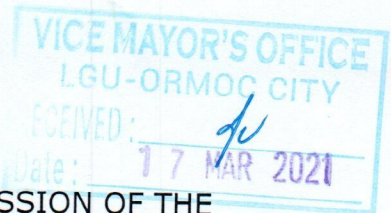
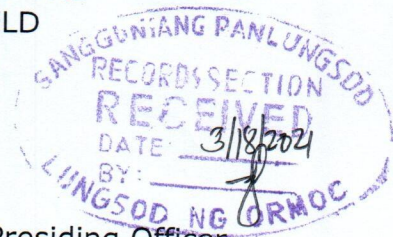


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 MARCH 16, 2021



PRESENT:

Leo Carmelo L. Locsin, Jr.
Benjamin S. Pongos, Jr.,
Roiland H. Villasencio,
Tomas R. Serafica,
Nolito M. Quilang,
Eusebio Gerardo S. Penserga,
Jasper M. Lucero,
Peter M. Rodriguez,
Vincent L. Rama,
Gregorio G. Yrastorza III,
Lalaine A. Marcos,
Esteban V. Laurente,

City Vice Mayor & Presiding Officer
SP Member, Majority Floor Leader
SP Member
SP Member
SP Member
SP Member
SP Member
SP Member
SP Member
SP Member
SP Member
SP Member

Joan Marbie C. Simbajon,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc
Ex-Officio SP Member, Chapter President,
Liga ng mga Barangay ng Ormoc
Ex-Officio SP Member, Chapter President,

RESOLUTION NO. 2021-070

A RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD J. GOMEZ/ OIC MAYOR/ ACTING MAYOR, FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC, TO RATIFY THE CITY CEMETERY LEASE CONTRACT, WITH THE EXCEPTION OF PART 2 OF PROVISION 10, ON THE PAYMENT OF ADMINISTRATIVE FINE IN CASE OF VIOLATION ON THE PROHIBITION ON THE SUBLEASE AND SALE OF CEMETERY NICHES, THEREBY SUPERSEDING SANGGUNIANG PANLUNGSOD (SP) RESOLUTION NO. 2016-156 DATED 21 DECEMBER 2016.

WHEREAS, the Fifteenth Sangguniang Panlungsod ng Ormoc was in receipt of an Endorsement Letter dated 19 February 2021 requesting for the passage of a resolution ratifying the City Cemetery Lease Contract, with the exception of part 2 of provision 10, on the payment of administrative fine in case of violation on the prohibition on subleasing and sale, a photocopy of the endorsement letter is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, in a communication dated 17 February 2021 from the City Legal Office it stated therein that provisions 1 to 9, and a portion of provision 10 are not contrary to law, morals, good customs, public policy, or public order, however pointed out that the part 2 of provision 10, on the payment of administrative fine for the sublease or sale of subject niche, has no legal basis as it is not mentioned in City Ordinance No. 168 dated October 20, 2011 entitled: "An Ordinance Revising and Updating the City Civil Registry Fees and Charges," and further opined that any contract violating the lease and/or sale of the niche shall only be considered null and void;

WHEREAS, a decent public burial place for constituents of the city is one of the principal needs of this City, and in order to avail of the said facility, a passage of a resolution ratifying the contract is deemed necessary and proper to facilitate the management and occupancy of niches in the Ormoc City Cemetery, a copy of the Cemetery Lease Contract is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, upon close and thorough review, this Sanggunian finds that the requested authority is beneficial to the City of Ormoc as it will facilitate and define the terms and conditions for the use and occupancy of niches in the Ormoc City Cemetery and is therefore, most deserving of the support and meritorious action of the august Body;

NOW THEREFORE, 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, Esteban V. Laurente, Lalaine A. Marcos, Jasper M. Lucero, Joan Marbie C. Simbajon and Vincent L. Rama; be it

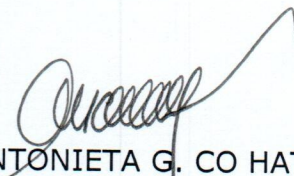
RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD I. GOMEZ/ OIC MAYOR/ ACTING MAYOR, FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC, TO RATIFY THE CITY CEMETERY LEASE CONTRACT, WITH THE EXCEPTION OF PART 2 OF PROVISION 10, ON THE PAYMENT OF ADMINISTRATIVE FINE IN CASE OF VIOLATION ON THE PROHIBITION ON THE SUBLEASE AND SALE OF CEMETERY NICHES, THEREBY SUPERSEDING SANGGUNIANG PANLUNGSOD (SP) RESOLUTION NO. 2016-156 DATED 21 DECEMBER 2016;

ADOPTED, March 16, 2021.


RESOLVED, FURTHER, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator; the City Legal Officer; the City Civil Registrar; the City Treasurer; the City Local Government Operations Officer-DILG; and all other offices concerned.

CARRIED UNANIMOUSLY.

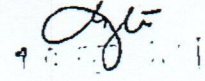
I HEREBY CERTIFY to the correctness of the above resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


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

"Annex A"



FEB 19 2021

Switzerland

For your appropriate action.

RICHARD I. GOMEZ, DPA
City Mayor

2 1021913570

CITY CEMETERY LEASE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between the **CITY GOVERNMENT of ORMOC**, represented by its City Mayor **HON. RICHARD I. GOMEZ**, of legal age, married, Filipino, and a resident of Ormoc City, hereinafter known as the LESSOR, and _____ heirs/nearest kin/relative of the deceased, of legal age, Filipino and a resident of Brgy. Salvacion, Ormoc City, Leyte, hereinafter known as the LESSEE.

1. That the LESSOR hereby leases to the LESSEE Niche No. _____ situated at the City Cemetery, Can-adieng, Ormoc City, Leyte, Philippines;
2. That the LESSEE entered into this undertaking in view of the interment of the deceased _____ who is the _____ of the LESSEE;
3. That in case of new interment and original occupancy, the LESSEE hereby agrees to pay the amount of Five Thousand (P5,000.00) Pesos to the LESSOR, thru the City Treasurer's Office upon order the City Civil Registrar, on or before the interment of the deceased;
4. That the said amount of Five Thousand (P5,000.00) Pesos represents the lease amount for five years from date of interment subject to the following terms and conditions to wit:
 - a. That upon the lapse of five years from the interment, the LESSEE is given the option to continue the terms of the contract upon payment of One Hundred (P100.00) Pesos as annual rental fee for each succeeding year, for five years.
 - b. That after the fifth year of occupancy, or at any period thereafter, the LESSEE may discontinue leasing the subject niche and the same is deemed available for lease by other party.
 - c. That the abovementioned vacant niche is available for lease, and any interested lessee may pay occupancy fee of Two Thousand Five Hundred (P2,500.00) Pesos which represents the 2nd entrant lease fee for Five years, and One Hundred (P100.00) Pesos thereafter as annual rental fee for the succeeding years, after the first five years, and so on and so forth.
5. That the succeeding rentals/fees shall upon order of the City Civil Registrar be paid by the LESSEE without need of demand to the Office of the City Treasurer or to his duly authorized representative;
6. That in case of default or non payment for three (3) consecutive years of P100.00 per year. After the fifth year of burial, the cemetery in-charge (caretaker) may recommend to the City Mayor, thru the City Civil Registrar, for the transfer of the remains of the deceased to the OSSUARY DEPOSITORY WITH OR WITHOUT THE CONSENT OF THE FAMILY/Relatives of the deceased: Provided, however, that the cemetery in-charge (caretaker) thru the City Civil Registrar, shall give notice in writing to the family or relatives of the deceased, on their last known address or thru a local radio broadcast of such transfer; provided, further, that such transfer shall only be made after three months of the notification or local radio broadcast referred to earlier;
7. That the succeeding rentals/fees shall upon order of the City Civil Registrar be paid by the LESSEE without need of demand to the Office of the City Treasurer or to his duly authorized representative;
8. The LESSEE shall not remove, construct or alter the original structure of the niche except upon the consent of the Lessor;

9. Should the LESSEE terminate the lease contract, for whatever reason attributable to the latter, he should immediately inform the LESSOR and the service fee of Five Hundred (P500.00) Pesos, be paid to the City Treasurer's Office;
10. The LESSEE is strictly prohibited from subleasing or selling his privilege on the leased premises, and any contract entered relative thereto is considered null and void.

IN WITNESS THEREOF, we have hereunto affixed our signatures this _____ day of _____, 20 _____, at Ormoc City, Leyte, Philippines.

City Government of Ormoc
Represented by:

HON. RICHARD I. GOMEZ
City Mayor/LESSOR

(LESSEE)

SIGNED IN THE PRESENCE OF:

1. _____ 2. _____

Republic of the Philippines)
CITY OF ORMOC) S.S.

Before Me, Notary Public, personally appeared Hon. RICHARD I. GOMEZ, with Driver's License No. N01-85-028343 issued on _____ at Ormoc City, Leyte and _____ with _____ known to me to be the same person who executed the foregoing and acknowledge to me that the same is their free voluntary act and deed.

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

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series No. _____

CITY CEMETERY LEASE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between the **CITY GOVERNMENT of ORMOC**, represented by its City Mayor **HON. RICHARD I. GOMEZ**, of legal age, married, Filipino, and a resident of Ormoc City, hereinafter known as the LESSOR, and _____ heirs/nearest kin/relative of the deceased, of legal age, Filipino and a resident of Brgy. Salvacion, Ormoc City, Leyte, hereinafter known as the LESSEE.

1. That the LESSOR hereby leases to the LESSEE Niche No. _____ situated at the City Cemetery, Can-adieng, Ormoc City, Leyte, Philippines;
2. That the LESSEE entered into this undertaking in view of the interment of the deceased _____ who is the _____ of the LESSEE;
3. That in case of new interment and original occupancy, the LESSEE hereby agrees to pay the amount of Five Thousand (P5,000.00) Pesos to the LESSOR, thru the City Treasurer's Office upon order the City Civil Registrar, on or before the interment of the deceased;
4. That the said amount of Five Thousand (P5,000.00) Pesos represents the lease amount for five years from date of interment subject to the following terms and conditions to wit;
 - a. That upon the lapse of five years from the interment, the LESSEE is given the option to continue the terms of the contract upon payment of One Hundred (P100.00) Pesos as annual rental fee for each succeeding year, for five years.
 - b. That after the fifth year of occupancy, or at any period the reat, the LESSEE may discontinue leasing the subject niche and the same is deemed available for lease by other party.
 - c. That the abovementioned vacant niche is available for lease, and any interested lessee may pay occupancy fee of Two Thousand Five Hundred (P2,500.00) Pesos which represents the 2nd entrant lease fee for Five years, and One Hundred (P100.00) Pesos thereafter as annual rental fee for the succeeding years, after the first five years, and so on and so forth.
5. That the succeeding rentals/fees shall upon order of the City Civil Registrar be paid by the LESSEE without need of demand to the Office of the City Treasurer or to his duly authorized representative;
6. That in case of default or none payment for three (3) consecutive years of P100.00 per year. After the fifth year of burial, the cemetery in-charge (caretaker) may recommend to the City Mayor, thru the City Civil Registrar, for the transfer of the remains of the deceased to the OSSUARY DEPOSITORY WITH OR WITHOUT THE CONSENT OF THE FAMILY/Relatives of the deceased: Provided, however, that the cemetery in-charge (caretaker) thru the City Civil Registrar, shall give notice in writing to the family or relatives of the deceased, on their last known address or thru a local radio broadcast of such transfer; provided, further, that such transfer shall only be made after three months of the notification or local radio broadcast referred to earlier;
7. That the succeeding rentals/fees shall upon order of the City Civil Registrar be paid by the LESSEE without need of demand to the Office of the City Treasurer or to his duly authorized representative;
8. The LESSEE shall not remove, construct or alter the original structure of the niche except upon the consent of the Lessor;

9. Should the LESSEE terminate the lease contract, for whatever reason attributable to the latter, he should immediately inform the LESSOR and the service fee of Five Hundred (P500.00) Pesos, be paid to the City Treasurer's Office;

10. The LESSEE is strictly prohibited from subleasing or selling his privilege on the leased premises, and any contract entered relative thereto is considered null and void and for the violation thereof, the LESSEE shall pay an administrative fine of P5,000.00. In case of non payment, he/she shall be disqualified from entering into a contract with the City Government of Ormoc and the existing contract shall be rescinded.

IN WITNESS THEREOF, we have hereunto affixed our signatures this _____ day of _____, 20 _____, at Ormoc City, Leyte, Philippines.

City Government of Ormoc
Represented by:

HON. RICHARD I. GOMEZ
City Mayor/LESSOR

(LESSEE)

SIGNED IN THE PRESENCE OF:

1. _____ 2. _____

Republic of the Philippines)
CITY OF ORMOC) S.S.

Before Me, Notary Public, personally appeared Hon. RICHARD I. GOMEZ, with Driver's License No. N01-85-028343 issued on _____ at Ormoc City, Leyte and _____ with _____ known to me to be the same person who executed the foregoing and acknowledge to me that the same is their free voluntary act and deed.

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

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series No. _____