

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,

Joan Marbie C. Simbajon,

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

Ex-Officio SP Member, Chapter President,
Liga ng mga Barangay ng Ormoc

Ex-Officio SP Member, Chapter President,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2021-071

**AN OMNIBUS RESOLUTION AUTHORIZING THE CITY
MAYOR RICHARD I. GOMEZ/ OIC MAYOR/ ACTING
MAYOR, FOR AND ON BEHALF OF THE LOCAL
GOVERNMENT UNIT OF ORMOC, TO SIGN THE CITY
CEMETERY LEASE CONTRACTS FOR THE USE OF
NICHES AT THE CITY CEMETERY WITH THE
EXCEPTION OF PART 2 OF PROVISION 10 THEREOF.**

WHEREAS, the Fifteenth Sangguniang Panlungsod ng Ormoc was in receipt of an Endorsement Letter dated 19 February 2021 requesting for the passage of an omnibus resolution, for the terms of the City Cemetery Lease Contract, with exception on part 2, provision 10, granting authority to the City Mayor or his representative to sign the said lease contract, in behalf of the City Government of Ormoc, a photocopy of the endorsement letter is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, Section 17 of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, mandates the local government units to exercise such other powers and discharge such other functions and responsibilities as are necessary, appropriate, or incidental to efficient and effective provisions of the basic services and facilities such as but not limited to x x x public cemetery;

WHEREAS, in the performance of such functions, the City Government of Ormoc explicitly intends to lease cemetery niches situated at the City Cemetery, Barangay Can-adieng, this City, to her residents;

WHEREAS, in order to avail of the said facility, a passage of this Resolution which authorizes the City Mayor to sign the contract of lease for the use of niches at the Ormoc City Cemetery is deemed necessary and proper to facilitate the management and occupancy of niches in the Ormoc City Cemetery, a photocopy of 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, Vincent L. Rama and Joan Marbie C. Simbajon; be it

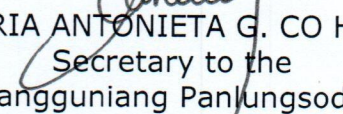
RESOLVED, AS IT IS HEREBY RESOLVED, to pass AN OMNIBUS RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD I. GOMEZ/ OIC MAYOR/ ACTING MAYOR, FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC, TO SIGN THE CITY CEMETERY LEASE CONTRACTS FOR THE USE OF NICHES AT THE CITY CEMETERY WITH THE EXCEPTION OF PART 2 OF PROVISION 10 THEREOF;

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



Republic of the Philippines
OFFICE OF THE CITY MAYOR
Ormoc City

Res. # 2021-071

"Annex A"

Aglo

FEB 19 2021

RECEIVED
SANGUNIANG PANLUNGSOD
FEB 19 2021

1st Endorsement

February 19, 2021

This is to respectfully request the Office of the Sangguniang Panlungsod, for issuance of a Resolution ratifying the herein 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.

Further, requesting for the issuance of an Omnibus Resolution, for the terms of the same contract, with exception on part 2, provision 10, granting authority to the City Mayor or his representative to sign lease contract for the City cemetery niches, in behalf of the City Government of Ormoc.

For your appropriate action.

RICHARD I. GOMEZ, DPA
City Mayor



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 WHEREOF, 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. _____

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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.
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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

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