Speaker's Office <speaker@guamlegislature.org>

M&C Fwd: Transmittal of CLTC Board mtg pkt - February 20, 2020

1 message

Speaker's Office <speaker@guamlegislature.org> Wed, Feb 26, 2020 at 2:49 PM
To: Clerks Office <clerks@guamlegislature.org>
Cc: Rennae Meno <rennae@guamlegislature.org>
Bcc: Tina Muna Barnes <tinamunabarnes@gmail.com>

02-26-20	2:00 PM	02-20-20	Board meeting packet of February 20, 2020.*	CHamoru Land Trust Commission	35GL-20-1596

35GL-20-1596
Speaker Tina Rose Muña Barnes

FEB 2 6 2020
Time 2:00 ( )AM ( )PM
Received By: Matt

Sinseru yan Minagåhet,

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

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

Guam Congress Building | 163 Chalan Santo Papa | Hagatna, GU 96910
T: (671) 477-2520/1
speaker@guamlegislature.org

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Gumai pribilehu yan konfedensia este siha na mensåhi. Solo espesiåtmente para hágu ma entensioña pat ma aturisa para unrisibi. Sen prubidu kumu ti un ma aturisa para manribisa, na'setbe, pat mandespátcha. Yanggen lachi rinisibu-mu nu este na mensåhi , put fabor ago' guatu gi I numa'huyong gi as speaker@guamlegislature.org yan despues destrosa todu siha I kopian mensåhi. Si Yu'os ma'åse'.

---------- Forwarded message ---------
From: **Teresa Topasna** <teresa.topasna@cltc.guam.gov>
Date: Wed, Feb 26, 2020 at 2:00 PM
Subject: Transmittal of CLTC Board mtg pkt - February 20, 2020
To: <speaker@guamlegislature.org>

Hafa Adai, please find attached the CLTC Board meeting packet of February 20, 2020.

Thank you.

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

CLTC Board mtg pkt - February 20, 2020.pdf
12750K

2020 FEB 26 PM 2:57

1596

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 Phone: 649-5263 Ext. 815 Fax: 649-5383

Lourdes A. Leon Guerrero
Governor

Joshua F. Tenorio
Lieutenant Governor

Commission Members

G. Pika Fejeran
Chairwoman

Amanda L.G. Santos
Commissioner

Austin J. Duenas
Commissioner

Arlene P. Bordallo
Commissioner

Joseph I. Cruz
Commissioner

Jack E. Hattig III
Administrative Director

February 24, 2020

TO: Honorable Lourdes A. Leon Guerrero
Governor of Guam

FR: Jack E. Hattig III
Administrative Director

RE: *CLTC Board meeting of February 20, 2020*

Pursuant to Public Law 31-233, transmitted herewith is the Chamorro Land Trust Commission Board meeting packet of February 20, 2020.

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

JACK E. HATTIG III

cc: Honorable Tina Muna Barnes
Speaker, 35th Guam Legislature

Rev. 11/26/2019

Kumision Inangokkon Tåno' Chamoru
(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 649-5263 Ext. 815 Fax: 649-5383*

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Joseph I. Cruz
Commissioner

Jack E. Hattig, III
Administrative Director

BOARD OF COMMISSIONERS MEETING AGENDA
Department of Land Management Conference Room
3rd Floor, ITC Building, Tamuning, Guam
Thursday, February 20, 2020
Regular Meeting - 1:00PM

Public Notice: The *Guam Daily Post* on February 13, 2020 and February 18, 2020

I.	**CALL TO ORDER**	**1:00PM**
II.	**ROLL CALL**	**1:05PM**
III.	**OLD BUSINESS**	**1:10PM**
	1. Proposed Standard Operating Procedure	
	2. Commercial Leasing	
	a. Global Recycling, Inc. – Proposed License	
	b. Hal's Angels/Guam Rugby Club – Settlement Terms	
	c. Leases expiring in two years	
IV.	**DIRECTOR'S REPORT**	**2:30PM**
	1. UOG Hatchery update	
	2. Transparency Update	
V.	**FINANCIAL REPORT**	**2:45PM**
	1. FY21 Budget	
	2. Recommendations for changes to law for financial solvency	
VI.	**NEW BUSINESS**	**3:00PM**
	1. Agricultural and Residential Leasing	
	a. Constituent Matters (8)	
	2. Proposed Legislation	
	a. Land transfer for conservancy – Sen. S. Perez	
	3. Requests	
	a. GTA Teleguam presentation – New cabling station	
	b. DOAg – land transfer	
VII.	**PUBLIC COMMENT**	**4:00PM**
VIII.	**COMMISSIONERS' COMMENTS**	**4:30PM**
IX.	**ADJOURNMENT**	**4:45PM**

Next Meeting – Thursday, March 19, 2020 at 1:00PM

Rev. 02/4/2019

BASKETBALL continued from page 32

under mandatory quarantine.

Channel News Asia, a media organization based in Singapore, reported Feb. 4 that an infected 80-year-old man boarded the ship in Yokohama, Japan, Jan. 20 and disembarked in Hong Kong Jan. 25.

China, Hong Kong, Macau restrictions

As the fear of the virus and the virus itself spread, two of the cruise industry's largest companies are taking action.

Initially, Royal Caribbean International issued a travel ban for all passport holders from China, Macau and Hong Kong.

On Tuesday, RCI lessened restrictions but maintains a strict quarantine.

"Our 15-day restriction on all individuals who have traveled from, to or through mainland China, Hong Kong, and Macau remains in effect, and so do restrictions on individuals who have been in close contact with persons who have traveled from, through or to China, Hong Kong and Macau in the past 15 days," RCI stated on its website. ... "We encourage holders of China, Hong Kong and Macau passports to be aware of the potential for a disrupted vacation, and to contact us with any questions."

Norwegian Cruise Lines, which operates throughout Asia and the world, remains steadfast with potential customers from China, Hong Kong and Macau.

"Any guest that holds a Chinese, Hong Kong or Macau passport will be unable to board any of our ships, regardless of residency," NCL stated on its website. ...

"Guests who have traveled from, visited or transited via airports in China, including Hong Kong and Macau, within 30 days of their voyage embarkation, regardless of nationality, will not be allowed to board any of our vessels.

"The standard incubation period recognized by the WHO and U.S. CDC for this virus is 14 days."

Guam follows guidelines

The A.B. Won Pat Guam International Airport Authority is following federal travel guidelines. This means travelers from Hong Kong are allowed entry into Guam unless they show symptoms that will trigger an assessment by Guam public health officials and a 14-day quarantine if necessary.

Guam doesn't have direct flights from Hong Kong and no charter flights were scheduled as of Wednesday. The outright travel ban for travelers from China into the United States applies to foreigners who have been to China within 14 days prior to their travel. U.S. citizens and permanent residents are required to adhere to a 14-day quarantine in one of 14 designated U.S. points of entry if they've traveled from China two weeks prior to their trip, according to federal travel guidelines.

"We- follow U.S. DOT regulation," said Rolenda Lujan Faasuamalie, marketing administrator for the Guam Airport Authority. "If they've been in mainland China in (the) past 14 days and foreign national, they will not be able to be transported to any U.S. port."

If passengers exhibit symptoms, airlines have been instructed to alert Guam Customs and Quarantine, who alert the Guam Department of Public Health and Social Services for screening, she said.

Guam has no reported cases of the novel coronavirus.

Guam is ready to ball

With safeguards in place, the Guam vs. Hong Kong game will go on as scheduled.

"I understand the concerns surrounding this game, but everyone flying in with the Hong Kong national team have to meet strict requirements and testing before coming to Guam," Stinnett said. "I would think Hong Kong is also doing everything necessary to ensure that their citizens and country are safe from traveling and having a chance of anything happening to them, as well. So, they won't be traveling if they felt they were at risk."

EJ Calvo, the head coach of Guam's national basketball team, also doesn't feel the Hong Kong team and their traveling companions pose a health risk.

"There is as much risk from Japanese and Korean tourists, where there are cases of the virus," Calvo said. "Hong Kong is not mainland China, and there is a ban on anyone who has visited mainland China."

"Tourists from Asia arrive daily by the hundreds. We're talking about 12 athletes and four coaches that are professional ... and focused on their performance and health."



ACCESS DENIED: *The MS Westerdam, part of the Holland America Line fleet, is shown at sea in this undated file photo. The Westerdam, with 800 passengers who embarked in Hong Kong Feb. 1, was denied entry to Guam's port. Amid the global novel coronavirus scare, the ship remains unable to pull into port. Photo courtesy of Holland America Line*

CHamoru Land Trust Commission
(Kumision Inangokkon Tano' CHamoru)

CHamoru Land Trust Commission Board Meeting
Thursday, February 20, 2020, 1:00 p.m.,
Department of Land Management Conference Room, 3rd Floor, ITC Building,
590 S. Marine Corps Drive, Tamuning.
Public Comment is scheduled for 4:30 p.m.

The agenda may be viewed at http://dlm.guam.gov/announcements-2

In compliance with ADA requirements, individuals requiring special accommodations, auxiliary aids or services, may call 649-5263 Ext. 815.
This ad is paid by CLTC funds.

PUBLICATION NOTICE

In accordance with the provisions of Guam Code Annotated, Title XI, Chapter III, Section 3315, notice is hereby given that:

DILIPY, TERRY P.
dba: T-ALL FRIENDS-B LOUNGE

has applied for a Class: **Four (4) General-On-Sale Alcoholic Beverage License** said premises being marked as Lot: 10111-5NEW-R1 Units 218/219 Dededo Center 1051 Rt. 1 Wusstig Rd., Dededo.

JUDICIAL COUNCIL OF GUAM

Suite 300 Guam Judicial Center
120 West O'Brien Drive
Hagåtña, Guam 96910-5174
Tel: (671) 475-3589 Fax: (671) 475-3337
www.guamcourts.org

NOTICE OF PUBLIC MEETING

The **Judicial Council of Guam** will conduct its monthly meeting on **Thursday, February 20, 2020, in the Justice Monessa G. Lujan Appellate Courtroom located on the 3rd Floor of the Guam Judicial Center, 120 West O'Brien Drive in Hagåtña at 12:00 p.m.** The agenda will be made available prior to the meeting.

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

/s/ CHIEF JUSTICE F. PHILIP CARBULLIDO
Chairman



CURRENCY EXCHANGE RATES
On Feb. 17, $1 was worth:

Keep posted and get more data and details online. Log on to see real time market data with our stock market tool at postguam.com/stock_market.

50.572 PHP₱	109.86 JPY¥	1,183.90 KRW₩	30.028 TWD NT$	6.9790 CNY¥	1.4864 AUD A$	0.9225 EUR €

Governor on suggested minimum wage hike delay: Not at this time

By John O'Connor
john@postguam.com

Gov. Lou Leon Guerrero isn't keen on delaying the implementation of Guam's minimum wage increase at this time, according to the governor's office.

And even if the governor wanted to freeze the implementation of the wage increase, she alone doesn't have that authority, said the governor's Policy Director Carlo Branch on Monday.

Any effort to freeze the law that mandates the minimum wage increase to take effect March 1 would be a function of the Guam Legislature, Branch said. The governor can draft legislation, he acknowledged.

Ultimately it's up to the Legislature, he said.

The Guam Chamber of Commerce is seeking a delay – by a few months – in the implementation of Guam's minimum wage increase in light of the rising number of tourist cancellations as a result of the new coronavirus fears.



OUTBOUND: *Departing travelers are seen at the A.B. Won Pat International Airport Sunday in Tiyan. The governor office isn't keen on freezing the minimum wage increase at this time. The Guam Chamber of Commerce asked for a delay in light of rising tourist cancellations.*
David Castro/The Guam Daily Post

The Chamber is requesting to delay this year's increase to Sept. 1 to allow businesses time to absorb the reduced revenue.

The Guam Visitors Bureau reported total tourist cancellations had reached 14,069 as of Friday.

The governor's office still needs to see more established data showing the cancellations aren't offset by the increased visitor arrivals prior to the global travel fears over the coronavirus.

The law cannot be trumped by executive order, according to Branch.

The first phase of Guam's minimum wage increase is set to take effect on March 1, from $8.25 to $8.75 per hour.

Chamber Chairwoman Christine Baleto stated in her letter to the government of Guam last week that "the impact of this current crisis could translate to a reduction in 33% in income for employees, directly and indirectly, involved in the tourism industry. The detrimental effect on our economy and community would be significant."

About 3,500 workers on Guam are expected to benefit from the wage increase. The law, enacted in October 2019 and passed unanimously, would eventually increase the minimum wage to $9.25 by March 1, 2021.

The Chamber stated it isn't asking to delay the 2021 increase.

GBCC

NOTICE OF GOVERNMENT MEETING

The Guam Building Code Council regular board meeting will be held on **Tuesday, February 25, 2020 at 4:30 p.m.** at the Contractors License Board conference room, located at 542 North Marine Corps Drive in Upper Tumon.
For any special accommodations, please contact 649-2211/9676.

This is paid for by the Guam Building Code Council.

CHamoru Land Trust Commission
(Kumision Inangokkan Tanu' CHamoru)

CHamoru Land Trust Commission Board Meeting
Thursday, February 20, 2020, 1:00 p.m.,
Department of Land Management Conference Room, 3rd Floor, ITC Building,
590 S. Marine Corps Drive, Tamuning.
Public Comment is scheduled for 4:30 p.m.

The agenda may be viewed at http://dlm.guam.gov/announcements-2

In compliance with ADA requirements, individuals requiring special accommodations, auxiliary aids or services, may call 649-5263 Ext. 815.
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HAFA ADAI BINGO

BUDGET BINGO $10!!!

AT THE GUAM GREYHOUND PARK
TUESDAY, FEBRUARY 18, 2020
DOORS OPEN AT 4:00PM, SESSION STARTS AT 7:30PM | TEL. NUMBER: 969-3673
ALL MAJOR CREDIT CARDS ACCEPTED

HAFA ADAI BONANZA
$7,000 GIVEAWAY
EARLY BIRD $500 | HALFTIME $500

BUNDLES
- BUNDLE A (50 PKGS. + 1 SPC. EA.) $10
- BUNDLE B (70 PKGS. + 4 SPC. EA.) $20
- BUNDLE C (100 PKGS. + 5 SPC. EA.) $30
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MANAGEMENT RESERVES THE RIGHT TO ALTER OR CANCEL ANY EVENT OR PROGRAM WITHOUT PRIOR NOTICE

JUNIOR BLACKOUT GIVEAWAY!!! $4,000 GIVEAWAY
INDIAN STAR $5,000 IN 27 OR LESS | $1,000 Consolation
LETTER X GIVEAWAY!!! $3,000 GIVEAWAY
7 PACKAGE GAMES $2,500 WOWWOWWEE

SPECIAL PACKAGE (BUY 2 SAME SPECIAL PKG, GET ONE FREE PROMO) ALL IN
GOLD PKG (100PKG +20 FREE) $45
8 JR. BLKOUT, 8 LETTER X, 8 IND. STAR
2 SHEET OF E.B., 2 SET HALFTIME WRMUP, 1 BONANZA, HOTBALL A & B
DIAMOND PKG (110PKG +20 FREE) $50
10 JR. BLKOUT, 10 LETTER X, 10 IND. STAR
2 SHEET OF E.B., 2 SET HALFTIME WRMUP, 17 BONANZA, HOTBALL A & B

LETTER X	$3
JR. BLACKOUT	$3
INDIAN STAR	$3
BONANZA	$4
EARLY BIRD	$2
HALFTIME	$2

LOG No. 35GL-20-1596.*

CIVIL SERVICE COMMISSION
Notice of Meeting
Kumision I Setbision Sibil

At 5:45 p.m., Thursday, February 20, 2020, Bell Tower, 710 W. Marine Corps Dr., Hagåtña, Guam. For special accommodations, call Eric Miller/ADA Coordinator at 647-1855. Calendar at csc.guam.gov. /s/ Daniel D. Leon Guerrero, Executive Director

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CHAMORU LAND TRUST COMMISSION

AGENCY
STANDARD OPERATING PROCEDURE

The process from application to administration of an Agricultural or Residential Lease Agreement

SOP Number: 2020-001
Approval Date: 20 Feb 2020
Effective Date: 1 March 2020

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OVERVIEW

The governing authorities for this Standard Operating Procedure are: 1) P.L. 12-226, 2) P.L. 23-38, and 3) Chapter 75 of the Guam Code Annotated. The primary responsibilities of The CHamoru Land Trust Commission is to serve its eligible applicants and to manage its extensive land inventory.

By introducing equitable and systematic due-process for CHamoru Land Trust applicants, the following Operational Procedures are meant to define the standards with which due process is to be strictly observed by the staff and management of the CHamoru Land Trust Commission. (P.L. 23-38 Sec. 1.2)

These Standard Operating Procedures are adopted to standardize and set forth the instructional resource that outlines the procedures with respect to eligibility, application, award, and administration of a CHamoru Land Trust Residential or Agricultural Lease.

MANAGEMENT

The CHamoru Land Trust Commission has five members appointed by the Governor of Guam and confirmed by the Guam Legislature for a three-year term. (21 GCA, Ch. 75, §75102a)
The CHamoru Land Trust Commission Agency has an Administrative Director who is appointed by the Governor of Guam and confirmed by the CHamoru Land Trust Commission. (21 GCA, Ch. 75, §75102b)

The CHamoru Land Trust Commission Agency has three divisions: Administrative Services, Land Administration, and Survey.

The Administrative Services Division comprises three sections: Finance, Human Resources, and Procurement, Records Management, and Commercial Leasing.

The Land Administration Division comprises three sections: Agricultural, Residential, and Compliance.
The Survey Division is embedded in the Department of Land Management's Survey Division because CLTC Engineer Technicians must be supervised by a Licensed Professional Surveyor.

PART ONE: APPLICATION

1.1 Application Form, Required Information, and Notary Requirements (P.L. 23-38 Secs. 2.2, 2.3, 2.4)

A. Application forms may be obtained:

1. Online at the CLTC website: http://dlm.guam.gov/chamorro-land-trust-commission/
2. In person by visiting the CLTC office: ***ITC Building, Suite 222, 590 South Marine Corps Drive Tamuning, Guam 96931***

B. Required Information for submittal

1. An applicant must select the type of application; residential and/or agricultural;
2. An applicant may apply for both types of applications;
3. An applicant must provide, an original for review and one copy for submission, the following information:
   a. Driver's License or U.S. Passport
   b. Birth certificate, Official certification of birth, or Legal notice of name change
   c. Marriage Certificate (if applicable).
   d. Home and Mailing Addresses
   e. Home, Work, and Cell phone numbers
   f. Evidence of home ownership (if applicable).

C. Review Checklist

1. A Land Agent will complete the CLTC Application Review Checklist to ensure all documents have been received before further processing.

D. Notary Requirements (P.L. 23-38 Sec 5.1)

1. Upon completion of the *review checklist*, the following is mandated and observed:
   a. The applicant must sign in accordance with notary requirements.
   b. Falsification of a material fact for the purpose of making the applicant qualified on an application shall be grounds for removal of the applicant's name from the waiting list or cancellation of any lease awarded to the applicant.
   c. The applicant may also be subject to liability for perjury.

NOTES:

(1) Payment of application fee should occur when the application is officially submitted.
(2) Definitions: Acceptance of Application refers to accepting the application form only while Official Submission of Application refers to submission of application form and qualification documents.
(3) Time Stamp and Placement of Numerical Designation will occur upon official submission of application and payment of application fee.

1.2 *Official* Submission of Application (P.L. 23-38 Sec. 5.3a)

A. Upon completion of all necessary notary requirements, the application form will be

"***Time Stamped"***, dated, and *received* by a Land Agent.

B. Incomplete applications will NOT be accepted.

C. Additions, deletions, or corrections may only be made with the approval of the applicant and the Administrative Director.

D. An employee having any familial relation to an applicant within the third degree of consanguinity, shall declare such relation immediately on a declaration form and shall be barred from any and all forms of processing for said applicant due to conflict of interest.

1.3 Payment of Application Fee

A. An applicant shall pay a one-time, non-refundable processing fee of fifty dollars ($50) within thirty (30) days of official submission of application.

B. An applicant who fails to pay the processing fee within the specified period must re-apply as a new applicant.

C. An applicant must make payment of the processing fee at the Treasurer of Guam and provide the Agency with a copy of the receipt of payment.

D. In the best interest of the applicant, the Administrative Director may defer payment of the processing fee until after the determination of qualification.

1.4 Placement of Numerical Designation (date and time) (P.L. 23-38 Sec. 5.6)

A. "***Numerical designation"*** shall be assigned by the *Land Agent* when application has been given a ***Time Stamp*** of official submission.

1. Submission of a completed application form;
2. Notification of qualification via letter from the Administrative Director; and
3. Full payment of the application processing fee.

B. The application and all qualifying documents shall be ***time stamped*** and filed in the order of receipt and a case file for the applicant shall be created.

PART TWO: QUALIFICATION AND PROCESSING

2.1 Qualifying Documentation (P.L. 23-38 Sec. 5.2)

A. The Agency will accept Certificates of Live Birth (birth certificates) or Certifications of Birth (certification cards) because they are both official government documents. Certificates of Live Birth are preferred because they contain genealogical information which aid the qualifications process.

B. If a birth certification document is not on file with the Agency, the applicant must obtain a **"no-record certification"** which informs the Agency that the Guam Office of Vital Statistics does not have official birth certification records.

C. If an applicant's present legal name differs from the name listed on his or her certification of birth document, he or she must also submit a marriage certificate, divorce decree, or other legal name change decree to account for the change.

D. An applicant may submit certification of birth documents for the following descendants for qualification purposes:

1. Natural born father or mother;
2. Natural born grandfather or grandmother;

3. Natural born great-grandfather or great-grandmother.

2.2 Determination of Qualification (P.L. 23-38 Sec. 5.3b)

A. Within thirty (30) days of submission and determination based on documents provided, the applicant will be notified of qualification through a letter from the Administrative Director.

B. An applicant who disagree with any action taken shall have thirty (30) days from receipt of written notice of such actions in which to petition the Commission for appearance before the next regular meeting of the Commission concerning the action taken on the application, at which time the Commission shall make an independent decision on the matter.

NOTES:

(1) Qualification shall occur after the Time Stamp and Numerical Designation is given.

2.3 Island-wide waiting lists and Priority list for residential applicants

A. The applicant will be added to the respective island-wide agricultural or residential waiting lists within the Agency database.

B. Residential applicants shall be issued the following priority which shall be factored into the determination of numerical designation: (P.L. 23-38 Sec. 5.7, Sec. 6.2))

1. Priority One (1) – Landless

2. Priority Two (2) – One (1) acre or less owned

3. Priority Three (3) – More than one (1) acre owned

~~C. An applicant will be contacted by the Agency when his or her numerical designation has been determined to be ready for lease issuance.~~

2.4 Information Updates, Changes, Beneficiary Designation, and Power-of-Attorney

A. An applicant will be asked to update all contact information whenever he or she visits the Agency office.

B. An applicant must notify the Agency, in writing, of any change in address or other information contained in the application within fifteen (15) calendar days of the change(s). (P.L. 23-38 Sec. 5.10)

C. An applicant may request to change their application type.

D. An applicant must make a beneficiary designation at the time of application to protect their interest. The applicant may change his or her beneficiary designation by providing the required documentation.

E. In the case of the death of an applicant, surviving relatives, in the following order, may request to be named as beneficiary to the application rights subject to the approval of the Commission: (P.L. 23-38 Sec. 5.8)

1. qualified legal spouse;
2. natural born children, then qualified stepchildren or reared children;
3. natural born parent, then natural born grandparent, then qualified step-parent;
4. natural born siblings, then qualified step-siblings;
5. natural born relatives outside the first degree of consanguinity, then qualified

relatives via marriage.

F. If, after one calendar year of death of an applicant, a beneficiary has not been named, the application shall be permanently cancelled and the applicant's name shall be removed from the respective island-wide waiting list with the approval of the Commission. (P.L. 23-38 Sec. 5.8)

G. An applicant may designate another representative via Power-of-Attorney to protect their interest and speak on his or her behalf by providing the required documentation.

PART THREE: LOT AWARD

NOTES:

(1) Management of the Waiting Lists – When an applicant has been given a Time Stamp and Numerical Designation his or her name is added to the respective Island wide Residential or Agricultural Waiting List that is located on the Agency master database. The Time Stamp and Numerical Designation is also updated on the Agency master database. The Waiting Lists have restricted access and are managed by a Land Agent Supervisor or designee only to ensure integrity.

(2) Determination of Numerical Designation – A Land Agent Supervisor will determine the next numerical designation by reviewing the master database to select the next applicant according to the Time Stamp in the order in which the application was received and provides the information to the Land Administration Division for processing.

(3) Refer back to P.L. 23-38 Contract for award priority sections 6.1 and 6.2 and identification of available property

(4) Award should be based on available property instead of applicant request

(5) Suggestion: Quarterly announcement of available properties

(6) Suggestion: Look at approved subdivision master plans for existing tracts

3.1 Notice of Numerical Designation (date and time) (P.L. 23-38 Sec. 6.4)

A. When an applicant's numerical designation has been determined to be ready for lease issuance, the applicant shall be selected to begin the lot *award* process.

B. The Agency shall utilize the current contact information in an applicant's case file to inform the applicant of *selection*. Notification may be made via email, telephone, written memorandum, or *certified mail*.

C. In the interest of other applicants on the island-wide waiting lists, the selected applicant shall be given thirty (30) calendar days to respond to the notification after which further processing shall be based on the availability of the applicant.

D. Several applicants who follow one another on the island-wide waiting lists may be selected as part of a group or cohort to begin the issuance process together.

E. At the discretion of the Administrative Director, an applicant in a group or cohort may be processed individually when he or she has met all requirements and submitted all documentation so as not to impede his or her progress in the lease issuance process.

F. Persons who presently reside and have continuously resided on CHamoru homelands prior to 12 July 1995 and who qualify under the CHamoru Land Trust Act, shall NOT be evicted from said property.

3.2 Lot Declination and Acceptance

A. Lot awards shall be based on the availability of properties within the Trust inventory and not necessarily based on applicant request.

B. An applicant who responds to the notification of numerical designation shall meet with a Land Agent to determine ~~three (3) prospective properties for inspection and to select the best lot for acceptance.~~ a prospective property within the Trust inventory for lot award.

C. Once ~~the three (3)~~ a prospective property has been determined; the applicant may decline up to two (2) ~~of those~~ prospective properties. Upon a third declination the applicant shall be placed at the end of the respective island-wide waiting list. All declinations must be signed by the applicant and notarized.

D. When the applicant has determined ~~which of~~ the ~~three (3)~~ prospective property to ~~select and~~ accept, such acceptance must be signed by the applicant and notarized.

E. A Land Agent will utilize the most recently updated Land Inventory (GIS/LIS) and any current Master Plan(s) available in the lot ~~reservation~~ award process.

F. Land Agents will communicate with one another on the status of potential lots to be reserved and must consider the following factors:

1. All Agricultural and Residential Parcels (Tract, Lot, Block, etc.)
2. All Agricultural and Residential Subdivisions
3. All unregistered properties (unleasable)

G. A Land Agent shall thoroughly research and disclose to the applicant the presence or lack thereof utilities, infrastructure, and access to the prospective property.

H. A Land Agent shall keep proper information on the legal technical lot description, land area size, and Parcel Identification (PID) number for each prospective property.

3.3 Notice of Intent to Award

A. Upon acceptance of a prospective ~~lot~~ property, the Administrative Director shall issue a Notice of Intent to Award (NOIA) letter to the applicant explaining the next steps in the lot ~~reservation~~ award process.

B. The NOIA will also inform the applicant of the following processes:

1. Survey Authorization
2. Utilities Authorization
3. Clearing and Grading Authorization
4. Building permit Authorization

3.4 Survey Authorization (21 GCA, Ch. 75, §75124)

A. The Administrative Director shall issue a Survey Authorization letter together with the NOIA explaining the survey process to the applicant.

B. The applicant shall have no more than two (2) 90-day survey authorizations issued to him or her after a NOIA has been given. A list of all practicing licensed professional surveyors shall be provided to the applicant.

C. Upon expiration of a Survey Authorization letter, an applicant may request issuance of another from the Agency. Additional survey authorizations may be issued at the discretion of the Administrative Director.

D. An applicant who fails to ~~conduct a survey contract on~~ produce a survey map for the prospective property shall forfeit the lot ~~reservation~~ award and shall be placed at the end of the respective island-wide waiting list. Should the applicant be ready to resume the lot award process he or she must contact the agency.

E. An applicant may communicate with the agency Survey Division for requirements for the processing of a survey map and status updates once proposed maps have been submitted for Agency and Department of Land Management review and approval.

F. An applicant who conducts a survey of a reserved property shall be granted a seven (7) year abatement of property taxes as a direct result.

G. An applicant may request government services for survey however if the survey is conducted by the government, the applicant will become immediately liable for all property taxes upon consummation of the lease agreement.

H. Requests for government services for survey must be approved by the Commission.

PART FOUR: LEASE ISSUANCE

4.1 Commission Approval

A. Once a completed survey map has been recorded and submitted to the Agency, a Land Agent shall recommend and an applicant may request for lease authorization from the Commission.

B. A Land Agent will complete a staff report on the request and once approved by the Administrative Director; it will be placed ~~it~~ on the agenda for the next available regular meeting of the Commission for consideration. In the case of a group or cohort, a Land Agent will prepare staff reports for all applicants and once approved by the Administrative Director; they will be placed ~~them~~ on the agenda for consideration. (21 GCA, Ch. 75, §75107, 75108)

4.2 Beneficiary Designation

A. Prior to the consummation of any lease agreement, the applicant must make a beneficiary designation to protect his or her interest by submitting the required documentation. (21 GCA, Ch. 75, §75109)

4.3 Final Issuance

A. Once Commission approval has been granted, the Administrative Director shall be authorized to issue a lease agreement document to the applicant and conduct a lease signing to consummate the lease issuance process. In the case of a group or cohort, the Agency may hold a joint lease signing event to consummate groups of lessees.

B. Upon consummation of the lease agreement, the lessee must immediately proceed to have it recorded with the Department of Land Management Records Division and submit a copy to the Agency to be included in the lessee's case file.

4.4 Utility/Clearing and Grading Authorizations

A. A ratified lessee may request Utility Authorization or Clearing and Grading Authorization at any time.

B. The Administrative Director is authorized to issue Utility Authorization letters and

Clearing and Grading Authorization letters to ratified lessees.

PART FIVE: LEASE ADMINISTRATION

5.1 Beneficiary Designation and Power-of-Attorney

A. A lessee may change his or her beneficiary designation by providing the required documentation.

B. A lessee may designate another representative via Power-of-Attorney to protect their interest and speak on his or her behalf by providing the required documentation.

5.2 Legal Transfer of Lease

A. A lessee must be a leaseholder for at least seven (7) years before he or she may transfer the lease to another qualified individual under the Act.

B. A legal transfer of lease shall be for the remainder of the term of the original lease.

C. After the leasehold requirement has been fulfilled, a lessee may request for legal transfer of lease which must be approved by the Commission.

D. If an emergency exists prior to the leasehold period requirement, a lessee may request from the Commission, a legal transfer of lease subject to the emergency.

E. The following must be satisfied before any legal transfer of lease may be granted:

1. All lease payments must be paid up until the date of transfer;
2. All property taxes must be paid up until the date of transfer;
3. A survey must have been conducted and a recorded survey map submitted;
4. In the case of an active loan guarantee, the transferee must make notarized acceptance of any such indebtedness;
5. If the case of any encumbrances, such as unpaid utility bills or liens, on the property described in the lease, the transferee shall make notarized acceptance of any such encumbrances;

5.3 Beneficiary Transfer of Lease

A. In the case of the death of a lessee, a beneficiary must request within one hundred and eighty (180) days, to transfer the lease to his or her name which is subject to the approval of the Administrative Director.

B. In the case of the death of a lessee after the one hundred and eighty (180) period, surviving relatives, in the following order, may request to be named as beneficiary to the application rights and to succeed the lease, subject to the approval of the Commission:

1. qualified legal spouse;
2. natural born children, then qualified stepchildren or reared children;
3. natural born parent, then natural born grandparent, then qualified step-parent;
4. natural born siblings, then qualified step-siblings;
5. natural born relatives outside the first degree of consanguinity, then qualified relatives via marriage

C. In the case of a request for transfer from a lessee to a beneficiary after the leasehold requirement has been fulfilled, the lessee may request for legal transfer of lease with the Agency which must be approved by the Commission.

D. If, after one calendar year of death of a lessee and a beneficiary has not been named,

the lease shall be permanently declared null and void with the approval of the Commission.

5.4 Additional Considerations

A. The Commission may require approval and/or submission of the following:

1. A farm plan for an agricultural lease;
2. A home construction plan for a residential lease;
3. All other necessary documentation that shall be required.

B. A lessee may bring to the Commission, requests for consideration including, but not limited to, the following:

1. relocation;
2. acreage increase or decrease;
3. permission to engage in other activities; or
4. activities on the property other than those allowed in the lease agreement.

PART SIX: LEASE COMPLIANCE

6.1 Agricultural Lease (P.L. 23-38 Sec. 5.5, Sec. 6.5)

A. The lessee shall occupy and commence to use the lot to cultivate as his or her farm, within one (1) year after the lease is consummated.

B. Within the first ninety (90) days of consummation of the lease agreement, the Agency shall conduct a compliance site inspection of the property.

C. The Agency may conduct compliance site inspections at a minimum annually thereafter or at the request of the lessee.

D. The Agency reserves the right to conduct unannounced site inspections at any time.

6.2 Residential Lease (P.L. 23-38 Sec. 5.4, Sec. 6.1, Sec. 6.3)

A. The lessee shall occupy and commence to use the lot as his or her home, within one (1) year after the lease is consummated.

B. The following are set forth in issuing residential leases:

1) Lot size for a residential lot lease to be awarded shall not be less than ten thousand (10,000) square feet with public sewer connection available;

2) nor less than one-half (½) acre with no public sewer connection available;

3) in neither case shall be more than one (1) acre; or lot size for residential lot lease shall be specified by zoning, subdivision, environmental, or administrative policies; and

4) In no circumstance may the area exceed one (1) acre.

C. In determining if a lessee may be authorized to commence construction or occupy an existing residence, any of the following shall be sufficient proof to find compliance:

1. Approved loan or financing for the construction of a residence, or a conditional letter of intent or the equivalent;

2. Contract between the applicant and a construction company for the construction of a residential dwelling;

3. Equivalent evidence of the applicant's intent and ability to construct a residential dwelling; or

4. Equivalent evidence of the applicant intent and ability to fulfill pre-existing requirements entered into between other parties with respect to the residential dwelling the applicant wishes to occupy.

D. Within the first one hundred and eighty (180) days of consummation of the lease agreement, the Agency shall conduct a compliance site inspection of the property.

E. The Agency may conduct compliance site inspections at a minimum annually thereafter or at the request of the lessee.

F. The Agency reserves the right to conduct unannounced site inspections at any time.

6.3 Determination of Non-Compliance

A. Non-compliance may be determined by observance of possible violation(s) during annual, routine, or unannounced site inspection by the Agency.

B. The lessee will be verbally notified during the site visit of possible violation(s). The lessee will also be notified to begin corrective measures to ensure possible violation(s) does not occur in future site inspections.

C. The results of said site inspection shall be forwarded to the Agency's Compliance Section for verification. The Compliance Section will conduct an independent site inspection to verify any initial findings.

6.4 Non-Compliance Process

A. If any violation(s) has been verified by the Compliance Section during its initial inspection, a Warning Notice of Violation letter shall be sent to the lessee identifying the specific violations(s), possible corrective measures the lessee may take immediately, and a ninety (90) day period in which to begin corrective measures at which time a second site inspection shall be conducted by the Compliance Section.

B. If the lessee has begun or has yet to begin corrective measures at the end of the first ninety (90) day period, a second Warning Notice of Violation letter shall be sent to the lessee listing any corrective measures taken and any not taken at the second site inspection, a reminder to continue or to begin corrective measures immediately until complete, and a second ninety (90) day period at which time a third site inspection shall be conducted by the Compliance Section.

C. If the lessee has not completed or has yet to begin corrective measures at the end of the second ninety (90) day period, a third Warning Notice of Violation letter shall be sent to the lessee listing any corrective measures taken and any not taken at the third site inspection, a reminder to complete or to begin and complete the corrective measures immediately, and a third ninety (90) day period at which time a fourth and final site inspection shall be conducted by the Compliance Section.

D. If, after two hundred and seventy (270) days in violation and the fourth and final site inspection, the lessee has failed to complete all corrective measures a notice to appear before the Commission for continued violation of lease agreement shall be issued to the lessee. At this meeting the Agency will present evidence of violation and recommend punitive penalties including the possibility of involuntary termination.

PART SEVEN: PENALTIES AND TERMINATION

7.1 Punitive Penalties

A. The Agency, with the approval of the Commission, shall be authorized to impose a fine of fifty dollars ($50) to the lessee per month while continually in violation.

B. The lessee shall be required to attend training with the University of Guam Cooperative Extension program at their expense as a result of violation.

C. In the case of agricultural leases with more than one-half acre, a recommendation for acreage reduction shall be made by the Agency subject to the approval of the Commission.

D. The lessee may be recommended for involuntary termination depending on the severity and length of violation(s).

7.2 Voluntary Termination

A. At any time during the lease agreement, the lessee may elect to voluntarily terminate his or her lease. Such request must be made by notarized affidavit to the Agency and approved by the Commission.

B. All documentation for such request must be submitted by the lessee without the aid of the Commission, the Agency, or any representative to ensure that the decision to terminate lay solely with the lessee.

C. In addition to, and after documentation produced by the lessee has been submitted, the Agency shall require its own notarized acknowledgement of request for termination and waiver of the Administrative Adjudication appeals process to be included as part of the termination process.

D. The Administrative Director shall issue a Notice of Termination letter to the lessee after all documentation is verified, signed, and submitted. A copy of said letter shall be sent immediately to the Department of Revenue and Taxation as well as the Department of Land Management Records Division.

7.3 Involuntary Termination (21 GCA, Ch. 75, §75110)

A. In the case of severe and gross negligence on the part of the lessee, the Agency may recommend, subject to the approval of the Commission, involuntary termination of a lease agreement.

B. The Agency shall prepare the evidence of violation and present before the Commission its recommendations for consideration.

C. The Agency will be authorized to carry out the decision of the Commission within a ninety (90) day period from approval.

7.4 Administrative Adjudication Process (P.L. 23-38 Sec. 1a)

A. The lessee shall be afforded the opportunity of appeal through the Administrative Adjudication Law process.

B. This process shall be governed by 5 GCA Chapter 9 Article 2.

GOVERNMENT OF GUAM – Department of Land Management
Office of the Recorder

File for Record is Instrument Number _____

On the Year 20_____ Month _____ Day _____ Time _____

Recording Fee _____ Receipt No. _____

Deputy Recorder _____

(Space above for Recorder use only)

LICENSE AGREEMENT

THIS AGREEMENT, made by and between the **CHAMORRO LAND TRUST COMMISSION,** the "LICENSOR" and **GLOBAL RECYCLING CENTER, INC.,** the "LICENSEE", A corporation in Guam, whose address is: P.O. Box 11792, Tamuning, Guam 96931.

WITNESSETH:

WHEREAS, the LICENSOR, in accordance with the provisions of Title 21, Guam Code Annotated, section 75107(c)(1), is authorized to license Lot No. 10122-15, Municipality of Dededo, containing an area of 52,925± square meters to the LICENSEE as an improvement for a public purpose.

WHEREAS, the LICENSEE, in consideration of _____ ($) United States currency per month payable to the LICENSOR for a total of five (5) years with an option to renew for another five (5) years for the real property described as follows:

PARCEL DESCRIPTION

Lot No. 10122-15, Municipality of Dededo, containing an area of 52,925± square meters, as shown on Map Dwg. No. _____, L.M. Check No. ___FY__, prepared by _____, RLS No. __, dated _____, ____, Certificate of Title No. _____. "Water and power (electricity) are immediately available on the property or within 100 feet of the property."

NOW THERFORE, in consideration of the terms, covenants and conditions set forth in this License, the parties agree as follows:

1. The license shall be for a term of Five (5) years beginning upon the date of the Governor's approval and ending Five (5) years thereafter. At the beginning of the last year of the License, LICENSOR and LICENSEE may negotiate a renewal of this license for another Five (5) years: provided that LICENSEE gives notice by registered mail to LICENSOR of LICENSEE'S desire to enter into a new license.

2. LICENSEE shall pay without abatement, deduction or offset the following: On or before the 1st of each month all monthly rental payments of $_____ payable to Treasurer of Guam. LICENSEE shall make all such payments directly to the charging authority at least five (5) days before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their nonpayment. Rate shall be 10% annually of the Fair Market Value determined by the average of two appraisals paid for by the LICENSEE. Rent escalation shall occur after the first five (5) year period and every five (5) years thereafter at a rate of five (5) percent.

3. LICENSEE shall assist with the cleanup of CLTC properties identified by the commission. All expenditures that should arise from the cleanup shall be borne by the LICENSEE, except for expenditures that are related to work and tasks outside of their current business activity.

4. LICENSEE shall assist will community cleanup by accepting a certain amount of metallic waste and other acceptable waste quarterly from village mayors.

5. LICENSEE shall have the sole responsibility of paying all real and personal property taxes, general and special assessment, and other charges of every description levied on or assessed against the premises, improvements, the licensehold estate, or any sublicense hold estate, to the full extent of any installments falling due during the term of the license.
   If, however the expressly permits the payment of any or all the above items in installments (whether or not interest accrues on the unpaid balance), LICENSEE may, at LICENSEE'S election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency. If LICENSEE fails to pay any tax assessment, or other charge as set out in this paragraph, then LICENSOR may, at LICENSOR'S option, pay such LICENSEE'S obligation and a

lien shall remain on all of LICENSEE's buildings and improvements placed on the premises by LICENSEE, and such lien shall continue until the amounts due are repaid the LICENSOR, in accordance with Paragraph 12 of this License. Should LICENSOR, choose not to repay LICENSEE'S obligation hereunder, then LICENSEE shall be considered to be in default of this License I accordance with Paragraph 17 of this License.

6. LICENSEE, at Licensee's own cost and expense at all times during the term of this License, agrees to keep and maintain, or cause to be kept and maintained, all buildings and improvements which may be erected upon the Licensed Land in a good state of appearance and repair, reasonable wear and tear excepted.

7. All improvements constructed on the premises by LICENSEE as permitted by this license shall be owned by LICENSEE until expiration of the term or sooner termination of License. LICENSEE shall not, remove improvements from the premises or waste, destroy, or modify any improvements on the premises or waste, destroy, or modify any improvements on the premises, except as permitted by this license. The parties covenant for themselves and all persons claiming under them that the improvements are real property. LICENSEE shall not use the premises in any unlawful, improper, or offensive manner and shall comply and observe all existing laws enforced or to enforced.

8. At the normal expiration of term, provided LICENSEE is not then in default, LICENSEE shall have the right to remove any or all fixtures or improvements, or both, provided all resultant injuries to the premises and remaining improvements are completely remedied and LICENSEE complies with the LICENSOR'S reasonable requirements respecting the resultant appearance. All fixtures or improvements remaining on the premises at the end of the license which have not been removed by LICENSEE shall become the property of the LICENSOR. However, any lien, claim, or security interest in such property shall remain the sole obligation of the LICENSEE. LICENSEE agrees to indemnify and hold LICENSOR harmless against such property remaining on the premises.

9. LICENSEE shall hold LICENSOR harmless from and against all attachments, lien charges, and all expense resulting from this License.

10. LICENSEE shall not sublicense, sell, assign, or transfer in anyway this License or any rights or interest therein or create a security in the public land licensed, without approval of the Guam Legislature.

11. LICENSEE shall indemnify, defend and hold the LICENSOR harmless against any claim or demand by third person for loss, liability or damage, including claims for property damage, personal injury or wrongful death arising out of any accident on the Licensed Premises.

12. If Licensee's methods of operation, handling of fuel, or other activities cause imminent and grave danger to persons or property, or endangers the public health, safety welfare or environment, LICENSOR shall serve upon LICENSEE a Notice to cease and desist or correct said harmful activity or practice. LICENSEE shall have ten (10) days from receipt of said Notice, to correct the activity or practice. If LICENSEE fails to cease and desist or to correct as provided in the notice, then LICENSOR may terminate this license upon twenty (20) days written notice.

13. LICENSEE shall obtain and maintain all required permits, clearances, and a conditional use related to zoning to operate on Lot No. 10122-15, Municipality of Dededo. If LICENSEE fails to obtain or maintain proper permitting, then LICENSOR may terminate this license upon twenty (20) days written notice. LICENSEE shall notify LICENSOR of any correspondence from any governmental entity regarding the application of environmental laws to the premises, including, without limitation, notices of violation, notices to comply, and citations.

14. The LICENSOR shall have a lien on all the buildings and improvements place on the said premises, whether the same is exempt from execution or not and on the rents of all improvements and buildings situated on said premises for all such cost, attorney's fees rents reserved, for all taxes and assessments paid by the LICENSOR on behalf of LICENSEE and for the payment of all money as provided in this license to be paid by LICENSEE, and such lien shall continue until the amounts due are paid.

15. If the LICENSEE shall fail to yield or pay such rent at the time and in the manner described in Paragraph 2 or shall fail to pay such obligation at the time and in the manner described in Paragraph 3 or shall become bankrupt, or shall abandon the said premises, or if this license and the premises shall be attached or otherwise be taken by operation of law, or if any assignment be make of the LICENSEE's property for the benefit of creditors, or shall fail to observe or perform any of the covenants, terms and conditions herein contained and on its part to be observed and performed, LICENSOR shall so notify by personal service, registered mail or certified mail to the LICENSEE at its last known address. If such breach or default shall continue for a period of ninety (90) days upon notification, LICENSOR may at once reenter such premises or any part thereof and upon or without such entry,

at its option, terminate this license without prejudice to any other remedy or right of action for arrears or rent or for any proceeding or other breach of contract. In the event of such termination, all buildings and improvements thereon shall remain and become the property of the LICENSOR.

16. The LICENSOR shall have the right to itself and to the agents and representatives or the Government of Guam, in which said licensed premises are situated, to enter and cross any portion of said licensed land for the purpose of performing any public or official duties; however, in the exercise of such rights, the LICENSOR shall not unreasonably interfere with the LICENSEE's use and enjoyment of the premises.

17. LICENSOR reserves the right to enter the LICENSEE'S licensed property for the purpose of maintaining or adding public utilities.

18. Acceptance of rent by the LICENSOR shall not be deemed a waiver of any breach by the LICENSEE of any term, covenant or condition of this license, nor of the LICENSOR'S rights to declare and enforce forfeiture for any such breach by the LICENSEE of any term, covenant, condition or option.

19. Notwithstanding any provision contained in this license to the contrary, wherever applicable, the LICENSOR may for good cause shown in writing, allow additional time beyond the time or time specified herein to the LICENSEE in which to comply, observe and perform any of the terms, conditions and covenants contained herein.

20. LICENSEE shall annually submit to the Chamorro Land Trust Commission on or before January 31st of each year a financial statement with proof of insurance, as part of the Annual Report LICENSEE shall include the progress report on the development of the licensed property.

21. All of the above terms, conditions and covenants shall be enforced by the Chamorro Land Trust Commission or its authorized representatives. Notices to LICENSEE shall be deemed given if mailed to the address first stated.

22. LICENSEE, upon surrender of the premises and license to LICENSOR, shall remove all scrap metal and other debris from the premises at LICENSEE's expense so that the premises are returned in as good a condition and repair as reasonable use and wear and tear thereof will permit.

23. Either party may terminate this agreement, with or without cause, upon 180 days written notice to the other party.

IN WITNESS WHEREOF, the **CHAMORRO LAND TRUST COMMISSION and GLOBAL RECYCLING CENTER, INC.** executed this License in the Municipality of Tamuning, Island of Guam, this _____day of _____2019.

LICENSEE: GLOBAL RECYCLING CENTER, INC.

_____
DANIEL CHU
Its duly authorized President
Date:_____

LICENSOR: CHAMORRO LAND TRUST COMMISSION

_____
JACK E. HATTIG III
Administrative Director, Chamorro Land Trust Commission

Date:_____

APPROVED AS TO FORM
OFFICE OF THE ATTORNEY GENERAL

_____
LEEVIN T. CAMACHO
Attorney General of Guam

Date:_____

APPROVED BY THE GOVERNOR OF GUAM
OFFICE OF THE GOVERNOR OF GUAM

_____
LOURDES A. LEON GUERRERO

Governor of Guam
Maga' Haga Guhan

Date:_____

GUAHAN
GUAM
RUGBY CLUB
PMB 515 Suite 101
1270 N.Marine Drive
Tamuning, Guam 96913
Tel 649-1946 Fax 649-1947
Email info@guamrugby.com
www.guamrugby.com
facebook.com/guamrugbyclub

Guam Rugby Club
Chamorro Land Trust Commission License Agreement.
Santa Monica Ave Public accessway proposal. Oct 2019.

The Guam Rugby Club (GRC), respectfully request the CLTC consider the following proposal as submitted by GRC with a view to obtaining a permanent and long term access solution, providing public and emergency accessway and public parking off Santa Monica Ave to the Guam Rugby Club, Wettengal Rugby Field, Dededo.

The Guam Rugby Club wishes to make direct reference to the 2010 License Agreement Amendment as requested by CLTC, and agreed by all 3 parties. (CLTC, GRC, and Hals Football Association).
In this October 2019 proposal.

***2002 CLTC granted the Guam Rugby Club a license for a 20 year term with 5 year reviews.**
***2002 CLTC granted access to the Guam Rugby Club field from Santa Monica Ave via a Documented "public accessway/utility right of way".**

Guam Rugby Club submits the attached Public Accessway proposal/ plan off Santa Monica Ave, indicating a proposed alternative public accessway, to be installed/constructed by DPW, connecting to, and using the existing joint public parking area.

Guam Rugby Club undertakes to provide and complete, subject to the Government of Guam tax credit programe, within 24 months, installation of permanent asphalt surface to the joint parking area for use by both the Guam Rugby Club and Hals Angels Football association.

Guam Rugby Club undertakes to complete within 24 months, relocation of the 2 inch water line and GWA water meter system as is currently installed (as previously directed by GWA within the existing public accessway/utility right of way) to an alternative supply point. (yet to be determined)

The Guam Rugby Club request that immediate temporary access is reinstated from Santa Monica Ave, to the Guam Rugby Club field for all public and emergency access. This will enable Guam school rugby sport programs to recommence at the Guam Rugby Club field. This will enable the field to be maintained.
It will enable the Simon Sanchez High Rugby Progamme (Boys & Girls) to prepare for the upcoming IIAAG High School December January/Feb competition.
Note . the Guam Rugby Club field is donated at no cost for Simon Sanchez High School use. It is the SSHS home field, due to no facility at the school.

The Guam Rugby Club respectfully request that the license renewal for an additional 20 year term is entered into and completed in combination with this proposal.
Yours Faithfully,
Guam Rugby Club Board.

CALVO FISHER & JACOB LLP

259 MARTYR STREET, SUITE 100
HAGÅTÑA, GUAM 96910
P: 671.646.9355 F: 671.646.9403
WWW.CALVOFISHER.COM
writer's direct e-mail:
grapadas@calvofisher.com

December 6, 2019

VIA EMAIL jacque.terlaje@terlajelaw.com

Jacqueline Taitano Terlaje, Esq.
LAW OFFICE OF JACQUELINE TAITANO TERLAJE, P.C.
284 West Chalan Santo Papa
Hagåtña, Guam 96910

RE: GUAM RUGBY CLUB, INC. PROPOSAL FOR TEMPORARY ACCESS

Dear Jacque:

I am writing in furtherance of our discussion on December 3, 2019 regarding Guam Rugby Club's ("GRC") need for immediate temporary access to Wettengel Rugby Field through the pre-existing public access way, identified in the 2010 Amendment to License Agreement between the Chamorro Land Trust Commission ("CLTC") and GRC as the 40' Wide Public Access & Utilities Right of Way, from Santa Monica Avenue.

As you are aware, GRC has not been able to access its fields since August 2019 as the only viable access way is through the pre-existing public access way. As we have informed Director Jack Hattig III and the CLTC, this severely impacted GRC and Guam's rugby community at large. If you have not already been provided with the summary detailing the history of GRC and the impacts this lack of access has had that was provided to the CLTC at its meeting on September 19, 2019, I will send you a copy on Monday.

This lack of access continues to negatively impact GRC and threaten its ability to continue providing services and benefits to the rugby and public community. As I informed you and Director Hattig in an email on Monday, December 1, GRC's field storages were vandalized and broken into this past week. The Generator Room was badly damaged, the electrical panels and wires pulled, the locks were smashed and there is equipment missing out of the storage sheds. Although you disagreed during our December 3 discussion, we believe that even if not the main factor, the fact that GRC does not have access to and cannot monitor or maintain the fields which are now sorely overgrown, is a contributing factor to the incident.

Accordingly, GRC unquestionably requires access to the Wettengel Rugby Field through the pre-existing public access way immediately. Set forth below is a proposal for such access.

A. Access for Maintenance of Fields and Repairs of Facilities:

Because the CLTC and your client have blocked access to the Wettengel Rugby Field, the fields' playing grass surfaces on the Main Field and Development Field have not been maintained. The overgrowth of grass has caused damages to the field surfaces, the full extent to which we cannot measure until initial maintenance and grass cutting is undertaken. Access is required to enable GRC members (which include volunteers) to complete maintenance with appropriate maintenance equipment.

GRC also needs immediate access to secure the damaged storage container and to complete welding and fabrication repairs to doors of storage containers. GRC further requires immediate access to begin repair work on electrical distribution and pole connection points, and to prevent any further burglary and damage attempts to the field electrical system.

During our call, you inquired whether GRC could access its fields for maintenance purposes through Lada Avenue, and thereafter provided me with a satellite map purporting to show an access way through that point. However, I have confirmed with representatives of GRC that access through Lada Avenue is not feasible for the reasons set forth below.

Earthmoving work is required to create any form off access track off Lada Avenue. A permit from the Department of Public Works and the Guam Environmental Protection Agency is required for this type of work and my client has been advised that the permit issuance/process time typically takes between 21-30 days. GRC cannot wait that long. Further, any form of access created must have a road base formed and compacted which will require additional time and expense – funds that GRC does not currently have in light of what it will have to spend to repair and maintain the fields at this time and the additional anticipated expenses for any new access way. Additionally, the area of the Lada Avenue boundary is currently in a state which prevents both vehicles and pedestrians entering the field and facility area. Lastly, any form of access created must be security fenced to prevent additional entry by unwanted persons, especially in light of the recent vandalism and burglary.

Therefore, access off of Lada Avenue for maintenance is not a viable option. GRC proposes that it be allowed access for maintenance and repairs purposes, off the pre-existing Santa Monica public access way on Saturdays and Sundays from 7:00 a.m. to 5:00 p.m. and for additional days specified in the enclosed schedule to allow field maintenance to be completed.[1]

[1] Note that the enclosed schedule may slightly change in light of various factors involved, including but not limited to, the availability of fields, school schedules and availability of volunteers for maintenance and repair.

B. Access for High School Rugby Season

As of December 2, Guam High Schools' Rugby program has started practice. Official games begin in January 2020 and practice is scheduled for December 2019 through March 2020.

Because the Simon Sanchez High School ("SSHS") Boys' & Girls' Rugby teams do not have a field on school grounds, the GRC Wettengel Rugby Field is the home field for the SSHS rugby teams. Enclosed with this letter is a letter from SSHS Athletic Director Randy Kakigi requesting that SSHS be allowed to continue using the Wettengel Rugby Field for practices and games. Allowing GRC field access will enable the SSHS teams to hold practices and training and host home-field games. Therefore, GRC proposes that it be allowed access for SSHS practice and home-field games. Also enclosed is a calendar indicating the schedule for SSHS practice.

Similarly, Okkodo High Schools' Varsity and Junior Varsity Girls' teams use the Wettengel Rugby Field for practice. GRC proposes that it be allowed access for Okkodo practice. Okkodo practices three times per week during the third-quarter.

GRC further proposes access for days in which rugby matches are held. The competition schedule has not yet been released but we will provide you with a schedule once it is released.

The High School season is followed by the Middle School Rugby program. Santa Barbara Catholic School ("SBCS") also utilizes the GRC Wettengel Rugby Field as a home field as they do not have their own field. GRC proposes access for SBCS practice. Enclosed is a calendar for SBCS practice. Further, the Wettengel Rugby Field is used on a regular basis for Middle School rugby matches. The competition schedule has not yet been released but we will provide you with a schedule once it is released.

C. <u>Access for Youth Rugby Training Program</u>

GRC is currently operating a youth rugby training program for U-14/16 rugby players who are planning to attend tournaments off-island in May 2020. Training is scheduled for December 2019 through May 2020. GRC proposes access to Wettengel Rugby Field for U14/16 youth training. Enclosed is a calendar indicating the schedule for U-14/16 practice.

D. <u>Access for Touch Rugby and Mens' & Womens' Practice</u>

For the last 15 years, GRC members and members of the community have played touch/flag rugby on Mondays, Wednesdays, or Fridays during twilight/evenings. The GRC Mens' and Womens' team has also utilized the fields for practice. GRC proposes access for those purposes. Enclosed is a calendar indicating the schedule for Touch Rugby and Mens' and Womens' practice.

E. Access for Guam Rugby Club International 10s Tournament

GRC is currently scheduled to host an International 10s Tournament for March 2020. GRC has hosted this tournament for the last 21 years. However, GRC has been unable to move forward with invitations in light of the lack of access and inability to use the fields. GRC proposes access for the Guam Rugby Club International 10s Tournament for March 10 to April 15, 2020.

F. Access for Monitoring of Fields

GRC proposes immediate access to GRC members to enable regular monitoring of the facilities and to prevent further vandalism and burglary attempts. The current field and buildings status appears derelict, which will encourage further burglary and vandalism. GRC proposes access to monitor the fields on a daily basis, at various hours by authorized key holders.

With respect to logistics of access, GRC proposes that key senior GRC Members/Players, coaches and GRC Board Members, and school coaches be provided with keys to the newly installed locked access way gate off Santa Monica Avenue. We will provide a list of those individuals once we come to an agreement for temporary access. GRC proposes that those designated key holders be responsible for and would complete closing and locking of the gateway at the completion of each days' normal GRC activities.

As we discussed, this proposal is for temporary access as we continue further negotiations to resolve these issues. Nothing in this letter shall be treated as an admission or waiver of rights by GRC. Because of the urgency of the matter and the upcoming holidays, we request that you discuss with your client and get back to us by **Wednesday, December 11, 2019**.

Sincerely,

CALVO FISHER & JACOB LLP

Genevieve P. Rapadas

Enclosures

GPR: jap/tlr

cc: Administrative Director Jack Hattig III, Chamorro Land Trust Commission (via email)

Simon A. Sanchez High School
395 Juan Jacinto Road
Yigo, Guam 96929
Telephone: (671) 653-2313
www.simonsanchez.org

Jon J.P. Fernandez
Superintendent of Education

Carla D. Masnayon
Principal

September 18, 2019

To Whom It May Concern:

My name is Randy Kakigi and I am the Athletic Director at Simon Sanchez High School. I was asked by my rugby coach, Ron Ruiz to comment on some things.

1. GRC has always supported the Sanchez rugby teams by allowing us to use their facilities at Wettengel Field.
2. We consider Wettengel as our home site during the high school rugby season. This allows us to host matches and raise badly needed funds to support our teams.
3. Our players enjoy using the facility because SSHS does not have a regulation field to practice or play on.
4. We ask that we be allowed continued use of Wettengel to further our player's opportunities in the sport of rugby.

Randy Kakigi

Week Starting	Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Week Ending
12/1/2019	4:00 PM		SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice		12/7/2019
	5:00 PM		Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby		
12/8/2019	4:00 PM		SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice		12/14/2019
	5:00 PM		Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby		
12/15/2019	4:00 PM		SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice		12/21/2019
	5:00 PM		Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby		
12/22/2019	4:00 PM		SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice		12/28/2019
	5:00 PM		Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby		
12/29/2019	4:00 PM		SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice		1/4/2020
	5:00 PM		Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby		
1/5/2020	4:00 PM		SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice		1/11/2020
	5:00 PM		Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby		
1/12/2020	4:00 PM		SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice		1/18/2020
	5:00 PM		Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby		
1/19/2020	4:00 PM		SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice		1/25/2020
	5:00 PM		Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby		
1/26/2020	4:00 PM		SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice	SBCS Practice & SSHS Practice		2/1/2020
	5:00 PM	Field Maintenance	Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	Touch rugby, GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby	SSHS Practice	SSHS Practice & Touch Rugby		
2/2/2020	4:00 PM		SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice		2/8/2020
	5:00 PM		GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice		
2/9/2020	4:00 PM		SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice		2/15/2020
	5:00 PM		GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice		
2/16/2020	4:00 PM		SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice		2/22/2020
	5:00 PM		GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice		
2/23/2020	4:00 PM		SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice		2/29/2020
	5:00 PM	Field Maintenance	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice		
3/1/2020	4:00 PM		SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice		3/7/2020
	5:00 PM		GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice		
3/8/2020	4:00 PM		SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice		3/14/2020
	5:00 PM	Field Maintenance	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice		
3/15/2020	4:00 PM		SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice		3/21/2020
	5:00 PM	Field Maintenance	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	TRUE GRIT	
	6:00 PM		Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice		
3/22/2020	4:00 PM	TRUE GRIT	SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice		3/28/2020
	5:00 PM		GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice		
3/29/2020	4:00 PM		SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice		4/4/2020
	5:00 PM	Field Maintenance	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice		
4/5/2020	4:00 PM		SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice	SSHS Practice		4/11/2020
	5:00 PM		GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice	GRC U 14/16 Practice & SSHS Practice		
	6:00 PM		Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice	SSHS Practice	Touch Rugby& SSHS Practice		
4/12/2020	4:00 PM								4/18/2020
	5:00 PM		GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice		
	6:00 PM		Touch Rugby		Touch Rugby		Touch Rugby		
4/19/2020	4:00 PM								4/25/2020
	5:00 PM		GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice		
	6:00 PM		Touch Rugby		Touch Rugby		Touch Rugby		
4/26/2020	4:00 PM								5/2/2020
	5:00 PM		GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice		
	6:00 PM		Touch Rugby		Touch Rugby		Touch Rugby		
5/3/2020	4:00 PM								5/9/2020
	5:00 PM	Field Maintenance	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice		
	6:00 PM		Touch Rugby		Touch Rugby		Touch Rugby		
5/10/2020	4:00 PM								5/16/2020
	5:00 PM		GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice		

Week Starting	Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Week Ending
	6:00 PM		Touch Rugby		Touch Rugby		Touch Rugby		
5/17/2020	4:00 PM								5/23/2020
	5:00 PM		GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice		
	6:00 PM		Touch Rugby		Touch Rugby		Touch Rugby		
5/24/2020	4:00 PM								5/30/2020
	5:00 PM		GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice		
	6:00 PM		Touch Rugby		Touch Rugby		Touch Rugby		
5/31/2020	4:00 PM								6/6/2020
	5:00 PM		GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice	GRC U 14/16 Practice		
	6:00 PM		Touch Rugby		Touch Rugby		Touch Rugby		
6/7/2020	4:00 PM								6/13/2020
	5:00 PM	Field Maintenance	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
6/14/2020	4:00 PM								6/20/2020
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
6/21/2020	4:00 PM								6/27/2020
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
6/28/2020	4:00 PM								7/4/2020
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
7/5/2020	4:00 PM								7/11/2020
	5:00 PM	Field Maintenance	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
7/12/2020	4:00 PM								7/18/2020
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
7/19/2020	4:00 PM								7/25/2020
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
7/26/2020	4:00 PM								8/1/2020
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
8/2/2020	4:00 PM								8/8/2020
	5:00 PM	Field Maintenance	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
8/9/2020	4:00 PM								8/15/2020
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
8/16/2020	4:00 PM								8/22/2020
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
8/23/2020	4:00 PM								8/29/2020
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
8/30/2020	4:00 PM								9/5/2020
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
9/6/2020	4:00 PM								9/12/2020
	5:00 PM	Field Maintenance	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
9/13/2020	4:00 PM								9/19/2020
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
9/20/2020	4:00 PM								9/26/2020
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
9/27/2020	4:00 PM								10/3/2020
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
10/4/2020	4:00 PM								10/10/2020
	5:00 PM	Field Maintenance	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
10/11/2020	4:00 PM								10/17/2020
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
10/18/2020	4:00 PM								10/24/2020
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
10/25/2020	4:00 PM								10/31/2020

Week Starting	Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Week Ending
	5:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		
	6:00 PM		Touch Rugby	GRC Mens & Womens Practice	Touch Rugby	GRC Mens & Womens Practice	Touch Rugby		

JACQUELINE TAITANO TERLAJE

284 WEST CHALAN SANTO PAPA
HAGATNA, GUAM 96910
PHONE 671.648.9001
FAX 671.648.9002

December 18, 2019

VIA EMAIL
grapadas@calvofisher.com

GENEVIEVE RAPADAS
Calvo Fisher & Jacob LLP
259 Martyr Street, Suite 100
Hagâtña, Guam 96910

Re: Response to December 6, 2019 Request for Temporary Access

Hafa Adai, Attorney Rapadas. This correspondence is in response to your letter dated December 6, 2019 Guam Rugby Club, Inc. Proposal for Temporary Access. This letter is further to confirm our discussion today related to my client's concerns that your request is essentially a request for a license through Hal's Angels fields for a two-year period, and that has Guam Rugby Club, Inc. ("GRC") not exhibited any good faith effort to utilize the 60' foot Right of Way that is immediately available to it on Lada Avenue but is relying upon its request to transit through the Hal's Angels fields out of convenience to GRC.

I represent Guam Hal's Angels Football Association, as it relates to all matters arising from its use of the football fields owned and licensed by the Chamorro Land Trust Commission on August 1, 2001 of what was subsequently re-subdivided and amended as Lot 10057-New-7, Dededo, Guam.

My client has reviewed your request for Temporary Access. However, the request submitted on December 6, 2019, appears to be extremely expansive, involving numerous dates and times, and is further subject to additional modifications based on various factors. For purposes of reference this is a list of entities for which you are requesting daily access:

Simon Sanchez High School Boy's Rugby Team Practice
Simon Sanchez High School Boy's Rugby Games
Simon Sanchez High School Girl's Rugby Team Practice
Simon Sanchez High School Girl's Rugby Games
Okkodo High School Varsity Girl's Rugby Team Practice
Okkodo High School Varsity Girl's Rugby Games
Okkodo High School Junior Varsity Girl's Rugby Team Practice
Okkodo High School Junior Varsity Girl's Rugby Games
Santa Barbara Catholic School Rugby Team Practice
Santa Barbara Catholic School Rugby Games
GRC Youth Rugby Training Program U-14/16
GRC Men's Touch Rugby Practice
GRC Women's Touch Rugby Practice
GRC International 10s Tournament preparation
GRC International 10s Tournament event

As set forth in the schedules provided, GRC is requesting daily access through the Hal's Angels fields for practices, games, and maintenance. Unfortunately, the original proposal of "Temporary access" appears more to be a full license to utilize a private easement through the Hal's Angels fields. This defined "Temporary Access" is not consistent with original discussion of the necessity of access in order to provide emergency access in the event of injuries during games.

Importantly, as Hal's Angels has repeatedly informed you, GRC is not land-locked. Assuming you have not had access to the GRC fields since August 2019, it begs the question of why GRC has not made any effort whatsoever to maintain the clearly defined access point from Lada Avenue? As shown on satellite imagery, there is a Lada Avenue access point that GRC has elected not to utilize, maintain or otherwise clear to ensure that it has suitable access to the GRC fields.



In an effort to fully understand the issue, I have conducted a site visit to confirm the availability of access on Lada Avenue. The GRC score board and light posts are clearly visible from the roadway, and most of the vegetation likely sits on the public easement. Additionally, if a permit to clear the easement would take as little as 30 days, it further begs the question of why GRC has not taken

reasonable action to gain access through the Right of Way created for it in the subdivision survey maps? Had GRC submitted the permit request in August 2019, the permits would have already been granted and the work completed.

Moreover, while GRC asserts that its inability to access its fields through Santa Monica Avenue has adversely impacted its ability to maintain and monitor its fields, if GRC has had no access to the property, how did it become aware of vandalism on the property? Obviously, it must have been on the property to assess damage in order to communicate the necessary work to conduct repairs; i.e. your correspondence details the damage to the Generator room, electrical panels and missing equipment. Additionally, while GRC attempts to lay the blame at the feet of Hal's Angels of the lack of access contributing to the vandalism, the same vandalism is occurring on the Hal's Angels field. Hal's Angels should not be publicly smeared for this situation, as they are not the parties who created these circumstances. The full blame should be placed where it belongs, and that it is at the feet of the vandals responsible.

As I have repeatedly advised you, Hal's Angels seeks written reassurance that the request for Temporary Access is in fact temporary in nature. Any written reassurance should address the following:

First, daily transit through Hal's Angels fields for a two-year period is not acceptable as a temporary arrangement. What reasonable attempts has GRC made to clear the Lada Avenue access for its daily use; if no attempts are being made, an explanation of the non-action. Based on our discussions to date, it appears to me that the GRC position is simply that it is not in line with their original proposed plan, and GRC is refusing to utilize Lada Avenue as a potential access point notwithstanding that it is clearly identified in the subdivision maps.

Second, GRC has provided no reassurance that the transit through Hal's Angels fields will not be utilized for parking during practices, trainings, tournaments, events or maintenance. GRC has made no attempt to allay Hal's Angels' concerns about this issue. What is the temporary plan to ensure that users of the GRC fields will not impede access to the Hal's Angels lower field development, and use?

Third, I have been informed that there currently exists a Chamorro Land Trust Commission order directing GRC to remove a waterline that sits on Hal's Angels fields, and that order has existed for more than a year. What efforts if any has GRC made to come into compliance with the order? Based on our discussions, it appears to me that the GRC position is that the CLTC Order is non-enforceable, was not an authorized act of the CLTC or is not the current position of the CLTC? The current GRC waterlines should be immediately relocated; at a minimum, as a showing of good faith.

Finally, as I informed you, the GRC has made this request to Hal's Angels, but has made no reference or offered any consideration for the significant license it is seeking from Hal's Angels for a two-year period. I had previously indicated that the installation of a permanent fence line at the close of the two-year period, between the properties, may be sufficient consideration for the request, but that was flatly denied. No counter offer has been made; no offer to conduct maintenance; no offer to assist in field development of the Hal's Angels lower field. In an effort to reach a mutually acceptable agreement, I would highly suggest that GRC consider the long-term effect its request will have on the Hal's Angels use of its fields, and how the GRC can alleviate some of those concerns. The effect on Hal's Angels does not appear to be a consideration whatsoever for GRC in the current proposal.

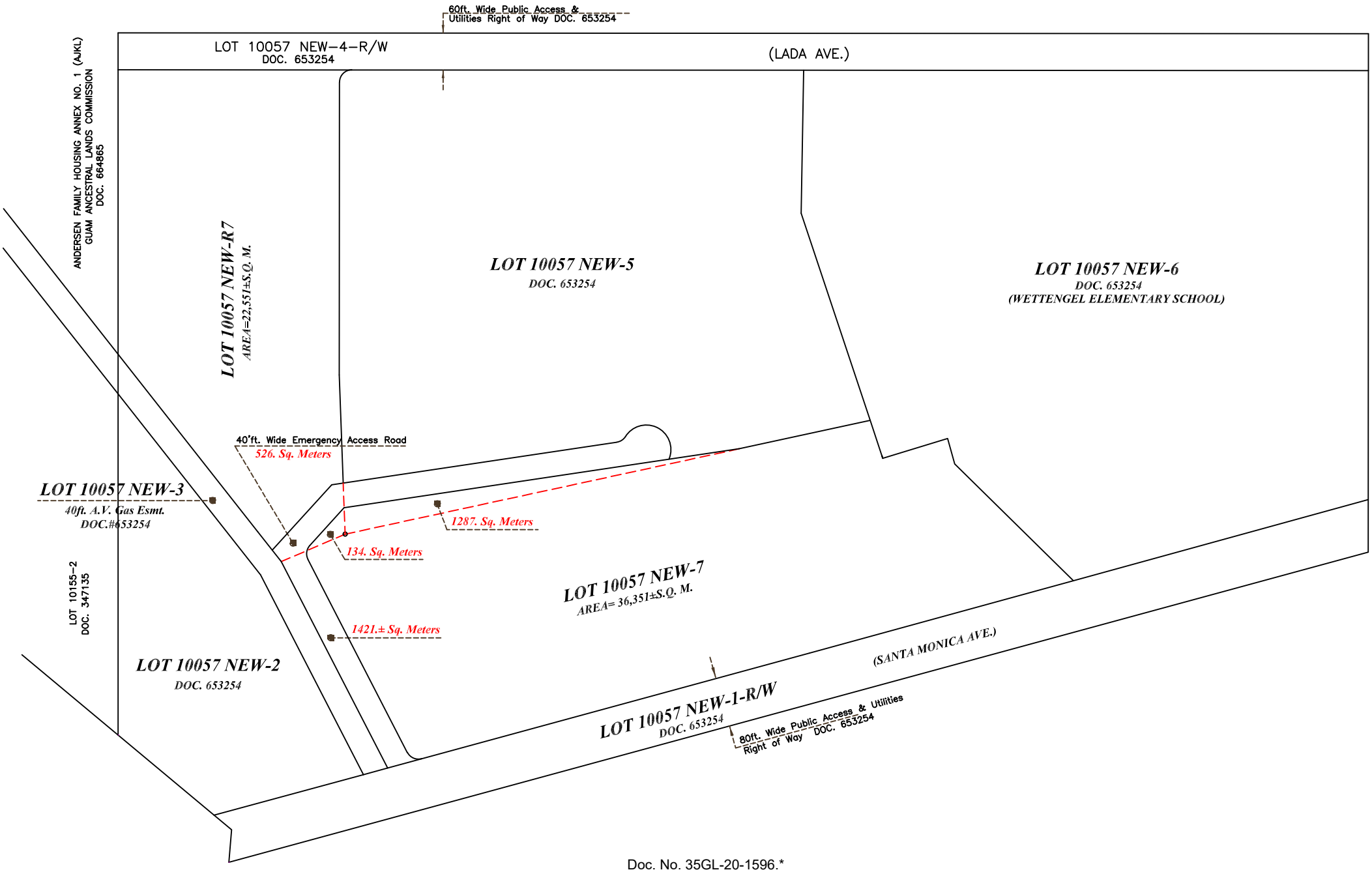
Please be advised that this letter shall also serve as a formal request for notice of any action or motion before the CLTC related to the Hal's Angels field, including any temporary access and licensure discussions.

If you wish to discuss this matter further, please do not hesitate to contact me. I have previously provided you my mobile number so that you may get a hold of me, as necessary.

Senseramente,

JACQUELINE TAITANO TERLAJE

cc: Chamorro Land Trust Commission
Nicolas Toft, Legal Counsel for Chamorro Land Trust Commission



Doc. No. 35GL-20-1596.*

60ft. Wide Public Access &
Utilities Right of Way DOC. 653254

LOT 10057 NEW-4-R/W
DOC. 653254

(LADA AVE.)

ANDERSEN FAMILY HOUSING ANNEX NO. 1 (AJKL)
GUAM ANCESTRAL LANDS COMMISSION
DOC. 664865

LOT 10057 NEW-R7
AREA=22,551±S.Q.M.

LOT 10057 NEW-5
DOC. 653254

LOT 10057 NEW-6
DOC. 653254
(WETTENGEL ELEMENTARY SCHOOL)

40'ft. Wide Emergency Access Road
526. Sq. Meters

LOT 10057 NEW-3
40ft. A.V. Gas Esmt.
DOC.#653254

1287. Sq. Meters

134. Sq. Meters

LOT 10057 NEW-7
AREA= 36,351±S.Q. M.

LOT 10155-2
DOC. 347135

1421.± Sq. Meters

LOT 10057 NEW-2
DOC. 653254

(SANTA MONICA AVE.)

LOT 10057 NEW-1-R/W
DOC. 653254

80ft. Wide Public Access & Utilities
Right of Way DOC. 653254

Doc. No. 35GL-20-1596.*

CHAMORRO LAND TRUST COMMISSION

LEASE AGREEMENT

THIS LEASE AGREEMENT is made effective as of _____, 2019, between the **CHAMORRO LAND TRUST COMMISSION,** whose mailing address is PO Box 2950, Hagåtña, Guam, 96932 [hereinafter referred to as "**LESSOR**"] and the **GUAM RACING FEDERATION**, whose mailing address is 976 Cross Island Rd., Apt. C, Santa Rita, GU 96915 [hereinafter referred to as "**LESSEE**"].

R E C I T A L S

WHEREAS, **LESSOR** has jurisdiction over **LOT NO. 7161-R1, Municipality of Yigo, Guam**, by virtue of the "Administrative Transfer of Jurisdiction of Certain Government of Guam Lands" dated January 19, 1994, recorded with the Department of Land Management, Government of Guam, under Document No. 503740 at the Department of Land Management; AND,

WHEREAS, **LESSEE** had demonstrated interests to the Government of Guam in commercially leasing **LOT NO. 7161-R1, Municipality of Yigo, Guam,** (hereinafter referred to as the "Property") for the purpose of a raceway park; AND,

WHEREAS, **LESSEE** realized a need to provide for this raceway park and has organized and registered as a non-profit organization consisting of the various types of automotive, motorcycle racing endeavors, but not limited to, drags, off-road, motorcycle, grand prix, go-cart, monster trucks, low-rider car shows and other spectator and entertainment events; AND,

WHEREAS, **LESSEE** is particularly interested in the portion of the Property described as follows:

> **LOT NO. 7161-R1, YIGO,** as delineated in that certain sketch marked Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference.

WHEREAS, the Property was previously licensed to **LESSEE** for the same purposes and **LESSEE** has done significant improvements to the Property to get it into its current condition;

WHEREAS, **LESSEE** has demonstrated public support for their project; AND,

WHEREAS, said portion of the Property can be used effectively by **LESSEE**; AND,

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

(1) GRANT OF LEASE; DESCRIPTION OF PREMISES. **LESSOR** hereby grants to **LESSEE** a lease to occupy and use, subject to all of the terms and conditions of this Agreement, the following described real property:

> **LOT NO. 7161-R1, YIGO,** as delineated in that certain sketch marked Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference.

(2) LIMITATION TO DESCRIBED PURPOSE. The above-described real property may be occupied and used by **LESSEE** for commercial purposes to include the operation of a raceway related support facility and various outdoor events and continuing for a period of fifty (50) years from such date.

(3) COMPENSATION.

(A) **LESSOR** and **LESSEE** expressly acknowledge that compensation for this LEASE shall be the flat fee set forth below, or ten percent (10%) of the gross revenues per month, whichever is greater. Said amount shall be verified by a yearly audit performed by a CPA licensed to do business on Guam at **LESSEE's** expense.

YEAR	PAYMENT DUE
1 – 5	$4,000.00
6 – 10	$4.400.00
11 – 15	$4,840.00
16 – 20	$5,324.00
21 – 25	$5,856.00
26 – 30	$6,412.00
31 – 35	$7,053.00
36 – 40	$8,534.00
41 – 45	$9,387.00
46 – 50	$10,326.00

(B) Payments shall be made on the first day of each month of the effective date of this Agreement, and continuing thereafter until termination of this Agreement to the statutory requirements of Title 21, Guam Code Annotated §75107 et seq.

(C) There shall be a late fee of four percent (4%) above the prime rate, calculated daily and compounded monthly, without demand from the date due until payment received from **LESSEE.**

(4) **TERMINATION.** This Agreement may be terminated by either party on ninety (90) days' written notice for cause for the non-compliance of any provisions of the Chamorro Land Trust Act or any adjudicated regulations of **LESSOR**. Upon termination by the notice or expiration of the Lease, this Agreement shall become null and void, except that **LESSOR** may enforce any and all obligations of **LESSEE** arising out of acts or failure to act, occurring prior to such termination.

(5) **TAXES AND FEES**. Any and all taxes, fees and assessments levied upon the real property and any improvements thereon described herein shall be waived so long as **LESSEE** maintains its Non-Profit status.

(6) **INTEREST IN REAL PROPERTY**. **LESSEE** expressly acknowledges and agrees that it does not and shall not claim at any time any interest or estate of any kind or extent other than as **LESSEE,** in the above-described real property of **LESSOR**, by virtue of the rights granted under this Agreement or its occupancy or use granted herein.

(7) **ASSIGNMENT OF RIGHTS.** The rights of **LESSEE** under this Agreement are personal to **LESSEE** and may not be transferred or assigned to any other person, firm, corporation or other entity.

(8) **SUBLEASE.** **LESSEE** may, with the written consent of **LESSOR**, which consent shall not be unreasonably withheld, enter into Sublease Agreements for portions of the leased property to provide racetrack affiliated purposes to include, but not limited to, gas station, warehouses for vehicles and vehicle repair, restaurants/food vendors and driving schools. **LESSOR** and **LESSEE** shall share in the sublease of rental of the real property portion only, Fifty/Fifty (50/50).

(9) **INDEMNIFICATION OF LESSOR**. Notwithstanding anything to the contrary in this Lease Agreement and irrespective of any insurance carried by **LESSEE** for the benefit of **LESSOR, LESSEE** agrees to hold **LESSOR** from any and all claims or demands made by third persons for loss, damage or injury including claims for property damage, personal injury or wrongful death occurring in, on, or about the Property, including sidewalks and parking areas adjacent thereto, or occasioned by nuisance made or suffered on the Property, or by and fire thereon, or growing out of, or cause by any failure on the part of **LESSOR** for all costs and attorney's fees in connection with the defense of any such claim.

(10) **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** **LESSEE** and any sublessees shall procure, at its own cost and expense and keep in force during said term for the mutual benefit of **LESSOR** and **LESSEE**, a policy of comprehensive liability insurance in such form and with such insurance company as **LESSOR** shall approve, a policy in the sum of $1,000,000.00 insuring against the claims of personal injury and property damages until the year 2025. Thereafter, the parties shall agree upon the policy limits to be in place thereafter.

Said policy or policies shall also contain a clause stating that the insurer will not cancel or change the insurance coverage without first giving **LESSOR** thirty (30) days prior written notice of such change or cancellation.

(A) **Policy Form.** Policies shall be for the mutual and joint benefit and protection of **LESSOR. LESSEE** and **LESSOR's** mortgage, if any, and executed copies of such policies of insurance or certificates thereof shall be delivered to **LESSOR** within ten (10) days after delivery of possession of the premises to **LESSEE** and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall name **LESSOR** as an additional insured or loss payee, and shall contain a provision that **LESSOR,** although named as an additional insured or loss payee shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the acts, omission and/or negligence of **LESSEE**. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by **LESSEE** in like manner and to like extent. All policies of insurance delivered to **LESSOR** must contain a provision that the company issuing said policy will give to **LESSOR** thirty (30) days notice in writing in advance of any cancellation or lapse of insurance or the effective date of any reduction in the amounts of insurance. All public liability, property damage or other casualty policies shall be written as primary policies, not contributing with and not in excess of coverage which **LESSOR** may carry.

(11) **USE OF PROPERTY.** **LESSEE** may alter the property in order to make it usable for the purposes stated herein. This alteration shall include, but is not limited to, the removal of top soil and/or coral from the Property, re-contouring the Property, and constructing appropriate

facilities upon the Property. Fifty percent (50%) or the value thereof, less all engineering costs, shall be the property of **LESSOR**. **LESSEE** may sell the materials, and (i) deliver **LESSOR's** share of the proceeds to **LESSOR** for use by **LESSOR** as is permitted under the Chamorro Land Trust Act; or (ii) if **LESSOR** so desires, **LESSEE** may create a credit on the book of the buyer in the name of the Chamorro Land Trust Commission for the future use of the Commission. The volume and quantity of the material removed as set forth above shall be verified by **LESSEE** having a topographical survey prepared before any recontouring shall occur and then a second topographical survey prepared after the project is completed. The money received by **LESSEE** for the sale of this material shall not be included as income for the calculation of rent due.

(A) At the time of the termination of Lease, **LESSOR** shall determine whether or not it desires to have the property returned to its pristine condition. If that is the desire of **LESSOR**, it is the responsibility and the sole cost of **LESSEE** to remove any and all improvements placed upon the Property. Should **LESSOR** desires to take the Property "as is" they must advise **LESSEE** within sixty (60) days of the termination of the Lease Agreement of their desire to take the Property back, as is.

(12) **ENVIRONMENTAL SITE ASSESSMENT.** **LESSEE** shall be required to continue, at their own expense, to involve EPA in all work performed to modify the leased property and obtain all necessary permits to perform any and all modifications on the property and construction of facilities upon the property.

(13) **EVENTS OF DEFAULT; TERMINATION.** In any of the following events (each an Event of Default"):

(A) If rent or any part thereof shall not be paid on any day when such payment is due, CLTC may, at any time thereafter, give notice of such failure to **LESSEE**, and if the failure is not remedied by **LESSEE** within five (5) days after the giving of such notice; or

(B) If **LESSEE** shall fail or neglect to perform or comply with any of the terms, covenants or conditions contained in the Lease (other than the covenants to pay rent) on the part of **LESSEE** to be performed or observed, CLTC may, at any time thereafter, give notice of such failure or neglect to **LESSEE** and if **LESSEE:**

(i) If the matter complained of in such notice is not capable of being remedied by the payment of money, has not corrected the matter complained of within a period of five (5) days after the giving of such notice; or,

(ii) If the matter complained of in such notice is not capable of being remedied by the payment of money has not corrected the matter complained of within a period of twenty (20) days after the giving of such notice; or, if a period of more than such twenty (20) days is reasonably required to remedy with reasonable diligence, the matters complained of in such notice, has not forthwith commenced to remedy the same and diligently prosecute the remedying of the same to completion; or,

(iii) In the event of insolvency shall have occurred with respect to **LESSEE;** or,

(iv) A breach of any obligation by **LESSEE** which has resulted in cancellation of insurance coverage where **LESSEE** has not prior to or concurrent with such cancellation replaced such coverage with comparable coverage or breach of an obligation where there has been a notice of cancellation of insurance coverage which has not been cured and where **LESSEE** has not, within the period of time set out in such notice (or within ten (10) days where no period is set

out therein) replaced such coverage with comparable coverage or which is otherwise a breach of the obligations respecting insurance; or,

(v) Abandonment of such project by **LESSEE**, or then the CLTC, at its option, may terminate the Lease by notice to **LESSEE,** in which event such termination shall be effective immediately upon the delivery of such notice and may enter upon the property with or without process of law and take possession thereof.

(14) RIGHT TO CURE DEFAULTS. Without limiting any other remedies, the CLTC may have arising out of a lease or at law in respect of any default in the performance of **LESSEE**'s obligations under a lease, the CLTC shall have the right, in the case of any default and without any re-entry or termination of a lease, to enter upon the property and cure or attempt to cure such default (but this shall not obligate the CLTC to cure or attempt to cure any such default or, after having commenced to cure or attempt to cure such default, prevent **LESSOR** from ceasing to do so) and **LESSEE** shall promptly reimburse the CLTC any expenses incurred by the CLTC in so doing and the same be recoverable as rent.

(15) NO WARRANTY. **LESSOR** does not warrant or represent that the real property described above is suitable for the purposes for which it is permitted to be used, nor that **LESSEE** is specifically entitled to the issuance of any permits necessary to carry out any activity on said real property.

(16) ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

(17) MODIFICATION OF AGREEMENT. Any modification of this Agreement or

additional obligation shall be binding only if evidenced, in writing, signed by each party or an authorized representative of each party.

(18) **GOVERNING LAW.** It is agreed that this Agreement shall be governed by, constructed, and enforced in accordance with 21 GCA Chapter 75, and the laws of Guam.

(19) **NO WAIVER.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

(20) **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of any respective successors of the parties.

(21) **NOTICES.** Any notice provided for or concerning this Agreement shall be made, in writing, and shall be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth at the beginning of this Agreement.

(22) **PRE-EXISTING CONDITIONS AND RELEASE OF LIABILITY.** The parties recognize there may be known or unknown pre-existing conditions on the subject Property, and agree to hold each other harmless from any liability arising out of such conditions.

IN WITNESS WHEREOF, this Lease Agreement has been enacted by the **I LIHESLATURAN GUAHAN**, on the _____ day of _____, 20_____.

Chamorro Land Trust Commission
Commercial and Cultural Lease/License Listing

Company Name	Lot Description	Area (sqm)	Signing Date	Lease Expiration Date	Rate
Operations Fund:					
DOCOMO (Guamcell Communications)	Lot No. 17-1-1, Block F, Tract 9, Barrigada	966.00	10/1/1999	9/30/2018	520.00
DOCOMO (Guamcell Communications)	A portion of Lot No. 354-7 Inarajan Lot No. 354-R6-R/W, Inarajan	791.00	8/11/1999	8/10/2019	320.00
DOCOMO (Guamcell Communications)	Lot No. 10125-11-R2, Dededo	232.25	9/1/2005	11/1/2021	109.15
DOCOMO (Guamcell Communications)	Lot No. 10129-3, Dededo	232.25	11/1/2001	11/1/2021	109.15
DOCOMO (Guamcell Communications)	Lot No. 278-5, Umatac	929.00	11/1/2001	11/1/2021	145.72
DOCOMO (Guamcell Communications)	Lot No. 102-2, Yona	175.95	11/1/2001	11/1/2021	78.68
Guam Hals Angels Football Association	Lot No. 10057NEW-R6	36,351.00	8/1/2001	7/31/2022	0.00
Guam Racing Federation (6 month extension)	Lot No. 7161-R1 Yigo	1,011,717.50	12/1/2019	5/31/2020	4,000.00
Guam Resource Recovery Partners	Parcel B of Lot No. 439-R1	352,872.12	12/31/2002	12/30/2022	4,400.00
Guam Rugby Club	Lot No. 10057-New-5, Dededo	48,951.00	6/1/2002	5/31/2022	0.00
IT&E Overseas	Lot No. 10125-R12-1 Dededo	232.00	1/5/2000	1/4/2020	69.68
IT&E Overseas	Lot No. 7117-4-1, Yigo	1,323.00	1/5/2000	1/4/2020	350.00
Johnny Cool Towing	Lot No. 5149-6, Dededo (behind Global Laundry which is at the corner of Route 16 and Harmon Loop Road.)	3,783.00	4/9/1999	4/8/2020	477.88
KM Communications / KM Broadcasting Guam, LLC	Lot No. 10-4, Block D, Tract 9, Barrigada	2,060.00	9/1/2000	8/31/2020	1,348.68
TATA Communications	A 6 foot by 320 foot section of the Taleyfac Reef Flat (submerged lands) adjacent to and abutting Lots 301-A-1 and 301-A-2, Agat	178.00	10/1/2001	9/30/2021	5,000.00

GOVERNMENT OF GUAM

FY 2021 BUDGET REQUEST

COPY

RECEIVED
2:18 P.M.
FEB 12 2020
Bureau of Budget and
Management Research

CHAMORU LAND TRUST COMMISSION

BUREAU OF BUDGET AND MANAGEMENT RESEARCH
BUDGET DOCUMENT CHECKLIST

Department/Agency: CHamoru Land Trust Commission
Division/Program: CHamoru Land Trust Commission
Date Received by BBMR: _____
Date Reviewed: _____

Checklist for FY 2021 Budget Review

	Department/Agency Yes	Department/Agency No	BBMR Yes	BBMR No
General				
Is the department/agency request within the Governor's established ceiling?	X			
Is the summary consistent with detail pages?	X			
Are the required budget forms attached?				
a. Agency Budget Certification Form [BBMR ABC]	X			
b. Agency Narrative Form [BBMR AN-N1]	X			
c. Decision Package [BBMR DP-1]	X			
d. Program Budget Digest Forms [BBMR BD-1, BBMR TA-1, BBMR 96A]	X			
e. Agency Staffing Pattern Forms [BBMR SP-1]	X			
f. Federal Program Inventory Form [BBMR FP-1]	X			
g. Equipment/Capital Listing & Space Requirement Form [BBMR EL-1]	X			
I. Agency Budget Certification Form [BBMR ABC]				
1. Department/Agency certified that all amounts requested are sufficient to execute the mission, goals, and objectives and that a complete and accurate review has been made on all budget documents?	X			
II. Agency Narrative Form [BBMR AN-N1]				
1. Is the mission statement correct and consistent with the department/ agency's enabling act?	X			
2. Are the goals and objectives correct and consistent with the department/ agency's mission?	X			
III. Decision Package [BBMR DP-1]				
1. Is activity description correct?	X			
2. Is major objective correct?	X			
3. Are short term goals correct?	X			
4. Is workload output reflected correctly?	X			
IV. Program Budget Digest Forms [BBMR BD-1, BBMR TA-1, BBMR 96A]				
A.) BBMR BD-1				
Personnel Services				
1. Are figures reflected consistent with the attached staffing pattern(s)?	X			
2. Are amounts reflected in each column accurate?	X			
3. Are computations correct?	X			
Operations				
1. Are the amounts reflected under columns, "Governor's Request", for each object category consistent with respective schedules (Schedule A - E) as detailed in the budget digest subforms (BBMR TA-1 & BBMR 96A)?	X			
2. Are amounts reflected in each column accurate?	X			
3. Are computations correct?	X			

	Department/Agency Yes	Department/Agency No	BBMR Yes	BBMR No
Utilities				
1. Are amounts reflected in each column correct?	N/A			
Indirect Cost				
1. If applicable, are indirect cost reflected in each column accurate?	N/A			
Capital Outlay				
1. Are amounts reflected under columns, "Governor's Request", consistent with schedule F as detailed in the budget digest subform, [BBMR 96A]?	N/A			
Full Time Equivalencies (FTEs)				
1. Are the number of FTEs for both "Unclassified" and "Classified" accurately reflected under each column?	X			
B.) BBMR TA-1				
1. Is the purpose/justification for travel defined?	N/A			
2. Is/Are the travel date(s) and number of travelers reflected?	N/A			
3. Is/Are the position title(s) of the traveler(s) reflected?	N/A			
4. Are all columns (Air Fare, Per Diem, Registration, and Total Cost) accurate?	N/A			
C.) BBMR 96A				
1. Are "Items" under schedules B - F listed in detail?	X			
2. Is the "Quantity" under schedules B - F reflected for respective items?	X			
3. Is the "Unit Price" and "Total Price" accurate for each item under schedules B - F?	X			
V. Agency Staffing Patterns Forms [BBMR SP-1]				
1. Are position titles correct?	X			
2. Are position numbers reflected?	X			
3. Are the salary levels consistent with the Civil Service Commission, Classification and Pay Plan?	X			
4. Are filled positions funded?	X			
5. Are vacancies reflected?	X			
6. Is funding for vacancies requested?		X		
7. Did request to fund vacancies receive Governor's approval?	N/A			
8. Are increment amounts reflected (should be no per Public Law)?	X			
9. Are rates reflected under "Benefits" correct?	X			
10. Are computations correct?	X			
VI. Federal Program Inventory Form [BBMR FP-1]				
1. Is the form complete and accurate?	N/A			
VII. Equipment/Capital Listing & Space Requirement Form [BBMR EL-1]				
1. Is the description of the equipment and/or capital item(s) detail?	X			
2. Is the "quantity" and "percentage of use" reflected?	X			
3. Are space requirements descriptive and total space reflected and accurate?	X			

DEPARTMENT:

Prepared By: Joseph B. Cruz, PCIII

_____
Date

Approved By: Jack P. Ibattig III, Admin. Director
(Signature of Dept/Agency Head)
12/06/2020
Date

BBMR ACTION

Recommendation

☐ Approval

☐ Disapproval

_____
Analyst

_____
Date

CHamoru Land Trust Commission

(Kumision Inangokkon Tano' CHamoru)

P.O. Box 2950 Hagåtña, Guåhan 96932 Phone: 649-5263 Ext. 400 Fax: 649-5383

Lourdes A. Leon Guerrero
Governor

Joshua F. Tenorio
Lieutenant Governor

Commission Members

G. Pika Fejeran
Chairwoman

Amanda L.G. Santos
Commissioner

Austin J. Duenas
Commissioner

Arlene P. Bordallo
Commissioner

Joseph I. Cruz
Commissioner

Jack E. Hattig III
Administrative Director

February 10, 2020

Memorandum

To: Lester L. Carlson Jr.
Director, Bureau of Budget and Management Research

From: Administrative Director

Subject: Fiscal Year 2021 Budget Ceiling

Buenas yan Håfa Adai!

Per BBMR Circular 20-04, the Chamorro Land Trust Commission hereby submits the attached budget documents for FY 2021.

Should you have any questions or require additional information, please contact Mr. Joey Cruz, Program Coordinator III, at 649-5263 ext. 430.

Senseramente,

Jack E. Hattig III

Attachments

Rev. 11/26/2019

Government of Guam
Fiscal Year 2021

Agency Budget Certification

RECEIVED
FEB 12 2020
Bureau of Budget and Management Research

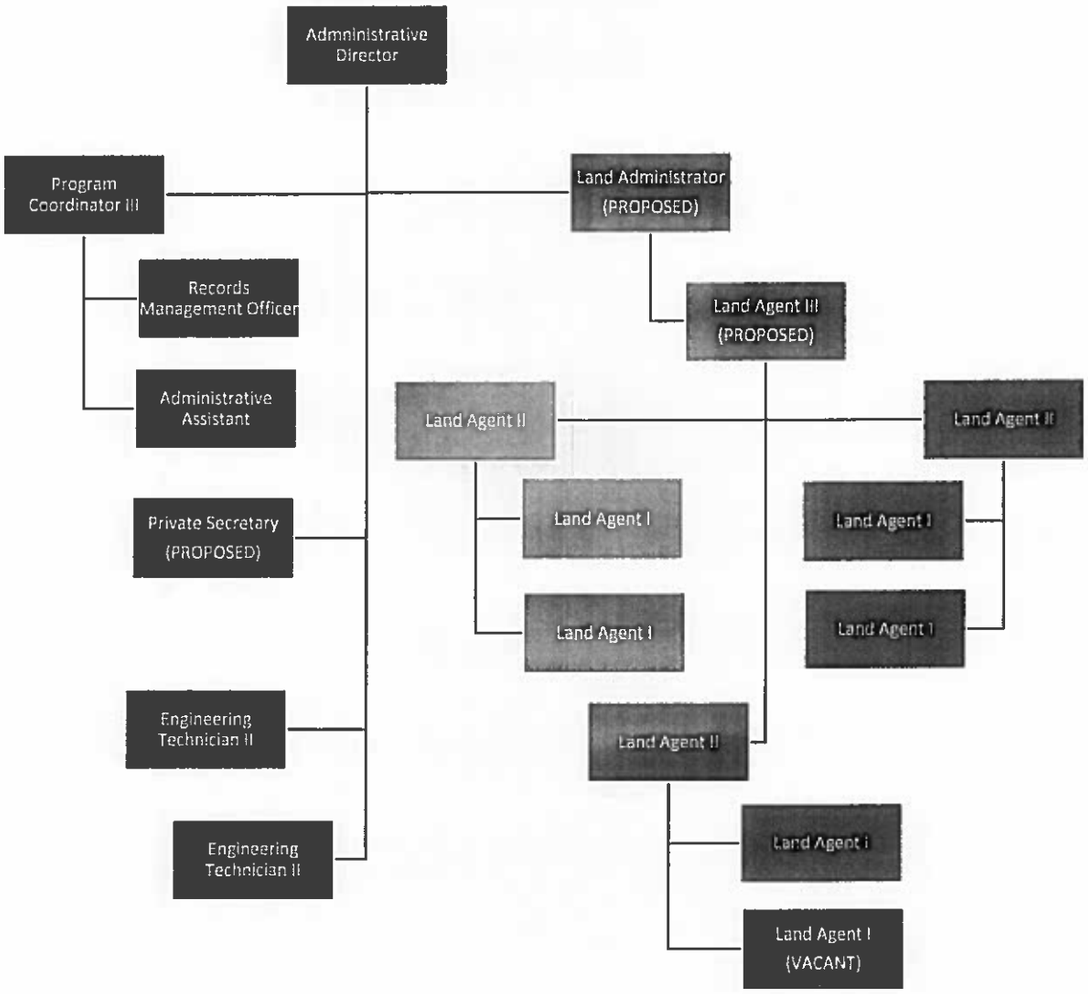
Agency: CHamoru Land Trust Commission

Agency Head: Jack E. Hattig III, Administrative Director

I certify that the attached budget, submitted herewith, has been reviewed for accuracy and that all requirements by the Bureau of Budget & Management Research (BBMR) have been met. I also acknowledge that this budget document will be returned to this department if any of the **BBMR requirements** is not met and/or if there are **inaccuracies** contained therein.

Agency Head: _____ Date: 12 Feb 2020

ORGANIZATIONAL CHART



Government of Guam
Fiscal Year 2021
Department / Agency Narrative

FUNCTION: **NATURAL RESOURCES**

DEPT. / AGENCY: **CHAMORU LAND TRUST COMMISSION**

MISSION STATEMENT:

- The mission of the CHamoru Land Trust Commission is to act exclusively in the interest of beneficiaries under the Chamorro Land Trust Act
- To hold and protect trust property for its beneficiaries
- To maintain and uphold their fiduciary responsibilities to the beneficiary of the trust
- To exercise due care and diligence in the management of Chamorro homelands

GOALS AND OBJECTIVES:

- To provide management functions, leadership and direction to the agency staff and commission that will ensure the protection and security of trust land inventories
- To carry out the legal mandates of the agency and administer the programs of each section
- To administer and manage the agency using "best-management practices", ensuring responsible management decisions, fairness, soundness, etc.
- To institute sound land use planning practices and principles that will protect trust lands and ensure efficient and effective award and use of these valuable and tangible asset

Decision Package
FY 2021

Department/Agency: CHamoru Land Trust Commission **Division/Section:**

Program Title: Administration and Management

Activity Description:
TO PROVIDE MANAGEMENT FUNCTIONS, LEADERSHIP AND DIRECTION TO THE AGENCY STAFF AND COMMISSION THAT WILL ENSURE THE PROTECTION AND SECURITY OF TRUST LAND INVENTORIES
TO CARRY OUT THE LEGAL MANDATES OF THE AGENCY AND ADMINISTER THE PROGRAMS OF EACH SECTION
TO ADMINISTER AND MANAGE THE AGENCY USING "BEST-MANAGEMENT PRACTICES', ENSURING RESPONSIBLE MANAGEMENT DECISIONS, FAIRNESS, SOUNDNESS, ETC
TO IMPLEMENT SOUND LAND USE PLANNING PRACTICES AND PRINCIPLES THAT WILL PROTECT TRUST LANDS AND ENSURE EFFECTIVE USE OF THESE VALUABLE AND TANGIBLE ASSETS
MAINTAIN DATABASE FOR ALL APPLICANTS AND LAND INFORMATION SYSTEM
PROCESS PAYROLL, PERONNEL, PROCUREMENT, BUDGET, AND TRAINING
PROCESS ALL FORMS, UTILITY REQUESTS, SURVEY AUTHORIZATIONS AND LEASE ISSUANCE
MAINTAIN AND MANAGE CLTC WEBSITE
PROVIDE CUSTOMER SERVICE TO THE PUBLIC
DOCUMENT AND MAINTAIN BOARD MEETING MINUTES AND TAPES

Major Objective(s):
To recruit a Adminstative Assistant, Land Agent III, Land Agent Supervisor to assist the Program Coordinator III to manage FISCAL controls, and assist with administrative duties of the CLTC: procurements, files managements, financial reviews, budget submittals, monitors lease revenues, and other related duties.
To recruit a Data Control Clerk to maintain the database of all applicants.
To continue to pursue adequate staffing for the Agency on an as-needed basis that will ensure efficient administration of it's programs
To work with the Department of Administration in developing a system to monitor CLTC licensees/lessees license/lease payments by vendor numbers /vendor names
To work with the Department of Administration and Department of Revenue & Taxation in developing a system to monitor property tax on CLTC owned parcels
To work with other GovGuam agencies and financial institutions to monitor CLTC Licensee/Lessees established loans to mitigate foreclosure or defaults
To administer the overall agency programs, mandates, and to exercise fiscally responsible decisions and expenditures

Short-term Goals:
Increase staffing to meet the goals and objectives
Increase IT capabilities to digitaize records
Research document management system for files/data management and record keeping

Workload Output			
Workload Indicator:	**FY 2019 Level of Accomplishment**	**FY 2020 Anticipated Level**	**FY 2021 Projected Level**
Commission Meetings	16	13	12
Utility Authorization Issued	180	250	350
Survey Authorization Issued	30	60	120
Residential Lease	4	30	60
Agriculture Lease	4	30	60
Commercial Lease	0	3	2

Decision Package
FY 2021

Department/Agency: CHamoru Land Trust Commission **Division/Section:** _____

Program Title: Land Services

Activity Description:
PROCESS RESIDENTIAL AND AGRICULTURE APPLICATIONS
CONDUCT FIELD INSPECTIONS OF OCCUPANTS ON CLTC LANDS
CONDUCT LOT SHOWING FOR CLIENTS AWARDED A LEASE
CONDUCT INSPECTIONS OF CLTC PROPERTIES TO ENSURE COMPLIANCE
PROVIDE CUSTOMER SERVICE TO CLIENTS AND APPLICANTS
PROVIDE CASE MANAGEMENT TO CLIENTS SEEKING FINANCIAL, TECHNICAL, OR REGULATORY INFORMATION IN DEVELOPING THEIR PROPERTIES

Major Objective(s):
To network with regulatory agencies and departments in ensuring land use enforcement, monitoring, regulatory tasks toward protecting Trust properties
Continue working with selected GovGuam agencies and private entities in "master planning" of all Trust land inventories
Manage and update the comprehensive land inventory of all Trust lands and to categorized lands using a master matrix database that will identify all physical constraints, characteristics, physical land features, etc.
To work with Planning Division ensuring that Trust Land comply with land use laws (Land registration, surveying &
To identify all Trust lands that have "commercial potential" based on physical locations, characteristics, infrastructure availability, etc.
Augment the commercial programs, including commercial farming industry in coordination with Department of Agriculture, USDA
Research DLM document system to obtain property title, deeds, quit claims etc. for CLTC non-recorded, non-registered lands

Short-term Goals:
Continue processing applications
Continue to research land inventories to transfer to CLTC
Reconcile of inventory of land registration of CLTC lots
Develop master land use plan for CLTC lands, update lots zoning, develop zoning maps
Continue to survey and record land survey maps of Chamorro Land Trust parcels
Continue to schedule compliance inspections with guidance by Department of Agriculture

Workload Output

Workload Indicator:	FY 2019 Level of Accomplishment	FY 2020 Anticipated Level	FY 2021 Projected Level
Completed Application Processing	65	80	95
Completed Field Inspections	400	500	600
Completed Lot Showings	150	200	300
Completed Compliance Inspections	42	50	60

Decision Package
FY 2021

Department/Agency: CHamoru Land Trust Commission **Division/Section:** _____

Program Title Maps, Records, Library, and GIS Information

Activity Description:
RECORD MAINTENANCE, RECORDS MANAGEMENT AND ARCHIVES

DIGITIZE INFORMATION STORAGE/PROCESSING AND HARDWARE AND SOFTWARE NEEDS

MAINTAIN MAP INVENTORY AND RECORDS OF ALL NEW LOT SURVEYS

Major Objective(s):
To review and process maps in a timely, reasonable and efficient manner
To provide for the security of all maps, documents, and records of the commission
To provide for the digitization and archiving of all Commission Maps, Documents, and records
To provide for the special needs of the Commission, it's operations and staff relative to information and communication technology, computer hardware and its necessary software programs, coordinating and building with other GovGuam agencies in terms of information technology.

Short-term Goals:
To provide for the security of all Commission Maps, documents, and records
To provide for adequate space relative to all Commission maps, documents, and records
Increase IT capabilities to digitalize records
Research document management system for data management and record keeping
Continue to record of CLTC maps

Workload Output

Workload Indicator:	FY 2019 Level of Accomplishment	FY 2020 Anticipated Level	FY 2021 Projected Level
Records/Files Review	1300	1560	1870
Maps/Check Prints/Sketch Reviews	41	65	75
Maps Recorded	25	30	40
Digitize Records/Files	50	75	100

Decision Package
FY 2021

Department/Agency: CHamoru Land Trust Commission **Division/Section:** _____

Program Title Commercial

Activity Description:
TO ADMINISTER AND MANAGE THE AGENCY USING "BEST-MANAGEMENT PRACTICES', ENSURING RESPONSIBLE MANAGEMENT DECISIONS, FAIRNESS, SOUNDNESS, ETC
TO IMPLEMENT SOUND LAND USE PLANNING PRACTICES AND PRINCIPLES THAT WILL PROTECT TRUST LANDS AND ENSURE EFFECTIVE USE OF THESE VALUABLE AND TANGIBLE ASSETS
DEVELOP AND PROCESS COMMERCIAL LICENSE REQUEST
TO DEVELOP AND IMPLEMENT IDENTIFIED COMMERCIAL PROPERTIES
PREPARE AND RECOMMEND ACTIONS CONCERNING PROPERTIES DESIGNATED FOR COMMERCIAL USE
RECONCILE COMMERCIAL ACCOUNT FINANCIAL ACTIVITIES AND FOLLOW UP ON DELINQUENT ACCOUNTS FOR COLLECTION

Major Objective(s):
To continue working with selected GovGuam agencies and private entities in "master planning" of all Trust land inventories.
To manage and update the comprehensive land inventory of all Trust lands and to categorized lands using a master matrix database that will identify all physical constraints, characteristics, physical land features, etc.
To identify all Trust lands that have "commercial potential" based on physical locations, characteristics, infrastructure availability, etc.
To work with the Department of Administration in developing a system to monitor CLTC licensees/lessees payments by vendor numbers
To work with the Department of Administration and Department of Revenue & Taxation in developing a system to monitor property tax on CLTC owned parcels
To recruit for an administrative aide position to assist in administrative duties, processing requests, filing of records, accounting of funds, and monitor payments

Short-term Goals:
Facilitate the leasing of selected CLTC properties for commercial activities.
To reconcile commercial lease/license receivables

Workload Output

Workload Indicator:	FY 2019 Level of Accomplishment	FY 2020 Anticipated Level	FY 2021 Projected Level
Commercial account financial reviews	15	20	25
Commercial applications approved	0	3	6
Commercial applications processed	0	3	6
Field Inspections	15	20	30

Government of Guam
Fiscal Year 2021
Budget Digest

Function: General Government
Department: CHamoru Land Trust Commission
Program: SUMMARY
5624A2044******* (Per OFB Request)
5669A2044******* (Per OFB Request)
5100A2044******* (Per OFB Request)

		A	B	C	D	E	F	G	H	I	J	K	L
		GENERAL FUND			SPECIAL FUND 1/			FEDERAL MATCH			GRAND TOTAL (ALL FUNDS)		
AS400 Account Code	Appropriation Classification	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances (A + D + G)	FY 2020 Authorized Level (B + E + H)	FY 2021 Governor's Request (C + F + I)
	PERSONNEL SERVICES												
111	Regular Salaries/Increments/Special Pay:	0	0	0	536,315	589,684	604,714	0	0	0	536,315	589,684	604,714
112	Overtime:	0	0	0	0	0	0	0	0	0	0	0	0
113	Benefits:	0	0	0	185,304	202,798	241,929	0	0	0	185,304	202,798	241,929
	TOTAL PERSONNEL SERVICES	$0	$0	$0	$721,619	$792,482	$846,643	$0	$0	$0	$721,619	$792,482	$846,643
	OPERATIONS												
220	TRAVEL- Off-Island/Local Mileage Reimburs:	0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0						
230	CONTRACTUAL SERVICES:	0	0	41,054	82,694	90,848	96,266	0	0	0	82,694	90,848	137,320
					0	0	0						
233	OFFICE SPACE RENTAL:	0	0	0	124,390	124,391	124,391	0	0	0	124,390	124,391	124,391
					0	0	0						
240	SUPPLIES & MATERIALS:	0	0	3,946	5,165	15,000	5,350	0	0	0	5,165	15,000	9,296
					0	0	0						
250	EQUIPMENT:	0	0	0	17,664	0	121,250	0	0	0	17,664	0	121,250
					0	0	0						
270	WORKERS COMPENSATION:	0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0						
271	DRUG TESTING:	0	0	0	40	80	80	0	0	0	40	80	80
					0	0	0						
280	SUB-RECIPIENT/SUBGRANT:	0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0						
290	MISCELLANEOUS:	0	0	0	2,900	7,200	7,200	0	0	0	2,900	7,200	7,200
	TOTAL OPERATIONS	$0	$0	$45,000	$232,853	$237,519	$354,537	$0	$0	$0	$232,853	$237,519	$399,537
	UTILITIES												
361	Power:	0	0	0	0	0	0	0	0	0	0	0	0
362	Water/ Sewer:	0	0	0	0	0	0	0	0	0	0	0	0
363	Telephone/ Toll:	0	0	0	0	17,831	17,429	0	0	0	0	17,831	17,429
	TOTAL UTILITIES	$0	$0	$0	$0	$17,831	$17,429	$0	$0	$0	$0	$17,831	$17,429
450	CAPITAL OUTLAY	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	TOTAL APPROPRIATIONS	$0	$0	$45,000	$954,472	$1,047,832	$1,218,609	$0	$0	$0	$954,472	$1,047,832	$1,263,609
	1/ Chamorro Land Trust Operations Fund												
	2/ CLTC Survey & Infrastructure Fund												
	3/ CLTC General Fund												
	FULL TIME EQUIVALENCIES (FTEs)												
	UNCLASSIFIED:	0	0	0	1	1	1	0	0	0	1	1	1
	CLASSIFIED:	0	0	0	13	13	13	0	0	0	13	13	13
	TOTAL FTEs	0.00	0.00	0.00	14.00	14.00	14.00	0.00	0.00	0.00	14.00	14.00	14.00

Doc. No. 35GL-20-1596.*

Function: General Government
Department: CHamoru Land Trust Commission
Program: CLTC Operations
5624A204400SE201 (Per OFB Request)

Government of Guam
Fiscal Year 2021
Budget Digest

		A	B	C	D	E	F	G	H	I	J	K	L
		GENERAL FUND			SPECIAL FUND 1/			FEDERAL MATCH			GRAND TOTAL (ALL FUNDS)		
AS400 Account Code	Appropriation Classification	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances (A + D + G)	FY 2020 Authorized Level (B + E + H)	FY 2021 Governor's Request (C + F + I)
	PERSONNEL SERVICES												
111	Regular Salaries/Increments/Special Pay:	0	0	0	536,315	589,684	507,848	0	0	0	536,315	589,684	507,848
112	Overtime:	0	0	0	0	0	0	0	0	0	0	0	0
113	Benefits:	0	0	0	185,304	202,798	205,141	0	0	0	185,304	202,798	205,141
	TOTAL PERSONNEL SERVICES	$0	$0	$0	$721,619	$792,482	$712,989	$0	$0	$0	$721,619	$792,482	$712,989
	OPERATIONS												
220	TRAVEL- Off-Island/Local Mileage Reimburs:	0	0	0	0	0	0	0	0	0	0	0	0
230	CONTRACTUAL SERVICES:	0	0	0	82,694	90,848	43,152	0	0	0	82,694	90,848	43,152
233	OFFICE SPACE RENTAL:	0	0	0	124,390	124,391	124,391	0	0	0	124,390	124,391	124,391
240	SUPPLIES & MATERIALS:	0	0	0	5,165	15,000	0	0	0	0	5,165	15,000	0
250	EQUIPMENT:	0	0	0	17,664	0	0	0	0	0	17,664	0	0
270	WORKERS COMPENSATION:	0	0	0	0	0	0	0	0	0	0	0	0
271	DRUG TESTING:	0	0	0	40	80	80	0	0	0	40	80	80
280	SUB-RECIPIENT/SUBGRANT:	0	0	0	0	0	0	0	0	0	0	0	0
290	MISCELLANEOUS:	0	0	0	2,900	7,200	7,200	0	0	0	2,900	7,200	7,200
	TOTAL OPERATIONS	$0	$0	$0	$232,853	$237,519	$174,823	$0	$0	$0	$232,853	$237,519	$174,823
	UTILITIES												
361	Power:	0	0	0	0	0	0	0	0	0	0	0	0
362	Water/ Sewer:	0	0	0	0	0	0	0	0	0	0	0	0
363	Telephone/ Toll:	0	0	0	0	17,831	17,429	0	0	0	0	17,831	17,429
	TOTAL UTILITIES	$0	$0	$0	$0	$17,831	$17,429	$0	$0	$0	$0	$17,831	$17,429
450	CAPITAL OUTLAY	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	TOTAL APPROPRIATIONS	$0	$0	$0	$954,472	$1,047,832	$905,241	$0	$0	$0	$954,472	$1,047,832	$905,241
	1/ Chamorro Land Trust Operations Fund												
	FULL TIME EQUIVALENCIES (FTEs)												
	UNCLASSIFIED:	0	0	0	1	1	1	0	0	0	1	1	1
	CLASSIFIED:	0	0	0	13	13	11	0	0	0	13	13	11
	TOTAL FTEs	0.00	0.00	0.00	14.00	14.00	12.00	0.00	0.00	0.00	14.00	14.00	12.00

Doc. No. 35GL-20-1596.*

Function: General Government
Department: CHamoru Land Trust Commission
Program: CLTC Survey & Infrastructure Fund
5669A204400SE201 (Per OFB Request)

Government of Guam
Fiscal Year 2021
Budget Digest

		A	B	C	D	E	F	G	H	I	J	K	L
		GENERAL FUND			SPECIAL FUND 1/			FEDERAL MATCH			GRAND TOTAL (ALL FUNDS)		
AS400 Account Code	Appropriation Classification	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances (A + D + G)	FY 2020 Authorized Level (B + E + H)	FY 2021 Governor's Request (C + F + I)
	PERSONNEL SERVICES												
111	Regular Salaries/Increments/Special Pay:	0	0	0	0	0	96,866	0	0	0	0	0	96,866
112	Overtime:	0	0	0	0	0	0	0	0	0	0	0	0
113	Benefits:	0	0	0	0	0	36,788	0	0	0	0	0	36,788
	TOTAL PERSONNEL SERVICES	$0	$0	$0	$0	$0	$133,654	$0	$0	$0	$0	$0	$133,654
	OPERATIONS												
220	TRAVEL- Off-Island/Local Mileage Reimburs:	0	0	0	0	0	0	0	0	0	0	0	0
230	CONTRACTUAL SERVICES:	0	0	0	0	0	53,114	0	0	0	0	0	53,114
233	OFFICE SPACE RENTAL:	0	0	0	0	0	0	0	0	0	0	0	0
240	SUPPLIES & MATERIALS:	0	0	0	0	0	5,350	0	0	0	0	0	5,350
250	EQUIPMENT:	0	0	0	0	0	121,250	0	0	0	0	0	121,250
270	WORKERS COMPENSATION:	0	0	0	0	0	0	0	0	0	0	0	0
271	DRUG TESTING:	0	0	0	0	0	0	0	0	0	0	0	0
280	SUB-RECIPIENT/SUBGRANT:	0	0	0	0	0	0	0	0	0	0	0	0
290	MISCELLANEOUS:	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL OPERATIONS	$0	$0	$0	$0	$0	$179,714	$0	$0	$0	$0	$0	$179,714
	UTILITIES												
361	Power:	0	0	0	0	0	0	0	0	0	0	0	0
362	Water/ Sewer:	0	0	0	0	0	0	0	0	0	0	0	0
363	Telephone/ Toll:	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL UTILITIES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
450	CAPITAL OUTLAY	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	TOTAL APPROPRIATIONS	$0	$0	$0	$0	$0	$313,368	$0	$0	$0	$0	$0	$313,368
	2/ CLTC Survey & Infrastructure Fund												
	FULL TIME EQUIVALENCIES (FTEs)												
	UNCLASSIFIED:	0	0	0	0	0	0	0	0	0	0	0	0
	CLASSIFIED:	0	0	0	0	0	2	0	0	0	0	0	2
	TOTAL FTEs	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	2.00

Function: General Government
Department: CHamoru Land Trust Commission
Program: CLTC - GENERAL FUND
5100A204400SE201 (Per OFB Request)

Government of Guam
Fiscal Year 2021
Budget Digest

		A	B	C	D	E	F	G	H	I	J	K	L
		GENERAL FUND			SPECIAL FUND 1/			FEDERAL MATCH			GRAND TOTAL (ALL FUNDS)		
AS400 Account Code	Appropriation Classification	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances	FY 2020 Authorized Level	FY 2021 Governor's Request	FY 2019 Expenditures & Encumbrances (A + D + G)	FY 2020 Authorized Level (B + E + H)	FY 2021 Governor's Request (C + F + I)
	PERSONNEL SERVICES												
111	Regular Salaries/Increments/Special Pay:	0	0	0	0	0	0	0	0	0	0	0	0
112	Overtime:	0	0	0	0	0	0	0	0	0	0	0	0
113	Benefits:	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL PERSONNEL SERVICES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	OPERATIONS												
220	TRAVEL- Off-Island/Local Mileage Reimburs:	0	0	0	0	0	0	0	0	0	0	0	0
230	CONTRACTUAL SERVICES:	0	0	41,054	0	0	0	0	0	0	0	0	41,054
233	OFFICE SPACE RENTAL:	0	0	0	0	0	0	0	0	0	0	0	0
240	SUPPLIES & MATERIALS:	0	0	3,946	0	0	0	0	0	0	0	0	3,946
250	EQUIPMENT:	0	0	0	0	0	0	0	0	0	0	0	0
270	WORKERS COMPENSATION:	0	0	0	0	0	0	0	0	0	0	0	0
271	DRUG TESTING:	0	0	0	0	0	0	0	0	0	0	0	0
280	SUB-RECIPIENT/SUBGRANT:	0	0	0	0	0	0	0	0	0	0	0	0
290	MISCELLANEOUS:	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL OPERATIONS	$0	$0	$45,000	$0	$0	$0	$0	$0	$0	$0	$0	$45,000
	UTILITIES												
361	Power:	0	0	0	0	0	0	0	0	0	0	0	0
362	Water/ Sewer:	0	0	0	0	0	0	0	0	0	0	0	0
363	Telephone/ Toll:	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL UTILITIES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
450	CAPITAL OUTLAY	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	TOTAL APPROPRIATIONS	$0	$0	$45,000	$0	$0	$0	$0	$0	$0	$0	$0	$45,000
	FULL TIME EQUIVALENCIES (FTEs)												
	UNCLASSIFIED:	0	0	0	0	0	0	0	0	0	0	0	0
	CLASSIFIED:	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL FTEs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3/ CLTC Survey & Infrastructure Fund

Doc. No. 35GL-20-1596.*

Schedule A - Off-Island Travel

Department/Agency: Department of Land Management
Division: CHamoru Land Trust Commission
Program: Land, Housing and Natural Resources
CLTC Operations Fund

Purpose / Justification for Travel
N/A

Travel Date: _____ **No. of Travelers:** _____ 1/

Position Title of Traveler(s)	Air Fare	Per diem 2/	Registration	Total Cost
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -

Purpose / Justification for Travel
N/A

Travel Date: _____ **No. of Travelers:** _____ 1/

Position Title of Traveler(s)	Air Fare	Per diem 2/	Registration	Total Cost
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -

Purpose / Justification for Travel
N/A

Travel Date: _____ **No. of Travelers:** _____ 1/

Position Title of Traveler(s)	Air Fare	Per diem 2/	Registration	Total Cost
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -

1/ Provide justification for multiple travelers attending the same conference / training / etc.
2/ Rates must be consistent with Title 5 GCA, Div.2, Ch.23, §23104 and federal Joint Travel Regulations

Schedule A - Off-Island Travel

Department/Agency: Department of Land Management
Division: CHamoru Land Trust Commission
Program: Land, Housing and Natural Resources
CLTC Survey & Infrastructure Fund

Purpose / Justification for Travel
N/A

Travel Date: _____ **No. of Travelers:** _____ 1/

Position Title of Traveler(s)	Air Fare	Per diem 2/	Registration	Total Cost
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -

Purpose / Justification for Travel
N/A

Travel Date: _____ **No. of Travelers:** _____ 1/

Position Title of Traveler(s)	Air Fare	Per diem 2/	Registration	Total Cost
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -

Purpose / Justification for Travel
N/A

Travel Date: _____ **No. of Travelers:** _____ 1/

Position Title of Traveler(s)	Air Fare	Per diem 2/	Registration	Total Cost
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -

1/ Provide justification for multiple travelers attending the same conference / training / etc.
2/ Rates must be consistent with Title 5 GCA, Div.2, Ch.23, §23104 and federal Joint Travel Regulations

Schedule A - Off-Island Travel

Department/Agency: Department of Land Management
Division: CHamoru Land Trust Commission
Program: Land, Housing and Natural Resources
CLTC - GENERAL FUND

Purpose / Justification for Travel				
N/A				
Travel Date: _____		**No. of Travelers:** _____ 1/		
Position Title of Traveler(s)	**Air Fare**	**Per diem 2/**	**Registration**	**Total Cost**
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -

Purpose / Justification for Travel				
N/A				
Travel Date: _____		**No. of Travelers:** _____ 1/		
Position Title of Traveler(s)	**Air Fare**	**Per diem 2/**	**Registration**	**Total Cost**
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -

Purpose / Justification for Travel				
N/A				
Travel Date: _____		**No. of Travelers:** _____ 1/		
Position Title of Traveler(s)	**Air Fare**	**Per diem 2/**	**Registration**	**Total Cost**
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -

1/ Provide justification for multiple travelers attending the same conference / training / etc.
2/ Rates must be consistent with Title 5 GCA, Div.2, Ch.23, §23104 and federal Joint Travel Regulations

Schedule B - Contractual

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
Legal Services (MOU)	0	$0.00	$ -	$ 41,054.00	$ (41,054.00)
Audit Services	1	$28,000.00	$ 28,000.00	$ 27,500.00	$ 500.00
Advertisements - Miscellaneous	0	$3,658.00	$ -	$ 3,658.00	$ (3,658.00)
Advertisements - 2x monthly meetings	1	$2,696.00	$ 2,696.00	$ 6,401.00	$ (3,705.00)
Additional Onbase Enterprise Software License	1	$1,716.00	$ 1,716.00	$ 1,716.00	$ -
Copier Services	12	$850.00	$ 10,200.00	$ 10,200.00	$ -
Vehicle Maintenance & Repairs	0	$7,550.00	$ -	$ 7,550.00	$ (7,550.00)
Property Taxes	0	$0.00	$ -	$ 1,697.00	$ (1,697.00)
QuickBooks Renewal	0	$0.00	$ -	$ 6,930.00	$ (6,930.00)
Active Directory	1	$540.00	$ 540.00	$ -	$ 540.00
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -		$ -
	0	$0.00	$ -	$ -	$ -
Total Contractual			$ 43,152.00		

Schedule C - Supplies & Materials

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
Office Supplies	0	$400.00	$ -	$ 7,800.00	$ (7,800.00)
Fuel	0	$400.00	$ -	$ 7,200.00	$ (7,200.00)
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
Total Supplies & Materials			$ -		

Schedule D - Equipment

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
Total Equipment			$ -		

Schedule E - Miscellaneous

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
Stipends, 6 mem x $50 x 2 mtg/mo = $600	12	$600.00	$ 7,200.00	$ 7,200.00	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
Total Miscellaneous			$ 7,200.00		

Schedule F - Capital Outlay

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
	0	$0.00	$ -	$ -	$ -
N/A	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
Total Capital Outlay			$ -		

Schedule B - Contractual

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
Surveying	1	$41,054.00	$ 41,054.00	$ -	$ 41,054.00
Advertisements - Miscellaneous	1	$3,658.00	$ 3,658.00	$ -	$ 3,658.00
Vehicle Maintenance & Repairs	1	$4,000.00	$ 4,000.00	$ -	$ 4,000.00
Land Registration	1	$4,402.00	$ 4,402.00	$ -	$ 4,402.00
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -		$ -
	0	$0.00	$ -		$ -
	0	$0.00	$ -		$ -
	0	$0.00	$ -	$ -	$ -
Total Contractual			$ 53,114.00		

Schedule C - Supplies & Materials

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
Fuel	1	$5,350.00	$ 5,350.00	$ -	$ 5,350.00
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
Total Supplies & Materials			$ 5,350.00		

Schedule D - Equipment

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
Laptop	3	$4,000.00	$ 12,000.00	$ -	$ 12,000.00
Tablet with GPS	3	$350.00	$ 1,050.00	$ -	$ 1,050.00
Desk Top Computers	14	$4,000.00	$ 56,000.00	$ -	$ 56,000.00
UPS Back Battery	14	$300.00	$ 4,200.00	$ -	$ 4,200.00
Server	1	$48,000.00	$ 48,000.00	$ -	$ 48,000.00
Total Equipment			$ 121,250.00		

Schedule E - Miscellaneous

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
	0	$0.00	$ -	$ -	$ -
N/A	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
Total Miscellaneous			$ -		

Schedule F - Capital Outlay

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
	0	$0.00	$ -	$ -	$ -
N/A	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
Total Capital Outlay			$ -		

Schedule B - Contractual

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
Legal Services (MOU)	1	$41,054.00	$ 41,054.00	$ -	$ 41,054.00
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -		$ -
	0	$0.00	$ -		$ -
	0	$0.00	$ -		$ -
	0	$0.00	$ -	$ -	$ -
Total Contractual			$ 41,054.00		

Schedule C - Supplies & Materials

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
Office Supplies	1	$3,946.00	$ 3,946.00	$ -	$ 3,946.00
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
Total Supplies & Materials			$ 3,946.00		

Schedule D - Equipment

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
	0	$0.00	$ -	$ -	$ -
N/A	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
Total Equipment			$ -		

Schedule E - Miscellaneous

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
	0	$0.00	$ -	$ -	$ -
N/A	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
Total Miscellaneous			$ -		

Schedule F - Capital Outlay

Item	Quantity	Unit Price	FY 2021 Request	FY 2020 Authorized	Variance Increase/(Decrease)
	0	$0.00	$ -	$ -	$ -
N/A	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
	0	$0.00	$ -	$ -	$ -
Total Capital Outlay			$ -		

Government of Guam
Fiscal Year 2021
Agency Staffing Pattern
(PROPOSED)

FUNCTIONAL AREA: GENERAL GOVERNMENT

DEPARTMENT/AGENCY: CHAMORU LAND TRUST COMMISSION

PROGRAM: SUMMARY

FUND: CHAMORRO LAND TRUST OPERATIONS FUND & SURVEY AND INFRASTRUCTURE FUND

	Input by Department														Input by Department			
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)
								Increment			Benefits								
No.	Position Number	Position Title	Name of Incumbent	Grade/ Step	Salary	Overtime	Special*	Date	Amt.	(E+F+G+I) Subtotal	Retirement (J * 26.28%) 1/	Retire (DDI) ($19.01*26PP) 2/	Social Security (6.2% * J)	Medicare (1.45% * J)	Life 3/	Medical (Premium)	Dental (Premium)	Total Benefits (K thru Q)	(J + R) TOTAL
	----	OPERATIONS FUND	----	----				----											
1	----	CLTC - Funded	----	----	500.628	0	0	----	7.220	507.848	143.467	4.950	0	7.365	2.244	43.942	3.173	205.141	712.989
2	----	CLTC - Unfunded	----	----	0	0	0	----	0	0	0	0	0	0	0	0	0	0	0
3	----		----	----				----											
4	----	SURVEY & INFRASTRUCTURE FUND	----	----				----											
5	----		----	----				----											
6	----	CLTC - Funded	----	----	96.866	0	0	----	0	96.866	27.365	0	0	1.404	374	7.116	529	36.788	133.654
7	----		----	----				----											
8	----		----	----				----											
9	----		----	----				----											
10	----		----	----				----											
11	----		----	----				----											
12	----		----	----				----											
13	----		----	----				----											
14	----		----	----				----											
15	----		----	----				----											
16	----		----	----				----											
17	----		----	----				----											
18	----		----	----				----											
19	----		----	----				----											
20	----		----	----				----											

			GRAND TOTAL	----	$597.494	$0	$0	----	$7.220	$604.714	$170.832	$4.950	$0	$8.769	$2.618	$51.058	$3.702	$241.929	$846.643

* Night Differential / Hazardous / Worker's Compensation / etc.

1/ FY 2021 (Proposed) GovGuam contribution rate of 26.28% for the Government of Guam Retirement is subject to change.

2/ FY 2021 (Proposed) GovGuam contribution rate of $19.01 (bi-weekly) for DDI is subject to change.

3/ FY 2021 (Proposed) GovGuam contribution rate of $187 (per annum) for Life Insurance is subject to change.

Government of Guam
Fiscal Year 2021
Agency Staffing Pattern
(PROPOSED)

FUNCTIONAL AREA: GENERAL GOVERNMENT

DEPARTMENT/AGENCY: CHAMORU LAND TRUST COMMISSION

PROGRAM: CHAMORU LAND TRUST COMMISSION (CLTC Page 1 of 3)

FUND: CHAMORRO LAND TRUST OPERATIONS 5624A204400SE201 (per OFB Request)

	Input by Department														Input by Department			
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)
								Increment			Benefits								
No.	Position Number	Position Title 1/	Name of Incumbent	Grade/ Step	Salary	Overtime	Special*	Date	Amt.	(E+F+G+I) Subtotal	Retirement (J * 28.25%) 2/	Retire (DDI) ($19.01*26PP) 3/	Social Security (6.2% * J)	Medicare (1.45% * J)	Life 4/	Medical (Premium)	Dental (Premium)	Total Benefits (K thru Q)	(J + R) TOTAL
1	CLTC-001	UC - Administrative Director	Hattig, Jack III	EP-10	$76,174	0	0	N/A	$0	$76,174	$21,519	$495	$0	$1,105	$187	$7,101	$468	$30,875	$107,049
2	CLTC-002	Land Agent II	Casem, Jhoana Marie V.	K-06	40,841	0	0	7/30/2021	387	41,228	$11,647	495	0	598	187	2,817	248	15,992	57,220
3	CLTC-003	Program Coordinator III	Cruz, Joseph B. Jr.	N-05	52,235	0	0	6/13/2021	660	52,895	$14,943	495	0	767	187	2,817	248	19,457	72,352
4	CLTC-030	Land Agent I	Taleu, Lydia E.	I-05	33,182	0	0	3/1/2021	733	33,915	$9,581	495	0	492	187	2,817	248	13,820	47,735
5	CLTC-032	Records Management Officer	Cruz, Gary F.	J-10	42,661	0	0	3/21/2021	790	43,451	$12,275	0	0	630	187	7,101	468	20,661	64,112
6	CLTC-042	Land Agent I	Gumataotao, John J.	I-05	33,182	0	0	2/8/2021	838	34,020	$9,611	495	0	493	187	0	0	10,786	44,806
7	CLTC-056	Land Agent I	Nededog, Lorraine S.	I-07	35,744	0	0	10/27/2020	1,134	36,878	$10,418	495	0	535	187	2,817	0	14,452	51,330
8	CLTC-066	Land Agent I	Jocson, TinaRose T.	I-03	30,803	0	0	9/24/2021	97	30,900	$8,729	495	0	448	187	2,817	248	12,924	43,824
9	CLTC-071	Administrative Assistant	Topasna, Teresa T.	J-09	41,349	0	0	11/30/2021		41,349	$11,681	0	0	600	187	1,438	248	14,154	55,503
10	CLTC-079	Land Agent II	Eay, Glenn R.	K-07	42,389	0	0	6/30/2021	448	42,837	$12,101	495	0	621	187	4,299	281	17,984	60,821
11	CLTC-081	Land Agent I	Dayday, Jessica S.	I-02	29,679	0	0	10/1/2020	1,124	30,803	$8,702	495	0	447	187	7,101	468	17,400	48,203
12	CLTC-1075	Land Agent II	Chargualaf, Eileen A.	K-07	42,389	0	0	1/31/2021	1,009	43,398	$12,260	495	0	629	187	2,817	248	16,636	60,034
13					0	0	0		0	0	0	0	0	0	0	0	0	0	0
14					0	0	0		0	0	0	0	0	0	0	0	0	0	0
15					0	0	0		0	0	0	0	0	0	0	0	0	0	0
16					0	0	0		0	0	0	0	0	0	0	0	0	0	0
17					0	0	0		0	0	0	0	0	0	0	0	0	0	0
18					0	0	0		0	0	0	0	0	0	0	0	0	0	0
19					0	0	0		0	0	0	0	0	0	0	0	0	0	0
20					0	0	0		0	0	0	0	0	0	0	0	0	0	0
21					0	0	0		0	0	0	0	0	0	0	0	0	0	0
22					0	0	0		0	0	0	0	0	0	0	0	0	0	0
23					0	0	0		0	0	0	0	0	0	0	0	0	0	0
24					0	0	0		0	0	0	0	0	0	0	0	0	0	0
25					0	0	0		0	0	0	0	0	0	0	0	0	0	0
			Grand Total:	—	$500,628	$0	$0	----	$7,220	$507,848	$143,467	$4,950	$0	$7,365	$2,244	$43,942	$3,173	$205,141	$712,989

* Night Differential / Hazardous / Worker's Compensation / etc.

1/ Indicate "(LTA)" or "(Temp.)" next to Position Title (where applicable).

2/ FY 2021 (Proposed) GovGuam contribution rate of 26.28% for the Government of Guam Retirement is subject to change.

3/ FY 2021 (Proposed) GovGuam contribution rate of $19.01 (bi-weekly) for DDI is subject to change.

4/ FY 2021 (Proposed) GovGuam contribution rate of $187 (per annum) for Life Insurance is subject to change.

Government of Guam
Fiscal Year 2021
Agency Staffing Pattern
(PROPOSED)

Input by Department

	(A)	(B)	(C)	(D)	Special Pay Categories (E)	(F)	(G)	(H)	(I)	(J)	(K)
					1/	2/	3/	4/	5/	6/	
No.	Position Number	Position Title	Name of Incumbent	Holiday Pay	Night Differential Pay 10%	Hazard 10%	Hazard 8%	Nurse Sunday Pay 1.5	Nurse Pay 1.5	EMT Pay 15%	D+E+F+G+H+I+J) Subtotal
1	CLTC-001	UC - Administrative Director	Hattig, Jack III	$0	$0	$0	$0	$0	$0	$0	$0
2	CLTC-002	Land Agent II	Casem, Jhoana Marie V.	0	0	0	0	0	0	0	0
3	CLTC-003	Program Coordinator III	Cruz, Joseph B. Jr.	0	0	0	0	0	0	0	0
4	CLTC-030	Land Agent I	Taleu, Lydia E.	0	0	0	0	0	0	0	0
5	CLTC-032	Records Management Officer	Cruz, Gary F.	0	0	0	0	0	0	0	0
6	CLTC-042	Land Agent I	Gumataotao, John J.	0	0	0	0	0	0	0	0
7	CLTC-056	Land Agent I	Nededog, Lorraine S.	0	0	0	0	0	0	0	0
8	CLTC-066	Land Agent I	Jocson, TinaRose T.	0	0	0	0	0	0	0	0
9	CLTC-071	Administrative Assistant	Topasna, Teresa T.	0	0	0	0	0	0	0	0
10	CLTC-079	Land Agent II	Eay, Glenn R.	0	0	0	0	0	0	0	0
11	CLTC-081	Land Agent I	Dayday, Jessica S.	0	0	0	0	0	0	0	0
12	CLTC-1075	Land Agent II	Chargualaf, Eileen A.	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0
17	0	0	0	0	0	0	0	0	0	0	0
18	0	0	0	0	0	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0
			Grand Total:	$0	$0	$0	$0	$0	$0	$0	$0

1/ 10% of reg. rate, applicable from 6pm-6am. employee must work 4 hours consecutive after 6pm for entitlement of the pay

2/ Applies to law enforcement personnel

3/ Applies to solid waste employees

4/ 1 ½ of reg. rate of pay from 12am Friday to 12 midnight Sunday

5/ 1 ½ of reg. rate of pay on daily work exceeding 8 hours

6/ Applicable only to GFD ambulatory service personnel. 15% of reg. rate of pay

Government of Guam
Fiscal Year 2021
Agency Staffing Pattern
(PROPOSED)

FUNCTIONAL AREA: GENERAL GOVERNMENT

DEPARTMENT/AGENCY: CHAMORU LAND TRUST COMMISSION

PROGRAM: CHAMORU LAND TRUST COMMISSION (CLTC Page 2 of 3)

FUND: CHAMORRO LAND TRUST OPERATIONS 5624A204400SE201 (per OFB Request)

	Input by Department															Input by Department			
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)
								Increment			Benefits								
No.	Position Number	Position Title 1/	Name of Incumbent	Grade/ Step	Salary	Overtime	Special*	Date	Amt.	(E+F+G+I) Subtotal	Retirement (J * 28.25%) 2/	Retire (DDI) ($19.01*26PP) 3/	Social Security (6.2% * J)	Medicare (1.45% * J)	Life 4/	Medical (Premium)	Dental (Premium)	Total Benefits (K thru Q)	(J + R) TOTAL
1	CLTC-048	Survey Worker	VACANT 1/25/03	E-1	$0	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
2	CLTC-030	Land Agent I	VACANT 8/1/16 (Casem, J.)	I-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
3	CLTC-046	Planner IV	VACANT 6/9/10 (Lujan, K.)	O-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
4	CLTC-050	Word Processing Secretary II	VACANT 5/31/16 (Topasna, T.)	H-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
5	CLTC-060	Planner II	VACANT 9/10/16 (Baker, J.)	M-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
6	CLTC-067	Land Agent I	VACANT	I-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
7	CLTC-068	Enginerreing Aide I	VACANT	J-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
8	CLTC-072	Land Agent III	VACANT	M-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
9	CLTC-073	Land Agent Supervisor	VACANT	N-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
10	CLTC-076	Agricultural Management Technician I	VACANT	E-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
11	CLTC-077	Agricultural Management Specialist I	VACANT	J-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
12	CLTC-078	Planner III in lieu of Planner IV	VACANT	M-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
13	CLTC-4335	LTA - Clerk II	VACANT 4/7/17 (Magaling, J.)	D-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
14					0	0	0		0	0	0	0	0	0	0	0	0	0	0
15					0	0	0		0	0	0	0	0	0	0	0	0	0	0
16					0	0	0		0	0	0	0	0	0	0	0	0	0	0
17					0	0	0		0	0	0	0	0	0	0	0	0	0	0
18					0	0	0		0	0	0	0	0	0	0	0	0	0	0
19					0	0	0		0	0	0	0	0	0	0	0	0	0	0
20					0	0	0		0	0	0	0	0	0	0	0	0	0	0
21					0	0	0		0	0	0	0	0	0	0	0	0	0	0
22					0	0	0		0	0	0	0	0	0	0	0	0	0	0
23					0	0	0		0	0	0	0	0	0	0	0	0	0	0
24					0	0	0		0	0	0	0	0	0	0	0	0	0	0
25					0	0	0		0	0	0	0	0	0	0	0	0	0	0
			Grand Total:	---	$0	$0	$0	----	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

* Night Differential / Hazardous / Worker's Compensation / etc.

1/ Indicate "(LTA)" or "(Temp.)" next to Position Title (where applicable).

2/ FY 2021 (Proposed) GovGuam contribution rate of 26.28% for the Government of Guam Retirement is subject to change.

3/ FY 2021 (Proposed) GovGuam contribution rate of $19.01 (bi-weekly) for DDI is subject to change.

4/ FY 2021 (Proposed) GovGuam contribution rate of $187 (per annum) for Life Insurance is subject to change.

Government of Guam
Fiscal Year 2021
Agency Staffing Pattern
(PROPOSED)

Input by Department

	(A)	(B)	(C)	(D)	Special Pay Categories (E)	(F)	(G)	(H)	(I)	(J)	(K)
					1/	2/	3/	4/	5/	6/	
No.	Position Number	Position Title	Name of Incumbent	Holiday Pay	Night Differential Pay 10%	Hazard 10%	Hazard 8%	Nurse Sunday Pay 1.5	Nurse Pay 1.5	EMT Pay 15%	(D+E+F+G+H+I+J) Subtotal
1	CLTC-048	Survey Worker	VACANT 1/25/03	$0	$0	$0	$0	$0	$0	$0	$0
2	CLTC-030	Land Agent I	VACANT 8/1/16 (Casem, J.)	0	0	0	0	0	0	0	0
3	CLTC-046	Planner IV	VACANT 6/9/10 (Lujan, K.)	0	0	0	0	0	0	0	0
4	CLTC-050	Word Processing Secretary II	VACANT 5/31/16 (Topasna, T.)	0	0	0	0	0	0	0	0
5	CLTC-060	Planner II	VACANT 9/10/16 (Baker, J.)	0	0	0	0	0	0	0	0
6	CLTC-067	Land Agent I	VACANT	0	0	0	0	0	0	0	0
7	CLTC-068	Engineerring Aide I	VACANT	0	0	0	0	0	0	0	0
8	CLTC-072	Land Agent III	VACANT	0	0	0	0	0	0	0	0
9	CLTC-073	Land Agent Supervisor	VACANT	0	0	0	0	0	0	0	0
10	CLTC-076	Agricultural Management Technician I	VACANT	0	0	0	0	0	0	0	0
11	CLTC-077	Agricultural Management Specialist I	VACANT	0	0	0	0	0	0	0	0
12	CLTC-078	Planner III in lieu of Planner IV	VACANT	0	0	0	0	0	0	0	0
13	CLTC-4335	LTA - Clerk II	VACANT 4/7/17 (Magaling, J.)	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0
17	0	0	0	0	0	0	0	0	0	0	0
18	0	0	0	0	0	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0
			Grand Total:	$0	$0	$0	$0	$0	$0	$0	$0

1/ 10% of reg. rate, applicable from 6pm-6am, employee must work 4 hours consecutive after 6pm for entitlement of the pay

2/ Applies to law enforcement personnel

3/ Applies to solid waste employees

4/ 1 ½ of reg. rate of pay from 12am Friday to 12 midnight Sunday

5/ 1 ½ of reg. rate of pay on daily work exceeding 8 hours

6/ Applicable only to GFD ambulatory service personnel. 15% of reg. rate of pay

Government of Guam
Fiscal Year 2021
Agency Staffing Pattern
(PROPOSED)

FUNCTIONAL AREA: GENERAL GOVERNMENT

DEPARTMENT/AGENCY: CHAMORU LAND TRUST COMMISSION

PROGRAM: CHAMORU LAND TRUST COMMISSION (CLTC Page 3 of 3)

FUND: CHAMORRO LAND TRUST SURVEY & INFRASTRUCTURE 5669A204400SE201 (per OFB Request)

	Input by Department														Input by Department			
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)
								Increment			Benefits								
No.	Position Number	Position Title 1/	Name of Incumbent	Grade/ Step	Salary	Overtime	Special*	Date	Amt.	(E+F+G+I) Subtotal	Retirement (J * 28.25%) 2/	Retire (DDI) ($19.01*26PP) 3/	Social Security (6.2% * J)	Medicare (1.45% * J)	Life 4/	Medical (Premium)	Dental (Premium)	Total Benefits (K thru Q)	(J + R) TOTAL
1	CLTC-069	Engineering Technician II (TDP)	Castro, Pierce J.	J-16	51,455	0	0	8/16/2022	$0	$51,455	$14,536	$0	$0	$746	$187	$2,817	$248	$18,534	$69,989
2	CLTC-074	Engineering Technician II (TDP)	Javier, Melvin O.	J-12	45,411	0	0	8/16/2022	0	45,411	12,829	0	0	658	187	4,299	281	18,254	63,665
3									0	0	0	0	0	0	0	0	0	0	0
4									0	0	0	0	0	0	0	0	0	0	0
5									0	0	0	0	0	0	0	0	0	0	0
6									0	0	0	0	0	0	0	0	0	0	0
7									0	0	0	0	0	0	0	0	0	0	0
8									0	0	0	0	0	0	0	0	0	0	0
9									0	0	0	0	0	0	0	0	0	0	0
10									0	0	0	0	0	0	0	0	0	0	0
11									0	0	0	0	0	0	0	0	0	0	0
12									0	0	0	0	0	0	0	0	0	0	0
13									0	0	0	0	0	0	0	0	0	0	0
14									0	0	0	0	0	0	0	0	0	0	0
15									0	0	0	0	0	0	0	0	0	0	0
16					0	0	0		0	0	0	0	0	0	0	0	0	0	0
17					0	0	0		0	0	0	0	0	0	0	0	0	0	0
18					0	0	0		0	0	0	0	0	0	0	0	0	0	0
19					0	0	0		0	0	0	0	0	0	0	0	0	0	0
20					0	0	0		0	0	0	0	0	0	0	0	0	0	0
21					0	0	0		0	0	0	0	0	0	0	0	0	0	0
22					0	0	0		0	0	0	0	0	0	0	0	0	0	0
23					0	0	0		0	0	0	0	0	0	0	0	0	0	0
24					0	0	0		0	0	0	0	0	0	0	0	0	0	0
25					0	0	0		0	0	0	0	0	0	0	0	0	0	0
			Grand Total:	----	$96,866	$0	$0	----	$0	$96,866	$27,365	$0	$0	$1,404	$374	$7,116	$529	$36,788	$133,654

* Night Differential / Hazardous / Worker's Compensation / etc.

1/ Indicate "(LTA)" or "(Temp.)" next to Position Title (where applicable).

2/ FY 2021 (Proposed) GovGuam contribution rate of 26.28% for the Government of Guam Retirement is subject to change.

3/ FY 2021 (Proposed) GovGuam contribution rate of $19.01 (bi-weekly) for DDI is subject to change.

4/ FY 2021 (Proposed) GovGuam contribution rate of $187 (per annum) for Life Insurance is subject to change.

Government of Guam
Fiscal Year 2021
Agency Staffing Pattern
(PROPOSED)

[BBMR SP-1]

Input by Department

	(A)	(B)	(C)	(D)	Special Pay Categories (E)	(F)	(G)	(H)	(I)	(J)	(K)
					1/	2/	3/	4/	5/	6/	
No.	Position Number	Position Title	Name of Incumbent	Holiday Pay	Night Differential Pay 10%	Hazard 10%	Hazard 8%	Nurse Sunday Pay 1.5	Nurse Pay 1.5	EMT Pay 15%	(D+E+F+G+H+I+J) Subtotal
1	CLTC-069	Engineering Technician II (TDP)	Castro, Pierce J.	$0	$0	$0	$0	$0	$0	$0	$0
2	CLTC-074	Engineering Technician II (TDP)	Javier, Melvin O.	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0
17	0	0	0	0	0	0	0	0	0	0	0
18	0	0	0	0	0	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0
			Grand Total:	$0	$0	$0	$0	$0	$0	$0	$0

1/ 10% of reg. rate, applicable from 6pm-6am, employee must work 4 hours consecutive after 6pm for entitlement of the pay

2/ Applies to law enforcement personnel

3/ Applies to solid waste employees

4/ 1 ½ of reg. rate of pay from 12am Friday to 12 midnight Sunday

5/ 1 ½ of reg. rate of pay on daily work exceeding 8 hours

6/ Applicable only to GFD ambulatory service personnel. 15% of reg. rate of pay

Government of Guam
Fiscal Year 2020
Agency Staffing Pattern
(CURRENT)

[BBMR SP-1]

FUNCTIONAL AREA: GENERAL GOVERNMENT

DEPARTMENT/AGENCY: CHAMORU LAND TRUST COMMISSION

PROGRAM: SUMMARY

FUND: CHAMORRO LAND TRUST OPERATIONS FUND

	Input by Department														Input by Department			
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)
								Increment			Benefits								
No.	Position Number	Position Title	Name of Incumbent	Grade/ Step	Salary	Overtime	Special*	Date	Amt.	(E+F+G+I) Subtotal	Retirement (J * 26.28%)	Retire (DDI) ($19.01*26PP)	Social Security (6.2% * J)	Medicare (1.45% * J)	Life 1/	Medical (Premium)	Dental (Premium)	Total Benefits (K thru Q)	(J + R) TOTAL
1	----	Chamorro Land Trust Fund	----	----				----											
2	----	CLTC - Funded	----	----	584.749	0	0	----	4.935	589.684	154.970	4.950	0	8.552	2.618	53.860	3.421	228.371	818.055
3	----	CLTC - Unfunded	----	----	0	0	0	----	0	0	0	0	0	0	0	0	0	0	0
4	----	CLTC - LTA Positions per P.L. 32-181	----	----	31.076	0	0	----	0	31.076	8.167	.495	0	.451	.187	7.101	.468	16.869	47.945
5	----		----	----				----											
6	----		----	----				----											
7	----		----	----				----											
8	----		----	----				----											
9	----		----	----				----											
10	----		----	----				----											
11	----		----	----				----											
12	----		----	----				----											
13	----		----	----				----											
14	----		----	----				----											
15	----		----	----				----											
16	----		----	----				----											
17	----		----	----				----											
18	----		----	----				----											
19	----		----	----				----											
20	----		----	----				----											
			Grand Total:	---	$615.825	$0	$0	---	$4.935	$620.760	$163.137	$5.445	$0	$9.003	$2.805	$60.961	$3.889	$245.240	$866.000

* Night Differential / Hazardous / Worker's Compensation / etc.

1/ FY 2020 GovGuam contribution for Life Insurance is $187 per annum

Government of Guam
Fiscal Year 2020
Agency Staffing Pattern
(CURRENT)

FUNCTIONAL AREA: GENERAL GOVERNMENT

DEPARTMENT/AGENCY: CHAMORU LAND TRUST COMMISSION

PROGRAM: CHAMORU LAND TRUST COMMISSION (CLTC Page 1 of 3)

FUND: CHAMORRO LAND TRUST OPERATIONS 5624A204400SE201 (per OFB Request)

	Input by Department															Input by Department			
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)
								Increment			Benefits								
No.	Position Number	Position Title 1/	Name of Incumbent	Grade / Step	Salary	Overtime	Special*	Date	Amt.	(E+F+G+I) Subtotal	Retirement (J * 26.28%)	Retire (DDI) ($19.01*26PP)	Social Security (6.2% * J)	Medicare (1.45% * J)	Life 2/	Medical (Premium)	Dental (Premium)	Total Benefits (K thru Q)	(J + R) TOTAL
1	CLTC-001	UC - Administrative Director	Hattig, Jack III	EP-10	$76,174	0	0	N/A	$0	76,174	20,019	$495	0	1,105	$187	$7,101	$468	29,375	105,549
2	CLTC-002	Land Agent II	Casem, Jhoana Marie V.	K-05	39,350	0	0	7/30/2020	373	39,723	10,439	495	0	576	187	2,817	248	14,762	54,485
3	CLTC-003	Program Coordinator III	Cruz, Joseph B. Jr.	N-04	50,328	0	0	6/13/2020	636	50,964	13,393	495	0	739	187	2,817	248	17,879	68,843
4	CLTC-030	Land Agent I	Taleu, Lydia E.	I-04	31,970	0	0	3/1/2020	707	32,677	8,588	495	0	474	187	2,817	248	12,809	45,486
5	CLTC-032	Records Management Officer	Cruz, Gary F.	J-10	42,661	0	0	3/21/2021	0	42,661	11,211	0	0	619	187	7,101	468	19,586	62,247
6	CLTC-042	Land Agent I	Gumataotao, John J.	I-04	31,970	0	0	2/8/2020	808	32,778	8,614	495	0	475	187	0	0	9,771	42,549
7	CLTC-056	Land Agent I	Nededog, Lorraine S.	I-07	35,744	0	0	10/27/2020	0	35,744	9,394	495	0	518	187	2,817	0	13,411	49,155
8	CLTC-066	Land Agent I	Jocson, TinaRose T.	I-02	29,679	0	0	9/24/2020	94	29,773	7,824	495	0	432	187	2,817	248	12,003	41,776
9	CLTC-069	Engineering Technician II (TDP)	Castro, Pierce J.	J-15	49,872	0	0	8/16/2020	264	50,136	13,176	0	0	727	187	2,817	248	17,155	67,291
10	CLTC-071	Administrative Assistant	Topasna, Teresa T.	J-08	40,077	0	0	5/30/2020	530	40,607	10,672	0	0	589	187	1,438	248	13,134	53,741
11	CLTC-074	Engineering Technician II (TDP)	Javier, Melvin O.	J-11	44,015	0	0	8/16/2020	233	44,248	11,628	0	0	642	187	4,299	281	17,037	61,285
12	CLTC-079	Land Agent II	Eay, Glenn R.	K-06	40,841	0	0	12/30/2019	1,290	42,131	11,072	495	0	611	187	7,101	468	19,934	62,065
13	CLTC-081	Land Agent I	Dayday, Jessica S.	I-02	29,679	0	0	10/1/2020	0	29,679	7,800	495	0	430	187	7,101	0	16,013	45,692
14	CLTC-1075	Land Agent II	Chargualaf, Eileen A.	K-07	42,389	0	0	1/31/2021	0	42,389	11,140	495	0	615	187	2,817	248	15,502	57,891
15					0	0	0		0	0	0	0	0	0	0	0	0	0	0
16					0	0	0		0	0	0	0	0	0	0	0	0	0	0
17					0	0	0		0	0	0	0	0	0	0	0	0	0	0
18					0	0	0		0	0	0	0	0	0	0	0	0	0	0
19					0	0	0		0	0	0	0	0	0	0	0	0	0	0
20					0	0	0		0	0	0	0	0	0	0	0	0	0	0
21					0	0	0		0	0	0	0	0	0	0	0	0	0	0
22					0	0	0		0	0	0	0	0	0	0	0	0	0	0
23					0	0	0		0	0	0	0	0	0	0	0	0	0	0
24					0	0	0		0	0	0	0	0	0	0	0	0	0	0
25					0	0	0		0	0	0	0	0	0	0	0	0	0	0
			Grand Total:	—	$584,749	$0	$0	—	$4,935	$589,684	$154,970	$4,950	$0	$8,552	$2,618	$53,860	$3,421	$228,371	$818,055

* Night Differential / Hazardous / Worker's Compensation / etc.

1/ Indicate "(LTA)" or "(Temp.)" next to Position Title (where applicable)

2/ FY 2020 GovGuam contribution for Life Insurance is $187 per annum

Government of Guam
Fiscal Year 2020
Agency Staffing Pattern
(CURRENT)

Input by Department

	(A)	(B)	(C)	(D)	Special Pay Categories (E)	(F)	(G)	(H)	(I)	(J)	(K)
					1/	2/	3/	4/	5/	6/	
No.	Position Number	Position Title	Name of Incumbent	Holiday Pay	Night Differential Pay 10%	Hazard 10%	Hazard 8%	Nurse Sunday Pay 1.5	Nurse Pay 1.5	EMT Pay 15%	(D+E+F+G+H+I+J) Subtotal
1	CLTC-001	UC - Administrative Director	Hattig, Jack III	$0	$0	$0	$0	$0	$0	$0	$0
2	CLTC-002	Land Agent II	Casem, Jhoana Marie V.	0	0	0	0	0	0	0	0
3	CLTC-003	Program Coordinator III	Cruz, Joseph B. Jr.	0	0	0	0	0	0	0	0
4	CLTC-030	Land Agent I	Taleu, Lydia E.	0	0	0	0	0	0	0	0
5	CLTC-032	Records Management Officer	Cruz, Gary F.	0	0	0	0	0	0	0	0
6	CLTC-042	Land Agent I	Gumataotao, John J.	0	0	0	0	0	0	0	0
7	CLTC-056	Land Agent I	Nededog, Lorraine S.	0	0	0	0	0	0	0	0
8	CLTC-066	Land Agent I	Jocson, TinaRose T.	0	0	0	0	0	0	0	0
9	CLTC-069	Engineering Technician II (TDP)	Castro, Pierce J.	0	0	0	0	0	0	0	0
10	CLTC-071	Administrative Assistant	Topasna, Teresa T.	0	0	0	0	0	0	0	0
11	CLTC-074	Engineering Technician II (TDP)	Javier, Melvin O.	0	0	0	0	0	0	0	0
12	CLTC-079	Land Agent II	Eay, Glenn R.	0	0	0	0	0	0	0	0
13	CLTC-081	Land Agent I	Dayday, Jessica S.	0	0	0	0	0	0	0	0
14	CLTC-1075	Land Agent II	Chargualaf, Eileen A.	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0
17	0	0	0	0	0	0	0	0	0	0	0
18	0	0	0	0	0	0	0	0	0	0	0
19	CLTC-1075	Land Agent II	Chargualaf, Eileen A.	0	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0
			Grand Total:	$0	$0	$0	$0	$0	$0	$0	$0

1/ 10% of reg. rate, applicable from 6pm-6am, employee must work 4 hours consecutive after 6pm for entitlement of the pay

2/ Applies to law enforcement personnel

3/ Applies to solid waste employees

4/ 1 ½ of reg. rate of pay from 12am Friday to 12 midnight Sunday

5/ 1 ½ of reg. rate of pay on daily work exceeding 8 hours

6/ Applicable only to GFD ambulatory service personnel. 15% of reg. rate of pay

[BBMR SP-1]

Government of Guam
Fiscal Year 2020
Agency Staffing Pattern
(CURRENT)

FUNCTIONAL AREA: GENERAL GOVERNMENT

DEPARTMENT/AGENCY: CHAMORU LAND TRUST COMMISSION

PROGRAM: CHAMORU LAND TRUST COMMISSION (CLTC Page 2 of 3)

FUND: CHAMORRO LAND TRUST OPERATIONS 5624A204400SE201 (per OFB Request)

	Input by Department															Input by Department			
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)
								Increment			Benefits								
No.	Position Number	Position Title 1/	Name of Incumbent	Grade / Step	Salary	Overtime	Special*	Date	Amt.	(E+F+G+I) Subtotal	Retirement (J * 26.28%)	Retire (DDI) ($19.01*26PP)	Social Security (6.2% * J)	Medicare (1.45% * J)	Life 2/	Medical (Premium)	Dental (Premium)	Total Benefits (K thru Q)	(J + R) TOTAL
1	CLTC-048	Survey Worker	VACANT 1/25/03	E-1	$0	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
2	CLTC-030	Land Agent I	VACANT 8/1/16 (Casem, J.)	I-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
3	CLTC-046	Planner IV	VACANT 6/9/10 (Lujan, K.)	O-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
4	CLTC-050	Word Processing Secretary II	VACANT 5/31/16 (Topasna, T.)	H-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
5	CLTC-060	Planner II	VACANT 9/10/16 (Baker, J.)	M-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
6	CLTC-067	Land Agent I	VACANT	I-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
7	CLTC-068	Engineerring Aide I	VACANT	J-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
8	CLTC-072	Land Agent III	VACANT	M-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
9	CLTC-073	Land Agent Supervisor	VACANT	N-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
10	CLTC-076	Agricultural Management Technician I	VACANT	E-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
11	CLTC-077	Agricultural Management Specialist I	VACANT	J-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
12	CLTC-078	Planner III in lieu of Planner IV	VACANT	M-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
13	CLTC-4335	LTA - Clerk II	VACANT 4/7/17 (Magaling, J.)	D-1	0	0	0		0	0	0	0	0	0	0	0	0	0	0
14					0	0	0		0	0	0	0	0	0	0	0	0	0	0
15					0	0	0		0	0	0	0	0	0	0	0	0	0	0
16					0	0	0		0	0	0	0	0	0	0	0	0	0	0
17					0	0	0		0	0	0	0	0	0	0	0	0	0	0
18					0	0	0		0	0	0	0	0	0	0	0	0	0	0
19					0	0	0		0	0	0	0	0	0	0	0	0	0	0
20					0	0	0		0	0	0	0	0	0	0	0	0	0	0
21					0	0	0		0	0	0	0	0	0	0	0	0	0	0
22					0	0	0		0	0	0	0	0	0	0	0	0	0	0
23					0	0	0		0	0	0	0	0	0	0	0	0	0	0
24					0	0	0		0	0	0	0	0	0	0	0	0	0	0
25					0	0	0		0	0	0	0	0	0	0	0	0	0	0
			Grand Total:	---	$0	$0	$0	---	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

* Night Differential / Hazardous / Worker's Compensation / etc.

1/ Indicate "(LTA)" or "(Temp.)" next to Position Title (where applicable)

2/ FY 2020 GovGuam contribution for Life Insurance is $187 per annum

Government of Guam
Fiscal Year 2020
Agency Staffing Pattern
(CURRENT)

	Input by Department										
	(A)	(B)	(C)	(D)	Special Pay Categories (E)	(F)	(G)	(H)	(I)	(J)	(K)
					1/	2/	3/	4/	5/	6/	
No.	Position Number	Position Title	Name of Incumbent	Holiday Pay	Night Differential Pay 10%	Hazard 10%	Hazard 8%	Nurse Sunday Pay 1.5	Nurse Pay 1.5	EMT Pay 15%	(D+E+F+G+H+I+J) Subtotal
1	CLTC-048	Survey Worker	VACANT 1/25/03	$0	$0	$0	$0	$0	$0	$0	$0
2	CLTC-030	Land Agent I	VACANT 8/1/16 (Casem, J.)	0	0	0	0	0	0	0	0
3	CLTC-046	Planner IV	VACANT 6/9/10 (Lujan, K.)	0	0	0	0	0	0	0	0
4	CLTC-050	Word Processing Secretary II	VACANT 5/31/16 (Topasna, T.)	0	0	0	0	0	0	0	0
5	CLTC-060	Planner II	VACANT 9/10/16 (Baker, J.)	0	0	0	0	0	0	0	0
6	CLTC-067	Land Agent I	VACANT	0	0	0	0	0	0	0	0
7	CLTC-068	Enginerreing Aide I	VACANT	0	0	0	0	0	0	0	0
8	CLTC-072	Land Agent III	VACANT	0	0	0	0	0	0	0	0
9	CLTC-073	Land Agent Supervisor	VACANT	0	0	0	0	0	0	0	0
10	CLTC-076	Agricultural Management Technician I	VACANT	0	0	0	0	0	0	0	0
11	CLTC-077	Agricultural Management Specialist I	VACANT	0	0	0	0	0	0	0	0
12	CLTC-078	Planner III in lieu of Planner IV	VACANT	0	0	0	0	0	0	0	0
13	CLTC-4335	LTA - Clerk II	VACANT 4/7/17 (Magaling, J.)	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0
17	0	0	0	0	0	0	0	0	0	0	0
18	0	0	0	0	0	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0
			Grand Total:	$0	$0	$0	$0	$0	$0	$0	$0

1/ 10% of reg. rate, applicable from 6pm-6am, employee must work 4 hours consecutive after 6pm for entitlement of the pay
2/ Applies to law enforcement personnel
3/ Applies to solid waste employees
4/ 1 ½ of reg. rate of pay from 12am Friday to 12 midnight Sunday
5/ 1 ½ of reg. rate of pay on daily work exceeding 8 hours
6/ Applicable only to GFD ambulatory service personnel. 15% of reg. rate of pay

Government of Guam
Fiscal Year 2020
Agency Staffing Pattern
(CURRENT)

[BBMR SF-1]

FUNCTIONAL AREA: GENERAL GOVERNMENT

DEPARTMENT/AGENCY: CHAMORU LAND TRUST COMMISSION

PROGRAM: CLTC LIMITED TERM APPOINTMENTS PER P.L. 32-181 (CLTC Page 3 of 3)

FUND: CHAMORRO LAND TRUST OPERATIONS 5624C152960SE203 (per OFB Request)

	Input by Department															Input by Department			
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)
								Increment			Benefits								
No.	Position Number	Position Title 1/	Name of Incumbent	Grade / Step	Salary	Overtime	Special*	Date	Amt.	(E+F+G+I) Subtotal	Retirement (J * 26.28%)	Retire (DDI) ($19.01*26PP)	Social Security (6.2% * J)	Medicare (1.45% * J)	Life 2/	Medical (Premium)	Dental (Premium)	Total Benefits (K thru Q)	(J + R) TOTAL
1	CLTC-080	Land Agent I (LTA)	VACANT 9/24/18 (Mafnas. D.)	I-01	$31,076	$0	$0	N/A	$0	$31,076	$8,167	$495	$0	$451	$187	$7,101	$468	$16,869	$47,945
2	CLTC-082	Engineering Technician II (TDP)	VACANT 3/14/18 (Adonay, L.)	J-01	0	0	0		0	0	0	0	0	0	0	0	0	0	0
3	CLTC-083	Engineering Technician II (TDP)	VACANT	J-01	0	0	0		0	0	0	0	0	0	0	0	0	0	0
4	CLTC-084	Surveyor Supervisor	VACANT	O-01	0	0	0		0	0	0	0	0	0	0	0	0	0	0
5	CLTC-085	Surveyor (Registered)	VACANT	N-01	0	0	0		0	0	0	0	0	0	0	0	0	0	0
6					0	0	0		0	0	0	0	0	0	0	0	0	0	0
7					0	0	0		0	0	0	0	0	0	0	0	0	0	0
8					0	0	0		0	0	0	0	0	0	0	0	0	0	0
9					0	0	0		0	0	0	0	0	0	0	0	0	0	0
10					0	0	0		0	0	0	0	0	0	0	0	0	0	0
11					0	0	0		0	0	0	0	0	0	0	0	0	0	0
12					0	0	0		0	0	0	0	0	0	0	0	0	0	0
13					0	0	0		0	0	0	0	0	0	0	0	0	0	0
14					0	0	0		0	0	0	0	0	0	0	0	0	0	0
15					0	0	0		0	0	0	0	0	0	0	0	0	0	0
16					0	0	0		0	0	0	0	0	0	0	0	0	0	0
17					0	0	0		0	0	0	0	0	0	0	0	0	0	0
18					0	0	0		0	0	0	0	0	0	0	0	0	0	0
19					0	0	0		0	0	0	0	0	0	0	0	0	0	0
20					0	0	0		0	0	0	0	0	0	0	0	0	0	0
21					0	0	0		0	0	0	0	0	0	0	0	0	0	0
22					0	0	0		0	0	0	0	0	0	0	0	0	0	0
23					0	0	0		0	0	0	0	0	0	0	0	0	0	0
24					0	0	0		0	0	0	0	0	0	0	0	0	0	0
25					0	0	0		0	0	0	0	0	0	0	0	0	0	0
			Grand Total:	—	$31,076	$0	$0	----	$0	$31,076	$8,167	$495	$0	$451	$187	$7,101	$468	$16,869	$47,945

* Night Differential / Hazardous / Worker's Compensation / etc.

1/ Indicate "(LTA)" or "(Temp.)" next to Position Title (where applicable)

2/ FY 2020 GovGuam contribution for Life Insurance is $187 per annum

Government of Guam
Fiscal Year 2020
Agency Staffing Pattern
(CURRENT)

Input by Department

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
					Special Pay Categories						
					1/	2/	3/	4/	5/	6/	
No.	Position Number	Position Title	Name of Incumbent	Holiday Pay	Night Differential Pay 10%	Hazard 10%	Hazard 8%	Nurse Sunday Pay 1.5	Nurse Pay 1.5	EMT Pay 15%	D+E+F+G+H+I+J Subtotal
1	CLTC-080	Land Agent I (LTA)	VACANT 9/24/18 (Mafnas, D.)	$0	$0	$0	$0	$0	$0	$0	$0
2	CLTC-082	Engineering Technician II (TDP)	VACANT 3/14/18 (Adonay, L.)	0	0	0	0	0	0	0	0
3	CLTC-083	Engineering Technician II (TDP)	VACANT	0	0	0	0	0	0	0	0
4	CLTC-084	Surveyor Supervisor	VACANT	0	0	0	0	0	0	0	0
5	CLTC-085	Surveyor (Registered)	VACANT	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0
17	0	0	0	0	0	0	0	0	0	0	0
18	0	0	0	0	0	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0
			Grand Total:	$0	$0	$0	$0	$0	$0	$0	$0

1/ 10% of reg. rate, applicable from 6pm-6am, employee must work 4 hours consecutive after 6pm for entitlement of the pay
2/ Applies to law enforcement personnel
3/ Applies to solid waste employees
4/ 1 ½ of reg. rate of pay from 12am Friday to 12 midnight Sunday
5/ 1 ½ of reg. rate of pay on daily work exceeding 8 hours
6/ Applicable only to GFD ambulatory service personnel. 15% of reg. rate of pay

Government of Guam
Federal Program Inventory
FY 2020 (Current) / FY 2021 (Estimated) Funding

[BBMR FP-1]

FUNCTION: CHamoru Land Trust Commission
DEPARTMENT/AGENCY: CHamoru Land Trust Commission
PROGRAM: Land, Housing, and Natural Resources

	A	B	C	D	E	F	G	H	I
				FY 2020	FY 2021				
Federal Grantor Agency / Federal Project Title	Assisting Listing No. / Enabling Authority	Grant Award Number	Match Ratio Federal / Local:	Received / Projected	Estimated Funding	Local Matching Funds	Federal Matching Funds	100% Federal Grants	Grant Period
N/A									

Function : NATURAL RESOURCES
Department/Agency: CHamoru Land Trust Commission
Program: CHamoru Land Trust Commission

EQUIPMENT/CAPITAL LISTING:			
Description	**Quantity**	**Percentage of Use**	**Comments**
FY 2021			
Dell, Monitor	27	100%	
Dell, CPU	14	100%	
Dell, Keyboard	14	100%	
Dell, Mouse	14	100%	
APC UPS	14	100%	
IBM Typewriter	1	100%	
Scanner (Table Top)	1	100%	DLM Property
Metal File Cabinet (4 Drawers)	52	100%	
Metal File Cabinet (2 Drawers)	4	100%	
Wooden File Cabinet (2 Drawers)	2	100%	1 DLM Property
Metal Table w/ 2 Drawers	2	100%	1 DLM Property
6ft Plastic Table	1	100%	1 DLM Property
Metal Cabinet (2 Door)	4	100%	
Map Cabinet 5 drawers - Safco	2	100%	
Map Cabinet 5 drawers - Kokuyo	1	100%	
Digital Still Camera	1	100%	
Digital Camcorder	1	100%	
Book Shelves		100%	
Office Desk (L Shape)	3	100%	1 L- Shape Desk DLM Property
Office Desk (Metal)	5	100%	1 GALC Property
Office Desk (Wooden)	5	100%	1 DLM Property
Yealink Telephone Unit	12	100%	DLM Property
High Back Office Chairs w/wheels	18	100%	
Chair (Wooden)	6	100%	
Couch	1	100%	
HP MP3220 Digital Projector	1	100%	
Water Cooler/Dispensor	1	100%	

SPACE REQUIREMENT (for Personnel and Equipment/Capital)	Program Space (Sq. Ft.):	4,411.00	Total Program Space Occupied (Sq. Ft.):	
Description	**Square Feet**	**Percent of Total Program**	**Comments**	
CLTC Personnel and Filing Area	4,411.00	100%	Rental	

Bureau of Budget Management Research
Prior Year Obligations for FY 2020
and Prior FYs

CHamoru Land Trust Commission - CLTC Operations Fund

A	B	C	D	E	F	G
Transaction/ Obligation Date	**Transaction Type**	**Vendor**	**General Fund ($)**	**Special Fund ($)**	**Federal Fund ($)**	**Reasons for Nonsubmittal or Nonpayment**
9/28/2019	Salary (111)	Lydia E. Taleu		$22,461.20		Liability related to the successful appeal with CSC. Request to process payment in FY2019 was not approved.
9/28/2019	Benefits (113)	Lydia E. Taleu		$7,852.96		Liability related to the successful appeal with CSC. Request to process payment in FY2019 was not approved.
Total			**$0.00**	**$30,314.16**	**$0.00**	

Note:

Column A: Completion date of transaction or event prior to October 1, 2020.

Column B: Transaction Type such as personnel action, contracts, etc.

Column C: Vendor or Party owed

Column D, E, & F: Identify funding source and dollar amount inclusive of associated penalties or fees; if more than one transaction, need to total all transactions.

Column G: Note item of concern.



Lourdes A. Leon Guerrero
Governor

Joshua F. Tenorio
Lieutenant Governor

Commission Members

G. Pika Tejeran
Chairwoman

Amanda L.G. Santos
Commissioner

Austin J. Duenas
Commissioner

Arlene P. Bordallo
Commissioner

Joseph I. Cruz
Commissioner

Jack E. Hattig III
Administrative Director

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 Phone: 649-5263 Ext. 400 Fax: 649-5383

January 31, 2020

Memorandum

TO: Honorable Lourdes A. Leon Guerrero
Governor of Guam

FR: Administrative Director

RE: **FY2020 Monthly Revenue Collection Report**

Buenas yan Hafa Adai!

In accordance with the Guam Code Annotated Title 21, Chapter 75, §75123(b), the Chamorro Land Trust Commission (CLTC) is submitting its monthly revenue collection report for Appropriated and Non-Appropriated Funds for December 2019.

Account/Fund Name	DEC REV Collected	Fiscal Year to Date Collected
3222 - CLTC Operations	$ 40,948.73	$112.540.86
3415 - CLTC Loan Guaranty	$ 9,466.44	$15,841.02
3669 - CLTC Survey & Infrastructure	$ 489.48	$60,950.19
Total	$ 50,904.65	$189,332.07

In addition, revenues from the Non-Appropriated Funds are reported as follows:

Account/Fund Name	DEC REV Collected	Fiscal Year to Date Collected	Acct. Bal. as of DEC 2019
Bank of Guam Acct. TDOA #XXXXXX2274	$21.67	$64.30	$204,117.76
Bank of Guam Acct. Chkg #XXXXXX5976	$ 0.00	$0.00	$11,300.94
Bank of Guam TCD #XXXXXX7964	$0.00	$0.00	$300,000.00
Total	$ 21.67	$64.30	$515,418.70

Rev. 11/26/2019

If you should have any questions or require additional information, please do not hesitate to contact me at 649-5263 ext. 430.

Senseramente,

Jack E. Hattig, III

Attachment

Cc: Speaker, Senator Tina Muña-Barnes, 35th Guam Legislature
Chairwoman, Senator Therese M. Terlaje, Committee on Health, Tourism, Historic Preservation, Land, and Justice
Office of Public Accountability
Director, Bureau of Budget and Management Research (BBMR)
Mr. Jason Baza, CLTC Budget Analyst, BBMR
Director, Department of Administration
Comptroller, Department of Administration
Financial Statement Reporting Branch, Department of Administration
CLTC Board Members

CHAMORU LAND TRUST COMMISSION
REVENUE COLLECTION REPORT
FISCAL YEAR 2020

TITLE DESCRIPTION	ACCT.	ACCT. #	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	TO DATE
Land Trust Application Fees	OPS	3624-52101	100.00	150.00	150.00										$ 400.00
Interest	OPS	3624-54101	237.17	231.02	243.15										$ 711.34
Commercial/ License	OPS	3624-54201	34,203.64	36,670.30	40,555.58										$ 111,429.52
Agr/Res Land Trust Lease	OPS	3624-54202													$ -
															$ -
Commercial / License	SI	3669-52001	458.33	458.33	458.33										$ 1,374.99
Interest	SI	3669-54101	0.15	0.15	0.15										$ 0.45
Agr/Res Land Trust Lease	SI	3669-56001	158.00	278.00	31.00										$ 467.00
Sale of Government Land	SI	3669-57001		59,107.75											$ 59,107.75
															$ -
Payment in Lieu of Real Property Taxes	LG	3415-37502	1,740.28	4,607.97	9,453.06										$ 15,801.31
Interest	LG	3415-54101	13.38	12.95	13.38										$ 39.71
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
CLTC Operations Total			$ 34,540.81	$ 37,051.32	$ 40,948.73	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 112,540.86
CLTC Survey & Infrastructure Total			$ 616.48	$ 59,844.23	$ 489.48	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 60,950.19
CLTC Loan Guaranty Total			$ 1,753.66	$ 4,620.92	$ 9,466.44	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,841.02
GRAND TOTAL			$ 36,910.95	$ 101,516.47	$ 50,904.65	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 189,332.07

(OPS) CLTC Operations Fund
(SI) CLTC Survey & Infrastructure Fund
(LG) CLTC Loan Guaranty Fund

Prepared By:
Joseph B. Cruz Jr., Program Coordinator III

Copies Provided to:
Speaker, Senator Tina Muña Barnes, 35th Guam Legislature
Chairwoman, Senator Therese M. Terlaje, Committee on Health, Tourism, Historic Preservation, Land and Justice
Office of the Public Accountability
Director, Bureau of Budget & Management Research (BBMR)
BBMR, Mr. Jason Baza, DLM Budget Analyst
Director, Department of Administration
DOA, Comptroller
DOA, Financial Statement Reporting Branch
CLTC Board Members

FY 2020
PROJECTION ANALYSIS

Department: Department of Land Management
Division: Chamorro Land Trust Commission
Account No.: 5624A204400SE201

A	B	C	D	E	F	G	H	I	J	K	L	M		
					INFORMATION ONLY									
Account Code	Budget Act(s) Appropriations P.L. 34-116	Reserve	FY 2019 Allotments (B - C)	Year to Date Exp. / Encumb. As Of: 2/19/2020	CURRENT Staffing Pattern PP Requirement	Remaing PP Personnel Requirement (Remain. PP x F)	LABOR COST PPE: 1/18/2020	LABOR COST PPE: 2/1/2020	Avg. PP Requirment [(F + G) / 2]	Remaining PP Personnel Requirement (Remain. PP x J)	Other Requirements	Projected Lapse / (Shortfall) [D - (E + G + L)]	Reserve	Total Lapse/ Shortfall
111 Salary	589,684	0	589,684	200,049	22,740	393,402 1/	0	0	0	0	6,771 1/	(10,538)	0	(10,538)
112 OT	0	0	0	0	0	0	0	0	0	0	0	0		
113 Benefits	202,798	0	202,798	77,135	8,800	152,240 1/	0	0	0	0	1,897 1/	(28,474)	0	(28,474)
TOTAL PerSvs	**792,482**	**0**	**792,482**	**277,184**	**31,540**	**545,642**	**0**	**0**	**0**	**0**	**8,668**	**(39,012)**	**0**	**(39,012)**
220 Travel	0	0	0	0							0	0	0	0
230 Contract	90,848	0	90,848	53,578							32,406 2/	4,864	0	4,864
233 Rent	124,391	0	124,391	93,293							31,098 3/	0	0	0
240 Supplies	15,000	0	15,000	391							6,000 4/	8,609	0	8,609
250 Equip.	0	0	0	0							0	0	0	0
271 Drug Testing	80	0	80	0							80	0	0	0
280 Sub.Rec.	0	0	0	0							0	0	0	0
290 Misc.	7,200	0	7,200	1,100							2,000 5/	4,100	0	4,100
361 Power	0	0	0	0							0	0	0	0
362 Water	0	0	0	0							0	0	0	0
363 Tele.	17,831	0	17,831	0							4,800 6/	13,031	0	13,031
450 Cap. Out.	0	0	0	0							0	0	0	0
TOTAL Opers	**255,350**	**0**	**255,350**	**148,361**							**76,384**	**30,605**	**0**	**30,605**
TOTALS	**1,047,832**	**0**	**1,047,832**	**425,545**	**31,540**	**545,642**	**0**	**0**	**0**	**0**	**85,052**	**(8,408)**		

Total Reserve	Total Lapse/Shortfall	Final Total Projection
0	(8,408)	(8,408)

Footnotes / Notes:

1/ Labor costs based on warm bodies as of 2/19/2020.
1/ Possible Retirement of one (1) employee. (Leave cash out based on retirement plan 320hrs) = Salary - $6,771.48 / Benefits - $1,896.69

2/ Audit - $27,500
~~2/ Onbase Enterprise Software License (2x$1,716) = 3,432.00~~
2/ Active Directory (Cost per user $36 x 14) = $504
2/ Copier Expense (Copier + excess prints + sevices prof) (210.84 +100+10)*(12) = $3,850.08
~~2/ Quickbooks Renewal = $6,930~~
~~2/ Attorney Fee: CLTC share 33% of MOU $41,054.00~~
2/ Publication for 1 Executive Session Meeting = $192
2/ Court Reporter Estimate: $160.00
2/ Renewal of Process Server (4 employees x $50) = $200

3/ Rent cost from July to Sept ($10,365.85*3)= $31,097.55

4/ Supplies and Gas for the remainder of FY2020 = $6,000.00

5/ Board Stipends (5 members x 1 meeting each month x 8 months) Period Covered Feb 2020 to Sept 2020 = $2,000.

6/ Pro-rata share of expense ($400 per month x 12 months) = $4800

CHamoru Land Trust Funds Staff Report

As projected the Chamorro Land Trust Operations Fund financial resources will run out come FY 2026. It is important that corrective action is taken to address the financial stability of the Operations Fund.

Recommendation 1: Chamorro Land Trust Operations Fund:

A. Amend Section 4 of P.L. 33-102 to read "Deposit of Funds into the Chamorro Land Trust Operations Fund." Fund received shall be deposited into the Chamorro Land Trust Operations created by Public Law

B. Amend Section 3 §75124(a)(2) of P.L. 33-90 to read "The proceeds of commercial leases or licenses executed after October 2015 up until the end of FY2020 and to the Chamorro Land Trust Operations Fund thereafter."

C. Amend Section 2 §75122 (b) (5) of P.L. 33-95 to read "Notwithstanding § 75105(b) of Chapter 75 of Title 21, Guam Code Annotated, all income arising out of any lease or license of those properties declared in this Subsection shall be credited to and deposited in the Chamorro Land Trust Survey and Infrastructure Fund until 2020, and to the Chamorro Land Trust Operations Fund thereafter." This action will redirect all Commercial Lease/License payments into CLTC's Operations Fund.

Recommendation 2: Chamorro Land Trust Survey and Infrastructure Fund:

A. Add to §75124 of Public Law 33-90, (b) (3) "for the administrative, operational, and financial support of these efforts."

Outcome:

Recommendation one (1) will prevent the Chamorro Land Trust Operations Fund from becoming broke in FY 2026. Recommendation one (1) will be a long term solution to ensure that the Operations Fund will have a reliable revenue source to meet current operational needs and any future growth. Although, recommendation one (1) it will terminate any future revenue sources for the Chamorro Land Trust Survey and Infrastructure Fund.

Recommendation two (2) would allow for CLTC to shift and pay for certain administrative, and operational expenses. As a result, the financial strain on the Operations Fund will decrease. Although, as current licenses and leases expire the Chamorro Land Trust Operations revenue sources will decrease

and by FY 2038 the Operations Fund is projected to generate $388,357. In the subsequent fiscal year the Operations Fund is projected to generate $131,045. By FY 2040 the Operations Fund is projected to generate $3,612 and will continue to decrease.

Recommendation 1

A.

This Act was received by *I Maga'låhen Guåhan* this 19th day of November, 2015, at 550 o'clock P.M.

Assistant Staff Officer
Maga'låhi's Office

APPROVED:

RAYMOND S. TENORIO
Acting Governor of Guam

Date: DEC 0 1 2015

Public Law No. 33-102

Section 4. Deposit of Funds into the *Chamorro Land Trust Survey Fund.*

Funds received *shall* be deposited into the *Chamorro Land Trust Survey Fund,* created by Public Law 33-90.

B.

This Act was received by *I Maga'låhen Guåhan* this 28th day of October, 2015, at 4:22 o'clock P.M.

Elizabeth G. Mafnas
Assistant Staff Officer
Maga'låhi's Office

APPROVED:

RAYMOND S. TENORIO
Acting Governor of Guam

Date: NOV 09 2015

Public Law No. 33-90

called the *Chamorro Land Trust Survey and Infrastructure Fund* (Fund), which *shall* be maintained separate and apart from any other funds and *shall not* be subject to the transfer authority of *I Maga'låhen Guåhan*.

(a) Notwithstanding any other provision requiring the deposit of proceeds to other funds, the Fund *shall* receive:

(1) the proceeds of all sales of bull cart trails, substandard lots, irregular lots, remnants, splinter lots, fractional lots, easement purchase remnants, and easement condemnation remnants belonging to the government of Guam; and

(2) the proceeds of commercial leases or licenses executed after October 2015.

C.

This Act was received by *I Maga'låhen Guåhan* this 28th day of October, 2015, at 4:22 o'clock P.M.

Assistant Staff Officer
Maga'låhi's Office

APPROVED:

RAYMOND S. TENORIO
Acting Governor of Guam

Date: NOV 09 2015

Public Law No. 33-95

(5) Notwithstanding § 75105(b) of Chapter 75 of Title 21, Guam Code Annotated, all income arising out of any lease or license of those properties declared in this Subsection *shall* be credited to and deposited in the ***Chamorro Land Trust Survey and Infrastructure Fund*** until 2020, and to the Chamorro Home Loan Fund thereafter.

Recommendation 2

called the *Chamorro Land Trust Survey and Infrastructure Fund* (Fund), which *shall* be maintained separate and apart from any other funds and *shall not* be subject to the transfer authority of *I Maga'låhen Guåhan*.

(a) Notwithstanding any other provision requiring the deposit of proceeds to other funds, the Fund *shall* receive:

(1) the proceeds of all sales of bull cart trails, substandard lots, irregular lots, remnants, splinter lots, fractional lots, easement purchase remnants, and easement condemnation remnants belonging to the government of Guam; and

(2) the proceeds of commercial leases or licenses executed after October 2015.

(b) Expenditures from the Fund *shall* be made pursuant to a resolution by the CLTC, and *shall* be restricted to the following expenditures:

(1) for the subdivision, surveying, mapping and registration of tracts of residential and agricultural land in the CLTC property inventory; and

(2) for the construction of infrastructure, to include access roads, water, and power utilities, to service CLTC residential and agricultural tracts of land.

(c) The Commission *shall* report on a quarterly basis to the Speaker of *I Liheslaturan Guåhan* as to the revenues collected and expended from the Fund, and post the same on the website of the Chamorro Land Trust Commission. The Fund *shall* be subject to audit by the Guam Public Auditor."

4

CHamoru Land Trust Commission
Land Agent Staff Report

REMEDIOS NATIVIDAD AGUERO

1. **COMPLAINT/ISSUE:**
   a. Request for lease
   b. Request for survey authorization

2. **FACTS**
   a. Lessee's Date and Time: December 4, 1995, 8:11am
   b. Application Number: 792
   c. Application Type: Residential
   d. Priority: 1
   e. Pre-occupier: No
   f. Land Use Permit (LUP)/Mayor's Verification: No
   g. Notice of Intent to Award (NOIA): Yes, dated March 11, 2005
   h. Lease: No
   i. Location: Tract 10125, Block 13, Lot 17, Dededo
   j. Lot Size: 2,020± square meters, One-half acre(s)
   k. Survey Authorization: Yes, dated March 11, 2005
   l. Survey Map: No, Sketch by surveyor B. Ortega, Jr. Check-print 146FY2005

3. **CHRONOLOGY**
   a. March 11, 2005: NOIA and Survey Authorization issued for one-half acre portion of Tract 10125-11, Dededo
   b. April 3, 2005: Sketch signed by R. Aguero and surveyor B. Ortega, Jr., Check-print 146FY2005 not submitted to DLM Survey Division
   c. June 7, 2005: Payment plan drafted by surveyor representative R. Aguilar, $150.00 was paid to surveyor by R. Aguero

4. **FINDINGS**
   - Surveyor B. Ortega, Jr.'s license was revoked and the survey was not completed
   - Approval of residential lease upon completion of survey map
   - Issuance of new survey authorization
   - Submit to Commission for review and consideration

CHamoru Land Trust Commission
Land Agent Staff Report

JOHN CRISOSTOMO CARBULLIDO

1. **COMPLAINT/ISSUE:**
   a) Applicant request to change application type from Residential to Agriculture

2. **FACTS:**
   a. Applicant's Date and Time: December 9, 1995, 11:30 am pm
   b. Application Number: 1928
   c. Application Type: Residential
   d. Priority: 2
   e. Pre-occupier: No
   f. Land Use Permit (LUP): No
   g. Notice of Intent to Award: No
   h. Location: N/A
   i. Lot Size: N/A
   j. Survey Authorization (SA): No
   k. Survey Map: No

3. **CHRONOLOGY:**
   a) January 5, 2004: Letter from applicant to Land Agent B. Gumataotao stating CLTC lost his file and submitted a copy of his application for file.
   b) May 8, 2009: Residential Interview Report.
   c) August 20, 2015: Request to change application type from Residential to Agriculture

4. **FINDINGS:**
   a) Residential Interview Report; applicant is a land owner
   b) Request to change application type from Residential to Agriculture was not signed or approved by AD

CHamoru Land Trust Commission
Land Agent Staff Report

JESUS PEREZ CONCEPCION (DEC.)

1. COMPLAINT/ISSUE:
    a. Request for transfer of beneficiary rights

2. FACTS
    a. Applicant's date and time: December 4, 1995, 10:11am
    b. Application Number: _____
    c. Application Type: Residential
    d. Priority: 1
    e. Pre-occupier: No
    f. Land Use Permit (LUP): _____
    g. Notice of Intent to Award: Yes, dated November 21, 2007
    h. Location: Portion of Lot 480, Agat
    i. Lot Size: One-half (.50) Acre(s)
    j. Survey Authorization: _____
    k. Survey Map: _____

3. CHRONOLOGY
    a. Beneficiary Designation dated February 3, 2000 (Narcisa D.L.R. Concepcion, Spouse)
    b. Applicant's Certificate of Death dated September 18, 2009 (Deceased on September 14, 2009)
    c. CLTC Application dated April 6, 2018 (Nadine Yvette Concepcion-Reyes, daughter)
    d. Letter of Relinquishment dated April 9, 2018 (Narcisa D.L.R. Concepcion to Nadine Yvette Concepcion-Reyes)
    e. Affidavit of Beneficiary Claim and Relinquishment dated January 13, 2020 (Narcisa D.L.R. Concepcion-Reyes to Nadine Yvette Concepcion-Reyes) Beneficiary begins as new applicant.
    f. Beneficiary Designation dated January 13, 2020 (Blake Franco Concepcion Reyes)
    g. Affidavit for Designation of Trusteeship of Minor Child dated January 13, 2020 (Blake Franco Concepcion Reyes, date of birth November 23, 2012)

4. FINDINGS
    a. The surviving spouse and beneficiary, Narcisa D.L.R. Concepcion, is unqualified and requests to transfer the beneficiary right to her daughter, Nadine Yvette Concepcion-Reyes, whom is qualified.
    b. Upon Commission approval, process beneficiary designation.
    c. Determine status of date and time to begin lease process.

CHamoru Land Trust Commission
Land Agent Staff Report

AISHA FRANCINE MAFNAS DIAZ

1. COMPLAINT/ISSUE:
    a. Deceased original applicant is being taxed for property on a lease that was not fully consummated

2. FACTS
    a. Original Applicant: Irene Iglesias Mafnas
    b. Original Applicant's Date and Time: December 2, 1995; 9:09 a.m.
    c. Application Number: 000085
    d. Application Type: Residential
    e. Priority: 1
    f. Pre-occupier: No
    g. Land Use Permit (LUP)/Mayor's Verification: None
    h. Notice of Intent to Award (NOIA): None
    i. Lease: Prepared, not signed by applicant
    j. Location: Tract 9210, Block 10, Lot 16, Yigo
    k. Lot Size: None listed
    l. Survey Authorization: None
    m. Survey Map: None

3. CHRONOLOGY
    a. January 23, 1997: Residential lease signed by AD R. Teehan for I. Mafnas for Tract 9210, Block 10, Lot 16, Yigo, not signed by original applicant
    b. January 27, 1997: Interview conducted, original applicant named two benefactors: Jolene P. Mafnas and granddaughter, Aisha Francine Mafnas Diaz
    c. June 1, 2009: Death of original applicant
    d. January 5, 2016: Benefactor A. Diaz named mother, F. Diaz as Attorney-In-Fact (AIF)
    e. July 31, 2018: Letter of relinquishment signed by benefactor J. Mafnas to benefactor A. Diaz
    f. August 7, 2018: Application submitted for benefactor A. Diaz
    g. August 8, 2018: Power-Of-Attorney (POA/AIF) recorded with DLM
    h. January 17, 2019: Commission gave AD authority to review and approve application transfers pursuant to P.L. 23-38 via CLTC Resolution 2019-03
    i. March 11, 2019: Memo to File approving the relinquishment of beneficiary rights from J. Mafnas to A. Diaz signed by AD J.E. Hattig based on P.L. 23-38 Sec 5.8(a) and Resolution No. 2019-03
    j. March 13, 2019: Application rights were transferred in data base and folder name was changed from I. Mafnas to A. Diaz pursuant to CLTC Resolution 2019-03

4. FINDINGS:
    a. Lease was not approved by the Commission
    b. Lease in file not signed by original applicant
    c. Between 2012 and 2014 the original applicant's name was submitted to DRT

d. In 2015 an updated list was submitted to DRT with the original applicant's name removed, but still remained on DRT's list.
e. Deceased applicant is being taxed for property not received or occupying
f. Issuance of letter from CLTC to DRT requesting to have any assessed taxes waived
g. Submit to Commission for review and consideration

CHamoru Land Trust Commission
Land Agent Staff Report

KORI MATTHEW MOEN MANIBUSAN

1. **COMPLAINT/ISSUE:**
   a. Request to transfer application rights

2. **FACTS:**
   a. Original Applicant: Michael Hernandez Manibusan
   b. Original Applicant's Date and Time: December 7, 1995, 9:30am
   c. Application Number: 1482
   d. Application Type: Residential
   e. Priority: 1
   f. Pre-occupier: No
   g. Land Use Permit (LUP)/Mayor's Verification: None
   h. Notice of Intent to Award (NOIA): None
   i. Location: None
   j. Lot Size: None
   k. Survey Authorization (SA): No
   l. Survey Map: No

3. **CHRONOLOGY:**
   a. October 3, 2002: Interview conducted, named minor son, K. Manibusan as beneficiary
   b. August 28, 2004: Death of original applicant, M. Manibusan, Death certificate on file
   c. October 19, 2011: Letter from daughter, N. Manibusan to AD M. Mafnas to oversee minor benefactor brother, K. Manibusan, No guardian documents on file
   d. November 4, 2016: Special Power-Of-Attorney (POA) enacted by benefactor, K. Manibusan naming sister, N. Manibusan
   e. February 8, 2017: Benefactor, K. Manibusan application submitted, POA recorded with DLM
   f. February 9, 2017: Application rights transferred in database and name on folder changed from original applicant, M. Manibusan to new applicant, K. Manibusan
   g. April 28, 2018: Notarized Letter of Relinquishment from new applicant, K. Manibusan to sister, N. Manibusan
   h. May 9, 2018: POA, N. Manibusan application submitted

4. **FINDINGS:**
   a. An attempt at beneficiary designation does not meet requirements of Public Law 23-38, section 5.8, Transfer of Application Rights because transferee is not a spouse, child, widow of a brother or sister, or a niece of the transferor nor does it meet the requirements of CLTC Resolution 2019-03 because no lease has been issued
   b. Request for transfer of application rights of deceased original applicant, M. Manibusan to daughter, N. Manibusan pursuant to request from new applicant, K. Manibusan for relinquishment should be made to the Commission

c. Submit to Commission for review and consideration

CHamoru Land Trust Commission
Land Agent Staff Report

ANTHONY CRUZ SAMILIANO, JR.

1. **COMPLAINT/ISSUE:**
   a. Request for lease

2. **FACTS**
   a. Applicant's Date and Time: December 2, 1995, 2:26pm
   b. Application Number: 466
   c. Application Type: Residential
   d. Priority: 1
   e. Pre-occupier: No
   f. Land Use Permit (LUP)/Mayor's Verification: No
   g. Notice of Intent to Award (NOIA): No
   h. Lease: No
   i. Location: Lot 5382N-10, Barrigada
   j. Lot Size: 2,024± square meters
   k. Survey Authorization: Yes, dated October 27, 2003
   l. Survey Map: Yes, 169FY2017, Map Doc No. 906951

3. **CHRONOLOGY**
   a. October 24, 2003: Site inspection for a portion of Lot 10125-11, Dededo was conducted
   b. October 27, 2003: Survey authorization was issued for a portion of Lot 10125-11 Dededo; Building and Clearing and Grading permits were issued
   c. December 9, 2003: Residential lease was signed by AD J.M. Borja; no applicant signature
   d. June 28, 2016: Scheme for Lot 5382N-9, Barrigada was approved and signed by AD M.J. Borja
   e. November 8, 2016: Applicant signed a 1st Decline of Municipality Award on Lot 10125-11, Dededo and a survey authorization was issued for Lot 5382N-9 for not more than 2,024± square meters

4. **FINDINGS**
   - Applicant was never shown a property within Tract 10125-11 Dededo nor was he aware that a lease was prepared in his name
   - Applicant declined Lot 10125-11, Dededoand a lot showing was conducted for him on Lot 5382N-10, Barrigada
   - Survey was completed for Lot 5382N-9 Barrigada under 169FY2017, Map Doc No 906951 by surveyor F. Castro, PLS 19
   - Issuance of a residential lease to Anthony Cruz Samiliano, Jr. for Lot 5382N-9, Barrigada containing an area of 2,024± square meters
   - Submit to Commission for review and consideration

CHamoru Land Trust Commission
Land Agent Staff Report

VINCENT JOHN C. SAN NICOLAS

1. **COMPLAINT/ISSUE:**
   a. Request for relocation

2. **FACTS**
   a. Lessee's Date and Time: December 4, 1995, 8:11am
   b. Application Number: 622
   c. Application Type: Residential
   d. Priority: 1
   e. Pre-occupier: No
   f. Land Use Permit (LUP)/Mayor's Verification: No
   g. Notice of Intent to Award (NOIA): No
   h. Lease: Yes, dated January 13, 2004
   i. Location: Lot 278-18, Umatac
   j. Lot Size: One-half acre(s)
   k. Survey Authorization: No
   l. Survey Map: Yes, CLTC In-House approved map

3. **CHRONOLOGY**
   a. January 13, 2004: Residential lease signed for a portion of Lot 278, Umatac
   b. January 27, 2006: In-House approved survey map signed by V. San Nicolas and surveyor, R. Ventura for a portion of Lot 278, Umatac
   c. February 16, 2018: V. San Nicolas requested for a different lot due to issues with leased lot – unable to build a residential structure due to terrain
   d. February 19, 2018: Lot showing conducted on Tract 10121, Block 8, Lot 1-13, Yigo
   e. May 18, 2018: Case file was forwarded to Land Agent Supervisor M. Leon Guerrero for processing of addendum, no action taken
   f. June 1, 2018: V. San Nicolas was advised of moratorium therefore addendum was not issued

4. **FINDINGS**
   - Lot 278-18, Umatac cannot be utilized at this time due to terrain and inaccessibility
   - V. San Nicolas has been informed that he may bear the cost of survey should his request be granted
   - Submit to Commission for review and consideration

CHamoru Land Trust Commission
Land Agent Staff Report

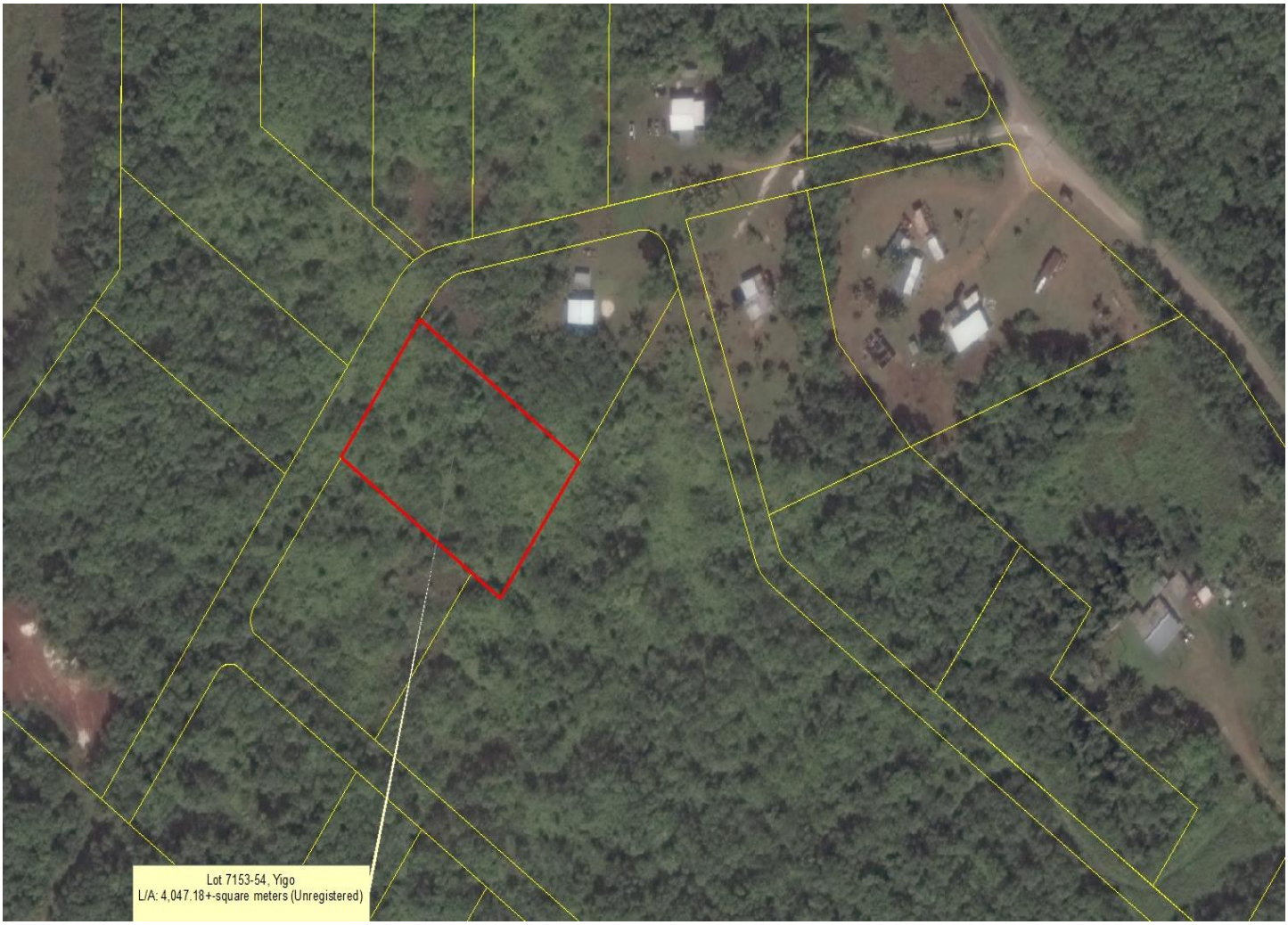
JESSE LEE TAISIPIC

1. COMPLAINT/ISSUE:
    a. Request for relocation

2. FACTS
    a. Lessee's Application Date and Time: December 2, 1995, 2:28pm
    b. Application Number 0000451
    c. Application Type: Residential
    d. Priority: 1
    e. Pre-occupier: No
    f. Mayor's Verification: Yes, dated July 31, 2003, Mayor of Agat
    g. Lease: dated December 9, 2003, Unrecorded
    h. Location: A portion of Lot 7153, Yigo (Lot 7153-54), Unregistered
    i. Lot Size: 4,047.18+-SQUARE METERS / 1 acre(s)
    j. Survey Authorization: Yes, dated September 23, 2003
    k. Survey Map: No

3. CHRONOLOGY
    a. Approval of application for building and clearing permits dated September 23, 2003
    b. Issued Agricultural lease dated December 9, 2003, Unrecorded
    c. Request to change application type from Agriculture to Residential dated April 28, 2004
    d. Beneficiary Designation dated May 21, 2009 Michelle A. Santos (common-law spouse)

4. FINDINGS
    a. A Ground Lease (Agriculture) was issued for "not more than 1 acre, subject to survey" on a portion of Lot 7153, Yigo. Subject lot is unregistered government of Guam property, now designated as Lot 7153-54, Yigo.
    b. Due to status of property as unregistered, lessee has been advised and is agreeable to the option of relocation subject to Commission approval with the following conditions:
        1. Available property must be registered and titled in the CLTC inventory and
        2. Lessee is amenable to a reduction from 1 acre to one-half (.50) acre
    c. Issuance of 90-day Survey Authorization on new proposed lot
    d. Processing of an Addendum to Lease to reflect new property description referencing the survey map



CHAMORU LAND TRUST COMMISSION
COMPILED BY JOHN J. GUMATAOTAO, LAND AGENT I · 02/04/2020
JESSE LEE TAISIPIC

CHamoru Land Trust Commission
Land Agent Staff Report

Enrique Santos Agustin

1. COMPLAINT/ISSUE:
    a. Request for termination

2. FACTS:
    a. Original Applicant's Date and Time: December 4, 1995, 8:28 am
    b. Application Number: 00864
    c. Application Type: Agriculture
    d. Priority: N/A
    e. Pre-occupier: No
    f. Land Use Permit (LUP) / Mayor's Verification: Yes, dated March 13, 2005, Mayor of Agat
    g. Notice of Intent to Award (NOIA): Yes dated October 28, 2005
    h. Lease: Yes, dated May 24, 2017 Recorded under IN 909314
    i. Location: Tract 10316, Block 11, Lot 23, Dededo
    j. Lot Size: 2,023.00 square meters
    k. Survey Authorization: Yes, February 24, 2017
    l. Survey Map: Yes, L.M. No. 183 FY2017, Document No. 907345

3. CHRONOLOGY:
    a. Certification of Residency Dated March 13, 2005 Submitted
    b. Interview conducted on October 18, 2005 by Land Agent, B. Gumataotao
    c. Notice of Intent to Award for a portion of Lot 10120, Dededo Dated October 28 2005
    d. Survey Authorization Dated October 28, 2005 printed
    e. 1st Decline of Municipality Award for Lot 10120 Dededo signed February 24, 2017
    f. Survey Authorization for Lot 23, Block 11, Tract 10316 Dededo received on February 24, 2017
    g. Letter submitted requesting to terminate lease October 16, 2019

4. FINDINGS:
    a. Mr. E. S. Agustin stated that he and his wife, Cynthia are getting older, it would require a lot to work to remove debris that was on the property prior to receiving the lease, utilities would be costly to be brought into the area, the cost of fencing is expensive, and they are relocating to the US mainland.
    b. Request to approve termination of a lease on Tract 10316, Block 11, Lot 23, Dededo containing an area of +/- 2,023 Square Meters.
    c. Process Affidavit of Termination
    d. Produce Termination Document
    e. Record Termination Document

Lourdes A. Leon Guerrero
Governor
Joshua F. Tenorio
Lt. Governor

Department of Agriculture
Dipåttamenton Agrikottura

163 Dairy Road, Mangilao, Guam 96913

Chelsa Muña-Brecht
Director

January 28, 2020

TO: Chamorro Land Trust Commission

FROM: Director, Department of Agriculture

Subject: Request Transfer of Lots 1110-1-1-New and 1110-1-R1 in Mangilao to the Department of Agriculture

Hafa Adai Mr. Chair and Commission Members:

We request that the afore mentioned lots, 1110-1-1-New and 1110-1-R1, located in the village of Mangilao, be transferred to the Department of Agriculture (DOAG). The lots were formerly owned by DOAG and transferred to the Chamorro Land Trust Commission (CLTC). DOAG became aware of the transfer to CLTC in 2009 while constructing its Fisheries Building.

The lots are adjacent to DOAG Divisions of Aquatic and Wildlife Resources (DAWR) Endangered Species Captive Breeding Program and Fisheries Building. The lots are crucial to the future expansion of the Captive Breeding Program, which currently houses the Guam Rails (Ko'ko') and Micronesian Kingfishers (Sihek), the Fish Aggregating Device (FAD)/Shallow Water Mooring Buoy (SWM) programs, Educational and Outreach programs, and DAWR's Administrative section. Transfer of the lots will compliment and solidify the programs in expanding and enhancing its facilities. The facilities expansion will also enable us to increase our community education and outreach. It will be will be funded through agreements with our federal grants in the United States Fish and Wildlife Services (USFWS) and will provide designated areas for student and community outreach and education.

We look forward to your favorable response. Please contact Jay Gutierrez, DAWR Assistant Chief, at jay.gutierrez@doag.guam.gov if you have any further questions or to schedule a meeting. Your positive support will be in favor of our programs.

Chamorro Land Trust Commission
Feb 03, 2020

Chelsa Muña-Brecht

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Attachment