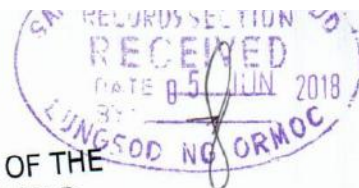
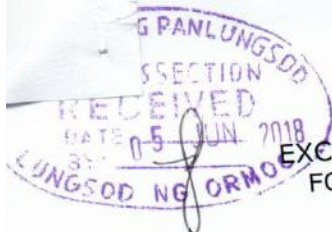


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FOURTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON MAY 29, 2018 IN LIEU OF
MAY 31, 2018

PRESENT:

Leo Carmelo L. Locsin, Jr.,
Rolando M. Villasencio,
Vincent L. Rama,
Tomas R. Serafica,
Benjamin S. Pongos, Jr.,
Eusebio Gerardo S. Penserga,
Gregorio G. Yrastorza III,
Nolito M. Quilang,
John Eulalio Nepomuceno O. Aparis II,

Vice Mayor & Presiding Officer
SP Member, Majority Floor Leader
SP Member, Asst. Majority Floor Leader
SP Member
SP Member
SP Member
SP Member
SP Member
Minority Floor Leader
SP Member, Asst. Minority Floor Leader
Ex-Oficio SP Member
Chapter President, Liga ng mga Barangay ng Ormoc

Lea Doris C. Villar,
Mariano Y. Corro,

ON LEAVE:

Mario M. Rodriguez,

SP Member, Presiding Officer "Pro-Tempore"

PREFATORY STATEMENT

WHEREAS, the Sangguniang Panlungsod was in receipt of an Indorsement Letter from the City Mayor's Office (CMO), dated January 17, 2017, requesting the Sangguniang Panlungsod to enact an Ordinance relative to the City Bus and Jeepney Terminal, providing for its: (a) Management and Operations; (b) Manner of awarding of terminal stalls and corresponding fees thereof; (c) Rules in the use of the said terminal stalls; and (d) Other provisions that may be pertinent and necessary, and further requesting that the required and necessary Ordinance/Resolution/Amended Ordinance be passed relative thereto;

WHEREAS, Section 16 of Republic Act (RA) 7160, otherwise known as the Local Government Code of 1991, states that every Local Government Unit (LGU) shall exercise the powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to the promotion of the general welfare;

WHEREAS, Section 17 of Republic Act (RA) 7160 likewise states that LGU shall likewise exercise such powers and discharge such other functions and responsibilities as are necessary, appropriate, or incidental to efficient and effective provision of the basic services and facilities enumerated therein, such as but not limited to xxx (4)(i) Adequate communication and transportation facilities;

WHEREAS, Ordinance No. 040, Series of 2017, also known as "The Terminal Management Office Ordinance," was passed by this Sanggunian on July 27, 2017, in partial fulfillment of the said Indorsement Letter, covering the supervision and management of all public transport terminals already existing and those to be established;

fn.

WHEREAS, the City of Ormoc is becoming a rapidly developing locality exemplified by: the increase in the number of Public Utility Vehicles plying in and out of the city to serve students, tourists, businessmen and workers; and a steady increase in civilian population fuelled by the equal increase in the number of investors in the city, among others, necessitates a solution directed towards addressing this demand and the foreseeable demand;

WHEREAS, consistent with the City's Government's drive of enhancing efficiency and effectiveness in the city administration of all its Economic Enterprise undertaking, such as the Public Transport Terminals, it is imperative that an Ordinance be passed by the City Government of Ormoc to direct and govern the management and operation of all existing and those to be established Public Transport Terminals in the city;

WHEREAS, further, to provide convenience and safety to transport providers and passengers alike, implementing guidelines for the proper management and operation of the Ormoc City Public Transport Terminal;

WHEREFORE, all foregoing premises considered, on motion of Tomas R. Serafica, Chairman, Committee on Ways & Means, jointly seconded by SP Members Vincent L. Rama and Mariano Y. Corro; be it

RESOLVED, to enact:

ORDINANCE NO. 065

**AN ORDINANCE ESTABLISHING THE ORMOC CITY PUBLIC
TRANSPORT TERMINAL, PRESCRIBING RENTALS, FEES
AND CHARGES, AND PROVIDING PENALTIES THEREFOR,
AND FOR OTHER PURPOSES.**

BE IT ENACTED, by the Fourteenth Sangguniang Panlungsod ng Ormoc, That:

CHAPTER I

TITLE, POLICY, SCOPE, AND DEFINITION OF TERMS

SECTION 01. TITLE. – This Ordinance shall be known as the "Ormoc City Public Transport Terminal Ordinance of 2018."

SECTION 02. DECLARATION OF POLICY. – It is hereby declared as a policy of the City Government of Ormoc to provide an effective traffic and transportation management of its terminal, to provide its commuting public a regulated, systematic, convenient, safe, secure and comfortable public terminal, to encourage local and dynamic micro-business enterprises, and to provide varied transport business opportunities of all kinds and classes of legitimate transport businesses.

SECTION 03. COVERAGE. – This Ordinance shall cover the operations and management of the Ormoc City Public Transport Terminal, hereafter referred to as *City Terminal*. This shall include but not limited to the prescribed routes and fees of PUVs and the imposition of other fees.

- a. All PUV's including but not limited to public utility buses, public utility jeepneys, public utility shuttles, public utility multicabs, public utility tricycles with final or transient routes and/or point of departures from the City of Ormoc.

- b. All contractors, entities, and lessees occupying or operating in the City Terminal.

SECTION 04. DEFINITION OF TERMS. – As used in this Ordinance, the terms below shall have meanings ascribed to them in this Section. Any word or term not defined shall be given their plain and customary meanings, unless the context requires otherwise, and shall be interpreted in a manner consistent with the purpose and spirit of this Ordinance.

- a. City Proper of Ormoc City – refers to the premier business center of Ormoc City comprising of District Barangays one (1) to twenty-nine (29).
- b. Commercial Spaces – refers to the allocated spaces for lease for commercial purposes at the City Terminal with a monthly rental fee.
- c. Dispatcher – shall refer to the person-in-charge of dispatching the PUVs and employed to solicit passengers for a given public conveyance.
- d. Driver – refers to any person who drives motor vehicles and the likes and duly licensed as such by the Land Transportation Office.
- e. Lessee – is a natural or juridical person having in his/her possession a duly executed contract of lease for a specified commercial space or terminal stall granted in his/her favour by the City Government of Ormoc.
- f. Multicab – any motored vehicle regardless of body configuration with a maximum seating capacity of 16 passengers, including the driver.
- g. Operator – a natural or juridical person who is either a holder of a Certificate of Public Convenience (CPC) or a holder of a valid business permit and engaged in legal activity within the terminal areas; or a person who is a holder of a CPC to conduct the business of transporting passengers within a given line or route.
- h. Ormoc City Public Transport Terminal – refers to the two (2) buildings, facilities and other structures that are erected along Real, Rizal, Bonifacio and Ebony streets that are used to serve Public Utility Vehicles (PUVs) and are operated by the City Government of Ormoc.
- i. Paved Bay – an area within the terminal building allocated for Public Utility Vehicles (PUV) for the purpose of loading and unloading passengers and cargoes.
- j. Porterage – shall refer to the charges collected for services rendered in the form of carrying of supplies, goods, etc. that are customarily performed by porters.
- k. City Terminal – any building and/or area where motor vehicles are kept ready for hire by public commuters and shall include but not limited to facilities such as the arrival and departure areas, parking areas and utility stations.
- l. Public Utility Buses (PUBs) – any motor vehicle covered with a valid CPC and registered as “bus for hire” with the LTFRB.
- m. Public Utility Jeepney (PUJ) – any motored vehicle covered with a valid CPC registered as PUJ with the Land Transportation Office.
- n. Public Utility Mini-Buses (PUMBs) – any motor vehicle covered with a valid CPC registered as Public Utility Mini-Buses with the LTFRB.

fn.

- o. Public Utility Vehicle (PUV) – any vehicle operated for the conveyance of persons or the transport of properties of goods subject to certain government regulations but limited to Public Utility Buses, Public Utility Multicabs, Public Utility Tricycles.
- p. Services – shall mean to include all the facilities in the terminal that could be afforded and would inure to the benefit of the riding public.
- q. Terminal Building 1 – refers to the building along Real St., Ebony St., and Rizal St.
- r. Terminal Building 2 – refers to the building along Rizal St., Ebony St., and Bonifacio St.
- s. Terminal Leasing Committee (TLC) – shall refer to the committee that will supervise the conduct of the public bidding and/or drawing of lots for the awarding of the lease and awarding of commercial spaces and terminal stalls in the Terminal.
- t. Terminal stalls – refers to the stalls for lease located beside the sidewalk of the City Terminal with a daily rental fee or a monthly rental fee.
- u. Tricycle – is a motor vehicle composed of a motorcycle fitted with a single-wheel side car or a motorcycle with a two-wheeled cab operated to render services to the general public for a fee, and covered with a Motorized Tricycle Operator's Permit (MTOP).
- v. Utility Vehicle (UV) Express/GT Express/UV Shuttle – any motor vehicle covered with a valid CPC registered as "Garage to Terminal Express for Hire" with the LTFRB.

CHAPTER II

MANAGEMENT AND SUPERVISION, AND IMPOSITION OF FEES IN THE OPERATION OF THE TERMINAL

SECTION 05. ADMINISTRATION, OPERATION AND MAINTENANCE OF THE TERMINAL. – The direction, supervision and general administrative control of the City Terminal, including the Commercial Spaces and Terminal stalls located therein and herein provided shall be performed by the Terminal Management Office (TMO), which is under the Office of the City Administrator.

SECTION 06. PROHIBITION TO SOLICIT OR ACCEPT PASSENGERS OUTSIDE THE TERMINAL PREMISES. – It shall be prohibited for a PUV driver, conductor, dispatcher, or any other person authorized or not by any operator or his representative to solicit or accept passengers and allow them to board on their PUV in any place other than the bus terminal areas heretofore designated, except the picking up of passengers while on their way to their respective destinations if already outside the City Proper of Ormoc City. Soliciting passengers outside the perimeter of the Terminal shall also be strictly prohibited for all PUVs.

SECTION 07. PORTERAGE AND CARGO HANDLING. – The porterage and cargo handling shall be governed by the following:

- a) Only Porterage and cargo handling personnel duly registered with the TMO shall be allowed at the City Terminal premises and who shall, at all times, wear a prescribed uniform and an official Identification Card (ID) issued by the TMO;
- b) Fees and charges by the Porterage and cargo handling personnel shall be regulated by the TMO;
- c) Passengers shall not be obliged to avail of the services of the porters; and



- d) Responsibility of loss or damage to goods and cargoes of the passengers shall solely be upon the PUV operators.

SECTION 08. DEPARTURE TIME INTERVAL. – The maximum departure time interval shall be in the following manner:

Kind of PUV	Maximum Time Interval
PUJs/Multicabs	20 minutes
UV Express/UV Shuttle	
Maasin	45 minutes
Baybay	45 minutes
Others	45 minutes
PUMBs/PUBs	25 minutes

SECTION 09. DUTIES AND RESPONSIBILITIES OF OPERATORS OF PUJS, MULTICABS, GT EXPRESS, PUMBS AND PUBS. –

- a. The operators of all PUVs shall secure the necessary individual franchises, business permits and other licenses and shall pay the appropriate taxes, fees and other impositions that may be imposed, levied and collected by duly constituted authorities upon them before using or taking possession of the premises assigned to them in the City Terminal.
- b. For operators of PUVs with two or more units franchised under their name, they shall be required to get only one business permit for their units. The plate numbers of the units must be reflected in the business permit.
- c. The operators shall comply with all sanitation rules and regulations that are promulgated by the duly constituted authorities, and those that may be imposed from time to time, and shall keep and maintain their premises in clean and good sanitary condition, and shall dispose of all garbage or rubbish only thru means and places indicated by the Terminal management.
- d. On the face of the business permit shall be printed: *"Any violation by the permittee of a law, ordinance, executive order or other issuances in the preparation of his business shall be a cause for the revocation of the permit."* The Business Permits and Licenses Office shall also issue corresponding vehicle stickers to all approved permittee, which shall be displayed on the front windshield of their respective PUVs.
- e. The operators shall not start or proceed with any repair work, extend the area or occupy more paved bays/alleys as allowed.
- f. Each operator shall require his/her employee/s to wear company ID upon entering the premises of the City Terminal, except those as provided in this Ordinance.
- g. Each operator or his/her duly authorized representatives shall recognize the authority of the City Administrator or his duly authorized representatives to inspect the allocated spaces of the operators or PUVs at any reasonable hour of the day or night.
- h. All operators shall submit to the terminal authorities their daily arrival and departure reports of their own units.
- i. All operators shall comply with any and all laws, ordinances, regulations or orders of the National or City Government authorities arising from, or regarding the use, occupation and sanitation of the premises.

SECTION 10. DAILY DEPARTURE REPORT COPY. – The TMO shall prepare a daily departure report copy and shall furnish the City Treasurer's Office a copy of the same every end of the week.

fn

SECTION 11. ADVERTISEMENTS. – The displaying or posting of any printed materials, except as provided in this ordinance, in any part of the City Terminal is prohibited without the prior approval of the Business and Permits Licensing Office.

SECTION 12. LEASE AND OTHER FEES. –

- a) PUV Terminal Fee - A terminal fee shall be levied upon each owner or operator for any departing PUVs for using the City Terminal at the following rates per departure:

Vehicle Type	Terminal Fee Per Trip
Buses and Mini Buses	
Davao Bound	Php300.00
Silago Bound	Php100.00
Maasin Bound	Php100.00
Baybay Bound	Php50.00
All other mini buses	Php50.00
UV Express/UV Shuttle(Aircon/non-aircon)	
Jeepney	Php15.00
Multicab	Php10.00
Tricycle	Php5.00

- b) Dropping/Unloading Fees - PUVs coming from other places that do not avail of the regular services offered by the City Terminal or not registered at the TMO other than the dropping-off of passengers shall be charged Two Hundred Philippine Pesos (Php200.00).
- c) Landing Fee - Landing fees for any commodity and merchandise shall be Twenty Philippine Pesos (Php20.00) per bundle, sack, drum, carton, *bakat*, or any other similar or analogous unit of measurement.
- d) Passenger Lounge Fee - A Passenger Lounge fee of Twenty Philippine Pesos (Php20.00) per person shall be collected to all who enter or make use of the air-conditioned Passenger Lounge located in the City Terminal.

Stranded passengers bound for Cebu who can present their Cebu-bound tickets shall only pay Ten Philippine Pesos (Php10.00).

The ground floor of the Ormoc City Public Transport Terminal Building may be leased out for business purposes. On the other hand, the passenger's lounge shall be moved to the second floor of the terminal building.

- e) Baggage Deposit - There shall be a deposit fee of Ten Philippine Pesos (Php10.00) for each passenger who shall deposit their baggage, bags, suitcases, etc in the terminal baggage booth. Such fee entitles the passenger to deposit three (3) bags at the maximum.
- f) Restroom Use - The use of the restrooms shall be free of charge to those who have paid the passenger lounge fee only. Otherwise, a fee of Five Philippine Pesos (Php5.00) shall be collected from each person using the restroom.

fn.

- g) Collection and Disposition of Fees - The fees and charges herein provided shall be collected by the City Treasurer or his duly authorized or assigned deputies.
- h) Senior Citizen Discount - Senior citizens and Persons with Disabilities shall be given a discounted rate of twenty percent (20%) for all paid services of the City Terminal.
- i) Minimum Rental Rates for Commercial Spaces and Terminal stalls -

Area	Minimum Rental Rates
Commercial Spaces within the Terminal Building	Php500.00 per square meter/month
Terminal stalls	Php40.00/day

SECTION 13. INCREASE OF RENTAL FEES. - The minimum rates of rental provided herein may be increased on the Fourth (4th) year after the effectivity of this ordinance and every three (3) years thereafter, provided that the increase will not be more than fifteen percent (15%) for commercial spaces and ten percent (10%) for terminal stalls, as determined by the Sangguniang Panlungsod upon recommendation of the Economic Enterprise.

SECTION 14. PAYMENT OF RENTAL FEES. -

- a. Commercial Spaces - Monthly rentals of the commercial spaces shall be paid directly to the Office of the City Treasurer or to his duly authorized or assigned deputies not later than at the end of each month, without need of any demand, and rentals not paid on said end of each month date shall be charged an interest of two (2) percent per month until paid. Provided that monthly rental paid within the first 3 days of the applicable month shall entitle the lessee to a ten (10) percent discount thereof, provided further that he has no delinquency. Provided finally, that failure to pay the monthly rental equivalent to two (2) consecutive months shall be a ground for eviction and revocation of the contract.
- b. Terminal stalls - The lessee may opt to pay a daily rental fee or a monthly rental fee.
 - i. Daily rentals shall be collected by an authorized representative of the City Treasurer's Office or by his duly authorized or assigned deputies at five o'clock in the afternoon at the end of each day. A surcharge of 2% shall be charged on top of every five (5) unpaid daily rentals. Provided, that failure to pay the daily rental fee equivalent of two (2) months shall be a ground for eviction.
 - ii. Monthly rentals shall be paid directly to the Office of the City Treasurer or to his duly authorized or assigned deputies not later than at the end of each month, without need of any demand, and rentals not paid on said end of each month shall be charged an interest of two (2) percent per month until paid. Provided that a monthly rental paid within the first three (3) days of the applicable month shall entitle the lessee to a ten (10) percent discount thereof, provided further that he has no delinquency. Provided finally, that failure to pay the monthly equivalent of two (2) months shall be a ground for eviction and revocation of the contract.

fn.

SECTION 15. MANNER OF CLOSING OF DELINQUENT STALLHOLDERS.

– Upon recommendation of the TMO and the approval of the City Mayor and after the exhaustion of all legal remedies in order to cure the defect of delinquent stallholders, the Terminal Manager may padlock the commercial space or stall of any delinquent lessee.

CHAPTER III

ADJUDICATION, AWARDING AND LEASE OF SPACES AND TERMINAL STALLS

SECTION 16. VACANCY, LEASE AND OCCUPANCY OF TERMINAL STALLS AND COMMERCIAL SPACES. – Vacant commercial spaces and terminal stalls of the City Terminal shall be adjudicated in the following manner:

- a. Notice of vacancy shall be displayed above the vacant commercial space or stall as to apprise the public of the fact that such area is unoccupied and available for lease. This notice of vacancy shall specify the number of the commercial space or stall or its location, the last date during which application therefore may be filed, and the date of public bidding/drawing of lots when necessary. A copy of this Notice of Vacancy shall also be placed on the Bulletin Board of the TMO or the City Terminal Bulletin;

NOTICE OF VACANCY

NOTICE is hereby given that Commercial Space/Stall No. _____, of the Ormoc City Public Transport Terminal - _____ is vacant or will be vacated on _____. Any person, at least 18 years of age who is not legally incapacitated, desiring to lease this commercial space or stall, shall file an application thereof on the prescribed form (copies may be obtained from the Terminal Management Office) during office hours and before 12:00 o'clock noon of _____. In cases where there is more than one applicant, the award of the lease of the vacant stall shall be determined through public bidding/drawing of lots, whichever is applicable, for the lease thereof to be conducted on _____, at 12:00 o'clock noon, at the Session Hall, this City.

Terminal Manager, TMO

- b. The above notice shall remain where it is displayed or placed for a period of not less than five (5) days immediately preceding the date of the award;
- c. If on the last day of filing of the application, there is no applicant, the posting and display of the Notice of Vacancy prescribed above shall be repeated for another ten days;
- d. The application shall be under oath. It shall be submitted to the TMO by the Applicant for record purposes; and
- e. An Application Fee of Five Hundred Philippine Pesos (Php500.00) shall be collected from applicants of the Commercial Spaces, and Fifty Philippine Pesos (Php50.00) from applications of the City Terminal stalls to discourage nuisance applicants and to cover or defray the necessary expenses. It shall be the duty of the Terminal Manager to keep a register book showing the names and address of all applicants for vacant terminal stalls, the number and location of the stall applied for, and the date and hour of the receipt of the application by the Terminal Manager. It shall be his duty to acknowledge receipt of the application setting forth therein the time and date of receipt thereof.

fn.

The Application Letter shall be in the form as Annex "A" as hereto attached and made an integral part hereof.

SECTION 17. ADJUDICATION OF COMMERCIAL SPACE OR TERMINAL STALL. – In cases where a vacant commercial space or stall has two or more competing applicants desiring to lease out a specified commercial space or stall in the City Terminal, the following shall apply:

- a. Commercial Space - a public bidding shall be conducted in order to decide which of the applicants shall be awarded the lease of the said commercial space; and
- b. Terminal Stall – drawing of lots shall be conducted in order to decide which of the applicants shall be awarded the lease of the said terminal stall.

SECTION 18. TERMINAL LEASING COMMITTEE (TLC). – The TLC shall be constituted to conduct and supervise the public bidding and/or drawing of lots for the awarding of the lease and awarding of commercial spaces and terminal stalls in the City Terminal. The TLC shall be composed of the following:

- | | |
|---------------|----------------------|
| Chairman | - City Administrator |
| Vice Chairman | - Terminal Manager |
| Member | - City Treasurer |

SECTION 19. FUNCTIONS AND RESPONSIBILITIES OF THE TLC. – The TLC shall exercise the following functions and responsibilities:

- a. Examine and evaluate all applications for the lease of commercial spaces and terminal stalls submitted by the applicants at the TMO; and
- b. Supervise the conduct of the public bidding and/or drawing of lots for the lease of commercial spaces and terminal stalls in the City Terminal in cases where two or more applicants are vying for the lease of the same commercial space or stall.

SECTION 20. VACANCY OF COMMERCIAL SPACES OR TERMINAL STALLS. – A commercial space or stall is deemed vacant under any of the following conditions:

- a. When it is newly constructed and not yet leased and awarded to a qualified applicant;
- b. Death of the Lessee; and
- c. Voluntary surrender by the Lessee.

SECTION 21. SECURITY DEPOSIT AND ADVANCE PAYMENT. – A payment of a security deposit equivalent to two (2) months of the monthly rental and the payment of an advance payment of one (1) month shall be required from the winning applicant at the time of the execution of the lease contract for commercial spaces. No deposit shall be required of those leasing the Terminal stalls.

SECTION 22. ASSIGNMENT OF TERMINAL STALLS. – No person shall sell, offer or expose for sale any article in any other areas except as provided by this Ordinance or use or occupy any commercial space or stall without first having been assigned or awarded to such.

SECTION 23. DUMMIES, SUB-LEASE OF TERMINAL STALLS. – In any case where the person registered to be the holder or lessee of a commercial space or terminal stall in the City Terminal is found to be in reality not the person who is actually occupying such stall, his/her contract shall be cancelled if, upon investigation, such stallholder shall be found to have sub-leased his/her stall to another person, or to have connived with such person so that the latter may, for any reason, be able to occupy the said stall.

SECTION 24. LIMIT ON NUMBER OF TERMINAL STALLS AWARDED. –

No person shall be allowed to lease more than one (1) stall or commercial space. In addition, no more than one member of the family consisting of the father, mother, sons and daughters shall hold terminal stalls in the City Terminal unless these sons and daughters are already living by themselves and independently of their parents.

SECTION 25. DURATION OF REGULAR LEASE. –

The regular lease of commercial space or stall shall be understood to be for one (1) year, unless the City Mayor upon recommendation of the TMO for any reasonable or just cause or for any violation of the provisions of this or any other ordinance, or any rules and regulations relating to the administration of the City Terminal stalls, revoke the same; all lease contracts are to be validated or renewed as licenses, permits and other fees are validated or renewed every year.

SECTION 26. LEASE CONTRACT. –

Only winning applicants are granted the legal rights to occupy and operate a particular commercial space or stall, unless revoked in accordance with the provisions of this article.

The Lease Contract shall be in the form as Annex "B" as hereto attached and made an integral part hereof.

SECTION 27. EFFECT OF DEATH OF LESSEE. –

Upon the death of the Lessee, the contract of lease covering the commercial space or stall shall be deemed terminated. However, the surviving spouse, direct heirs and/or estate of the deceased who desire to continue the lease and business of the deceased may apply and the lease may then be transferred to the qualified legal heir applicant; provided that the TMO be notified within thirty (30) days after the death of the Lessee and upon payment of all necessary rents or fees due at the time of death of the original Lessee by the legal heir applicant.

SECTION 28. IDLE OR INACTIVE STALL/COMMERCIAL SPACES. –

Any commercial space or stall that shall be idle for two (2) months or sixty (60) consecutive days for whatever reason shall be declared abandoned or vacant and shall be subject to bidding or drawing of lots and be awarded to the qualified bidder.

SECTION 29. LOSSES OF LESSEES. –

The City Government of Ormoc shall not be responsible for any loss or damage, which Lessees may incur in the City Terminal by reason of fire, theft or robbery or force majeure. It shall be the duty of the TMO to exercise utmost vigilance and care to prevent any loss in the City Terminal. The tenants, however, after the expiration of their lease or upon the time they vacate the leased area, shall pay for whatever damages/losses the terminal stalls might have sustained during the duration of their lease except for ordinary wear and tear and reasonable use and other unavoidable losses.

CHAPTER IV

GUIDELINES FOR THE CONDUCT OF BIDDING OR DRAWING OF LOTS AND GRANTING OF AWARD

SECTION 30. CONDUCT OF THE BIDDING OR DRAWING OF LOTS AND GRANTING OF AWARD. –

There shall be established guidelines for the conduct of bidding for commercial spaces or the drawing of lots for the Terminal Stalls of the City Terminal, to wit:

a. Public Bidding:

i. The bidding shall be conducted and supervised by the TLC and the bidding shall be made through a sealed bid;



- ii. The TLC shall determine the date, time and venue of the bidding and that information and announcement of the same shall be in the Notice of Vacancy;
- iii. The bidding shall be conducted in a public place visible and accessible to the public;
- iv. The floor price for the bidding of the commercial space shall be the minimum monthly rental fee of commercial space subject to bidding;
- v. The highest bidder shall automatically be the winning bidder in a particular commercial space or stall. In case of a tie of the highest bid, there shall be a re-bidding for those bidders who got the highest bid and that the re-bidding shall start from the highest bid amount. In case of a tie in the re-bidding, the drawing of lots shall determine the winning bidder;
- vi. Winning bidders shall be notified and shall receive a certificate of award as proof of their being granted the legal right to lease a particular commercial space; and
- vii. The bidding payment shall be in cash basis.

b. Drawing of lots:

- i. The drawing of lots shall be conducted and supervised by the TLC;
- ii. The TLC shall determine the date, time and venue of the drawing of lots and that information and announcement of the same shall be in the Notice of Vacancy;
- iii. The drawing of lots shall be conducted in a public place visible and accessible to the public;
- iv. The Chairman of the TLC shall draw the winning applicant; and
- v. The successful applicant shall be notified and shall receive a certificate of award as proof of their being granted the legal right to lease a particular terminal stall.

SECTION 31. PREFERENCE OF APPLICANTS. – Occupancy of commercial space or stall is open to all interested applicants provided that the applicant has a track record of sound business management and/or possess a high financial capability and of good moral character. An applicant for a lease of any of the City Terminal commercial space or stall must be:

1. A Filipino citizen;
2. Must not be less than eighteen (18) years old; and
3. Financial capability of maintaining the operation and answering/shouldering any liability that may arise in the course of operation of said commercial space or stall; provided that, in the case of terminal stalls, a lessee must have a capitalization of Five Thousand Philippine Pesos (Php5,000.00) to a maximum of Ten Thousand Philippine Pesos (Php10,000.00) only.

SECTION 32. WINNING APPLICANT. – The successful applicant shall furnish three (3) copies of his/her picture immediately after the award of the lease. It shall be the duty of the Terminal Manager to affix one (1) copy of the picture to the application and the other two (2) copies of the record kept for the purpose.

Fifteen (15) days after the award, applicants must present a business permit and execute a contract of lease for the commercial space or stall awarded to him/her. Only then shall a Certificate of Award duly approved by the City Mayor can be issued to an applicant.

fn.

SECTION 33. CERTIFICATE OF AWARD. – To authenticate the results of the adjudication of the vacant terminal stalls or commercial spaces, a certificate of award shall be issued to the successful applicant. The date of the issuance in the certificate of award shall be the basis of determining the start of payment of rental by the successful applicant, notwithstanding when the actual occupancy or start of business operation by the lessee shall begin. The Certificate of Award shall be issued within 10 days after the bidding as the case may be. The Certificate shall be on the following form:

CERTIFICATE OF AWARD

(on vacant stall or commercial space to successful applicant)

This certificate is hereby issued to _____, a resident of _____ and a qualified applicant **for the lease of commercial space/terminal stalls no. _____**, at Ormoc City Public Transport Terminal _____ by the Terminal Leasing Committee conducted last _____ 20____ at the Office of the _____.

Issued this _____ day of _____ 200____
Ormoc Cits, Philippines.

City Mayor

CHAPTER V

GUIDELINES FOR STALL OCCUPANTS AND PASSENGERS

SECTION 34. SANITARY MAINTENANCE. – The sanitary maintenance and inspection of the City Terminal and its facilities shall be governed by sanitary orders, rules and regulations promulgated by the City Health Office and those which the Sangguniang Panlungsod may adopt from time to time, as well as those provided by Presidential Decree (PD) 856, or otherwise called as the Revised Sanitation Code of the Philippines.

SECTION 35. ALTERING OF TERMINAL STALLS, FIXTURES, ETC. – No person shall alter, disfigure and add to or change the structure of any stall or fixture without a written permission from the City Administrator upon recommendation of the City Engineer. Likewise, no products, fixtures, and the like shall be displayed outside their terminal stalls.

SECTION 36. SIGNBOARDS. – Terminal stalls and Commercial Spaces shall be allotted a signboard space with identical sizes and flushed against the stall or commercial space facade stating the business name and name of occupant.

SECTION 37. MANNER OF DISPLAYING MERCHANDISE. – All merchandise or goods shall be arranged in such a manner that no portion of alleys/passages or the paved bays be obstructed, impeded or blocked by such merchandise. Such shall not extend the stall beyond the boundary or marker nor shall any vendor be allowed to put tables or chairs outside the premises of the stall. The TMO may issue supplemental guidelines for the proper use of the terminal stalls and spaces in the City Terminal.

SECTION 38. UTILITY CONNECTION AND CONSUMPTION. – Electric and water consumption shall be solely on the account of lessees of rentable space.

SECTION 39. PROHIBITION ON ILLEGAL VENDORS. – No person shall hawk or peddle his/her wares along the sidewalks, alleys, aisles, corridors or in any other unauthorized areas inside the City Terminal.

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SECTION 40. PROHIBITION ON ILLEGAL STRUCTURES. – No person shall put up any structure, shanty, "barong-barong," shed, and table or push cart within the premises and vicinity of the City Terminal for the purpose of selling or keeping his wares or articles for sale to the public, except the City Terminal stalls and commercial spaces.

SECTION 41. PROHIBITED BUSINESS AND ACTIVITIES. –

- a. No stall shall be used as sleeping area/sleeping quarters
- b. No stall shall be used as a restaurant
- c. Terminal stalls shall be manned by not more than 2 persons at least 18 years old
- d. No part of the terminal stalls shall be used as cooking area
- e. No chairs and tables shall be displayed/allowed to be placed in the terminal stalls except for the chairs to be used by the vendors manning the terminal stalls which shall be limited to only two
- f. Shall not sell vegetables and raw food like fish and meat
- g. Beer House, Massage Clinic, Karaoke Bar, Computer Games, Religious Activities (Place of Worship), Illegal Gambling, School, and other similar kind of businesses or activities enumerated above are not allowed.

SECTION 42. EJECTED STALLHOLDERS DISQUALIFIED. – Stallholders, including his/her relatives who have been ejected from his/her commercial space or stall for cause as provided in this Ordinance and Ordinance No. 044, Series of 2017, shall be disqualified from applying for any vacant terminal stalls or commercial spaces for a period of three(3) years from the date of the said termination.

SECTION 43. GUIDELINES FOR THE USE OF TERMINAL FACILITIES. – Passengers using the City Terminal shall abide by the following:

- a. Passengers are not allowed to board on any passenger vehicle before scheduled departure;
- b. Passengers and passenger vehicles shall approach the designated loading area of passengers before departure; and
- c. Terminal fee tickets shall be attached to the bus tickets issued by the PUV operators.

CHAPTER VI

IMPLEMENTATION

SECTION 44. IMPLEMENTING AGENCY. – The Terminal Management Office (TMO) shall be the main implementing body of this Ordinance in cooperation with the following:

- a. Philippine National Police (PNP)
- b. Traffic Enforcement and Management (TEAM)

CHAPTER VII

FINAL PROVISIONS

SECTION 45. APPROPRIATION. – The amount necessary for the management and operation of the City Terminal and to carry out the provisions of this Ordinance is hereby authorized and appropriated in the City Annual Budget and subject to COA accounting and auditing rules and regulations.

SECTION 46. PENALTIES. – Any person/s who are found guilty of violating any provision of this Ordinance shall be punished:

- a. First offense – Five Hundred Philippine Pesos (Php500.00);



- b. Second offense – fine of not less than Two Thousand Five Hundred Philippine Pesos (Php2,500.00) and/or imprisonment of not more than Thirty (30) days. The violator may opt to pay an Administrative Fine of One Thousand Philippine Pesos (Php1,000.00) at the Treasurer's Office of Ormoc City within Ten (10) days from the issuance of the City Violation Ticket, otherwise, an appropriate case will be filed in court; and
- c. Third offense – fine of not less than Four Thousand Philippine Pesos (Php4,000.00) and/or imprisonment of not more than Thirty (30) days, at the discretion of the court. The violator may opt to pay an Administrative Fine of Two Thousand Philippine Pesos (Php2,000.00) at the Treasurer's Office of Ormoc City within Ten (10) days from the issuance of the City Violation Ticket, otherwise, an appropriate case will be filed in court.

In cases of transport operators and stallholders, their rights to use the City Terminal shall be terminated. The operator of erring unit shall be notified of the specific violation committed by their respective drivers and shall be responsible and co-liable of such violation.

SECTION 47. REPEALING CLAUSE. – This Ordinance shall repeal Tax Ordinance No. 7 s 1980 and Tax Ordinance No. 2000-001 s 2000.

The provisions of Tax Ordinance No. 2007-001 and 002, which are not in conflict with or contrary to the provisions of this ordinance are hereby adopted and made an integral part hereof.

This Ordinance also amends or modifies or repeals relevant provisions pertaining to management and operations of the Ormoc City Terminal of Ordinance No. 107, series of 2004, otherwise known as the "New Market Code of Ormoc."

Any ordinance, resolutions or part thereof inconsistent with this ordinance are hereby repealed or modified accordingly.

SECTION 48. SEPARABILITY. – If any section or portion of this Ordinance shall not be declared unconstitutional or ultra vires, such declaration shall not invalidate the whole of this Ordinance.

SECTION 49. MANDATORY REVIEW. – This Ordinance shall be reviewed again after five (5) years of its effectivity.

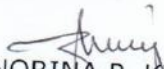
SECTION 50. EFFECTIVITY. – This Ordinance shall take effect upon completion of the public consultation, its approval and publication in the local newspaper of general circulation, and posting in conspicuous places in the City of Ormoc as required under Section 511 of RA 7160.

ENACTED, May 29, 2018.

RESOLVED, FURTHER, to furnish copies of this ordinance one each to the City Mayor Richard I. Gomez; the City Administrator; the City Legal Officer; the Terminal Management Office; the City Planning & Development Office; the City Treasurers Office; the City Budget Office; the City Accounting Office; the City Auditor; the Permits, Franchising & Licensing Office; the Traffic Enforcement & Management Office (TEAM), Ormoc City; the Ormoc City Police Office; the OIC-City Director, DILG; and others concerned in Ormoc City;

CARRIED UNANIMOUSLY.


I HEREBY CERTIFY to the correctness of the above ordinance.


NORINA P. KIERULF
(OIC - SP Secretary Designate)
Local Legislative Staff Officer II

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
Vice Mayor & Presiding Officer

APPROVED:


LEO CARMELO L. LOCSIN, JR.
ACTING CITY MAYOR
RICHARD I. GOMEZ
City Mayor
05 JUN 2018
(Date)

APPLICATION LETTER

The City Treasurer
Ormoc City

I hereby apply under the following contract for the lease of Commercial Space/Stall No. _____ of the Ormoc City Public Transport Terminal Building No. _____. I am _____ years of age, _____ (single/married), a citizen of the Philippines, and residing at _____.

Should the above-mentioned commercial space/stall be leased to me in accordance with the rules and regulations, I oblige myself to hold the same under the following conditions:

1. That while I am occupying or leasing this commercial space/stall, I shall, at all times, post and display my business permits and other licenses conspicuously in the stall;
2. That I shall keep the space/stall in good sanitary condition at all times and comply strictly with all sanitary rules and regulations now existing, or which may hereafter be promulgated;
3. I shall pay the corresponding rentals for the space/stalls in the manner prescribed by existing ordinances;
4. The business to be conducted in the space/stall is registered under my name;
5. I shall not sublet or sell this privilege to lease the space/stall or otherwise permit another person to conduct a business therein;
6. Any violation on my part or on the part of my helpers of the foregoing conditions shall be sufficient cause for the market authorities to cancel the lease contract; and
7. That I nor my relatives up to the second degree of consanguinity or affinity have not been disqualified from entering into any kind of contract or agreement for the lease, usufruct or use of any City Government owned or managed property.

I, _____, do hereby state that I am the person who signed the foregoing statement/application; that I have read the same; and that the contents thereof are true to the best of my knowledge.

Very Respectfully,

Applicant

SUBSCRIBED AND SWORN to before me, in the City of Ormoc, Philippines, this _____ day of _____, Applicant/Affront exhibited his/her Community Tax Receipt No. _____ issued on _____ at _____, Philippines.

Notary Public

LEASE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease, made and executed on this ____ day of _____, 20__ in this City of Ormoc, Province Leyte, Philippines by and between:

THE CITY OF ORMOC, a public corporation existing under and by virtue of the Laws of the Republic of the Philippines, represented by its City Mayor _____, hereinafter called the LESSOR;

- AND -

_____, of legal age, single/married to _____, widow/widower, Filipino, a citizen and resident of _____ hereinafter called the LESSEE;

WITNESSETH:

WHEREAS, in consideration of the rent and the term and condition herein contained, the LESSOR hereby lease to the LESSEE a stall which is a portion of _____ Commercial Space/Terminal Stall No. ____ located at _____ absolutely belonging to and owned by herein LESSOR;

WHEREAS, the LESSOR agrees to lease Stall/Space No. ____ situated at the above to herein LESSEE;

WHEREAS, the LESSEE agrees to lease said Stall/Space No. ____ of LESSOR situated at the address stated above.

NOW THEREFORE, for and in consideration of the above premises, the parties herein have agreed to the following terms and conditions, to wit:

1. The terms of the lease contract shall be for a period of one (1) year starting from the execution of this contract, renewable for a like period at the option of the LESSOR (LGU-Ormoc) through the City Mayor subject to the terms and conditions herein;
2. The agreed rental for the use and occupancy of Space/Stall No. ____ (as applicable) will be _____, (P_____) per day/month payable in the Philippine Currency, payable at the end of each month without the necessity of an express demand therefore if paid monthly, said rental to be paid to the City Treasurer or his duly authorized representative, or payable at the end of each day if paid daily. Said rental is exclusive of LIGHT, WATER AND SUCH OTHER SERVICES which shall be borne exclusively by the LESSEE;
3. Upon the execution of this contract, the LESSEES of spaces with a monthly rent shall pay the total sum of _____, (P_____) Philippine Currency, which amount is equivalent to two (2) months deposit, plus one (1) month

advance rental for the leased premises. The deposit is to guarantee and secure the faithful compliance on the part of the LESSEE with the terms and conditions set forth herein and cannot be refundable, if the LESSEE stays LESS than one (1) year, in the leased premises, since said deposit maybe forfeited and applied by the LESSOR as liquidated damages;

- 4. The LESSEE is strictly prohibited and is not authorized to make any improvement and/or alterations in the leased premises. Any violation of this provisions shall be cause for termination of this contract even before the expiration of the one (1) year period or a ground for ejectment of the LESSEE;*
- 5. The LESSEE, shall not sublease, or assign the leased premises, neither can the LESSEE sell or transfer his/her rights under the contract of lease to any other person whomsoever. A violation of this condition will be ground for termination of this lease contract even before the expiration of the one (1) year period;*
- 6. The LESSEE shall not use the leased premises for residence or dormitory, but exclusively for the purpose to which it is intended;*
- 7. This contract of lease shall be rescinded whenever by reason of conflagration, flood, river, earthquake or other fortuitous causes, the building shall be totally or partially destroyed and the LESSOR shall not at any time be responsible to the LESSEE or any damage which may result to the LESSEE from any of the said causes;*
- 8. LESSEE, shall permit the LESSOR or his duly authorized representative to enter and inspect the condition of the leased premises at reasonable hour in convenient manner;*
- 9. It is further agreed that the LESSEE shall be responsible for any and all acts omissions or his/her servants/employees;*
- 10. Should the LESSEE fail to pay the rent equivalent to two (2) months as stipulated herein and in accordance with the terms above mentioned or violate the terms of this contract, the LESSOR shall have the right to eject the LESSEE from the premises, and to collect and recover from him/her all accrued rentals;*
- 11. In case of court litigation by virtue of non-payments of the agreed rentals or any other breach of this contract on the part of the LESSEE, said LESSEE further bind and obligate himself/herself to pay the LESSOR the additional amount of _____ (P_____) Philippine Currency as attorney's fees exclusive for cost legally taxable;*
- 12. That in case the space or stall be idle for three (3) months or ninety (90) consecutive days, it shall be declared abandoned or vacant and shall be subject to bidding/drawing of lots, as applicable, ` and awarded to another qualified bidder;*
- 13. LESSOR and LESSEE hereby agrees that in the event of court litigations, the venue shall be in City of Ormoc;*

14. LESSOR reserves the right to increase the rental fees;
15. Electric and water consumption shall be solely on the account of lessees of rentable space.
16. LESSEE shall surrender and yield up quietly and peacefully to the LESSOR the premises with all the fixtures other than those owned by the LESSEE at the termination of this lease or earlier termination thereof, in the same condition in which he/she shall have found them; Ordinary wear and tear and reasonable use and other unavoidable loses, excepted;
17. LESSOR hereby warrants the peaceful possession and enjoyment of the leased premises by the LESSEE; and
18. PROVIDED, always, that in case of breach by the LESSEE of any of the terms and conditions herein contained, the LESSOR may while said breach may continue, and notwithstanding any waiver of any prior breach of said terms and conditions without notice of demand, hereby terminate this lease, and may thereupon expel and remove the LESSEE and his effects.

IN WITNESS WHEREOF, the parties have hereunto signed their names on this ____ day of _____, 20__ in City of Ormoc, Philippines.

LESSOR

LESSEE

Signed in the presence of: _____

Republic of the Philippines)

CITY OF ORMOC)

X-----/

BEFORE ME, a Notary Public for an in the Province of Leyte, personally appeared: _____ with _____ expiring on _____ all known to me to be the same person who executed foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed.

This instrument, consisting of _____ pages including this acknowledgement, refers to a Contract of Lease of a rentable portion of Public Transport Terminal xx situated at _____ of Ormoc City. Signed by the parties and their instrumental witnesses on each and every page thereof, and sealed with my Notarial seal.

WITNESS MY HAND AND SEAL on this ____ day of _____, 20__ in City of Ormoc, Leyte, Philippines.

NOTARY PUBLIC