

MINA BENTE OCHO NA LIHESLATURAN GUÅHAN  
2006 (SECOND) REGULAR SESSION

BILL NO. 315 (LS)

INTRODUCED BY:

F. B. AGUON, JR. 

AN ACT RELATIVE TO ENHANCING THE  
MAINTENANCE, UPKEEP, BEAUTIFICATION, AND  
PUBLIC ACCESSIBILITY OF THE CHINESE PARK  
LOCATED IN UPPER TUMON, MUNICIPALITY OF  
DEDEDO, THROUGH THE LONG-TERM LEASE OF SAID  
PROPERTY TO THE GUAM CHINESE CHAMBER OF  
COMMERCE, A NON-PROFIT ORGANIZATION; THUS  
REQUIRING THAT SUCH FACILITY BE PROPERLY  
MAINTAINED AND ADMINISTERED FOR THE DIRECT  
BENEFIT OF THE PEOPLE OF GUAM.

1 **BE IT ENACTED BY THE PEOPLE OF GUAM:**

2 **Section 1. Legislative Intent and Findings.**

3 The Liheslaturan Guahan finds that the government of Guam over  
4 the years has experienced difficulty in the general maintenance and upkeep  
5 of the Chinese Park located in upper Tumon, near John F. Kennedy High  
6 School, due to financial challenges that have directly affected the ability of  
7 certain government agencies from maintaining public parks and facilities.  
8 As a result of this situation, business and non-profit organizations have  
9 become active in supporting the island community through assisting  
10 directly in the maintenance and upkeep of several public parks and  
11 facilities. Such an organization is the Guam Chinese Chamber of

1 Commerce. The Guam Chinese community following Super typhoon  
2 Pongsona volunteered to maintain the Chinese Park and to insure its  
3 accessibility to the community. In early 2006, the Guam Chinese Chamber  
4 of Commerce and the Chinese community jointly invested in excess of  
5 twenty-five thousand dollars (\$25,000.00) to prepare the park for its  
6 Chinese New Year's festivities in February. Because of the need to insure  
7 that the park is maintained regularly and made accessible for the  
8 community, the Guam Chinese Chamber of Commerce has expressed an  
9 interest in the possible lease of the Chinese Park property in an effort to  
10 increase its beauty and use by the public.

11 It is therefore the intent of I Liheslaturan Guahan to authorize the  
12 lease of the property in which the Chinese Park is located to the non-profit  
13 organization, Guam Chinese Chamber of Commerce, to insure sufficient  
14 maintenance, administration, and use of the public park facility by  
15 members of the organization and most importantly the people of Guam.  
16 Such lease agreement would restrict subleasing of said property and  
17 further prohibit any commercial activity to be conducted in the park. Thus  
18 emphasizing the need to assure continued public benefit and use of the  
19 park facility.

20 **Section 2. Authorization for the Lease of the Chinese Park, located**  
21 **in upper Tumon, Municipality of Dededo, to the Guam Chinese**  
22 **Chamber of Commerce.**

1 (a.) The Department of Parks and Recreation, or its successor  
2 agency, of the Government of Guam is hereby authorized  
3 to enter into a lease arrangement with the Guam Chinese  
4 Chamber of Commerce for the maintenance, use, and  
5 administration of the Chinese Park located in upper  
6 Tumon, municipality of Dededo, for a period to be  
7 mutually agreed upon by both parties, but not to initially  
8 exceed Twenty-Five (25) years; with a single option to  
9 extend said lease arrangement, but not to exceed a  
10 cumulative total of Fifty (50) years. Said lease shall be  
11 limited to the management and maintenance of the public  
12 park; the improvement and upgrade of existing facilities,  
13 structure, lighting, and other provisions mutually agreed  
14 upon between the Department of Parks and Recreation  
15 and the Guam Chinese Chamber of Commerce, and not  
16 inconsistent with existing laws.

17 (b.) The Guam Chinese Chamber of Commerce shall provide  
18 the island community with direct access and use of the  
19 Chinese Park facility and property to the greatest extent  
20 possible.

21 (c.) The Guam Chinese Chamber of Commerce shall not have  
22 the authority to sublet, transfer or assign such lease of the  
23 public park property or facility, except that the GCCC

1 may enter into subleases with businesses or organizations  
2 that wish to operate concessions. The Chinese Park  
3 property shall not be utilized for commercial purposes or  
4 activities, except as otherwise provided herein.

5 (d.) Plans for structural changes or improvements, but not  
6 limited to, the improvement, expansion or re-  
7 configuration of existing facilities, shall be presented to  
8 the community through the conduct of a public meeting,  
9 which shall provide for an exchange of ideas and  
10 comments, prior to the final approval of the proposal.

11 (e.) The aforementioned lease arrangement shall restrict the  
12 assessment of any fees to members of the public for initial  
13 entrance to the park and its facilities. This provision shall  
14 not restrict the application or sale of products by  
15 businesses or organizations, as authorized herein; nor  
16 shall this provision prohibit the rental use of the facilities  
17 by the public. Any rental fees applied herein shall be  
18 equivalent to or comparative to the rental fees being  
19 assessed to the general public through the use of similar  
20 public parks and facilities. Revenues generated as a  
21 result of the use of the Chinese Park shall solely be  
22 applied toward the administration and maintenance of

1 the park, in compliance with the provisions set forth  
2 herein.

3 (f.) The lease agreement specified herein shall include the  
4 payment of any and all utility costs, i.e. water, power,  
5 etc., associated with the administration and maintenance  
6 of the Chinese Park by the Guam Chinese Chamber of  
7 Commerce. The assumption of such costs shall  
8 commence immediately upon the effective date of the  
9 lease agreement.

10 (g.) Any lease agreement entered into pursuant to the  
11 provisions contained herein shall be subject to legislative  
12 approval, through the enactment of legislation.

13 (h.) The Guam Chinese Chamber of Commerce shall provide  
14 a written report to I Maga'lahaen Guahan and the Speaker  
15 of I Liheslaturan Guahan semiannually to commence six  
16 (6) months following the official signing of the  
17 aforementioned lease agreement. The written report shall  
18 include information on the activities of the organization  
19 on the use, maintenance, upgrade, public access, and  
20 future plans for the Chinese Park. Said report shall  
21 further contain information on the revenues and expenses  
22 incurred through the administration and use of the public  
23 park.

1           **Section 3. Compiler of Laws to Codify Provisions Contained in**  
2           **Section 2 of this Act.**

3           The Compiler of laws of the Supreme Court of Guam shall  
4           appropriately codify the provisions contained in Section 2 of this Act;  
5           and shall provide information to I Maga'lahaen Guahan and the  
6           Speaker of I Liheslaturan Guahan of its compliance with the  
7           provision set forth herein.

8           **Section 4. Severability Clause.**

9           If any provision of this Act or its application to any person or  
10          circumstances is held invalid, the invalidity shall not affect other  
11          provisions or applications of this Act which can be given effect without the  
12          invalid provision or application, and to this end the provisions of this Act  
13          are severable.