Marine Corps Drive, Tamuning, Guam 96913, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. Offerors **MUST** complete, and submit to GEDA, the **ACKNOWLEDGEMENT OF RECEIPT FORM** set forth in the **Attachment C** of this RFP in order to receive addenda, responses or other related notices. Failure by prospective offerors to submit the Acknowledgement of Receipt Form to GEDA may result in the prospective offeror not receiving notices from GEDA regarding this RFP, including addenda, point deductions during the proposal evaluation process, or proposals may be deemed non-responsive.

**2.1.2. Amendments.** GEDA/CLTC reserve all rights to revise or amend this RFP prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or addendum to this RFP and shall be identified as such. Any amendment(s) shall refer to the portions of the RFP it amends. Amendments and addenda shall be sent to all prospective offerors who have completed and submitted the Acknowledgement of Receipt Form to GEDA and shall also be made available on GEDA's website. All prospective offerors who have completed and submitted the Acknowledgement of Receipt Form to GEDA must acknowledge receipt of all amendments or addenda issued.

### **2.2 RESERVED**

### **2.3 PRE-PROPOSAL QUESTIONS AND CONFERENCE**

**2.3.1 Pre-Proposal Questions.** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address their questions in writing via e-mail to the Procurement Officer (with cc to Mr. Larry Toves at [ltoves@investguam.com](mailto:ltoves@investguam.com)) referenced above on or before the deadline set forth in the

Schedule of Events. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline may not be considered.

**2.3.2 GEDA Answers.** GEDA will provide an official written answer by the date set forth in the Schedule of Events to all questions received by the stated due date. GEDA's response will be by written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the GEDA/CLTC. Any written addendum will be forwarded to all entities or individuals who have picked-up this RFP and have completed and submitted an Acknowledgement of Receipt Form by the close of business on the date of issuance of GEDA's answers. Offerors must sign and return any and all addenda with their proposals.

**2.3.3 Pre-proposal Conferences.** Pre-proposal conferences may be permitted any time prior to the deadline for submission of proposals. The conferences will be conducted only to explain the procurement requirements for this Request for Proposal. Notice of any pre-proposal conference will be provided to all entities or individuals who have picked-up this RFP and completed and submitted an Acknowledgement of Receipt Form. GEDA will notify all registered offerors in writing via an addendum to this RFP of any substantive clarification provided in response to any inquiry raised during the pre-proposal conference.

## **2.4 PROPOSALS**

**2.4.1. General.** Proposals must be in writing, signed in ink, and prepared as described in Section 6. Offerors must clearly mark one proposal as "ORIGINAL" and provide three (3) copies and one (1) Disc. The original and copies must be placed in a sealed envelope clearly labeled with the RFP Number, RFP Title, and Proposal Due Date. The original should be unbound and each hard copy must be separately bound. Erasures or other changes in a proposal must be explained or noted over the signature of the offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by GEDA/CLTC as being non-compliant.

**2.4.2. Multiple Proposals.** Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

**2.4.3. Modification or Withdrawal of Proposals.** Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

**2.4.4. No Late Proposals.** Proposals must be received at the receptionist's desk of GEDA by the Proposal Due Date set forth in the Schedule of Events. Email or facsimile proposals will not be accepted. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

**2.4.5. GEDA/CLTC Not Responsible for Preparation Costs.** The costs for developing and delivering proposals in response to this RFP and any subsequent presentations of the proposal as requested by GEDA/CLTC shall be at the sole cost and expense of the offeror. GEDA/CLTC is not liable for any expense incurred by the offeror in the preparation, delivery, and/or presentation of its proposal or any other costs incurred by the offeror.

**2.4.6. All Timely Submitted Materials Become GEDA/CLTC Property.** All materials submitted in response to this RFP become the property of GEDA/CLTC and shall be appended to any formal documentation,

which would further define or expand any contractual/development agreement relationship between GEDA/CLTC and offeror resulting from this RFP process.

**2.4.7. Rejection of Proposals.** Any proposal submitted in response to this RFP may be rejected in whole or in part when it is in the best interests of GEDA/CLTC or the government of Guam in accordance with Guam Procurement Regulations § 3115(e).

## **2.5 DISCUSSIONS AND EVALUATION**

**2.5.1. Evaluation Committee.** Upon opening the proposals received in response to this RFP, the CEO / Administrator, Acting or Deputy Administrator of GEDA will establish an evaluation committee, as approved by the CLTC, to hold any necessary discussions with offerors and to review and evaluate all timely proposals received.

**2.5.2. Discussions.** In accordance with the Guam Procurement Regulations, the evaluation committee may conduct discussions with any offeror. The purposes of such discussions shall be to (1) determine in greater detail the offeror's qualifications; and (2) explore with the offeror the scope and nature of the proposal, the offeror's proposed method of performance, and the relative utility of alternative methods of approach. The discussion(s) may be video or tape-recorded. At least one key offeror representative must be present for such discussion(s). In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

**2.5.3. Evaluation of Proposals.** The evaluation committee will review and score written proposals based on the Evaluation Criteria identified in Section 5. The evaluation team may utilize other sources for technical assistance and guidance.

**2.5.4. Selection of the Best Qualified Offerors and Award.** After completion of Discussion and Evaluation of Proposals phases, the evaluation committee shall select, in the order of their respective qualification ranking, no fewer than three (3) offerors (or such lesser number if less than three (3) acceptable proposals were submitted) deemed to be the best qualified. The procurement administrator will review the ranking to ensure its compliance with the RFP process and evaluation criteria before presenting the evaluation committee's ranking to the CEO / Administrator for approval. Once approved, GEDA/CLTC shall negotiate with the best qualified offeror for a lease agreement at compensation determined in writing to be fair and reasonable. If compensation, lease agreement requirements, and development agreement documents are agreed upon with the best qualified offeror, a recommendation will be made to the CLTC for award to that offeror. If negotiations fail with the best qualified offeror, GEDA/CLTC may enter into negotiations with the next qualified offeror, and so on, as provided in the Guam Procurement Regulations.

## **2.6 LEASE AGREEMENT**

**2.6.1. Lease Agreement.** A Lease Agreement will be entered into between the offeror selected and CLTC.

**2.6.2. Term of Lease Agreement.** To allow prospective developers to invest in the Property and recover investments, CLTC proposes to allow a lessee to lease the property for a term of up to fifty (50) years with one or more options to extend the term for an additional Forty-Nine (49) years. Such term will be subject to negotiations based primarily upon the amount of time required by the lessee to recover its investment, satisfy financing requirements and profit from investments. If a term(s) of more than five (5) years is proposed,

GEDA/CLTC, along with the selected offeror, must comply with those processes mandated by Public Law 34-99 in order to fully execute a lease which will also require Guam Legislative approval of the resulting lease.

### 2.6.3 Reserved.

## 2.7 REQUIRED AFFIDAVITS AND ASSURANCES

Each offeror is required to submit the affidavits and assurances attached as **Attachments A-1 through A-7**. Failure to include said affidavits and assurances shall render a proposal non-responsive.

- Disclosure of major shareholders per 5 G.C.A. § 5233 (Attachment A-1). As a condition of this RFP, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.
- Certification of Independent Price Determination (Non-Collusion) per 2 GAR § 3126 (Attachment A-2). By submitting an offer, the offeror certifies that the price submitted was independently arrived at without collusion.
- Representation Regarding Gratuities and Kickbacks per 5 G.C.A. § 5630 (Attachment A-3). **Gratuities**. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks**. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a development agreement to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- **Prohibition against Contingent Fees per 2 GAR § 11108 (Attachment A-4).** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- **Representation regarding Ethical Standards per 2 GAR § 11103 (Attachment A-5).** The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- **Wage Determination per 5 G.C.A. § 5801 (Attachment A-6).** In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. The Wage Determination can be found at the following website: <http://www.wdol.gov/wdol/scafiles/std/05-2147.txt>.
- **Benefits Determination per 5 G.C.A. § 5802 (Attachment A-6).** In addition to the Wage Determination detailed in 5 G.C.A. Chapter 5, Article 13, any development agreement to which 5 G.C.A. Chapter 5, Article 13 applies shall also contain provisions mandating health and similar benefits for employees covered by 5 G.C.A. Chapter 5, Article 13, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.
- **Non-liability Waiver (Attachment A-7).** All facts and opinions stated herein and in any additional information provided by GEDA/CLTC, its staff or its consultants, including but not limited to surveys, statistical and economic data and projections, site conditions and infrastructure systems, are based on available information and no representation or warranty is made with respect thereto.



## **2.8 PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS**

Pursuant to 5 G.C.A. § 5253,

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

(b) All development agreements for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

## **SECTION 3: GENERAL INFORMATION**

### **3.0 AUTHORITY**

This RFP is issued under the authority of the Guam Procurement Act and the Guam Procurement Regulations. The request for proposal process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

### **3.1 OFFEROR COMPETITION**

GEDA/CLTC encourages free and open competition among offerors. Whenever possible, GEDA/CLTC will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy GEDA/CLTC's need to procure technically sound proposals.

### **3.2 SINGLE POINT OF CONTACT**

From the date this RFP is issued until final award, **offerors shall not communicate with any GEDA/CLTC, its Board Members or officials regarding this procurement, except at the direction of the Procurement Officer and Administrator in charge of this solicitation.** All communications should be addressed to the Single Point of Contact with cc to Mr. Larry Toves at [ltoves@investguam.com](mailto:ltoves@investguam.com). Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Mr. Artemio Hernandez  
Guam Economic Development Authority  
ITC Building, Suite 511  
590 South Marine Corps Drive  
Tamuning, Guam 96913  
Phone Number: (671) 647-4332  
Fax Number: (671) 649-4146  
Email: [a.hernandez@investguam.com](mailto:a.hernandez@investguam.com)  
Cc: [ltoves@investguam.com](mailto:ltoves@investguam.com)

### **3.3 SUBLESSEES**

The offeror awarded under this RFP shall be the Lessee and shall be responsible, in total, for performance of the Lease. All sub-lessees, if known at the time of proposal submission, must be listed in the proposal. CLTC/GEDA reserves the right to approve all sub-lessees. The lessee shall be responsible to CLTC/GEDA for the acts and omissions of all sub-lessees or agents and of persons directly or indirectly employed by such sub-lessees, and for the acts and omissions of persons employed directly by the lessee. Further, nothing contained within this document or any lease documents created as a result of any lease awards derived from this RFP shall create any contractual/lease relationship(s) between any sub-lessee and CLTC/GEDA.

### **3.4 TAXES**

Offerors are cautioned that they are subject to Guam Business Privilege Taxes and Guam Income Taxes. Specific information regarding taxes may be obtained from the Director of Revenue and Taxation.

### **3.5 LICENSING**

Offerors are cautioned that they may be subject to Guam Licensing laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

### **3.6 RECEIPT/OPENING OF PROPOSALS**

Proposals shall not be opened publicly and shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure location until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposals may be opened to public inspection only after award of the development agreement.

### **3.7 CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE**

All proposals will initially be classified as either "responsive" or "non-responsive". Proposals may be found non-responsive any time during the evaluation process or development agreement negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

### **3.8 DETERMINATION OF RESPONSIBILITY**

The procurement administrator will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through development agreement negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed and or emailed to the affected offeror.

### **3.9 COMPLETENESS OF PROPOSALS**

Selection and award will be based on the information contained in the offeror's proposal. Proposals may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by GEDA/CLTC. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

### **3.10 INSURANCE**

The selected offeror shall secure all insurance required by Guam law and may be required to procure other insurance as determined by GEDA/CLTC, including, without limitation, workers compensation, automobile liability, comprehensive general liability, professional liability and errors and omissions.

### **3.11 FAILURE TO COMPLY WITH INSTRUCTIONS**

Offerors failing to comply with the instructions set forth in this RFP may be subject to point deductions. GEDA/CLTC may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

### **3.12 GEDA/CLTC'S RIGHTS RESERVED**

While GEDA/CLTC has every intention to award a lease agreement as a result of this RFP, issuance of the RFP in no way constitutes a commitment by GEDA/CLTC to award and execute a lease agreement. Upon a determination such actions would be in its best interest, GEDA/CLTC, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Waive any minor informalities in proposals received, or have them corrected by the offeror in accordance with applicable regulations;
- Not award if it is in the best interest of CLTC not to proceed with development agreement execution; or
- If awarded, terminate any development agreement if GEDA/CLTC determines adequate funds are not available.

### **3.13 NONDISCLOSURE OF DATA**

In accordance with Guam Procurement Regulations § 3114(h) (2), offerors may identify trade secrets and other proprietary data contained in their proposals. If the offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, GEDA/CLTC shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, GEDA/CLTC shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

### **3.14 DEBARMENT**

The offeror certifies, by submitting its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (development agreement) by any governmental department or agency. If an offeror cannot certify this statement, attach a written explanation for review by GEDA/CLTC.

### **3.15 NON-LIABILITY WAIVER**

The information in this RFP is intended to provide general information regarding the development opportunity. This information is not intended or warranted to be a complete statement of potential land/building use issues and/or procedures to which the offeror maybe subject, nor is this information intended to be a complete statement of all of the information the offeror might be required to ultimately submit. All facts and opinions stated herein and in any additional information provided by GEDA/CLTC, including but not limited to surveys, statistical and economic data and projections, site conditions and infrastructure systems, are based on available information and no representation or warranty is made with respect thereto. Each individual or firm submitting a proposal shall execute a Non-Liability Waiver, in the form provided as Attachment A-7, with its proposal.

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## SECTION 4: SCOPE OF PROJECT

### 4.0 OVERVIEW

The CHamoru Land Trust Commission (hereinafter referred to as "CLTC") via its property manager, the Guam Economic Development Authority (hereinafter referred to as "GEDA"), intends to issue a Request for Proposals ("RFP") for the lease availability of Tract 111, Lot 12, Municipality of Tamuning, consisting of approximately 2,564 square meters, as shown on survey map L.M. No. 332FY95, Instrument No. 530747, currently Resort-Hotel Zone (The Property). The Property is located off Route 14, along San Vitores Road across from the Ypao Beach Park and the Proa Restaurant. The CLTC intends to negotiate a lease agreement for the Property that allows a prospective developer to implement its proposed and approved development plans. The Property has potential for commercial use as it is located within Guam's tourist district. CLTC intends to negotiate a lease agreement for the Property that allows a prospective lessee to utilize the Property for land uses consistent with the Resort-Hotel Zone (H) designation. If required, the offeror will be allowed to pledge the leasehold interest in the property to secure development financing. The property is located in Census Tract 66010951902 which is a Qualified Opportunity Zone (QOZ) pursuant to Section 13823 of U. S. Public Law 115-97 which provides tax incentives for investments in QOZs.

To allow a prospective developer(s) to invest in the Property and recover investments, CLTC/GEDA intends that a lease(s) will be awarded for a mutually agreed upon term not to exceed a maximum of up to fifty (50) years with one or more options to extend the term for an additional Forty-Nine (49) years. Such term will be subject to negotiations based primarily upon the amount of time required by the lessee to recover its investment, satisfy financing requirements and profit from investments. If a term(s) of more than five years is proposed, GEDA/CLTC, along with the selected offeror, must comply with those processes mandated by Public Law 34-99 in order to fully execute a lease which will also require Guam Legislative approval of the resulting lease.

A description of the property and expectations of the selected developer are presented below.

### 4.1 PROPERTY USE CONSIDERATIONS

**4.1.1 Property Location.** The Property is located off Route 14, along San Vitores Road across from the Ypao Beach Park and the Proa Restaurant in Tumon, Guam (See attached Map).

**4.1.2 Previous Land Use.** The Property was formerly utilized by the Guam Visitors Bureau (GVB) as a park.

**4.1.3 Current Zoning.** The property is zoned Resort Hotel (H). If a change to this zoning designation is needed to implement the developer's plans, an explanation of the need for change must be included in the proposal submitted in response to this RFP.

**4.1.4 Mining of Property.** Should aggregate mining be intended by the prospective developer as part of its development plan, GEDA/CLTC requires that proposal in response to this RFP discuss how the property will become usable after the developer ceases to use the property for this purpose and discuss royalties that will be paid from the use of the property for this purpose.

**4.1.5 Adjacent Properties.** Depending on the Offeror's intended use and considering the Property location is dense with commercial and residential uses, Offerors "may" be required to consult with affected nearby property owner(s) and secure appropriate approval(s).

#### **4.2 CLTC and GEDA COMMITMENTS**

- To support designation of the appropriate zone for the property to accommodate the development plan, to the extent allowable by law.
- To support the developer in satisfying all regulatory, land use, environmental, business, building and other local and federal permitting requirements, to the extent allowable by law.
- To support the developer in presenting and securing approval of the lease agreement to the extent allowable by law.

#### **4.3 OFFER RESPONSIBILITIES**

A lease agreement(s) will be prepared once negotiations with the successful offeror(s) have concluded. Since the lease will require offeror(s) to carry out various responsibilities, including, but not limited to those listed below, proposals must indicate concurrence with paying the costs for and carrying out the major responsibilities listed below:

**4.3.1 Conceptual Plan.** Prepare a conceptual plan for the proposed development, commit to a specific development schedule and secure all necessary development permits. In submitting a proposal in response to this RFP, offerors are required to submit this conceptual plan for the development of the property or portion(s) thereof which shall identify the type of use, the market demand for the goods and/or services to be offered, a rough order of magnitude cost for developing the site and the offeror's ability to finance development and operations including evidence of such financial ability.

**4.3.2. Business Plan.** Create for itself and for CLTC, a Business Plan that contains a project pro forma consistent with the conceptual plan covering the period of time required by the offeror(s) for project development and operation.

**4.3.3 Infrastructure.** Plan, implement and fund all infrastructure improvements needed for development plans.

**4.3.4. Management.** Accept management and maintenance responsibility for the Property that preserves the value and revenue generating capacity of the Property.

**4.3.5. Environmental Remediation (If Needed).** Accept responsibility for performance and costs of any environmental remediation required to develop the Property as proposed. Prospective lessees shall prepare a Phase I Environmental Site Assessment before the issuance of a lease agreement and shall provide a performance bond to ensure that the property is returned in an acceptable end-state.

**4.3.6. Insurance.** Obtain all required property, liability and workmen's compensation insurance, and indemnify CLTC and GEDA from any liability arising from the development and use of the Property.

**4.3.7 Survey/Retracement.** Prepare a property boundary survey/retracement map of the Property and obtain all required approvals. Survey monuments must be maintained and visible at all times for inspection by CLTC/GEDA.

4.3.8. **Fees.** Pay all fees associated with the recording the Lease at the Department of Land Management.

#### 4.4 **OFFEROR REQUIREMENTS**

A primary consideration of the CLTC and the Government of Guam is the benefits to be derived through the lease and development of this valuable asset. Traditional methods of generating revenue are addressed in subsections 4.4.1 and 4.4.2 below. However, CLTC, GEDA and the Government of Guam recognize that significant public benefits can also be derived through public/private partnerships and other mechanisms that, considered as a whole, exceed the benefits derived from a traditional real property lease transaction. Should other non-traditional methods be proposed by the offeror, these methods will be given serious consideration but offerors must still identify the benefits that would have been derived from a strict real estate lease transaction for comparative purposes. Offerors are required to address the following requirements in their proposals:

4.4.1. **Rent.** Rent shall be no less than ten percent (10%) of the appraised fair market value. Per Public Law 31-44, two appraisals must be prepared at the expense of the prospective developer with CLTC selection of one appraiser. Prospective developers are required to identify the amount of ground rent to be paid annually/monthly over the term of the lease, taking into account CLTC's objective of generating the highest amount of revenue. Rent shall escalate at a minimum of five (5) year intervals based at a minimum upon current appraisal of fair market value but in no event shall rent be lower than the rent charged during the previous five (5) year period.

4.4.2. **Participation Rent.** Participation rent, which is a mutually agreed upon percentage of the revenues generated from the use of the property above a mutually agreed upon revenue threshold shall be paid by the lessee to the landlord beginning on the fifth (5<sup>th</sup>) anniversary of the lease and shall be paid in four (4) equal quarterly installments. To arrive at this threshold, prospective offerors must submit a pro-forma financial statement and propose a reasonable threshold in their proposals to meet this requirement

4.4.3. **Alternative Payment Mechanisms.** Alternatives to property rent, subtenant and other rents such as installation of utility infrastructure at CLTC properties; survey and subdivision of CLTC properties for residential development; clearing of access to CLTC properties and other alternatives to rent may be proposed by offerors in their proposals, however, any proposal suggesting such alternatives must demonstrate how CLTC's objective of generating the highest amount of revenue is achieved by comparing the suggested alternative to the property rent, subtenant and other payments described above. Alternative payment schedules including rent deferrals may also be proposed but in no event will the total amount of rent be reduced. Interest may also be charged on any deferred rents.

4.4.4. **Security Deposit.** The proposal shall indicate that the developer(s) agrees to pay a non-refundable security deposit upon execution of a lease and the amount of such security deposit.

4.4.5. **Sublessee Use of Property.** Offerors must specify in their proposals whether or not subletting (or any form of third party use) is intended for any or all portions of the property being leased. Should subletting be intended, offerors shall identify the percentage of sublessee rents paid to be paid to CLTC/GEDA, if any. In addition, participation rent as described above may be required to be paid by sublessees. The actual sublease must receive approval from CLTC.

**4.4.6. Other Requirements.** To ensure acceptability of the intended lease agreement by the public and the government of Guam, **compliance with 21 GCA Section 75122 is required** however, additional requirements may be imposed and/or negotiated that are not specifically identified in this RFP, at the discretion of the Government of Guam. In addition, Public Law 34-99 requires Legislative approval of all leases whose term exceeds five (5) years. Additional requirement(s) may be imposed by the Guam Legislature. By submitting a proposal in response to this RFP, prospective offerors understand and agree that additional requirements may be negotiated by the Executive and/or Legislative Branches of the Government of Guam.

## SECTION 5: EVALUATION CRITERIA

After receipt of all proposals, an evaluation committee will be convened to review and evaluate the proposals according to the following criteria based on a maximum possible value of 1,000 points. In the event of tie scores, proposals will be further evaluated in terms of their potential to ~~grow the economy through the generation of jobs, creation of direct and indirect economic activity in the shortest possible time, utilization of existing businesses without unduly competing against them, and other objectives contained in GEDA's enabling legislation, 12 G.C.A. § 50101 et seq~~ provide additional benefits to CLTC and its beneficiaries as provided in CLTC's enabling legislation, 21 G.C.A. Chapter 75.

Offerors are required to address each evaluation criterion listed herein in their proposals. In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance are as follows:

Evaluation Criteria	Value
<p><b><u>Conformance with RFP requirements</u></b> Proposals will be awarded a maximum of fifty (50) points for providing all of the information required by this RFP. Proposals that do not provide all of the information required by this RFP could have points deducted under this criterion or the proposals could be deemed non-responsive depending upon the importance of the information, at GEDA/CLTC's discretion.</p>	50 points
<p><b><u>Financial ability to develop.</u></b> Proposals will be awarded a maximum of two hundred (200) points for providing a comprehensive, detailed description of the offeror's financing plans that provides evidence of commitment to the project from financial institutions or other investors; offeror financial statements that depict the sufficiency of offeror's financial resources to carry out the project; and other evidence that demonstrates sufficiency and availability of financial resources to carry out the project and commitments to allocate such resources to the project.</p>	200 points
<p><b><u>Expertise and experience.</u></b> The education, training, and general and specific experience of key personnel to be assigned to plan, implement and manage the development project will be assessed. The references provided by offerors will be assessed. A maximum of one hundred (100) points will be awarded under this criterion.</p>	100 points
<p><b><u>Rent.</u></b> Rent payments and rent escalations are described in Section 4 of this RFP. Proposals that offer higher rents with higher and more frequent rent escalations will be given higher point scores. If offered, alternatives to rent as indicated in Section 4.4.3 will be evaluated. A maximum of Three Hundred (300) points will be awarded under this criterion.</p>	300 points
<p><b><u>Participation rent.</u></b> Participation rent is described in Section 4 of this RFP. Proposals that offer a</p>	



Evaluation Criteria	Value
percentage of gross monthly income and offer higher with more frequent participation rent escalations will be given higher point scores. If offered, alternatives to participation rent as indicated in Section 4.4.3 will be evaluated. A maximum of One Hundred Fifty (150) points will be awarded under this criterion.	150 points
<p><b>Other/Alternative payments/terms.</b></p> <p>Minimum sublessee rent is described in Section 4 of this RFP. Proposals that offer sublessee rent and sublessee participation rent, a higher percentage of gross annual income with higher and more frequent escalations will be given higher point scores. If offered, alternatives to other payments/terms as indicated in Section 4.4.3 will be evaluated. A maximum of Two Hundred (200) points will be awarded under this criterion.</p>	200 points
<b>MAXIMUM POINTS</b>	<b>1000 points</b>

## SECTION 6: PROPOSAL STRUCTURE

Offerors must organize their proposals into the sections delineated below, with tabs separating each section.

1. **Introduction.**

- a. **Cover letter (must be on offeror's letterhead)**
  - i. **Point of Contact.** The individual executing the letter shall be identified by name and position and shall be authorized to bind the offeror contractually.
  - ii. **Contact Information.** Include the offeror's name, address, telephone and facsimile numbers, and email address. Also include the offeror's principal place of business.
- b. **Confirmation Statement.** A point-by-point response to all numbered sections, subsections, and attachments to the RFP is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall so indicate in the point-by-point response or utilize a blanket response for the entire section with the following statement:

**"(Offeror's Name)" understands and will comply.**

2. **Company Overview.**

- a. **Type of firm.** State whether offeror is a corporation, partnership, sole proprietorship, joint venture, etc. Provide the organizational documents for offeror and a certificate of good standing from the state or territory of formation.
- b. **Year firm established.** Indicate the number of years offeror has been in business under its present business name and the number of full-time personnel employed by offeror in the last twelve (12) months.
- c. **Other firm names.** Indicate all other names by which offeror has been known and the length of time known by each name.
- d. **Participating branch offices.** If applicable, state the branch offices that participated in the development of the proposal, will participate in the evaluation phase, and will participate in the conduct of any services provided (office name and address).

3. **Experience of Offeror.**

- a. **Primary point of contact.** Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the GEDA/CLTC and the offeror for all work under the development/lease plan. The manager candidate may be subject to the approval of GEDA/CLTC.
  - i. Provide his/her resume and describe his/her qualifications

- ii. Explain why this person has been selected as the overall project coordinator/manager.
- b. **Key personnel.** Provide the name(s), education, qualifications, experience, and the role of each key personnel assigned. Present an organizational chart identifying the relationships and duties of both the corporate staff and all proposed management and staff to be assigned to assist in the development/lease plan. At a minimum, if the offeror is an individual, the proposal should include a complete resume of the individual. If the offeror is a firm, the proposal should include a resume of all the individuals who will be working on any aspect of the development/lease.
- c. **Client list and work.** Include a listing of current and former clients and a description of the type of professional/business relationship.
- d. **References.** Offeror shall provide a minimum of three (3) references, which may include government agencies, with who the offeror, preferably within the last 5 years, has established a professional or business relationship. At a minimum, the offeror shall provide the reference name, location, contact information, and nature of professional or business relationship or dealings. These references may be contacted to verify offeror's ability to perform the conditions of the lease. GEDA/CLTC reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the lease. Negative references may be grounds for proposal disqualification.

#### 4. Project Plans and Rent.

- a. **Management capability.** Demonstrate and show that as a business entity, offeror has sufficient management competency and that its personnel have appropriate experience and ability to finance, operate, and maintain the nature and scale of the development proposed.
- b. **Work plan.** Offeror should provide a description of the work plan and the methods to be used that will convincingly demonstrate to GEDA/CLTC what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished.
- c. **Rent.** Rent shall be no less than ten percent (10%) of the appraised fair market value. Per Public Law 31-44, two appraisals must be prepared at the expense of the prospective developer with CLTC selection of one appraiser. Prospective developers are required to identify the amount of ground rent to be paid annually/monthly over the term of the lease, taking into account CLTC's objective of generating the highest amount of revenue. Rent shall escalate at a minimum of five (5) year intervals based at a minimum upon current appraisal of fair market value but in no event shall rent be lower than the rent charged during the previous five (5) year period.
- d. **Participation rent.** Participation rent, which is a mutually agreed upon percentage of the revenues generated from the use of the property above a mutually agreed upon revenue threshold shall be paid by the lessee to the landlord beginning on the fifth (5<sup>th</sup>) anniversary of the lease and shall be paid in four (4) equal quarterly installments. To arrive at this threshold, prospective offerors must submit a pro-forma financial statement and propose a reasonable threshold in their proposals to meet this requirement. Proposals must also identify the method by which gross monthly income will be accounted for and any escalations in participation rent offered over the term of the lease.
- e. **Alternative Payment Mechanisms.** Alternatives to rent, participation and subtenant rents may be proposed by offerors in their proposals, however, any proposal suggesting such alternatives must

demonstrate how GEDA/CLTC's objective of generating the highest amount of revenue is achieved by comparing the dollar amount generated by the suggested alternative over the term of the lease to the dollar amount of rent, participation and subtenant payments that would have been generated over the term of the lease.

- f. **Security deposit.** The proposal shall indicate that the offeror agrees to pay a non-refundable security deposit equivalent to a negotiable amount of rent upon execution of a lease.
  - g. **Sublessee use of property.** Offerors must specify in their proposals whether or not subletting (or any form of third party use) is intended for any or all portions of the property being leased and their proposed sublessee rent.
5. **Conflicts of Interest.** The proposal shall also indicate any current or historical engagement or relationships with any public or private party that could potentially create a conflict of interest with GEDA/CLTC, the Government of Guam or any of its agencies or instrumentalities.
  6. **Qualification to do Business.** The offeror must be certified to do business in Guam concurrent with the execution of the lease agreement. Please certify that offeror will comply with this requirement.
  7. **Affirmative Action.** Include a statement that the offeror has established and implemented an Affirmative Action Plan for equal employment opportunities.
  8. **Required Documentation:**
    - a. Major Shareholders Disclosure Affidavit (Attachment A-1)
    - b. Non-Collusion Affidavit (Attachment A-2)
    - c. Non-Gratuity Affidavit (Attachment A-3)
    - d. Affidavit Regarding Contingent Fees (Attachment A-4)
    - e. Ethical Standards Affidavit (Attachment A-5)
    - f. Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination (Attachment A-6)
    - g. Non-Liability Waiver (A-7)

**ATTACHMENT A-1: AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that *[please check only one]*:

The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

The offeror is a corporation, partnership, joint venture, or association known as \_\_\_\_\_ *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*::

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a development agreement is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

\_\_\_\_\_  
 Signature of one of the following:  
 Offeror, if the offeror is an individual;  
 Partner, if the offeror is a partnership;  
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires: \_\_\_\_\_

AG 12-0198  
 April 10, 2012

AG Procurement Form 002 (Rev. Nov. 17, 2005)



**ATTACHMENT A-2: AFFIDAVIT RE NON-COLLUSION**

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn deposes and says that:

1. The name of the offering company or individual is [state name of company]

\_\_\_\_\_

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed development agreement. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made in pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
 Signature of one of the following:  
 Offeror, if the offeror is an individual;  
 Partner, if the offeror is a partnership;  
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
 This \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires: \_\_\_\_\_

AG 12-0198  
 April 10, 2012  
 AG Procurement Form 003 (Jul. 12, 2010)

**ATTACHMENT A-3: AFFIDAVIT RE NO GRATUITIES OR KICKBACKS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] \_\_\_\_\_ Affiant is \_\_\_\_\_ [state one of the following: the offeror, a partner of the offeror, and officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4§ 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's offices, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_, \_\_\_\_\_.

AG 12-0198  
April 10, 2012

AG Procurement Form 004 (Jul. 12, 2010)

RFP 20-03  
CLTC Property: Tract 111, Lot 12  
Page 27

**ATTACHMENT A-4: AFFIDAVIT RE CONTINGENT FEES**

CITY OF \_\_\_\_\_ )  
ISLAND OF GUAM ) ss.  
 )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]

\_\_\_\_\_

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this development agreement. This statement is made in pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a development agreement with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_, \_\_\_\_\_.

**ATTACHMENT A-5: AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF \_\_\_\_\_ )  
ISLAND OF GUAM ) ss.  
 )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant is \_\_\_\_\_ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractors, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_, \_\_\_\_\_.

**ATTACHMENT A-6: DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

Procurement No.: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_

I, \_\_\_\_\_ hereby certify under penalty of perjury:

(1) That I am \_\_\_\_\_ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

**§ 5802. Benefits.**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach!]

\_\_\_\_\_  
Signature

AG Procurement Form 006 (Feb. 16, 2010)

AG 12-0198  
April 10, 2012

RFP 20-03  
CLTC Property: Tract 111, Lot 12  
Page 30



**ATTACHMENT A-7: NON-LIABILITY WAIVER**

The information in this RFP is intended to provide general information regarding the development opportunity. This information is not intended or warranted to be a complete statement of potential land use issues and/or procedures to which the developer may be subject, nor is this information intended to be a complete statement of all of the information the developer might be required to ultimately submit.

All facts and opinions stated herein and in any additional information provided by GEDA/CLTC, its staff or its consultants, including but not limited to surveys, statistical and economic data and projections, site conditions and infrastructure systems, are based on available information and no representation or warranty is made with respect thereto.

This RFP does not commit GEDA/CLTC to pay any costs incurred in the preparation of a response. GEDA/CLTC reserves the right to accept or reject any proposal in part or in its entirety. GEDA/CLTC further reserves the right to request and obtain, from one or more of the offerors who submit proposals, supplementary information as may be necessary for GEDA/CLTC, its staff and/or its consultants to analyze the submitted responses to this RFP.

GEDA/CLTC reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or other schedules, should GEDA/CLTC determine, at its sole and absolute discretion, that such changes are necessary.

A signed Non-Liability Waiver must be submitted with the offeror's proposal in response to this RFP.

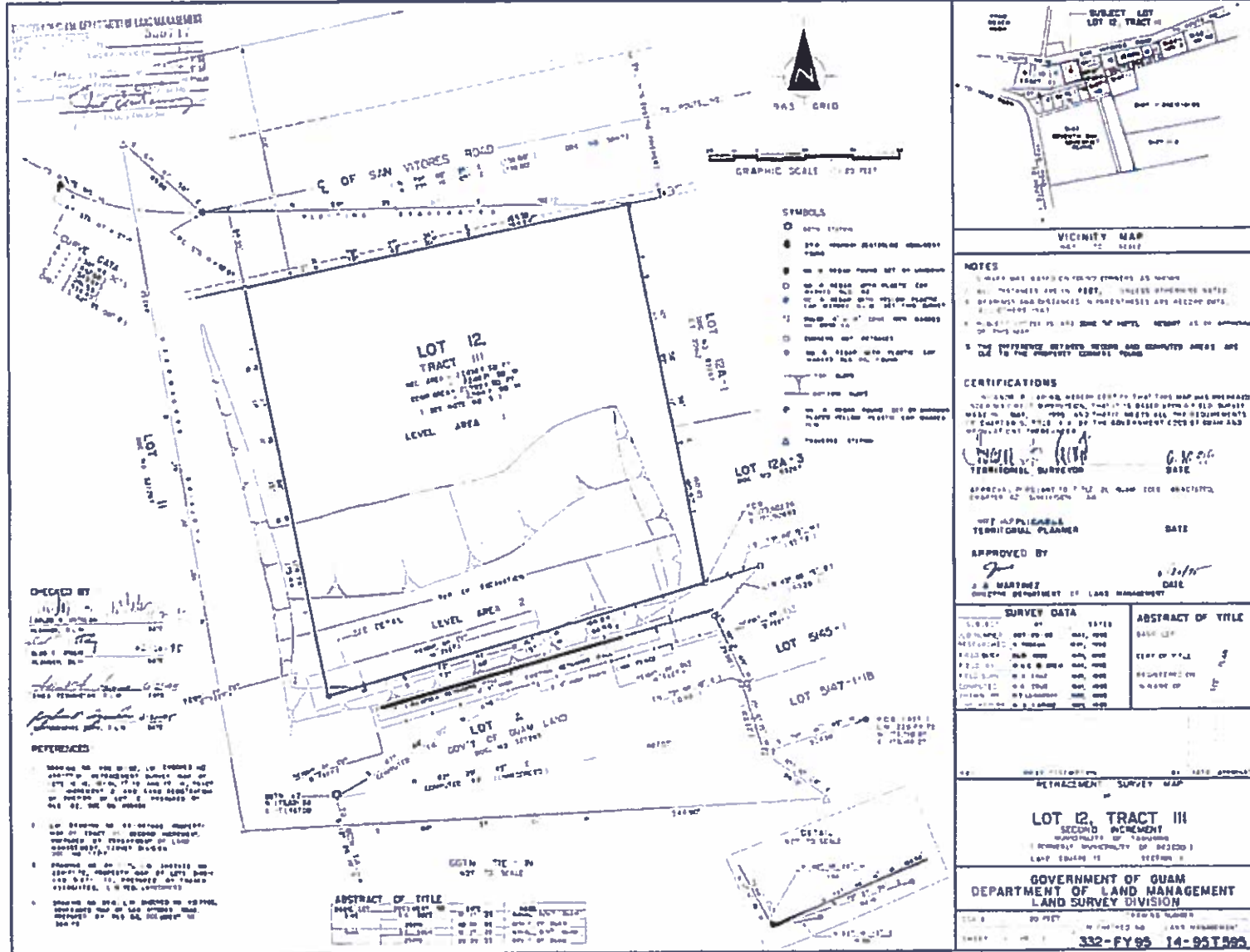
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Business Address and Contact Numbers



**TRACT 111, LOT 12, TAMUNING, PID 10000678840000 , ZONE H**



**REFERENCE:**  
LM332FY95, DOC.#530747

**PROPERTY VALUE: \$860,400.00**



**GOVERNMENT OF SAMAR  
SANGHANENEN SAMAN  
DEPARTMENT OF LAND MANAGEMENT  
DEPARTMENT OF MAPPING AND SURVEY  
SURVEY DIVISION  
SANGHANENEN SAMAN  
PREPARED BY: FENCE CASTRO  
THOMAS TORRES**

NOTES: This map is for planning purposes only. All for specific details of the property including survey, legal description, and other information, please refer to the original documents and records on file at the Department of Land Management and Survey.



**ATTACHMENT C: ACKNOWLEDGEMENT OF RECEIPT FORM**

**GUAM ECONOMIC DEVELOPMENT AUTHORITY**

**In order to receive any important information and addenda that may be required of your proposal,  
Please fill out and submit to GEDA this Acknowledge Receipt of**

***RFP 20-03***

***For Lease and Development of CLTC Property: Tract 111, Lot 12***

**Name of Prospective Offeror** \_\_\_\_\_

**Name of person receiving RFP** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Time** \_\_\_\_\_

**Contact Person regarding RFP** \_\_\_\_\_

**Company/Firm** \_\_\_\_\_

**Title** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

**Contact Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**Address** \_\_\_\_\_

**This form must be filled out and submitted to GEDA via:**

- hand delivery to GEDA office, or
- via fax at 671-649-4146 with Attn: to Mr. Artemio Hernandez, or
- via email to Artemio Hernandez at [a.hernandez@investguam.com](mailto:a.hernandez@investguam.com) with cc to Larry Toves at [ltoves@investguam.com](mailto:ltoves@investguam.com)

# GOVERNMENT OF GUAM

## FY 2021 BUDGET REQUEST



**RECEIVED**  
DEC 13 2019

Bureau of Budget and  
Management Research

**CHAMORU LAND TRUST COMMISSION**

BUREAU OF BUDGET AND MANAGEMENT RESEARCH
FISCAL YEAR 2021
BUDGET DOCUMENT CHECKLIST

Department/Agency: Chamoru Land Trust Commission
Division/Program: Chamoru Land Trust Commission

Date Received by BBMR:
Date Reviewed:

Table with columns: Department/Agency (Yes/No) and BBMR (Yes/No). Rows include General, I. Agency Budget Certification, II. Agency Narrative Form, III. Decision Package, IV. Program Budget Digest Forms, V. Agency Staffing Pattern Forms, VI. Federal Program Inventory Form, VII. Equipment/Capital Listing & Space Requirement Form, VIII. Prior Year Obligation Form.

CERTIFIED AS TO COMPLETENESS AND ACCURACY
DEPARTMENT:
Prepared By: Joseph...
Approved By: JACK E. HARRIS, II
Date: 13 Dec 2019

BBMR ACTION:
Recommendation
Approval
Disapproval
Analyst
Date





# CHamoru Land Trust Commission

(Kumision Inangokeon Tano' CHamoru)

P.O. Box 2950 Hagåtña, Guam 96932

Phone: 649-5263 Ext. 400 Fax: 649-5383

December 12, 2019

## Memorandum

To: Lester L. Carlson Jr.  
Acting Director, Bureau of Budget and Management Research

From: Administrative Director

Subject: Fiscal Year 2020 Budget Call

*Buenas yan Háfa Adai!*

Per BBMR Circular 20-03, the Chamorro Land Trust Commission hereby submits the attached budget documents for FY 2021.

Should you have any questions or require additional information, please contact Mr. Joey Cruz, Program Coordinator III, at 649-5263 ext. 430.

Senseramente,

Jack E. Hattig III

Attachments

*Señorita de Lago-Enriquez*  
Tribunal

*Josepito Tadeo*  
Tribunal

*Emilia M. M. M.*  
Tribunal

*G. M. M.*  
Tribunal

*Armando P. M.*  
Comisionado

*Armando P. M.*  
Comisionado

*Joseph J. Cruz*  
Comisionado

*Jack E. Hattig III*  
Administrative Director

Government of Guam  
Fiscal Year 2021

**Agency Budget Certification**

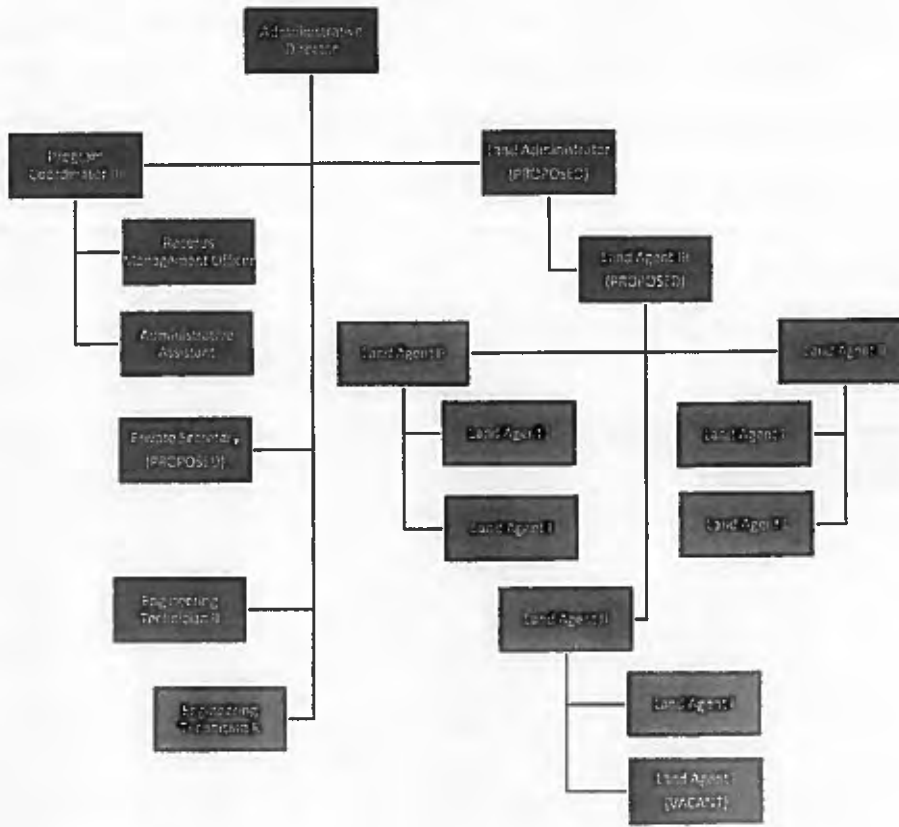
**Agency: CHamoru Land Trust Commission**

**Agency Head: Jack E. Hattiq III, Administrative Director**

I certify that the attached budget, submitted herewith, has been reviewed for accuracy and that all requirements by the Bureau of Budget & Management Research (BBMR) have been met. I also acknowledge that this budget document will be returned to this department if any of the **BBMR requirements** is not met and/or if there are **inaccuracies** contained therein.

Agency Head:  Date: 13 Dec 2019

# ORGANIZATIONAL CHART



**Government of Guam  
Fiscal Year 2021  
Department / Agency Narrative**

**FUNCTION:** NATURAL RESOURCES

**DEPT./ AGENCY:** CHAMORU LAND TRUST COMMISSION

**MISSION STATEMENT:**

- The mission of the CHamoru Land Trust Commission is to act exclusively in the interest of beneficiaries under the Chamorro Land Trust Act
- To hold and protect trust property for its beneficiaries
- To maintain and uphold their fiduciary responsibilities to the beneficiary of the trust
- To exercise due care and diligence in the management of Chamorro homelands

**GOALS AND OBJECTIVES:**

- To provide management functions, leadership and direction to the agency staff and commission that will ensure the protection and security of trust land inventories
- To carry out the legal mandates of the agency and administer the programs of each section
- To administer and manage the agency using "best-management practices", ensuring responsible management decisions, fairness, soundness, etc.
- To institute sound land use planning practices and principles that will protect trust lands and ensure efficient and effective award and use of these valuable and tangible asset

Decision Package  
FY 2021

Department/Agency: Chamorro Land Trust Commission Division/Section: \_\_\_\_\_

Program Title: Administration and Management

**Activity Description:**  
 TO PROVIDE MANAGEMENT FUNCTIONS, LEADERSHIP AND DIRECTION TO THE AGENCY STAFF AND COMMISSION THAT WILL ENSURE THE PROTECTION AND SECURITY OF TRUST LAND INVENTORIES  
 TO CARRY OUT THE LEGAL MANDATES OF THE AGENCY AND ADMINISTER THE PROGRAMS OF EACH SECTION  
 TO ADMINISTER AND MANAGE THE AGENCY USING "BEST-MANAGEMENT PRACTICES", ENSURING RESPONSIBLE MANAGEMENT DECISIONS, FAIRNESS, SOUNDNESS, ETC  
 TO IMPLEMENT SOUND LAND USE PLANNING PRACTICES AND PRINCIPLES THAT WILL PROTECT TRUST LANDS AND ENSURE EFFECTIVE USE OF THESE VALUABLE AND TANGIBLE ASSETS  
 MAINTAIN DATABASE FOR ALL APPLICANTS AND LAND INFORMATION SYSTEM  
 PROCESS PAYROLL, PERSONNEL, PROCUREMENT, BUDGET, AND TRAINING  
 PROCESS ALL FORMS, UTILITY REQUESTS, SURVEY AUTHORIZATIONS AND LEASE ISSUANCE  
 MAINTAIN AND MANAGE CLTC WEBSITE  
 PROVIDE CUSTOMER SERVICE TO THE PUBLIC  
 DOCUMENT AND MAINTAIN BOARD MEETING MINUTES AND TAPES

**Major Objective(s):**  
 To recruit a Administrative Assistant, Land Agent III, Land Agent Supervisor to assist the Program Coordinator III to manage FISCAL controls, and assist with administrative duties of the CLTC: procurements, files managements, financial reviews, budget submittals, monitors lease revenues, and other related duties.  
 To recruit a Data Control Clerk to maintain the database of all applicants.  
 To continue to pursue adequate staffing for the Agency on an as-needed basis that will ensure efficient administration of it's programs  
 To work with the Department of Administration in developing a system to monitor CLTC licensees/lessees license/lease payments by vendor numbers /vendor names  
 To work with the Department of Administration and Department of Revenue & Taxation in developing a system to monitor property tax on CLTC owned parcels  
 To work with other GovGuam agencies and financial institutions to monitor CLTC Licensee/Lessees established loans to mitigate foreclosure or defaults  
 To administer the overall agency programs, mandates, and to exercise fiscally responsible decisions and expenditures

**Short-term Goals:**  
 Increase staffing to meet the goals and objectives  
 Increase IT capabilities to digitalize records  
 Research document management system for files/data management and record keeping

Workload Output			
Workload Indicator:	FY 2019 Level of Accomplishment	FY 2020 Anticipated Level	FY 2021 Projected Level
Commission Meetings	16	13	12
Utility Authorization Issued	180	250	350
Survey Authorization Issued	30	60	120
Residential Lease	4	30	60
Agriculture Lease	4	30	60
Commercial Lease	0	3	2



**Decision Package  
FY 2021**

Department/Agency: CHamoru Land Trust Commission Division/Section: \_\_\_\_\_

**Program Title: Land Services**

**Activity Description:**  
**PROCESS RESIDENTIAL AND AGRICULTURE APPLICATIONS**  
**CONDUCT FIELD INSPECTIONS OF OCCUPANTS ON CLTC LANDS**  
**CONDUCT LOT SHOWING FOR CLIENTS AWARDED A LEASE**  
**CONDUCT INSPECTIONS OF CLTC PROPERTIES TO ENSURE COMPLIANCE**  
**PROVIDE CUSTOMER SERVICE TO CLIENTS AND APPLICANTS**  
**PROVIDE CASE MANAGEMENT TO CLIENTS SEEKING FINANCIAL, TECHNICAL, OR REGULATORY INFORMATION IN DEVELOPING THEIR PROPERTIES**

**Major Objective(s):**  
 To network with regulatory agencies and departments in ensuring land use enforcement, monitoring, regulatory tasks toward protecting Trust properties  
 Continue working with selected GovGuam agencies and private entities in "master planning" of all Trust land inventories  
 Manage and update the comprehensive land inventory of all Trust lands and to categorized lands using a master matrix database that will identify all physical constraints, characteristics, physical land features, etc.  
 To work with Planning Division ensuring that Trust Land comply with land use laws (Land registration, surveying &  
 To identify all Trust lands that have "commercial potential" based on physical locations, characteristics, infrastructure availability, etc.  
 Augment the commercial programs, including commercial farming industry in coordination with Department of Agriculture, USDA  
 Research DLM document system to obtain property title, deeds, quit claims etc. for CLTC non-recorded, non-registered lands

**Short-term Goals:**  
 Continue processing applications  
 Continue to research land inventories to transfer to CLTC  
 Reconcile of inventory of land registration of CLTC lots  
 Develop master land use plan for CLTC lands, update lots zoning, develop zoning maps  
 Continue to survey and record land survey maps of Chamorro Land Trust parcels  
 Continue to schedule compliance inspections with guidance by Department of Agriculture

<b>Workload Output</b>			
<b>Workload Indicator:</b>	<b>FY 2019 Level of Accomplishment</b>	<b>FY 2020 Anticipated Level</b>	<b>FY 2021 Projected Level</b>
<b>Completed Application Processing</b>	<b>65</b>	<b>80</b>	<b>95</b>
<b>Completed Field Inspections</b>	<b>400</b>	<b>500</b>	<b>600</b>
<b>Completed Lot Showings</b>	<b>150</b>	<b>200</b>	<b>300</b>
<b>Completed Compliance Inspections</b>	<b>42</b>	<b>50</b>	<b>60</b>

**Decision Package  
FY 2021**

Department/Agency: CHamoru Land Trust Commission      Division/Section: \_\_\_\_\_

**Program Title Maps, Records, Library, and GIS Information**

**Activity Description:**  
**RECORD MAINTENANCE, RECORDS MANAGEMENT AND ARCHIVES**  
  
**DIGITIZE INFORMATION STORAGE/PROCESSING AND HARDWARE AND SOFTWARE NEEDS**  
  
**MAINTAIN MAP INVENTORY AND RECORDS OF ALL NEW LOT SURVEYS**

**Major Objective(s):**  
 To review and process maps in a timely, reasonable and efficient manner  
 To provide for the security of all maps, documents, and records of the commission  
 To provide for the digitization and archiving of all Commission Maps, Documents, and records  
 To provide for the special needs of the Commission, it's operations and staff relative to information and communication technology, computer hardware and its necessary software programs, coordinating and building with other GovGuam agencies in terms of information technology.

**Short-term Goals:**  
 To provide for the security of all Commission Maps, documents, and records  
 To provide for adequate space relative to all Commission maps, documents, and records  
 Increase IT capabilities to digitalize records  
 Research document management system for data management and record keeping  
 Continue to record of CLTC maps

<b>Workload Output</b>			
<b>Workload Indicator:</b>	<b>FY 2019 Level of Accomplishment</b>	<b>FY 2020 Anticipated Level</b>	<b>FY 2021 Projected Level</b>
Records/Files Review	1300	1560	1870
Maps/Check Prints/Sketch Reviews	41	65	75
Maps Recorded	25	30	40
Digitize Records/Files	50	75	100

**Decision Package  
FY 2021**

Department/Agency: CHamoru Land Trust Commissio Division/Section: \_\_\_\_\_

**Program Title Commercial**

**Activity Description:**  
**TO ADMINISTER AND MANAGE THE AGENCY USING "BEST-MANAGEMENT PRACTICES", ENSURING RESPONSIBLE MANAGEMENT DECISIONS, FAIRNESS, SOUNDNESS, ETC TO IMPLEMENT SOUND LAND USE PLANNING PRACTICES AND PRINCIPLES THAT WILL PROTECT TRUST LANDS AND ENSURE EFFECTIVE USE OF THESE VALUABLE AND TANGIBLE ASSETS**  
**DEVELOP AND PROCESS COMMERCIAL LICENSE REQUEST**  
**TO DEVELOP AND IMPLEMENT IDENTIFIED COMMERCIAL PROPERTIES**  
**PREPARE AND RECOMMEND ACTIONS CONCERNING PROPERTIES DESIGNATED FOR COMMERCIAL USE**  
**RECONCILE COMMERCIAL ACCOUNT FINANCIAL ACTIVITIES AND FOLLOW UP ON DELINQUENT ACCOUNTS FOR COLLECTION**

**Major Objective(s):**  
**To continue working with selected GovGuam agencies and private entities in "master planning" of all Trust land inventories.**  
**To manage and update the comprehensive land inventory of all Trust lands and to categorized lands using a master matrix database that will identify all physical constraints, characteristics, physical land features, etc.**  
**To identify all Trust lands that have "commercial potential" based on physical locations, characteristics, infrastructure availability, etc.**  
**To work with the Department of Administration in developing a system to monitor CLTC licensees/lessees payments by vendor numbers**  
**To work with the Department of Administration and Department of Revenue & Taxation in developing a system to monitor property tax on CLTC owned parcels**  
**To recruit for an administrative aide position to assist in administrative duties, processing requests, filing of records, accounting of funds, and monitor payments**

**Short-term Goals:**  
**Facilitate the leasing of selected CLTC properties for commercial activities.**  
**To reconcile commercial lease/license receivables**

<b>Workload Output</b>			
<b>Workload Indicator:</b>	<b>FY 2019 Level of Accomplishment</b>	<b>FY 2020 Anticipated Level</b>	<b>FY 2021 Projected Level</b>
<b>Commercial account financial reviews</b>	<b>15</b>	<b>20</b>	<b>25</b>
<b>Commercial applications approved</b>	<b>0</b>	<b>3</b>	<b>6</b>
<b>Commercial applications processed</b>	<b>0</b>	<b>3</b>	<b>6</b>
<b>Field Inspections</b>	<b>15</b>	<b>20</b>	<b>30</b>

Government of Guam  
Fiscal Year 2021  
Budget Digest

Function: General Government  
Department: Chamorro Land Trust Commission  
Program: SUMMARY  
5624A2044\*\*\*\*\* (Par OFB Request)  
5669A2044\*\*\*\*\* (Par OFB Request)

AS400 Account Code	Appropriation Classification	GENERAL FUND			SPECIAL FUND 1/			FEDERAL MATCH			GRAND TOTAL (ALL FUNDS)		
		FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances (A + D + G)	FY 2020 Authorized Level (B + E + H)	FY 2021 Governor's Request (C + F + I)
	<b>PERSONNEL SERVICES</b>												
111	Regular Salaries/Increments/Special Pay:	0	0	0	536,315	589,684	604,714	0	0	0	536,315	589,684	604,714
112	Overtime:	0	0	0	0	0	0	0	0	0	0	0	0
113	Benefits:	0	0	0	185,304	202,798	232,539	0	0	0	185,304	202,798	232,539
	<b>TOTAL PERSONNEL SERVICES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$721,619</b>	<b>\$792,482</b>	<b>\$837,253</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$721,619</b>	<b>\$792,482</b>	<b>\$837,253</b>
	<b>OPERATIONS</b>												
220	TRAVEL - Off-Island/Local Mileage Reimburse:	0	0	0	0	0	0	0	0	0	0	0	0
230	CONTRACTUAL SERVICES:	0	0	0	82,694	90,848	776,049	0	0	0	82,694	90,848	776,049
233	OFFICE SPACE RENTAL:	0	0	0	124,390	124,391	124,391	0	0	0	124,390	124,391	124,391
240	SUPPLIES & MATERIALS:	0	0	0	5,165	15,000	15,000	0	0	0	5,165	15,000	15,000
250	EQUIPMENT:	0	0	0	17,664	0	111,450	0	0	0	17,664	0	111,450
270	WORKERS COMPENSATION:	0	0	0	0	0	0	0	0	0	0	0	0
271	DRUG TESTING:	0	0	0	40	80	80	0	0	0	40	80	80
280	SUB-RECIPIENT/SUBGRANT:	0	0	0	0	0	0	0	0	0	0	0	0
290	MISCELLANEOUS:	0	0	0	2,900	7,200	7,200	0	0	0	2,900	7,200	7,200
	<b>TOTAL OPERATIONS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$232,853</b>	<b>\$237,519</b>	<b>\$1,034,170</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$232,853</b>	<b>\$237,519</b>	<b>\$1,034,170</b>
	<b>UTILITIES</b>												
361	Power:	0	0	0	0	0	0	0	0	0	0	0	0
362	Water/ Sewer:	0	0	0	0	0	0	0	0	0	0	0	0
363	Telephone/ Toll:	0	0	0	0	17,831	17,831	0	0	0	0	17,831	17,831
	<b>TOTAL UTILITIES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$17,831</b>	<b>\$17,831</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$17,831</b>	<b>\$17,831</b>
450	<b>CAPITAL OUTLAY</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>TOTAL APPROPRIATIONS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$954,472</b>	<b>\$1,047,832</b>	<b>\$1,889,254</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$954,472</b>	<b>\$1,047,832</b>	<b>\$1,889,254</b>
	1/ Chamorro Land Trust Operations Fund												
	1/ CLTC Survey & Infrastructure Fund												
	<b>FULL TIME EQUIVALENCIES (FTEs)</b>												
	UNCLASSIFIED:	0	0	0	1	1	1	0	0	0	1	1	1
	CLASSIFIED:	0	0	0	13	13	13	0	0	0	13	13	13
	<b>TOTAL FTEs</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>14.00</b>	<b>14.00</b>	<b>14.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>14.00</b>	<b>14.00</b>	<b>14.00</b>



**Government of Guam  
Fiscal Year 2021  
Budget Digest**

Function: General Government  
 Department: Chamorro Land Trust Commission  
 Program: CLTC Operations  
 5624A204400SE201 (Per OFB Request)

AS400 Account Code	Appropriation Classification	GENERAL FUND			SPECIAL FUND 1/			FEDERAL MATCH			GRAND-TOTAL (ALL FUNDS)		
		FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances (A + D + G)	FY 2020 Authorized Level (B + E + H)	FY 2021 Governor's Request (C + F + I)
<b>PERSONNEL SERVICES</b>													
111	Regular Salaries/Increments/Special Pay:	0	0	0	536,315	589,684	604,714	0	0	0	536,315	589,684	604,714
112	Overtime:	0	0	0	0	0	0	0	0	0	0	0	0
113	Benefits:	0	0	0	185,304	202,798	232,539	0	0	0	185,304	202,798	232,539
	<b>TOTAL PERSONNEL SERVICES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$721,619</b>	<b>\$792,482</b>	<b>\$837,253</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$721,619</b>	<b>\$792,482</b>	<b>\$837,253</b>
<b>OPERATIONS</b>													
220	TRAVEL - Off-Island/Local Message Reimburs:	0	0	0	0	0	0	0	0	0	0	0	0
230	CONTRACTUAL SERVICES:	0	0	0	82,694	90,848	626,049	0	0	0	82,694	90,848	626,049
233	OFFICE SPACE RENTAL:	0	0	0	124,390	124,391	124,391	0	0	0	124,390	124,391	124,391
240	SUPPLIES & MATERIALS:	0	0	0	5,165	15,000	15,000	0	0	0	5,165	15,000	15,000
250	EQUIPMENT:	0	0	0	17,664	0	0	0	0	0	17,664	0	0
270	WORKERS COMPENSATION:	0	0	0	0	0	0	0	0	0	0	0	0
271	DRUG TESTING:	0	0	0	40	80	80	0	0	0	40	80	80
280	SUB-RECIPIENT/SUBGRANT:	0	0	0	0	0	0	0	0	0	0	0	0
290	MISCELLANEOUS:	0	0	0	2,900	7,200	7,200	0	0	0	2,900	7,200	7,200
	<b>TOTAL OPERATIONS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$232,853</b>	<b>\$237,519</b>	<b>\$772,720</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$232,853</b>	<b>\$237,519</b>	<b>\$772,720</b>
<b>UTILITIES</b>													
361	Power:	0	0	0	0	0	0	0	0	0	0	0	0
362	Water/ Sewer:	0	0	0	0	0	0	0	0	0	0	0	0
363	Telephone/ Toll:	0	0	0	0	17,831	17,831	0	0	0	0	17,831	17,831
	<b>TOTAL UTILITIES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$17,831</b>	<b>\$17,831</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$17,831</b>	<b>\$17,831</b>
450	CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>TOTAL APPROPRIATIONS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$954,472</b>	<b>\$1,047,832</b>	<b>\$1,627,804</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$954,472</b>	<b>\$1,047,832</b>	<b>\$1,627,804</b>
1/ Chamorro Land Trust Operations Fund													
<b>FULL TIME EQUIVALENCIES (FTEs)</b>													
	UNCLASSIFIED:	0	0	0	1	1	1	0	0	0	1	1	1
	CLASSIFIED:	0	0	0	13	13	13	0	0	0	13	13	13
	<b>TOTAL FTEs</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>14.00</b>	<b>14.00</b>	<b>14.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>14.00</b>	<b>14.00</b>	<b>14.00</b>

Function: General Government  
 Department: CHemoru Land Trust Commission  
 Program: CLTC Survey & Infrastructure Fund  
 5669A2044008E201 (Per OFB Request)

AS400 Account Code	Appropriation Classification	GENERAL FUND			SPECIAL FUND 1/			FEDERAL MATCH			GRAND TOTAL (ALL FUNDS)		
		FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances (A + D + G)	FY 2020 Authorized Level (B + E + H)	FY 2021 Governor's Request (C + F + I)
	<b>PERSONNEL SERVICES</b>												
111	Regular Salaries/Increments/Special Pay:	0	0	0	0	0	0	0	0	0	0	0	0
112	Overtime:	0	0	0	0	0	0	0	0	0	0	0	0
113	Benefits:	0	0	0	0	0	0	0	0	0	0	0	0
	<b>TOTAL PERSONNEL SERVICES</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>OPERATIONS</b>												
220	TRAVEL- Off-Island/Local Mileage Reimburs:	0	0	0	0	0	0	0	0	0	0	0	0
230	CONTRACTUAL SERVICES:	0	0	0	0	0	150,000	0	0	0	0	0	150,000
233	OFFICE SPACE RENTAL:	0	0	0	0	0	0	0	0	0	0	0	0
240	SUPPLIES & MATERIALS:	0	0	0	0	0	0	0	0	0	0	0	0
250	EQUIPMENT:	0	0	0	0	0	111,450	0	0	0	0	0	111,450
270	WORKERS COMPENSATION:	0	0	0	0	0	0	0	0	0	0	0	0
271	DRUG TESTING:	0	0	0	0	0	0	0	0	0	0	0	0
280	SUB-RECIPIENT/SUBGRANT:	0	0	0	0	0	0	0	0	0	0	0	0
290	MISCELLANEOUS:	0	0	0	0	0	0	0	0	0	0	0	0
	<b>TOTAL OPERATIONS</b>	\$0	\$0	\$0	\$0	\$0	\$261,450	\$0	\$0	\$0	\$0	\$0	\$261,450
	<b>UTILITIES</b>												
361	Power:	0	0	0	0	0	0	0	0	0	0	0	0
362	Water/ Sewer:	0	0	0	0	0	0	0	0	0	0	0	0
363	Telephone/ Toll:	0	0	0	0	0	0	0	0	0	0	0	0
	<b>TOTAL UTILITIES</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
450	<b>CAPITAL OUTLAY</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>TOTAL APPROPRIATIONS</b>	\$0	\$0	\$0	\$0	\$0	\$261,450	\$0	\$0	\$0	\$0	\$0	\$261,450
	1/ CLTC Survey & Infrastructure Fund												
	<b>FULL TIME EQUIVALENCIES (FTEs)</b>												
	UNCLASSIFIED:	0	0	0	0	0	0	0	0	0	0	0	0
	CLASSIFIED:	0	0	0	0	0	0	0	0	0	0	0	0
	<b>TOTAL FTEs</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Schedule A - Off-Island Travel

Department/Agency: Department of Land Management  
 Division: CHamoru Land Trust Commission  
 Program: Land, Housing and Natural Resources  
 CLTC Operations Fund

Purpose / Justification for Travel				
N/A				
Travel Date: _____		No. of Travelers: _____ 1/		
Position Title of Traveler(s)	Air Fare	Per diem 2/	Registration	Total Cost
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -

Purpose / Justification for Travel				
N/A				
Travel Date: _____		No. of Travelers: _____ 1/		
Position Title of Traveler(s)	Air Fare	Per diem 2/	Registration	Total Cost
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -

Purpose / Justification for Travel				
N/A				
Travel Date: _____		No. of Travelers: _____ 1/		
Position Title of Traveler(s)	Air Fare	Per diem 2/	Registration	Total Cost
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -

1/ Provide justification for multiple travelers attending the same conference / training / etc.

2/ Rates must be consistent with Title 5 GCA, Div.2, Ch.23, §23104 and federal Joint Travel Regulations

Schedule A - Off-Island Travel

Department/Agency: Department of Land Management  
 Division: CHamoru Land Trust Commission  
 Program: Land, Housing and Natural Resources  
 CLTC Survey & Infrastructure Fund

Purpose / Justification for Travel				
N/A				
Travel Date: _____		No. of Travelers: _____ 1/		
Position Title of Traveler(s)	Air Fare	Per diem 2/	Registration	Total Cost
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -

Purpose / Justification for Travel				
N/A				
Travel Date: _____		No. of Travelers: _____ 1/		
Position Title of Traveler(s)	Air Fare	Per diem 2/	Registration	Total Cost
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -

Purpose / Justification for Travel				
N/A				
Travel Date: _____		No. of Travelers: _____ 1/		
Position Title of Traveler(s)	Air Fare	Per diem 2/	Registration	Total Cost
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -

1/ Provide justification for multiple travelers attending the same conference / training / etc.  
 2/ Rates must be consistent with Title 5 GCA, Div.2, Ch.23, §23104 and federal Joint Travel Regulations

Schedule B - Contractual

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/Decrease
Legal Services (MOU)	1	\$41,054.00	\$ 41,054.00	\$ 41,054.00	\$ -
Audit Services	1	\$28,000.00	\$ 28,000.00	\$ 27,500.00	\$ 500.00
Advertisements - Miscellaneous	1	\$3,658.00	\$ 3,658.00	\$ 3,658.00	\$ -
Advertisements - 2x monthly meetings	1	\$6,401.00	\$ 6,401.00	\$ 6,401.00	\$ -
Additional Onbase Enterprise Software License	1	\$1,716.00	\$ 1,716.00	\$ 1,716.00	\$ -
Copier Services	12	\$850.00	\$ 10,200.00	\$ 10,200.00	\$ -
Vehicle Maintenance & Repairs	1	\$7,550.00	\$ 7,550.00	\$ 7,550.00	\$ -
Property Taxes	0	\$0.00	\$ -	\$ 1,697.00	\$ (1,697.00)
QuickBooks Renewal	1	\$6,900.00	\$ 6,900.00	\$ 6,900.00	\$ -
Hearing Officer Services	1	\$20,000.00	\$ 20,000.00		\$ 20,000.00
Active Directory	1	\$40.00	\$ 40.00		\$ 40.00
Land Registration	5	\$100,000.00	\$ 500,000.00		\$ 500,000.00
	0	\$0.00	\$ -	\$ -	\$ -
<b>Total Contractual</b>			<b>\$ 626,049.00</b>		

Schedule C - Supplies & Materials

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/Decrease
Office Supplies	12	\$600.00	\$ 7,200.00	\$ 7,200.00	\$ -
Fuel	12	\$600.00	\$ 7,200.00	\$ 7,200.00	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
<b>Total Supplies &amp; Materials</b>			<b>\$ 15,000.00</b>		

Schedule D - Equipment

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/Decrease
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
<b>Total Equipment</b>			<b>\$ -</b>		

Schedule E - Miscellaneous

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/Decrease
Stipends, 6 mem x \$50 x 2 mg/mn = \$600	12	\$600.00	\$ 7,200.00	\$ 7,200.00	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
<b>Total Miscellaneous</b>			<b>\$ 7,200.00</b>		

Schedule F - Capital Outlay

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/Decrease
	0	\$0.00	\$ -	\$ -	\$ -
N/A	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
<b>Total Capital Outlay</b>			<b>\$ -</b>		

Schedule B - Contractual

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
Property Survey	1	\$150,000.00	\$ 150,000.00	\$ -	\$ 150,000.00
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
<b>Total Contractual</b>			\$ 150,000.00	\$ -	\$ 150,000.00

Schedule C - Supplies & Materials

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
	0	\$0.00	\$ -	\$ -	\$ -
N/A	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
<b>Total Supplies &amp; Materials</b>			\$ -	\$ -	\$ -

Schedule D - Equipment

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
Laptop	1	\$1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00
Tablet with GPS	3	\$350.00	\$ 1,050.00	\$ -	\$ 1,050.00
Desk Top Computers	11	\$3,000.00	\$ 33,000.00	\$ -	\$ 33,000.00
UPS Back Battery	11	\$200.00	\$ 2,200.00	\$ -	\$ 2,400.00
Server	1	\$60,000.00	\$ 60,000.00	\$ -	\$ 60,000.00
<b>Total Equipment</b>			\$ 111,450.00	\$ -	\$ 111,450.00

Schedule E - Miscellaneous

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
	0	\$0.00	\$ -	\$ -	\$ -
N/A	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
<b>Total Miscellaneous</b>			\$ -	\$ -	\$ -

Schedule F - Capital Outlay

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
	0	\$0.00	\$ -	\$ -	\$ -
N/A	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
	0	\$0.00	\$ -	\$ -	\$ -
<b>Total Capital Outlay</b>			\$ -	\$ -	\$ -

Government of Guam  
 Fiscal Year 2021  
 Agency Staffing Pattern  
 (PROPOSED)

(BSMR SP-1)

FUNCTIONAL AREA: GENERAL GOVERNMENT  
 DEPARTMENT/AGENCY: CHAMORRO LAND TRUST COMMISSION  
 PROGRAM: SUMMARY  
 FUND: CHAMORRO LAND TRUST OPERATIONS FUND

Input by Department										Input by Department										
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)		(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)	
No.	Position Number	Position Title	Name of Incumbent	Grade/ Step	Salary	Overtime	Special*	Increment		Subtotal (I + F + G + I)	Retirement (J * 26.25% ) <sup>1/</sup>	Rtdre (DDI) (119.81*26PP <sup>3/</sup>	Social Security (6.2% * J)	Medicare (1.45% * J)	Life <sup>2/</sup>	Medical (Premium)	Dental (Premium)	Total Benefits (K thru Q)	(J + R)	TOTAL
								Date	Amnt.											
		Chamorro Land Trust Fund																		
1		CLTC - Funded			\$97,494	0	0		7,320	\$404,714	\$158,921	\$4,920	0	\$8,749	\$2,618	\$3,840	\$3,421	\$232,519	\$837,253	
2		CLTC - Unfunded			0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
3																				
4																				
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20																				
					\$97,494	0	0		\$7,320	\$404,714	\$158,921	\$4,920	0	\$8,749	\$2,618	\$3,840	\$3,421	\$232,519	\$837,253	

\* Night Differential / Hazardous / Worker's Compensation / etc.  
<sup>1/</sup> FY 2021 (Proposed) Gov/Guam contribution rate of 26.25% for the Government of Guam Retirement is subject to change.  
<sup>2/</sup> FY 2021 (Proposed) Gov/Guam contribution rate of \$19.81 (bi-weekly) for DDI is subject to change.  
<sup>3/</sup> FY 2021 (Proposed) Gov/Guam contribution rate of \$187 (per annum) for Life Insurance is subject to change.

Government of Guam  
Fiscal Year 2021  
Agency Staffing Pattern  
(PROPOSED)

FUNCTIONAL AREA: GENERAL GOVERNMENT  
DEPARTMENT/AGENCY: CHAMORU LAND TRUST COMMISSION  
PROGRAM: CHAMORU LAND TRUST COMMISSION (CLTC Page 1 of 2)  
FUND: CHAMORRO LAND TRUST OPERATIONS 5624A2844805E201 (per OFB Request)

Table 1) (Continued)										Table 2) (Continued)											
No.	(A) Position Number	(B) Position Title 1/	(C) Name of Incumbent	(D) Grade/ Step	(E) Salary	(F) Overtime	(G) Special*	(H) Increment		(J) (E+F+G+H) Subtotal	Benefits										(S) TOTAL
								(I) Date	(I) Amt.		(K) Retirement (J * 26.28%) 2/	(L) Retire (DDI) (\$19.01*24PP) 3/	(M) Social Security (4.2% * J)	(N) Medicare (1.45% * J)	(O) Life 4/	(P) Medical (Premium)	(Q) Dental (Premium)	(R) Total Benefits (K thru Q)			
1	CLTC-061	UC - Administrative Director	Hanly, Jack III	EP-10	\$76,174	0	0	N/A	0	\$76,174	\$20,819	\$495	\$0	\$1,185	\$187	\$7,101	\$448	\$29,375	\$105,549		
2	CLTC-062	Land Agent II	Casem, Jhanna Marie V.	K-06	\$8,841	0	0	7/20/2021	387	41,228	19,835	495	0	598	187	2,817	248	15,180	56,488		
3	CLTC-063	Program Coordinator III	Cruz, Joseph B. Jr.	N-05	\$7,235	0	0	6/13/2021	648	52,895	13,901	495	0	767	187	2,817	248	18,415	71,310		
4	CLTC-030	Land Agent I	Talen, Lydia E.	L-05	\$3,183	0	0	3/7/2021	733	33,915	8,913	495	0	492	187	2,817	248	13,152	47,067		
5	CLTC-033	Records Management Officer	Cruz, Gary F.	J-10	\$2,641	0	0	3/7/2021	790	43,451	11,419	0	0	630	187	7,101	468	19,285	63,256		
6	CLTC-042	Land Agent I	Gumilatan, John J.	L-05	\$3,183	0	0	3/8/2021	838	34,838	9,548	495	0	493	187	0	0	18,115	44,135		
7	CLTC-056	Land Agent I	Nedelco, Lorraine S.	L-07	\$3,744	0	0	10/27/2020	1,134	36,878	9,692	495	0	535	187	0	0	13,726	50,684		
8	CLTC-066	Land Agent I	Jacson, TinaRose T.	L-03	\$8,893	0	0	9/24/2021	97	38,980	8,121	495	0	448	187	2,817	248	12,316	43,316		
9	CLTC-069	Engineering Technician II (TDP)	Castro, Pierre J.	J-16	\$1,455	0	0	8/16/2022	0	\$1,455	13,523	0	0	744	187	2,817	248	17,528	68,975		
10	CLTC-071	Administrative Assistant	Tupasna, Teresa T.	J-09	\$1,349	0	0	11/30/2021	0	41,349	10,867	0	0	608	187	1,438	248	13,348	54,689		
11	CLTC-074	Engineering Technician II (TDP)	Javier, Melvin O.	J-12	\$5,411	0	0	8/16/2022	0	45,411	11,934	0	0	658	187	4,299	281	17,359	62,778		
12	CLTC-079	Land Agent II	Eay, Glenn R.	K-07	\$2,309	0	0	6/30/2021	448	42,837	11,258	495	0	621	187	7,101	468	28,138	62,967		
13	CLTC-081	Land Agent I	DayJoy, Jessica S.	L-02	\$9,679	0	0	10/1/2020	1,124	38,803	8,895	495	0	447	187	7,101	0	16,325	47,128		
14	CLTC-1075	Land Agent II	Chargualaf, Elben A.	K-07	\$2,309	0	0	1/31/2021	1,807	43,398	11,485	495	0	629	187	2,817	248	15,781	59,179		
15					0	0	0		0	0	0	0	0	0	0	0	0	0	0		
16					0	0	0		0	0	0	0	0	0	0	0	0	0	0		
17					0	0	0		0	0	0	0	0	0	0	0	0	0	0		
18					0	0	0		0	0	0	0	0	0	0	0	0	0	0		
19					0	0	0		0	0	0	0	0	0	0	0	0	0	0		
20					0	0	0		0	0	0	0	0	0	0	0	0	0	0		
21					0	0	0		0	0	0	0	0	0	0	0	0	0	0		
22					0	0	0		0	0	0	0	0	0	0	0	0	0	0		
23					0	0	0		0	0	0	0	0	0	0	0	0	0	0		
24					0	0	0		0	0	0	0	0	0	0	0	0	0	0		
25					0	0	0		0	0	0	0	0	0	0	0	0	0	0		
Grand Total:					\$97,494	\$0	\$0		57,220	\$664,714	\$158,921	\$4,950	\$0	\$8,769	\$2,618	\$33,868	\$3,421	\$231,539	\$837,233		

\* Night Differential / Hazardous / Worker's Compensation / etc.  
1/ Indicate "(LTA)" or "(Temp.)" next to Position Title (where applicable).  
2/ FY 2021 (Proposed) GovGuam contribution rate of 26.28% for the Government of Guam Retirement is subject to change.  
3/ FY 2021 (Proposed) GovGuam contribution rate of \$19.01 (bi-weekly) for DDI is subject to change.  
4/ FY 2021 (Proposed) GovGuam contribution rate of \$187 (per annum) for Life Insurance is subject to change.



Government of Guam  
Fiscal Year 2021  
Agency Staffing Pattern  
(PROPOSED)

[BBMR SP-1]

No.	(A) Position Number	(B) Position Title	(C) Name of Incumbent	Special Pay Categories							(K) D+E+F+G+H+I+J Subtotal		
				(D) Holiday Pay	(E) Night Differential Pay 10%		(F) Hazard 10%		(G) Hazard 8%	(H) Nurse Sunday Pay 1.5		(I) Nurse Pay 1.5	(J) EMT Pay 15%
					1/	2/	3/	4/	5/	6/			
1	CLTC-001	UC - Administrative Director	Hattig, Jack III	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2	CLTC-002	Land Agent II	Casem, Rhonda Marie V.	0	0	0	0	0	0	0	0	0	
3	CLTC-003	Program Coordinator III	Cruz, Joseph B. Jr.	0	0	0	0	0	0	0	0	0	
4	CLTC-030	Land Agent I	Talen, Lydia E.	0	0	0	0	0	0	0	0	0	
5	CLTC-032	Records Management Officer	Cruz, Gary F.	0	0	0	0	0	0	0	0	0	
6	CLTC-042	Land Agent I	Gumataon, John J.	0	0	0	0	0	0	0	0	0	
7	CLTC-056	Land Agent I	Nedding, Lorraine S.	0	0	0	0	0	0	0	0	0	
8	CLTC-066	Land Agent I	Jacobs, Theodore T.	0	0	0	0	0	0	0	0	0	
9	CLTC-069	Engineering Technician II (TDP)	Castro, Pierce J.	0	0	0	0	0	0	0	0	0	
10	CLTC-071	Administrative Assistant	Topatna, Teresa T.	0	0	0	0	0	0	0	0	0	
11	CLTC-074	Engineering Technician II (TDP)	Javier, Melvin D.	0	0	0	0	0	0	0	0	0	
12	CLTC-079	Land Agent II	Eay, Glenn R.	0	0	0	0	0	0	0	0	0	
13	CLTC-081	Land Agent I	Daviday, Jessica S.	0	0	0	0	0	0	0	0	0	
14	CLTC-1078	Land Agent II	Chargasaf, Elven A.	0	0	0	0	0	0	0	0	0	
15	0	0	0	0	0	0	0	0	0	0	0	0	
16	0	0	0	0	0	0	0	0	0	0	0	0	
17	0	0	0	0	0	0	0	0	0	0	0	0	
18	0	0	0	0	0	0	0	0	0	0	0	0	
19	0	0	0	0	0	0	0	0	0	0	0	0	
20	0	0	0	0	0	0	0	0	0	0	0	0	
21	0	0	0	0	0	0	0	0	0	0	0	0	
22	0	0	0	0	0	0	0	0	0	0	0	0	
23	0	0	0	0	0	0	0	0	0	0	0	0	
24	0	0	0	0	0	0	0	0	0	0	0	0	
25	0	0	0	0	0	0	0	0	0	0	0	0	
			Grand Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

- 1/ 10% of reg. rate, applicable from 6pm-6am, employee must work 4 hours consecutive after 6pm for entitlement of the pay
- 2/ Applies to law enforcement personnel
- 3/ Applies to solid waste employees
- 4/ 1/2 of reg. rate of pay from 12am Friday to 12 midnight Sunday
- 5/ 1/2 of reg. rate of pay on daily work exceeding 8 hours
- 6/ Applicable only to GFD mandatory service personnel. 15% of reg. rate of pay

Government of Guam  
Fiscal Year 2021  
Agency Staffing Pattern  
(PROPOSED)

[BBMR SP-1]

FUNCTIONAL AREA: GENERAL GOVERNMENT  
DEPARTMENT/AGENCY: CHAMORU LAND TRUST COMMISSION  
PROGRAM: CHAMORU LAND TRUST COMMISSION (CLTC Page 2 of 2)  
FUND: CHAMORRO LAND TRUST OPERATIONS 5634A2044005E201 (per OFB Request)

Input by Department											Input by Department									
No.	Position Number	Position Title / Survey Worker	Name of Incumbent	Grade/ Step	Salary	Overtime	Special*	Increment		(J) Subtotal	(K) Retirement (J * 26.28%) 2/	(L) Retire (DDI) (\$19.01 * 26PP) 3/	(M) Social Security (4.2% * J)	(N) Medicare (1.45% * J)	(O) Life 4/	(P) Medical (Premium)	(Q) Dental (Premium)	(R) Total Benefits (K thru Q)	(S) TOTAL (J + R)	
								Date	Amnt.											
1	CLTC-048	Survey Worker	VACANT 1/25/03	E-1	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2	CLTC-030	Land Agent I	VACANT 8/17/16 (Charm. J.)	J-1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3	CLTC-046	Planner IV	VACANT 6/27/10 (Lujan, K.)	D-1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4	CLTC-050	Word Processing Secretary II	VACANT 5/31/16 (Toscano, T.)	H-1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5	CLTC-060	Planner II	VACANT 9/18/16 (Baker, J.)	M-1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6	CLTC-047	Land Agent I	VACANT	I-1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7	CLTC-048	Engineering Aide I	VACANT	J-1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8	CLTC-072	Land Agent III	VACANT	M-1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9	CLTC-073	Land Agent Supervisor	VACANT	N-1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10	CLTC-074	Agricultural Management Technician I	VACANT	E-1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11	CLTC-077	Agricultural Management Specialist I	VACANT	J-1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12	CLTC-078	Planner III in lieu of Planner IV	VACANT	M-1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13	CLTC-1338	LTA - Clerk II	VACANT 4/7/17 (Magalong, J.)	D-1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14					0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
15					0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16					0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
17					0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
18					0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
19					0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
20					0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
21					0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
22					0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
23					0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
24					0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
25					0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			Grand Total:		\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

\* Night Differential / Hazardous / Worker's Compensation / etc.  
1/ Indicate "(LTA)" or "(Temp.)" next to Position Title (where applicable).  
2/ FY 2021 (Proposed) GovGuam contribution rate of 26.28% for the Government of Guam Retirement is subject to change.  
3/ FY 2021 (Proposed) GovGuam contribution rate of \$19.01 (bi-weekly) for DDI is subject to change.  
4/ FY 2021 (Proposed) GovGuam contribution rate of \$187 (per annum) for Life Insurance is subject to change.

Government of Guam  
 Fiscal Year 2021  
 Agency Staffing Pattern  
 (PROPOSED)

Special Pay Categories												
No.	(A) Position Number	(B) Position Title	(C) Name of Incumbent	(D) Holiday Pay	(E) Special Pay Categories						(K) De-Est. Cells (J) Subtotal	
					(E) Night Differential Pay 10%	(F) Hazard 10%	(G) Hazard 8%	(H) Nurse Sunday Pay 1.5	(I) Nurse Pay 1.5	(J) ESIT Pay 15%		
1	CLTC-048	Survey Worker	VACANT 1/25/03	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	CLTC-050	Land Agent I	VACANT 8/1/16 (Casem, J.)	0	0	0	0	0	0	0	0	0
3	CLTC-046	Planner IV	VACANT 6/9/10 (Lujan, K.)	0	0	0	0	0	0	0	0	0
4	CLTC-058	Word Processing Secretary II	VACANT 5/31/16 (Topasma, T.)	0	0	0	0	0	0	0	0	0
5	CLTC-060	Planner II	VACANT 9/10/16 (Baker, J.)	0	0	0	0	0	0	0	0	0
6	CLTC-067	Land Agent I	VACANT	0	0	0	0	0	0	0	0	0
7	CLTC-068	Engineering Aide I	VACANT	0	0	0	0	0	0	0	0	0
8	CLTC-072	Land Agent III	VACANT	0	0	0	0	0	0	0	0	0
9	CLTC-073	Land Agent Supervisor	VACANT	0	0	0	0	0	0	0	0	0
10	CLTC-074	Agricultural Management Technician I	VACANT	0	0	0	0	0	0	0	0	0
11	CLTC-077	Agricultural Management Specialist I	VACANT	0	0	0	0	0	0	0	0	0
12	CLTC-078	Planner III in lieu of Planner IV	VACANT	0	0	0	0	0	0	0	0	0
13	CLTC-4335	LTA - Clerk II	VACANT 4/7/17 (Magallon, J.)	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0	0
17	0	0	0	0	0	0	0	0	0	0	0	0
18	0	0	0	0	0	0	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total:				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

- 1/ 10% of reg. rate, applicable from 6pm-6am, employee must work 4 hours consecutively after 6pm for entitlement of the pay
- 2/ Applies to law enforcement personnel
- 3/ Applies to solid waste employees
- 4/ 1 1/2 of reg. rate of pay from 12am Friday to 12 midnight Sunday
- 5/ 1 1/2 of reg. rate of pay on daily work exceeding 8 hours
- 6/ Applicable only to GFD ambulatory service personnel. 15% of reg. rate of pay

Government of Guam  
 Fiscal Year 2020  
 Agency Staffing Pattern  
 (CURRENT)

[BB31R SP-1]

FUNCTIONAL AREA: GENERAL GOVERNMENT  
 DEPARTMENT/AGENCY: CHAMORRO LAND TRUST COMMISSION  
 PROGRAM: SUMMARY  
 FUND: CHAMORRO LAND TRUST OPERATIONS FUND

Input by Department										Input by Department										
No.	(A) Position Number	(B) Position Title	(C) Name of Incumbent	(D) Grade/Step	(E) Salary	(F) Overtime	(G) Special*	(H) Increment		(I) Subtotal	Benefits								(J) TOTAL	
								Date	Amnt.		(J) Retirement (J * 24.28%)	(K) Retiree (DDI) (119.01*24PP)	(L) Social Security (6.2% * J)	(M) Medicare (1.45% * J)	(N) Life	(O) Medical (Premium)	(P) Dental (Premium)	(Q) Total Benefits (K thru Q)		
1	---	Chamorro Land Trust Fund	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
2	---	CLTC - Funded	---	---	\$84,749	0	0	---	4,935	\$89,684	154,970	4,950	0	6,553	2,610	\$3,860	3,421	228,371	618,055	
3	---	CLTC - Unfunded	---	---	0	0	0	---	0	0	0	0	0	0	0	0	0	0	0	0
4	---	CLTC - LTA Positions per P.L. 32-181	---	---	\$1,876	0	0	---	0	\$1,876	8,167	495	0	491	187	7,101	668	14,860	47,845	
5	---		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
6	---		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
7	---		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
8	---		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
9	---		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
10	---		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
11	---		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
12	---		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
13	---		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
14	---		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
15	---		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
16	---		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
17	---		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
18	---		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
19	---		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
20	---		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Grand Total:				---	\$615,825	\$0	\$0	---	\$4,935	\$620,760	\$163,137	\$5,445	\$0	\$9,003	\$2,807	\$60,961	\$3,809	\$345,240	\$666,000	

\* Night Differential / Hazardous / Worker's Compensation / etc.  
 † FY 2020 Gov-Guam contribution for Life Insurance is \$167 per annum

**Government of Guam  
Fiscal Year 2020  
Agency Staffing Pattern  
(CURRENT)**

[BBMR SP-1]

FUNCTIONAL AREA: GENERAL GOVERNMENT  
DEPARTMENT/AGENCY: CHAMORU LAND TRUST COMMISSION  
PROGRAM: CHAMORU LAND TRUST COMMISSION (CLTC Page 1 of 3)  
FUND: CHAMORRO LAND TRUST OPERATIONS 5434A204400SE201 (per OFB Request)

Input by Department										Input by Department									
No.	(A) Position Number	(B) Position Title 1/	(C) Name of Incumbent	(D) Grade / Step	(E) Salary	(F) Overtime	(G) Special*	(H) Increment		(J) (E+F+G+H) Subtotal	(K) Retirement (J * 26.28%)	(L) Retire (DDI) (\$19.01*26FFI)	(M) Social Security (6.2% * J)	(N) Medicare (1.45% * J)	(O) Life 2/	(P) Medical (Premium)	(Q) Dental (Premium)	(R) Total Benefits (K thru Q)	(S) (J + R) TOTAL
								Date	Amnt.										
1	CLTC-001	LC - Administrative Director	Hartig, Jack III	EP-18	\$74,174	0	0	N/A	0	74,174	20,019	\$495	0	1,105	\$187	\$7,081	\$468	29,375	103,549
2	CLTC-001	Land Agent II	Casem, Jhanna Marie S.	K-05	39,350	0	0	7/30/2020	373	39,723	10,439	495	0	576	187	2,817	348	14,762	54,485
3	CLTC-003	Program Coordinator III	Cruz, Joseph B. Jr.	N-04	58,328	0	0	6/15/2020	634	58,964	15,393	495	0	739	187	2,817	248	17,879	68,843
4	CLTC-030	Land Agent I	Taha, Lydia E.	L-04	31,978	0	0	3/1/2020	707	32,677	8,588	495	0	474	187	2,817	248	12,889	45,486
5	CLTC-032	Records Management Officer	Cruz, Gary F.	J-10	42,641	0	0	3/21/2021	0	42,641	11,211	0	0	619	187	7,101	468	19,586	62,227
6	CLTC-042	Land Agent I	Guerraetao, John J.	L-04	31,970	0	0	2/8/2020	809	32,779	8,614	495	0	425	187	0	0	9,771	42,549
7	CLTC-056	Land Agent I	Nededeo, Lorraine S.	L-07	35,744	0	0	10/27/2020	0	35,744	9,394	495	0	518	187	2,817	0	13,411	49,155
8	CLTC-066	Land Agent I	Jacson, Tina Rose T.	L-01	29,679	0	0	9/24/2020	94	29,773	7,824	495	0	432	187	2,817	248	12,883	41,776
9	CLTC-069	Engineering Technician II (TDP)	Castro, Pierce J.	J-15	49,872	0	0	8/16/2020	264	50,136	13,176	0	0	727	187	2,817	348	17,155	67,291
10	CLTC-071	Administrative Assistant	Topasco, Teresa T.	J-09	48,077	0	0	5/20/2020	530	48,607	12,672	0	0	589	187	1,419	248	13,134	61,741
11	CLTC-074	Engineering Technician II (TDP)	Javier, Melvin O.	J-11	44,019	0	0	8/16/2020	333	44,352	11,628	0	0	642	187	4,299	281	17,837	61,285
12	CLTC-079	Land Agent II	Enj, Citron R.	N-06	48,541	0	0	12/30/2019	1,290	49,831	11,872	495	0	611	187	7,101	468	19,934	62,065
13	CLTC-081	Land Agent I	Duyay, Jessica S.	L-02	29,679	0	0	10/1/2020	0	29,679	7,800	495	0	430	187	7,101	0	16,013	45,692
14	CLTC-1075	Land Agent II	Chargatol, Elynn A.	N-07	42,389	0	0	1/31/2021	0	42,389	11,140	495	0	615	187	2,817	248	15,503	57,891
15					0	0	0		0	0	0	0	0	0	0	0	0	0	0
16					0	0	0		0	0	0	0	0	0	0	0	0	0	0
17					0	0	0		0	0	0	0	0	0	0	0	0	0	0
18					0	0	0		0	0	0	0	0	0	0	0	0	0	0
19					0	0	0		0	0	0	0	0	0	0	0	0	0	0
20					0	0	0		0	0	0	0	0	0	0	0	0	0	0
21					0	0	0		0	0	0	0	0	0	0	0	0	0	0
22					0	0	0		0	0	0	0	0	0	0	0	0	0	0
23					0	0	0		0	0	0	0	0	0	0	0	0	0	0
24					0	0	0		0	0	0	0	0	0	0	0	0	0	0
25					0	0	0		0	0	0	0	0	0	0	0	0	0	0
			Grand Total:		\$584,749	10	\$0		\$4,933	\$589,684	\$154,970	\$4,950	\$0	\$8,552	\$2,618	\$53,860	\$3,421	\$228,371	\$818,055

\* Night Differential / Hazardous / Worker's Compensation / etc.  
1/ Indicate "(LTA)" or "(Temp.)" next to Position Title (where applicable)  
2/ FY 2020 Gov/Guam contribution for Life Insurance is \$187 per annum

Government of Guam  
 Fiscal Year 2020  
 Agency Staffing Pattern  
 (CURRENT)

Special Pay Categories												
No.	(A) Position Number	(B) Position Title	(C) Name of Incumbent	(D) Holiday Pay	(E)-(J)						(K) Subtotal	
					1/ Night Differential Pay 10%	2/ Hazard 10%	3/ Hazard 0%	4/ Nurse Sunday Pay 1.5	5/ Nurse Pay 1.5	6/ EMT Pay 15%		
1	CLTC-001	UC - Administrative Director	Hattig, Jack III	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	CLTC-002	Land Agent II	Casen, James Marie V.	0	0	0	0	0	0	0	0	0
3	CLTC-003	Program Coordinator III	Cruz, Joseph B. Jr.	0	0	0	0	0	0	0	0	0
4	CLTC-036	Land Agent I	Talra, Lydia E.	0	0	0	0	0	0	0	0	0
5	CLTC-032	Records Management Officer	Cruz, Gary F.	0	0	0	0	0	0	0	0	0
6	CLTC-042	Land Agent I	Gumataota, John J.	0	0	0	0	0	0	0	0	0
7	CLTC-056	Land Agent I	Nedreg, Lorraine S.	0	0	0	0	0	0	0	0	0
8	CLTC-066	Land Agent I	Jacson, ThioRose T.	0	0	0	0	0	0	0	0	0
9	CLTC-069	Engineering Technician II (TDP)	Castro, Pierce J.	0	0	0	0	0	0	0	0	0
10	CLTC-071	Administrative Assistant	Topano, Teresa T.	0	0	0	0	0	0	0	0	0
11	CLTC-074	Engineering Technician II (TDP)	Javier, Melvin O.	0	0	0	0	0	0	0	0	0
12	CLTC-079	Land Agent II	Eay, Glenn R.	0	0	0	0	0	0	0	0	0
13	CLTC-081	Land Agent I	Dayday, Jessica S.	0	0	0	0	0	0	0	0	0
14	CLTC-1075	Land Agent II	Charysalaf, Eileen A.	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0	0
17	0	0	0	0	0	0	0	0	0	0	0	0
18	0	0	0	0	0	0	0	0	0	0	0	0
19	CLTC-1075	Land Agent II	Charysalaf, Eileen A.	0	0	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0	0
26	0	0	0	0	0	0	0	0	0	0	0	0
			Grand Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

- 1/ 10% of reg. rate, applicable from 6pm-6am, employee must work 4 hours consecutive after 6pm for entitlement of the pay
- 2/ Applies to law enforcement personnel
- 3/ Applies to solid waste employees
- 4/ 1 1/2 of reg. rate of pay from 12am Friday to 12 midnight Sunday
- 5/ 1 1/2 of reg. rate of pay on daily work exceeding 8 hours
- 6/ Applicable only to GFD ambulatory service personnel. 15% of reg. rate of pay



Government of Guam  
Fiscal Year 2020  
Agency Staffing Pattern  
(CURRENT)

[BBMR SF-1]

FUNCTIONAL AREA: GENERAL GOVERNMENT  
DEPARTMENT/AGENCY: CHAMORU LAND TRUST COMMISSION  
PROGRAM: CHAMORU LAND TRUST COMMISSION (CLTC Page 2 of 3)  
FUND: CHAMORRO LAND TRUST OPERATIONS 562AA204400SE201 (per OFB Request)

Input by Department											Input by Department										
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)		(I)	(J)	(K)	(L)	(M)	(N)			(O)	(P)	(Q)	(R)	(S)
No.	Position Number	Position Title 1/	Name of Incumbent	Grade / Step	Salary	Overtime	Special*	Increment		Subtotal (E+F+G+I)	Retirement (J * 28.28%)	Retire (DDI) (\$19.81*26PP)	Social Security (6.2% * J)	Benefits			Medical (Premium)	Dental (Premium)	Total Benefits (K thro Q)	(J + R) TOTAL	
								Date	Amt.					Life 2/	Medicare (1.45% * J)	Life 2/					
1	CLTC-048	Survey Worker	VACANT 1/25/03	E-1	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	CLTC-030	Land Agent I	VACANT 8/1/16 (Cavem, J.)	I-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
3	CLTC-046	Planner IV	VACANT 6/9/18 (Lujan, K.)	O-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
4	CLTC-050	Word Processing Secretary II	VACANT 5/31/14 (Tapson, T.)	II-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
5	CLTC-040	Planner II	VACANT 9/18/16 (Baker, J.)	SI-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
6	CLTC-047	Land Agent I	VACANT	I-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
7	CLTC-060	Engineering Aide I	VACANT	J-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
8	CLTC-072	Land Agent III	VACANT	M-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
9	CLTC-071	Land Agent Supervisor	VACANT	N-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
10	CLTC-076	Agricultural Management Technician I	VACANT	E-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
11	CLTC-077	Agricultural Management Specialist I	VACANT	J-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
12	CLTC-078	Planner III in lieu of Planner IV	VACANT	SI-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
13	CLTC-4335	LTA - Clerk II	VACANT 4/7/17 (Magaling, J.)	D-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
14					0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
15					0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
16					0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
17					0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
18					0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
19					0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
20					0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
21					0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
22					0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
23					0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
24					0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
25					0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
			Grand Total:		\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

\* Night Differential / Hazardous / Worker's Compensation / etc.  
1/ Indicate "(LTA)" or "(Temp.)" next to Position Title (where applicable)  
2/ FY 2020 GovGuam contribution for Life Insurance is \$187 per annum

Government of Guam  
 Fiscal Year 2020  
 Agency Staffing Pattern  
 (CURRENT)

Special Pay Categories												
No.	Position Number	Position Title	Name of Incumbent	(D) Holiday Pay	Special Pay Categories			(H) Nurse Sunday Pay 1.5	(I) Nurse Pay 1.5	(J) EMT Pay 15%	(K) Subtotal	
					(E) 1/ Night Differential Pay 10%	(F) 2/ Hazard 10%	(G) 3/ Hazard 8%					
1	CLTC-048	Survey Worker	VACANT 1/25/03	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2	CLTC-039	Land Agent I	VACANT 8/1/16 (Casem, J.)	0	0	0	0	0	0	0	0	
3	CLTC-046	Planner IV	VACANT 6/9/08 (Lujan, K.)	0	0	0	0	0	0	0	0	
4	CLTC-050	Word Processing Secretary II	VACANT 5/31/16 (Topasco, T.)	0	0	0	0	0	0	0	0	
5	CLTC-060	Planner II	VACANT 9/10/16 (Baker, J.)	0	0	0	0	0	0	0	0	
6	CLTC-067	Land Agent I	VACANT	0	0	0	0	0	0	0	0	
7	CLTC-048	Engineering Aide I	VACANT	0	0	0	0	0	0	0	0	
8	CLTC-072	Land Agent III	VACANT	0	0	0	0	0	0	0	0	
9	CLTC-073	Land Agent Supervisor	VACANT	0	0	0	0	0	0	0	0	
10	CLTC-074	Agricultural Management Technician I	VACANT	0	0	0	0	0	0	0	0	
11	CLTC-077	Agricultural Management Specialist I	VACANT	0	0	0	0	0	0	0	0	
12	CLTC-078	Planner III in lieu of Planner IV	VACANT	0	0	0	0	0	0	0	0	
13	CLTC-4335	LTA - Clerk II	VACANT 4/9/17 (Magallon, J.)	0	0	0	0	0	0	0	0	
14	0	0	0	0	0	0	0	0	0	0	0	
15	0	0	0	0	0	0	0	0	0	0	0	
16	0	0	0	0	0	0	0	0	0	0	0	
17	0	0	0	0	0	0	0	0	0	0	0	
18	0	0	0	0	0	0	0	0	0	0	0	
19	0	0	0	0	0	0	0	0	0	0	0	
20	0	0	0	0	0	0	0	0	0	0	0	
21	0	0	0	0	0	0	0	0	0	0	0	
22	0	0	0	0	0	0	0	0	0	0	0	
23	0	0	0	0	0	0	0	0	0	0	0	
24	0	0	0	0	0	0	0	0	0	0	0	
25	0	0	0	0	0	0	0	0	0	0	0	
Grand Total:				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

- 1/ 10% of reg. rate, applicable from 6pm-6am, employee must work 4 hours consecutive after 6pm for entitlement of the pay
- 2/ Applies to law enforcement personnel
- 3/ Applies to solid waste employees
- 4/ 1 1/2 of reg. rate of pay from 12am Friday to 12 midnight Sunday
- 5/ 1 1/2 of reg. rate of pay on daily work exceeding 8 hours
- 6/ Applicable only to GFD ambulatory service personnel. 15% of reg. rate of pay

Government of Guam  
Fiscal Year 2020  
Agency Staffing Pattern  
(CURRENT)

[BBMR SP-1]

FUNCTIONAL AREA: GENERAL GOVERNMENT  
DEPARTMENT/AGENCY: CHAMORU LAND TRUST COMMISSION  
PROGRAM: CLTC LIMITED TERM APPOINTMENTS PER P.L. 32-181 (CLTC Page 3 of 3)  
FUND: CHAMORRO LAND TRUST OPERATIONS 5634C1529405E203 (per DFB Request)

Input by Department											Input by Department									
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)		(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)	
No.	Position Number	Position Title 1/	Name of Incumbent	Grade / Step	Salary	Overtime	Special*	Increment		Subtotal (E+F+G+I)	Retirement (J * 26.28%)	Retire (DH) (\$19.01*26.28%)	Social Security (6.2% * J)	Benefits			Medical (Premium)	Dental (Premium)	Total Benefits (K thru Q)	(J + R) TOTAL
								Date	Ann.					Medicare (1.45% * J)	Life 2/					
1	CLTC-080	Land Agent (LTA)	VACANT 9/24/18 (Mafnas, D.)	I-01	\$31,076	\$0	\$0	N/A	\$0	\$31,076	\$8,167	\$495	\$0	\$451	\$187	\$7,101	\$468	\$16,869	\$47,945	
2	CLTC-082	Engineering Technician II (TDP)	VACANT 3/14/18 (Adony, L.)	J-01	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
3	CLTC-083	Engineering Technician II (TDP)	VACANT	J-01	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
4	CLTC-084	Surveyor Supervisor	VACANT	D-01	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
5	CLTC-085	Surveyor (Registered)	VACANT	N-01	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
6					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
7					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
8					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
9					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
10					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
11					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
12					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
13					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
14					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
15					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
16					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
17					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
18					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
19					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
20					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
21					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
22					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
23					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
24					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
25					0	0	0		0	0	0	0	0	0	0	0	0	0	0	
Grand Total:					\$31,076	\$0	\$0		\$0	\$31,076	\$8,167	\$495	\$0	\$451	\$187	\$7,101	\$468	\$16,869	\$47,945	

\* Night Differential / Hazardous / Worker's Compensation / etc.  
1/ Indicate "(LTA)" or "(Temp.)" next to Position Title (where applicable)  
2/ FY 2020 GovGuam contribution for Life Insurance is \$187 per annum

Government of Guam  
 Fiscal Year 2020  
 Agency Staffing Pattern  
 (CURRENT)

Special Pay Categories												
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)		
Na.	Position Number	Position Title	Name of Incumbent	Holiday Pay	Night Differential Pay 10%	Hazard 10%	Hazard 8%	Nurse Sunday Pay 1.5	Nurse Pay 1.5	EMT Pay 15%	De/En/Co/Rel/Other Subtotal	
1	CLTC-000	Land Agent I (LTA)	VACANT 9/24/18 (Malone, D.)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2	CLTC-002	Engineering Technician II (TDP)	VACANT 3/14/18 (Adams, L.)	0	0	0	0	0	0	0	0	
3	CLTC-003	Engineering Technician II (TDP)	VACANT	0	0	0	0	0	0	0	0	
4	CLTC-004	Surveyor Supervisor	VACANT	0	0	0	0	0	0	0	0	
5	CLTC-005	Surveyor (Registered)	VACANT	0	0	0	0	0	0	0	0	
6	0	0	0	0	0	0	0	0	0	0	0	
7	0	0	0	0	0	0	0	0	0	0	0	
8	0	0	0	0	0	0	0	0	0	0	0	
9	0	0	0	0	0	0	0	0	0	0	0	
10	0	0	0	0	0	0	0	0	0	0	0	
11	0	0	0	0	0	0	0	0	0	0	0	
12	0	0	0	0	0	0	0	0	0	0	0	
13	0	0	0	0	0	0	0	0	0	0	0	
14	0	0	0	0	0	0	0	0	0	0	0	
15	0	0	0	0	0	0	0	0	0	0	0	
16	0	0	0	0	0	0	0	0	0	0	0	
17	0	0	0	0	0	0	0	0	0	0	0	
18	0	0	0	0	0	0	0	0	0	0	0	
19	0	0	0	0	0	0	0	0	0	0	0	
20	0	0	0	0	0	0	0	0	0	0	0	
21	0	0	0	0	0	0	0	0	0	0	0	
22	0	0	0	0	0	0	0	0	0	0	0	
23	0	0	0	0	0	0	0	0	0	0	0	
24	0	0	0	0	0	0	0	0	0	0	0	
25	0	0	0	0	0	0	0	0	0	0	0	
Grand Total:				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

- 1/ 10% of reg. rate, applicable from 6pm-4am, employee must work 4 hours consecutive after 6pm for entitlement of the pay
- 2/ Applies to law enforcement personnel
- 3/ Applies to solid waste employees
- 4/ 1 1/2 of reg. rate of pay from 12am Friday to 12 midnight Sunday
- 5/ 1 1/2 of reg. rate of pay on daily work exceeding 8 hours
- 6/ Applicable only to GFD ambulatory service personnel, 15% of reg. rate of pay

Government of Guam  
 Federal Program Inventory  
 FY 2020 (Current) / FY 2021 (Estimated) Funding

[BBMR FP-1]

**FUNCTION:** Chamorro Land Trust Commission  
**DEPARTMENT/AGENCY:** Chamorro Land Trust Commission  
**PROGRAM:** Land, Housing, and Natural Resources

Federal Grantor Agency / Federal Project Title	A	B	C	D	E	F	G	H	I
	Assisting Listing No. / Enabling Authority	Grant Award Number	Match Ratio Federal / Local	FY 2020 Received / Projected	Estimated Funding	Local Matching Funds	FY 2021 Federal Matching Funds	100% Federal Grants	Grant Period
N/A									

Function : NATURAL RESOURCES  
 Department/Agency: CHamoru Land Trust Commission  
 Program: CHamoru Land Trust Commission

EQUIPMENT/CAPITAL LISTING:			
Description	Quantity	Percentage of Use	Comments
<b>FY 2021</b>			
Dell, Monitor	27	100%	
Dell, CPU	14	100%	
Dell, Keyboard	14	100%	
Dell, Mouse	14	100%	
APC UPS	14	100%	
IBM Typewriter	1	100%	
Scanner (Table Top)	1	100%	DLM Property
Metal File Cabinet (4 Drawers)	52	100%	
Metal File Cabinet (2 Drawers)	4	100%	
Wooden File Cabinet (2 Drawers)	2	100%	1 DLM Property
Metal Table w/ 2 Drawers	2	100%	1 DLM Property
6ft Plastic Table	1	100%	1 DLM Property
Metal Cabinet (2 Door)	4	100%	
Map Cabinet 5 drawers - Safco	2	100%	
Map Cabinet 5 drawers - Kokuyo	1	100%	
Digital Still Camera	1	100%	
Digital Camcorder	1	100%	
Book Shelves		100%	
Office Desk (L Shape)	3	100%	1 L- Shape Desk DLM Property
Office Desk (Metal)	5	100%	1 GALC Property
Office Desk (Wooden)	5	100%	1 DLM Property
Yealink Telephone Unit	12	100%	DLM Property
High Back Office Chairs w/wheels	18	100%	
Chair (Wooden)	6	100%	
Couch	1	100%	
HP MP3220 Digital Projector	1	100%	
Water Cooler/Dispenser	1	100%	

SPACE REQUIREMENT (for Personnel and Equipment/Capital)	Program Space (Sq. Ft.):	Total Program Space Occupied (Sq. Ft.):	
	4,411.00		
Description	Square Feet	Percent of Total Program	Comments
CLTC Personnel and Filing Area	4,411.00	100%	Rental



Bureau of Budget Management Research  
 Prior Year Obligations for FY 2020  
 and Prior FYs

BBMR PYO-1

CHamoru Land Trust Commission - CLTC Operations Fund

A	B	C	D	E	F	G
Transaction/ Obligation Date	Transaction Type	Vendor	General Fund (\$)	Special Fund (\$)	Federal Fund (\$)	Reasons for Nonsubmittal or Nonpayment
9/28/2019	Salary (111)	Lydia E. Taleu		\$22,461.20		Liability related to the successful appeal with CSC. Request to process payment in FY2019 was not approved. Liability related to the successful appeal with CSC. Request to process payment in FY2019 was not approved.
9/28/2019	Benefits (113)	Lydia E. Taleu		\$7,852.96		
<b>Total</b>			<b>\$0.00</b>	<b>\$30,314.16</b>	<b>\$0.00</b>	

Note

Column A: Completion date of transaction or event prior to October 1, 2020.

Column B: Transaction Type such as personnel action, contracts, etc.

Column C: Vendor or Party owed

Column D, E, & F: Identify funding source and dollar amount inclusive of associated penalties or fees, if more than one transaction, need to total all transactions

Column G: Note item of concern

***Kumision Inangokkon Tano' CHamoru***  
***(CHamoru Land Trust Commission)***

P.O. Box 2950 Hagåtña, Guam 96932

Phone: 649-5263 Ext. 400 Fax: 649-5183

December 23, 2019

Memorandum

TO: Honorable Lourdes A. Leon Guerrero  
 Governor of Guam

FR: Administrative Director

RE: FY2020 Monthly Revenue Collection Report

Buenas yan Hafa Adai!

In accordance with the Guam Code Annotated Title 21, Chapter 75, §75123(b), the Chamorro Land Trust Commission (CLTC) is submitting its monthly revenue collection report for Appropriated and Non-Appropriated Funds for November 2019.

Account/Fund Name	NOV REV Collected	Fiscal Year to Date Collected
3222 - CLTC Operations	\$ 37,051.32	\$71,592.13
3415 - CLTC Loan Guaranty	\$ 4,620.92	\$6,374.58
3669 - CLTC Survey & Infrastructure	\$ 59,844.23	\$60,460.71
<b>Total</b>	<b>\$ 101,516.47</b>	<b>\$138,427.42</b>

In addition, revenues from the Non-Appropriated Funds are reported as follows:

Account/Fund Name	NOV REV Collected	Fiscal Year to Date Collected	Acct. Bal. as of NOV 2019
Bank of Guam Acct. TDOA #XXXXXX2274	\$20.97	\$42.63	\$204,096.09
Bank of Guam Acct. Chkg #XXXXXX5976	\$ 0.00	\$0.00	\$11,300.94
Bank of Guam TCD #XXXXXX7964	\$0.00	\$0.00	\$300,000.00
<b>Total</b>	<b>\$ 20.97</b>	<b>\$42.63</b>	<b>\$515,397.03</b>

Rev. 11/26/2019

*Guam Code Annotated Title 21, Chapter 75, §75123(b)*  
*President F. Bordallo*  
*Deputy Governor*  
*Commissioner*  
*Commissioner*  
*Commissioner*  
*Commissioner*  
*Commissioner*  
*Administrative Director*

If you should have any questions or require additional information, please do not hesitate to contact me at 649-5263 ext. 430.

Senseramente,



Jack E. Hattig, III

Attachment

Cc: Speaker, Senator Tina Muña-Barnes, 35<sup>th</sup> Guam Legislature  
Chairwoman, Senator Therese M. Terlaje, Committee on Health,  
Tourism, Historic Preservation, Land, and Justice  
Office of Public Accountability  
Director, Bureau of Budget and Management Research (BBMR)  
Mr. Jason Baza, CLTC Budget Analyst, BBMR  
Director, Department of Administration  
Comptroller, Department of Administration  
Financial Statement Reporting Branch, Department of Administration  
CLTC Board Members

**CHAMORU LAND TRUST COMMISSION  
REVENUE COLLECTION REPORT  
FISCAL YEAR 2020**

TITLE DESCRIPTION	ACCT.	ACCT. #	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	TO DATE
Land Trust Application Fees	OPS	3624-52101	100.00	150.00											\$ 250.00
Interest	OPS	3624-54101	237.17	231.02											\$ 468.19
Commercial / License	OPS	3624-54201	34,203.64	36,670.30											\$ 70,873.94
Agri/Res Land Trust Lease	OPS	3624-54202													\$ -
															\$ -
Commercial / License	SI	3669-52001	458.33	458.33											\$ 916.66
Interest	SI	3669-54101	0.15	0.15											\$ 0.30
Agri/Res Land Trust Lease	SI	3669-66001	158.00	278.00											\$ 436.00
Sale of Government Land	SI	3669-57001		59,107.75											\$ 59,107.75
															\$ -
Payment in Lieu of Real Property Taxes	LG	3415-37502	1,740.28	4,607.97											\$ 6,348.25
Interest	LG	3415-54101	13.38	12.95											\$ 26.33
															\$ -
															\$ -
															\$ -
															\$ -
															\$ -
															\$ -
															\$ -
															\$ -
															\$ -
<b>CLTC Operations Total</b>			\$ 34,540.81	\$ 37,051.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,592.13
<b>CLTC Survey &amp; Infrastructure Total</b>			\$ 618.48	\$ 59,844.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,462.71
<b>CLTC Loan Guaranty Total</b>			\$ 1,753.66	\$ 4,820.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,574.58
<b>GRAND TOTAL</b>			\$ 36,912.95	\$ 101,716.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138,427.42

(OPS) CLTC Operations Fund  
(SI) CLTC Survey & Infrastructure Fund  
(LG) CLTC Loan Guaranty Fund

Prepared By:  
Joseph B. Cruz Jr., Program Coordinator III

Copies Provided to:  
Speaker, Senator Tina M. MaRamos, 35th Guam Legislature  
Chairwoman, Senator Theresa M. Terleje, Committee on Health, Tourism, Historic Preservation, Land and Justice  
Office of the Public Accountability  
Director, Bureau of Budget & Management Research (BBMR)  
BBMR, Mr. Jason Baza, DLM Budget Analyst  
Director, Department of Administration  
DOA, Comptroller  
DOA, Financial Statement Reporting Branch  
CLTC Board Members

## **CHamoru Land Trust Funds Staff Report**

As projected the Chamorro Land Trust Operations Fund financial resources will run out come FY 2026. It is important that corrective action is taken to address the financial stability of the Operations Fund.

### **Recommendation 1: Chamorro Land Trust Operations Fund:**

- A. Amend Section 4 of P.L. 33-102 to read "Deposit of Funds into the Chamorro Land Trust Operations Fund." Fund received shall be deposited into the Chamorro Land Trust Operations created by Public Law
- B. Amend Section 3 §75124(a)(2) of P.L. 33-90 to read "The proceeds of commercial leases or licenses executed after October 2015 up until the end of FY2020 and to the Chamorro Land Trust Operations Fund thereafter."

### **Recommendation 2: Chamorro Land Trust Survey and Infrastructure Fund:**

- A. Add to §75124 of Public Law 33-90, (b) (3) "for the administrative, operational, and financial support of these efforts."

### **Outcome:**

Recommendation one (1) will prevent the Chamorro Land Trust Operations Fund from becoming broke in FY 2026. Recommendation one (1) will be a long term solution to ensure that the Operations Fund will have a reliable revenue source to meet current operational needs and any future growth. Although, recommendation one (1) it will terminate any future revenue sources for the Chamorro Land Trust Survey and Infrastructure Fund.

Recommendation two (2) would allow for CLTC to shift and pay for certain administrative, and operational expenses. As a result, the financial strain on the Operations Fund will decrease. Although, as current licenses and leases expire the Chamorro Land Trust Operations revenue sources will decrease and by FY 2038 the Operations Fund is projected to generate \$388,357. In the subsequent fiscal year the Operations Fund is projected to generate \$131,045. By FY 2040 the Operations Fund is projected to generate \$3,612 and will continue to decrease.

# CHamoru Land Trust Funds Staff Report

## Recommendation 1

A.

This Act was received by *I Maga 'iàhen Guàhan* this 19<sup>th</sup> day of November,  
2015, at 5:50 o'clock P.M.

  
Assistant Staff Officer  
*Maga 'lâhi's Office*

APPROVED:

  
RAYMOND S. TENORIO  
Acting Governor of Guam

Date: DEC 01 2015

Public Law No. 33-102

### **Section 4. Deposit of Funds into the *Chamorro Land Trust Survey Fund.***

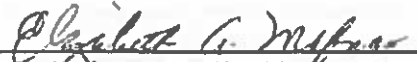
Funds received *shall* be deposited into the *Chamorro Land Trust Survey Fund*, created by Public Law 33-90.

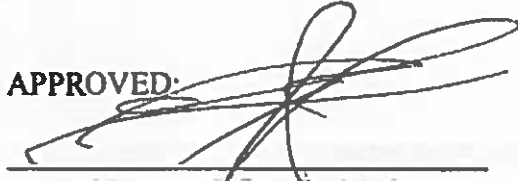


CHamoru Land Trust Funds Staff Report

B.

This Act was received by *I Maga'låhen Guåhan* this 28th day of October, 2015, at 4:20 o'clock P.M.

  
Assistant Staff Officer  
Maga'låhi's Office

APPROVED: 

RAYMOND S. TENORIO  
Acting Governor of Guam

Date: NOV 09 2015

Public Law No. 33-90

called the *Chamorro Land Trust Survey and Infrastructure Fund* (Fund), which shall be maintained separate and apart from any other funds and shall not be subject to the transfer authority of *I Maga'låhen Guåhan*.

(a) Notwithstanding any other provision requiring the deposit of proceeds to other funds, the Fund shall receive:

(1) the proceeds of all sales of bull cart trails, substandard lots, irregular lots, remnants, splinter lots, fractional lots, easement purchase remnants, and easement condemnation remnants belonging to the government of Guam; and

(2) the proceeds of commercial leases or licenses executed after October 2015.

## CHamoru Land Trust Funds Staff Report

### Recommendation 2

1 called the *Chamorro Land Trust Survey and Infrastructure Fund* (Fund),  
2 which *shall* be maintained separate and apart from any other funds and *shall*  
3 *not* be subject to the transfer authority of *I Maga'låhen Guåhan*.

4 (a) Notwithstanding any other provision requiring the  
5 deposit of proceeds to other funds, the Fund *shall* receive:

6 (1) the proceeds of all sales of bull cart trails,  
7 substandard lots, irregular lots, remnants, splinter lots,  
8 fractional lots, easement purchase remnants, and easement  
9 condemnation remnants belonging to the government of Guam;  
10 and

11 (2) the proceeds of commercial leases or licenses  
12 executed after October 2015.

13 (b) Expenditures from the Fund *shall* be made pursuant to a  
14 resolution by the CLTC, and *shall* be restricted to the following  
15 expenditures:

16 (1) for the subdivision, surveying, mapping and  
17 registration of tracts of residential and agricultural land in the  
18 CLTC property inventory; and

19 (2) for the construction of infrastructure, to include  
20 access roads, water, and power utilities, to service CLTC  
21 residential and agricultural tracts of land.

22 (c) The Commission *shall* report on a quarterly basis to the  
23 Speaker of *I Liheslaturan Guåhan* as to the revenues collected and  
24 expended from the Fund, and post the same on the website of the  
25 Chamorro Land Trust Commission. The Fund *shall* be subject to audit  
26 by the Guam Public Auditor."