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**CITY OF NAGA:-**

## RATIONALE

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**SECTION 1.** - The stalls constructed within the City Hall Business Center is offered for lease or rent at a monthly rental fee of P1,500/stall/month commencing upon the execution of the Lease Contract with an annual increase of 10% per annum shall be imposed automatically upon execution of the Contract. The scheme of the said rental fees and increase/annum, is hereto quoted:

Year	Amount of Rent	Increase/ Annum	Rent/Day @22 days/mo.
1	1,500.00		68.18
2	1,650.00	150.00	75.00
3	1,815.00	165.00	82.50
4	1,996.50	181.50	90.75
5	2,196.15	199.65	99.83
6	2,415.77	219.62	109.81
7	2,657.34	241.58	120.79
8	2,923.08	265.73	132.87
9	3,215.38	292.31	146.15
10	3,536.92	321.54	160.77

- Selling of food & non-alcoholic beverages
- Selling of souvenir/pasalubong items
- Photocopying/duplicating services

However, only ready to eat food for meals and snacks may be brought to the occupied stalls or food carts except for slow and simple cooking foods such as hotdogs, burgers, French fries, pizza pies, fish balls and the like which will be allowed to be cooked on the spot, because it involves little preparation and emits less or no foul odor.

**SECTION 3. - Qualifications of a qualified stall operator: -**

- a) A bonafide resident and registered voter of the city;
- b) With business license issued by the City Government of Naga;
- c) **1<sup>st</sup> preference** - a current business operator in the City Hall Compound for the last three (3) years; **2<sup>nd</sup> preference** - a new and first time business entrepreneur so as to give chance to these new investors and provide additional employment opportunities; and the **3<sup>rd</sup> preference** - are those that shall promote and exemplify the local products of the city in particular and the Bicol Region in general;
- d) With a capacity to pay rent and sustain other expenses in the utilization of the stall and the business center;

**SECTION 4. -** It shall be the obligations and responsibilities of the following, to wit:

**CITY GOVERNMENT OF NAGA AS LESSOR**

- 1. To facilitate the installation of water connection with MNWD and Electrical connections with CASURECO II for all the stalls;
- 2. Assume all necessary repairs on account of fair wear and tear including damages brought about by force majeure;
- 3. Ensure that all existing canteens/food joints, photocopying outlets and other business ventures within the City Hall Compound be transferred to the allocated stalls if awarded the contract;
- 4. Prohibiting new vendors, peddlers and all other merchants from setting-up business within the City Hall compound other than at the Naga City Hall Business Center;
- 5. Provide security for the stalls especially during weekends, holidays and night-time.

**LESSEE**

- 1. Refrain from adding any margin of profit out of the rental rate approved by the city;
- 2. Ensure the proper utilization of the facility by monitoring the activities of stallholders and supervising over the daily maintenance of cleanliness of the City Hall Business Center;
- 3. Ensure prompt payment of rental and monthly utility bills per stall;
- 4. Report to the city any and all damages to the facility for immediate and proper action;
- 5. Prohibit stallholders from sub-leasing, transferring or selling to other persons or entities the rights to occupy the stall.

However, in an event that a cooperative, association or federation offer to lease the entire stalls, they must strictly abide with the rules and regulations imposed under this ordinance. Provided however, that the said cooperative, association or federation must be duly registered with the Securities & Exchange Commission (SEC) and seek city accreditation.

Furthermore, after it will be awarded to the winning cooperative, association or federation they shall now have the right to accept applications from among their members or any applicants who possesses the qualifications imposed under this ordinance, evaluate applicants, award stalls and enter into a contract with eligible applicants.

**SECTION 5.** - Any ordinance, resolution or order, rules and regulations found inconsistent with any provision of this ordinance are hereby repealed, modified and/or amended accordingly.

**SECTION 6.** - This ordinance shall take effect upon its approval and after publications in a local newspaper of local circulation.

ENACTED: September 13, 2011.

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**WE HEREBY CERTIFY** to the correctness of the foregoing ordinance.

**GIL A. DE LA TORRE**  
Secretary to the  
Sangguniang Panlungsod

**GABRIEL H. BORDADO, JR.**  
City Vice Mayor &  
Presiding Officer

APPROVED:

**JOHN G. BONGAT**  
City Mayor