

United States of America pursuant to which Lessor or its predecessor in interest may have acquired the property of which the Premises form a part. Pertinent provisions of the terms of the conveyance from the United States of America are set forth in Exhibit B hereto, which provisions are incorporated by reference herein, and this Amended Lease Agreement is made subject to such provisions.

5. Use.

(a) General. The premises shall be used for the purpose of construction and operation of a yacht club to provide a central facility for recreational boating and related social activities, to promote community interest and participation in the sport of sailing, the conduct of Red-Cross certified sailing instruction open to the People of Guam with special emphasis on sailing instruction for Guam's youth, to provide a training facility for Guam's National Olympic Sailing Program and to provide a facility for the hosting of local and international yacht racing events, and the conduct of any and all activities related or incidental thereto.

(b) Required Improvements. Lessee shall, prior to the expiration of the first five (5) years of the term of this Amended Lease Agreement, make at the sole cost and expense of Lessee, leasehold improvements in, to and about the Premises and any easement and/or access and adjoining areas used by Lessee, which improvements shall in total have a value of not less than One

Hundred Thousand Dollars (\$100,000.00). As used herein, value shall mean fair market value or replacement cost or actual cost, whichever is greater. In the event Lessee shall fail or neglect to make such improvements prior to the expiration of the five (5) year period provided for herein then Lessor may, at Lessor's option and upon not less than sixty (60) day's prior written notice to Lessee, cancel this Amended Lease Agreement.

6. Alterations, Construction and Replacements. Lessee's right to construct, make alterations or improvements shall be subject to prior review and approval of the Board of Directors of the Port Authority of Guam, which approval shall not be unreasonably withheld and Lessee shall be required to obtain such other approvals, permits and licenses from governmental entities as may be incidental and necessary thereto.

7. Title to Buildings and Improvements to Remain in Lessee and the Government of Guam During the Term; Reversion to Lessor on Expiration of Term. During the term of this Amended Lease Agreement, title to any and all buildings or improvements situated or erected on the Premises and the building equipment, fixtures and other items installed thereon and any alterations or additions thereto shall remain in Lessee and in the Government of Guam as their respective interests may appear and in accordance with their respective contributions to the construction of buildings and other improvements upon the Premises. Upon expiration of this Amended

Lease Agreement, all improvements remaining on the Premises shall become the property of Lessor.

8. Assignment. Lessee shall not have the right to assign this Amended Lease Agreement. This prohibition against assignment shall not prevent Lessee from allowing other sailing, boating or recreational groups to share in the use of the Premises nor shall it prevent Lessee from contracting with third parties to provide necessary goods and services for the benefit of the Lessee or the public.

9. Real Property Taxes. Lessee shall pay any and all taxes and assessments against the Premises and all improvements thereon throughout the term of this Amended Lease Agreement. For the first year of the initial term of this Amended Lease Agreement all taxes and assessments against the Premises shall be prorated between Lessor and Lessee as of the date hereof.

10. Payment of Utilities. Lessee shall pay and be responsible for the installation of and all charges for water, power and other utilities installed and supplied to and on the Premises.

11. Maintenance. Lessee shall, at its own cost and expense, maintain all the improvements on the Premises in good repair and condition throughout the term of this Amended Lease Agreement, reasonable wear and tear excepted.

12. Duty of Lessee to Indemnify, Hold Harmless and Defend;
Insurance.

(a) Duty of Lessee to Indemnify, Hold Harmless and Defend. Lessee shall indemnify, hold harmless and defend Lessor and the Government of Guam from any claim for personal injury or property damage that may arise out of the use of the Premises during the term of this Amended Lease Agreement. Lessee shall accept tender of defense on behalf of Lessee or the Government of Guam in the event of any claim for personal injury or property damage arising out of the use of the Premises during the term of this Amended Lease Agreement and Lessor shall cooperate with Lessee in the defense of any such claim.

(b) Fire Insurance. Throughout the term of this Amended Lease Agreement, so long as such coverage is reasonably and commercially available, Lessee shall keep and maintain a policy of fire insurance covering any insurable buildings and improvements placed upon the Premises in an amount equal to the fair market value of such buildings and improvements. Any policy of fire insurance so kept and maintained shall name Lessee and the Government of Guam as named insureds and loss payees in accordance with their respective interests in the insured buildings and improvements.

(c) Liability Insurance. Throughout the term of this Amended Lease Agreement, so long as such coverage is reasonably and commercially available, Lessee shall keep and maintain a policy of

liability insurance indemnifying Lessor, Lessee and the Government of Guam as named insureds against any claim for personal injury or property damage for which Lessor, Lessee or the Government of Guam may be found by a court of competent jurisdiction to be legally obligated to pay. Such liability insurance shall provide minimum limits of liability insuring against injury to any person or property in the sum of not less than Three Hundred Thousand Dollars (\$300,000.00) for bodily injury to one person, One Million Dollars (\$1,000,000.00) for bodily injury to more than one person in any one accident, and Two Hundred Thousand Dollars (\$200,000.00) for property damage in one accident. Lessee shall also, as part of the annual report required by paragraph 20(g) Port Authority Oversight of this Amended Lease Agreement submit to Lessor a statement of the liability insurance kept and maintained by Lessee in accordance with the requirements of this subparagraph. Lessor may, not more frequently than every three (3) calendar years, commencing with the Calendar Year 1995, review the liability insurance kept and maintained by Lessee and may thereafter require a reasonable increase in the limits of liability provided by such liability insurance policy. Any increase in liability limits thus required shall be consistent with commercially acceptable practices prevalent within the Territory of Guam at the time of review and shall further be subject to the reasonable commercial availability of liability insurance providing increased limits of liability.

13. Condemnation. In the event the entire Premises is taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, this Amended Lease Agreement and all of the right, title and interest hereunder shall terminate and cease on the date title as to the Premises so taken or transferred vests in the condemning authority.

In the event of the taking or transfer of only a portion of the Premises leaving the remainder in such location, or in such form, shape, or reduced size as to be not effectively and practicably usable in the sole opinion of Lessee, at Lessee's sole option, this Amended Lease Agreement and all right, title and interest thereunder shall cease on the date title of the Premises or the portion thereof so taken or transferred vests in the condemning authority.

In the event of such taking or transfer of only a portion of the Premises leaving the remainder in such location and in such form, shape or size as to be effectively and practicably usable in the sole opinion of Lessee, this Amended Lease Agreement shall terminate and end as to the portion of the Premises so taken or transferred as of the date title to such portion vests in the condemning authority, but shall continue in full force and effect as to the portion of the Premises not so taken or transferred. In

such event the rent payable hereunder shall be reduced in proportion to the area of the Premises taken.

It is understood and agreed by and between the parties that all compensation and damages awarded for the taking of all buildings and other improvements whatsoever on the Premises or any portion thereof shall belong to and be the property of Lessee and the Government of Guam as their respective interests shall appear and in accordance with their respective contributions to the erection of buildings and improvements on the Premises, as taken; provided, however, Lessor shall be entitled to receive an award and compensation from the condemning authority (not Lessee) for the value of its remainder interest in the Premises. Furthermore, Lessee shall be entitled to the award for and on account of any cost or loss Lessee may sustain in the removal of Lessee's fixtures, equipment and furnishings from the Premises, or as a result of any alterations, modifications or repairs which may be reasonably required by Lessee in order to place the remaining portion of the Premises not so condemned in a suitable condition for the continuance of Lessee's tenancy, or on account of any diminution in value of its leasehold estate hereunder. All interested parties may independently file separate claims in the condemnation proceedings for the purpose of having the value of their respective claims determined.

14. Lessor's Rights on Default. This Amended Lease is upon the continuing condition that (a) if Lessee shall fail to pay the rent as stipulated in this Amended Lease Agreement or any part thereof when the same becomes due and shall fail to do so within thirty (30) days after written notice of default from Lessor; (b) if Lessee fails to, in any other respect faithfully observe and perform any other term, condition or covenant contained in this Amended Lease Agreement, on its part to be observed or performed, and fails to cure said default within thirty (30) days after written notice thereof, or shall fail to commence to cure a default whose cure would require more than thirty days; (c) if Lessee fails to faithfully observe and perform the special requirement set forth in paragraph 20(b) of this Amended Lease Agreement on its part to be observed and performed, and fails to cure said default within thirty (30) days after written notice thereof, or if Lessee fails to faithfully observe and perform the special requirements set forth in paragraph 20(a), (c), (d), (e), (f) and (g) of this Amended Lease Agreement on its part to be observed or performed, and fails to cure said default within sixty (60) days after written notice thereof, or fails to commence to cure any such default the cure of which would require more than sixty (60) days; (d) if Lessee shall become bankrupt or makes an assignment for the benefit of its creditors, or file any debtor proceedings of any kind or character whatsoever under any provision of the Federal Bankruptcy Act seeking any readjustment, arrangement, postponement,

composition or reduction of its debts, liabilities or obligations; or (e) if Lessee shall abandon the Premises; then in any such event, Lessor may upon thirty (30) days written notice to Lessee, subject to the provisions herein contained, enter into and upon the Premises or any part thereof in the name of the whole and at Lessor's option:

(i) Cancel this Amended Lease Agreement by giving written notice to Lessee and thereupon take possession of the Premises and all improvements thereon, and thereby become wholly vested with all right, title and interest of Lessee therein and may expel and remove Lessee from the Premises, without being guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, all without prejudice to any other remedy or right of action which Lessor may have for arrears for rent or for any other preceding breach of this Amended Lease Agreement on the part of Lessee, or

(ii) Relet the Premises, for the remainder of the term thereof at the best rent it can obtain for the account of Lessee who shall make good any deficiency.

15. Partial Invalidity. If any term, condition or provision of this Amended Lease Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

16. Attorney's Fees. Should either party commence any legal action or proceeding against the other based upon this Amended Lease Agreement, or any provision hereof, including, without limitation, this provision, the prevailing party shall be entitled to an award of attorneys' fees.

17. Compliance with Law. Lessee shall, during the term of this Amended Lease Agreement, as to the use, occupancy and improvement of the Premises comply with all material laws and regulations applicable to the Premises.

18. Access by Lessee. The rights granted by Lessor to Lessee hereunder include free rights of ingress and egress to and from the Premises. Lessee's initial access between the Premises and the public highway shall be by use of a presently existing unimproved roadway through the parcel of property of which the Premises form a part, as this existing roadway is shown on Exhibit A hereto. Lessee, at Lessee's sole cost and expense, shall have the right, subject to prior review and approval by the Board of Directors of the Port Authority of Guam, which approval shall not be unreasonably withheld, to from time to time clear, grade, fill and otherwise improve this existing unimproved roadway and to have any necessary public utilities located thereon. Lessor shall, in good faith, have the reasonable right at the Lessor's convenience from time to time to relocate this existing roadway or otherwise change the location of the access to the Premises in connection with any development by Lessor of the parcel of property of which the

Premises form a part so long as Lessee's rights of ingress and egress are not impaired.

19. Approvals.

(a) Federal Government. The parties shall cooperate and promptly after execution of the Amended Lease Agreement submit this Amended Lease Agreement for any and all approvals which may be required from the U.S. Federal Government and its agencies and instrumentalities, including without limitation any approvals which may be required by reason of Section 818 of Public Law 96-418, as amended.

(b) Legislative Approval. Applicable law requires that this Amended Lease Agreement be approved or confirmed by the Guam Legislature. Lessor shall submit this Amended Lease Agreement for legislative approval and the parties shall cooperate in using their best efforts in good faith to obtain such approval. The term of this Amended Lease Agreement (notwithstanding any other provisions herein contained) shall not be deemed to have commenced until such date as legislative approval is obtained and the expiration date of this Amended Lease Agreement shall be a date thirty (30) years from the date of legislative approval.

(c) Rights of Entry. In the event the actual commencement date of the term of this Amended Lease Agreement is, because of legislative approval as provided in paragraph 19 (b) *supra*, or for any other reason, extended beyond the express date set forth in paragraph 2 *supra*, then Lessee shall have the right

prior to the commencement date, at Lessee's sole risk and Lessee's sole expense, to freely go and enter upon the Premises and easements and adjacent areas for the purposes of making soil tests, surveys, examinations, clearing, grading, filling and such other purposes as Lessee may elect. Lessee may, during any such period prior to the commencement date of this Amended Lease Agreement, place and maintain temporary structures on the Premises and may store boats and equipment on the Premises, but all at the sole risk of Lessee.

20. Special Requirements.

(a) Lessee to Remain a Not-For-Profit Organization.

During the term of this Amended Lease Agreement, Lessee shall retain its legal structure as a not-for-profit corporation whose membership shall be open on a non-discriminatory basis to all members of the public, provided that membership may be subject to payment by members of non-discriminatory fees, assessments and dues and subject to observation by all members of such non-discriminatory rules and regulations as Lessee may adopt for the convenience and safety of its members and the public and for other bona fide purposes as are set forth in paragraph 5 (b), *infra*.

(b) Public Access. During the term of this Amended Lease Agreement, Lessee shall permit public access to the Premises. Lessee may, as the party responsible for the maintenance and protection of the Premises, regulate and condition such access upon

compliance with rules and regulations as Lessee may from time to time establish relating to safety, protection of persons and property, sanitary conditions, prior reservations or notice, pollution control, environmental protection and compliance with Lessee's obligations under this Amended Lease Agreement. Such rules and regulations shall be subject to the approval of the Board of Directors of the Port Authority of Guam as is set forth in subparagraph (e), *infra*.

(c) Sailing Instruction. Lessee shall, during the term of this Amended Lease Agreement, maintain a program of Red-Cross certified sailing instruction open to the People of Guam with special emphasis on sailing instruction for Guam's youth, on the payment of reasonable fees as may be from time to time be established by the Lessee. Programs of sailing instructions shall include a minimum of three (3) courses of instruction annually open to adult and junior sailors between the ages of twelve (12) to twenty-three (23) years.

(d) International Yacht Racing Events. Lessee shall, during the term of this Amended Lease Agreement, provide support for international yacht racing events that are scheduled to call at Apra Harbor, Guam. Lessee's obligations shall include hosting of the annual Japan-Guam Goodwill Laser Regatta, the annual Japan-Guam Yacht Race and the quadrennial Auckland-Fukuoka Yacht Race. The Lessee's obligation to provide support facilities for these events shall be subject to the condition that the events be

adequately sponsored by yachting organizations of the initiating countries (New Zealand and Japan). Lessee shall not be required to comply with this condition in the event of force majeure, including war or other occurrences beyond the control of Lessee.

(e) Olympic Sailing Program. Lessee shall, during the term of this Amended Lease Agreement, make the Premises available for the training of Olympic sailors and for the storage of Olympic class boats and gear that may hereinafter be acquired. Lessee shall also provide training and logistical support through its Program and Recruitment for Olympic Athletes in Sailing (PROAS) to the extent practicable, subject to available funding.

(f) South Pacific Games. In the event that Guam is designated host country for the South Pacific Games during the term of this Amended Lease Agreement, Lessee agrees to provide support for the competitive sailing events held in connection with the South Pacific Games to the extent practicable, subject to available funding.

(g) Port Authority Oversight. The Board of Directors of the Port Authority of Guam shall exercise oversight of the activities of Lessee to insure that the terms, conditions and special requirements of this Amended Lease Agreement are observed and performed by the Lessee. The Board of Directors of the Port Authority of Guam, may, in its sole discretion, designate a representative to act as an *ex officio* member of the Board of Directors of the Marianas Yacht Club for the purpose of

coordinating Lessee's activities, including international yacht racing events, with the administration of the Port Authority. The Lessee shall, not less than ninety (90) days following the end of each calendar year of the leasehold term commencing with the end of Calendar Year 1992, submit a written report to the Board of Directors of the Port Authority of Guam outlining its compliance with the special requirements of this Amended Lease Agreement. The oversight authority provided by this paragraph shall include the responsibility for reviewing and approving the rules and regulations adopted by the Lessee in accordance with paragraph 20 (b), supra. In the event that the Board of Directors of the Port Authority of Guam determines that Lessee has defaulted in the observance or performance of the special requirements contained in this Amended Lease Agreement, Lessor's remedies shall be as set forth in paragraph 14, if this Amended Lease Agreement relating to Lessor's rights on default.

21. Interpretation. The language and all parts of this Amended Lease Agreement shall be in all cases construed simply, according to its fair meaning, and not strictly for or against Lessor. Captions in paragraph headings contained herein are for convenience and reference only, and shall not be deemed to limit or in any manner restrict the content of the paragraph to which they relate.

22. Binding Effect. This Amended Lease Agreement and the terms, covenants, and conditions herein shall extend to and be binding upon the respective heirs, legal representative, successors and assigns of the parties hereto, and to any other person or persons claiming to hold or to exercise any interest by, under or through any of the parties hereto.

23. Notice. All notices to be given with respect to this Amended Lease Agreement shall be in writing. Each notice shall be sent by registration or certified mail, postage prepaid and return receipt requested, to the party to be notified at such address as either party may from time to time designate in writing. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

24. Entire Agreement. This Amended Lease Agreement contains the entire agreement of the parties in respect to Lessee's tenancy, use and occupancy of the Premises, and no other agreement, statement, pertaining to the same shall be valid or of any force or effect. This Amended Lease Agreement shall not be subject to modification except in writing, signed by the parties hereto.

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Lessee, its successors and assigns, hereby acknowledge and confirm that water and power are not immediately available on or within one hundred feet of said property. Lessee understands that it will have to pay for water and power hookup at its sole expense.

IN WITNESS WHEREOF, the parties have executed this Amended Lease Agreement on the day and year first above written.

LESSOR:

PORT AUTHORITY OF GUAM

By: _____
PHILIP J. FLORES
Chairman of the Board
and

By: _____
DAVID B. TYDINGCO
General Manager

APPROVED AS TO FORM:

BROOKS, BROOKS & PEREZ, P.C.

By: _____
JAMES S. BROOKS
Attorneys for the Port
Authority of Guam

LESSEE:

THE MARIANAS YACHT CLUB

By: _____
Its Duly Authorized
Representative

By: _____
Its Duly Authorized
Representative

TERRITORY OF GUAM)
)
CITY OF AGANA)

On this _____ day of _____, 1991, before me a Notary Public in and for the Territory of Guam, personally appeared PHILIP J. FLORES, Chairman of the Board of the PORT AUTHORITY OF GUAM, known to me to be the person who executed the foregoing Amended Lease Agreement, and acknowledged to me that he executed the same on his behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

Notary Public

TERRITORY OF GUAM)
)
CITY OF AGANA)

On this _____ day of _____, 1991, before me a Notary Public in and for the Territory of Guam, personally appeared DAVID B. TYDINGCO, General Manager of the PORT AUTHORITY OF GUAM, known to me to be the person who executed the foregoing Amended Lease Agreement, and acknowledged to me that he executed the same on his behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

Notary Public

TERRITORY OF GUAM)
)
CITY OF AGANA)

On this _____ day of _____, 1991, before me a Notary Public in and for the Territory of Guam, personally appeared JAMES S. BROOKS of Brooks, Brooks & Perez, P.C., attorneys for the PORT AUTHORITY OF GUAM, known to me to be the person who executed the foregoing Amended Lease Agreement, and acknowledged to me that he executed the same on his behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

Notary Public

TERRITORY OF GUAM)
)
CITY OF AGANA)

On this _____ day of _____, 1991, before me a Notary Public in and for the Territory of Guam, personally appeared _____ and _____, the duly authorized representatives of the MARIANAS YACHT CLUB known to me to be the person who executed the foregoing Amended Lease Agreement, and acknowledged to me that he executed the same on his behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

Notary Public



21st Guam Legislature
**COMMITTEE ON
TOURISM and
TRANSPORTATION**

COMMITTEE REPORT

BILL 270 - AN ACT TO APPROPRIATE TWO HUNDRED THOUSAND DOLLARS FROM THE TOURIST ATTRACTION FUND TO THE GUAM VISITORS BUREAU TO PROVIDE FACILITIES FOR COMMUNITY SAILING ACTIVITIES AND FOR JUNIOR YACHTSMEN AND BOARDSAILORS TO PREPARE THEM FOR THE OLYMPIC AND SOUTH PACIFIC GAMES.

**PUBLIC HEARING:
MARCH 28, 1991**

**MARK-UP MEETING:
OCTOBER 31, 1991**

VICE SPEAKER JOHN PEREZ AGUON, Chairman
SENATOR CARL T.C. GUTIERREZ, Vice Chairman

Members:

SPEAKER JOE T. SAN AGUSTIN

**SENATOR J. GEORGE BAMBA
SENATOR DORIS F. BROOKS
SENATOR HERMINIA D. DIERKING
SENATOR ERNESTO M. ESPALDON
SENATOR PILAR C. LUJAN
SENATOR MARILYN D.A. MANIBUSAN**

**SENATOR DON PARKINSON
SENATOR MARTHA C. RUTH
SENATOR FRANCISCO R. SANTOS
SENATOR DAVID L.G. SHIMIZU
SENATOR THOMAS V.C. TANAKA
SENATOR ANTONIO R. UNPINGCO**

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COMMITTEE REPORT

MARIANAS YACHT CLUB

PUBLIC HEARING BY THE COMMITTEE ON TOURISM & TRANSPORTATION

The Committee on Tourism and Transportation conducted a public hearing on Thursday, March 28, 1991 at 9 a.m., in the Public Hearing Room of the Guam Legislature on:

Bill No. 225 - AN ACT TO APPROVE THE LEASE OF CERTAIN REAL PROPERTY BY THE PORT AUTHORITY OF GUAM TO THE MARIANAS YACHT CLUB AND TO APPROPRIATE THE SUM OF TWO HUNDRED THOUSAND (\$200,000.00) FROM THE FISCAL YEAR 1991 REVENUES OF THE TOURIST ATTRACTION FUND TO PROVIDE SUPPORT FACILITIES FOR GUAM OLYMPIC SAILING ACTIVITIES, COMMUNITY SAILING ACTIVITIES AND JUNIOR SAILING INSTRUCTION.

Bill No. 270 - AN ACT TO APPROPRIATE TWO HUNDRED THOUSAND DOLLARS FROM THE TOURIST ATTRACTION FUND TO THE GUAM VISITORS BUREAU TO PROVIDE FACILITIES FOR COMMUNITY SAILING ACTIVITIES AND FOR JUNIOR YACHTSMEN AND BOARD SAILORS TO PREPARE THEM FOR THE OLYMPIC AND SOUTH PACIFIC GAMES.

In attendance were Committee Chairperson John Perez Aguon, Vice - Chairperson Carl T. C. Gutierrez, Speaker Joe T. San Agustin, Senators George Bamba, Doris F. Brooks, Herminia Dierking, Ernesto Espaldon, Pilar C. Lujan, Marilyn Manibusan, Michael J. Reidy, Dr. David L. G. Shimizu, Martha Ruth, Frank R. Santos, Tommy Tanaka and Antonio Unpingco.

Signing in to testify were Port Authority of Guam General Manager David Tydingco, GUB General Manager Joey Cepeda, Marianas Yacht Club Commodore Tom Perez, John Moore (ex - Commodore of MYC), Joe Pruski (President, Bailan Tasi Boardsailors Club), Ben Santos (MYC Board member), Victor Torres, Dan Miller (Senior Instructor of MYC), Bob Shanosky (MYC member & sailing instructor from UOG), Dennis Zermeno (Deputy Director, Dept. of Parks and Recreation), Lynn Flores (MYC member), Denine Taitague, Charo Flores (MYC member) and Cathleen Orlin (Secretary of Bailan Tasi).

**MARIANAS YACHT CLUB
BILL NOS. 225 & 270**

TESTIMONIES

David Tydingco, General Manger of PAG, read his written testimony (Appendix). He stated his support for only the lease portion of the bills. In 1988, MYC informed PAG that their lease by the Old Seaplane Ramp with Mobil Oil would terminate in 12 months because of the expansion of Mobil Oil. Alternate sites were considered and the most feasible was the old Dry Dock Point since:

- 1) it was far from the heavy boating traffic.;**
- 2) the Sasa Bay side is environmentally sensitive and cannot absorb heavy industrial development. The activities of MYC will not threaten Sasa Bay.;** and
- 3) MYC's activities there will not disrupt PAG operations.**

The term of the lease is for 30 years. The PAG Board decided to charge a reduced lease rate because of the nature of MYC's activities and their stature as a non - profit organization, subject to the provisions of Section 818 (b) 2 of PL 96-418 and all other Federal and local laws relating to leases. The area has also been incorporated in the Port master plan.

Joey Cepeda, GUB General Manager, read his written testimony (Appendix) supporting the intent of the bills. The Bureau recommended that the appropriation be subject to certain conditions which will be incorporated in the bill and that the funds be jointly administered by GUB and PAG. GUB's recommendations are premised on public accountability and access and that the training will be carried through.

Tom Perez, MYC Commodore, read his written testimony (Appendix) supporting the bills. MYC is a non - profit organization. It was organized in 1969 and is chartered by the U. S. Yacht Racing Union. It is also affiliated with the International Yacht Racing Union through the Guam National Olympic Committee. They also work closely with Bailan Tasi, the local sailboarding organization. MYC has hosted the Japan - Guam Yacht Race for the last 6 years, the Japan - Guam Goodwill Regatta for the last 15 years and the Auckland - Fukuoka Yamaha Cup Yacht Race in 1989. To develop Guam's ability to compete in an international level in the future, MYC conducts sailing instruction programs aimed at junior sailors between the ages of 12 and 23 years

old. He emphasized that the one acre of land and the location is suitable for training since the waters are protected there. He added that at this time, what they also need is a support facility for the use of their club. They welcome the use of the MYC facility by Bailan Tasi and other sailing organizations.

John Moore, ex - Commodore of MYC, gave oral testimony supporting both bills. He stated that Guam is the only one in the South Pacific area that has no facility for yachts. In hosting the South Pacific Games, a facility to host the sailing competitions is needed. To complete the facility, they need about \$125,000 to finish the plan. The balance, \$75,000, will be utilized to support on island competitive events. They agree with the concept that the money be administered jointly by GVB and PAG.

Joe Priski, President of Bailan Tasi Boardsailors Club, submitted written testimony (Appendix) supporting both bills. He stated that the facility will be available to the public. He believes that the facility will broaden the tourist base since they can host regional regattas and races. Priski added that unlike the Japanese tourists who only come once, the off - island contestants will return to compete in other races.

Ben Santos, Board member of MYC, gave oral testimony supporting both bills. He repeated that the island has no facility to support sailing activities. He also emphasized that sailing is part of the culture and the people have lost this skill. He added that sailing is environmentally safe because it is a non - pollutant.

Victor Torres, private citizen, gave oral testimony supporting both bills. He prefers the language contained in Bill 270 which requires that the funding be coursed through GVB. He has competed in other South Pacific nations and have seen their facilities. He cited government support for basketball and other sports and that this is the first time that the sailing community has requested any funding for a facility.

Dan Miller, Senior Instructor of MYC, gave oral testimony supporting the bills. Since 1989, MYC has conducted 3 courses a year for 6 - 8 weeks. They use 6 boats which fits 2 persons each. Since '89, they have had 79 students. During the summer, they offer classes only for juniors.

Bob Shanosky, MYC member and from UOG, gave oral testimony supporting the bills. He instituted sailing classes in UOG.

Dennis Zermeno, Deputy Director of the Dept. of Parks and Recreation, read the written testimony (Appendix) of the Director supporting the bills. He added that the time has come to address the issues addressed in Bill No. 270.

Lynn Flores, MYC member and boat owner, gave oral testimony supporting the bills. She stated that the island needs more activities for children.

Denine Taitague, hobie cat owner, gave oral testimony supporting the bills. She is a hobie cat enthusiast and hopes to compete in the SPG Games.

Charo Flores, MYC member, gave oral testimony supporting both bills. She emphasized the need for a facility.

Cathleen Orlin, Secretary of Bailan Tasi Boardsailing Club, gave oral testimony supporting the bills. She stated that MYC has allowed them to use their facilities whenever they have needed it. She added that they are serious in training the youth of the island.

DISCUSSIONS

Speaker San Agustin began by stating that his concerns relate to 1.) the rent, 2.) the assignability of the lease since the 30 year term is a long time and, 3.) the leasehold mortgage provision. He stated that he is supportive of MYC but he wants to make sure that his concerns are addressed.

Sen. George Bamba stated that he applauds their effort to train the athletes for the Olympic Games. His concerns are as follows.

1.) He questioned if GVB is the correct agency to transfer the funds to because of the nature of the organization. He added that he questions whether GVB and PAG are the agencies that should administer the funds since their functions are not compatible with the goals of MYC. He suggested that a government agency should monitor the funds. Tydingco explained that the lease has provisions requiring a \$100,000 investment by MYC in the property and that PAG has expertise relating to monitoring expenditures along with compliance

with the conditions set. Moore explained that they have already invested \$160,000 along with the landfill.

2.) Bamba inquired about the access provision in the lease so that public access will be guaranteed. He inquired if MYC would agree to the condition that final approval of MYC's rules and regulations relating to public access be given to the PAG Board. Moore replied that the beach is accessible at all times because there is already a law which makes all beaches accessible to the general public. In relation to the facility, this is accessible to sailing organizations and that the \$300 membership fee to MYC gives the members access to the facility. The sailing classes, however, are open to everyone.

Sen. Aguon asked if legislative approval was needed for the lease. Tydingco answered affirmatively. Aguon pointed out that the lease was executed in 1988 and had only been submitted to the Legislature now.

Sen. Lujan raised the following concerns.

1.) She inquired if MYC was already occupying the property. Tydingco replied that because of the Mobil expansion, MYC had to be relocated. They have only placed moorings but have no permanent structures on the property.

2.) Lujan asked how MYC's use of the property can be compatible with the environmental concerns relating to the area. Tydingco answered that they required MYC to seek approval from the Fish and Wildlife and the EPA, and, they submitted the stated documents to PAG. Moore added that an Environmental Study was done.

3.) Lujan asked for the monthly dues. Perez stated that they now charge \$25 monthly or \$75 quarterly. She expressed concern that MYC might raise the fees later on to support the facilities and that this will be beyond the reach of the locals.

4.) She inquired if the objective of MYC includes the building of the proa. Ben Santos replied that the philosophy they want to establish is to propagate sailing on island and not necessarily to limit sailing activities on the proa.

Sen. Manibusan explained that...

1.) she introduced the bill because of the need to give the youth alternative activities to be involved with. She stated that she is amazed that different types of people have volunteered valuable time to make the MYC viable. Since the sailing community has never asked for funding before, Manibusan urged her colleagues to consider the bills.

2.) regarding setting a precedent of directly funding a non-profit organization, she recalled that money for the Liberation Day parade was directly appropriated to the Federation of Chamorro Women. She is concerned that by having a government agency involved with MYC's funds, so much time will be wasted on bureaucratic "red tape".

3.) to address the Speaker's concern regarding the term of the lease, she cited the fact that GEDA has 10 year leases that are renewable.

Sen. Brooks had the following concerns.

1.) She wanted an explanation of the \$200,000 funding request. Moore stated that the foundation for the facility is already in place. The structure is envisioned to look like the Saipan Airport. The facility will be open to Bailan Tasi and Tasi. Perez added that the facility is open to all sailing events.

2.) Brooks inquired as to the amount of the membership dues of Bailan Tasi. They replied that it was \$25 monthly. She expressed concern that some will opt to become a member of Bailan Tasi rather than MYC because of the \$300 initiation fee to MYC. It would be a cheaper alternative just to get access to MYC's facility. Moore explained that they intend to have a schedule for the use of the facility by the different groups. In his opinion, the scenario presented by Brooks would be highly unlikely with the schedules that they are planning to implement.

3.) She asked MYC to explain what will be incorporated in the facility. Moore answered that it will have a snack bar, kitchen and a meeting area.

Sen. Shimizu stated his concern ...

1.) over seeking a balance of exclusivity for MYC members versus the right of the public to have access since the land is publicly owned and the facility will be built with public money. MYC replied that previously, the facility was limited only to the members. Now, they have changed their philosophy and they welcome anyone who wishes to use their facilities. Shimizu suggested that MYC examine their charter and incorporate the change in philosophy. He recommended that they conduct a community awareness program so that the public is aware of their open door policy.

2.) over the mortgaging of the leasehold interest. Moore replied that they never considered a long term financing arrangement. They realize that they cannot afford to increase the fees to pay for the facility and that's why they are asking the Legislature for funding.

3.) with the provision on leasehold mortgages in the lease. Moore replied that the provision can be deleted and Tydingco added that PAG has no objections to removing it.

4.) with the location of MYC in relation to the anticipated integrated solid waste plant.

Sen. Espaldon expressed his concern with the following issues.

1.) He wanted assurance that the public will have access. Moore explained that there will always be public access to the beach and the facilities.

2.) He expressed concern that the facility could become exclusive like the yacht clubs in Newport and Manila. Moore stated that the facility will always be open to the public. Moore added that the use of public funds for the building of yacht clubs is quite common in other countries and cited the City of Fukuoka as an example.

3.) Espaldon asked if MYC is considering building a "proa" and teaching children how to sail the proa. Perez stated that they are working closely with Rod Limtiaco, who is building a proa, and they will put up a pictorial essay of the different stages involved in the building of a proa. Perez added that presently, they have enrolled 12 children in their sailing classes.

4.) Espaldon asked how the 30 year term will impact future Port expansion plans. Tydingco replied that MYC's site is incorporated in their masterplan and because of the sensitivity of Sasa Bay, industrial activities is not possible in the area.

5.) Espaldon cautioned MYC that the Legislature does not want to see the repetition of the golf course lease where public access is limited because of the high fees.

Sen. Manibusan wanted...

1.) clarification on page 19 relating to access of "non - commercial entity." Moore explained that there are 2 aspects of the lease - water and land. This provision relates only to the water. The Coast Guard has imposed limitation on the water whereby no commercial activity can occur there.

2.) the body to reconsider allowing the funds to be directly given to MYC rather than through a government agency.

3.) to know if the term of 30 years is standard to government leases. Tydingco replied that GEDRA normally gives 20 years with options to renew for 5 consecutive terms of 10 years for commercial leases.

Sen. Aguon expressed the following concerns.

1.) He stated that there are many problems with the lease that need to be worked on. Moore explained that the reason why they are rushing the lease and the funding is because of the Japan - Guam race and the possibility of an Australian - Guam race.

2.) Aguon asked if the property is subject to the Brooks Amendment. Tydingco answered affirmatively.

3.) Aguon asked that documents relating to the lease be submitted to the Committee.

4.) The Chairman asked PAG and MYC to see if there was another way to allow the use of the property without executing a lease. Aguon emphasized that there are existing laws that must be complied with in order to lease government land. He cited the need for 2 appraisals as an example of existing laws.

Sen. Aguon concluded the public hearing and thanked all those that came to testify.

RECOMMENDATIONS

The Committee on Tourism & Transportation conducted a mark-up meeting on Wednesday, October 31, 1991 at 8:30 a.m. in the Session Hall of the Guam Legislature.

The attendees were Chairperson John Perez Aguon, Vice-Chairperson Carl T. C. Gutierrez, Senator Marilyn Manibusan, representatives of Sens. Brooks, Dierking and Tanaka, David Tydingco of PAG, Tom Perez, John Moore and Ben Santos from MYC.

The Committee agreed on the following.

1. The property map and the Amended Lease Agreement will be attached as exhibits.
2. The size of the property will not exceed 4,000 square meters.
3. Marianas Yacht Club is responsible for having the property surveyed, mapped and registered with the Department of Land Management. Title and all documents will be in the name of PAG.
4. MYC must remain a not for profit corporation during the life of the lease. They must comply with all laws governing not for profit corporations and will annually submit to the PAG Board an audited annual report in the format that is acceptable to the Dept. of Revenue and Taxation.
5. Public access to the beach and the facility will not be restricted or unreasonably denied. MYC is allowed to make rules and regulations relating to public access subject to the approval of PAG Board.
6. Permanent or extended residence on the facilities or the boats moored with MYC beyond 30 days must be approved in writing by the General Manager of PAG and the Department of Public Health and Social Services.
7. All fees for rental of slips or moorings shall be approved by PAG and the fees cannot be greater than those charged by PAG for similar facilities.
8. MYC will conduct a minimum of 3 sailing classes annually and will emphasize the training of Guam's youth between the ages of 12 to 23 years of age.
9. MYC will provide support for international yacht racing events subject to the condition that the event is adequately sponsored by the initiating countries.

10. MYC premises will be available for the training of sailing competitors and for the storage of boats and gears. They will also provide training and logistical support.

11. PAG will designate a representative as an ex officio member of the MYC Board.

12. MYC will submit a written report to the PAG Board 90 days after each calendar year on their compliance with nos. 4 through 11.

12. The term of the lease is for 30 years - Jan. 1, 1989 to Dec. 31, 2018.

13. Rent is \$100 annually and will be paid in advance every year.

14. MYC must comply with all applicable laws, rules and regulations and will be subject to all covenants and restrictions on land usage.

15. MYC may not sell, assign, sublease, hypothecate, encumber, mortgage or transfer its interest, or any portion of its interest in the lease agreement or in the facility without the prior written consent of the Governor and the Legislature. They also cannot execute any instrument of debt or encumbrance resulting in a lien on the facilities or property which debt, encumbrance or lien will exceed the life of the lease.

16. At the end of the term or upon earlier termination, the facilities with the improvements will revert to PAG.

17. PAG will develop rules and regulations in accordance with the Administrative Adjudication Act and will ensure that the findings and intent of the Legislature is carried out.

The Committee on Tourism & Transportation recommends the passage of Bill 270.



Senator **HERMINIA D. DIERKING**

21st GUAM LEGISLATURE

Jack of the Hill

9/12
3/6/91 *4:02*

Committees:

CHAIRPERSON:

Rules

**General
Governmental
Operations**

VICE CHAIRPERSON:

Ways & Means

**Energy
Utilities and
Consumer
Protection**

MEMBER:

**Economic and
Agricultural
Development**

Education

**Health,
Ecology and
Welfare**

**Housing
Community
Development,
Federal and
Foreign Affairs**

**Judiciary
and
Criminal Justice**

**Tourism and
Transportation**


**Youth, Senior
Citizens, and
Cultural Affairs**

March 5, 1991

MEMORANDUM

TO: Chairperson, Committee on Tourism and Transportation
FROM: Chairperson, Committee on Rules
SUBJECT: Referral - Bill No. 225

The above Bill is referred to your Committee. Please note that the referral is subject to ratification by the Committee on Rules at its next meeting. It is recommended you schedule a public hearing at your earliest convenience.


FRANCISCO R. SANTOS
Acting

Enclosure

TWENTY-FIRST GUAM LEGISLATURE
1991 (FIRST) REGULAR SESSION

BILL NO. 225

INTRODUCED BY:

M.D.A. MANIBUSAN *man*

A. C. BLAZ *Blaz*

TT
AN ACT TO APPROVE THE LEASE OF CERTAIN REAL PROPERTY BY THE PORT AUTHORITY OF GUAM TO THE MARIANAS YACHT CLUB AND TO APPROPRIATE THE SUM OF TWO HUNDRED THOUSAND (\$200,000.00) FROM THE FISCAL YEAR 1991 REVENUES OF THE TOURIST ATTRACTION FUND TO PROVIDE SUPPORT FACILITIES FOR GUAM OLYMPIC SAILING ACTIVITIES, COMMUNITY SAILING ACTIVITIES AND JUNIOR SAILING INSTRUCTION.

1 WHEREAS, the Marianas Yacht Club and the Bailan Tasi Board
2 Sailing Club jointly represent Guam in the International Yacht
3 Racing Union through the Guam National Olympic Committee and have
4 responsibility for training the young men and women of Guam for
5 sailing competition in future Olympics and South Pacific Games;
6 and

7 WHEREAS, the Marianas Yacht Club conducts sailing classes
8 open to all of the youths of Guam as an integral part of a program
9 designed to encourage competitive sailing activity and participation
10 in future Olympics and South Pacific games; and

11 WHEREAS, the Marianas Yacht Club, acting together with the
12 Guam Visitor's Bureau has hosted a variety of successful
13 international yachting events, including the annual Japan-Guam
14 Yacht Race, the 1989 Auckland-Fukuoka Yamaha Cup Yacht Race, and
15 the annual Japan-Guam Goodwill Series; and

16 WHEREAS, there exists a serious need within the Territory
17 of Guam for a community facility designed to support and host these
18 worthwhile activities.

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

2 Section 1. That certain lease agreement between the Port
3 Authority of Guam and the Marianas Yacht Club dated December 29,
4 1988 for the following described real property:

5 A portion of Parcel number 1, L.M. Dwg. E4-82T693, Apra
6 Harbor, as shown in the drawing attached hereto marked
7 as Exhibit A and incorporated by reference herein, which
8 portion contains an area of approximately 4,000 square meters.
9 as said lease agreement is recorded in the Department of Land
10 Management, Government of Guam on February 14, 1989, under Instrument
11 No. 412810, for a term of thirty (30) years be approved.

12 Section 2. Two hundred thousand dollars (\$200,000.00) is
13 appropriated from the Tourist Attraction Fund to the Marianas Yacht
14 Club to provide support facilities for yachting and board sailing
15 activities within the Territory of Guam.



Senator **HERMINIA D. DIERKING**

21st GUAM LEGISLATURE
TRANSPORTATION & COMMUNICATIONS

RECE BY: Nit
DATE: 3/21/91 TIME: 2:55 PM

March 21, 1991

Committees:

CHAIRPERSON:

Rules

**General
Governmental
Operations**

VICE CHAIRPERSON:

Ways & Means

**Energy
Utilities and
Consumer
Protection**

MEMBER:

**Economic and
Agricultural
Development**

Education

**Health,
Ecology and
Welfare**

**Housing
Community
Development,
Federal and
Foreign Affairs**

**Judiciary
and
Criminal Justice**

**Tourism and
Transportation**

**Youth, Senior
Citizens, and
Cultural Affairs**

MEMORANDUM

TO: Chairperson, Committee on Tourism
and Transportation

FROM: Chairperson, Committee on Rules

SUBJECT: Referral - Bill No. 270

The above Bill is referred to your Committee. Please note that the referral is subject to ratification by the Committee on Rules at its next meeting. It is recommended you schedule a public hearing at your earliest convenience.

HERMINIA D. DIERKING

Enclosure

FILE

TWENTY-FIRST GUAM LEGISLATURE
1991 (FIRST) Regular Session

Bill No. 270

Introduced by:

J. P. Aguon

C. T. C. GUTIERREZ

F. R. SANTOS

AN ACT TO APPROPRIATE TWO HUNDRED THOUSAND DOLLARS FROM THE TOURIST ATTRACTION FUND TO THE GUAM VISITORS BUREAU TO PROVIDE FACILITIES FOR COMMUNITY SAILING ACTIVITIES AND FOR JUNIOR YACHTSMEN AND BOARD SAILORS TO PREPARE THEM FOR THE OLYMPIC AND SOUTH PACIFIC GAMES.

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

2 Section 1. **Legislative findings and intent.** The Legislature finds
3 that the Marianas Yacht Club and the **Bailan Tasi** Board Sailing Club
4 (collectively, the "Club") represent Guam in the International Yacht Racing
5 Union through the Guam National Olympic Committee and have the
6 responsibility for training the young men and women of Guam for sailing
7 competition in future Olympic and South Pacific Games. The Legislature
8 further finds that the Club conducts sailing classes open to all of the youth
9 of Guam to encourage competitive sailing activity and participation in future
10 Olympic and South Pacific Games and, in cooperation with the Guam Visitors
11 Bureau, has hosted successful international yachting events, including the
12 annual Japan-Guam Yacht Race, the 1989 Auckland-Fukuoka Yamaha Cup Yacht
13 Race and the annual Japan-Guam Goodwill Series. The Legislature also
14 recognizes the importance of Guam's entry and participation as yachtsmen
15 and board sailors in future Olympic and South Pacific Games, especially since
16 they probably offer Guam's best chances for Olympic medals, and encourage
17 the spirit of good sportsmanship and international goodwill among Guam's
18 young men and women. The Legislature further finds that there exists a
19 serious need for a community facility designed to support and host

1 worthwhile international yachting events.

2 Section 2. **Appropriation.** Two Hundred Thousand Dollars (\$200,000)
3 are hereby appropriated from the Tourist Attraction Fund to the Guam
4 Visitors Bureau to provide support facilities for yachting and board sailing
5 activities within Guam.



SENATOR JOHN PEREZ AGUON
VICE SPEAKER
CHAIRMAN, COMMITTEE ON TOURISM & TRANSPORTATION
21ST GUAM LEGISLATURE

155 Hessler Place, Agaña, Guam, U.S.A. • 96910 • (671)472-3435/472-3497 • Telefax: (671)477-8358

March 20, 1991

MEMORANDUM

TO: Members, Committee on Tourism & Transportation
FROM: Chairman, Committee on Tourism & Transportation
SUBJECT: Public Hearing

Please be advised that I have scheduled a public hearing for 9 a.m. Thursday, March 28, 1991, in the Legislative Public Hearing Room of the Guam Legislature on the following:

BILL NO. 206: AN ACT TO ADD NEW §§9401, 9402, 9403 AND 9404 TO TITLE 12, GUAM CODE ANNOTATED, ESTABLISHING PREFERENTIAL RATES FOR GUAM RESIDENTS AND RETURNING RESIDENTS WHO PATRONIZE THE ISLAND'S HOTELS, RESORTS, GOLF COURSES AND OTHER TOURIST RELATED FACILITIES, AND TO CITE THE ACT AS THE Hafa Adai Rates Act of 1991.

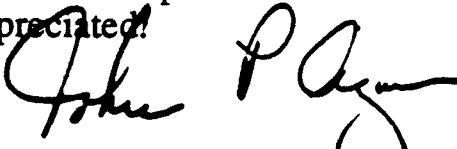
BILL NO. 225: AN ACT TO APPROVE THE LEASE OF CERTAIN REAL PROPERTY BY THE PORT AUTHORITY OF GUAM TO THE MARIANAS YACHT CLUB AND TO APPROPRIATE THE SUM OF TWO HUNDRED THOUSAND (\$200,000) FROM THE FISCAL YEAR 1991 REVENUES OF THE TOURIST ATTRACTION FUND TO PROVIDE SUPPORT FACILITIES FOR GUAM OLYMPIC SAILING ACTIVITIES, COMMUNITY SAILING ACTIVITIES AND JUNIOR SAILING INSTRUCTION.

BILL NO. 263: AN ACT MAKING AN APPROPRIATION OF ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) FROM THE TOURIST ATTRACTION FUND TO THE DEPARTMENT OF PARKS AND RECREATION TO FUND THE TUMON BEACH MAINTENANCE PROJECT.

BILL NO. 270: AN ACT TO APPROPRIATE TWO HUNDRED THOUSAND DOLLARS FROM THE TOURIST ATTRACTION FUND TO THE GUAM VISITORS BUREAU TO PROVIDE FACILITIES FOR COMMUNITY SAILING ACTIVITIES AND FOR JUNIOR YACHTSMEN AND BOARD SAILORS TO PREPARE THEM FOR THE OLYMPIC AND SOUTH PACIFIC GAMES.

REAPPOINTMENT OF MS. FRANCES P. SANTOS TO SERVE AS A MEMBER OF THE BOARD OF DIRECTORS OF THE PORT AUTHORITY OF GUAM TO EXPIRE ON FEB. 22, 1994.

Please note the similar nature of Bills 225 and 270. Your presence and participation at the hearing will be sincerely appreciated.


JOHN PEREZ AGUON

c: All Senators

LISTING OF INVITEES

Bill 206

Joseph F. Ada
John C. Salas, Executive Director
Eloise Baza, President
Dave J. Santos, President
Elizabeth Barret-Anderson
Tito A. Mantanona, President

Governor of Guam
Guam Hotel & Restaurant Association
Guam Chamber of Commerce
Guam Chamber of Commerce
Attorney General
Mayor's Council

BILL 225

Joseph F. Ada
John C. Salas, Executive Director
Giovvni Sgambelluri, Acting Director
Anthony Mariano, Director
Eloise Baza, President
Dave J. Santos, President
Elizabeth Barret-Anderson
David Tydingco, General Manager
Philip Flores, Chairman of the Board
Tito A. Mantanona, President

Governor of Guam
Guam Hotel & Restaurant Association
Bureau of budget & Mangement Research
Department of Parks & Recreation
Guam Chamber of Commerce
Guam Chamber of Commerce
Attorney General
Port Authority of Guam
Port Authority of Guam
Mayor's Council

BILL 263

Joseph F. Ada
John C. Salas, Executive Director
Giovvni Sgambelluri, Acting Director
Anthony Mariano, Director
Eloise Baza, President
Dave J. Santos, President
Elizabeth Barret-Anderson
David Tydingco, General Manager
Philip Flores, Chairman of the Board
Tito A. Mantanona, President

Governor of Guam
Guam Hotel & Restaurant Association
Bureau of budget & Mangement Research
Department of Parks & Recreation
Guam Chamber of Commerce
Guam Chamber of Commerce
Attorney General
Port Authority of Guam
Port Authority of Guam
Mayor's Council

BILL 270

Joseph F. Ada
John C. Salas, Executive Director
Giovvni Sgambelluri, Acting Director
Anthony Mariano, Director
Eloise Baza, President
Dave J. Santos, President
Elizabeth Barret-Anderson
Philip Flores, Chairman of the Board
Tito A. Mantanona, President

Governor of Guam
Guam Hotel & Restaurant Association
Bureau of budget & Mangement Research
Department of Parks & Recreation
Guam Chamber of Commerce
Guam Chamber of Commerce
Attorney General
Port Authority of Guam
Mayor's Council

PACIFIC DAILY NEWS, Wednesday, March 27, 1991

**NOTICE OF PUBLIC HEARING
21ST GUAM LEGISLATURE**

**Committee on Tourism
and Transportation**

**SEN. JOHN PEREZ AGUON,
CHAIRMAN**

**9 A.M. THURSDAY, MARCH 28, 1991
LEGISLATIVE PUBLIC HEARING ROOM**

BILL NO. 206: An act to add new §§9401, 9402, 9403 and 9404 to Title 12, Guam Code Annotated, establishing preferential rates for Guam residents and returning residents who patronize the island's hotels, resorts, golf courses and other tourist related facilities, and to cite the act as the Hafa Adai Rates Act of 1991.

BILL NO. 225: An act to approve the lease of certain real property by the Port Authority of Guam to the Marianas Yacht Club and to appropriate the sum of Two Hundred Thousand (\$200,000) from the Fiscal Year 1991 revenues of the Tourist Attraction Fund to provide support facilities for Guam Olympic sailing activities, community sailing activities and junior sailing instruction.

BILL NO. 263: An act making an appropriation of One Hundred Twenty-five Thousand Dollars (\$125,000) from the Tourist Attraction Fund to the Department of Parks and Recreation to fund the Tumon Beach Maintenance Project.

BILL NO. 270: An act to appropriate Two Hundred Thousand Dollars from the Tourist Attraction Fund to the Guam Visitors Bureau to provide facilities for community sailing activities and for junior yachtsmen and board sailors to prepare them for the Olympic and South Pacific Games.

REAPPOINTMENT OF MS. FRANCES P. SANTOS to serve as a member of the Board of Directors of the Port Authority of Guam to expire on Feb. 22, 1994.

The public is invited to express their views.

SIGN IN SHEET COMMITTEE ON TOURISM & TRANSPORTATION

BILL 270: AN ACT TO APPROVE THE LEASE OF CERTAIN REAL PROPERTY BY THE PORT AUTHORITY OF GUAM TO THE MARIANAS YACHT CLUB AND TO APPROPRIATE THE SUM OF \$200,000 FROM FISCAL YEAR 1991 REVENUES OF THE TOURIST ATTRACTION FUND TO PROVIDE SUPPORT FACILITIES FOR GUAM OLYMPIC SAILING ACTIVITIES, COMMUNITY SAILING ACTIVITIES AND JUNIOR SAILING INSTRUCTION

DATE: THURSDAY, MARCH 28, 1991- 9:00 a.m.

NAME	POSITION/ TITLE	DEPARTMENT	TESTIMONY ORAL/WRITTEN	IN FAVOR/ OPPOSED
David Tydingco	General Manager	Port Authority Guam	written	In Favor
Joey Cepeda	General Manager	Guam Visitors Bureau	written	in favor
Tom Perez	Commodore	Marianas Yacht Club	written	in favor
John Moore	Ex-Commodore	Marianas Yacht Club	oral	in favor
Joe Priski	President	Bailan Tasi Club	written	in favor
Ben Santos	Board Member	Marianas Yacht Club	oral	in favor
Victor Torres	Private Citizen		oral	in favor
Dan Miller	Senior Instructor	Marianas Yacht Club	oral	in favor
Bob Shanosky	Member & Instructor	MYC/UOG Sailing	oral	in favor
Dennis Zermeno	Deputy Director	Dept. of Parks & Rec.	written	in favor
Lynn Flores	Member	Marianas Yacht Club	oral	in favor
Delene Taitague	Member	Marianas Yacht Club	oral	in favor
Charo Flores	Member	Marianas Yacht Club	written	in favor
Cahtleen Moore Lin	Secretary	Bailan Tasi Club	oral	in favor

DUPLICATE

SIGN IN SHEET COMMITTEE ON TOURISM & TRANSPORTATION

BILL 270: AN ACT TO APPROPRIATE \$200,000 FROM THE TOURIST ATTRACTION FUND TO THE GUAM VISITORS BUREAU TO PROVIDE FACILITIES FOR COMMUNITY SAILING ACTIVITIES AND FOR JUNIOR YACHTSMEN AND BOARD SAILORS TO PREPARE THEM FOR THE OLYMPICS AND SOUTH PACIFIC GAMES.

DATE: THURSDAY, MARCH 28, 1991- 9:00 a.m.

NAME	POSITION/ TITLE	DEPARTMENT	TESTIMONY ORAL/WRITTEN	IN FAVOR/ OPPOSED
David Tydingco	General Manager	Port Authority Guam	written	In Favor
Joey Cepeda	General Manager	Guam Visitors Bureau	written	in favor
Tom Perez	Commodore	Marianas Yacht Club	written	in favor
John Moore	Ex-Commodore	Marianas Yacht Club	oral	in favor
Joe Priski	President	Bailan Tasi Club	written	in favor
Ben Santos	Board Member	Marianas Yacht Club	oral	in favor
Victor Torres	Private Citizen		oral	in favor
Dan Miller	Senior Instructor	Marianas Yacht Club	oral	in favor
Bob Shanosky	Member & Instructor	MYC/UOG Sailing	oral	in favor
Dennis Zermeno	Deputy Director	Dept. of Parks & Rec.	written	in favor
Lynn Flores	Member	Marianas Yacht Club	oral	in favor
Delene Taitague	Member	Marianas Yacht Club	oral	in favor
Charo Flores	Member	Marianas Yacht Club	written	in favor
Cathleen Moore Lin	Secretary	Bailan Tasi Club	oral	in favor

DUPLICATE

ENVIRONMENTALLY SENSITIVE, AND THEREFORE, NO HEAVY INDUSTRIAL DEVELOPMENT COULD OCCUR ON THAT PROPERTY. THE YACHT CLUB'S ACTIVITIES WOULD NOT POSE ANY SIGNIFICANT THREAT TO THE SASA BAY AND ADJACENT AREAS.

3. DRYDOCK POINT PROVIDED AN AREA FOR THE YACHT CLUB AND ITS MEMBERS TO CARRY ON ITS ACTIVITIES WITHOUT INTERRUPTING ANY ASPECT OF PORT OPERATIONS AND RELATED ACTIVITIES.

THE AGREEMENT ITSELF PROVIDES FOR A TERM OF THIRTY YEARS, AND HAS OTHER STANDARD PROVISIONS COMMON TO LEASES. HOWEVER, THE BOARD OF DIRECTORS, IN CONSIDERING THE NATURE OF THE ACTIVITIES THAT WOULD OCCUR IN THE AREA, THE LIMITED USE OF THE PROPERTY DUE TO ENVIRONMENTAL CONSTRAINTS, AND THE STANDING OF THE MARIANAS YACHT CLUB AS A NON-PROFIT ORGANIZATION, PROVIDED FOR A REDUCED LEASE RATE SUBJECT TO THE PROVISIONS OF SECTION 818(b) 2 OF PUBLIC LAW 96-418 AND ANY OTHER APPLICABLE FEDERAL OR LOCAL LAW THAT MAY BE IMPOSED RELATIVE TO THE RENTS TO BE PAID BY THE LESSEE.

THE PORT AUTHORITY OF GUAM HAS INCORPORATED THE AREA UNDER CONSIDERATION FOR LEASE TO THE YACHT CLUB IN ITS UPDATED MASTERPLAN, ASSURING NO CONFLICT DURING THE TERM OF THE AGREEMENT.

SHOULD YOU HAVE ANY QUESTIONS RELATIVE TO THIS MATTER, PLEASE DO NOT HESITATE TO ASK.

THANK YOU.



Guam Visitors Bureau
Setbision Bisitan Guahan

CHAIRMAN, COMMITTEE ON TOURISM,
TRANSPORTATION & COMMUNICATIONS

RECD BY: _____
DATE: 3/27/91 TIME: _____

March 27, 1991

The Honorable John P. Aguon
Chairman, Committee on Tourism
& Transportation
21st Guam Legislature
155 Hesler Place
Agana, Guam 96910

Dear Mr. Chairman:

Thank you for seeking the Bureau's position on Bill Nos. 225 and 270.

Both bills seek to encourage the development of support facilities for the training and preparation of Guam's youth to participate in various sailing competitions, and to host local and international sailing competitions. In this regard, the Bureau wholeheartedly endorses the intent of both bills. However, the Bureau would like to recommend that the appropriation be subject to certain conditions which would be embodied in language to be added to either of the two bills. And, that the appropriation be administered jointly by the Port Authority of Guam and the Guam Visitors Bureau, rather than being given directly to the Marianas Yacht Club.

The Bureau makes these recommendations to provide a means of accountability for the expenditure of the funds, and to ensure that the stated objectives of public access and training are carried out. The addition of the Port Authority is recommended since the Port is the landlord for the Marianas Yacht Club and that improvements of any type to the leased land and sea area may require the Port's involvement. GVB and the Port Authority shall work with the Marianas Yacht Club to develop the facilities needed. The Bureau also cautions the Legislature that bills appropriating funds directly to organizations such as the Marianas Yacht Club may be setting a precedent which may prove unwieldy in the future.

The Bureau thanks the Committee for its consideration of the points offered in its testimony.

Sincerely,

JOE B. CEPEDA
General Manager

P.O. Box 3520, Agana, Guam 96910
1220 Pale San Vitores Rd. Tumon, Guam 96911

• (671) 646-5278/9

• Cable: GUAMTOUR

• Telex: 6432

• Fax: (671) 646-8861



RECEIVED BY: _____

DATE: _____

TESTIMONY IN SUPPORT OF SENATE BILLS 225 AND 270

SUBMITTED BY

THOMAS D. PEREZ, COMMODORE, MARIANAS YACHT CLUB

The Marianas Yacht Club is a non-profit corporation organized under the laws of Guam and certified as a charitable organization by the Department of Revenue and Taxation. It was first organized in 1969 and is chartered by the United States Yacht Racing Union and is affiliated with the International Yacht Racing Union through the Guam National Olympic Committee. During its twenty years of existence the club has engaged in a wide range of race and regatta activities including those co-sponsored by the Guam Visitor's Bureau.

Every year for the past six years our Club has hosted the Japan-Guam Yacht Race which this year was jointly sponsored by Toyoko Corporation and the Guam Visitors Bureau. Every year for the past fifteen years, our Club has hosted the Japan-Guam Goodwill Regatta in which Japanese sailors from the Japanese National Laser Association visit Guam and compete with local sailors. In 1989, the Marianas Yacht Club hosted the biggest single sporting event ever seen on Guam in the form of the Auckland-Fukuoka Yamaha Cup Yacht Race in which fifty-seven racing yachts entered, with forty-six ultimately arriving on Guam for two weeks of activities associated with the race. These yachts came to Guam from countries all over the globe, including Australia, France, Holland, Japan, New Zealand, Poland, the United Kingdom and the United States. Hundreds of visitors arrived on Guam in connection with this event, which received wide-spread publicity throughout the Pacific basin. This event was made possible by the support of the Twentieth Guam Legislature which provided critical funding for hosting the race and for support facilities. The money provided was carefully spent by the Marianas Yacht Club under the auspices of the Guam Visitor's Bureau and put Guam on the map in the minds of hundreds of yachting visitors, including many from New Zealand and Australia.

The Marianas Yacht Club conducts a number of very important programs locally. Foremost amongst these is our sailing instruction program, which is aimed at junior sailors between the ages of twelve and twenty-three years. We have been able to obtain financial support from Duty Free Shoppers, Ltd. in the form of a three year grant which in turn has permitted us to assemble a small fleet of laser sailboats for use in this training program. Training sessions are conducted approximately every two months with the average graduating class consisting of approximately sixteen youngsters. This program is of vital importance in developing Guam's ability to compete on an international level in future Olympiads.

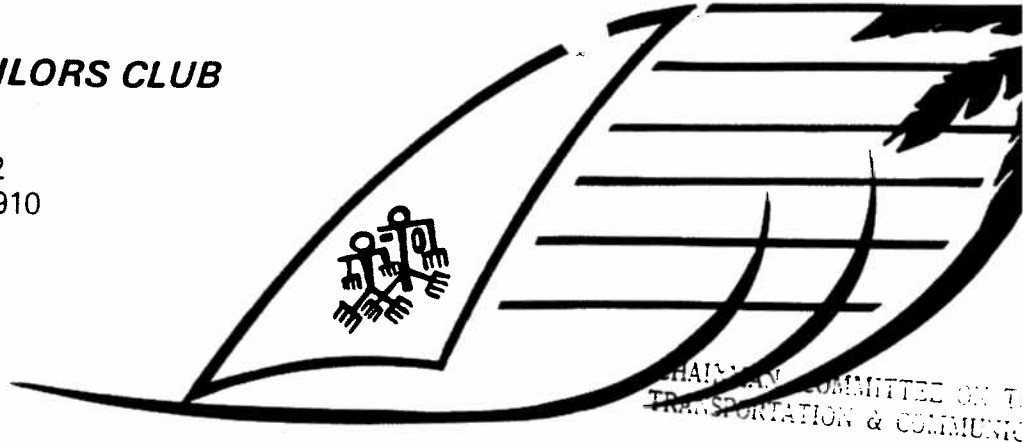
The Marianas Yacht Club is affiliated with the International Yacht Racing Union and works closely with Bailan Tasi, the local sailboarding organization. By the completion of our current three year program, we should be in a position to field competitive sailing teams in future South Pacific Games and in Olympic trials and competition.

The survival of these worthwhile programs depends upon continued support from the Guam Legislature. The Port Authority of Guam has approved a lease of approximately one acre of land located at Dry Dock Point in Apra Harbor. This location represents the only available site that is suitable for training young sailors. Sailing instruction requires protected waters of the type afforded by Apra Harbor. No other location would serve this purpose because any other location would require sailing instruction to be conducted in off-shore waters, an alternative that is neither safe, nor acceptable. The Marianas Yacht Club has commenced efforts to construct a club facility. The existence of an adequate facility that would be both suitable for the purpose and an asset to Guam is a real necessity. The facility will be available to Bailan Tasi for their use for race and regatta events working in cooperation with the MYC Board of Directors. What we propose, and what Guam needs, is a center for community sailing activity. The construction of the facility will meet that need if we can raise the additional funds required to complete the building.

I want to express my sincere appreciation for your taking the time to review this testimony. We need the Legislature's approval of the Port Authority lease as well as funding so that our facility can be completed in 1991. The Marianas Yacht Club will then become a vital adjunct to the new sports complex now under construction and a persuasive argument for making Guam the site of the South Pacific Games. Thank you for your consideration.

BAILAN TASI BOARDSAILORS CLUB

P.O. BOX 1262
Agana, Guam 96910



March 27, 1991

RECD BY: lit
DATE: 3/28/91 TIME: 11

Senator John Perez Aguon
Chairman, Committee On Tourism & Transportation
21st Guam Legislature

Dear Senator Aguon,

Bailan Tasi Boardsailors Club supports Bill No. 225, which would approve the Marianas Yacht Club Lease and provide funds for support facilities for community sailing activities.

Bailan Tasi also is in favor of Bill No. 270, which would provide facilities for sailing and promote training for boardsailors and yachtsmen.

Our reasons for this support are:

The recreational zone of the property to be leased is compatible with Marianas Yacht Club's objective of recreational community sailing activities.

The facilities there will be available to the public for sailing related events.

In an effort to host a future South Pacific Games, there has been an island wide interest in improving all of our athletic facilities.

Funds for this facility would help to broaden the tourist base by enabling Bailan Tasi and Marianas Yacht Club to host regional races and regattas which would expose the island's favorable sailing conditions to a large number of both recreational and competitive sailors, many of whom would make return visits on their own.

Bailan Tasi and Marianas Yacht Club have demonstrated their commitment to community service by offering youth sailing classes, conducting Olympic Solidarity Courses, and by fielding teams that have competed successfully in international competition.

We hope that your Committee will act favorably on these two bills.

Sincerely,

Joe Pruski

Joe Pruski
President, Bailan Tasi Boardsailors Club



JOSEPH F. ADA
Governor

FRANK F. BLAS
Lt. Governor

ANTHONY C. MARIANO
Director

DENNIS M. ZERMENO
Deputy Director

DEPARTMENT OF PARKS AND RECREATION

GOVERNMENT OF GUAM
490 CHALAN PALASYO ROAD
Agana Heights, Guam 96919
Telephone: (671) 477-9620/1



CHAIRMAN, COMMITTEE ON TOURISM,
TRANSPORTATION & COMMUNICATIONS

REC'D BY: lit

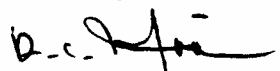
DATE: 3/28/91 TIME: 11:4

The Honorable Herminia D. Dierking
Chairperson, General Governmental Operations
155 Hesler Street
Agana, Guam 96910

Dear Senator Dierking:

The Department of Parks and Recreation supports Bill 225: an act to approve the lease of certain real property by the Port Authority of Guam to the Marianas Yacht Club.

Sincerely,


ANTHONY C. MARIANO





BUREAU OF BUDGET & MANAGEMENT RESEARCH
OFFICE OF THE GOVERNOR, Post Office Box 2950, Agana, Guam 96910



GIOVANNI T. SGAMBELLURI
DIRECTOR

MAR 28 1991
CHAIRMAN, COMMITTEE ON TOURISM,
TRANSPORTATION & COMMUNICATIONS

REC'D BY: _____
DATE: _____ TIME: _____

Senator John P. Aguon
Vice-Speaker Committee on
Tourism & Transportation
Twenty-First Guam Legislature
Post Office Box CB-1
Agana, Guam 96910

Dear Senator Aguon:

Pursuant to Section 1903 of Chapter X of the Government Code of Guam,
transmitted herewith is a fiscal note on Bill No. 206, 225, 263, and 270.

Should I be of any assistance, please contact my office.

Sincerely,

GIOVANNI T. SGAMBELLURI
Acting

Enclosures

cc: Sen. Carl T. C. Gutierrez
Chairperson, Committee on
Ways and Means



FISCAL NOTE
BUREAU OF BUDGET AND MANAGEMENT RESEARCH

BBMR-F

Bill No. 225 Date Received 3/21/91
 Amendatory Bill YES NO Date Reviewed 3/27/91

Department/Agency Affected: N/A
 Department/Agency Head: N/A
 Total FY Appropriation to Date: N/A

Bill Title (preamble) : AN ACT TO APPROVE THE LEASE OF CERTAIN REAL PROPERTY BY THE PORT
AUTHORITY OF GUAM TO THE MARIANAS YACHT CLUB AND TO APPROPRIATE \$200,000 FROM FY 19
REVENUES OF THE TOURIST ATTRACTION FUND AND TO PROVIDE SUPPORT FACILITATE FOR GUAM
OLYMPIC SAILING ACTIVITIES, COMMUNITY SAILING ACTIVITIES AND JUNIOR SAILING INSTRU

Change in Law: N/A

Bill's Impact on Present Program Funding:
 Increase Decrease Reallocation No Change

Bill is for: Operations Capital Improvement Other (_____)

FINANCIAL/PROGRAM IMPACT

PROGRAM CATEGORY	ESTIMATED SINGLE-YEAR FUND REQUIREMENTS (Per Bill)		TOTAL
	GENERAL FUND	OTHER /TAF	
<u>N/A</u>	<u> </u>	<u>\$200,000</u>	<u>\$200,000</u>

FUND	ESTIMATED MULTI-YEAR FUND REQUIREMENTS (Per Bill)					TOTAL
	1st	2nd	3rd	4th	5th	
GENERAL FUND	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
OTHER	<u>\$200,000</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>\$200,000</u>
TOTAL	<u>\$200,000</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>\$200,000</u>

FUNDS ADEQUATE TO COVER INTENT OF THE BILL? YES/NO-IF NO, ADD'L AMOUNT REQUIRED \$
 AGENCY/PERSON/DATE CONTACTED: / /

FUND	ESTIMATED POTENTIAL MULTI-YEAR REVENUES					TOTAL
	1st	2nd	3rd	4th	5th	
GENERAL FUND	<u>Information not available</u>					<u> </u>
OTHER	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

ANALYST Angela Flores DATE 3/27/91 DIRECTOR GIOVANNI T. SGAMBELLURI DATE 3/28/91

FOOTNOTES: 1/ Information cannot be ascertained at this time.



BUREAU OF BUDGET & MANAGEMENT RESEARCH
OFFICE OF THE GOVERNOR, Post Office Box 2950, Agana, Guam 96910



GIOVANNI T. SGAMBELLURI
DIRECTOR

Senator John P. Aguon
Vice-Speaker Committee on
Tourism & Transportation
Twenty-First Guam Legislature
Post Office Box CB-1
Agana, Guam 96910

MAR 28 1991

CHAIRMAN, COMMITTEE ON TOURISM,
TRANSPORTATION & COMMUNICATIONS

REC'D BY: _____

DATE: _____ TIME: _____

Dear Senator Aguon:

Pursuant to Section 1903 of Chapter X of the Government Code of Guam,
transmitted herewith is a fiscal note on Bill No. 206, 225, 263, and 270.

Should I be of any assistance, please contact my office.

Sincerely,

GIOVANNI T. SGAMBELLURI
Acting

Enclosures

cc: Sen. Carl T. C. Gutierrez
Chairperson, Committee on
Ways and Means



FISCAL NOTE
OFFICE OF BUDGET AND MANAGEMENT

BBMR-F7

Bill No. 270
Amendatory Bill

YES NO

Date Received 3/21/91
Date Reviewed 3/27/91

Department/Agency Affected: GUAM VISITORS BUREAU
Department/Agency Head: Joey Cepeda
Total FY Appropriation to Date: \$6,262,263

Bill Title (preamble) : AN ACT TO APPROPRIATE TWO HUNDRED THOUSAND DOLLARS FROM THE TOURIST ATTRACTION FUND TO THE GUAM VISITORS BUREAU TO PROVIDE FACILITIES FOR COMMUNITY SAILING ACTIVITIES AND FOR JUNIOR YACHTSMEN AND BOARD SAILORS TO PREPARE THEM FOR THE OLYMPIC AND SOUTH PACIFIC GAMES.

Change in Law: N/A

Bill's Impact on Present Program Funding:
 Increase Decrease Reallocation No Change

Bill is for: Operations Capital Improvement Other (_____)

FINANCIAL/PROGRAM IMPACT

ESTIMATED SINGLE-YEAR FUND REQUIREMENTS (Per Bill)

PROGRAM CATEGORY	GENERAL FUND	OTHER/TAF	TOTAL
Autonomous		\$200,000	\$200,000

ESTIMATED MULTI-YEAR FUND REQUIREMENTS (Per Bill)

FUND	1st	2nd	3rd	4th	5th	TOTAL
GENERAL FUND						
OTHER	\$200,000					\$200,000
TOTAL	\$200,000					\$200,000

FUNDS ADEQUATE TO COVER INTENT OF THE BILL? YES/NO-IF NO, ADD'L AMOUNT REQUIRED \$ _____
AGENCY/PERSON/DATE CONTACTED: Guam Visitors Bureau / Mike Carlson / 3/27/91

ESTIMATED POTENTIAL MULTI-YEAR REVENUES

FUND	1st	2nd	3rd	4th	5th	TOTAL
GENERAL FUND	Information not available					
OTHER						
TOTAL						

ANALYST Angela Flores DATE 3/27/91 DIRECTOR GIOVANNI T. SCAMBELLURI DATE 3/28/91

FOOTNOTES: 1/ Information not available at this time.

MARIANAS YACHT CLUB BILL NOS. 225 & 270

VOLUME 2

COMMUNICATIONS

1. Oct. 15 Letter of Tom Perez (MYC) to Sen. Aguon with
 - a. Marianas Yacht Club Relocation - Environmental Assessment
 - b. May 31, 1991 Letter from Chief Harry T. Kami, Aquatic and Wildlife Resources Division, Dept. of Agriculture
 - c. July 1, 1991 Letter from Rolando Solivio, Guam Environmental Protection Agency
 - d. Corrected Cost Projection for Completion of MYC facility
 - e. Corrected Program Budget for PROAS
2. Aug. 23, 1991 Letter of David Tydingco to Sen. Aguon with Aug. 21, 1991 Letter to David Tydingco from Marianas Yacht Club
3. Aug. 12, 1991 Letter of Tom Perez (MYC) to Sen. Aguon regarding the MYC Amended Lease Agreement
4. Aug. 12, 1991 Letter to Joe Pruski, Bailan Tasi Boardsailors Club from Tom Perez (MYC) regarding use of MYC Facility
5. June 18, 1991 Letter of Tom Perez (MYC) to Sen. Aguon
6. April 18, 1991 Letter of Tom Perez (MYC) to Sen. Aguon