



Chair Maria Eugenia Leon Guerrero  
Vice-Chair Patricia Ann P. Ada  
Commissioner Mayor John E. Cruz  
Commissioner Gregory D. Perez  
Commissioner Rita T. Franquez  
Commissioner Carlos Madrid Alvarez-Piñer, PhD  
Commissioner Christine M. Wolke

The Honorable Lourdes A. Leon Guerrero  
Governor of Guam

The Honorable Joshua F. Tenorio  
Lieutenant Governor of Guam

Lasia A. Casil  
Executive Director



**ATURIDAT NUMA'LO YAN INADILANTON HAGÁTÑA**  
*(Hagåtña Restoration and Redevelopment Authority)*  
**Board of Commissioners - Regular Meeting**  
**Thursday, August 5, 2021 - 4:00pm**  
**Via Zoom Teleconference**  
**Meeting Agenda**

**I. Call to order:**

**II. Attendance:**

**III. Secretary Report:**

A. July 2021 Minutes

**IV. Treasurer Report:**

**V. Executive Director Report:**

**VI. Old Business:**

- Implementation Projects Update
  1. Land Resources Building
  2. Hagåtña River Channelization & Watershed Feasibility Study

A. Hagåtña Master Plan Update

**VII. New Business:**

- First Annual Hagåtña Sirena Festival

**VIII. Announcements/Further Discussions:**

Next Meeting (via Zoom)

1. Thursday, Sept. 2, 2021 - (Request that we have the meeting in the morning or on Wednesday, Sept. 1, 2021)

**I. Adjournment:**

**BOARD MEMBERS:**

Chair	Maria Eugenia Leon Guerrero		<i>preside.</i>
Vice Chair	Patricia "Patty" Ada		<i>zoom</i>
Secretary	Carlos Madrid Alvarez-Piner		<i>Zoom.</i>
Commissioner			
Commissioner	Greg Perez		<i>zoom.</i>
Commissioner	Mayor John Cruz		
Commissioner	Rita Franquez		
Commissioner			
Commissioner	Christine Wolke		<i>Zoom.</i>
<b>EX-OFFICIO MEMBERS:</b>			
Dept. Integrated Services for Individuals with Disabilities (DISID)	Director Phyliss Leon Guerrero		
Dept. Land Management (DOL)	Director Joseph M. Borja		
Dept. Parks and Recreation (DRP)	Director Roque Alcantara		
Dept. Public Works (DPW)	Director Vincent P. Arriola		
Guam Environmental Protection Agency (GEPA)	Administrator Walter Leon Guerrero		
Guam Preservation Trust	Joe Quinata		
Guam Visitors Bureau (GVB)	President & CEO Carl T. C. Gutierrez		
I Kumision I Fino' Chamoru	Hope Cristobal/ Dr. Laura Sauder		
Micronesia Area Research Center (MARC)	Omaira Brunal Perry		
<b>LEGISLATIVE OVERSIGHT COMMITTEE:</b>			
Oversight Chair	Senator Tina Rose Muna Barnes		
Speaker's Office	Speaker Therese M. Terlaje		
<b>HRRA :</b>			
Executive Director / Staff	Lasia Casil/ Joseph Meno		<i>Zoom</i>

HRR Board of Commissioners Regular Meeting Sign Sheet  
August 5, 2021 @ 4:00 PM

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**ATURIDAT NUMA'LO YAN INADALANTON HAGATNA (Hagatna Restoration and Redevelopment Authority)**  
**Board of Commissioners-Regular Meeting Minutes**  
**Date & Time: July 8, 2021 @ 4:00 P.M**  
**Via Zoom**

<b>Agenda:</b>	<b>Discussion &amp; Summary:</b>	<b>Action Taken:</b>
<b>I. Call to order:</b>		
<b>II. Attendance:</b> <b>Commissioners:</b> <b>Ex-Officio Members:</b> <b>HRRA Staff:</b> <b>Legislative Oversight:</b> <b>Guests:</b>	Maria Leon Guerrero, Christine Wolke, Carlos Madrid, Patricia "Patty" Ada, Mayor John Cruz, Rita Franquez  Lasia Casil, Joseph Meno  Ray Topasna-GHURA Director, Sonny Perez-GHURA, Elizabeth "Betty" Gayle	
<b>III. Secretary Report:</b>  Chairwoman Leon Guerrero:  Commissioner Madrid:        Chairwoman Leon Guerrero:        Director Casil: Chairwoman Leon Guerrero:          Commissioner Madrid:	<p>The secretary's report- We have the minutes from our May meeting which were provided prior to the the meeting.</p> <p>The minutes were previously distributed if anyone has any comments please proceed and mention them. I only have two points I would like to mention and probably it would be convenient that we number every page for future refereance and also one of the ex officio members correction on the name it should read Omaira Brunal-Perry- In the minutes discussed the secretary's report, treasurer's report in which it was discussed the funding that was received \$300,000 then the executive director's report- The old business with the Hagatna Master Plan final revisions update and the notification for the executive director's annual performance review- The minutes are a full transcription of the meeting.</p> <p>In addition to the minutes I just wanted to say here also that Carlos recently accepted the position of secretary- he was previously the treasurer and so at the last meeting that we had. We did have meeting minutes that we were looking to approve but he wasn't officially the secretary at that time ans so we did approve them but I guess it's just for formality for actually signing them and to be posted on site Lasia?</p> <p>Correct</p> <p>In addition to voting on the May 2021 minutes meeting minutes I'd like to also put on the table a motion that the board authorize our new secretary to sign off on the last few sets of minutes that our former secretary didn't have the opportunity to sign.</p> <p>Is there a motion Madam Chair?</p>	

Chairwoman Leon Guerrero:	Yes,-I made a motion for that and to approve the May minutes subject to the corrections that were suggested: numbering of pages-so I put that motion of the floor.	8:19
Commissioner Wolke:	I second	
Chairwoman Leon Guerrero:	All in favor? Or should I say any oppose?- Ok motion carries. Alright thank you all. The treasurer's report. I don't know lasia if you have any financial report to share for today?	9:08- Commissioners voted to approve the May 2021 minutes with corrections- also they approved to have Commissioner Madrid sign the previous meetings that were approved for filing purposes.
Director Casil:	We do not have any updates Madam Chair.	
<b>IV. Treasurer Report:</b>	No updates to report	
<b>V. Executive Director Report:</b>		
Chairwoman Leon Guerrero:	Ok so if nothing there let's move on to the executive director's report.	
Director Casil:	I just have a few house keeping items: We have submitted to BBMR our request for two employees for PC III and for Planner III were just waiting on them to sign off on that as I mentioned on the last meeting were going out for professional services but I can get more into that after the presentation when we go in the old business on the Hagatna River Channelization Study. That's all i have for now.	
Chairwoman Leon Guerrero:	Ok so in the interest of time I know our GHURA director is going to be presenting to us under the implementation projects update: Land Resources Building so we'll go ahead and give you the floor Director Topasna.	
<b>VI. Old Business:</b>		
<b>1. Land Resources Building</b> Presented by Ray Topasna,GHURA Director		On recorded file
<b>2. Hagatna River Chanelization &amp; Watershed Feasibility Study:</b>		
Chairwoman Leon Guerrero:	May I get a motion to approve the contract ammendment	1:21:16
Commissioner Wolke:	So moved	1:21:23
Chairwoman Leon Guerrero:	Any second	1:21:25
Commissioner Madrid:	I second	1:21:27
Chairwoman Leon Guerrero:	Any opposed? Ok if none opposed the motion carries	1:21:57
<b>B. Hagatna Master Plan Subcommittee Final Report and Recommendation</b>		
Chairwoman Leon Guerrero:	I would like to call a vote to apporve these three documents	1:37:03
Commissioner Madrid:	I second	1:37:10
Director Casil:	Commissioner Madrid second. Do we have comments from any of the commissioners. All those in favor?	1:37:13
Chairwoman Leon Guerrero:	Any opposed?	1:37:53
Director Casil:	Rita say I- none opposed. Motion carries	1:38:02
<b>VII. New Business:</b>	No updates to report	

<b>VIII. Further Discussion/ Announcements:</b>		
<b>IX. Adjournment:</b>	Director Casil: Commissioner Franquez made the motion to adjourn- Commisisoner Wolke second. Meeting adjourned at 5:50PM	



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July 15, 2021

**MEMORANDUM**

**VIA EMAIL**

**TO:** Ms. Dafne Shimizu, Director, Guam Department of Revenue and Taxation (DRT)  
**FROM:** Executive Director, Hagåtña Restoration and Redevelopment Authority (HRRRA)  
**SUBJECT:** Real Property Tax on Improvements for Hagåtña

Håfa Adai Director Shimizu,

HRRRA is working with our Oversight Chair to address the funding issues faced by HRRRA and implement the improvement cost owed to HRRRA as mandated by law:

***“21 GCA Real Property Ch. 79 Restoration of Hagåtña, Article 5. § 79501. Real Property Tax on Improvements - All taxes assessed, levied and collected by the government of Guam by virtue of the Real Property Tax Law, on improvements, buildings and structures, to be constructed within the Project, over and above the real estate taxes currently assessed, levied and collected, shall revert to the Authority for its use and disposition.”***

I am respectfully requesting assistance from your office on the following issues:

1. HRRRA is requesting confirmation of the total amount in Real Property Taxes assessed, levied and collected in Hagåtña by the Government of Guam in Fiscal Year 1997.
2. HRRRA is requesting confirmation of the total amount in Real Property Taxes assessed, levied and collected in Hagåtña by the Government of Guam in Fiscal Year 2020
3. HRRRA is requesting confirmation of the difference in the total amount collected between Fiscal Year 1997 and Fiscal Year 2020.

Your assistance in this matter is greatly appreciated as this information will help determine the amount to be directed to HRRRA for operations. I can be reached via email at [lasia.casil@hrra.guam.gov](mailto:lasia.casil@hrra.guam.gov) or by phone at 922-2527. Si Yu’us Ma’ase.

Put Respetu,

**LASIA CASIL**

**Cc:** Senator Tina Rose Muna-Barnes, Vice Speaker/ HRRRA Oversight Chair  
Maria Leon Guerrero, HRRRA Chairwoman  
Lester L. Carlson, Jr., Director, Bureau of Budget and Management Research  
Sophia Diaz, Legal Counsel, Office of the Governor  
Rikki Orsini, Policy Director, Office of the Governor



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July 15, 2021

**MEMORANDUM**

**VIA EMAIL**

**TO:** Honorable Senator Tina Rose Muna-Barnes, Vice Speaker/ HRRRA Oversight Chair  
**FROM:** Executive Director, Hagåtña Restoration and Redevelopment Authority (HRRRA)  
**SUBJECT:** HRRRA Funding and Real Property Tax on Improvements in Hagatna

Håfa Adai Madame Oversight Chair,

I am following up on our meeting at Senator San Agustin's office on June 23, 2021 during which we discussed how HRRRA is supposed to be funded from the taxes on real estate improvements in Hagåtña:

***"21 GCA Real Property Ch. 79 Restoration of Hagåtña, Article 5. § 79501. Real Property Tax on Improvements - All taxes assessed, levied and collected by the government of Guam by virtue of the Real Property Tax Law, on improvements, buildings and structures, to be constructed within the Project, over and above the real estate taxes currently assessed, levied and collected, shall revert to the Authority for its use and disposition."***

I have reached out to the Department of Revenue and Taxation for confirmation of taxes assessed, levied and collected by the Government of Guam in Fiscal Year 2020 that should be directed to HRRRA. You had mentioned that there needs to be an amendment to the law drafted that would define the mechanism for this action. The Authority would like to offer any assistance in moving this forward to ensure that HRRRA receives the proper funding as mandated by law. I can be reached via email at [lasia.casil@hrra.guam.gov](mailto:lasia.casil@hrra.guam.gov) or by phone at 922-2525. Si Yu'us Ma'ase.

Put Respetu,

**LASIA CASIL**

**Cc:** Maria E. Leon Guerrero, HRRRA Chairwoman



**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
HAGÁTÑA RESTORATION AND REDEVELOPMENT AUTHORITY  
AND THE  
GUAM ECONOMIC DEVELOPMENT AUTHORITY**

This MEMORANDUM OF AGREEMENT (MOA) is entered into by and between HAGÁTÑA RESTORATION AND REDEVELOPMENT AUTHORITY (“HARRA”), a public corporation of the government of Guam and the GUAM ECONOMIC DEVELOPMENT AUTHORITY (“GEDA”), a Guam public corporation.

**RECITALS**

WHEREAS, P.L. 33-50 authorizes HARRA to undertake the Hagátña River Channeling and Watershed Hydrologic Feasibility Study; and

WHEREAS, Article 3, Chapter 79 of Title 21 Guam Code Annotated provides at § 79303(3) that the HARRA may “enter into and execute contracts and instruments of every kind and nature, necessary or convenient to the exercise of its powers and functions;” and

WHEREAS, GEDA is authorized pursuant to 12 G.C.A. § 50103(b) to control and implement that part of the basic plan for the economic development of Guam, assigned to it by the Governor of Guam; and

WHEREAS, GEDA and HARRA entered into an MOA dated August 4, 2017 to update the Hagátña Master Plan, prepare a zoning plan and manage projects identified in HARRA’s enabling legislation which included an update of the Hagátña River study; and

WHEREAS, in its letter dated March 3, 2021, HARRA decided to revise the scope of work by replacing the analysis of the Hagátña River with finalization of the HARRA master plan; and

WHEREAS, HARRA has now decided to perform a more detailed analysis of the Hagátña River as identified in Exhibit A to this MOA, due to its impact on all development occurring or planned within the City of Hagátña.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

**AGREEMENT**

1. **Services to be provided by GEDA.** Within the scope of services to be provided by GEDA, GEDA agrees to:

- a. Authorize its professional services contractor to carry out the scope of work contained in Exhibit A.
- b. Receive invoices from the professional services contractor and provide invoices to HRRA for processing and payment.
- c. Do all other things necessary to carry out the objectives of this MOA;
- d. Provide any other services which allows HRRA and GEDA to achieve the objectives of this MOA.

2. **Services to be provided by HRRA.** The HRRA shall do the following to assist GEDA in performing the services set forth in Section 1 above:

- a. Provide direction to GEDA's professional services consultant with regards to the services identified in Exhibit A of this MOA;
- b. Work directly with GEDA's professional services consultant in carrying out the requirements of the scope of work identified in Exhibit A;
- c. Review invoices submitted by GEDA from the professional services contractor;
- d. Process and pay invoices submitted by GEDA from the professional services contractor directly to the professional services contractor in a timely fashion;
- e. Execute all other documents necessary for GEDA to carry out the services listed in this MOA.

3. **Method and Time of Remittance of Payments.** GEDA shall submit to HRRA, invoices for payment for services monthly or as invoices are received from the professional services consultant. HRRA shall pay for any and all expenditures associated with the work prescribed under this MOA;

4. **Waiver.** GEDA's review, and recommendation for approval of, invoices submitted by the professional services consultant, shall not be construed to operate as a waiver of any rights under this MOA or of any cause of action arising out of failure to perform this MOA and HRRA shall be and remain liable to

GEDA for all costs of any kind which may be incurred by GEDA as a result of the negligent performance of any of the services performed under this MOA.

5. Access to Records and Other Review. HRRRA shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and received from any contractor and make such materials available at its offices at all reasonable times during the MOA period and for five (5) years from the date of the final payment under this MOA, for inspection.
6. Ownership of Documents. Drawings, specifications, audiovisual recordings and any and all work produced under this MOA remain the property of HRRRA but GEDA shall be entitled to copies of all work produced hereunder and shall be permitted to use such work for public purposes at no additional cost to GEDA.
7. Indemnity. HRRRA agrees to save and hold harmless GEDA, its officers, agents, representatives, successors and assigns in any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of HRRRA.
8. Changes. It is understood by GEDA that HRRRA may at any time, by written order make any change in the services to be performed under the contract.
9. Term. This MOA shall remain in effect until funds are expended but may be extended as conditions warrant, subject to the availability of funds.
10. Termination. Either of the parties hereto, may, by written notice to the other, terminate this MOA in whole or in part at any time, either for convenience or default. If the MOA is terminated by HRRRA, or by GEDA for cause, prior to its completion, HRRRA shall reimburse GEDA for any unexpended expenses or fees

associated with this MOA and GEDA may retain as a set off for such expenses or fees any funds owed by HRRRA in GEDA's possession. GEDA will however, be paid the reasonable value for services performed that are acceptable to HRRRA.

11. Arbitration. HRRRA and GEDA agree that any dispute or controversy arising from or related to the MOA shall be submitted to binding arbitration to be conducted by an arbitrator or panel of arbitrators provided that first, HRRRA and GEDA shall attempt to resolve the issue or dispute through discussion held in good faith. Any such arbitrations shall be conducted in Guam. Either party to this MOA may initiate the arbitration by notice in writing to the other party setting forth the nature of the dispute or controversy, the amount involved, if any, and the remedy sought. The arbitrator or panel of arbitrators shall be appointed promptly upon written application of the initiating party and shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Depositions may be taken and other discovery obtained in any arbitration under this MOA. The arbitrator or panel of arbitrators appointed hereunder shall conduct the arbitration pursuant to the Commercial Arbitration Association Rules of the American Arbitration Association then in effect, except as such rules may be modified for the purpose of the arbitration proceeding by mutual agreement of the parties to this agreement. The award of the arbitrator or panel of arbitrators shall be final and binding upon the parties hereto and judgment thereon may be entered in any court having jurisdiction. All statutes of limitation which would not otherwise be applicable shall apply to any arbitration proceeding hereunder. The provisions of this section shall survive any termination of this MOA. The

arbitrator or panel of arbitrators shall award reasonable attorneys' fees and costs to the prevailing party.

12. Severability. If any provision of this MOA shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the MOA and the MOA shall be enforced according to its remaining terms.
13. Governing Law: The validity of this MOA and of any of its terms or provisions as well as the rights and duties of the parties to this MOA, shall be governed by the laws of Guam, whether in arbitration or in any court of competent jurisdiction.
14. No Liability. A) HARRA assumes no liability for any accident or injury that may occur to GEDA, its officers, agents, dependents, staff, contractors or personal property while in route to or from this territory or during any travel required by the terms of this MOA. (B) HARRA shall not be liable to GEDA for any work performed by GEDA prior to the approval of this contract by HARRA and GEDA hereby expressly waives any and all claims for service performed in expectation of this MOA prior to its approval.
15. Compliance with Laws. GEDA, including its agents, employees, and contractors shall comply with all applicable laws of the United States and the Territory of Guam applicable to the work which is the subject of this MOA.
16. Effective Date. The effective date of this MOA shall be the date of execution by the Parties.
17. This Memorandum of Agreement shall be binding upon the parties hereto, their representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Government entities, have signed this MOA between HRRA and GEDA on the date of their signatures below.

**Guam Economic Development Authority**

By: \_\_\_\_\_

**MELANIE MENDIOLA**  
CEO/Administrator

Date: \_\_\_\_\_

**Hagåtña Restoration and Redevelopment Authority**

By: \_\_\_\_\_

**LASIA CASIL**  
Executive Director

Date: \_\_\_\_\_

**CERTIFIED FUNDS AVAILABLE:  
Hagåtña Restoration and Redevelopment Authority**

By: \_\_\_\_\_  
Certifying Officer

Source:  
Acct. No. \_\_\_\_\_

Amount: \$51,174.90

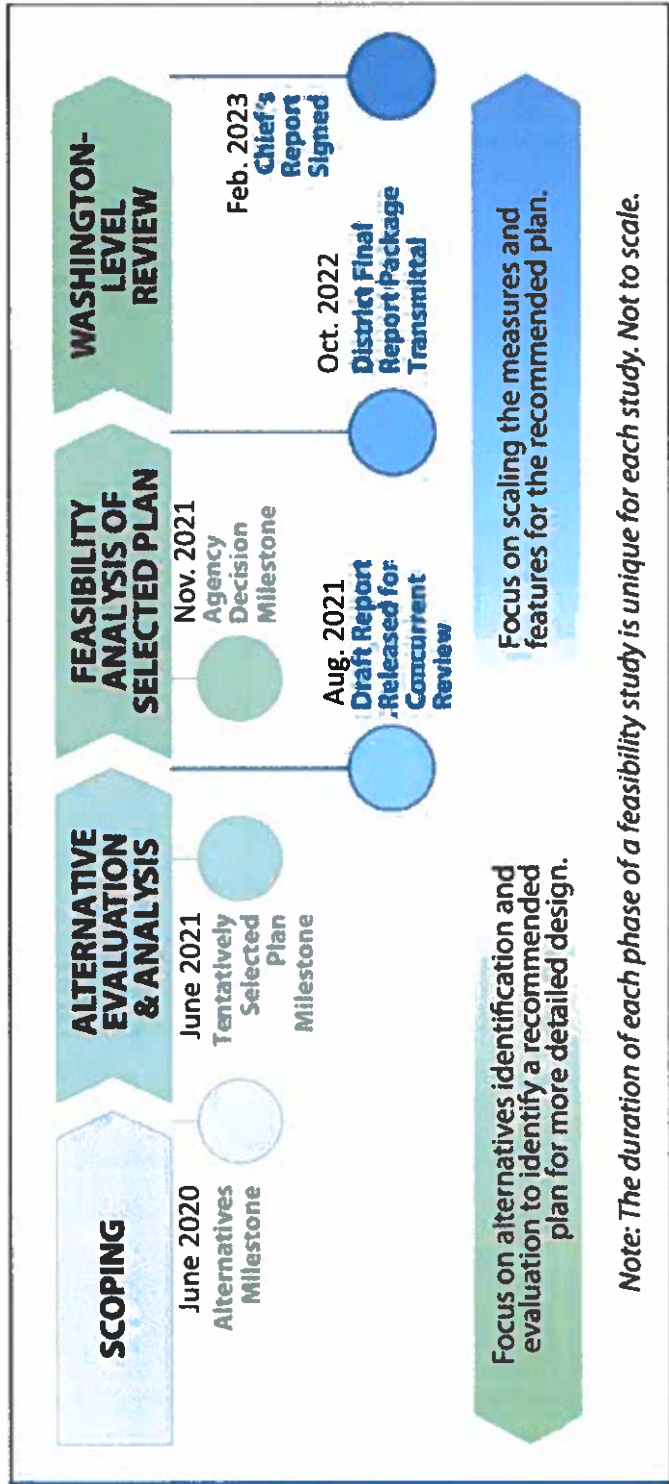
Date: \_\_\_\_\_

**Exhibit A**  
**Scope of Work**

(See July 6, 2021 letter from Matrix Design Group to Lasia Casil, HRRRA regarding “Task Order Proposal for Consulting Services: Matrix HRRRA Task Order Amendment Technical Review & Support for Proposed U.S. Army Corps of Engineers Agana River Project”)



# USACE STUDY PROCESS



- 3-year study
- 100% Federal (USACE) expense for study efforts
- Final product: Integrated General Reevaluation Report and Environmental Assessment



## **SIRENA FESTIVAL**

The First Annual Hagåtña Sirena Festival celebrates the legends of CHamoru culture, especially the legend of Sirena, our connection to the ocean and fishing and Famalao'an empowerment and contributions in our matriarchal society. The legend of Sirena tells the story of a young woman that lived in our Capital City of Hagåtña and enjoyed swimming along the banks of the Hagåtña River and in the ocean so much that she disregarded her daily chores and was cursed by her mother to turn into a fish. She was saved by her Nina and became Sirena, half-woman, half-fish. A statue of Sirena sits next to the Spanish Bridge in Hagåtña reminding us where the river used to run. Hagåtña is also where the story of the women that saved Guam from being eaten by a monster fish by braiding their hair together into a giant net to catch it takes place. In many stories around the world, Sirenas and mermaids are considered the stewards and protectors of the ocean and all life in the sea. Therefore, sustainability and respect for the ocean is a core theme for festival and will be infused throughout by requiring the use of sustainable and recyclable materials for decorating the mini-floats and huts, mandating that all food vendors use bio-degradable packaging, and partnering with local solar companies to power equipment. The Festival will have local musicians and entertainers, Sirena costume contests, acho tupak demonstrations and contests, oral presentations of the story of Sirena, the Famalao'an that saved Guam by braiding their hair into a fishnet and other CHamoru legends. There will also be a Queen Sirena pageant as well as a mini-float competition requiring that materials used be at least 75 sustainable and/or recyclable. The proposed date of the first and future festivals is the last Saturday, February 26, 2022 in Hagåtña.

**This is a draft flyer for conceptual purposes.**

