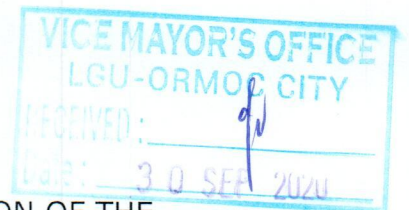


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON SEPTEMBER 29, 2020

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member
Roiland H. Villasencio,	SP Member, Majority Floor Leader
Tomas R. Serafica,	SP Member
Nolito M. Quilang,	SP Member, Asst. Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member
Jasper M. Lucero,	SP Member
Peter M. Rodriguez,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2020-316

A RESOLUTION GRANTING THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR BY WAY OF AMENDMENT TO SP RESOLUTION NO. 2020-141, DATED MAY 19, 2020, THE AUTHORITY TO ENTER INTO AND SIGN THE CONTRACT TO BUY AND SELL RELATIVE TO THE PROPERTIES AFFECTED BY THE AIRPORT EXPANSION AND REHABILITATION. THIS REQUEST PERTAINS TO THE MODIFICATION ON THE TERMS OF SALE WHERE ONLY A PORTION IS ACQUIRED BY THE GOVERNMENT.

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated September 28, 2020 from the Office of the City Mayor, endorsing a request for the issuance of a resolution granting the City Mayor Richard I. Gomez or the Acting City Mayor by way of amendment to SP Resolution No. 2020-141, dated May 19, 2020, the authority to enter into and sign the Contract to Buy and Sell relative to the properties affected by the airport expansion and rehabilitation. This request pertains to the modification on the terms of sale where only a portion is acquired by the government. Further requesting that this matter be treated as EXTREMELY URGENT, a copy of the Contract is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, the Department of Transportation (DOTr) is a government agency with principal office at Apo Court, Pinatubo St. corner Sergio Osmeña Sr., Clark Freeport Zone, Angeles City Pampanga, represented by the LOCAL GOVERNMENT UNIT OF ORMOC (LGU-Ormoc), a municipal corporation created and existing under Philippine laws herein referred as "VENDEE";

WHEREAS, in an Annotation dated September 28, 2020, the City Legal Office finds nothing legally objectionable in the said Contract and that the same is not contrary to law, morals, public order, or public policy much less detrimental to the best interest of Ormoc City, a copy of the Opinion is hereto attached as "ANNEX B" and made an integral part hereof;

WHEREAS, the development of Ormoc City Airport is one of the priority projects of the national government;

WHEREAS, the VENDEE and the Local Government Unit of Ormoc (LGU Ormoc) entered into a Memorandum of Agreement (MOA) whereby the former downloaded funds to the latter for the purchase of lots affected by the rehabilitation of Ormoc City Airport, a copy of the MOA is hereto attached as "ANNEX C" and made an integral part hereof;

WHEREAS, the VENDEE is interested to purchase a piece of land owned by the VENDOR located in Brgy. Airport for the rehabilitation of Ormoc City Airport;

WHEREAS, the VENDEE has offered to buy a portion of the VENDOR's lot devoted to the ongoing road widening project in the area;

WHEREAS, the Contract Price is Eight Hundred Sixty Philippine Pesos (Php860.00) per square meter net of capital gains tax, documentary stamp tax, transfer tax, and registration fees, except for transfer costs on the tax declaration, and expenses;

WHEREAS, the VENDOR, cognizant of the noble and laudable intention of the project, agree to SELL to the VENDEE the property subject of the Contract;

WHEREAS, this Sanggunian, after thorough examination of the aforementioned request by the City Mayor, in addition to finding the price on the Contracts to Sell as just, fair and reasonable, additionally finds that: the same is not contrary to law, existing contract, public policy, customs and morals; is reasonable and in order; the same is entered into for the best interests of the City; and, finally, that the granting of the authority for the purchase of the aforementioned parcels of land, among other lawful purposes, facilitates the ongoing developmental progress of the City and henceforth, deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances and SP Member Roiland H. Villasencio, Chairman, Committee on Public Properties, severally seconded by SP Members Tomas R. Serafica, Peter M. Rodriguez, Vincent L. Rama, Lalaine A. Marcos and Nolito M. Quilang; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR BY WAY OF AMENDMENT TO SP RESOLUTION NO. 2020-141, DATED MAY 19, 2020, THE AUTHORITY TO ENTER INTO AND SIGN THE CONTRACT TO BUY AND SELL RELATIVE TO THE PROPERTIES AFFECTED BY THE AIRPORT EXPANSION AND REHABILITATION. THIS REQUEST PERTAINS TO THE MODIFICATION ON THE TERMS OF SALE WHERE ONLY A PORTION IS ACQUIRED BY THE GOVERNMENT;


ADOPTED, September 29, 2020.

RESOLVED, FURTHER, that a copy of the final notarized Contracts to Buy and Sell be submitted to this Sanggunian for its information and files;

RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc, Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; the Department of Transportation (DOTr); the VENDOR; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


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

CONTRACT TO BUY AND SELL**KNOW ALL MEN BY THESE PRESENTS:**

This **CONTRACT** is made and entered into by and between:

NAME OF VENDOR, of legal age, Filipino, CIVIL STATUS, and a resident of _____, hereinafter referred to as the "VENDOR"

-and-

DEPARTMENT OF TRANSPORTATION, a government agency with principal office at Apo Cuort, Pinatubo Street corner Sergio Osmeña Sr., Clark Freeport Zone, Angeles City, Pampanga, represented by the **LOCAL GOVERNMENT UNIT OF ORMOC**, a municipal corporation created and existing under Philippine laws, with address at Aunubing Street, Brgy. Cogon, Ormoc City, represented by Mayor **RICHARD I. GOMEZ**, hereinafter referred to as the "VENDEE".

WITNESSETH: THAT -

WHEREAS, the VENDOR is the registered owner of a parcel of land identified as Lot No. _____ located in Brgy. Airport, Ormoc City, covered by Original/ Transfer Certificate of Title No. _____;

WHEREAS, the development of the Ormoc City Airport is one of the priority projects of the national government;

WHEREAS, the VENDEE and the Local Government Unit of Ormoc (LGU Ormoc) entered into a Memorandum of Agreement whereby the former downloaded funds to the latter for the purchase lots affected by the rehabilitation of the Ormoc City Airport;

WHEREAS, the VENDOR, cognizant of the noble and laudable intention of the project, hereby expressed _____ willingness to convey and sell a portion of _____ lot to the VENDEE devoted to the said public purpose;

WHEREAS, the VENDEE is interested to purchase a piece of land owned by the VENDOR located in Brgy. Airport for the rehabilitation of the Ormoc City Airport;

Separate Opinion

WHEREAS, the VENDEE has offered to buy a portion of the VENDOR'S lot devoted to the ongoing road widening project in the area totaling an area of _____ SQUARE METERS, which the latter has accepted under the following terms and conditions:

Not contrary to public policy, moral.

1. That the lot subject of the sale is hereunder identified as:

Lot No.: _____

Area: _____ SQUARE METERS

Transfer Certificate of Title No. _____

Tax Declaration No. _____

Location: Brgy. Airport, Ormoc City

2. That the Contract Price is EIGHT HUNDRED SIXTY PESOS (Php 860.00) per square meter net of capital gains tax, documentary stamp tax, transfer tax and registration fees, except for transfer costs on the tax declaration, and expenses or a total of _____ PESOS (Php _____) for _____ SQUARE METERS;

3. That the VENDOR agree to SELL to the VENDEE the property subject of this Contract.

4. That the consideration of this Contract, the VENDEE shall process the disbursement voucher for the release of the amount due under this contract, as follows:

a. That upon signing of this Contract, the VENDEE shall process the disbursement voucher for the release of the amount due under this contract, as follows:

- a.1. FIFTY PERCENT (50%) of the consideration shall be released, to wit:
- a.2. The amount for the settlement of estate taxes due on the property shall be paid directly by the VENDEE to the Bureau of Internal Revenue (Ormoc City); (WHEN APPLICABLE)
- a.3. Upon production of proof of payment of the estate taxes, the remaining amount of the initial sum of FIFTY PERCENT (50%) of the consideration shall be paid by the VENDEE to the VENDOR. VENDEE shall then be entitled to enter and take and possession of the property subject of this agreement. (WHEN APPLICABLE)
- a.4. VENDEE shall be charged with processing and securing the necessary clearance on the estate tax due on the property. (WHEN APPLICABLE)

REVIEWED	
ORMOC CITY LEGAL OFFICE	b. That upon receipt of FIFTY PERCENT (50%) of the Contract Price, the VENDOR shall sign and execute a Deed of Absolute over the property subject of this contract in favor of the VENDEE, and the acknowledgement receipt of total amount;
Approved	
Separate Opinion	
Drafted by CLO	c. That once the conveyance is annotated on the title, the amount of FORTY PERCENT (40%) of the price shall be released to the VENDOR;
Not contrary to laws, public policy, moral.	d. That the VENDOR shall secure the necessary documents and comply with all the necessary requirement for the transfer of title to the name of the VENDEE;
Amendments/Revisions	e. That after VENDOR shall secure the necessary documents and comply with all the necessary requirement for the transfer of title to the name of the VENDEE;
BY: Atty. Josephine A. Mejia-Romero City Legal Officer	DATE: May 15, 2019

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ___ day of May 2019 in Ormoc City, Leyte, Philippines.

(VENDOR)

DEPARTMENT OF TRANSPORTATION
BY THE: LOCAL GOVERNMENT UNIT OF
ORMOC

RICHARD I. GOMEZ
(VENDEE)

SIGNED IN THE PRESENCE OF:

(witness)

(witness)

ACKNOWLEDGMENT

Republic of the Philippines)
City of Ormoc.....) SS

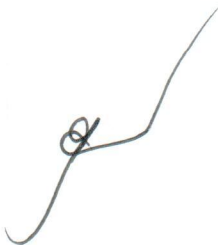
BEFORE ME, NOTARY PUBLIC, this _____ in Ormoc City, Leyte, Philippines, personally appeared the following with competent evidence of identity:

Name	CTC/ID No.	Date and Place Issued
RICHARD I. GOMEZ		

all known to me to be the same persons who executed the foregoing Contract to Sell consisting of THREE (3) pages, including this page on which this Acknowledgment is written and they acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL on the date and in the place above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2020.





MEMORANDUM OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT (MOA), entered into by and between:

The **DEPARTMENT OF TRANSPORTATION (DOTr)**, a government agency with principal office at Apo Court, Pinatubo Street corner Sergio Osmeña Sr., Clark Freeport Zone, Angeles City, Pampanga, Philippines, represented herein by its Undersecretary for Aviation and Airports, **CAPT. MANUEL ANTONIO L. TAMAYO**, hereinafter referred to as "DOTr";

- and -

The **CITY GOVERNMENT OF ORMOC**, a local government unit duly organized and existing under Philippine laws with principal office at Ormoc City Hall, Philippines, represented herein by its Provincial Mayor, **HON. RICHARD I. GOMEZ**, hereinafter referred to as the "LGU-Ormoc".

WITNESSETH:

WHEREAS, the development of Ormoc City Airport has been included among the priority projects of the national government to serve the City of Ormoc including its influence area;

WHEREAS, it is the goal of the national government that the operations of Ormoc Airport be in conformity with the International Civil Aviation Organization (ICAO) Standards and Recommended Practices and with the Civil Aviation Authority of the Philippines (CAAP) Manual of Standards for Aerodromes;

WHEREAS, the DOTr has allocated the amount of One Hundred Twenty Eight Million Pesos (P128,000,000.00) under its CY 2018 for Ormoc Airport, portion of which shall be utilized for site acquisition in the amount of Forty Six Million Pesos (P46,000,000.00);

WHEREAS, RA 10752 (An Act Facilitating the Acquisition of Right-of-Way Site or Location for National Government Infrastructure Projects) provides for streamlined procedures for acquisition of right of way (ROW) or site for national government infrastructure projects, which may also be adopted by local government units;

WHEREAS, the LGU-Ormoc has manifested its desire to support and assist the DOTr in the implementation of the project by way of facilitating the acquisition of the remaining affected lots and the improvements found thereon, including documentation of the property transfer, and activities necessary or ancillary to site acquisition;

NOW, THEREFORE, for and in consideration of the above premises, the parties hereby agree, as follows:

I. The DOTr, subject to the existing laws, rules and regulations shall:

- a. Allocate available funds to the LGU-Ormoc to cover the cost of the acquisition of lands needed for the upgrading to International standards and improvement of the existing Ormoc Airport;
- b. Facilitate the transfer of funds in the total amount of Forty Six Million Pesos (P46,000,000.00) for the operational expenses to be incurred by LGU-Ormoc in the pursuit of its task of acquiring the lots and improvement needed by the project and other related activities. Provided however, that the transfer of funds shall be made in

tranches contingent upon the actual financial need, progress of the programmed activities and the liquidation of funds already transferred;

- c. Validate the Parcellary Plan prepared by the consultant/s hired by the LGU-Ormoc and identify the areas to be acquired;
- d. Upon signing and approval of this MOA and subject to compliance with pertinent laws, issue the Letter Advice and Allotment Release (LAAR) for the aforementioned Project, cause the money/cash transfer in accordance with the following tranches:

Tranche	Percentage of Total Amount	Amount in Peso	Condition of Release of Funds
1 st Tranche	30%	13,800,000.00	15 days from signing and approval of this MOA
2 nd Tranche	30%	13,800,000.00	Upon full liquidation of the 1 st Tranche
3 rd Tranche	40%	18,400,000.00	Upon full liquidation of the previous release(s)
TOTAL	100%	46,000,000.00	Based on the above conditions

- e. Record the receipt/utilization and liquidation including the documentation of such money/cash transfer in accordance with the rules and regulations embodied in COA Circular No. 94-013, Item 3 of Circular No. 2012-001 and Circular 2016-002 dated 13 December 1994, 14 June 2012 and 31 May 2016, respectively
- f. Coordinate and monitor the site/right-of-way acquisition activities.
- g. Upon recommendation of LGU-Ormoc, initiate the expropriation proceedings if necessary.

II. The LGU-Ormoc shall:

- a. Accept the funds transferred by the DOTr for the sole purpose of using said funds for the purchase of affected lots and the improvements found thereon, procurement of services for appraisal, survey works, and related activities, and all costs/expenses to be incurred for the transfer of the title of the properties acquired in the name of the DOTr;
- b. Utilize the funds transferred by the DOTr, strictly in accordance with this Agreement, and subject to the applicable laws, rules and regulations;
- c. Comply with the rules and regulations embodied under COA Circular No. 94-013, Item 3 of Circular No. 2012-001 and Circular 2016-002 dated 13 December 1994, 14 June 2012 and 31 May 2016, respectively for the receipt, utilization, documentation, disbursement and liquidation of money/cash transfer from the DOTr;
- d. Submit to DOTr the following pertinent and relevant documents:
 - i. Copy of the Official Receipt (O.R.) acknowledging receipt of the fund;
 - ii. Copy of the O.R. issued for the refund to the DOTr of unexpended/unutilized balance of fund transferred, including any interest thereof; and
 - iii. Other liquidation documents as may be required by pertinent COA Rules and Regulations aforesaid.

- e. Ensure that the ROW / site acquisition is undertaken consistent with the provisions of RA 10752 and its IRR and the related provisions of the Local Government Code;
 - f. Procure the services of an Independent Property Appraiser (IPA) or a Government Financial Institution (GFI) for the purpose of undertaking property appraisal and related activities (e.g., conduct of parcellary survey, tagging of PAPs, etc.);
 - g. Procure technical consultants for the conduct of survey works and other engineering works, hire project personnel required to undertake the LGU-Ormoc obligations under this MOA and other activities necessary or ancillary to site acquisition (e.g., research on property ownership, parcellary survey if not included in the deliverables of the IPA or GFI, consolidation of documents including TCTs and tax declarations, etc.);
 - h. Initiate the process of acquisition through sale, and/or other modes of acquisition of the affected lots and the improvements found thereon in accordance with the provisions of RA 10752;
 - i. Ensure that the affected lots are properly re-classified for purposes of the project;
 - j. Cause and undertake the transfer of the title of the properties acquired in the name of the DOTr;
 - k. Submit to the DOTr monthly report of cheque issued and report of disbursement certified correct by the Accountant, approved by the Official concerned and with proof of receipt of said reports by the Auditor concerned, including copies of paid disbursement vouchers, in connection with the implementation of the project;
 - l. Liquidate all funds transferred and received by it in accordance with existing laws and Commission on Audit rules and regulations.
 - m. Recommend to the DOTr for additional funding if necessary to acquire all the remaining lots and the lots needed for the diversion of road.
 - n. The responsibility to secure the necessary permits shall be made the responsibility of LGU-Ormoc and not of the DOTr.
- III. The DOTr and LGU-Ormoc shall perform their tasks in accordance with the provisions of this MOA.

IV. Deposit of Project Fund and Accounting Procedures

The DOTr shall deposit the cash/check that will be used for the Project to an account that the LGU-Ormoc shall assign solely for the implementation of the Project. The check shall be issued in the name of LGU-Ormoc for deposit to its trust account in its authorized government depositary bank. The LGU-Ormoc shall issue its official receipt in acknowledgment.

A copy of the Reports of Check Issued and Report of Disbursement shall be turned over to DOTr.

V. Termination and/or Rescission

The DOTr reserves the right to rescind, terminate, revoke the Agreement for a violation by LGU of its obligations. Any termination of this Agreement shall be without prejudice to rights and liabilities, which have accrued under this Agreement

the date of termination, or with respect to any antecedent breach of the terms hereof, prior to termination, or any amount owing or due under this Agreement.

The parties further agree that when the site/ right-of-way activity is not commenced by the LGU-Ormoc within sixty (60) days from actual receipt of the initial release of funds, this Agreement shall be considered of no force and effect and any funds shall revert to DOTr.

VI. Effectivity

This Memorandum of Agreement shall take effect upon signing/ approval of the parties hereto unless earlier terminated or rescinded.


IN WITNESS WHEREOF, the parties hereunto have set their hands on this _____ day of _____ at _____, Philippines.

DEPARTMENT OF TRANSPORTATION

CITY GOVERNMENT OF ORMOC


By:

By:


DANTE A. LULU
OIC-Assistant Secretary for Project Implementation

HON. RICHARD I. GOMEZ, M.B.A.
Provincial Mayor

Approved by:


CAPT. MANUEL ANTONIO L. TAMAYO
Undersecretary for Aviation and Airports

Signed in the presence of

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, for and in _____, this _____ day of _____, 2018, personally appeared the following:

Name	Government Identification	Date and Place of Issue
Dante A. Lulu	0341	
Richard I. Gomez		

Known to me to be the same persons who executed the foregoing instrument and having acknowledged to me that the same are their free act and deed as well as the free and voluntary act and deed on the entity they respectively represented.

This instrument consisting of five (5) pages including this page, which has been signed by the Parties together with their instrumental witnesses at the bottom of the instrument and on each every page thereof.

IN WITNESS WHEREOF, I have hereto affixed my signature and notarial seal on these presents at the place and on the date first above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2018 _____