



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

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## Commission Members

*John F. Reyes, Jr.*  
Chairman

*David B. Herrera*  
Commissioner

*Earl J. Garrido*  
Commissioner

*Arlene P. Bordallo*  
Commissioner

*(Vacant)*  
Commissioner

*Angela Camacho*  
Acting Administrative Director

## REGULAR MEETING MINUTES

CLTC Conference Room  
Suite 223, ITC Building, Tamuning, Guam  
**Thursday, January 19, 2023, 1:00 PM**

**Public Notice: The *Guam Daily Post*, January 11, 2023, and January 17, 2023**

ALL: Reciting the Inefresi

**Chairman John F. Reyes, Jr.:** Thank you, everybody. The time is 1:04 and I call this meeting to order for the CHamoru Land Trust regular meeting. Our public notices for today were published in the Guam Daily Post on January 11, 2023 and January 17, 2023. Notices were also posted online on the CHamoru Land Trust at [dlm.guam.gov](http://dlm.guam.gov), the CHamoru Land Trust Commissioner Facebook page, and the Government of Guam's public notice portal at [notices.guam.gov](http://notices.guam.gov). This meeting is being livestreamed on the CHamoru Land Trust Facebook as well as on YouTube at GovGuam live, our video and audio recordings are made possible by our partners at KGTF.

## ROLL CALL

**Chairman J. Reyes, Jr.:** Okay. Commissioner Herrera

**Commissioner David Herrera:** Gaige yu'

**Chairman J. Reyes, Jr.:** Thank you, sir. Commissioner Garrido?

**Commissioner Earl Garrido:** Estegue hu

**Chairman J. Reyes, Jr.:** Thank you, sir. Commissioner Bordallo? Has she joined us yet?

**Administrative Assistant Tina Tainatongo:** No, not yet, sir.

**Commissioner Arlene Bordallo:** Absent

**Chairman J. Reyes, Jr.:** Attorney Toft?

**Attorney Nicolas Toft:** Present

**Chairman J. Reyes, Jr.:** Thank you, sir. And Acting Administrator Angie Camacho:

**Acting Administrative Director Angela Camacho:** Here

**Chairman J. Reyes, Jr.:** Thank you.

**APPROVAL OF MINUTES**

***December 28, 2023 Meeting Minutes***

**Chairman J. Reyes, Jr.:** I'll give you guys some time if you have any questions or any comments

**Commissioner D. Herrera:** I have no questions or comments

**Chairman J. Reyes, Jr.:** Commissioner Garrido?

**Commissioner E. Garrido:** No comments.

**Chairman J. Reyes, Jr.:** Okay, thank you, sir. Who would like to take some action to approve?

**Commissioner D. Herrera:** Okay, Mr. Chairman, I would like to make to approve the December 28, 2023 meeting minutes

**Chairman J. Reyes, Jr.:** Okay, thank you, Commissioner Herrera. May I get a second?

**Commissioner E. Garrido:** I second that.

**Chairman J. Reyes, Jr.:** Thank you, Commissioner Garrido. Any objections?

**Commissioner D. Herrera:** No objections

**Chairman J. Reyes, Jr.:** Hearing none, the motion passes for approval of our December 28, 2023, meeting minutes.

**OLD BUSINESS – Commercial**

***Guam Racing Federation***

**Chairman J. Reyes, Jr.:** Okay, next up on our agenda, we do have a pretty short one but lots of topic – lots of thought to discuss, right, is the Old Business on Commercial Lease with the Guam Racing Federation and Angie, I pass that to you to kick it off.

**Acting Admin Director A. Camacho:** Well, first of all, we did receive a letter yesterday, which I believe was emailed to all the Commissioners giving notice that Attorney Cook will be representing the raceway.

**Chairman J. Reyes, Jr.:** Commissioners, that should have been sent to you guys via email as well.

**AA T. Tainatongo:** Yes, it was emailed to you

**Commissioner D. Herrera:** I didn't....

**Commissioner E. Garrido:** I haven't checked my email.

**Chairman J. Reyes, Jr.:** Okay, we'll get a printed copy, but we did receive that yesterday. So now, we would work directly with Attorney Jeff Cook, who has been asked or is representing

the Guam Racing Federation. Okay, with that said, Angie, I think you also had some information to go through regarding some of the guidance we had and questions from our next meeting – our last meeting, sorry.

**Acting Admin Director A. Camacho:** So, there were a couple of things that were requested from legal counsel for clarification. One was given that we accepted payment on raceway - Guam Racing Federation. Is it the received as an acceptance or approval renewal of their license or the month-to-month extensions?

**Attorney N. Toft:** I can answer that one right now. So, that's an approval of a month-to-month extension so if you accept a payment on the first of the month, that gives them that right of entry for the remainder of that month. But the next one, if you decline at the beginning of the month then that cuts off or that gives you the option to terminate the right of entry.

**Acting Admin Director A. Camacho:** May I just get for further clarification Mr. Chairman? On the invoice that was created – so, there was an invoice that was prepared by CLTC and I believe it was prior to the instructions not to receive the rent nonetheless, on January 1<sup>st</sup> it was booked and sent; is that a perception of another month of...

**Attorney N. Toft:** I would say so, just to be on the safe side just because when you cash the check or you send out the invoice so I would say for the month of January just to play it safe assume that that is an agreement to extend that month-to-month extension through January.

**Acting Admin Director A. Camacho:** And then in regards to payment we did notify all the staff not to receive rent payment for the month of January however the notice was sent out so if that check is delivered should that be accepted now that that invoice went out?

**Chairman J. Reyes, Jr.:** No...

**Attorney N. Toft:** If you – I mean we're two-thirds of the way for January now, the invoice was for January, if you get a check for it, they've already been occupying it for 20 days out the month right, you know – whatever decision you make today if rejecting the invoice I mean it's up to the board I think because you can make a decision that begins on February 1<sup>st</sup> or and it's not a lot of money here that we're talking about or you can decide to reject the check and

**Acting Admin Director A. Camacho:** reverse the

**Attorney N. Toft:** to reverse, yeah.

**Chairman J. Reyes, Jr.:** I think that's administratively to figure out, but yes Commissioner Garrido?

**Commissioner E. Garrido:** Attorney Toft, the last payment we received from them is covering November

**Attorney N. Toft:** Okay...

**Commissioner E. Garrido:** So, they still haven't paid for December or January

**Attorney N. Toft:** December or January

**Commissioner E. Garrido:** And I was thinking maybe we can give them a 30-day notice to clear up?

**Attorney N. Toft:** Yeah, it's a – yeah because it's month to month at this point.

**Chairman J. Reyes, Jr.:** Yeah, because if the payment received in November or there was an arrears that December or November, December, January technically because three months, yeah, that's not been paid. I think we haven't received any other checks, correct?

**Acting Admin Director A. Camacho:** Not to my knowledge

**Chairman J. Reyes, Jr.:** Okay, go ahead, Ange, do you want to go to the...

**Acting Admin Director A. Camacho:** Sure. Then the second was; can the board terminate okay; I believe you answered that

**Attorney N. Toft:** Yeah.

**Acting Admin Director A. Camacho:** Yeah. Then the third question was CLTC would like to get a set of keys for the padlocks and restrict access to the raceway, is that possible?

**Attorney N. Toft:** I think if you're doing a termination along with that notice, you do request for the access, the keys and then at the end of the expiration of that period if they haven't provided it then you go in with a locksmith and say, yeah...

**Chairman J. Reyes, Jr.:** Cool, so, Commissioners, those are some of the questions that we had and you know in your packets we did have a copy of the statement based on what we have outstanding inclusive of the January invoice and...

**Commissioner E. Garrido:** \*inaudible\* I read it differently. I'm sorry for interrupting. The way I read it is they're in arrears \$36,000. They paid us \$32,000 in November and so to date now, they're in arrears \$12,000.

**Chairman J. Reyes, Jr.:** Yeah, so, correct 3 months.

**Commissioner E. Garrido:** Yeah, they haven't paid us for the past 3 months.

**Chairman J. Reyes, Jr.:** November, December, January, yes sir. Thank you, sir. Alright so Commissioners we do have also that's also I know it was printed that was resent to Attorney General Doug Moylan, so, it was initially sent to former Attorney General Levin Camacho and it was resent to Attorney General Doug Moylan, right, is the packet from Speaker with some clarifications on some of the actions that were taken by the board prior to us regarding rights of entry, etc.... so that's still an outstanding set of requests from the Speaker's office. And then where we stand as far as I think sans this, we can still make some decisions right in regards to how we want to proceed. The one thing that I did want to discuss again briefly is there are – aside from everything that has been done on the other side of the raceway right – all the extractions and the clearing and all the good stuff. There is the other side in which there are a lot of community type events and things like that, right, it does happen up there – that is for the community but when you really look at the net of it, there's just been a lot of gaps,

questions unanswered, things that are done, i.e., Smithbridge right and their traversing, that's some things that we got to weigh right as commission and where we take these next steps. We give them a 30-day notice, it does not mean that it will resolve itself.

**Commissioner E. Garrido:** Yes, the notice is only for them to stop operations, it doesn't unresolve them from paying any penalties for what they did out of the norm

**Chairman J. Reyes, Jr.:** Or even sets them up to get a new lease because in prior requests right and other conditions in their lease that is not agreeable right for the Trust. But also, the term of the lease is also within outside of our approvals so it's a longer process than you know we make a decision now and it'll resolve itself in 30-days it's definitely. I want to make sure that we are on a clear with that and in the decisions that we decide to take. So, and I'll turn it over to you guys, any questions or Attorney Toft, anything else to add? Commissioners, any other questions?

**Commissioner E. Garrido:** I wanted to ask Attorney Toft, can you prepare the documents for our...

**Attorney N. Toft:** Yeah, I'll work with Joey on whatever decisions are made by

**Commissioner E. Garrido:** No with Angie

**Attorney N. Toft:** And Angie, too, yeah.

**Commissioner E. Garrido:** And to start the clock going and in regard

**Attorney N. Toft:** There's just no word for it. There's just no leases that use our current commercial rules because they're unworkable

**Commissioner E. Garrido:** I saw the lease, and maybe 6 pages long

**Attorney N. Toft:** Yeah, and that's a legislative lease, that was created by the legislature, not us, the CLTC. It was imposed upon the CLTC, we have these two or three I would call them public purpose leases that don't necessarily benefit the CLTC beneficiaries, they benefit the interest of the island as a whole. But CLTC has been put as the steward of these leases and it's kind of a difficult position for us because the board is not supposed to be doing things for the entirety of Guam. We're supposed to be working for our beneficiaries. And so, the commercial leases have no – the commercial lease rules have no flexibility as to - even if we have these leases that benefit everyone you know, who bears that cost? We have Global Recycling; we have gulf course we have the raceway, and they pay reduced amounts on these leases or licenses or hold over tenancies from older legislative leases, and that's land that if the CLTC is pushing for it, it could be used housing and for CLTC residents or commercial leases that pay a full amount so that we can use that for infrastructure things like that. So, it's frustrating that the legislature has not made that distinction between commercial leases and public purposes leases. And as I said, the commercial leases, the lease length of five years is nobody wants to build anything or lease anything for five years. There's just no return on that and then minimum price of ten percent of the cost means that you're better off buying something else than paying an extortionate rate. So, we have this unworkable problem and then we go to them with the raceway lease – they parade a hundred people around the legislative hearing all in support of it and they pass a bill that is completely unworkable and send it to us and we look

like we can't do anything because there's a bill that the raceway is unwilling to sign that we're unwilling to sign that you know we're just back to square one. We've done this dance repeatedly and you know, if it takes closing it down to send a message to the legislature to get to actually send us functional help then maybe that's what we need to do.

**Commissioner E. Garrido:** \*inaudible\* you said that was back in the '90s?

**Attorney N. Toft:** Yeah

**Commissioner E. Garrido:** And there's no revisions or upgrades

**Attorney N. Toft:** They have created the commercial rules and regs in 2015 I believe. But like I said, there's two provisions in there that just make it so that no one would ever bid on a commercial property that we own. And we've had RFP's up for three properties for a couple of years and no bidders on that and we can't use it for these public purpose leases because those companies can't function at the rates that our commercial rules and reg lease would demand. So, we're just stuck in the impasse.

**Chairman J. Reyes, Jr.:** And yeah, to that point, yes commercial leases are necessarily top of the list, and we want to work on our \*inaudible\* residential hence right some of the resistance in pushing out some of these commercial leases. Submerged lands obviously is a different story, right, we could get that.... We want those right within our inventory but it is also the resistance on our commercial leases to that point. But it doesn't mean that the right leases can't come through for commercial. It will benefit the Trust; it would benefit these beneficiaries if we do it the right way. And we can work hard to – continue to work hard with the legislations with some of the amendments to help us. To help us to be able to just support, even if it's small infrastructure improvements for all our residential leases and agriculture. So, alright Commissioners, I know Commissioner Herrera, I'm sorry Commissioner Garrido has a time slot – and we do have

**Commissioner E. Garrido:** No, I just got word that my hearing has been...

**Chairman J. Reyes, Jr.:** You're okay. Okay. Commissioner Herrera, any questions or... what you like to put forth for some of the recommendations \*inaudible\* for the raceway?

**Commissioner D. Herrera:** Speaker sent out a letter right for the Attorney General to answer five-line items, correct and we haven't received any response yet.

**Chairman J. Reyes, Jr.:** Not yet. And it was just now sent to the new

**Commissioner D. Herrera:** That email, I saw. So, I guess, the question is that you know for the last 20 years even you said we've been singing this song and been dancing this dance, right, and again like you mentioned that the interest that we're here for is for the constituents and not for the general public but like you said the land trust beneficiaries that are eligible. I'm new to this commission, it was just in the last 6 months on May and what I see is that other than the other operators operating on the Lot 7160-R1, right which is the Guam Raceway Federation, we have shown or we have found that there was other myriad of operators \*inaudible\* The Guam Raceway Federation wanted to operate what they wanted to do on their operations and basically mandated in the lease but what we found is that there's a lot of... in my opinion, a lot of major damage to the property from the excavation to the parallel of

operators that are operating under the Guam Raceway Federation about four or five companies and we have no knowledge but to my understanding I don't know if they came in in the past, you've been here for the last six years or so... probably you know more information than we do as Commissioners that the Guam Raceway Federation has engaged in contracts with other operators; is that a fair statement? Do you have a knowledge that? I mean I don't know, you would probably understand this more than I do.

**Attorney N. Toft:** Yeah, I apologize, I missed the last few meetings but I was reading the notes from the last hearing, and it sounded like there's a discovery of a subcontract between Smithbridge and Guam Raceway Federation, and we weren't aware of at all.

**Commissioner D. Herrera:** Yeah, that was just for last month but for the last six years you've been sitting in this...

**Attorney N. Toft:** Right, we've had issues because we're supposed to get a participation rent for events that happen on the property and we've had instances where we know that there's an event going and that they have a take at the gate or whatever and we don't see 'em unless we specifically hound them and

**Chairman J. Reyes, Jr.:** And ask

**Attorney N. Toft:** Yeah, and have to do basically legal discovery to pry of them

**Commissioner D. Herrera:** Okay, so, I'm not sure Mr. Chairman but do I have any

**Chairman J. Reyes, Jr.:** Any recommendations right or input because you've definitely taken a lot of the work to help get us to where we're at today right so we want to make sure we give you the opportunity as well now that we can – well on our next steps, what do you feel are our next steps?

**Commissioner D. Herrera:** Well, Mr. Chairman, I just like the CHamoru Land Trust to be treated fair and just in accordance to public law and the mandates that were stipulated at the legislature for the last 20 years. You mentioned that no company would take a five-year lease to get a return investment so they came up with a 20-year lease so, from the good

**Attorney N. Toft:** No, not quite they haven't specified which one of those apply to us because the five year one I think was passed later than the 21-year one and there was no exception for the CHamoru Land Trust carved out so if you're going hierarchy of law analysis we may be limited to that five-year lease. That's why we haven't been pushing that boundary.

**Commissioner D. Herrera:** I understand but the least that we received here at this table a couple of weeks ago was 21-year lease, correct?

**Attorney N. Toft:** Yes

**Commissioner D. Herrera:** So you can say, that supersedes the time so we're now engaged with Guam Raceway Federation of the 20-year lease and it expired 2019 so, the question from the Speaker's office is that; The CHamoru Land Trust authorized a right of entry, the Speaker's question is that, are we within the parameter of the law to extend the right of entry when the lease has expired. And my question Mr. Chairman to legal counsel is that is that fair and just or

is that legal for us to continue to extend a right of entry when we have no authority to consummate a lease which expired in 2019, it's already 2022, so, we've been allowing them to enter the property

**Attorney N. Toft:** We've been operating on a theory of a hold over tenancy, so, if you're a land lord and you have somebody living in your house or pay monthly and that one year expires, if they stay on and you accept payment from them, the – you don't have a lease in a traditional sense, you have this 30-day month to month holdover tenancy for the same rules you agreed to when the lease applied but it's not dead that there's not permanency to the term. So, if 30 days' notice at that point either party can decide to terminate the arrangement.

**Commissioner D. Herrera:** Either party?

**Attorney N. Toft:** yeah

**Commissioner D. Herrera:** Either party? Okay, so, I believe they've been respectfully asking within this commission for the last six year, so my main concern here is the damage to the property that that's my... that's why we found out that when we were working parallel with Other companies that that's the major issue that I personally solve so on this motion summary that I'm reading here, the raceway park today phase 5A area 1 Zone A which is 40 acres so I haven't seen a masterplan for this property. I don't know where is area 1, and I don't know where zone 1 is, but I know that there is a quarry operation that is done and it was a quarry operation not a clearing and \*inaudible\* because I did personally check regulatory agencies that do the permitting process for clearing and grading but these guys don't have any for a quarry operation. I mean lot 7160-R1 was quarried that's a fact and again I've been trying to get into the property to get a more accurate configuration of the quarry area of the property and we were having a hard time getting in that's number one, so I made concerns that of course I agree with the commission here to issue an eviction notice. What I would like to do is file a claim for the damage to that property. If the commission cannot do it, I would do it personally because there's a major damage and we've been in my opinion the commission has been exploited and mentioned the legislature and us to the executive branch it's like we have conflicting policies; one is five years, the legislature say twenty and like you said, if you have a 100 bikers going around the legislature and I've seen the checklist here the people that came in to testify in favor of a 20-year lease and from what they were saying back then 20-years ago everything was profitable, everything was good for the community, fast forward 22-years now; where are we today? If we're \*inaudible\* \$4000.00 a month for a 250-acre goldmine, I'll repeat again, \$4000. A month for a 250-acre goldmine, the gold mine I'm talking about is the white gold that's under that property. What they did on top of the property is setting up their off-road. I'm a racer myself and a professional mechanic myself, that's my kind of hobby. My function here and my responsibility here is to protect the Public Law of 12-36 and to administer the law of Public Law 35-112 and what I'm seeing in \*inaudible\* is we've been swindled and I can spell the word swindle because we have not been treated fair and just in the situation that we're been facing now. That's it, Mr. Chairman, thank you.

**Chairman J. Reyes, Jr.:** Thank you, sir. Alright so... Commissioner Garrido?

**Commissioner E. Garrido:** Attorney Toft, is there anything preventing us from putting an escalation on these leases? Commercial leases?

**Attorney N. Toft:** Escalation in...? In what? \*inaudible\*



**Commissioner E. Garrido:** Yeah

**Attorney N. Toft:** Yeah, the issue is that month-to-month hold over tenancy is that if you're adjusting the amounts of that

**Commissioner E. Garrido:** Not on a month-to-month

**Attorney N. Toft:** Okay, on the initial lease?

**Commissioner E. Garrido:** On the initial lease. Let's say raceway came in we terminate it they came in to apply to lease the area again; can we invent an escalation fee or are we restricted from the legislature from doing something that's proactive that benefits CLTC because we don't get it on \*inaudible\* money

**Attorney N. Toft:** Right, and I think this is where that distinction between a public purpose lease and a commercial lease is really hitting us, is that, if raceway has come to us and said, we can't afford under the commercial rules and regs because a 250-acre even if you value it at stupidly low is going to be far far far more than \$4000. a month and with their current operations, they're probably not going to be able to afford that. You know, they suggested the trade-off of selling the rock and providing profits to CLTC as the offset. The legislature in their bill that they passed for the lease explicitly forbade that, so we are kind off....

**Commissioner E. Garrido:** But they still went ahead and did it.

**Attorney N. Toft:** They said that they were clearing and grading at least from these last few years and then when we went in, they were going a little further than that

**Commissioner E. Garrido:** Yes

**Attorney N. Toft:** And that's always kind of been our issue with them is that you know they'll tell us that they're just doing minimum - was cleared and to charge them for that

**Chairman J. Reyes, Jr.:** And that was still a struggle

**Attorney N. Toft:** Yes

**Chairman J. Reyes, Jr.:** That's what's our starting point and where our ending point was right and what year did...

**Attorney N. Toft:** And finding this deal with Smithbridge where they're getting money for – directly from them without us knowing about it is, I'm, you know... I was reading this now, but I'm guessing that's a violation of the lease terms because we're supposed to know about all subleases, and that's one-eighth of their costs their rental cost is being based on what's \*inaudible\* sublease

**Commissioner E. Garrido:** I'm sorry to interrupt you

**Attorney N. Toft:** Sure

**Commissioner E. Garrido:** But also, they initially submitted a masterplan and they had X amount of years to complete that masterplan, and they are behind

**Attorney N. Toft:** The masterplan – a lot of it when they submitted it a lot of it was contingent on the funding that they thought the clearing and grading was going to help out that they would be able to sell some of the material from clearing and grading to pay for the different phases of their project and what we're running into is that their definition of clearing and grading is full sort of strip mining versus our definition which is you know, knock the trees off and then prepare if for your race paths or whatever so, we need clarification from the legislature on that even before we move on anything else or at least on part of the lease make it very explicit what's being allowed.

**Commissioner E. Garrido:** Yes, because on my first meeting here at CLTC, Smithbridge was here and they attested that agreement between raceway and them is done over a handshake. It's not supported by their lease.

**Attorney N. Toft:** And that's probably why we didn't find out about it.

**Commissioner E. Garrido:** And then to top it off, we don't even know what the raceway was receiving from Smithbridge because we're supposed to get like a little royalty from them, right?

**Attorney N. Toft:** Right and that's if we approved the sublease, which I don't believe we have.

**Commissioner E. Garrido:** Yeah, no there's nothing in black and white

**Chairman J. Reyes, Jr.:** No, we just found that out.

**Commissioner E. Garrido:** And I kind of find it hard to believe that hole that was done without some document especially from Smithbridge

**Attorney N. Toft:** I would actually believe it

**Acting Admin Director A. Camacho:** If I remember correctly though, there was an invoice that was the documents to Smithbridge and the payments was based on that invoice.

**Attorney N. Toft:** Okay

**Acting Admin Director A. Camacho:** But anything else from that, nothing was mentioned.

**Chairman J. Reyes, Jr.:** So, in kind of just rounding out the conversation, I mean I've been on just over two years and the raceway and Attorney Toft – it's always come up and then it'll fizzle off, and other things, but I think now is the time to make a decision and let the process take over. Now, we need to make the official motions and decisions with the commission. What I was going to say in addition to that is legislation is not necessarily going to handle another lease for the raceway because I feel that at this point after so many time lapses with all the extension and etc..... right, there's no more first right or refusal in that sense because there's some mention to that. We begin from square one and go out for bid and in just kind of understanding how the process goes, right, and is that even the route we want to go but at the

junction here what we need to make is what are our next steps so that we can start the process.

**Commissioner E. Garrido:** Well, you know, the raceway subleases to these other organizations, they might want to step up and just get a lease for that portion that they're using.

**Attorney N. Toft:** Well, I think the problem that we have up there is that highest and best use of the land is the quarrying which is forbidden, so the amount of bidders that we're going to get for 250-acre piece of land and especially for going under a commercial

**Commissioner E. Garrido:** an agreement with raceway and everything is all shadowy

**Attorney N. Toft:** Yeah

**Commissioner E. Garrido:** They're not being upfront with us and I think we need to...

**Attorney N. Toft:** I think it's beyond CHamoru Land Trust's ability to move forward with any sort of feasible lease in any fashion, whether it's raceway or a different company

**Chairman J. Reyes, Jr.:** Right

**Commissioner E. Garrido:** Yeah, but even if raceway were to come back to us like I said, the assurance is that this is the masterplan and they have X amount of years to complete it... fell short.

**Attorney N. Toft:** We already know that they can't afford the commercial; they've told us they can't afford the commercial rules and regs

**Commissioner E. Garrido:** We'll put it out for lease – request for bid; it's got to be on a downsize version. It can't be on the entire two hundred sum acres

**Attorney N. Toft:** To split it up?

**Commissioner E. Garrido:** Mhmm

**Attorney N. Toft:** I think the problem you'll run into there is that, like I said earlier, the commercial rules and regs make it such that nobody is bidding on them, and I think that even if we split it up into feasible chunks it's... they're just kind of poisoned honestly like we've talked to different companies and nobody's bidding on them because if you're paying ten percent of the lands cost every year, you're better buying a piece of land somewhere than and if your term of years is limited whether it's five or whether it's 20, how are you going to get your investment back if you build something on it.

**Commissioner E. Garrido:** They won't be able to find land that big that they can buy for that purpose.

**Chairman J. Reyes, Jr.:** Right, I think there's a lot of moving parts

**Commissioner E. Garrido:** Yeah, there is, there's plus and minus for both sides

**Chairman J. Reyes, Jr.:** \*inaudible\* what are some of the decisions we're going to make today? I think there's still a lot of some of this some of discovery work of what are options

**Commissioner E. Garrido:** I agree, discoveries first and foremost

**Chairman J. Reyes, Jr.:** So in that sense right, what is our immediate decision today for the raceway park? And then what are the next steps, now that we've given a notice and now we avail back our property then we need to decide what is the best next steps after that. Again, we give them a 30-day notice, that thing will cure that in such a short period of time in my opinion so, okay, what we do after... that's a lot that's a whole other discussion, I think it's, what are we ready to do, what are the Commissioners ready to do, today for – you know, to begin the next steps?

**Attorney N. Toft:** Just as a kind of not a warning but just as a precaution that if you do do an eviction that you can't go back to that month to month – that \$4000. a month plan

**Commissioner E. Garrido:** We're stopping it

**Attorney N. Toft:** It's stopping everything and can't be restarted after that.

**Commissioner E. Garrido:** Yeah

**Chairman J. Reyes, Jr.:** Yes, yeah.

**Commissioner E. Garrido:** Yeah, it will take a new

**Attorney N. Toft:** It'll take a new lease either through the legislature or however we proceed

**Chairman J. Reyes, Jr.:** Yeah, I mean I think that \$4000. Is not necessarily something that the Commissioners blinked at in that sense because again, we've gone through this, we've had numerous asks and requests time and time again and I think it's time we have to make a decision and whatever that decision is that we are – we are comfortable in moving on with whatever the next steps after we make that decision today. So, Commissioner Herrera or Commissioner Garrido, you want to make... what is your recommendation to take action?

**Commissioner D. Herrera:** Sir, I'd like to make a motion to start the foundation of the languages for the eviction notice starting today then we'll digest or see what happens in the next 30-days, that will be my motion.

**Chairman J. Reyes, Jr.:** May I ask a question on what is your proposed effective date? Since we did send out an invoice, we may not accept payment

**Commissioner D. Herrera:** Oh, for the arrears or for the

**Chairman J. Reyes, Jr.:** No, no, not for the arrears, just for the... because we did send out the invoice effective or for January, so what effective date for this notice do you want to put on there? Is it...

**Commissioner D. Herrera:** January 19

**Chairman J. Reyes, Jr.:** So, 30 days from today?

**Commissioner D. Herrera:** Yes. If our legal counsel has a template

**Attorney N. Toft:** I don't have a template. I would suggest maybe making February 1<sup>st</sup> just for ease of clarification on it because I would need to get it approved by the board and signed and then delivered because we have to serve them as well

**Commissioner D. Herrera:** 30-days, February and March

**Commissioner E. Garrido:** March 2<sup>nd</sup> or 3<sup>rd</sup>; if they're served on the first of February, it's a 30-day

**Attorney N. Toft:** We can serve them early. I mean, ideally, you serve them so that there's sufficient time that you don't fall foul of any procedural rule problems

**Commissioner E. Garrido:** So, if that's the case then we'll go with his recommendation and as soon as possible

**Commissioner D. Herrera:** Like tomorrow. No seriously these guys are... it's insulting for us as landlords

**Chairman J. Reyes, Jr.:** No, no, understood.

**Commissioner D. Herrera:** \*inaudible\* I'm the landlord, may I come in?

**Chairman J. Reyes, Jr.:** No, exactly.

**Commissioner D. Herrera:** And check the damages that you \*inaudible\*

Multiple speakers

**Commissioner E. Garrido:** Commissioner Herrera, that's the tenant's right.

**Commissioner D. Herrera:** I understand

Multiple speakers

**Chairman J. Reyes, Jr.:** But what we can do, right is we make sure we gain access. We want to make sure that our staff access to monitor between whatever dates we put into place but also be reasonable and maybe Attorney Toft can recommend dates effective you know... when we deliver and 45-days out.

**Commissioner D. Herrera:** Yes, our attorney is leaving tomorrow, right?

**Attorney N. Toft:** No, next week.

**Chairman J. Reyes, Jr.:** We still have time...we still have time

**Attorney N. Toft:** You still have time

**Commissioner D. Herrera:** You're going to NAVFAC

Multiple speakers

**Commissioner D. Herrera:** Congratulations to you

**Chairman J. Reyes, Jr.:** We still have time Commissioner Herrera to work through this and we can his guidance on what

Multiple speakers

**Commissioner D. Herrera:** Have they been reasonable to us for the last 20-years?

**Chairman J. Reyes, Jr.:** I understand, sir.

**Commissioner D. Herrera:** You see our positions, sir?

**Chairman J. Reyes, Jr.:** Well, it's all our positions and I'm not disagreeing but what I'm saying is we got to give ample time and if it's 30-days it's 30-days if we decide on 30-days but let's get some guidance of far as dates and if we're firm on 30, I'm not going to... but I want to also \*inaudible\* to Commissioner Garrido's point...

**Commissioner E. Garrido:** I just want to assert because I'm sure the attorney would agree with me; there's a term that's called quiet enjoyment for the tenant where the landlord cannot just come at anytime in the day or the night to do like a site inspection. It has to be pre-arranged. At least on the residential side

**Chairman J. Reyes, Jr.:** Yup

**Attorney N. Toft:** Again, it'll be a different

**Chairman J. Reyes, Jr.:** Again, I understand, Commissioner Herrera, I really do. But there's other pieces to the you know to be in accordance to those types of laws of course the tenant and landlord but also with making sure that we give them that ample time. And if we want to be tight about it, we be tight about it. And then we also then have regularly scheduled inspections and if we say we're coming everyday at 12:00 and they have to accommodate that. So, I'm not

**Commissioner D. Herrera:** I understand

**Chairman J. Reyes, Jr.:** I fully agree.

**Commissioner D. Herrera:** Because I really want to add in the damages that was done to the property, that's my primary \*inaudible\* interest.

**Chairman J. Reyes, Jr.:** Yes, and I think that one

**Commissioner D. Herrera:** Is to make sure we address the...

**Chairman J. Reyes, Jr.:** And think that one is we want to do an assessment too, right? And whatever that assessment may be so we can actually ensure that those assessments that are made independently that we can and really account for what those damages are from an independent assessment of what we think is the areas to assess for damage. I think that is definitely a step that we can take as board to work with whoever that is recommended to do so for those things.

**Commissioner D. Herrera:** I rest my case, Mr. Chair

**Commissioner E. Garrido:** But I would not say no to requesting in our letter to them to give us the keys so we can access. If they say no then c'est la vie, you know that's it. But they have their rights also as tenants.

**Commissioner D. Herrera:** Except they don't have a lease right now and they're in arrears so....

**Chairman J. Reyes, Jr.:** So, let's – I'm going to turn it to Attorney Toft real quick just to walk us through with some of the recommendations that we should take in light of a date and how many days etc...

**Attorney N. Toft:** Right, I would suggest doing a 30-day notices, we can prepare it now, date it for February 1<sup>st</sup> so that they have one month to clear operations. In that we request also include that we would like to inspect the premises and give them the dates and times that we would like to do so at least 24 hours out from the date that we make the request and then also request copies of the keys for the gate.

**Chairman J. Reyes, Jr.:** Okay, thank you, sir. Any questions?

**Commissioner E. Garrido:** In the document that you're going to prepare for eviction, are we also going to stop all interactions with in this case I'll say Smithbrige because they're the ones that are most \*inaudible\* there for extracting material.

**Attorney N. Toft:** That's up to the board if you want to include that we can.

Commissioner E. Garrido.: Well, we should because that's not a legal contract.

**Chairman J. Reyes, Jr.:** We have a cease and desist so they're not doing anything in our property. We've also ceased and desist for the traversing between our property and the private property. I think we're covered there.

**Attorney N. Toft:** We've already done that

**Chairman J. Reyes, Jr.:** Yeah, we've done that already

**Commissioner E. Garrido:** Have they abided to it? We don't know.

**Commissioner D. Herrera:** I check and they are

**Chairman J. Reyes, Jr.:** So, I know that the staff has gone up. I know maybe also Commissioner Herrera you've also gone up to the property

**Commissioner D. Herrera:** I check and they are closing the gate

**Commissioner E. Garrido:** Yeah, but closing the gate doesn't that they're not

**Commissioner D. Herrera:** Understand but we cannot go

**Chairman J. Reyes, Jr.:**Cannot go \*inaudible\*

**Commissioner E. Garrido:** Because I've been to the property with her

**Chairman J. Reyes, Jr.:**Great but I think it's more on the Smith Bridge side because we can no longer

**Commissioner D. Herrera:** You're right

**Chairman J. Reyes, Jr.:**Okay, I turn to you

**Commissioner D. Herrera:** Okay, that's it. I just made the motion and

**Chairman J. Reyes, Jr.:**If you can just restate the motion it'll help kind of

**Commissioner D. Herrera:** Help me on this

**Chairman J. Reyes, Jr.:**Yeah, so, Attorney Toft's guidance is the dates is effective February 1<sup>st</sup> with 30 day time frame of eviction from the property and it will be delivered by Monday at the latest?

**Attorney N. Toft:** Yeah, we can prepare today and have you review it and the director review it and sign.

**Chairman J. Reyes, Jr.:**And then we'll get it delivered to included copies of the keys and then also we will give a 24-hour request notice to be able to access the property.

**Acting Admin Director A. Camacho:** Could we just say, beginning such and such date we will regularly scheduled inspections something to that effect so that

**Commissioner E. Garrido:** But we're not sure... but we're not sure... I take it we just go with 24 hour notice

**Attorney N. Toft:** Provide notice that we're going to request inspection dates giving them 24-hour notice before

**Chairman J. Reyes, Jr.:**Before we

**Attorney N. Toft:** Before we enter

**Commissioner E. Garrido:** Yeah, that's the legal terms we need because we don't know whether we want to go out there in the middle of next week or what... we don't know. But if we are going to do something we'll just give them 24



**Chairman J. Reyes, Jr.:** Okay, alright so I guess Commissioner Herrera that's kind of some guidance

**Commissioner D. Herrera:** Mr. Chair, I would like to make a motion to start the process to formulate the eviction notice with the stipulated requirements and to be issued February 1<sup>st</sup> 2023.

**Commissioner E. Garrido:** No, it will begin

**Attorney N. Toft:** For the 30-day processing

**Commissioner E. Garrido:** It could be issued before that

**Attorney N. Toft:** For the 30-day process –

Multiple conversations

**Commissioner D. Herrera:** Right but effective February 1<sup>st</sup> 2023 for 30-days

**Chairman J. Reyes, Jr.:** Yes, thank you Commissioner. Tina, are we good with that?

**AA T. Tainatongo:** Yes

**Chairman J. Reyes, Jr.:** Okay, thank you.

**Commissioner E. Garrido:** I'll second it

**Chairman J. Reyes, Jr.:** Okay, thank you. Any objections?

Commissioners: No objections

**Chairman J. Reyes, Jr.:** Okay, hearing none, motion passes to begin the process of the eviction of the Guam Raceway effective February 1<sup>st</sup> with a 30-day window to include the stipulations of the keys as well as providing notice for inspections.

**Commissioner E. Garrido:** Attorney Toft, Jeff Cook has put notice that he will be representing them; we will have to serve him?

**Attorney N. Toft:** Yes

**Chairman J. Reyes, Jr.:** Yes, it'll be directly to the office of Cunliff & Cook

**AA T. Tainatongo:** I have a question about the motion; does this motion also include like their activities like their gatherings – weekend gatherings on the raceway between now and then?

**Attorney N. Toft:** They would still be allowed to conduct operations until the date we've told them to vacate by.

**AA T. Tainatongo:** Okay

**Chairman J. Reyes, Jr.:** Yeah, I think Attorney Toft will have that drafted out as well. Okay, Commissioners I know this was you know tough decision to make right given knowing the history, so I appreciate the dialogue and I know a lot of us have had time to think about this, Commissioner Herrera has been very actively in making those visits so I appreciate again your effort, sir and getting us to this point. Now, our next steps we need to decide that and we can take it up in our next meeting; so, I will move on to our next item on the agenda, are we okay with that?

#### **NEW BUSINESS**

##### *Commercial – Guam Memorial Hospital – additional parking request*

**Chairman J. Reyes, Jr.:** Okay, New Business, I'll turn it over to Angie on the Guam Memorial Hospital on their request.

**Acting Admin Director A. Camacho:** Thank you. So, in your packet is a letter from Lillian Posadas who's hospital administrator. They are requesting for use of some property that belongs to CLTC for parking purposes. And in the request, it includes; clearing, limestone, foliage to pave the parking. And they are requesting to approve and they will apply for clearing, grubbing/paving the grounds and paved areas. They'll be responsible for A/E Architect and Engineer Assessment and Design Services. It's something that they're requesting and presented to the board for consideration. I don't think we're asking for any motions or approval at this point because we would like some time to do some discovery on the request and have all that information to present to the board.

**Chairman J. Reyes, Jr.:** So, maybe someone who is better at looking at the maps; so, 5172-1-1 is what they've mentioned, so where.... I don't see it on the map

**Commissioner E. Garrido:** Yeah, the map

Multiple conversations

**Commissioner E. Garrido:** Based on this description it's where the ambulance go up

**Chairman J. Reyes, Jr.:** Okay, around the back

**Commissioner E. Garrido:** You see that one corner there where they usually have a snack wagon and stuff, I think that's the property they're referring to and if you look at the map here... if you look at the map here, it's this part.

**Chairman J. Reyes, Jr.:** Yup

**Commissioner E. Garrido:** It's this part

**Chairman J. Reyes, Jr.:** Got it. Pierce, we have something that was printed or attached to the letter; do you have a view of that, 5172-1-1?

Planner II Pierce Castro: You want the survey map, right?

**Chairman J. Reyes, Jr.:** Yeah, just to kind of see from where the hospital is today and where's the property they're looking at? Commissioners, if you can turn your head to the screen.

Multiple conversations

**Attorney N. Toft:** So, on your color copy, it's everything... so, north of the hospital outside of those white areas there. So, this whole section.

**Chairman J. Reyes, Jr.:** That whole side

**Commissioner E. Garrido:** That was my understanding

**Commissioner D. Herrera:** So, it's not lot 10173

**Attorney N. Toft:** No, it's underneath that. So, everything adjacent to the hospital on that north end all the way out to the coastline where it goes in between that yellow and white there and then extends east just to... let's see, it doesn't quite include the stretch along the Duenas Road there, so, it cuts off right about

Planner II P. Castro: Inaudible

**Acting Admin Director A. Camacho:** So, we'll share with them the maps that we have and then we can sit down with them as specifically what areas

**Attorney N. Toft:** How much of it are they interested in paving

**Chairman J. Reyes, Jr.:** Yeah, so, I think you know really it's added to our agenda just to be aware, there's really nothing that we need to decide because there's still some discovery that needs to be done, how much... what are even our options, can we even... I don't know if you want to lease it or you know we'll have to get all those details squared away and

**Acting Admin Director A. Camacho:** And are they even allowed to authorize, do they need legislation for... we're going down that road again – clearing -grubbing

**Attorney N. Toft:** Back side of the hospital there, that part of the lot is at a much higher elevation

**Acting Admin Director A. Camacho:** Yeah, I know

**Attorney N. Toft:** So, I'm assuming they're requesting to

**Acting Admin Director A. Camacho:** level it

**Attorney N. Toft:** To level it, yeah.

**Acting Admin Director A. Camacho:** Is the board allowed to authorize that kind of activity? To remove the limestone?

**Attorney N. Toft:** It's technically clearing and grading

**Acting Admin Director A. Camacho:** Yeah, that's why I'm asking. Do they need legislation is....

**Attorney N. Toft:** For clearing and grading, I don't think so. For quarrying it's not allowed at all

**Acting Admin Director A. Camacho:** So, this not considered quarrying?

**Chairman J. Reyes, Jr.:** So, here's what we'll do, Commissioners, again, I just wanted to make sure that we're aware that this has come through and I ask Angie if we can take this and just do a little more discovery on what exactly needs to be done. What can – what is allowed, what can we do and then we'll report back in our next meeting in February, okay? I just wanted to bring it up and you guys have this in your documents and kind of take a look at it further. And we'll see what we can gather at our next meeting. Okay, with that said, that's basically the two items in our agenda I know our next meeting we will have more to go through but I want to know just turn it over to Angie for some of the agencies reports, and I'll let her kind of do all the news breaking announcements.

#### **AGENCY REPORT**

**Acting Admin Director A. Camacho:** Okay, so, the first item, CLTC is requesting to meet with DPW Director and Deputy Director in the coming weeks

\*AUDIO SKIP\*

**Acting Admin Director A. Camacho:** to for the design and create of our website. That is progressing; we got notice yesterday, and so, it's coming along. I'm hopeful that the RFP and all of that will be issued soon.

The third item to present to the board, CLTC received notice from Attorney Toft that he will be leaving the Office of the Attorney General, he accepted a position with the Federal Government and his last day will be January 27.

**Commissioner E. Garrido:** Oh, so, you're not going to be here for the party.

All: Laughing

**Acting Admin Director A. Camacho:** And we'll just wait for the AG's Office to send us of who will be presenting CLTC. Then CLTC is still in the process of filling vacancies. We had several qualified people who declined interviews and offers for various reasons. We will continue to work with DOA for those positions. I believe we will have another land agent on staff in the near future so...it's slowly but surely coming along

**Chairman J. Reyes, Jr.:** Yeah, so, just to kind of get Commissioner Garrido to speed. We began the process to hire more land agents; we wanted to \*inaudible\* administrative with compliance, right so we can really beef up the staff as we begin issuing out the new residential leases, going out to the agriculture properties making sure that they're you know, in accordance to their lease and expectations. So, it's been slow, but a lot of that is part of our strategic plan to get our staff developed as well. And then Angie... I'll kind of bridge the last piece.

**Acting Admin Director A. Camacho:** So, we received the ROE for Lot 7146 and this – so we have the actual \*inaudible\*

\*AUDIO SKIP\*

**Commissioner E. Garrido:** I believe they should be issued safety shoes and vests and hard hat at least those three items.

**Chairman J. Reyes, Jr.:** Okay. And they have the safety vest, right?

**Commissioner E. Garrido:** Yes, and identifying CLTC. So that they don't get shot at when they're out there traversing property and inspection

**Chairman J. Reyes, Jr.:** Okay, we can definitely add that to our list

**Commissioner E. Garrido:** They need something. It should not be up to them to provide it for themselves since they're on an official tasking we should provide it for them

**Chairman J. Reyes, Jr.:** Understood. Okay, anything else, sir? Angie, anything else?

**Acting Admin Director A. Camacho:** No, sir

**Chairman J. Reyes, Jr.:** Okay, lastly on the agency's side, we did receive notice that the Governor has appointed a new administrative director for the CHamoru Land Trust. Angie will be relinquished of her role as acting. We definitely thank her for all of the work that she's done but my ask with the transition is that our incoming and she's here with us today, Alice Taijeron, sitting there in the corner. So, she has been appointed by the governor but my ask for this period between now and next meeting is for Angie to work with Alice on transition items for Alice to work with the team, to meet one and one as well as with the team.

\*AUDIO SKIP\*

**Chairman J. Reyes, Jr.:** \*inaudible\*

**Acting Admin Director A. Camacho:** Mr. Chair, thank you, but I did want to also let you know that I've gotten permission from Guam Housing Corporation to assist in the transition so, if Alice calls for any reason or needs anything, I'll be helping.

**Chairman J. Reyes, Jr.:** Okay. Alright and then on our agenda next week, I'm sorry next month will be to officially hire or officially confirm Alice as our director. So, we have this one-month period for her to meet with us individually and of course with the staff. Okay, and then lastly, Attorney Toft, thank you for my past few years with all your help for your support with the staff. I know juggling three agencies wasn't easy but we appreciate everything that you do. So, that'll be on our next meeting.

\*AUDIO SKIP\*

**Commissioner E. Garrido:** I think we

**Acting Admin Director A. Camacho:** Mr. Chairman, I think we need to address it in the order that its come in so whether it be residential or agriculture

**Chairman J. Reyes, Jr.:** Understood, yes, yes...

**Acting Admin Director A. Camacho:** Both

**Commissioner E. Garrido:** And maybe when we go to the development place that we invite your cousin to attend our meeting

**Acting Admin Director A. Camacho:** My cousin?

**Commissioner E. Garrido:** Carlos Camacho

**Acting Admin Director A. Camacho:** So, we need to do an RFP, we have to work with who bids and I think after that point we can get some... he may want to... he may want to bid, I don't know.

**Chairman J. Reyes, Jr.:** But yeah, it's going to go through the bid process we've had some unsolicited interest, so, we know that there's some interest to that, yes.

**Commissioner E. Garrido:** Carlos, has done a lot of these type of development projects. That Ironwood, he's been overseeing all of that.

**Acting Admin Director A. Camacho:** So, the RFP is for developers

**Chairman J. Reyes, Jr.:** Yeah, so we're going to work through that online we did – we did have a meeting scheduled but I was also going to send a note to the director and deputy, you know this is a high priority and we would like to...

**Commissioner E. Garrido:** Yes, because if we put in the infrastructure, we can cut down the residential sizes to quarter acre

**Chairman J. Reyes, Jr.:** Quarter – quarter acres yea

**Acting Admin Director A. Camacho:** Or smaller

**Chairman J. Reyes, Jr.:** Okay, anything else Commissioners?

**Commissioner E. Garrido:** No

**Chairman J. Reyes, Jr.:** Okay, and then lastly on our agenda are Public Comments, there's nobody in the room with us today but is there anybody on the Zoom meeting for public comment?

**AA T. Tainatongo:** None, sir.

**Chairman J. Reyes, Jr.:** Okay, thank you so much everybody for your time. This was a good meeting but also a very hefty one so I appreciate your guys' support. The time is 2:16, may I get a motion for adjournment?

**Commissioner D. Herrera:** I make a motion to adjourn Mr. Chairman.

**Commissioner E. Garrido:** I second

**Chairman J. Reyes, Jr.:** Okay, thank you sir. Any objections?

**Commissioners:** No

**Chairman J. Reyes, Jr.:** The motion passes, 2:16 meeting adjourned.

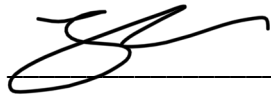
**ADJOURNMENT**

2:16 p.m.

**Transcribed by:** Tina Rose Tainatongo, Administrative Assistant

**Approved by motion in meeting of:** February 16, 2023

**Chairman John F. Reyes, Jr.:**



Date:

2/24/23