



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref. no.3/4/1/5

2018-03-24

## NOTICE OF THE 16<sup>TH</sup> MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY WEDNESDAY, 2018-03-28 AT 10:00

**TO** The Speaker, Cllr DD Joubert [Chairperson]  
The Executive Mayor, Ald G Van Deventer (Ms)  
The Deputy Executive Mayor, Cllr N Jindela

<b>COUNCILLORS</b>	F Adams	MC Johnson
	DS Arends	NS Louw
	FJ Badenhorst	N Mananga-Gugushe (Ms)
	GN Bakubaku-Vos (Ms)	C Manuel
	FT Bangani-Menziwa (Ms)	LM Mqeba
	PW Biscombe	NE McOmbring (Ms)
	PR Crawley (Ms)	XL Mdemka (Ms)
	A Crombie (Ms)	RS Nalumango (Ms)
	JN De Villiers	N Olayi
	MB De Wet	MD Oliphant
	R Du Toit (Ms)	SA Peters
	A Florence	WC Petersen (Ms)
	AR Frazenburg	MM Pietersen
	E Fredericks (Ms)	WF Pietersen
	E Groenewald (Ms)	SR Schäfer
	JG Hamilton	Ald JP Serdyn (Ms)
	AJ Hanekom	N Sinkinya (Ms)
	DA Hendrickse	P Sitshoti (Ms)
	JK Hendriks	Q Smit
	LK Horsband (Ms)	E Vermeulen (Ms)

Notice is hereby given in terms of Section 29, read with Section 18(2) of the *Local Government: Municipal Structures Act, 117 of 1998*, as amended, that the **16<sup>TH</sup> MEETING** of the **COUNCIL** of **STELLENBOSCH MUNICIPALITY** will be held in the **COUNCIL CHAMBER, TOWN HOUSE, PLEIN STREET, STELLENBOSCH** on **WEDNESDAY, 2018-03-28** at **10:00** to consider the items on the Agenda.

**SPEAKER**  
**DD JOUBERT**

# Vol 3

**A G E N D A**  
**16<sup>TH</sup> MEETING OF THE COUNCIL**  
**OF STELLENBOSCH MUNICIPALITY**  
**2018-03-28**  
**TABLE OF CONTENTS**

<b>ITEM</b>	<b>SUBJECT</b>	<b>PAGE</b>
1.	<b>OPENING AND WELCOME</b>	
2.	<b>COMMUNICATIONS</b>	
2.1	MAYORAL ADDRESS	
2.2	COMMUNICATION BY THE SPEAKER	
2.3	COMMUNICATION BY THE MUNICIPAL MANAGER	
3.	<b>OFFICIAL NOTICES</b>	
3.1	DISCLOSURE OF INTERESTS	
3.2	APPLICATIONS FOR LEAVE OF ABSENCE	
4.	<b>CONFIRMATION OF MINUTES</b>	
4.1	The minutes of the 15 <sup>th</sup> Council Meeting: 2018-01-24 refers. (The minutes are distributed under separate cover as an <b>APPENDIX</b> ). <b>FOR CONFIRMATION</b>	
5.	<b>STATUTORY MATTERS</b>	
	NONE	
6.	REPORT/S BY THE MUNICIPAL MANAGER RE OUTSTANDING RESOLUTIONS TAKEN AT PREVIOUS COUNCIL MEETINGS (APPENDIX 1)	
7.	<b>CONSIDERATION OF ITEMS BY THE EXECUTIVE MAYOR: MAYCO ON 2018-02-14 &amp; 2018-03-14: [ALD G VAN DEVENTER (MS)]</b>	
7.1	<b>COMMUNITY DEVELOPMENT AND COMMUNITY SERVICES: [PC: CLLR AR FRAZENBURG]</b>	
	NONE	
7.2	<b>CORPORATE AND STRATEGIC SERVICES: (PC: CLLR E GROENEWALD (MS))</b>	
	NONE	
7.3	<b>ECONOMIC DEVELOPMENT AND PLANNING: (PC: ALD JP SERDYN (MS))</b>	
7.3.1	IDENTIFICATION OF LAND FOR EMERGENCY HOUSING ( <b>Appendix 1</b> )	18
7.4	<b>FINANCIAL SERVICES: (PC: CLLR S PETERS)</b>	
7.4.1	MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR JANUARY 2018	50
7.5	<b>HUMAN SETTLEMENTS: (PC: CLLR PW BISCOMBE)</b>	
7.5.1	PROPOSED POLICY ON THE MANAGEMENT OF STELLENBOSCH MUNICIPALITY'S IMMOVABLE PROPERTY ( <b>Appendices 1-3</b> ) ( <b>Kindly note that Appendix 3 is the updated Policy</b> )	52
7.5.2	STELLENBOSCH MUNICIPALITY: HOUSING PIPELINE (ANNUAL REVIEW 2018-2021) ( <b>Annexure 1</b> )	107
7.5.3	KAYAMANDI TOWN CENTRE REDEVELOPMENT PROJECT: FEASIBILITY REPORT ( <b>Annexures 1-3</b> )	129
7.6	<b>INFRASTRUCTURE: (PC: CLLR J DE VILLIERS)</b>	
7.6.1	SECTION 78(2) REPORT FOR THE EXPANSION OF THE SOLID WASTE LANDFILL SITE	276
7.6.2	SECTION 78(2) REPORT ON THE PROVIDING OF SUFFICIENT PUBLIC PARKING ( <b>Annexure 1</b> )	286
7.6.3	PNIEL ELECTRICITY NETWORK TAKEOVER FROM DRAKENSTEIN MUNICIPALITY: PROJECT TIMELINE AND MOU ( <b>Annexures A-B</b> )	319
7.6.4	UPDATE REPORT ON THE DROUGHT SITUATION AS WELL AS THE COSTING THEREOF	338
7.7	<b>PARKS, OPEN SPACES AND ENVIRONMENT: (PC: CLLR N JINDELA)</b>	
	NONE	
7.8	<b>PROTECTION SERVICES: (PC: CLLR Q SMIT)</b>	
	NONE	
7.9	<b>YOUTH, SPORTS AND CULTURE: (PC: CLLR XL MDEMKA (MS))</b>	
	NONE	

ITEM	SUBJECT	PAGE
<b>8.</b>	<b>CONSIDERATION OF ITEMS, REPORTS, COMMUNICATIONS, PETITIONS AND APPLICATIONS SUBMITTED VIA THE OFFICE OF THE MUNICIPAL MANAGER</b>	
<b>8.1</b>	<b>MUNICIPAL PUBLIC ACCOUNTS COMMITTEE (MPAC): 2018-03-20 [CLLR WF PIETERSEN]</b>	
8.1.1	CONSIDERATION OF UNFORESEEN EXPENDITURE FOR THE REPAIRS AT CLOETESVILLE SPORTS GROUNDS ( <b>Annexures A-F</b> )	349
8.1.2	REPEAL OF COUNCIL RESOLUTION IN REGARD TO ADDITIONAL DAY'S LEAVE TO STAFF ( <b>Annexures A-E</b> )	384
8.1.3	RATIFICATION OF THE APPOINTMENT OF ROYAL HASKONING DHV FOR THE MULTI-DISCIPLINARY CONSULTANCY SERVICES FOR THE EXTENSION OF WEMMERSHOEK WWTW	413
<b>8.2</b>	<b>OFFICE OF THE MUNICIPAL MANAGER: [MS G METTLER]</b>	
8.2.1	INTERNAL AUDIT CHARTER	416
8.2.2	AUDIT AND PERFORMANCE AUDIT COMMITTEE CHARTER	425
<b>8.3</b>	<b>ECONOMIC DEVELOPMENT AND PLANNING SERVICES: [CLLR JP SERDYN (MS)]</b>	
8.3.1	EARLY CHILDHOOD DEVELOPMENT POLICY ( <b>Annexure A</b> )	443
8.3.2	STELLENBOSCH MUNICIPALITY NOISE CONTROL POLICY ( <b>Annexure A</b> )	476
8.3.3	STELLENBOSCH MUNICIPALITY DRAFT AIR QUALITY BY-LAW ( <b>Annexure A</b> )	530
<b>8.4</b>	<b>HUMAN SETTLEMENTS: [CLLR PW BISCOMBE]</b>	
8.4.1	EXTENTION OF CONTRACT PERIOD: TEMPORARY PROJECT MANAGER IN DIRECTORATE: HUMAN SETTLEMENTS TASKED WITH FORESTRY VILLAGES	557
8.4.2	FUTURE UTILIZATION OF EX-KLEINE LIBERTAS THEATRE SITE: CONSIDERATION OF INPUTS RECEIVED	566
8.4.3	QUO VADIS: MILLSTREAM CORRIDOR ( <b>APPENDICES 1-16 DISTRIBUTED UNDER SEPARATE COVER</b> )	777
<b>9.</b>	<b>MATTERS FOR NOTIFICATION</b>	
<b>9.1</b>	<b>REPORT/S BY THE EXECUTIVE MAYOR</b>	
	NONE	
<b>9.2</b>	<b>REPORT/S BY THE SPEAKER</b>	
	NONE	
<b>9.3</b>	<b>REPORT/S BY THE MUNICIPAL MANAGER</b>	
	NONE	
<b>10.</b>	<b>CONSIDERATION OF NOTICES OF QUESTIONS AND NOTICES OF MOTIONS RECEIVED BY THE SPEAKER</b>	
10.1	MOTION: EARLY TERMINATION OF LEASE AGREEMENT: KWV (PTY) LTD: LEASE FARM 369P, STELLENBOSCH	789
10.2	QUESTION 1: CLLR F ADAMS: A BREAKDOWN OF STAFF EXITING THE INSTITUTION SINCE 01 MARCH 2017, AS WELL AS THE T-LEVELS, GENDER, RACE, DESIGNATION AND DEPARTMENTS ( <b>Appendices 1-2</b> )	790
10.3	QUESTION 2: CLLR F ADAMS: BREAKDOWN OF ALL DISCIPLINARY CASES OF COUNCILLORS HANDLED BY ADV. ETIENNE VERMAAK AND SUBSEQUENT COST TO THE MUNICIPALITY ( <b>Appendices 1-2</b> )	791
10.4	QUESTION 1: CLLR DA HENDRICKSE: THE AMOUNT OF PEOPLE PER DEPARTMENT THAT LEFT THE SERVICES OF STELLENBOSCH MUNICIPALITY SINCE AUGUST 2016 ( <b>Appendices 1-2</b> )	792
10.5	QUESTION 2: CLLR DA HENDRICKSE: THE STATUS OF THE CONTRACTS CONCLUDED WITH THE VARIOUS SPORTS COUNCILS AND VAN DER STEL SPORTS CLUB ( <b>Appendices 1-2</b> )	793
<b>11.</b>	<b>CONSIDERATION OF URGENT MOTIONS</b>	
<b>12.</b>	<b>URGENT MATTERS SUBMITTED BY THE MUNICIPAL MANAGER</b>	
<b>13.</b>	<b>CONSIDERATION OF REPORTS</b>	
<b>13.1</b>	<b>REPORTS SUBMITTED BY THE SPEAKER</b>	
13.1.1	REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR A FRAZENBURG	794
13.1.2	REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR F ADAMS	798
13.1.3	REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR P SITSHOTI	801
13.1.4	REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR DA HENDRICKSE	804
13.1.5	REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR R DU TOIT	807
13.1.6	REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR WC PETERSEN	811
<b>13.2</b>	<b>REPORTS SUBMITTED BY THE EXECUTIVE MAYOR</b>	
	NONE	
<b>14.</b>	<b>MATTERS TO BE CONSIDERED IN-COMMITTEE</b>	
	SEE PINK DOCUMENTATION	

THE ITEMS BELOW SERVED AT THE SPECIAL MAYCO: 2018-03-22  
AND IS DISTRIBUTED UNDER SEPARATE COVER

ITEM	SUBJECT	PAGE
7.	<b>CONSIDERATION OF ITEMS BY THE EXECUTIVE MAYOR: [ALD G VAN DEVENTER (MS)]</b>	
7.1	<b>COMMUNITY DEVELOPMENT AND COMMUNITY SERVICES: [PC: CLLR AR FRAZENBURG]</b>	
	NONE	
7.2	<b>CORPORATE AND STRATEGIC SERVICES: [PC: CLLR E GROENEWALD (MS)]</b>	
7.2.1	ADOPTION OF REVISED SYSTEM OF DELEGATIONS	
7.2.2	MFMA SECTION 116(3) – PROPOSAL TO AMEND THE CURRENT ICT CONTRACTS FOR SOFTWARE LICENCE AND SUPPORT AGREEMENTS FOR A PERIOD OF TWELVE MONTHS, EFFECTIVE FROM 01 JULY 2018 TO 30 JUNE 2019	
7.2.3	TABLING OF DRAFT REVIEW OF THE FOURTH GENERATION IDP (2017/18 – 2021/2022)	
7.2.4	MUNICIPAL PUBLIC ACCOUNTS COMMITTEE (MPAC) OVERSIGHT REPORT ON THE ANNUAL REPORT 2016/17	
7.3	<b>ECONOMIC DEVELOPMENT AND PLANNING: [PC: ALD JP SERDYN (MS)]</b>	
7.3.1	APPOINTMENT OF A STRATEGIC ADVISORY COMMITTEE: POLICY ON THE MANAGEMENT OF MUNICIPAL AGRICULTURAL LAND	
7.3.2	TABLING OF DRAFT REVIEW OF THE SPATIAL DEVELOPMENT FRAMEWORK 2018	
7.4	<b>FINANCIAL SERVICES: (PC: CLLR S PETERS)</b>	
7.4.1	MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK (MTREF) 2018/19-2020/21 <b>(ITEM AND APPENDICES WILL BE DISTRIBUTED UNDER SEPARATE COVER)</b>	
7.4.2	PROPOSED WRITE-OFF OF IRRECOVERABLE DEBT OF THE STELLENBOSCH GOLF CLUB	
7.4.3	AMENDMENT TO THE CURRENT CONTRACT OF HCB PROPERTY VALUATIONS FOR THE RENDERING OF ALL INTERIM VALUATIONS TILL THE END OF THE GENERAL VALUATION CYCLE PERIOD ENDING 30 JUNE 2021	
7.5	<b>HUMAN SETTLEMENTS: (PC: CLLR PW BISCOMBE)</b>	
7.5.1	PROPOSED EXCHANGE OF LAND A PORTION OF FARM 183 (CLOSED STREET) FOR A PORTION OF FARM 183/7: WOODMILL DEVELOPMENT PROJECT	
7.6	<b>INFRASTRUCTURE: (PC: CLLR J DE VILLIERS)</b>	
	NONE	
7.7	<b>PARKS, OPEN SPACES AND ENVIRONMENT: (PC: CLLR N JINDELA)</b>	
7.7.1	FUTURE USAGE OF BRÜMMER PARK	
7.8	<b>PROTECTION SERVICES: (PC: CLLR Q SMIT)</b>	
7.8.1	DISASTER SECTOR PLAN	
7.8.2	PROGRESS REPORT ON THE INSTALLATION OF SMOKE ALARM DETECTORS PROJECT	
7.9	<b>YOUTH, SPORTS AND CULTURE: (PC: CLLR XL MDEMKA (MS))</b>	
	NONE	
7.10	<b>REPORTS SUBMITTED BY THE MUNICIPAL MANAGER</b>	
7.10.1	RECRUITMENT AND SELECTION PROCESS OF THE DIRECTOR PLANNING AND ECONOMIC DEVELOPMENT AND CHIEF FINANCIAL OFFICER	
7.10.2	DECISIONS TAKEN BY DIRECTORATES IN TERMS OF DELEGATED AUTHORITY: JANUARY 2018 – FEBRUARY 2018	

<b>10.</b>	<b>CONSIDERATION OF NOTICES OF QUESTIONS AND NOTICES OF MOTIONS RECEIVED BY THE SPEAKER</b>
<b>10.1</b>	<b>MOTION BY COUNCILLOR DA HENDRICKSE: EARLY TERMINATION OF LEASE AGREEMENT: KWV (PTY) LTD: LEASE FARM 369P, STELLENBOSCH</b>

**Background:**

A Notice of a Motion, dated 2017-08-07, which was received from Councillor DA Hendrickse regarding the early termination of lease agreement: KWV (Pty) Ltd: Lease Farm 369P Stellenbosch, was tabled at the 11<sup>TH</sup> COUNCIL MEETING: 2017-08-30.

During debate on the matter, the Executive Mayor, Ald G van Deventer (Ms) raised a Point of Order in terms of Rule 18.7 of the Rules of Order By-law, to the effect that this matter be referred to the Human Settlements Portfolio Committee.

The Speaker then RULED that this Motion be referred to the Human Settlements Portfolio Committee.

The matter was subsequently presented to the Mayoral Committee at its meeting of 2018-03-14, where it was

Resolved

*“that this matter be withdrawn and be referred to Council for consideration”.*

As a result,

This Notice of a Motion, dated 2017-08-07, received from Councillor DA Hendrickse regarding the early termination of lease agreement: KWV (Pty) Ltd: Lease Farm 369P Stellenbosch, and all appendices that formed part of the item to the Mayoral Committee meeting dated 2018-03-14, are attached.

**FOR CONSIDERATION**

<b>Meeting:</b>	16 <sup>th</sup> Council meeting: 2018-03-28	<b>Submitted by Directorate:</b>	Office of the Municipal Manager
<b>Ref No:</b>	3/4/1/4	<b>Author:</b>	Municipal Manager: (Ms G Mettler)
<b>Collab:</b>		<b>Referred from:</b>	Mayco meeting: 2018-03-14

# **APPENDIX 1**

5.5.3	<b>NOTICE OF MOTION: EARLY TERMINATION OF LEASE AGREEMENT: KVV (PTY) LTD: LEASE FARM 369P, STELLENBOSCH</b>
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Collaborator No: **571382**  
 IDP KPA Ref No:  
 Meeting Date: **14 March 2018**

**1. SUBJECT:**

**NOTICE OF MOTION: EARLY TERMINATION OF LEASE AGREEMENT: KVV (PTY) LTD: LEASE FARM 369P, STELLENBOSCH**

**2 PURPOSE**

The purpose of this item is to consider a Notice of Motion submitted by Cllr D.A Hendrickse.

**3. DELEGATED AUTHORITY**

There is no specific delegation in place dealing with the early termination of long term lease agreements, where the Lessee is not at fault. By default the decision making power is therefor with the Municipal Council.

**4. EXECUTIVE SUMMARY**

Cllr Hendrickse submitted a Notice of Motion at the Council meeting held on 30 August 2017, recommending that the Municipal Manager be instructed to cancel the lease agreement with KVV, as they are a foreign-owned company.

As KVV is not in default, Council will have to prove that they need the land for *bona fide* municipal purposes, in which case a process of early termination can be considered.

**5. RECOMMENDATION**

That, until such time as the land in question has been earmarked for urban development, the existing contract not be terminated.

**6. DISCUSSION / CONTENTS**

**6.1. Background**

**6.1.1 Lease Agreement**

On 1991-04-01 Stellenbosch Municipality and KVV (Pty) Ltd concluded a Long Term Lease Agreement in relation to lease farm 369P a copy of which is attached as **APPENDIX 1**.

**6.1.2 Motion by Councillor Hendrickse**

At the Council meeting held on 2017-08-30 Councillor Hendrickse submitted a Notice of Motion a copy of which is attached as **APPENDIX 2**.

Having considered the motion, and after a point of order was raised by the Executive Mayor, the Speaker ruled that the motion be referred to the Human Settlements Portfolio Committee.

## 6.2 Discussion

### 6.2.1 Lease Agreement

On 1991-04-01 Stellenbosch Municipality and KWV (Pty) Ltd, now doing business as La Concorde S.A (Pty) Ltd, concluded a Long term Lease Agreement in relation to Lease Farm 369P, measuring 60.5ha in extent.

The contract is for a period of 50 years, and will expire on 31 March 2041.

In terms of clause 20.1.5 of the Lease Agreement the Municipality can, after following due process, terminate the Lease Agreement, should the Municipality need the land for *bona fide* municipal purposes, which includes township establishment; on condition that a 12 month written notice be served on the Lessee.

### 6.2.2 Legislation prohibiting the leasing of municipal land to foreign-owned companies

In the motion Cllr Hendrickse indicates that “*current legislation prohibits the Stellenbosch Municipality from leasing or selling municipal owned properties to foreign-owned companies and individuals*”.

This department is not aware of any such legislation.

### 6.2.3 Location and context: Urban Edge

Lease Farm 369P is situated to the north of Paradyskloof and south of Brandwacht, as shown on Fig 1 and 2 respectively.



Fig 1: Location and context: Lease Farm 369





Fig 2: Lease Farm 369P

As can be seen from Fig 3, the area is currently outside the urban edge, i.e. it has (to date) not been identified for township establishment/urban development.



Fig 3: Urban edge

**6.3. Financial Implications**

There is no financial implications should the recommendations as set out in the report be accepted. Should Council, however, decide to terminate the Lease Agreement, the annual financial lost (based on current lease amounts) will be approximately R 126 720.17 (R 111 158.04 + R 15 562.13 VAT) per annum.

**6.4 Legal Implications**

The recommendations in this report comply with Council's policies and all applicable legislation.

It is also in line with the contractual situation.

**6.5 Staff Implications**

This report has no staff implications to the Municipality.

**6.6 Previous / Relevant Council Resolutions:**

As has been indicated above, the Notice of Motion was considered by Council. No decision on the content, however, has been taken. The Speaker has ruled that the matter be referred to the Human Settlements Portfolio Committee.

The Portfolio Committee however, has no delegated authority to decide on the matter. Only the Municipal Council can decide on whether to amend the urban edge and, by implication, to terminate the lease agreement for the purpose of *bona fide* municipal purposes (which includes township establishment).

**6.7 Risk Implications**

This report has no risk implications for the Municipality.

**6.8 Comments from Senior Management:****6.8.1 Director: Infrastructure Services**

Agree with the recommendations.

**6.8.2 Director: Planning and Economic Development**

This directorate supports the recommendations and agrees that there is no immediate need for cancellation of the lease, in view of the effective use of the property in keeping with the purpose of the lease and the fact that the future use of the property for urban development purposes has not yet been approved by Council. A minor portion of the property will be required for road access and development purposes in order to reduce congestion on intersections leading to Paradyskloof, but these do not affect the lease.

**6.8.3 Legal Services:**

The item and recommendation is supported.

**ANNEXURES**

- A: Lease Agreement**
- B: Notice of motion**
- C: Council resolution**

**FOR FURTHER DETAILS CONTACT:**

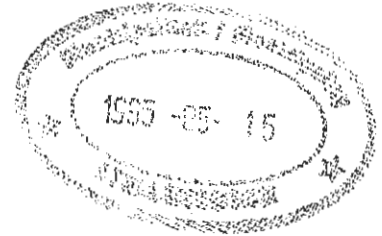
<b>NAME</b>	<i>Piet Smit</i>
<b>POSITION</b>	<i>Manager: Property Management</i>
<b>DIRECTORATE</b>	<i>Human Settlement &amp; Property Management</i>
<b>CONTACT NUMBERS</b>	<i>021-8088189</i>
<b>E-MAIL ADDRESS</b>	<a href="mailto:Piet.smit@ Stellenbosch.gov.za"><u>Piet.smit@Stellenbosch.gov.za</u></a>
<b>REPORT DATE</b>	<i>2017-09-29</i>

**DIRECTOR: HUMAN SETTLEMENT & PROPERTY MANAGEMENT**

The contents of this report have been discussed with the Portfolio Committee Chairperson and the Councillor agrees with the recommendations.

# **ANNEXURE 1**

**MEMORANDUM VAN HUUROOREENKOMS**



Aangegaan deur en tussen

**DIE MUNISIPALITEIT STELLENBOSCH**

hierin verteenwoordig deur

**GERHARDUS MATTHYS STRYDOM EN ERASMUS PETRUS SMITH TALJAARD**

in hul onderskeie hoedanighede as Uitvoerende Hoof/Stadsklerk en/of Burgemeester van gemelde Munisipaliteit

("die **VERHUURDER**")

en **KO-OPERATIEWE WIJNBOUERS VERENIGING VAN ZUID AFRIKA BEPERKT**

hierin verteenwoordig deur **SCHALK WILLEM JOUBERT** IN SY HOEDANIGHEID  
AS SEKRETARIS VAN KWV

as synde die gevolmagdigde verteenwoordiger ingevolge 'n besluit van die

22 APRIL 1980  
gedateer waarvan 'n afskrif as Bylae A aangeheg is.

("die **HUURDER**")

**NADEMAAL** die **VERHUURDER** die eienaar is van die eiendom bekend as

**PLAAS NO 369 P**

**GROOT 62,70 HEKTAAR**

soos aangedui op die aangehegte kaart

("die **EIENDOM**")

A handwritten signature that appears to be "eye".

A handwritten signature consisting of a large, stylized initial "C" followed by "R".

**EN NADEMAAL** die **VERHUURDER** begerig is om die **EIENDOM** aan die **HUURDER** te verhuur en om 'n gedeelte van die verhuurde eiendom te laat inlyns ooreenkomstig die bepalings van die Besproeiingsraad ("die **BESPROEIINGSRAAD**") vir daardie distrik geproklameer by die Theewaterkloof Staatswaterskema ("die **SKEMA**") kragtens die bepalings van die Waterwet, Nr 54 van 1956 ("die **WET**")

**EN NADEMAAL** die **HUURDER** begerig is om die **EIENDOM** te huur en om die waterregte wat as gevolg van sodanige inlysting ten opsigte van die verhuurde eiendom verkry word, op die verhuurde eiendom aan te wend

**EN NADEMAAL** die verhuring van die **EIENDOM** aan die **HUURDER** sowel as die inlystingsvoorwaardes op 'n vergadering van die Stadsraad gehou op 1990-05-15 (item 3.1.B) goedgekeur is.

#### **NOU DERHALWE KOM DIE PARTYE ONDERLING SOOS VOLG OOREEN**

##### **1 TERMYN VAN VERHURING**

Die **VERHUURDER** verhuur hiermee aan die **HUURDER** die **EIENDOM** wat deur die **HUURDER** in huur aangeneem word vir 'n tydperk wat begin op die eerste (1) dag van April 1991 en afsluit op die 31ste dag van Maart 2041 dog is steeds onderworpe aan die bepalings van subklousules 4.4 (laat betaling), 13.1 (sessie), klousule 20 (opsegging) en die bepalings van Bylae B hiervan.

- 2** Die **VERHUURDER** onderneem om alles te doen, of te laat doen, om **25,0 hektaar** van die **EIENDOM**, of sodanige kleinere gedeelte wat goedgekeur mag word, soos uitgewys tussen die partye, kragtens die bepalings van die Wet by die **SKEMA** te laat inlyns vir die verkryging van besproeiingswater soos deur die Besproeiingsraad per hektaar toegesê.



3 Die **HURDER** sal geregtig wees om gedurende die huurtermyn in klousule 1 bepaal die waterregte wat as gevolg van sodanige inlysting verkry word ten opsigte van die verhuurde eiendom, op die verhuurde eiendom aan te wend op sodanige wyse soos goedgekeur deur die **VERHUURDER** en onderhewig aan alle terme en voorwaardes kragtens die bepalings van die Wet, of andersins bepaal, welke terme en voorwaardes aan die **HURDER** bekend is.

#### 4 **HURGELD, MUNISIPALE BELASTING EN INLYSTINGSKOSTE**

4.1 Die **HURDER** betaal eenmalig voor of op die 30ste dag van April 1992 by die kantoor van die Stadstesourier die bedrag van **R31 577,93** (welke bedrag bereken is vir die tydperk vanaf die datum waarop die ooreenkoms 'n aanvang neem tot die 31ste dag van Maart 1993. Die **HURDER** betaal daarna jaarliks voor of op die 31ste dag van Maart van elke daaropvolgende jaar die basiese huurgeld plus verhoging plus addisionele huurpremie soos bereken volgens die voorwaardes wat as Bylae B hierby aangeheg is;

4.2 Die **HURDER** sal verder aanspreeklik wees om op aanvraag deur die **VERHUURDER** die volgende bedrae ("Inlystingsgeld") aan die **VERHUURDER**, of sy genomineerde, te betaal, naamlik:

4.2.1 enige en alle belastings, heffings en vorderings van welke aard en omvang ookal gehef te word deur die Besproeiingsraad vir die gebied wat jurisdiksie het oor die verhuurde eiendom, die Departement van Waterwese en Bosbou of enige ander owerheidsliggaam, vir of ten opsigte van, maar nie uitsluitend nie -


4.2.2.1 bedryfs- en onderhoudskoste van die watervoorsieningskema;

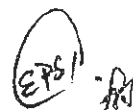
4.2.2.2 administratiewe koste;

4.2.2.3 verpligte bydraes ten opsigte van 'n reserwefonds;

4.2.2.4 verpligte bydraes tot die Waternavorsingsraad;

4.2.2.5 die aankoopprys van water uit die **SKEMA**;

  
69/91





- 4.2.2.6 voorlopige uitgawes en tussentydse heffings wat deur die Besproeiingsraad en/of die Departement van Waterwese en Bosbou, opgelê word; en
- 4.2.2.7 die **VERHUURDER** beskou die voorlegging van 'n rekening van die Besproeiingsraad en/of die Departement van Waterwese en Bosbou as afdoende stawende bewys van die bedrag wat deur die **HURDER** verskuldig is, opvallende foute en weglatings uitgesluit
- 4.3 Die **VERHUURDER** kan, indien nodig, vereis dat die **HURDER** 'n bankwaarborg of ander garansie verskaf wat vir die **VERHUURDER** aanneemlik is ten opsigte van die huurgeld en inlystingsgelde wat betaalbaar is, en in die geval van 'n **HURDER** wat 'n maatskappy, beslote korporasie of trust is, sal die direkteure, lede of trustees daarvan skriftelik, gesamentlik en afsonderlik, as borge en mede-hoofskuldenare aanspreeklik wees vir die huurgeld en inlystingsgelde wat betaalbaar is.
- 4.4 Enige huurgeld of inlystingsgelde wat na die vervaldatum in subklousule 4.1 en 4.2 vermeld deur die **HURDER** aangebied word, indien die **VERHUURDER** dit aanvaar, is onderworpe aan 'n rente wat maandeliks vooruit bereken sal word teen die standaardrentekoers soos artikel 214 van die Munisipale Ordonnansie, Ordonnansie nr 20 van 1974, soos gewysig of *enige ander toepaslike ordonnansie van tyd tot tyd bepaal* ten opsigte van elke maand of gedeelte daarvan.
- 4.5 Dit is 'n spesiale voorwaarde van hierdie ooreenkoms dat die **VERHUURDER** die reg voorbehou om hierdie ooreenkoms summier te kanselleer, sonder enige voorafgaande skriftelike kennisgewing, indien die **HURDER** sou versuim om enige verskuldigde huur- of inlystingsgeld binne sewe dae vanaf die vervaldatum te vereffen, en so 'n kansellering affekteer generwyse die reg van die **VERHUURDER** om enige bedrag wat die **HURDER** skuld of verskuldig mag word van hom te vorder nie.

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- 4.6 Die **HURDER** sal aanspreeklik wees om die belastings deur die Stadsraad op die **EIENDOM** gehef te betaal, onderworpe aan die voorwaardes en vereistes soos bepaal mag word in terme van die Munisipale Ordonnansie, Ordonnansie nr 20 van 1974, soos gewysig of enige ander vervangende of toepaslike ordonnansie.

5 **STREEKSDIENSTERAADHEFFING**

Die **HURDER** onderneem om alle heffings wat deur die Streeksdiensteraad op die **EIENDOM** gehef word, regstreeks aan daardie owerheid te betaal.

6 **MYN- EN ANDER REGTE**

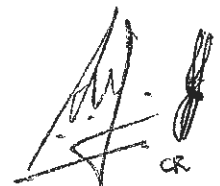
Die **VERHUURDER** behou voor alle regte op metale, minerale, steenkool, klip van alle soorte, klei en gruis, met inbegrip van die reg van toegang tot die eiendom te alle tye om sodanige metale, minerale of steenkool te myn of om klei, gruis en klip te verwyder, onderworpe aan 'n vermindering van die huurgeld in verhouding tot die oppervlakte wat deur die **VERHUURDER** vir sodanige mynwerk of verwydering teruggeneem word.

7 **BESKERMING VAN BOME**

- 7.1 Alle bome, wingerde of dergelike verbeteringe op die verhuurde perseel bly die eiendom van die **VERHUURDER** en mag nie deur die **HURDER** beskadig of verwyder word nie.
- 7.2 Die **HURDER** moet die geskrewe toestemming van die **VERHUURDER** vooraf verkry vir die verwydering van enige bome, wingerde en dergelike verbeteringe op 'n terrein wat hy vir verbouing nodig het, en as sodanige toestemming verleen word, behou die **VERHUURDER** die reg voor om oor die hout vir sy eie voordeel te beskik.



6/2/74

- 7.3 Die **VERHUURDER** behou die reg voor om deur sy amptenare periodieke inspeksies van bome, wingerde en dergelike verbeteringe op die eiendom uit te voer en om sodanige stappe ter beskerming daarvan te neem as wat hy nodig mag ag.
- 7.4 Die **VERHUURDER** behou die reg voor om self enige bome op die eiendom wat nie deur die **HURDER** aangeplant is nie, te kap en te verwyder, en hiervoor het hy vrye toegang tot die eiendom.
- 7.5 Die **HURDER** onderneem om geen mak wingerdstokke op die eiendom te plant nie, en enige wynkwota wat deur die Ko-operatiewe Wijnbouwers Vereniging van Zuid-Afrika Beperkt, aan die **EIENDOM** toegeken is, mag onder geen omstandighede met enige ander kwota gekonsolideer word nie, tensy die **VERHUURDER** dit vooraf goedkeur, met of sonder bepaalde voorwaardes.

## 8 WATERBRONNE

- 8.1 Die **VERHUURDER** waarborg geen voorraad van oppervlakte- of ondergrondse water nie.
- 8.2 Die **HURDER** onderneem om nie met fonteinne of met die natuurlike vloei van oppervlakte afloopwater in te meng nie deur kanale, vore of damme te bou of om enige ander werke uit te voer sonder die voorafverkreë skriftelike toestemming van die **VERHUURDER** nie, en vir die toepassing van hierdie subklousule is 'n opinie van die betrokke Staatsdepartemente en/of onderafdelings daarvan bindend en finaal.
- 8.3 Die **VERHUURDER** behou die reg voor om water op die **EIENDOM** op te gaar of om die gebruik van water uit fonteinne of strome te beperk, indien sodanige opgaring of beperking na sy mening noodsaaklik is ter beskerming van die regte van derde partye.
- 8.4 Die **HURDER** onderneem om alle strome, fonteinne of opgaarddamme teen besoedeling te beskerm, en om sodanige instruksies uit te voer as wat die **VERHUURDER** periodiek te dien einde mag uitreik.

  
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9 **GRONDBEWARING**


- 9.1 Die **HURDER** onderneem om die **EIENDOM** te gebruik deur die verbouing van die grond op 'n versigtige en sorgsame wyse, en ook om verswakking van die natuurlike vrugbaarheid en kwaliteit teen te werk.
- 9.2 Die **HURDER** onderneem om gronderosie teen te werk en om stiptelik uitvoering te gee aan die bepalings van enige grondbewaringskema wat volgens wet op die **EIENDOM** van toepassing mag wees, en te dien einde behou die **VERHUURDER** die reg voor om periodieke instruksies uit te reik.
- 9.3 Die **VERHUURDER** behou die reg voor om sodanige werke uit te voer as wat hy nodig mag ag vir die bestryding van gronderosie, en wel op die koste van die **HURDER** as laasgenoemde versuim om dit op die **VERHUURDER** se versoek te doen.
- 9.4 Die **HURDER** onderneem om geen sand, grond of gruis vanaf die **EIENDOM** vir verkoping of gebruik elders te verwyder nie.
- 9.5 Die **HURDER** onderneem om toe te sien dat geen vullis, rommel of afval op die **EIENDOM** gestort word nie.

10 **SKADELIKE GEWASSE**

- 10.1 Die **HURDER** onderneem om die **EIENDOM** van skadelike gewasse skoon te hou.
- 10.2 Die **VERHUURDER** behou die reg voor om sodanige stappe as wat hy dienlik mag ag, te doen ter verwydering van dergelike geproklameerde onkruid, en wel op die koste van die **HURDER** ingeval laasgenoemde versuim om dit op die **VERHUURDER** se versoek te doen.



16/8/11

11 **BRANDBESTRYDING**

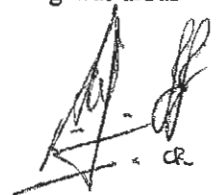
- 11.1 Die **HURDER** onderneem om die uiterste sorg uit te oefen ter beskerming van die **EIENDOM** teen veldbrande, en die **VERHUURDER** kan vereis dat die **HURDER** op sy eie koste sodanige brandpaaie bou as wat die **VERHUURDER** nodig mag ag.
- 11.2 Die **HURDER** is aanspreeklik vir vergoeding aan die **VERHUURDER** vir enige uitgawe aangeaan om brande te voorkom of te blus. Brandskade aan bome of ander plante op die **EIENDOM** wat aan die **VERHUURDER** behoort, word deur 'n taksateur wat deur die **VERHUURDER** aangestel en wie se bevinding bindend is, bepaal, en aan die **VERHUURDER** deur die **HURDER** vergoed.

12 **OMHEINING**

- 12.1 Die **HURDER** is verantwoordelik vir die oprigting en koste van enige omheining wat hy vir die beskerming van sy oeste of diere op die **EIENDOM** nodig mag ag.  $\gamma$
- 12.2 Omheining wat deur die **HURDER** opgerig word, kan binne een maand na die afloop van die huurooreenkoms verwyder word, maar die **VERHUURDER** kan uitstel vir sodanige verwydering verleen totdat die **EIENDOM** weer verhuur is om onderhandelinge met die opvolger vir die verkoping of oordrag daarvan moontlik te maak, met dien verstande dat die **VERHUURDER** eienaar van sodanige omheining word indien geen finale reëlings binne sestig dae vanaf die datum van herverhuring deur die **HURDER** getref is nie, en in so 'n geval is die **HURDER** nie geregtig tot enige vergoeding vir die omheining wat aldus deur hom verbeur is nie.

  
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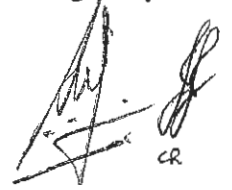
13 **ONDERVERHURINGS, SESSIES OF OORDRAGTE, ENS**

- 13.1 Die **HURDER** sal nie hierdie huuroorenkoms seeder of oordra nie, en onderverhuur nie die **EIENDOM** of enige deel daarvan sonder die voorafverkreë skriftelike toestemming van die **VERHUURDER** nie.
- 13.2 Die **VERHUURDER** kan 'n sertifikaat as bewys vereis dat 'n maatskappy, beslote korporasie of trust wat 'n **HURDER** is, wel as sodanig geregistreer is.
- 13.3 Dit word op rekord geplaas dat die **VERHUURDER** toestemming verleen vir die sessie en delegasie van hierdie huurkontrak aan en ten gunste van 'n erfgenaam of erfgename van die **HURDER** as sodanig deur die **HURDER** benoem.
- 13.4 By verandering van die beherende aandeelhouding of beherende belange in 'n maatskappy of beslote korporasie wat 'n **HURDER** is, of by verandering van direkteure of by likwidasie van die maatskappy of beslote korporasie of ingeval die maatskappy of beslote korporasie onder geregtelike bestuur geplaas word, bly die oorspronklike borge ten behoeve van die maatskappy of beslote korporasie gesamentlik en afsonderlik en as mede-hoofskuldenaars teenoor die **VERHUURDER** aanspreeklik, tensy die **VERHUURDER** op skriftelike aansoek van die **HURDER** toestem tot vervanging van sodanige borge.
- 13.5 Verandering van die beherende aandeelhouding of beherende ledebelang, direkteure of trustees van 'n maatskappy, beslote korporasie of 'n trust wat 'n **HURDER** is, word geag 'n onderverhuring te wees.

14 **GEBOU EN STRUKTURELE VERBETERINGE**

- 14.1 Enige gebou of strukturele verbeteringe wat op die **EIENDOM** by die aanvang van die huuroorenkoms bestaan, of mettertyd gedurende die huurtermyn opgerig mag word, sal deur die **HURDER** op sy eie koste hetsy binne of buite in 'n goeie toestand gehou word en wel tot die bevrediging van die **VERHUURDER** en indien die **HURDER** versuim om dit te doen kan die **VERHUURDER** sodanige reparasies as wat hy nodig mag ag, laat aanbring terwyl die **HURDER** vir die uitgawe aanspreeklik bly.





- 14.2 Geen nuwe gebou, struktuur of ander permanente verbetering sal op die **EIENDOM** aangebring, opgerig of uitgevoer word sonder die voorafverkreë skriftelike toestemming van die **VERHUURDER** nie, en sonder dat bouplanne ten opsigte van sodanige verbeteringe vooraf deur die **VERHUURDER** goedgekeur is nie en laasgenoemde kan gelas dat sodanige gebou, struktuur of verbetering wat inderdaad sonder sy skriftelike goedkeuring en toestemming opgerig, aangebring of gebou is deur die **HURDER** op sy eie koste verwyder word.
- 14.3 Goedgekeurde verbeteringe van 'n permanente aard sal deur die **HURDER** op sy eie risiko aangebring of opgerig word.
- 14.4 Die **VERHUURDER** sal enige geboue of ander verbeteringe wat by die aanvang van die huurtermyn op die **EIENDOM** is in sy uitsluitlike diskresie teen skade verseker en sodanige versekering instand hou, met dien verstande dat die **HURDER** verantwoordelik sal wees vir die volle kostes en premies verbonde aan sodanige versekering, en die **VERHUURDER** sal derhalwe die kostes en premies direk van die **HURDER** vorder.
- 14.5 Indien die **VERHUURDER** kontant van 'n versekeringsmaatskappy sou ontvang ter vergoeding van 'n eis ten opsigte van skade aan enige verbetering op die **EIENDOM** soos in subklousule 14.4 van hierdie ooreenkoms genoem, kan hy die verbetering herstel of die kontant hou, na gelang hy dit dienlik ag.
- 14.6 Behuising kan, met behoud van die bepalings van subklousules 14.1, 14.2, 14.3 en 14.4 van hierdie ooreenkoms aan werkers wat die **HURDER** op die **EIENDOM** in diens het, met inbegrip van hul onmiddellike afhanklikes, op die **EIENDOM** voorsien word, onderworpe aan die voorafverkreë skriftelike toestemming van die **VERHUURDER**, en die stiptelike nakoming van die bepalings en vereistes van die toepaslike wetgewing met betrekking tot behuising.
- Enige plakkery op die **EIENDOM** is ten strengste verbode.
- 14.7 Die **HURDER** sal geen reg of aanspraak hê of vergoeding kan eis ten opsigte van verbeteringe, met inbegrip van landboukundige verbeteringe wat tydens die huurtermyn op die **EIENDOM** aangebring is nie, en die **VERHUURDER** behou die reg voor om, by beëindiging van hierdie ooreenkoms ingevolge die

The bottom of the page contains three handwritten signatures and initials. From left to right: a signature with the date '1980' written below it; a circular stamp containing the number '2781' and the initials 'RJ' next to it; and a signature with the initials 'CR' written below it.

bepalings van klousule 3, subklousules 4.4, 20.1.1, 20.1.2 en 20.2 of andersins volgens sy eie diskresie en goeddunke te besluit of die **VERHUURDER** bereid is om die **HURDER** enigsins te vergoed vir sodanige verbeteringe. Voorts kan die **VERHUURDER** in die alternatief toestem tot die verwydering van enige verbetering binne 'n tydperk soos deur die **VERHUURDER** voorgeskryf, by gebreke waarvan die **HURDER** enige reg op verwydering van sodanige verbeteringe of enige verdere aanspraak van watter aard ook sal verbeur, ten gevolge waarvan die betrokke verbeteringe sonder enige aard van vergoeding die **EIENDOM** van die **VERHUURDER** word.

## 15 **BAKENS**

- 15.1 Deur die huurooreenkoms te onderteken erken die **HURDER** dat hy bewus is van die werklike ligging van alle bakens wat die **EIENDOM** se grense bepaal en enige onkunde of misverstand aan sy kant in hierdie verband raak nie die geldigheid van die huurooreenkoms of maak hom nie geregtig tot 'n vermindering van die buurgeld of tot kompensasie in enige vorm nie.
- 15.2 Indien enige bakens wat die grense van die **EIENDOM** bepaal na ondertekening van hierdie ooreenkoms nie gevind kan word nie, is die **HURDER** aanspreeklik vir alle opmetings- en ander kostes verbonde aan die herplasing van sodanige bakens.

## 16 **PAAIE**

Die **HURDER** onderneem om alle bestaande paaie op die **EIENDOM** in 'n goeie toestand te hou, en voorts om geen verdere paaie te bou of oop te maak sonder die voorafverkreë skriftelike toestemming van die **VERHUURDER** nie.

  
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17 **INSPEKSIES**

Die gemagtigde amptenare van die **VERHUURDER** kan te eniger tyd die **EIENDOM** betree om sodanige inspeksies as wat hulle nodig mag ag, uit te voor en om vas te stel of die voorwaardes en bepalings van die huurooreenkoms stiptelik nagekom word.

18 **ADVERTENSIE TEKENS**

Die **HURDER** sal geen advertensietekens hoegenaamd op die **EIENDOM** oprig nie, en sal ook nie toelaat dat sulke tekens opgerig word sonder die voorafverkreë skriftelike toestemming van die **VERHUURDER** nie.

19 **ERFDIENSBAARHEID EN VERJARING**

19.1 Die huur is onderworpe aan enige erfdiensbaarheid wat aan die **EIENDOM** kleef, en as dit te eniger tyd sou blyk dat die **VERHUURDER** nie daartoe geregtig was om die **EIENDOM** of enige deel daarvan te verhuur nie, het die **HURDER** geen eis vir skadevergoeding behalwe dat die huurgeld *pro rata* verminder word ten opsigte van daardie deel van die **EIENDOM** wat nie vir okkupasie of gebruik deur die **HURDER** beskikbaar is nie.

19.2 Die **HURDER** erken hiermee dat hy geen aanspraak op eiendomsreg by wyse van verjaring ten opsigte van die **EIENDOM** wat verhuur word sal verkry nie.

20 **OPSEGGING EN BEËINDIGING VAN HUUROOREENKOMS**

20.1 Die **VERHUURDER** kan, sonder om afbreuk te doen aan enige bepaling of vereistes van hierdie ooreenkoms, met spesifieke verwysing na die bepalings van klousule 4 hiervan, en nadat 'n skriftelike kennisgewing op die **HURDER** beteken is, hierdie ooreenkoms beëindig -





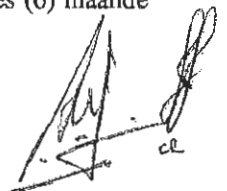


- 20.1.1 indien die **HURDER** versuim om enige voorwaarde of bepaling ten opsigte van hierdie ooreenkoms na te kom; of
- 20.1.2 indien die **VERHUURDER** daarvan oortuig is dat die **HURDER** die grond op onbehoorlike of onverantwoordelike wyse benut; of
- 20.1.3 indien die **VERHUURDER** daarvan oortuig is dat die **HURDER** deur sy handeling op die **EIENDOM** 'n oorlas vir ander uitmaak; of
- 20.1.4 indien die **HURDER** teenstrydig met enige bepaling van die soneringskema van die Munisipaliteit van Stellenbosch afgekondig by PK 73 van 1979-07-20, soos vervang of gewysig, optree; of
- 20.1.5 indien die **EIENDOM** in sy geheel of gedeeltelik vir *bona fide* munisipale doeleindes, waarby dorpstigting ingesluit is, benodig word

met dien verstande dat 'n grasiëperiode van hoogstens een (1) jaar in die gevalle soos in subklousules 20.1.1; 20.1.2; 20.1.3; 20.1.4 en 20.1.5 genoem aan die **HURDER** verleen word, ten einde die **HURDER** in staat te stel om die oeste wat op daardie stadium uitstaande mag wees te in, op voorwaarde dat die **HURDER** gedurende die grasiëperiode aan al die bepalings en vereistes van hierdie ooreenkoms, of ander voorwaardes wat die **VERHUURDER** in hierdie verband mag stel moet voldoen, by gebreke waarvan die toegestane grasiëperiode sonder verdere kennisgewing deur die **VERHUURDER**, in sy uitsluitlike diskresie, in heroorweging geneem sal word.

- 20.2 die **HURDER** kan, sonder om afbreuk te doen aan enige bepaling of vereiste van hierdie ooreenkoms, met spesifieke verwysing na subklousules 4.1, 4.2, 4.3 en klousule 24, hiervan, en nadat 'n skriftelike kennisgewing van ses (6) maande





deur die **HURDER** aan die **VERHUURDER** gegee is, hierdie ooreenkoms beëindig.

21 **SKADELOOSSTELLING**

Die **HURDER** onderneem hierby om die **VERHUURDER** te vrywaar en gevrywaar te hou teen alle gedinge, stappe, eise, vorderings, koste, skadevergoeding en uitgawes wat hehef, gebring of gemaak mag word teen die **VERHUURDER** of wat die **VERHUURDER** mag betaal, opdoen of aangaan as gevolg van enige handeling of versuim aan die kant van die **HURDER**, sy werknemers of persone wat onder sy beheer handel.

22 **KOSTE VAN OOREENKOMS**

22.1 Alle kostes wat deur die **VERHUURDER** aangegaan is vir die voorbereiding en opstel van hierdie ooreenkoms, plus die koste van die verhuringsadvertensie, opmetingskoste en ander toevallige uitgawes sal deur die **HURDER** gedra word, en die **HURDER** kan nie die korrektheid van die bedrag wat deur die **VERHUURDER** in hierdie verband geëis word, betwis nie.

22.2 Die huurooreenkoms sal slegs op die uitdruklike versoek van die **HURDER** en op sy koste notarieël verly en in die akteskantoor geregistreer word. Die **HURDER** moet in sodanige geval 'n deposito betaal soos deur die **VERHUURDER** bepaal ten opsigte van die kostes hierbo vermeld.

23 **ARBITRASIE**

23.1 Enige geskil wat te eniger tyd tussen die partye mag ontstaan in verband met enige aangeleentheid voorspruitende uit hierdie ooreenkoms, sal onderwerp word aan en besleg word deur arbitrasie.



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- 23.2 Iedere sodanige arbitrasie moet plaasvind -
- 23.2.1 te Stellenbosch;
- 23.2.2 op 'n informele summiere wyse sonder enige pleitstukke of blootlegging van dokumente en sonder die noodsaaklikheid om aan die strenge reëls van die bewysreg te voldoen;
- 23.2.3 onverwyld, met die oog daarop om dit af te handel binne drie (3) maande vanaf die datum waarop die geskil na arbitrasie verwys is;
- 23.2.4 onderworpe aan die bepalings van die Wet op Arbitrasie, no 42 van 1986, of sodanige ander Arbitrasiewette as wat van tyd tot tyd mag geld, behalwe waar die bepalings van hierdie klousule anders voorskryf.
- 23.3 Die arbiter moet 'n persoon wees op wie deur die partye onderling ooreengekom is en, by onstentenis van 'n ooreenkoms, een aangestel deur die diensdoenende President van die Wetsgenootskap van die Kaap die Goeie Hoop.
- 23.4 Die partye kom hiermee onherroeplik ooreen dat die beslissing van die arbiter in sodanige arbitrasieverrigtinge finaal en bindend op hulle sal wees.

#### 24 INVORDERINGSKOSTE

Indien die **VERHUURDER** opdrag aan sy prokureurs sou gee om enige gelde wat kragtens hierdie ooreenkoms betaalbaar is, op die **HUURDER** te verhaal, is die **HUURDER** aanspreeklik vir die betaling van alle koste deur die **VERHUURDER** in hierdie verband aangegaan, bereken op 'n prokureur/kliënt-basis.

✓  
16/10

ERSI  
AJ

16/10  
16/10

25 DOMICILIUM CITANDI ET EXECUTANDI

Die domicilium citandi et executandi van die HURDER vir die toepassing van hierdie ooreenkoms is:

La Concorde, Hoofstraat 57, Suider-Paarl 7646.  
(Postbus 528, Suider-Paarl 7624).

en die van die VERHUURDER

Stadhuis kompleks, Pleinstraat, Stellenbosch

GETEKEN TE STELLENBOSCH HIERDIE 12 DAG VAN Mei 1992  
AS GETUIES

1 B. Sippel

2 log Robinson

E. S. J. J. J. J.  
BURGEMEESTER

[Signature]  
UITVOERENDE  
HOOF/STADSKLERK

PAARL

GETEKEN TE STELLENBOSCH HIERDIE 24ste DAG VAN Maart 1992  
AS GETUIES

1 J. J. J. J.

2 Bossonu

Geregistreer kragtens die Koöperasiewet, 1981  
Ko-operatiewe Wijnbouwers Vereniging van  
Zuid-Afrika Beperkt.

[Signature] SEKRETARIS  
HURDER

## BYLAE B

## BELEID EN TOEPASSING VAN DIE HUURGELDBEREKENING

- 1 (a) Vir die doeleindes van hierdie ooreenkoms word die huurgeld gebaseer op die onverbeterde waarde van die Landbougrond in welke geval die volgende woord-bepaling van toepassing sal wees:

*"Onverbeterde grond"* - beteken grond soos in sy natuurlike staat, met of sonder natuurlike plantegroei, waarop geen spesifieke struik of gewasse voorkom en verbou word met die doel om dit te oes nie;

- 1 (b) die waarde van die onverbeterde Landbougrond sal deur die KWV bepaal word; en


- 1 (c) vir die jaar 1989 word die waarde van die grond vasgestel op R7 200,00 per hektaar waarop die Stadsraad 'n opbrengs van 5 % verwag.

2 **Huurgeld betaalbaar in eerste termyn van vyf (5) jaar**


- (a) Die jaarlikse basiese huurgeld ingevolge klousule 4.1 van die huurooreenkoms betaalbaar, is die som van R360,00 per hektaar per jaar;
- (b) die basiese huurgeld sal jaarliks met 70 % van die styging van die amptelike verbruikersprysindeks soos op 31 Desember van die vorige jaar eskaleer, welke eskalasië vanaf 1990-04-01 opgeskort word vir vyf (5) jaar of totdat die water beskikbaar is, watter gebeure ookal eerste plaasvind.

3 **Aangepaste huurgeld na vyf (5) jaar**

Die basis van die huurgeld sowel as die persentasie aanpassing soos beskryf in paragrawe 1 en 2 sal elke vyf (5) jaar herbepaal word ooreenkomstig die basis beskryf in par. 1 of op 'n ander basis waarop onderling ooreengekom word. Indien die partye nie konsensus kan bereik oor die huurgeld nie, sal sodanige kwessie verwys word vir arbitrasie ingevolge klousule 23 van die hoofooreenkoms.

  
LJR

  
Rd



#### 4.1 Addisionele Huurpremie

Die **HURDER** sal vir dertig (30) jaar 'n vaste addisionele huur per hektaar per jaar betaal ter bestryding van die rente en delgingsbedrae, bereken teen 15 % per jaar, ten opsigte van die kapitale verpligting aangegaan ter vestiging van die waterreg op die **EIENDOM**. Die **HURDER** kan te eniger tyd met die **VERHURDER** onderhandel om die kapitale verpligting af te los voor die verstryking van 30 (DERTIG) jaar.

#### 4.2 Vergoeding by huuropsegging ten opsigte van bona fide munisipale behoeftes

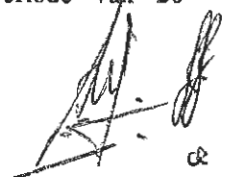
Wanneer subklousule 20.1.5 in werking tree sal die volgende van toepassing wees:

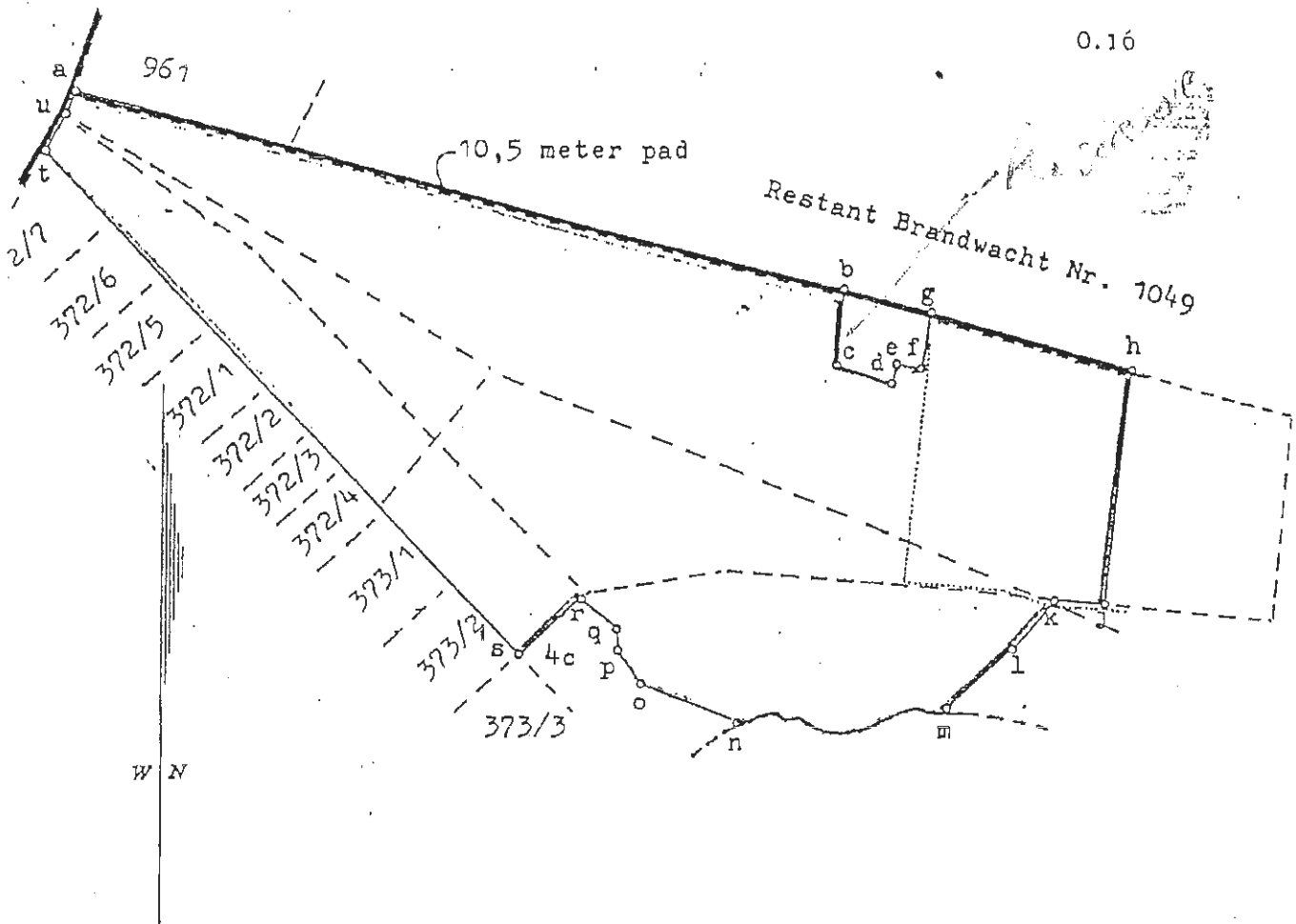
- 4.2.1 indien die kapitale verpligting (*par 4.1 hierbo*) reeds ten volle deur die **HURDER** afgelos is, sal die kapitaalgedeelte daarvan op 'n streng pro rata-basis vergoed word in die verhouding waarin die onverstreke termyn ten opsigte van die kapitale verpligting tot die volle termyn van 30 (DERTIG) jaar (*par 4.1 hierbo*) staan; of
- 4.2.2 indien die kapitale verpligting nog nie ten volle deur die **HURDER** afgelos is nie, sal hy vanaf datum van kansellasië van hierdie ooreenkoms, van die betaling van verdere addisionele huurpremies kwytgeskeld word, met dien verstande dat sodanige kwytskelding slegs betrekking sal hê op bedrae wat nog in die toekoms verskuldig en betaalbaar sou word; en
- 4.2.3 die **HURDER** sal geregtig wees om vergoeding vir die direkte koste wat hy gehad het ten opsigte van die noodsaaklike infrastruktuur, beperkend tot pypleidinge, kleppe, krane en meters en die koste van die vestiging, koppeling en installering daarvan, wat as 'n direkte gevolg en gepaardgaande met die vestiging van die waterreg, op die verhuurde eiendom aangebring is. Die vergoeding sal soos volg bereken word:

die gemiddelde waardasie van 2 (TWEË) onafhanklike buitelanders van die historiese koste van die noodsaaklike infrastruktuur (soos hierbo beskryf) minus waardevermindering, bereken in gelyke paaiemente oor 'n periode van 20 (TWINTIG) jaar.

(#SPROEI/KONTRAK/II)







Nota:

Hierdie kaart bevat 'n gedeelte van perseel 369 A en perseel 369 B.

Skaal: 1/10 000

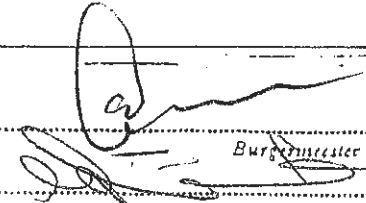
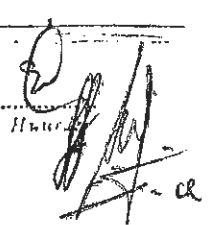
Die figuur, abcdefghijklmnopqrstu stel voor 62;7 Ha (benaderd tot die naaste half Ha) (die 10,5m pad uitgesluit) grond synde

Munisipale Huurgrond Perseel 369 P

geleë in die Munisipaliteit en Afdeling Stellenbosch Provinsie Kaap die Goeie Hoop.

Opgestel deur my Julie 1982

Ko-operatiewe Wijnbouwers Vereniging van Suid-Afrika Beperk.

Oorspronklike Kaart		
Nr.	Burgemeester	Huisheer
T/A Stel F.S. 35	Stadsklerk	
	D. Lippel	
	Geluis 1.	Geluis 1.
	2. G. Robinson	

Vorm 25/1

UITTREKSEL VAN DIE NOTULE VAN 'N GESAMENTLIKE VERGADERING VAN DIE  
STADSRAAD EN DIE BESTUURSKOMITEE GEHOU OP 9-6-92

AEDELING : BOSBOU, LANDE, PARKE EN REKREASIE

2.3.A LANGTERMYN HUURKONTRAKTE : MON VILLA (EDMS) BEPERK EN  
KWV

~~7/2/1/2/61~~ ~~7/2/1/2/62~~ ~~7/2/1/2/89~~ ~~7/2/1/2/46~~ ~~7/2/1/2/47~~  
7/2/1/2/32)

Mon Villa (Edms) Beperk waarvan die Universiteit van Stellenbosch die enigste aandeelhouer is, huur plase 502 AA, 502 AB, 502 BH en gedeelte 13 ('n gedeelte van gedeelte 1 van gekonsolideerde Plaas 491) van die Stadsraad. Langtermynhuurkontrakte vir 50 jaar is alreeds deur hulle onderteken. Klousule 4.3 van die kontrak lees soos volg:

"4.3 Die VERHUURDER kan, indien nodig, vereis dat die HUURDER 'n bankwaarborg of ander garansie verskaf wat vir die VERHUURDER aanneemlik is ten opsigte van die huurgeld en inlystingsgelde wat betaalbaar is, en in die geval van 'n HUURDER wat 'n maatskappy, beslote korporasie of trust is, sal die direkteure, lede of trustees daarvan skriftelik, gesamentlik en afsonderlik, as borge en medehoofskuldenare aanspreeklik wees vir die huurgeld en inlystingsgelde wat betaalbaar is."

Die kontrakte bevat die nodige borgstellings maar is nie deur die Universiteit onderteken nie. Hulle deel mee dat as algemene beleid die Universiteit nie borgstellings teken nie.

Die identiese posisie word ondervind in die geval van die KWV wat Plaas 369 P (Grondves) van die Stadsraad huur.

Die risiko verbonde aan die huurtransaksies is baie laag en die KWV en Universiteit is kapitaalkragtige instellings. In hierdie gevalle hoef die vereiste van die daarstelling van 'n bankwaarborg of ander garansie dus nie neergelê te word nie.

AANBEVEEL

dat die Universiteit en KWV nie gebonde gehou word aan die vereistes van klousule 4.3 van die 50 jaar huurkontrakte sover dit die teken van borgstellings aangaan nie.

(Artikel 171 van die Munisipale Ordonnansie, 1974)

2.3.A **BESLUIT** (nem con)

dat die aanbeveling aangeneem word.

(HAB(S)/ST/BBB)



Vorm 25/1

UITTREKSEL UIT DIE NOTULE VAN DIE RAADSVERGADERING GEHOU OP

14/8/90

AFDELING : LANDE BOSBOU EN PARKE EN ONTSPANNING

6.1.A HUUROOREENKOMS KWV : PLAAS 369P : GRONDVES

(7/2/1/2/32)

In uitvoering van die Raadsbesluit van 1990-06-12 (item 4.3.B) om samesprekings met KWV ten opsigte van bogenoemde te voer, is daar op 1990-08-02 vergader.

Die notule van die samesprekings word as BYLAE H aangeheg.

## AANBEVEEL

dat die aanbeveling van die subkomitee aanvaar word.

(Artikel 50 van die Munisipale Ordonnansie, 1974)

6.1.A BESLUIT (nem con)

- (a) dat die notule in terme van artikel 6 van die Standaardverordeninge insake Prosedure en Handhawing van Orde op Vergaderings as 'n juiste weergawe aanvaar word;
- (b) dat die Hoof: Beplanning en Ontwikkeling aandag verleen aan die wysiging van die Gidsplan ten einde die betrokke eiendom se gebruik te verander na landboudoeleindes. (14/1/12)

(HAB(S)/H:BO/REGISTRASIE)

# **ANNEXURE 2**



07 August 2017  
 The Single Whip  
 Stellenbosch Municipal Council  
 Plein Street  
 STELLENBOSCH  
 7600  
 Attention : Clr W Petersen (Ms )



Dear Whip

**RE NOTICE OF MOTION and QUESTION TO SERVE AT THE AUGUST 2017 COUNCIL MEETING  
 Motion NO 1**

That Council instruct the municipal Manager to institute proceedings to cancel the lease agreements with KVV on Portion of farm 369 as KVV is a multi nation owned company with majority if not all overseas ownership.

**MOTIVATION**

Current legislation prohibits the Stellenbosch municipality from leasing or sell municipal owned properties to foreran owned companies and individuals.

This portion of land is also ideally situated to address the municipal housing need nearest to the CBD. This will also be ideal for a real intergraded development at affordable prices.

Mover

Clr DA Hendrickse

Seconded

**Question NO 1**

What is the current , various municipal rental rates ( with breakdown of rental rates ) for various municipal flats and houses charges to occupants as from 1 July 2017.

**Motivation.**

No item or report has served before Council on the new fiat rental rates . Nor any report on delegations on this matter.

Clr DA Hendrickse

# **ANNEXURE 3**

10.5 MOTION BY COUNCILLOR DA HENDRICKSE: CANCELLATION OF LEASE AGREEMENT WITH KWV ON PORTION OF ERF 369

11TH COUNCIL MEETING: 2017-08-30: ITEM 10.5

The Speaker allowed Clr DA Hendrickse to put his Motion, duly seconded. After the Motion was motivated, the Speaker allowed debate on the r

During debate on the matter, the Executive Mayor, Ald G van Deventer (Ms) raised a Point of Order in terms of Rule 18.7 of the Rules of Order B this matter be referred to the Human Settlements Portfolio Committee.

The Speaker RULED

that this Motion be referred to the Human Settlements Portfolio Committee.

Councillor DA Hendrickse requested that it be minuted that, in his view, the power to rule or resolve on this matter vests with Council and not with nor with the Mayoral Committee.

(OFFICE OF THE MM TO ACTION)

5.5.3

**NOTICE OF MOTION: EARLY TERMINATION OF LEASE AGREEMENT:  
KWV (PTY) LTD: LEASE FARM 369P, STELLENBOSCH**

Collaborator No: 571382  
IDP KPA Ref No:  
Meeting Date: 14 March 2018

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**1. SUBJECT:****NOTICE OF MOTION: EARLY TERMINATION OF LEASE AGREEMENT: KWV  
(PTY) LTD: LEASE FARM 369P, STELLENBOSCH****2. PURPOSE**

The purpose of this item is to consider a Notice of Motion submitted by Cllr D.A Hendrickse.

**3. DELEGATED AUTHORITY**

There is no specific delegation in place dealing with the early termination of long term lease agreements, where the Lessee is not at fault. By default the decision making power is therefor with the Municipal Council.

**4. EXECUTIVE SUMMARY**

Cllr Hendrickse submitted a Notice of Motion at the Council meeting held on 30 August 2017, recommending that the Municipal Manager be instructed to cancel the lease agreement with KWV, as they are a foreign-owned company.

As KWV is not in default, Council will have to prove that they need the land for *bona fide* municipal purposes, in which case a process of early termination can be considered.

**MAYORAL COMMITTEE MEETING: 2018-03-14: ITEM 5.5.3****RESOLVED**

that this matter be withdrawn and be referred to Council for consideration.

10.2	<b>QUESTION 1 BY COUNCILLOR F ADAMS: A BREAKDOWN OF STAFF EXITING THE INSTITUTION SINCE 01 MARCH 2017, AS WELL AS THE T-LEVELS, GENDER, RACE, DESIGNATION AND DEPARTMENTS</b>
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A Notice of Question, in terms of Section 38(2) of the Rules of Order regulating the Code of Conduct of Council and Council Committee meetings, dated 2018-03-08, was received from Councillor F Adams.

The said Question is attached as **APPENDIX 1** and the appropriate response as **APPENDIX 2**.

### FOR CONSIDERATION

<b>Meeting:</b>	16 <sup>th</sup> Council meeting: 2018-03-28	<b>Submitted by Directorate:</b>	Office of the Municipal Manager
<b>Ref No:</b>	3/4/1/4	<b>Author:</b>	Municipal Manager: (Ms G Mettler)
<b>Collab:</b>		<b>Referred from:</b>	

# **APPENDIX 1**





CONTACT: [oackcity2010@yahoo.com](mailto:oackcity2010@yahoo.com)  
P.O BOX 12445  
DIE BOORD  
7613

08 March 2018

RE: Question

I hereby submit the following Question in terms of the Rules of Order to serve at the March 2018 Council Meeting.

Motivation/Background

I personally don't have to emphasize the importance of a conducive environment for our staff to execute their duties and functions.

This must be done without fear, favor and prejudice.

It is general knowledge, that the environment at Stellenbosch Municipality became somewhat hostile and lead to an exit of valuable and competent employees.

There is also a low morale in general amongst our workers.

As a representative of ratepayers, I have no option but show some interest, because this can affect service delivery.

Question:

I hereby request a breakdown of staff exiting the institution since 01 March 2017, as well as the t-levels, gender, race, designation and departments.

I request the Municipal Manager to answer my question in writing.

Clr. Franklin Adams

Seconder :

MUNICIPALITY - MUNISIPALITEIT  
STELLENBOSCH  
09 MAR 2018  
OFFICE OF THE SPEAKER

"ALUTA CONTINUA"

12.3.18  
12410

# **APPENDIX 2**



# MEMORANDUM

*Office of the Municipal Manager  
Kantoor van die Munisipale Bestuurder*

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To : SPEAKER  
From : MUNICIPAL MANAGER  
Date : 20 March 2018  
RE : REPLY TO QUESTIONS IN TERMS OF SECTION 21 OF THE RULES  
OF ORDER: Resignations

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Dear Speaker,

With reference to the question received from the DNCA, submitted in terms of Section 21 of the Rules of Order Regulating the Conduct of Council and Council Committee Meetings, received by my office on 12 March 2018.

**Question :**

*"I hereby request a breakdown of staff exiting the institution since 1 March 2017, as well as the t-grade levels, gender, race, designation and departments?"*

**Response**

Attached find a list of all terminations of employment of permanent staff from 1 March 2017. T-levels are not provided due to confidentiality of such information.

It is clear from the breakdown attached, that the exit reasons of the personnel was not due to low morale.

Kind regards

**Geraldine Mettler  
Municipal Manager**

STAFF TERMINATION LISTING 01/03/2017 - 30/06/2017:

TERMINATION

EMP/CODE	DEPARTMENT	POST NO.	OCCUPATION	DATE	EXP. STATUS	REASON	AGE
175140	COMMUNITY SERVICES		COMMUNITY SUPPORT OFFICER	2017/06/19	DISMISSED	N/A	33
840804	ENGINEERING SERVICES	6.1.2.4.3.2	FOREMAN	2017/03/09	RESIGNED	As part of a disciplinary process	44
809357	ENGINEERING SERVICES		GENERAL ASSISTANT	2017/04/03	DISMISSED	N/A	30
805555	ENGINEERING SERVICES	805555	GENERAL ASSISTANT	2017/04/05	DISMISSED	N/A	27
873123	ENGINEERING SERVICES	6.4.1.1.5.1.4	GENERAL ASSISTANT	2017/04/30	RESIGNED	Personal reasons	43
826913	ENGINEERING SERVICES	6.2.1.1.3.5	WORKER	2017/05/11	DISMISSED	N/A	46
802031	ENGINEERING SERVICES	6.1.1.2.3.1.1	GENERAL WORKER	2017/05/19	DISMISSED	N/A	40
850108	ENGINEERING SERVICES	6.5.2.2.4	OPERATOR DRIVER	2017/05/29	DISMISSED	N/A	46
826915	ENGINEERING SERVICES	6.2.4.2.1	LEADING HAND SPEC VEHICLES	2017/05/31	PENSIONED	N/A	58
868786	ENGINEERING SERVICES	6.2.1.3	FOREMAN	2017/06/30	PENSIONED	N/A	50
899048	ENGINEERING SERVICES	6.1.1.2.5.3	TANKER DRIVER	2017/06/30	PENSIONED	N/A	56
435242	FINANCIAL SERVICES	9.3.2.2.3.3	DISCONNECTIONS & CRED CON OF	2017/04/30	RESIGNED	Personal reasons	50
117132	INTER HUMAN SETTLEMENTS	2.7	MAN HOUSING ADMINISTRATION	2017/06/30	PENSIONED	N/A	65
631139	PUBLIC SAFETY	5.4.3.2.3.3	TRAFFIC OFFICER	2017/06/30	PENSIONED	N/A	62
113251	STRATEGIC & CORPORATE SERV	7.2.4	HEAD HR ADMINISTRATION	2017/06/23	DISMISSED	N/A	41
164130	STRATEGIC & CORPORATE SERV	7.2	SNR MANAGER HUMAN RESOURCES	2017/06/30	RESIGNED	Agreement	55
178038	STRATEGIC & CORPORATE SERV	7.2.1.1	OFFICE ASSISTANT	2017/06/30	PENSIONED	N/A	51

DEPARTMENT	POST NO.	OCCUPATION	TERMINATION		AGE	EXIT REASON(S)
			DATE	EXP. STATUS		
COMMUNITY SERVICES	3.2.4.3.1.2.2	GENERAL WORKER	2017/07/05	MEDICAL BOARD	51	N/A
COMMUNITY SERVICES	3.2.2.2.1	SNR FOREPERSON TREES	2017/07/31	PENSIONED	62	N/A
COMMUNITY SERVICES	3.2.3.2.1.5	OPERATOR	2017/11/30	PENSIONED	55	N/A
COMMUNITY SERVICES	3.2.2.2.2.5	GENERAL WORKER	2017/11/30	RESIGNED	44	
COMMUNITY SERVICES	3.2.2	HEAD GREENING	2018/03/31	RESIGNED	43	PROMOTIO OPPORTUNITY DRAKENSTEIN MUNICIPALITY
ENGINEERING SERVICES	6.2.1.2.2.3	GENERAL WORKER	2017/07/16	DECEASED	22	N/A
ENGINEERING SERVICES	6.1.1.4.2.1.1	ARTISAN ASSISTANT	2017/07/31	PENSIONED	65	N/A
ENGINEERING SERVICES	6.5.1.2.1.1	ELECTRICAL ASSISTANT	2017/08/07	DISMISSED	50	N/A
ENGINEERING SERVICES	6.5.2.1.3	SENIOR ELECTRICIAN	2017/08/14	DISMISSED	40	N/A
ENGINEERING SERVICES	6.1.1.2.3.1.1.1	GENERAL ASSISTANT	2017/08/16	DISMISSED	27	N/A
ENGINEERING SERVICES	6.1.2.1.2.1.3.1	LEADING HAND	2017/08/24	DISMISSED	51	N/A
ENGINEERING SERVICES	6.1.1.2.1.1.9	GENERAL WORKER	2017/10/20	DECEASED	57	N/A
ENGINEERING SERVICES	6.4.1.1	SUP ROADS & STORMWATER	2017/10/31	PENSIONED	65	N/A
ENGINEERING SERVICES	6.4.1.2	PRIN TECH ROADS & STORMWATER	2017/11/07	RESIGNED	48	DISCIPLINARY ACTION WAS INSTITUTED
ENGINEERING SERVICES	6.4.1.1.2.9.3	GENERAL ASSISTANT	2017/11/08	MEDICAL BOARD	39	N/A
ENGINEERING SERVICES	6.1.2.1.1.1.1.3	DRIVER	2017/11/29	DECEASED	49	N/A
ENGINEERING SERVICES	6.1.2.4.3.1.7	GENERAL ASSISTANT	2017/11/30	PENSIONED	53	N/A
ENGINEERING SERVICES	6.5.1.2.4	SENIOR ELECTRICIAN	2017/11/30	RESIGNED	35	PROMOTION OPPORTUNITY
ENGINEERING SERVICES	6.1.2.4.2.3.1	ARTISAN ASSISTANT	2017/11/30	PENSIONED	64	N/A
ENGINEERING SERVICES	6.1.1.2.3.3.1.1.3	GENERAL ASSISTANT	2017/11/30	PENSIONED	64	N/A
ENGINEERING SERVICES	6.1.1.4.1.1	ELECTRICIAN	2017/11/30	RESIGNED	39	PROMOTION OPPORTUNITY
ENGINEERING SERVICES	6.4.1.1.2.2.2.1.4	GENERAL ASSISTANT	2017/12/31	PENSIONED	60	N/A
ENGINEERING SERVICES	6.1.1.5.1	POLLUTION CONTROL OFFICER	2018/01/26	RESIGNED	32	PROMOTION OPPORTUNITY
ENGINEERING SERVICES	6.1.1.2.3.1.1	GENERAL ASSISTANT	2018/02/09	DISMISSED	37	N/A
ENGINEERING SERVICES	6.1	MANAGER WATER SERVICES	2018/03/31	PENSIONED	65	N/A
ENGINEERING SERVICES	6.4	MAN TRANS ROADS & STORMWATER	2018/03/31	RESIGNED	51	PERSONAL REASONS/OWN COMPANY
FINANCIAL SERVICES	9.3.4	MANAGER SUPPLY CHAIN MAN *	2017/08/31	RESIGNED	49	PERSONAL REASONS
FINANCIAL SERVICES	9.3.3.1.3	INSURANCE CLERK	2017/09/30	PENSIONED	65	N/A
FINANCIAL SERVICES	9.3.2.1.2.1	CHIEF CLERK RATES	2017/09/30	RESIGNED	40	N/A
FINANCIAL SERVICES	9.2.2	HEAD BUDGET & COSTING	2017/11/24	RESIGNED	31	PROMOTION/OPPORTUNITY FREE STATE
FINANCIAL SERVICES	9.2.3.2.1	SNR CLERK BANK RECON	2017/11/30	PENSIONED	55	N/A
INTER HUMAN SETTLEMENTS	2.7.5.3	ADMINISTRATIVE CLERK	2017/12/27	RESIGNED	43	PERSONAL REASONS
PLANNING & DEVELOPMENT	2.3.5	SNR LAND USE INSPECTOR	2017/12/31	RESIGNED	33	N/A
PLANNING & DEVELOPMENT	2.2.3	SNR ADM OFF CLIENT SER & ARC	2018/03/31	PENSIONED	52	N/A
PLANNING & DEVELOPMENT	2.3.2	SNR PLANNER RURAL AREAS 1	2018/03/31	RESIGNED	36	N/A

10.3	<b>QUESTION 2 BY COUNCILLOR F ADAMS: BREAKDOWN OF ALL DISCIPLINARY CASES OF COUNCILLORS HANDLED BY ADV. ETIENNE VERMAAK AND SUBSEQUENT COST TO THE MUNICIPALITY</b>
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A Notice of Question, in terms of Section 38(2) of the Rules of Order regulating the Code of Conduct of Council and Council Committee meetings, dated 2018-03-13, was received from Councillor F Adams.

The said Question is attached as **APPENDIX 1** and the appropriate response as **APPENDIX 2**.

### FOR CONSIDERATION

<b>Meeting:</b>	16 <sup>th</sup> Council meeting: 2018-03-28	<b>Submitted by Directorate:</b>	Office of the Municipal Manager
<b>Ref No:</b>	3/4/1/4	<b>Author:</b>	Municipal Manager: (Ms G Mettler)
<b>Collab:</b>		<b>Referred from:</b>	

# **APPENDIX 1**



CONTACT: [oackcity2010@yahoo.com](mailto:oackcity2010@yahoo.com)  
P.O BOX 12445  
DIE BOORD  
7613

08 March 2018

**RE: Question**

I hereby submit the following Question in terms of the Rules of Order to serve at the March 2018 Council Meeting.

**Motivation/Background**

I refer you to the principles of fairness when it comes to the appointment of service providers.

It needs to be open, transparent and equitable.

**Question:**

I hereby request a breakdown of all disciplinary cases of Councillors handled by Adv. Etienne Vermaak and subsequent cost to the Municipality.

I request the Municipal Manager to answer my question in writing.

Clr. Franklin Adams

Seconder :

12.3.18  
12:10



"ALUTA CONTINUA"



# **APPENDIX 2**



# MEMORANDUM

*Office of the Municipal Manager  
Kantoor van die Munisipale Bestuurder*

---

To : SPEAKER  
From : MUNICIPAL MANAGER  
Date : 20 MARCH 2017  
RE : REPLY TO QUESTIONS IN TERMS OF SECTION 21 OF THE RULES  
OF ORDER: ADV E VERMAAK

---

Dear Speaker,

With reference to the question received from the DNCA, submitted in terms of Section 21 of the Rules of Order Regulating the Conduct of Council and Council Committee Meetings, received by my office on 12 March 2018.

**Question :**

*" I hereby request a breakdown of all disciplinary cases of Councillors handled by Adv Etienne Vermaak and subsequent cost to the Municipality ?"*

**Response**

Adv Vermaak was appointed, on request of the Speaker, to assist the Speaker with Disciplinary matters of Councillors F Adams, A Frazenburg, D Hendrickse and P Sitshoti at a rate of R1 500 per hour.

Kind regards

**Geraldine Mettler  
Municipal Manager**

10.4	<b>QUESTION 1 BY COUNCILLOR DA HENDRICKSE: THE AMOUNT OF PEOPLE PER DEPARTMENT THAT LEFT THE SERVICES OF STELLENBOSCH MUNICIPALITY SINCE AUGUST 2016</b>
------	--

A Notice of Question, in terms of Section 38(2) of the Rules of Order regulating the Code of Conduct of Council and Council Committee meetings, dated 2018-03-13, was received from Councillor DA Hendrickse.

The said Question is attached as **APPENDIX 1** and the appropriate response will be distributed under separate cover in due course as **APPENDIX 2**.

### FOR CONSIDERATION

<b>Meeting:</b>	16 <sup>th</sup> Council meeting: 2018-03-28	<b>Submitted by Directorate:</b>	Office of the Municipal Manager
<b>Ref No:</b>	3/4/1/4	<b>Author:</b>	Municipal Manager: (Ms G Mettler)
<b>Collab:</b>		<b>Referred from:</b>	

# **APPENDIX 1**



---

13 March 2018

The Single Whip  
Stellenbosch Municipal Council  
Plein Street  
STELLENBOSCH  
7600  
Attention : Clr W Petersen (Ms )

Dear Whip

**RE :NOTICE OF QUESTIONS TO SERVE AT THE MARCH 2018 COUNCIL MEETING DIRECTED AT THE MUNICIPAL MANAGER**

**Question NO 1**

How many people per department, have left the employment of the Stellenbosch municipality since the new Council was elected in August 2016 ?

**MOTIVATION**

In terms of the Recruitments and selection policy adopted by Council ( See attached policy ) clause no 18 **HRM must conduct Exit Interviews with staff that exit the organization and must submit quarterly reports to the Finance and Corporate Services committee.**

In this regard I could find no record off any such quarterly reports that have been submitted as prescribed by the said policy.

**Question NO 2**

What is the status of the contracts concluded with the various sports Councils and Van Der Stel Sports Club as resolved at the 29 November 2017 Council meeting. ( See attached Copy )

**Motivation.**

No item or report has served before Council on the Council resolution taken at the 29 November 2017 Council meeting. From attending a meeting at the Cloetesville Sports Council and some of its members it was made clear that they are not in agreement with the lease contract submitted to them and the process followed by the municipality. Likewise at the SSRA meeting held on 15 February 2018 ( See attached minutes ) some Sports council not in agreement

From reading this SSRA minutes I am concerned as to how the various Sorts council are treated in relation of the lease agreements and that it was minute that COUNCIL has scrutinised and approved the new lease

# **APPENDIX 2**



# MEMORANDUM

*Office of the Municipal Manager  
Kantoor van die Munisipale Bestuurder*

---

**To : SPEAKER**  
**From : MUNICIPAL MANAGER**  
**Date : 22 March 2018**  
**RE : REPLY TO QUESTIONS IN TERMS OF SECTION 21 OF THE RULES OF ORDER: RESIGNATIONS**

---

Dear Speaker,

With reference to the question received from the EFF, submitted in terms of Section 21 of the Rules of Order Regulating the Conduct of Council and Council Committee Meetings, received by my office on 21 March 2018.

**Question 1 :**

*"How many people per department, have left the employment of Stellenbosch Municipality since the new Council was elected in August 2016?"*

**Response**

Attached hereto is the list of all resignations since 1 September 2016. Said list only refers to permanent employees.

HR does not do the exit interviews – it is done by the Directorates which is why there was no reporting done.

Kind regards

**Geraldine Mettler  
Municipal Manager**

DEPARTMENT	OCCUP. DESC.	TERM DATE	REASON	COMMENTS
COMMUNITY SERVICES	CLERK CEMETERIES & HALLS	2016-12-31	PENSIONED	N/A
ENGINEERING SERVICES	TECHNICIAN	2016-12-31	RESIGNED	
ENGINEERING SERVICES	CUSTOMER CARE OFFICER	2016-09-01	RESIGNED	
ENGINEERING SERVICES	GENERAL WORKER	2017-01-27	RESIGNED	
ENGINEERING SERVICES	GENERAL ASSISTANT	2016-10-09	DISMISSED	N/A
ENGINEERING SERVICES	SUPERINTENDENT WATER TREAT	2016-10-31	PENSIONED	N/A
ENGINEERING SERVICES	GENERAL ASSISTANT	2016-11-01	MEDICAL BOARD	N/A
ENGINEERING SERVICES	POLLUTION CONTROL OFFICER	2017-02-24	RESIGNED	
ENGINEERING SERVICES	SUPERVISOR	2016-11-14	PENSIONED	N/A
ENGINEERING SERVICES	WORKER PNIEL	2016-12-06	MEDICAL BOARD	N/A
FINANCIAL SERVICES	METER READER	2017-02-24	RESIGNED	
FINANCIAL SERVICES	DEMAND MAN VALUE MONEY PROC	2016-12-31	RESIGNED	
PLANNING & DEVELOPMENT	PROJECT FACILITATOR	2016-11-30	RESIGNED	
PUBLIC SAFETY	SNR FIRE FIGHTER	2017-02-07	DECEASED	N/A
PUBLIC SAFETY	PRINCIPAL INSPECTOR	2016-12-22	MEDICAL BOARD	N/A
PUBLIC SAFETY	LAW ENFORCEMENT OFFICER	2016-12-30	PENSIONED	N/A
PUBLIC SAFETY	TRAFFIC OFFICER	2016-09-30	RESIGNED	
STRATEGIC & CORPORATE SER	ADMIN ASSISTANT SWITCH BOARD	2017-02-08	MEDICAL BOARD	N/A



**STAFF TERMINATION LISTING 01/03/2017 - 30/06/2017:**

**TERMINATION**

<b>EMP/CODE</b>	<b>DEPARTMENT</b>	<b>OCCUPATION</b>	<b>DATE</b>	<b>EXP. STATUS</b>	<b>REASON</b>	<b>AGE</b>
175140	COMMUNITY SERVICES	COMMUNITY SUPPORT OFFICER	2017-06-19	DISMISSED	N/A	33
840804	ENGINEERING SERVICES	FOREMAN	2017-03-09	RESIGNED	As part of a disciplinary process	44
809357	ENGINEERING SERVICES	GENERAL ASSISTANT	2017-04-03	DISMISSED	N/A	30
805555	ENGINEERING SERVICES	GENERAL ASSISTANT	2017-04-05	DISMISSED	N/A	27
873123	ENGINEERING SERVICES	GENERAL ASSISTANT	2017-04-30	RESIGNED	Personal reasons	43
826913	ENGINEERING SERVICES	WORKER	2017-05-11	DISMISSED	N/A	46
802031	ENGINEERING SERVICES	GENERAL WORKER	2017-05-19	DISMISSED	N/A	40
850108	ENGINEERING SERVICES	OPERATOR DRIVER	2017-05-29	DISMISSED	N/A	46
826915	ENGINEERING SERVICES	LEADING HAND SPEC VEHICLES	2017-05-31	PENSIONED	N/A	58
868786	ENGINEERING SERVICES	FOREMAN	2017-06-30	PENSIONED	N/A	50
899048	ENGINEERING SERVICES	TANKER DRIVER	2017-06-30	PENSIONED	N/A	56
435242	FINANCIAL SERVICES	DISCONNECTIONS & CRED CON OF	2017-04-30	RESIGNED	Personal reasons	50
117132	INTER HUMAN SETTLEMENTS	MAN HOUSING ADMINISTRATION	2017-06-30	PENSIONED	N/A	65
631139	PUBLIC SAFETY	TRAFFIC OFFICER	2017-06-30	PENSIONED	N/A	62
113251	STRATEGIC & CORPORATE SERV	HEAD HR ADMINISTRATION	2017-06-23	DISMISSED	N/A	41
164130	STRATEGIC & CORPORATE SERV	SNR MANAGER HUMAN RESOURCES	2017-06-30	RESIGNED	Agreement	55
178038	STRATEGIC & CORPORATE SERV	OFFICE ASSISTANT	2017-06-30	PENSIONED	N/A	51

DEPARTMENT	OCCUPATION	TERMINATION		EXP. STATUS	AGE	EXIT REASON(S)
		DATE				
COMMUNITY SERVICES	GENERAL WORKER	2017-07-05		MEDICAL BOARD	51	N/A
COMMUNITY SERVICES	SNR FOREPERSON TREES	2017-07-31		PENSIONED	62	N/A
COMMUNITY SERVICES	OPERATOR	2017-11-30		PENSIONED	55	N/A
COMMUNITY SERVICES	GENERAL WORKER	2017-11-30		RESIGNED	44	
COMMUNITY SERVICES	HEAD GREENING	2018-03-31		RESIGNED	43	PROMOTIO OPPORTUNITY DRAKENSTEIN MUNICIPALITY
ENGINEERING SERVICES	GENERAL WORKER	2017-07-16		DECEASED	22	N/A
ENGINEERING SERVICES	ARTISAN ASSISTANT	2017-07-31		PENSIONED	65	N/A
ENGINEERING SERVICES	ELECTRICAL ASSISTANT	2017-08-07		DISMISSED	50	N/A
ENGINEERING SERVICES	SENIOR ELECTRICIAN	2017-08-14		DISMISSED	40	N/A
ENGINEERING SERVICES	GENERAL ASSISTANT	2017-08-16		DISMISSED	27	N/A
ENGINEERING SERVICES	LEADING HAND	2017-08-24		DISMISSED	51	N/A
ENGINEERING SERVICES	GENERAL WORKER	2017-10-20		DECEASED	57	N/A
ENGINEERING SERVICES	SUP ROADS & STORMWATER	2017-10-31		PENSIONED	65	N/A
ENGINEERING SERVICES	PRIN TECH ROADS & STORMWATER	2017-11-07		RESIGNED	48	DISCIPLINARY ACTION WAS INSTITUTED
ENGINEERING SERVICES	GENERAL ASSISTANT	2017-11-08		MEDICAL BOARD	39	N/A
ENGINEERING SERVICES	DRIVER	2017-11-29		DECEASED	49	N/A
ENGINEERING SERVICES	GENERAL ASSISTANT	2017-11-30		PENSIONED	53	N/A
ENGINEERING SERVICES	SENIOR ELECTRICIAN	2017-11-30		RESIGNED	35	PROMOTION OPPORTUNITY
ENGINEERING SERVICES	ARTISAN ASSISTANT	2017-11-30		PENSIONED	64	N/A
ENGINEERING SERVICES	GENERAL ASSISTANT	2017-11-30		PENSIONED	64	N/A
ENGINEERING SERVICES	ELECTRICIAN	2017-11-30		RESIGNED	39	PROMOTION OPPORTUNITY
ENGINEERING SERVICES	GENERAL ASSISTANT	2017-12-31		PENSIONED	60	N/A
ENGINEERING SERVICES	POLLUTION CONTROL OFFICER	2018-01-26		RESIGNED	32	PROMOTION OPPORTUNITY
ENGINEERING SERVICES	GENERAL ASSISTANT	2018-02-09		DISMISSED	37	N/A
ENGINEERING SERVICES	MANAGER WATER SERVICES	2018-03-31		PENSIONED	65	N/A
ENGINEERING SERVICES	MAN TRANS ROADS & STORMWATER	2018-03-31		RESIGNED	51	PERSONAL REASONS/OWN COMPANY
FINANCIAL SERVICES	MANAGER SUPPLY CHAIN MAN *	2017-08-31		RESIGNED	49	PERSONAL REASONS
FINANCIAL SERVICES	INSURANCE CLERK	2017-09-30		PENSIONED	65	N/A
FINANCIAL SERVICES	CHIEF CLERK RATES	2017-09-30		RESIGNED	40	N/A
FINANCIAL SERVICES	HEAD BUDGET & COSTING	2017-11-24		RESIGNED	31	PROMOTION /OPPORTUNITY FREE STATE
FINANCIAL SERVICES	SNR CLERK BANK RECON	2017-11-30		PENSIONED	55	N/A

INTER HUMAN SETTLEMENTS	ADMINISTRATIVE CLERK	2017-12-27	RESIGNED	43	PERSONAL REASONS
PLANNING & DEVELOPMENT	SNR LAND USE INSPECTOR	2017-12-31	RESIGNED	33	N/A
PLANNING & DEVELOPMENT	SNR ADM OFF CLIENT SER & ARC	2018-03-31	PENSIONED	52	N/A
PLANNING & DEVELOPMENT	SNR PLANNER RURAL AREAS 1	2018-03-31	RESIGNED	36	N/A
PUBLIC SAFETY	OFFICE ASSISTANT	2017-08-31	PENSIONED	57	N/A
PUBLIC SAFETY	ASS SUPT PUBLIC TRANSPORT	2017-10-31	PENSIONED	62	N/A
PUBLIC SAFETY	CLERK	2017-11-30	RESIGNED	39	PERSONAL REASONS
PUBLIC SAFETY	CHIEF CLERK COURT SECTION	2018-01-31	PENSIONED	59	N/A
PUBLIC SAFETY	ASS SUPT SPEED & ELECT ENFOR	2018-02-28	PENSIONED	50	N/A
PUBLIC SAFETY	TELEPHONIST	2018-03-01	RESIGNED	39	N/A
PUBLIC SAFETY	HEAD TRAFFIC LAW ENFORCEMENT	2018-03-31	RESIGNED	40	PROMOTION OUTSIDE RSA
STRATEGIC & CORPORATE SERV	SENIOR CLERK	2017-07-15	DECEASED	55	N/A
STRATEGIC & CORPORATE SERV	MANAGER COMMUNICATIONS	2017-07-31	RESIGNED	43	PROMOTION/OPPORTUNITY CITY OF CAPE TOWN
STRATEGIC & CORPORATE SERV	MAN IDP PERFORMANCE MANAG	2017-08-25	DISMISSED	55	N/A
STRATEGIC & CORPORATE SERV	IDP PRACTITIONER	2017-08-31	RESIGNED	38	PROMOTION/OPPORTUNITY CITY OF CAPE TOWN
STRATEGIC & CORPORATE SERV	HEAD RECRUITMENT & SELECTION	2017-11-30	RESIGNED	41	PERSONAL REASONS
STRATEGIC & CORPORATE SERV	OFFICE ASSISTANT	2017-11-30	PENSIONED	51	N/A
STRATEGIC & CORPORATE SERV	OFFICE ASSISTANT	2018-01-31	PENSIONED	56	N/A
FINANCIAL SERVICES	PRINCIPLE PROF OFFICER *	2018-03-31	DISPUTE/SETTLEMENT	37	N/A

10.5	<b>QUESTION 2 BY COUNCILLOR DA HENDRICKSE: THE STATUS OF THE CONTRACTS CONCLUDED WITH THE VARIOUS SPORTS COUNCILS AND VAN DER STEL SPORTS CLUB</b>
------	--

A Notice of Question, in terms of Section 38(2) of the Rules of Order regulating the Code of Conduct of Council and Council Committee meetings, dated 2018-03-08, was received from Councillor DA Hendrickse.

The said Question is attached as **APPENDIX 1** and the appropriate response will be distributed under separate cover in due course as **APPENDIX 2**.

### FOR CONSIDERATION

<b>Meeting:</b>	16 <sup>th</sup> Council meeting: 2018-03-28	<b>Submitted by Directorate:</b>	Office of the Municipal Manager
<b>Ref No:</b>	3/4/1/4	<b>Author:</b>	Municipal Manager: (Ms G Mettler)
<b>Collab:</b>		<b>Referred from:</b>	

# **APPENDIX 1**



---

13 March 2018

The Single Whip  
Stellenbosch Municipal Council  
Plein Street  
STELLENBOSCH  
7600  
Attention : Clr W Petersen (Ms )

Dear Whip

**RE :NOTICE OF QUESTIONS TO SERVE AT THE MARCH 2018 COUNCIL MEETING DIRECTED AT THE MUNICIPAL MANAGER**

**Question NO 1**

How many people per department, have left the employment of the Stellenbosch municipality since the new Council was elected in August 2016 ?

**MOTIVATION**

In terms of the Recruitments and selection policy adopted by Council ( See attached policy ) clause no 18 **HRM must conduct Exit Interviews with staff that exit the organization and must submit quarterly reports to the Finance and Corporate Services committee.**

In this regard I could find no record off any such quarterly reports that have been submitted as prescribed by the said policy.

**Question NO 2**

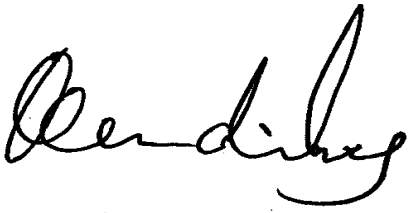
What is the status of the contracts concluded with the various sports Councils and Van Der Stel Sports Club as resolved at the 29 November 2017 Council meeting. ( See attached Copy )

**Motivation.**

No item or report has served before Council on the Council resolution taken at the 29 November 2017 Council meeting. From attending a meeting at the Cloetesville Sports Council and some of its members it was made clear that they are not in agreement with the lease contract submitted to them and the process followed by the municipality. Likewise at the SSRA meeting held on 15 February 2018 ( See attached minutes ) some Sports council not in agreement

From reading this SSRA minutes I am concerned as to how the various Sorts council are treated in relation of the lease agreements and that it was minute that COUNCIL has scrutinised and approved the new lease

agreements. Council never scrutinised the lease agreements for the various categories of Sports Councils nor that of Van der Stel sports club.

A handwritten signature in black ink, appearing to read 'DA Hendrickse', written in a cursive style.

**Clr DA Hendrickse**

7.9	<b>YOUTH, SPORTS AND CULTURE: [PC: XL MDEMKA (MS)]</b>
-----	--

7.9.1	<b>REPORT ON THE PROGRESS OF THE IMPLEMENTATION OF THE SPORT FACILITIES MANAGEMENT PLAN: DRAFT LEASE AGREEMENTS</b>
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## 1. PURPOSE OF REPORT

To obtain Council approval to commence with signing the draft lease agreements for the various Sport Council categories in the Greater Stellenbosch.

## 2. BACKGROUND

### 2.1 Adoption of the Sport Facilities Management Plan

The adopted Sport Facilities Management Plan as accepted by Council in 2016 was the culmination of a process that started in 2011:

- (i) In 2011 the proposed sport plan was created by the Department and circulated internally and externally for review. A draft was then tabled to Council. Various concerns were raised relating to the Sport Plan and it was requested to create a new draft.
- (ii) The second draft was submitted to Council in 2012 and it was recommended that a process of consultation with all stakeholders must be done.
- (iii) A workshop with the Stellenbosch Sport and Recreation Association (SSRA) was held in 2013 and the proposed plan was discussed with the Stellenbosch Sport and Recreation Association (SSRA) and its member Sport Councils. There was no consensus from the SSRA and the member Sport Councils to the stipulations in the plan especially relating to the conditions of the rental agreements.
- (iv) The categories in the sport plan were clarified and in June 2014 a special workshop was held with all the member Sport Councils of the SSRA. Various presentations were given on the different elements of the Sport Plan and how it links up with the National Sport and Recreation Plan. A special report was created and distributed to all stakeholders.
- (v) The draft plan was then presented to Council again but concerns were raised relating to the stipulations within the categories of different sport grounds. A draft lease agreement was created but this lease agreement could not be used for all the categories. Various stakeholders expressed concerns relating the current draft and more clarity were required.
- (vi) A discussion document was created and distributed to all Sport Councils and the SSRA relating to the sport plan in December 2015.
- (vii) A workshop was held 9 December 2015 with the Stellenbosch Sport and Recreation Association (SSRA) and Sport Councils that discussed the key elements of the sport plan and the broader understanding of the National Sport and Recreation Plan (=NSRP)
- (viii) A strategic meeting in January 2016 was held by the department with Director Esau and the Municipal Councillor Retief relating to the progress and processes to be followed



- 
- (ix) Two special meetings were held in February 2016 with the Stellenbosch Sport and Recreation Association (SSRA) executive to clarify concerns and uncertainties relating to the rollout and implementation of the Sport Plan.
  - (x) A follow up session with the Stellenbosch Sport and Recreation Association (SSRA) and Sport Councils were held 18 February 2016 to explain the process relating to the rollout of the Sport Plan and the briefing sessions that will explain clearly to each individual Sport Council the Sport Plan and the lease agreement
  - (xi) A roadshow was done in which the Sport Plan was explained and the basic stipulations of the lease agreements were highlighted. This roadshow was completed in May 2016.
  - (xii) The Sport Plan was adopted in June 2016.

## **2.2 Development of the draft Lease Agreements**

The draft lease agreement that was created in 2015 could not be used for all the categories as envisioned by the Sport Plan:

- (i) Under consultation with the legal department and various other departments two versions were created. A draft lease agreement for the Category A and a draft lease agreement for Categories B, C and D. The draft lease agreements were circulated to all the Sport Councils and the SSRA.
- (ii) A guide was created that explains the different stipulations within the draft lease agreements. A special meeting with the Stellenbosch Sport and Recreation Association (SSRA) and all Category B and C Sport Councils was held on 13 October 2016 to explain the stipulations of the draft lease agreement for Category B and C. A report with the recommendations was created. These changes and recommendations were reviewed and will be referred to the legal advisors before final signing of the lease agreements. A separate meeting was held with the Category A Sport Council in November and additional comments were included in the final version of the Category A lease agreement.
- (iii) All Sport Councils accepted the terms of the lease agreements and the rental fees. The SSRA and its member Sport Councils have indicated their willingness to sign the lease agreements for Category A, B, C and D.

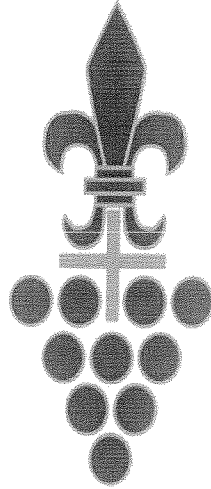
### **FURTHER COMMENT BY THE MUNICIPAL MANAGER: 2017-11-22**

New information was received with regard to the facility management and financial agreements between van der Stel and their sub-councils, which need to be verified. Based on the verification process and possible time delay, no agreement will be signed with Van der Stel. The information that came to light requires the Municipality to investigate the entire agreement and facility management model of Van der Stel. They also must provide the municipality with their latest audited financial statements before any final decision can be taken whether to sign an agreement or not. The Municipal Manager will lead the verification process and will report the outcome to Council.

**14<sup>TH</sup> COUNCIL MEETING: 2017-11-29: ITEM 7.9.1****RESOLVED** (majority vote with abstentions)

- (a) that Council approves the terms and conditions of the rental agreements for each category;
- (b) that Council approves the proposed rental tariffs for each Sport Council category and that these tariffs be reviewed annually;
- (c) that the Lease Agreements be approved for a one year period with an annual review; should the lessee not fulfill the obligations in terms of the lease agreement, the sporting facility will fall back to Council;
- (d) that once the lease agreements have been signed with the entities, the outstanding debts will be submitted to Council for consideration of writing off those debts; and
- (e) that Van der Stel's lease agreement stand over until their investigation has been finalised.

<i>Meeting:</i>	<i>14<sup>th</sup> Council: 2017-11-29</i>	<i>Submitted by Directorate:</i>	<i>Community &amp; Protection Services</i>
<i>Ref no:</i>		<i>Author</i>	<i>G Esau</i>
<i>Collab:</i>		<i>Referred from:</i>	<i>Mayco: 2017-11-15</i>



RECRUITMENT AND SELECTION  
POLICY

FINAL REVISIONED POLICY

**AUGUST 2012**



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

## RECRUITMENT & SELECTION POLICY:

&

### *Appointment of New Employees (delegated)*

#### 1. Preamble

The Stellenbosch Municipality recognises the Municipal Manager's responsibility and accountability subject to policy directions of the Municipal Council for the appointment of staff in terms of the macro & micro-organisational design and approved staff establishment.

It is therefore incumbent upon the Municipality during the appointment process to ensure the promotion of sound labour relations and compliance by the municipality with applicable labour legislation. Furthermore, it is common cause that the Municipal Manager has delegated authority to Management regarding the appointment of staff. In an attempt to formalise the structures and procedures for the appointment of staff it should therefore be noted that Council has approved the following policy:

#### 2. Objectives

The main objective of this policy document is to ensure that the organisation recruits and selects candidates who possess the required skills, competencies and knowledge by-

- 2.1 Providing the organisation with provisions, procedures and tools to undertake recruitment and selection in an objective manner being guided by the need to address the imbalances of the past;
- 2.2 Contributing to service delivery by recruiting and selecting officials who meet the requirements of the posts;
- 2.3 Ensuring that the principle of fairness, efficiency and effectiveness are effected when recruiting and selecting candidates for vacant positions.

#### 3. Scope

This policy shall be applicable to the appointment of all municipal employees excluding Municipal Manager (s) and Managers directly accountable to the Municipal Manager.

#### 4. **Applicable Legislation**

- 4.1 Constitution of the Republic of South Africa Act 108 of 1996
- 4.2 Employment Equity Act 55 of 1998
- 4.3 Chapter 7 of the Local Government Municipal Systems Act 32 of 2000
- 4.4 Basic Conditions of Employment Act
- 4.5 Labour Relations Act 66 of 1995
- 4.6 Promotion of Administrative Justice Act 3 of 2000
- 4.7 Promotion of Access to Information Act 2 of 2000

#### 5. **Additional Relevant Documents**

- 5.1 SALGBC Collective Agreement on Conditions of Service of 04 June 2009
- 5.2 Approved system of Delegations

#### 6. **Definitions**

##### 6.1 **“Directors”**

Refers to all Section 56/57 managers directly accountable to the Municipal Manager and as appointed in terms of Section 56 of the Local Government: Municipal Systems Act 32 of 2000

##### 6.2 **“Trade Unions”**

Refers to all registered trade Unions active in the Municipality, as defined in Section 213 of the Labour Relations Act 66 of 1995

##### 6.3 **“Consultation”**

Means the Municipal Manager or his/her delegated representative must engage with the stakeholders (HR & Trade Unions r) and get their input in writing. The delegated authority does not need the Consent of the relevant stakeholders. All matters for consultation on which the parties differ shall be reduced to in writing.

Stakeholders will meet twice per month to consult on all matters relating to Recruitment and Selection.

##### 6.4 **Delegated Representative**

Delegated representative shall refer to the Municipal Manager or his/her delegated representative as per the approved system of delegations

#### 6.5 "Authority to Appoint"

##### Post level 1 - 6

Municipal Manager or directors after consultation with his/her delegated representative as per the approved system of delegations

##### Post level 7 - 10

Director after consultation with the relevant Manager

##### Post level 11 - 17

Director after consultation with the relevant Manager

(This power may be delegated to the relevant Manager)

The appointment of Directors will be dealt with in terms of Section 56/57 of both the Local Government Municipal Systems Act 32 of 2000, the Local Government Municipal Systems Amendment Act of 2011 as well as the regulations.

#### 6.5 "Nepotism"

Undue favouritism and/or patronage and/or advantage granted without consideration of merit or other relevant skills, competencies, qualifications and/or experience, by persons in a relative position of power to their family or friends.

#### 6.6 "Days"

All references to days within this policy document shall be a reference to working days.

### 7. Role of Human Resources Management (HRM)

HRM must administer all levels of consultation to ensure administrative support and compliance with labour legislation, Employment Equity, Recruitment and Selection Policy, National and Provincial Guidelines.

### 8. Appointments

8.1 The Municipal Manager or his/her delegated representative as well as HRM in consultation with trade unions shall be responsible for the following:

- The compilation of the advertisement according to KPA's of a specific post (s) on an approved, signed and funded staff establishment;
- The drafting of the shortlist;
- The relevant appointment; and
- The induction process.

8.2 Human Resources Management Services shall be responsible for:

- Assisting the Municipal Manager, Director or his/her delegated representative with compiling an advertisement

- Placement of the advertisement as agreed with the Municipal Manager, Director or his/her delegated representative delegate.
- Receiving and processing of applications.
- Assisting the Municipal Manager with reference checks of short listed candidates.
- Assisting the Municipal Manager or his/her delegated representative with compiling of the shortlist (which must reflect the Employment Equity targets)
- Facilitating of interview (chair).
- Advising the Municipal Manager, Director or his/her delegated representative of Employment Equity targets for a specific vacancy.
- Assisting the Municipal Manager, Director or his/her delegated representative, with selection of an appointee.
- Finalising of documentation pertaining to the appointment.
- Facilitating the induction process.
- Notifying all shortlisted candidates whether successful or unsuccessful within a period of seven working days after completion of the interview process.

**8.3 Labour relations and/or legal services will be responsible for:**

Assisting the Municipal Manager, Director or his/her delegated representative with legal advice on request.

**9. Disclosure of Interests**

**9.1** It is required in terms of this policy document that all members who form part of the interview panel declare any direct or indirect relation they might have with any of the prospective candidates (As defined in terms of Item 5(1) of Schedule 2 of the Code of Conduct for Municipal Staff Members as contained in the Municipal Systems Act 32/2000) before the interviews are conducted.

**9.2** Item 4(1) (a) and (b) of the Code of Conduct for Municipal Staff Members of Schedule 2 of the Municipal Systems Act 32/2000 is of particular importance during the Recruitment and Selection process. It aims to eliminate nepotism and specifies that: *"A staff member of a municipality may not use the position or privileges of a staff member, or confidential information obtained as staff member, for private gain or to improperly benefit another person, or take a decision on behalf of the municipality concerning a matter in which that staff member, or that staff member's spouse, partner or business associate has a direct or indirect personal or private business interest"*.

- 9.3 All parties participating in the Recruitment and Selection of candidates must disclose any direct and/or indirect benefit they might gain during the selection process in writing, before the selection process commence.

**10. Failure to Declare Interests**

This policy document is aimed at ensuring that employment practices maximise flexibility, minimise administrative burdens on the employer and employee and generally prevent inefficiency and nepotism. Failure to comply with the conditions set under *paragraph 9* may lead to internal disciplinary action and possible criminal and civil liability. In line with Council's Fraud and corruption policy.

**11. Union Representation During Interviews**

Representation by trade unions will be limited to a maximum of one (1) shop steward per union as observers.. Non-attendance of trade unions shall not prevent the Municipal Manager, Director or his/her delegated representative person from interviewing and subsequently making an appointment.

**12. Citizenship**

All information including but not limited to a valid work permit must be provided by the applicant and must be verified with the Department of Home Affairs.

It should be noted that only the Municipal Manager or his/her delegated representative has the authority to approve or sign any documents regarding the employment of foreign employees; and foreign nationals, with authentic work permits, will only be considered if there are no suitable South African citizens/candidates available.

**13. Employment Criteria**

The following incumbents are excluded from applying for positions within the Municipality;

- 13.1 Pensioners
- 13.2 Applicants with criminal records who apply for positions for which there are statutory requirements and/or work specific requirements.
- 13.3 Applicants who have been dismissed for financial misconduct, corruption or fraud
- 13.4 Children under the age of 16

**14. Interview Panel**

The interview panel shall consist of the following-

- the Municipal Manager/Director or his/her delegated representative (interviewer)
- the Head: Recruitment and Selection or HR representative (Chairperson)



- One (1) trade union representatives of each trade union

## **15. General Guidelines**

### **15.1 Compilation of Advertisements**

- 15.1.1 All advertisements shall be available in the three (3) official languages of the Western Cape (Afrikaans, English and Xhosa) or as may be determined by HRM in conjunction with the relevant stakeholders.
- 15.1.2 The proposed advertisement/s must be forwarded to HRM (Human Resources Management) on or before the second last week of a specific month for advertising in the following month.
- 15.1.3 After consultation with relevant stakeholders, the delegated Director must complete a prescribed form (obtainable from HRM) for the approval of the advertisement and placement thereof (Form attached as approval of advertisement).
- 15.1.4 Compilation of an advertisement must be in line with the identified employment equity targets for the Western Cape Provincial targets.

### **15.2 Placing of Advertisements**

- 15.2.1 The minimum period for both external and internal adverts shall be fourteen (14) days
- 15.2.2 All internal and external advertisements will be placed during the first week of each month.
- 15.2.3 The type and location of media where advertisements are to be placed rest with the relevant department.
- 15.2.4 Job related enquiries will be referred to the relevant directorates.
- 15.2.5 The following must be standard provisions within any advertisement:
  - a) "If the applicant has not been contacted within sixty (60) days of the closing date, an applicant must accept that his/her application was unsuccessful".
  - b) The municipality reserves the right not to make an appoint

### **15.3 Job Applications**

- 15.3.2 All job applications will be forwarded to Human Resources Management Services.
- 15.3.3 Within ten (10) working days after the closing date, all received job applications will be sorted per advertisement, date stamped and counted and captured by HRM in the long list format. No applications will leave HR
- 15.3.4 All job applications received after the closing date will not be considered
- 15.3.5 Unspecified applications will not be considered.
- 15.3.6 A long list will be compiled by HRM and once completed will be forwarded to the relevant user department for compilation of a shortlist.
- 15.3.7 The shortlist shall be strictly compiled in line with the relevant requirements as indicated in the specific advertisement.

- 15.3.8 After the shortlist has been compiled and it is found that no suitable applicants are available, the vacancy needs to be readvertised. In the event of no suitable candidate being found the Municipal Manager can authorise the appointment of a Human Resource Management Services and/or a registered Recruitment Agency in an attempt to appoint a suitable applicant
- 15.3.9 Applications must be done on the prescribed procedure as stated on the advertisement and can be submitted by hand or be posted. All applications must also be accompanied by specified and certified supporting documents. Failure to adhere will result in non-consideration.
- 15.3.10 If a position is advertised within the WC024 area and suitable applications are received from outside the area, these applications will be considered for shortlisting with the proviso that no travelling costs will be reimbursed within 100km radius.

#### **15.4 Interviews**

- 15.4.2 The interview may take the form of a question and answer session and or a practical or physical assessment or exercise or both if required in terms of the advertisement
- 15.4.3 Interviews shall strictly be based on job related competency. A standard scoring system will be used.
- 15.4.4 All departments must submit shortlists to the Human Resources Management Services Department at least five (5) working days prior to the proposed interview date.
- 15.4.5 Reference checking to validate information on the Curriculum Vitae will be conducted by HRM prior to the interview process and shall be done in consultation with the relevant department, with reference to the inherent requirements of the job.
- 15.4.6 All interviews will be arranged and facilitated by Human Resources Management Services, in consultation with the delegated authority. Prospective candidates must avail themselves for an interview at the organisation's convenience. However, should the candidate not be available on the set date of the interviews, the Director or his/her relevant representative will have the discretion (provided that good reason/s are advanced by the candidate) to postpone the interview for that specific candidate with a period of three days. Failure by the candidate to avail him/herself for the interview within three working days will allow the employer to proceed with the process.
- 15.4.7 Interviews will be conducted in English. All parties involved shall uphold the strictest confidentiality in respect of any information supplied e.g. disclosing who the short-listed candidates are.
- 15.4.8 Failure to comply with Clause 13.4.7 will result in disciplinary action
- 15.4.9 All interviews will be conducted in a fair manner and questions shall be non-discriminatory and job related. Questions pertaining to a candidate's political affiliation are not allowed.
- 15.4.10 The interview shall be conducted by the Chairperson through the use of consistent

questioning techniques across interviews. The Municipal Manager, Director or delegate representative shall in consultation with the relevant stakeholders, be responsible for the compilation of relevant technical questions. Questions compiled by the relevant Directorate may be shared amongst the panel.

15.4.11 The Directorate will consult with the rest of the panel to get an indication of the reasons for their preferred candidate. Having considered all the inputs the HRM together with the Directorate's will be final.

15.4.12 The candidate with the highest scoring will be deemed the successful candidate.

15.4.13 HRM must inform candidates of their right to appeal in terms of clause 16 of the Recruitment and Selection Policy.

15.4.14 Salary negotiations will be dealt within the advertised salary band.

### **15.5 Appointments**

15.5.2 The absence of trade unions will not impede the delegated authority from making an appointment, as long as they have been duly informed about the interview. The Municipal Manager or his/her delegated representative, makes the final decision on the appointment.

15.5.3 Where a delegated person wants to appoint a candidate not in line with the Employment Equity targets, he/she must recommend such appointment to the Municipal Manager in writing. Appointments must be based to a large extent on the merits before the panellists in order for appointments to be consistent with service delivery. The Municipal Manager or his/her delegated representative, makes the final decision on the appointment.

15.5.4 Offer of employment letters will be compiled by HRM in consultation with the Municipal Manager, Director and delegated representative.

15.5.5 Appointment letters and related documentation will be finalised by the Human Resources Management Department.

### **16. Appeal Process (Internal Processes)**

All unsuccessful candidates will have the following options in terms of lodging an appeal against an appointment:

- a written notification of appeal must be submitted to the Municipal Manager or where the Municipal Manager made the appointment, to the Executive Mayor.
- such written notification must clearly specify what the ground/s of appeal are
- submission of such appeal must be within fourteen (14) days after the appointment has been made
- the Municipal Manager in consultation with the relevant Director or his/her relevant delegated representative, must respond to the appeal within a period of fourteen (14) days after receipt of the grounds for appeal.

- Should the unsuccessful candidate still not be satisfied with non-appointment, he/she will be entitled to refer the matter to the South African Local Government Bargaining Council (SALGBC) for resolution.

## **16. Compulsory Induction**

All new appointees must attend an induction session:

- 16.1 Regarding his/her new environment, the probationary period as well as the appointee's key performance areas which must be discussed with the employee at departmental level.
- 16.2 On the first working day of every month to be presented by HRM. This induction will include Conditions of Service, structural composition of Stellenbosch Municipality, functions of different Departments and all other relevant information needed for successful service delivery.

## **17 Temporary Appointments**

- Departments will facilitate the appointment/s of staff on temporary basis (not exceeding three (3) months). Consultation with labour unions is compulsory at this level.
- The Human Resource Management Services Department will facilitate the appointment of all staff on a temporary basis not exceeding three (3) months.
- If the contract is more than three(3) months the normal Recruitment & Selection process shall be followed
- Fixed term/temporary contracts must be signed by all stakeholders (Municipal Manager or delegated representative, unions) prior to the appointment being made
- A notice of termination/renewal must be sent to the employee two weeks prior to the date of expiry of a fixed term contract by HRM (Administration).
- These appointments must be approved by the Municipal Manager or his delegated representative and the Chief Financial Officer must also sign to confirm available funding.

## **18 Exit Interviews**

HRM must conduct exit interviews with staff member who are exiting the organisation.

Quarterly feedback is provided in a Quarterly report to the Finance and Corporate Committee.

## **19 Travelling Costs**

- 19.1 Traveling costs at R2 per kilometer may be paid if the applicant has to travel more than 100km (in total) to attend the interview.
- 19.2 Air tickets and booking of accommodation for applicants invited for interviews, must at all times be arranged by the Human Resources Department, in accordance with the Supply Chain Management Policy as well as the stipulations and upper limits as prescribed in this policy.

- 19.3 Booking of rental vehicles on behalf of applicants, as well as reimbursement of claims by applicants in this regard, is strictly prohibited.
- 19.4 A daily subsistence allowance of R200 will only be applicable where the interview entails one or more nights to be spent away from home, with the understanding that all personal expenses are covered by the subsistence allowance. No further expenses may be claimed.

**20 Deviation Clause**

The Municipal Manager may deviate from the provisions of this policy in line with the approved system of delegations.

**21 Policy Review**

This policy shall be reviewed annually.

FINAL REVISED POLICY



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

INNOVATION CAPITAL • ISIXEKO ESIZA NENQUQU • INNOVASIESTAD

## MINUTES OF AN SSRA MEETING AS HELD ON THE 15<sup>TH</sup> OF FEBRUARY 2018 AT 19:00, SPORTS OFFICE

### 1. Opening and welcoming

Mr James opened the meeting and welcomed all present. He introduced and welcomed Mr Albert Van Der Merwe (Manager: Community Services) and Portfolio Councillor Mdemka at the meeting. Mr Pietersen, Secretary opened the meeting with a prayer.

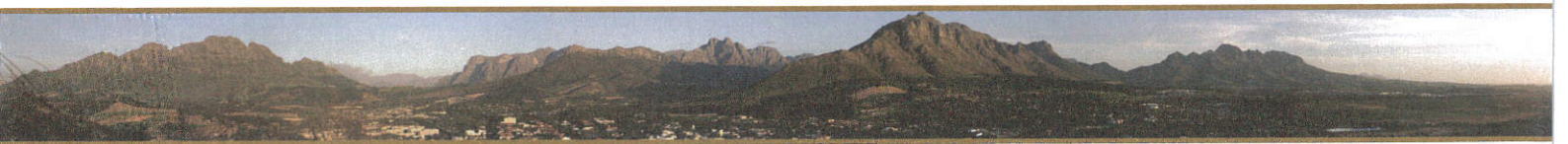
### 2 Present

Find attached the signed attendance register.

### 3. Apologies

Mr Gerald Esau

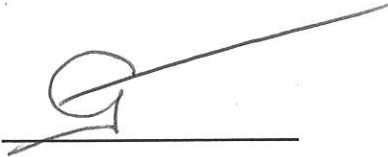
4. Signing of Lease Agreements	Action
<ul style="list-style-type: none"> <li>Mr James briefed on the background of the lease agreements and thanked all for attending. He gave over to Mr Pietersen to explain the way forward with regards to the signing of the agreements.</li> <li>Mr Pietersen: After signing of the agreements, Sport Councils have 21 days to elect a new Sport Council. Notification must go out to the community to participate in order to involve all and have a well established Sport Council. The SSRA and Sport Department must be part of the election in a oversee capacity. After all Sport Councils has done their elections, a new SSRA Executive will be elect. The period for the lease agreements is 12 months and will be reviewed in order for Sport Councils to re-sign the lease agreements.</li> <li>Ms Jones indicated that Van Der Stel elected a new Sport Council in November 2017 and wanted to know if an election must be held again after their lease agreement has been signed. Send an email in November 2017 to inform the SSRA.</li> <li>Mr Anthony requested the possibility to extend the 21 days.</li> <li>Mr Minnis feels that Van Der Stel should also have their lease agreement signed together with all the other Sport Councils.</li> <li>Mr Daniels mentioned the lease agreements that was circulated in 2015 and the agreements that has to be signed now differs from what was distributed. His Sport Council did not give him the mandate to sign the lease agreement.</li> <li>Mr Minnis raised the question as to what will happen if a Sport Council is not mandated to sign the lease agreement.</li> <li>Mr Pietersen responded to Mr Daniels and Minnis's questions. The lease agreements was scrutinized by the Council and approved, there is no punishment. If Sport Councils does not sign, the communities will be set back and communities are aware of the meeting of tonight.</li> <li>Mr Cloete enquire about Groendal that is still in a C category after requests</li> </ul>	<p>Sport Councils to inform the Secretary of their election.</p> <p>Mr James to get back to Ms Jones.</p>



were sent to be placed in a B category. He is aware of the Sports Plan that categorised Groendal as a C. Mr Abrahams responded that as previously indicated to Mr Cloete, the Council approved the Sports Plan as Groendal in a C category. The Sports Plan will be reviewed in June 2018 where Groendal can be justified in a B category.

- Ms Jones enquired for clarity purposes that Van Der Stel will still sign their agreement seperately. Mr Abrahams replied that there are still requests that must be submitted before commencing with the signing of Van Der Ste's lease agreement.
- Mr Lakay raised his concern with regards to the assessment list that was received where some defects was omitted from the list. He also enquired about the commencement of games due the current drought situation. Mr Abrahams replied that their request is noted and that all defects including those that was omitted from the submitted list will be repaired or replaced.
- Mr Pietersen indicated that Van Der Stel and Ida's Valley has already taken the decision to temporary stop games during this time. WP also distributed a letter to temporary stop games. A meeting was requested by WP with Stellenbosch regarding this matter. Mr Gabriels will attend the meeting. Mr Gabriels also mentioned that games scheduled for this weekend will commence and that all Easter tournaments is cancelled. Awaiting notice from the Municipality as to the temporary stopping of usage of fields. Mr Anthony request that all Sport Councils be invited to attend the meeting of WP.
- Mr Cloete indicated that they are Franschoek Sport Council and not Groendal. He requested that this be rectified.
- Mr Meyer raised his concern with regards to the income generated that is limited due to the stolen fence. Mr Abrahams replied that only a wall will help. The Sport Department will investigate.
- Mr Anthony enquired why Klappmuts does not have a lease agreement. Mr James replied that instruction was received that Klappmuts, Van Der Stel and Kayamandi will not sign lease agreements. Kayamandi has an interim structure. Mr Anthony refers to a Council Item of 29/11/2017 where there is nothing said about Klappmuts and Kayamani that cannot sign. Mr Minnis is very upset about this decision of certain Sport Councils not being part of the signing of the lease agreements and feels disgusted and that the SSRA and Sports Department can't be trusted. He wanted to know why the Chairperson is not doing anything. Councillor Mdemka responded that the mandate came from the Mayor to withhold the agreements of Klappmuts and Kayamandi until the Mayor is ready to speak to the SSRA and Klappmuts. Mr Anthony wanted to know if this is not a concern for the Chairperson. Mr James responded that he was very upset and defended when he received the news, but this is political decision. Director Esau was supposed to attend the meeting to attend to the questions of the Sport Councils. Mr Minnis feels that this is a serious matter and feels naked in terms of trustworthy. He indicated that there is no communication from the SSRA. He requested that all Sport Councils be treated the same. He feels that this is sad for the community and demand to know whats going on. He is sorry to say, but he was not mandated by Ida's Valley to sign the agreement and will therefor not sign. Mr Cloete add that all Sport Councils should have been informed of who will sign and who will not. He feels they have the right to know and feels very dissapointed. Mr Saaiman feels very dissapointed. He has been here for more than 10 years and still there is nothing for them to sign. He will address this with the Minister soonest. Mr Abrahams indicated that a clarification meeting will be scheduled

	<p>with Mr Saaiman to address his dissatisfaction.</p> <ul style="list-style-type: none"><li>• The following Sport Councils signed Lease Agreements:<ul style="list-style-type: none"><li>• Kylemore</li><li>• Pniel</li><li>• Groendal</li><li>• Jamestown</li><li>• Lanquedoc</li><li>• La Motte</li><li>• Raithby</li><li>• <i>Cloetesville – no mandate</i></li><li>• <i>Ida's Valley – no mandate</i></li></ul></li></ul>	
<b>5.</b>	<b>Meeting adjourned</b>	<b>21:15</b>



**GARTH ABRAHAMS**  
**HEAD: SPORT AND FACILTIES**





ATTENDANCE REGISTER OF A MEETING: SSRA MEETING

TIME: 19 H 00

DATE: 15 FEBRUARY 2018

PLACE: COUNCIL CHAMBERS

Name & Surname	Organisation	Contact number	Email address	Signature
PETER OTOBER	CSR	065 867 5812	cbetevellspointward@gmail.com	
KEITH CYSTER	PSK	0735052262	cyster.keith@gmail.com	
MARCEL GROENEWALD	ISR	0833114020	kgroenevald11b@tdkomsa.net	
BRIAN MINNIS	ISR	0843922296	brinnis@uwc.ac.za	
Gregory Viljoen	LSR	071 551 7792	languedasbr@gmail.com	
Johannes Rabe	Klapmuts	076 499 8162	—	
JC Anthony	Klapmuts SportForum	082 381 6601	—	
M. K. JAMES	S.S.C.A	082 557 2861	—	
Mauie Petersen	SSRA	0767394909	—	
ANDREI CABRIELS	STB/MUN	8163	—	
FAN ADAMS	STB/MUN	8421	Ian. Adams@stelllenbosch.gov.za	
Samantha Davids	Sport	8166	—	



ATTENDANCE REGISTER OF A MEETING: SSRA Meeting

DATE: 15/02/2018 PLACE: Council Chambers

TIME: 19:00

Name & Surname	Organisation	Contact number	Email address	Signature
Rory Leo	LA MOTTE SPORT COUNCIL	0810794663	lamottesport@yahoo.com	
Alda van Zyl	La Motte Sport	060478059	Aldavan3130@gmail.com	
Eddie Coetzee	FLANSCHHOEK	0724141110	eclodie@fest1.co.za	
D. Boonraier	LA-MOTTE SPOR	073 3703755	BoonraierDennis45@gmail.co	
Oldrin Meyer	JAMES TOWN	0844807176	oldrinmeyr@capetown.gov.za	
Walter Samuels	RAITHBY	0726086490	walterjsamuels@gmail.com	
S. Jones	VDS	0218873158	vanderstel@adept.co.za	
M. de Koker	VDS	0836096338	michael@sgpeg.co.za	
XOUSWA MDEMKA	CLLR	0844810844	sgoeth.h.chruchans@Stellenbosch.gov.za	
CHARTM ABRAMAMS	STB. Municipality Sport	0215088106		
Ald Merwe	STB Municipality Com. Services	0724258675	albert.vandermere@stellenbosch.gov.za	

*[Handwritten mark]*



11.	<b>CONSIDERATION OF URGENT MOTIONS</b>
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12.	<b>URGENT MATTERS SUBMITTED BY THE MUNICIPAL MANAGER</b>
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13.	<b>CONSIDERATION OF REPORTS</b>
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13.1	<b>REPORTS SUBMITTED BY THE SPEAKER</b>
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13.1.1	<b>REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR A FRAZENBURG</b>
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Collaborator No:  
IDP KPA Ref No:

Good governance and Compliance

Meeting Date:

16<sup>th</sup> Council Meeting, 28 March 2018

**1. SUBJECT: REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR A FRAZENBURG**

**2. PURPOSE**

To obtain Council recommendation for the alleged allegation of misconduct against Councillor AR Frazenburg.

**3. DELEGATED AUTHORITY**

Municipal Council for referral to the Section 79 Committee: Disciplinary Committee for Councillors.

**4. EXECUTIVE SUMMARY**

The Office of the Speaker received a formal complaint from Mr G Herman from the Community Care and Rehabilitation Centre in Franschoek regarding the conduct of Councillor AR Frazenburg.

Mr Ettiene Vermaak was appointed to assist the Office of the Speaker with the investigation into this allegation.

**5. RECOMMENDATIONS**

- a) that Council decides that no action be taken against Cllr AR Frazenburg in terms of the Code of Conduct for Councillors; and
- b) that Pastor Herman be informed that an independent investigation had shown that Cllr Frazenburg had not given permission to any soccer club to use or to rent the Opstal for the period 14 – 18 April 2017.

**6. DISCUSSION / CONTENTS****6.1 Background**

Mr George Herman, a pastor who is the Chief Executive Officer of the Community Care and Rehabilitation Centre in Franschoek, in a sworn affidavit, dated 10 August 2017, alleged that Cllr Frazenburg rented out the Mooiwater Opstal, a property owned by the Municipality, to an unidentified group of soccer players during the Easter Weekend from 14 – 18 April 2017.

**6.2 Discussion**

An investigation was undertaken by Adv Etienne Vermaak on the allegations against Councillor Frazenburg. All documentation is attached as **ANNEXURE 1**.

**6.3 Financial Implications**

None

**6.4 Legal Implications**

Municipal Systems Act, 32 OF 2000 – Schedule 1 : Code of Conduct for Councillors Section 13 and Section 14 :

***“Duty of chairpersons of municipal councils***

*13.1 If the chairperson of a municipal council, on reasonable suspicion, is of the opinion that a provision of this Code has been breached, the chairperson must-*

- a. authorise an investigation of the facts and circumstances of the alleged breach;*
- b. give the councillor a reasonable opportunity to reply in writing regarding the alleged breach; and*
- c. report the matter to a meeting of the municipal council after paragraphs (a) and (b) have been complied with.*

*13.2 A report in terms of subitem (1)(c) is open to the public.*

*13.3 The chairperson must report the outcome of the investigation to the MEC for local government in the province concerned.*

*13.4 The chairperson must ensure that each councillor when taking office is given a copy of this Code and that a copy of the Code is available in every room or place where the council meets.*

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**Breaches of Code**

14.1 A municipal council may-

- a. investigate and make a finding on any alleged breach of a provision of this Code; or
- b. establish a special committees-
  - i. to investigate and make a finding on any alleged breach of this Code; and
  - ii. to make appropriate recommendations to the council.

14.2 If the council or a special committee finds that a councillor has breached a provision of this Code, the council may-

- a. issue a formal warning to the councillor;
- b. reprimand the councillor;
- c. request the MEC for local government in the province to suspend the councillor for a period;
- d. fine the councillor; and
- e. request the MEC to remove the councillor from office.

14.3 a. Any councillor who has been warned, reprimanded or fined in terms of paragraph (a), (b) or (d) of subitem (2) may within 14 days of having been notified of the decision of council appeal to the MEC for local government in writing, setting out the reasons on which the appeal is based.

- b. A copy of the appeal must be provided to the council.
- c. The council may within 14 days of receipt of the appeal referred to in paragraph (b) make any representation pertaining to the appeal to the MEC for local government in writing.
- d. The MEC for local government may, after having considered the appeal, confirm, set aside or vary the decision of the council and inform the councillor and the council of the outcome of the appeal.

14.4 The MEC for local government may appoint a person or a committee to investigate any alleged breach of a provision of this Code and to make a recommendation on whether the councillor should be suspended or removed from office.

14.5 The Commissions Act, 1947 (Act No.8 of 1947), may be applied to an investigation in terms of subitem (3).

14.6 If the MEC is of the opinion that the councillor has breached a provision of this Code, and that such contravention warrants a suspension or removal from office, the MEC may-

*a. suspend the councillor for a period and on conditions determined by the MEC; or*

*b. remove the councillor from office.*

*14.7 Any investigation in terms of this item must be in accordance with the rules of natural justice.*

**6.5 Staff Implications**

N/A

**6.6 Previous / Relevant Council Resolutions:**

None requested

**6.7 Risk Implications**

N/A

**6.8 Comments from Senior Management:**

None

**ANNEXURES**

Annexure 1 – Investigation Report from Adv Vermaak.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Nicky Ceasar
<b>POSITION</b>	Senior Administrative Officer: Office of the Speaker
<b>DIRECTORATE</b>	Strategic and Corporate Services
<b>CONTACT NUMBERS</b>	021 808 8618
<b>E-MAIL ADDRESS</b>	Nicky.ceasar@ Stellenbosch.gov.za
<b>REPORT DATE</b>	2018-03-28

# **APPENDIX 1**



**CONFIDENTIAL**

**REPORT REGARDING AN ALLEGATION OF MISCONDUCT BY CLR A  
FRAZENBURG OF STELLENBOSCH MUNICIPALITY**

**REPORT BY ADV ETIENNE VERMAAK**

**5 DECEMBER 2017**

## **BACKGROUND**

I was appointed by the Municipal Manager, at the request of the Speaker, in a letter dated 22 September 2017 to investigate an allegation of misconduct against Clr A Frazenburg of Stellenbosch Municipality. The said letter is attached hereto as **Annexure A** on page 10.

## **TERMS OF REFERENCE**

My terms of reference is an allegation of misconduct made against Clr Frazenburg by Mr George Herman, a pastor who is the Chief Executive Officer of the Community Care and Rehabilitation Centre in Franshhoek , in a sworn affidavit dated 10 August 2017, which is attached as **Annexure B** on page 11. In this affidavit he essentially alleges that Clr Frazenburg had rented out the Mooiwater Opstal in Franschoek, a property owned by the Municipality, to an unidentified group of soccer players during the Easter weekend from 14 to 18 April 2017.

## **DOCUMENTATION INITIALLY PROVIDED**

Apart from Annexures A and B hereto, I was also provided with:

1. An undated letter by Pastor Herman on the letterhead of the Community Care and Rehabilitation Centre in Franshhoek in his capacity as the Chief Executive Officer, attached hereto as **Annexure C** on page 12.
2. A sworn affidavit by Ms Abigail Henricks, a municipal employee who works at the Mooiwater Opstal, attached hereto as **Annexure D** on page ....
3. A letter by the Speaker, dated 8 May 2017, addressed to Clr Fazenburg , informing him of the allegation and requesting him to respond in writing thereto, which is attached as **Annexure E** hereto on page 14.
4. A letter by Clr Frazenburg, dated 22 May 2017 and addressed to the Speaker, in which he responded to the said allegation, which is attached as **Annexure F** hereto on page 15.

## **LEGAL FRAMEWORK**

This investigation is guided by the provisions of the Code of Conduct for Councillors, Schedule 1 to the Local Government: Municipal Systems Act, No 32 of 2000.

## **METHODOLOGY**

After studying the documentation provided, I arranged an interview with Clr Frazenburg. I have also conducted an interview with Ms Abigail Hendricks via a separate telephone call. In addition, I had an interview with Mr Piet Smit of the Municipality, the Property Manager. I also had an interview with former ward Clr James Morgan via telephone. I have attempted several times to call Pastor George Herman to set up an interview with him, but I have not been able to speak to him or to leave a message (he does not have voicemail). I have sent him a WhatsApp (but on 4 December 2017 it shows on his WhatsApp profile that he had last read a WhatsApp message on 10 August 2017) and I have sent the same message to him via sms. I have also sent him an e-mail, which is attached as **Annexure G** on page 16 to which he has not replied.

## **SUMMARY OF THE INFORMATION IN THE DOCUMENTATION PROVIDED**

In short, it appears that Pastor Herman had visited the Mooiwater Opstal during the Easter weekend in 2017 and found that about 60 people, mostly soccer players, were staying in the Opstal after being informed of this by Ms Abigail Hendricks, who works at this facility.

Ms Hendricks says in her affidavit that when she reported for work on Saturday, 15 April 2017, she found a group of people (who appeared to belong to the same soccer club) in the Youth Centre at Mooiwater. When she asked them what they were doing there, she was told that former Clr James Morgan gave them permission to use the hall.

They further informed her that they received the keys for the Opstal from Clr Frazenburg when they arrived at 22:00 on Friday night, 14 April 2017. She accepted it as such and the group of people left the Opstal on Tuesday, 18 April 2017.

She informed Pastor Herman of this and he visited the Opstal on 18 April 2017 before the group of people had left. Pastor Herman then found the Opstal to be in a mess and he filed a written complaint by sending his complaint to Mr Widmark Moses, Mr Gerald Easau Carmen, the Professional Assistant in the Mayor's office, and to the Mayor herself. This complaint is an undated letter by Pastor Herman on the letterhead of the Community Care and Rehabilitation Centre in Franshoek in his capacity as the Chief Executive Officer, attached hereto as **Annexure C** on page 12.

## INTERVIEWS

### Clr Frazenburg

I had an interview with Clr Frazenburg on 8 November 2017 in the boardroom of the Speaker. In summary he told me that:

1. He first learnt about the allegation against him when Mr Donovan Muller of the Mayor's office gave him a copy of the affidavit by Ms Abigail Hendricks in May 2017.
2. He then received a letter from the Speaker, dated 8 May 2017, informing him of the allegation and requesting him to respond in writing thereto, which is attached as **Annexure E** hereto on page 14.
3. He responded on 22 May 2017 in writing to the Speaker's letter (**Annexure F** on page 15) in which he denied his involvement in renting out the Mooiwater Opstal to a group of soccer players.
4. As he stated in his letter above, he informed me in the interview that there are three persons, according to his knowledge, who have keys for the hall of the Mooiwater Opstal and those are Sylvia and Queeny (employees of the Municipality) and a security company, Metro Security.
5. He informed me further that he was in Port Elizabeth for the Easter weekend from 14 to 17 April 2017 to visit his parents and as such it was impossible for him in any event to hand over keys for the Opstal at 22:00 on 14 April 2017 to the group of soccer players (this was the time that they have arrived according to the affidavit of Ms Hendricks which is **Annexure D** on page 13), even if he did have the keys to the Opstal (which he does not).
6. When I asked him why Pastor Herman pointed the finger to him by saying that he (Clr Frazenburg) had rented out the Opstal to this group of people, he explained that that Pastor Herman is hitting back at him because he (Clr Frazenburg) put pressure on Pastor Herman for allegedly misusing funds in a property transaction in Franschhoek.
7. He explained that the Pastor apparently also works as an Estate Agent and that the Pastor had sold the home of his (Clr Frazenburg) wife's Auntie, Dina Alexander, in Santa Rosa street in Franschhoek. He believes that the Pastor had misused some of the funds from the sale of this home, which should have been paid to Ms Dina

Alexander. He (Clr Frazenburg) became involved in a process to get the Pastor to pay the said funds to Ms Alexander.

8. He believes therefore that the Pastor took revenge for his (Clr Frazenburg) role in creating pressure on him to pay a certain amount of money over to Ms Alexander, by accusing him of renting out the Mooiwater Opstal.
9. He told me that he feels aggrieved by the allegation of Pastor Herman, as it is implied by Pastor Herman that, not only did he unlawfully rent out the Opstal to the group of soccer players, he also took the rental money for himself.
10. He said that until the date of our interview, he had no idea which soccer club had stayed there, as neither Pastor Herman nor Ms Hendricks were able to identify the soccer club in their respective affidavits. Neither do they give the names of the representatives of the soccer club whom they (Pastor Herman and Ms Hendricks) had spoken to in their affidavits. He pointed to the fact that Ms Hendricks, in her affidavit (**Annexure D** on page 13), stated clearly that she was informed by the group of soccer players that former Clr James Morgan had given them permission to stay at the Mooiwater Opstal for the Easter weekend.

#### **Mr Piet Smit**

He informed me on 13 October 2017 in his office that the Municipality had bought the farm, Mooiwater, in Franschhoek for future housing projects and that the farm has a farmhouse. For the past 15 years the farm was used for various purposes by NGO's, apart from serving as the ward office for the Ward Councillor at the time, former Clr James Morgan. He mentioned that, for instance, many church groups used the Opstal to have their services there and the Opstal was also used as a training facility for the youth.

He explained that since the last municipal elections, the Opstal is no longer used as the office of the Ward Councillor and neither is it being used as a youth training facility. The Opstal is, to a large extent, not being utilised by the Municipality for official purposes. He informed me that some Councillors do approach him from time to time for permission to use the Opstal for community purposes, but in this instance no Councillor had approached him for permission to use the Opstal for accommodation by a soccer club during the Easter weekend in 2017.

He further informed me that there was no written policy for the use of municipal facilities such as the Mooiwater Opstal at the time, but that they have formulated a policy in this

respect for vacant municipal property as part of the new tariff structure which was implemented as from 1 July 2017.

### **Ms Abigail Hendricks**

She told me during an interview via telephone on 4 December 2017 that she stands by her affidavit (**Annexure D** on page 13), which she had made in August 2017. She added that she told Pastor Herman about the visit of the soccer players and that they have told her that James Morgan, a former Ward Councillor, gave them permission to stay there when she arrived for work on Saturday morning, 15 April 2017. When she asked them when they arrived, they told her at 22H00 the previous evening. She does not know who arranged to open the Opstal for them that Friday evening. She understood from them that a Councillor had arranged the keys for them and assumed that it was Councillor Frazenburg. She does not know what the name of the soccer team is or any names of any of the representatives of the team. She knows that the team is from the West coast region, but she is not entirely sure about which town they come from. She also told me that she knew nothing about the alleged rental of the Mooiwater Opstal and that she does not know from whom Pastor Herman received information that the Opstal was rented to the soccer team.

### **Pastor George Herman**

As stated earlier, Pastor Herman has not responded to my calls to him, nor my e-mail to him, nor my WhatsApp to him and neither to my sms to him. Consequently, the only input that I have from him in this matter, is his affidavit and his letter. His affidavit and his letter contain information which is in direct contrast to the affidavit of Abigail Hendricks and I wanted to clarify that with him, as I know that Ms Hendricks told him about the visit of the soccer team and as such she was his source of information.

The important differences are that Ms Hendricks says in her affidavit that the soccer players had told her that James Morgan gave permission to them to stay there, whereas Pastor Herman states that Clr Frazenburg gave permission for them to stay there. The other important difference is that Ms Hendricks said that the soccer team had used the hall to sleep in and that she knows nothing about it being rented by the soccer team, whereas Pastor Herman states that Clr Fazenburg had rented the Opstal to the soccer team, implicating that Clr Frazenburg had received money as rent from the soccer team with the further implication that such monies were not paid over to the Municipality.

### **Mr James Morgan**

He told me during an interview via telephone on 4 December 2017 that he did not give permission for the soccer team to stay at the Mooiwater Opstal, as the soccer players had

told Ms Abigail Hendricks. He said that he does not have the authority to do so in any event. He knows nothing about the arrangements for their stay and he only heard about it afterwards.

## EVALUATION OF EVIDENCE

I want to start off by saying that I could not find any person who could say to me that he or she had received permission from Clr Frazenburg to use the Opstal as accommodation during the Easter weekend in 2017 from 14 to 18 April 2017.

Neither could I find any person who could say to me that he or she had received the keys for the Opstal from Clr Frazenburg to use the Opstal as accommodation during the Easter weekend in 2017 from 14 to 18 April 2017.

What I have, as far as the allegation against Clr Frazenburg is concerned, is an affidavit by Ms Abigail Hendricks, in which she says that she received certain information from unknown person or persons, who are associated with an unknown soccer club. This is hearsay. Therefore the allegation that the unknown soccer club received the keys for the Opstal from Clr Frazenburg when they arrived at 22:00 on 14 April 2017, is based on hearsay. It is information that was allegedly given to her by an unidentified person from an unidentified soccer club.

It is also noteworthy that I could only find one person who said to me that she had heard that the representatives of the soccer club had received the keys for the Opstal from Clr Frazenburg and that person is Ms Hendricks. It is also noteworthy that Ms Hendricks mentions in her affidavit that she was told by an unidentified person of the unidentified soccer club that it was the previous ward Councillor, Clr James Morgan, who gave them "permission to use the hall" and not Clr Frazenburg.

It is further noteworthy that in her said affidavit, Ms Hendricks does not say that the hall of the Opstal was rented out to the soccer club. Instead, she stated that the hall was "used" by the soccer club after "the previous Ward Councillor, James Morgan, gave them permission to use the hall." As she was Pastor Herman's source of the information in this regard, it begs the question why Pastor Herman stated in his affidavit "... I wish to state that my complaint with regards to Mooiwater Opstal that was reported to myself as rented out to soccer palyers over the Easter period of 2017 by Clr Frazenburg stands as it is."

The words "... that was reported to myself as rented out..." clearly refers to Ms Hendricks as she was the one who had notified Pastor Herman of the soccer club being at the Opstal. Yet she never stated in her affidavit that the Opstal "was rented" out and one must assume that Pastor Herman had jumped to an incorrect conclusion in this regard. This observation is strengthened by the undated letter that the Pastor had written to Windmark Moses

(Annexure C on page 12) where he goes as far as to say that the Opstal was used as a “guesthouse” in paragraph 6 of his letter. The letter is absurd in the sense that the Pastor firstly states in paragraph 5 thereof that Clr Frazenburg rented the Opstal out to the soccer players, but then in the next paragraph 6 he demands to know who had rented out the Opstal out as a “guesthouse”.

## FINDINGS

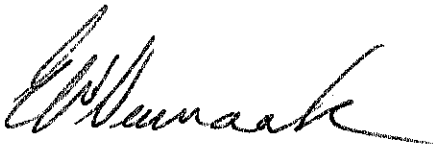
Regarding the allegation that Clr Frazenburg had given permission to the unknown soccer club to use it or to rent it as the allegation of Pastor Herman suggests, my findings are as follows:

1. Not even the source of his information about the Opstal being used by a soccer club, Ms Hendricks, supports the allegation by Pastor Herman, as she clearly stated in her affidavit that she was told by an unidentified person associated with the unknown soccer club that former ward Councillor, James Morgan, had given them permission to stay there for the Easter weekend. As I said before, even this is hearsay.
2. I could not find any other person who could verify that he or she was present when Clr Frazenburg had given permission for the soccer club to use or to rent the Opstal during the Easter weekend. It is only Pastor Herman who alleges that Clr Frazenburg gave permission to the soccer club to rent it and I believe that he has no factual basis for this allegation.
3. I could not find any person who could verify that he or she was present when Clr Frazenburg handed the keys for the Opstal to the soccer players at 22:00 on Friday, 14 April 2017. This is something that Ms Hendricks had heard from one of the persons associated with the soccer club. It is devoid of any truth as Clr Frazenburg was in Port Elizabeth at his parents’ house for the Easter weekend.
4. I could not find any person who could verify that Clr Frazenburg was in possession of the keys to the Opstal at the time.
5. I could not find any person who could verify that Clr Frazenburg had received money from the soccer club as the rent of the Opstal for the Easter weekend, as alleged by Pastor Herman.
6. Consequently, I have found no evidence to prove the allegations by Pastor Herman that Clr Frazenburg had given permission for a soccer club to use or to rent the Opstal during the Easter weekend in 2017.



**RECOMMENDATIONS:**

1. That no action be taken against Clr A Frazenburg in terms of the Code of Conduct for Councillors.
2. That Pastor Herman be informed that an independent investigation had shown that Clr Frazenburg had not given permission to any soccer club to use or to rent the Opstal for the period 14 to 18 April 2017.

**ADV E W VERMAAK****5 DECEMBER 2017**

"A"

10



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Reference No: 3/6/4

22 September 2017

Adv Etienne Vermaak  
26 Cabernet Sauvignon Street  
Oude Westhof  
Bellville  
7530

Dear Sir

## APPOINTMENT TO ASSIST SPEAKER WITH INVESTIGATIONS IN REGARD TO COUNCILLORS

The Municipal Manager referred two investigations to me to appoint a person to assist the Speaker, Cllr Donovan Joubert, with the investigations. I have discussed the matter with the Municipal Manager as I am uncomfortable to use one of the internal staff members in the legal section to investigate allegations against councillors. She has agreed that you be appointed to assist the Speaker at the same rates as provided to us and attached hereto.

I confirm that I have handed the documentation of allegations against the following two councillors to you:

Cllr Frazenberg  
Cllr Palishwa Sitsholu

You are requested to contact the Speaker at your earliest convenience to discuss the assistance needed.

Yours faithfully

A M C DE BEER  
DIRECTOR: CORPORATE AND STRATEGIC SERVICES

"B"

11

I, GEORGE HERMAN, DECLARE UNDER OATH IN ENGLISH:-

I am a 47 year old male / female, ID nr. 7004205668085 and I reside at 34 SANTA ROSA STREET phone no. 0719163911 and work at Agriestek's Haven Rehabilitation Centre. I hereby wish to state that my complaint with regards to malicious assault that was reported to myself or read out to soccer players over the radio period of 2017 by councillor Franschoek stands as it is. All relevant documents with my complaint that consist of all detail, was emailed to Widmark (Mrs. Gerald Sagan as well as Carmen CPA to the mayor) and the mayor herself. I personally when not informed about the sent of malicious, visited malicious assault & found the soccer players to total of 4 to 60 people on the premises. On the day of my visit the rooms were left dirty with used condoms all over the place.

*[Large handwritten scribble]*

I KNOW AND UNDERSTAND THE CONTENTS OF THIS DECLARATION.

I HAVE NO OBJECTION IN GIVING THE PRESCRIBED OATH.

I KNOW THE OATH TO BE BINDING TO MY CONSCIENCE.

FRANSCHHOEK  
2017/08/11

SUID-AFRIKAANSE POLISEDIENST  
COMMUNITY SERVICE CENTRE  
10 AUG 2017  
FRANSCHHOEK  
COMMUNITY SERVICE CENTRE  
SOUTH AFRICAN POLICE SERVICE

I CERTIFY THAT THE ABOVE STATEMENT WAS TAKEN BY ME AND THAT THE DEPONENT HAS ACKNOWLEDGED THAT HE/SHE KNOWS AND UNDERSTANDS THE CONTENTS OF THE STATEMENT. THE STATEMENT WAS SWORN TO / AFFIRMED BEFORE ME AND DEPONENT'S SIGNATURE / MARK / THUMBPRINT WAS PLACED THEREON IN MY PRESENCE.

FRANSCHHOEK  
2017/08/11

*[Handwritten signature]*  
*[Handwritten initials]*  
AC M...  
2712685

# Community Care & Rehabilitation Centre

Head Office | 34 Santa Rosa Street | Franschhoek | 7690 | Cape Province  
M 071 916 3911 | pastorgeoherman@gmail.com



Dear Widmark

1. Our previous discussions have reference.
2. It is with sadness but also the utmost disgust that I once again forward this communiqué to you.
3. On 20 April 2017 I once again visited Mooiwater Opstal, only to see how dilapidated and messed up the place is, from inside out. Stinking / smelling water in the kitchen... floors and doors broken... Dirt all over... Disgusting. Disgusting. Disgusting!!
4. This place can be and must be used with immediate effect and cannot be left to be further broken down!
5. On top of this, it came to my attention, that Councilor Frazenberg rented out Mooiwater Opstal over the weekend of 14 – 18 April 2017, to a busload of soccer players. They left the place behind in filth, with condoms lying all over the place!!
6. I demand answers on:
  - a. Who entitled Mooiwater to be rented out as a guesthouse?
  - b. Who authorized this, on what Council meeting and with who's consent?
  - c. What was the fees charged and by whom?
  - d. Who received the cash paid?
  - e. What will the fees be used for and/or for what Community Project will it be utilized and when?
  - f. Exactly how many soccer players/ guests were accommodated and what was the authorized fee / amount paid by each player?
7. Kindly urgently liaise with myself in regards to this most urgent query.

**SIGNED**  
**(GEORGE HERMAN)**  
**CHIEF EXECUTIVE OFFICER: PASTOR**

*Pastor George J. Herman - Pastoral Counsellor*

*Matthew 25: 35 - 36*

*"For I was hungry and ye gave me to eat; I was thirsty, and ye gave me drink; I was a stranger, and ye took me in; Naked, and ye clothed me; I was sick and you visited me; I was in prison, and ye came unto me."*



Abigail Hendricks

DECLARE UNDER OATH

I am a ..... year old male / female, ID nr. 79115 075 08 2 and I reside at 13 Lowerlea Smith / Moorwater phone nr. 083 613 7090 and I work at ..... with phone number .....

During the easter<sup>2</sup> weekend of 15/16/17 April 2017 when I reported on duty the Saturday. The soccer people were in the youth centre at Excedat sportsfield Moorwater.

I asked them<sup>3</sup> what they were doing there and one of them told me that the previous wad councillor James Mangan gave them permission to use the hall.

Apparently they received the key from ward councillor Trazenburg. They arrived there at 22:00 the Friday night. They stayed the whole weekend and left the next Tuesday.

They told me that they use the centre regularly. This is all I want to state.  
I KNOW AND UNDERSTAND THE CONTENTS OF THIS DECLARATION.

I HAVE NO OBJECTION IN GIVING THE PRESCRIBED OATH.  
I KNOW THE OATH TO BE BINDING TO MY CONSCIENCE.

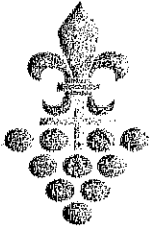
FRANSCHHOEK  
2017/ 08/ 16  
13.20

Hendricks

I CERTIFY THAT THE ABOVE STATEMENT WAS TAKEN BY ME AND THAT THE DEPONENT HAS ACKNOWLEDGED THAT HE/SHE KNOWS AND UNDERSTANDS THE CONTENTS OF THE STATEMENT, THE STATEMENT WAS SWORN TO / AFFIRMED BEFORE ME AND DEPONENT'S SIGNATURE / MARK / THUMBPRINT WAS PLACED THEREON IN MY PRESENCE.

FRANSCHHOEK  
2017/ 08/ 16  
13.20

Stamp: COMMUNITY SERVICE CENTRE, 16 AUG 2017, COMMUNITY SERVICE CENTRE, POLICE SERVICE



OFFICE OF THE SPEAKER

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Ref No: 3/6/4

08 May 2017

Councillor A. Frazenburg

25 Forrel crescent

Mooiwater

Franschhoek

**Breach Code of Conduct for Councillors**

It is alleged that you have breach the Code of conduct for councillors.

It is alleged that you have commit the following transgressions.

- It is alleged that you have rented out Mooiwater Opstal over the weekend of 14-18 April 2017 to a busload of soccer players.

The code of conduct for councillors requires me to authorise an investigation of the facts and in circumstances of an alleged breach, if of the opinion that a provision of this code has been breached. Before considering the investigation, I hereby afford you the opportunity to reply in writing regarding the alleged breach by no later than 16H00 on 22 May 2017

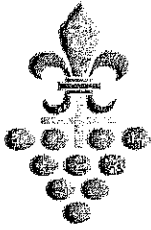
Yours faithfully

Councillor DD Joubert

Speaker

021 80808074

mailto: Speaker2 stellenbosch.gov.za



"F"  
15  
STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

22 May 2017

Dear Speaker

Councillors are not responsible for Municipal Buildings. It falls under Property Manager, Mr Piet Smit. I never rented out Mooiwater Opstal to anybody during the weekend of the 14 & 18 of April 2017. Secondly I never spoke to a bus load of soccer players I also do not know the names of the soccer teams. Thirdly, there is only three people that have access to that build and have the keys, namely Sylvia and Queeny, employees of the municipality and also the security company, called Metro Security.

I also want to know who is the person responsible for renting out the Mooiwater Opstal and further on can I have a copy of the complainant for my own record.

I hope you find this in order.

Kind Regards

.....  
Cllr Aldridge Frazenburg



Outlook Mail

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New | Reply | Delete | Archive | Move to | Categories | ...

^ Folders

- Inbox 706
- Junk Email 115
- Drafts
- Sent Items
- Deleted Items 42
- Archive
- Conversation History
- standard bank staten

INVESTIGATION REGARDING USE OF MOOIWATER OPSTAL DURING EASTER WEEKEND

EV Etienne Vermaak  
 Today, 11:03 AM  
 pastorgeoherman@gmail.com

Dear Sir

I have been appointed at the request of the Speaker of Stellenbosch Municipality to investigate your complaint regarding the use of the Mooiwater Opstal during the Easter weekend in 2017.

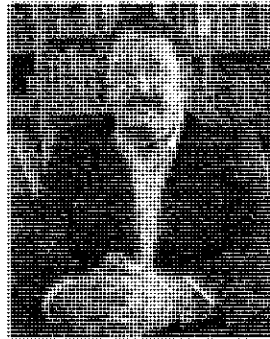
I have tried to call you, but I have been unable to talk to you or to leave a voicemail, as you apparently do not have a contact number 071 916 3911.

I have studied your affidavit and your letter on the letterhead of the Community Care Rehabilitation Center in this regard. I would like to help me to answer the following questions as a matter of urgency:

1. Is it correct that you were informed by Ms Abigail Hendricks who works at the Mooiwater Opstal about the use of the Opstal?
2. Do you know the name of the soccer team or any representative of the team whom you have spoken to (the captain for example) ?
3. In her affidavit, Ms Hendricks only made mention of the fact that the soccer team had "used" the Opstal to store their equipment without the permission of former ward Councillor James Morgan. She did not say that it was rented out by Clr Frazenburg as you said in your affidavit and in paragraph 5 of your letter. Who informed you that the Opstal was rented out by Clr Frazenburg?

I would appreciate your earliest response to these questions as I want to finalise this report today.

Kind regards



**ADV ETIENNE VERMAAK**  
**B.A.( LAW) LLB**  
**STELLENBOSCH UNIVERSITY**

Upgrade to Premium





13.1.2	<b>REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR F ADAMS</b>
--------	--

Collaborator No:

IDP KPA Ref No:

Good governance and Compliance

Meeting Date:

16<sup>th</sup> Council Meeting, 28 *March 2018*

**1. SUBJECT: REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR F ADAMS**

**2. PURPOSE**

To obtain Council recommendation for the alleged allegation of misconduct against Councillor F Adams.

**3. DELEGATED AUTHORITY**

Municipal Council for referral to the Section 79 Committee: Disciplinary Committee for Councillors.

**4. EXECUTIVE SUMMARY**

The Office of the Speaker received a formal complaint against Cllr Adams, dated 3 March 2017.

Mr Ettiene Vermaak was appointed to assist the Office of the Speaker with the investigation into this allegation.

**5. RECOMMENDATION**

that the item be referred to the Disciplinary Committee for Councillors for recommendation to Council.

**6. DISCUSSION / CONTENTS**

**6.1 Background**

Councillor P Crawley submitted a formal complaint against Councillor F Adams because of his "excessive bad language" towards DA Councillors in the Council meeting held on 22 February 2017.

Councillor N Olayi, on 07 May 2017 also submitted a fomal complaint against Councillor F Adams, referring to the incident at the Council meeting held on 22 February 2017.

**6.2 Discussion**

An investigation was undertaken by Adv Ettiene Vermaak on the allegations against Councillor F Adams. All documentation is attached as **Appendix 1**.

**6.3 Financial Implications**

None

**6.4 Legal Implications**

Municipal Systems Act, 2000 – Schedule 1 : Code of Conduct for Councillors  
Section 13 and Section 14 :

***“Duty of chairpersons of municipal councils***

*13.1 If the chairperson of a municipal council, on reasonable suspicion, is of the opinion that a provision of this Code has been breached, the chairperson must-*

- a. authorise an investigation of the facts and circumstances of the alleged breach;*
- b. give the councillor a reasonable opportunity to reply in writing regarding the alleged breach; and*
- c. report the matter to a meeting of the municipal council after paragraphs (a) and (b) have been complied with.*

*13.2 A report in terms of subitem (1)(c) is open to the public.*

*13.3 The chairperson must report the outcome of the investigation to the MEC for local government in the province concerned.*

*13.4 The chairperson must ensure that each councillor when taking office is given a copy of this Code and that a copy of the Code is available in every room or place where the council meets.*

***Breaches of Code***

*14.1 A municipal council may-*

- a. investigate and make a finding on any alleged breach of a provision of this Code; or*
- b. establish a special committees-*
  - i. to investigate and make a finding on any alleged breach of this Code; and*
  - ii. to make appropriate recommendations to the council.*

*14.2 If the council or a special committee finds that a councillor has breached a provision of this Code, the council may-*

- a. issue a formal warning to the councillor;*
- b. reprimand the councillor;*
- c. request the MEC for local government in the province to suspend the councillor for a period;*
- d. fine the councillor; and*
- e. request the MEC to remove the councillor from office.*

*14.3 a. Any councillor who has been warned, reprimanded or fined in terms of paragraph (a), (b) or (d) of subitem (2) may within 14 days of having been notified of the decision of council appeal to the MEC for local government in writing, setting out the reasons on which the appeal is based.*

- b. A copy of the appeal must be provided to the council.*
- c. The council may within 14 days of receipt of the appeal referred to in paragraph (b) make any representation pertaining to the appeal to the MEC for local government in writing.*

d. *The MEC for local government may, after having considered the appeal, confirm, set aside or vary the decision of the council and inform the councillor and the council of the outcome of the appeal.*

14.4 *The MEC for local government may appoint a person or a committee to investigate any alleged breach of a provision of this Code and to make a recommendation on whether the councillor should be suspended or removed from office.*

14.5 *The Commissions Act, 1947 (Act No.8 of 1947), may be applied to an investigation in terms of subitem (3).*

14.6 *If the MEC is of the opinion that the councillor has breached a provision of this Code, and that such contravention warrants a suspension or removal from office, the MEC may-*

- a. *suspend the councillor for a period and on conditions determined by the MEC; or*
- b. *remove the councillor from office.*

14.7 *Any investigation in terms of this item must be in accordance with the rules of natural justice.*

#### 6.5 **Staff Implications**

N/A

#### 6.6 **Previous / Relevant Council Resolutions:**

None

#### 6.7 **Risk Implications**

N/A

#### 6.8 **Comments from Senior Management:**

None

### ANNEXURES

Annexure 1 – Investigation Report from Adv Vermaak.

FOR FURTHER DETAILS CONTACT:

<b>NAME</b>	Nicky Ceasar
<b>POSITION</b>	Senior Administrative Officer: Office of the Speaker
<b>DIRECTORATE</b>	Strategic and Corporate Services
<b>CONTACT NUMBERS</b>	021 808 8618
<b>E-MAIL ADDRESS</b>	Nicky.ceasar@ Stellenbosch.gov.za
<b>REPORT DATE</b>	2018-03-28

# **APPENDIX 1**

**CONFIDENTIAL**

**REPORT REGARDING AN ALLEGATION OF MISCONDUCT BY CLR F ADAMS OF  
STELLENBOSCH MUNICIPALITY**

**REPORT BY ADV E W VERMAAK**

**5 DECEMBER 2017**

## **BACKGROUND**

I was appointed by the Municipal Manager, at the request of the Speaker, in a letter dated 2 October 2017 to investigate an allegation of misconduct against Clr F Adams of Stellenbosch Municipality. The said letter is attached hereto as **Annexure A** on page 9.

## **TERMS OF REFERENCE**

My terms of reference are:

1. an allegation of misconduct made against Clr Adams in a letter by Clr Patricia Crawley, dated 3 March 2017, in which she laid a formal complaint against Clr Adams because of his "excessive bad language" towards DA Councillors in a Council meeting held on 22 February 2017, "his firm intention to abuse the Deputy Mayor" and for attacking her by "forcefully grabbing my right arm to push me out of the way of his intention." This letter is attached hereto as **Annexure B** on page 10.
2. an e-mail from Clr Ndipiwe Olayi, dated 7 May 2017, with the subject matter "Formal Complaint", which is attached hereto as **Annexure C** on pages 11 to 12. In it Clr Olayi essentially refers to an incident in a Council meeting on 22 February 2017, when Clr Adams allegedly said to him: "You are fucking stupid. Your family, mother, father are all fucking stupid!" Clr Olayi continued in his aforesaid e-mail to say that after this incident, Clr Adams said to the Deputy Mayor: "I am not fucking afraid of you or anyone in here. I will fuck you up now!"

## **DOCUMENTATION INITIALLY PROVIDED**

Apart from Annexures A , B and C hereto, I was also provided with:

1. A letter written by the Speaker to Clr F Adams, dated 8 May 2017, in which the Speaker conveys the allegation of misconduct made by Clr Olayi to him and in terms of which the Speaker requested Clr Adams to respond to the said allegation in writing by 16HOO on 22 May 2017. See **Annexure D** on page 13.
2. A document with the heading: "Acknowledgement of Receipt of Letter from the Speaker 2017-05-08", which indicates that the person who had attempted to deliver the letter to Clr Adams, had written on the form that Clr Adams had refused to sign the form. See **Annexure E** on page 14.

## LEGAL FRAMEWORK

This investigation is guided by the provisions of the Code of Conduct for Councillors, Schedule 1 to the Local Government: Municipal Systems Act, No 32 of 2000.

## METHODOLOGY

After studying the documentation provided, I arranged an interview with Clr Olayi. I have also conducted an interview with Clr Crawley, Clr Badenhorst and with the Deputy Mayor. In addition, I had an interview with Clr f Adams.

## SUMMARY OF THE INFORMATION IN THE DOCUMENTATION PROVIDED

In short, it appears that Clr Adams is accused of using foul language towards Clr Olayi, that he is accused om assaulting Clr Crawley and further that he is accused of threatening the Deputy Mayor with assault at the Council meeting held on 22 February 2017.

## INTERVIEWS

### Clr Ndipiwe Olayi

He informed me that Clr F Adams had come to the Council meeting on 22 February 2017, wearing a T-shirt with the word "Skelmbos", which also bared the name "Gesie", the first name of the Executive Mayor of the Municipality. He told me that an argument ensued between the DA Councillors and Clr Adams over the question if the said T-shirt was appropriate attire for a Council meeting.

Clr Adams was of the opinion that there is no prohibition for him to wear the T-shirt, whereas DA Councillors had the opposite view.

While the Speaker was studying the Rules of Order for Council meetings, an argument took place between Clr Adams and Clr Olayi and after an exchange of words between them, Clr Adams said to him: "You are fucking stupid. Your family, mother, father are all fucking stupid." He said that he was very upset by these words.

He told me that the Deputy Mayor intervened by getting involved in an argument with Clr Adams, during which Clr Adams said to the Deputy Mayor : " I am not fucking afraid of you or anyone else in here. I will fuck you up now." Clr Olayi made his way to the bathrooms as he was in tears. He said that as he left the Council chamber, he saw Clr Adams advancing in the direction of the Deputy Mayor.

He acknowledged that he did write the e-mail on 7 May 2017 to the Speaker to lay a formal complaint against Clr Adams, after thinking about his options or remedies in this regard. He

told me that, not only did he feel insulted by Clr Adams calling him "stupid", he was also hurt by the act that Clr Adams had insulted his parents by calling them "stupid".

#### **Clr Patricia Crawley**

She told me that she was very upset by the conduct of Clr Adams during the Council meeting held on 22 February 2017. She heard his remarks to Clr Oalyi and witnessed the argument between Clr Adams and the Deputy Mayor. She told me that as the argument between them became more heated, Clr Adams moved closer to where the Deputy Mayor was sitting.

As her normal seat was between that of Clr Adams and that of the Deputy Mayor, Clr Adams had to move passed her to get to the Deputy Mayor. She said that when she saw a furious Clr Adams coming in her direction, she stood up as she did not want to get in his way. Clr Adams was next to her when she stood upright and he then grabbed her by her right arm with force to move her out of his way in order to get to the Deputy Mayor. She told me she suffered bruises to her right arm as a result.

She continued to say that Clr Badenhorst came to her rescue by telling Clr Adams to take his hands off her, which Clr Adams did. Clr Adams, however, continued with his verbal abuse of DA Councillors, including Clr Badenhorst. She heard Clr Adams' threat to assault the Deputy Mayor. Although Clr Adams complied with an instruction to zip up a top which he had on over the infamous T-shirt, he never apologised to her for grabbing her by the arm or for pushing her out of his way.

She concluded that she was shocked by the language and actions of Clr Adams during the Council meeting on 22 February 2017. She consequently laid a complaint against him in her letter to the Speaker, dated 3 March 2017.

#### **Clr Rikus Badenhorst**

He also explained the usual seating arrangements during a Council meeting to me, confirming that he and Clr Crawley always sit between Clr Adams and the Deputy Mayor, which means that Clr Adams has to move past them in a confined space if he wanted to walk to the Deputy Mayor.

He confirmed that there was an exchange of words between DA Councillors and Clr Adams over the T-shirt that Clr Adams was wearing under a zip up top, baring the word " Skelmbos" as well as the name "Gesie", which was a clear reference to the Executive Mayor. While the Speaker was consulting the Rules of Order to ascertain whether it is permissible for Clr Adams to display the T-shirt in a Council meeting,

Clr Adams started to argue with DA Councillors about the t-shirt and the message he wanted to convey by wearing it. He heard the insulting words used by Clr Adams towards Clr



Olayi and he witnessed the assault on Clr Crawley by Clr Adams as he was trying to get passed her to the Deputy Mayor.

He confirmed that he got up from his seat to help Clr Crawley and that he had warned Clr Adams to take his hands off her, which he did. He also confirmed that Clr Adams was furious and that Clr Adams continued with his verbal abuse. The face of Clr Adams at one stage was so close to his that he could feel the spit of Clr Adams on his face while he was shouting at Clr Badenhorst.

#### **The Deputy Mayor: Clr N Jindela**

Clr Jindela confirmed that there was a break in proceedings of the Council meeting on 22 February 2017 as the Speaker wanted to consult the Rules of Order insofar as the dress code is concerned, due to a T-shirt which was worn by Clr Adams which displayed the word "Skelmbos" and the name "Gesie", which was a clear reference to the Executive Mayor, as this is her first name.

He told me that Clr Adams first started to argue with Clr Olayi, as the two of them are seated close to each other in terms of the normal seating arrangements at a Council meeting. When Clr Olayi started to cry, he paid to the attention to the commotion. He told Clr Adams to leave the "youngster" (Clr Olayi) alone, but he did not hear the exchange of words between them which caused Clr Olayi to start crying.

He then noticed that Clr Adams grabbed Clr Crawley and he told Clr Adams to stop it. Before he could do anything, Clr Badenhorst got up and warned Clr Adams to let go of Clr Crawley, which he did. He then saw Clr Adams coming towards him, while saying: "I am not fucking afraid of you. I'll fuck you up right now." Clr Jindela said to Clr Adams: "Then you must come". The situation was eventually defused without punches being thrown. He told me it was a bad incident, especially for younger and less experienced Councillors like Clr Olayi.

#### **Clr F Adams**

I must first mention that Clr Adams, at the commencement of our interview, doubted my appointment by the Municipal Manager to do this investigation, as he believes that Council had resolved to request the South African Local Government Association (SALGA) to do such investigations against Councillors. I responded that I shall make mention of this in my report to the Speaker, but that I am not in a position to confirm or deny the correctness of his statement.

Clr Adams also denied that he had refused to sign an acknowledgement of receipt of the Speaker's letter to him on 15 May 2017, in which he was requested to respond to the allegations of misconduct against him.

He stated that he presents the Anti-racism campaign in Stellenbosch every year and that he decided to wear the infamous T-shirt as part of this campaign to the Council meeting on 22 February 2017. He told me that while the Executive Mayor was doing some announcements in the said Council meeting, there was a point of order raised by Clr Smit, who asked if it is appropriate for a Councillor to wear a T-shirt with a political message in a Council meeting.

He continued to say that the Speaker called for an adjournment to study the Rules of Order in this regard. Clr Adams got involved in an argument with some DA Councillors as to who made the biggest contribution to end apartheid, during which he said to Clr Olayi that he was a youngster (“a pikanien”) and that he (Clr Adams) contributed much more in this respect than him.

He alleges that Clr Olayi told him to “suka”, meaning that he must go away. He then responded to Clr Olayi by saying that he (Clr Olayi) must go and tell his parents to “suka”, as he is much older than Clr Olayi and as such he felt that he deserves more respect from the younger man.

He also acknowledged that he told Clr Olayi that he was, in a political sense, stupid as he had a lot to learn. Clr Adams said to Clr Olayi that he will educate him about politics. He confirmed that Clr Olayi eventually burst out into tears. He did not expect that, as he saw it as banter between political rivals, He referred to a MPAC Public Participation process where he allegedly asked Clr Olayi why he laid a formal complaint against him and where Clr Olayi allegedly responded by saying that he was told by his political party to do so. I could not find any evidence of this.

He denies that he has said to Clr Olayi in the said Council meeting that: “You are fucking stupid. Your family, mother, father are all fucking stupid.”

He also denies saying to the Deputy Mayor in the said Council meeting that: “I am not fucking afraid of you or anyone in here. I will fuck you up.”

He stated that he did say to the Deputy Mayor that he was not afraid of him and when I asked him why he thought it was necessary to say that to the Deputy Mayor during an argument between the two of them in the said meeting, he replied that the Deputy Mayor hit another Councillor, Clr Andre van der Walt, with his fist during an adjournment in a Council meeting of the previous Council. He wanted the Deputy Mayor to understand that he (Clr Jindela) was not going to do the same to him.

#### **EVALUATION OF EVIDENCE**

From my perspective, there is overwhelming evidence from 4 Councillors that Clr Adams did provoke DA Councillors into an argument on 22 February 2017 by wearing the infamous T-shirt. He was successful in getting into an argument with a DA Councillor by picking on a young and less experienced Councillor, namely Clr Olayi.

When Clr Olayi burst into tears, Clr Adams apparently lost interest in the argument with him and he sought an argument with the Deputy Mayor. When the argument heated up, Clr Adams (according to Clrs Crawley, Badenhorst and Jindela) became aggressive and he made his intention to assault the Deputy Mayor by uttering the words "I will fuck you up now" known.

## FINDINGS

My findings are as follows on a balance of probabilities:

1. Clr Adams wanted to cause mayhem in the Council meeting held on 22 February 2017, by choosing to wear a T-shirt with a very controversial slogan and message to the Council meeting.
2. He achieved his goal by forcing the Speaker to call for an adjournment to consult the Rules of Order when a point of order was raised by Clr Smit about his T-shirt.
3. He used the adjournment to seek confrontation with certain DA Councillors and to argue with them, particularly Clr Olayi, Clr Badenhorst and Clr Jindela as the Deputy Mayor.
4. He took advantage of the age and the inexperience of Clr Olayi by calling him and his family stupid, which caused Clr Olayi to burst out into tears.
5. Having dealt with Clr Olayi (at least in his mind), he then assaulted Clr Crawley as he engaged the Deputy Mayor in an argument.
6. Having dealt with Clr Crawley, he then proceeded to threaten the Deputy Mayor with assault by saying: "I will fuck you up right now."
7. His excuse that this was banter between him and Clr Olayi on the one hand and between him and Clr Jindela on the other hand, does not fly in my view. The facts do not support a scenario where he had a light hearted exchange of playful and friendly exchange of remarks with these DA Councillors and the bruises on the arm of Clr Crawley after this incident do not support a friendly banter either.
8. I am therefore convinced that Clr Adams had transgressed the Code of Conduct for Councillors in the Council meeting of 22 February 2017, by not acting in the best interest of the Municipality and by compromising the integrity of the Municipality,

as envisaged in Item 2(b) of Schedule 1 to the Local Government: Municipal Systems Act, No 32 of 2000.

**RECOMMENDATION**

I recommend that Cllr Adams be charged with a transgression of Item 2(b) of Schedule 1 to the Local Government: Municipal Systems Act, No 32 of 2000.

A handwritten signature in black ink, appearing to read 'Adv E W Vermaak', with a long horizontal flourish extending to the right.

**ADV E W VERMAAK**

**5 DECEMBER 2017**

"A"

9



STELLENBOSCH

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Reference No: 3/6/4

2 October 2017

Adv Etienne Vermaak  
26 Cabernet Sauvignon Street  
Oude Westhof  
Bellville  
7530

Dear Sir

APPOINTMENT TO ASSIST SPEAKER WITH INVESTIGATIONS IN REGARD TO  
COUNCILLORS

My letter dated 22 September 2017 has reference. Two further investigations has been referred for investigation. The Municipal Manager approved that we use your services for these two investigations as well. I confirm that the attached rates are still applicable.

I attach the documentation forwarded to me in regard to:

Clr Adams  
Clr Hendrickse

You are requested to contact the Speaker at your earliest convenience to discuss the assistance needed.

Yours faithfully,

A M C DE BEER  
DIRECTOR: CORPORATE AND STRATEGIC SERVICES

*Cllr Patricia Rose Crawley  
P.O.Box 12610  
Die Baard,  
Western Cape 7613*

*Date: 3<sup>rd</sup> March 2017*

The Hon. Speaker  
Cllr D Joubert,  
Stellenbosch Municipality

Dear Hon. Speaker,

I hereby wish to lay a formal complaint of the physical abuse I received at the Council Meeting on Wednesday 22<sup>nd</sup> February 2017

During the fracas, predominantly caused by Cllr Hendriks and Cllr, Adams, both were verbally abusing our DA councillors through the excessive use of bad language and trying to undermine our dignity and security through insults and humiliation in a repeated manner, I tried to placate the situation when Cllr Adams came across to the DA benches as he showed his firm intention to abuse the deputy mayor.

When I asked him to calm down and to take his seat, he immediately attacked me by forcefully grabbing my right arm to push me out of the way of his intention.

Had it not been for the intervention of Cllr. Badenhorst who warned him to take his hands off me, I would have been seriously injured. Cllr Badenhorst then continued to receive the barrage of abusive language.

I must say, I have never been so disgusted nor ever been subjected to the continued misbehaviour of the two councillors whose intention it obviously is to disrupt work in our council chambers. Their behaviour continues to be an improper and excessive use of council privilege.

Your attention to this very serious matter will be appreciated.

Yours sincerely



Cllr Patricia Crawley

DA Caucus Chairperson.

cc. The Whip Cllr Petersen

cc. The Hon. Mayor Adv G Van Deventer.

" C " "

**Donovan Joubert (Speaker)**

---

**From:** Ndipiwe Olayi <ndipiweolayi@gmail.com>  
**Sent:** 08 May 2017 11:48 AM  
**To:** Donovan Joubert (Speaker)  
**Cc:** Support Speaker  
**Subject:** RE: [EX] Formal Complaint

Good day

Honorable speaker the date of the incident was 22nd of February on a Wednesday.

Apologies for the delayed response.

Kind Regards

On 8 May 2017 01:03, "Donovan Joubert (Speaker)" <[Donovan.Joubert@stallenbosch.gov.za](mailto:Donovan.Joubert@stallenbosch.gov.za)> wrote:

Dear Councillor

I have receive your letter of complaint.

Could you kindly supply me with a date of which the alleged misconduct took place.

Kind regards

Speaker Joubert

**From:** Ndipiwe Olayi [<mailto:ndipiweolayi@gmail.com>]  
**Sent:** 07 May 2017 09:37 AM  
**To:** Support Speaker; Donovan Joubert (Speaker)  
**Subject:** [EX] Formal Complaint

Good day Honorable Speaker

I would like to firstly thank you for forwarding me the opportunity and freedom to be able to articulate my dissatisfaction.

Honorable speaker this complaint is written with sincerity, as it is close to my heart.

The incidence which occurred in you chambers where various members of your council were assaulted both physically and emotionally can not go unpunished.

This disruption/violence of that day lead me to be in tears after the emotional abuse which i sufferd at the hands of Councillor Adams, i do not believe he even deserves to be called a Councillor because the way he acts and carries himself is not worthy of a leader who has the communities best interest at heart.

While council was in session a minor verbal altercation between Cllr Adams and myself broke out which was calmed down by yourself as it was minor and i had not taken much note thereof. The session thus continued and and councillor admas was the making reference to me and he eventually stood up after he hyped himself up with anger then came over to my seat where he started threatening me and insulting not only me but my family, my mother and late father saying and i quote. " You are fucken stupid, your family, mother, father are all fucken stupid".

The first thing that came to my mind at that moment was to retaliate and stand up for my family however i knew that is exactly what he wanted and i then at that instance decided not to do anything, and rather keep quiet, he then realized he was not getting through to me the way he wanted he then opted to have a verbal argument with the deputy Mayor and Cllr Admas said " I am not fucken afraid of you or anyone in here i will fuck you up now" directed at the deputy mayor he then started advancing to the deputy saying all these disgusting verbal slurs which are unbecoming of a Cllr, then while Cllr Adams was making his way to the deputy mayor Cllr Crawley then stood up in attempts to intervene and calm the situation Cllr Adams then said racist remarks towards Cllr Crawley and he then violently manhandled her pushed a woman almost straight over the tables in the chambers.

My honorable speaker the above was from my point of view and i say it as i saw it. Such behavior can not be condoned in your house by no disciplinary measures imposed onto Cllr Admas.

If any further clarity is needed please do not hesitate to contact me.

Kind Regards



"D"

13



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OFFICE OF THE SPEAKER

Ref No: 3/6/4

08 May 2017

Councillor F. Adams

39 White heart Street

Jamestown

Stellenbosch

7600

Breach Code of Conduct for Councillors

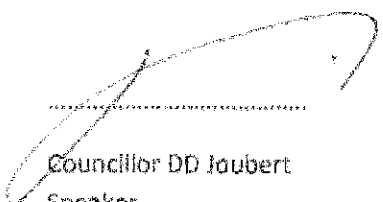
It is alleged that you have breach the Code of conduct for councillors.

It is alleged that you have commit the following transgressions.

- It is alleged that you have during the Council meeting of 22 February 2017 said to Councillor Nidipiwe Olayi, "You are fucken stupid, your family, mother, father are all fucken stupid".

The code of conduct for councillors requires me to authorise an investigation of the facts and in circumstances of an alleged breach, if of the opinion that a provision of this code has been breached. Before considering the investigation, I hereby afford you the opportunity to reply in writing regarding the alleged breach by no later than 16H00 on 22 May 2017.

Yours faithfully



Councillor DD Joubert  
Speaker

021 80808074

mailto: Speaker2 stellenbosch.gov.za

"E"

14



# STELLENBOSCH

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## ACKNOWLEDGEMENT OF RECEIPT OF LETTER FROM THE SPEAKER 2017-05-08

I herewith acknowledge receipt of: LETTER FROM THE SPEAKER

NAME	ADDRESS	SIGNATURE	DATE
Cllr Aldridge Frazenburg			8/05/2017 <span style="float: right;">12:45</span>
Cllr Franklin Adams	CLLR REFUS THE LETTER		12:45 / 15/05/17

13.1.3	<b>REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR P SITSHOTI (MS)</b>
--------	--

Collaborator No:  
IDP KPA Ref No:

Good governance and Compliance

Meeting Date:

16<sup>th</sup> Council Meeting, 28 March 2018

**1. SUBJECT: REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR P SITSHOTI (MS)**

**2. PURPOSE**

To obtain Council recommendation for the alleged allegation of misconduct against Councillor P Sitshoti.

**3. DELEGATED AUTHORITY**

Municipal Council for referral to the Section 79 Committee: Disciplinary Committee for Councillors.

**4. EXECUTIVE SUMMARY**

Various allegations of misconduct have been made against Cllr Sitshoti in a letter from Zamile Mayataza and Sila Kataza to the Speaker, dated 1 March 2017.

**5. RECOMMENDATION**

that the item be referred to the Disciplinary Committee for Councillors for recommendation to Council.

**6. DISCUSSION**

**6.1 Background**

Various allegations of misconduct have been made against Cllr Sitshoti in a letter from Zamile Mayataza and Sila Kataza to the Speaker, dated 1 March 2017. The said letter, dated 01 March 2017 was submitted to the Office of the Municipal Manager on 25 April 2017 and not to the Office of the Speaker.

**6.2 Discussion**

An investigation was undertaken by Adv Etienne Vermaak on the allegations against Councillor P Sitshoti. All documentation is attached as **ANNEXURE 1**.

**6.3 Financial Implications**

None

**6.4 Legal Implications**

Municipal Systems Act, 2000 – Schedule 1 : Code of Conduct for Councillors Section 13 and Section 14 :

***“Duty of chairpersons of municipal councils***

*13.1 If the chairperson of a municipal council, on reasonable suspicion, is of the opinion that a provision of this Code has been breached, the chairperson must-*

- a. authorise an investigation of the facts and circumstances of the alleged breach;*
- b. give the councillor a reasonable opportunity to reply in writing regarding the alleged breach; and*
- c. report the matter to a meeting of the municipal council after paragraphs (a) and (b) have been complied with.*

*13.2 A report in terms of subitem (1)(c) is open to the public.*

*13.3 The chairperson must report the outcome of the investigation to the MEC for local government in the province concerned.*

*13.4 The chairperson must ensure that each councillor when taking office is given a copy of this Code and that a copy of the Code is available in every room or place where the council meets.*

***Breaches of Code***

*14.1 A municipal council may-*

- a. investigate and make a finding on any alleged breach of a provision of this Code; or*
- b. establish a special committees-*
  - i. to investigate and make a finding on any alleged breach of this Code; and*
  - ii. to make appropriate recommendations to the council.*

*14.2 If the council or a special committee finds that a councillor has breached a provision of this Code, the council may-*

- a. issue a formal warning to the councillor;*
- b. reprimand the councillor;*
- c. request the MEC for local government in the province to suspend the councillor for a period;*
- d. fine the councillor; and*
- e. request the MEC to remove the councillor from office.*

*14.3 a. Any councillor who has been warned, reprimanded or fined in terms of paragraph (a), (b) or (d) of subitem (2) may within 14 days of having been notified of the decision of council appeal to the MEC for local government in writing, setting out the reasons on which the appeal is based.*

*b. A copy of the appeal must be provided to the council.*

*c. The council may within 14 days of receipt of the appeal referred to in paragraph (b) make any representation pertaining to the appeal to the MEC for local government in writing.*

- d. *The MEC for local government may, after having considered the appeal, confirm, set aside or vary the decision of the council and inform the councillor and the council of the outcome of the appeal.*

14.4 *The MEC for local government may appoint a person or a committee to investigate any alleged breach of a provision of this Code and to make a recommendation on whether the councillor should be suspended or removed from office.*

14.5 *The Commissions Act, 1947 (Act No.8 of 1947), may be applied to an investigation in terms of subitem (3).*

14.6 *If the MEC is of the opinion that the councillor has breached a provision of this Code, and that such contravention warrants a suspension or removal from office, the MEC may-*

- a. *suspend the councillor for a period and on conditions determined by the MEC; or*  
b. *remove the councillor from office.*

14.7 *Any investigation in terms of this item must be in accordance with the rules of natural justice.*

#### 6.5 **Staff Implications**

N/A

#### 6.6 **Previous / Relevant Council Resolutions:**

None

#### 6.7 **Risk Implications**

N/A

#### 6.8 **Comments from Senior Management:**

None required.

## ANNEXURES

Annexure 1 – Investigation Report from Adv Vermaak.

### FOR FURTHER DETAILS CONTACT:

<b>NAME</b>	Nicky Ceasar
<b>POSITION</b>	Senior Administrative Officer: Office of the Speaker
<b>DIRECTORATE</b>	Strategic and Corporate Services
<b>CONTACT NUMBERS</b>	021 808 8618
<b>E-MAIL ADDRESS</b>	Nicky.ceasar@ Stellenbosch.gov.za
<b>REPORT DATE</b>	2018-03-28

# **APPENDIX 1**

**CONFIDENTIAL**

**REPORT REGARDING AN ALLEGATION OF MISCONDUCT BY CLR P SITSHOTI OF  
STELLENBOSCH MUNICIPALITY**

**REPORT BY ADV E W VERMAAK**

**11 DECEMBER 2017**

## **BACKGROUND**

I was appointed by the Municipal Manager, at the request of the Speaker, in a letter dated 2 October 2017 to investigate an allegation of misconduct against Clr P Sitshoti of Stellenbosch Municipality. The said letter is attached hereto as **Annexure A** on **page 17**.

## **TERMS OF REFERENCE**

My terms of reference are various allegations of misconduct made against Clr Sitshoti in a letter from Zamile Myataza and Silas Kataza to the Speaker, dated 1 March 2017, which is attached as **Annexure B** on **page 18**.

## **DOCUMENTATION INITIALLY PROVIDED**

The following documents were initially provided to me, apart from Annexure A:

1. A copy of a report from the Chief Audit Executive to the Municipal Manager dated 9 May 2016 with the heading : Management of Strongyard Hall (**Annexure C** hereto on **page 19**);
2. A copy of a Memo from the Municipal Manager to the Executive Mayor and the Speaker with the same heading, dated 9 May 2016 (**Annexure D** hereto on **page 21**)
3. A copy of a Memo from Mr Piet Smit, the Manager: Property Management to the Municipal Manager, dated 5 May 2016 with the same heading (**Annexure E** hereto on **page 22**).
4. A report with the heading " Investigation into allegations pertaining to the rental use of strong yard community hall" (sic) compiled by the Director :Community and Protection Services to the Municipal Manager, the date of which is not mentioned in the report. See **Annexure F** on **page 23**.
5. An undated letter from S. Mkunyanana to the Executive Mayor , which bears a stamp of a Commissioner of Oaths, which stamp is dated 21 April 2017, which is attached as **Annexure G** on **page 25**.
6. A deposit slip from Capitec Bank, showing an amount of R200 was paid into the account of Ms Finini, which is attached as **Annexure H** on **page 26**.



7. An undated letter from T. Joko, which bears a stamp of the South African Police Services, dated 25 April 2017, which is attached as **Annexure I** on **page 27**.
8. A receipt of the Masimanyane Educare Centre dated 3 September 2016, showing an amount of R300 was received, which is attached as **Annexure J** on **page 28**.
9. A copy of the minutes of a 'Kayamandi Concerned Group of Residents Complaint Meeting' held in the Speaker's Boardroom on 22 March 2017, attached as **Annexure K** on **page 29**.
10. An attendance register of a "Meeting with Kayamandi People (Strongyard) held on 15 May 2017, signed by only 2 persons, attached hereto as **Annexure L** on **page 31**.
11. Various e-mail correspondence between the Municipal Manager and the Speaker's office attached hereto as **Annexure M** on **pages 32 to 34**.
12. Correspondence between the Speaker and the Executive Mayor relating to the allegation against Clr Sitshoti, attached as **Annexure N** on **page 35 to 36**.
13. A copy of the Memorandum that the Speaker had sent to all Councillors on 14 February 2017 with the heading "Leasing of Municipal Property attached as **Annexure O** on **page 37**.
14. A letter from the Speaker to Clr Sitshoti dated 15 May 2017, informing her of the allegation against her, attached hereto as **Annexure P** on **page 38**.
15. A letter from Clr Sishoti to the Speaker dated 29 May 2017, in which she responds to the letter of the Speaker, dated 15 May 2017, attached hereto as **Annexure Q** on **page 39**.

## **LEGAL FRAMEWORK**

This investigation is guided by the provisions of the Code of Conduct for Councillors, Schedule 1 to the Local Government: Municipal Systems Act, No 32 of 2000.

## INTERVIEWS

### The Speaker: Clr Donovan Joubert

Clr Joubert gave me the background to the allegation against Clr Sitshoti and informed me of his involvement as the Speaker in this matter. In a nutshell, he received complaints from organisations and members of the community about the fact that they could only gain access to the Strongyard hall in Kayamandi through Clr Sitshoti and that they were expected to pay a fee for the booking of the hall. He also had meetings with role players to ascertain the extent and the true nature of the problems in his Boardroom.

On 14 February 2017 he issued a Memorandum (**Annexure O** on **page 37**) to all Councillors with the heading "Leasing of Municipal Property", in which he instructed all Councillors to "refrain from leasing out Municipal Property." Also in the same Memorandum it is pertinently mentioned that: "No councillor is allowed to receive any money for leasing of Municipal Property". Still after this Memorandum was issued, further complaints were received. He provided me with the letter that he had sent to Clr Sitshoti (**Annexure P** on **page 38**) and her reply to his letter (**Annexure Q** on **page 39**).

### Mr Piet Smit : Manager – Property Management

He explained the background of the Strongyard Hall to me. In summary, the Municipality wanted to sell the premises by means of a tender and Kuyasa was the successful bidder. As there were vagrants living in the hall at the time, the Municipality could not take vacant occupation of the premises, which Kuyasa had insisted on. An arrangement was made that Kuyasa would manage the premises until such time as vacant occupation could be given by the Municipality. As time went by the Municipality still could not give vacant occupation to Kuyasa and Kuyasa withdrew from the management of the premises and in a letter they notified Mr Smit that they were no longer interested in buying the premises.

Clr Sitshoti then approached Mr Smit to use the hall as a ward facility. He told her that Council has to decide about her request, but in the interim she could use the hall for this purpose. Soon a church group approached Mr Smit to complain that Clr Sitshoti refused them the use of the hall, but when he asked Clr Sitshoti about it, she said that the church group wanted the sole use of the hall, which she found unacceptable.

Mr Smit then called a meeting of interested parties and he informed the meeting that the interim arrangement does not work out. He told the meeting that the Municipality will manage the hall in future like any other hall. Mr Smit does not know anything about money that was paid as rent for the hall.

He informed me that I should speak to Gerald Esau and Grant Abrahams about the hall as it is their responsibility at the moment.

### Grant Abrahams

He told me that he is in charge of the halls of Council and that he had learnt only in 2017 that the Strongyard Hall is Council property. He confirmed that he was present at a meeting which was also attended by Mr Gerald Esau, Mr Piet Smit and Clr Sitshoti about the Strongyard hall earlier this year where Clr Sitshoti stated that she wants sole use of the hall for community projects. They told her that the hall, although it is in Ward 13, cannot be solely used by the residents of Ward 13 as it is a community facility and as such it is there for the benefit of the whole community of Kayamandi.

He told me that Clr Olifant is from the Zionist Church and that he told Mr Abrahams that he wanted to use the hall for church services, but that Councillor Sitshoti refuses that he does so. He said that he had asked for a list of activities from both Clr Olifant and Clr Sitshoti to attempt to accommodate both of them. In the process, Clr Olifant perused the activities of Clr Sitshoti and he made the comment that some of her activities in the Strongyard Hall do not fall within the Municipality's mandate. In this meeting Clr Sitshoti acknowledged to Mr Esau, Mr Smit and himself that money as rent were received by a Management Committee set up by her Ward Committee for bookings of the hall and that she has deposit slips or receipts in this regard.

### Gerald Esau

He informed me that as the Director: Community Services he is ultimately responsible for the management of municipal halls. He also told me that he only became aware in 2017 that the Strongyard Hall was municipal property. He confirmed the meeting between himself, Mr Piet Smit, Mr Abrahams and Clr Sitshoti. Her stance was that Mr Piet Smit had told her that she can use the Strongyard hall as a ward facility.

She told them that the ward committee had established a management committee to manage the use of the hall. This management committee opened a bank account and received money from people of organisations who wanted to rent the hall, which were paid into this bank account.

It is an FNB account and Clr Sitshoti showed them some of the deposit slips. Mr Esau explained that the stance of Clr Sitshoti did not impress other organisations in the community like the Zion church, who also held church services in the Strongyard hall before Clr Sitshoti had intervened.

He held a meeting on 25 August 2017, which was attended by Clr Sitshoti and members of her Ward Committee. The attendance register of the meeting is **Annexure R on page 40**. At this meeting he was handed a whole host of documentation, which falls into the following categories:

- a) FNB documentation regarding the "Ward 14 Resource Centre account" , mainly a (i)"Business Customer Agreement" (**Annexure S on page 41**) between "Related Parties"(Mr Bangindawo Matwa, Ms Nosound Notshokovu and Ms Nomdumiso Sislana) and FNB regarding the Resource Centre account. The name of Ms Notshokovu is mentioned in the letter of Pastor T Joko on **Annexure I on page 27** as being the person who he had to pay R300 to per day for booking the Strongyard hall.
- (ii) An interim statement of the account dated 7 July 2017 (**Annexure T on page 42**) showing the balance of the account as at that date, but also showing that R5 000 was withdrawn from the account on the same date.
- (iii) a few FNB mini statements in respect of the account (**Annexure U1 on page 43 Annexure U13 to page 55**)
- b) Proof of purchase for office equipment and stationary from Game, Waltons and Barksole (**Annexure V1 on page 56 to Annexure V2 on page 57**).
- c) The minutes of a meeting held in the Strongyard hall on 22 February 2017 (**Annexure W on page 58**) chaired by Clr Sitshoti, which meeting covered a host of topics such as school shoes, sewing projects, bookings of the Strongyard hall, the Youth centre in the Strongyard hall, the gymnasium in the hall ,etc.
- d) Receipts for money received for the hall, which receipts show the date of the booking in most instances, as well as the name of the organisation/person who had made the booking and the amount paid. See **Annexures X1 to X16 on pages 60 to 75**.

He said that they are awaiting a Council resolution regarding the future use of the hall.

#### Mr Cameron Mcako

He informed me that he works fr the Municipality as an Area Based Manager: Human Settlement in Kayamandi since August 2017. He informed me that he was an activist in the Kayamandi community before that. He said that he knows the Strongyard Hall very well and that it is used by church groups and community organisations.

He told me he was at home recently (he cannot remember the date) when he received a complaint from Reverend Filtana, who also works at Stellenbosch Municipality in the Engineering Department. Reverend Filtana told him that there is a problem at the Strongyard Hall and he asked Mr Mcako to go there with him, which he did.

He said when they arrived at the hall, he was approached by people who were there for security training in the hall. They told him that Clr Sitshoti demanded payment of R200 from them to use the hall and when they said that they do not have R200 to pay to her, she asked them to leave the hall. That is when they notified Reverend Filtana of their predicament.

Mr Mcako said he then called Clr Sitshoti to one side and told her what the group of people were saying about her. According to him, Clr Sitshoti became angry and did not explain the situation.

During the discussion between Mr Mcako and Reverend Filtana with the group of about 60 people, Reverend Filtana eventually said to the group that they can use his church building to have the training. Mr Mcako then went straight to the Speaker's office to report the incident. The Speaker allegedly told him that he would address a Memo to all Councillors informing them that they should not get involved in renting out Municipal property.

He said that he had received information that, even after his visit to the Speaker's office, Clr Sishoti continued to demand money from people who wanted to use the hall. He decided to set a trap for her, meaning that he asked a person, Ayanda Madiba, who works for the Municipality as a Messenger, to ask Clr Sitshoti if their church could use the hall.

He cannot remember the exact date, but Mr Madiba told him afterwards that Clr Sitshoti demanded payment of R200 from them to use the hall for a church service. Mr S Mkunzana was with Mr Madiba when he requested the account number from Clr Sitshoti in which the money had to be paid. She gave them a Capitec account number and informed Mr Mcako that he paid the R200 into that account and he showed him the deposit slip (Mr Mkunzana's complaint in this regard is **Annexure G** on **page 25** and the deposit slip is **Annexure H** on **page 26**).

However, the deposit slip shows the name of Ms Finini as the account holder and not Clr Sitshoti.

### Reverend Crawford Filtane

He confirmed the version of Mr Cameron Mcako, saying he did go to Mr Mcako's house recently (he too cannot remember the exact date but said it was a Tuesday in the middle of 2016) after a group of people approached him at the Strongyard Hall where he was removing rubbish as part of his job. The people, who were there for training, told him that Clr Sitshoti did not want them to use the hall, unless they pay R200 to use it. He then went to Mr Mcako's house to share his concern with him, as they are friends. He told me that the two of them then went to the Strongyard Hall, where Mr Mcako spoke to Clr Sitshoti, but he was not part of their conversation. He eventually offered the church building where he holds services to the group of persons to have their training there.

**Ayanda Madiba**

He told me that he belongs to the Gospel of God Sabata church and that he is the leader of the circuit or branch in Kayamandi. His church does not have their own building, so they have to have their services in the Strongyard Hall in Kayamandi. The Archbishop of the church gives him the dates when he has to book the Strongyard Hall for this purpose. Mr Madiba then instructs Sidwell Makomaas to book the Strongyard Hall and to make payments for using it. They have used the hall three times in 2017.

**Sidwell Makomaas**

Mr Makomaas informed me that he makes the bookings for the Strongyard hall in Kayamandi for the Gospel of God Sabata Church when Mr Ayanda Madiba instructs him to do so. On three occasions in 2017 he physically went to the Secretary of the Management Committee, who manages the bookings of the hall and whom he only knows as Rashaad, and he paid R200 in cash for the booking of the hall each time so that the said church can conduct their church services there on a Sunday. He did not get a receipt for any of these payments and as they were able to use the hall very time they had booked it, he did not pursue the issue of a receipt.

**Mr S. Mkunyana**

Mr Mkunyana is a Pastor of his church and he confirmed the contents of his letter to the Executive Mayor, which is **Annexure G** on **page 25**. He said that the above incident happened on 21 February 2017. The person who told him to pay R200 is identified as Ms Finini in his letter and not Clr Sitshoti. He paid the amount of R200 in her account more than once after that as his church conducts services in the Strongyard hall. He only has one deposit slip, which can be seen as **Annexure H** on **page 26**.

**Clr Oliphant**

He was accompanied by Pastor Mzonisa of the Zionist Church when informed me that his involvement in attempts to return the administration of the Strongyard Hall to the Municipality began before he became a Councillor in August 2016.

On this issue of politics, he told me that he wanted to inform me from the start that politics has nothing to do with his discontent about Clr Sitshoti and her control of the hall. He told me that he is an ANC Councillor just like she is.

He said that, as a leader of the local Zionist church group, he was involved in securing the hall for church services of the Zionist Church before he became a Councillor. He added that he went to Mr Piet Smit just after Kuyasa withdrew from the management of the hall and that Mr Smit gave him permission to use the Strongyard hall for services of the Zionist church. When he attempted to exercise this right given to his church by Mr Smit, he learnt that Clr Sitshoti demanded money from his church to use the hall.

He then went back to Mr Smit to complain about the money that Clr Sitshoti had insisted on for them to use the hall. In April 2016 Mr Oliphant addressed an e-mail to Mr Smit in which he complained about Clr Sitshoti collecting money from those who want to use the Strongyard hall and about the fact that she did not want to co-operate with the Zionist church when they want to use the hall. The e-mail is **Annexure Y** on **page 80** of this report.

Mr Smit allegedly told Mr Oliphant (as he was known then) that he cannot interfere in the present arrangements and he (Mr Oliphant) must address his concerns to the Speaker, as the Zionist church wanted the Municipality to take control of the administration and management of the Strongyard hall, which required a Council resolution according to Mr Smit.

Mr Oliphant then tried to discuss the use of the Strongyard hall with Clr Sishoti, during which he asked her not to get involved in the management or the administration of the Strongyard hall as he had requested the Municipality to take control of the hall. According to him, Clr Sitshoti did not listen to him and he then met with Mr Piet Smit again to resolve the issue, but the situation was not overturned. Clr Sitshoti, according to him, just carried on controlling the use of the hall.

Consequently, since February 2017, the Zionist church has not used the hall for its services, as the local leaders decided on a principle that they would not pay Clr Sitshoti for the use of the hall.

Clr Oliphant has strong views regarding the money that was charged for the use of the hall. Apart from the fact that it is municipal property and therefore the income derived in this regard should be paid to the Municipality, he feels that Clr Sitshoti and her ward committee put the Management Committee in place, which charges money from those who want to use the hall with her full knowledge. He is also of the view the Strongyard hall is there for the benefit of the whole community of Kayamandi and that it should not be seen as a facility just for her ward.

He questioned the stance of Clr Sitshoti that the money being charged by the Management Committee for the use of the hall, is being used to paint and otherwise maintain the Strongyard hall, as the paint that was used to paint the hall in 2016 (2 x 20 liters) were delivered by Community Services to the hall. He knows about it because an official of the Municipality (whose name he cannot remember) phoned him before it was delivered to the Strongyard hall and he was at the hall when it was delivered. He also knows that as Piet Smit had told him that Mr Smit used some money in his budget to buy the paint. In his e-mail to Mr Smit on 11 April 2017 (**Annexure Y** on **page 80**) he complained in the first paragraph that "the paint was delivered a month ago but has not been used as the councillor chose to keep it in her office".

The hall was eventually painted by members of the community with the paint bought by the Municipality. He knows that because he was there when it was painted.

He also points to the fact that the handles of doors in the bathrooms of the hall have been missing or broken for some time and he argues that if the fees collected for the use of the hall was for the maintenance of the hall, then why have these handles not been fixed?

Clr Oliphant also questions the activities that are part of the community projects of Clr Sitshoti, which take place in the Strongyard hall. He says that certain her projects are not municipal functions, for instance education projects are hosted in the Strongyard hall , while National Youth Development Agency (NYDA) has have training facilities in the Kayamandi Tourism Corridor building to do that.

He further states that the Strongyard hall is surrounded by shacks or informal settlements and that the residents are playing loud music throughout the day, which makes him wonder how the youth can concentrate if they are educated in the Strongyard hall.

He also says that a part of the Strongyard hall has been turned into a gymnasium. He questions who paid for the gym apparatus and if members are paying to use the gym, who receives the money. He also questions where are the receipts for the gym equipment that were bought.

Clr Oliphant says that his church sent Mr Mthetho Citsilana to other churches to find out if they are paying a fee for the booking of the Strongyard hall. Other churches confirmed to Mr Citsilana that they are indeed paying a fee for using the Strongyard hall. When he later went back to representatives of other churches to obtain proof that they were paying such a fee, he was told that Ms Vuyokazi Mnci, an employee of the Municipality, had told them not to give it to anyone. Clr Oliphant questions why Ms Mnci did this.

He told me that one person, Ms Sizeka Siguba, had told him that she had to pay cash to Clr Sishotsi. He said she is a ward committee member for ward 12.

### **Mr Mthetho Citsilana**

He confirmed that the Zionist church had asked him to make contact with other churches in the Kayamandi area, which made use of the Strongyard hall to conduct church services. He started that process last year. All of the churches that he had made contact with, informed him that they were forced to pay a fee for the use of the hall to the Management Committee set up by the Ward Committee under leadership of the Ward Councillor, Clr Sitshoti. When he was asked by the church this year to obtain proof of their payments in this regard, he was informed by the representatives of the other churches that they were told by Ms Vuyokazi Mnci, an official of the Municipality, not to give this information to anyone.



**Ms Sizeka Siguba**

When I contacted Ms Siguba, she informed me that she did make a payment for the booking of the Strongyard hall, but that she paid cash to the cashier at the Municipality. She only booked the hall once and she never made a cash payment to Clr Sishoti, as Clr Oliphant had told me.

**Clr P Sitshoti**

In summary, she informed me that she is the Ward Councillor for Ward 14 and that she approached Mr Piet Smit, the Manager: Property Management of the Municipality, after the sale of the Strongyard Hall did not materialise.

Mr Smit gave her permission to use the said hall and she then convened a public meeting with community members about the future use of the hall on 19 November 2015. She kept notes of this meeting. See **Annexure Z1 and Z2 on pages 76 and 77**. The Ward Committee resolved to appoint a Management Committee of about 7 persons (she is not exactly sure of how many as she does not serve on this committee) from the community to manage the hall (bookings, etc). The bookings of the hall is recorded on an A4 page of a notebook with the heading "Name and Contact Details" as can be seen from **Annexure Z2 and Z3 on pages 78 and 79**.

Although she told me that she does not serve on this committee, she is invited to the meetings of the Management Committee, which is chaired by Mr Mafu currently. She informed me that the Strongyard Hall is not being maintained by the Municipality and it was decided by the Management Committee that fees must be charged when an organisation or a person wants to book the Strongyard Hall. The funds generated by such fees would then be used to maintain the Strongyard Hall in terms of painting the building, fixing broken windows if need be, etc.).

Initially there was no single bank account for the hall and whoever of the Management Committee received such fees, would bank it in his or her bank account as they did not want to keep the cash in their homes from a security perspective. This is why different deposit slips from different banks were received by those he made bookings for the hall in the beginning.

Later (she is not sure about the exact date, but the Business Customer Agreement of FNB states the date as 3 March 2017 on **page 41** of this report) an official bank account at FNB known as "Ward 14 Resource Centre" was created to receive all fees generated by bookings for the hall and those members of the Management Committee who had received fees for the booking of the hall prior to that date, withdrew the amounts from their personal bank accounts and paid it into the official account of the Strongyard hall at FNB.

She informed me that she is not responsible for the bookings of the hall, as the Secretary (she only knows his first name, namely Rashaad) does that. She does book the hall from time to time through Rashaad for her community projects.

Clr Sitshoti took out her bank account card from Capitec bank in our interview when I asked her for her banking details, to see if it matches any of the Capitec deposit slips that were generated when booking fees for the Strongyard Hall were paid. I wrote down her bank account number from the Capitec bank card that she had given me and I could not find a Capitec deposit slip displaying her particular banking details.

When I asked her what she does when an organisation or a person phones her to book the said hall, she told me that she refers them to the Chairperson, Mr Mafu, or the Secretary, Rashaad. When I asked her if she had received any money for the Strongyard Hall and used it for personal gain, she denied it.

She summarised her input by saying that she had permission from Mr Piet Smit to use the hall as a Ward facility for her ward and that, as the Municipality did not maintain the Strongyard Hall, the Ward Committee took the initiative to raise funds for the upkeep or maintenance of the Strongyard Hall, as there is a big demand for the use of the hall by the community. The only way that they could raise funds to maintain the Strongyard Hall, was to charge a fee for the use of the hall.

#### **EVALUATION OF EVIDENCE**

It appears to me that, when Mr Piet Smit gave Clr Sishoti permission (as an interim measure in his words) to use the Strongyard Hall for community projects once the bid of Kuyasa to buy the premises fell through, Clr Sitshoti did not only use the hall for her community projects, but took control of the administration of the hall. She convened a public meeting about the future use of the hall, she ensured that the Ward Committee set up a Management Committee which would be responsible for the bookings and the maintenance of the hall, etc..

Mr Gerald Esau as well Mr Grant Abrahams acknowledged to me that they only realised in 2017 that the hall was municipal property, thereby acknowledging that they did not administer or maintain the hall like they did with other halls which are owned by the Municipality. This fits in with the view of Clr Sitshoti that the Municipality did not maintain the hall prior to 2017.

In order to raise funds to maintain the said hall, instead of taking the matter up with the Municipal Manager to ensure that this hall be maintained by the Municipality like any other, the Ward Committee (under her leadership) decided to impose a fee for the use of the hall in order to raise funds to maintain it according to Clr Sitshoti. Other people, like Clr Oliphant doubts very strongly that these funds were used for maintenance purposes.

However, this resolution of the Ward Committee (which is illegal in my view) was not communicated properly in the community and more than one church group questioned why they had to pay for the use of the hall thereafter, as they did not have to pay anything before.

As there was not an official bank account for the Strongyard Hall at the time when fees for the use of the hall was imposed, such fees were received by members of the Management Committee and paid into their personal bank accounts as they did not want to keep large amounts of cash at their homes for security reasons. Therefore the bank deposit slips show different beneficiaries, like Mrs Finini, Mrs Notshokovu, etc.. I have not been able to find a deposit slip from Capitec bank with the account number of Clr Sitshoti in this respect.

When the official bank account ("the Ward 14 Resource Centre" account) for the Strongyard Hall was created, according to Clr Sitshoti all the persons who received fees for the booking of the Strongyard Hall and who paid the money into their own bank accounts, withdrew these funds from their personal bank accounts and paid it into the Ward 14 Resource Centre account at FNB. Obviously I cannot vouch for that and neither can Clr Sitshoti verify that each and every sent that was received as part of fees for the booking of the hall, was paid into the particular recipient's bank account or that it was paid over to the Ward 14 Resource Centre account by the particular recipient of the fees.

Apart from the financial aspect, various church groups who had easy access to the hall when it was managed by Kuyasa, felt aggrieved that Clr Sishotsi and her ward committee/management committee of the hall had taken over complete control of the use of the hall. These groups felt like Clr Oliphant, namely that the Municipality should have managed and maintained the hall just like any other hall on municipal property in Stellenbosch.

## **FINDINGS**

My findings are as follows on a balance of probabilities:

1. After Kuyasa had withdrawn from the sale of the Strongyard hall, the Municipality should have managed the hall like it does with all its other buildings. It did not happen and Clr Sitshoti made an interim arrangement with Mr Piet Smit of the Municipality to use the Strongyard hall for ward activities. However, some activities which took place in the Strongyard hall in terms of this arrangement can hardly be regarded as ward activities (gymnasium, etc) if one considers that ward activities are focussed on municipal service delivery issues.
2. By handing effectively control of the Strongyard hall to Clr Sishotsi, the Councillor was put in a position where she in effect had interfered in the administration of the Municipality in terms of Item 11(a) of Schedule 1 of the Local Government: Municipal Systems Act, No 32 of 2000, known as the Code of Conduct for Councillors,

which reads: "A Councillor may not, except as provided by law, interfere in the management or administration of any department of the municipal council, unless mandated by council (own emphasis). "

This means that neither Mr Piet Smit or any other employee of Council had the statutory authority to mandate Clr Sishoti to manage and/ or administer the Strongyard hall, as only Council could have given her a mandate to do so. As far as I can ascertain, no Council resolution which gives her such a mandate exists. To the contrary, there was a Memorandum issued by the Speaker on 14 February 2017 (See **Annexure O on page 37**) to all Councillors that they must "refrain from leasing out Municipal Property", that they are not "allowed to receive money for leasing of Municipal Property" and which instructs them to contact designated officials of the Municipality if someone contacts them to lease municipal property.

Accordingly, in my view, Clr Sitshoti had transgressed the said Item 11(a).

3. In addition, Item 11(d) of the same Code of Conduct for Councillors reads: "A Councillor may not, except as provided by law, encourage or participate in any conduct which cause or contribute to maladministration in the council." By at least knowing that her ward committee insisted on money for the use of the Strongyard hall and by herself instructing organisations who wanted to use the hall in some instances to pay a fee and by failing to ensure that such money is paid directly to the Municipality as the legal owner of the Strongyard hall, I am of the view that Clr Sishoti had caused or contributed to maladministration of the Strongyard hall. She is therefore guilty of transgressing the said Item 11(d).
4. Further, Item 12 of the same Code of Conduct for Councillors reads: "A Councillor may not use, take, acquire or benefit from any property or asset owned, controlled or managed by the municipality to which the councillor has no right." Clr Sishoti had the right to use the Strongyard hall, if one views the permission given to her by Mr Smit as a right in this regard, but that right is limited to conduct ward activities or community projects.

The right is not a blank cheque to benefit from. The right to use it for ward activities, certainly does not include running a gymnasium in the Strongyard hall, which is a business activity. My view is that Clr Sitshoti at least used the hall for a purpose that she had no right by running a gymnasium in the hall, alternatively knowing that a gymnasium is operating from the hall. She knew that as the Minute of the meeting which she had chaired 22 February 2017, shows that she had said to the meeting that skills development will take place in the gym-exercise room.

Accordingly I believe that Clr Sitshoti had transgressed the said Item 12.

5. I was not able to find any person who could say and proof to me that he or she himself/herself had paid money to Clr Sitshoti for the booking of the Strongyard hall. Many of the persons whom I have interviewed have strong suspicions in this regard, like Clr Oliphant who told me that he had heard that Ms Sizeka Siguba paid cash to Clr Sitshoti, but when I contacted her she denied it.
6. The "administration" of the Strongyard hall by the Ward Committee, was poor in all respects. No proper records were kept in terms of bookings ( see **Annexures Z2 and Z3 on pages 78 and 79**) where the 5 th booking on **page 78** does not reflect the name of the organisation or the person who had booked the hall and the same goes for the 22 nd booking. On **page 79** the same trend is to be seen.

In terms of financial administration of the hall, apart from the fact that money was received from unknown organisations or person in respect of the bookings referred to above, it is anybody's guess what the going rate was that had to be paid for booking the hall. Fees varied from R200 to R300 to as high as R9 000 (See the last paragraph of **Annexure B on page 18** for the amount of R9 000).

In terms of monies received for bookings of the hall, it is anybody's guess what the total amount was and if the total amount was indeed paid into the Ward 14 Resource Centre account at FNB. Some receipts in terms of **Annexure X on pages 60 to 75** have no tax invoice numbers and are therefore nothing more than a blank slip of paper.

In terms of monies withdrawn from the Ward 14 Resource Centre account, the Interim Statement of the account (**Annexure T on page 42**) shows a withdrawal of R5 000 on 7 July 2017 and few ATM slips that I was able to find, show withdrawals of R1 000, R450 and R1 990 for instance on **Annexure U1 on page 43**. FNB will not divulge to me who made these withdrawals as it is confidential information about a client. However, it is reasonable to assume it is one of the "Related Parties" as Mr Bangindawo Matwa, Ms Nosound Notshokovu and Ms Nomdumiso Sislana are described in the Business Customer Agreement of FNB on **Annexure S on page 41**.

7. In terms of the statement by Clr Sitshoti that the fees charged by the Management Committee were used for painting the Strongyard hall and for repairs, it appears to me that the hall was last painted with paint bought by the Municipality as Clr Oliphant had pointed out in our interview. In any event, I could not find any invoices from a hardware or a store selling paint made out to the Ward 14 Resource Centre" account, as one would expect to find.

**RECOMMENDATIONS**

1. That Clr Sitshoti be charged with a transgression of Item 11(a) as per my second finding above;
2. That Clr Sitshoti be charged with a transgression of Item 11(d) as per my third finding above;
3. That Clr Sitshoti be charged with a transgression of Item 12 as per my fourth finding above.

A handwritten signature in black ink, appearing to read 'Adv E W Vermaak', with a long horizontal flourish extending to the right.

**ADV E W VERMAAK**

**11 DECEMBER 2017**

"A"

17



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Reference No: 3/6/4

22 September 2017

Adv Etienne Vermaak  
26 Cabernet Sauvignon Street  
Oude Westhof  
Bellville  
7530

Dear Sir

## APPOINTMENT TO ASSIST SPEAKER WITH INVESTIGATIONS IN REGARD TO COUNCILLORS

The Municipal Manager referred two investigations to me to appoint a person to assist the Speaker, Cllr Donovan Joubert, with the investigations. I have discussed the matter with the Municipal Manager as I am uncomfortable to use one of the internal staff members in the legal section to investigate allegations against councillors. She has agreed that you be appointed to assist the Speaker at the same rates as provided to us and attached hereto.

I confirm that I have handed the documentation of allegations against the following two councillors to you:

Clr Frazenberg  
Clr Palishwa Sitsholu

You are requested to contact the Speaker at your earliest convenience to discuss the assistance needed.

Yours faithfully,

A M C DE BEER  
DIRECTOR: CORPORATE AND STRATEGIC SERVICES

01/03/2017

The Speaker  
Stellenbosch Municipality

Re: Renovations of the Strongyard Hall

On behalf of all beneficiary learners of the Sawit plant production learnership, we hereby request clarity on a financial matter involving Cllr Sitshoti and the Strongyard hall.

In January 2017, Sawit used the hall for 2 days for our training. Cllr Sitshoti has then been talking to Mr Siya Siswana (Sawit project coordinator) for payment of the renovations.

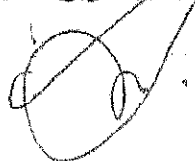
She has requested R9000.00, this has puzzled us as beneficiaries and we now request clarity on how the municipality leases out their property.

For more information contact Mr Siswana

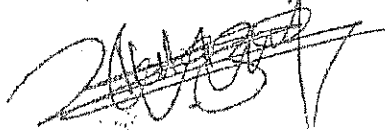
Yours in development

Concerned learners

Zamile Myatiza  
063 321 1890



Silas Katiza  
078 888 7951







"C"

19

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## ***INTERNAL AUDIT***

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**TO / AAN** : Municipal Manager  
**FROM / VAN** : Chief Audit Executive  
**DATE / DATUM** : 2016-05-09  
**RE / INSAKE** : MANAGEMENT OF STRONGYARD HALL, KAYAMANDI

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Your request to do a preliminary investigation into the accusations made against Councillor Sitshoti in terms of affidavits received refers.

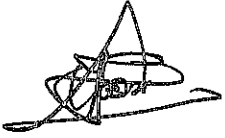
The preliminary investigation has shown that the Councillor has allegedly transgressed the Code of Conduct for Councillors by accepting remuneration for the use by Community Organisations and Churches of the Strongyard hall. Affidavits were obtained by the Director Community and Protection Services which detail the alleged transgressions.

I have also received a memo from Mr Piet Smit, Manager: Property Management attached herewith which clarifies what happened after the service provider who managed the hall no longer was able to. Mr Smit also confirmed that there is no delegation nor was there a written agreement in place. The Councillor and her ward committee together with representatives from the Zion Church of South Africa held meetings with Mr Smit and it was agreed that the hall will be used as a community project. According to Mr Smit no approval was granted to the Councillor or her ward committee to hire the hall out to community organisations and churches. Moneys that were charged and paid in terms of the attached affidavits are therefore illegal.

It must be made mention that the time frame in which this practices continued was not determined and neither can any record be found to quantify the extent of the alleged transgressions. This would warrant a full investigation and detailed interviews with organisations that use the Strongyard hall.

Based on the information at hand provided to Internal Audit and the discussions with and memo of Mr Piet Smit the Councillor can be found to have transgressed the Code of Conduct for Councillors in terms of the Municipal Systems Act for the alleged transgressions.

It is recommended that the Office of the Speaker in consultation with the Director: Strategic and Corporate services draft an item to Council in this regard and initiate the processes required to deal with this matter going forward.



.....  
**FAIZ HOOSAIN**  
**CHIEF AUDIT EXECUTIVE**

#### **DISCLAIMER**

The representations were accepted on face value and in good faith. We accordingly did not perform detail procedures to verify the accuracy, validity or completeness of the representations due to the short period of time and information available when conducting this preliminary investigation.



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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

"D"  
21

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## MUNICIPAL MANAGER

---

**TO / AAN** : Executive Mayor and Speaker  
**FROM / VAN** : Municipal manager  
**DATE / DATUM** : 2016-05-09  
**RE / INSAKE** : MANAGEMENT OF STRONGYARD HALL, KAYAMANDI

---

I requested the CAE to do a preliminary investigation into the accusations made against Councillor Sitshoti in terms of affidavits received refers. I attach herewith the report with substantiating evidence in this regard for your attention.

GERALDINE METTLER  
MUNICIPAL MANAGER



---

## PROPERTY MANAGEMENT

---

**TO / AAN** : Municipal Manager  
**FROM / VAN** : Manager: Property Management  
**DATE / DATUM** : 2016-05-05  
**RE / INSAKE** : MANAGEMENT OF STRONGYARD HALL, KAYAMANDI

---

During 2016 KUYASA informed us that they will no longer manage the Strongyard Hall in terms of a tender which was awarded to them during 2001. Following this I met with the Ward Councillor Mothokovu as well as representatives of the Zion Church of South Africa, as they were using the hall (at the time) on a regular basis. The ward councillor suggested that the facility be made available to the Ward Committee to be managed as a community project. This request was approved as a pilot project.

This arrangement, in my view, worked well until earlier this year, when I was approached by members of the Zion church, indicating their unhappiness with the fact that, according to them, the ward Councillor does not want them to make use of the facility anymore. I took the matter up with the ward Councillor, who explained to me that it was not the case and that they (the Ward Committee) were merely busy with certain upgradings.

Following further complaints from representatives of the Zion church I decided to cancel the informal arrangement, in terms whereof the ward committee were managing the facility as a ward project. The Director Community Services was subsequently requested to take over management of the facility.

Yours faithfully

.....  
**PIET SMIT**  
**MANAGER: PROPERTY MANAGEMENT**

'F'  
23

**INVESTIGATION INTO ALLEGATIONS PERTAINING TO THE RENTAL USE OF STRONG YARD COMMUNITY HALL**

*File number* : 7/2/2/1  
*Compiled by* : Director: Community & Protection Services  
*Report by* : Director: Community & Protection Services  
*Delegated Authority* : Municipal Manager

**Strategic intent of item**

Preferred investment destination   
Greenest municipality   
Safest valley   
Dignified Living   
Good Governance

---

**1. PURPOSE OF REPORT**

Is to inform the Municipal Manager on the abuse of power and privilege of a Councillor and Ward Committee to lease municipal facilities on behalf of the Stellenbosch Municipality, in this case Strong Yard Community Hall.

**2. BACKGROUND**

Information was received from members of the community about the alleged misconduct by Councillor Sitshoti and her Ward Committee, who is renting out Strong Yard Community Hall.

The community alleged that the facility has been leased inconsistently to various non-governmental, community and faith based organizations in Kayamandi.

Different quotations and rental amounts were demanded from the various organizations and in some cases, money was exchanged.

On investigation it was discovered that the money was not paid into the main bank account of the municipality. See attached Capitec bank account.

**3. DISCUSSION**

Members of the community that came forward with affidavits are Zamilé Myataza, Silas Rataza, S Mkunyana and T Joko. See attached reports.

**4. LEGAL IMPLICATION**

Misuse of power.

**5. FINANCIAL IMPLICATION**

Council suffered an unknown loss of possible revenue.

**RECOMMENDED**

- (a) that the matter be discussed with the Ward Councillor and her political party.
- (b) after consultation with the Ward Councillor and political party to evaluate the evidence and if sufficient evidence exist to pursue disciplinary action.

"G"

25

I - 136, Swart Close  
Kayamandi  
STELLENBOSCH  
7600

To: Executive Mayor  
Stellenbosch Municipality  
PO Box 17  
STELLENBOSCH  
7600

CC: The Speaker  
CC: Municipal Manager

Subject: Complaint (Ward Committee Member of Ward 14: Mrs. Finini)

I am Pastor Mkunyanana from Kayamandi - on the 21<sup>st</sup> February 2017, I want to book a hall (Strong Yard) for our church ceremony. After I received an information from the closest people in the hall that the person who is responsible for the bookings is Mrs. Finini. I was caught by surprise because I thought that there was a responsible person from the municipality who is responsible for bookings of that hall - nevertheless I went to Mrs. Finini although I was in the state of dilemma.

I was instructed by Mrs. Finini to deposit an amount of R200 (Capitec Bank, Account Holder Mrs. Finini as attached).

My confusion stems from the fact that - according to my information Strong Yard Hall belongs to the Municipality hence I need a clarification and I need a feedback on this matter to find out whether I was robbed or not.

Kind Regards

S. Mkunyanana  
@ 073 518 6466

*S. J. A. M.*

<p>ek verklar dat boekeende verklaring deur my afgeleë is en dat verklarende ek, dat hierby versend is met die inhoud van hierdie ver- klaring, en dit is myn eie. Hierdie verklaring is swaerlik, eedlik/beweerlik en verklarende as wettigheidsverklarende/verklarende, is in my teen- woordigheid deur my afgeleë.</p>	<p>I hereby state that the above statement was taken by me and that the declarant has sworn/depended upon that he/she knows and understands the contents of the statement. This statement was sworn/depended before me and deposited signature/initials were placed/initials in my presence.</p>
<p>KAYAMANDI 2017-04-25 14:30</p>	
<p>SHARON WASSGILL TOY</p>	
<p>(SIGNATURE) KOMMISSARIS VAN EDE (SIGNATURE) COMMISSIONER OF OATHS</p>	
<p>MARY THAMANE STREET</p>	
<p>VOLLE VOORNAAM EN VAN IN DRIKLEUR FULL FIRST NAMES AND SURNAME IN BLOCK LETTERS</p>	
<p>KAYAMANDI STELLENBOSCH</p>	
<p>BESIGHEIDSAADRES (STRAATADRES) BUSINESS ADDRESS (STREET ADDRESS)</p>	
<p>1001</p>	





"I"

27

O 487, Luyolo Street  
Kayamandi  
STELLENBOSCH  
7600

To: Office of the Executive Mayor  
Re: Stellenbosch Executive Mayor

To: Office of the Municipal Manager  
Ref: MM (Municipal Manager)

From: Mr. Thembile Joko  
Capacity: Pastor of the Apostolic Holy Church in Zion

Subject: Clarification: Strong Yard Hall

I am Pastor T. Joko of the above mentioned congregation which is based in Kayamandi. On this date (03/09/2016) I went to book the Strong Yard Hall from Mrs. Notshokovu for a church service with an amount of R300 per day.

The amount was paid to the following organization as per instructed:-

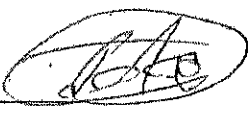
- \* Masimanyane Educare Centre (see attached receipt No. 45) as Terms of Reference.

It is against this background, I would like a clarification on this matter:-

1. Why the municipality property (Strong Yard Hall) is being leased from Mrs. Notshokovu?
2. Is there a contract in place between the Municipality and Mrs. Notshokovu?

I need explanation and your intervention in this matter.

Yours in Community Development

T. Joko   
@ 073 945 0335

SUID-AFRIKAANSE POLISIEDIENS  
STASIE BEVELVOERDER  
STELLENBOSCH  
2017-04-25  
STELLENBOSCH  
STATION COMMANDER

Handwritten notes in Afrikaans and English at the top of the form.

23 Du 1011 DUREN

Mthathuzeli Mbanko  
FULL FIRST NAMES AND SURNAME IN BLOCK LETTERS

BESIGHEIDSAADRES (STRAATADRES)  
BUSINESS ADDRESS (STREET ADDRESS)

"J"

28



BBISI Basisi Street  
Knyamhanda  
Stellenbosch  
7600  
Principal: F. Motshokwe  
Cell No. 078 2719 028  
NPO: 329 616

Date: 03 / 09 / 2016

No: 46

Received From: The apostolic church

Tel: 073 9450335

the sum of R. 300 cents, For

Signature:

Note:

"K"

MINUTES OF KAYAMANDI CONCERNED GROUP OF RESIDENTS COMPLAINT MEETING HELD IN THE  
SPEAKER'S BOARD ROOM, 2<sup>ND</sup> FLOOR, TOWN HOUSE, PLEIN STREET, STELLENBOSCH ON 2017-03-22  
AT 10:00

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PRESENT: (as per attendance register)

29

**1. OPENING AND WELCOME**

The Speaker opened the meeting and welcomed the attendees.

**2. PURPOSE OF THE MEETING**

The Speaker explained that the purpose of the meeting is to address the issue relating to Strongyard as per request of the complainants. He furthermore stated as follows:

- there are apparently a lot of rumours;
- allegedly Councillor Sitshoti is accepting money for the leasing of the facility;
- as per previous request the Speaker through a memorandum cautioned Councillors not to get involved in the leasing of council property;

**3. DISCUSSION RELATING TO THE STRONGYARD ISSUE**

After the speaker opened the matter for discussion, the spokespersons of the concerned group, Messrs C Mcako and Kalipa:

- requested the Speaker not to speak to Councillor P Sitshoti at this stage in respect of the alleged complaint;
- mentioned that, apparently after the memorandum was sent to Councillors a trap; was set whereby an amount of R200.00 was deposited into the Capitec Bank account obtained from one of the Ward Committee members for Ward 14;
- the Councillor allegedly confessed at a meeting on 21 March that she was renting out Strongyard Hall;
- furthermore stated that the Councillor is compromising the integrity of Council;
- the Church of Madiba paid an amount of R900.00 for renting the facility;
- stated that in respect of the leasing by the Church of Madiba they were informed that the fees are R300.00 per night and R100 per day;
- mentioned that apparently the fees were to be deposited into Ward Committee member Finini's account;
- alleged that there is sufficient evidence that money is being paid for renting the facility;
- alleged no measures have been put in place to stop the activities;
- declared that although the memorandum cautioning the Councillors not to get involved was sent to the Councillors the Councillor persisted with the fraudulent activity;
- furthermore stated nothing was administratively done to remedy this alleged wrongdoing;
- confirmed that in the case of the Community Hall no fees are being paid for using the hall;

- requested that the administration be commissioned to put a moratorium on the leasing of the Strongyard facility if established that leasing of the facility is still on-going;
- stated that the Strongyard building is not up to standard;
- alleged that the public is milked by a member of Council;
- mentioned that this matter was also discussed with Councillors Mdemka and Jindela
- stated that a formal complaint, in writing, will be submitted to the Speaker by 23 March;

**Speaker's response and actions proposed:**

- Speaker pointed out that his role is clear, namely that he has to give the Councillor an opportunity to respond on the allegation/s;
- Speaker emphasised that the aforesaid can only be done if he receives a formal complaint;
- A process of investigation will be commenced on receipt of the formal complaint referred to above;
- In the meantime the Municipal Manager will be requested to intervene as a matter of urgency and put measures in place based on the information provided by the concerned group;
- The procedure to follow if there is sufficient evidence is in terms of Section 37 of the Municipal Structures Act whereupon action should be taken as a result of fraud and corruption;
- Requested the concerned group to in future lodge formal complaints, in writing to enable him to start the process immediately.

The meeting adjourned at 11:15.



ATTENDANCE REGISTER  
Meeting With Kayamandi People(Strong Yard)

Date: 15 May 2017

NAME & SURNAME	ADDRESS	EMAIL ADDRESS	CELL PHONE NUMBER	SIGNATURE
Zamile Nyataza	2947 Watergang	zvmiyataza@gmail.com	063 321 1590	
Kolisa Mashimane	36 Luyolo St	-	07 8 745 1245	

**Donovan Joubert (Speaker)**

---

**From:** Donovan Joubert (Speaker)  
**Sent:** 06 April 2017 10:22 AM  
**To:** Donovan Joubert (Speaker)  
**Subject:** FW: Strongyard

deleted

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**From:** Geraldine Mettler  
**Sent:** 28 March 2017 06:09 PM  
**To:** Donovan Joubert (Speaker)  
**Subject:** RE: Strongyard

Dear Speaker,

My apologies for only responding now, but I was checking my little red book and could not find any reference to Strongyard hall matter. Notwithstanding, i have ascertained the following information:

- The hall belongs to the municipality.

The following information is outstanding:

- **Wie is verantwoordelik vir die uitverhuuring van hierdie saal? Wie hou register by?**
- **Wie is in besit van die sleutel, is daar 'n werknemer wat aangestel is as toesighouer?**
- **Wie is verantwoordelik vir die onderhoud van die saal?**

Based on the initial evidence there is three people that is currently renting/ sub-letting the property we in process of determining what their status is and the access right to the hall. Will keep you updated.



Kind regards,  
**Geraldine Mettler**  
Municipal Manager  
**Office of the Municipal Manager**

---

T: +27 21 808 8025 | C: +27 82 312 3063  
Plein Street, Stellenbosch, 7600  
[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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[http://www.stellenbosch.gov.za/main\\_pages/disclaimerpage.htm](http://www.stellenbosch.gov.za/main_pages/disclaimerpage.htm)

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**From:** Donovan Joubert (Speaker)  
**Sent:** 27 March 2017 01:23 PM  
**To:** Geraldine Mettler; Marius Wust; mm  
**Subject:** Strongyard

Beste MM

Ek verwys na ons gesprek oor die Strongyard se verhuring. Kon u die verhuring proses hanteer. Kon u uitvind aan wie die Strongyard behoort en wie verantwoordelik is vir die verhuring.

MM soos aan u genoem is daar verskeie klagtes dat die munisipale perseel verhuur word. Ek het egter geen bewyse. Ons versoek dat u dringend intree asseblief.

Raad/Council Kind regards / Vriendelike groete

*Donovan Joubert*

Speaker

Email/ Epos: [Donovan.Joubert@stellenbosch.gov.za](mailto:Donovan.Joubert@stellenbosch.gov.za) | Tel: +27 21 808 8745 | Cell: 0722594151 Website/Webtuiste: [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)

Physical Address/ Adres: 17 Plein Street, Stellenbosch, 7600 | Postal Address/ Posbus: PO Box 17, Stellenbosch, 7599

**" Please note that all invitations and meeting requests are accepted on the basis that they could be cancelled due to emergencies which may arise and require the Mayor's attention." / "Let asseblief daarop dat alle uitnodigings en vergadering versoeke aanvaar word op die basis dat dit gekanselleer mag word as gevolg van noodgevalle wat mag ontstaan en die Burgemeester se aandag vereis. "**



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MUNICIPALITY • UMABIPALA • MUNICIPALITY



**Donovan Joubert (Speaker)**

**From:** Donovan Joubert (Speaker)  
**Sent:** 27 March 2017 01:23 PM  
**To:** Geraldine Mettler; Marius Wust; mm  
**Subject:** Strongyard

Beste MM

Ek verwys na ons gesprek oor die Strongyard se verhuring. Kon u die verhuring proses hanteer. Kon u uitvind aan wie die Strongyard behoort en wie verantwoordelik is vir die verhuring.

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Raad/Council Kind regards / Vriendelike groete

*Donovan Joubert*

Speaker

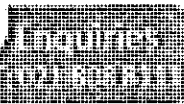
Email/ Epos: [Donovan.Joubert@stellenbosch.gov.za](mailto:Donovan.Joubert@stellenbosch.gov.za) | Tel: +27 21 808 8745 | Cell: 0722594151 Website/Webtuiste: [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)

Physical Address/ Adres: 17 Plein Street, Stellenbosch, 7600 | Postal Address/ Posbus: PO Box 17, Stellenbosch, 7599

**" Please note that all invitations and meeting requests are accepted on the basis that they could be cancelled due to emergencies which may arise and require the Mayor's attention." / "Let asseblief daarop dat alle uitnodigings en vergadering versoeke aanvaar word op die basis dat dit gekanselleer mag word as gevolg van noodgevalle wat mag ontstaan en die Burgemeester se aandag vereis. "**



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"Ni"



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35

**KANTOOR VAN UITVOERENDE BURGEMEESTER**

Rdl D Joubert  
Speaker: Stellenbosch Munisipaliteit  
STELLENBOSCH  
7600

Beste Speaker

**STRONGYARDSAAL**

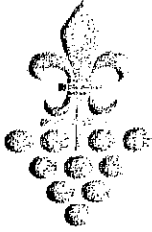
Net ter inligting aangaande die klagtes ingedien aangaande die verhuring van Strongyardsaal.

Aangesien u nie die klagte ten opsigte van Strongyardsaal ondersoek het nie, het ek die administrasie versoek om die aangleentheid verder te ondersoek.

Groete.

Adv. G M M van Deventer  
UITVOERENDE BURGEMEESTER

Datum: 2017-03-30



**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

OFFICE OF THE SPEAKER

"Nz"  
36

**Die Uitvoerende Burgemeester**

**Stellenbosch Munisipaliteit**

Beste Burgemeester

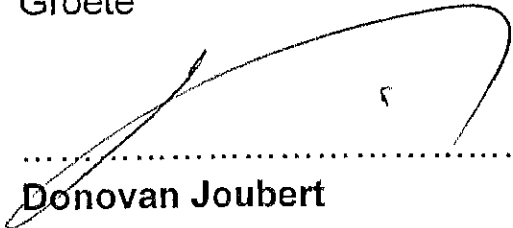
**Stronyard**

Daar was geen klagtes teen enige raadslid nie.

Daar was wel deur 'n lid van u kommittee aan Mr. Mcako voorgestel om 'n lokval te stel aan die wyksraadslid deur geld te gebruik as 'n aas. Mr. Mcako het erken dat hy dit wel gedoen het gedurende 'n vergadering op 22 Maart 2017. Verder het Mr. Mcako versoek dat ons nie die raadslid moes inlig aangesien hy die volgende dag formele klagtes sou indien. Tot hede is daar geen formele klagtes van enige party ingedien om enige ondersoek teen enige raadslid te magtig nie.

Ek het ook met die Munisipale Bestuurder oor die verhuring van die saal gekommunikeer. Soos u kan sien in die aanhangsels, datums 27 Maart 2017 en Munisipale Bestuurder se terugvoering op 28 Maart 2017.

Groete



**Donovan Joubert**  
**SPEAKER**

**Datum: 2017.4.6**

"0"



# MEMORANDUM

37

OFFICE OF THE SPEAKER

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**TO / AAN :** ALL COUNCILLOR  
**FROM / VAN :** SPEAKER  
**DATE / DATUM :** 2017-02-14  
**INSAKE / RE :** LEASING OF MUNICIPAL PROPERTY  
**REF :** 3/6/4 x 7/4/2

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Dear Councillor/s

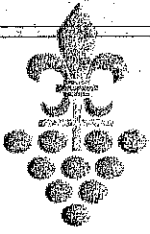
It has come to our attention that there is a misunderstanding from councillors when it comes to the use of Municipal Facilities. Please refrain from Leasing Stellenbosch Municipal Property. Follow the proper process for leasing out Municipal Property. No councillor is allowed to receive any money for leasing of Municipal Property.

**Please contact the following Officials for the leasing of Municipal Property:**

- Stellenbosch Town Hall, Eikestad Hall & Cloetesville Ward Hall: Undria Cornelius 8404
  - Franschoek, Groendal, La Motte & Wemmershoek Hall: Mernita Hendricks 8930
  - Priel Banquet Hall & Kylemore: Gerrit Afrika 8478
  - Khayamandi Hall: Philiswa Mgudlwa 8929
- 
- ✓ Jan Marais Park & Voorgelegen Garden: Angelique George 8160
  - ✓ Sportsgrounds with Facilities: Samantha Balie: 8165

Kind Regards

  
\_\_\_\_\_  
CLLR D JOUBERT (SPEAKER)



**OFFICE OF THE SPEAKER**

Ref No: 3/6/4

15May 2017

18 Setona Street

Kayamandi

**Councillor P. Sitshoti**

**Breach Code of Conduct for Councillors**

It is alleged that you have breach the Code of conduct for councillors.

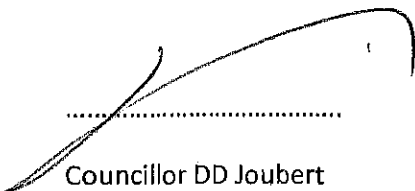
It is alleged that you have commit the following transgressions.

- It is alleged that you have lease/rented out the Strongyard hall to the public.
- It is alleged that you have received money for leasing/renting out the municipal property.
- It is alleged that you have personally gain from the leasing / renting out the Stronyard hall.

The code of conduct for councillors requires me to authorise an investigation of the facts and in circumstances of an alleged breach, if of the opinion that a provision of this code has been breached.

Before considering the investigation, I hereby afford you the opportunity to reply in writing regarding the alleged breach by no later than 16H00 on 29 May 2017

Yours faithfully



Councillor DD Joubert  
Speaker

021 80808074

mailto: Speaker2 stellenbosch.gov.za

"Q"

39

I-8 Setona Street  
Kayamandi  
Stellenbosch  
7600

29 May 2017

Office of the Speaker

In response to your letter dated 15 May 2017 as a councillor it is my responsibility to adhere to and be abide by the code of conduct of all councillors. According to my knowledge I did not breach any code of conduct.

As for the allegations written on your letter dated 15 May 2017 with the three ~~allegations~~ transgressions I have no involvement in such activities the hall has its committee that deals with such activities.

Yours faithfully  
Ward Councillor (14)  
P. Suts hofi



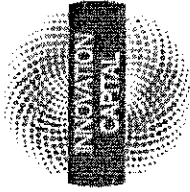
MUNICIPALITY - MUNISIPALITEIT  
STELLENBOSCH

29 MAY 2017

OFFICE OF THE SPEAKER



**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK



MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**COMMUNITY AND PROTECTION SERVICES**

**FRIDAY, 25 AUGUST 2017 @ 14:00, DIRECTOR'S OFFICE STELLENBOSCH TRAFFIC DEPARTMENT**

**ATTENDANCE REGISTER**

Name	Surname	Designation	Tel nr	Signature
Beikobetse	Lesobana	Ward 14 Administrator	0800899023	
Emilly	SISILANA	Ward 14 Committee	0739676829	
RICHARD	Aezopa MATHINA	Notshokelvycom Committee	0635443585 0634723170	
	Sutsheli	Ward Councilor	0739667317	
Gerald	Fisau	Comm + Protection	0824744268	
Kennith	Patrick	"	0827953410	

"R"

40



"5" 41

First National Bank – a division of FirstRand Bank Limited Reg. No. 1029/00122506  
 An Authorised Financial Services and Credit Provider (NCRCP20)  
 9th Floor, 1 First Place, Simons Street, Johannesburg, 2001, South Africa  
 For Branches Banking Enquiries – Tel 087 790 2247, International +27 (0)11 371 3711  
 Card Cancellations - Tel: 0800 110 132 International +27(0)11 367 1189  
 Website: www.fnb.co.za

03 March 2017

Unique Customer Number: 000000054453435

**BUSINESS CUSTOMER AGREEMENT**

This document records your information and products and services you have applied for. Your application for certain products/services is subject to approval and will only be available once approved by the bank. It also records the terms, conditions and rules that govern our relationship with you. Check this document carefully before you sign it. Keep this document as a reference.

**Customer Information**

Name of the Client: Resource Center  
 Address: O 45c Luyolo Street, Kayamandi, Stellenbosch, 7600

**Your Source of Funds**

You've stated your source of funds to be as follows:  
 Rental Income

**Marketing Consent**

The FirstRand Group requests your consent so that we can inform you about our beneficial products and services. You may request us to stop marketing to you at any time. The FirstRand Privacy Policy available at [www.fnb.co.za](http://www.fnb.co.za) informs you how we use your information.

I agree that FNB can communicate with and market products and services to me.

Where I have not already provided specific consent: I agree that the remainder of the FirstRand Group, including its approved partners can communicate with and market products and services to me.

**Related Party Information**

This section records your relationship with "KYC related parties" and their personal information. This party is related to the primary customer as follows:

General Administrator  
 Kyc - Authorised User To Customer  
 Kyc - Principle Member To Customer  
 Online Administrator  
 Primary Contact  
 Percentage voting rights/shareholding declared: 0%

**Personal Identity Details of Related Party**

Full Names: Mr Bangindawa R Matwa  
 Identity Number: 7508126042089  
 Residential Address: O 45c Luyolo Street, Kayamandi, Stellenbosch, 7600

**Related Party Information**

This section records your relationship with "KYC related parties" and their personal information. This party is related to the primary customer as follows:

General Administrator  
 Kyc - Authorised User To Customer  
 Kyc - Principle Member To Customer  
 Online Administrator  
 Percentage voting rights/shareholding declared: 0%

**Personal Identity Details of Related Party**

Full Names: Ms Nosound F Notshokovu  
 Identity Number: 6505060927086  
 Residential Address: O 316 Bassie Street, Kayamandi, Stellenbosch, 7600

**Related Party Information**

This section records your relationship with "KYC related parties" and their personal information. This party is related to the primary customer as follows:

General Administrator  
 Kyc - Authorised User To Customer  
 Kyc - Principle Member To Customer  
 Percentage voting rights/shareholding declared: 0%

**Personal Identity Details of Related Party**

Full Names: Ms Nondumiso Sisilana  
 Identity Number: 7203250802082  
 Residential Address: 188 Makupula Street, Kayamandi, Stellenbosch, 7600

**Account Information**

This section records the accounts you have taken up and the selections you have made in respect of that account.

Account Type	Name of the Account	Account Number
32 Day Flexi Notice	Resource Center	74681006787
Interest Payment Instruction	We will capitalise the interest monthly-issue date	

**Declarations**

- I/We hereby confirm and consent as necessary that the FirstRand Group Ltd (FSR) [FirstRand Bank Limited, the FirstRand Group Limited, any affiliates, its associates, concessionaires, delegates or successors in title and / or third parties like its authorised agents and contractors) may process (collect, use or otherwise deal with) my/our information (including processing outside of the borders of South Africa) for the purposes of providing services and products, according to the General Terms and Conditions (copies can be obtained from [www.fnb.co.za](http://www.fnb.co.za) or from any branch) and requirements of the law.
- I/We hereby confirm that I/We have read and understood the General Terms and Conditions. I/We also confirm that the information provided by me/us to FSR is true, correct and current; including information about my/our residency and citizenship for tax purposes, and that I/we will inform FSR if it changes.
- I/We understand that terms and conditions apply to the products, services and my relationship with the bank. I/we agree to these terms and conditions. I/we have received a copy of these terms and conditions. (Copies can also be obtained from [www.fnb.co.za](http://www.fnb.co.za) or from any FNB branch.)
- I/We have the necessary authority to represent and bind the customer and the information I/we have given is true, correct and complete.
- The features and benefits of the account (and of the Business Savings Pocket if applicable) and the ways in which they operate have been explained to me/us or are clear to me/us.

"T" 42

32 DAY FLEXI NOTICE

INTERIM STATEMENT



\*RESOURCE CENTER

D 45C LUYOLO ST

KAYAMANDI  
7600

ACCOUNT NUMBER : 74681006787  
PAGE NUMBER : 1 OF 1

BALANCE AS AT : 2017/07/07 1,276.22

DESCRIPTION	TRANSACTION AMOUNT	SERVICE FEE	DATE	ACCOUNT BALANCE
ADT CASH DEPOABRAHAM SH	800.00		04/28	3,409.27
ADT CASH DEPO0634722170	300.00		05/02	3,709.27
INTEREST PAYMENT GENERA	13.98		05/03	3,723.25
ADT CASH DEPOSITAMKELE	200.00		05/08	3,923.25
INTEREST PAYMENT GENERA	19.83		06/03	3,943.08
AYANDA	300.00		06/05	4,243.08
NKOSINATHI	300.00		06/06	4,543.08
EMIHLE	100.00		06/23	4,643.08
EMIHLE	100.00		06/23	4,743.08
RESOURCE CENTER	800.00		06/28	5,543.08
NYAMEKO LINDIPASI	600.00		07/03	6,143.08
INTEREST PAYMENT GENERA	23.14		07/03	6,166.22
CASH DEPOSIT STELBOSH	300.00		07/06	6,466.22
#CASH DEPOSITSTELBOSH	40.00-		07/06	6,426.22
FUNDS TO EWAL2763472217	5,000.00-		07/07	1,426.22
#PENALTY CHA82278310081	150.00-		07/07	1,276.22





STELLENBOSCH BRANCH  
 ATM00375104 STELLENB 17.5.76  
 15 00375104 P \*\*\*607 08/07/2017 11:16

WITHDRAWAL : R1000.00

\* PREVIOUS TRANSACTIONS \*

07/07 ATM CASH	3000.00	DR
08/07 ATM CASH	1990.00	DR
08/07 MEMOAUTH	10.00	DR
08/07 EWA CREDIT	1000.00	CR
08/07 ATM CASH	1000.00	DR

\* THANK YOU FOR USING FNB ATMS

AVAIL BALANCE ZAR 0.00  
 DIAL \*120\*277# FOR A NEW ATM PIN.

COMP CODE: A000 TRACE: VODSWWWT8LD

First National Bank - a division of First Rand Bank Limited  
 An Authorised Financial Services and Credit Provider (1216299)

"41"



43

STELLENBOSCH BRANCH  
 ATM00375104 STELLENB 17.2.217  
 15 00375104 P \*\*\*509 08/04/2017 09:52

WITHDRAWAL : R450.00

\* PREVIOUS TRANSACTIONS \*

08/04 ATM CASH	450.00	DR
----------------	--------	----

\* THANK YOU FOR USING FNB ATMS

AVAIL BALANCE ZAR 0.00  
 DIAL \*120\*277# FOR A NEW ATM PIN.

COMP CODE: A000 TRACE: VODSYZY7F9GD

First National Bank - a division of First Rand Bank Limited  
 An Authorised Financial Services and Credit Provider (1216299)



STELLENBOSCH BRANCH  
 ATM00375105 STELLENB 17.5.76  
 15 00375105 P \*\*\*501 08/07/2017 09:49

WITHDRAWAL : R1990.00

\* PREVIOUS TRANSACTIONS \*

07/07 ATM CASH	3000.00	DR
08/07 ATM CASH	1990.00	DR
08/07 MEMOAUTH	10.00	DR

\* THANK YOU FOR USING FNB ATMS

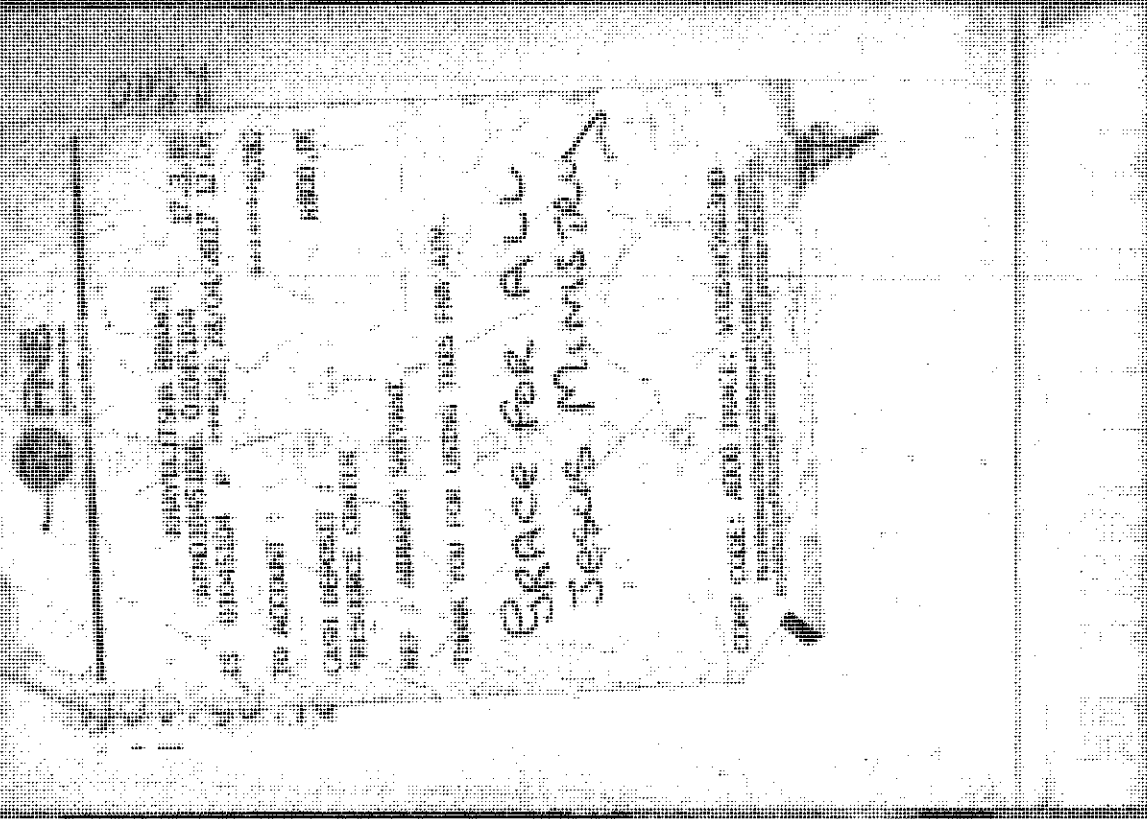
AVAIL BALANCE ZAR 0.00  
 DIAL \*120\*277# FOR A NEW ATM PIN.

COMP CODE: A000 TRACE: VODS2R9ZP8LD

First National Bank - a division of First Rand Bank Limited  
 An Authorised Financial Services and Credit Provider (1216299)

"U2"

44





"U3"

45

03:05:2017

STELLENBOSCH BRANCH  
ATM0325105 STELLENBOSCH  
15 00325105 P 17.03.85  
12-32  
12-32  
12-32

TO ACCOUNT :  
CASH DEPOSIT :  
RESOURCE CENTER  
REF : 0834722170

R300.00

THANK YOU FOR DEPOSITING WITH FNB

COMP CODE: 4000 TRAC

First National Bank - a division of First Rand Bank Limited  
An Authorized Financial Services Provider





FNB  
First National Bank

"U4"

46

19.05.017

R220

REF

DATE

BY THE ENG ADM

FOR THE PURPOSES OF THE ACT

First National Bank - a division of First Rand Bank Limited  
An Authorized Financial Services and Credit Provider of the Ombudsman

PO



"U6" 48



First National Bank  
www.fnb.com

STELLEBRAND BRANCH  
ATMNO 275105 STELLENB  
15 00375105 P 00000000000000000000  
CASH DEPOSIT  
CASH CENTER  
REF: NOKAJRATHI  
NO. 4 00 FOR US (IN) THIS FNB ATM.

07.10.2017

COMP CODE: 4000 TRACE: V00S11F501KD

First National Bank - a Division of First Rand Bank Limited  
An Authorised Financial Services and Credit Provider in South Africa



"U7" 49



How can we help you?

STELLEMBOSCH BRANCH  
ATM00375104 STELLENB  
15 00375104 P 23/06/2017 14:21  
6787

TO ACCOUNT :  
CASH DEPOSIT : R100.00  
RESOURCE CENTER

REF : EMILE  
THANK YOU FOR USING THIS FNB ATM.

COMP CODE: 0000 TRACE: W05D0T0010

First National Bank - a division of First National Bank Limited  
An Affiliated Financial Services and Group of Companies (Pty) Ltd.

ATM

21/06/2017 14:21

"US" 50

Kilco

2/100

STELLENBOSCH BRANCH  
ATM/0375104 STELLENB  
P 216 21/06/2017 14:23  
TO ACCOUNT : \*\*\*\*\*6787  
CASH DEPOSIT : R100.00  
RESOURCE CENTER

REF : EMHLE  
THANK YOU FOR USING THIS FNB ATM.

COMP CODE: A000 TRACE: V0D57XKNTJLD

First National Bank - a division of FirstRand Bank Limited  
An Act 19 of 1997 (No. 19 of 1997) and Chapter 14 of the 1996 Constitution



"49" 51



BRANCH: STELLENBOSCH 06 JUL 2017  
TELLER NO: 259200  
TRACE ID: W03STELLENBOSCH  
ATE: 06/27/17 200.610

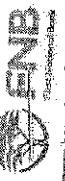
CASH DEPOSIT FOR  
RESERVE CENTER  
ACC NO: 1992106787  
ACC INFO: 32 DAY FLEXI NOTICE

CASH AMOUNT: 1000.00  
CHECK AMOUNT: 300.00  
TOTAL AMOUNT: 1300.00

Boo

L802: 10:90

"U10" 52



How can we help you?

STELLENBOSCH BRANCH  
ATM00375105 STELLENS  
15 00375105 P 11/07/2011 15:00

CASH DEPOSIT : R 100,00  
RESOURCE CENTER

REF : BONGA MPAMBA

THANK YOU FOR USING THIS FNB ATM.

COMP CODE: A000 TRACE: V0DSYZLX8CND

FNB National Bank, a member of the FNB Group Limited  
All transactions subject to our terms and conditions

100 0000

11/11

"U" 53

20 0185



STELLENBOSCH BRANCH  
ATM0375105 STELLENB 17.6.110  
-15 00375105 P 00692 24/07/2017 14:37  
TO ACCOUNT :  
CASH DEPOSIT : R800.00  
RESOURCE CENTER

REF : LWAZISIKUNDLA  
THANK YOU FOR USING THIS FNB ATM.

COMP CODE : A000 TRACE : V00S7NC600MD

First National Bank - a division of First Rand Bank Limited  
An authorized Financial Services and Credit Provider 2012/10

03

"U12" 54

R500 00



How can we help you?

Branch: ...  
Account: ...  
Branch: ...  
Branch: ...  
Branch: ...  
Branch: ...

Branch: ...

FNB National Bank - a division of First Rand Bank Limited  
An Authorized Financial Services Provider (FSP)

"U13"

55



How can we help you?

111 EIBOSCH BRANK  
ALMUDENA STELLENS  
15 00375104 P 661690 1871

2:17  
01/09/18

R900 00

TO ACCOUNT :

CASH DEPOSIT  
PREVIOUS NUMBER

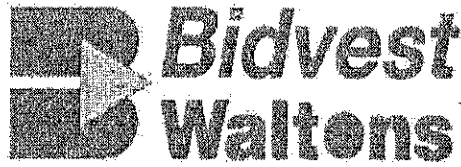
REF : 4544669

THANK YOU FOR CHOOSING FNB

CEMP CODE: 4000 TRACE: 94J52MTY29FD

FNB National Bank - a Division of FirstRand Bank Limited  
An Affiliated Financial Services and Credit Provider in terms of

CD



"V1"

game 56

MASSTORES (PTY) LTD  
TRADING AS GAME  
STELLENBOSCH  
SHOP AW 104 EIKESTAD MALL  
Store #139  
- 43 ANDRINGA STREET

STELLENBOSCH 7600  
Phone 0861426096

Tax Invoice

Paarl  
Cnr Bethal & Fabrik Streets  
Paarl  
7846  
ZAF

Phone : 021 872 4425  
Co. Reg. No. 1927/000495/07  
VAT Reg No. 4010107823

Receipt No : PAA01000038672  
Date : 2017/04/07 09:17 AM  
Till : PAA01  
Cashier : JOHANITA DANIEL

ITEMNAME	QTY	PRICE	TOTAL
Rapid Half Strip Stapler Black 903033	1.00 ea	56.40	56.40
Washin Staples 10mm No23/10 W2 901141	1.00 ea	18.70	18.70
Pen Carbon Book Dup A6L 148mmx-B-Invoice 82382248	1.00 ea	30.00	30.00
BIC CRYSTAL Ballpen Med-Black 21111002	2.00 ea	5.29	10.49

Total 115.59  
Tender Rounding 0.09  
VAT @ 14% 14.20  
Cash 150.00  
Change back (Cash) -34.50

We will gladly refund or exchange any item in a saleable condition within 14 days provided you have the original till slip.  
Airtime purchased cannot be refunded or exchanged.

For further information please visit

www.waltons.co.za

\*\*\*\*\*  
PRESENT THIS SLIP  
TO VALIDATE  
YOUR GUARANTEE  
\*\*\*\*\*

TAX INVOICE  
VAT REGISTRATION NUMBER: 4300119155  
000G139/08072017/1892/108/0052  
\*\*\*\*\*

20 x 69.00 ZAR  
Art/EAN 6002923020756  
BUDDI CHAIR BLACK 1380.00 1  
Sales assistant MZWAMADADO MRAMBA

Total [20] R 1380.00  
Cash R 1390.00  
change R -10.00  
--> VAT exclusive R 1210.53  
1 VAT 14% = 169.47



001G139080717108000052

You were served by:  
Cashier: 171892, MARISHA PATELL

Date 08/07/17 Time 11:37 Store 000G139 Pos 108 Op 1892 Race 0052

\*\*\*\*\*  
CUSTOMER CARE CONTACT DETAILS  
0861 GAME CARE - 0861 4263 2273  
email: service@game.co.za  
www.game.co.za  
\*\*\*\*\*

Liquor purchases are from:  
Eikestad Mall Shopping Centre  
43 Andringa Street  
Stellenbosch

MassDiscounters (PTY) LTD  
Licence No: WCP/039411  
Retail Liquor Licence

\*\*\*\*\*  
Thanks for shopping!  
Please check out our  
current offers

STELLENBOSCH  
HARDWARE  
Buitel voor die game  
14:10:00  
17:16:00  
17:51:00  
08000000000000000000  
0803984 30/08/2017  
01 MUSA  
CASH 150.00  
CHANGE -34.50  
115.59  
ENKOST  
TINKER  
101

"V2"

57

TAX INVOICE  
BELASTINGFAKTUUR

Date  
Datum 07-04-17<sup>1</sup>

To/Aen M  
Supplied by Barksole Paarl  
V.A.T.Reg.No.  
B.T.W.Reg.Nr.  
Vorskat deur  
Address 071 079 7246  
Adres  
V.A.T.Reg.No.  
B.T.W.Reg.Nr.

	Stamp x 1	300	cc
Terms Terme		Sub Total Subtotaal	
		V.A.T. inclusive % B.T.W. ingesluit	
		<small>Details as applicable Skema waar nie van inoewang nie</small>	
		TOTAL TOTAAL	300 cc

COLLECT

"W"

58

Date : 22-02-2017

Venue: Strongyard hall

Time : 18:00

Opening prayer : Mr Elvis Mgoqi

Welcoming : councillor P. Sitshoti

Apologies: Magareth  
Nomvisiswano  
Nonthandiso  
Mgebe

Agenda : school shoes, portfolios, sub-committees

**Note : The school shoes were ordered in the previous financial year by the ward committee member who was then responsible for Education.**

- The councillor took out the list with the names (40) of the kids who were registered and confirmed by their schools that they are in need of the school shoes.
- The shoes will be given out to the kids by the following week
- Ms Orinah raised a point about the people who got their houses back then but they still have their shacks, now that there's a process of counting shacks again there will be confusion because their shacks will be counted again.
- The solution to this was that, after the whole process of counting the municipality will take a responsibility and verify the list
- There is a sewing project that is about to start for women, it will take place at strongyard hall. The facilitator for this project will soon confirm how many people needed to participate.
- The councillor confirmed that the strongyard hall will be used as a resource centre, there will be 2 offices available. 1 will be used to assist youth with CVs, homework's etc and the other will be used to assist the community.
- The councillor made it clear that she is not in charge for the hall but there is a committee who is responsible for the hall bookings.



## WARD 14

- We had a sewing project (women empowerment programme)
- Area cleaning. To make sure the streets are tidy and prevent diseases like TB

**Strongyard Youth centre (It's a project on its own)**

- We provide information about available vacancies and learnerships
- Special day for elderly health and physio
- Provide information to workers about their rights and responsibilities at their workplaces
- Skills development (gym-exercise room)

**ECD (early childhood development)**

- For children safety
- We assist households who only depends on the social grants and can't afford to take kids to crèches
- We use qualified teachers for ECD who are currently unemployed to assure the kids get a good education they deserve

**Safety container**

- For emergencies like fire, we need fire extinguishers to be available at all times to assist in cases like when there is fire around while waiting for fire brigaders
- Assist with any other urgent disaster matters
- Community safety

**Matric re-write**

- An opportunity to those who still need to pass their matric, we use qualified unemployed graduates to assist. This also open opportunity for them to be active and do something with their qualifications

X1

60

01:05:20f

Gospel of God Sabatha R 800

~~MB~~

R 800

X2 61

03:05:2017

Ford New LIFE 300  
Booking: 05.08.2017

~~ML~~

BZ

300

X3

62

08:05:22-

Paid SIMANKELE. Booking R200  
13:05:2017

~~NAIRO~~

M. portshwa

R200 -

X4 63

17.2.2014

Booking Luazi Sikundia R800.00

~~17.2~~

R800.00



X6 65

18:03:257

Booking Gospel of God  
Sabath 9

R900 01

~~11/6/77~~

R900 00

X7

66

12.06.2017

Booking Mr. S. Nathi  
07.10.2017  
paid

R300

~~WSP~~

~~Signature~~

R300.00



X8

67

TAX INVOICE  
BELASTINGFAKTUUR

Date / Datum | 2006:2017

To/Aan M

WARD 14

VAT Reg No.  
B.T.W. Reg No.

Supplied by  
Verskaf deur

RESOURCE CENTRE

Address  
Adres

021 808 8614

VAT Reg No.  
B.T.W. Reg No.

	F.C.C 2017	R300	00
	Booking 10:06:2017		
Terms Terme	<u>HEAT</u>	Subtotal	
		VAT Inclusive B.T.W. Inklusief	
		TOTAL TOTAAL	R300 00

Delete as applicable  
Skray waar nie van toepassing is

X9

68

12-06-2017

F.C.C 2017  
Booking 10-06-2017

R300 c

10/17

R300 00

X10

69

23.08.2017

Booking EMITLÉ 24.08.2017 R200

*[Signature]*

~~HEUTE~~

R200 *[unclear]*

X11

70

06/07/2007

Booking bonington Fellowship R300 cc  
centre

~~SPX~~

~~AMPS~~

R300 cc

X12

71

11/07/17

Besting Synagogue - 12 Apostles \$3000.  
Church Zion: 09. Septe  
Mber

SYRAPHUWELIA

\$3000 com


X13

72

CHICAGO 7

Booking LWA 20 S. Kunder 2200 01  
July 24, 25, 26, 27, 28, 29  
30

~~1/1/10~~



2200 01

X14 73

03'07:200

Bookings Gospel of God God Sabar-R600.  
thru: July 15-16 and 22-23

~~RECORDS~~

REC c

X15

74

TAX INVOICE  
BELASTINGFAKTUUR

Date  
Datum 03/07/2017

To/Aan M **WARD 14**  
Supplied by **RESOURCE CENTRE**  
Verskat deur **021 808 8614**  
Address  
Adres

VAT No.  
BETW No. 114  
VAT No.  
BETW No. 114

Booking	Gospel of God God Sabar	R600	00
	thg : July 15-16 and 22-23		

Terms  
Terme

~~114114~~ VAT Inclusive  
05 114114 Inclusive  
Dakka as applicable  
Sesap wata nie van toepassing nie

TOTAL  
TOTAAL R600 00



X16

75

TAX INVOICE  
BELASTINGFAKTUUR

DATE  
Datum

11/17

To/Aan M

WARD 14

NUMBER  
NUMMER

Supplied by

RESOURCE CENTRE

Versaaf deur

021 808 8614

Address

Adres

WEIGHTING  
WEGINGS

Item	Description	Quantity	Unit Price	Total

Terms  
Terme

*Handwritten signature*

Centre as shown above  
Sentre soos hierboven

TOTAAL

117

"21"

Public Meeting  
Venue: Stangyale hall  
Time: 18h00

10/11/2015  
76

Name	Surname	Signature	
1 Norceda	MAGOMBI		w/committee
2 Puzuki	MATSHO KOKU		w/committee
3 Nizuko	FOMU		w/committee
4 Cynthia	MAYEKISO		w/committee
5 Nondumiso	SISIZANA		w/committee
6 Mziandile	SISILENG		
7 Bongwe	SISITHUSA		
8 Tandiwe	SOBONO		
9 Mavis	NONGADLELA		
10 Nontando	DINDILI		
11 Nisifho	RESTASI		
12 Nontsika	MBOZATA		
13 Grace	DLITHEI		
14 Letricia M.	AGGAB ISHO		
15 Gloria M.	KHAYINGANA		
16 Patricia	TEMELA		
17 Funeka	LUKUTHU		
18 Khutlala	MAYANGAZA		
19 Vuyani	TYHATYI		
20 Valencia	NONGADLELA		
21 Nontando	CEJUNGO		
22 Buelwa	MBOZA		w/committee
23 Ntombizakhe	MHABI MBIZI		
24 Monica	MATHEKHO		
25 SH	KUN		
26 AS	BALAWA		
27	ROBERT		



A/B/C/D/E/F Resource Center Name and Contact Details

Name Business Cell (R800) Fax **22** Home

1. Lwazi Booking APRIL 10, 11, 12, 13, 14, 15/6 May 25, 09.48
2. Dumisani Booking June 3 Paid **78**
3. Mandaxolo Booking July 1
4. Nyameto Booking 3 weeks (R900) May 18, 10.48
5. Booking APRIL 9?
7. GRACE FOR ALL Jesus Ministry: Booking May 1, 2, 3, 4, 5, 6, 7.
8. N Msizi Booking April May 21 funeral?
- 9) Simankela Booking 13 May late Paid R.2000
- (10) Siyaphamelela Apostolic church ZION: Booking July
- (11) Nonbini Booking May 8, 9, 10, 11, 12, 13, 14?
- (12) Gospel of God Sabatha May 19-20-21: 26: 27: 28?
- (13) July 3
- (14) NEW LIFE Booking August 5 (R300) paid
- (15) MATHI (Elliot) Fenj July 8- 0604238700
- (16) ~~F.Z.C~~ Booking June 11
- (17) F.Z.C ZION Booking June 10. 078 325 3351
- (18) Simankela / Mloqi June 24 Paid
- (19) S. MUYALWAHE June 9 Funeral
- (20) Nkosinathi 07:102017 Paid
- (21) Siceka Sigaba 03. 09:07:2017
- (22) Booking 28:07:2017
- (23) Gospel of God Sabatha July 15/16 July 22-23 July 27-30
- (24) Dominion Fellowship Centre July 7 Paid
- (25) Siyaphamelela Apostolic Church ZION Booking

1. New Life	Booking	August 5 <sup>th</sup>	23
2. Kasinathi	Booking	07.10 24 Aug	79
3. JANDISWA	Booking	04 Aug	
4.	Booking	11 Aug	
5.	Booking	12-13 Aug	
6. Thanda Bantu	Booking	Emini nasebusuku	26 Aug
7.	Booking	August 14, 16, 20	

WARD 14  
 RESOURCE CENTRE  
 021 808 8614

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Cllr MD Oliphant

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- Deleted Items 167
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----- Forwarded message -----  
 From: "Mzolisi Oliphant" <mzolisisio08@gmail.com>  
 Date: Apr 11, 2016 16:45  
 Subject: RE: Re Strong Yard Hall  
 To: "Piet Smit" <Piet.Smit@stellenbosch.gov.za>  
 Cc:

Dear Mr Smit

I refer to the above matter and wish to brought under your attention. That since the paint was delivered a month been used as the councilor chose to keep it in her ward office.

I also wish to put under your attention that the councilor chose not to co-operate with the ZCC Church. She has e his ward community members which collects the bookings money to from any person that wishes to use the hall.

It is further alledged that she has collected some of the monies paid personally. She and her so called committee monies on behalf of the Municipality.

As you know ZCC Church has been using the hall way before she became a councilor. But she is setting up the ch members against each other.

We all know that she and her committee members can not chase ZCC church out of that community hall without facilitated by the Municipality.

I therefore request that you find sometime and angage the councilor not to step outside her boundaries. Further committee does not axist without the knowledge of the Municipality neither does it have a write to collect any m Municipality including herself.

The church has tried to secure a meeting with her many times but in vain. We had an understanding after our last she came to talk to the church leaders,that we will work together with her and she will inform us in time if membe to make use of the hall. But three weeks after the joint meeting she established the committee without informing not know the sudden change of attitude from the councilor.

I therefore request your office to look into the matter so that a micable solution. Some of the things you resently broken because there is no proper management of the hall and the councilor is to be blamed as she allows every without monitoring.

The chairs that are being used at the hall belongs to ZCC as Kuyasa took all their belonging when they left.

I trust that you will find the above-mentioned in order and I now await your response.

Kind regards  
MD Oliphant

On 20 Mar 2016 14:18, "Mzolisi Oliphant" <mzolisisio08@gmail.com> wrote:

Ok Mr Smit and thank you very much for your prompt response, it's highly appreciated.

MD Oliphant

On 17 Mar 2016 14:39, "Piet Smit" <Piet.Smit@stellenbosch.gov.za> wrote:

I have completed the item.If I receive the llegal inputs in time ,the item will serve at Council in April.

**From:** Mzolisi Oliphant [mailto:mzolisisio08@gmail.com]  
**Sent:** Thursday, March 17, 2016 7:09 AM  
**To:** Piet Smit  
**Subject:** Re Residential Plots

Hi Mr Smit

Can you please be so kind as to advise me about the plots after you have reported to council. When you are for the plots.

Upgrade to Premium



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program for running for six days! Education is not the prerogative of local government but that does not mean to assist as it has a direct link with the citizens! Such help can be given by the ward councilors to bring the government Surely community halls can not be used for such projects if there are other facilities which can be used!

NFSAS can always rent a office at the corridor for certain days to assist students with applications! If no space NFSAS to assist with a venue for two days a week to assist the students, who wish to apply! It is a good initiative for the students. It is fine if the initiative is used only for this whole week only for starters but certainly not for every week council policy prescribed with regard to the use of community halls by councilors! NFSAS is located in the offices offices notionally! NYDA has an office at the Corridor in kaya mandli! One would ask why this program is not conducted Why the initiative is conducted at the community hall and no involvement of the national youth structure? Is the Stellenbosch Municipality involve in the initiative as everything that had to do with the youth falls under their pro

It is also good for the officials to investigate or to get info with regard to anything that is in the program of the schedule fitness program is mentioned. Not mentioning that the fitness program it certainly not conducted inside for the training has separate entrance to the hall certainly not conducted inside the hall. Putting it on the schedule taking place inside the hall is misleading!

On the issue of study time for students in preparation for exams! The hall is surrounded by informal settlement. T around the hall people playing their music loud and children playing outside. Now you ask yourselves as you approach Would the students be able to concentrate with such a noise from outside? Would the students not be distracted again? Is the venue or place conducive for student and the goal to assist them with their study time?

The entire approved schedule should be looked at very closely if its intension was indeed to assist or it was to take for other community members not to have access to the hall? It must be emphasized that the facility is a community impression was created that it is a resource center it needs to be corrected!

Those are the questions to be asked and answered by the administration! Moving forward the hall belongs to the business should be conducted as such just like the other halls! Bookings should be done at the municipality and should be put to open, facilitate and monitor the hall and close the hall!

If the matter of strong yard hall is not coordinated and handle in a properly manner. I will have to arrange a meeting the Portfolio Chair for their intervention!

I trust that you will find the above mentioned in order and i now await your reply!

Regards  
Cllr MD Oliphant

On Oct 13, 2017 13:06, "Mzolislo Oliphant" <mzolislo08@gmail.com> wrote:

Hi Garth

Can you please forward me the said schedule of Cllr Sishoti! I have been informed by Cllr Sishoti that you had and did not involve other parties involve with regard to strongyard hall. As a result of that meeting you have approved ward programs which is not wrong. But if the schedule is not in line with the council policy with regard to the bookings specifically with regard to councilors. Then the said schedule will be deem invalid and wrong.

Our interest is to see the said schedule as interested party! Secondly to check if the said schedule is in line with regard to the councilors wishing to make use of the community hall. Thirdly to check if all interested parties have regard to the use of the community hall. Fourthly to check if a designated official from the municipality keeps the hall open for those who have made bookings! That is still a community hall unless the matter is brought to council declare the hall otherwise! The council policy as to how many times a councilor can book and make use of the hall would advice you check the policy and see if the said schedule is in line with the policy for community hall bookings

If the key is not kept by a official from the municipality but with any community member that will not bring problems

These concerns would have been raised if we were part of the meeting you had and addressed properly. Its not invited to your meeting knowing we are the interested party on the matter! It could be you had your reasons why impression has been created after your meeting with Cllr Sishoti that her committees are in charge of the hall and by them. That created impression will come with problems.

It will be important to address the above mentioned matters jointly to come out with an amicable solution!

I trust that you will find the above mentioned in order and i now await your speedy reply.

Regards  
Cllr MD Oliphant  
0712446156

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13.1.4	<b>REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR DA HENDRICKSE</b>
--------	--

Collaborator No:  
IDP KPA Ref No:

Good governance and Compliance

Meeting Date:

16<sup>th</sup> Council Meeting, 28 March 2018

**1. SUBJECT: REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR DA HENDRICKSE**

**2. PURPOSE**

To obtain Council recommendation for the alleged allegation of misconduct against Councillor D Hendrickse.

**3. DELEGATED AUTHORITY**

Municipal Council for referral to the Section 79 Committee Disciplinary Committee for Councillors.

**4. EXECUTIVE SUMMARY**

The Office of the Speaker received documentation containing allegations of misconduct made against Cllr D A Hendrickse, which included print outs of Facebook postings by Cllr Hendrickse on the Facebook page of the Speaker on 21 June 2017.

**5. RECOMMENDATIONS**

That the item be referred to the Disciplinary Committee for Councillors for recommendation to Council;

**6. DISCUSSION**

**6.1 Background**

The Office of the Speaker received documentation containing allegations of misconduct made against Cllr D A Hendrickse, which included print outs of Facebook postings by Cllr Hendrickse on the Facebook page of the Speaker on 21 June 2017.

**6.2 Discussion**

An investigation was undertaken by Adv Etienne Vermaak on the allegations against Councillor D Hendrickse. All documentation is attached as **Appendix 1**.

**6.3 Financial Implications**

None

**6.4 Legal Implications**

Municipal Systems Act, 2000 – Schedule 1: Code of Conduct for Councillors Section 13 and Section 14:



***“Duty of chairpersons of municipal councils***

*13.1 If the chairperson of a municipal council, on reasonable suspicion, is of the opinion that a provision of this Code has been breached, the chairperson must-*

- a. authorise an investigation of the facts and circumstances of the alleged breach;*
- b. give the councillor a reasonable opportunity to reply in writing regarding the alleged breach; and*
- c. report the matter to a meeting of the municipal council after paragraphs (a) and (b) have been complied with.*

*13.2 A report in terms of subitem (1)(c) is open to the public.*

*13.3 The chairperson must report the outcome of the investigation to the MEC for local government in the province concerned.*

*13.4 The chairperson must ensure that each councillor when taking office is given a copy of this Code and that a copy of the Code is available in every room or place where the council meets.*

***Breaches of Code***

*14.1 A municipal council may-*

- a. investigate and make a finding on any alleged breach of a provision of this Code; or*
- b. establish a special committees-*
  - i. to investigate and make a finding on any alleged breach of this Code; and*
  - ii. to make appropriate recommendations to the council.*

*14.2 If the council or a special committee finds that a councillor has breached a provision of this Code, the council may-*

- a. issue a formal warning to the councillor;*
- b. reprimand the councillor;*
- c. request the MEC for local government in the province to suspend the councillor for a period;*
- d. fine the councillor; and*
- e. request the MEC to remove the councillor from office.*

*14.3a. Any councillor who has been warned, reprimanded or fined in terms of paragraph (a), (b) or (d) of subitem (2) may within 14 days of having been notified of the decision of council appeal to the MEC for local government in writing, setting out the reasons on which the appeal is based.*

- b. A copy of the appeal must be provided to the council.*
- c. The council may within 14 days of receipt of the appeal referred to in paragraph (b) make any representation pertaining to the appeal to the MEC for local government in writing.*
- d. The MEC for local government may, after having considered the appeal, confirm, set aside or vary the decision of the council and inform the councillor and the council of the outcome of the appeal.*

14.4 *The MEC for local government may appoint a person or a committee to investigate any alleged breach of a provision of this Code and to make a recommendation on whether the councillor should be suspended or removed from office.*

14.5 *The Commissions Act, 1947 (Act No.8 of 1947), may be applied to an investigation in terms of sub-item (3).*

14.6 *If the MEC is of the opinion that the councillor has breached a provision of this Code, and that such contravention warrants a suspension or removal from office, the MEC may-*

- a. suspend the councillor for a period and on conditions determined by the MEC;  
or*
- b. remove the councillor from office.*

14.7 *Any investigation in terms of this item must be in accordance with the rules of natural justice.*

**6.5 Staff Implications**

N/A

**6.6 Previous / Relevant Council Resolutions:**

None

**6.7 Risk Implications**

N/A

**6.8 Comments from Senior Management:**

None requested

**ANNEXURES**

**Annexure 1 – Investigation Report from Adv Vermaak.**

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Nicky Ceasar
<b>POSITION</b>	Senior Administrative Officer: Office of the Speaker
<b>DIRECTORATE</b>	Strategic and Corporate Services
<b>CONTACT NUMBERS</b>	021 808 8618
<b>E-MAIL ADDRESS</b>	Nicky.ceasar@ Stellenbosch.gov.za
<b>REPORT DATE</b>	2018-03-28

# **APPENDIX 1**

**CONFIDENTIAL**

**REPORT REGARDING AN ALLEGATION OF MISCONDUCT BY CLR D A  
HENDRICKSE OF STELLENBOSCH MUNICIPALITY**

**REPORT BY ADV E W VERMAAK**

**11 DECEMBER 2017**

## **BACKGROUND**

I was appointed by the Municipal Manager, at the request of the Speaker, in a letter dated 2 October 2017 to investigate an allegation of misconduct against Clr D A Hendrickse of Stellenbosch Municipality. The said letter is attached hereto as **Annexure A** on **page 12**.

## **TERMS OF REFERENCE**

My terms of reference are documentation received from the Speaker containing allegations of misconduct made against Clr D A Hendricks, which included print outs of Facebook postings by Clr D A Hendrickse on the Facebook page of the Speaker on 21 June 2017, which are attached as **Annexures B** on **page 13**.

## **DOCUMENTATION INITIALLY PROVIDED**

In addition to Annexures A and B above, I was provided with the following documents:

1. A newspaper article from the Cape Times with the heading " New Stellenbosch developments questioned" attached hereto as **Annexure C** on **page 14**.
2. A letter from the Speaker to Clr D A Hendrickse dated 23 June 2017 with the heading "Breach Code of Conduct for Councillors", attached as **Annexure D** on **page 15**.
3. A letter from the Speaker to the Ward 16 Ward Committee dated 27 July 2017, attached hereto **Annexure E** on **page 16**.
4. A letter from the Speaker to the Municipal Manager dated 17 July 2017, attached hereto as **Annexure F** on **page 17**, advising the Municipal Manager that he had given Clr D A Hendrickse time until 17 July 2017 to respond to his letter, in terms of his letter to Clr D A Hendrickse dated 23 June 2017.
5. A letter from Clr D A Hendrickse to the Speaker, dated 17 July 2017, in which he denies any transgression of the Code of Conduct for Councillors, attached hereto as **Annexure G** on **page 18**.

## **LEGAL FRAMEWORK**

This investigation is guided by the provisions of the Code of Conduct for Councillors, Schedule 1 to the Local Government: Municipal Systems Act, No 32 of 2000.

## INTERVIEWS

The circumstances in this matter do not require an interview with scores of witnesses to ascertain the underlying facts, especially as it is not disputed by Clr D A Hendrickse that he had made the post on the Facebook page of Clr Donovan Joubert. I am therefore of the opinion that interviews with Clr Joubert (as the person whose Facebook page was used to make the postings) and Clr D A Hendrickse (the person who made the postings) would suffice.

### The Speaker: Clr Donovan Joubert

Clr Joubert informed me that he has a Facebook page and that he noticed that Clr D A Hendrickse had made posts on his Facebook page on 21 June 2017, in which he had made critical comments about Council resolutions in a Council meeting held on 16 June 2017 in respect of:

1. Allegations of "fraud" against a "white official" that were dismissed;
2. Advertisements of jobs at the Municipality are "misleading" and the public must know that;
3. The DA controlled Council giving contracts to service providers who are "politically connected";
4. Information that he received that the Council wants to write off monies/ debt owed to the Municipality by the Stellenbosch Golf Club;
5. The DA ruling "Skelmbos to advance the interests of their white masters and that "you have to be white to be right".

He also made another post on the same Facebook page, addressing a certain Tommy, in which Clr D A Hendrickse stated that:

- a) The DA places false adverts (for jobs) and that Employment Equity is thrown out the door to advance whites in Stellenbosch;
- b) He will not be selling his soul to the white masters of this town ( like the DA councillors do).

He made a further posting on the same Facebook page, in which he made the following statements:

- i. He has the right, just like Clr Donovan Joubert (the Speaker), to inform the public about certain issues, which includes the right to inform the public about unlawful labour practices;
- ii. A report by KPMG has shown that more than R50M had been paid irregularly;
- iii. A new Medi-Clinic and the Sawmill shopping mall had been approved without the knowledge or involvement of the Council.
- iv. That only the DA knew about these developments, as a Mayco member who is connected (according to him) informed them thereof.

The Speaker was shocked to find these postings of Clr D A Hendrickse on his Facebook page as he is of the opinion that Clr D A Hendrickse transgressed the Code of Conduct for Councillors by:

- 1) divulging confidential information to the public on social media ;
- 2) misinforming the public deliberately;
- 3) bringing the Council into disrepute;
- 4) not acting in the best interest of Council.

#### Clr D A Hendrickse

I have made several requests (directly and through Chantelle in the Speaker's office) to Clr D A Hendrickse to grant me an interview with him in order to hear his side of the story in this regard. See **Annexures H1, H2 and H3 on pages 20 to 23.**

Clr D A Hendrickse informed me via a telephone call that he will not meet with me without his lawyer being present. He also stated that he questions my appointment to do the investigation as there is a Council resolution that the South African Local Government Association (SALGA) must appoint a person to investigate allegations of

misconduct against Councillors. He continued that, as far as he knows, Council did not revoke the resolution to make use of a person who had been recommended by SALGA in such instances to conduct investigations of allegations of the transgression of the Code of Conduct for Councillors.

Having given the undertaking to him that I shall mention the above in my report, I eventually asked him when it will be convenient for him and his lawyer to meet with me and he replied telephonically as follows:

- a) He will not meet with me, even with his lawyer being present;
- b) He had sent two e-mails to the office of the Speaker to confirm this view, namely on 6 November 2017 and on 14 November 2017 (**Annexures I on pages 24 and Annexure J on pages 25 and 26** respectively).
- c) He informed me that he was charged with transgressing the Code of Conduct by the Municipality in 2012 and found guilty, but that MEC Bredell had made certain recommendations to Council as part of that process which were not implemented by Council;
- d) He is a Councillor and as such he has the duty to inform the public about municipal issues in terms of his right to freedom of speech.
- e) His postings on the Facebook page of the Speaker must be seen in context and must not be viewed in isolation. He also said that the postings which I have, were selective and that there were many more postings, of which he took screen shots. He told me that there were about 16 postings on the Speaker's Facebook page altogether in this respect. He said that the Speaker eventually blocked him from making further postings on his Facebook page.
- f) He alluded to a Council resolution taken on 29 October 2014, attached hereto as **Annexure K on pages 27 to 29**.

## **EVALUATION OF THE EVIDENCE**

It is quite clear from the evidence at my disposal that:

1. The postings were made on the Facebook page of the Speaker by Clr Hendricks;



2. The postings related to Council resolutions which were taken the previous day (16 July 2017) at a Council meeting in which he was present;
3. Some of the postings related to confidential matters, such as staff matters which are usually considered on a confidential basis "in Committee" by Council, for instance allegations of misconduct against a Senior Manager;
4. Other postings have racist undertones, namely those that refer to job reservations for whites by the Municipality and the Council serving white masters ;
5. Other postings accuse the DA controlled Council of misleading the public in that minimum requirements for certain jobs are advertised and by appointing staff who do not meet such requirements, by condoning false adverts for employment and by throwing employment equity out of the window;
6. Other posts suggest that Council is corrupt, for instance the statement that Council had resolved for instance to write off the debt of the Stellenbosch Golf Club, in instances where the Golf Club rent the grounds for very little money and in circumstances where the Golf Club make a profit of millions of rands annually. Also a further allegation of corruption is made in that Clr D A Hendrickse made a statement that Council awards contracts to service providers who are politically connected (to the ruling DA party). Lastly, the post that a report by KPMG has shown that more than R50M had been paid irregularly suggests more corruption or maladministration.

I have scrutinised the letter of Clr D A Hendrickse, dated 17 July 2017, addressed to the Speaker as a reply to the letter of the Speaker to him, dated 23 June 2017. In my view this letter, which is written on an EFF letterhead, he confirms (despite his denial of any wrongdoing in the first and second sentences) in the third sentence that he had placed these postings on the Facebook page of the Speaker on 21 June 2017. There is therefore no further debate necessary that he had done this.

Regarding the submission by Cllr D A Hendrickse that the Council had resolved on 29 October 2017 to approach SALGA for assistance in terms of the municipal assistance programme relating to all aspects of disciplinary procedures against Councillors, I do not agree with him that this request for assistance equates to a Council resolution to only seek the assistance of SALGA or to use SALGA as the exclusive resource to advise Council regarding disciplinary allegations against Councillors. This resolution on 29 October 2014 can stand, in theory, side by side next to another Council resolution or decision by the Municipal Manager to seek assistance elsewhere if SALGA cannot find someone that is available to assist Council in this respect, as the resolution of Council was not formulated in a way to exclude any other resource in this regard.

## FINDINGS

The next point to consider is therefore, having established who the author of these postings is, whether or not these postings constitute a transgression of the Rules of Conduct for Councillors.

The following provisions of the said Code have to be looked at in my opinion:

Item 2(a) which reads-

“A councillor must perform the functions of office in good faith, honestly and in a transparent manner.”

Item 2(b) which reads-

“A councillor must at all times act in the best interest of the municipality and in such a way that the credibility and the integrity of the municipality are not compromised.”

Item 10(1) which reads-

“A councillor may not without the permission of the municipal council or a committee disclose any privileged or confidential information of the council or committee to any unauthorised person.”

Item 10(2) which reads-

“For the purpose of this item ‘privileged or confidential information’ includes any information-

- a) Determined by the municipal council or committee to be privileged or confidential;

- b) Discussed in a closed session by the council or committee;
- c) Disclosure of which would violate a person's right to privacy;
- d) Declared to be privileged, confidential or secret in terms of law."

In my view the following actions of Cnr D A Henrickse constitute the following transgressions of the Code of Good Conduct for Councillors:

- 1) His postings related to the allegations that-
  - (i) Council engage in job reservations for whites in the Municipality;
  - (ii) the Council is serving white masters;
  - (iii) the DA controlled Council is misleading the public in that minimum requirements for certain jobs are advertised and by appointing staff who do not meet such requirements;
  - (iv) Council is condoning false adverts for employment and by throwing employment equity out of the window;
  - (v) Council is corrupt by writing off the debt of the Stellenbosch Golf Club in circumstances where the Golf Club makes a profit of millions of rands every year ;
  - (vi) the Council is corrupt by awarding contracts to service providers who are politically connected (to the ruling DA party).
  - (vii) The Council is corrupt in that a report by KPMG has shown that more than R50M had been paid irregularly

each constitutes a separate transgression of Item 2(b) which reads: "A councillor must at all times act in the best interest of the municipality and in such a way that the credibility and the integrity of the municipality are not compromised."

In the alternative to Item 2(b), each of the said postings constitute a transgression of Item 2(a) which reads: "A councillor must perform the functions of office in good faith, honestly and in a transparent manner."

His posting about the related to confidential matters, such as staff matters which are usually considered on a confidential basis "in Committee" by Council, for instance allegations of misconduct against a Senior Manager, further constitute in my view a transgression of Item 10(1) which reads: "A councillor may not without the permission of the municipal council or a committee disclose any privileged or confidential information of the council or committee to any unauthorised person."

In the alternative to Item 10(1), the posting about the allegations of misconduct by a Senior Manager constitutes a transgression of Item 2(b) which reads: "A councillor must at all times act in the best interest of the municipality and in such a way that the credibility and the integrity of the municipality are not compromised."

Regarding the newspaper article in the Cape Times with the heading: "New Stellenbosch developments questioned" , it is my advice that the Speaker must first write a letter to Clr D A Hendrickse (similar to the one dated 23 June 2017 which is **Annexure D** on **page 15**) informing him of this newspaper article and in which he should be requested to respond to the alleged transgression of the Code of Conduct, as Clr D A Hendrickse informed me that had not seen the said article.

With regard to the letter of the Speaker to Clr D A Hendrickse dated 27 July 2017 regarding an alleged unlawful protest action by Ward Councillors of Ward 16 on 26 July 2017 (**Annexure E** on **page 16**), I was informed by Clr D A Hendrickse that he had addressed a letter to the Speaker in response and that he is awaiting answers in respect of the questions that he had posed in his response to the Speaker's letter.

#### **RECOMMENDATIONS:**

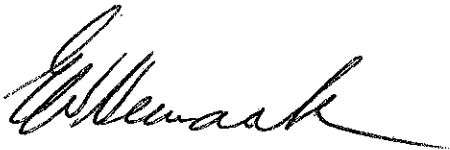
1. That Clr Hendrickse be charged with transgressing Item 2(b) which reads: "A councillor must at all times act in the best interest of the municipality and in such a way that the credibility and the integrity of the municipality are not compromised", by posting on the Speaker's Facebook page on 21 June 2017 that Council engage in job reservations for whites in the Municipality, alternatively with transgressing Item 2(a);
2. That Clr Hendrickse be charged with transgressing Item 2(b) which reads: "A councillor must at all times act in the best

interest of the municipality and in such a way that the credibility and the integrity of the municipality are not compromised”, by posting on the Speaker’s Facebook page on 21 June 2017 that the Council is serving white masters, alternatively with transgressing Item 2(a);

3. That Clr Hendrickse be charged with transgressing Item 2(b) which reads: “A councillor must at all times act in the best interest of the municipality and in such a way that the credibility and the integrity of the municipality are not compromised”, by posting on the Speaker’s Facebook page on 21 June 2017 that the DA controlled Council is misleading the public in that minimum requirements for certain jobs are advertised and by appointing staff who do not meet such requirements, alternatively with transgressing Item 2(a);
4. That Clr Hendrickse be charged with transgressing Item 2(b) which reads: “A councillor must at all times act in the best interest of the municipality and in such a way that the credibility and the integrity of the municipality are not compromised”, by posting on the Speaker’s Facebook page on 21 June 2017 that Council is condoning false adverts for employment and by throwing employment equity out of the window, alternatively with transgressing Item 2(a);
5. That Clr Hendrickse be charged with transgressing Item 2(b) which reads: “A councillor must at all times act in the best interest of the municipality and in such a way that the credibility and the integrity of the municipality are not compromised”, by posting on the Speaker’s Facebook page on 21 June 2017 that Council is corrupt by writing off the debt of the Stellenbosch Golf Club in circumstances where the Golf Club makes a profit of millions of rands every year, alternatively with transgressing Item 2(a);
6. That Clr Hendrickse be charged with transgressing Item 2(b) which reads: “A councillor must at all times act in the best interest of the municipality and in such a way that the credibility and the integrity of the municipality are not

compromised”, by posting on the Speaker’s Facebook page on 21 June 2017 that the Council is corrupt by awarding contracts to service providers who are politically connected (to the ruling DA party), alternatively with transgressing Item 2(a);

7. That Clr Hendrickse be charged with transgressing Item 2(b) which reads: “A councillor must at all times act in the best interest of the municipality and in such a way that the credibility and the integrity of the municipality are not compromised”, by posting on the Speaker’s Facebook page on 21 June 2017 that the Council has paid more than R50m irregularly, alternatively transgressing Item 10(1);
8. That Clr Hendrickse be charged with transgressing Item 10(1) which reads: “A councillor may not without the permission of the municipal council or a committee disclose any privileged or confidential information of the council or committee to any unauthorised person” by posting on the Speaker’s Facebook page on 21 June 2017 that allegations of fraud against a Senior Manager were discussed and eventually dismissed at a Council meeting on 16 July 2017, alternatively with transgressing Item 2(b).



**ADV ETIENNE VERMAAK**

11 DECEMBER 2017

"A"

12



STELLENBOSCH  
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MUNISIPALITEIT • EMASIPALA • MUNICIPALITY

Reference No: 3/6/4

2 October 2017

Adv Etienne Vermaak  
26 Cabernet Sauvignon Street  
Oude Westhof  
Bellville  
7530

Dear Sir

APPOINTMENT TO ASSIST SPEAKER WITH INVESTIGATIONS IN REGARD TO  
COUNCILLORS

My letter dated 22 September 2017 has reference. Two further investigations has been referred for investigation. The Municipal Manager approved that we use your services for these two investigations as well. I confirm that the attached rates are still applicable.

I attach the documentation forwarded to me in regard to:

Clr Adams  
Clr Hendrickse

You are requested to contact the Speaker at your earliest convenience to discuss the assistance needed.

Yours faithfully

A M C DE BEER  
DIRECTOR: CORPORATE AND STRATEGIC SERVICES



Derrick Hendrickse · 27 friends

An even bigger disaster happen yesterday. The DAceivers in Council yesterday dismissed allegations of fraud against white official for appointing staff not having qualifications or experience. Public must know that that the adverts places for jobs at mun is misleading. Mun ask for min honour degree and 5 years experience, but DA allow and condone that whites with less experience and matric only get appointed. They also give contracts to political connected . I now read that they want to write off debt of Stellenbosch Golf club. They owe mun more then R2 million. These guys paid R10 a year rental in 1994 and make millions profits annually. They lease land that worth more than R200 million and pay peanuts for rental. I maintain I maintain that the DAceivers rule this town of Skelmbos to advance the interest of theit white masters and yesterdays Council meeting proofed it again . You have to be White to be Right

LikeShow More Reactions

· Reply ·

43

· 21 likes · 10 comments

Derrick Hendrickse · 27 mutual friends

Tommy it seem that you support the DA in condoning placing false adverts and through employment equity out the door so as to advance whites in this town. Come to a council meeting and see for your self how your beloved clrs vote. They even had to vote for a Mayor from Drakenstein at cost local. Ask how many of the DAceivers are old NATS, AWB, FF+, Labour party and even From ID. At least I have not sold my soul to the white masters of this town. Ja nee Those houses in Idavalley coming Soon. Se voet.

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· Reply ·

11

· 21 likes · 10 comments



Derrick Hendrickse · 27 mutual friends

Net soos dit Rdl Donovan Joubert se reg is om publiek in telig oor water tariewe en.bespaarings net so is dit my reg en plig om publiek intelig oor onwettige arbeids prakteike. Hoe gaan mense weet dat advertensies oor poste nie toegepas word nie. Hoe gaan publiek weet dat KPMG forensie veslag uitwys dat meer as R 50 miljoen onregmatig uitgetaal was. Hoe gaan publiek weer dat nuwe Medi Clinic en Sawmill shopping mall ( 40 000m2) goedgekeer is sonder dat Raad daarvan weet of enige insette of voorwaardes vir werkskepping en besigheids geleenthede vir plaaslike mense kon gee. Nee net DAceicers weet van die want hulle Atterbury Mayco member weet hiervan.

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# New Stellenbosch developments questioned

## LOWISO MEYER

E.A.S. de Stellenbosch city council members are outraged but approval of a new property assessment has raised questions from opposition parties in Simonsdorp town.

They claim plans were voted without being tabled in City Council. Proposed developments advertised in a newspaper raised suspicion of further deals.

Sw premises for Medi-Hospital on the Reficame site when EFF councillor Dick Hendriks asked the council about the authority of rezoning and development for the site.

Hendriks said: "If we

only found out about this from newspaper adverts, what else are we not aware of? What else is being approved without our knowledge?"

He can't recall the matter being raised before the council or any of its committees.

Municipal manager Geraldine Mettler said that according to the council's system of delegations, the director could consider applications for rezoning.

"The director and/or the Planning and Economic Development portfolio committee have delegated authority to consider land-use planning applications submitted prior to December 1, 2015," she said.

Mettler said the authority of the director of Planning and

Economic Development, Dany Lombard, could "decide on all applications submitted subsequent to December 1, 2015".

In response to a request for comment, Municipality spokesperson Vernon Dreyer forwarded a letter from Lombard, similar to Mettler's reply to council, stating that authority to consider land-use applications was by "delegation for decision-making and removal of red tape to applications submitted on or after December 1, 2015".

Gerrit van den Berg of Afterbury Property, which is developing the new hospital in Stellenbosch, said their architect submitted an application for rezoning of the land "from

site 2 from Business Zone B Institutional Zone" in 2011, along with site plan and various other applications made of which several others were the application towards environmental affairs as well as the heritage departments. Van den Berg said that the architects were notified of the approval in January 2011 and they had discussions but the rezoning was never withdrawn.

There are also questions over the planned construction of a 49 room Savannah Shopping Centre on Adam Tas Road. ANC councillor Ronald Nelumadiso said it was strange how the developments were not brought to council.

She said the council should have an opportunity to approve or disapprove developments of this nature which could be serious candidates for the development set to be built.

Van den Berg said that the rezoning was approved for the shopping centre. The rezoning is part of a larger rezoning process that will encompass both the dental and light industrial zone which Afterbury wants to rezone in the near future.

The application was tabled by the rezoning which is being approved. Van den Berg said that the rezoning will only be approved if the rezoning is approved by the council.



"E"

16

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OFFICE OF THE SPEAKER

Die Wyk 16 Wykskomitee

Stellenbosch Munisipaliteit

Beste Wyk 16 Wykskomitee

Ek verwys na die onwettige protes aksie geloods op 26 Julie 2017. Dit het onder my aandag gekom dat daar wykskomitee lede van wyk 16 betrokke was by die onwettige aksie.

Graag verneem ek die volgende.

- Was die protes aksie gelei deur die wyksraadslid. Wat was u raadslid se bydrae tot die protes aksie?
- Was die wykskomitee betrokke?
- Wat het aanleiding gegee tot die aksie?
- Indien daar enige betrokkenheid was van die wykskomitee lede, watter protokol was gevolg om u griewe aan te spreek wat aanleiding gegee het tot die aksie?
- Wat be-og die wykskomitee/ gemeenskap met die aksie?
- Dit is ook onder my aandag gebring dat Raadslid Hendrickse die skare toegesprek en aangehuts het gedurende die aksie voor die Raadsaal. Kan u dit bevestig of die raadslid die skare toegepreek het.

Ek sal waardeur indien u my met die inligting kan voorsien.

Groete

Donovan Joubert

SPEAKER

Datum: 2017.7.27

" F "

17



# STELLENBOSCH

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## OFFICE OF THE SPEAKER

Die Munisipale Bestuurder

Stellenbosch Munisipaliteit

Beste Munisipale Bestuurder

Rdl Hendrickse

Ek verwys na die klagte teen Rdl Hendrickse. Ons het die raadslid 'n geleentheid gegee om te reageer op die klagtes.

Kan u asseblief volledige ondersoek instel na die klag teen Rdl Hendrickse. Kan u ook seker maak dat die ondersoek beampste die raadslid nader om die raadslid se weergawe te kry.

Groete

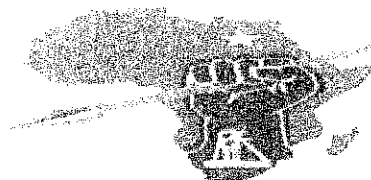
Donovan Joubert

SPEAKER

Datum: 2017.7.17

"G"

18



**EFF**  
ECONOMIC FREEDOM FIGHTERS

17 July 2017

The Speaker

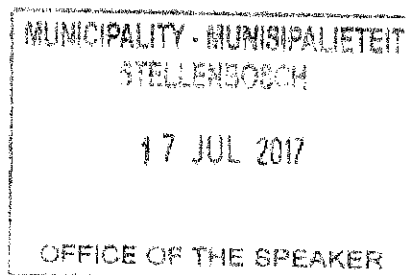
Stellenbosch Municipality

Plein Street

Stellenbosch

7600

Attention : Cnr D Joubert



Overcome  
11/11/17

**RE: RESPONSE TO YOUR LETTER DATED 23 JUNE 2017 ( See attached copy )**

I deny that I have breach any code of conduct for councillors as alleged in your poorly written letter dated 23 June 2017 as there is no substance to your allegations.

I have not transgressed any legislation, policy and or By-laws applicable to the Stellenbosch Municipality.

What is clear is that you as the Speaker abuse your position to act against me for the fact that you do not like what I have posted on your Face Book page on 21 June 2017.

I call on you to dismiss these allegations you have fabricated yourself against me as I will not be subjected to your abuse in this regard.

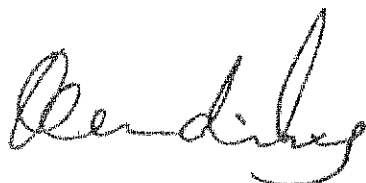
I take this opportunity to ask that your rather use your time and energy more effectively to see to it that COUNCIL run effectively and that you for full your duty , as you have failed to address the following in the past 11 months :

1. Revue of the illegal Rules of Order – Bylaw
2. Revue of illegal System of Delegations.
3. See to it that Items brought before Council are written and have all relevant information so that all Councillors can apply their mind on it so as to make an informed decision
4. You have failed to effective public participation took place in the IDP process in so far that you have delayed the establishment of the Ward committees timorously .
5. You in conjunction with the Whip of Council have failed to address the needs of non DA councillors as discussed in various Whip meetings.
6. In the past years ,when you were chairperson of the Employment Equity Committee you have not forfull your duty as you have not brought any reports to Council as tom how this committee functioned and more importantly as to if employment equity was implemented as the municipality

In conclusion please note that I am not in Council to promote or cover up the DA policies and actions.

You of all people should know how I have been subjected to the abuse DA majority rule when DA councilors must vote and act when these trump up charges brought against me for political motives. History has proofed that I shall not be treated fairly in this matter.

Yours Faithfully

A handwritten signature in cursive script, appearing to read "Clr DA Hendrickse". The signature is written in black ink on a white background.

Clr DA Hendrickse

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Re: [EX] Re: Beskikbaarheid vir onderhoud

"Hi" 20

Etienne Vermaak

Mon 2017-11-06 08:51 AM

From: Support Speaker <Support.Speaker@stellenbosch.gov.za>

More Chantelle

Ek het nie al die Raadslede met wie ek wil praat in my verskillende ondersoeke, se e-pos adresse nie.

Wat Rdl Hendrickse betref, is daar n klagte teen hom gele van n beweerde oortreding van die Gedragskode vir Raadslede in terme van Skedule 1 van die Stelseswet, soos uiteengesit in die brief van die kantoor van die Speaker aan hom gedateer 23 Junie 2017, waarop hy gereageer het in n skrywe gedateer 17 Julie 2017. Ek wil graag met hom praat oor sy bogenoemde skrywe.

Groete



**ADV ETIENNE VERMAAK**  
**B.A.(LAW) LLB**  
**STELLENBOSCH UNIVERSITY**

---

**From:** Support Speaker <Support.Speaker@stellenbosch.gov.za>

**Sent:** 06 November 2017 08:29 AM

**To:** evermaak@outlook.com

**Subject:** FW: [EX] Re: Beskikbaarheid vir onderhoud

More Adv Vermaak

Sien epos vanaf raadlid Hendrickse. As u miskien so iets kan skryf vir elke raadslid net om te sê waarom die sessie handel.



*Kind regards, Vriendelike Groete*

**Chantelle Michaels**

PERSONAL ASSISTANT TO THE  
SPEAKER

Strategic & Corporate Services

T: +27 21 808 8074 | F: +27 21 886 7309

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)

" H2 " 21

Welcome to  
Stellenbosch  
Municipality -  
Stellenbosch ...

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)

The Stellenbosch Local  
Municipality covers  
Stellenbosch, Franschoek and  
Pniel



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**From:** Derrick Hendrickse [mailto:derrickpal@telkomsa.net]

**Sent:** 03 November 2017 04:30 PM

**To:** Support Speaker; Donovan Joubert (Speaker); mm; Annalene De Beer

**Subject:** [EX] Re: Beskikbaarheid vir onderhoud

**Importance:** High

Dear Speaker and MM

With reference to the email below please note that I am not available to meet with the advocate as indicated in the email below as I need not know what is the purpose of this half a hour meeting.

Please advise what is the brief/terms of reference of the advocate's appointment.

Once i have this information I shall be able to consult and advise you accordingly.

Regards

Derrick Hendrickse



# INVESTIGATION REGARDING AN ALLEGATION OF MISCONDUCT AGAINST YOURSELF

"H3"

22

Etienne Vermaak

Mon 12/12/2017 10:04:11:39 AM

To: derrickpal@telkomsa.net <derrickpal@telkomsa.net>;

Importance: High

Good morning Councillor

When we first met in the investigation of Dupre Lombaard of Dupre Lombaard, you informed me that you will meet with me in the said investigation, provided that we do not discuss the investigation against you, as you wanted your attorney present when we discuss the allegation of the transgression of the Code of Conduct for Councillors against you.

As you know, I have respected that and now that the investigation into Mr Lombaard has reached the stage where I have submitted my report to the Municipal Manager in this regard, I have completed the other three investigations into allegations against other Councillors.

I would like to meet with you in this regard as soon as possible and you are welcome to have your attorney present.

Regards



**ADV ETIENNE VERMAAK  
B.A.( LAW) LLB  
STELLENBOSCH UNIVERSITY**

# Re: INVESTIGATION REGARDING AN ALLEGATION OF MISCONDUCT AGAINST YOURSELF

"H4"

23

Etienne Vermaak

Wed 2017-12-06 11:11 AM

<derrickpal@telkomsa.net <derrickpal@telkomsa.net>>

Importance: High

Good day Councillor

I have been informed that the Municipality is arranging a Special Council meeting this coming Friday and as the report regarding the allegation of misconduct against yourself is the only one that is not completed, I want to finalise this report as soon as possible.

I have not had a response from you regarding my e-mail to you in this regard on Monday, 4 December 2017. As time is of the essence and as I want to fulfill my mandate, need to hear "your side of the story" in terms of the *audi alteram partem* rule before I can close this investigation.

I am available to meet with you and your attorney any time tomorrow as I would have been in a hearing, which has been postponed.

I have drafted the report with the input that I have so far and if we are not able to meet tomorrow, I would not have any other choice but to present the report to the Speaker without your input.

I trust that you will understand my position.

Kind regards



**ADV ETIENNE VERMAAK  
B.A.( LAW) LLB  
STELLENBOSCH UNIVERSITY**



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**From:** Derrick Hendrickse [mailto:derrickpal@telkomsa.net]  
**Sent:** 06 November 2017 09:52 AM  
**To:** Support Speaker; Donovan Joubert (Speaker); mm; Annalene De Beer  
**Cc:** EFF Prov Chair Bernard Joseph; Melikhaya Xego EFF Prov Sec  
**Subject:** Re: [EX] Re: Beskikbaarheid vir onderhoud  
**Importance:** High

Dear Speaker and MM

With reference to the email below please note the following:

1. I have requested via RFI copies of the appointment and terms of reference/ brief given to Adv E Vermaak.
2. The email from the Speakers office dated 3 Nov 2017 was the first time I was informed the Adv E Vermaak was requesting to meet with me this week and that he was appointed to investigate charges brought against me.
3. The documents give by the Speaker on 3 Nov 2017 ( See attached docs ) do not address my request for information submitted.

Taking the above into account I reiterate my unavailability to meet with Adv Vermaak and will not meet with him until I receive the requested information so as to consult on it.

Please note that I also question the legality of the selection and appointment Adv Vermaak in this matter .

I shall not subject me to a DA witch hunt in these trumped up charges brought against me, that is politically motivated.

Regards

Derrick Hendrickse

PS I still do not know if Speaker is taking further action against me on the trumped up charges he brought against me and to which I responded on ( See attached email dated 31 July 2017 and my letter to Speaker dated 7 August 2017.

**From:** Support Speaker  
**Sent:** Monday, November 06, 2017 8:54 AM

## FW: [EX] Re: Beskikbaarheid vir onderhoud

25

Support Speaker &lt;Support.Speaker@stellenbosch.gov.za&gt;

Wed, 15 Nov 2017 12:12:50 PM

A. Evermaak &lt;evermaak@outlook.com&gt;

Importance: High

1 attachment (39 KB)

Minutes of 29 Oct 2014 Council meeting re Item 8.pdf

Sien onder

*Kind regards, Vriendelike Groete***Chantelle Michaels**PERSONAL ASSISTANT TO THE  
SPEAKER**Strategic & Corporate Services**

T: +27 21 808 8074 | F: +27 21 886 7309

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)

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[http://www.stellenbosch.gov.za/main\\_pages/disclaimerpage.htm](http://www.stellenbosch.gov.za/main_pages/disclaimerpage.htm)**From:** Derrick Hendrickse [mailto:derrickpal@telkomsa.net]**Sent:** 14 November 2017 05:46 PM**To:** Annalene De Beer; Support Speaker; Donovan Joubert (Speaker); mm**Cc:** EFF Prov Chair Bernard Joseph; Melikhaya Xego EFF Prov Sec**Subject:** Re: [EX] Re: Beskikbaarheid vir onderhoud**Importance:** High

Dear MM and Speaker

I take this opportunity to inform you that I shall not be meeting with Adv E Vermaak regarding his appointment done to investigate me as requested by the Speaker.

I call on you to put a stop to this witch hunt on me as a EFF councillor in council, which are being done in contravention of Council resolutions, policies and procedures. The Speaker and the administration have blatantly ignored these and clearly blinded by politically motivated agenda to charge me.

Please note that it is not my duty to inform you as to what the policies of Council are .

Attached find copy of the minutes of 29 Oct 2014 Council with resolution regarding appointment of SALGA to appoint investigators/prosecutors in councillors matters.

26

Regards

Derrick Hendrickse

**From:** Annalene De Beer

**Sent:** Monday, November 06, 2017 6:10 PM

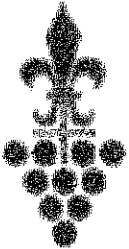
**To:** Derrick Hendrickse ; Support Speaker ; Donovan Joubert (Speaker) ; mm

**Cc:** EFF Prov Chair Bernard Joseph ; Melikhaya Xego EFF Prov Sec

**Subject:** RE: [EX] Re: Beskikbaarheid vir onderhoud

Hallo Rdl Hendrickse

Neem asb kennis dat u reeds in besit is van die aanstellingsbrief wat ek gedoen het vir Adv Vermaak. Die Speaker het dit reeds aan u verskaf en is aangeheg by u epos. Ek het geen verdere skrywes in my besit nie.



*Kind regards,*

**Annalene de Beer**

Director: Strategic and Corporate  
Services

**Strategic & Corporate Services**

---

T: +27 21 808 8018 | C: +27 83 305 3685

Plein Street, Stellenbosch, 7600

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**From:** Derrick Hendrickse [mailto:derrickpal@telkomsa.net]

**Sent:** 06 November 2017 09:52 AM

**To:** Support Speaker; Donovan Joubert (Speaker); mm; Annalene De Beer

**Cc:** EFF Prov Chair Bernard Joseph; Melikhaya Xego EFF Prov Sec

**Subject:** Re: [EX] Re: Beskikbaarheid vir onderhoud

**Importance:** High

Dear Speaker and MM

With reference to the email below please note the following:

**8.5 REQUESTING AUTHORIZATION FROM THE COUNCIL FOR THE APPOINTMENT OF SALGA TO CONDUCT DISCIPLINARY HEARINGS OF COUNCILLOR REGARDING VARIOUS MATTERS**

*File number* : 4/6/5/R/10/2/1  
*Compiled by* : Snr Legal Advisor: EA Williams  
*Report by* : Director Strategic and Corporate Services  
*Delegated Authority* : Council

**Strategic Intent of Item**

Preferred investment destination	<input type="checkbox"/>
Greenest municipality	<input type="checkbox"/>
Safest valley	<input type="checkbox"/>
Dignified Living	<input type="checkbox"/>
Good Governance	<input checked="" type="checkbox"/>

**1. PURPOSE OF REPORT**

To obtain the approval of the Council to make use of the municipal assistance programme of South African Local Government Association (SALGA) to assist the Council with various matters relating to the alleged breaches of the disciplinary code for Councillors.

**2. BACKGROUND**

**2.1.** Schedule 1 of the Local Government Municipal Systems Act, No 32 of 2000 ("the Systems Act") sets out the Code of Conduct for Councillors. Section 2 deals with the general Conduct of Councillors.

Various allegations regarding breaches of the Code of Conduct had been lodged against Councillors since 2012. Thus far no disciplinary actions have been taken in these matters that have relevance to the alleged breaches of the Code of Conduct. The investigation of the allegations is at various stages, however it remains incomplete. It would be imperative that comprehensive investigations be conducted to ensure that allegations are not unfounded or without substance and that the veracity of the breaches which must be referred to the Council for resolution are finalised. This would allow that the reports relating to the investigations are completed and then be submitted to the Council for resolution in this regard.

**3. DISCUSSION**

**3.1. The Role of the Speaker**

The Speaker plays a pivotal role in the implementation of the Code of

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assigned to the speaker in the Code of Conduct, as well as the traditional role of Speaker as guardians of the integrity of the legislatures.

The Speaker's role as protector of the Council's integrity means that he or she should chair the committee that deals with the ethics of the members and their interests. If the Speaker has a reasonable suspicion that the Code has been breached, he or she must: –

- a) authorise an investigation into the facts;
- b) give the councillor an opportunity to respond;
- c) report to the council meeting; and
- d) report to the MEC.

Due to the long delay in finalising these matters and the urgency thereof, it is hereby requested that the Council approve the request for assistance from SALGA in terms of various matters related to Councillors discipline.

*By making use of the services SALGA offers for free, the municipality can circumvent requesting formal quotations to ensure that the maximum number of legal firms are approached to participate thus affording an equal opportunity to all prospective legal firms to contract with the municipality (my emphasis).*

Section 217(1) of the Constitution provides that when organs of state procure goods or service they must comply with the five principles fairness, equity, and transparency, competitiveness and cost-effectiveness. Competition must be used when procuring to ensure value for money as public money should be spent in an effective and efficient manner.

The municipal assistance programme offers assistance to all aspects of the disciplinary procedures against Councillors. Assistance will be provided with preliminary investigation, the charge sheet is drafted and a Prosecutor will be appointed for the hearing. The programme also assists with general enquiries.

#### 4. LEGAL IMPLICATION

In terms of item 14(2) the Code of conduct vests the authority to impose a sanction for breach of the Code of the Conduct in the municipal council or alternatively in terms of item 14(6) in the MEC for local government.

Section 17(2) of the Systems Act oblige municipalities to have complaints procedures in place. Item 14(i)(b) suggests that the Speaker should deal with complaints lodged against councillors.

#### 5. FINANCIAL IMPLICATION

No financial implications.

#### RECOMMENDED

that Council approves the submission to be made to SALGA for assistance in terms of the municipal assistance programme relating to all aspects of disciplinary procedures against councillors.

(DIRECTOR: STRATEGIC AND CORPORATE  
SERVICES TO ACTION)

"K3"

29

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24<sup>TH</sup> COUNCIL MEETING: 2014-10-29: ITEM 8.5

**RESOLVED** (majority vote)

that Council approve the submission to be made to SALGA for assistance in terms of the municipal assistance programme relating to all aspects of disciplinary procedures against Councillors.

*The following Councillors requested that their votes of dissent be minuted:*

*Councillors F Adams; DA Hendrickse; AT van der Walt and M Wanana.*

**(DIRECTOR: STRATEGIC AND CORPORATE  
SERVICES TO ACTION)**



13.1.5	<b>REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR R DU TOIT (MS)</b>
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Collaborator No:

IDP KPA Ref No: **Good governance and Compliance**

Meeting Date: **16<sup>th</sup> Council Meeting, 28 March 2018**

**1. SUBJECT: REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR R DU TOIT**

**2. PURPOSE**

To inform Council of the outcome of an allegation of misconduct against Councillor R du Toit.

**3. DELEGATED AUTHORITY**

Municipal Council for information relating to an allegation of misconduct against Councillor R du Toit in terms of the Code of Conduct for Councillors.

**4. EXECUTIVE SUMMARY**

The Office of the Speaker received a formal complaint against Councillor R du Toit undated and received on 02 March 2017 from Mr E Moses.

The Speaker requested Councillor Du Toit to respond to the allegations lodged against her.

**5. RECOMMENDATIONS**

- a) that it be noted that the Speaker considered all information relating to the alleged breach in respect of the Code of Conduct for Councillors and decided that there is not sufficient evidence to proceed with an investigation against Councillor R du Toit;
- b) that the matter therefore be deemed concluded; and
- c) that the letter from the Speaker to Mr E Moses relating to the institution of no further action against Councillor R du Toit, be noted.

**6. DISCUSSION**

**6.1 Background**

Mr E Moses submitted a formal complaint against Councillor R du Toit relating to an alleged breach of the Code of Conduct for Councillors.

**6.2 Discussion**

Subsequent to receiving a complaint from Mr E Moses undated and hereto attached as **APPENDIX 1**, the Speaker wrote a letter to Councillor Du Toit, dated 06 March 2017 indicating that she allegedly committed the following transgressions:

- She has bad mouthed Mr E Moses at Lanzerac Hotel to promote her business;
- She is driving a vehicle, registration CL 63184 without a valid permit/licence for the past four years;
- She used Stellenbosch Traffic Department to benefit her business; and
- She abused Stellenbosch Municipality's phone and computer to promote her business.

A copy of the letter is attached as **APPENDIX 2**.

The Councillor was afforded an opportunity to reply in writing in respect of the allegations relating to the alleged breach of the Code of Conduct for Councillors. Her letter of response dated 08 March 2017 is attached as **APPENDIX 3**.

After considering all relevant facts, the Speaker came to the conclusion that there was not sufficient evidence in the information provided and he therefore resolved that the matter not be proceeded with. A letter to Mr E Moses outlining the outcome of the investigation is attached as **APPENDIX 4**. A letter address to Councillor R du Toit informing her of the outcome of the allegations is attached as **APPENDIX 5**.

### 6.3 **Financial Implications**

None

### 6.4 **Legal Implications**

Municipal Systems Act, 2000 – Schedule 1 : Code of Conduct for Councillors  
Section 13 and Section 14 :

#### ***“Duty of chairpersons of municipal councils***

*13.1 If the chairperson of a municipal council, on reasonable suspicion, is of the opinion that a provision of this Code has been breached, the chairperson must-*

- a. authorise an investigation of the facts and circumstances of the alleged breach;*
- b. give the councillor a reasonable opportunity to reply in writing regarding the alleged breach; and*
- c. report the matter to a meeting of the municipal council after paragraphs (a) and (b) have been complied with.*

*13.2 A report in terms of subitem (1)(c) is open to the public.*

*13.3 The chairperson must report the outcome of the investigation to the MEC for local government in the province concerned.*

*13.4 The chairperson must ensure that each councillor when taking office is given a copy of this Code and that a copy of the Code is available in every room or place where the council meets.*

---

**Breaches of Code**

14.1 A municipal council may-

- a. *investigate and make a finding on any alleged breach of a provision of this Code; or*
- b. *establish a special committees-*
  - i. *to investigate and make a finding on any alleged breach of this Code; and*
  - ii. *to make appropriate recommendations to the council.*

14.2 *If the council or a special committee finds that a councillor has breached a provision of this Code, the council may-*

- a. *issue a formal warning to the councillor;*
- b. *reprimand the councillor;*
- c. *request the MEC for local government in the province to suspend the councillor for a period;*
- d. *fine the councillor; and*
- e. *request the MEC to remove the councillor from office.*

14.3a. *Any councillor who has been warned, reprimanded or fined in terms of paragraph (a), (b) or (d) of subitem (2) may within 14 days of having been notified of the decision of council appeal to the MEC for local government in writing, setting out the reasons on which the appeal is based.*

- b. *A copy of the appeal must be provided to the council.*
- c. *The council may within 14 days of receipt of the appeal referred to in paragraph (b) make any representation pertaining to the appeal to the MEC for local government in writing.*
- d. *The MEC for local government may, after having considered the appeal, confirm, set aside or vary the decision of the council and inform the councillor and the council of the outcome of the appeal.*

14.4 *The MEC for local government may appoint a person or a committee to investigate any alleged breach of a provision of this Code and to make a recommendation on whether the councillor should be suspended or removed from office.*

14.5 *The Commissions Act, 1947 (Act No.8 of 1947), may be applied to an investigation in terms of subitem (3).*

14.6 *If the MEC is of the opinion that the councillor has breached a provision of this Code, and that such contravention warrants a suspension or removal from office, the MEC may-*

- a. *suspend the councillor for a period and on conditions determined by the MEC; or*
- b. *remove the councillor from office.*

14.7 *Any investigation in terms of this item must be in accordance with the rules of natural justice.*

**6.5 Staff Implications**

N/A

**6.6 Previous / Relevant Council Resolutions:**

None

**6.7 Risk Implications**

N/A

**6.8 Comments from Senior Management:**

None required.

**APPENDICES**

<b>APPENDIX 1</b>	Letter from Mr E Moses
<b>APPENDIX 2</b>	Letter to Councillor R du Toit
<b>APPENDIX 3</b>	Letter of response from Councillor R du Toit
<b>APPENDIX 4</b>	Letter to Mr E Moses in respect of the outcome of the complaint
<b>APPENDIX 5</b>	Letter to Councillor R du Toit informing her of the outcome of the complaint

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Nicky Ceasar
<b>POSITION</b>	Senior Administrative Officer: Office of the Speaker
<b>DIRECTORATE</b>	Strategic and Corporate Services
<b>CONTACT NUMBERS</b>	021 808 8618
<b>E-MAIL ADDRESS</b>	Nicky.ceasar@stellenbosch.gov.za
<b>REPORT DATE</b>	2018-03-28

# **APPENDIX 1**

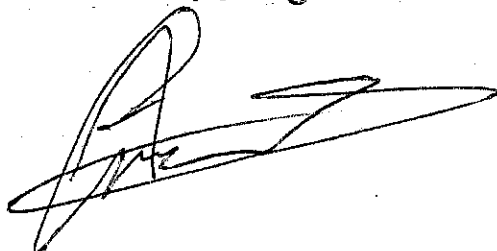
(cell)  
 EUMIR MOSES - 0742452268.  
 Huis - 0218833905

ROZZETTE JUTOT HEI MY NAAM SO  
 SWAK gemaak by KANZERAC OM  
 HAAR BESIGHEID TE BEVOORDEEL  
 WANT AL die mense sê so by Kanzerac  
 EK WIL NET WEEI HOE KAN SY N RAADSLID  
 TOEK AS SY die gemeenskap SO SWAK  
 maak. Sy het voertuig wat sonder  
 'n permit AL vir 4 Maande en geen  
 TRAFFIC trek die voertuig AF nie omdat  
 sy vriende is met hulle en hulle  
 is in beheer van die traffic Dept.  
 Sy gebruik die traffic Dept AS voordeel  
 vir haar besigheid is. Sy bel net vir  
 hulle en geen NR van die mense  
 se belang. Sy gebruik die Munisipal  
 se foon en die computer vir haar  
 besigheid se voordeel en haal P.A.  
 wat sy bel ook het. Haar voertuig se

NO: IS CL 63184 EN HAAR TELEFOON  
RECORD SAL OOK WYS DAT SY BESIGHEID  
DOEN VAN HAAR KANTOOR AF. HAAR LANDLYN  
CHECK DIT OOK. HIE LANZERAC SE TEL: NO:  
IS 021 88 71132 SY BEL IN HAAR WERKSTYD  
VIR HULKE VIR WERK.

EK NIL NET HÊ ASS MY NAAM  
UIT HAAR MOND UIT HOU EN MY NAAM  
BY LANZERAC GAAN REGISTREER <sup>WAT</sup> (WAT)  
SY DEUR DIE MOEDER GESLEP HET.  
EK MOET VIR MY OUKES EN MY SEM  
WERK WAT OP STOOL IS NOU HET EK NIKS  
GELD AS GEVOLG VAN HAAR ASS: MAAK  
WORTU HIER VAN

baie dankie  
die Uwe.



Received

2/03/2017 - 10H17

INVOICE - 88  
89  
90  
91  
93  
94

DIT IS DIE INVOICES WAT KOZZETIE DU TIOU LAMZANAC IOK GEGAAN  
HET EN DIE GELD VEHA ~~GANA~~ ONTVANG SY HET SONDER TOESTEMING  
DIE REKENING NOMMER VAN EUMIR MOSES SE BESIGHEID VEANDER HET  
EN DIE GELD VEHA GEVAT HET.



DURAWAY (PTY) LTD  
Contact: 074 245 2265 REG. 2016/499305/07

INVOICE / RECEIPT 0088

CASH  ACCOUNT

GUEST: *Bussfeld, Adamowitch* ROOM: *224, 226* DATE: *30/01/17*

TRIP: *Town to Jozarara and back* RETURN TIME: ..... COST: *R340*

PAX: *4* PICK-UP TIME: .....  
DRIVER: *Eumir* VEHICLE: .....

GUEST SIGNATURE: .....  
RECEPTION NAME: *Con* RECEPTION SIGNATURE: *[Signature]*

SERVICE BEYOND YOUR EXPECTATIONS.





DURBAWAY (PTY) LTD

Contact: 074 245 2265 REG. 2016/499305/07

INVOICE / RECEIPT 0089

CASH  ACCOUNT

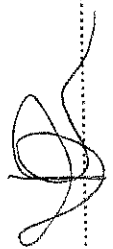
GUEST: Adamo witch Bussfeld ROOM: 224 / 226 DATE: 31 Jan 17

TRIP: Campsbay Drop off

PAX: 2 PICK-UP TIME: 11h00 RETURN TIME: - COST: R800

DRIVER: Eumir VEHICLE: .....

GUEST SIGNATURE: .....

RECEPTION NAME: Prudence RECEPTION SIGNATURE: 

SERVICE BEYOND YOUR EXPECTATIONS.



DURBAWAY (PTY) LTD

Contact: 074 245 2265 REG. 2016/499305/07

INVOICE / RECEIPT 0090

CASH  ACCOUNT

GUEST: *Go billed* ROOM: *220* DATE: *05-02-19*

TRIP: *Hotel - Franchoeck - Hotel*

PAX: *2* PICK-UP TIME: RETURN TIME:  COST: *R450x2*

DRIVER: VEHICLE:

GUEST SIGNATURE: \_\_\_\_\_

RECEPTION NAME: *ku* RECEPTION SIGNATURE: *KS*

SERVICE BEYOND YOUR EXPECTATIONS.



DURBAWAY (PTY) LTD

Contact: 074 245 2265 REG. 2016/499305/07

INVOICE / RECEIPT 0091

CASH  ACCOUNT

ROOM: 119 DATE: 05-02-17

GUEST: Meier - Antoine

TRIP: HOTEL - Evergreen Guest House (NANY) COST: R340

PAX: 1 PICK-UP TIME: 18:15 RETURN TIME: ✓ VEHICLE:

DRIVER:

GUEST SIGNATURE: [Signature]

RECEPTION SIGNATURE: [Signature]

RECEPTION NAME: [Signature]

SERVICE BEYOND YOUR EXPECTATIONS.



DURBAWAY (PTY) LTD

Contact: 074 245 2265 REG. 2016/499305/07

INVOICE / RECEIPT 0093

CASH  ACCOUNT

GUEST: # AN Cook ROOM: 004 DATE: 26-02-17

TRIP: Hotel - STB - Hotel - (R340. Comp) COST

PAX: 2 PICK-UP TIME: RETURN TIME:

DRIVER: VEHICLE: Gary & Mobile Wedding. Hotel arranged to pay for transport. See Seamline.

GUEST SIGNATURE: RECEPTION SIGNATURE: [Signature]

RECEPTION NAME: [Signature]

SERVICE BEYOND YOUR EXPECTATIONS.



DURBAYWAY (PTY) LTD

Contact: 074 245 2265 REG. 2016/499305/07

INVOICE / RECEIPT 0094

CASH  ACCOUNT

GUEST: HAWKINS ROOM: 114 DATE: 06-02-17

TRIP: Hotel - Western Hotel COST: R300.

PAX: 1 PICK-UP TIME: ..... RETURN TIME: ..... VEHICLE: .....

DRIVER: Gavin

GUEST SIGNATURE: [Signature] RECEPTION SIGNATURE: [Signature]

RECEPTION NAME: [Signature]

SERVICE BEYOND YOUR EXPECTATIONS.



— DARBAWAY (PTY) LTD —  
 Contact: 074 245 2265 REG. 2016/499305/07

INVOICE / RECEIPT 0095

CASH  ACCOUNT

GUEST: *Mr. Milne* ROOM: *216* DATE: *06/02/17*  
*CHARGED ON CASH ACCOUNT.*

TRIP: *Leisure to*

PAX: *1* PICK-UP TIME: *12:30* RETURN TIME: ..... COST: *R800*

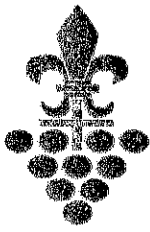
DRIVER: *Sumit* VEHICLE: .....

GUEST SIGNATURE: .....

RECEPTION NAME: *ADW* RECEPTION SIGNATURE: *[Signature]*

SERVICE BEYOND YOUR EXPECTATIONS.

# **APPENDIX 2**



**OFFICE OF THE SPEAKER**

---

Ref No: 3/6/4

06 March 2017

Councillor R. Du Toit

1 Zambesie Flat

C/O Borchart & Bird street

Stellenbosch

7600

**Alleged breach Code of Conduct for Councillors**

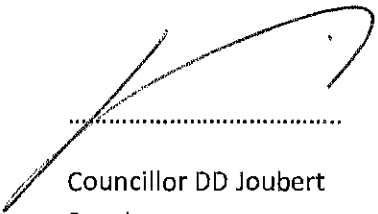
It is alleged that you have breach the Code of conduct for councillors.

It is alleged that you have commit the following transgressions.

- You have bad mouth Mr. Eumir Moses at Lanzerac hotel to promote your business.
- You are driving a vehicle, registration CL 63184 without a valid permit/ licence for the past four months.
- You used the Stellenbosch traffic department to benefit your business.
- You abused Stellenbosch municipalities' telephone and computer to promote your business.

The code of conduct for councillors requires me to authorise an investigation of the facts and in circumstances of an alleged breach, if of the opinion that a provision of this code has been breached. Before considering the investigation, I hereby afford you the opportunity to reply in writing regarding the alleged breach by no later than 16H00 on 23 March 2017.

Yours faithfully

  
.....  
Councillor DD Joubert  
Speaker

021 80808074

mailto: Speaker2 stellenbosch.gov.za

*DDJ*  
8/03/2017



# **APPENDIX 3**

Ref No. 3/6/4

1 Zambezi Flat

Borcherdstr

Stellenbosch

7600

08 March 2017

**Response on allegations of breach of Code of Conduct for councillors**

The reasons why these allegations were made are result of a partnership between the two of us went sour. I was about to hand this person the full ownership of the business, but due to unforeseen circumstances could not proceed with this idea.

- It is not possible to have badmouthed Mr Eumir Moses as he is no employee of Lanzerac.
- I am not driving an unlicensed vehicle with registration CL 63184. It was licenced in October 2016 and is currently not in use.
- It is impossible to use or utilize resources of the Traffic Department as I have no control over Traffic Department I am just a ward councillor, and cannot use the Traffic Department in any regard to benefit or gain anything personally.
- There is no need for me to use Municipal resources or facilities, I do have my own cell phone, tablet and laptop, to utilize for my business< I have receipts to prove my cell phone and data usage.

Kind regards

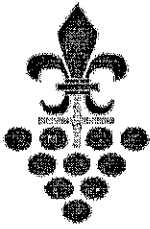


Councillor R. du Toit

021 808 8152



# **APPENDIX 4**



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

APP 4

## OFFICE OF THE SPEAKER

10 April 2017

Ref: 3/6/4

Dear Cllr Du Toit

Re: Outcome of the complaint filed by Mr Moses

We have considered the complaint made against you. We will not proceed with disciplinary action based on the information available to me.

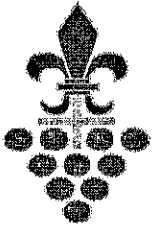
The Case is closed.

Kind Regards



Donovan Joubert  
SPEAKER

# **APPENDIX 5**



**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK

App. 5

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

OFFICE OF THE SPEAKER

10 April 2017

Ref: 3/6/4

Dear Mr. Moses

Re: Complaint against Cllr R Du Toit

We have considered your complaint. We will not proceed with disciplinary action against Cllr R Du Toit based on the information available to me.

Kind Regards

  
.....  
**Donovan Joubert**  
**SPEAKER**

13.1.6	<b>REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR WC PETERSEN (MS)</b>
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**Collaborator No:**

**IDP KPA Ref No:** Good governance and Compliance

**Meeting Date:** 16<sup>th</sup> Council Meeting, 28 March 2018

**1. SUBJECT: REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO AN ALLEGATION OF MISCONDUCT BY COUNCILLOR WC PETERSEN**

**2. PURPOSE**

To inform Council of the outcome of an allegation of misconduct against Councillor WC Petersen incorrectly addressed as M Pietersen.

**3. DELEGATED AUTHORITY**

Municipal Council for information relating to an allegation of misconduct against Councillor WC Petersen in terms of the Code of Conduct for Councillors.

**4. EXECUTIVE SUMMARY**

The Office of the Speaker received a e-mail addressed to the Municipal Manager, CFO, Speaker and Director Planning and Economic Development complaint against Cllr WC Petersen from Mr Saliem Haider, Manager: Solid Waste Management, dated 02 March 2017. This e-mail relates to, inter alia, a complaint of interfering with the administration.

The Speaker in a letter dated, 08 March 2017 requested Councillor WC Petersen to respond to the complaint lodged.

**5. RECOMMENDATIONS**

- (a) that it be noted that the Speaker considered all information relating to the alleged breach in respect of the Code of Conduct for Councillors and decided that there is not sufficient evidence to proceed with an investigation against Councillor WC Petersen;
- (b) that the matter therefore be deemed concluded; and
- (c) that the letter of the Speaker to Mr S Haider informing him of the outcome of the complaint, be noted.

**6. DISCUSSION**

**6.1 Background**

Mr Saliem Haider, Manager Solid Waste Management submitted a formal complaint against Councillor WC Petersen relating to an alleged breach of the code of Conduct for Councillors.

**6.2 Discussion**

After receiving a complaint from Mr S Haider hereto attached as **APPENDIX 1**, the Speaker wrote a letter to Councillor WC Petersen, dated 08 March 2017 requesting her to respond to the following allegations:

- “It is alleged that you had interfere with the administration. It is alleged that you had instructed the driver (who is the contractor’s driver) not to place the emptied skip on the normal spot at Langrug.
- It is alleged that you had interfere with service points and proper procedures were not followed with regard to erecting units.
- It is alleged that your action had compromise the Provincial Government Genius of Space project, with which they have an MOU with Stellenbosch Municipality and the municipal manager’s pilot wheellie bin project as this was one of the pilot areas identified”.

A copy of the Speaker’s letter is attached as **APPENDIX 2**.

The Councillor was afforded an opportunity to reply in writing in respect of the allegations relating to the alleged breach of the Code of Conduct for Councillors. Her letter of response dated 10 March 2017 is attached as **APPENDIX 3**.

After considering all relevant facts, the Speaker came to the conclusion that there was not sufficient evidence in the information provided to proceed with an investigation against Councillor WC Petersen. A letter outlining the outcome of the investigation is attached as **APPENDIX 4**.

The letter to Councillor WC Petersen relating to the outcome of the complaint is attached as **APPENDIX 5**.

**6.3 Financial Implications**

None

**6.4 Legal Implications**

Municipal Systems Act, 2000 – Schedule 1 : Code of Conduct for Councillors  
Section 13 and Section 14 :

***“Duty of chairpersons of municipal councils***

*13.1 If the chairperson of a municipal council, on reasonable suspicion, is of the opinion that a provision of this Code has been breached, the chairperson must-*

- a. authorise an investigation of the facts and circumstances of the alleged breach;*
- b. give the councillor a reasonable opportunity to reply in writing regarding the alleged breach; and*
- c. report the matter to a meeting of the municipal council after paragraphs (a) and (b) have been complied with.*

*13.2 A report in terms of sub-item (1)(c) is open to the public.*

*13.3 The chairperson must report the outcome of the investigation to the MEC for local government in the province concerned.*



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13.4 The chairperson must ensure that each councillor when taking office is given a copy of this Code and that a copy of the Code is available in every room or place where the council meets.

### **Breaches of Code**

14.1 A municipal council may-

- a. investigate and make a finding on any alleged breach of a provision of this Code; or
- b. establish a special committees-
  - i. to investigate and make a finding on any alleged breach of this Code; and
  - ii. to make appropriate recommendations to the council.

14.2 If the council or a special committee finds that a councillor has breached a provision of this Code, the council may-

- a. issue a formal warning to the councillor;
- b. reprimand the councillor;
- c. request the MEC for local government in the province to suspend the councillor for a period;
- d. fine the councillor; and
- e. request the MEC to remove the councillor from office.

14.3a. Any councillor who has been warned, reprimanded or fined in terms of paragraph (a), (b) or (d) of sub-item (2) may within 14 days of having been notified of the decision of council appeal to the MEC for local government in writing, setting out the reasons on which the appeal is based.

- b. A copy of the appeal must be provided to the council.
- c. The council may within 14 days of receipt of the appeal referred to in paragraph (b) make any representation pertaining to the appeal to the MEC for local government in writing.
- d. The MEC for local government may, after having considered the appeal, confirm, set aside or vary the decision of the council and inform the councillor and the council of the outcome of the appeal.

14.4 The MEC for local government may appoint a person or a committee to investigate any alleged breach of a provision of this Code and to make a recommendation on whether the councillor should be suspended or removed from office.

14.5 The Commissions Act, 1947 (Act No.8 of 1947), may be applied to an investigation in terms of subitem (3).

14.6 If the MEC is of the opinion that the councillor has breached a provision of this Code, and that such contravention warrants a suspension or removal from office, the MEC may-

- a. suspend the councillor for a period and on conditions determined by the MEC; or

b. *remove the councillor from office.*

*14.7 Any investigation in terms of this item must be in accordance with the rules of natural justice.*

**6.5 Staff Implications**

N/A

**6.6 Previous / Relevant Council Resolutions:**

None

**6.7 Risk Implications**

N/A

**6.8 Comments from Senior Management:**

None required.

**APPENDICES**

<b>APPENDIX 1</b>	Letter from Mr S Haider
<b>APPENDIX 2</b>	Letter to Councillor WC Petersen from Speaker
<b>APPENDIX 3</b>	Letter of response from Councillor WC Petersen
<b>APPENDIX 4</b>	Letter to Mr S Haider in respect of the outcome of the complaint
<b>APPENDIX 5</b>	Letter to Councillor WC Petersen informing her of the outcome of the complaint

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Nicky Ceasar
<b>POSITION</b>	Senior Administrative Officer: Office of the Speaker
<b>DIRECTORATE</b>	Strategic and Corporate Services
<b>CONTACT NUMBERS</b>	021 808 8618
<b>E-MAIL ADDRESS</b>	Nicky.ceasar@ Stellenbosch.gov.za
<b>REPORT DATE</b>	2018-03-28

# **APPENDIX 1**

## Support Speaker

---

**From:** Saliem Haider  
**Sent:** 02 March 2017 03:26 PM  
**To:** Marius Wust; Geraldine Mettler; mm; Donovan Joubert (Speaker); Dupre Lombaard  
**Cc:** Silvia Pretorius  
**Subject:** FW: langrug - interference of councillor with service delivery points  
**Attachments:** IMG-20170301-WA0011.jpg; IMG-20170301-WA0013.jpg; IMG-20170301-WA0018.jpg; IMG-20170302-WA0006.jpg; IMG-20170302-WA0008.jpg; IMG-20170302-WA0010.jpg; IMG-20170302-WA0011.jpg; IMG-20170302-WA0012.jpg; IMG-20170302-WA0013.jpg; IMG-20170302-WA0005.jpg

Dear All

I would appreciate it if you can guide me how to deal with this situation.

I was informed by my staff that our skip that services the Langrug community (and situated next to the Molok) was moved when emptied, and a shack erected on the spot where the skip stood before. It is now partially in the road which is extremely dangerous on many fronts.

Cllr Minnie Peterson contacted me yesterday afternoon informing me that the shack was erected on Saturday, not on the same spot where the skip stood, and that this land was earmarked for an erection of an informal dwelling. She further stated that the driver did not place the skip on the position where it had to be placed after emptying, and hence the reason why it was in the road.

My staff went out to investigate the incident, and have photographs of previous clean-ups confirming that the skip did indeed stand on the same position where the shack is now erected. They furthermore confirmed that the driver (who is a contractor's driver) was called on Friday and asked not to place the emptied skip on the normal spot, on the instruction of the Councillor.

Once our service points are interfered with, and proper procedures not followed with regards to erecting units, it makes an already arduous task so much more difficult in providing basic refuse removal services in the informal areas.

More concerning is the fact that the shack is erected on the property utilised by the Provincial Government Genius of Space project, with which they have an MOU with Stellenbosch Municipality. We have also made a budget available to assist in rendering services in partnership with Province to effectively address the stormwater and solid waste issues which has been in the planning for a number of years. This project is now seriously compromised. The Municipal Manager's pilot wheelie bin project is now also seriously compromised in the process, as this was one of pilot areas identified.

I am merely stating the facts brought to me by my staff, and the impacts it has on our own planning and initiatives.

Kind regards

**Saliem Haider**

*Manager: Solid Waste Management*

Directorate: Engineering Services

T: +27 21 808 8224 / +27 21 808 8241 • C: +27 72 855 4870 • F: +27 21 883 9874

71 Plein Street, Stellenbosch, 7600 • PO Box 17, Stellenbosch, 7599

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)

# **APPENDIX 2**



**OFFICE OF THE SPEAKER**

---

Ref No

08 March 2017

Councillor M. Pietersen

Franchoek

7600

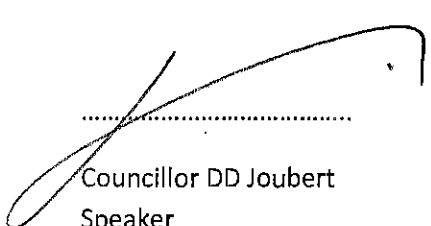
Alleged breach Code of Conduct for Councillors

It is alleged that you have breach the Code of conduct for councillors.

- It is alleged that you had interfere with the administration. It is alleged that you had instructed the driver (who is a contractor's driver) not to place the emptied skip on the normal spot at Langrug.
- It is alleged that you had interfere with service points and proper procedures were not followed with regards to erecting units.
- It is alleged that your action had compromise the Provincial Government Genius of Space project, with which they have an MOU with Stellenbosch Municipality and the Municipal Manager's pilot wheelie bin project as this was one of pilot areas identified.

The code of conduct for councillors requires me to authorise an investigation of the facts and in circumstances of an alleged breach, if of the opinion that a provision of this code has been breached. Before considering the investigation, I hereby afford you the opportunity to reply in writing regarding the alleged breach by no later than 16H00 on 23 March 2017.

Yours faithfully

  
Councillor DD Joubert  
Speaker

021 80808074

mailto: Speaker2 stellenbosch.gov.za

2017/03/07  


# **APPENDIX 3**



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10 March 2017

Speaker: Donovan Joubert

Good day Speaker,

**RE: ALLEGED BREACH CODE OF CONDUCT FOR COUNCILLORS**

1. The allegations are false. I have never spoken to any contractor's driver.
2. I've never interfered with service points, I follow proper procedures. Informal settlements officials is my witness
3. I have a good relationship with genius of space and have meetings with them on a monthly basis and they have never had any complaints.
4. I informed Mr.Weide about the waste bin that was hanging in the road where people walk and transport drive. I discussed the matter of moving the waste bin backwards out of the road (on its original place before it was emptied) as it was a safety hazard where accidents can occur. I thought by reporting this matter possible accidents can be prevented.

Kind regards,

Cllr.WC.Petersen





**STELLENBOSCH**  
STELLENBOSCH • PHIRI • FRANSCHHOEK  
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY



**8 MARCH 2017**

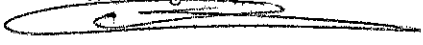
To: Speaker Donovan Joubert

**RE: ALLEDGED BREACH CODE OF CONDUCT**

Thank you for your letter dated 8 March 2017. Can you please provide me with the original letter of complaint in order for me to respond correctly?

Thank you in advance.

Kind regards,

  
Cllr. WC. Petersen

# **APPENDIX 4**



**OFFICE OF THE SPEAKER**

10 April 2017

**Ref: 3/6/4**

Dear Mr Haider

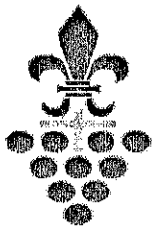
Re: Complaint against Cllr W Petersen

We have considered your complaint. We will not proceed with disciplinary action against Cllr Petersen based on the information available to me.

Kind Regards

  
.....  
**Donovan Joubert**  
**SPEAKER**

# **APPENDIX 5**



**OFFICE OF THE SPEAKER**

10 April 2017

**Ref: 3/6/4**

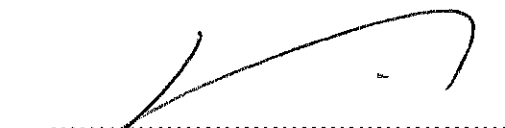
Dear Cllr Petersen

Re: Outcome of the complaint filed by Mr Haider

We have considered the complaint made against you. We will not proceed with disciplinary action based on the information available to me.

The Case is closed.

Kind Regards



.....  
**Donovan Joubert**  
**SPEAKER**

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13.2	REPORTS SUBMITTED BY THE EXECUTIVE MAYOR
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NONE

14.	MATTERS TO BE CONSIDERED IN-COMMITTEE
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SEE PINK DOCUMENTATION