



CO NO. 2024-04-033

Republic of the Philippines  
CITY OF TANGUB  
SANGGUNIANG PANLUNGSD  
Tel no. 088-545-0248  
Email: [cco\\_tangub@yahoo.com](mailto:cco_tangub@yahoo.com)  
[www.tangubcity.gov.ph](http://www.tangubcity.gov.ph)

**EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE 16<sup>TH</sup> SANGGUNIANG PANLUNGSD OF TANGUB CITY HELD ON APRIL 30, 2024 AT 9:36 A.M. AT THE NEW SP SESSION HALL BUILDING, TANGUB CITY.**

**HON. TITO B. DECINA -P**

*City Vice-Mayor  
Presiding Officer*

**HON. ANTONIO S. CAYLAN, JR. -P**

*City Councilor*

**HON. RUBIN R. ROMA -P**

*City Councilor*

**HON. LOWIDA L. ALCALDE, Ph. D. -P**

*City Councilor*

**HON. LEONIDO C. TALA, SR. -P**

*City Councilor*

**HON. FRANCISCO I. CHIONG, JR. -P**

*City Councilor*

*Majority Floor Leader*

**HON. MARISSA V. AMAMIO -P**

*City Councilor*

**HON. ROSE N. BUENAFE -P**

*City Councilor*

**HON. ROMULO L. DEL SOCORRO -P**

*City Councilor*

**HON. HIPOLITO G. ROXAS, JR. -P**

*City Councilor*

**HON. ALEXANDER M. RETUERTO -P**

*City Councilor*

**HON. MILDRED M. ACUNO - P**

*ABC President*

**HON. LEONILLO S. RESTILLADOR, JR. -P**

*SK Federated President*

*Legend: P-Present, A-Absent, OL-On Leave  
OB-Official Business, OT Official Trip, R-Resigned*

**CITY ORDINANCE NO. 2024-04-033**

**AN ORDINANCE ENACTING THE NEW MARKET CODE OF THE LOCAL GOVERNMENT UNIT OF TANGUB CITY**

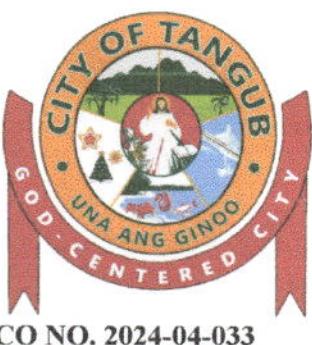
*Sponsored by: Hon. Marissa V. Amamio*

**WHEREAS**, the existing market regulations and code in Tangub City require comprehensive updates and revisions to address the evolving needs of the community and to align with current economic trends;

**WHEREAS**, the local government recognizes the importance of a well-regulated market system to promote fair competition, ensure public health and safety, and contribute to the overall economic development of Tangub City;

**WHEREAS**, consultations with stakeholders, including market vendors, business owners, and residents, have been conducted to gather input and feedback, ensuring that the new market code reflects the collective interests and concerns of the community;

**WHEREAS**, there is a need to streamline and modernize market operations, introducing efficient



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management practices, embracing technology, and enhancing customer experience to create a vibrant and competitive marketplace;

**WHEREAS**, the new market code aims to promote environmental sustainability by incorporating eco-friendly practices, waste management systems, and energy-efficient infrastructure within the market premises;

**WHEREAS**, the local government is committed to fostering transparency, accountability, and good governance in the administration of market affairs, with the goal of building trust and confidence among market stakeholders;

**WHEREAS**, the enactment of a new market code will empower the local government to adapt swiftly to changing circumstances, respond effectively to emerging challenges, and uphold the welfare of both market participants and the general public;

**BE IT ORDAINED BY THE SANGGUNIANG PANLUNGSOD OF TANGUB CITY, IN SESSION ASSEMBLED, THAT:**

**CHAPTER I  
GENERAL PROVISIONS**

**SECTION 1. TITLE.** This Ordinance shall be known as the "**NEW MARKET CODE OF TANGUB CITY**".

**SECTION 2. SCOPE AND COVERAGE.** This Code shall govern the establishment, administration, and operation of the Tangub City People's Market, Asenso Malls and all other public markets to be hereinafter established or created; the imposition and collection of rental/occupancy and other relevant market fees and charges; and, the regulation of the operations of both privately-owned and operated public markets and city public markets.

**SECTION 3. AUTHORITY TO ESTABLISH PUBLIC MARKETS.** The Local Government Unit of Tangub City, pursuant to 458 of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, shall by ordinance duly approved by the Sangguniang Panlungsod, have the authority to establish, maintain, and operate public markets within its territorial.

**SECTION 4. MANAGEMENT AND CONTROL.** The City Mayor, in accordance with the existing laws, rules and regulations shall exercise general control and supervision over government owned, controlled and/or operated public markets.

**SECTION 5. DEFINITION OF TERMS.** For purposes of this Code, the following terms shall be understood to mean as follows:

- a. **ASENSO MARKETS** - refers to a collective term for the various markets operating within the city which includes public market buildings and newer commercial market places.
- b. **CITY MARKET COMMITTEE.** Refers to the body responsible for overseeing the operation, management and regulations pertaining to the implementation of the provisions of this ordinance, and resolve issues involving administrative matters.



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- c. **GOVERNMENT OWNED, CONTROLLED AND OPERATED PUBLIC MARKETS** - refer to those establishments constructed out of government funds or those leased/acquired by any legal mode or means.
- d. **ILLEGALLY ACQUIRED MERCHANDISEOR ARTICLE.** Are goods or commodities from illegal sources (ex. stolen, smuggled, undocumented, etc.) offered for sale at the public market.
- e. **LEASE/AWARD** – shall mean the document that grants to Lessee/Tenant the right to occupy the stall.
- f. **MARKET PREMISES** - refers to any open spaces which are part of the market lot consisting of bare grounds, roads, passageways, ornamental, gardens, etc. not covered by market building or buildings.
- g. **MARKET MANAGEMENT** - refers to the organizations/committee/office/persons incharge with the management of the Public Market.
- h. **MARKET BOOTH** - refers to any enclosure built or erected on the market space for the purpose of the sale of goods, merchandise, commodities or services
- i. **MARKET STALL**- refers to the subdivision (rooms, booths, tables or spaces) of the public market where merchandises of any kind are allowed to be sold or to be offered for sale and from which a regular fee is collected on a defined periodic basis.
- j. **MARKET SECTION**- refers to the market stalls in the public market classified according to the commodities, merchandise or foodstuff offered for sale. The public market sections shall be as follows:
- j.1 FISH SECTION** - refers to the area where only fresh fish, clams, oysters, lobsters, shrimps, seaweeds, and other sea foods and marine products are being offered for sale.
- j.2 MEAT AND DRESSED CHICKEN SECTION** - refers to the area in the public market where only meat of all kinds from food animals and dressed fowls are being offered for sale.
- j.3 VEGETABLE AND FRUIT SECTIONS** refers to the area in the public market where only all kinds of vegetables, fruits and root crops are being sold.
- j.4 DRY GOODS SECTION** refers to that portion on the public market where only all kinds of textiles, ready-made dresses and apparel, novelties, foot wears, kitchen wares, utensils and other household articles, handbags, school supplies, jewelries, and the like are sold.
- j.5 FARM IMPLEMENTS AND NATIVE PRODUCTS SECTIONS** refers to an area where all kinds of farm implements and native products are being sold.
- j.6 EATERIES, PAINITAN, COOKED FOOD AND REFRESHMENT PARLORS.** Refer to an area in the public market where all kinds of cooked foods, “paintit” and refreshments are sold.



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**j.7 GRAINS SECTION.** Refer to the portion of the public market where rice, corn and other grains or cereals are offered for sale.

**j.8 ICE STORAGE SECTION.** Refers to the portion of the public market solely intended for the storage of ice.

**j.9 DRIED AND SALTED FISH SECTION.** Refers to the area in the public market where dried and salted fish of all kinds are being sold.

**j.10 LECHON AND BARBECUE SECTION.** An area in the public market where roasted pigs, lechon manok and barbecues are sold.

**j.11 AGRICULTURAL AND VETERINARY SUPPLIES SECTION.** A place in the public market where feeds, veterinary medicines, insecticides, fertilizers, livestock and poultry supplies can be purchased.

**j.12 "TUBA-AN" AND LIQUOR SECTION.** A place in the public market where "tuba" and any type of liquor are being sold.

**j.13 MISCELLANEOUS SECTION.** An area in the public market where other kinds of commodities and services not being classified above are offered for sale upon approval by the market management.

**k. MORAL TURPITUDE.** An act which is dishonest, depraved, base or vile, and contrary to good morals. The term includes everything which is done contrary to justice, honesty, modesty or good morals. (In re: Gutierrez, 58 SCRA 661).

**l. ORDINARY DAYS.** Are days when the city has no celebration or activity involving the general public, except Sundays.

**m. PUBLIC MARKET** - refers to any place, building or structure of any kind, owned, controlled and operated by the City Government of Tangub, and designated as such by the City Council where basic food items and other commodities are displayed and offered for sale. Public Markets also include market stalls, buildings, roads, subways, waterways, drainage, parking spaces, and other appurtenances which are integral parts thereof.

**n. REGULAR VENDORS** refers to individuals or businesses that regularly sell goods or services in a specific location over an extended period of time and have not yet been awarded any stall space.

**o. SPECIAL DAYS.** Are days when the city has celebrations or activities involving the general public whether local or non-local (ex. City Charter Anniversary celebrations, City Fiesta, Christmas Symbols Festival, Holy Week, All Saints/Souls day, and others as maybe declared by the city government).

**p. TRANSIENT VENDORS.** Are vendors or sellers occupying any space in the public market not subject to adjudication and comes to the market either daily or occasionally to sell his/her goods or products.



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**SECTION 6. SITE.** No public market of any kind shall be established except on sites determined in accordance with existing laws, ordinances, rules and regulations.

**SECTION 7. ESTABLISHMENT REQUIREMENTS.** The design and construction of every public market shall be in accordance with the provisions of existing laws, ordinances, rules and regulations.

## CHAPTER II SUPERVISION AND CONTROL

**SECTION 1. THE CITY MAYOR.** The City Mayor shall exercise overall supervision, control, and administration over the Agora (Formerly known as Courtyard), Asenso Malls and all other city public markets to hereafter established or created, along with the personnel thereof, to ensure their maintenance, upkeep, and peace and order, in accordance with laws, local ordinances and other pertinent rules and regulations.

**SECTION 2. THE CITY TREASURER.** The City Treasurer through his/her authorized collectors shall be responsible in the collection of market fees and other charges. Market Collectors shall have the following duties and functions:

- a) Shall issue official receipts or cash tickets for taxes, fees, and charges collected.
- b) Shall immediately report to the Market Supervisor and to the City Treasurer or his authorized representative for any stallholder who fails to pay the space or stall rental and/or any other fees for appropriate action.
- c) While in the performance of his/her duties and functions, shall wear the prescribe uniform, identification tags or nameplates/ ID's.

**SECTION 3. THE CITY ECONOMIC ENTERPRISE OFFICER (CEEDO).** The City Economic Enterprise Officer under the supervision of the City Mayor shall be in charge of and responsible for immediate administration and management of all government owned, controlled and operated public markets as well as those that may be established in the future. He shall exercise full control and direction of the administrative performance and function of all market personnel. He/she shall be the custodian of all properties belonging to the market.

**SECTION 4. THE MARKET SUPERVISOR.** Market supervisor shall be responsible for the supervision of a specific operational aspects of the market under the direction of the CEEDO. The supervisor reports directly to CEEDO and assists in the day-to-day operations of the market and oversees the work of market personnel, resolves any issues or conflicts that arises, and ensures compliance with rules and regulations.

**SECTION 5. THE MARKET PERSONNEL.** Market personnel shall be under the direction and full control of the CEEDO. The following duties and functions common to all market personnel shall be performed aside from their functions mentioned in their respective position description form:

- a) All market personnel refer to all staff, collectors, utility worker and other staff involved in the operation and management of the market. In the performance of their duties, they shall wear uniforms, identification tags or nameplates, as authorized and prescribed by



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the Office of the City Mayor, to serve as identification of market personnel and as a symbol of authority vested in them.

- b) Any market personnel who knowingly allows, tolerates, or permits any unauthorized person or persons to perform the functions, or to wear the prescribe uniform, identification tags, or nameplates, shall be subject to the penalties as maybe imposed by the Local Chief Executive.

**CHAPTER III  
ADJUDICATION OF STALLS AND CONDITIONS OF LEASE**

**SECTION 1. APPLICABILITY.** This chapter shall apply only to new stall vacancies occurring after the enactment of this Code and shall not in any way affect the existing stall assignments at the Tangub City Public Market.

**SECTION 2. MARKET COMMITTEE.** There is hereby created a Market Committee to be chaired by the City Mayor or his duly authorized nominee to be a chairman of the committee with the following members in which proxy is not allowed.

1. Chairman - City Mayor
2. Co-chairman - City Economic Enterprise Officer
3. Members:
  - City Treasurer
  - Chairman of the Committee on Market & Taxation of the City Council
  - Chairman of the Economic Sector of the City Council
  - Market Supervisor
  - Federated President of Tangub City Market Vendors Association
  - City Legal Officer
  - City Health Officer
  - City Engineer
  - City Planning & Development Officer/ Secretariat
  - Head of the BPLO
  - City Administrator 1

They shall perform the following functions: (1) conduct the screening of applicants, drawing of lots and certify the results thereof to the City Mayor, based on the rules and regulations to be adopted to it; (2) adjudicate the transfer of lessee-stallholders from one section to another, or from one stall to another within the same section; (3) recommend to the City Mayor such measures or actions as may be necessary for the resolution of issues concerning the occupancy of stalls, booths, or spaces in the Asenso Markets and other newly constructed malls; and (4) promulgate market policies and such other rules and regulations as may be necessary from time to time to ensure efficiency and order in the management and operation of the markets.

**SECTION 3. QUALIFICATIONS AND REQUIREMENTS OF STALLHOLDER.** The following shall be the qualifications and requirements for a market stallholder.

**3.1. QUALIFICATIONS OF EXISTING STALL HOLDERS AND REGULAR VENDORS.** The following are the qualifications of existing stall holders and regular vendors:

- (a) A Filipino citizen, except in cases where alien may be allowed to occupy stalls.



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- (b) A duly registered resident of Tangub City for a minimum period of one (1) year preceding the submission of the application for occupancy and a registered voter, with the exception of *Asenso Mall 1 – Second Floor*.
- (c) Not convicted of a crime involving moral turpitude.
- (d) Not violated any law, ordinance, rules, and regulations pertaining to market regulations.
- (e) No tax accountability or liability or record of habitual delinquency in the payment of taxes with the City Government of Tangub.
- (f) Physically and mentally fit and not suffering from any communicable disease.
- (g) Must be given priority if they can comply with the given requirements specified in the ordinance.
- (h) Must accept that the stall designation will be done by raffle for existing qualified stall holders and regular vendors.
- (i) Existing vendors of the public market, with a minimum of five years of tenure or more, will be given priority, and an additional selections will be made if there are vacant stalls available.

**3.2. QUALIFICATIONS OF NEW OCCUPANTS IN TANGUB CITY PUBLIC MARKET.** The qualifications of new occupants in Asenso Malls are the following:

- (a) A Filipino citizen, except in cases where alien may be allowed to occupy stalls as provided in this code.
- (b) A duly registered resident of Tangub City for a minimum period of one (1) year preceding the submission of the application for occupancy and a registered voter, with the exception of *Asenso Mall 1 – Second Floor*.
- (c) Not convicted of a crime involving moral turpitude.
- (d) Not violated any law, ordinance, rules, and regulations pertaining to market regulations.
- (e) No tax accountability or liability or record of habitual delinquency in the payment of taxes with the City Government of Tangub.
- (f) Physically and mentally fit and not suffering from any communicable disease.
- (g) Must be willing to rent only one stall and accept that the right to own a stall is not transferable/waivable.
- (h) Must not have been previously disqualified from leasing.
- (i) Must not be a member of the same household with an existing stall holder.
- (j) Must accept that the stall designation will be done by raffle.

**3.2.1. DOCUMENTS TO BE SUBMITTED BY THE NEW OCCUPANTS OF TANGUB CITY PUBLIC MARKET.** The documents to be submitted by the New Occupants of Tangub City Public Market are as follows:

- (a) Certified True Copy of the Birth Certificate (NSO/LCR);
- (b) Barangay Clearance;



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- (c) MTC and RTC Clearance issued by appropriate court who has jurisdiction over the residence of the applicant;
- (d) NBI Clearance;
- (e) Tax Clearance, for the payment of all taxes prescribed under the Local Government Code, to be issued by the Local Government Unit where the applicant resides;
- (f) Medical/Health Certificate;
- (g) Community Tax Certificate;
- (h) DTI Certificate of Registration;
- (i) Other documents as may be required by the market committee.

**3.3. QUALIFICATIONS OF JURIDICAL PERSONS.** The following are the qualifications of juridical persons:

- (a) Must be duly registered with the appropriate government agency; and
- (b) Must not be a tax delinquent.

**3.3.1. DOCUMENTS TO BE SUBMITTED BY JURIDICAL PERSONS.** The juridical persons must submit the following documents:

- a) Certificate of Incorporation (Corporation) or Partnership;
- b) DTI Registration;
- c) Certificate of Registration in the BIR;
- d) Barangay Clearance;
- e) Tax Clearance;
- f) Community Tax Clearance

**SECTION 4. ADJUDICATION OF STALLS.** The adjudication of stalls in the local markets are guided by the following procedure which ensures fair and transparent for both existing vendors and new applicants:

**(a) Notice of Vacancy.** The Market Committee shall cause a Notice of Vacancy of any stall, booth or space in the Tangub City People's Market, Asenso Malls or any other city-owned markets to be hereafter established to be posted at the vacant stall, in the bulletin board of the City Hall, and in any conspicuous space within the Market premises for a period of not less than ten (10) days prior to the date of award to apprise the public of the fact of vacancy of the subject stall, booth or space that is available for lease. This notice shall read as follows:

**“NOTICE”**

Notice is hereby given that stall, room, booth or space no. \_\_\_\_\_, building No. \_\_\_\_\_ of the \_\_\_\_\_ Market is vacant (or will be vacant) on \_\_\_\_\_. Any person duly qualified and desiring to lease this stall, room, booth or space, shall file an application therefore on the prescribed form (copies may be obtained from the Office of the Market Supervisor during office hours) on or before



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12:00 noon of \_\_\_\_\_ 20\_\_\_\_\_, after which, no more applications will be entertained. The award of the lease of the vacant stall, room, booth or space shall be determined by the City Market Committee. This stall, room, booth or space is found in the \_\_\_\_\_ Section and is intended for the sale of \_\_\_\_\_.

Chairman, City Market Committee

(b) **Application to Lease Market Stall.** An application fee in the amount of Five Hundred Pesos (PHP500.00) shall be collected from each applicant to cover necessary expenses. The application shall be under oath. It shall be submitted to the Office of the Market Supervisor together with the official receipt covering payment of the aforementioned fee by the applicant either in person or through his/her authorized representative. Such application in turn, shall be submitted by the Market Supervisor to the City Market Committee.

It shall be the duty of the Office of the Market Supervisor to keep a register book showing the names and addresses of all applicants for vacant stalls, room, booth or space, the number and description of the stall, room, booth or space applied for, and the date and hour of receipt of the application. The said office shall acknowledge receipt thereof. The application shall be substantially in the following form:

**“APPLICATION TO LEASE MARKET STALL”**

The Chairman, City Market Committee  
City of Tangub

Sir/Madam:

I, \_\_\_\_\_ hereby apply to lease Stall No. \_\_\_\_\_  
Building No. \_\_\_\_\_ of the \_\_\_\_\_ Market. I am  
\_\_\_\_\_ years old, a citizen of the \_\_\_\_\_ and residing  
at \_\_\_\_\_.

Should the above-mentioned stall, room, booth or space be leased to me in accordance with the market rules and regulations, I promise to hold the same under the following conditions:

1. That I shall keep the stall in good sanitary condition at all times and shall comply strictly with all market laws, ordinances, rules and regulations now existing or which may hereafter be promulgated.
2. That I shall pay the required fees and corresponding rent and shall secure business permit and license therefore in the manner prescribed by existing ordinance.
3. That I shall take possession over the awarded stall only upon compliance with all prescribed requirements.
4. That I shall conduct business in the stall exclusively of my own;
5. That in case I shall engage the service of helper/s I shall personally conduct the business and be present in the stall and that in case of my absence I shall promptly notify in



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- writing the Market Supervisor thereof and giving reasons therefore.
6. That I shall not sell, sublease, or transfer my privilege to occupy the stall nor permit another person to conduct business therein;
  7. That I shall not use the privilege to occupy the stall whether directly or indirectly as collateral or security for any agreement with any public or private entity;
  8. That I shall not in any manner remove, construct, alter, the original structure and/or make any extension of the stall, electrical wirings and water connections, without prior approval from the City Market Committee.
  9. Any violation on my part or on the part of my helpers of the foregoing conditions shall be sufficient cause for the authorities to cancel my lease contract.

Very truly yours,

\_\_\_\_\_  
Applicant

I \_\_\_\_\_, do hereby state that I am the person who signed the foregoing application, that I have read the same, and that the contents therefore are true to the best of my knowledge.

\_\_\_\_\_  
Applicant

**SUBSCRIBED AND SWORN** to before me this day of \_\_\_\_\_ 20\_\_\_\_\_, at Tangub City, Philippines, affiant/applicant exhibiting to me his/her Res. Cert. No. \_\_\_\_\_ issued on \_\_\_\_\_ at Tangub City, Philippines,

\_\_\_\_\_  
Administering Officer

(c) That after the award of any stall, room, booth or space, and after complying all the requirements prescribed thereof, a Contract of Lease/Memorandum of Agreement of shall be executed by the Stallholder and the Local Government Unit represented by the City Mayor.

(d) The Contract of Lease/Memorandum of Agreement shall be substantially in the following form but may be modified to conform the needs of the particular market.

**CONTRACT OF LEASE**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract of Lease is made and executed by and between:

The **LOCAL GOVERNMENT UNIT OF TANGUB CITY**, a public corporation existing under and by virtue of the laws of the Philippines, represented herein by its Local



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Chief Executive, \_\_\_\_\_, hereinafter called the  
“LESSOR”

-and-

\_\_\_\_\_ of legal age, married to \_\_\_\_\_,  
Filipino and a resident of \_\_\_\_\_, Philippines, hereinafter  
called the “LESSEE”;

**WITNESSETH:**

**WHEREAS**, the LESSOR is the true and absolute owner of stall no. \_\_\_\_\_, here in referred to as “stall”, at the \_\_\_\_\_ ( \_\_\_\_\_ ) located at \_\_\_\_\_, Tangub City, Misamis Occidental.

**WHEREAS**, the LESSEE is an awardee of stall no. \_\_\_\_\_ at the Stall located in \_\_\_\_\_ identified by the Market Management as a priority occupant.

**WHEREAS**, the LESSOR hereby awards the above-mentioned stall in favor of the LESSEE, subject to the following terms and conditions:

1. That the **CONTRACT OF LEASE** shall expire on \_\_\_\_\_, unless sooner canceled or revoked for a cause.
2. That the LESSEE should follow and observe all laws, ordinances, rules, and regulations, both national and local concerning fire safety, morals, health, and sanitation.
3. That the LESSEE shall secure a business permit or license in the manner prescribed by existing ordinances and shall always have his/her license with a picture framed and hung conspicuously in his stall.
4. That LESSEE shall be allowed to take possession of his/her awarded stall only upon compliance with all prescribed requirements, fees, and charges.
5. The LESSEE agrees to pay a monthly rental of \_\_\_\_\_ ( PHP \_\_\_\_\_ ) and an additional 5% withholding tax on the monthly amount of space rental, totaling \_\_\_\_\_ ( PHP \_\_\_\_\_ ), which shall be remitted monthly within the first twenty (20) days at the City Treasurer's Office. Failure to fulfill the rental obligation within the stipulated period herein shall subject the lessee/occupant to a surcharge of twenty-five percent (25%) of the overdue amount. Further non-payment extending beyond three (3) months will be considered a cautionary notice, potentially leading to the revocation of the permit after a four (4) month period of non-payment.
6. Respect the allocated space for their stall and avoid encroaching on others' areas.
7. LESSEE should display clear and legible price tags for each product, ensuring transparency in pricing.
8. If a certain LESSEE needs a weighing scale for the nature of his or her business, it should be accurate, properly calibrated, and visible to customers to maintain transparency in transactions.



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9. The LESSEE shall be responsible for the maintenance of the stall, facilities, and/or amenities inside the stall (*dining tables for the Food Court*). The responsibility of the MANAGEMENT lies in the maintenance of comfort rooms, flooring, walling, ceiling, outside building alleys, and landscaping.
10. The LESSEE shall not use his/her stall for storage purposes.
11. The business to be conducted in the stall shall belong exclusively to the LESSEE and in case of death or incapacity to engage business therein, the immediate member of the LESSEE's family specifically the LESSEE's spouse or any of his children of legal age shall have the right to occupy the same in which case a contract to such effect shall be executed.
12. That at any given time, should the stall be used for a purpose other than which it is intended, or remain close or idle for at least thirty (30) consecutive days, the same shall be declared abandoned and the lease shall be considered automatically revoked by the CEEDO Manager.
13. That the LESSEE shall not use the privilege to the stall whether directly or indirectly as his/her collateral or security for any loan agreement with any public or private entity.
14. That the LESSEE is prohibited from sub-leasing, mortgaging, or selling his/her rights over the area subject to this contract. Violation of this condition shall be sufficient grounds for the revocation and/or cancellation of this Contract.
15. That the LESSEE shall allow the MANAGEMENT or its duly authorized representative to enter and inspect the condition of the premises during reasonable office hours.
16. The LESSEE shall repair any portion of the stall being destroyed through his/her own or his/her helper's fault or negligence or pay corresponding damages as determined by the Market Supervisor or his representative.
17. That all improvements introduced by the LESSEE, be it permanent or temporary shall be with written consent of the MANAGEMENT.
18. The MANAGEMENT is not responsible for any loss or damage from the stall caused by fire, theft, robbery, "Force Majeure" or any other unavoidable cause. All articles or merchandise left in the stall during closure time shall be at the risk of the stall holder or owner thereof.
19. That the LESSEE shall pay for and defray at his own expense, the installation of water and electric meters and their corresponding water and electric bills. The installation of water and electric meters shall be under the direct supervision of CEEDO.
20. That the LESSEE shall bear the cost of all repairs while the MANAGEMENT will provide the necessary supervision and manpower to conduct the said repairs.



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21. The LESSEE must foster a cooperative and professional relationship with other LESSEE and market authorities.
22. The LESSEE must adhere to the dress code outlined by the association/organization on a mutually agreed-upon date, obliging to wear the specified uniforms.
23. The LESSEE is responsible for furnishing appropriate trash cans/bins and ensuring the proper disposal of garbage at designated locations.
24. Participate in market events and initiatives to promote a sense of community.
25. Resistance, annoyance, obstruction or impedance to any market employee or personnel while in the performance of their official duties/functions is strictly prohibited.
26. That violation of any of the foregoing terms and conditions and other applicable laws, rules, and regulations shall be sufficient ground for the cancellation or revocation of this contract of lease, and simultaneous closure and/or padlocking of the stall after due notice.

**IN WITNESS WHEREOF**, the parties hereto, have signed this \_\_\_\_\_ of \_\_\_\_\_ at Tangub City, Misamis Occidental, Philippines.

**LESSOR**

**LESSEE**

**City Mayor** \_\_\_\_\_

**SIGNED IN THE PRESENCE OF:**

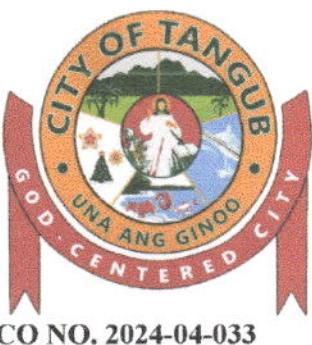
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Republic of the Philippines )  
Province of Misamis Occidental ) S.S.  
City of Tangub )

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public of Tangub City, Province of Misamis Occidental, personally appeared:

NAME	CTC Details	Competent ID

known to me and to me known to be the same persons who executed the foregoing document and who represented to me that their respective signatures on the foregoing instrument were voluntarily affixed by them for the purposes stated in the instrument and who declared that



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they have executed the foregoing instrument as their free and voluntary act and deed.

This instrument consists of only \_\_\_ ( ) pages, including this page in which the acknowledgment is written, duly signed by the parties and their instrumental witnesses on each and every page hereof.

**WITNESS MY HAND AND NOTARIAL SEAL** this \_\_\_\_\_ at Tangub City, Misamis Occidental.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 202 \_\_\_\_\_.

(e) The Memorandum of Agreement shall be substantially in the following form but may be modified to conform the needs of the Asenso Markets.

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement is made and executed by and between:

The **LOCAL GOVERNMENT UNIT OF TANGUB CITY**, a government agency duly created and existing under the laws of the Republic of the Philippines, with postal and office address at Barangay 1, Tangub City represented by its **City Mayor, Honorable Sabiniano S. Canama**, hereinafter referred to as the "**FIRST PARTY**";

-and-

\_\_\_\_\_ of legal age, married to \_\_\_\_\_, Filipino and a resident of \_\_\_\_\_, Philippines, hereinafter called the "**SECOND PARTY**";

**WITNESSETH: That-**

**WHEREAS**, the **FIRST PARTY** is the true and absolute owner of stall no. \_\_\_, herein referred to as "stall", at the (\_\_\_\_\_) located at \_\_\_\_\_, Tangub City, Misamis Occidental;

**WHEREAS**, the **SECOND PARTY** is an awardee of stall no. \_\_\_\_\_ at the Stall located in (\_\_\_\_\_) identified by the Market Management as a priority occupant;

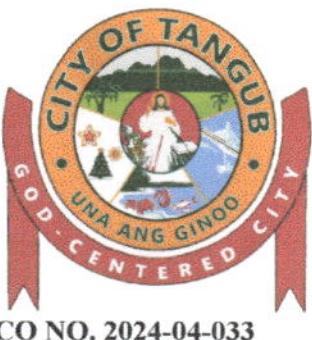
**WHEREAS**, the **FIRST PARTY** hereby award the above-mentioned stall in favor of the OCCUPANT, subject to the following terms and conditions:



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1. That the **MEMORANDUM OF AGREEMENT** shall expire on \_\_\_\_\_, unless sooner cancelled or revoked for a cause.
2. That the should follow and observe all laws, ordinances, rules, and regulations, both national and local with respect to fire safety, morals, health and sanitation.
3. That the **SECOND PARTY** shall secure a business permit or license in the manner prescribe by existing ordinances and shall be always have his/her license with picture framed hung conspicuously in his stall.
4. That **SECOND PARTY** shall be allowed to take possession over his/her awarded stall only upon compliance with all prescribed requirements, fees, and charges.
5. The payment of rentals shall be paid within the first twenty (20) days of the month at the City Treasurer's Office. Failure to fulfill the rental obligation within the stipulated period herein shall subject to a surcharge of twenty-five percent (25%) of the overdue amount. Further non-payment extending beyond three (3) months will be considered a cautionary notice, potentially leading to the revocation of the permit after a four-month period of non-payment.
6. Respect the allocated space for their stall and avoid encroaching on others' areas.
7. The **SECOND PARTY** should display clear and legible price tags for each product, ensuring transparency in pricing.
8. If the certain **SECOND PARTY** needs a weighing scale for the nature of his or her business, it should be accurate, properly calibrated, and visible to customers to maintain transparency in transactions.
9. The certain **SECOND PARTY** shall be responsible for the maintenance of the stall, facilities and/or amenities inside the stall (*dining tables for Food Court*). While the responsibility of the MANAGEMENT lies in the maintenance of comfort rooms, flooring, walling, ceiling, outside building alleys and landscaping.
10. The **SECOND PARTY** shall not use his/her stall for storage purposes.
11. The business to be conducted in the stall shall belong exclusively to the certain **SECOND PARTY** and that in case of death or incapacity to engage business therein, the immediate member of the certain **SECOND PARTY**'s family specifically the **SECOND PARTY**'s spouse or any of his children of legal age shall have the right to occupy the same in which case a contract to such effect shall be executed.
12. That at any given time, should the stall be used for purpose others than which it is intended, or remain close or idle for at least thirty (30) consecutive days, the same shall be declared abandoned and the Agreement shall be considered automatically revoked by the CEEDO Manager.
13. That the **SECOND PARTY** shall not use the privilege to the stall whether directly or indirectly as his/her collateral or security for any loan agreement with any public or private entity.



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14. That the **SECOND PARTY** is prohibited from sub-leasing, mortgaging or selling his/her rights over the area subject to this contract. Violation of this condition shall be sufficient ground for the revocation and/or cancellation of the MOA.
15. That the **SECOND PARTY** shall allow the MANAGEMENT or its duly authorized representative to enter and inspect the condition of the premises during reasonable office hours.
16. The **SECOND PARTY** shall repair any portion of the stall being destroyed through his/her own or his/her helper's fault or negligence or pay corresponding damages as determined by the Market Supervisor or his representative.
17. That all improvements introduced by the **SECOND PARTY**, be it permanent or temporary shall be with written consent of the MANAGEMENT.
18. The MANAGEMENT is not responsible for any loss or damage from the stall cause by fire, theft, robbery, "Force Majeure" or any other unavoidable cause. All articles or merchandise left in the stall during closure time shall be at the risk of the stall holder or owner thereof.
19. That the **SECOND PARTY** shall pay for and defray at his own expense, the installation of water and electric meters and their corresponding water and electric bills. The installation of water and electric meters shall be under the direct supervision of CEEDO.
20. That the **SECOND PARTY** shall bear the cost of all repairs while the MANAGEMENT will provide the necessary supervision and manpower to conduct the said repairs.
21. The **SECOND PARTY** must foster a cooperative and professional relationship with other stall holders and market authorities.
22. The **SECOND PARTY** must adhere to the dress code outlined by the association/organization on a mutually agreed-upon date, obliging to wear the specified uniforms.
23. The **SECOND PARTY** is responsible for furnishing appropriate trash cans/bins and ensuring the proper disposal of garbage at designated locations.
24. Participate in market events and initiatives to promote a sense of community.
25. Resistance, annoyance, obstruction or impedance to any market employee or personnel while in the performance of their official duties/functions is strictly prohibited.
26. That violation of any of the foregoing terms and conditions and other applicable laws, rules and regulations shall be sufficient ground for the cancellation or revocation of this MOA, and simultaneous closure and/or padlocking of the stall after due notice.

**IN WITNESS WHEREOF**, the parties hereto, have signed this \_\_\_\_\_ of \_\_\_\_\_  
at Tangub City, Misamis Occidental, Philippines.



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FOR THE FIRST PARTY:

FOR THE SECOND PARTY:

\_\_\_\_\_  
City Mayor

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Republic of the Philippines                )  
Province of Misamis Occidental      ) S.S.  
City of Tangub                          )

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public of Tangub City, Province of Misamis Occidental, personally appeared:

NAME	CTC Details	Competent ID

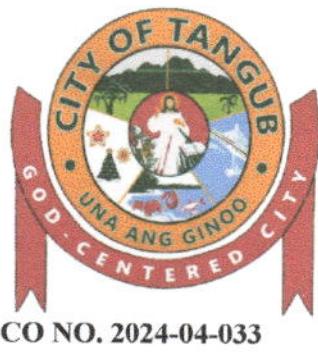
all known to me to be the same persons who executed the foregoing document referring to the **MEMORANDUM OF AGREEMENT** consisting of \_\_\_\_\_ ( ) pages including this page in which the acknowledgment is written and acknowledged to me that the same is their free and voluntary act and deed.

**WITNESS MY HAND AND NOTARIAL SEAL** this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_ at Tangub City, Misamis Occidental.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 202\_\_\_\_\_.

**SECTION 5. PREFERENCE TO FILIPINO APPLICANTS.** Applicants who are Filipino citizens shall have preference in the lease of public market stalls. If on the last day set for filing application, there is no application from a Filipino citizen, the posting of the notice of vacancy prescribed above shall be repeated for another 10-day period. If after the lapse of that period there is no Filipino applicant, the stall affected may be leased to any alien applicant, subject to the usual procedure provided for in this Code.

**SECTION 6. VACANCY OF STALL BEFORE EXPIRATION OF LEASE.** Should, for any reason, a stallholder or lessee discontinue or be required to discontinue its business before his lease of the stall expires, such stall shall be considered vacant and its occupancy



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thereafter shall be disposed of in the manner herein prescribed.

**SECTION 7. VACANCY OF STALL DUE TO DEATH.** The death of a bonafide stallholder shall not terminate the lease unless the lawful heirs shall not qualify to be a lessee, pursuant to the provisions of this Ordinance, or voluntarily refuses to succeed in the lease. In case that lawful heirs are qualified, they shall agree among themselves who shall succeed the rights of the deceased lessee over the stall subject.

**CHAPTER IV  
FEES AND CHARGES**

**SECTION 1. CLASSIFICATION OF PUBLIC MARKET.** For purposes of this Ordinance, city owned controlled and/or operated public markets shall be classified as follows:

- a. **Class A** – those with an average monthly income of P150,000.00 or more of the preceding three (3) months.
- b. **Class B** – those with an average monthly income of P50,000.00 or more but less than P150,000.00 of the preceding three (3) months.
- c. **Class C** – those with an average monthly income of less than P50,000.00 of the preceding three (3) months.

The City Treasurer is hereby empowered to classify City Public Markets of Tangub on the basis of the preceding three months collection and to reclassify thereafter but not be more than once a year.

**SECTION 2. MARKET SECTIONS.** The vendors in the market shall be grouped into different section in accordance with the goods, wares, or merchandise sold as follows:

- a. Fish Section
- b. Meat and Dressed Chicken Section
- c. Vegetable and Fruit Section
- d. Dry Goods Section
- e. Groceries and Sari-Sari Section
- f. Farm Implements and Native Products Section
- g. Eateries, Paintan, Cooked Food and Refreshment Parlors
- h. Grains Section
- i. Ice Storage Section
- j. Dried and Salted Fish Section
- k. Lechon and Barbecue Section
- l. Agricultural and Veterinary Supplies Section
- m. "Tuba-an" and Liquor Section
- n. Miscellaneous Section

**SECTION 3. MARKET STALL/SPACE RENTAL FEES.** There shall be imposed and collected a rental fee per square meter per day for the use of the awarded stalls inside the People's Market based on the classification, as follows:



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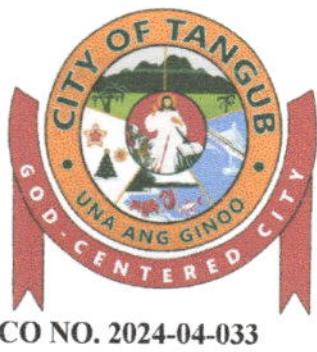
SECTION	CLASS A	CLASS B	CLASS C
1. Fish Section	9.50	P 6.65	P 4.70
2. Meat and Dressed Chicken Section	11.90	8.30	5.80
3. Vegetable & Fruits Section	8.20	5.70	4.00
4. Dry Goods, Groceries & Sari-sari	7.65	5.40	3.80
5. Farm Implements Section	6.50	4.55	3.20
6. Eateries, Painitan, Cooked Food & Refreshment Parlors	6.50	4.55	3.20
7. Rice & Corn Section	8.30	5.80	4.10
8. Ice Storage Section	6.40	4.50	3.15
9. Dried and Salted Fish Section	9.20	6.40	4.50
10. Lechon Section	9.20	6.40	4.50
11. Miscellaneous Section	6.40	4.50	3.15

PROVIDED, that for better located stalls such as those front stalls facing the market periphery or streets and corner stalls, there shall be added to the above prescribed fees, the following:

- |                         |                         |
|-------------------------|-------------------------|
| 1. Front Corner Stall   | 20% of the rate imposed |
| 2. Front Stalls         | 15% of the rate imposed |
| 3. Inside Corner Stalls | 10% of the rate imposed |

**SECTION 4. ASENO MALLS AND PEOPLE'S MARKET RENTAL FEES.** The Rental Fees for the newly constructed Asenso Malls and People's Market located at Barangay III, Tangub City shall be as follows:

ASENSO MALL/ PEOPLE'S MARKET	FEES
1. Asenso Mall 1( Eatery and Snacks and Refreshments)	9.43 sq.m.
2. Asenso Mall 2	
Drygoods (Ground floor)	11.09 sq.m.
Private (Second floor)	40,000.00 per month
3. People's Market	
a. Meat Section	17.26 sq.m.
a1. Freezers/Refrigerator for Meat and Dressed Chicken	P15.00 per unit day



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b. Fish Section	13.78 sq.m.
c. Vegetable Section	11.89 sq.m.
d. Dried Fish Section	13.34 sq.m.
e. Fruits Section	11.89 sq.m.

**SECTION 5. MARKET FEES.** Market Fees for vehicles discharging merchandise or advertising products within fifty (50) meters radius from the nearest public market building.

Type of Vehicle	Rate
Jeep	P 20.00
4-wheeler truck/van	30.00
6-wheeler truck/van	50.00
10-wheeler truck/van	75.00

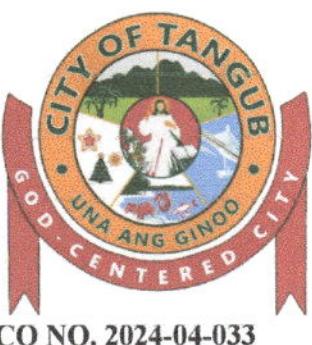
There shall also be collected entrance fees from persons, corporations, partnership or entities offering to sell merchandise in jeepneys, pick-ups, motorcycles, and the like in the vicinity of the public market within one hundred meters (100) radius and in the "Tabo" area, as prescribed under Section 7 hereof.

**SECTION 6. DELIVERY FEE.** There is hereby levied and imposed an annual fixed tax for every truck, van or any vehicle used by manufacturers, producers, wholesalers, dealers or retailers in fermented liquors, softdrinks, cigars and cigarettes, sand, gravel, lumber, hardware, cement, copra, plywood, bamboo, and other non-perishable products, to sale outlets or consumers, whether directly or indirectly within the city provided as follows:

1. For every delivery van/truck or any vehicle ten (10) wheels and above P500.00
2. For every delivery van/truck or any vehicle with six (6) wheels and above P400.00
3. For every delivery van/truck or any vehicle with below six (6) wheels P300.00
4. Motorized tricycle, motorela, motorcycles P200.00

Trucks, vans, or any vehicles not levied and imposed with an annual fixed tax are not exempted from paying parking fee and still subject to the collection of the corresponding market fee herein-above prescribed.

**SECTION 7. MARKET ENTRANCES FEES.** There shall be charged and collected for merchandise offered for sale in jeepneys, pick ups, motorcycles, and the like in the vicinity of the public market and the "tabo" area within fifty (50) meters radius;



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*Rate of Fees*

a. For rice, corn, sugar, or similar commodities Placed in sacks (per sack)	P 5.00
a. For mongoes, beans, and ginger placed in sacks (per sack)	5.00
c. For pigs (80 kilos or more per head)	15.00
d. For pigs (50 kilos or more but less than 80 kilos per head)	10.00
e. For pigs (less than 50 kilos, per head)	5.00
f. For goats, sheeps, etc. (per head)	5.00
g. For chicken, ducks, and other fowls (per head)	1.00
h. For fresh eggs (per tray)	1.00
i. For leafy vegetables (per sack or bukag)	5.00
j. For fruit vegetables (per sack or bukag)	5.00
k. For fruits (per sack, bukag or box)	5.00
l. Root crops (per bukag or sack)	5.00
m. Bananas (per bukag or sack)	5.00
n. Spices (per kilo)	1.00
o. Other agricultural products (per bukag or sack)	5.00
p. Fresh fish (per pail) (per bañera)	5.00
q. For one jeepney, pick-up load of vegetable and/or fruits	180.00
r. For one truck load of vegetables and/or fruits	200.00
s. Other products (per bundle, sack or bukag)	5.00

PROVIDED FURTHERMORE, that from the year 2025 to 2030 there shall be a gradual increase in the rental rates of stalls and of entrance fees based on the above-mentioned original rates:

2025 - 2027	25%
2028 - 2030	30%
2031-2033	35%

**SECTION 8. MARKET FEES FOR AMBULANT OR TRANSIENT VENDORS.** Ambulant or transient vendors maybe allowed to occupy certain areas of the market premises with permission from Market Management in cases where such are necessary and not in contravention of existing laws, rules or regulations. Market fees for the occupancy of market premises by ambulant or transient vendors during ordinary days are ten (10) percent higher than the rates imposed under Section 3, Chapter IV of this Ordinance while fifty (50) percent higher during city fiesta celebration and other special occasion. Such shall be due and payable daily either through cash tickets or other official mode of payment. The size of space allowed to transient or ambulant vendors shall be determined by the personnel in charge and shall be limited to areas not earmarked and/or utilized as passageways, or entrance to the public market building, or other prohibited areas.

**SECTION 9. PAYMENT OF FEES.** Market fees must be paid in advance before any person can sell, or offer to sell, any commodity or merchandise within the Asenso Markets and its premises.

**SECTION 10. TIME AND MANNER OF PAYMENT.** The following are the time and manner of payment:



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- a. **For stalls.** The fee for the monthly rental of market stalls shall be paid to the City Treasurer or his duly authorized representative within the first twenty (20) days of each month. The lessee shall be required to pay an advance payment good for one month rental and two (2) months deposit computed based on the amount per square meter per day prescribed under this Code.
- b. **For new occupants of Asenso Markets.** The fee for the monthly rental of Asenso Markets shall be paid to the City Treasurer or his duly authorized representative within the first twenty (20) days of each month. In case of new lease, the lessee shall be required to pay an advance payment good for **one (1) month rental and two months** deposit computed based on the amount as prescribed under this Code.
- c. Failure to pay the rental within the period required herein shall subject the lessee/occupant to a surcharge of twenty-five percent (25%) of the amount due and demandable.

**SECTION 11. OCCUPANCY FEE.** Upon the award of any market stall or space, the awardee shall be required to pay an occupancy fee, hereunder fixed, which may be paid during the first twenty (20) days of the month of June. The payment of the herein occupancy fee shall be applicable to all newly awarded and existing stall/space holders effective upon the approval of this ordinance. The fees collected shall accrue to the general fund of the city to be used solely for the maintenance and/or improvement of the market, or any purpose allowed by the Sangguniang Panlungsod.

**SECTION 11.1 OCCUPANCY FEE FOR STALL, ROOMBOOTH OR SPACE  
DEPENDING ON MARKET CLASSIFICATION**

<b>SECTION</b>	<i>New Occupant</i>	<i>Existing Stall Holder (Succeeding Years)</i>
1. Fish Section	3,000.00	1,500.00
2. Meat and Dressed Chicken Section	5,000.00	2,500.00
3. Vegetable & Fruits Section	2,000.00	1,000.00
4. Dry Goods, Groceries & Sari-sari	3,000.00	1,500.00
5. Farm Implements Section	2,000.00	1,000.00
6. Eateries, Painitan, Cooked Food & Refreshment Parlors	2,000.00	1,000.00
7. Rice & Corn Section	3,000.00	1,500.00
8. Ice Storage Section	3,000.00	1,500.00
9. Dried and Salted Fish		



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Section	3,000.00	1,500.00
10. Lechon Section	5,000.00	2,500.00
11. Miscellaneous Section	2,000.00	1,000.00
12. Asenso Mall 1	3,000.00	1,500.00
13. Asenso Mall 2 (First Floor)	5,000.00	2,500.00
14. Asenso Mall 2 (Second Floor)	10,000.00	5,000.00
15. Other Lessee/Occupant	10% of annual rental	5% of annual rental

Those who have undergone the bidding process to acquire their market stalls shall be afforded a minimum of five (5) years to recuperate their capital, contingent upon their ability to present the official receipt confirming their status as the winning bidder. Thereafter, following the expiration of the five-year period, an Occupancy Fee will be applicable annually.

**SECTION 12. CIVIL REMEDIES FOR COLLECTION OF TAXES, FEES AND CHARGES.** The civil remedies for the collection of fees, charges or related surcharges and interest resulting from delinquency shall be:

- a. By administrative action through distraint of goods, chattels, or effects and other personal property of whatever character including stocks and other securities debts, credits, bank accounts and interest in the rights to personal property. The procedure of the distraint of personal property shall be in accordance with provision of Section 175, Chapter IV, of RA 7160 otherwise known as the Local Government Code of 1991.
- b. By judicial action.

Either of these remedies or all may be pursued concurrently or simultaneously at the discretion of the local government.

## CHAPTER V MISCELLANEOUS PROVISIONS ON STALLS

**SECTION 1. PARTNERSHIP WITH STALLHOLDER.** A market stallholder who enters into business partnership with any party after his acquisition of the right to lease such stall, has no authority to transfer to his partner the right to occupy the stall.

**SECTION 2. LEASE TO PERSONALLY ADMINISTER HIS/HER STALL.** Any person, who has been awarded the right to lease a market stall in accordance with the provisions hereof, shall occupy, administer and be present personally at his/her stall. However, the stallholder may employ helpers.

**SECTION 3. DUMMIES, SUBLEASE OF STALLS.** In any case where the person registered as the holder or lessee of the marker stall is found upon investigation in reality not the person actually occupying the said stall, or has connived with another person so that the latter may by any reason be able to occupy the said stall, the lease shall be cancelled. This cancellation is without prejudice to the penalties that may be imposed by this Ordinance under Section 2 of Chapter X.



## CHAPTER VI SPECIAL MARKETS

**SECTION 1. SPECIAL MARKETS.** There shall be established special markets, to include night market, “bagsakan,” and “tabo” or market day or fair which maybe allowed during ordinary days and other occasions such as anniversary celebration, city fiesta, and others, subject to the provisions of this ordinance or such other rules and regulations as may be promulgated by the Sangguniang Panlungsod.

**SECTION 2. ESTABLISHMENT OF SPECIAL MARKET AREA.** There shall be established a night market, and “bagsakan” areas at the premises of the public markets or any other places designated by the LGU of Tangub City.

**SECTION 3. DESIGNATION OF “TABO” DAYS.** The “tabo” day in the City of Tangub shall be held on the site defined in Section 2 of this Chapter every Saturday and Sunday to start at 4:00 o’clock A.M. to 9:00 o’clock P.M., respectively.

The designation of Saturday and Sunday as Tabo Days shall remain valid only until December 31, 2024, after which, effective January 1, 2025, Tabo Day will be limited to every Sunday.

**SECTION 4. CONCEPT OF “TABO” AND BAGSAKAN”.** The following are the concept of Tabo and Bagsakan:

- a. **“Tabo day”.** On the site and on the day contemplated in the preceding section, all interested person not otherwise prohibited by existing laws, may bring and display their agricultural and marine products for exchange, sale, or barter, on the spaces designated therein.
- b. The “**bagsakan**”. The “bagsakan” refers to the area established and designated in accordance with Section 3 of Chapter IV hereof.

**SECTION 5. DIVISION OF THE PREMISES INTO SECTIONS AND SPACES.** The “tabo” site aforementioned shall be divided into sections, each section to be divided into spaces as shown and indicated on the plan prepared for the purpose. Provided, that in each section shall be displayed the same or similar articles or commodities, and each space shall be for an individual vendor, provided, further, that each vendor shall be allocated only with a space having a dimension of 1.5x1.5 meters; provided furthermore, that when there are more vacant spaces than the vendors, those who need more space maybe given additional space.

**SECTION 6. HEALTH AND SANITATION.** The vendors shall be subject to existing health laws, ordinances, rules and regulations and shall keep their spaces and its premises clean and sanitary and shall file and dump their refuse and garbage in the place provided for the purpose.

**SECTION 7. FEES.** There shall be collected a fee of Forty Pesos (PHP40.00) per table measuring 1.5x0.9 square meters occupied by vendors at the “tabo” site to be paid to the City Treasurer and a cash ticket/receipt shall be issued thereof.

**SECTION 8. MANAGEMENT.** The Market Supervisor shall manage and administer the operation of the “tabo” day in the established site and shall have the sole control and supervision



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in the placement of the vendors.

**CHAPTER VII  
MAINTENANCE OF PUBLIC MARKETS**

**SECTION 1. CLEANLINESS AND SANITATION.** All public markets and its premises must be kept clean and sanitary at all times to safeguard the health and safety of the buying public as well as the market vendors and stallholders and the market personnel. Facilities for sanitation shall be provided.

**SECTION 2. SANITATION PERSONNEL.** All markets shall have adequate number of personnel responsible for sanitation and maintenance within the market and its premises. The cleaning of the market and market premises shall be done preferably before and after market hours.

**SECTION 3. CLEANING OF STALLS.** It shall be the responsibility of the occupants to maintain the cleanliness and sanitation of their area everyday. As such, the occupants must observe the following:

- a. shall clean their stalls, rooms, booths, or space they occupied including fixtures and equipments thereon
- b. shall place rubbish and garbage in the trash can provided for the purpose
- c. shall be responsible for the cleanliness of the passage ways, alleys, or spaces immediately in front, behind or beside their stalls.

**SECTION 4. ADEQUATE FACILITIES.** Adequate proper drainage and sewerage system shall be provided by the City Government in every market. Likewise, electrical/lateral lines; lighting system in alleys, passageways, open spaces and perimeter fence shall be provided. Water lines for cleaning, fire prevention as in fire hydrants, and separate drinking facilities shall be further provided.

Electric and water consumption cost including installation in their respective stalls or area shall be borne by the stallholders or regular vendors.

**SECTION 5. PUBLIC TOILETS.** Public toilets with adequate lavatories, at least one (1) for men and one (1) for women shall be provided in the public market, and these should be kept sanitary and clean at all times.

**SECTION 6. PASSAGE WAYS.** Passage ways for market goers shall always be kept clean and passable. Market management shall see to it that only a reasonable amount of items shall be displayed in stalls, spaces, or booth to avoid congestion at the market premises.

**SECTION 7. GARBAGE AND TRASH CANS.** All markets shall be provided with adequate number of large garbage cans to be placed at the strategic places for the garbage and rubbish of market goers and stall occupants. Likewise, all market stallholders or vendors are required to have individual covered garbage cans.

**SECTION 8. DISPOSAL OF GARBAGE.** Individual stallholder and vendor shall dispose of their garbage at the end of each day by placing the garbage in the large garbage cans provided for the purpose. All garbage and rubbish shall be collected regularly early in the morning or at an appropriate schedule to be set by the local market authorities.



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**SECTION 9. POSTING OF SANITATION CODE AND MARKET RULES AND REGULATIONS.** The market supervisor shall post in the public market office bulletin board and in any conspicuous place applicable provisions of the code of sanitation and market rules and regulations in English or in dialect. He may also furnish the stallholders and vendors with a copy of such rules and regulations for information and dissemination.

**CHAPTER VIII**  
**RESTRICTIONS AND PROHIBITIONS ON MARKET/MALL PREMISES**

**SECTION 1. CONCRETE BOXES FOR THE STORAGE OF FRESH FISH, MEAT, SALTED AND DRIED FISH.** Meat, fresh fish, dried and salted fish section at the Old Agora buildings shall be provided with concrete boxes wherein stallholders of the above-mentioned sections shall use as storage of their unsold stocks. Each stallholder of the aforementioned sections is entitled to occupy one (1) concrete box for his/her container to be kept safely. Vendors or stallholders occupying concrete boxes shall pay to the City Treasurer a rental fee of five pesos (P 5.00) per day. An official receipt shall be issued to the occupants of concrete boxes for the amount of rental he/she pays.

**SECTION 2. PEDDLING OR SELLING OUTSIDE THE PUBLIC MARKET SITE.** It shall be unlawful to any person to peddle or sell any agricultural or marine products, cooked foodstuffs or any article of commerce or merchandise in the passageways, sidewalks, or in any street around the market and within the market premises unless otherwise allowed by the management during special occasions. Any violation to the provisions of this section shall be fined of One Thousand Five Hundred Pesos (P1,500.00) and confiscation of items sold. For purposes of this section, the items confiscated shall be turned over to the Market Supervisor for custody. Upon presentation of the Official Receipt as proof of payment of the administrative fine herein prescribed, the Market Supervisor or his deputy shall return the confiscated items to the legitimate owner upon showing of proof of ownership thereof. In case of non-settlement, said items shall remain in the custody of the Market Supervisor and shall be used as evidence to the proper charge filed against the violator in a court of competent jurisdiction. In cases where highly perishable items are involved and such items are not redeemed after the lapse of three (3) hours from confiscation due to non-payment of fines mentioned thereat, the Market Supervisor or his deputy shall have the authority to bring said items in the presence of at least two (2) competent and credible witnesses to the Bureau of Jail Management and Penology (BJMP) for purposes of consumption for the detainees thereat.

**SECTION 3. LOAFING OR LOITERING, BEGGING AND GAMBLING IN THE MARKET PREMISES IS PROHIBITED.** No person who does not have legitimate business or transactions in the market shall idly sit, lounge, walk, lie, tarry, loaf or loiter in or about the premises of the market. No person shall likewise be permitted to solicit alms, voluntary contributions, or to sing or carol for handouts or dole outs within the market premises except during Christmas Seasons. Any form of gambling and the playing of "dama", domino, piat-piat or any other similar games are strictly prohibited within the market premises.

**SECTION 4. SMOKING AND DRINKING OF INTOXICATING DRINKS IN THE MARKET PREMISES.** Smoking and drinking of intoxicating beverages inside the market premise is strictly prohibited. Violation of this provision will be fined in the amount of Php 1,000.00.

**SECTION 5. PISSING IN THE MARKET AND MARKET PREMISES.** Pissing on the ornamental plants, public markets, and anywhere in the market premises is strictly prohibited



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except in the public toilets. Any violation of the provision of this section shall be fined one thousand pesos (P1,000.00).

**SECTION 6. ASTRAY ANIMALS.** Astray animals are not allowed inside the public market buildings, and public market stalls/spaces. Market personnel are hereby empowered to catch stray animals and turn-over to the proper authorities for custody and disposition.

**SECTION 7. BICYCLES, MOTORCYCLES, MOTORCABS, AND TRICYCLES ARE PROHIBITED INSIDE THE PUBLIC MARKET.** Entering of bicycles, motorcycles, motorcabs, and tricycles inside the Public Market are strictly prohibited. Market authorities/personnel are hereby empowered to impound the bicycles, motorcycles, motorcabs, and tricycles, entered inside the Public Market and shall be released only after payment of a fine of One Thousand Pesos (P1,000.00).

**SECTION 8. DWELLING WITHIN THE MARKET PREMISES.** Dwelling within the market premises, either permanent or temporary is strictly prohibited. Any person found dwelling within the market premises shall be immediately ejected. Should the person found violating this provision is a stallholder, in addition to ejectment, revocation of his lease shall be imposed.

**SECTION 9. ADDITIONAL CONSTRUCTION AND/OR MODIFICATION OF STALLS WITHIN THE MARKET AND MARKET PREMISES IS PROHIBITED.** No person is allowed to introduce improvements and/or cause any modification of stalls within the public market and market premises without prior approval from the city market committee. Any improvement and/or modification of stalls shall be demolished or removed by the government at the expense of the person responsible thereof. Any violation of the provision of this section shall be fined of One Thousand Five Hundred Pesos (P1,500.00) and cancellation of business permit.

**SECTION 10. PLAYING WITHIN THE MARKET PREMISES.** Playing of any form of games within the market premises is strictly prohibited.

**SECTION 11. ELECTRICAL INSTALLATION AND WATER CONNECTIONS.** It shall be unlawful for any lessee to remove, modify or install electrical wirings or water connections to their stall, room, booth, or space occupied without prior permit from the proper authorities. Stallholder must provide their own electric and water meters. All electrical and water connections, modifications, repairs, and/or maintenance thereof shall be done only by persons authorized by the proper authorities.

**SECTION 12. UNAUTHORIZED USE OF WATER AND ELECTRICITY FROM THE MARKET INSTALLATIONS.** It is unlawful for any person to use the water supply and electricity paid by the City Government without permission or approval from the market authorities. Any violation of the provision of this section shall be fined one thousand pesos (P1,000.00).

The stallholder or lessee shall have a separate installation of water and electricity for their use upon permission from the market authorities.

**SECTION 13. FIRE PREVENTION.** Fire extinguishers and other firefighting equipment must be placed strategically in the market premises to be determined by the City Government. Stallholders or lessees shall be required to have fire extinguishers or firefighting equipment in their stalls except in the wet section, vegetable and dried fish sections.



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**SECTION 14. USE OF DEFECTIVE AND/OR ALTERED INSTRUMENT OF WEIGHT AND MEASURES.** The use of defective, altered, uncalibrated and unsealed instrument of weight and measures is strictly prohibited in the buy and sell transaction within the market premises. The office of the Market Supervisor shall conduct regular inspection on the weight and measures in the public market. Fraudulent weight and measures shall be calibrated by the City Treasurer's Office in accordance with the provisions of the existing laws, rules and regulations. Any business establishments and/or businessmen found using defective, uncalibrated and unsealed instrument of weight and measures shall be fined one thousand two hundred pesos (P1,200.00).

**SECTION 15. ALTERATION OR FRAUDULENT USE OF INSTRUMENTS OF WEIGHTS OR MEASURES.** Any person who engages the business using weight or measure in the public market with fraudulent intent alter any scale or balance, weight or measure after it is officially sealed, or who knowingly uses any false scale or balance, weight or measure, whether sealed or not, shall be penalized in accordance with the pertinent provisions of existing rules and regulations pertaining weights and measures.

**SECTION 16. USE OF GOVERNMENT WEIGHING SCALES.** The use of weighing scales other than that of the city government is prohibited in the buy and sell of live animals within the public market and market premises.

**SECTION 17. LIMIT ON STALL AWARDED. EXCEPTION.** No person shall be allowed to lease more than one (1) stall, room, booth or space in the public market. However, if by the bona fide nature of his/her/its business, as shown in his/her/its DTI Registration, BIR Certificate of Registration and/or Articles of Incorporation and/or Partnership, that it will require a bigger space to operate, he/she/it will be allowed to lease more adjacent spaces subject to the exercise of the sound discretion of the market committee.

**SECTION 18. PROHIBITION ON STALL AWARDED.** No person shall operate business in the awarded stall, room, booth or space in the public market without first securing the permits required by the City Government and subject furthermore to the qualifications and disqualifications prescribed herein and other pertinent provisions of this ordinance. All applications and pertinent documents thereto for the award of stall shall be filed in the office of the market supervisor.

**SECTION 19. PERMITS/LICENSES REQUIRED.** It shall be unlawful for any person to engage business in the public market and market premises without necessary permit and license in accordance with existing laws, ordinances, rules and regulations. Failure to secure such particular requirement shall be sufficient ground for the closure and termination of lease to occupy the public market stall without prejudice to judicial action.

**SECTION 20. LESSEES OF STALLS.** Any person who is awarded the right to occupy the stall is obliged to strictly observe the terms and conditions stipulated in the contract of lease executed between him/her and the city government.

**SECTION 21. PROPER DISPLAY AND SAFEKEEPING OF MERCHANDISE.** All items, commodity or merchandise shall not be displayed or safe keep in the aisles and passageways of the market premises so as not to hamper, impede/obstruct, or give inconvenience/discomfort to the market goers and market cleaners.



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**SECTION 22. PEDDLING AND HAWKING.** No peddler and hawker shall be allowed to sell commodities or merchandise including agricultural and marine products along the roads, in the passageways, aisles, any open spaces, landscapes and islands within the market premises except in the areas designated by the Market Committee.

In case of violations to the prohibitions of this section, the subject items sold shall be confiscated and such confiscated commodities or products shall be brought to the Office of the Market Supervisor for custody. In case of no-settlement such item shall be used as evidence to whatever charges relative thereto filed in court of competent jurisdiction. In cases where highly perishable products are involved and no settlement was made within a period of three (3) hours from confiscation, the Market Supervisor or his deputy has the authority to bring said items or commodities after the lapse of the prescribed period in the presence of at least two (2) competent and credible witnesses to the Bureau of Jail Management and Penology (BJMP) for purposes of consumption for the detainees thereat.

**SECTION 23. STORAGE OF HIGHLY COMBUSTIBLE ARTICLES AND TOXIC SUBSTANCES.** Storage of highly combustible materials/articles and toxic substances inside the public market stalls, aisles, and passageways of the public market buildings without special permit from concerned agencies are strictly prohibited.

**SECTION 24. USE OF CONTAINERS.** Every vendor of fresh fish, or other marine products shall be allowed only one (1) plastic container with a dimension of three (3) feet by four (4) feet wherein the seller shall place his/her products for storage which shall fit in the concrete box for storage as provided under Section 1 of Chapter VIII hereof.

**SECTION 25. COOKING.** Cooking of food inside the Public Market and Tangub City Wet and Dry Market is strictly prohibited except for the heating of food to be served in the eatery section, but subject to the approval and strict regulation of the market authorities to prevent fire hazard and maintain cleanliness and sanitation in the market premises. However, cooking of food outside the Public Market maybe allowed only to carenderia/restaurants and the like, also in snack foods section.

**SECTION 26. PROTECTION OF COOKED/RAW FOODS.** Unprotected cooked/raw foods to be sold in the public market and its premises is strictly prohibited. Cooked/Raw foods offered for sale to the public should be protected at all times from any form of contamination's (e.g. vermin and dirt, etc.) which can make it unfit for human consumption.

**SECTION 27. MEAT AND MEAT PRODUCTS.** Meat and meat products, as defined in RA 9296 otherwise known as the Meat Inspection Code of the Philippines, shall not be displayed, served, or offered for sale without being inspected and properly stamped or branded and issued with meat inspection certificate by the City Meat Inspector.

**SECTION 28. SALE OF MARINE PRODUCTS.** Only fresh, live, or wholesome fish and marine products or dried, salted, smoked or fermented fish, and marine products which are safe for consumption shall be sold.

**SECTION 29. SKINNING OR SLICING OF FISH.** Skinning or slicing of big fish shall not be done in the stalls or tables where stocks are displayed to avoid trouble or inconvenience to the part of the people in the market and market premises. Skinning or slicing of fish should be done in an appropriate area designated by the market management for the purpose.



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**SECTION 30. DISPENSING AND SERVING INTOXICATING DRINKS.** No person or persons shall drink or dispense liquor or any intoxicating drink in the passageways of the public market. Any violation hereof shall be fined P2,000.00, such fine shall be paid to the City Treasurer or his authorized collectors. This is however without prejudice to the filing of proper charges in court punished under Section 4, Chapter IX of this Code in case of non-payment of the fine herein prescribed. In the case of a store owner, any violation of this section shall further mean revocation of the stallholder's license and lease of contract.

**SECTION 31. SALE OF ILLEGALLY ACQUIRED MERCHANDISE OR ARTICLE.** Selling of illegally acquired merchandise or articles in the public market is strictly prohibited.

**SECTION 32. STALLS USED OTHER THAN ITS PURPOSE OR STALLS ABANDONED FOR MORE THAN 30 CONSECUTIVE DAYS.** Any stall, room, booth, or space in the public market used other than what is being intended; or had been closed for more than 30 consecutive days without permission from the market authorities; or without paying the corresponding stall rental shall be considered abandoned. After due notice, the Market Committee shall declare such stall, room, booth or space abandoned and the lease contract hereof shall be revoked.

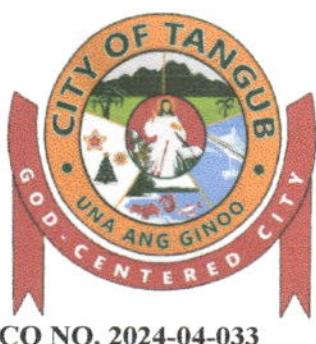
**SECTION 33. ABANDONED ARTICLES OF COMMERCE.** Any articles, merchandise, goods, wares or commodities abandoned or left in the premises of the public market after closure time shall be taken into custody by the market authorities for safekeeping. Such articles if claimed by the owner shall only be released upon payment of the amount corresponding to the cost of expenses incurred in the course of its safekeeping. However, if goods so abandoned are perishable and deteriorated after 24 hours of custody, such goods shall be disposed of properly. If the articles have not deteriorated, or such articles are not perishable and have not been claimed within a period of 72 hours such article shall be disposed of in accordance with existing laws, ordinances, or rules and regulations.

Leaving of highly perishable goods such as meat, fish and other seafood on the occupied tables or in the assigned garbage can is prohibited. Any person found to have violated the above-mentioned prohibition shall be liable under the penal provisions of this code without prejudice to the revocation of the lease if the person is a stallholder.

**SECTION 34. UNIFORM AND DECENT TRASH CANS.** It is hereby required that all stallholders in the public market shall provide their respective stalls with uniform and decent trash cans. For purposes of uniformity, all trash cans shall be painted with white paint inside and outside, and the size of the receptacle is similar to that of an empty can of a kerosene (taro) with a wooden stand in which at the top of it is the appropriate wooden cover. Violation of the provision of this section shall be fined one thousand pesos (P1,000.00) and such fine shall be paid to the City Treasurer's Office.

**SECTION 35. HEALTH CERTIFICATE.** For purposes of protecting public health, all stallholders in the public market, their sales girls/boys and helpers manning their business in the public market must secure health certificates from the City Health Office. They must likewise be clean and neat in their appearance.

**SECTION 36. THROWING OF GARBAGE IN THE MARKET AND ITS PREMISES.** Throwing of garbage or any form of waste anywhere in the public market and its premises other than the designated areas is strictly prohibited. Any violation of the provision of this section shall be fined one thousand pesos (P 1,000.00) and such fine shall be paid to the City Treasurer's Office.



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Provided however, that non-payment of the aforementioned fine is without prejudice to the filing of proper charge punished under Section 4, Chapter IX hereof.

**SECTION 37. RESISTANCE, ANNOYANCE, OBSTRUCTION OR IMPEDANCE TO MARKET EMPLOYEE OR PERSONNEL.** Resistance, annoyance, obstruction or impedance to any market employee or personnel while in the performance of their official duties/functions is strictly prohibited.

**SECTION 38. LOSS OR DAMAGE OF COMMODITIES OR INJURY TO STALLHOLDERS.** The City Government shall not be liable to any loss or damage of commodities or injury to the stallholders due to fire, theft, or force majeure in the course of their respective business operations.

It shall however be the duty of any market authority or his agent to apprehend any person actually committing any unlawful act or infraction of the Market Code in the market or in its compound and turn-over the culprit thereof to police authorities.

**SECTION 39. MARKET HOURS.** Public market business hours shall officially start at 4:00 o'clock ante meridian (A.M.) up to 9:00 o'clock post meridian (P.M.). As such, all public market stalls shall at least be opened at 4:00 o'clock dawn and be officially closed at 9:00 o'clock in the evening. However, this section may be observed with tolerance in meritorious cases and in special occasions when the need arises.

**CHAPTER IX  
OTHER MISCELLANEOUS PROVISIONS**

**SECTION 1.** The Market Committee may promulgate its own rules of procedure in the conduct of awarding of stalls.

**SECTION 2.** For efficient and effective interpretation of the provisions of this code and for purposes of uniform implementation, the executive department may promulgate rules and regulations implementing the Market Code.

**SECTION 3. PUBLIC MARKET DEVELOPMENT AND INVESTMENT PROMOTION.** Areas within the public market owned by the city government may be opened for private investment subject to the terms and conditions agreed by the city government and contracting party/ies and in accordance to the provisions of pertinent laws.

**SECTION 4. ISSUANCE OF CITATION TICKETS.** Any violation to the provisions of this code shall be issued with citation tickets to be settled in the City Treasurer's Office within 72 hours from the time of issuance.

**CHAPTER X  
PENAL PROVISIONS**

**SECTION 1. SURCHARGE FOR LATE PAYMENT.** Failure to pay the monthly or daily rental of stalls or space in the public market or in its premises within the prescribed time herein provided shall be subject to a surcharge of twenty five percent (25%) and a monthly interest of two percent (2%) but not exceeding seventy-two percent (72%) of the original amount of rental. Such surcharge and interest together with the basic rental shall be paid to the City Treasurer or his duly



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authorized representatives.

**SECTION 2. FINE/IMPRISONMENT.** Any violation to the provisions of this Code not herein otherwise covered by a specific penalty shall, upon conviction, be penalized by a fine not exceeding five thousand pesos (P5,000.00) or imprisonment not exceeding six (6) months, or both fine and imprisonment at the discretion of the court.

## CHAPTER XI FINAL PROVISIONS

**SECTION 1. REPEALING CLAUSE.** All ordinances, rules and regulations, or any part or parts thereof inconsistent with any of the provisions of this Code are hereby expressly repealed or modified accordingly.

**SECTION 2. SEPARABILITY CLAUSE.** If, for any reason or reasons, any portion or provision of this code shall be held to be invalid or unconstitutional by a competent court or by any higher authorities, other portions or provisions which are not affected thereby shall remain and continue to be in full force and effect.

**SECTION 3. EFFECTIVITY.** This Code shall take effect 15 days after its publication in a local newspaper of general circulation or after its posting in three (3) conspicuous places in the City whichever comes later.

ENACTED

APRIL 30, 2024

I HEREBY CERTIFY the correctness of the foregoing Ordinance No. 2024-04-032 which was duly enacted by the Sangguniang Panlungsod during the REGULAR Session held at the New SP Session Hall, Tangub City, Misamis Occidental on April 30, 2024.

ELISEA A. LORENTON  
College Department Head  
Acting SP Secretary

ATTESTED:

TITO B. DECINA  
City Vice-Mayor  
Presiding Officer

APPROVED:

SABINIANO S. CANAMA  
City Mayor

Date of Approval: 05-28-2024