



Republic of the Philippines  
Province of Bohol  
MUNICIPALITY OF LOON

## OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 90<sup>TH</sup> REGULAR SESSION OF THE 15<sup>TH</sup> SANGGUNIANG BAYAN OF LOON, PROVINCE OF BOHOL HELD ON THE 14<sup>TH</sup> DAY OF MAY 2024 AT JUAN M. RELAMPAGOS SESSION HALL, LOON, BOHOL -

### PRESENT:

Hon. Lloyd Peter M. Lopez, M.D.	Vice Mayor, Presiding Officer
Hon. Ana Lisa O. Go	SB Member
Hon. Emerson S. Relampagos	SB Member
Hon. Pedro M. Literatus, Jr.	SB Member
Hon. Willou C. Tan	SB Member
Hon. Timoteo L. Legitimas	SB Member
Hon. Marie Hazel R. Saavedra	SB Member
Hon. Jeanette M. Vidal	SB Member
Hon. Judy Marie H. Veloso	SB Member
Hon. Noel Y. Laniba	LnB President, Ex-Officio Member
Hon. Mariel L. Juntilla	SKMF Vice President, Ex-Officio Member

### ABSENT:

NONE

### MUNICIPAL ORDINANCE NO. 24-003 Series of 2024

AN ORDINANCE REGULATING THE OPERATION AND MANAGEMENT OF LOON TOWN SQUARE, OTHERWISE KNOWN AS THE LTS ORDINANCE IN THE MUNICIPALITY OF LOON, PROVINCE OF BOHOLAS AMENDED

*Be it ordained by the 15<sup>th</sup> Sangguniang Bayan of Loon in session duly assembled:*

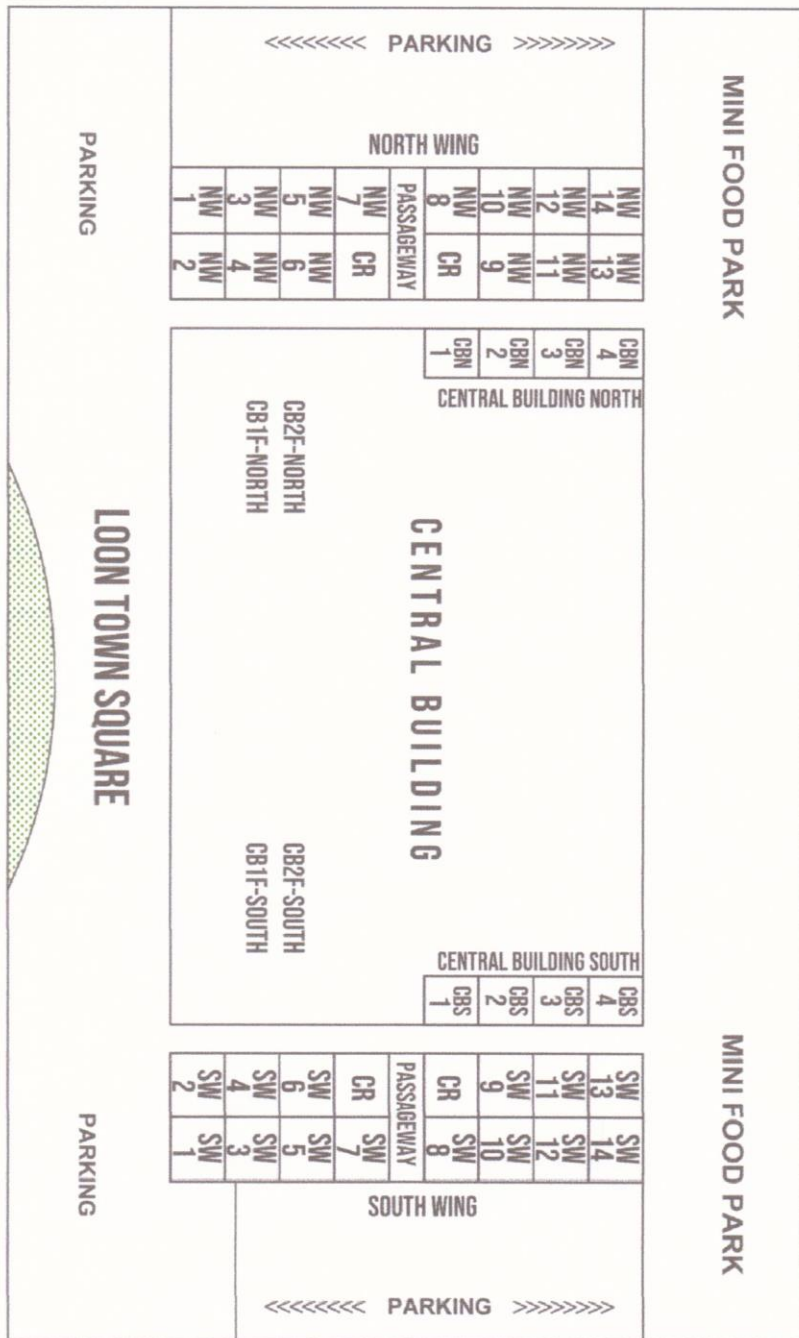
### SECTION 1. LOON TOWN SQUARE.

There shall be established a commercial and business activity center named "Loon Town Square" otherwise known as LTS at the site of the old Loon Public Market in Moto Norte, Loon, Bohol which shall be divided into the following sections as reflected on the floor plan below:

<< NORTH

NATIONAL HIGHWAY

SOUTH >>



**SECTION 2. SECTIONING.**

1. South Wing (SW) Building with stalls designated as SW-1, SW-2, SW-3, SW-4, SW-5, SW-6, SW-7, SW-8, SW-9, SW-10, SW-11, SW-12, SW-13 & SW-14 and North Wing (NW) Buildings with stalls designated as NW-1, NW -2, NW -3, NW -4, NW -5, NW -6, NW -7, NW -8, NW -9, NW -10, NW -11, NW -12, NW -13 &NW -14, consisting of 14 leasable stalls of equal size and shape in each wing, as depicted in the floor plan under Section.1, shall be leased to any qualified business enterprises who posted the highest bid. However, the Loon Products Display Center and the accredited Loon Federated Senior Citizen's Association of the Philippines Pharmacy, each shall automatically be assigned a stall, without the need to undergo the bidding process, as provided in Section 5.1 and 5.2, respectively.
2. LTS Food Park. A food park shall be established on the entire area at the back of the Loon Town Square building, between Garcia Street on the north and V. Mesina Street on the south.
3. Central Building. The central building shall be leased to the following:
  - 3.1) Multipurpose Center. (Basketball Court)
    - a. General Use of Activity Center. The Activity Center of the Loon Town Square shall have a per hour rental as follows:
      - i. For the first 5 hours night time – P4,000.00 (flat rate)
      - ii. For the first 5 hours day time – P 3,000.00 (flat rate)
      - iii. Succeeding hours night time – P 500.00 per hour
      - iv. Succeeding hours day time – P 300.00 per hour
      - v. Hourly rate day time – P 700.00 per hour
      - vi. Hourly rate night time – P 900.00 per hour
    - vii. Pre-Event Venue Preparation is free of charge for maximum of 8 hours at daytime without the use of electricity, for one time only for client with paid booking, subject to the availability of the facility's schedule. However, the use of the electricity shall be charged with the following rates:
      - a) With the Lights/sounds – P100.00 per hour
      - b) Lights/sounds and fan – P 200.00 per hour
    - viii. Succeeding Pre-Event Venue Preparation for the same client with paid booking is free of charge for a maximum of 3 hours at daytime without the use of electricity. However, charge shall be imposed per hour with the use of electricity, according to the following rates:
      - a) Lights/sounds – P100.00 per hour
      - b) Lights/sounds and fan – P 200.00 per hour
    - ix. Pre-Event Venue Preparation Decoration night time :
      - a. With the use of Fan – P 200 per hour
      - b. Without the use of Fan – P 100 per hour
    - x. Blocking/Practice night time:
      - a) With the use of Fan – P 250.00 per hour
      - b) Without the use of Fan – P 200.00 per hour



b. Sports Activity using the court of the Activity Center shall have a per hour rental as follows:

- i. For the first 5 hours night time – P 2,000.00 (flat rate)
- ii. For the first 5 hours day time – P 1,250.00 (flat rate)
- iii. Succeeding hours night time – P 200.00perhour
- iv. Succeeding hours day time – P100.00perhour
- v. Hourly night time – P 600.00 per hour
- vi. Hourly day time – P 400.00 per hour

c. Exclusively for Government initiated activity/event:

- i. Daytime – P 150.00 per hour
- ii. Night time – P 200.00 per hour
- iii. Sports Tournament – free of charge for first 2 hours, P150.00 pesos per hour for day time use, P200.00 per hour for night time for succeeding hours

d. Events initiated by and/or in partnership with LGU-Loon– free of charge

### 3.2 Central Building Ground Floor

- 3.2.a.) Front North, designated as CB1F-North (1 stall only)
- 3.2.b.) Front South, designated as CB1F-South (1 stall only)
- 3.2.c.) North Stalls, designated as CBN-1,2,3& 4 (4 stalls only)
- 3.2.d.) South Stalls, designated as CBS-1,2,3& 4 (4 stalls only)

### 3.3 Central Building Second Floor

- 3.3.a.) North Stall, designated as CB2F-North (1 stall only)
- 3.3.b.) South Stall, designated as CB2F-South (1 stall only)

### 3.4 Central Building Third Floor

The mini-hotel or accommodation facilities on this floor shall not be subject of any lease agreement.

### 3.5 Central Building & Mini- Food Park – for the Food/Novelty/Multi-services Carts

All the stalls at the Multi-purpose Center within the Central Building and at the Mini Food Park are leasable to any qualified business enterprises who are deemed eligible and who posted the highest bid. However, the CBS-2 and CBS-3 of the Central Building allotted to the Market Administrative Office and CBS-4 allotted for the Generator Set, shall not be subject of any lease agreement.



**SECTION 3. STARTING BID AND RENTAL RATE.** The Starting Bid Amount on the Right to Occupy and Rental Rate shall be based as follows:

BLOCK	SECTION	RIGHT TO OCCUPY STARTING BID	FIXED DAILY RENTAL / SQUARE METER	AREA/SQ.M
SW - 1 to 14 except 9 & 11	South Wing	P 80, 000.00 8 years	P12.00/sq. meter	16 square meters /block
NW- 1 to14	North Wing	P 80, 000.00 8 years	P12.00/sq. meter	16 square meters/block
CB1F (North Side) CB1F (South Side)	Central Building Ground Floor	P 300, 000.00 8 years	P 4.00/sq. meter	121 square meters/block
CBN – 1, 2, 3, & 4 CBS – 1, 2, 3, & 4	North South	P 40, 000.00 P 40, 000.00 8 years	P12.00/ sq. meter P12.00/ sq. meter	8 square meters/block
CB2F - North CB2F - South	Central Building Second Floor	P 100,000.00 8 years	P 4.00/sq. meter	92 sq. m/block
Food/Novelty/Multi-services Cart	Central Building	P 3,000.00 4 years	P 12.00/sq. meter	maximum of 6 sq. m and Maximum of 2 carts per lessee

**SECTION 4. FREE OF CHARGE.** The Tourism Center, Geo Park Center, and other government centers shall be exempted from payment of the right to occupy and rental fee. The specific location and size of the above-stated centers shall be subject to the recommendation of the Market Council and approval of the Sangguniang Bayan.

**SECTION 5. SPECIAL RATES.** There shall be a special rate for Accredited Loon Federated Senior Citizen's Association of the Philippines Pharmacy and Loon Products Display Center:

- 5.1) Stall (inner row) – SW-11– shall be occupied by the Loon Products Display Center which shall be exempted from payment of the right to occupy but shall be charged the corresponding daily rental rate by cash tickets.
- 5.2) Stall (inner row) SW-9–shall be occupied by the Accredited Loon Federated Senior Citizen's Association of the Philippines Pharmacy which shall be subject to the mandatory payment of 50% of the right to occupy starting bid amount and payment of the corresponding daily rental rate.
- 5.3) The Loon Market Council shall recommend the Civil Society Organizations of the Municipality of Loon who shall be authorized to occupy and operate at Stall inner row SW-11 and other stalls, if applicable, on a first-come-first-served basis, to the Sangguniang Bayan which shall formulate a set of specific criteria on screening or selection process and qualification as basis for approval.

The compliance on this provision shall be monitored by the Market Council through the Market Administrator.



## SECTION 6. THE RIGHT-TO-OCCUPY.

### 6.1 VALIDITY

- a) The validity of the right-to-occupy shall be eight (8) years for all stalls except for food carts/novelty carts/ service carts which shall be four (4) years from the signing of the lease contract.
- b) For renewal of the lease contract, the lessee shall be required to pay the amount of the previous "winning" bid plus additional of 10% as renewal fee.
- c) Six (6) months prior to the expiry date of the lease contract, a written notice shall be sent to the lessee informing the expiry date of the said contract.
- d) Waiver of the preemptive right-to-occupy by the lessee shall mean declaration of "no interest" on that specific stall. Hence the unit shall be subject for bidding. However, the said lessee is disqualified to bid on the same stall.

### 6.2 PAYMENT

The winning bidder of the right-to-occupy shall be required to pay in full before the signing of the lease contract which shall not be later than 3days from the date of the declaration of the winning bidder. In case of default or non-payment of the right-to-occupy, the same stall or block shall be subject for rebidding.

### 6.3. REFUND SCHEME OF THE RIGHT-TO-OCCUPY

- a. If the stall occupant decides to stop business operation or revoked by default within the first Six (6) months period, the winning bid amount shall be refunded according to the following scheme:
  - i. Period of 0 to 2 months – 75% refundable of the winning bid
  - ii. Period of 3 to 4 months – 50% refundable of the winning bid
  - iii. Period of 5 to 6 months – 25% refundable of the winning bid
- b. However, beyond 6 months of the contract of lease, the right-to-occupy shall not be refundable.
- c. The right-to-occupy for food carts/novelty carts shall be non-refundable.
- d. Reckoning date of refund of the RTO is based on the date of the signing of contract.

### 6.4. OBLIGATION OF THE LESSEE

Should the lessee decide to terminate his contract and refuse to restore to the original structure of the stall, the cost of reconstruction shall be deducted from the Right to Occupy fund, or shall be charged to the account of the lessee whichever is applicable.

**SECTION 7. PAYMENT OF MONTHLY SPACE RENTAL.** The payment of the space rental for all occupants shall be collected monthly. However, upon default of payment, a penalty of 5% shall be added to the monthly rental. Delinquency for a period of 3 consecutive months shall mean cancellation or revocation of the lease contract.

**SECTION 8. PAYMENT OF BILLS.** The payment of bill for utilities such as water, power and telephone/ internet shall be for the account of the lessee.

**SECTION 9. SUB-LEASING/DUMMY.** Sub-leasing or dummy leasing shall be prohibited. Violation of this particular section shall mean cancellation or revocation of the lease contract.



**SECTION 10. CAUSES OF VACANCY.** A vacancy or vacancies of block, stall or spaces in the LTS shall exist whenever any of the following will occur, viz:

- a) New Block/s or Space/s – A new commercial building is constructed and a new block, stall or space is created.
- b) Death of a block/Stall/Space holder – The death of a bonafide block/stall/space holder shall not terminate the right of the deceased to occupy and use the block, stall or space. It becomes vacant only when the legal heirs, up to the third degree of consanguinity or affinity, voluntarily waives or refuses to succeed and take over the block, stall or space vacated, or refuses to assume any obligations left unsettled by the deceased from the municipality in accordance with provisions of this ordinance and other related commercial building rules and regulations.
- c) Non-payment – Failure to pay the rental fee for 3 consecutive months shall cause the automatic cancellation of the contract of lease.
- d) Expiration of the Lease Contract without renewal.
- e) Discontinuance before expiration – Should for any reason, a stall holder or lessee, discontinue or be required to discontinue his business before the expiration of the lease contract, such stall shall be considered vacant and its occupancy thereafter shall be disposed of in the manner prescribed herein.
- f) Cancellation due to sub-lease or dummy – In any case where the person, registered to be the holder or lessee of a stall, booth, or booths, block tienda in the LTS is found to be in reality not the person who is actually occupying said stall or stalls, booth or block tienda, the lease of such stall or stalls shall be cancelled if upon investigation such stall holder is found to have sub-leased his or her stall or stalls, booth or block tienda to another person, or to have connived with another person so that the latter may be able to occupy the said stall or stalls, booth or block tienda.
- g) Intentional Violation – Any intentional or unjustified violation to any of the provisions of the LTS ordinance, Revised Revenue Code or any pertinent ordinance where the penalty includes automatic cancellation or revocation of the lease contract.

*(Municipal Ordinance No. 07-005, series of 2007)*

**SECTION 11. PARKING RULES.**

**1. PARKING AREA.**

The designated parking areas at the ground floor shall be the open spaces fronting the outer rows of the South Wing and North Wing buildings, and at the Basement.

**2. PARKING FEE.**

**2.1) Basement Parking**

Parking fee at the basement in the Loon Town Square shall be free within the first two hours upon the arrival of the vehicle. However, a fee of twenty pesos (P20.00) per hour on the succeeding hours shall be imposed.

**2.2) Ground Floor Parking**

The parking fee shall be:

- a. Tricycle – Five Pesos (P5.00) per day
- b. Jeepney – Ten Pesos (P10.00) per day
- c. Bus – Ten Pesos (P10.00) per day
- d. Van/Taxi – Ten Pesos (P10.00) per parking for 2 hours
- e. Cargo/Delivery Truck – Twenty Pesos (P20.00) for 4-wheeler; Thirty Pesos (P30.00) for 6-wheeler; Fifty Pesos (P50.00) for 10-wheeler per parking for 2 hours



3. EXEMPTION.

The following are exempted from payment of the parking fee:

- i. Registered stall owner – limited to one (1) vehicle only for free parking.

A parking fee of Ten Pesos (P10.00) per day for excess vehicle shall be imposed.

- ii. Private vehicle of Customer/Client
  - a. With proof of purchase or transaction
  - b. Without proof of purchase or transaction for the first sixty (60) minutes. However, a parking fee of ten pesos (P10.00) per hour for four wheel vehicle and five pesos (P5.00) per day for motorcycle/tricycle after the first sixty (60) minutes shall be collected from the customer who has no proof of purchase or transaction

- iii. Registered Government Vehicle

**SECTION 12. COMFORT ROOM USAGE FEE.** There shall be imposed a usage fee of Five Pesos (P5.00) for the use of the comfort room/s at the Loon Town Square. The following are exempted from payment thereof:

- a) Persons with Disability (PWDs)
- b) Senior Citizens
- c) Pregnant women
- d) Registered stall occupants with prescribed I.D.
- e) Customers/Clients with proof of purchase or transaction
- f) Driver of vehicle-for-hire and Government vehicle
- g) LTS Workers/Employees/MUTRE
- h) Clients using/renting the activity center

**SECTION 13. BUSINESS HOURS.** Loon Town Square (LTS) shall be open from four o'clock in the morning (4:00 am) until eleven o'clock (11:00 pm) in the evening, except for 24-hour service shops/ pharmacy and others duly allowed by the Sangguniang Bayan.

**SECTION 14. ADMINISTRATION OFFICE.** The office of the market administrator, employee, ticket collectors, MUTRE, security personnel and other utility workers shall be established within the central building duly-designated by the Municipal Mayor as the chairman of the Loon Market Council.

**SECTION 15. PENAL CLAUSE.** Any violation to any provision of this ordinance shall be fined as follows:

VIOLATION	PROVISION	PENALTY
a). Violation of Sections 2.1, 2 and 3 (2-6)	sectioning of business establishments	cancellation of the right to occupy
b). Violation of Section 2.3 (1)	in the use of LTS Activity Center	penalty of Three Hundred Pesos (P300.00) per violation upon the user and disciplinary sanction upon the caretaker of the Activity Center
c). Violation of Section 3	the right to occupy	no award shall be declared or forfeiture of the award, or automatic cancellation of the right





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d). Violation of Sections 3 and Section 5	non-payment of the daily rental	- 5% but not to exceed Two Thousand Five Hundred Pesos (P2,500.00) as penalty from date of default - Cancellation or revocation of the lease contract upon default of 3 consecutive months – Section 7
e). Violation of Section 9	subleasing or dummy	cancellation or revocation of the lease contract
f). Violation of Section 11	Parking Rules	penalty imposed in the Transportation and Traffic Code and disciplinary sanction upon the enforcer of the LTS
g). Violation of Section 13	Business hours	- First Offense – Warning -Second Offense – One Thousand Pesos (P1,000.00) -Third and succeeding offenses – Two Thousand Five Hundred Pesos (P2,500.00)

**SECTION 16. ROLE OF THE MARKET COUNCIL AS IMPLEMENTING BODY.** The Market Council shall have full discretion over the assignment of stalls or blocks awarded to the qualified bidders, and enforce the other provisions of this ordinance. Furthermore, in the event or in cases of possible duplication of business establishments at the MDL, the Market Council is likewise given the authority and power to resolve business-related issues and concerns.

**SECTION 17. REPEALING CLAUSE.** Municipal Ordinance No 19-002, Series of 2019 and Municipal Ordinance No. 23-008, Series of 2023 are hereby repealed or amended accordingly.

**SECTION 18. SEPARABILITY CLAUSE.** Any provision hereof which maybe declared invalid shall not affect other provisions of this ordinance.

**SECTION 19. EFFECTIVITY.** This ordinance shall take effect upon its approval.

**UNANIMOUSLY APPROVED.**

I hereby attest to the correctness of the above-quoted ordinance.

**FIDELINO P. CORITICO, LLB, JD**  
Secretary to the Sanggunian

CERTIFIED:

**LLOYD PETER M. LOPEZ, M.D.**  
Vice Mayor  
Presiding Officer

APPROVED:

**ELVI PETER L. RELAMPAGOS**  
Municipal Mayor

Date Signed: 06/03/2024