

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 FEBRUARY 15, 2022

PRESENT:

Tomas R. Serafica,	(Temporary Presiding Officer)
Benjamin S. Pongos, Jr.,	SP Member, Presiding Officer "Pro-Tempore"
Roiland H. Villasencio,	SP Member, Majority Floor Leader
Nolito M. Quilang,	SP Member, 1 st Asst. Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member, 2 nd Asst. Majority Floor Leader
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,	SP Member
	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc

ON LEAVE:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc	

RESOLUTION NO. 2022-045

A RESOLUTION GRANTING OMNIBUS AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ, OR THE OIC/ ACTING CITY MAYOR OR HIS DULY-AUTHORIZED REPRESENTATIVE TO ENTER INTO AND SIGN, FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), CONTRACTS OF LEASE WITH THE LESSEE/S FOR THE LEASE OF SPECIFIC STALL/S OF THE ORMOC CITY SUPERDOME AND OTHER ADMINISTRATIVE CONTRACTS THERETO

WHEREAS, this august Body was in receipt of an Endorsement from the City Mayor's Office dated January 25, 2022, requesting for the issuance of a Resolution granting Omnibus Authority to Mr. Vincent Emnas, City Administrator, to enter into and sign the attached Contract of Lease between LGU-Ormoc and Mr. Jonathan S. Magan and other administrative contracts, including but not limited to Contracts of Lease, a copy of the Endorsement and Contract of Lease are attached as Annexes "A" and "B", respectively and made integral parts hereof;

WHEREAS, in a letter dated January 21, 2022, the City Legal Officer thru Atty. Maria Alyssa V. Rodriguez in conformity with Atty. Josephine A. Mejia-Romero, forwarded to the Office of the City Mayor the drafted Contract of Lease and refers the same for its approval. It recommends, further, that since under City Ordinance No. 064, series of 2017, otherwise known as the Ormoc City Superdome Ordinance, the City Administrator who approves the contracts of lease and other administrative contracts, a resolution giving omnibus authority to said Official be endorsed to the Sangguniang Panlungsod for the necessary authority to sign the said documents, a copy of the letter is hereto attached as Annex "C" and made an integral part hereof;

WHEREAS, as cited in the Contract of Lease, the Lessor as the owner of the Ormoc City Superdome agrees to lease-out a specific stall within the said building, to the Lessee;

WHEREAS, the term of lease is for three (3) years renewable on a yearly basis under such terms and conditions as may be agreed upon by the parties;

WHEREAS, the monthly rental of the leased premises is Six Thousand Six Hundred Philippine Pesos (Php6,600.00) for which the lessor shall issue official receipts;

WHEREAS, this Sanggunian, after thorough examination of the aforementioned request by the City Mayor, in addition to finding the rent on the Contract of Lease as just, fair and reasonable, more over 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, additionally, that the granting of omnibus authority for the Contracts of lease and other administrative contracts for stalls in the Ormoc City Superdome to the City Mayor or his duly-authorized representative is in accordance with law and ordinance and importantly, promotes the prompt and orderly easing of stalls in the Ormoc City Superdome, and thus 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 Peter M. Rodriguez, Lalaine A. Marcos, Eusebio Gerardo S. Penserga, Gregorio G. Yrastorza III, Nolito M. Quilang and Esteban V. Laurente; be it

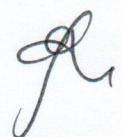
RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING OMNIBUS AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ, OR THE OIC/ACTING CITY MAYOR OR HIS DULY-AUTHORIZED REPRESENTATIVE TO ENTER INTO AND SIGN, FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), CONTRACTS OF LEASE WITH THE LESSEE/S FOR THE LEASE OF SPECIFIC STALL/S OF THE ORMOC CITY SUPERDOME AND OTHER ADMINISTRATIVE CONTRACTS THERETO;

ADOPTED, February 15, 2022.

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

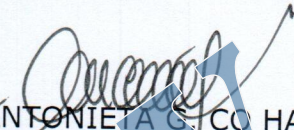
RESOLVED FINALLY, to furnish copies of this resolution one each to the City Mayor Richard I. Gomez; the City Administrator; the City Legal Officer; the City Treasurer; the Ormoc City Superdome; Mr. Jonathan S. Magan of Handle Refreshment Corner; the City Local Government Operations Officer-DILG; and other offices concerned;

CARRIED UNANIMOUSLY.




Res. No. 2022-045

I HEREBY CERTIFY to the correctness of the above resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


TOMAS R. SERAFICA
(Temporary Presiding Officer)
SP Member
Presiding Officer "Pro-Tempore"



Republic of the Philippines
OFFICE OF THE CITY MAYOR
Ormoc City

Res. # 2022 - 045
"Annex A"



26 JAN 2022

2nd Endorsement

January 25, 2022

This is to respectfully endorse to the Office of the Sangguniang Panlungsod, the herein request for an issuance of a Resolution granting Omnibus Authority to Mr. Vincent L. Emnas, City Administrator, to enter into and sign the attached contract of lease between LGU-Ormoc and Mr. Jonathan S. Magan and other administrative contracts, including but not limited to Contracts of Lease.

For your appropriate legislative action.

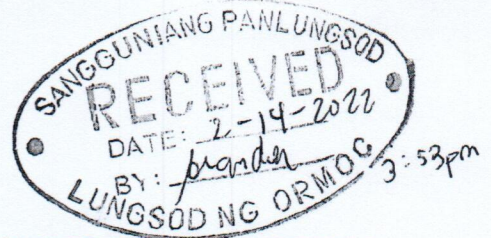
RICHARD I. GOMEZ, DPA
City Mayor

ORMOC CITY



2 2 0 1 2 5 1 5 3 9 8

CONTRACT OF LEASE



KNOW ALL MEN BY THESE PRESENT:

That this Contract of lease made and entered into by and between the CITY GOVERNMENT OF ORMOC, represented in this instance by its Honorable City Mayor, RICHARD I. GOMEZ of legal age, Married, Filipino and resident of Ormoc City, and hereinafter known as the LESSOR, And Handle Refreshment Corner, represented in this instance by its Owner/Proprietor Mr. Jonathan S. Magan, of legal age, Filipino, Married, And a resident of Ormoc City, hereinafter known as the LESSEE.

WITNESSETH THAT

1. The LESSEE, on renewal basis, leases unto the LESSOR stall no. 116 and with a total Floor Area of SIXTY SIX (66) sq. meters at the Ground Floor Left Wing of the Ormoc City Superdome for a term of one (1) year commencing on January 1, 2022 and end on December 31, 2022 and renewable thereafter on a yearly basis under such terms and conditions as may be agreed upon by the parties and consistent with Section 4 (d) of the Ormoc City Superdome Ordinance;
2. The Monthly rental of the stall in SIX THOUSAND SIX HUNDRED PESOS ONLY (P6,600.00) and the LESSEE shall pay one (1) month advance rental and two (2) months security deposit upon the signing of the lease contract
3. The LESSEE shall pay monthly rental directly to the office of the City Treasurer in advance within seven (7) days of the month payable without the need of any demand, and rentals not paid on due date shall earn an interest 3% per month until fully paid
4. Failure to pay monthly rental for the three (3) months will be a ground for ejectment without prejudice to the payment of the rentals due plus interest.
5. Renovation, improvement, installation of toilet fixtures, air conditioning, telephone, lights and other facilities at the stall is at the lessee's expense subject to the written recommending approval of the Manager of the Superdome and Approval of the City Administrator.
6. Any and all such construction, improvement or renovation introduced by the LESSEE therein which are permanent or fixed in nature which cannot be removed without damaging the corresponding area or portion of the leased premises shall from part of the property of the LESSOR at the end of the lease without any obligation to reimburse the LESSEE thereof for such construction, improvement or renovation.
7. The LESSEE shall not sell any alcoholic beverages and shall not allow the drinking of any alcoholic beverage in their leased area.
8. The leased Stall shall not be sub-leased or used as overnight sleeping quarters and no stalls, tables, or similar fixtures shall be allowed outside the leased premises.
9. Only electric appliances are allowed for cooking on the leased premises. The LESSEE shall pay or shoulder for its telephone, electric, cable TV, water, internet and other services and utilities during the duration of the lease;
10. In the event that stall leased is abandoned by the LESSEE before the expiration of the lease without justifiable cause, the CITY/LESSOR reserve the right to enter and re-let the same and collect and rental corresponding to the unexpired portion of the lease. For this purpose, absence, non-operation or failure to occupy the leased premises for a period of sixty (60) days from the commencement of the lease shall be considered as abandonment;

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved: _____
Dated by: _____
Not contrary to laws, public policy, moral

Amendments/Revisions

BY: Magan DATE: FEB 14 2022

11. The LESSOR reserves the right to terminate the lease contract for failure or refusal of the LESSEE to pay the rentals or for abandonment of the leased stall, or for violation of any of the terms and conditions of the lease contract by giving fifteen (15) days notice to the LESSEE;
12. The LESSEE shall immediately surrender and turn-over the possession of the leased stall in good condition upon expiration of the lease contract or termination of the lease contract within ten (10) days from the receipt of the notice without need of judicial or court order. The LESSEE shall also be liable for damages, which the LESSOR may suffer for failure to surrender the same;
13. The LESSEE shall surrender the stall in good condition upon expiration of the lease contract and shall be liable for damages, which the LESSOR may suffer for failure to surrender the same;
14. If whole or any part of the leased premises shall be destroyed or damaged by force majeure such as fire, flood, lighting, typhoon, earthquake, riot or any other unforeseen disabling cause of acts of God, as to render the leased premises during the term substantially unfit for use and occupation of the LESSEE, then lease contract may be terminated without compensation by the LESSOR or by the LESSEE by notice in writing to the other;
15. The LESSOR is not liable for damages/losses of the property/lies of LESSEE in his/her stall, or to third parties in connection with the operation of the stall, or on any fault or defect in installation used or by force majeure or any other similar cause;
16. The LESSEE undertakes to keep the leased premises in a sanitary and habitable condition as diligent father of a good family, devoting the same only to the purpose specified and agreed upon;
17. The LESSEE expressly undertakes to pay or settle taxes, fees, and charges due to local and national government. The LESSEE also obligates to secure the requisite BUSINESS PERMIT/S prior to its operation and every year thereafter, as well as all other local and national permits and licenses as my now or hereafter required by law, ordinance or subsequently necessary and indispensable in accordance with the nature of LESSEE's business establishment;
18. The LESSOR or his authorized representative shall have the right to enter the leased premises at any reasonable hour for regulatory purpose, or to examine the same, or to exhibit the leased premises to prospective LESSEE, or for any other lawful purposes which it may deem necessary. In this regard, the LESSEE shall ensure continuing and duly-certified compliance with all health, fire, safety, sanitation requirements under the existing laws, ordinance, and rules and regulations;
19. That after this lease contract has expired and if the LESSEE desires to continue the agreement, any extension and/or renewal of the lease contract shall be subject to a new agreement by both parties;

20. This contract of Lease shall be valid and binding between the parties, their successor-in-interest and assigns;

ORMOC CITY LEGAL OFFICE

21. In case of any dispute and in order to forestall lengthy and tedious court proceedings, the same shall be resolved first through a mandatory arbitration Law, which shall form a composite part of this contract;

22. The LESSEE shall comply faithfully the terms and conditions of the lease contract and Section #4 of Ormoc City Ordinance #64. Any violation thereof shall be ground for cancellation of the lease and entitles the LESSOR to padlock the leased premises and take possession of the same. In the event of any litigation that may arise pertaining to this contract, the PARTIES have hereunto agree that the venue thereof shall be the proper courts of Ormoc City to the exclusion of all others.

Not contrary to laws, public policy, moral.

/Amendments/Revisions

BY: Indyis DATE: FEB 14 2022

IN WITNESSS WHEREOF, I hereunto affix my signature this _____ day of _____, 2022, at Ormoc City, Philippines.

HANDLE REFRESHMENT CORNER

CITY GOVERNMENT OF ORMOC

By:

By:

JONATHAN S. MAGAN
Proprietor
Lessee

RICHARD I. GOMEZ
City Mayor
Lessor

SIGNED IN THE PRESENCE OF

1. _____

2. RAFAEL ANTONIO M. MUNOZ

Republic of the Philippines
CITY OF ORMOC) S. S

In the city of Ormoc, this _____ day of _____, 2022 personally appeared HON. RICHARD I. GOMEZ, with Tax Identification No. 104 - 743 - 485 and C.T.C No. _____, issued on _____, at Ormoc City, and Jonathan S. Magan with TIN No: _____ known to be the same persons who executed the foregoing instrument and acknowledge the same to be their own free voluntary act and deed. This Contract of Lease Consist of two(2) pages including the page on which this acknowledgement is written, each and every page of which having been signed by the parties and their witnesses on the left margin, and sealed with notarial seal.

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

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

Series of 2022

Notary public

ORMOC CITY LEGAL OFFICE

☒ Approved

☐ Separate Opinion

☐ Drafted by CLO

☐ Not contrary to laws, public
policy, moral.

☐ Amendments/Revisions

BY: [Signature] DATE: FEB 14 2022

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENT:


That this Contract of lease made and entered into by and between the CITY GOVERNMENT OF ORMOC, represented in this instance by its Honorable City Mayor, RICHARD I. GOMEZ of legal age, Married, Filipino and resident of Ormoc City, and hereinafter known as the LESSOR, And Handle Refreshment Corner, represented in this instance by its Owner/Proprietor Mr. Jonathan S. Magan, of legal age, Filipino, Married, And a resident of Ormoc City, hereinafter known as the LESSEE.

WITNESSETH THAT

1. The LESSEE leases unto the LESSOR stall no. 116 and with a total Floor Area of SIXTY SIX (66) sq. meters at the Ground Floor Left Wing Of the Ormoc City Superdome for a term of three (3) years commencing on January 1, 2022 and end on December 31, 2022 and renewable thereafter on a yearly basis under such terms and conditions as may be agreed upon by the parties;
2. The Monthly rental of the stall in SIX THOUSAND SIX HUNDRED PESOS ONLY (P6,600.00) and the LESSEE shall pay one (1) month advance rental and two (2) months security deposit upon the signing of the lease contract
3. The LESSEE shall pay monthly rental directly to the office of the City Treasurer in advance within seven (7) days of the month payable without the need of any demand, and rentals not paid on due date shall earn an interest 3% per month until fully paid
4. Failure to pay monthly rental for the three (3) months will be a ground for ejectment without prejudice to the payment of the rentals due plus interest.
5. Renovation, improvement, installation of toilet fixtures, air conditioning, telephone, lights and other facilities at the stall is at the lessee's expense subject to the written recommending approval of the Manager of the Superdome and Approval of the City Administrator.
6. Any and all such construction, improvement or renovation introduced by the LESSEE therein which are permanent or fixed in nature which cannot be removed without damaging the corresponding area or portion of the leased premises shall from part of the property of the LESSOR at the end of the lease without any obligation to reimburse the LESSEE thereof for such construction, improvement or renovation.
7. The LESSEE shall not sell any alcoholic beverages and shall not allow the drinking of any alcoholic beverage in their leased area.
8. The leased Stall shall not be sub-leased or used as overnight sleeping quarters and no stalls, tables, or similar fixtures shall be allowed outside the leased premises.
9. Only electric appliances are allowed for cooking on the leased premises. The LESSEE shall pay or shoulder for its telephone, electric, cable TV, water, internet and other services and utilities during the duration of the lease;
10. In the event that stall leased is abandoned by the LESSEE before the expiration of the lease without justifiable cause, the CITY/LESSOR reserve the right to enter and re-let the same and collect and rental corresponding to the unexpired portion of the lease. For this purpose, absence, non- operation or failure to occupy the leased premises for a period of sixty (60) days from the commencement of the lease shall be considered as abandonment;



11. The LESSOR reserves the right to terminate the lease contract for failure or refusal of the LESSEE to pay the rentals or for abandonment of the leased stall, or for violation of any of the terms and conditions of the lease contract by giving fifteen (15) days notice to the LESSEE;
12. The LESSEE shall immediately surrender and turn-over the possession of the leased stall in good condition upon expiration of the lease contract or termination of the lease contract within ten (10) days from the receipt of the notice without need of judicial or court order. The LESSEE shall also be liable for damages, which the LESSOR may suffer for failure to surrender the same;
13. The LESSEE shall surrender the stall in good condition upon expiration of the lease contract and shall be liable for damages, which the LESSOR may suffer for failure to surrender the same;
14. If whole or any part of the leased premises shall be destroyed or damaged by force majeure such as fire, flood, lighting, typhoon, earthquake, riot or any other unforeseen disabling cause of acts of God, as to render the leased premises during the term substantially unfit for use and occupation of the LESSEE, then lease contract may be terminated without compensation by the LESSOR or by the LESSEE by notice in writing to the other;
15. The LESSOR is not liable for damages/losses of the property/losses of LESSEE in his/her stall, or to third parties in connection with the operation of the stall, or on any fault or defect in installation used or by force majeure or any other similar cause;
16. The LESSEE undertakes to keep the leased premises in a sanitary and habitable condition as diligent father of a good family, devoting the same only to the purpose specified and agreed upon;
17. The LESSEE expressly undertakes to pay or settle taxes, fees, and charges due to local and national government. The LESSEE also obligates to secure the requisite BUSINESS PERMIT/S prior to its operation and every year thereafter, as well as all other local and national permits and licenses as may now or hereafter required by law, ordinance or subsequently necessary and indispensable in accordance with the nature of LESSEE's business establishment;
18. The LESSOR or his authorized representative shall have the right to enter the leased premises at any reasonable hour for regulatory purpose, or to examine the same, or to exhibit the leased premises to prospective LESSEE, or for any other lawful purposes which it may deem necessary. In this regard, the LESSEE shall ensure continuing and duly-certified compliance with all health, fire, safety, sanitation requirements under the existing laws, ordinance, and rules and regulations;
19. That after this lease contract has expired and if the LESSEE desires to continue the agreement, any extension and/or renewal of the lease contract shall be subject to a new agreement by both parties;
20. This contract of Lease shall be valid and binding between the parties, their successor-in-interest and assigns;
21. In case of any dispute and in order to forestall lengthy and tedious court proceedings, the same shall be resolved first through a mandatory arbitration Law, which shall form a composite part of this contract;
22. The LESSEE shall comply faithfully the terms and conditions of the lease contract and Section #4 of Ormoc City Ordinance #64. Any violation thereof shall be ground for cancellation of the lease and entitles the LESSOR to padlock the leased premises and take possession of the same. In the event of any litigation that may arise pertaining to this contract, the PARTIES have hereunto agree that the venue thereof shall be the proper courts of Ormoc City to the exclusion of all others.



IN WITNESS WHEREOF, I hereunto affix my signature this _____ day of _____, 2022, at Ormoc City, Philippines.

HANDLE REFRESHMENT CORNER

CITY GOVERNMENT OF ORMOC

By:

By:

JONATHAN S. MAGAN
Proprietor
Lessee

VINCENT L. EMNAS
City Administrator
Lessor

SIGNED IN THE PRESENCE OF

1. _____

2. RAFAEL ANTONIO M. MUNOZ

Republic of the Philippines
CITY OF ORMOC) S. S

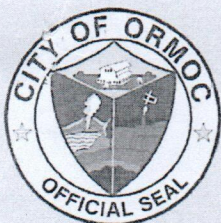
In the city of Ormoc, this _____ day of _____, 2022 personally appeared HON. RICHARD I. GOMEZ, with Tax Identification No. 104 - 743 - 485 and C.T.C. No. _____, issued on _____, at Ormoc City, and Jonathan S. Magan with TIN No: _____ known to be the same persons who executed the foregoing instrument and acknowledge the same to be their own free voluntary act and deed. This Contract of Lease Consist of two(2) pages including the page on which this acknowledgement is written, each and every page of which having been signed by the parties and their witnesses on the left margin, and sealed with notarial seal.

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

Doc. No. _____
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Series of 2022

Notary public

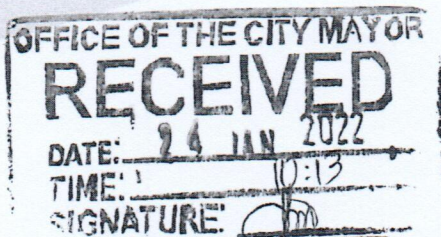




"Annex C"

City Legal Office

2nd Floor New Ormoc City Hall
Aunubing St., Cogon, Ormoc City
(053) 255 2054 / 560 8050 loc. 1017



January 21, 2022

HON. RICHARD I. GOMEZ, DPA
City Mayor

**THRU: MA. VICTORIA LYRA P. DELA CERNA/
RAFAEL ANTONIO M. MUNOZ**

**Re: Request for Review of Contract of Lease between the LCU of Ormoc City
and the Mr. Jonathan S. Magan**

Dear Mayor Gomez:

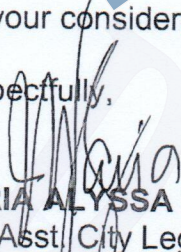
In response to your request for review of the Contract of Lease between the Local Government Unit of Ormoc City with Mr. Jonathan S. Magan for the lease of a Stall N. 116 of the Ormoc City Superdome, this Office finds the terms therein as consistent with laws, rules, morals, good customs, public order, and public policy. However, our office has edited/added certain provisions in order to further safeguard the interests of the City. Kindly see herein attached the edited Contract of Lease.

Moreover, it should be noted that under the Ormoc City Superdome Ordinance (Ordinance No. 64, Series of 2017), all activities that will be undertaken at the Superdome shall be approved by the City Administrator and if a contract shall be entered into then the same should be subject to the approval of the Sangguniang Panlungsod. With that, for efficiency in transactions regarding Superdome, this office further recommends that a **Resolution** from the Sangguniang Panlungsod be passed granting an Omnibus Authority to Sign to the City Administrator for administrative contracts, including but not limited to Contracts of Lease.

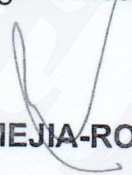
This comment is rendered without prejudice to contrary opinion from competent authorities and/or ruling of proper body and/or court and/ or supervening event(s) or circumstances.

For your consideration.

Respectfully,


MARIA ALYSSA V. RODRIGUEZ
OIC-Asst. City Legal Officer

With conformity:


JOSEPHINE A. MEJIA-ROMERO
City Legal Officer

