

Republic of the Philippines
Province of Cagayan
City of Tuguegarao

Office of the Secretary to the Sanggunian

May 15, 2018

Dr. Rosalinda P. Callang
Secretary to the Sanggunian
Sangguniang Panlalawigan, Province of Cagayan
Capitol Hills, Tuguegarao City



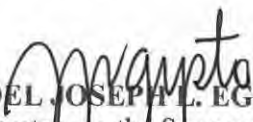
Madam:

Pursuant to Section 54 of the Local Government Code, we are now submitting for review and action the attached legislative measures enacted by the Sangguniang Panlungsod on May 7, 2018, to wit:

- **CITY ORDINANCE NO. 23-2018** – An Ordinance Amending Chapter IV, Section 26, Paragraph ‘A’ of Ordinance No. 01-2005, otherwise known as “Tuguegarao City Public Market Code of 2005”
- **CITY ORDINANCE NO. 24-2018** – An Ordinance Institutionalizing the Tuguegarao City Business One-Stop Shop (BOSS)

Thank you.

Yours truly,


JOEL JOSEPH L. EGIPTO
Secretary to the Sanggunian



Republic of the Philippines
 PROVINCE OF CAGAYAN
 City of Tuguegarao

SEVENTH CITY COUNCIL



EXCERPTS FROM THE MINUTES OF THE 83rd REGULAR SESSION
 OF THE SEVENTH CITY COUNCIL OF TUGUEGARAO CITY, CAGAYAN
 HELD ON MAY 07, 2018, 9:00 A.M., MONDAY, AT THE
 MAYOR'S OFFICE CONFERENCE ROOM

PRESENT:

Hon. Danilo L. Baccay	Sangguniang Panlungsod Member, Temporary Presiding Officer
Hon. Jude T. Bayona	Sangguniang Panlungsod Member
Hon. Kendrick S. Calubaquib	-do-
Hon. Maila Rosario T. Que	-do-
Hon. Arnel T. Arugay	-do-
Hon. Gilbert S. Labang	-do-
Hon. Winnoco R. Abraham	-do-
Hon. Imogen Claire M. Callangan	-do-
Hon. Mary Marjorie P. Martin-Chan	-do-
Hon. Raymund P. Guzman	-do-
Hon. Grace B. Arago	-do-
Hon. Anthony C. Tuddao	-do-
Hon. Jose G. Velasco	-do-

NOTE:

Hon. Bienvenido C. De Guzman II Acting City Mayor

CITY ORDINANCE NO. 23-2018

**AN ORDINANCE AMENDING CHAPTER IV, SECTION 26, PARAGRAPH "A"
 OF ORDINANCE NO. 01-2005, OTHERWISE KNOWN AS
 TUGUEGARAO CITY PUBLIC MARKET CODE OF 2005"**

Sponsors: **Hon. Kendrick S. Calubaquib**
 Hon. Bienvenido C. De Guzman II
 Hon. Raymund P. Guzman
 Hon. Imogen Claire M. Callangan
 Hon. Danilo L. Baccay
 Hon. Jude T. Bayona
 Hon. Mary Marjorie P. Martin-Chan
 Hon. Winnoco R. Abraham
 Hon. Arnel T. Arugay
 Hon. Gilbert S. Labang
 Hon. Grace B. Arago
 Hon. Maila Rosario T. Que
 Hon. Anthony C. Tuddao
 Hon. Pedro G. Velasco

WHEREAS, Section 22(c) of Republic Act 7160, otherwise known as the Local Government Code, grants the power to the Local Chief Executive to enter into contracts on behalf of the local government unit with prior authorization by the sanggunian concerned;

WHEREAS, pursuant to the above-stated provision, the Tuguegarao City Government is allowed to enter into a contract of lease with private and public entities for the use of its facilities to fulfill its mandate to raise revenues to support its programs, projects and activities;

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WHEREAS, the Don Domingo Market was renamed pursuant to City Ordinance No. 69-2017 - An Ordinance Renaming Don Domingo Market as Tuguegarao City as Tuguegarao City Public Market (Don Domingo);

WHEREAS, the Tuguegarao City Central Public Market was renamed pursuant to City Ordinance No. 70-2017 - An Ordinance Renaming Tuguegarao City Central Public Market as Tuguegarao City Commercial Center;

WHEREAS, there is a need to approve an updated Contract of Lease for the Tuguegarao City Public Market (Don Domingo) and Tuguegarao City Commercial Center.

NOW, THEREFORE, be it **ORDAINED** by the Seventh City Council in session assembled to enact the following:

SECTION 1. TITLE. This Ordinance shall be known as “*An Ordinance Amending Chapter IV, Section 26, Paragraph “A” of Ordinance No. 01-2005, Otherwise Known as Tuguegarao City Public Market Code of 2005.*”

SECTION 2. Chapter IV, Section 26, Paragraph “A” is hereby amended to read as follows:

“Section 26. Adjudication of Stalls”

- a. Lease Period – The term of this Contract shall continue to subsist until such time that the LESSOR revokes the same for gross violation of the terms and conditions of this contract or until such time that the LESSEE rescinds the contract or surrenders his/her rights in favor of the LESSOR. The Contract of Lease shall be in the following form:

CONTRACT OF LEASE

KNOWN ALL MEN BY THESE PRESENTS:

This Contract of Lease entered into between:

The **CITY GOVERNMENT OF TUGUEGARAO**, represented by the City Mayor, _____, of legal age and a resident of Tuguegarao City, Cagayan pursuant to City Ordinance No. 01-2011 of the City Council, herein called the LESSOR;

-and-

_____, of legal age, a resident of Tuguegarao City, hereinafter called the LESSEE of stall # _____

-WITNESSETH-

1. The LESSOR is the owner of the market stall along _____, Tuguegarao City, Cagayan;
2. The LESSOR hereby leases unto the LESSEE a portion in the first/second floor of the said building covering an area of _____ () square meters, more or less, under the following terms and conditions:
 - 2.1 The LESSEE must have paid all the monthly rentals for the occupancy of his/her stall for calendar year _____;
 - 2.2 The LESSEE shall pay the LESSOR the monthly rental of P204.00/sqm for a total of _____; payment made before the 20th day of the month is entitled to 5% discount for their monthly rental, however, payment made after the due date shall pay the LESSOR 25% penalties and surcharges provided by the City Ordinance;

- 2.3 The term of this Contract of Lease shall be for the period of three (3) years commencing from _____ to _____ renewable within thirty (30) days before the expiration date upon the consent of both parties under new terms and conditions
 - 2.4 The LESSEE shall notify the LESSOR at least thirty (30) days in advance should the LESSEE decide to vacate or abandon the premises;
 - 2.5 The LESSEE shall not sublease, transfer nor auction his/her right over the total area or any portion thereof of such lease. All areas/spaces outside the rented stall should be managed and regulated by the City Market Administrator subject to the approval of the LESSOR;
 - 2.6 The LESSEE agrees that any judicial cost that would arise from breach of contract shall be shouldered by the LESSEE, including attorney's fees and other incidental expenses and the action be filed in Tuguegarao City only;
 - 2.7 The LESSEE shall not make any material alteration nor permanent improvements on the leased premise without the prior written consent of the LESSOR; and should there be any alteration or improvements introduced thereon in violation of the prohibition, the same shall be removed by the LESSEE at his/her own expense and should such removal cause damage to the leased premises, the LESSEE shall be liable for the same to the LESSOR;
 - 2.8 The LESSEE shall not store in the premises any combustible or inflammable materials and shall at all times keep the leased premises in a clean and orderly manner, observing always the rules of health and sanitation;
 - 2.9 The LESSEE shall not use the leased premises for residential purposes, boarding house, bodega/warehouse/stockroom, and shall not cook or wash laundry therein;
 - 2.10 The charge of electric services shall be the sole account of the LESSEE;
 - 2.11 The LESSEE authorizes the LESSOR to padlock the leased property in case the LESSEE fails to pay the monthly rental fees for three (3) consecutive periods or in case of any violation of the Terms and Conditions of the Contract of Lease without any judicial or legal action and upon three (3) days-notice in coordination with the police/barangay officials shall remove the items inside, without prejudice to the enforcement of penalties provided for in the existing ordinances of the city;
 - 2.12 The LESSEE can only transfer his/her rights over the property during the effectivity of this contract to any immediate member of the family in case of death or physical incapacity upon the recommendation of the Tuguegarao City Market Committee under the Office of the Local Chief Executive;
 - 2.13 Failure of the LESSEE to occupy and operate the awarded stall within ten (10) days shall be a ground for the termination of the Contract of Lease;
 - 2.14 The LESSEE shall be required to install at least one (1) 13-watts and above LED bulb to be switched on from 6 PM to 6 AM daily to illuminate the area;
 - 2.15 The LESSEE shall comply with the existing ordinances enacted in the future by the Sangguniang Panlungsod; and,
 - 2.16 That all provisos of the Tuguegarao City Market Code of 2005 shall form part and parcel of the Contract of Lease and any violation on the said provisions of the Tuguegarao City Market Code of 2005 and of the terms and conditions of the Contract of Lease shall be sufficient cause for the cancellation or revocation of the Contract of Lease.
3. The LESSEE hereby states that it understands the terms and conditions of the foregoing Contract of Lease and accepts the same.

IN WITNESS WHEREOF, the parties hereto signed their names on _____ day of _____, at Tuguegarao City, Cagayan.

City Mayor
LESSOR
Com. Tax Cert. No. _____
Issued on _____
Issued at Tuguegarao City, Cagayan

LESSEE
Com. Tax Cert. No. _____
Issued on _____
Issued at Tuguegarao City, Cagayan

SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF CAGAYAN)
CITY OF TUGUEGARAO)

BEFORE ME on this _____ day of _____ appeared _____
(in representation of the City Government of Tuguegarao) and _____ with their
Community Tax Certificates known to me to be the same persons who executed the foregoing document
and acknowledge to me that the same is their free act and voluntary deed. The foregoing document refers
to a contract of lease and consists of two (2) pages, including this page wherein the acknowledgment is
written, the page thereof having been signed by their instrumental witnesses.

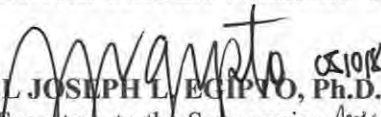
City Legal Officer

SECTION 3. REPEALING CLAUSE. All ordinances or parts thereof that are inconsistent with this Ordinance are hereby repealed accordingly.

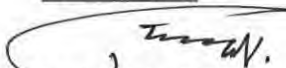
SECTION 4. EFFECTIVITY. This ordinance shall take effect after its posting in three (3) conspicuous places within the City.

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I HEREBY CERTIFY TO THE CORRECTNESS OF THE FOREGOING:


JOEL JOSEPH L. ECIPYO, Ph.D.
Secretary to the Sanggunian

ATTESTED:


HON. DANILO L. BACCAY
Sangguniang Panlungsod Member
Temporary Presiding Officer
Date: 05-10-18

APPROVED:

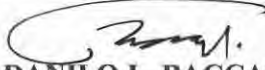

HON. ATTY. JEFFERSON P. SORIANO
City Mayor
Date: 05-10-18

x-x-x

CERTIFICATION

I, Danilo L. Baccay, duly elected as the Temporary Presiding Officer during the 83rd Regular Session held on May 7, 2018, do hereby certify that I acted as such when the foregoing City Ordinance No. 23-2018 has been approved under suspended rules.

In witness whereof, I hereunto set my hand and affix my signature this 9th day of May 2018.



HON. DANILO L. BACCAY
Sangguniang Panlungsod Member
Temporary Presiding Officer

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