



Lourdes A. Leon Guerrero
Governor

Joshua F. Tenorio
Lieutenant Governor

Commission Members

Arlene P. Bordallo
Chairperson

David B. Herrera
Commissioner

Earl J. Garrido
Commissioner

Jeffrey John P. J. Ibanez
Commissioner

(Vacant)
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director

Rev. 09/30/2024

Kumision Inangokkon Tano' CHamoru

(CHamoru Land Trust Commission)

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CHamoru Land Trust Commission Regular Board Meeting Thursday, January 16, 2025 at 1:00PM

CHamoru Land Trust Conference Room, 590 S. Marine Corp Drive ITC Building, Suite 223, 2nd Floor Tamuning, Guam. Public Comments may be made at cltc.admin@cltc.guam.gov To view the meeting virtually, log on to GovGuam Live-YouTube or CLTC's Facebook page or Google Meet joining info Video call link : <https://meet.google.com/pqa-fugy-bjw>

MEETING MINUTES

I. Call to Order at 1:04 PM

Present: Chairperson A. Bordallo, Commissioner D. Herrera, Commissioner E. Garrido, Commissioner J.J.P. J. Ibanez, Acting Administrative Director J. Cruz, CLTC Staff, and Atty N. Miller (OAG)

II. Certification – Public Notice Requirements

- Guam Daily Post (01/09/25 and 01/14/25)
- Guam Public Notice Website (<https://notices.guam.gov>)
- CLTC Facebook Page

III. Approval of Minutes

- September 19, 2024 (Regular Board Meeting)
ACTION: Motion by Commission D. Herrera to approve the minute subject to change. Commission J.J.P. J. Ibanez second the motion
PASSED unanimously. 4 votes
- October 17, 2024 (Regular Board Meeting)
ACTION: Motion by Commission E. Garrido to approve the minute subject to correction. Commission D. Herrera second the motion.
PASSED unanimously. 4 votes
- October 28, 2024 (Resumption Meeting)
ACTION: Motion by Commission D. Herrera to approve the minute subject to change. Commission E. Garrido second the motion.
PASSED unanimously. 4 votes
- November 21, 2024 (Regular Board Meeting)
ACTION: Motion by Commission D. Herrera to approve the minute subject to change. Commission E. Garrido second the motion.
PASSED unanimously. 4 votes
- December 02, 2024 (1st Resumption – November 21, 2024)
ACTION: Motion by Commission E. Garrido to approve the minute. Commission D. Herrera second the motion.
PASSED unanimously. 4 votes
- December 10, 2024 (2nd Resumption – November 21, 2024)
ACTION: Motion by Commission E. Garrido to approve the minute. Commission D. Herrera second the motion.
PASSED unanimously. 4 votes

IV. Administrative Director's Report

a. 1995 Lease Process

As of today, CLTC published 29 applicants to commence the lease process. Out of the 29, the board had voted and decided to terminate four applications due to non-compliance which was part of the initial file that CLTC commence the process. In accordance with Public Law 37-131, 3 has been classified. A review of these files, CLTC found that three files contained fully completed leases that were ratified but lacked a decline form. It has been reclassified since Public Law 37-131 deals with clouded leases.

Four applicants have so far met the deadline for submitting their documents. By the end of this month, CLTC hopes to have four applicants ready to issue leases after completing the eligibility verification process. Next month, CLTC may present 18 cases to the board for termination for non-compliance as 18 did not respond to CLTC's inquiries or comply with its requirements.

The 25 files that CLTC has been working on have been examined. CLTC expects that to be published by the end of January. They will receive certified letters asking them to change their contact details, provide the required paperwork, and offer them a 90-day window. As soon as CLTC can fill the recently announced openings, CLTC plans to start the lease award procedure for 25 applicants at a time. CLTC will progressively raise that figure, and it will continue to rise.

b. Compliance Inspection – Track 9210

483 compliance inspections have been completed. CLTC completed 13 in the Piti municipality. 54 finished in the Humatac municipality. CLTC conducted the compliance inspections related to the loan guarantees still pending; 7 were completed out of the 54. CLTC finished two compliance inspections on leases that have not been ratified. CLTC has addressed or compliance inspections in relation to constituent complaints and five compliance inspections also completed in relation to the constituents requesting for survey authorizations. A total of 569 compliance inspections have been completed. It is estimated that CLTC will send out the equivalent quantity of documents to certified mail.

c. CLTC Staff Safety – Site Visit

During today's meeting, the commission learned of a scare that prompted CLTC staff to call Guam Policy Department (GPD).

Approximately a lot away from the property site inspection last week, CLTC employees heard gunshots while performing compliance checks. They didn't know if it was directed at them. Thirty was the estimated number of gunshots. GPD responded and evacuated the area after staff called them right away. Although CLTC expects to see more of that kind of activity, they will be contacting mayors in the future to let them know that they will be in their municipality to do compliance checks. The staff was instructed to call police right away if they run into that circumstance again as a safety measure.

d. Office Space

CLTC has not been notified whether a potential vendor has been chosen or whether the invitation to bid has been accepted. Although he hopes to receive some sort of input, AAD J. Cruz informed the board that he will undoubtedly ask for a site visit or inspection to make sure CLTC complies with all of the specification listed in the IFB (invitation for bid).

e. Affordable Housing

AAD met with Zena Pangelinan and her team from Guam Housing Corporation to discuss how CLTC might continue to provide the people with the homes they need, much like CLTC did in the past. GHC will contact CLTC to inquire about the lessee's interest in applying for a loan after CLTC gives GHC the lease listing. If they are eligible, the benefits they can receive will surely assist residential lessees with cloud clauses in their leases to comply, if they haven't already.

f. Water and Wastewater

The USDA Water and Wastewater Program is one of the federal grants funding sources that CLTC is still looking into. USDA Water and Wastewater is still supporting CLTC's process through RCAC, a Hawaii-based nonprofit organization. In order to get an anticipated project cost for the installation of water and wastewater in lots 190-1-1, 190-1-R2, and Tract 113 Block 16 in the municipality of Dededo; CLTC AAD J. Cruz wrote to the Guam Waterworks Authority (GWA) a few weeks ago. The PR and environmental assessment will be completed by someone else after CLTC receives the comments. AAD J. Cruz was notified by the RCAC representative helping CLTC that USDA has search funds available to help cover the cost of those reports.

g. Office of the Attorney General – Data Report

The Board was informed by AAD J. Cruz that CLTC will shortly be required to submit a report to the Attorney General's Office about its compliance with the settlement agreement. In order to produce the report that will be delivered to the Attorney General's Office, which will then report to the U.S. Attorney General's Office, CLTC staff is currently gathering data. The report's primary focus will be on CLTC's actions since its last reporting date with regard to qualifying CLTC constituents who meet the eligibility requirements for beneficiaries. This includes making sure the new employees or Commissioners have completed the Fair Housing Act training and giving them the necessary affidavit.

h. Ypao Point Property – Old Guam Memorial Hospital

The Board was given a copy of Governor Lou Leon Guerrero's letter requesting that the heirs of Francisco D. Perez be given back Lot 5173-1-R2 New-R7 and Lot 5173-1-R2-6 in the municipality of Tamuning.

In order to verify that the CHamoru Land Trust is the owner of the Ypao Point land, Commission Member Herrera requested that the Attorney General review and verify the chain of ownership. According to the minutes of the meeting on January 19, 2016, Senora Magarita Perez testified that she is the daughter of Frank Perez and that the government purchased the land. AAD J. Cruz was asked by Commission Member D. Herrera to retrieve the minutes. Additionally, he requested that Attorney Miller ask the AG to provide an official opinion on the specific property.

i. CLTC Subcommittee

Regarding the GMA's (Guam Motorsports Association) negotiations for a non-commercial lease, the board established a subcommittee. AAD J. Cruz was considering if the board should think about creating more subcommittees that are focused on areas such as infrastructure and commercial compliance. This would allow one board member per committee to have direct knowledge of the scope of the projects that CLTC staff is working on. Additionally, it will ensure that a

minimum of one board member is fully aware of the procedure and that the Board contributes to its improvement.

j. **Vice Chair of the Board Appointment**

CLTC currently has one chairwoman and 3 board members. The Board was asked by AAD J. Cruz to think about appointing a vice chairperson in the event that the chairwoman is unavailable to guarantee the CLTC Board meetings will be held.

According to Commissioner J. Ibanez, CLTC has one open post and is unsure of how to fill it in order to fill the five board member positions. He questioned Atty. Miller about the procedure for locating a fifth member. According to Atty. Miller, the Guam Legislature confirms the governor's nominations for the board members.

V. **Executive Session Pursuant to 5 GCA, Section 8111(a)**

- a. Nomination of Mr. Roy Gamboa to serve as Administrative Director
Present – Roy Gamboa

Commissioner Member J. Ibanez asked that the executive session on Mr. Roy Gamboa's nomination as CLTC Director be tabled. According to him, the board does consider the governor's selection, but believes that it would be more equitable and transparent to offer the job to suitable candidates. He wanted to guarantee that CLTC would select the most qualified and appropriate applicant. For the job announcement, the board asked AAD J. Cruz to create an advertisement and job description.

AAD J. Cruz stated that he had previously contacted the Department of Administration and discovered that the CLTC Director position does not currently have a job description. He will search the classified service for descriptions of comparable positions and provide them to the commission and legal counsel for their comments and changes.

First Motion:

ACTION: Motion by Commissioner J.J.P. J. Ibanez – I make a motion to table the executive session based on the agenda item number 5(b) pursuant to 5 GCA, Section 8111(a) on the nomination of Mr. Roy Gamboa to serve as the Administrative Director.

Commissioner D. Herrera seconded the motion to table the executive session.

Commissioner E. Garrido opposed.

PASSED: 3 votes, 1 opposed.

Second Motion:

ACTION: Motion by Commissioner J.J.P. J. Ibanez – with the guidance of Attorney Miller to provide the guidance for the position to be opened up following Guam's law, the Department of Administration HRs (Human Resources) that we follow the proper employment process that needs to be done that will provide the opportunity to prepare job descriptions, to prepare the... all everything that's necessary to put this out for you. Again, just to make this very clear... yes, we understand and we do accept the governor's nominee for consideration and I can't emphasize that ... I mean we do accept the

nominee but based on CLTC's mandate and what the Attorney Miller had just provided to us; is we must provide interest of transparency and fairness and open the position of those qualified individuals. This allows us to ensure that we do have identified the most qualified and suitable candidate to lead the commission during this time.

Commissioner D. Herrera seconded the motion
PASSED: Unanimously

****** Five-minute recess 2:34 pm******

VI. Old Business – None

VII. New Business

For the first discussion, item 7(h) was moved to (a).

- a. Robert's Rules of Order – Time Limit (item "H" of the agenda)
The board was given an explanation of the Robert's Rules of Order: Time restriction procedure by Commissioner E. Garrido. When applying the Robert's Rules to the time limit for questions at the board meetings of the CHamoru Land Trust, there are multiple steps required.
 1. **Establish rules at the beginning of the meeting.** The chair should propose a specific time limit for questions such as two or three per director per issue. This should be communicated clearly to all members.
 2. **Motion to limit time.** A member can make a motion to limit time for questions; this motion can be phrased as.... I move that each director be allowed a maximum time of three minutes to ask questions during discussions.
 3. **A second to the motion.** Ensure that someone seconds the motion so that it can be voted on.
 4. **Discussion allow for a brief discussion on the motion.** Members can express their thoughts and whether the time limit is appropriate.
 5. **Vote – Conduct a vote on the motion.** If the majority agrees, the time limit will be enforced.
 6. **Enforcement.** During the meeting the Chair should monitor the time; a timer can be used to ensure fairness if the Director exceeds the time limit the Chair can gently remind them to conclude their questions.
 7. **Be flexible** If the discussion is particularly complex or important, the Board Chairperson may choose to revisit and extend a given time limit in the meeting.

The board can make the meeting productive and maintain order by taking these actions, which also guarantee that every director has a chance to participate. With the help of this control mechanism, the commission will be able to allocate new leases for residential, commercial, and agricultural properties to the unsettled constituents.

First Motion: ADOPT ROBERT'S RULE TIME LIMIT

ACTION: Motion by Commissioner E. Garrido – At this point I want to place a motion and recommendation on the floor by to adopt my recommended time constraint consisting with Robert Rules a time limit for questions and discussion; three minutes per director per issue. That is my motion Madam Chair.

Commissioner D. Herrera second the motion.

Chair A.P. Bordallo: All in favor say aye.

PASSED unanimously. 4 votes

Madam Chair A.P. Bordallo – Open for discussion. There being none motion carried.

Second Motion: TIME LIMITS FOR THE CONSTITUENTS

ACTION: Motion by Commissioner E. Garrido – Madam Chair if there is no discussion I would like to make a motion to include time limits for the constituents five minutes per issue.

Madam Chair A.P. Bordallo: I need a motion to second.

Commissioner D. Herrera second the motion.

Madam Chair A.P. Bordallo: All in favor say aye.

PASSED unanimously. 4 votes

b. Guam International Country Club.

Present: Yokei Koike

Jerry Tang

Carlos Camacho (zoom)

AAD J. Cruz gave the board members the GICC summary report, an updated internal audit report, and a breakdown of the payments made to the GICC's open balance. As of right now, GICC has \$414,526.12 in **receivables**. Additionally, according to AAD J Cruz, the leased land is still in poor condition due to overgrown grass and vegetation, as well as an abandoned warehouse-like structure that hinders the property's ability to be used for its intended purpose, which is the construction and maintenance of a municipal golf facility. Four potential moorhens may be dwelling in the ponds, and the clothes line's pictures of the building's potential residents also suggest that there are people living there.

Mr. Jerry Tang provided a GICC update. In order to support the Commission of the Chamoru Land Trust's mandate, GICC has been working with CLTC for the past few years to create a sustainable revenue stream from the GICC property. As of right now, GICC is completely committed to funding what was agreed upon. What happened last year was that GICC attended a public hearing before the legislature to support bill 179-37. As we discussed with the bill's authors, we have the legislature's support; but, due to technical issues and the holidays, the bill was never introduced.

According to Mr. Tang, a lot has also transpired since the election, and as a result, there has been discussion regarding GICC's position with the bill's sponsors. Strong opponents of the bill contend that the golf course should stay open, but they have no evidence that this is possible given that, as everyone is aware, Guam's survival rate is still below 50% of what it was before to Covid, and other golf courses are still closing.

Due to its ineligibility for federal programs, the BPP, and loans available to U.S. owned companies, GICC has been adhering to the payment plan for the arrears that arose during Covid-19. As a result, GICC requested and received some form of relief from former Director Angela Camacho. GICC has been making regular rent payments as well as catching up on rent arrears. They are on track to meet the deadline of October 2026 for all rent payments, and they will continue to make their regular rent and arrears payments.

The claims that GICC is not working with the Department of Agriculture are untrue, according to Mr. Tang. The rules established by the Department of Agriculture have been adhered to by GICC. The Land Trust's resolution served as the foundation for the recently presented Bill 179-37, according to Mr. Tang. GICC has consistently acted honorable and has never attempted to shortchange anything. No one was ever misled by GICC, which did everything in its power to ensure that the law accurately reflected the decision that this body had passed.

Mr. Tang stated that CHamoru Land Trust still short on funds, and its land parcels still lack infrastructure. Concerns about Guam's electricity costs will be eased by the plan to convert the GICC into a solar power plant. Most importantly, it will finance the CHamoru Land Trust Commission, allowing them to make investments in infrastructure.

The GICC case has been pending for two years, and all public hearings on Bill 179-37 have been held, according to GICC representative Carlos Camacho, who called in via Zoom. He went on to say that the initial objective was to figure out how to make the company financially viable. The former speaker, who was also the chairperson of the Chamoru Land Trust, said during the parliamentary public hearing that CLTC had very little money to support its infrastructure, Mr. Camacho noted for the record. He further said that, contrary to what CLTC had previously said, GICC is not selling the land permanently. This property is just leased, and we are only asking the legislature to grant us a 17-year extension. It needs legislative approval, and since the legislature established the municipal golf course, they also had to give their approval for the conversion to a solar farm. We don't know if we will get votes when Bill 179 is put to a vote because GICC is putting everything through a public hearing process. Just to inform everyone, Senator San Augustin, the measure's sponsor, is open to reintroducing it in the 38th legislature while taking into account all of the factors that were discussed but not included in the first law.

Regarding Bill 179-37, Commissioner Member D. Herrera inquired as to GICC's current preparations for the coming day. According to Jerry Tang, before we present the new legislation, they want the commissioners to support the idea. We want to be sure that we give commissioners the plan's specifics, inform them that we need your approval before proceeding, and give the commissioners a chance to make ideas for improvement.

For clarification, Commissioner J. Ibanez added GICC gave us a copy of the letter that GICC mentioned receiving back in 2019, which stated that they were given the lease for the rent reduction. GICC were then commenced in

January 2023, and it was mentioned that Commissioner Garrido had granted a three-month lose, which GICC were to perform within three months.

Mr. Tang stated that Commissioner Garrido wanted to ensure that GICC were following the rules and that payments were made on time. GICC was to return in three months to confirm that those payment were being made.

Commissioner J. Ibanez said, so if we take that and look up exactly what GICC compliance is based on this April 19, 2022, I'm looking at the statement that basically says that you weren't in compliance; you failed to meet the three months plus addition, so January 23, February, March, and April don't have any payment in here. If we also talk about the fact that payments are supposed to be made monthly and you want to make them every month, I look at the Acting Director's history on the plan and see that your payments are not coming in as consistently as they should. Therefore, it is not in line with what is said here to clarify that you are completing your payments on time. You must make payment consistently every month and your payments are and again, I'm going to go with April 19, 2022, and the letter basically says that you're deferring already up to December 2022, with payments commencing January and payments will include the normal monthly lease payment plus additional payments that will apply to the arrears. Again, that was not fulfilled even to this date when you look at back in September and October, your payments weren't coming in every month.

According to Mr. Tang, correspondences existed at the start of the payment arrangement, I think Mr. Cruz can prove this since the letter I provided the director said Okay, you just got to pay all the arrears by October 2026, but it didn't say how much each month. Because of this, we did everything we could to contact Director Cruz and ask him how much the payment period would be. When we couldn't obtain an answer, we tried to pay, but it was rejected, leaving us unsure of what to do. That conversation is documented. We had several meetings with CLTC to give it our best effort. It was intended that the former AG's office would develop a documented payment plan during those session, but they never did.

Commissioner J. Ibanez told Mr. Tang that if you check your lease, which shows monthly payments from February 2019 to five years, you can basically see what your monthly payment will be each month. If you're making the monthly payments on schedule, you should be able to calculate the exact amount of your payments. Regardless of whether you are behind on your payments or not, you must fulfill the monthly payment responsibilities outlined in your lease agreement.

Commissioner J. Ibanez was informed by Mr. Tang that he had only received the statement today and would reply following their review by Mr. Tang and Mr. Yokei Koike.

Mr. Koike also stated that business is bad and that's why they came here to find the solution and that they are doing their best to make payments and then as you can see, you are right commissioner we have not paid fully or on time, but we have made payments. What this describes here as a balance of 414 is when we promise to start payment when had that letter from the former director as Jerry Tang said it doesn't say how much we have

to pay. So, what we did is we divided the remaining October 2026, that's what it says in the letter so we divided remaining month and that we came up with around \$17,000.00. We pay every month \$17,000.00; we will catch up. That's our goal.

Commissioner J. Ibanez also raised the issue of the Department of Agriculture. According to a clause in the contract, GICC must permit government vehicles to enter the site and not bar them from doing so. It is against the terms of the lease to refuse.

Mr. Tang stated that it must be an official act of the government and why would Department of Agriculture contact Mr. Young to schedule an inspection of GICC since he is neither a representative or an employee. Because he has no connection to GICC, we were worried that there might have been a misunderstanding, so we kindly requested that the Department of Agriculture get in touch with us directly.

AAD J. Cruz stated that Miss Megan's communication with CLTC prompted the scheduling of the initial letter or site inspection. GICC was notified in writing by CLTC of this potential lease violation which prevented CLTC from being allowed.

Following a lengthy discussion about GICC's audit report, the outstanding debt, and the property's existing state, the board moved forward with a vote.

ACTION: Motion by Commissioner J. Ibanez to terminate GICC's lease; have Attorney Miller send out a letter to GICC General Manager to cure the default, it's not operating the golf course, the maintenance is not being made, the violation of the wells, the financial statement is not being up keep. Payment must be made on time and we give them a specific time frame to secure the default, so, I am, we're getting the default. Once this is effectuated on that motion then it proceeds forward to ensuring that they comply as a golf course.

Chairperson A. Bordallo: You know Mr. J. Ibanez they were right here.

Commissioner J. Ibanez: Yes.

Chairperson A. Bordallo: Why didn't you just bring it up and tell them.

Commissioner J. Ibanez: We had plenty meetings on this topic in the past; we brought it all out to the public's eyes. We had three or four meetings discussing GICC prior to me coming in, they had multiple meetings on this topic as well. We need to set the presidents in terms of our commercial leases like I mentioned and we have to continue to move forward and ensuring that our leases as we made in the last motion, last meeting that they were ...Acting Director Mr. Cruz will provide a monthly log of all our commercial leases and determine where the violations is; are we following at what the money payment is. All of this and that's why we're here. I don't know if there is a term....

Commissioner D. Herrera: What was the time frame?

Commissioner J. Ibanez: They're determining what the time frame is, but again that can still be determined by Attorney Miller to make that based on based on the law to add that clause in there. These are major violations and we got a set of presidents out there. Attorney, do you feel that it's still... can that still be decided on based on your legal.

Attorney Miller: First of all, I just rapidly moving through here, I haven't found a specific period of time. Nonetheless, the law says if parties haven't agreed to a specific time period to remedy a default, then you, then a reasonable period of time shall be imposed. It would be up to you all to decide 30, 60, 90, 100; some number of days. Our view would be reasonable to cure the defaults we've listed.

Commissioner J. Ibanez: Based on the ramification of what's going on, I believe that 6 months, 120 days, 180 will provide sufficient time to cure the default itself and put it back to the golf course. The neglect of just the golf course itself and the neglect of the following, the lease agreement it's alarming. Red flags, so I do make that motion madam chair.

Commissioner D. Herrera: And the time line is 6 months?

Commissioner J. Ibanez: Six months to cure the default.

Attorney Miller: Just so everybody understands 180 days goes by, on the 181st day we'll be back out on the property and we would expect to find something that looks like a golf course and if there is not, then we would file suit in court to terminate the lease; for breach of the lease.

Commissioner J. Ibanez: I do thank you for clarifying that so basically you got 6 months and also a notice sent out to cure, if they don't cure, we file a suit to terminate. Right. That's the motion. 6 months is more than enough time to fix it and it's reasonable. They can't come back to say it's not reasonable.

Commissioner D. Herrera: I would like to discuss before I make a vote. I want to, I have questions to ask. Off course the option to terminate because of non-compliance is there, but because I...

Commissioner E. Garrido: It's either you second the motion or you don't then the motion dies.

Commissioner D. Herrera: No, I'm... I'll pass.

Commissioner E. Garrido: So, you don't second. I won't, I won't second the motion either. Motion fails.

Chairperson A. Bordallo motion fails.

Commissioner D. Herrera: Cause, I have a question. Go ahead and you can make the motion again after we address the question.

Commissioner J. Ibanez: Your motion, your pass, the motion passes fail or pass. It'll come back to him... right?

Attorney Miller: I would, you know after Commissioner Herrera asks his question, then you are, each of you is free to make whatever motions you'd like to make.

Commissioner D. Herrera: You can motion the same again. So, I'm going to pass and then I want to ask the question.

AAD J. Cruz: You need to take a count first before...

Attorney Miller: If it fails for

Commissioner D. Herrera: Commissioner J. Ibanez can request for his motion again after I ask my questions.

Attorney Miller: If Chair Bordallo is recognizing Commissioner Herrera, we're happy to take whatever questions for a few minutes.

Commissioner D. Herrera: Commissioner's motion is not dead, I mean I just want to ask a question, but because of the parliament procedure, right?

Attorney Miller: He'll have to make his motion again.

Commissioner D. Herrera: Right, and you're free to do that.

Chairperson A. Bordallo: And if someone wants to make a comment outside.

Commissioner J. Ibanez: So... proceed.

Chairperson A. Bordallo: You can ask your question.

Commissioner D. Herrera: Wait, so motion fails.

Chairperson A. Bordallo: Yes.

Commissioner D. Herrera: So, here's my question hypothetically right, let's say we say 6 months, so within the first six months of probationary period again can we at that time start doing the process of request for proposal for any interested parties that wants to come in and submit a bidding to operate the golf course? That's question number one.

Commissioner J. Ibanez: That would be after if an event that there in default and we file a law suit also, once we terminate the lease and move forward then we can.

Commissioner E. Garrido: That is something the attorney should answer.

Commissioner D. Herrera: Right because my object here right is that... off course our mission is residential, so this is one lease that's producing cash flow at least \$26,000.00 a month. I know that it's in arrears; the intent when Commissioner Garrido provided this option of a probationary but in good faith, we voted that we were going to provide that option to pay down the \$900,000.00. They're down to four and then they're paying the monthly payment so now, so, let's say we chop the neck of this rules, then my question is that in the interim if even today right we cannot get the 166 lots going. That's number one. Really, that's 166 lots; we cannot even get the planning, the bidding, the options, I know we're say on this is not Germain right, but we, our target like we know our mission is residential and agriculture, then we were given the opportunity to have about 10% of the inventory for commercial.

AAD J. Cruz: 9

Commissioner D. Herrera: 9%. So, the question right now is what is the cash flow since we were given that opportunity to create a case flow? About \$500,000.00 a month or a year?

AAD J. Cruz: We're collecting now in that range.

Commissioner D. Herrera: So, my view on this one is that CHamoru Land Trust has one third of Guam's property. One third of that property that is out there and we can only generate \$500,000.00 or less without the commercial know options that we have. I'm saying we failed. We failed the trustees in the residential side; we failed the agriculture side. Why, because if we really fine tune these 200 acres of golf course, am I in favor of the golf course? I'm not in favor to subsidize the sports activity because for one reason our main objective and mission is residential and agriculture. But we were given an option to use 10% of the inventory of the 11,000 acres to generate. So, on this option now that we're saying, we're going to make a motion to have this company to be in compliance within six months. I would say that's reasonable but we have to go back and look at the origin of this one, of this case because our intent was to develop the 166 lots. Correct me if I'm wrong because if anybody had....

Commissioner J. Ibanez: We have money for that. We have money. We have 7 million sitting in the bank.

Commissioner D. Herrera: Not yet

Attorney Miller: Commissioner Herrera, the answer to your question is that it would be legally imprudent publicly be soliciting alternative lessees. We could certainly internally we could do as much work as possible so that once we got to a final legal conclusion on the status of this lease, the next day we were ready to go with a plan B, but it would be legally imprudent to publicly talk about plan B while were still fighting about plan A.

Commissioner D. Herrera: Working in parallel now the 7 million that Commissioner J. Ibanez was mentioning, I understand we, we've been working on that since the last two years finding option, but is that 9 million or 7 million sufficient to cover the one third or 11,000 acres? No. Right, no? We have Tamuning, Yigo, Dededo, Hagat, Umatac, Merizo, Talofofo, Inalahan. 9 million is a fraction to develop that property. 9 million even 500 million it's a fraction. We know so what I'm saying is that this is like we're trying to make this income producing property that's 26 mil; I mean 26,000 a month to produce more which is the computation was 9 mil. \$9 million for 30 years ... correct? So, then there's an additional 7 million that Commissioner J. Ibanez is saying. And that's only for 166; we still got the Yigo lots, the Dededo lots and we know that our estimate for every mile is about a million a mile; maybe more now. So, am I in favor to make a motion to have the GICC in compliance within 6 months? But remember that in good faith we're saying that we were in a transition. We made a resolution and we agreed on a resolution to develop to the convert the property from a golf course to a solar farm. Now that's just the surface of what was projected and like they mentioned in the earlier testimonies that if the legislature doesn't get enough vs. then we're back to golf course. So, what I'm proposing is to do a parallel to the request to invite on the potential golf course operators at the same time we're giving them the six months GICC to comply. So, in good faith they were in the transition that most likely maybe 90% that the legislature was going to approve the conversion of the golf course to solar farm. But we can see, you can read the media the propaganda that's been planted on the pro side, the opponent and the proponent. So, who's winning right now? The opponents or the proponent? Right now, we're now at this table and we're saying we're going to vote for 6 months to comply, put it back into golf course; golf course operation. But knowing I work for the hill up here and we're only about 30% of passengers coming in. 30% somebody here said 50%. We're down, we're only 30% of the estimated tourism that comes in here which is about 1.6 mil, 1.3 mil. You got about 40 flights coming in but those flights are about maybe half full maybe one third full. We don't have it. The cash flow even up at the hill, I'm talking about where the landing fees are at... it's not there; maybe one third. So, now back to this one, so am I going to vote now when we're going to do another motion to say you got 6 months GICC get it back to normal? So, my question is that if we can do a parallel at the same time.

Commissioner E. Garrido: I believe Attorney Miller answered the question.

Commissioner D. Herrera: So can do, we can?

Attorney Miller: Internally we can. It would be legally imprudent to publicly...

Commissioner D. Herrera: Imprudent but not illegal.

Attorney Miller: So, we would, we would be damaging the success of our eviction law suit if we were at the same time negotiating with the next tenant because the GICC folks would raise issues of fairness.

Commissioner D. Herrera: Negotiation but not ratification. We're not going to sign the we're just signing what your proposal just like what's going on with GPA and the CCU. There was a preliminary proposal; no contract yet. So, if this happened there then what's good for the geese may be good for the goat that's on the golf course. I mean it's supposed to be geese and But you got what I'm saying right. I mean make a motion now Mr. J. Ibanez. Make your motion.

Commissioner J. J. Ibanez: Madam Chair.

Chairperson Madam A. Bordallo: No. First, I want someone wants to make a comment. Mr. Tang.

Mr. Tang stated that he wanted to talk about a few additional topics. To begin with, he confirmed the purported lease agreement infractions. Second, he expressed gratitude to Attorney Miller for verifying that GICC complies with the provisions to a significant degree. They have paid over \$400,000.00 and the arrears in addition to the current rent since their pledge to Commissioner Garrido, even though some months may be a few days or a week late. Second, Mr. Tang recently attested to the fact that well inspections have been carried out; they are still carried out on a quarterly basis. They can immediately correct any oversight that failed to inform Director Cruz of it. Third, the failure to comply with the land's golf course use requirements. GICC is collaborating with the CHamoru Land Trust on an alternative strategy, which GICC attempted to put into effect through law.

Mr. Tang also stated that Director Cruz and Commissioner Herrera attended a public hearing, and at that moment, there was a technicality that led to the settlement; we were very near. The resolution was supposed to be introduced, but it was mis-referenced when it was motioned and then went to a vote when this body entered the room. Due to a technicality, GICC was forced to retract that, which caused some additional delays. This is actually a game changer for the CHamoru Land Trust in perpetuity if the golf course is converted to a solar farm. At the end of the lease term Mr. Tang knows its up to the commission to whether GICC remove all the solar panels or to continue. CHamoru Land Trust can own the improvements that's under the lease agreement.

Motion by Commissioner J. Ibanez: With that said Madam chair I'd like to re-occur the motion to terminate the lease; give them 6 months to cure to default. They understand that they have a lease agreement, they must follow the lease. If we allowed this to happen all our other leases will have a, if it's not transparent they can do it then so can I. So, we have to set the precedent to enforce our lease agreements to ensure that payments are being made. They follow these agreements this is CHamoru Land Trust property; it owes to the people of Guam and when they entered the lease; they knew exactly what was going; what they needed to do. So, I make that

these lease agreements. Our judiciary rights to ensure that they comply with the terms and condition of this lease and that's my motion.

Commission D. Herrera: Question.

Commission J. Ibanez: Our legal counsel prepares the legality of the letter to ensure that everything we covered this in the. Based on especially knowing that there was a notice of, there was a notice that was sent out, this also provides legality and his say to document this and even, even with this, it says that you must here and to this date we're already in mid -January we haven't, they have not seen any type of action. So, by doing the six months its now giving them more enough time to hear this thing golf course because right now based on this letter they have not even shown efforts to make some form of at least fix it. I'm more concerned of transparency; I'm more concerned of setting this, setting it right so that all our other beneficiaries or lease agreement can see that this lease agreement should be followed. So, the motion again is to terminate the lease, give them six months to cure and if they don't cure, we officiate the termination process via court.

Commission D. Herrera: And if the bill passes to become law to convert it to golf course.

Commission J. Ibanez: Well, the bill can't pass without I mean right now they have; they must comply with our, with this agreement with the CLTC they must get approval before they do anything because part of the lease agreement you must go through us first, legislature, the governor to get approval to do a repurposing off a solar farm. If you read you see in the lease agreement it does say, specifically say that; so, you cannot, you cannot slap do it and then get ask for forgiveness later. You got to ask permission first get the approval from everybody and then say okay we got the approval. Let's go to the legislature to get the approval, then the governor can come in and say no I want to.... I'll veto it or I approve it right. Because you already got her consent now you go to the legislature, she has to approve the bill. Then, that follows your process based on my understanding of this lease agreement.

Commission D. Herrera: So, deferring the question to Attorney Miller, if in three months the conversion is passed and ratified, how does this?

Attorney Miller: Well, I'm going to guess that the legislature would put a sentence or two in the bill that directed the commission to not with understanding the ever popular not withstanding that GICC isn't using the land as a golf course. Nonetheless do a lease with these guys for a solar farm that when you write the law you can fix a lot of problems.

Commission D. Herrera: Yes, that's like the golf course the raceway not withstanding non-commercial lease, so what's good for the raceway can be good for the..... So, I second the motion.

Chairperson A. Bordallo: I can't ask a question? It's too late right?

Attorney Miller: No.

Commission J. Ibanez: So, we have, we have the motion already, he second it just go through the approval process all in favor and then ask the question.

Attorney Miller: If you have a question for me, I'm more than happy to take it.

Chairperson A. Bordallo: Yes. The bill that they had went up to close to a million dollars and that was in 2023 of April, now the bill is down to \$414,526.12, is that in good faith that they tried to pay?

Attorney Miller: As we've said, you know several times today, they are in substantial compliance with their obligation to pay.

Chairperson A. Bordallo: Substantial.

Attorney Miller: Yes. But we do have to vote on the motion.

Commission J. Ibanez: So, Madam chair if in the event that within this time frame we give them six months that they default and not make the payment on a monthly basis as far the lease agreement.

Chairperson A. Bordallo: But then they can terminate but they're following their lease agreement.

Commission J. Ibanez: Right, we also

Chairperson A. Bordallo: I mean, I mean not the lease agreement, but the agreement to pay back in good faith. That's in good faith.

Commission J. Ibanez: That's one part. I believe that's a very crucial part that's in that's, but we have a motion.

Attorney Miller: We do have to vote the motion.

Chairperson A. Bordallo: You second? (Question to Herrera)

Commission D. Herrera: I do.

Chairperson A. Bordallo: All in favor say I.
Note: 2 ayes (J. Ibanez, D. Herrera)

Chairperson A. Bordallo: Oppose?
Note: 1 nay (E. Garrido)

Attorney Miller: Motion fails. It's a tie.

Commission J. Ibanez: I mean she's voting (Chairperson A. Bordallo)

Attorney Miller: No. The chair voted no.

Commission J. Ibanez: So, I think we, we need further clarification because the chair votes on some occasions and on all occasions so in certain situations you get a vote of sometimes there's no vote as part of

Attorney Miller: It's ultimately, it's her prerogative.

Commission J. Ibanez: Okay, so it.....

Commission D. Herrera: Can you vote now? (Question to Chairperson A. Bordallo).

Chairperson A. Bordallo: Commission Ibanez saying something.

Commission J. Ibanez: I'm concerned of the lease agreement. I'm very concerned of our ability on our mandate that we

Chairperson A. Bordallo: I can understand your point.

Commission J. Ibanez: It's not about the money; it's about following the lease agreement and ensuring that the payments are coming in; that's not a concern.

Chairperson A. Bordallo: But that was the agreement in how they're going to pay back.

Commission J. Ibanez: Well, that, that's not a concern; the concern is all other violation of the lease agreement and the golf course not being a golf course. You see the payments are still coming in....

Commission E. Garrido: Out of Order.

Commission J. Ibanez: But we're not seeing, we're not seeing

Chairperson A. Bordallo: Out of Order

AAD J. Cruz: Madam chair, due to the commission needs

Chairperson A. Bordallo: Yes.

AAD J. Cruz: Can we recess until next week Wednesday, the 22nd?

Commission J. Ibanez: Do, we still need?

AAD J. Cruz: There's going to be some items here that you may need some legal guidance but, it's up to the board. I'm just asking to recess

Chairperson A. Bordallo: Yes, we do, there are some that is definitely question.

Commission D. Herrera: So, resumption next when?

AAD J. Cruz: Wednesday the 22nd at the same time 1PM.

Commission J. Ibanez: If I can't make it, do we have a quorum?

AAD J. Cruz: Just as long as the three.

Chairperson A. Bordallo: Motion to go on recess until January 22, 2025, 1PM.

Motion made by Commission D. Herrera to recess until January 22, 2025 at 1PM.

2nd motion made by Commission J. Ibanez.

(Audio glitch)

Chairperson A. Bordallo: All in favor say aye.
Motion carried.


PASSED unanimously. Time: 4:25 PM

Resumption Meeting – Wednesday, January 22, 2025 at 1:00 PM

(**** MEETING ENDED – NOTHING FOLLOWS****)

Madam Chair A. P. Bordallo: 

Date: 5-19-25

Concurred by: 
Acting Administrative Director
Joseph B. Cruz

Date: 5/20/2025