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Compliance with Section 1 on the Composition of the Market Committee under City Ordinance No. 43-08-2022 titled "An Ordinance Amending Sections 17, 22, 23, and 26, Chapter IV, and Sections 2.3 and 2.5 of the Contract of Lease of City Ordinance No. 23-2008, otherwise known as the Amended Tuguegarao City Market Code of 2008," particularly the provision on the two other members from the Sangguniang Panlungsod to be elected in plenary by the City Council.

Republic of the Philippines
PROVINCE OF CAGAYAN
City of Tuguegarao

EIGHTH CITY COUNCIL

EXCERPTS FROM THE MINUTES OF THE 140th REGULAR SESSION
OF THE EIGHTH CITY COUNCIL OF TUGUEGARAO CITY, CAGAYAN
HELD ON JUNE 07, 2022, TUESDAY, IN LIEU OF JUNE 06, 2022, MONDAY, 9:00 A.M.,
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL

PRESENT:

Hon. Bienvenido C. De Guzman II	City Vice Mayor/Presiding Officer
Hon. Maila Rosario T. Que	Sangguniang Panlungsod Member
Hon. Imogen Claire M. Callangan	-do-
Hon. Gilbert S. Labang	-do-
Hon. Ronaldo S. Ortiz	-do-
Hon. Arnel T. Arugay	-do-
Hon. Mary Marjorie P. Martin-Chan	Sangguniang Panlungsod Member (via Teleconferencing)
Hon. Winnoco R. Abraham	Sangguniang Panlungsod Member
Hon. Grace B. Arago	Sangguniang Panlungsod Member (via Teleconferencing)
Hon. Raymund P. Guzman	Sangguniang Panlungsod Member
Hon. Karina S. Gauani	Sangguniang Panlungsod Member (via Teleconferencing)
Hon. Calixto S. Melad	Sangguniang Panlungsod Member
Hon. Gil G. Pagulayan	Ex Officio Member
Hon. Karen L. Taguinod	-do-

ABSENT:

Hon. Danilo L. Baccay	Sangguniang Panlungsod Member (on Sick Leave)

CITY ORDINANCE NO. 43-08-2022

AN ORDINANCE AMENDING SECTIONS 17, 22, 23 AND 26, CHAPTER IV AND SECTIONS 2.3 AND 2.5 OF THE CONTRACT OF LEASE OF CITY ORDINANCE NO. 23-2018, OTHERWISE KNOWN AS THE "AMENDED TUGUEGARAO CITY MARKET CODE OF 2005"

Sponsors: **Hon. Bienvenido C. De Guzman II**
Hon. Winnoco R. Abraham

WHEREAS, on March 21, 2005, the Sangguniang Panlungsod approved Resolution No. 054-2005 titled *"A Resolution Enacting Ordinance No. 01-2005 – An Ordinance Adopting the Tuguegarao City Public Market Code of 2005;"*

WHEREAS, there is a need to clear inconsistencies in the provisions of the Tuguegarao City Market Code of 2005 as Amended, particularly in the composition of the MARKET COMMITTEE.

NOW, THEREFORE, for and in consideration of the foregoing, the following is hereby enacted, to wit:

Section 1. First Paragraph of Section 17, Chapter IV on Awarding of Stalls is hereby amended to read as follows:

There is hereby created a permanent MARKET COMMITTEE to be composed of the following:

Chair	:	City Administrator
Vice Chair	:	Chair, Committee on Agriculture and Food, Market and Livestock Auction Center
Members	:	- Chair, Committee on Ways and Means - City Treasurer - Market Administrator

- President, Market Vendors Association for Tuguegarao City Public Market (Don Domingo)
- President, Multi-Purpose Cooperative for Tuguegarao City Commercial Center
- Two other members from the Sangguniang Panlungsod to be voted upon in plenary by the City Council

Section 17 (2) shall read: Certify to the City Mayor the result thereof for the award of the stalls.

Section 17 (5) shall read: the Chairman is not allowed to vote, except to break a tie in case when there is a votation on any matter to be decided by the Tuguegarao City Market Committee.

Section 2. Section 26, Paragraph (a) of Chapter IV is hereby amended to read as follows:

a. Lease Period – The contract of lease for stalls shall be for a period of five (5) years renewable upon its expiration upon mutual consent of the Lessor (City Government) and the Lessee, unless revoked in accordance with the provisions of this ordinance.

Section 3. Section 2.3 of the Contract of Lease is hereby amended to read as follows:

The term of this Contract of Lease shall be for a period of five (5) years commencing from the date of the Award of the stall to the Lessee, renewable upon mutual consent of the Lessor (City Government) and the Lessee, within thirty (30) days before the expiry date of the Contract of Lease.

Section 4. Section 2.5 of the Contract of Lease is hereby amended to read as follows:

The Lessee is hereby strictly prohibited from sub-leasing, selling, conveying or transferring the rights to the stall under the Contract of Lease to any person, except when the Lessee (who is a natural person) is already physically incapacitated or has suffered business reversals, or has died, then the Lessee may be substituted in the Contract of Lease by his/her next of kin within the third civil degree of consanguinity, provided, that the Contract of Lease is still in force and effect and the next of kin is qualified.

Section 22. LEASE RIGHTS (GOODWILL MONEY) Goodwill money shall be determined by the Market Committee and Approved by the City Council. Goodwill money shall be collected once from the winning applicant either in Cash or Manager's check to be paid to the City Treasurer's Office from Notice of Award.

Section 23. FORFEITURE OF RIGHT. Failure to occupy the awarded stall within sixty (60) days after the drawing of lots shall mean forfeiture of the right to the stall. Likewise failure to pay in Cash or Manager's check the amount of Lease Rights within fifteen (15) days before signing of Lease Contract shall mean forfeiture of the same.

Section 5. Separability Clause. If any part or provision of this ordinance shall be held to be unconstitutional or invalid, other parts or provisions hereof which are not affected thereby shall remain in full force and effect.

Section 6. Repealing Clause. All ordinances and administrative regulations or part/s thereof which are inconsistent with this ordinance are hereby repealed, amended or modified accordingly.

Section 7. Effectivity. This ordinance shall take effect immediately upon its approval.

x-x-x

I HEREBY CERTIFY TO THE CORRECTNESS OF THE FOREGOING:

JOEL JOSEPH L. EGIPTO, Ph.D.
Secretary to the Sanggunian

ATTESTED:

HON. BIENVENIDO C. DE GUZMAN II
City Vice Mayor/Presiding Officer
Date: 06/09/22

APPROVED:

HON. ATTY. JEFFERSON P. SORIANO
City Mayor
Date: 6·10·22

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