



Republic of the Philippines
Province of Bohol
MUNICIPALITY OF LOON

OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 116TH REGULAR SESSION OF THE 8TH SANGGUNIANG BAYAN OF LOON, PROVINCE OF BOHOL HELD ON THE 22ND DAY OF SEPTEMBER, 2003 AT THE SANGGUNIANG BAYAN SESSION HALL-

PRESENT : Hon. Raul P. Barbarona, Vice Mayor, Presiding Officer
Hon. Fortunato N. Garay, SB Member
Hon. Cesar R. Pedrigal, SB Member
Hon. Zenon R. Perez, SB Member
Hon. Titus Clark U. Miranda, SB Member
Hon. Hermenegildo M. California, SB Member
Hon. Nicolas M. Labastilla, SB Member
Hon. Leticia M. Maratas, SB Member
Hon. Edwin R. Ladeza, LnB President, Ex-Officio Member

ABSENT : Hon. Allan Rey M. Palban, SKMF President, Ex-Officio Member
(PM)

MUNICIPAL ORDINANCE NO. 03-007
Series of 2003

AN ORDINANCE GRANTING MR. MARCELO EPE A FRANCHISE TO INSTALL, MAINTAIN AND OPERATE COCKPIT ARENA IN THE MUNICIPALITY OF LOON, BOHOL AND FOR OTHER PURPOSES -

(Introduced by: Atty. Raul P. Barbarona)

Be it enacted by the 8th Sangguniang Bayan of Loon in session duly assembled, that:

SECTION 1. There is hereby granted to Mr. Marcelo Epe, herein to as the Grantee, a franchise to establish, install, operate and maintain a cockpit in the municipality of Loon, after compliance of the provisions of Municipal Ordinance No. 03-001, otherwise known as the "Cockfighting Ordinance of Loon, Bohol", other laws/decrees, ordinances and resolutions appurtenant thereto.

SECTION 2. This franchise includes the right and authority of the Grantee to construct, maintain, and operate a cockpit in the municipality of Loon, Bohol for purposes allowed by law.

SECTION 3. This franchise shall be valid for a period of twenty five (25) years from the date of effectivity of this ordinance; provided however, that failure to establish, maintain and operate a cockpit within ninety (90) days from the grant of this franchise, has the effect of revocation of this franchise.

SECTION 4. A special right is hereby reserved to the municipal Mayor and/or as the Sangguniang Bayan may determine in time of war, rebellion, public peril, or other

national emergency and when public safety requires, to cause the closing of the Grantee's premises.

SECTION 5. The operation and activities in the cockpit shall contribute to the public welfare, must conform to the ethics of honest enterprises, do away with malpractices, and other instances or circumstances that provoke the commission of crimes and the violation of peace and order rules, including any violation of the Cockfighting Ordinance of this municipality.

SECTION 6. The right is hereby reserved to this Local Government Unit, through the Sangguniang Bayan to fix the minimum and maximum cockpit entrance fee to be charged to the Grantee.

SECTION 7. The Grantee shall keep a separate account of the gross receipt of business transacted by it in the municipality and shall furnish the municipality through the Municipal Treasurers Office a copy of such account not later than 20th day of January of each year for the preceding year. For the purpose of auditing the accounts surrendered to the Accounting Office, all the books and accounts of the Grantee, or duplicate thereof, so far as they relate to the business transacted in the municipality shall be subject to the official inspection of the Municipal Treasurers Office or Accounting Office, and the audit or approval of such account shall be final and conclusive evidence as to the amount of said gross receipts.

SECTION 8. The Grantee shall not lease, transfer, grant the usufruct of sell or assign this franchise, nor the rights or privileges acquired there under, to any person, firm, company, corporation or other commercial or legal entity, nor merge with any other company or corporation organized for the same purpose, without the prior approval of the Sangguniang Bayan. Any person, firm, company, corporation or other commercial or legal entity to which this franchise is sold, transferred or assigned shall be subject to all the conditions, terms, restrictions and limitations of this franchise as fully and completely and to the same extent as if the franchise had been granted to the same person, firm, company, corporation, or other commercial or legal entity.

SECTION 9. This franchise shall not be interpreted to mean an exclusive grant of the privileges herein provided for. However, in the event any competing individual, partnership or corporation shall receive a similar permit or franchise with terms and/or provisions more favorable than those herein granted or which tend to place the Grantee herein at any disadvantage, then such terms and/or provisions shall, ipso facto, become part hereof and shall operate equally in favor of the Grantee herein.

SECTION 10. Separability Clause. If any provision of this ordinance is found to be inconsistent with law, its invalidity shall not affect all other provisions of this ordinance which are declared as valid.

SECTION 11. Repealing clause. Any existing provisions of this ordinance which are inconsistent with the provisions of this ordinance shall be deemed repealed.

SECTION 12. Effectivity. This ordinance shall take effect immediately upon its approval.

"APPROVED UNANIMOUSLY"

I hereby certify to the correctness of the above-quoted Municipal Ordinance.

ATTY. RAUL P. BARBARONA
Vice Mayor
(Presiding Officer)

ATTESTED:

FIDELINO P. CORITICO
Secretary to the Sanggunian

APPROVED:

CESAR TOMAS M. LOPEZ, M.D.
Municipal Mayor

Date Approved: _____