



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref. no.3/4/1/5

2019-11-22

## NOTICE OF THE 33<sup>RD</sup> MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY WEDNESDAY, 2019-11-27 AT 10:00

<b>TO</b>	The Speaker, Cllr N Jindela [Chairperson] The Executive Mayor, Ald G Van Deventer (Ms) The Deputy Executive Mayor, Cllr WC Petersen (Ms)	
<b>COUNCILLORS</b>	F Adams FJ Badenhorst FT Bangani-Menziwa (Ms) Ald PW Biscombe G Cele (Ms) PR Crawley (Ms) A Crombie (Ms) Z Dalling (Ms) R Du Toit (Ms) J Fasser A Florence AR Frazenburg E Fredericks (Ms) T Gosa E Groenewald (Ms) JG Hamilton AJ Hanekom DA Hendrickse JK Hendriks LK Horsband (Ms)	MC Johnson DD Joubert N Mananga-Gugushe (Ms) C Manuel NE Mcombring (Ms) XL Mdemka (Ms) C Moses (Ms) RS Nalumango (Ms) N Olayi MD Oliphant SA Peters MM Pietersen WF Pietersen SR Schäfer Ald JP Serdyn (Ms) N Sinkinya (Ms) P Sitshoti (Ms) Q Smit LL Stander E Vermeulen

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 **33<sup>RD</sup> MEETING** of the **COUNCIL** of **STELLENBOSCH MUNICIPALITY** will be held in the **COUNCIL CHAMBER, TOWN HOUSE, PLEIN STREET, STELLENBOSCH** on **WEDNESDAY, 2019-11-27** at **10:00** to consider the items on the Agenda.

**SPEAKER  
N JINDELA**

**MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY  
2019-11-27**

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The minutes of the 32nd Council Meeting: 2019-10-23 is attached as **APPENDIX 1**.

**FOR CONFIRMATION**

# **APPENDIX 1**



# STELLENBOSCH

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Ref. no.3/4/1/5

2019-10-23

## MINUTES

### 32<sup>ND</sup> MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY

**2019-10-23 AT 11:00**

Detailed account of the meeting proceedings is available on audio recording, which is obtainable from The Municipal Manager's Office per Request for Information (RFI)

**MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY  
2019-10-23**

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	(See pink documentation)	

**MINUTES OF THE 32<sup>ND</sup> MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY HELD ON 2019-10-23 AT 11:00 IN THE COUNCIL CHAMBER, TOWN HOUSE, PLEIN STREET, STELLENBOSCH**

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<b>PRESENT</b>	The Speaker, Cllr WC Petersen (Ms) [Chairperson] The Executive Mayor, Ald G Van Deventer (Ms) The Deputy Executive Mayor, Cllr N Jindela	
<b>COUNCILLORS</b>	F Adams FJ Badenhorst Ald PW Biscombe G Cele (Ms) PR Crawley (Ms) A Crombie (Ms) Z Dalling (Ms) R Du Toit (Ms) J Fasser A Florence AR Frazenburg E Fredericks (Ms) (until 12:00) T Gosa E Groenewald (Ms) (from 11:45) JG Hamilton AJ Hanekom DA Hendrickse	JK Hendriks LK Horsband (Ms) MC Johnson N Mananga-Gugushe (Ms) C Manuel NE Mcombring (Ms) XL Mdemka (Ms) C Moses (Ms) SA Peters MM Pietersen WF Pietersen SR Schäfer Ald JP Serdyn (Ms) N Sinkinya (Ms) P Sitshoti (Ms) (until 13:10) Q Smit E Vermeulen

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<b>Officials:</b>	Municipal Manager (Ms G Mettler) Acting Chief Financial Officer (D Jacobs) Director: Corporate Services (Ms A De Beer) Director: Infrastructure Services (D Louw) Director: Planning and Economic Development (T Mfeya) Director: Community and Protection Services (G Boshoff) Senior Manager: Governance (Ms S De Visser) Manager: Communications (S Grobbelaar) Chief Audit Executive (F Hoosain) Manager: Secretariat (EJ Potts) Senior Administration Officer (T Samuels (Ms)) Committee Clerk (N Mbali (Ms)) Interpreter (J Tyatyeka)
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<b>1.</b>	<b>OPENING AND WELCOME</b>
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The Speaker, Cllr WC Petersen (Ms) welcomed all present at the 32<sup>nd</sup> Council meeting. Councillor A Florence opened the meeting with a prayer.

<b>2.</b>	<b>MAYORAL ADDRESS</b>
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“Goeie dag, Good Morning, Molweni, As-salaam Alaikum

1. Good news: Our Stellenbosch Municipality Heritage Inventory and Conservation Management Plan has won top honours at the Institute for Landscape Architecture in South Africa (ILASA)
  - Our heritage mapping project has recently won the ILASA Presidents Award as well as the first place in the ILASA Awards of Excellence for a Publication.
  - This in-depth mapping of our cultural and environmental heritage is the first of its kind in Africa and is considered to be one of only five similar studies worldwide.
  - It produced an advanced Heritage Inventory that identifies all heritage resources and measures their significance. The inventory is a living document that can be expanded when required and will inform our Conservation Management Plan (CMP) to ensure compliance with the National Heritage Resources Act.
  
2. Last Thursday, 17 October 2019, I had the great privilege to attend the old Victoria Street Public Participation Event opening.
  - Local non-profit organisation, Ranyaka Community Transformation, has been awarded a ten-year lease for the old Victoria Street Clinic.
  - In 2020, the historical clinic building will be transformed into a unique space that will unlock opportunities for entrepreneurs coming from previously disadvantaged backgrounds.
  - It will provide local entrepreneurs with training on how to develop, grow and manage their business
  - It will give especially entrepreneurs from the townships and outlying areas access to prime retail space and clientele at the heart of town
    - Very special occasion for me
  - Met with some of our local entrepreneurs, and was astonished and overjoyed at the businesses they were able to build, despite difficult circumstances.
    - Ranyaka will now continue to raise funds and work with all stakeholders and role-players to create a space that will present our young entrepreneurs with a future.
  
3. This is also the message of hope we want to spread with the GET STARTED entrepreneurship expo, currently taking place in the Town Hall
  - This is our first ever expo of this sort and brings together stakeholders and role-players who can assist and guide our entrepreneurs of the future.
  - As a municipality we want to assist in creating sustainable opportunities for jobs and businesses for residents.
  - Promoting and supporting entrepreneurship is a critical component in job creation.
  - Being an entrepreneur, especially from a disadvantaged background is very challenging.

- Do not have access to funding, infrastructure or technology that can help establish and grow a business
      - Successful entrepreneurs are major job creators in our economy
      - As a Municipality, we want to make sure to provide our residents with the best possible opportunities to establish and grow their own businesses.
      - Our region is known for its innovation and GET STARTED aims to connect the various stakeholders with one another to explore and implement all this potential.
- 4. Verlede week die geleentheid gehad om met besigheidsverteenwoordigers van Cloetesville te vergader
  - So lekker om te kan gesels met inwoners wat soveel passie het vir hul gemeenskap.
  - Ons het die toekoms van plaaslike besighede in die omgewing bespreek.
  - Deel van voortdurende gesprekke met die besigheidsektor in ons omgewing.
  - Beplan om ook 'n vergadering te hou met spesifiek die besigheidsvroue in ons streek en om met hulle te gesels oor geleenthede en uitdagings.
- 5. I recently had the honour to welcome representatives from various municipalities and government departments for the Annual Air Quality Governance Lekgotla
  - The first time this event hosted in our region
  - The lekgotla discussed the seriousness of air quality, air pollution and the extreme adverse effects on climate change, health and the economy.
  - The greater Stellenbosch region is not subjected to extreme air pollution, but it is important that we are vigilant and do everything in our power to ensure that our air quality remains high.
  - The decline of air quality has seen an increase in health issues across the world.
- 6. Oktober is Vervoermaand
  - Dorp en streek waar drukverkeer daaglik 'n uitdaging is, wil ons inwoners veral aanmoedig om, waar moontlik, alternatiewe vervoer as motors gebruik te maak
  - Ry fiets of stap waar moontlik.
  - Ry-klubs is ook 'n baie goeie opsie om voertuie op die pad te verminder en kostes te bespaar.
  - Ons het ons wetstoepassers ook toegerus met fietse om kostes te bespaar, voertuie op die pad te verminder.
  - U sal ons dapper trappers op patrollie sien, waar hulle besig is met sigbare polisiëring.
  - Volgende week het die Infrastrukturdienste ook 'n program as deel van Vervoermaand. Kyk gerus op ons sosiale media platforms vir besonderhede.
- 7. Matriekleerders het begin met die finale eksamens
  - Baie sterkte aan al die leerders, ouers en onderwysers
  - Sit alles in vir die laaste deel en moenie moet opgee nie
  - As jy vasval by die eerste geleentheid, probeer weer!
- 8. Congratulations to Retired Constitutional Court Justice Edwin Cameron who has been elected as the new Chancellor of Stellenbosch University.
  - He will officially begin his term as chancellor on 1 January 2020.

Thank you”.

<b>3.</b>	<b>COMMUNICATION BY THE SPEAKER</b>
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**“Good morning to:**

- The Executive Mayor, Alderman Van Deventer
- The Municipal Manager, Ms. Geraldine Mettler
- All other Alderman and Ladies
- All Councilors
- All Directors and Staff members present
- All Members of the Public and especially Mr. Pelsler from the Stellenbosch Ratepayers Association

Allow me to WELCOME ALL of YOU TO THIS Beautiful Month of October. I sincerely hope that you will enjoy the inputs and discussions from the different speakers and may this be a fruitful meeting as we also think of the students and scholars (matriculates) who will soon be starting with their final exams.

Madam Mayor may I use this opportunity to Congratulate Mr. Johru Robyn from the Human Settlement Department who is currently flying off to the United States of America to present a speech at the Global Symposium on Sustainable Cities and Neighborhoods at the University of Chicago @ UN-Habitat.

On a more serious note Members, may I bring under your attention that the Office of the Speaker has been undaunted with complaints against the behavior of certain Councilors? May I mentioned as Speaker of this Council that certain cases has been brought against certain councilors which prompted me to take certain action against them. If disciplinary cases will be constituted against any Councilor, I humbly request all Councilors to please assist the Independent Investigator in his investigations to bring the matters at hand to finality and not burden the taxpayers with further expenses.

- Ward Committees - Filling of Vacancies – Co-Option – wards are reminded to please fill the vacancies on the ward committees – those wards who have not done so are reminded to please follow the procedure of co-option within the next two months.

### **Birthdays**

The following Councilors have had their birthdays during the month of October

- Executive Councilor Salie Peters – 4/10/2019
- Cllr. Emily Fredericks – 16/10/2019
- Cllr. Ndipiwe Olayi – 21/10/2019

On a more somber note Madam Mayor and Municipal Manager – we note

That it is with great sadness that the Administration and Planning Department in particular have to say goodbye to one of our beloved colleagues, **Ms Martha Ndabambi**, better known to all as **Jessie**, who passed away on Sunday.

Please join me in keeping her friends and family in our thoughts and prayers during this difficult time. Let us therefore have a minute of Silence.”

The Speaker allowed the following Councillors to comment on her communications:

- Cllrs DA Hendrickse (on behalf of the EFF) and Cllr F Adams (on behalf of the DNCA), expressed their condolences to the family and colleagues of Jessie who passed away on Sunday;
- Cllr DA Hendrickse requested the Administration to investigate how staff members can be employed on a temporary basis for such a long period. He urged the Administration to see how they can assist the family of Jessie, because she was employed on a temporary contract for ± 7years and died without any benefits.

- Cllr F Adams said that the Administration is failing its employees, because there are a number of staff members with the same scenario as Ms Ndabambi as temporary appointments, and he requested Council to intervene.

<b>4.</b>	<b>COMMUNICATION BY THE MUNICIPAL MANAGER</b>
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- The Municipal Manager, Ms G Mettler, expressed her sincere condolences towards the family with the passing of Ms Martha (Jessie) Ndabambi.
- She placed it on record that the Administration was busy with the placement of temporary employees working in the municipality and that Jessie was indeed placed as a permanent employee. She urged Cllrs DA Hendrickse and F Adams to verify their facts before making statements as if it is the truth.
- In response to the Municipal Manager's statement, Cllr DA Hendrickse posed a question, namely: "how long was Jessie temporary as well as permanently employed"? The Speaker **RULED** that Cllr DA Hendrickse is welcome to conduct his own investigation through the correct procedures.
- The Municipal Manager informed Council that the municipality received another award from the National Department of Environmental Affairs for Good Green Deeds towards a recycling economy and sustainable land remediation.
- She expressed her well wishes to all the matriculants of 2019 with the matric exams.
- The Municipal Manager mentioned that October is Breast Cancer Awareness month and she congratulated the Administration for the successful event they organised for all women of the municipality.

<b>5.</b>	<b>DISCLOSURE OF INTERESTS</b>
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NONE

<b>6.</b>	<b>APPLICATIONS FOR LEAVE OF ABSENCE</b>
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- 6.1 The following applications for leave of absence were approved in terms of the Rules of Order By-law of Council:-

Cllr FT Bangani-Menziwa (Ms)	–	23 October 2019
Cllr DD Joubert	–	23 October 2019
Cllr RS Nalumango (Ms)	–	23 October 2019
Cllr N Olayi	–	23 October 2019
Cllr LL Stander	–	23 October 2019
CFO (Mr K Carolus)	–	23 October 2019

- 6.2 Permission was granted to Councillors E Fredericks (Ms) and P Sitshoti (Ms) to leave the meeting earlier (at 12:00 & 13:10 respectively), and Councillor E Groenewald (Ms) to join the meeting later (from 11:45).

6.3 ABSENT

Cllr MD Oliphant

<b>7.</b>	<b>APPROVAL OF MINUTES OF PREVIOUS COUNCIL</b>
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<b>7.1</b>	<b>CONFIRMATION OF MINUTES OF THE 31<sup>ST</sup> COUNCIL MEETING: 2019-09-25</b>
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The minutes of the 31<sup>st</sup> Council Meeting: 2019-09-25 were confirmed as correct.

<b>8.</b>	<b>STATUTORY MATTERS</b>
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NONE

<b>9.</b>	<b>REPORT BY THE MUNICIPAL MANAGER RE OUTSTANDING RESOLUTIONS</b>
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ITEM	Pg	INPUT	MM'S RESPONSE
<u>Cllr DA Hendrickse</u> Resolution on housing allocation in the Idas Valley Housing project.		How was this resolution implemented by ASLA?	A meeting was held with the community and a feedback report will be submitted at the next Council meeting.
<u>Cllr DA Hendrickse: Item 7.3.1</u> Future use and maintenance of Council Heritage buildings	48	Item on 30% but the Mayor mentioned in her speech that the municipality received an award. Where is the report, item only indicate 30% completed? Why did it take 2 years?	There's a difference between heritage inventory and heritage houses, must not confuse the two. The one that the Mayor referred to was in terms of the planning aspects.
<u>Cllr DA Hendrickse: Item 7.6.2</u> Solid Waste Upgrade Report	51	2 years that this item is on 90%. What is being done to mitigate this?	The Cllr is aware of the legislation around NEMA that speaks about the EIA's that needs to be done, which takes time. The process must be advertised. Must adhere to regulatory processes.
<u>Cllr DA Hendrickse: Item 8.3.3</u> Problem Properties By-Law	52	Next month 2 years outstanding. Council in 2017 resolved that this should be advertised within 90 days from Council resolution. Still not resolved.	Input NOTED
<u>Cllr DA Hendrickse: Item 7.5.1</u> Jamestown Housing Project	53	This project has already gone through a public participation process. Why do another draft layout?	Input NOTED
<u>Cllr DA Hendrickse: Item 8.2.3</u> Northern Extension	55	The comment in the feedback column has got nothing to do with the item. There was a separate item regarding the sale of Mr Smith's farm earlier this year. Why is the sale of the land linked to the northern extension?	The MM was mandated to look for additional land to do the transfer. The purchasing of the land was additional to that.
<u>Cllr DA Hendrickse: Item 7.2.4</u> Proposed service delivery in Jonkershoek	58	The Administration and Portfolio members of Working Groups at SALGA should take note of the engagement that SALGA had with the Dept of Public Works, Forestry and the community of Jonkershoek. SALGA is in talks with Treasury to make funding available for municipalities to budget for the take-over of these sites.	Input NOTED



<u>Cllr DA Hendrickse: Item 8.2.4</u> Multi-stakeholder engagement with Adam Tas Corridor	63	Did not see any engagement by the Stellenbosch Municipality, nor did the MM submit any report to Council on the feasibility study. Cllr Hendrickse raised a concern that the Project Manager of the Adam Tas Corridor had meetings with the communities. The Adam Tas Steering Committee with the University are running their own thing without the municipality taking control of this matter.	Input NOTED
<u>Cllr DA Hendrickse: Item 7.4.1</u> Backyard dwellers – site opposite Kayamandi	65	Item 60% complete, when can Council expect feedback?	Input NOTED
<u>Cllr DA Hendrickse: Item 7.4.1</u> Van der Stel Sport facility	66	What is the details of the MOU that was signed with the SSRA?	There is a tender in place; it is explained in the recommendations.
<u>Cllr F Adams: Item 7.3.2</u> Extension of burial space: Louw's Bos and Culcatta Bos	49	In what year will this be implemented? How long do you envisage this capacity to last (years)?	These processes takes time, EIA and GIA needs to be done.
<u>Cllr F Adams: Item 7.3.2</u> Jamestown Housing	53	No timeframes 160 houses took almost 20 years	Input NOTED
<u>Cllr F Adams: Item 7.4.1</u> Proposed development of Erf 81/2 and Erf 81/9, Stellenbosch for backyarders	65	Where are these 2 portions of land situated?	There is a process underway, which is explained in (a) - (d) of the resolution.

**NOTED**

The report by the Municipal Manager re outstanding resolutions taken at previous meetings of Council.

10.	ITEMS FOR NOTING
10.1	REPORT/S BY THE EXECUTIVE MAYOR
10.1.1	REPORT ON THE DECISIONS TAKEN BY THE EXECUTIVE MAYOR FOR THE QUARTER: JULY 2019 TO SEPTEMBER 2019

File No.:

Collaborator No:

IDP KPA Ref No:

Meeting Date:

N/A

2019-10-23

**1. PURPOSE OF THE REPORT**

To inform Council of the decisions taken by the Executive Mayor from July 2019 to September 2019 (see **APPENDIX 1**).

**2. BACKGROUND**

In terms of the Municipal Structures Act 117 of 1998 Section 56 (5) it is stated that:

*“An Executive Mayor must report to the municipal council on all decisions taken by the Executive Mayor.”*

According to the Municipal Systems Act 60 (1)(b)

“(1) the following powers may, within policy framework determined by the municipal council be delegated to an executive committee or executive mayor only (b) the determination or alternation of the remuneration, benefits or other conditions of service of the municipal manager or managers directly responsible to the municipal manager.

**3. FINANCIAL IMPLICATIONS**

None

**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 10.1.1****NOTED**

the decisions taken by the Executive Mayor for the period July to September 2019.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	DONOVAN MULLER
<b>POSITION</b>	OFFICE MANAGER: EXECUTIVE MAYOR
<b>DIRECTORATE</b>	CORPORATE AND STRATEGIC SERVICES
<b>CONTACT NUMBERS</b>	021 8088314
<b>E-MAIL ADDRESS</b>	<a href="mailto:Donovan.Muller@stellenbosch.gov.za">Donovan.Muller@stellenbosch.gov.za</a>
<b>REPORT DATE</b>	01 October 2019

10.2	<b>REPORT/S BY THE SPEAKER</b>
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10.2.1	<b>SALGA WOMEN'S COMMISSION AND OTHER WORKING GROUPS REPORTS ON IT'S ACTIVITIES</b>
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

23 October 2019

**1. SUBJECT: SALGA WOMEN'S COMMISSION AND OTHER WORKING GROUPS REPORTS ON IT'S ACTIVITIES**

2. To inform the Stellenbosch Municipal Council of the workings of the SALGA Women Commission at its last meetings as held. The report is also worth noting on certain discussions that did take place. This report is for NOTING.

**3. DELEGATED AUTHORITY**

The Speaker should table all the aspects of SALGA through the different working committees of the relevant standing committees to Council for noting.

**4. EXECUTIVE SUMMARY**

Speaker and other Mayoral Committee members attended various SALGA working group committee workshops and meetings. It is important that Council be informed of their attendance to the different working groups and the different topics that have been discussed for us to take note of.

**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 10.2.1**

**NOTED**

The report from the SALGA Women's Commission and other related Working Groups.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	WC Petersen
<b>POSITION</b>	<i>Speaker</i>
<b>DIRECTORATE</b>	<i>Office of the Speaker</i>
<b>CONTACT NUMBERS</b>	021 808-8009
<b>E-MAIL ADDRESS</b>	<a href="mailto:wilhelmina.petersen@stellenbosch.gov.za">wilhelmina.petersen@stellenbosch.gov.za</a>
<b>REPORT DATE</b>	2019-10-15

<b>10.3</b>	<b>REPORT/S BY THE MUNICIPAL MANAGER</b>
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<b>10.3.1</b>	<b>MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR SEPTEMBER 2019</b>
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**Collaborator No:** 8/1  
**IDP KPA Ref No:** Good Governance and Compliance  
**Meeting Date:** 23 October 2019

**1. SUBJECT: MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR SEPTEMBER 2019**

**2. PURPOSE**

To comply with Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy 2019/2020 to report the deviations to Council.

**3. DELEGATED AUTHORITY**

Council

FOR NOTING.

**4. EXECUTIVE SUMMARY**

Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy (2019/2020) stipulate that SCM deviations be reported to Council. In compliance thereto, this report presents to Council the SCM deviations that occurred during September 2019.

**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 10.3.1**

**NOTED**

the deviations as listed for the month of September 2019.

The following deviations were approved with the reasons as indicated below:

DEVIATION NUMBER	CONTRACT DATE	NAME OF CONTRACTOR	CONTRACT DESCRIPTION	REASON	SUBSTANTIATION WHY SCM PROCESS COULD NOT BE FOLLOWED	TOTAL CONTRACT PRICE R
D/SM 05/20	08 September 2019	Re A Letamisa	Construction of retaining wall in Watergang, Kayamandi	Emergency.	The existing retaining wall in Watergang, Kayamandi was damaged due to vandalism. This is a safety hazard to residents occupying the nearby housing and could result in property damage or injury.	R 660 000 (Excl.Vat)
D/SM 06/20	30 September 2019	Liquid Telecom	Appointment of liquid telecom for the provision of voice services on a month to month basis but not exceeding 30 June 2020	Exceptional case and it is impractical or impossible to follow the official procurement processes	A tender was awarded to Telkom for the provision of voice services. On 26 September 2019 TELKOM requested an extension due to way leave approvals that they did not receive in time for them to install the	R 100 000 (Excl.Vat) per month

			starting form 1 October 2019 until a new contract is in place		<p>infrastructure. The municipality indicated that the situation is unacceptable, and it is not prepared to provide further extensions given that they have not started with the infrastructure installation.</p> <p>If we do not extend the contract with our current voice service provider, Liquid telecom, we will not be able to deliver services to the community from 1 October 2019.</p> <p>Telkom has indicated that they will be able to provide the services within two weeks. They were also requested to provide a project implementation plan.</p> <p>The voice service is a critical service for the Municipality and the interruption of this essential support is critical to the effective functioning of the municipality as a whole. Given the circumstances it is not practical or possible to follow the normal procurement processes.</p>	
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**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Kevin Carolus
<b>POSITION</b>	<b>CFO</b>
<b>DIRECTORATE</b>	<b>Finance</b>
<b>CONTACT NUMBERS</b>	<b>021 808 8528</b>
<b>E-MAIL ADDRESS</b>	<a href="mailto:Kevin.Carolus@ Stellenbosch.gov.za">Kevin.Carolus@ Stellenbosch.gov.za</a>
<b>REPORT DATE</b>	<b>02 October 2019</b>

<b>10.3.2</b>	<b>MFMA SECTION 52 REPORTING UP TO SEPTEMBER 2019</b>
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**Collaborator No:** 8/1  
**IDP KPA Ref No:** Good Governance and Compliance  
**Meeting Date:** 23 October 2019

**1. SUBJECT: MFMA SECTION 52 REPORTING UP TO SEPTEMBER 2019**

**2. PURPOSE**

To comply with section 52(d) of the Municipal Finance Management Act and report to Council on the budget; financial and service delivery budget implementation plan by the Municipality for quarter 1 of the 2019/20 financial year.

**3. DELEGATED AUTHORITY**

**THE EXECUTIVE MAYOR TO SUBMIT TO COUNCIL**

In terms of section 52 (d) of the Municipal Finance Management Act:

*“The mayor of a municipality—*

*(d) must, within 30 days of the end of each quarter, submit a report to the council on the implementation of the budget as well as the non-financial performance of the municipality;”*

**4. EXECUTIVE SUMMARY**

The Executive Mayor, must provide general political guidance over the fiscal and financial affairs of the Municipality and is required by Section 52(d) of the Municipal Finance Management Act to submit a report on the implementation of the budget and the financial and non-financial performance of the Municipality, to the Council within 30 days after end of each quarter.

The Section 52 report is a summary of the budget performance. It compares the implementation of the budget to the commitments made and contained in the Service Delivery and Budget Implementation Plan (SDBIP), and is intended to enable Council to give effect to their oversight responsibility.

This report provides the overall performance of the Municipality for the period 1 July 2019 to 30 September 2019.

**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 10.3.2**

Cllr DA Hendrickse requested that it be minuted that there is a statutory duty on Council to perform an oversight role and not just note these reports. The Speaker responded that she will discuss the matter at the Speaker’s Forum for clarity and report back to Council.

**NOTED**

the MFMA Section 52 Report (including quarterly performance report) – The first Quarter, 2019.

10.3.3	<b>DECISIONS TAKEN BY DIRECTORATES IN TERMS OF DELEGATED AUTHORITY 01 JULY 2019 – 30 SEPTEMBER 2019</b>
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**Collaborator No:**

**IDP KPA Ref No:**

**Good governance and Compliance**

**Meeting Date:**

**23 October 2019**

**1. SUBJECT: DECISIONS TAKEN BY DIRECTORATES IN TERMS OF DELEGATED AUTHORITY FROM 01 JULY 2019 UNTIL 30 SEPTEMBER 2019**

**2. PURPOSE OF REPORT**

To report to Council on the decisions taken by the Municipal Manager and Directors in terms of Council's System of Delegations for the period 01 July 2019 until 30 September 2019, in compliance with Section 63 of the Local Government: Municipal Systems Act read in conjunction with the System of Delegations as approved by Council.

**3. DELEGATED AUTHORITY**

Municipal Council

**4. EXECUTIVE SUMMARY**

In view of the legislative stipulations, attached is a summary as **ANNEXURE 1** of decisions taken by each Directorate. The report is for noting purposes.

Please note that these delegations only indicate the delegations exercised as delegated by Council to the various Senior Managers.

**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 10.3.3**

**NOTED**

the decisions taken, for the period 01 April 2019 until 30 June 2019, by the following Section 56 Managers:

- Municipal Manager – Ms G Mettler (01 July 2019 – 30 September 2019).
- Director Corporate Services – Ms A de Beer (01 July 2019 – 30 September 2019).
- Director Infrastructure Services – Mr D Louw (01 July 2019 – 30 September 2019).
- Director Community and Protection Services – Mr G Boshoff (01 July 2019 – 30 September 2019).
- Director Planning and Economic Development – Mr T Mfeya (01 July 2019 – 30 September 2019).

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Geraldine Mettler
<b>POSITION</b>	Municipal Manager
<b>DIRECTORATE</b>	Municipal Manager
<b>CONTACT NUMBERS</b>	021 808 8025
<b>E-MAIL ADDRESS</b>	<a href="mailto:mm@stellenbosch.gov.za">mm@stellenbosch.gov.za</a>
<b>REPORT DATE</b>	09 October 2019

11.	ITEMS FOR CONSIDERATION FROM THE EXECUTIVE MAYOR OR MAYORAL COMMITTEE: [ALD. G VAN DEVENTER (MS)]
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11.1	COMMUNITY AND PROTECTION SERVICES: (PC : CLLR Q SMIT)
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NONE

11.2	CORPORATE SERVICES: (PC: CLLR AR FRAZENBURG)
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11.2.1	TRANSFER OF 80 HOUSES: LA MOTTE VILLAGE
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Collaborator No:

IDP KPA Ref No: *Institutional Transformation*

Meeting Date: 16 October 2019

**1. SUBJECT: TRANSFER OF 80 HOUSES: LA MOTTE VILLAGE**

**2. PURPOSE**

To provide feedback in regard to the transfer of the 80 houses at La Motte.

**3. DELEGATED AUTHORITY**

**(FOR DECISION BY MUNICIPAL COUNCIL,**

In terms of paragraph 3.1 of Stellenbosch Municipality's Irrecoverable Debt Policy the CFO has the delegated authority to consider applications up to an amount of R20 000.00. In the circumstances under discussion the Municipal Council must make a decision.

**4. EXECUTIVE SUMMARY**

The transfer of the 80 houses in the La Motte Village to identified beneficiaries has a very long history. A new Transferring Attorney had to be appointed to attend to this long outstanding matter. Due to the long delay in attending to the transfers, and due to the fact that no municipal accounts were rendered as no properly completed and signed agreements were concluded, none of the Lessees made any payments with regards to occupational rental. For this reason the outstanding debt in respect of rental was an amount of R15 770 700.11 (**APPENDIX 1**)

It would be very difficult to recoup the outstanding amounts. The outstanding debt should be recouped before the transfer of the houses can take place as the payment of the rental amounts was provided for in the 2010 and 2014 Council resolutions. Council will have to approve that the debt to be written off or change the 2014 council resolution to allow for the.

The matter was referred back to the department to provide the outstanding updated annexure and to make changes to the recommendations in line with the discussion at MAYCO.



**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 11.2.1****RESOLVED** (majority vote with abstentions)

- (a) that transfer to the 10 households that are paid up be effected as a matter of urgency;
- (b) that a monthly progress report from the transferring attorney on the status quo and progress of the transfer be provided to the Municipality;
- (c) that letters be given as a matter of urgency to the 9 beneficiaries who allowed illegal occupants to occupy the houses to provide reasons why the houses should not be transferred to other beneficiaries;
- (d) that letters be given as a matter of urgency to all illegal occupying households to provide reasons why they should not be evicted from the houses they are occupying illegally as they were not recognised as the beneficiaries for the houses they occupy;
- (e) that an investigation as a matter of urgency be lodged as to how the 10 illegal occupants of unallocated houses were allowed to occupy the houses; and
- (f) that letters be given as a matter of urgency to all beneficiaries who are in arrears on the outstanding rental amounts to inform them that council intend to assist them, should they qualify for financial assistance from financial institutions or government subsidies to buy the houses. They will however still be liable for outstanding amounts on services.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	<b>Piet Smit</b>
<b>POSITION</b>	<b>Manager: Property Management</b>
<b>DIRECTORATE</b>	<b>CORPORATE SERVICES</b>
<b>CONTACT NUMBERS</b>	<b>021-8088189</b>
<b>E-MAIL ADDRESS</b>	<b><a href="mailto:Piet.smit@ Stellenbosch.gov.za">Piet.smit@ Stellenbosch.gov.za</a></b>
<b>REPORT DATE</b>	<b>2019-02-07</b>

11.2.2	ACQUISITION OF ERF 1852
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Collaborator No:

IDP KPA Ref No: *Good Governance*

Meeting Date: 16 October 2019

### 1. SUBJECT: ACQUISITION OF ERF 1852

### 2. PURPOSE

To obtain council's permission to enter into a tender process to purchase the property, Erf 1852 on the corner of Plein and Ryneveld Street. The acquisition of Erf 1852 will address some of the need for municipal office space currently addressed through rental contracts.

### 3. DELEGATED AUTHORITY

Council must consider the matter.

### 4. EXECUTIVE SUMMARY

Council is currently renting office space in the CBD in three different buildings from 3 different companies. These lease agreements are concluded for a three-year period and is not a permanent solution to address the lack of office space.

There are currently 3 (three) lease agreements in place for office space in Stellenbosch CBD:

Name of building	Landlord	Size
Oude Bloemhof Building	Absa Bank Ltd	764.41m <sup>2</sup>
Ecclesia	Octofin Commercial (Pty) Ltd	2254.49m <sup>2</sup>
Eikestad Mall	Eikestad Joint Venture	989.31m <sup>2</sup>
<b>Total</b>		<b>4008.21m<sup>2</sup></b>

The lease agreements will cost the municipality **R33 192 125.20** over the next three financial years.

An advert was placed in the Eikestad newspaper for the sale of property Erf 1852 on the corner of Plein and Ryneveld Street. This is a unique opportunity to acquire office space on a large scale that does not come round regularly and for the CBD is rare. The property offers office space of 2065 m<sup>2</sup>. The last municipal valuation of the property was R 20 Million. This amount will be higher in the next valuation.

Erf 1852 offers office space of 2065 m<sup>2</sup>, which will be sufficient to accommodate staff that's situated in the ABSA Bank and Eikestad Mall buildings. In total the municipality will spend R14 187 974.36 over the next three financial years on rental cost for these two buildings.

The Chief Financial Officer made financial projections based on financing using own funds as well as external financing in order to determine the breakeven point (attached as Annexure B). In both instances the breakeven point would be reached in less than 10 years. The lifetime of the asset will evidently be much longer than 10 years and hence it would make sense to procure Erf 1852. The property also houses some commercial space that can bring additional income.

**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 11.2.2****RESOLVED** (majority vote with abstentions)

- (a) that the Municipal Manager be authorised to enter into a tender process for the acquisition of Erf 1852, Stellenbosch; and
- (b) that should the Municipality be the successful tenderer it be subject to Council's approval.

*Councillors DA Hendrickse and LK Horsband (Ms) requested that their votes of dissent be minuted.*

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	<b>ANNALENE DE BEER</b>
<b>POSITION</b>	<b>DIRECTOR</b>
<b>DIRECTORATE</b>	<b>Corporate Services</b>
<b>CONTACT NUMBERS</b>	<b>021-8088018</b>
<b>E-MAIL ADDRESS</b>	<a href="mailto:Annalene.deBeer@stellenbosch.gov.za">Annalene.deBeer@stellenbosch.gov.za</a>
<b>REPORT DATE</b>	<b>2019 –10-16</b>

11.3	FINANCIAL SERVICES: [PC: CLLR P CRAWLEY (MS)]
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NONE

11.4	HUMAN SETTLEMENTS: (PC: CLLR N JINDELA)
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11.4.1	DRAFT HOUSING ALLOCATION POLICY
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Collaborator No:

IDP KPA Ref No: *Good Governance*

Meeting Date: 16 & 23 October 2019

**1. SUBJECT: DRAFT HOUSING ALLOCATION POLICY**

**2. PURPOSE**

To obtain Council's approval for public consultation of the Draft Housing Allocation Policy for Stellenbosch Municipality.

**3. DELEGATED AUTHORITY**

Council

**4. EXECUTIVE SUMMARY**

The application is for Council to approve the Housing Allocation Policy to ensure the proper management of the Housing Demand Database system and that all prospective housing beneficiaries are selected from the Council's Database System. Council has noticed that there is confusion, perceived bias and favouritism in the allocation of houses. There is also widespread dissatisfaction around queue-jumping. Council is also concerned that many people do not understand the procedure for applying for government subsidy houses. It is Council's feeling that allocation procedures for subsidy houses should be transparent and accessible to all the residents of WC024

Council therefore supports the following objectives:

- Promotion of equal access to housing for WC024 residents
- Transparency
- Prevention of unfair discrimination
- Promotion of fair administrative justice
- Apply the principle of "first come first serve"
- Proper recording of all housing applicants

**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 11.4.1****RESOLVED** (majority vote with abstentions)

- (a) that Council adopts the Housing Allocation Policy as a draft, in principle; and
- (b) that the Draft Housing Allocation Policy for Stellenbosch Municipality be advertised for public comments, whereafter it be resubmitted to Council for final consideration and subsequent adoption.

**FOR FURTHER DETAILS CONTACT:**

<b><i>NAME</i></b>	<b>ROTANDA NONA SWARTBOOI</b>
<b><i>POSITION</i></b>	<b>MANAGER: HOUSING ADMINISTRATION</b>
<b><i>DIRECTORATE</i></b>	<b>PLANNING AND ECONOMIC DEVELOPMENT</b>
<b><i>CONTACT NUMBERS</i></b>	<b>021 808 8757</b>
<b><i>E-MAIL ADDRESS</i></b>	<b><u>Rotanda.Swartbooi@stellenbosch.gov.za</u></b>
<b><i>REPORT DATE</i></b>	

11.4.2	<b>IDENTIFICATION OF POSSIBLE INFILL HOUSING DEVELOPMENTS IN THE CLOETESVILLE AREA</b>
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**Collaborator No:**

**IDP KPA Ref No:** *Good Governance*

**Meeting Date:** 9 October 2019

**1. SUBJECT: IDENTIFICATION OF POSSIBLE INFILL HOUSING DEVELOPMENTS IN THE CLOETESVILLE AREA**

**2. PURPOSE**

- (i) To inform Council of studies that were undertaken to identify properties in Cloetesville for possible future development.
- (ii) To inform Council of a site visit that was undertaken by officials, the Ward Councillor, the Deputy Mayor and the representatives of the Backyarders Committee. During the site visit a few additional possible development sites were identified by the visiting group.
- (iii) To obtain Council's approval to enter into a tender process to develop some of the sites as identified in the paragraphs hereunder.

**3. DELEGATED AUTHORITY**

Council

**4. EXECUTIVE SUMMARY**

The Municipality commissioned two desktop studies in order to determine the suitability of Municipal owned vacant erven in Cloetesville for further infill development.

The first desktop study was undertaken to identify all Municipal owned vacant property in Cloetesville.

The second study zoomed in on the services available to all properties and from that four (4) properties have been identified with a higher possibility of successful development.

A site visit was undertaken by officials, the Ward Councillor, the Deputy Mayor and the representatives of the Backyarders Committee. During the site visit a few additional possible development sites were identified by the visiting group and will be elaborated on under paragraph 6, table 1, hereunder.

**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 11.4.2**

**RESOLVED** (majority vote)

- (a) that the Directorate: Planning and Economic Development be requested to conduct feasibility studies on all the erven that were identified in the Aurecon report, as well as the sites identified by the representatives of the Backyarders Committee except those mentioned in paragraph (c) below;

- 
- (b) that these studies include the feasibility for housing, including emergency housing, different housing typologies that address the challenges the communities are facing in the Cloetesville area; or whether it will be better suited for other community needs;
- (c) that the Municipal Manager be mandated to start an investigation into non-municipal land including properties owned by the national or provincial government that may be acquired by Council for housing purposes; and
- (d) that a feasibility study report be submitted as soon as possible but not later than the end of the current financial year.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Tabiso Mfeya
<b>POSITION</b>	<i>Director</i>
<b>DIRECTORATE</b>	<i>Planning &amp; Economic Development</i>
<b>CONTACT NUMBERS</b>	<i>021-808 8493</i>
<b>E-MAIL ADDRESS</b>	<i><u>Tabiso.Mfeya@ Stellenbosch.gov.za</u></i>
<b>REPORT DATE</b>	

11.5	INFRASTRUCTURE SERVICES: (PC: CLLR Q SMIT)
11.5.1	APPROVAL AND ADOPTION OF THE WATER SERVICE DEVELOPMENT PLAN 2019

Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

09 October 2019

**1. SUBJECT: APPROVAL AND ADOPTION OF THE WATER SERVICE DEVELOPMENT PLAN 2019**

**2. PURPOSE**

To submit the proposed Water Service Development Plan of the Stellenbosch Municipality to Council for approval.

**3. DELEGATED AUTHORITY**

COUNCIL.

The Water Service Development Plan must, in terms of the Water Services Act (Act 108 of 1997), be adopted by the Municipal Council.

**4. EXECUTIVE SUMMARY**

The current Water Service Development Plan (WSDP) must be updated every five years as directed by the Water Services Act. (Act 108 of 1997) and regulations relating to compulsory National Standard Measures to Conserve Water”.

The Water Services Development Plan contains provisions in support of basic human services, replacement and upgrading of old infrastructure, cleaned piped water, sanitation services and procedures relating to service connections to consumers, services specifications, compliance regulations and obligation matters relating to municipality's Constitutional obligation to effective service delivery, to all relevant legislation.

The WSDP propose to regulate all activities, infrastructure and entities associated with potable water, waste water generation, the disposal of sewerage effluent by all types of consumers

The proposed plan is also not in contradiction with any existing policies (e.g. credit control policy).

**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 11.5.1**

**RESOLVED** (majority vote)

- (a) that the content of this report be noted;
- (b) that the attached Draft Water Service Development Plan (2019) be approved in principle by Council;



- 
- (c) that the Department: Water & Wastewater Services invite public comment on the Water Services Development Plan (2019) by means of a notice in the local media; and
- (d) that Council approves the Water Services Development Plan (2019) after public comment has been considered.

*Councillors DA Hendrickse and LK Horsband (Ms) requested that their votes of dissent be minuted.*

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Deon Louw
<b>POSITION</b>	<b>Director</b>
<b>DIRECTORATE</b>	<b>Infrastructure Services</b>
<b>CONTACT NUMBERS</b>	<b>021 808 8213</b>
<b>E-MAIL ADDRESS</b>	<b><u><a href="mailto:Deon.louw@stellenbosch.gov.za">Deon.louw@stellenbosch.gov.za</a></u></b>
<b>REPORT DATE</b>	<b>04 October 2019</b>

11.6	<b>PARKS, OPEN SPACES AND ENVIRONMENT: (PC: XL MDEMKA (MS))</b>
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11.6.1	<b>DRAFT TREE MANAGEMENT POLICY OF MUNICIPAL TREES WITHIN WC024</b>
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**Collaborator No:** 664071  
**IDP KPA Ref No:** Strategic Focus Area 2  
**Meeting Date:** 09 October 2019

**1. SUBJECT: DRAFT TREE MANAGEMENT POLICY OF MUNICIPAL TREES WITHIN WC024**

**2. PURPOSE**

For Council to consider and approve the Draft Tree Management Policy on municipal trees within WC024.

**3. DELEGATED AUTHORITY**

Council

**4. EXECUTIVE SUMMARY**

The policy is developed for the management of trees within the WCO24. The tree policy addresses all tree related aspects to ensure effective functionality of daily operations. The amendments will ensure the consistent application of the policy by all users.

**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 11.6.1**

**RESOLVED** (nem con)

- (a) that the attached Draft Tree Management Policy be accepted by Council;
- (b) that Council approves the advertisement of the Draft Tree Management Policy (August 2019) for a period of 60 days for public input; and
- (c) that the inputs received during the above public participation process be worked into a final draft Tree Management Policy to be presented to Council for approval.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	TAMMY LEIBRANDT
<b>POSITION</b>	MANAGER: ENVIRONMENTAL MANAGEMENT
<b>DIRECTORATE</b>	COMMUNITY AND PROTECTION SERVICES
<b>CONTACT NUMBERS</b>	021 808 8180
<b>E-MAIL ADDRESS</b>	tammy.leibrandt@stellenbosch.gov.za
<b>REPORT DATE</b>	30 July 2019

11.7	<b>PLANNING AND ECONOMIC DEVELOPMENT: (PC:CLLR E GROENEWALD (MS))</b>
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NONE

11.8	<b>RURAL MANAGEMENT AND TOURISM: (PC: CLLR S PETERS)</b>
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NONE

11.9	<b>YOUTH, SPORTS AND CULTURE: (PC: CLLR M PIETERSEN)</b>
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11.9.1	<b>REVIEWING OF THE POLICY ON LEASING AND USE OF MUNICIPAL HALLS</b>
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Collaborator No: 662957  
IDP KPA Ref No: Good Governance  
Meeting Date: 09 October 2019

**1. SUBJECT: REVIEWING OF THE POLICY ON LEASING AND USE OF MUNICIPAL HALLS**

**2. PURPOSE**

To inform Council about the revision done on the Leasing and Use of Municipal Halls Policy and to obtain Council approval.

**3. DELEGATED AUTHORITY**

COUNCIL

**4. EXECUTIVE SUMMARY**

The policy has reached its maturity and the department identified elements to be revised. The amendments will ensure the consistent application of the policy by all respective users.

**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 11.9.1**

**RESOLVED** (majority vote)

that the attached draft revised policy on the hiring and use of municipal halls be approved in principle, and be circulated for public comments for 30 days before it is re-submitted for final approval.

*Councillors F Adams; DA Hendrickse and LK Horsband (Ms) requested that their votes of dissent be minuted.*

11.10	<b>MUNICIPAL MANAGER</b>
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NONE

12.	<b>CONSIDERATION OF ITEMS, REPORTS, COMMUNICATIONS, PETITIONS AND APPLICATIONS SUBMITTED VIA THE OFFICE OF THE MUNICIPAL MANAGER</b>
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12.1	<b>MUNICIPAL PUBLIC ACCOUNTS COMMITTEE (MPAC): [CLLR WF PIETERSEN]</b>
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12.1.1	<b>THE OUTCOME OF THE INVESTIGATION INTO THE APPOINTMENT OF PLAN ASSOCIATES TOWN AND REGIONAL PLANNERS INC AND THE SEQUENCE OF EVENTS THAT ULTIMATELY ENDED UP IN A SECTION 116 APPOINTMENT BY COUNCIL</b>
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**Collaborator No:**

**IDP KPA Ref No:**

**Meeting Date:**

**Good Governance**

**18 & 23 October 2019**

**1. SUBJECT: THE OUTCOME OF THE INVESTIGATION INTO THE APPOINTMENT OF PLAN ASSOCIATES TOWN AND REGIONAL PLANNERS INC AND THE SEQUENCE OF EVENTS THAT ULTIMATELY ENDED UP IN A SECTION 116 APPOINTMENT BY COUNCIL**

**2. PURPOSE OF REPORT**

To report the outcome of the investigation into the appointment of Plan Associates Town and Regional Planners INC and the sequence of events that ultimately ended up in a Section 116 appointment by council.

**3. DELEGATED AUTHORITY**

Council

**4. EXECUTIVE SUMMARY**

At the MPAC meeting of 20 March 2019, it requested the Financial Services directorate to lodge a comprehensive internal investigation into the appointment of Plan Associates Town and Regional Planners INC and to investigate the sequence of events that ultimately ended up in a Section 116 appointment by council.

The outcome of the investigation is attached as **ANNEXURE A**.

**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 12.1.1****RESOLVED** (majority vote)

- (a) that Council takes note of the content of the report attached hereto as ANNEXURE A;  
and
- (b) that Council certifies the irregular expenditure of R1 042 362.57 as irrecoverable and  
that this amount be written off.

*Councillors DA Hendrickse and LK Horsband (Ms) requested that their votes of dissent be minuted.*

12.1.2	<b>CONSIDERATION OF IRREGULAR EXPENDITURE INCURRED RELATING TO SERVICES RENDERED BY SG SUPPLY CHAIN SERVICE PTY LTD</b>
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**Collaborator No:**

**IDP KPA Ref No:**

**Meeting Date:**

**Good Governance**

**18 & 23 October 2019**

**1. SUBJECT: CONSIDERATION OF IRREGULAR EXPENDITURE INCURRED RELATING TO SERVICES RENDERED BY SG SUPPLY CHAIN SERVICE PTY LTD**

**2. PURPOSE OF REPORT**

To provide information regarding the irregular expenditure incurred for investigation by MPAC and to be recommended to and consideration by Council to write off the irregular expenditure as irrecoverable in terms of the MFMA Section 32 (2). The irregular expenditure with regard to the procurement of services for the repairs to Selwood Diesel Pump is regarded as irregular because it breached the procurement process.

**3. DELEGATED AUTHORITY**

Council to write off the irregular expenditure as irrecoverable as the specific nature of the breach is a breach of the procurement process, not impacting in any significant way on the essential fairness, equity, transparency, competitiveness or cost effectiveness, for the payment of SG Supply Chain Services Pty Ltd.

**4. EXECUTIVE SUMMARY**

The Wastewater Treatment Department make use of a Selwood diesel driven mobile pump, with registration number CL 23859 to clean process units at Wemmershoek and Klappmuts Wastewater Plants on a regular basis. On the 26<sup>th</sup> April 2018 the pump caught fire while in operation. Due to previous non-starting problems of the diesel pump the department followed an FQ process to source a pump for hire from prospective service providers. SG Supply Chain Services Pty Ltd was the successful service provider for FQ 38/19, issued on the 2<sup>nd</sup> May 2018 order number 348009. The department would make use of the said FQ 38/19 to hire a six inch (6inch) diesel pump as and when needed. On the 2<sup>nd</sup> May a need aroused that we had to urgently clean a Klappmuts Wastewater Plants' process unit (Chlorine Contact Channel) urgently and requested a pump from the service provider to be used the next day as per order number 348009. The department was informed that SG Supply Chain Service Pty Ltd don't have a pump available the next week (by 9<sup>th</sup> May 2018) but the service provider could inspect the Selwood diesel pump as they were busy in the Stellenbosch area at the time.

The intent was in good faith as it was in the interest of service delivery. The benefits are that Environmental compliance into the Berg River was maintained, Effluent compliance in terms of Green Drop as managed by the Department of Water and Sanitation (DWS). The Stellenbosch Municipality subscribes to the pillars of a "Green and Sustainable Valley" and "Good Governance & Compliance".

While the process was admittedly flawed, it is agreed that there were no *male fide*, personal gain or loss for Council, and it is requested that consideration be given to certify the irregular expenditure as irrecoverable and that it be written off.

**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 12.1.2****RESOLVED** (nem con)

- (a) that Council takes note of the content of the report by the officials; and
- (b) that Council certifies the irregular expenditure of R7 306.00 as irrecoverable and that this amount be written off.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Deon Louw
<b>POSITION</b>	<i>Director: Infrastructure Services</i>
<b>DIRECTORATE</b>	<i>Infrastructure Services</i>
<b>CONTACT NUMBERS</b>	<i>021 808 8213</i>
<b>E-MAIL ADDRESS</b>	<u><i>Deon.louw@stellenbosch.gov.za</i></u>
<b>REPORT DATE</b>	<i>2019/05/29</i>

13.	<b>REPORTS BY THE MUNICIPAL MANAGER</b>
13.1	<b>OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY - REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: <u>QUARTER 1 (01 JULY 2019 - 30 SEPTEMBER 2019)</u></b>

**Collaborator No:**

**IDP KPA Ref No:** Financial Sustainability (KFA 59: Supply Chain Management)

**File nr:** 8/1/3/3/2

**Meeting Date:** 23 October 2019

**1. SUBJECT: OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY - REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: QUARTER 1 (01 JULY 2019 - 30 SEPTEMBER 2019)**

**2. PURPOSE**

To submit to Executive Management a report for the period 01 July 2019 – 30 September 2019 on the implementation of Council's Supply Chain Management Policy. The report covers the performance of the various delegated functions and the implementation thereof.

**3. FOR DECISION BY MUNICIPAL COUNCIL**

Section 6 (3) & 4 of the SCM Policy 2019/2020 determines that the Accounting Officer must within 10 days at the end of each quarter; submit a report on the implementation of the SCM Policy to the Executive Mayor. This report must be made public in accordance with section 21A of the Municipal Systems Act (32 of 2000).

**4. EXECUTIVE SUMMARY**

On a quarterly basis the Accounting Officer must submit a report on the implementation of the Supply Chain Management Policy to the Executive Mayor. In terms of the SCM Regulations and Council's SCM Policy the SCM unit has been delegated to perform powers and functions that related to the procurement of goods and services, disposal of goods no longer needed, the selection of contractors to provide assistance in the provision of municipal services.

**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 13.1**

**RESOLVED** (majority vote)

- (a) that Council takes note of this report and **ANNEXURE A** attached to the report; and
- (b) that the report be made public in accordance with section 21A of the Municipal Systems Act.



13.2	<b>INTEGRATED HUMAN SETTLEMENTS PLAN: STELLENBOSCH MUNICIPALITY</b>
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**Collaborator No:**

**IDP KPA Ref No:**

**Meeting Date:**

23 October 2019

**1. SUBJECT: INTEGRATED HUMAN SETTLEMENTS PLAN: STELLENBOSCH MUNICIPALITY**

**2. PURPOSE**

To provide Council with a draft Integrated Human Settlements Plan (IHSP) which follows the Urban Development Strategy (UDS) and a number of other national, provincial, regional and local *planning* studies.

The key objectives of this IHSP is to:

- Be compliant with relevant legislation and policy directives;
- Confirm and apply the following elements of human settlement addressed in the UDS:
  - a) Statement of vision;
  - b) Growth-and-development paths with specific reference to housing demand (land and units) including the social need for houses i.e. housing for the indigent;
  - c) Investment framework with specific reference to the dimensions of funds-flow that are of importance for the Stellenbosch Municipality; and
  - d) Management framework, i.e. guidelines to steer decision-making on the implementation of the preferred growth-and-development path(s);
- Review and consolidate housing supply (in particular, by government); and
- Facilitate dialogue about preferred interventions and preferred growth-and-development outcomes.

**3. DELEGATED AUTHORITY**

Council

**4. EXECUTIVE SUMMARY**

The Stellenbosch Municipality identified the need to set a 'new' growth-and-development path. A growth-and-development path essentially guides land development to effect change, i.e. to deal with urban challenges, opportunities and constraints. The Urban Development Strategy (UDS) attempts to ensure a principle-led response to the use and development of land over a 20-year period. In this context and following the UDS, the Integrated Human Settlement Plan (as previously distributed) addresses the entire spectrum of housing across different socio-economic categories and price gradients. The 'rural' component of the growth-and-development path was, amongst others, informed by the Status Quo Report (dated March 2017) of the Rural Area Plan.

**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 13.2****RESOLVED** (majority vote)

- (a) that Council notes the responses received from the public participation process with respect to the Integrated Human Settlements Plan (IHSP);
- (b) that Council takes note of the request for an additional information session with especially with the residents of Onder-Papegaaiberg and other stakeholders;
- (c) that a public meeting is scheduled on 29 October 2019 to address the concerns raised in the comments received from the public; and
- (d) that the departments Roads, Transport, Stormwater and Traffic Engineer, Spatial Planning and Housing Development make presentations as suggested in the correspondence of Stellenbosch Interest Group.

*Councillors DA Hendrickse and LK Horsband (Ms) requested that their votes of dissent be minuted.*

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Tabiso Mfeya
<b>POSITION</b>	<i>Director</i>
<b>DIRECTORATE</b>	<i>Director: Planning &amp; Economic Development</i>
<b>CONTACT NUMBERS</b>	<i>021 808 8491</i>
<b>E-MAIL ADDRESS</b>	<i>tabiso.mfeya@stellenbosch.gov.za</i>
<b>REPORT DATE</b>	

13.3	<b>ADOPTION OF THE STELLENBOSCH INFORMAL TRADING POLICY</b>
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

23 October 2019

**1. SUBJECT: ADOPTION OF THE STELLENBOSCH INFORMAL TRADING POLICY****2. PURPOSE**

To request Council to adopt the Informal Trading Policy after considering comments received from the public.

**3. DELEGATED AUTHORITY**

Council

**4. EXECUTIVE SUMMARY**

The Stellenbosch Informal Trading Policy, which guides the strategic direction in terms of informal trading, has been advertised for public comments and are now presented to Council for adoption after considering the comments from the public.

**32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 13.3****RESOLVED** (majority vote)

- (a) that, after considering the comments made by the public, Council adopts the Stellenbosch Informal Trading Policy; and
- (b) that the Stellenbosch Informal Trading By-Law be amended to incorporate the objectives and provisions as incorporated in the Informal Trading Policy.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Tabiso Mfeya
<b>POSITION</b>	<i>Director</i>
<b>DIRECTORATE</b>	<i>Planning &amp; Economic Development</i>
<b>CONTACT NUMBERS</b>	<i>021 808 8491</i>
<b>E-MAIL ADDRESS</b>	<i>tabiso.mfeya@stellenbosch.gov.za</i>
<b>REPORT DATE</b>	<i>10-10-2019</i>

14.	<b>CONSIDERATION OF NOTICES OF QUESTIONS AND NOTICES OF MOTIONS RECEIVED BY THE SPEAKER</b>
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14.1	<b>QUESTION 1 BY CLLR F ADAMS: PUBLIC MEETINGS: WARD COUNCILLORS AND WARD COMMITTEES</b>
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A Notice of Question, dated 2019-09-26, was received from Councillor F Adams.

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

**FOR CONSIDERATION**

**30<sup>TH</sup> COUNCIL MEETING: 2019-10-23: ITEM 14.1**

The response on Cllr F Adams's question was NOTED. The Speaker RULED that Cllr F Adams is welcome to pose a follow-up question at the next Council meeting.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Geraldine Mettler (Ms)
<b>POSITION</b>	<i>Municipal Manager</i>
<b>DIRECTORATE</b>	<i>Office of the Municipal Manager</i>
<b>CONTACT NUMBERS</b>	<i>021 808-8025</i>
<b>E-MAIL ADDRESS</b>	<i>Municipal.Manager@stellenbosch.gov.za</i>
<b>REPORT DATE</b>	<i>2019-10-23</i>

<b>14.2</b>	<b>MOTION BY COUNCILLOR F ADAMS: PARKING CHARGES / PAYMENTS OF MUNICIPAL STAFF</b>
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A Notice of a Motion, dated 2019-09-30, was received from Councillor F Adams regarding the parking charges / payments of municipal staff.

The said Motion is attached as **APPENDIX 1**.

**FOR CONSIDERATION**

**30<sup>TH</sup> COUNCIL MEETING: 2019-10-23: ITEM 14.2**

The Speaker allowed Councillor F Adams to put his Motion, duly seconded. After the Motion was motivated, the Speaker allowed debate on the matter.

The matter was put to the vote, yielding a result of 7 in favour and 24 against.

**RESOLVED** (majority vote)

that this Motion not be accepted.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Geraldine Mettler (Ms)
<b>POSITION</b>	<i>Municipal Manager</i>
<b>DIRECTORATE</b>	<i>Office of the Municipal Manager</i>
<b>CONTACT NUMBERS</b>	<i>021 808-8025</i>
<b>E-MAIL ADDRESS</b>	<i><u>Municipal.Manager@ Stellenbosch.gov.za</u></i>
<b>REPORT DATE</b>	<i>2019-10-23</i>

<b>14.3</b>	<b>MOTION BY COUNCILLOR DA HENDRICKSE: CANCELLATION OF LEASE ON FARM 502X</b>
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A Notice of a Motion, dated 2019-10-08, was received from Councillor DA Hendrickse regarding the cancellation of lease on Farm 502X.

The said Motion is attached as **APPENDIX 1**.

**FOR CONSIDERATION**

**30<sup>TH</sup> COUNCIL MEETING: 2019-10-23: ITEM 14.3**

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

The matter was put to the vote, yielding a result of 3 in favour and 24 against.

**RESOLVED** (majority vote)

that this Motion not be accepted.

*The Executive Mayor requested that the Municipal Manager investigate this matter as a matter of urgency.*

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Geraldine Mettler (Ms)
<b>POSITION</b>	<b><i>Municipal Manager</i></b>
<b>DIRECTORATE</b>	<b><i>Office of the Municipal Manager</i></b>
<b>CONTACT NUMBERS</b>	<b><i>021 808-8025</i></b>
<b>E-MAIL ADDRESS</b>	<b><i><u>Municipal.Manager@stellenbosch.gov.za</u></i></b>
<b>REPORT DATE</b>	<b><i>2019-10-23</i></b>

14.4	<b>MOTION BY COUNCILLOR DA HENDRICKSE: LEASE AGREEMENT OF KVV PTY (LTD) ON FARM 369P, STELLENBOSCH</b>
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A Notice of a Motion, dated 2019-10-08, was received from Councillor DA Hendrickse regarding lease agreement of KVV PTY (LTD) on Farm 369P, Stellenbosch.

The said Motion is attached as **APPENDIX 1**.

#### **FOR CONSIDERATION**

#### **30<sup>TH</sup> COUNCIL MEETING: 2019-10-23: ITEM 14.4**

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

The matter was put to the vote, yielding a result of 3 in favour and 25 against.

**RESOLVED** (majority vote)

that this Motion not be accepted.

*Councillors DA Hendrickse and LK Horsband (Ms) requested that it be minuted that they were in favour of the Motion.*

#### **FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Geraldine Mettler (Ms)
<b>POSITION</b>	<i>Municipal Manager</i>
<b>DIRECTORATE</b>	<i>Office of the Municipal Manager</i>
<b>CONTACT NUMBERS</b>	<i>021 808-8025</i>
<b>E-MAIL ADDRESS</b>	<i>Municipal.Manager@stellenbosch.gov.za</i>
<b>REPORT DATE</b>	<i>2019-10-23</i>

15.	<b>CONSIDERATION OF URGENT MOTIONS</b>
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NONE

16.	<b>URGENT MATTERS SUBMITTED BY THE MUNICIPAL MANAGER</b>
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NONE

17.	<b>REPORTS SUBMITTED BY THE SPEAKER</b>
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NONE

18.	<b>REPORTS SUBMITTED BY THE EXECUTIVE MAYOR</b>
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NONE

19.	<b>MATTERS TO BE CONSIDERED IN-COMMITTEE</b>
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(See pink documentation)

The meeting adjourned at 15:50.

**CHAIRPERSON:** .....

**DATE:** .....

**Confirmed on** ..... **with/without amendments**



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7.2	<b>CONFIRMATION OF MINUTES OF AN URGENT COUNCIL MEETING: 2019-11-11</b>
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The minutes of an Urgent Council Meeting: 2019-11-11 is attached as **APPENDIX 1**.

**FOR CONFIRMATION**

# **APPENDIX 1**



**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/1/5

2019-11-11

**MINUTES**

**URGENT MEETING OF THE COUNCIL  
OF STELLENBOSCH MUNICIPALITY**

**2019-11-11 AT 10:00**

**Detailed account of the meeting proceedings is available on audio recording, which is obtainable from The Municipal Manager's Office per Request for Information (RFI)**

**MINUTES**  
**URGENT MEETING OF THE COUNCIL**  
**OF STELLENBOSCH MUNICIPALITY**

2019-11-11

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**MINUTES OF AN URGENT MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY HELD ON 2019-11-11 AT 10:00 IN THE COUNCIL CHAMBER, TOWN HOUSE, PLEIN STREET, STELLENBOSCH**

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<b>PRESENT</b>	The Speaker, Cllr WC Petersen (Ms) [Chairperson] The Executive Mayor, Ald G Van Deventer (Ms) The Deputy Executive Mayor, Cllr N Jindela	
<b>COUNCILLORS</b>	FJ Badenhorst FT Bangani-Menziwa (Ms) Ald PW Biscoombe PR Crawley (Ms) A Crombie (Ms) Z Dalling (Ms) R Du Toit (Ms) J Fasser A Florence AR Frazenburg E Fredericks (Ms) T Gosa E Groenewald (Ms) DA Hendrickse JK Hendriks	MC Johnson C Manuel NE Mcombring (Ms) (until 12:00) XL Mdemka (Ms) C Moses (Ms) RS Nalumango (Ms) N Olayi SA Peters MM Pietersen SR Schäfer Ald JP Serdyn (Ms) N Sinkinya (Ms) (until 11:30) Q Smit LL Stander E Vermeulen

\*\*\*\*\*

<b>Officials:</b>	Municipal Manager (Ms G Mettler) Chief Financial Officer (K Carolus) Director: Corporate Services (Ms A De Beer) Director: Infrastructure Services (D Louw) Director: Planning and Economic Development (T Mfeya) Acting Director: Community and Protection Services (A vd Merwe) Senior Manager: Governance (Ms S De Visser) Chief Audit Executive (F Hoosain) Manager: Secretariat (EJ Potts) Senior Administration Officer (T Samuels (Ms)) Committee Clerk (N Mbali (Ms)) Interpreter (J Tyatyeka)
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1.	<b>OPENING AND WELCOME</b>
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The Speaker, Ms WC Petersen, welcomed all present at the Urgent Council meeting and expressed the hope that all will enjoy the various deliberations and fruitful discussions from the different speakers on the topics at hand.

It is with sadness that she informed Council of the passing of **Ex. Mayor, Mr Willie Meyer** at the age of 86 years and **Ex Deputy Mayor, Mr Cameron Mchako** (56 years) as well as Mr **Peter Mapira** (44 years), who worked in Ecclesia Building. She asked the meeting to remember them for their services to our broader communities. Today is Remembrance Day and she asked that we remember our heroes who have died in the end of the world war. Let us join in keeping the family and friends of the departed in our thoughts and prayers during this difficult time. A moment of silence was observed.

2.	<b>APPLICATION FOR LEAVE OF ABSENCE</b>
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2.1 The following applications for leave of absence were approved in terms of the Rules of Order By-law of Council:-

Cllr F Adams	– 11 November 2019
Cllr G Cele (Ms)	– 11 November 2019
Cllr JG Hamilton	– 11 November 2019
Cllr LK Horsband (Ms)	– 11 November 2019
Cllr DD Joubert	– 11 November 2019
Cllr MD Oliphant	– 11 November 2019
Cllr WF Pietersen	– 11 November 2019
Cllr M Mananga-Gugushe (Ms)	– 11 November 2019
Cllr P Sitshoti (Ms)	– 11 November 2019

2.2 Permission was granted to Councillors N Sinkinya (Ms) and NE Mcombring (Ms) to leave the meeting earlier (at 11:30 and 12:00 respectively).

2.3 ABSENT

Cllr JG Hanekom	– 11 November 2019
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3.	<b>DISCLOSURE OF INTERESTS</b>
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NONE

During the Declaration of Interest, Councillor DA Hendrickse informed the Speaker that not all Councillors received the Agenda of this Urgent Council meeting in time. He also referred to the In-Committee Agenda which was not distributed as indicated on the index of the Agenda and requested the Speaker to either cancel or postpone this meeting.

The Speaker afforded the Municipal Manager an opportunity to speak on the urgency of the items on the Agenda. The Municipal Manager referred to Clauses 5.4 and 8.2 of Council's Rules of Order By-law and stated that a notice of said meeting was indeed distributed as prescribed and that ample time was given to Councillors to prepare for the meeting, as prescribed in the above clauses.

She informed the meeting that, after consultation with the Speaker, the In-Committee Item 4.3 (ACQUISITION OF ERF 1852, STELLENBOSCH) as per the index of the Agenda, will be withdrawn, due to outstanding documentation. She explained the urgency of items 4.1 and 4.2 on the Agenda and mentioned that there is a possible 4<sup>th</sup> item that might serve, but she will deal with the matter during the course of the meeting.

4.	<b>URGENT MATTERS SUBMITTED BY THE MUNICIPAL MANAGER</b>
4.1	<b>CONFIRMATION OF THE MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK IN RESPONSE TO THE COUNCIL DECISION OF 2 AUGUST 2019</b>

**Collaborator No:**

**IDP KPA Ref No:**

**Meeting Date:**

**Urgent Council: 11 November 2019**

**1. SUBJECT: CONFIRMATION OF THE MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK IN RESPONSE TO THE COUNCIL DECISION OF 2 AUGUST 2019**

**2. PURPOSE**

To obtain Council's confirmation of the maps contained in the *mSDF* after the final approval of the *mSDF* on 2 August 2019.

**3. DELEGATED AUTHORITY**

Council.

**4. EXECUTIVE SUMMARY**

After submission of the *mSDF* to the province, we received a letter dated 4 November 2019 (see **ANNEXURE 1**) requesting Council to confirm the urban edge maps, in particular figure 28 (see page 70 of the *mSDF*) in line with the Council resolution w.r.t. the *mSDF* adoption dated 2 August 2019. This is due to Council's request to exclude erf 1049/3, i.e. Brandwacht, from the urban edge. On the basis of the Council resolution taken on 2 August 2019, it is required that Council confirm the maps, in particular figure 28 in line with the Council decision.

The letter from the provincial government also indicated an error with the urban edge in the northern extension regarding the farm 81/33 which should be included within the urban edge.

Once Council has had an opportunity to confirm the 2019 *mSDF* with the urban edges, the *mSDF* together with the related IDP Amendment which takes the new *mSDF* into account, will be submitted to Minister Anton Bredell (Minister of Local Government, Environmental Affairs and Development Planning) in accordance with section 14 of the Western Cape Land Use Planning Act, 2014 (LUPA).

**URGENT COUNCIL MEETING: 2019-11-11: ITEM 4.1**

**RESOLVED** (majority vote)

- (a) that the corrected maps aligned with the approved IDP Amendment as contained in the *mSDF* attached as **ANNEXURE 2** be approved and confirmed as the final maps outlining the urban edge, as per Council decision of 2 August 2019; and



- 
- (b) that the approved *mSDF* and IDP Amendment be submitted within 10 working days to the Minister of Local Government, Environmental Affairs and Development Planning, as required in accordance with section 14 of the Western Cape Land Use Planning Act, 2014 (LUPA).

*Councillor DA Hendrickse requested that his vote of dissent be minuted.*

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Bernabe de la Bat
<b>POSITION</b>	Manager Spatial Planning
<b>DIRECTORATE</b>	Planning and Economic Development
<b>CONTACT NUMBERS</b>	021 – 808 8653
<b>E-MAIL ADDRESS</b>	Bernabe.delabat@ Stellenbosch.gov.za
<b>REPORT DATE</b>	7 November 2019

MINUTES

URGENT MEETING OF THE COUNCIL  
OF STELLENBOSCH MUNICIPALITY

2019-11-11

4.2	<b>PROPOSED SETTLEMENT AGREEMENT IN THE MATTER BETWEEN LA CONCORDE SOUTH AFRICA (PTY) LTD (“LA CONCORDE”) VS STELLENBOSCH MUNICIPALITY IN REGARD TO FARM 369P AND FARM 370 STELLENBOSCH</b>
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**Collaborator No:****IDP KPA Ref No:**

Good Governance

**Meeting Date:**

Urgent Council: 11 November 2019

**1. SUBJECT: PROPOSED SETTLEMENT AGREEMENT IN THE MATTER BETWEEN LA CONCORDE SOUTH AFRICA (PTY) LTD (“LA CONCORDE”) VS STELLENBOSCH MUNICIPALITY IN REGARD TO FARM 369P AND FARM 370 STELLENBOSCH**

**2. PURPOSE**

To get Council approval for the proposed settlement agreement in the legal proceedings between La Concorde and Stellenbosch Municipality.

**3. DELEGATED AUTHORITY FOR DECISION BY COUNCIL**

As the proposed settlement agreement the lease of land Council must approve the agreement.

**4. EXECUTIVE SUMMARY**

Stellenbosch Municipality entered into a long term lease agreement with KVV in terms of which Farm 369P and Farm 370 Stellenbosch (also known as “Grondves”) was leased to KVV, copies of which is annexed as **ANNEXURE “A”**. KVV was converted to a company called KVV (Pty) Ltd on 2 December 1997 and further changed to KVV South Africa (Pty) LTD on 7 August 1999. There was a further name change on 5 January 2017 to La Concorde South Africa (Pty) LTD (page 3 **ANNEXURE B**). There was never a request to cede the agreement to La Concorde.

A private developer approached the Municipality to construct a road over Grondves Farm in light of the Provincial Department of Transport and the Engineering Department of the Municipality supporting the developer’s development on condition that the road should be constructed over Grondves Farm. In light of the aforesaid, the Manager: Property Management informed La Concorde of the request that a portion of the lease area be utilized for purposes of a road and gave notice that a portion of 1.66ha will be excluded from the lease property. This decision was taken by the Manager Property Development under delegated authority in terms of Delegation 541 (of the 2015 delegations) read with clause 20 of the lease agreement. The decision of the Manager: Property Management was taken on appeal in terms of section 62 of the Municipal Systems Act. The appeal authority (municipal Manager) upheld the decision of the Manager: Property Management pursuant to considering all the relevant facts of the matter. La Concorde brought a High Court application challenging the decision taken by the Manager: Property Management as confirmed on appeal to have a portion of lease property excluded from the lease property for purposes of a road as well as the validity of the exemption certificate issued by the Director: Planning and Economic Development. The application further challenges the constitutionality of section 24(1)(e) of the By-law and section 61(2)(c) of LUPA, a copy of the application is attached hereto as **ANNEXURE “B”**.

The Municipality obtained verbal advice from senior advocate that the decision of the Municipality to exclude a portion of 1.66ha from the lease area does not amount to administrative action but is a decision based on a contract. In light of the aforesaid and in an attempt to settle the ongoing dispute with La Concorde, the Municipality made a settlement offer to settle the matter.

La Concorde made a counter settlement proposal which consists of the following:

"The matter is settled on the following terms:

- a. that an addendum to the lease agreement be entered into on the basis that the land comprising the extension of Schuilplaats Road and the portion of land between Schuilplaats Road and the R44 be excluded from the current lease agreement.
  - b. That the lease agreement be ceded by La Concorde to KWV.
  - c. Each party to pay its own costs.
2. Alternatively, the matter is settled on the following terms:
- a. That an addendum to the lease agreement be entered into on the basis that the land comprising the extension of Schuilplaats Road and the portion of land between Schuilplaats Road and the R44 be excluded from the lease agreement.
  - b. Your client agrees to amend the lease agreement.
    - i. to allow our client to sublet the leased property to KWV, alternatively a lessee of our client's choosing.
    - ii. Our client has the right to cancel the lease agreement if it so chooses during the remaining term of the lease agreement.
    - iii. Each party to pay its own costs."

A copy of the letter is annexed hereto as **ANNEXURE "C"**:

#### **URGENT COUNCIL MEETING: 2019-11-11: ITEM 4.2**

During debate on the matter, Councillor DA Hendrickse requested that it be minuted that the Asset Transfer Regulations has not been complied with.

#### **RESOLVED** (majority vote)

- (a) that the matter is settled on the following terms:
  - (aa) that an addendum to the lease agreement be entered into on the basis that the land comprising the extension of Schuilplaats Road and the portion of land between Schuilplaats Road and the R44 be excluded from the lease agreement;
  - (bb) that the Municipality agrees to amend the lease agreement:
    - (i) to allow La Concord to sublet the leased property to KWV, alternatively a lessee of La Concorde's choosing for a period of not more than 5 years;
    - (ii) that La Concorde has the right to cancel the lease agreement if it so chooses during the remaining term of the lease agreement.

MINUTES

URGENT MEETING OF THE COUNCIL  
OF STELLENBOSCH MUNICIPALITY

2019-11-11

- 
- (b) that the agreement is in full and final settlement of the entire High Court Application launched under case 22807/2018; and
- (c) each party to pay its own costs.

*Councillor DA Hendrickse requested that his vote of dissent be minuted.*

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	GARALDINE METTLER
<b>POSITION</b>	MUNICIPAL MANAGER
<b>DIRECTORATE</b>	MUNICIPAL MANAGER
<b>CONTACT NUMBERS</b>	021 808 8025
<b>E-MAIL ADDRESS</b>	MUNICIPAL.MANAGER@STELLENBOSCH.ORG.ZA
<b>REPORT DATE</b>	8 NOVEMBER 2019

4.3	<b>ACQUISITION OF ERF 1852, STELLENBOSCH (IN-COMMITTEE)</b>
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The Speaker **RULED** that this matter is withdrawn.

4.4	<b>RESIGNATION OF THE SPEAKER: CLLR WC PETERSEN (MS) AND ELECTION OF AN ACTING SPEAKER</b>
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The Municipal Manager, Ms G Mettler, informed Council that she received a letter from the Speaker, Cllr WC Petersen (Ms), wherein she resigned as Speaker of Council on 2019-11-11 and requested that this matter be dealt with as an Urgent matter, in terms of Rule 8.2 of Council's Rules of Order By-Law.

The Municipal Manager took over the Chair from the Speaker and read the resignation letter of Cllr WC Petersen (Ms) into the records. In line with Section 39(a) a vacancy has occurred.

Therefore, in line with Section 41 of the Structures Act, the Municipal Manager called for the nominations for an Acting Speaker and referred Council to the procedures set out in Schedule 3 of the Structures Act.

The DA requested a caucus, and the Municipal Manager, as Presiding Officer of the meeting, allowed the caucus.

When the meeting resumed, the Municipal Manager in line with Schedule 3(2) called for the nomination of candidates as Acting Speaker.

Two (2) duly signed nominations were received, i.e. Councillor N Jindela and Councillor C Moses (Ms).

Councillor N Jindela announced that he resigns as Deputy Executive Mayor of Council before he accepts the nomination as Acting Speaker, as is also indicated on the nomination form.

A secret ballot in terms of item 6 of Schedule 3 of the Local Government: Municipal Structures Act took place, yielding the following results:

Councillor N Jindela            =        28 votes

Councillor C Moses (Ms)      =        3 votes

31 ballot papers were handed out of which 0 were spoilt.

The Municipal Manager then

**DECLARED**

Councillor N Jindela as duly elected Acting Speaker.

The Municipal Manager handed over the Chair to the Acting Speaker, Cllr N Jindela.

The Acting Speaker announced that a Special Meeting will be held on Thursday, 14 November 2019 at 16:00 to elect a Speaker and Deputy Executive Mayor. A notice of the Special Council meeting will be distributed in due course.

The meeting adjourned at 12:30.

**CHAIRPERSON:** .....

**DATE:** .....

**Confirmed on** ..... **with/without amendments**

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7.3	<b>CONFIRMATION OF MINUTES OF A SPECIAL COUNCIL MEETING: 2019-11-14</b>
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The minutes of a Special Council Meeting: 2019-11-14 is attached as **APPENDIX 1**.

**FOR CONFIRMATION**

# **APPENDIX 1**





# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref. no.3/4/1/5

2019-11-14

## MINUTES

### SPECIAL MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY

**2019-11-14 AT 16:00**

Detailed account of the meeting proceedings is available on audio recording, which is obtainable from The Municipal Manager's Office per Request for Information (RFI)

**MINUTES**  
**SPECIAL MEETING OF THE COUNCIL**  
**OF STELLENBOSCH MUNICIPALITY**  
**2019-11-14**  
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**MINUTES OF A SPECIAL MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY HELD ON 2019-11-14 AT 16:00 IN THE COUNCIL CHAMBER, TOWN HOUSE, PLEIN STREET, STELLENBOSCH**

**PRESENT** The Speaker, Cllr N Jindela [Chairperson]  
The Executive Mayor, Ald G Van Deventer (Ms)  
The Deputy Executive Mayor, Cllr WC Petersen (Ms)

<b>COUNCILLORS</b>	FJ Badenhorst	N Mananga-Gugushe (Ms)
	FT Bangani-Menziwa (Ms)	C Manuel
	Ald PW Biscombe	NE Mcombring (Ms)(until 17:00)
	G Cele (Ms)	XL Mdemka (Ms)
	PR Crawley (Ms)	N Olayi
	A Crombie (Ms)	MD Oliphant
	Z Dalling (Ms)	SA Peters
	R Du Toit (Ms)	MM Pietersen
	J Fasser	WF Pietersen
	A Florence	SR Schäfer
	AR Frazenburg	Ald JP Serdyn (Ms)
	E Fredericks (Ms)(until 17:00)	N Sinkinya (Ms)
	T Gosa	P Sitshoti (Ms)
	E Groenewald (Ms)	Q Smit
	JK Hendriks (until 17:00)	LL Stander
	MC Johnson	E Vermeulen

\*\*\*\*\*

**Officials:** Municipal Manager (Ms G Mettler)  
Chief Financial Officer (K Carolus)  
Director: Corporate Services (Ms A De Beer)  
Director: Infrastructure Services (D Louw)  
Director: Planning and Economic Development (T Mfeya)  
Acting Director: Community and Protection Services (A vd Merwe)  
Senior Manager: Governance (Ms S De Visser)  
Chief Audit Executive (F Hoosain)  
Senior Administration Officer (T Samuels (Ms))  
Committee Clerk (N Mbali (Ms))  
Interpreter (J Tyatyeka)

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<b>1.</b>	<b>OPENING AND WELCOME</b>
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The Speaker, Cllr N Jindela, welcomed all present to the Special Council meeting and requested that a moment of silence be observed.

<b>2.</b>	<b>APPLICATIONS FOR LEAVE OF ABSENCE</b>
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2.1 The following applications for leave of absence were approved in terms of the Rules of Order By-law of Council:-

Cllr F Adams	–	14 November 2019
Cllr C Moses (Ms)	–	14 November 2019
Cllr FG Hamilton	–	14 November 2019
Cllr JG Hanekom	–	14 November 2019
Cllr LK Horsband (Ms)	–	14 November 2019
Cllr DD Joubert	–	14 November 2019
Cllr RS Nalumango (Ms)	–	14 November 2019

2.2 Permission was granted to Councillors E Fredericks (Ms); JK Hendriks and NE Mcombring (Ms) to leave the meeting earlier (at 17:00).

2.3 ABSENT

Cllr DA Hendrickse	–	14 November 2019
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<b>3.</b>	<b>DISCLOSURE OF INTERESTS</b>
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NONE

4.1	<b>ELECTION OF A SPEAKER IN TERMS OF SECTION 36 OF THE LOCAL GOVERNMENT STRUCTURES ACT, ACT 117 OF 1998</b>
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**Collaborator No:**

**IDP KPA Ref No:**

**Meeting Date:**

**Good Governance and Compliance**

**14 November 2019**

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**THE MUNICIPAL MANAGER CONDUCTS ELECTION AND HANDS OVER CHAIR TO SPEAKER AFTER ELECTION PROCESS IS CONCLUDED**

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**1. SUBJECT: ELECTION OF A SPEAKER IN TERMS OF SECTION 36 OF THE LOCAL GOVERNMENT STRUCTURES ACT, ACT 117 OF 1998**

**2. PURPOSE**

To elect a Speaker in terms of Section 36 of the Local Government Municipal Structures Act, no 117 of 1998.

**3. DELEGATED AUTHORITY**

Council

**4. EXECUTIVE SUMMARY**

Council elects a Speaker in terms of Section 36 of the Local Government Municipal Structures Act, no 117 of 1998 (further referred to as "the Act") at the first meeting after its election or when necessary to fill a vacancy, from among the councillors.

The Speaker elected at the meeting of Council on 30 July 2018, Councillor Wilhelmina Petersen (Ms), resigned as Speaker on 11 November 2019. The letter given to the Municipal Manager dated 11 November 2019, is attached as **APPENDIX A**.

At an urgent Council meeting held on 11 November 2019, Councillor Nyaniso Jindela was elected as an interim Speaker in terms of section 41 of the Structures Act (**APPENDIX B**). There is therefore a vacancy in terms of Section 39 of the Act, and Council must elect a Speaker to fill the vacancy from among the councillors.

Section 36 provides for the process to elect a Speaker for Council, inter alia, when a vacancy must be filled. The Municipal Manager must preside over the election of the Speaker and the procedure for the election is set out in Schedule 3 of the Act. Schedule 3 provides, inter alia, that a secret voting process must be followed after the nomination process, if more than one person is nominated.

**SPECIAL COUNCIL: 2019-11-14: ITEM 4.1**

The Municipal Manager, Ms G Mettler, officiated as Chairperson for the election of the Speaker. She called for nominations for the Office of Speaker.

In line with Clause 4 of Schedule 3, the following duly signed nominations were received:

Councillor N Jindela (form attached as **APPENDIX 1**);and

Councillor MD Oliphant (form attached as **APPENDIX 2**).

Cllr MD Oliphant announced that he declines his nomination. Since there were no other nominations (single candidate in terms of Clause 5 of Schedule 3):

the Municipal Manager then

**DECLARED**

Cllr N Jindela as duly elected Speaker.

**HAVING CONCLUDED THE ELECTION OF THE SPEAKER, THE MUNICIPAL MANAGER HANDED OVER THE CHAIR TO THE DULY ELECTED SPEAKER OF THE STELLENBOSCH MUNICIPAL COUNCIL.**

**ACCEPTANCE SPEECH BY THE NEWLY ELECTED SPEAKER****3/3/2/3**

"Councillors and Officials,

Good afternoon

Before I say anything, we as the Xhosa nation received some very sad news that the King of the Xhosa Nation, **King Zwelonke Mpendulo Sigcawu** from the **Mbashe Municipality** passed away this morning. Can we please observe a moment of silence to pay our respect (moment of silence is observed). Thank you.

Thank you for the confidence that you put in me. I hope that I don't disappoint you and that you don't disappoint me – it is going to be a two-way approach. I am going to ensure that there is discipline when it comes to this Chambers. I'm also going to ensure that we stick to Rule 32 (go and read it), and that I won't be forced to use it, because when you are forced to use it, you become a nasty person and I don't want to be nasty.

It is my plea that we obey and respect Council's Rules and respect each other, as this is not a political party's rules, but Council's. As politicians we will always play politics, but let us play them to our limits and not try to hurt each other, because the moment you hurt each other, you are no longer playing politics, but you are playing the man and no longer the ball. Let us respect each other and make sure we stick to and apply the rules. The community out there is waiting for service delivery and we all are here to ensure that service delivery is taking place instead of playing internal politics. My focus would be to assist the Executive Mayor to ensure that service delivery is taking place. I'm appealing to Ward Councillors to do what is expected of them, the Ward Committees as well.

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It is my role to ensure the oversight, accountability, integrity and efficiency with regard to our day-to-day functioning of this Council and Council meeting. Partiality and fairness must guide every decision without any bias. It is a position of respect and demand to be treated as such by all in this Chambers. Speaker is in charge of legislative arm of Council, this is just a reminder and it is response for guide and guiding it making sure that the system of cheques and balances are in place to ensure the efficient working of our democracy. The Speaker therefore stands as a guardian of the Democratic processes within Local Government, and I think that will be my role to ensure that all practices are free, fair and to the benefit of the Resident of Stellenbosch Municipality, because at the end to the day I must make sure that the winner is the Community of Stellenbosch not any other party here in the Chambers. That is why I'm saying we will play the ball not the man.

On those words, Madam Mayor, allow me to say thank you to everyone here, thank you to the ANC, I know it was going to be tough to compete against the candidate from the ANC, but you made it very easy, you saw it coming that this is the battle you were not going to win, so thank you for that and also the Councillors, everybody that is here. Councillor WF Pietersen, you could have nominated someone else instead of my name, but you decided to keep quiet and support my name. Thank you for that. Councillor from the ACDP, you had a choice but you decided not to use your choice, it was your democracy. Thank you to everybody here who supported this occasion.

Thank you!"

#### **POLITICAL PARTIES' RESPONSES**

**3/3/23**

An opportunity is afforded to the political parties to offer brief responses.

#### **SPECIAL COUNCIL: 2019-11-14: ITEM 4.1**

##### **RESOLVED** (nem con)

- (a) that it be noted that Council elects **Cllr N Jindela** as duly elected Speaker in terms of Section 36 of the Local Government Structures Act, 117 of 1998, and in accordance with the procedure set out in Schedule 3 of the Municipal Structures Act; and
- (b) that it be confirmed that the Speaker position is regarded as a full time office bearer and is remunerated as a full-time Speaker in accordance with the provisions of Notice 1426 dated 21 December 2018, as approved by Council on 30 January 2019.

# **APPENDIX 1**





**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHÖLK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

**NOMINATION FORM:**

**ELECTION OF THE SPEAKER**

We, the undersigned, hereby nominate the following person:

**FULL NAME OF NOMINEE:** Niyaniiso Jindela

Signed at Stellenbosch this 14 day of November 2019.

**Name of Mover**

Nominator 1: Name: Quintia Smit

Signature: [Handwritten Signature]

Seconder: Name: Mamie Pieterse

Signature: [Handwritten Signature]

I, NIYANISO JINDELA (full name) 6508265706081 (ID number)

the undersigned, hereby accept the nomination / ~~do not accept the nomination\*~~ [Handwritten Mark]

Signed at Stellenbosch this 14<sup>th</sup> day of NOVEMBER 2019.

[Handwritten Signature]  
SIGNATURE OF NOMINEE

\*delete the part that is not applicable

# **APPENDIX 2**



**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

**NOMINATION FORM:**

**ELECTION OF THE SPEAKER**

We, the undersigned, hereby nominate the following person:

FULL NAME OF NOMINEE: ~~Mzolisi Oliphant~~ Mzolisi Oliphant

Signed at Stellenbosch this 14<sup>th</sup> day of November 2019.

**Name of Mover**

Nominator 1: Name: Pheleka Sitshoni

Signature:

Seconded: Name: Ntshongweni

Signature:

I, MZOLISI, (full name) OLIPHANT (ID number) 7002046126081

the undersigned, hereby accept the nomination / do not accept the nomination\*

Signed at Stellenbosch this ..... day of .....2019.

SIGNATURE OF NOMINEE

\*delete the part that is not applicable

In terms of Section 3(1) of Schedule 3 of the Structures Act

4.2	<b>ELECTION OF A DEPUTY EXECUTIVE MAYOR</b>
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**Collaborator No:**

**IDP KPA Ref No:**

**Meeting Date:**

**Good Governance and Compliance**

**14 November 2019**

**1. SUBJECT: ELECTION OF THE DEPUTY EXECUTIVE MAYOR**

**2. PURPOSE**

To elect a Deputy Executive Mayor in terms of Section 55(1)(2) of the Local Government Municipal Structures Act, no 117 of 1998.

**3. DELEGATED AUTHORITY**

Council

**4. EXECUTIVE SUMMARY**

Council elects a Deputy Executive Mayor in terms of Section 55(1)(2) of the Local Government Municipal Structures Act, no 117 of 1998 (further referred to as "the Act") at the first meeting after its election or when necessary to fill a vacancy, from among the councillors.

The Deputy Executive Mayor elected at the meeting of Council on 15 August 2016, Councillor Nyaniso Jindela, resigned as Deputy Executive Mayor from 11 November 2019 when nominated as interim Speaker. The nomination form handed in dated 11 November 2019, is attached as **APPENDIX A**. There is therefore a vacancy in terms of Section 55 of the Act, and Council must elect a Deputy Executive Mayor to fill the vacancy, from among the councillors.

The filling of the vacancy will be for the duration of the term of Council. The position of Deputy Executive Mayor is a full-time position as per the seventh amended Establishment Notice for Stellenbosch Municipality (WC024) dated 31 July 2015, read with the Council resolution dated 15 August 2016, copies of which are attached as **APPENDICES B** and **C**.

The procedures set out in Schedule 3 of the Municipal Structures Act apply to the election of a Deputy Executive Mayor.

**SPECIAL COUNCIL: 2019-11-14: ITEM 4.2**

The Speaker called for nominations for the Office of Deputy Executive Mayor.

The following duly signed nominations were received:

Cllr WC Petersen (Ms) (nomination for attached as **APPENDIX 1**); and

Cllr N Sinkinya (Ms) (nomination form attached as **APPENDIX 2**).

Cllr N Sinkinya (Ms) announced that she declines her nomination. Since there were no other nominations (single candidate in terms of Clause 5 of Schedule 3):

the Speaker then

#### **DECLARED**

Cllr WC Petersen (Ms) as duly elected Deputy Executive Mayor.

#### **ACCEPTANCE SPEECH BY THE NEWLY ELECTED DEPUTY EXECUTIVE MAYOR**

“Good afternoon everybody,

What a moment, thanks for “Malibongwe”.

Speaker, Cllr Jindela,

Our Executive Mayor, Ald Gesie Van de Venter,

The Municipal Manager, Ms Geraldine Mettler,

Aldermen and Alderwomen,

All Councillors,

Our Directors and staff members

and off course our people in the Gallery,

My daughter Chivonne,

thank you for being here.

I thank our Heavenly Father for trusting me in a new position. Thank you Executive Mayor for the opportunity. Thank you! Thank you! And I trust, I pray to God that with every position whether it's a new position whatever position it is, it really walks a way for me so that I can serve the people because I'm sitting here to serve the people. Thank you very much to my party, my colleagues, to everybody sitting here today and also the people out there for trusting me with this position. And please, my door is open, come to me whenever there is a need come to me.

Thank you very much!”

#### **POLITICAL PARTIES' RESPONSES**

**3/3/2/3**

An opportunity is afforded to the political parties to offer brief responses.

**SPECIAL COUNCIL: 2019-11-14: ITEM 4.2****RESOLVED** (nem con)

- (a) that Council elects **Cllr WC Petersen (Ms)** as Deputy Executive Mayor in terms of Section 55(1)(2) of the Local Government Municipal Structures Act, no 117 of 1998, and in accordance with the procedure set out in Schedule 3 of the Municipal Structures Act; and
- (b) that it be confirmed that the Deputy Executive Mayor is remunerated as a full-time Councillor in accordance with the provisions of Notice 1426 dated 21 December 2018, as approved by Council on 30 January 2019.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Geraldine Mettler
<b>POSITION</b>	<i>Municipal Manager</i>
<b>DIRECTORATE</b>	<i>Municipal Manager</i>
<b>CONTACT NUMBERS</b>	021 808 8025
<b>E-MAIL ADDRESS</b>	<a href="mailto:Geraldine.Mettler@ Stellenbosch.gov.za">Geraldine.Mettler@Stellenbosch.gov.za</a>
<b>REPORT DATE</b>	12 November 2019

# **APPENDIX 1**



**STELLENBOSCH**  
STELLENBOSCH • STAD • FRANSCHBURG  
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

**NOMINATION FORM:**

**ELECTION OF THE DEPUTY EXECUTIVE MAYOR**

We, the undersigned, hereby nominate the following person:

FULL NAME OF NOMINEE: WILHELMINA PETERSEN

Signed at Stellenbosch this 14th day of NOVEMBER 2019.

**Name of Mover**

Nominator 1: Name: PAUL WILLIAM BISCOMBE

Signature: 

Seconder: Name: ADRINGO FRATZBURG

Signature: 

I, Wilhelmina C. Petersen (full name) 5902080183082 (ID number)

the undersigned, hereby accept the nomination / ~~do not accept the nomination~~ 

Signed at Stellenbosch this 14th day of NOVEMBER 2019.



SIGNATURE OF NOMINEE

\*delete the part that is not applicable

In terms of Section 3(1) of Schedule 3 of the Structures Act



# **APPENDIX 2**



**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

**NOMINATION FORM:**

**ELECTION OF THE SPEAKER**

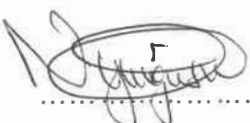
We, the undersigned, hereby nominate the following person:

**FULL NAME OF NOMINEE:** Nosibulele Sinkuys

Signed at Stellenbosch this 14 day of November 2019.

**Name of Mover**

Nominator 1: Name: N. Gogushe

Signature: 

Secondor: Name: P. Sitshoti

Signature: 

I, N. Sinkuys (full name) (ID number)

the undersigned, hereby accept the nomination / do not accept the nomination\*

Signed at Stellenbosch this ..... day of ..... 2019.



SIGNATURE OF NOMINEE

\*delete the part that is not applicable

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5.	MATTERS TO BE CONSIDERED IN-COMMITTEE
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(See pink documentation)

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The meeting adjourned at 17:15.

**CHAIRPERSON:** .....

**DATE:** .....

**Confirmed on** ..... **with/without amendments**

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8.	STATUTORY MATTERS
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NONE

9.	REPORT BY THE MUNICIPAL MANAGER RE OUTSTANDING RESOLUTIONS
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The report by the Municipal Manager re outstanding resolutions taken at previous meetings of Council is attached as **APPENDIX 1**.

**FOR INFORMATION**

# **APPENDIX 1**

Council Meeting		Resolution	Resolution Date	Allocated To	% Feedback	Feedback Comment
394114	Investigation with regards to the various residential properties in Mont Rochelle Nature Reserve	<p>7.6 INVESTIGATION WITH REGARD TO THE VARIOUS RESIDENTIAL PROPERTIES IN MONT ROCHELLE NATURE RESERVE</p> <p>35TH COUNCIL MEETING: 2015-10-28: ITEM 7.6</p> <p>RESOLVED (majority vote)</p> <p>(a) that Council rescind its resolution taken at the meeting dated, 2014-01-16, with regard to Item 7.2;</p> <p>(b) that the funds allocated to be spent on conducting the proposed investigation rather be spent on consolidating the 46 unsold erven with Mont Rochelle Nature Reserve and negotiating with the owners of the 14 sold (but undeveloped) erven (the priority being erven 342, 307, 314, 322, 355, 336, located in a visually sensitive area north-eastern slope of "Du Toits Kop" facing the Franschoek valley) regarding the possibility to exchange current erven within Mont Rochelle Nature Reserve with erven in a more suitable area (suitable in terms of environmental, visual and service delivery perspective); and</p> <p>(c) that any other feasible alternative that can limit the impact on the nature reserve that might be identified in the process be considered.</p> <p>The following Councillors requested that their votes of dissent be minuted: Councillors F Adams; JA Davids; DA Hendrickse; S Jooste (Ms); C Moses (Ms); P Mntumi (Ms); RS Nalumango (Ms); P Sitshoti (Ms); AT van der Walt and M Wanana.</p> <p>(DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT TO ACTION)</p>	2015-10-28	SCHALKVDM	95.00	A site visit was undertaken on 26/10/2018. Internal meetings held. In the process of formulating an implementation plan. In process to undertake another site visit. Date to be determined.
478901	THE THIRD GENERATION INTEGRATED WASTE MANAGEMENT PLAN (IWMP) FOR STELLENBOSCH MUNICIPALITY	<p>7.6.4 THE THIRD GENERATION INTEGRATED WASTE MANAGEMENT PLAN (IWMP) FOR STELLENBOSCH MUNICIPALITY</p> <p>4TH COUNCIL MEETING: 2016-11-23: ITEM 7.6.4</p> <p>RESOLVED (nem con)</p> <p>(a) that the attached Draft 3rd Generation IWMP be supported by Council for approval in principle; and</p> <p>(b) that the proposed Draft 3rd Generation IWMP be duly advertised for public comment until the end of February 2017, and be re-submitted together with any</p>	2016-11-23	SALIEMH	95.00	The content of the IWMP has been finalised and the annual review thereof has been completed. Final document will be submitted to Council by February 2020

		comments / objections by D:EA&DP and the public, for final approval and adoption by Council.				
478903	SECTION 78 PROCESS FOR AN EXTERNAL SERVICE DELIVERY MECHANISM WITH REGARDS TO PUBLIC	7.6.2 SECTION 78 PROCESS FOR AN EXTERNAL SERVICE DELIVERY MECHANISM WITH REGARD TO PUBLIC TRANSPORT  4TH COUNCIL MEETING: 2016-11-23: ITEM 7.6.2  RESOLVED (majority vote)  (a) that Council approves the proposal that an assessment of the municipality's capacity be done to determine its ability to provide the proposed public transport service through an internal mechanism and that the recommendation of the assessment be submitted to Council for consideration and decision; and  (b) that, should the above assessment recommend the use of an external mechanism for the provision of the public transport service, a feasibility study be conducted for the provision of the service through an external mechanism.  The following Councillors requested that their votes of dissent be minuted: Councillors F Adams; DA Hendrickse and LK Horsband (Ms).	2016-11-23	ROSCOEB	70.00	Report submitted to serve at 20 November 2019 MayCo.
513321	THE FUTURE USE AND MAINTENANCE OF COUNCIL HERITAGE BUILDINGS	7.3.1 THE FUTURE USE AND MAINTENANCE OF COUNCIL HERITAGE BUILDINGS  8TH COUNCIL MEETING: 2017-04-26: ITEM 7.3.1  RESOLVED (majority vote with abstentions)  (a) that Council supports the establishment of a "heritage portfolio" that can be managed independently from other assets and that the Municipal Manager be mandated to identify all council owned properties to be placed in the heritage portfolio;  (b) that the Rhenish complex including Voorgelegen and the Transvalia complex of apartments (Transvalia, Tinetta, Bosmanhuis en Alma) be agreed to be categorised as category A assets;  (c) that in terms of Section 14(2)(a) of the MFMA, the properties listed in paragraph 3.4 (table 2) marked as Category A properties, be identified as properties not needed to provide the minimum level of basic municipal services;  (d) that, in terms of Regulation 34(3) of the ATR, the Municipal Manager be authorized to conduct the prescribed public participation process, as envisaged in Regulation 35 of the ATR, with the view of awarding long term rights in relation to the Category A properties;  (e) that, for the purpose of disposal, two independent valuers be appointed to determine the fair market value and fair market rental of the properties listed in	2017-04-26	PIETS	30.00	Heritage buildings that forms part of the portfolio to be listed and the intention is to put the maintenance and management out to tender to a company that has a proven track record for the management and maintenance of the heritage buildings. Item will be submitted to Council in January.  Information statement regarding Voorgelegen and Rhenish complex will be advertised.

		<p>Categories A and B;</p> <p>(f) that, following the public participation process, a report be tabled before Council to consider in principle, the awarding of long term rights in the relevant properties, whereafter a public competitive disposal process be followed; and</p> <p>(g) that, with regard to the properties listed as Category B and C, the Municipal Manager be mandated to investigate the best way of disposing of or managing these assets, including feasibility studies on the possible disposal/awarding of long term rights and/or outsourcing of the maintenance function and that a progress report be tabled before Council within 6 months from the date of approval of the recommendation.</p> <p>Councillor F Adams requested that his vote of dissent be minuted.</p> <p>(DIRECTOR: PLANNING AND ECON DEV TO ACTION)</p>				
514994	Stellenbosch Municipality: Extension of Burial Space	<p>7.3.2 STELLENBOSCH MUNICIPALITY: EXTENSION OF BURIAL SPACE</p> <p>8TH COUNCIL MEETING: 2017-04-26: ITEM 7.3.2</p> <p>RESOLVED (nem con)</p> <p>(a) that Council amends its 27th Meeting of the Council of Stellenbosch (25 February 2015) resolution by adding (b)(x) to include any alternative land in the same area which could feasibly be used as a site to be investigated as a solution to the critical need for burial space within Stellenbosch Municipality;</p> <p>(b) that Council supports the acquisition of the required authorization for the proposed establishment of regional cemeteries (for burial need within WC024) at Farm Culcatta No. 29 and the Remainder of Farm Louw's Bos No. 502 as well as the proposed establishment of a regional cemetery at Farm De Novo No. 727/10 and Portion 1 of 'Farm Meer Lust No 1006 should the process of acquiring the necessary approval from the Department of Transport and Public Works be acquired;</p> <p>(c) that the possible creation of a garden of remembrance as alternative to a traditional land site also be investigated; and</p> <p>(d) that Council authorises the Municipal Manager to proceed with acquiring the necessary approvals for the establishment of the above cemeteries.</p> <p>(DIRECTOR: PLANNING &amp; ECON DEV TO ACTION)</p>	2017-04-26	SCHALKVDM	60.00	Environmental Impact Assessment (EIA) proceeding on 2 sites, Louw's Bos and Culcatta Bos. Environmental Authorization for the Culcatta Bos site was issued on 20 September 2019. Expecting a decision from the DEADP on the NEMA application for Louw's Bos by November 2019 and Water Use Licensing by DWS on both by May 2020.
543945	IDENTIFYING OF MUNICIPAL AGRICULTURAL LAND FOR IMPLEMENTATION OF	<p>7.3.2 IDENTIFYING OF MUNICIPAL AGRICULTURAL LAND FOR IMPLEMENTATION OF FARMER PRODUCTION SUPPORT UNIT (FPSU)</p> <p>12TH COUNCIL: 2017-09-27: ITEM 7.3.2</p>	2017-09-27	WIDMARKM	65.00	Draft MOU completed. Zoning of the areas identified for the FPSU was confirmed to be correct to commence with the activities.



	<p>FARMER PRODUCTION SUPPORT UNIT (FPSU) - 9/2/1/1/1/3</p>	<p>RESOLVED (majority vote with abstentions)</p> <p>(a) that Council support and approve the implementation of a Farmer Production Support Unit (FPSU) within the WCO24;</p> <p>(b) that Council support and approve the following two sites as identified for the purpose of a Farmer Production Support Unit (FPSU) in accordance with the Policy of the Management of Agricultural Land:</p> <ul style="list-style-type: none"> <li>• Lease portion BH1 of Farm 502, Stellenbosch; and</li> <li>• Lease portion BH2 of Farm 502 Stellenbosch.</li> </ul> <p>(c) that the Local Economic Development Department be mandated to undertake all required land use management applications and processes, which include, amongst others rezoning, registration of lease area and departures for the relevant area to accommodate a Farmer Production Support Unit (FPSU) as the current zoning is for agricultural purposes only, given sufficient funding and budget made available by the National Department of Rural Development and Land Reform (NDRDLR); and</p> <p>(d) that the National Department of Rural Development and Land Reform (NDRDLR) draft a MOU between the Stellenbosch Municipality as land owner and the National Department of Rural Development and Land Reform (NDRDLR) on the roles and responsibilities of the different role players for the Council to consider, prior to any lease agreement be entered into or change in land use process commences.</p> <p>Cllrs DA Hendrickse and LK Horsband (Ms) requested that their votes of dissent be minuted.</p> <p>Councillor F Adams requested that it be minuted that he supports the item with reservations.</p> <p>(DIRECTOR: PLAN &amp; ECON DEV TO ACTION)</p>				
543966	<p>PARKING UPGRADE REPORT</p>	<p>7.6.1 PARKING UPGRADE REPORT</p> <p>12TH COUNCIL: 2017-09-27: ITEM 7.6.1</p> <p>RESOLVED (majority vote with abstentions)</p> <p>(a) that a Section 78 process be launched and that an internal parking service delivery increase be investigated through the Section 78(1) approach;</p> <p>(b) that parking service delivery increase be based on the towns of:</p> <ol style="list-style-type: none"> <li>i) Stellenbosch</li> <li>ii) Klapmuts, and</li> <li>iii) Franschoek; and</li> </ol> <p>(c) that a formal report be submitted to Council as required by Section 78(2), which</p>	2017-09-27	JOHANF	90.00	<p>Section 78(3) report circulated for input. To serve at February 2020 MayCo/Council.</p>

		will indicate the best way of rendering internal parking and any recommendations to a possible external method of rendering parking services.  (DIRECTOR: ENGINEERING SERVICES TO ACTION)				
543953	SOLID WASTE UPGRADE REPORT	7.6.2 SOLID WASTE UPGRADE REPORT  12TH COUNCIL: 2017-09-27: ITEM 7.6.2  RESOLVED (majority vote with abstentions)  (a) that a Section 78 process be launched and that an internal waste disposal service delivery increase be investigated through the Section 78(1) approach; and  (b) that a formal report be submitted to Council as required by Section 78(2), which will indicate the best way of rendering internal waste disposal by landfill and any recommendations to a possible external method of waste disposal landfill.  (DIRECTOR: ENGINEERING SERVICES TO ACTION)	2017-09-27	SALIEMH	90.00	The Department is still reviewing the document and do have some issues to clarify with the service provider based on recommendations made which are not in line with the current functioning of these components. This will affect staff structure as well Amendments to be incorporated in the report and will be submitted to MayCo/Council of February 2020.
546882	Motion WC Petersen - Proposed development of erven 412 and 284, Groendal, Franschoek	10.2 MOTION BY COUNCILLOR WC PIETERSEN (MS): PROPOSED DEVELOPMENT OF ERVEN 412 AND 284, GROENDAL, FRANSCHHOEK  12TH COUNCIL MEETING: 2017-09-27: ITEM 10.2  The Speaker allowed Cllr WC Petersen (Ms) put her Motion, duly seconded. After the Motion was motivated, the Speaker allowed debate on the matter.  The matter was put to the vote, yielding a result of all in favour.  RESOLVED (nem con)  that an item be prepared for Council's consideration regarding the development of Erf 412 (high density housing) and retirement resort Erf 284 with or without frail care facility.  (OFFICE OF THE MM TO ACTION)	2017-09-27	PIETS/LESTERVS	30.00	The departments involved have gathered the necessary information and will submit an item to January round of meetings (MAYCO and Council) 2020.
559624	STELLENBOSCH MUNICIPALITY PROBLEM PROPERTIES DRAFT BY- LAW, AUGUST 2017	8.3.3 STELLENBOSCH MUNICIPALITY PROBLEM PROPERTIES DRAFT BY-LAW, AUGUST 2017  14TH COUNCIL MEETING: 2017-11-29: ITEM 8.3.3  RESOLVED (nem con)  (a) that the draft By-law on Problem Properties for Stellenbosch Municipality, August 2017, be approved, in principle;  (b) that the draft By-law on Problem Properties for Stellenbosch Municipality, August 2017, be advertised for public comment for 90 days where after same be	2017-11-29	HEDRED	75.00	The draft By-law on Problem Properties for Stellenbosch Municipality has been advertised for public participation mid October 2019.

		resubmitted to Council for final consideration and subsequent approval; and  (c) that the reference to the properties referred to in the agenda item under point 4 be removed from the item.  (DIR: PLANNING & ECON DEV TO ACTION)				
559586	DEVELOPMENT OF ZONE O AND THE HOUSING ALLOCATION CRITERIA FOR THE PHASE 2B AND 2C (277 SITES), WATERGANG, KAYAMANDI	7.5.2 DEVELOPMENT OF ZONE O AND THE HOUSING ALLOCATION CRITERIA FOR THE PHASE 2B AND 2C (277 SITES), WATERGANG, KAYAMANDI  14TH COUNCIL MEETING: 2017-11-29: ITEM 7.5.2  RESOLVED (majority vote with abstentions)  (a) that the block approach/method be implemented in Zone O (upper part next to Thubelisha) to effectively address the provision of new housing opportunities i.e. servicing of sites and construction of high density residential units;  (b) that beneficiaries that were not allocated houses on the bottom part (access road) be allocated a site or Temporary Relocation Area units once (a) has been achieved and if there is any space available;  (c) that, within the block approach non-qualifiers that earn R3 501 to R7 000 per month be allocated serviced sites in accordance with the Finance Linked Individual Subsidy Programme (FLISP);  (d) that, within the block approach non-qualifiers (as prescribed by housing policy guidelines) that earn between R7 001 to R15 000 per month be allocated a serviced site at a cost equal to the amount as approved by Provincial Department of Human Settlement (PDoHS) for a serviced site in the project (Watergang Phase 2, Kayamandi);  (e) that ±40 beneficiaries from Enkanini that are on the road reserve be allocated temporary housing units to enable the Municipality to implement the erf 2175 pilot project (i.e. electrification, sanitation, water);  (f) that Temporary Relocation Area 1 residents who were not allocated units in 2005, that does not qualify for a housing subsidy also be allocated sites (±20 beneficiaries);  (g) that the 10m road reserve be waived and the 8m road reserve be approved in order to create more housing opportunities;  (h) that 10% of the Temporary Relocation Areas be reserved for emergency cases in accordance with Council's Emergency Housing Assistance Policy (EHAP);  (i) that once the above process has been completed and should plots still be available in the Temporary Relocation Areas (TRA), beneficiaries are identified from Zone N that can be allocated sites in the TRA (only from the group that was placed	2017-11-29	TABISOM	95.00	Final comments are expected during October 2019 which will then be submitted to the Land Use Planning department for a decision.  Final comments were received during October 2019 and submitted to the consultant for final submission to the Land Use Planning department. The LUPA application for decision making will be submitted to the Land Use Planning department not later than 20 November 2019.

		there by the Municipality); and  (j) that the parking requirements be amended from one (1) parking per housing unit to 0,6 average per housing unit.  (DIR: HUMAN SETTLEMENTS TO ACTION)				
559971	PROPOSED DISPOSAL (THROUGH A LAND AVAILABILITY AGREEMENT) OF MUNICIPAL LAND, A PORTION OF PORTION 4 OF FARM NO 527 AND A PORTION OF THE REMAINDER OF FARM 527, BOTH LOCATED IN JAMESTOWN, STELLENBOSCH AND THE APPOINTMENT OF A TURNKEY DEVELOPER IN ORDER TO	PROPOSED DISPOSAL (THROUGH A LAND AVAILABILITY AGREEMENT) OF MUNICIPAL LAND, A PORTION OF PORTION 4 OF FARM NO 527 AND A PORTION OF THE REMAINDER OF FARM 527, BOTH LOCATED IN JAMESTOWN, STELLENBOSCH AND THE APPOINTMENT OF A TURNKEY DEVELOPER IN ORDER TO c14TH COUNCIL MEETING: 2017-11-29: ITEM 7.5.1  RESOLVED (majority vote with abstentions)  (a) that the land parcels listed in paragraph 1.(i) and indicated in Figure 12 be identified as land not needed by Stellenbosch Municipality to provide the minimum level of services; and (b) that the Municipal Manager be authorized to initiate a Call for Proposals process with minimum requirements as determined through preliminary investigations to be completed by the administration.  Cllrs DA Hendrickse and LK Horsband (Ms) requested that their votes of dissent be minuted.  (DIR: HUMAN SETTLEMENTS TO ACTION)	2017-11-29	TABISOM	93.00	Consultants are currently compiling the Bill of Quantities required. The user department met with the consultants to explain the proposed mixed-used development. Await Bill of Quantities required.
582874	FUTURE UTILIZATION OF EX-KLEINE LIBERTAS THEATRE SITE: CONSIDERATION OF INPUTS RECEIVED	8.4.2 FUTURE UTILIZATION OF EX-KLEINE LIBERTAS THEATRE SITE: CONSIDERATION OF INPUTS RECEIVED  16TH COUNCIL MEETING: 2018-03-28: ITEM 8.4.2  RESOLVED (nem con)  a) that Council takes note of the large number of inputs/comment received; and  b) that a multi-purpose building be planned and after erection of building council call for proposals from the Stellenbosch Community for its utilization in line with our strategic objectives.	2018-03-28	PIETS	40.00	Draft drawings for new building completed. Tender planned for January 2020.
601650	THE AWARDED OF RIGHTS TO THE LOCAL ECONOMIC HUBS	7.3.1 THE AWARDED OF RIGHTS TO THE LOCAL ECONOMIC DEVELOPMENT HUBS  18TH COUNCIL MEETING: 2018-07-25: ITEM 7.3.1  RESLOVED (majority vote)  (a) that Council adopts the recommendation to award the leases of the Local Economic Development Hubs to the entities that scored the highest points for each property, as follows:	2018-07-25	TABISOM	90.00	Ranyaka: Agreement signed. Hugenote Fine Chocolates: Agreement signed. ABC Empowerment: Applicant withdrew. Re-advertised but no applications received.  The outstanding legal dispute has been resolved. Lease agreement on the Old Agricultural Hall in process.

		<p>Property Applicant</p> <ol style="list-style-type: none"> <li>1. The Old Clinic Building (Erven 6487 &amp; 6488) Ranyaka</li> <li>2. Triangle Building (Erf 228) Hugenote Fine Chocolates</li> <li>3. Mooiwater Building (Erf 2253) ABC Empowerment (Profiles attached Appendix 2</li> </ol> <p>(b) that once Council approves and awards the leasing rights to the highest scoring applicant, the Director Corporate Services be mandated to draft and sign lease agreements with the successful applicants;</p> <p>(c) that the contract must make provision for termination on non-performance in terms of the agreement;</p> <p>(d) that the contract be awarded for a period of 9 years and 11 months; and</p> <p>(e) that the awarding of rights of the Old Agricultural Hall to the Stellenbosch Craft Alive and Stellenbosch Trail Fund be awarded, conditional to the settlement of the outstanding legal dispute.</p> <p>Councillor F Adams requested that it be minuted that he supports the item, with reservations.</p>				
601711	PROPOSED RENEWAL OF VARIOUS LEASE AGREEMENTS	<p>7.5.4 PROPOSED RENEWAL OF VARIOUS LEASE AGREEMENTS</p> <p>18TH COUNCIL MEETING: 2018-07-25: ITEM 7.5.4</p> <p>RESOLVED (nem con)</p> <p>that this item be withdrawn for further refinement.</p>	2018-07-25	PIETS	60.00	<p>Item broken up into separate items that will serve before Council:</p> <p>Burgerhuis – agenda September 2019</p> <p>Bergzicht – agenda September 2019</p> <p>Toy Museum (Rhenish Complex) – item to be drafted for January round of meetings.</p> <p>Franschhoek tennis club – item to be drafted for January round of meetings.</p> <p>Franschhoek Bowling Club – item to be drafted for January round of meetings.</p>
616959	MIGRATION OF OLD HOUSING WAITING LIST TO A HOUSING DEMAND DATABASE SYSTEM	<p>7.5.5 MIGRATION OF OLD HOUSING WAITING LIST TO A HOUSING DEMAND DATABASE SYSTEM</p> <p>21ST COUNCIL MEETING: 2018-10-31: ITEM 7.5.5</p> <p>RESOLVED (nem con)</p> <p>(a) that Council approves that the administration embarks on a process of updating data on the old Housing Waiting List;</p> <p>(b) that all updated information be imported into the Municipal Housing Demand Database; and</p>	2018-10-31	TABISOM	90.00	<p>Updating of the Demand Data has been completed in all areas. We are currently busy with the capturing of the Data collected on the Vois System. The programme for updates will still run until end of February 2020, where people will be able to update at the Housing Administration offices.</p>

		(c) that, when the above process has been concluded, the Municipal Housing Demand Database becomes the only reference point and source of information in determining the municipality's housing backlog and the profile of applicants.				
616964	POSTER BY-LAW	<p>7.6.2 POSTER BY-LAW RELATING TO OUTDOOR ADVERTISING AND SIGNAGE</p> <p>21ST COUNCIL MEETING: 2018-10-31: ITEM 7.6.2</p> <p>RESOLVED (nem con)</p> <p>(a) that the report be accepted;</p> <p>(b) that the Draft By-Law Relating to Outdoor Advertising and Signage, attached as ANNEXURE 1, be accepted as the copy of the By-Law to be used in a Public Participation process;</p> <p>(c) that the Draft By-Law relating to Outdoor Advertising and Signage be duly advertised for the purpose of a public participation process until the end of January 2019; and</p> <p>(d) that, upon the completion of the public participation process, the Draft By-Law together with any comments/objections by the public be resubmitted to Council for final approval and adoption.</p>	2018-10-31	DEONL	80.00	Meeting held with Heritage committee, Meeting with Stellenbosch Interest Group scheduled for 31 January 2020. After which their inputs into the By-Law will be incorporated and submitted for consideration by Mayco/Council of February 2020
616954	CONDONATION OF QUALIFYING CRITERIA: SALE OF UNDEVELOPED ERVEN IN KAYAMANDI	<p>7.2.3 CONDONATION OF QUALIFYING CRITERIA: SALE OF UNDEVELOPED ERVEN IN KAYAMANDI</p> <p>21ST COUNCIL MEETING: 2018-10-31: ITEM 7.2.3</p> <p>RESOLVED (majority vote with abstentions)</p> <p>(a) that Council resolves not to condone the criteria set out in the tender documentation published on 12 November 2016; and</p> <p>(b) that Council resolves that the following criteria be used in the new tender process, i.e.</p> <p>i) Beneficiary must be a resident of Kayamandi for a minimum period of ten (10) years;</p> <p>ii) If younger than 40 years (at date of closing tender), then the beneficiary must be married or have a legal dependent staying with him/her;</p> <p>ii) May not have received any form of financial assistance/subsidy from the State in obtaining a house/serviced site previously;</p> <p>iii) May not currently own any other fixed asset;</p>	2018-10-31	PIETS	30.00	Tender document compiled and submitted to DCS before going to SCM.

		<p>iv) Must be a South African citizen;</p> <p>v) Must be a first time home owner; and</p> <p>vi) that a pre-emptive clause be inserted in the title deed of the property that the property be developed within 2 years and not be sold within 5 years of registration.</p>				
Erf23	<p>UTILISATION OF A PORTION OF THE WEMMERSHOEK COMMUNITY HALL AS AN EARLY CHILDHOOD DEVELOPMENT FACILITY (ECD CENTRE)</p>	<p>7.2.3 UTILISATION OF A PORTION OF THE WEMMERSHOEK COMMUNITY HALL AS AN EARLY CHILDHOOD DEVELOPMENT FACILITY (ECD CENTRE)</p> <p>22ND COUNCIL MEETING: 2018-11-28: ITEM 7.2.3</p> <p>RESOLVED (majority vote with abstentions)</p> <p>(a) that Council notes that a tender call for proposal was advertised and dealt with through the Supply Chain Process;</p> <p>(b) that Council now proceed with the lease based on the proposal received;</p> <p>(c) that, should Council accept the proposal, an agreement be entered into with Mr Goosen that stipulates that the property may only be used for the purposes of an ECD centre; and</p> <p>(d) that the Municipal Manager be authorised to sign all documents necessary to effect the lease agreement.</p>	2018-11-28	ANNALENEDB	90.00	<p>Applicant informed of outcome. Agreement provided to applicant, but not signed yet.</p> <p>Meeting will be arranged to sign agreement as no feedback forthcoming from applicants on draft lease agreement.</p> <p>Applicants to be informed if agreement are not signed by end October that the matter will be referred back to Council to reconsider the application approval. Item will be re-submitted to Council in January 2020.</p>
621772	<p>PROPOSED SERVICE DELIVERY IN</p>	<p>7.2.4 PROPOSED SERVICE DELIVERY IN JONKERSHOEK</p> <p>22ND COUNCIL MEETING: 2018-11-28: ITEM 7.2.4</p> <p>RESOLVED (majority vote with abstentions)</p> <p>(a) that the Power of Attorney from the National Department of Public Works, authorising Stellenbosch Municipality to commence with service delivery in Jonkershoek, be noted;</p> <p>(b) that the Administration be authorised to render interim municipal services in the Mixed Use Precinct in Jonkershoek on a cost recovery basis from the users who receive the services, except to those households that qualify for free basic services in terms of the Municipality's Indigent Policy;</p> <p>(c) that the Administration be authorised to provide/upgrade Access to Basic Services (Communal services) in informal areas, free of charge;</p> <p>(d) that the Director: Planning and Economic Development be requested to commission a feasibility study with the view of identifying a possible site(s) for possible township establishment, taking into account the Draft SDF for Jonkershoek, but also taking into account the positioning of bulk infrastructure and access to the site(s);</p> <p>(e) that the National Department of Public Works be requested to transfer the land to Stellenbosch Municipality;</p>	2018-11-28	ALL DIRECTORS	30.00	<p>Meeting was scheduled during December 2018 with representatives of Informal Settlements and Engineering Services to discuss implementation of Council resolutions. The National Department of Public Works was requested the use of the office space. A meeting in this regard was scheduled for 29 January 2019.</p> <p>Directorate debated set of services to be rendered by Infrastructure Services.</p>

		<p>(f ) that the National Department of Public Works be requested to transfer the land on which the office space previously used by Cape Nature, either by way of acquisition or by way of a Lease Agreement, to the Municipality;</p> <p>(g) that, the Director: Infrastructure Services be requested to compile a status quo report regarding the availability of bulk infrastructure but also indicating the cost of possible interim upgrading of such bulk infrastructure;</p> <p>(h) that the Director: Planning &amp; Economic Development be requested to finalise the SDF for Jonkershoek in terms of the SPLUMA Act 16 of 2013;</p> <p>(i) that the Municipal Manager be authorised to conclude an agreement(s) with the relevant authorities to ensure that Stellenbosch Municipality is in a position to do law enforcement in the Jonkershoek Valley, with specific reference to the prevention of further unauthorised structures being constructed/erected;</p> <p>(j) that a progress report be tabled to Council within 6 months, including an environmental impact report and indicating progress that has been made regarding the provision of services; and</p> <p>(k) that, in the mean-time, all expenditure be incurred within the existing, approved budget.</p> <p>The following Councillors requested that it be minuted that they abstained from voting on the matter:</p> <p>Cllrs F Adams; DA Hendrickse and LK Horsband (Ms).</p>				
634249	MOTION BY ALDERMAN PW BISCOMBE: APPOINTMENT OF INDEPENDENT INVESTIGATOR	<p>10.3 MOTION BY ALDERMAN PW BISCOMBE: APPOINTMENT OF INDEPENDENT INVESTIGATOR</p> <p>24TH COUNCIL MEETING: 2019-02-27: ITEM 10.3</p> <p>The Speaker allowed Alderman PW Biscombe to put his Motion, duly seconded.</p> <p>After the Motion was motivated, the Speaker allowed debate on the matter.</p> <p>The matter was put to vote, yielding a result of 31 for and 2 against.</p> <p>RESOLVED (majority vote)</p> <p>(a) that Council authorizes the Municipal Manager to appoint an independent investigator in terms of the supply chain management process and Council Policies;</p> <p>(b) that the Municipal Manager mandate the independent investigator to investigate in terms of Schedule 1, Section 10 and Schedule 2, Section 6 of the Municipal Systems Act, 32 of 2000; and</p> <p>(c) that Council consider the findings in accordance with Section 14, and Schedule</p>	2019-02-27	NOMIET	85.00	Investigation regarding councillor Adams concluded. Report on agenda



		2 Section 14A of the Municipal Systems Act 32 of 2000 (154-162).  Cllrs F Adams and DA Hendrickse requested that their votes of dissent be minuted.				
639570	TO AUTHORISE THE MUNICIPAL MANAGER TO START THE PRESCRIBED PUBLIC PARTICIPATION PROCESS AS PER CHAPTER 4 OF THE MUNICIPAL ASSET TRANSFER REGULATIONS, WITH THE VIEW OF THE FOLLOWING A TENDER/CALL FOR PROPOSAL PROCESS FOR OUTSOURCING THE MANAGEMENT/USE OF THE KAYAMANDI ECONOMIC AND TOURISM CORRIDOR (KETC)	7.7.2 TO AUTHORISE THE MUNICIPAL MANAGER TO START THE PRESCRIBED PUBLIC PARTICIPATION PROCESS AS PER CHAPTER 4 OF THE MUNICIPAL ASSET TRANSFER REGULATIONS, WITH THE VIEW OF FOLLOWING A TENDER/CALL FOR PROPOSAL PROCESS FOR OUTSOURCING THE MANAGEMENT/USE OF THE KAYAMANDI ECONOMIC AND TOURISM CORRIDOR (KETC)  25TH COUNCIL MEETING: 2019-03-27: ITEM 7.7.2  RESOLVED (majority vote)  a) that Council authorises the Municipal Manager to start the Public Participation Process (60 days) as per Chapter 4 of the Asset Transfer Regulations with the intention of following an appropriate process for the outsourcing and management of the Kayamandi Economic and Tourism Corridor;  (b) that Council gives reasonable consideration to all regulations and processes required by the Municipal Policy on the Management of Immovable Property, the Asset Transfer Regulations and prescriptions of the MFMA, and then to follow the process that best ensures the correct operational outcome for the Kayamandi Economic and Tourism Corridor;  (c) that the local community be invited to submit representations; and  (d) that the Municipal Manager be authorized to conclude the contract or agreement after (c) above is finalized in terms of the applicable Act/Regulation.  The following Councillors requested that their votes of dissent be minuted: Cllrs RS Nalumango (Ms); N Sinkinya (Ms); P Sitshoti (Ms) and LL Stander.	2019-03-27	WIDMARKM	75.00	Date for submission of item extend to October 2019 in order to accommodate inputs by the local community. Meeting was scheduled for 04 October 2019. Only one person turned up for the meeting. An item will be prepared for the November Council Meeting.
	POSSIBLE DISPOSAL OF A PORTION OF ERF 23, FRANSCHHOEK TO THE FRANSCHHOEK METHODIST CHURCH	7.2.1 POSSIBLE DISPOSAL OF A PORTION OF ERF 23, FRANSCHHOEK TO THE FRANSCHHOEK METHODIST CHURCH  26 <sup>TH</sup> COUNCIL MEETING: 2019-04-24: ITEM 7.2.1  RESOLVED (majority vote with abstentions)  a) that the portion of erf 23, excluding the parking area, Franschoek, as land indicated in Fig 3, be identified as land not needed to provide the minimum level of basic municipal services;  b) that Council, in principle, approve the disposal of land to the Franschoek Methodist Church without following a public tender process, and subject to the following conditions:	2019-04-24	PIETS	90.00	A public notice was published on 20-06-2019, soliciting public input/objections/alternative proposal.  No submission was received.  An additional valuation has been obtained and the item was submitted to MayCo on 20 November 2019.

		<ul style="list-style-type: none"> <li>c) that the purchase price be determined at 30% of market value, the market value to be determined by two (2) independent valuers;</li> <li>d) that a reversionary clause be inserted in the title deed of the property, should the property not be used for religious/social care purposes anymore;</li> <li>e) that the church be responsible for the sub-division and rezoning of erf 23, Franschoek, to allow for a separate unit to be transferred;</li> <li>f) that a servitude be registered in favour of the Municipality regarding all municipal services crossing the property;</li> <li>g) that a right of access from Bagatelle Street be registered in favour of the church.</li> <li>h) that Council's intention to dispose of the property under the provisions set out above, be advertised for public inputs/objections/alternative proposals as provided for in par 9.2.2.1 of the Property Management Policy; and</li> <li>i) that, following the public participation process, the matter be submitted to Council to make a final decision on the disposal, or not.</li> </ul>				
	<p>PROPOSED DISPOSAL OF ERVEN 3192, 3019 AND 3111 IN MOOIWATER, FRANSCHHOEK: CONSIDERATION OF PUBLIC INPUTS</p> <p>26<sup>TH</sup> COUNCIL MEETING: 2019-04-24: ITEM 7.2.2</p> <p>RESOLVED (majority vote)</p> <ul style="list-style-type: none"> <li>(a) that it be noted that no comment/inputs were received from the residents of wards 1 and 2 in regard to the future use of the properties;</li> <li>(b) that erven 3192, 3019 and 3111 be identified as land not needed to provide the minimum level of basic municipal services, i.e. that it can be, in principle, disposed of;</li> <li>(c) that Council resolves that the properties be put out on a Call for Proposals for multi-purpose institutional use to the benefit of the community. Proposals will be evaluated based on the type of institutional uses, how it will benefit the greater community, and how many institutions will be accommodated through the proposals;</li> <li>(d) that the matter be reported back to Mayco and Council after implementation of resolution (c) above; and</li> <li>(e) that the conditional awarding of the tenders by the Bid Adjudication Committee, should in principle disposal be approved, be submitted to Council to make a final determination on the disposal of the properties.</li> </ul>	<p>7.2.2 PROPOSED DISPOSAL OF ERVEN 3192, 3019 AND 3111 IN MOOIWATER, FRANSCHHOEK: CONSIDERATION OF PUBLIC INPUTS</p> <p>26<sup>TH</sup> COUNCIL MEETING: 2019-04-24: ITEM 7.2.2</p> <p>RESOLVED (majority vote)</p> <ul style="list-style-type: none"> <li>(a) that it be noted that no comment/inputs were received from the residents of wards 1 and 2 in regard to the future use of the properties;</li> <li>(b) that erven 3192, 3019 and 3111 be identified as land not needed to provide the minimum level of basic municipal services, i.e. that it can be, in principle, disposed of;</li> <li>(c) that Council resolves that the properties be put out on a Call for Proposals for multi-purpose institutional use to the benefit of the community. Proposals will be evaluated based on the type of institutional uses, how it will benefit the greater community, and how many institutions will be accommodated through the proposals;</li> <li>(d) that the matter be reported back to Mayco and Council after implementation of resolution (c) above; and</li> <li>(e) that the conditional awarding of the tenders by the Bid Adjudication Committee, should in principle disposal be approved, be submitted to Council to make a final determination on the disposal of the properties.</li> </ul>	2019-04-24	ANNALENEDB	80.00	<p>Council resolved to call for proposals before final decision is taken.</p> <p>Tender specifications for the sale of various institutional sites in Mooiwater, Franschoek has been submitted to DCS.</p> <p>Awaiting approval of tender specifications.</p>

		<i>Councillor DA Hendrickse requested that his vote of dissent be minuted, on the grounds that, in his view, the item is not legally compliant.</i>				
635397	ESTABLISHMENT OF 'FRIENDS GROUPS' FOR STELLENBOSCH NATURE RESERVES AND DESIGNATED NATURE AREAS	<p>7.6.3 ESTABLISHMENT OF 'FRIENDS GROUPS' FOR STELLENBOSCH NATURE RESERVES AND DESIGNATED NATURE AREAS</p> <p>26<sup>TH</sup> COUNCIL MEETING: 2019-04-24: ITEM 7.6.3</p> <p>RESOLVED (majority vote)</p> <p>(a) that Council accepts the concept of "Friends Groups" as a way of creating community involvement in the management of nature areas;</p> <p>(b) that approval is granted for the establishment of "Friends Groups" for the declared nature reserves of Papegaaiberg, Mont Rochelle and Jan Marais Nature Reserve as well as informal nature areas as required;</p> <p>(c) that the Protected Areas Forum Terms of Reference be revised and brought in alignment with the Norms and Standard of the Department of Environment, Gazette Notice 382 of 31 March 2016, and its purpose as alluded to in this item; and</p> <p>(d) that a progress report on the establishment of "Friends Groups" be submitted within 30 days after implementation.</p> <p><i>The following Councillors requested that their votes of dissent be minuted:</i></p> <p><i>Councillors F Adams; FT Bangani-Menziwa (Ms); DA Hendrickse; N Mananga-Gugushe (Ms); RS Nalumango (Ms); N Sinkinya (Ms); P Sitshoti (Ms) and LL Stander.</i></p>	2019-04-24	ALBERTVDM	90.00	Meeting did take place on 31 October with all the interested parties. The minutes was distributed on 15 November 2019.
	PROPOSED RENEWAL OF EXISTING MEMORANDUM OF UNDERSTANDING FOR THE MUNICIPAL COURT OF STELLENBOSCH	<p>8.2.7 PROPOSED RENEWAL OF EXISTING MEMORANDUM OF UNDERSTANDING FOR THE MUNICIPAL COURT OF STELLENBOSCH</p> <p>26<sup>TH</sup> COUNCIL MEETING: 2019-04-24: ITEM 8.2.7</p> <p>RESOLVED (majority vote with abstentions)</p> <p>(a) that the Memorandum of Agreement with the Department of Justice for the Municipal Court for the Stellenbosch District, be renewed for a 3-year term from 1 July 2019; and</p>	2019-04-24	ANNALENEDB	90.00	<p>Agreement sent to Department of Justice for signature.</p> <p>Regular follow ups with department of Justice. Informed by the department that the agreement is signed and will be forwarded to Municipality.</p>

		(b) that the Municipal Manager be delegated to sign all relevant documentation for the extension of the afore-said agreement.				
PROPOSED DISPOSAL OF ERF 347, LE ROUX (GROENDAL)	7.2.2 PROPOSED DISPOSAL OF ERF 347, LE ROUX (GROENDAL) 27 <sup>TH</sup> COUNCIL MEETING: 2019-05-29: ITEM 7.2.2  RESOLVED (majority vote)  (a) that Erf 347, Le Roux (Groendal) be identified as land not needed to provide the minimum level of basic municipal services, i.e. that it can be disposed of in principle;  (b) that Council resolves to dispose of the property by going out on a Call for Proposal, soliciting proposals to develop the land for high density gap housing opportunities; ensuring optimal use of the land, and thereby creating more opportunities for residents of the area. This may include apartments, flats or town houses of different typologies;  (c) that the market value of the property be determined by two independent valuers and be taken into consideration in the SCM determination and reported to Council when the item is tabled for final consideration as indicated in (d) below; and  (d) that, following the supply chain process, the matter be brought back to Council for a final decision on whether to dispose of the property under the conditions set in the supply chain process.  <i>Cllrs DA Hendrickse and LK Horsband requested that their votes of dissent be minuted</i>	2019-05-29	PIETS	30.00	Compilation of tender document in progress.	
DRAFT LAND USE ENFORCEMENT POLICY FOR STELLENBOSCH MUNICIPALITY, MARCH 2019	7.7.1_DRAFT LAND USE ENFORCEMENT POLICY FOR STELLENBOSCH MUNICIPALITY, MARCH 2019 27 <sup>TH</sup> COUNCIL MEETING: 2019-05-29: ITEM 7.7.1  RESOLVED (majority vote with abstentions)  (a) that the draft Land Use Enforcement Policy for Stellenbosch Municipality, March 2019, be approved in principle; and  (b) that the Land Use Enforcement Policy for Stellenbosch Municipality, March 2019, be advertised for public comment for a period of 60 days, where after same be submitted to Council for final consideration and subsequent adoption in terms of the Local Government Municipal Systems Act No. 32 of 2000.	2019-05-29	HEDRED	70.00	Draft Land use Enforcement Policy advertised on 29 August 2019. Closing date is 29 October 2019. In process to compile input.	

	<p>PROPOSED TRANSFER OF MANAGEMENT AND OWNERSHIP OF VAALDRAAI (ELSENBURG) FROM PROVINCIAL GOVERNMENT OF THE WESTERN CAPE TO STELLENBOSCH MUNICIPALITY</p>	<p>7.10.2. PROPOSED TRANSFER OF MANAGEMENT AND OWNERSHIP OF VAALDRAAI (ELSENBURG) FROM PROVINCIAL GOVERNMENT OF THE WESTERN CAPE TO STELLENBOSCH MUNICIPALITY</p> <p>27<sup>TH</sup> COUNCIL MEETING: 2019-05-29: ITEM 7.10.2</p> <p>RESOLVED (nem con)</p> <p>(a) that Council, in principle, agrees to take over the Management of the Vaaldraai Settlement, as an interim arrangement;</p> <p>(b) that Council, in principle, agrees to attend to the township establishment of Vaaldraai, subject thereto that additional land be made available, the detail to be agreed upon;</p> <p>(c) that before any final decision in this regard is made (i.e. (a) and (b) above) the Department: Planning and Economic Development be requested to conduct a feasibility study, which study must also attend to the availability (or not) of bulk infrastructure as well as the identification of additional land to be transferred, taking into account the number of residents/backyard dwellers already on the property; and</p> <p>(d) that, following the feasibility study, a progress report be submitted to Council with the view of making a final determination on the matter.</p>	2019-05-29	PIETS/LESTERV S	50.00	<p>The procurement process has been followed and the closing date was 7 October 2019. The evaluation process is currently taking place.</p>
	<p>TABLING OF REPORT SEEKING AUTHORISATION FOR THE MUNICIPAL MANAGER TO ENTER INTO MULTI-STAKEHOLDER ENGAGEMENT TO EXPLORE POTENTIAL TO UNLOCK THE RE-GENERATION AND TRANSFORMATION POTENTIAL OF THE ADAM TAS CORRIDOR</p>	<p>8.2.4 TABLING OF REPORT SEEKING AUTHORISATION FOR THE MUNICIPAL MANAGER TO ENTER INTO MULTI-STAKEHOLDER ENGAGEMENT TO EXPLORE POTENTIAL TO UNLOCK THE RE-GENERATION AND TRANSFORMATION POTENTIAL OF THE ADAM TAS CORRIDOR</p> <p>27<sup>TH</sup> COUNCIL MEETING: 2019-05-29: ITEM 8.2.4</p> <p>RESOLVED (majority vote)</p> <p>(a) that Council authorizes the Municipal Manager to enter into a multi-stakeholder engagement involving the key national departments, relevant local government institutions, the university, private stakeholders, and various landowners;</p> <p>(b) that Council authorizes the Municipal Manager to explore a public private partnership for the Adam Tas Re-generation Initiative;</p> <p>(c) that Council authorizes the Municipal Manager to undertake further work to explore the feasibility, dependencies, and associated risks, etc. in determining the appropriate path for unlocking the Adam Tas Corridor; and</p>	2019-05-29	SHIREENDV	50.00	<p>The item was tabled, and the recommendations were adopted by Council.</p> <p>Continuous discussions have taken place with various stakeholders including STIAS, Stellenbosch University, private land owners and the Western Cape Dept. of Environmental Affairs and Planning.</p> <p>ATC Scoping exercise scheduled with the WC Provincial Government in October 2019.</p>

		<p>(d) that the Municipal Manager provides feedback to Council.</p> <p><i>Councillors F Adams; DA Hendrickse and LK Horsband (Ms) requested that their votes of dissent be minuted.</i></p>				
<p>PROPOSED DEVELOPMENT OF ERF 81/2 AND ERF 81/9, STELLENBOSCH, FOR BACKYARDERS OF STELLENBOSCH</p>	<p>7.4.1 PROPOSED DEVELOPMENT OF ERF 81/2 AND ERF 81/9, STELLENBOSCH, FOR BACKYARDERS OF STELLENBOSCH</p> <p>29<sup>TH</sup> COUNCIL MEETING: 2019-07-24: ITEM 7.4.1</p> <p>RESOLVED (majority vote)</p> <p>(a) that a feasibility study as a matter of urgency must be concluded to determine the exact extent of the developable area;</p> <p>(b) that the appropriate land use rights as a matter of urgency be obtained;</p> <p>(c) that any development on the property be sensitive and complementary to enhancing the aesthetics of the entrance of Stellenbosch;</p> <p>(d) that the proposed development be earmarked for backyarders in Cloetesville, Ida's Valley and Kayamandi; and</p> <p>(e) that the report be brought to Council as soon as possible.</p> <p><i>Cllrs DA Hendrickse and LK Horsband (Ms) requested that their votes of dissent be minuted.</i></p>	2019-07-24	TABISOM	60.00	<p>A Kick-off meeting was held on Tuesday, 12 November 2019 during which the service provider was requested to submit a project program for the duration of the project and a cash flow in line with the programme. An acceptance letter of appointed was drafted and signed by all relevant parties.</p> <p>After the project programme and cash flow has been submitted and approved the service provider will commence with the project. Estimate turn-around time for completion of the project is three (3) months.</p>	
<p>VAN DER STEL SPORT FACILITY: REVIEW OF THE AGREEMENTS BETWEEN STELLENBOSCH MUNICIPALITY (WC024), STELLENBOSCH SPORT AND RECREATION ASSOCIATION (SSRA) AND VAN DER STEL SPORT COUNCIL</p>	<p>12.2 VAN DER STEL SPORT FACILITY: REVIEW OF THE AGREEMENTS BETWEEN STELLENBOSCH MUNICIPALITY (WC024), STELLENBOSCH SPORT AND RECREATION ASSOCIATION (SSRA) AND VAN DER STEL SPORT COUNCIL</p> <p>29<sup>TH</sup> COUNCIL MEETING: 2019-07-24: ITEM 12.2</p> <p>RESOLVED (majority vote)</p> <p>(a) that the draft MOU between the Stellenbosch Municipality and the SSRA be approved for a six-month period;</p> <p>(b) that, upon the dissolution of the lease agreement between the SSRA and Van Der Stel Sports Council, the Director: Community &amp; Protection Services be mandated to conclude a lease agreement, in line with a</p>	2019-07-24	ALBERTVDM	20.00	<p>The reviewed of the Sports facility Management Plan will be in line with the decision taken on the way forward regarding the management of Van der Stel Sports Facilities.</p>	

		<p>rental amount in line with relevant tariffs for rental of municipal property, as amended, from time to time;</p> <p>(c) that Council agrees that the Community Services Department review the Sport Policy and Facilities Management Model (Plan) of the Stellenbosch Municipality, in consultation with the SSRA;</p> <p>(d) that Council notes that the Municipality will appoint a service provider to conduct a forensic audit of the financial (accounts), operational systems and processes in operation at the Van Der Stel Sport Club; and that the Senior Manager Community Services report back to Council on the forensic investigation's outcome;</p> <p>(e) that Council notes that the Community Services Department will commence with the process to develop an alternative management model for the Van Der Stel Sport facility, in consultation with the SSRA;</p> <p>(f) that a separate report on the outstanding debt of Area Sport Councils be submitted to the next Council Meeting; and</p> <p>(g) that the period of the aforementioned lease agreement period not exceed six (6) months and that the draft Lease Agreement be updated to reflect same.</p> <p><i>The following Councillors requested that their votes of dissent be minuted:</i></p> <p><i>Cllrs FT Bangani-Menziwa (Ms); DA Hendrickse; LK Horsband (Ms); C Moses (Ms); RS Nalumango (Ms); N Mananga-Gugushe (Ms); MD Oliphant and N Sinkinya (Ms);</i></p> <p><i>Cllr J Hamilton requested that his vote of support be minuted.</i></p>				
PROPOSED RENEWAL OF LEASE AGREEMENT: PORTION OF ERF 62, KAYAMANDI: DEPARTMENT OF PUBLIC WORKS: POLICE STATION	11.2.1 PROPOSED RENEWAL OF LEASE AGREEMENT: PORTION OF ERF 62, KAYAMANDI: DEPARTMENT OF PUBLIC WORKS: POLICE STATION 30 <sup>TH</sup> COUNCIL MEETING: 2019-08-28: ITEM 11.2.1 RESOLVED (nem con)	<p>(a) that the portion of erf 62, used as a police station, be identified as land not needed for municipal purposes during the proposed lease period;</p> <p>(b) that approval be granted for the renewal of the Lease Agreement for a period of 9 years and 11 months;</p>	2019-08-28	PIETS	90.00	Lease agreement submitted to DPW for signature.

		<p>(c) that it be noted that leasing property to another sphere of government/organ of state is exempted from following a public participation process;</p> <p>(d) that Council considers the request of the department to rent the property at an amount of R 6121.99 per month, escalating at 6% per annum, and</p> <p>(e) that the Municipal Manager be authorised to draft and sign an appropriate new lease agreement.</p>				
APPLICATION BY PROVINCIAL GOVERNMENT OF THE WESTERN CAPE TO ACQUIRE ERF 718, KAYAMANDI FOR THE UPGRADE AND EXPANSION OF THE EXISTING KAYAMANDI CLINIC	<p>11.2.2 APPLICATION BY PROVINCIAL GOVERNMENT OF THE WESTERN CAPE TO ACQUIRE ERF 718, KAYAMANDI FOR THE UPGRADE AND EXPANSION OF THE EXISTING KAYAMANDI CLINIC</p> <p>30<sup>TH</sup> COUNCIL MEETING: 2019-08-28: ITEM 11.2.2</p> <p>RESOLVED (nem con)</p> <p>(a) that Erf 718 Kayamandi be identified as land not needed to provide the minimum level of basic municipal services;</p> <p>(a) that Council, approves the disposal of Erf 718 Kayamandi to the Provincial Government of the Western Cape, free of charge, on condition:</p> <p>i) that they be responsible for the rezoning and consolidation of Erf 718;</p> <p>ii) that all costs associated with the transfer; including the cost of obtaining vacant occupation, be for the account of the Provincial Government.</p> <p>(c) that Council considers whether the Erf is donated or sold at a price below market value as it will be used for the benefit of the community;</p> <p>(d) that Council's intention to donate/sell Erf 718 to the Provincial Government be advertised for public inputs/objections; and</p> <p>(e) that, following the public notice, the item be brought back to Council to consider any inputs/objections before making a final decision.</p>	2019-08-28	PIETS	70.00	Closing date for submissions was 21 November 2019. Updated item will be submitted during January 2020.	
ADOPTION OF THE DRAFT LOCAL ECONOMIC DEVELOPMENT	<p>11.7.1 ADOPTION OF THE DRAFT LOCAL ECONOMIC DEVELOPMENT STRATEGY FOR PUBLIC PARTICIPATION</p> <p>30<sup>TH</sup> COUNCIL MEETING: 2019-08-28: ITEM 11.7.1</p>	2019-08-28	WIDMARKM	70.00	In process to compile inputs from the public and other spheres of government.	



	STRATEGY FOR PUBLIC PARTICIPATION	RESOLVED (nem con) that the draft Economic Development Strategy be approved and published for further inputs from the public for a period of 30 days.				
	REVIEWED STELLENBOSCH LIQUOR TRADING HOURS BY-LAW FOR COUNCIL APPROVAL	11.7.3 REVIEWED STELLENBOSCH LIQUOR TRADING HOURS BY-LAW FOR COUNCIL APPROVAL 30 <sup>TH</sup> COUNCIL MEETING: 2019-08-28: ITEM 11.7.3 RESOLVED (nem con) (a) that Council approves the Reviewed Stellenbosch Liquor Trading By-law for public consultation purposes; and (b) that the Administration be mandated to advertise said Reviewed Stellenbosch Liquor Trading By-law for public comments (60 days), after which it will be submitted to Council for final consideration.	2019-08-28	WIDMARKM	65.00	In process to compile inputs from public comments.
	APPROVAL OF LEASE AGREEMENT FOR OFFICE SPACE: EIKESTAD MALL	13.3 APPROVAL OF LEASE AGREEMENT FOR OFFICE SPACE: EIKESTAD MALL 30 <sup>TH</sup> COUNCIL MEETING: 2019-08-28: ITEM 13.3 RESOLVED (majority vote) (a) that Council approves the conclusion of a 2-year Lease Agreement with an option of a further renewal with Eikestad Mall Joint Venture, based on a tariff of R210/m <sup>2</sup> , for 961.01m <sup>2</sup> , escalating at 8% per annum for the current and additional office space available; (b) that the Municipal Manager be authorised to conclude the lease agreement with Eikestad Mall Joint Venture; and (c) that it be noted that the Municipal Manager will allocate the office space in view of the needs identified.  <i>Councillors DA Hendrickse and LK Horsband (Ms) requested that their votes of dissent be minuted.</i>	2019-08-28	PIETS	90.00	Draft lease agreement submitted by land lord. Agreement currently assessed to ensure council's protection of rights.
	THE ALLOCATION OF VACANT MUNICIPAL AGRICULTURAL LAND	13.1 THE ALLOCATION OF VACANT MUNICIPAL AGRICULTURAL LAND TO THE SUCCESSFUL LAND APPLICANTS 30 <sup>TH</sup> COUNCIL MEETING: 2019-08-28: ITEM 13.1	2019-08-28	WIDMARKM	50.00	Municipal agricultural land allocated to the successful land applicants. Signing of lease agreements and hand-over to be done on 28 November 2019.

	TO THE SUCCESSFUL LAND APPLICANTS	<p>RESOLVED (nem con)</p> <p>(a) that Council notes the process undertaken and the final recommended outcomes as listed below.</p> <table border="1" data-bbox="405 328 1182 1378"> <thead> <tr> <th>No</th> <th>Portion</th> <th>Size (ha)</th> <th>Water (ha)</th> <th>Highest scorer</th> <th>Recommended</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>502 V</td> <td>21.6</td> <td>8</td> <td>Hylton P Arendse</td> <td>That Hylton P. Arendse be the preferred applicant for 502 V.</td> </tr> <tr> <td>13</td> <td>502 AP</td> <td>7</td> <td>2</td> <td>Chris Jacobs</td> <td rowspan="2">That Chris Jacobs be the preferred applicant for 502 AP and AM. The two pieces of land lay adjacent to each other and will make economic sense to farm as one unit</td> </tr> <tr> <td>12</td> <td>502 AM</td> <td>8.56</td> <td>3</td> <td>Chris Jacobs</td> </tr> <tr> <td>4</td> <td>502 AW</td> <td>6</td> <td>0</td> <td>Bradley Cortereal</td> <td>That Bradley Cortereal be the preferred applicant for 502 AW.</td> </tr> <tr> <td></td> <td>502 AU</td> <td>8.9</td> <td></td> <td>Re advertise for beekeeping</td> <td>Portion 502AU is regarded as a nature conservation area by Cape Nature, the only farming purpose this land could be utilized for is beekeeping as the property is overgrown by fynbos.</td> </tr> <tr> <td></td> <td>502 M</td> <td>5.1</td> <td>3</td> <td rowspan="2">Re advertise 502 M &amp; 502 Was one unit</td> <td rowspan="2">The portion is located next to 502W, and should be utilised as a water resource for 502M as it is a wetland area, which will not be suitable for farming on its own.</td> </tr> <tr> <td></td> <td>502 W</td> <td>9</td> <td>3</td> </tr> <tr> <td>5</td> <td>502 BFN</td> <td>15.5</td> <td>6</td> <td>Elsenburg Khoisan Farmers</td> <td>That Elsenburg Khoisan Farmers be the preferred applicant for 502BFN. More than 10ha of land have been already allocated to both Hilton Arendse and Chris Jacobs.</td> </tr> </tbody> </table>	No	Portion	Size (ha)	Water (ha)	Highest scorer	Recommended	5	502 V	21.6	8	Hylton P Arendse	That Hylton P. Arendse be the preferred applicant for 502 V.	13	502 AP	7	2	Chris Jacobs	That Chris Jacobs be the preferred applicant for 502 AP and AM. The two pieces of land lay adjacent to each other and will make economic sense to farm as one unit	12	502 AM	8.56	3	Chris Jacobs	4	502 AW	6	0	Bradley Cortereal	That Bradley Cortereal be the preferred applicant for 502 AW.		502 AU	8.9		Re advertise for beekeeping	Portion 502AU is regarded as a nature conservation area by Cape Nature, the only farming purpose this land could be utilized for is beekeeping as the property is overgrown by fynbos.		502 M	5.1	3	Re advertise 502 M & 502 Was one unit	The portion is located next to 502W, and should be utilised as a water resource for 502M as it is a wetland area, which will not be suitable for farming on its own.		502 W	9	3	5	502 BFN	15.5	6	Elsenburg Khoisan Farmers	That Elsenburg Khoisan Farmers be the preferred applicant for 502BFN. More than 10ha of land have been already allocated to both Hilton Arendse and Chris Jacobs.				Reviewing of policy in process.
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		(b) that the Policy be reviewed to address the unintended consequences; and																						
		(c) that the Administration continue with the implementation of the Policy in regard to vacant land.																						
659698	POLICY FOR THE IMPLEMENTATION OF AN AUXILIARY LAW ENFORCEMENT SERVICE FOR STELLENBOSCH MUNICIPALITY	<p>11.1.2 POLICY FOR THE IMPLEMENTATION OF AN AUXILIARY LAW ENFORCEMENT SERVICE FOR STELLENBOSCH MUNICIPALITY</p> <p>31<sup>ST</sup> COUNCIL MEETING: 2019-09-25: ITEM 11.1.2</p> <p>RESOLVED (majority vote)</p> <p>(a) that Council approves the advertisement of the draft Policy for the implementation of an Auxiliary Law Enforcement Service for Stellenbosch Municipality for a period of 30 days for public input; and</p> <p>(b) that the inputs received during the above public participation process be worked into a final draft Policy for the implementation of an Auxiliary Law Enforcement Service for Stellenbosch Municipality to be presented to Council for approval.</p> <p><i>Councillors F Adams and DA Hendrickse requested that their votes of dissent be minuted.</i></p>	2019-09-25	CHARLK	60.00	Public participation comments closes 25 November 2019.																		
659698	POLICY ON EXTERNALLY-FUNDED LAW	11.1.3 POLICY ON EXTERNALLY-FUNDED LAW ENFORCEMENT AND TRAFFIC OFFICERS	2019-09-25	CHARLK	60.00	Public participation comments closes 25 November 2019.																		

ENFORCEMENT AND TRAFFIC OFFICERS	31 <sup>ST</sup> COUNCIL MEETING: 2019-09-25: ITEM 11.1.3 RESOLVED (majority vote)  (a) that Council approves the advertisement of the draft Policy on Externally-Funded Law Enforcement and Traffic Officers for a period of 30 days for public input; and  (b) that the inputs received during the above public participation process be worked into a final draft Policy on Externally-Funded Law Enforcement and Traffic Officers to be presented to Council for approval.  <i>Councillors F Adams and DA Hendrickse requested that their votes of dissent be minuted.</i>  <i>The Speaker ordered Cllr F Adams to leave the Council Chamber for disorderly conduct (Rule 32.2).</i>					
PROPOSED RENEWAL OF LEASE AGREEMENT: BURGERHUIS: HISTORIESE HUISE VAN SUID-AFRIKA BEPERK: ERF 3389, STELLENBOSCH	11.2.1 PROPOSED RENEWAL OF LEASE AGREEMENT: BURGERHUIS: HISTORIESE HUISE VAN SUID-AFRIKA BEPERK: ERF 3389, STELLENBOSCH  31 <sup>ST</sup> COUNCIL MEETING: 2019-09-25: ITEM 11.2.1 RESOLVED (majority vote)  (a) that erven 3389 and 607, Stellenbosch, be identified as land not needed for use to provide basic services during the period for which such rights are to be granted, as provided for in Regulation 36 of the Asset Transfer Regulations;  (b) that Council, in principle approves that a lease agreement for 9 years and 11 months to be concluded on a private treaty basis with Historiese Huise van Suid-Afrika Beperk, as provided for in Regulation 34 (1) (b), but subject thereto that Council's intention be advertised for public inputs/comments/objections, as provided for in paragraph 9.2.2 of the Property Management Policy;  (c) that an independent valuer be appointed to determine the fair market rentals for the properties referred to in (a);  (d) that the lease agreement provides for a 3 months' notice period to terminate the lease agreement;	2019-09-25	PIETS	70.00		Closing date for inputs was 21 November updated item will serve at January 2020 Council meeting.

		<p>(e) that Council, in principle, approves the rental at 50% of the fair market rental payable by Historiese Huise, as provided for in paragraph 22.1.4 of the Property Management Policy; and</p> <p>(f) that a draft agreement be submitted with the return item.</p> <p><i>The following Councillors requested that their votes of dissent be minuted:</i></p> <p><i>Cllr FT Bangani-Menziwa (Ms); G Cele (Ms); DA Hendrickse; C Moses (Ms); RS Nalumango (Ms); MD Oliphant; N Sinkinya (Ms); P Sitshoti (Ms); and LL Stander.</i></p>				
PROPOSED RENEWAL OF LEASE AGREEMENTS: BERGZICHT TRAINING CENTRE: PORTION OF REMAINDER ERF 235, STELLENBOSCH	<p>11.2.2 PROPOSED RENEWAL OF LEASE AGREEMENTS: BERGZICHT TRAINING CENTRE: PORTION OF REMAINDER ERF 235, STELLENBOSCH</p> <p>31<sup>ST</sup> COUNCIL MEETING: 2019-09-25: ITEM 11.2.2</p> <p>RESOLVED (majority vote)</p> <p>(a) that the portion of Remainder erf 235, Stellenbosch, as indicated on fig 2 be identified as land not needed for own use during the period for which such rights are to be granted, as provided for in Regulation 36 of the Asset Transfer Regulations;</p> <p>(b) that Council, in principle approves that a lease agreement for 2 years be concluded on a private treaty basis with Bergzicht, Training Centre, as provided for in Regulation 34 (1) (b), subject thereto that Council's intention be advertised for public inputs/comments/objections, as provided for in paragraph 9.2.2 of the Property Management Policy;</p> <p>(c) that an independent valuer be appointed to determine the fair market rental for the property referred to in (a);</p> <p>(d) that the lease agreement provides for a 3 months' notice period to terminate the lease agreement;</p> <p>(e) that Council, in principle, approves 20% of the fair market value to be the rental payable by Bergzicht Training Centre, as provided for in paragraph 22.1.4 of the Property Management Policy; and</p> <p>(f) that a draft agreement be submitted with the return item.</p> <p><i>Councillor DA Hendrickse requested that his vote of dissent be minuted.</i></p>	2019-09-25	PIETS	70.00	Closing date for inputs was 21 November updated item will serve at January 2020 Council meeting.	
DRAFT PROBLEM PROPERTY BY- LAW FOR STELLENBOSCH	<p>11.7.1 DRAFT PROBLEM PROPERTY BY- LAW FOR STELLENBOSCH MUNICIPALITY ON, 17 MAY 2019</p> <p>31<sup>ST</sup> COUNCIL MEETING: 2019-09-25: ITEM 11.7.1</p>	2019-09-25	TABISOM	65.00	To be advertised for public participation from mid October 2019.	

MUNICIPALITY ON, 17 MAY 2019	RESOLVED (nem con)	<p>(a) that the revised Draft By-law on Problem Properties for Stellenbosch Municipality, 17 May 2019, be advertised for public participation for 30 days; and</p> <p>(b) that after the comments have been reviewed, the edited By-Law be resubmitted to the Mayoral Committee and Council for final consideration and subsequent approval.</p>				
DRAFT POLICY ON PLACE NAMING, STREET NAMING AND RENAMING AND NUMBERING FOR STELLENBOSCH MUNICIPALITY, EDITED 17 MAY 2019	<p>11.7.2 DRAFT POLICY ON PLACE NAMING, STREET NAMING AND RENAMING AND NUMBERING FOR STELLENBOSCH MUNICIPALITY, EDITED 17 MAY 2019</p> <p>31<sup>ST</sup> COUNCIL MEETING: 2019-09-25: ITEM 11.7.2</p> <p>RESOLVED (nem con)</p>	<p>(a) that the revised Policy on Place Naming and Street Naming, Renaming and Numbering for Stellenbosch Municipality be advertised for public comment for 60 days;</p> <p>(b) that after public participation has been received, the Draft Policy will be brought back to Council for final consideration; and</p> <p>(c) that the final approved Policy be translated into all 3 official languages.</p>	2019-09-25	HEDRED	65.00	Advertised for public participation in mid October 2019.
TRANSFER OF 80 HOUSES: LA MOTTE VILLAGE	<p>11.2.1 TRANSFER OF 80 HOUSES: LA MOTTE VILLAGE</p> <p>32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 11.2.1</p> <p>RESOLVED (majority vote with abstentions)</p>	<p>(a) that transfer to the 10 households that are paid up be effected as a matter of urgency;</p> <p>(b) that a monthly progress report from the transferring attorney on the status quo and progress of the transfer be provided to the Municipality;</p> <p>(c) that letters be given as a matter of urgency to the 9 beneficiaries who allowed illegal occupants to occupy the houses to provide reasons why the houses should not be transferred to other beneficiaries;</p> <p>(d) that letters be given as a matter of urgency to all illegal occupying households to provide reasons why they should not be evicted from the houses they are</p>	2019-10-23	PIETS	20.00	Draft letters have been compiled for the various categories of residents and will be served on residents during December. Progress report awaited from attorneys to serve in January 2020.

		<p>occupying illegally as they were not recognised as the beneficiaries for the houses they occupy;</p> <p>(e) that an investigation as a matter of urgency be lodged as to how the 10 illegal occupants of unallocated houses were allowed to occupy the houses; and</p> <p>(f) that letters be given as a matter of urgency to all beneficiaries who are in arrears on the outstanding rental amounts to inform them that council intend to assist them, should they qualify for financial assistance from financial institutions or government subsidies to buy the houses. They will however still be liable for outstanding amounts on services.</p>				
ACQUISITION OF ERF 1852	<p>11.2.2 ACQUISITION OF ERF 1852</p> <p>32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 11.2.2</p> <p>RESOLVED (majority vote with abstentions)</p> <p>(a) that the Municipal Manager be authorised to enter into a tender process for the acquisition of Erf 1852, Stellenbosch; and</p> <p>(b) that should the Municipality be the successful tenderer it be subject to Council's approval.</p> <p><i>Councillors DA Hendrickse and LK Horsband (Ms) requested that their votes of dissent be minuted.</i></p>	2019-10-23	ANNALENEDB	50.00	Municipality awarded the tender. Council approved acquisition on 14 November 2019. Transfer process will start.	
DRAFT HOUSING ALLOCATION POLICY	<p>11.4.1 DRAFT HOUSING ALLOCATION POLICY</p> <p>32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 11.4.1</p> <p>RESOLVED (majority vote with abstentions)</p> <p>(a) that Council adopts the Housing Allocation Policy as a draft, in principle, and</p> <p>(b) that the Draft Housing Allocation Policy for Stellenbosch Municipality be advertised for public comments, whereafter it be resubmitted to Council for final consideration and subsequent adoption.</p>	2019-10-23	ROTANDAS	80.00	The Draft Housing Allocation Policy for Stellenbosch Municipality was advertised on 14 November 2019 in the press (Paarl Post and Eikestad News) and on the Website for public comment to be submitted by 17 February 2020 (60 day commenting period extended to 90 days due to Council's recess in Dec/Jan). Draft Policy documents are available for perusal at all Libraries in the WC024.	
IDENTIFICATION OF POSSIBLE INFILL HOUSING DEVELOPMENTS IN	<p>11.4.2 IDENTIFICATION OF POSSIBLE INFILL HOUSING DEVELOPMENTS IN THE CLOETESVILLE AREA</p> <p>32<sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 11.4.2</p>	2019-10-23	LESTERVS	10.00	Specifications to conduct feasibility studies is currently being drafted by the user department.	

THE CLOETESVILLE AREA	RESOLVED (majority vote)	<p>(a) that the Directorate: Planning and Economic Development be requested to conduct feasibility studies on all the erven that were identified in the Aurecon report, as well as the sites identified by the representatives of the Backyarders Committee except those mentioned in paragraph (c) below;</p> <p>(b) that these studies include the feasibility for housing, including emergency housing, different housing typologies that address the challenges the communities are facing in the Cloetesville area; or whether it will be better suited for other community needs;</p> <p>(c) that the Municipal Manager be mandated to start an investigation into non-municipal land including properties owned by the national or provincial government that may be acquired by Council for housing purposes; and</p> <p>(d) that a feasibility study report be submitted as soon as possible but not later than the end of the current financial year.</p>				
APPROVAL AND ADOPTION OF THE WATER SERVICE DEVELOPMENT PLAN 2019	11.5.1 APPROVAL AND ADOPTION OF THE WATER SERVICE DEVELOPMENT PLAN 2019 32ND COUNCIL MEETING: 2019-10-23: ITEM 11.5.1 RESOLVED (majority vote)	<p>(a) that the content of this report be noted;</p> <p>(b) that the attached Draft Water Service Development Plan (2019) be approved in principle by Council;</p> <p>(c) that the Department: Water &amp; Wastewater Services invite public comment on the Water Services Development Plan (2019) by means of a notice in the local media; and</p> <p>(d) that Council approves the Water Services Development Plan (2019) after public comment has been considered.</p> <p>Councillors DA Hendrickse and LK Horsband (Ms) requested that their votes of dissent be minuted.</p>	2019-10-23	DEONL	65.00	Final draft to serve at November 2019 MayCo.
DRAFT TREE MANAGEMENT POLICY OF MUNICIPAL TREES WITHIN WC024	11.6.1 DRAFT TREE MANAGEMENT POLICY OF MUNICIPAL TREES WITHIN WC024 32 <sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 11.6.1 RESOLVED (nem con)		2019-10-23	TAMMYL	20.00	The draft Tree Management Policy will be advertised for public comment from November 2019 as per the decision by the MAYCO



		<p>(a) that the attached Draft Tree Management Policy be accepted by Council;</p> <p>(b) that Council approves the advertisement of the Draft Tree Management Policy (August 2019) for a period of 60 days for public input; and</p> <p>(c) that the inputs received during the above public participation process be worked into a final draft Tree Management Policy to be presented to Council for approval.</p>				
	REVIEWING OF THE POLICY ON LEASING AND USE OF MUNICIPAL HALLS	<p>11.9.1 REVIEWING OF THE POLICY ON LEASING AND USE OF MUNICIPAL HALLS</p> <p>32ND COUNCIL MEETING: 2019-10-23: ITEM 11.9.1</p> <p>RESOLVED (majority vote)</p> <p>that the attached draft revised policy on the hiring and use of municipal halls be approved in principle and be circulated for public comments for 30 days before it is re-submitted for final approval.</p> <p>Councillors F Adams; DA Hendrickse and LK Horsband (Ms) requested that their votes of dissent be minuted.</p>	2019-10-23	ALBERTVDM	20.00	The department is in the process of compiling the advertisement to be circulated for public comments.
	INTEGRATED HUMAN SETTLEMENTS PLAN: STELLENBOSCH MUNICIPALITY	<p>13.2 INTEGRATED HUMAN SETTLEMENTS PLAN: STELLENBOSCH MUNICIPALITY</p> <p>32ND COUNCIL MEETING: 2019-10-23: ITEM 13.2</p> <p>RESOLVED (majority vote)</p> <p>(a) that Council note the responses received from the public participation process with respect to the Integrated Human Settlement Plan (IHSP);</p> <p>(b) that Council takes note of the request for an additional information session with especially with the residents of Onder-Papegaaiberg and other stakeholders;</p> <p>(c) that a public meeting is scheduled on 29 October 2019 to address the concerns raised in the comments received from the public; and</p> <p>(d) that the departments Roads, Transport, Stormwater and Traffic Engineer, Spatial Planning and Housing Development make presentations as suggested in the correspondence of Stellenbosch Interest Group.</p>	2019-10-23	JOHRUR	90.00	An advert was placed in the local newspaper for public comments and the closing date was 12 July 2019. The department received comments and objections. An item to be serve before Council in October 2019.

		Councillors DA Hendrickse and LK Horsband (Ms) requested that their votes of dissent be minuted.				
	ADOPTION OF THE STELLENBOSCH INFORMAL TRADING POLICY	13.3 ADOPTION OF THE STELLENBOSCH INFORMAL TRADING POLICY 32 <sup>ND</sup> COUNCIL MEETING: 2019-10-23: ITEM 13.3 RESOLVED (majority vote) (a) that, after considering the comments made by the public, Council adopts the Stellenbosch Informal Trading Policy; and (b) that the Stellenbosch Informal Trading By-Law be amended to incorporate the objectives and provisions as incorporated in the Informal Trading Policy.	2019-10-23	WIDMARKM	50.00	In process to amend the Trading By-law to incorporate the objectives and provisions as contained in the approved Informal Trading Policy.

**NB: RESPONSES PROVIDED BY RELEVANT DEPARTMENTS**

10.	ITEMS FOR NOTING
10.1	REPORT/S BY THE EXECUTIVE MAYOR
10.1.1	CHANGE IN SECTION 80 COMMITTEE PORTFOLIO CHAIRPERSONS

Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

27 November 2019

**1. CHANGE IN SECTION 80 PORTFOLIO COMMITTEE CHAIRPERSONS****2. PURPOSE OF REPORT**

To inform Council on the reshuffling of the Mayoral Committee that has subsequently led to a change in the Section 80 Portfolio Committee chairpersons.

**3. DELEGATED AUTHORITY**

Municipal Council

**4. EXECUTIVE SUMMARY**

The Executive Mayor, in terms of Section 60 of the Municipal Structures Act 117 of 1998 reshuffled her Mayoral Committee members effective from 1 November 2018. This led to a change in the Councillors that served as Chairpersons to the Section 80 Committees as well as the portfolios which they represent, and the introduction of two new S80 Committees.

The National and Provincial elections on 8 May 2019 led to the resignation of Cllr de Villiers, who was the Mayco member for Community Safety and Portfolio Chair for Community and Protection Services, and the position became vacant. Cllr Q Smit then also acted as Portfolio Chair of the particular committee. Cllr R Badenhorst was subsequently appointed as Mayco member for Community Safety.

On 11 November 2019 the Speaker and the Deputy Mayor both resigned, and the ex-Deputy Mayor was appointed as interim Speaker. On 14 November 2019 a new Deputy Mayor and Speaker were re-elected.

**5. RECOMMENDATIONS**

- (a) that it BE NOTED that the Executive Mayor has appointed the following Mayco members as Chairpersons of the Section 80 Committees –

**Human Settlements**

Deputy Mayor Petersen

**Financial Services**

Cllr Patricia Crawley

**Parks, Open Spaces and Environment**

Cllr Xoliswa Mdemka

**Planning and Economic Development**

Cllr Esther Groenewald

**Youth, Sports and Culture**

Cllr Manie Pietersen

**Rural Management and Tourism**

Cllr Salie Peters

**Community and Protection Services**

Cllr Rikus Badenhorst

**Infrastructure Services**

Cllr Quintin Smit

**Corporate Services**

Cllr Aldridge Frazenburg

**5. DISCUSSION / CONTENT****5.1 BACKGROUND**

Council at an Urgent meeting held on 16 February 2017 appointed the Section 80 Committees in line with legislation. The Executive Mayor appointed her Mayoral Committee and Council noted the chairpersons of the respective committees in line with Section 80 of the Municipal Structures Act.

During October 2018 the Executive Mayor, in terms of Section 60 of the Municipal Structures Act, reshuffled the Mayoral Committee leading to a change in Chairpersons of the Mayoral Committee which led to a total restructuring and changing of the current S80 committees.

The National and Provincial elections on 8 May 2019 led to the resignation of Cllr de Villiers, who was the Portfolio Chair for Community and Protection Services, and the position became vacant. Cllr Q Smit then also acted as Portfolio Chair of the particular committee.

On 11 November 2019 the Speaker and the Deputy Mayor both resigned, and the then Deputy Mayor was appointed as interim Speaker. On 14 November 2019 a new Deputy Mayor and Speaker were re-elected.

It is herewith required that Council notes the change in chairpersons of the Section 80 Committees.

**5.2 FINANCIAL IMPLICATIONS**

None

**5.3 LEGAL IMPLICATIONS**

S60 of the Municipal Structures Act.

S80 of the Municipal Structures Act.

**5.4 STAFF IMPLICATIONS**

None.

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**5.5 PREVIOUS / RELEVANT COUNCIL RESOLUTIONS:**

Item 5.1: Urgent Council meeting held on 16 February 2017.

Item 13.2.1: 21<sup>st</sup> Council meeting held on 31 October 2018.

Item 13.2.1: 24<sup>th</sup> Council meeting held on 27 February 2019.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Donovan Muller
<b>POSITION</b>	<i>Manager: Council Support</i>
<b>DIRECTORATE</b>	<i>Corporate Services</i>
<b>CONTACT NUMBERS</b>	021 808 8314
<b>E-MAIL ADDRESS</b>	<a href="mailto:Donovan.Muller@ Stellenbosch.gov.za">Donovan.Muller@ Stellenbosch.gov.za</a>
<b>REPORT DATE</b>	2019-11-20

10.1.2	<b>REPORT BY THE EXECUTIVE MAYOR ON THE MAYOR – RECTOR FORUM MEETING: 27 SEPTEMBER 2019</b>
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

27 November 2019

**1. SUBJECT: REPORT BY THE EXECUTIVE MAYOR ON THE MAYOR – RECTOR FORUM MEETING: 27 SEPTEMBER 2019**

**2. PURPOSE**

To inform Council of the matters under discussion at the Mayor – Rector Forum meeting held on 27 September 2019.

**3. DELEGATED AUTHORITY**

FOR INFORMATION

**4. EXECUTIVE SUMMARY**

The Executive Mayor has since her election reported to the Council on discussions that takes place at the regular meetings of the Mayor – Rector Forum. The meeting was held on 27 September 2019. The minutes is attached as **Annexure A**.

**5. RECOMMENDATIONS**

- 5.1 That Council take note of the report from the Executive Mayor.

**6. DISCUSSION / CONTENTS**

**6.1 Background**

The forum was established to collaborate and share information and research on main areas of agreement regarding the challenges facing Stellenbosch and the possible solutions.

**6.2 Discussion**

The Executive Mayor has since her election reported to the Council on discussions that takes place at the regular meetings of the Mayor – Rector Forum. The minutes is attached as **Annexure A**.

The following concerns were discussed: 27 September 2019

- Standing items
  - o Feedback: Mobility Subcommittee
  - o Feedback: Safety and Planning Subcommittee
  - o Feedback: Infrastructure Development Subcommittee
  - o Water Management
- New matters
  - o Feedback on “Give Responsibly Campaign”
  - o Budget, IDP and SDF Process
  - o Gender based Violence

**6.3 Financial Implications**

Recommendations flowing from the discussions is dealt with in terms of the approved budget.

**6.4 Legal Implications**

Any recommendations flowing from the discussions are dealt with through items or normal administrative actions within the policies of Council.

**6.5 Staff Implications**

This report has no additional staff implications to the Municipality.

**6.6 Previous / Relevant Council Resolutions:**

24 July 2019: item 9.1.2

**6.7 Risk Implications**

No additional risk implications

**6.8 Comments from Senior Management**

The report was not circulated for comment. The Executive Mayor discusses relevant issues with the Municipal Manager who takes up actions with the Directors directly.

**ANNEXURES**

Annexure A: - Minutes of the Mayor/Rector meeting, 27 September 2019.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	DONOVAN MULLER
<b>POSITION</b>	<b>MANAGER: COUNCIL SUPPORT</b>
<b>DIRECTORATE</b>	<b>CORPORATE SERVICES</b>
<b>CONTACT NUMBERS</b>	<b>021 8088314</b>
<b>E-MAIL ADDRESS</b>	<a href="mailto:Donovan.Muller@stellenbosch.gov.za">Donovan.Muller@stellenbosch.gov.za</a>
<b>REPORT DATE</b>	<b>20 November 2019</b>

# **ANNEXURE A**



## Minutes of the Rector / Executive Mayor's Forum

**Date:** Friday, 27 September 2019

**Time:** 10:00 – 12:00

**Location:** Stellenbosch University

**Chair:** Prof W de Villiers

### Attendees:

<b>Stellenbosch Municipality (Municipality)</b>	
Adv Gesie van Deventer (GvD)	Executive Mayor
Mr Deon Louw (DL)	Director: Engineering Services
Mr Tabiso Mfeya (TM)	Director: Human Settlements & Property Management
Mr Charl Kitching (CK)	Deputy Director: Security Services
Mr Donovan Muller (DM)	Office Manager: Executive Mayor
Mr Gary Boshoff (GB)	Director: Community & Protection Services
Ms Shireen de Visser (SdV)	Senior Manager: Governance
Ms Michelle Aalbers (MA)	Manager: Community Development
<b>Stellenbosch University (SU)</b>	
Prof Wim de Villiers (WdV)	Rector and Vice-Chancellor
Prof Nico Koopman (NK)	Vice-Rector: Social Impact, Transformation & Personnel
Prof Stan du Plessis (SdP)	Chief Operating Officer
Ms Nicolette van den Eijkel (NvdE)	Chief Director: Facilities Management
Dr Leslie van Rooi (LBvR)	Senior Director: Social Impact & Transformation
Ms Sandra Mulder (SM)	Corporate Communication

### Apologies:

<b>Stellenbosch Municipality (Municipality)</b>	
Adv Gesie van Deventer	Executive Mayor
Ms Geraldine Mettler (GM)	Municipal Manager
Mr Tabiso Mfeya	Director: Human Settlements & Property Management
<b>Stellenbosch University (SU)</b>	
Prof Eugene Cloete (EC)	Vice-Rector: Research, Innovation & Postgraduate Studies

<b>1. Constitution, opening and welcome</b>	
<p>WdV welcomed everyone present and apologies were noted.</p> <p>Michelle Aalbers joined the meeting for the first time.</p> <p>Noted the Executive Mayor attended the US Council meeting, where gender based violence events at the US were discussed, and awareness to be created about the events.</p> <p>There will also be Council communication about the appointment of the new Chancellor.</p>	WdV
<b>2. Finalisation of agenda</b>	
<p>Prof N Koopman added gender based Violence to the agenda.</p>	WdV
<b>3. Approval of minutes</b>	
<p>The minutes of the last meeting were approved.</p>	WdV
<b>4. Matters from previous meeting</b>	
<p><b>4.1 Future Upgrade of the Braak</b></p> <p>The item was put out for public participation and only 5 submissions were received. A report is to be compiled to serve before the next Mayco meeting.</p>	DL
<p><b>4.2 Major employers of Stellenbosch</b></p> <p>A Stellenbosch network was established of about 30, and the request was that the municipality be incorporated into the network. LvR requested if Michelle Aalbers can be part of the Employers Network, through a request submitted to the Executive Mayor for approval.</p>	LvR
<b>5 Standing matters</b>	
<p><b>5.1 Feedback by Mobility Subcommittee</b></p> <p>DL reported on the so called Eastern Link, and briefed the forum that the plan of the proposed link was already promulgated in 1968. This is only in the initial planning stage.</p> <p>DL also reported on the widening of the access road to Technopark. The aim is to relieve traffic congestion. The proposed completion will be over 3 years.</p> <p>DL also informed that Paul Kruger street and the western part of Bird Street is proposed to possibly become part of the transit-oriented plan in the future. A policy is to be drafted to assist with NMT.</p> <p>WdV spoke about the prevalence of scooters and e-bikes in California and the research done around it. DL responded that National Law in South Africa declares e-bikes illegal. Should Stellenbosch want to proceed with this proposal for e-bikes, a by-law will have to be created for it.</p>	DL

<p>NvdE also raised concerns about the disabled regarding NMT and research / incorporation.</p> <p>The students who did the presentation on eMobility was afforded an audience with the Premier on 3 October 2019 to discuss their proposal.</p>	
<p><b>5.2 Feedback by Safety and Planning Subcommittee</b></p> <p>This subcommittee will now link directly with the MACC and feedback will thus be integrated.</p> <p>NvdE gave feedback on the MACC meeting. The last meeting took place on 12 February 2019. Some items that were discussed include concerns regarding homeless people in Stellenbosch and the Merriman Avenue houses. NvdE indicated there is movement with the problem properties identified, as well as with the homeless study.</p> <p>NvdE also expressed the issue of the withdrawal of funding for the SSI.</p> <p>GB and CK provided the layout for the next 5 – 10 months. The SSI that was established in 2014 excluded some communities, and the objective is to also include neighbourhood watches (NHW). A central control room must be established from where all operations are co-ordinated, and this will include all the stakeholders. Proposal is a meeting during November 2019 to discuss protocol and rules and responsibilities with all the stakeholders. There will also be a mandate clearance discussion and MOU's must be put in place.</p> <p>CK briefed the forum about the reservist policy, and it will include members of the NHW. Proposed offer of 40 hours free service that will include receiving training, uniforms, etc.</p> <p>CK also briefed about the "Rent-a Cop" policy, where businesses can contribute to the policing and security measures by renting a cop. This will be for a certain area / section and involves training off law enforcement officers and peace officers. This was initially withdrawn but was mandated by the new deputy Director.</p> <p>SdP pointed out the weak points / risk points as identified by students in the US security plan, and more visible security is needed. The existence of the generational gap between students and security officers must also be addressed. Students do sometimes have unrealistic expectations and must also understand roles and responsibilities.</p> <p>WdV raised the concern addressed by Prof A Schoonwinkel about responsible</p>	<p>NvdE / GB / CK</p>

<p>information. The concern was expressed in relation to awareness campaigns for first years. LvR raised the concern about alcohol abuse and related incidents. There must be joint co-operation between US and SM to address these issues. This seems to be critical in the first and third term.</p>	
<p><b>5.3 Feedback by Infrastructure Development Subcommittee</b> DL briefed the forum about the 14 projects of co-operation. The Municipality reported that it is busy with various joint projects. One of the projects, as mentioned in the previous meeting, is the cameras at the traffic lights at the R44. This project is going well. This is the first phase; the rest of the traffic lights will be done next year.</p> <p>A short discussion on bulk parking was had, pointing to the section 78 report.</p> <p>The modelling of the Idas Valley dam and the effects of evaporation is a study of particular interest.</p>	DL
<p><b>5.4 Water management</b> Stellenbosch is currently on a Level 2 water restriction. There will be an increase of water of 6.5%, starting on 1 July 2019. The Committee decided that the water crisis must be kept on the agenda.</p>	DL
<p><b>6 New matters</b></p>	
<p><b>6.1 Feedback on “Give Responsibly Campaign”</b> MA briefed the forum on the progress of the “Give Responsibly” campaign. The aim is to break the cash economy on the street, and address the issue of street people.</p> <p>Currently there are 44 distribution points to buy coupons, incl residences and the Neelsie. To date, 56 000 coupons sold, meaning R56 000 not on street. As at January 2019, only about 2 000 coupons were redeemed.</p> <p>There was a 227% increase in redeeming of coupons for August 2019. More research must be done to understand the patterns.</p> <p>MA also outlined the obstacles: street people who circumvent the system, where the homeless sell the coupons because they prefer cash. People forget to write the name of the recipient on the coupon. The idea is to develop an App to remove cash from the system. The assistance of students to design the app was offered, and also to assist Heartflow to track the progress of the first year of the system. More awareness to be done on keeping the campaign relevant / newsworthy.</p>	MA
<p><b>6.2 Budget, IDP and SDF process</b> SdV briefed the forum on the budget, IDP and SDF process. US is regarded as one the important stakeholders and was advised to actively participate in the</p>	SdV

<p>processes.</p> <p>SdP said the US did submit inputs, and was advised that inputs must also be submitted to the IDP and Governance office to ensure inputs are recorded and included in these processes.</p>	
<p><b>6.3 Gender based Violence</b></p> <p>NK highlighted the fact that gender based violence is included on the risk register of the US. Students submitted a detailed memo to the US and WdV responded with a very detailed response. The response included the partnership with the SM.</p> <p>The concern raised is what is done jointly to ensure the strengthening of the partnership in order to address the matter. The request is for SM to become part of the joint discourse, and also to help address and break the culture of rape and violence.</p> <p>More must be done in order to ensure better joint operations and co-operation, as well as joint training for security personnel to deal with issues related to gender based violence.</p> <p>DL and GB also highlighted the fact that SM has the weekly Thursday #AmI Next silent protest, and invited the US to participate in the event.</p>	<p>NK</p>
<p><b>7 Next meeting</b></p>	
<p>The next meeting will take place on Thursday, 7 November 2019 at SM</p>	

10.2	<b>REPORT/S BY THE SPEAKER</b>
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NONE

10.3	<b>REPORT/S BY THE MUNICIPAL MANAGER</b>
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10.3.1	<b>MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR OCTOBER 2019</b>
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Collaborator No: **8/1**  
 BUDGET KPA Ref No: **Good Governance and Compliance**  
 Meeting Date:

**1. SUBJECT: MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR OCTOBER 2019**

**2. PURPOSE**

To comply with Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy 2019/2020 to report the deviations to Council.

**3. DELEGATED AUTHORITY**

Council for noting.

**4. EXECUTIVE SUMMARY**

Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy (2019/2020) stipulate that SCM deviations be reported to Council. In compliance thereto, this report presents to Council the SCM deviations that occurred during October 2019.

**5. RECOMMENDATIONS**

that Council notes there were no deviations for the month of October 2019.

**6. DISCUSSION / CONTENTS**

**6.1 Background/Legislative Framework**

The regulation applicable is as follows:

**GNR.868 of 30 May 2005: Municipal Supply Chain Management Regulations**

**Deviation from and ratification of minor breaches of, procurement processes**

**36.** (1) A supply chain management policy may **allow the accounting officer—**  
 (a) To **dispense with the official procurement processes** established by the policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only—  
 (i) in an emergency;  
 (ii) if such goods or services are produced or available from a single provider only;

(iii) for the acquisition of special works of art or historical objects where specifications are difficult to compile;  
 (iv) acquisition of animals for zoos; or  
 (v) in any other exceptional case where it is impractical or impossible to follow the official procurement processes; and  
 (b) to ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.

(2) The accounting officer must record the reasons for any deviations in terms of sub regulation (1) (a) and (b) and **report them to the next meeting of the council**, or board of directors in the case of a municipal entity, and include as a note to the annual financial statements.

## 6.2 Discussion

No deviations were approved for the month of October 2019.

## 6.3 Financial Implications

None

## 6.4 Legal Implications

The regulation applicable is:

**GNR.868 of 30 May 2005: Municipal Supply Chain Management Regulations: Deviations from and ratification of minor breaches of, procurement processes.**

## 6.5 Staff Implications

No staff implications

## 6.6 Previous / Relevant Council Resolutions

None

## 6.7 Risk Implications

That the market may not be tested.

The measures in place to deal with deviations mitigate the risk to an acceptable level. The auditor general also audit the deviations during the yearly audit

## 6.8 Comments from Senior Management

The item was not circulated for comment except to Municipal Manager

### 6.8.1 Municipal Manager

Supports the recommendations.

### FOR FURTHER DETAILS CONTACT:

<b>NAME</b>	<i>Kevin Carolus</i>
<b>POSITION</b>	<i>CFO</i>
<b>DIRECTORATE</b>	<i>Finance</i>
<b>CONTACT NUMBERS</b>	<i>021 808 8528</i>
<b>E-MAIL ADDRESS</b>	<i>Kevin.Carolus@stellenbosch.gov.za</i>
<b>REPORT DATE</b>	<i>11 November 2019</i>

11.	<b>ITEMS FOR CONSIDERATION FROM THE EXECUTIVE MAYOR OR MAYORAL COMMITTEE: [ALD. G VAN DEVENTER (MS)]</b>
11.1	<b>COMMUNITY AND PROTECTION SERVICES: (PC : CLLR FJ BADENHORST)</b>
11.1.1	<b>REVIEW OF TRAFFIC MANAGEMENT PLAN 2017-2022</b>

**Collaborator No:** 665472  
**IDP KPA Ref No:**  
**Meeting Date:** 20 November 2019

**1. SUBJECT: REVIEW OF TRAFFIC MANAGEMENT PLAN 2017-2022**

**2. PURPOSE**

To submit the revised Traffic Management Plan to Council for noting.

**3. DELEGATED AUTHORITY**

Council

**4. EXECUTIVE SUMMARY**

Stellenbosch Traffic Services has an obligation in accordance with the Constitution to ensure the safety of all road users within our area of jurisdiction. The revised traffic management plan will give overview of our current status within our area of jurisdiction, integration and implementation of provincial and national initiatives.

South Africa has pledged its support to the United Nations Decade of Action for Road Safety by setting milestones which are in line with the UN resolution. Participating road entities consists of the Local Authority Municipalities of which Stellenbosch Traffic Services form part of, Road Traffic Management Corporation (RTMC), the Road Safety Infringement Agency (RTIA), the South African National Roads Agency (SANRAL), the Road Accident Fund (RAF), and the Cross Border Road Transport Agency (CBRTA).

Road safety and its high fatality rate has become a burning issue and rank as one of the most pressing challenges facing modern society today. Stellenbosch Traffic Services have recorded within the WC024 area, 21,683 accidents (crashes) between 2012 to 2018 and 169 road deaths (fatalities) during the same period. South Africa has been ranked to having as one of the worst road death rates in the world.

South Africa has in support of the United Nations Decade of Action (UNDoA 2011-2020) for Road Safety has undertaken to save lives and prevent serious injuries caused by road accidents (crashes). A Road Safety Strategy being developed by the RTMC will include the principles of the Safe Systems' approach and gives effect to the five pillars of the UNDoA.

These pillars are:

- Road Safety Management,
- Safer Roads and Mobility,
- Safer Vehicles,
- Safer Road Users and
- Post-crash response.



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These strategies are cascaded down to all road safety practitioners for implementation and execution. The Western Cape Government implemented the “Safely Home Programme” which will be provided later in the document. Stellenbosch Traffic Services including all local/provincial authorities implements initiatives as set by national and provincial government.

**5. RECOMMENDATION**

that the revised plan be noted.

**6. DISCUSSION / CONTENTS**

**6.1 Background**

The revised Traffic Management Plan 2017-2022 is attached as **ANNEXURE A**

**6.2 Discussion**

Plan is to be noted as a revised plan.

**6.3 Financial Implications**

None

**6.4 Legal Implications**

None

**6.5 Staff Implications**

None

**6.6 Previous / Relevant Council Resolutions**

None

**6.7 Risk Implications**

None

**6.8 Comments from Senior Management**

No comments required.

**6.8.1 Director: Infrastructure Services**

No comments required

**6.8.2 Director: Planning and Economic Development**

No comments required

**6.8.3 Director: Community and Protection Services**

No comments required

**6.8.4 Director: Strategic and Corporate Services**

No comments required

**6.8.5 Chief Financial Officer**

No comments required

**6.8.6 Municipal Manager:**

No comments required

**RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2019-11-20: ITEM 7.1.1**

that the Revised Traffic Management Plan 2017-2022, be noted.

**ANNEXURES****Annexure A:** Revised Traffic Management Plan 2017-2022**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	<b>Harold Williams</b>
<b>POSITION</b>	<b>Deputy Chief: Traffic Law Enforcement</b>
<b>DIRECTORATE</b>	<b>Community and Protection Services</b>
<b>CONTACT NUMBERS</b>	<b>021 808 8838</b>
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<b>REPORT DATE</b>	<b>29/08/2019</b>

# **ANNEXURE 1**



**STELLENBOSCH**

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY



## ***TRAFFIC MANAGEMENT PLAN 2017 – 2022***

Revised by Harold Williams

August 2019

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## EXECUTIVE SUMMARY

Stellenbosch Traffic Services has an obligation in accordance with the Constitution to ensure the safety of all road users within our area of jurisdiction. The revised traffic management plan will give overview of our current status within our area of jurisdiction, integration and implementation of provincial and national initiatives.

South Africa has pledged its support to the United Nations Decade of Action (UNDoA) for Road Safety by setting milestones which are in line with the UN resolution. Participating road entities consists of the Local Authority Municipalities of which Stellenbosch Traffic Services form part of, Road Traffic Management Corporation (RTMC), the Road Safety Infringement Agency (RTIA), the South African National Roads Agency (SANRAL), the Road Accident Fund (RAF), and the Cross Border Road Transport Agency (CBRTA).

Road safety and its high fatality rate has become a burning issue and rank as one of the most pressing challenges facing modern society today. Stellenbosch Traffic Services have recorded within the WC024 area, 21,683 accidents (crashes) between 2012 to 2018 and 169 road deaths (fatalities) during the same period. South Africa has been ranked to having as one of the worst road death rates in the world.

South Africa has in support of the United Nations Decade of Action (UNDoA 2011-2020) for Road Safety undertaken to save lives and prevent serious injuries caused by road accidents (crashes). A Road Safety Strategy being developed by the RTMC will include the principles of the Safe Systems approach and gives effect to the five pillars of the UNDoA.

These pillars are:

- Road Safety Management,
- Safer Roads and Mobility,
- Safer Vehicles,
- Safer Road Users and
- Post-crash response.

These strategies are cascaded down to all road safety practitioners for implementation and execution. The Western Cape Government implemented the “Safely Home Programme” which will be provided later in the document. Stellenbosch Traffic Services including all local/provincial authorities implements initiatives as set by national and provincial government.

## 1. INTRODUCTION

In the Revised Traffic Management Plan of Stellenbosch Traffic Services will look at all the factors (human, vehicle and Roads/environment) that contribute to accidents (crashes) on the roads within the WC024 area. Stellenbosch Traffic Services will base our approach on the relationship between the different variables found in the information that we have gathered through the different information sources. Stellenbosch Traffic Services will also look at number of accidents (crashes), fatalities and also the type of accidents and the time of day it occurred in the WC024 area. Stellenbosch Traffic Services will focus on the variables contributing to accidents, and deploy our resources intelligently. With this approach Stellenbosch Traffic Services would like to decrease our accidents (crashes) and fatality rate in the WC024 area. In line with international best practice and global guidelines, and the provincial safety home plan, the components of the revised traffic management plan were brought in line with the Five Pillars for road safety, as propagated by the United Nations Decade of Action (UNDoA) for Road Safety and the objectives of the provincial safety home plan.

## 2. CAUSAL ANALYSIS OF ACCIDENTS (CRASHES)

In order to assist with the identification of problems underlying accidents, an analysis of the causes of accidents in particular is useful. Local research conducted by the RTMC determined the following breakdown of accident (crash) causes in South Africa. The figures depicted are, human factor:73.6%, vehicle factor: 14.1% and Roads and Environment factor: 12.3%. Although it is acknowledged that human factors play a significant role as a contributory factor to accidents (crashes), factors such as the road environment begin to play an ever increasing role in influencing road user behaviour and reducing the risk of serious injury and death when accidents(crashes) occur. It must be noted that there are other elements such as the road environment, which influences road user behaviour and thus conversely also contributes to the reduction of serious injuries and accidents (crashes).

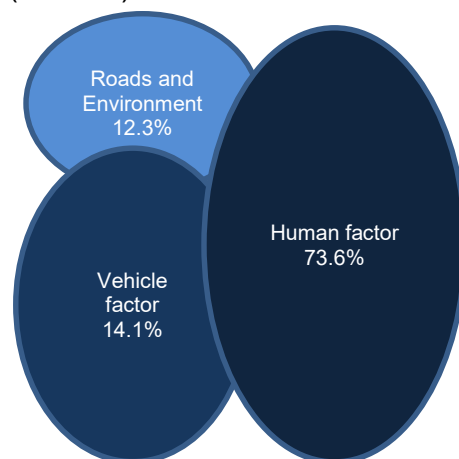


Figure 1: Factor contribution to accidents(crashes) (RTMC 2014)



## 2.1. Accident data for the period 2012 – 2018

There was a total of 21683 accidents recorded in the WC024 area from 2012 to 2018. A gradual increase in road traffic accidents/crashes from 2012 till 2017 was observed.

The highest total recorded in 2017. It is unclear why there was an increase in accidents, but since the implementation of the Traffic Management Plan there was a slight decrease in 2018. See figure 1 below.

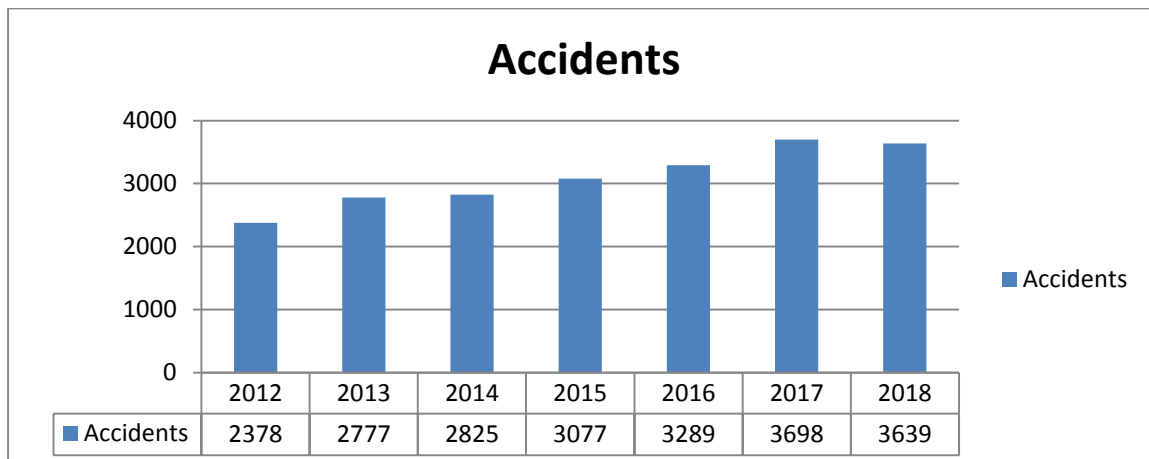


Figure 2: Number of accidents (crashes) in the Greater Stellenbosch area.

## 2.2. Road accident fatality data

From 2012 to 2018 a number of 169 fatalities were recorded in the WC 024 area due to road accidents. The average fatality rate annually is in the mid-twenties, with an exception of two years, 2016; 34 and 2017; 17.

After the implementation of the Traffic Management Plan in 2017 there was a decrease in fatalities in the area.

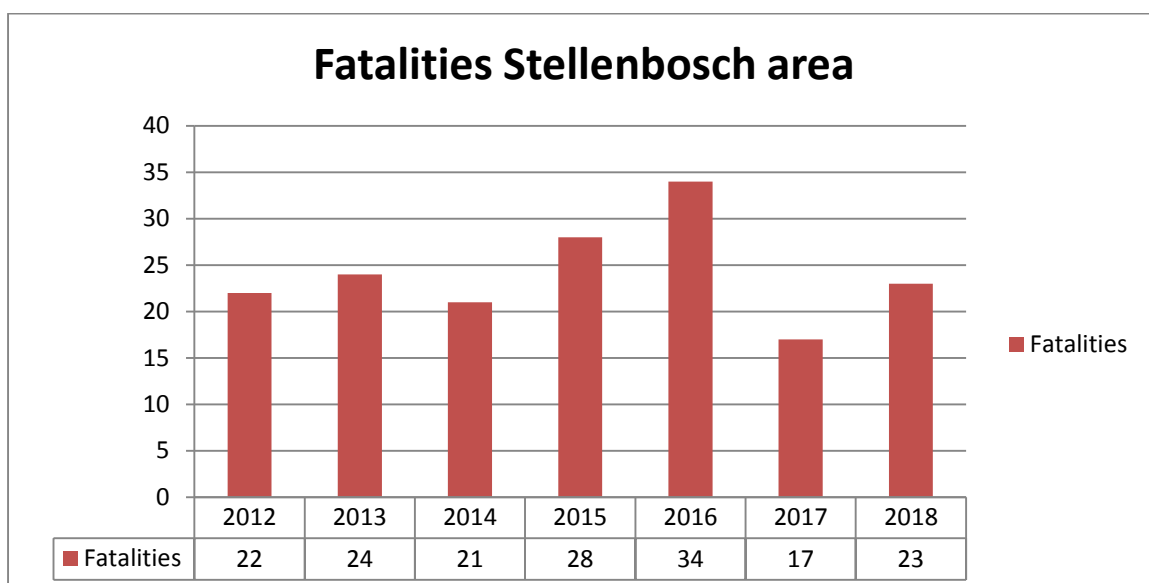


Figure 3: Road accident (crash) fatalities

### 2.3. Accidents(crashes) per time of day

With the analysis of the graph below it is clear what time the day our visibility is needed.

It is evident in the graph below that the accident rate increases with the peak traffic volumes. Between 06h00 and 08h00 in the morning there is an increase in accidents, and between 15h00 and 18h00 in the afternoon.

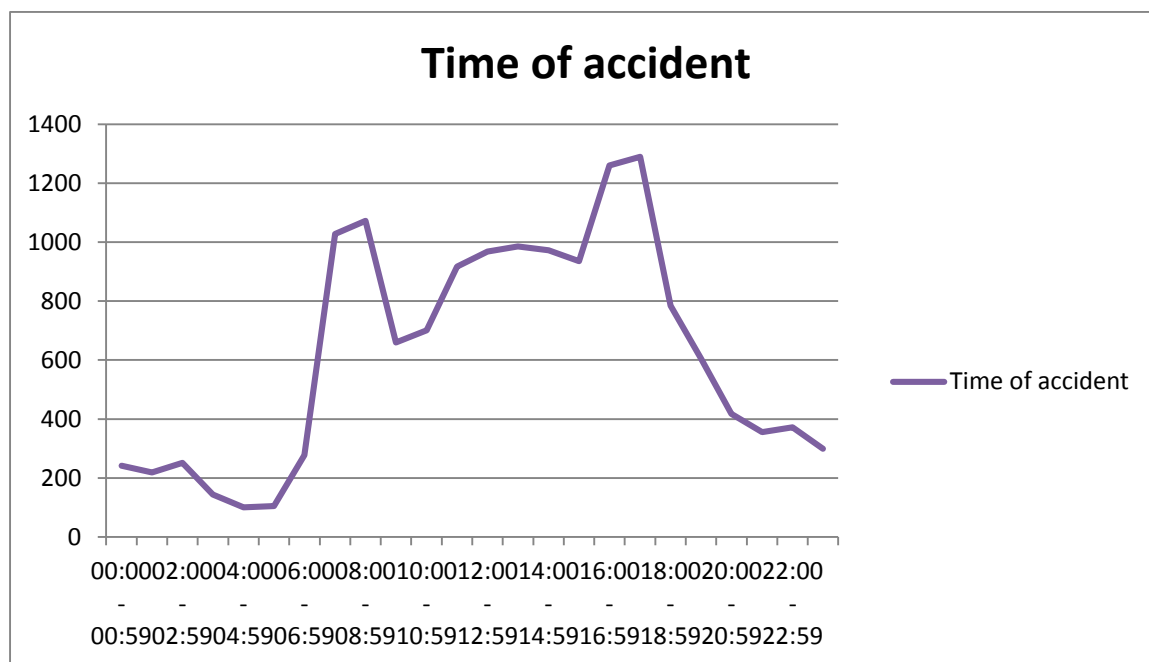


Figure 4: Accidents per time of day

### 2.4. Accident types

The table below depicts that most accidents occurred due to vehicles that crashed into another vehicle from behind. This could be the result of an unsafe following distance.

<b>Accident Type:</b>	
Accident with animal	224
Accident with fixed object	471
Accident with fixed/other object	908
Accident with pedestrian	606
Accident with train	15
Approach at angle - one or both turning	6
Approach at angle- both travel straight	944
Head on	203
<b>Head/Rear end</b>	<b>4815</b>
Other	218
Reversing	1947
Sideswipe - opposite direction	586
Sideswipe - same direction	1709

Single vehicle overturned	301
Single vehicle: left the road	255
Turn left from wrong lane	11
Turn right in face of oncoming traffic	7
Unknown	735

Table 1: Accidents by type

## 2.5. Causes of accidents (crashes)

The table below depicts that most accidents were caused by an unsafe following distance. This could be a result of speeding and or distracted driving, especially during peak hours.

<b>Specified Cause:</b>	
Animals in road	193
Aquaplane	5
Bicycle	2
Blinded	3
Bypass a vehicle that turned	103
Bypass distance too close	1521
Bypass on left side	42
Bypass with oncoming traffic	10
Change lane while unsafe	185
Cut in front of other	178
Did not yield	118
Drive on wrong side	329
Driver Error / Other	1199
Driving too fast	21
Drunk in Charge	22
Drunk pedestrian	2
Entered traffic while unsafe	619
Failing to keep left	12
Falling asleep/blackout	19
Falling object	35
Hit and run	287
Ignored barrier lines	1
Ignored red robot	182
Ignored stop sign	632
<b>Insufficient following distance</b>	<b>4382</b>
Lost control	1238
Making a U-turn when unsafe	110
Mechanical problems	50
No sign of turning	2
Object in road	144
Park in dangerous situation	4

Park without lights	1
Parking on-road	16
Passenger fell out of vehicle	1
Pedestrian	565
Pothole	8
Private Property Incident	3
Severe weather conditions	1
Severe weather conditions/poor visibility	2
Slippery road – gravel	6
Slippery road – oil	9
Slippery road – wet	80
Stop in dangerous situation	4
Sudden stop	69
Swerving	73
Turn in face of on-coming traffic	282
Tyre burst	6
Vehicle reversed	2134
Wild animals in road	51

Table 2: Causes of accidents

### 3. STELLENBOSCH VEHICLE POPULATION

The following tables give record of registered licenced vehicles and unlicensed vehicles within the registering authority of Stellenbosch Municipality. The tables below depicts the totals of different classes of vehicles, and also the different categories, on the national database regarding Stellenbosch Municipality, e.g. in the second column from the left, heavy load vehicles(trucks) with a GVM(gross vehicle mass) of more than 3500kg equip to draw(trailer)=826. In the seventh column from the left it reads Motorcycles, Motor tricycles (motorcycle with three wheels) and quadrucycles (motorcycle with four wheels)=2042.

RA	Heavy load veh(GVM>3500Kg equip to draw)	Heavy load veh(GVM>3500Kg, not to draw)	Heavy passenger mv (12 or more persons)	Light load vehicle (GVM 3500Kg or less)	Light passenger mv(less than 12 persons)	Motorcycle/ Motor tricycle/ Quadrucycle	Special Vehicle	Unknown	Grand Total
Stellenbosch	826	652	601	12800	30761	2042	2052	76	49810

Table 3: Stellenbosch licenced vehicle population (Natis: May 2017)

RA	Heavy load veh(GVM>3500Kg equip to draw)	Heavy load veh(GVM>3500Kg, not to draw)	Heavy passenger mv (12 or more persons)	Light load vehicle (GVM 3500Kg or less)	Light passenger mv(less than 12 persons)	Motorcycle/ Motor tricycle/ Quadrucycle	Special Vehicle	Unknown	Grand Total
Stellenbosch	10	13	18	318	810	124	55	3	1351

Table 4: Stellenbosch unlicensed vehicle population (Natis: May 2017)

## 4. GOALS

South Africa has developed a Road Safety Strategy which is aligned with the goals and targets of both the UNDoA and National Development Plan 2030. The Road Traffic Management Corporation as the prime agency on road safety in South Africa is responsible for leading the process of strategy development together with the support of various public and private stakeholders. The strategy is aimed at addressing the goals as set by the UNDoA and is supported by a separate Implementation Plan to enable and facilitate the execution thereof.

### 4.1. Below are goals as set by national government for implementation various spheres of government:

- 4.1.1. To achieve a measurable improvement in road user behaviour – including skill, safer decisions and better regard for other road users.
- 4.1.2. To reduce the incidence of traffic offences, including speeding, drink-driving and drug-driving, dangerous overtaking etc.
- 4.1.3. Improving traffic enforcement; and road safety education.
- 4.1.4. To improve the standards of road design to ensure that all road users are given adequate protection and information.
- 4.1.5. To ensure that unfit road users are identified and appropriately removed from traffic.
- 4.1.6. To ensure that un-roadworthy (including overloaded) vehicles are appropriately removed from traffic.
- 4.1.7. To improve the safety level of public transport vehicles and drivers.
- 4.1.8. To support an improved network of public transport.
- 4.1.9. To minimise concentration of traffic flow on strategic roads during holiday periods.
- 4.1.10. To reduce the incidence of dangerous driving.
- 4.1.11. To improve the risk-taking behaviour of pedestrians.
- 4.1.12. To reduce impact forces by lowering speeds.
- 4.1.13. To increase the use of protective vehicle technologies including, amongst others, seatbelts, airbags and warning devices.
- 4.1.14. To ensure that road design is forgiving, this allowing motorists to recover from error, or to survive an impact when it is inevitable.
- 4.1.15. To reduce the average response times of emergency services.
- 4.1.16. To improve the quality of post-crash care.
- 4.1.17. To prioritise the safety of pedestrians and other VRUs in road design.
- 4.1.18. To legislate for safety of all vehicle occupants, including light delivery vehicles and truck passengers.
- 4.1.19. To develop education programmes for VRUs to enhance their road safety knowledge.
- 4.1.20. Identify and address key VRU crash sites on a rolling basis.
- 4.1.21. Improve formal cooperation between government departments.
- 4.1.22. Clarify lines of responsibility between entities.
- 4.1.23. Ensure adequate funding for road safety interventions.
- 4.1.24. Ensure more consistent road safety efforts across South Africa.
- 4.1.25. Significantly improve enforcement systems.
- 4.1.26. Ensure that all road safety professionals are competent, and that entities have sufficient capacity.
- 4.1.27. Ensure that all road safety interventions are intelligence led.
- 4.1.28. Ensure that all road safety interventions are monitored, evaluated and enhanced.
- 4.1.29. Increase respect for rule of law in traffic.

- 4.1.30. Improve public understanding of traffic regulations and prosecution process.
- 4.1.31. Develop clear and straightforward anti-corruption processes, utilising modern technologies where appropriate to detect instances of corruption.
- 4.1.32. Ensure that penalties for corruption are sufficiently punitive to act as a deterrent.
- 4.1.33. Improved public education and awareness of road crashes and their impact on South African society.
- 4.1.34. Educate South Africans to know that change in road safety is possible and achievable.
- 4.1.35. Encourage a shared sense of responsibility and respect.
- 4.1.36. Involve young people in debates around road safety, and in leading road safety campaigns and interventions.
- 4.1.37. Developing incentives for people to comply with traffic laws.

## 4.2. Critical goals

Stellenbosch Traffic Services have identified ten of the National goals which was prioritised as critical issues within the WC024 area:

- 4.2.1. To achieve a measurable improvement in road user behaviour – including skill, safer decisions and better regard for other road users.
- 4.2.2. To reduce the incidence of traffic offences, including speeding, drink-driving and drug-driving, dangerous overtaking etc.
- 4.2.3. To ensure that unfit road users are identified and appropriately removed from traffic.
- 4.2.4. To ensure that un-roadworthy (including overloaded) vehicles are appropriately removed from traffic.
- 4.2.5. To improve the safety level of public transport vehicles and drivers.
- 4.2.6. To reduce the incidence of dangerous driving
- 4.2.7. To improve the risk-taking behaviour of pedestrians
- 4.2.8. To develop education programmes for VRUs to enhance their road safety knowledge.
- 4.2.9. Identify and address key VRU crash sites on a rolling basis.
- 4.2.10. Ensure that all road safety interventions are intelligence led.

## 4.3. Targets

The strategic evaluation considered international, national, and provincial government targets relating to road safety.

Where specific targets have been established, they identify fatalities as the primary indicator for measuring success and international and provincial targets are aligned in this regard.

- *To halve the number of deaths and injuries from road traffic accidents by 2020*
- *To provide access safe roads by improving road safety with special attention to the needs of VRU`s, by 2020.”*

Increases in population, vehicle numbers and events have not been matched with increases in traffic officer numbers within the WC024 area. Traffic law enforcement also lacks certain basic equipment, like firearms, bulletproof vests, and traffic cones. Traffic law enforcement resources are found to be wholly inadequate with no dedicated staff to address some of the priority goals. This is of particular concern in the face of rising pedestrian fatalities and fatal accidents in the WC024 area.

## 5. LEGISLATIVE FRAMEWORK & MANDATE

The Constitution (Act 108 of 1996) provides for traffic as a schedule 5 functional area where local government is to promote a safe and healthy environment.

Powers conferred upon a traffic officer are in terms of section 3 of the National Road Traffic Act (Act 93 of 1996) and as Peace Officer in terms of the Criminal Procedures Act (Act 51 of 1977). A traffic officer is also appointed as a Process Server in terms of Section 15(2) of the Magistrate's Court Act 32 of 1944.

The role of the traffic services is to pro-actively and reactively deal with traffic related matters such as enforcement of Municipal by laws, National Land Transport Act (Act 5 of 2009) and Administrative Adjudication of Road Traffic Offences (Act 46 of 1998) including compliance to the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000), Local Government: Municipal Structures Act, 1998 (Act 117 of 1998), the White Paper on Local Government dated 9 March 1998.

**See Annexure A: Powers & Duties of a traffic officer in terms of Act 93 of 1996 (31)**

## 6. CURRENT STATUS

Stellenbosch has a road network of 602 km which includes all provincial and urban roads within WC 024. The department is divided into 2 (two) sections, namely traffic law enforcement and traffic administration. Both play a pertinent role in ensuring road safety.

Tasks performed by each division:

### 6.1. Traffic Law Enforcement

- 6.1.1 Enforcement of the National Road Traffic Act and National Land Transport Act
- 6.1.2 Parking enforcement/management
- 6.1.3 Point-duty during morning, midday and evening peak at critical locations as well as school points (20)
- 6.1.4 Special actions such as enforcement of driving under influence of alcohol or drugs, illegal racing, transportation of illegal substances
- 6.1.5 Road safety training and education provided for crèches, nursery schools, primary/high schools, colleges, university as well as pedestrian, cyclists, farm workers, rehabilitation centres and youth groups. Training also includes learner's licence programs for youth and scholar patrol and level-crossing awareness.
- 6.1.6 Accident (post-crash) response and information gathering on accident (crash) scenes.
- 6.1.7 Events (road closures, escort duties)
- 6.1.8 Incident management of national key points including escorting of dangerous substances.

- 6.1.9. Public Transport activities and checking of roadworthy status of governmental appointment of busses.
- 6.1.10. Speed enforcement and ANPR (Automatic number-plate recognition) and speed adjudication
- 6.1.11. Impoundment facility

## 6.2. Traffic Administration

- 6.2.1 Driving and learner's license testing, driver's license conversions/renewals, PrDP applications
- 6.2.2 Vehicle testing (all class vehicles)
- 6.2.3 Vehicle registration and licensing
- 6.2.4 Court section with assistance of external service provider processes all notices, financial management of court section, motor-vehicle registration and driving license divisions

## 6.3. Main Challenges

- 6.3.1 Traffic officers (30 in total) performs overlapping/multiple tasks such as adjudication of all speed offences, driver/learner licence testing, vehicle testing and additional new tasks, the testing of all municipal employees authorised to drive council vehicles.
- 6.3.2 Traffic law enforcement division is divided into 3 shifts operating from 06:00 until 24:00. In addition, the traffic law enforcement component (traffic officers) is allocated to various units such as public transport unit, speed enforcement and adjudication, training and accident (post-crash) response.
- 6.3.3 Overall challenges are experienced with the lack of traffic officers, motor-vehicles, safety of officers and total hours of overtime worked.
- 6.3.4 With the annual increase in Stellenbosch student population (30 000) and increasing vehicle purchases (registration and licencing of vehicles) places an enormous strain and frustration on both staff and public, which gave rise to extended working hours (weekends) as well as deployment of current staff to Franschoek office.

## 7. ACTION PLAN

It is of utmost importance to have a holistic approach to the prevention of accidents. There are various recommendations provided for improvement of road safety and reduction of fatalities. The UNDoA Global Plan provides five pillars for improvement of road safety, together with the Safe Systems Approach which forms the basis for the establishment of goals and the development of the strategy developed by national stakeholders and which is to be implemented by all spheres of government. The department intends to further extend its actions with specific focusses to prevent and/or reduce injuries and to investigate causes and possible interventions.

Pillar		Action
1.	<b>Road Safety Management</b> <ul style="list-style-type: none"> <li>- Lack of direction and resources</li> <li>- Fragmentation</li> </ul>	<ul style="list-style-type: none"> <li>• Motivate for annual funding with projected milestones.</li> <li>• <b>High risks areas of WC 024 to be mapped</b></li> </ul>



	<ul style="list-style-type: none"> <li>- Fraud and corruption</li> <li>- Lawlessness and lack of effective law enforcement</li> <li>- Formal driving standards</li> <li>- Crash data</li> </ul>	<p><b>and investigate. We will focus on developing suitable solutions and implement it.</b></p> <ul style="list-style-type: none"> <li>• Recommendation for VMS – speed signs on all main entrances.</li> <li>• Conduct more regular public transport vehicle fleet roadworthiness.</li> <li>• Conduct regular assessment of road signage and road markings within rural and urban area. (Road safety education and social marketing)</li> </ul>
<p><b>2. Roads</b></p>	<p>South Africa has been documented as having some of the best road infrastructure on the African continent. Authorities constantly invest in road infrastructure and improvements by the growing vehicle population and increasing freight. Transport models designed by authorities now incorporate non-motorised transport but results in higher risk to pedestrians. Accident data reflects that many of these accident locations have poor or no street lighting. The road infrastructure in the WC024 area is in a fairly good condition but poor lighting on certain roads, such as the R45 near Franschoek.</p>	<ul style="list-style-type: none"> <li>• <b>Increase education and training strategies by initiating more frequent campaigns to raise awareness in the WC024 area.</b></li> <li>• The department currently networks with various entities and private organisations but intends to further improve the partnerships through public exposure. (Road safety education and social marketing)</li> </ul>
<p><b>3. Vehicles</b></p>	<p>A substantial percentage of active vehicles are not roadworthy with an average age of 11 years old. The condition of public transport and freight vehicles are an on-going concern, with poor quality tyres and brakes, compounded by overloading, is frequently a factor in fatal crashes.</p>	<ul style="list-style-type: none"> <li>• <b>Stellenbosch unlicensed vehicle population totals 1351. General notices for un-licensed vehicles are being issued which does not solve the problem. Inter-governmental actions by using mobile roadworthy vehicles are to be arranged with Provincial Traffic.</b></li> </ul>
<p><b>4. Road Users</b></p>	<p>Accident data reflects that the most contributing factor to accidents and fatalities are due to</p>	<ul style="list-style-type: none"> <li>• <b>As per Stellenbosch Accident statistics, 80% of accidents are caused by</b></li> </ul>

	<p>irresponsible driver behaviour, distracted driving, drunken driving, speeding, non-compliance with traffic laws, fatigue, irresponsible and dangerous behaviour by pedestrians, poor attitudes towards traffic law and violations, poor understanding of basic road safety principles.</p>	<p><b>irresponsible driver behaviour. In developing programmes the 4 “E” on road safety are to be considered, namely: education, enforcement, evaluation and engineering.</b></p> <ul style="list-style-type: none"> <li>• Audit high pedestrian hazloc locations.</li> <li>• Manual enforcement Implement new speed management strategies (Combination of regulatory speeds and enforcement)</li> </ul>
<p><b>5.</b></p>	<p><b>Post-crash Care</b></p> <p>Inconsistent post-crash care between private and public sector. Further challenges identified are response rates, training of emergency staff and the quality of the equipment utilised by such staff as well as the lack of a single emergency call number within the WC024 area.</p>	<ul style="list-style-type: none"> <li>• <b>Traffic Services` responsibility is to ensure accurate capturing of accident data to ensure positive processing. The department has established a unit with additional training on safe-guarding accident scenes, collecting/recording information within the WC024 area.</b></li> <li>• As known in the traffic fraternity, the first hour of a scene is most crucial, “the golden hour”, where well-trained, equipped staff is required to save a life/lives. A good relationship has been developed between the unit and local police stations, where traffic response times are faster and where after relevant emergency services can be activated.</li> </ul>

## **7.1. Additional action strategies**

### **7.1.1. 24/7 Shift System**

In order to achieve successes, the departmental structure needs to be aligned with the developing area. Local traffic services are obligated to change the manner of operation such as the implementation of a 24/7 shift system. Due to lack of resources and other tasks, the department fails to provide on-going patrols/visibility on rural/provincial roads including residential areas. Compliance should be improved by harsher parking management and enforcement, equal deploying of staff throughout the 22 wards. We have implemented an EPWP project to provide assistance at rural schools during peak hours, motivate and secure funding for extension of projects such as issuing reflective gear for pedestrians, cyclists as well as raising awareness to various road safety risks.

### **7.1.2. Capacitating human resources**

On-going training should be provided for traffic officers including refresher training and defensive/advanced driving. Officer safety is also a huge concern. Budget should be made available to it in their safety, by purchasing body-cams and front/rear camcorders. On-board E-Natis access is currently being investigated to allow for efficient access to roadworthy, driver and stolen vehicle particulars.

### **7.1.3. Awareness and Education**

Our educational strategies should emphasise the danger of poor behaviour and show the affecting result of deaths and injuries on the road. All forms of media should be exploited for maximum coverage. (e.g. Billboards, VMS, flyers, municipal website/newsletters, newspapers) Current campaigns are mainly provided at schools, university, colleges, centres as well as by certain major events, but still lack interaction with the business sectors. These interactions still to be investigated. Long-term desires is the construction of an onsite training centre which would allow for visits by schools as well as procurement of a mini-bus for purpose of transportation of training equipment and less privileged scholars to other educational road safety locations.

### **7.1.4. Non-motorised routes**

Regular interaction and motivation is done to local, district and provincial engineering departments for traffic calming measures or any other relevant intervention such as risk of street furniture for pedestrians or obstruction. Non-motorised routes are identified which includes set routes for disabled. Recommendations will also be done for lower speeds and implementation of electronic notice boards surrounding schools, implementation of technology such as the multi-purpose use of speed cameras to address crime.

### 7.1.5. Anti-Fraud and Corruption

Other risks identified are risk for fraud and corruption within traffic law enforcement as well as within the administrative divisions. Implementation of fraud and corruption strategies will ensure accurate and correct performance of transactions, also done in conjunction with provincial government's licensing department and national prosecuting authority. Examples of non-compliance: mistakes made on issue of notices directly affect enforcement when judiciary withdraws such notices, illegal registration of vehicles, illegal processing of PrDP's and learner/driving licenses. A possible solution to this challenge is the implementation of electronic notice printers which also allows for accurate/detailed statistics and record, on-going training for vehicle registration and licensing, refresher courses for examiners of driving licenses. The department intends processing notices issued including all court documents and finalisation of cases. This would require additions to staff establishment and aligning the budget for procurement of equipment and contravention system.

To further reduce possibilities of fraud and corruption, procurement for surveillance will be done for vehicle testing station and driving license test yard. Installation for camcorders in driving school vehicles is currently being investigated.

### 7.1.6. Upgrade of Traffic Service Centre

As previously stated, motor-vehicle registration/licensing as well as driving license divisions can no longer accommodate the number of walk-ins to the department. Regularly planning is done with Property Management for upgrading/renovating of current office, reconstruction of Franschoek and Pniel offices to accommodate these functions as well as investigated for establishment of a Grade A driving license testing yard (capable of testing all class of vehicles).

## 8. BUDGET

Below find medium term revenue and expenditure framework for financial period 2017 – 2020:

Project Name	2017/2018	2018/2019	2019/2020
Replacement of patrol vehicles	500 000	600 000	980 000
Furniture, tools & Equipment	120 000	120 000	120 000
Mobile Radios	-	100 000	-
Alcohol Screeners	30 000	30 000	30 000

## 9. SAFELY HOME PROGRAMME (CALENDAR)

The Safely Home Programme is an initiative driven by the Western Cape Government is aimed at reducing the number of people killed on the province's road by 50%.

The programme prescribes law enforcement activities and inter-provincial movements.

Each authority is to assess its own area and arrange suitable actions. Safely Home is based on the four E's of road safety recognised as international best practice by the United Nations.

**9.1.** Enforcement

**9.2.** Education

**9.3.** Engineering

**9.4.** Evaluation

Recognising the current accidents rate by Stellenbosch Traffic within the WC024 area, we have adopted the Safely Home Calendar as part of our strategy to reduce accidents (crashes) and fatalities within the WC024 area.

## **Annexure B: Safely Home Monthly Calendar**

## 10. CONCLUSION

In conclusion, the revised traffic management plan covers all the factors (human, vehicle and environment) that contribute to the carnage on the roads within the WC024 area. Our approach is going to be based on the intelligence that we have gathered by the different information sources as mentioned and seen in the tables and graphs. We are going to have a holistic approach with a zero tolerance attitude. The impetus of the plan is to reduce the number of accidents (crashes) and fatalities within the WC024 area. In order to achieve this we will need the buy-in of the greater community so that *“road safety becomes everybody`s responsibility”*.

In line with international best practice and global guidelines, the components of the revised traffic management plan were brought in line with the Five Pillars for road safety, as propagated by the United Nations Decade of Action for Road Safety. It also addresses what governance and institutional requirements are needed to ensure and enable the plan to be executed. The principle throughout the plan is that implementation must happen in a coherent and synergised manner, along a predetermined timeline in order to bring about the desired changes to the road safety environment.

Based on the statistics it is found that our main challenges are:

- Road user behaviour (e.g. speed, drinking and driving)
- Educating road users, especially pedestrians, and passengers in vehicles
- Roadworthiness of vehicles

## ANNEXURE A

**POWERS & DUTIES OF A TRAFFIC OFFICER IN TERMS OF ACT 93 OF 1996 (3I)**

"In addition to the powers and duties conferred upon him or her or under the Act, a traffic officer may, subject to the provisions of this Act or any other law-

- (a) exercise or perform any of the powers or duties conferred upon an inspector of licenses under section 3F;
- (b) when in uniform, require the driver of any vehicle to stop such vehicle;
- (c) inspect and test or cause to be inspected and tested by a person whom he or she considers competent to do so, any part and the functioning of any vehicle, and the equipment thereof, with a view to ascertaining whether the vehicle concerned or the functioning thereof and the equipment comply with the provisions of this Act: Provided that no officer or person instructed by the officer to inspect or test such vehicle shall, in the exercise of the power hereby conferred upon him or her, dismantle the mechanism or any working parts of any motor vehicle unless he or she is also a qualified motor mechanic or has passed an examination for examiners of vehicles as prescribed, and if he or she has so dismantled the vehicle, he or she shall reassemble the dismantled mechanism or parts to the same condition in which it was before it was dismantled unless he or she is requested by the person in charge of the vehicle not to do so;
- (d) ascertain the dimensions of, the load on, or the mass, axle mass load or axle unit mass load of, any vehicle, or the mass of any combination of vehicles, loaded or unloaded, and if necessary for the purpose of ascertaining such mass, require any vehicle or combination of vehicles to proceed to a mass-meter or mass-measuring device, and if the mass of any vehicle or combination of vehicles exceeds the mass allowed in terms of this Act, prohibit the operation of the vehicle or combination of vehicles on a public road until the mass has been reduced or adjusted to comply with this Act: Provided that where the load on a vehicle includes any hazardous substance as contemplated in the Hazardous Substances Act, 1973 (Act 15 of 1973), the reduction and handling of the mass shall be undertaken in terms of that Act;
- (e) drive any vehicle where necessary in the performance of his or her duties if, in the case of a motor vehicle, he or she is licensed to drive a motor vehicle of the class concerned;
- (f) if a person, being the driver or the person apparently in charge of a motor vehicle, appears, by reason of his or her physical or mental condition, howsoever arising, to be incapable for the time being of driving or being in charge of that vehicle, temporarily forbid the person to continue to drive or be in charge of that vehicle and make the arrangements for the safe disposal or placing of the vehicle as in his or her opinion may be necessary or desirable in the circumstances;
- (g) regulate and control traffic upon any public road, and give such directions as may, in his or her opinion, be necessary for the safe and efficient regulation of the traffic, which may include the closing of any public road, and, where he or she is of the opinion that the driver of a motor vehicle is hampering or impeding the normal flow of traffic on a public road, direct the driver to remove the vehicle from such road and to follow another route with the vehicle;
- (h) require any person to furnish his or her name and address and other particulars which are required for his or her identification or for any process if the officer reasonably

suspects this person of having committed an offence in terms of this Act or any other law or, if in the opinion of the officer, he or she is able to give evidence in regard to the commission of any such offence;

- (i) in respect of any motor vehicle, demand from the owner, operator or driver thereof to produce any document prescribed in terms of this Act;
- (j) impound any document referred to in paragraph (i) produced to him or her and which in his or her opinion may afford evidence of a contravention of or failure to comply with any provision of this Act or any other law related to road traffic matters and where any document is so impounded, the traffic officer shall issue a receipt in respect thereof to the person concerned;
- (k) require any professional driver or the operator or owner of any motor vehicle to produce for inspection and to have a copy made of-
  - (i) any record or document which that person is required in terms of this Act to carry or have in his or her possession or which is required to be affixed to any such motor vehicle; or
  - (ii) any record which that person is required in terms of this Act to preserve;
- (l) at any time enter any motor vehicle of an operator and inspect such vehicle;
- (m) at any time enter upon any premises on which he or she has reason to believe that a motor vehicle of an operator is kept or any record or other document required to be kept in terms of this Act is to be found, and inspect such vehicle and copy any such record or document, which he or she finds there;
- (n) if he or she has reason to believe that an offence in terms of this Act has been committed in respect of any record or document, inspected by him or her, impound that record or document, and where any document is so impounded, the traffic officer shall issue a receipt in respect thereof to the person concerned;
- (o) inspect any motor vehicle or part thereof and impound any document issued in connection with the registration and licensing of such motor vehicle which relates to the motor vehicle, where it is found that the engine or chassis number of the motor vehicle differs from the engine or chassis number as specified on the document, and direct that the motor vehicle be taken, forthwith, to any police station specified by the traffic officer for police clearance, and may after such clearance has been obtained, return the impounded document to any person who is entitled thereto, or notify the owner of the motor vehicle concerned that the vehicle must be re-registered, as the case may be; and
- (p) require from the owner, operator or driver of a motor vehicle registered or deemed to be registered in any prescribed territory, police clearance in respect of the motor vehicle before allowing the motor vehicle to be taken across the borders of the Republic: Provided that the chief executive officer may exempt any owner, operator or driver in the prescribed manner from having to provide such police clearance.”



## ANNEXURE B

SAFELY HOME CALENDAR

Month	Theme and Priorities	Hashtag	Target Audience in Priority Order <sup>1</sup>	Key Message & sample Tweets also search on Twitter @WCGovSafelyHome	Useful Facts see also safelyhome.westerncape.gov.za
<b>Oct 2019</b>	Child road safety <ul style="list-style-type: none"> <li>• Child pedestrians</li> <li>• Child passengers (car seats)</li> </ul>	#SaveKidsLives	<ul style="list-style-type: none"> <li>• Adult male motorists</li> <li>• Adult female motorists</li> <li>• General public</li> </ul>	<ul style="list-style-type: none"> <li>• Kill your speed not a child.</li> <li>• Kids will follow your example when you cross roads recklessly.</li> <li>• Cars hit kids in the head or chest, so kids are more likely to die.</li> <li>• Are your kids visible when they are walking on the road?</li> <li>• Be the adult. Buckle up kids.</li> <li>• Don't leave precious cargo unsecured.</li> </ul>	<ul style="list-style-type: none"> <li>• 133 children were killed on the roads in the Western Cape in 2015.</li> <li>• 73 children younger than 6 were killed on the roads in the Western Cape in 2015.</li> <li>• 131 children were run over and killed in the Western Cape last year.</li> <li>• 33 child passengers were killed in the Western Cape in 2015.</li> <li>• 75% of child road deaths are pedestrians.</li> </ul>

<p><b>Nov 2019</b></p>	<p>Pedestrian safety</p> <ul style="list-style-type: none"> <li>• Alcohol</li> <li>• Visibility</li> </ul>	<p>#WalkSafe #SafeRoadsForAll</p>	<ul style="list-style-type: none"> <li>• Adult male pedestrians</li> <li>• Adult male motorists</li> </ul>	<ul style="list-style-type: none"> <li>• Alcohol and roads don't mix.</li> <li>• Be smart, walk safe.</li> <li>• If you are not seen on the road, you may not see your future.</li> <li>• Kill your speed not a pedestrian. #SafeRoadsForAll</li> </ul>	<ul style="list-style-type: none"> <li>• 61% of pedestrian fatalities tested for alcohol were BAC positive.</li> <li>• 41% of pedestrian fatalities tested for alcohol had a BAC higher than 0.2, which is four times the legal driving limit.</li> <li>• Male pedestrian fatalities are more likely to be impaired than females.</li> <li>• Young males are the most likely to die as a pedestrian after drinking, with the highest risk group being 20 – 29.</li> <li>• More than three times as many pedestrians die on Saturdays as on Wednesdays.</li> </ul>
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<p><b>Dec 2019</b></p>	<p>Alcohol and roads don't mix</p> <ul style="list-style-type: none"> <li>• Pedestrians under influence</li> <li>• -Driving under influence</li> </ul>	<p>#BoozeFreeRoads</p>	<ul style="list-style-type: none"> <li>• Adult male pedestrians.</li> <li>• Adult male motorists.</li> <li>• Adult female motorists.</li> <li>• Adult female pedestrians.</li> </ul>	<ul style="list-style-type: none"> <li>• Alcohol and roads don't mix.</li> <li>• It is up to you to make the right choices about drinking and driving.</li> <li>• The safest option is not to drink if you are going to drive.</li> <li>• Approximately 372 pedestrians were killed while under the influence on Western Cape roads last year.</li> <li>• Drinking and driving crashes are no accident.</li> </ul>	<ul style="list-style-type: none"> <li>• See above for pedestrian alcohol information.</li> <li>• Over 40% of drivers killed on Western Cape roads who were tested for alcohol were BAC positive.</li> <li>• Western Cape drivers who die on the road are more likely to be BAC positive than all other categories, except for pedestrians.</li> <li>• The CSIR estimated that alcohol related destruction of roads infrastructure and other vehicles cost R7.9b in 2009.</li> <li>• Drinking and driving helps criminals by taking police resources away from other crimes.</li> <li>• Drinking and driving cases help criminals by clogging up the justice system.</li> </ul>
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<p><b>Jan 2020</b></p>	<p>Alcohol and roads don't mix</p> <ul style="list-style-type: none"> <li>- Pedestrians under influence</li> <li>- Driving under influence</li> </ul>	<p>#BoozeFreeRoads</p>	<ul style="list-style-type: none"> <li>• Adult male pedestrians.</li> <li>• Adult male motorists.</li> <li>• Adult female motorists.</li> <li>• Adult female pedestrians.</li> </ul>	<ul style="list-style-type: none"> <li>• Alcohol and roads don't mix.</li> <li>• It is up to you to make the right choices about drinking and driving.</li> <li>• Drinking and walking is killing hundreds of people each year.</li> <li>• Drinking and driving crashes are no accident.</li> </ul>	<ul style="list-style-type: none"> <li>• See above for pedestrian alcohol information.</li> <li>• Over 40% of drivers killed on Western Cape roads who were tested for alcohol were BAC positive.</li> <li>• Western Cape drivers who die on the road are more likely to be BAC positive than all other categories, except for pedestrians.</li> <li>• The CSIR estimated that alcohol related destruction of roads infrastructure and other vehicles cost R7.9b in 2009.</li> <li>• Drinking and driving helps criminals by taking police resources away from other crimes.</li> <li>• Drinking and driving cases help criminals by clogging up the justice system.</li> </ul>
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<p><b>Feb 2020</b></p>	<p>Vulnerable road users (VRUs)</p> <ul style="list-style-type: none"> <li>- Child pedestrians</li> <li>- Senior pedestrians</li> <li>- Cyclists and other NMT including disabled.</li> <li>- Motor-cyclists</li> </ul>	<p>#ShareTheRoad</p>	<ul style="list-style-type: none"> <li>• Adult male motorists</li> <li>• Adult female motorists</li> <li>• General public</li> </ul>	<ul style="list-style-type: none"> <li>• Cars dent, children/cyclists/bikers/pedestrians/seniors die.</li> <li>• The road belongs to all, not just trucks, cars and buses.</li> <li>• Child pedestrians get hit on the the head or chest, so are less likely to survive a crash.</li> <li>• Senior pedestrians are more fragile, and recovery from a crash is much less likely.</li> <li>• Kill your speed not a child / senior / cyclist</li> <li>• Safety starts with respect, respect starts with you.</li> <li>• Bikes: same roads, same rules.</li> </ul>	<ul style="list-style-type: none"> <li>• 31 cyclists were killed in the Western Cape last year.</li> <li>• 64 motor-cyclists were killed in the Western Cape last year.</li> <li>• 57 senior citizens were run over and killed in the Western Cape last year.</li> </ul> <p>62 motor-cyclists were killed on the roads in the Western Cape last year.</p>
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<b>Mar 2020</b>	Personal Responsibility	#BeTheChange	<ul style="list-style-type: none"> <li>• Adult male pedestrians.</li> <li>• Adult male motorists.</li> <li>• Public transport operators, especially minibus taxis.</li> <li>• Adult female motorists.</li> <li>• Adult female pedestrians.</li> </ul>	<ul style="list-style-type: none"> <li>• It is up to you to make the difference on our roads.</li> <li>• All road users are responsible for their own safety and the safety of every other road user.</li> <li>• See Seatbelts, Speed, Children, VRUs, Pedestrians, Distracted Driving, Visibility.</li> </ul>	See all themes.
<b>Apr 2020</b>	Personal Responsibility	#BeTheChange	<ul style="list-style-type: none"> <li>• Adult male pedestrians.</li> <li>• Adult male motorists.</li> <li>• Public transport operators, especially minibus taxis.</li> <li>• Adult female motorists.</li> <li>• Adult female pedestrians.</li> </ul>	<ul style="list-style-type: none"> <li>• It is up to you to make the difference on our roads.</li> <li>• All road users are responsible for their own safety and the safety of every other road user.</li> <li>• See Seatbelts, Speed, Children, VRUs, Pedestrians, Distracted Driving, Visibility.</li> </ul>	See all themes.
<b>May 2020</b>	Distracted Driving - Texting, WhatsApp etc	#ItCanWait	<ul style="list-style-type: none"> <li>• Adult male motorists</li> <li>• Adult female motorists</li> <li>• General public</li> </ul>	No text or call is worth your life – it can wait.  Distracted driving is a	Brain activity in the area that processes moving images decreases by 33% when we

	- Talking on cellphone			<p>leading cause of crashes on our roads, with texting being the worst form of distraction.</p> <ul style="list-style-type: none"> <li>Distracted pedestrians is an increasing problem world-wide.</li> </ul>	<p>are talking on the phone.</p> <ul style="list-style-type: none"> <li>The US government estimates 28% of crashes involve cell phone use, mostly texting.</li> </ul>
<b>Jun 2020</b>	<p>Visibility</p> <ul style="list-style-type: none"> <li>Pedestrians</li> <li>Motorists</li> </ul>	#SeeAndBeSeen	<ul style="list-style-type: none"> <li>Adult pedestrians</li> <li>Adult motorists</li> </ul>	<ul style="list-style-type: none"> <li>Drivers are responsible for seeing and being seen by ensuring that all lights are in working order, and that mirrors and windows are clean and free of cracks.</li> <li>Pedestrians are responsible for seeing and being seen by avoiding walking on busy roads when intoxicated, and by wearing bright clothing and carrying lights.</li> </ul>	<ul style="list-style-type: none"> <li>Fatalities peak in the hours around sunset, when visibility is at its worst.</li> <li>20% of all fatalities occur around sunset, when visibility is at it worst.</li> <li>60% of fatalities occur between 6pm and 6am.</li> </ul>
<b>Jul 2020</b>	<p>Alcohol and roads don't mix</p> <ul style="list-style-type: none"> <li>Pedestrians under influence</li> </ul>	#BoozeFreeRoads	<ul style="list-style-type: none"> <li>Adult male pedestrians.</li> <li>Adult male motorists.</li> <li>Adult female motorists.</li> </ul>	<ul style="list-style-type: none"> <li>Alcohol and roads don't mix.</li> <li>It is up to you to make the right choices</li> </ul>	<ul style="list-style-type: none"> <li>See above for pedestrian alcohol information.</li> </ul>

	<ul style="list-style-type: none"> <li>• Driving under influence</li> </ul>		Adult female pedestrians.	<p>about drinking and driving.</p> <ul style="list-style-type: none"> <li>• Drinking and walking is killing hundreds of people each year.</li> <li>• Drinking and driving crashes are no accident.</li> </ul>	<ul style="list-style-type: none"> <li>• Over 40% of drivers killed on Western Cape roads who were tested for alcohol were BAC (Blood Alcohol Concentrate) positive.</li> <li>• Western Cape drivers who die on the road are more likely to be BAC (Blood Alcohol Concentrate) positive than all other categories, except for pedestrians.</li> <li>• The CSIR estimated that alcohol related destruction of roads infrastructure and other vehicles cost R7.9b in 2009.</li> <li>• Drinking and driving helps criminals by taking police resources away from other crimes.</li> <li>• Drinking and driving cases help criminals by clogging up the justice system.</li> </ul>
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Aug 2020	Speed	#SpeedKillsFacts	<ul style="list-style-type: none"> <li>• Adult male motorists</li> <li>• Adult female motorists</li> </ul>	<ul style="list-style-type: none"> <li>• It won't kill you to slow down.</li> <li>• Get the facts about speed:</li> <li>• The faster you drive, the less time you will have to react to the unexpected.</li> <li>• The faster you drive, the more quickly you can lose control.</li> <li>• Therefore the faster you drive, the more likely you will be in a crash.</li> <li>• The faster you drive, the more force there will be in a crash, and thus more serious the injuries.</li> <li>• Speed makes crashes more likely, and makes them more severe.</li> </ul>	<ul style="list-style-type: none"> <li>• European Union research shows that speed was a full or partial cause of 33% of fatal crashes.</li> <li>• The chance of a fatal crash decreases rapidly with lower speeds. A 1 kph change from 120kph to 119kph can mean 3.8% less fatalities.</li> <li>• South Africa has very high speed limits by standards of safe countries, so a safe driver will stay well within them.</li> <li>• Speed limits make a huge difference: the US State of Montana has speed limits similar to SA, and a death rate of 22 per 100k population, which is roughly the same as the Western Cape. The US State of Massachusetts has speed limits similar</li> </ul>
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					<p>to the UK, and a death rate of 6 per 100k population, which is similar to Australia.</p> <ul style="list-style-type: none"> <li>• Speed limits are set for optimal daytime conditions, and drivers should lower speed at night and when visibility is poor or conditions are wet.</li> </ul>
<b>Sep 2020</b>	<p>Seatbelts</p> <ul style="list-style-type: none"> <li>- All vehicle occupants</li> <li>- Back seat passengers</li> </ul>	#AlwaysBuckleUp	<ul style="list-style-type: none"> <li>• Adult males.</li> <li>• All vehicle occupants.</li> </ul>	<ul style="list-style-type: none"> <li>• Buckling up is the law and the right thing to do.</li> <li>• Always buckle up, in every seat, on every trip.</li> <li>• The best place to be in a crash is in the vehicle, and seatbelts are the best way to ensure you are not ejected.</li> <li>• Drivers are responsible for ensuring that all passengers are buckled up.</li> <li>• Adults are responsible</li> </ul>	<ul style="list-style-type: none"> <li>• Wearing a seatbelt reduces the risk of death in a crash by 45%.</li> <li>• Seatbelts prevent 99% of occupants from being ejected, and incurring secondary injuries, or injuring others.</li> <li>• Children who are not buckled up can be killed or permanently disfigured in low speed collisions.</li> </ul>

				<p>for buckling up all children.</p> <ul style="list-style-type: none"><li>• Not wearing a seatbelt is illegal, including in the back seat.</li><li>• Back seat passengers become projectiles in crashes, often killing other passengers, including those who are buckled up.</li></ul>	
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11.2	<b>CORPORATE SERVICES: (PC: CLLR AR FRAZENBURG)</b>
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11.2.1	<b>PROPOSED RENEWAL OF LEASE AGREEMENT TO EIKESTAD MALL (PTY) LTD: BEYER STREET</b>
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Collaborator No: 668817  
IDP KPA Ref No: Good Governance  
Meeting Date: 20 November 2019

**1. SUBJECT: PROPOSED RENEWAL OF LEASE AGREEMENT TO EIKESTAD MALL (PTY) LTD: BEYER STREET**

**2. PURPOSE**

To consider an application from Eikestad Mall (Pty) Ltd for the renewal of the Lease Agreement in relation of a portion of Beyerstreet, Stellenbosch.

**3. DELEGATED AUTHORITY**

For decision by Municipal Council.

**4. EXECUTIVE SUMMARY**

Stellenbosch Municipality and IPG concluded a Lease Agreement on 10 February 2000 for the use of a portion of Beyer Street. The agreement was for a period of 10 years, with an option to renew it for a further period of 10 years.

During 2008 IPG elected to exercise their right of renewal and in 2008 this Lease Agreement was ceded and assigned to Eikestad Mall (Pty) Ltd.

This agreement will lapse on 31 December 2019, and they have now request a renewal for a further period of 10 years. Council must now consider the requested.

**5. RECOMMENDATIONS**

- (a) that Council consider the application;
- (b) that should the renewal of the lease agreement be approved in principle, the in principle decision be advertised for public comment/input/counter proposals and the lessee be allowed to continue with the current lease until a final decision can be made;
- (c) that, following the public participation process, the item be submitted to Council to make a final determination in this regard.
- (d) that a new market related lease amount be determined, based on an independent valuation being obtained.

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**6. DISCUSSION / CONTENT****6.1 Background****6.1.2 Lease Agreement**

On 2000.02.10 Stellenbosch Municipality and IPG (Pty) Ltd concluded a Lease Agreement in terms whereof a portion of 1425m<sup>2</sup> of Beyerstreet was leased on an encroachment basis. A copy of the Lease Agreement is attached as **APPENDIX 1**. The Lease commenced on 1 January 2000 for a period of 10 (ten) years, i.e until 31 December 2009.

**6.1.3 Option period**

The Lease Agreement also provided for a further option (renewal) period of another 10 years. On 13 May 2008 the Lessee informed the Municipality they would like to exercise their right of renewal. This was approved, subject to the following.

- Rental : R271.16/m for first year;
- Escalation : 10%p/a

See copy of letter attached as **APPENDIX 2**.

**6.1.4 Session and Assignment of Lease Agreement**

During 2007 the Eikestad Mall as was sold to a new developer, Eikestad Mall (Pty) Ltd. During 2018 IPG informed the Municipality that they have reached agreement with Eikestad Mall (Pty) Ltd on the ceding of the Lease Agreement to them. They subsequently requested that the Lease Agreement be ceded to Eikestad Mall (Pty) Ltd, as provided for in clause 18.1 of the Lease Agreement.

Mayco considered the matter on 2009-05-04. Having considered the application, Mayco resolved as follows:

- (a) *that, as a first step, the proposed ceding/assigning of the Lease Agreement between Stellenbosch Municipality and IPG (now trading as Growthpoint), to Eikestad Mall (Pty) Ltd be approved,*
- (i) *a new, market related lease amount be determined, based on an independent valuation, taking into account any capital investments as part of the redevelopment of the property;*
  - (ii) *any redevelopment will only be approved on the basis that Stellenbosch Municipality is not worse off than currently, insofar as it relates to the ownership of the kiosks;*
  - (iii) *access to erf 4430 from Andringa Street, over Beyers Street, be insured, even if such access is linked to specific times and/or actions.*
- (b) *that, should Council approve of the proposed ceding as per recommendation (a), it be subject thereto that Council's intention so to act first be advertised in terms of Section 124 of the Municipal Ordinance, 20/1974;*
- (c) *that, should objections be received as a consequence of the advertisement contemplated in (b)(supra), same first be considered by Council;*

- (d) that, should no objections be received, the Director: Corporate Services be authorized to attend to the legal steps necessary to effect the proposed ceding;
- (e) that, following the successful ceding of the lease agreement to Eikestad Mall, the Director: Corporate Services be mandated to negotiate the possible alienation of the property to Eikestad Mall (Pty) Ltd, taking into account access to Erf 4430;
- (f) that, a progress report on the possible alienation of the property be tabled within 3 months.

A copy of the agenda item that served before Council is attached as **APPENDIX 3**.

Following the above resolution an Agreement of cession and assignment was concluded between the parties on 2010-04-19, a copy of which is attached as **APPENDIX 4**.

In terms hereof a new, market related rental was agreed upon, being R2925.00/month, escalation at 8% per annum.

### 6.1.5 Application to renew agreement

On 2019-05-07 an application was received from On Trend Consulting, on behalf of Eikestad Mall (Pty) Ltd, requesting that the Lease Agreement be renewed for a further period of 10 years. A copy of the application is attached as **APPENDIX 5**.

## 6.2. DISCUSSION

### 6.2.1 Locations and context

Beyerstreet is situated between Birdstreet and Andringa Street, as indicated on Fig 1 and 2 respectively.



**Fig 1: Location and context**



**Fig 2: Extent of encroachment**

## 6.2.2 Legal requirements

### 6.2.2.1 Asset Transfer Regulation

In terms of Section 34 (1) of the ATR a Municipality may grant a right to use, control or manage a capital asset only after-

- a) The Accounting officer has concluded a public participation process\*; and
- b) The municipal council has approved in principle that the right may be granted.

\*Sub regulation (1) (a) (public participation process), however, must be complied with only if-

- a) The capital asset in respect of which the right is to be granted has a value in **excess of R10M\***; and
- b) A **long-term right** is proposed to be granted (i.e. longer than 10 years).

The asset under discussion does not have a value in excess of R10M.

In terms of Regulation 36, the municipal council must, when considering such approval, take into account:

- a) whether such asset may be required for the municipality's **own use** during the period for which such right is to be granted;
- b) the extent to which any compensation to be received will result in a significant economic or **financial benefit** to the municipality;
- c) the **risks and rewards** associated with such right to use; and
- d) the **interest of the local community**

In terms of Regulation 41, if an approval in principle has been given in terms of regulation 34 (1)(b), the municipality may grant the right only in accordance with the **disposal management system\*** of the municipality, irrespective of:-

- a) the value of the asset; or
- b) the period for which the right is granted

\*The policy on the Management of Council owned property is deemed to be Stellenbosch Municipality's disposal management System.

#### **6.2.2.2 Policy on the Management of Council owned property**

In terms of paragraph 9.2.2 of the Policy, the Municipal Council may dispense with the prescribed, competitive process, and may enter into a private treaty agreement through any convenient process, which may include direct **negotiations**, but only in **specific circumstances**, and only after having **advertised** Council's intention so to act.

One of the circumstances listed in (l) is **lease contracts with existing tenants** of immovable properties, not exceeding ten (10) years. **Such agreements may be renegotiated where Council is of the opinion that public competition would not serve a useful purpose, subject to such renewal being advertised, calling for public comments.**

Further, in terms of paragraph 9.2.2.2, the reasons for any such deviation from the competitive process must be recorded.

In terms of paragraph 22.1.4 the fair market rentals will be determined by the average of the valuations sourced from service providers, unless determined otherwise by the Municipal Manager taking into account the estimated rental(s) *vis-à-vis* the cost of obtaining such valuations.

#### **6.3 Financial Implications**

There are not financial implications should the recommendations as set out in the report be accepted, except the income that will derive from the rentals.

#### **6.4 Legal Implications**

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

#### **6.5 Staff Implications**

This report has no additional staff implications to the Municipality.

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

Mayco considered the matter on 2009-05-04. See par. 6.1.3 above and **APPENDIX 3**.

#### **6.7 Risk Implications**

This report has no risk implications for the municipality.

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

No comments were received from senior management.



**RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2019-11-20: ITEM 7.2.2**

- (a) that Council consider the application;
- (b) that should the renewal of the lease agreement be approved in principle, the in principle decision be advertised for public comment/input/counter proposals and the lessee be allowed to continue with the current lease until a final decision can be made;
- (c) that, following the public participation process, the item be submitted to Council to make a final determination in this regard.
- (d) that a new market related lease amount be determined, based on an independent valuation being obtained.

**ANNEXURES:**

- Appendix 1: Lease Agreement
- Appendix 2: Letter for renewal
- Appendix 3: Item that served before Council
- Appendix 4: Cession and Assignment agreement
- Appendix 5: Application for renewal

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	<b>Piet Smit</b>
<b>POSITION</b>	<b>Manager: Property Management</b>
<b>DIRECTORATE</b>	<b>Corporate Services</b>
<b>CONTACT NUMBERS</b>	<b>021-8088189</b>
<b>E-MAIL ADDRESS</b>	<b><a href="mailto:Piet.smit@stellenbosch.gov.za">Piet.smit@stellenbosch.gov.za</a></b>
<b>REPORT DATE</b>	<b>2019-07-02</b>

# APPENDIX 1

Commence 1/1/2000  
Expire 31/12/2009

### AGREEMENT OF LEASE

THE ORIGINAL HEREOF BEARS  
REVENUE STAMPS DUTY  
TO THE VALUE OF R 48.40  
PER - D. Sutherland

1. PARTIES

1.1 STELLENBOSCH MUNICIPALITY  
("the Lessor")

and

1.2 IPG (PROPERTY TRADING & DEVELOPMENT) (PROPRIETARY)  
LIMITED Registration Number 05/25753/07 or Nominee  
("the Lessee")

2. INTERPRETATION AND DEFINITIONS

2.1 In this agreement, unless the context otherwise indicates, the following words and expressions shall bear the meanings assigned thereto below in this sub-clause 2.1:

2.1.1 "the Lessor" Shall mean Stellenbosch Municipality of Town Hall Complex, Plein Street, Stellenbosch, 7600;

2.1.2 "the Lessee" Shall mean IPG (Property Trading & Development) (Proprietary) Limited (Registration Number 05/25753/07) or its chosen Nominee of C/o. Investec Property Group, 100 Grayston Drive, Sandton 2146;

2.1.3 "the Property" Shall mean the property in extent approx. 1,425 square metres, known as Beyers Street, Stellenbosch. Which area has been developed as a pedestrian mall and which incorporates 4 (four) kiosks as per Annexure "A" attached.

2.1.4 "the Design Documents" Shall mean the plans annexed to this agreement marked "B";

- 2.1.5 "the Development" Shall mean alternations, additions and improvements to the Property to be effected by the Lessee in accordance with the Design Documents and any alterations, additions and improvements thereto from time to time subject thereto and provided that no alterations and/or additions and/or improvements will be effected to the Property without the consent of the Lessor, which shall not be unreasonably withheld;
- 2.1.6 "the Commencement Date" Shall mean the first day of the month following the date of signature of this agreement by the Lessor;
- 2.1.7 "Renewal Period" Shall mean any period for which this lease is renewed;
- 2.1.8 "VAT" Shall mean the tax known as Value Added Tax levied and payable in terms of Section 7 of the Value Added Tax Act, No. 89 of 1991, as amended, or any equivalent tax.
- 2.2 The headnotes to the paragraphs to this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 2.3 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate.
- 2.4 Reference to "the lease" shall mean this agreement of lease and all annexures thereto.

### 3. THE PROPERTY

The Lessor hereby lets to the Lessee who hereby hires from the Lessor the Property from the Commencement Date upon the terms and conditions set out herein.

#### 4. PERIOD OF LEASE

##### 4.1 Initial Period

This lease shall commence on the Commencement Date and, subject to earlier termination in accordance with any of the provisions hereof, shall continue thereafter until the expiry of an initial period of 10 (TEN) years. The last of this 10 (TEN) year period shall hereinafter be called "the first termination date".

##### 4.2 Option Period

The Lessee shall:

- 4.2.1 have an option to renew for a further period of 10 (TEN) years commencing on the day immediately following on the first termination date ("the option period");
- 4.2.2 exercise the option by written notice to the Lessor not less than three (3) months prior to the termination of the initial period, failing which the option shall lapse;
- 4.3 Any renewal of this lease shall be on the same terms as are set out herein save that the rental payable during the first year of the Renewal Period, and the annual escalation during the Renewal Period, shall be determined as follows:
- 4.4 The rental and the escalation for the option period shall be established in accordance with the following provisions:
- 4.4.1 after the Lessee has exercised its option as provided in 4.2.2 above, the parties shall endeavour to reach agreement as to the rental for the first year of the option period and the escalation for the Renewal Period based upon the then market rental charged for the letting and hiring of property substantially the same as the Property as well as the escalation rates imposed in terms of leases of property similar to the Property;
- 4.4.2 if the parties are unable to reach the agreement referred to in 4.4.1 above within three (3) months of the exercise by the Lessee of its option or such later date as the parties may agree, then the rental and the escalation for the option period shall be established by such person as the parties shall mutually agree upon;

Handwritten signatures and initials are present at the bottom right of the page, including a large signature that appears to be 'J. M. [unclear]' and several other initials and marks.

- 4.4.3 if the parties are unable to reach agreement as contemplated by the provisions of 4.4.2 above within fourteen (14) days after the expiration of the period stipulated in 4.4.2 above or if the person having been appointed in terms of 4.4.2 shall fail to advise the parties of his determination within twenty eight (28) days after the date of his appointment, then the rental and the escalation for the period shall be determined by a valuer appointed by the chairman for the time being of that branch of the South African Institute of Valuers exercising jurisdiction over the area within which the Property is situated, within twenty eight (28) days of the expiration of the relevant period referred to in this paragraph;
- 4.4.4 if for any reason the appointment referred to in 4.4.3 above shall not be made within the period stipulated or it shall not be possible or practicable to make the appointment of a valuer in accordance with 4.4.3 or to implement the provisions of 4.4.3 or if the valuer appointed in terms of 4.4.3 shall fail to advise the parties of his determination within twenty eight (28) days of his appointment, then the rental for the first year of the option period and the rate of escalation shall be determined by arbitration in accordance with the arbitration laws of South Africa, provided that :
- 4.4.4.1 the proceedings to be conducted in accordance with the procedures laid down by the arbitrator shall be as informal and as expeditious as may be practicable;
- 4.4.4.2 either party shall be entitled to legal representation at any hearing before the arbitrator;
- 4.4.5 any valuer or arbitrator charged with the duty of determining the rental and the escalation for the option period shall be bound to determine a market related rental and a market related future rate of escalation;
- 4.4.6 the parties shall be jointly responsible for all costs and charges incurred in implementing the above provisions, except that each party shall be responsible for the payment of its own legal costs that it may incur.

5. **RENTAL, FURTHER PAYMENTS AND CONDITIONS OF PAYMENT**

5.1 The Initial Period

The rental payable by the Lessee to the Lessor shall be an amount of R 100,00 (One Hundred Rand) per month for the first year of the initial period, escalating at the rate of 10% (ten per centum) per annum thereafter.



## 5.2 The Option Period

In the event that the Lessee exercises the option granted in accordance with the provisions of Clause 4.2 above, the rental payable during the option period shall be determined in an amount not exceeding 115% of the final months rental obligation of the lessee during the initial period. The rental escalation in the option period will be determined at that time. In the event of agreement not being reached it shall be determined in accordance with clauses 4.4.2 to 4.4.6 above.

- 5.3 The monthly rentals payable by the Lessee to the Lessor shall be payable monthly in advance without deduction or set-off for whatever reason, on the first day of each and every month, commencing on the Commencement Date, to the Lessor at the Lessor's address as set forth in 2.1.1 above or such other places as the Lessor may notify the Lessee in writing.

## 6. **CONDITION AND USE OF PROPERTY BY LESSEE**

- 6.1 The Lessee has developed the Property as a pedestrian mall according to the design documents as per clause 2.1.4.

- 6.2 The Lessor gives no warranty to the Lessee that the Property as it now stands will be fit for the purposes for which it is let, whether as regards location, access, facilities or otherwise, or that any licence or authority will be granted to the Lessee to carry on the activities which it proposes to carry on from the Property after the Commencement Date. Accordingly, there shall be no liability on the Lessor to do any work or make any alterations or repairs to the Property to comply with the requirements of any licensing authorities.

- 6.3 No activity different to an activity contemplated in sub-clause 6.1 shall be undertaken by the Lessee at the Property without the prior written consent of the Lessor which consent shall not be unreasonably withheld, and the Lessee shall procure that no such unauthorised activities are undertaken by any other person. The Lessor shall be entitled, in granting its consent to any proposed activities, to impose such reasonable conditions relating to such activities as it may deem fit, and the Lessee shall be bound to observe the same.

- 6.4 Access to the Property, for the purpose of delivery, will be regulated by the local authority in consultation with the Lessee, as far as possible at the following times:

Monday to Friday	before 09h30
Saturday	before 08h30

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## 7. UTILITIES, ASSESSMENT RATES AND TAXES

7.1 The Lessor shall:

7.1.1 be responsible, where applicable, for the installation of main services, including but not limited to all electricity, water, sewerage, storm water and other services required in respect of the Property at the Lessor's cost; and

7.1.2 ensure that adequate arrangements are made with a branch of the Lessor for the disposal of refuse from the Property and the sweeping of Beyers Street, with effect from the Commencement Date.

7.2 The Lessor shall, with effect from the Commencement Date, be solely responsible for all assessment rates and other taxes as may from time to time be levied in respect of ownership of the Property.

7.3 The Lessee shall pay for the cost of all electricity, gas and water supplied to and consumed upon the Property during this Lease.

7.4 The Lessor shall not be obliged to provide any security services in respect of the Property and the Lessee shall make its own arrangements in this regard.

## 8. LICENCES AND PERMITS

The Lessor does not warrant that the Property is fit for the purpose for which they are let and the Lessee accepts the responsibility for obtaining such licences or permits from the relevant Local Authority, Government Department or any other authority having jurisdiction, as may be necessary to enable the Property to be used for the aforesaid purposes.

## 9. VOETSTOOTS

The Property is let voetstoots, and subject to all conditions and/or servitudes from time to time mentioned or referred to in, or registered against the title deed(s) of the Property.

## 10. DEVELOPMENT OF THE PROPERTY

10.1 The Lessee has developed the Property as a pedestrian mall to the satisfaction of the Lessor subject to paragraph 10.3.4.

10.2 The Development shall be substantially in accordance with the Design Documents, unless otherwise agreed to by the parties in writing.

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10.3 Without derogating from the generality of clause 10.2 above or any other clause of this lease, the Development shall be subject to the following requirements:

10.3.1 All alterations or additions to the Development shall be subject to the prior approval of the Lessor, which approval shall not be unreasonably withheld.

10.3.2 The Lessee has provided suitable refuse storage facilities on the Property to the satisfaction of the Cleansing Branch of the Lessor.

10.3.3 The Lessee acknowledges that the Development does not comply with all the local authority and other regulations, by-laws and requirements. Approval for deviations has been granted subject to the lessee indemnifying the lessor against any damages flowing from work that has to be done to services where such services do not comply with the local authority regulations, by-laws and requirements.

10.3.4 It is recorded that the lessee shall contribute R46,500 (Forty Six Thousand Five Hundred Rand only) to the lessor, to finalise such alterations to the pedestrian mall as required by the lessor.

10.4 The Development and all other improvements effected to the Property shall, on termination of this lease for any reason whatsoever, become the property of the Lessor without any compensation becoming payable to the Lessee therefor.

## 1 MAINTENANCE OF THE PROPERTY

11.1 The Lessee shall, at all times, with the permission of the Lessor, which permission shall not be unreasonably withheld, be obliged, at its own cost, to make alterations and/or additions to the Property as may be required to comply with each and every statutory or local Act, law, by-law, regulation or enactment governing the Lessee's conduct of its business and activities and those of its subtenants on and from the Property; provided always that no such alterations and/or additions shall be effected unless the relevant plans, specifications and building contracts, where applicable, and if applicable any other related contract, shall first have been submitted to the appropriate branch of the Lessor and approved of by it.

11.2 The Lessee shall ensure that all activities on the Property comply in all respects with the Occupational Health and Safety Act No. 85 of 1993, as amended; and the regulations framed thereunder.

11.3 The Lessee shall provide fire appliances in accordance with and shall abide by the National Building Regulations and Building Standards Act, 1977 as amended from time to time, relating to Fire Protection and in particular by Regulation T1 (General Requirement) and Regulation T2 (Offences), the contents and effect of which the Lessee acknowledges to know and understand. The Lessee hereby indemnifies the Lessor against any claim of whatsoever nature which may be made against the Lessor arising either directly or indirectly from non-compliance with the said Fire Protection Regulations.

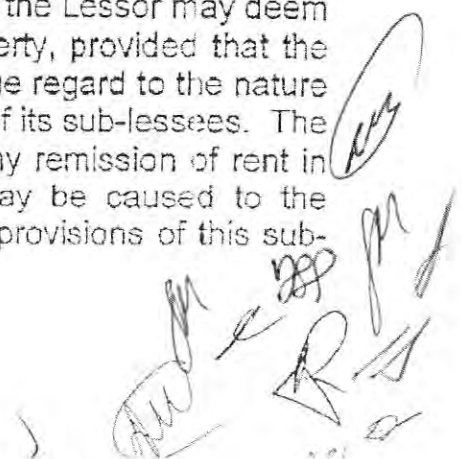
11.3.1 The Lessee shall at all times obey the lawful instruction of, allow inspection by, and in general co-operate with the Fire Prevention Services of the Lessor or any other authority which may replace the said bodies or take over the responsibility of ensuring compliance with Fire Regulations as amended from time to time.

11.3.2 The Lessee shall maintain and repair all fire prevention equipment on the Property and shall have same serviced on a regular basis as required by the Fire Prevention Services of the Lessor or any other authority which may replace the said bodies or take over the responsibility of ensuring compliance with the relevant Regulations as amended from time to time.

11.4 The Lessee shall, at its own cost, for the full duration of this lease, keep and maintain the Property, in good order and condition and to the reasonable satisfaction of the Lessor.

## 12. INSPECTION OF THE PROPERTY

12.1 The Lessor shall be entitled at all reasonable times through its officials to enter the Property to ensure that the Lessee is complying with all of its obligations as set out in this Lease. In particular, without derogating from the generality of this sub-clause 12.1, the Lessor shall be entitled, at any time through its employees, agents or other authorised representatives, to enter the Property at all reasonable times for purposes of inspecting or effecting such repairs or alterations to the Property as the Lessor may deem necessary for the safety or preservation of the Property, provided that the Lessor shall exercise this right reasonably and with due regard to the nature of the Lessee's business and activities or that of any of its sub-lessees. The Lessee shall have no claim against the Lessor for any remission of rent in respect of any inconvenience or damage which may be caused to the Lessee or its business and activities by virtue of the provisions of this sub-clause 12.1.



- 12.2 The Lessor's officials, representatives and workmen shall, upon reasonable notice to the Lessee, be entitled to have full rights of access to the Property for purposes of, inter alia, the inspection, cleaning, maintenance, renewal, repair and reconstruction of existing foul sewers, rising mains, stormwater drains, water mains or any ancillary works, or in connection with any such or other municipal services which the Lessor may at any time in the future choose to lay in or across the Property, provided that the Lessor shall exercise this right reasonably and with due regard to the Lessee's business and activities and that of its sub-lessees.
- 12.3 The lessor undertakes to restore the property at its own cost when the lessor has to act in terms of paragraph 12.1 and 12.2 where services were provided in accordance with the requirements. The lessor shall act without causing any undue damage to the lessee or any of the sub - lessees.

#### MUNICIPAL SERVICES

The Lessor reserves to itself the right to lay and use and to allow third parties to lay and use such underground services on or across the Property, save that the Lessor shall not interfere with the improvements on the Property without the prior written consent of the Lessee, which consent shall not be unreasonably withheld.

#### LESSOR'S LIABILITY LIMITED

The Lessor shall not be responsible for:

- 14.1 any loss or damage to any goods or property of the Lessee caused by water, rain, storm, gas or electricity which may leak into, or issue, or flow from any part of the Property, or by reason of any defect in the Property.
- 14.2 any damage to, or any loss of, any property of any nature owned by whomsoever as may from time to time be in or about the Property, or any injury or death caused to anyone whomsoever who may be on the Property howsoever such damage, loss, injury or death may be caused (specifically including damage, loss, injury or death caused by falling objects). and the Lessee hereby waives any claim which, but for this waiver, it may have had against the Lessor arising out of any such damage, loss, injury or death, and further hereby indemnifies the Lessor against any claim of whatsoever nature as may be made against the Lessor by any person whomsoever in respect of any such damage, loss, injury or death, such indemnity to include an indemnity against all such costs which may be incurred by the Lessor in connection with any such claim, and provided that this waiver and indemnity shall apply notwithstanding that any such damage, loss, injury or death may be due to the fault of the Lessor and/or the fault of anyone for whose actions the Lessor may in law be responsible; and

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019 104 60380

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15.3 The Lessee shall arrange with the Insurer concerned to submit to the Lessor the duplicate originals of such policies and all receipts in respect of the payment of current and annual renewal premiums. The original policies will be returned to the Lessee. Under no circumstances shall any such policy be cancelled or be allowed to lapse by the Lessee, without the written consent of the Lessor.

15.4 The Lessee shall not do or omit to do anything or keep in or on, or permit anything to be done or kept in or on the Property which in terms of any insurance policy held from time to time by the Lessee in terms of this lease may render such policy void or voidable and the Lessee shall comply in all respects with the terms and conditions of any such policy.

15.5 Should the Lessee fail to insure or keep in force any insurance cover which it is obliged or required to obtain in terms of this clause 15, the Lessor shall be entitled to make such payment on behalf of the Lessee and to recover from the Lessee, forthwith upon demand, any premiums paid in respect thereof together with interest thereon calculated at the rate of 1% (one per centum) above the prime bank commercial overdraft lending rate charged from time to time by the Lessor's bankers on an unsecured basis to its first grade customers.

15.6 Where the Lessee sublets any portion of the Property pursuant to the provisions of this lease, it shall ensure that the conditions of all insurance policies which it is required to keep in force as provided for in this clause 15 are strictly observed by the sublessees concerned.

**DESTRUCTION OF OR DAMAGE TO THE PROPERTY**

16.1 Should the Property or portion thereof be destroyed or damaged, then:

16.1.1 this lease shall not be cancelled;

16.1.2 the rental payable by the Lessee shall be reduced pro rata to the extent to which the Lessee is deprived of the beneficial use of the Property;

16.1.3 the Lessee shall at its own cost repair the damaged or destroyed portion of the Property as expeditiously as is reasonably possible in the circumstances and to the satisfaction of the Lessor; and

16.1.4 the Lessee shall have no claim of any nature whatsoever against the Lessor as a result of the said destruction or damage, no matter how it is caused.

- 16.2 Notwithstanding anything to the contrary contained in this lease, the provisions of this clause 16 shall not prejudice any claim which the Lessor may have against the Lessee where the destruction of, or damage to, the Property or any part thereof is occasioned by the act, default or neglect of the Lessee or of any person for whose actions the Lessee is at law responsible.

## 7. ADVERTISING

The Lessee shall not be entitled to use any fence, building or structure situate on the Property at any time for the display of any advertisements of any nature without the Lessor's prior consent, and then only in accordance with such regulations as may be issued by the Lessor from time to time relative to such advertising, and shall likewise procure that all occupiers of the Property from time to time observe this restriction.

## 8. SUBLETTING, ASSIGNMENT AND CESSION

- 18.1 The Lessee shall not, without the prior written consent of the Lessor which consent shall not be unreasonably withheld, cede or assign any of its rights or delegate any of its obligations hereunder.
- 18.2 The Lessee may, with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, sublet the Property or any portion thereof provided that such sub-lease shall be subject to the terms and conditions of this lease.
- 18.3 Where the Lessee sublets the Property or any portion thereof, it shall procure that the sub-lease shall be in writing and that a copy thereof and any future amendments thereto shall be given to the Lessor for its approval, which approval shall not be unreasonably withheld.
- 18.4 In sub-letting space in Beyers Street for the purpose of placing tables and chairs in the open air thereat, preference must be given to traders and businesses in and adjacent to Beyers Street.

## 9. BREACH

- 19.1 Should either party the Lessor or the Lessee (hereinafter referred to as "the Defaulting Party") breach any of its obligations in terms of this agreement, and fails to remedy such breach within 14 (Fourteen) days after receipt of written notice by the other party (hereinafter referred to as "the Non-defaulting Party") requiring the Defaulting Party to remedy that breach, then the Non-defaulting Party shall be entitled, notwithstanding any previous waiver, to:

19.1.1 cancel this agreement and claim damages from the Defaulting Party;

or

19.1.2 alternatively and in its sole discretion, claim specific performance of all the terms of this agreement without prejudice to any claim which it may have against the Defaulting Party.

19.2 The Lessor shall be entitled at its option to institute any legal proceedings which may arise out of or in connection with this lease in any Magistrate's Court having jurisdiction, notwithstanding the fact that the claim or value of the matter in dispute might exceed the jurisdiction of such Magistrate's Court in respect of the cause of action.

19.3 Without prejudice to all or any of the Lessor's rights hereunder, should the Lessee fail to pay the monthly rentals or any other sums which may become due by the Lessee to the Lessor on due date, then and in either or both of such events, the Lessee shall pay the Lessor penalty interest thereon at the rate of 1% (one per centum) above the prime bank commercial overdraft lending rate charged by the commercial bank of the Lessor's choice to its best grade customers on an unsecured basis from time to time. The rates so payable shall be the rates as certified by any manager or assistant manager of any branch of the said bank and shall be final and binding on the parties.

## LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS

Should the Lessee fail to fulfil or perform any of its obligations under this lease, the Lessor shall be entitled to do so on the Lessee's behalf and at the Lessee's expense, and the Lessee shall refund to the Lessor, upon demand, any amount so expended, together with interest thereon calculated at the same rate and on the same basis as is provided for in clause 19.3 from the date on which the Lessor incurred such expense to the date of payment thereof by the Lessee, both inclusive.

## NOTICES AND DOMICILIA

All notices given by either party to the other shall be given by prepaid registered post:

21.1 to the Lessor at Town Hall Complex, Plein Street, Stellenbosch, 7600.

21.2 to the Lessee at C/o. Investec Property Group, 100 Grayston Drive, Sandton, 2146.

at which address the parties respectively choose domicilium citandi et executandi or to such address as either may notify the other in writing from time to time for all purposes hereunder.

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## GENERAL

- 22.1 No variation of this lease shall be of force or effect unless it is in writing and is signed by both the Lessor and the Lessee provided that in the event of the one party being prepared to grant any particular benefit to the other party and the former recording the relevant undertaking in writing duly signed, such undertaking shall bind the former.
- 22.2 This lease contains all the terms and conditions of the agreement between the Lessor and the Lessee. The parties acknowledge that there are no understandings, representations or terms between the Lessor and the Lessee in regard to the letting of the Property other than those set out herein provided that in the event of the one party having granted any particular benefit to the other party and the former having recorded the relevant undertaking in writing duly signed, such undertaking shall bind the former.
- 22.3 No act of relaxation on the part of the Lessor in regard to the carrying out of any of the Lessee's obligations in terms of this lease shall prejudice or be deemed to be a waiver of any of the Lessor's rights in terms hereof.
- 22.4 Wherever in this lease or any annexure thereto provision is made for the furnishing of a certificate or for a decision to be made by the Lessor's architect, then and in such event such architect shall act as an expert and not as an arbitrator.
- 22.5 The Lessor records that it is the registered owner of the Property.

## COSTS

The costs of an incidental to this agreement of lease shall be borne by the parties in equal shares.

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16.12.1999

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SIGNED AT STELLENBOSCH THIS 10 DAY OF December 1999

WITNESSES:

[Signature]

[Signature]

[Signature]

duly authorised  
For and on behalf of  
Stellenbosch Municipality

SIGNED AT Stellenbosch THIS 10 DAY OF FEBRUARY 1999 2000

WITNESSES:

[Signature]

[Signature]

[Signature]

duly authorised  
For and on behalf of  
IPG (Property Trading & Development)  
(Pty) Ltd

[Signature]  
[Signature]  
[Signature]



# **APPENDIX 2**



STELLENBOSCH  
STELLENBOSCH • STIT • TRANSCHUIJL  
MUNISIPALITEIT • UMMSIPALA • MUNICIPALITY

Our ref. :

Lorelle Adams (021-8088028)

2008-10-29

Marlon Shevelew and Associates  
PO Box 3330  
Cape Town  
8000

Dear Sir

**RENEWAL OF LEASE AGREEMENT: IPG (PTY) LTD AND STELLENBOSCH MUNICIPALITY: EXERCISE OF OPTION**

Your letter dated 13 May 2008, as well as our subsequent discussions in this regard, refers.

This letter serves to confirm that we acknowledge that you have exercised your option in terms of the Agreement to renew the Lease Agreement for a further period of 10 years.

I further confirm that the terms and conditions for the renewal period will be the same as per the original Lease Agreement. (See clause 4.3 of original agreement)

The rental and escalation for the renewal period will be as per clause 4.4 read with clause 5.2 of the original agreement. In terms hereof the following rental and escalation is suggested:

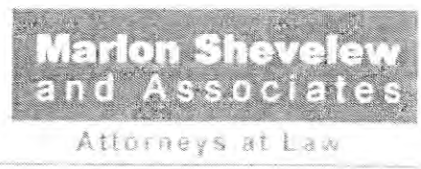
- Rental: R271.16 p.m for the first year
- Escalation: 10% per annum

Please confirm your agreement with the Rental and Escalation as set out above.

Yours faithfully

PIET SMIT  
MANAGER: PROPERTY MANAGEMENT & ADMINISTRATION

Marlon Shevelew 021 225 1000



Our Ref: MS/av  
30 October 2008

Per fax: 021 808 8200

Stellenbosch Municipality  
Townhall Complex  
Plein Street  
Stellenbosch 7600

Dear Sirs,

**RE: RENEWAL OF LEASE AGREEMENT: IPG (PTY) LTD AND STELLENBOSCH MUNICIPALITY:  
EXERCISE OF OPTION**

The above matter and your letter of 29 October 2008 refers.

Please be advised that our client is in agreement with the proposed rental and escalation as per your letter under reply.

Yours faithfully,  
**MARLON SHEVELEW & ASSOCIATES**

**M SHEVELEW**

# **APPENDIX 3**

### 5.2.3 PROPOSED CESSION AND ASSIGNMENT OF LEASE AGREEMENT TO EIKESTAD MALL (PTY) LTD: BEYERS STREET, STELLENBOSCH

File number : 7/2/2/1/Eikestad Mall  
 Report by : Municipal Manager  
 Compiled by : Acting Director: Corporate Services  
 Delegated Authority : Mayco

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#### 1. PURPOSE OF REPORT

To consider an application from Growthpoint Properties (Pty) Ltd (previously Investec) to cede and assign the current Lease Agreement pertaining Beyers Street to Eikestad Mall (Pty) Ltd, the new Developer of the Eikestad Mall.

#### 2. BACKGROUND

##### 2.1 Lease Agreement

On 10 February 2000, following approximately 2 years of negotiations pertaining the pedestrianisation and re-development of Beyers Street, a Lease Agreement was concluded between Stellenbosch Municipality and IPG (Pty) (Investec) the then co-developer of the Eikestad Mall. A copy of the Lease Agreement is attached as **APPENDIX 1**.

In terms of this Lease Agreement, which came into effect on March 2000, it was *inter alia*, agreed that:

- (a) IPG would lease Beyers Street for an initial period of 10 years;
- (b) IPG would have an option to renew the lease for a further period of 10 years on pre-agreed terms; and
- (c) IPG would be allowed to do certain upgrading (construction of kiosks) and would take responsibility for the management and maintenance of the property.

##### 2.2 Option period

During May 2008 IPG (now trading as Growthpoint) informed Stellenbosch Municipality that they will have exercised their right to renew the Lease Agreement for a further period of 10 years, as per clause 4.2.2 of the Lease Agreement.

### 2.3 Application to cede and assign Lease Agreement to Eikestad Mall (Pty) Ltd

During 2007 the Eikestad Mall was sold to a group of Developers (Eikestad Mall (Pty) Ltd.) Approval for the redevelopment of the Eikestad Mall was granted during 2008, and construction commenced during 2008.

Following various discussions between IPG and Eikestad Mall (Pty) Ltd during 2008, IPG informed Stellenbosch Municipality on 28 November 2008 that they have reached agreement on the terms and conditions of ceding the current Lease Agreement to Eikestad Mall (Pty) Ltd, the new owners of the property known as the Eikestad Mall. They further requested in terms of clause 18.1 of the Lease Agreement to cede and assign their rights arising out of the Lease Agreement to Eikestad Mall (Pty) Ltd, in their capacity as new owners of the adjacent properties, known as Eikestad Mall. A copy of their letter is attached as **APPENDIX 2**.

## 3. DISCUSSION

### 3.1 Proposed ceding/assignment of rights

In terms of clause 18.1 of the Lease Agreement "*The Lessee (now Growthpoint) shall not, without the prior written consent of the Lessor, which consent shall not be unreasonably be withheld, cede or assign any of its rights or delegate any of its obligations hereunder*". As already mentioned in paragraph 2.1 (*supra*), at the time of concluding the Lease Agreement, IPG was the co-owner/developer of the adjacent site, commonly known as the Eikestad Mall. It is clear from the content of the Lease Agreement that the owner of the Eikestad Mall, from a functional point view, should be the Lessee.

Seeing that Eikestad Mall is now the new owners of the Eikestad Mall, and further seeing that IPG (now trading as Growthpoint) has no further interest in the surrounding properties, it makes common sense that the Lease Agreement be ceded to the new owners/developers of the Eikestad Mall. The application is therefore supported.

### 3.2 Related issues

During recent discussions with representatives of Eikestad Mall (Pty) Ltd as well as the owners of erf 4430, it became apparent that:

- (a) The kiosks that were erected by IPG (in terms of the Lease Agreement was constructed partly on Council-owned land (lease land) as well as land belonging to Eikestad Mall (Pty) Ltd; and

- (b) The owners of erf 4430 were effectively “*land locked*” as a result of the Lease Agreement, insofar as vehicular access is concerned.

### 3.2.1 Dual ownership

Although the negotiations leading to the conclusion of the Lease Agreement was done on the basis that the Lessee would construct the kiosks on Council-owned land (Beyers Street), and that the ownership (and control) of these assets would vests with the Municipality after the two lease periods of 10 years (20 years in total), it now became apparent that the kiosks (in my view, wrongfully) were indeed constructed on both Council owned and private owned land (Eikestad Mall Property).

The new owners of Eikestad Mall has already indicated that they plan to re-develop the entire area, including Beyer Street.

The detail of this re-development (and possible demolition of the existing kiosks) and the conditions attached thereto, should form part of the discussions/negotiations following the ceding/assignment of the Lease Agreement, including ways and means of ensuring that Stellenbosch Municipality are not in a worse position as currently (referring to the ownership of the kiosks).

### 3.2.2 Access to Erf 4430

As mentioned above, the consequence of the Lease Agreement is that the owners of erf 4430 is “*land-locked*” insofar as vehicular access is concerned, as can be seen on Fig 1, below.



Fig.1 Location of erf 4430 in relation to Beyers Street and Andringa Street.

Should Council therefore approve of the ceding/assignment of the Lease Agreement, it should be subject thereto that imicable arrangements be put in place as to ensure that the owners of Ere 4430 has (restricted) vehicular access over Beyers Street to their property, allowing them to do deliveries, maintenance work to their building, ect.

#### **4. COMMENTS BY RELEVANT DEPARTMENTS**

##### **4.1 CFO**

The CFO has indicated that he is in support of the recommendations contained in this report, subject there to that the cession agreement be brought in line with the Supply Chain Management Policy, i.e. that market-related rental be payable.

##### **4.2 CLA**

The CLA has indicated that he is in support of the recommendations contained in this report.

#### **5. CONCLUSION**

As set out above, it makes common sense that the current Lease Agreement with IPG (now trading as Growthpoint) be ceded to the new owners of Eikestad Mall, as requested, subject thereto that any development of the property be done on the basis that:

- (a) Council would not be in a worse position than currently (regarding ownership of the existing kiosks); and
- (b) that, the owners of erf 4430 have (even restricted) vehicular access from Andringa Street over Beyer Street to their property.

#### **RECOMMENDED**

- (a) that the proposed ceding/assigning of the Lease Agreement between Stellenbosch Municipality and IPG (now trading as Growthpoint), to Eikestad Mall (Pty) Ltd be approved, subject to the following conditions:
  - (i) a new, market related lease amount be determined, based on an independent valuation, taking into account any capital investments as part of the redevelopment of the property;
  - (ii) any redevelopment will only be approved on the basis that Stellenbosch Municipality is not worse off than currently, insofar as it relates to the ownership of the kiosks;



- (iii) access to erf 4430 from Andringa Street, over Beyers Street, be insured, even if such access is linked to specific times and/or actions.
- (b) that, should Council approve of the proposed ceding as per recommendation (a), it be subject thereto that Councils intention so to act first be advertised in terms of Section 124 of the Municipal Ordinance, 20/1974;
- (c) that, should objections be received as a consequence of the advertisement contemplated in (b) (*supra*), same first be considered by Council;
- (d) that, should no objections be received, the Director: Corporate Services be authorized to attend to the legal steps necessary to effect the proposed ceding; and
- (e) that the CFO be mandated to determine a market related lease amount based on an independent valuation.

**FINANCE AND CORPORATE SERVICES COMMITTEE MEETING :  
2009-02-10 : ITEM 6.1.1.3**

**RESOLVED** (majority vote)

that this matter be referred back to the Administration and that the Acting Director: Corporate Services be requested to investigate the possible sale of the portion of land including Beyers Street, to the developer.

**COMMENTS BY THE ACTING DIRECTOR: CORPORATE SERVICES  
(Compiled by the Manager: Property Management & Administration)**

Following the above decision, a meeting was scheduled with the current **LESSEE** (IPG, now trading as Growthpoint) and a representative of Eikestad Mall (Pty) Ltd on 2009-03-02.

During the discussions the representative of Eikestad Mall (Pty) Ltd has indicated that they would indeed be interested in acquiring the said property, but due to the fact that Investec currently hold a lease over the property, such transaction would not be possible. They therefore suggests that, as a first step, Stellenbosch Municipality consent to the cession and assignment of the lease agreement to Eikestad Mall (Pty) Ltd, whereafter the parties can enter into negotiations regarding the possible alienation of the property. The **LESSEE** confirmed that they share this view.

Please find hereto attached as **APPENDIX 3** a copy of a self-explanatory letter, dated 2 March 2009, received from Eikestad Mall (Pty) Ltd, confirming the above.

In light hereof it is

**RECOMMENDED**

- (a) that, as a first step, the proposed ceding/assigning of the Lease Agreement between Stellenbosch Municipality and IPG (now trading as Growthpoint), to Eikestad Mall (Pty) Ltd be approved, subject to the following conditions:
  - (i) a new, market related lease amount be determined, based on an independent valuation, taking into account any capital investments as part of the redevelopment of the property;
  - (ii) any redevelopment will only be approved on the basis that Stellenbosch Municipality is not worse off than currently, insofar as it relates to the ownership of the kiosks;
  - (ii) access to erf 4430 from Andringa Street, over Beyers Street, be insured, even if such access is linked to specific times and/or actions.
- (b) that, should Council approve of the proposed ceding as per recommendation (a), it be subject thereto that Council's intention so to act first be advertised in terms of Section 124 of the Municipal Ordinance, 20/1974;
- (c) that, should objections be received as a consequence of the advertisement contemplated in (b) (*supra*), same first be considered by Council;
- (d) that, should no objections be received, the Director: Corporate Services be authorized to attend to the legal steps necessary to effect the proposed ceding;
- (e) that, following the successful ceding of the lease agreement to Eikestad Mall, the Director: Corporate Services be mandated to negotiate the possible alienation of the property to Eikestad Mall (Pty) Ltd, taking into account access to Erf 4430; and
- (f) that, a progress report on the possible alienation of the property be tabled within 3 months.

# APPENDIX 4




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## **PROPERTY MANAGEMENT**

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TO / AAN : Acting Municipal Manager  
 FROM / VAN : Manager: Property Management  
 DATE / DATUM : 2010-04-12  
 RE / INSAKE : PROPOSED AGREEMENTS OF CESSION AND ASSIGNMENT OF  
 LEASE: BEYERS STREET

---

**1. PURPOSE OF REPORT**

The purpose of this memo is to obtain approval for the signing of a Cession and Assignment Agreement, in terms whereof the current Lease Agreement between Stellenbosch Municipality and Investec Property Ltd is assigned to Eikestad Mall (Pty) Ltd).

**2. BACKGROUND**

**2.1 Lease Agreement**

On 10 February 2000, a Lease Agreement was concluded between Stellenbosch Municipality and IPG (now doing business as Investec Property Ltd), in terms whereof they would lease a portion of Beyer street for a period of 10 years, with an option to renew for a further period of 10 years.

**2.2 Option exercised**

During May 2008 IPG informed us that they will exercise their right to renew the Lease Agreement for a further period of 10 years, as per clause 4.2.2 of the Lease Agreement.

**2.3 Application to cede and assign lease Agreement to Eikestad Mall (Pty) Ltd**

During November 2008, IPG informed us that they have reached agreement with Eikestad Mall (Pty) Ltd, the new owners of the surrounding properties, on the ceding and assignment of the Lease Agreement to Eikestad Mall.

## 2.4 Approval of cession and assignment

On 2009-05-04 the Mayoral Committee approved the cession and assignment of the Lease Agreement to Eikestad Mall (Pty) Ltd, subject to the following conditions:

- (a) *that, as a first step, the proposed ceding/assigning of the Lease Agreement between Stellenbosch Municipality and IPG (now trading as Growthpoint), to Eikestad Mall (Pty) Ltd be approved, subject to*
- (i) *a new, market related lease amount be determined, based on an independent valuation, taking into account any capital investments as part of the redevelopment of the property;*
  - (ii) *any redevelopment will only be approved on the basis that Stellenbosch Municipality is not worse off than currently, insofar as it relates to the ownership of the kiosks;*
  - (iii) *access to erf 4430 from Andringa Street, over Beyers Street, be insured, even if such access is linked to specific times and/or actions.*

A copy of the agenda item that served before Mayco is attached as **APPENDIX 1**.

## 2.5 Valuation

Following the above resolution, an independent valuer has been appointed to determine a market related rental. Hereto attached as **APPENDIX 2** a copy of the valuation.

## 3. DISCUSSION

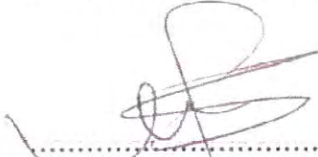
### 3.1 Final Draft Cession and Assignment Agreement

Following the above decision, a final, draft Cession and Assignment Agreement has now been negotiated, a copy of which is attached as **APPENDIX 3**.

## RECOMMENDATION

- a) that the final draft cession and Assignment Agreement be approved;
- b) that the Manager: Property Management be authorised to sign the agreement on behalf of Stellenbosch Municipality, thereby giving consent for the cession and assignment of the Lease Agreement to Eikestad Mall (Pty) Ltd.

For CONSIDERATION by the Acting Municipal Manager



.....  
Manager: Property Management  
Piet Smit

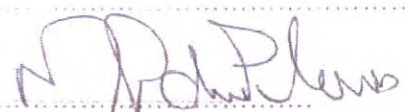
2010.04.12

.....  
Date:

APPLICATION

APPROVED	<input checked="" type="checkbox"/>	NOT APPROVED	<input type="checkbox"/>
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Conditions (if any):.....  
.....  
.....



.....  
The Acting Municipal Manager

12/04/2010

.....  
Date

**AGREEMENT OF CESSION**

**AND**

**ASSIGNMENT OF LEASE**

**Between**

**INVESTEC PROPERTY LIMITED**

(the Cedent)

(Registration Number: 1947/25753/06)

and

**EIKESTAD MALL (PTY) LTD**

(the Cessionary)

(Registration Number: 2006/037145/07)

*Faint handwritten text, possibly a signature or date.*

*Handwritten signature and date.*

1. INTERPRETATION

- 1.1 In this agreement, clause headings are for convenience and shall not be used in this interpretation,
- 1.2 unless the context clearly indicates a contrary intention, an expression which denotes any gender shall include the other genders, a natural person shall include an artificial person and vice versa, the singular shall include the plural and vice versa and the following expressions shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings:
- 1.3 "the Cedent" means INVESTEC PROPERTY LIMITED, previously INVESTEC PROPERTY GROUP LIMITED, previously IPG (PROPERTY TRADING & DEVELOPMENT) (PROPRIETARY) LIMITED, the Lessee in terms of the Lease and which, by virtue of a certificate of change of name of company on 11 February 2008 is now called INVESTEC PROPERTY LIMITED
- 1.4 "the Cessionary" means EIKESTAD MALL (PTY) LTD;
- 1.5 "the Effective Date" means the date of the fulfillment of clause 6.1;
- 1.6 "Lease" means the agreement of lease dated 10 February 2000 and expiring on 31 December 2009 between the Stellenbosch Municipality and the Cedent, whereby Stellenbosch Municipality let and the Cedent hired the Premises, which Lease has been renewed from 1<sup>st</sup> January 2010 to 31 December 2019 and which is attached hereto marked "A" and incorporated herein for reference purposes;
- 1.7 "the Municipality" means Stellenbosch Municipality, or its successors in title;
- 1.8 "the Premises" means the property described in the Lease;

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- 1.9 "the Purchase Price" means the sum of R600 000.00 (Six Hundred Thousand Rand) (exclusive of Value Added Tax);
- 1.10 "the Signature Date" means the last date of signature of this agreement by the signatories;
- 1.11 expressions in the singular also denote the plural and vice versa;
- 1.12 words and phrases denoting natural persons refer also to juristic persons, and vice versa; and
- 1.13 pronouns of any gender include the corresponding pronouns of the other gender.
- 1.14 Clause headings appear in this agreement for purposes of reference only and shall not influence the proper interpretation of the subject matter.
- 1.15 This agreement shall be interpreted and applied in accordance with South African law.

**2. CESSION AND ASSIGNMENT**

- 2.1 With effect from the Effective Date, the Cedent cedes to the Cessionary all the Cedent's rights, title and interest under, in and to the Lease, and assigns to the Cessionary all its obligations thereunder.
- 2.2 The Cessionary accepts the cession and assignment in terms of Clause 2.1.

**3. PAYMENT CONSIDERATION**

- 3.1 The Purchase Price is exclusive of Value Added Tax (VAT).



3.2 The payment of the Purchase Price, excluding VAT, will be paid by the Cessionary within 7 (seven) business days after the Effective Date by means of bank transfer or bank guaranteed cheque.

4. **WARRANTIES AND UNDERTAKINGS**

The Cedent guarantees that it exercised its option of renewal as per clause 4.2. of the Lease and which option of renewal has been accepted by the Municipality.

5. **NOTICES AND DOMICILIUM**

5.1 The parties choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this agreement, the following addresses -

5.1.1 **CEDENT** Investec Property Limited  
Level 1 Grayston West,  
Investec Building  
100 Grayston Drive  
Sandton 2146

5.1.2 **CESSIONARY** Office 301 Eikestad Mall  
43 Andringa Street  
Stellenbosch 7600

provided that a party may change its *domicilium* to any other physical address and its address for the purposes of notices to any other postal address or telefax number within the Republic of South Africa by written notice to the other party to that effect. Such change of address will be effective 7 (seven) days after receipt of notice of the change of *domicilium*.

OSP  
1/1/20  
MH # 1

- 5.2 All notices to be given in terms of this agreement will be in writing and -
- 5.2.1 if delivered by hand during normal business hours, be rebuttably presumed to have been received on the date of delivery;
  - 5.2.2 if sent by prepaid registered post from within the Republic of South Africa be rebuttably presumed to have been received within 7 (seven) business days of posting;
  - 5.2.3 if sent by telefax before 16h30 on a business day be rebuttably presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after 16h30 or on a day which is not a business day will rebuttably be presumed to have been received on the following business day.
- 5.3 Notwithstanding the above, any notice actually received by the party to whom the notice is addressed will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause.

## 6. CONDITIONS PRECEDENT

- 6.1 This agreement is subject to the suspensive condition that the Cedent obtain the Municipality's written consent to the cession and assignment constituted by this agreement.

## 7. RECORDALS

- 7.1 It is expressly recorded that the Cessionary has reached agreement with the Municipality that upon conclusion of this written agreement of cession and assignment it:

- 7.1.1 shall pay an increased rental of R2 925.00 per month for the Premises escalating at 8 percent per annum. Should approval for

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the building plans for the bridge design not be granted by the Municipality, for whatever reason, then the rental will be decreased, based, on a new market valuation being obtained from an independent valuer to be appointed by the Municipality.

7.1.2 may upgrade the Premises by:

7.1.2.1 resurfacing the area of Beyers Street,

7.1.2.2 hard and soft landscaping including planting new trees, and

7.1.2.3 adding a bridge and a new canopy protecting pedestrians against the elements;

7.1.3 shall allow access over the Premises for Erf 4430 subject to the conditions that such access:

7.1.3.1 shall be used for deliveries and repair and maintenance to the building only,

7.1.3.2 shall be restricted to an area of 3 meters wide along the northern boundary of Beyers Street and;

7.1.3.3 will be regulated by the local authority, in consultation with the Cessionary, as far as possible, at the following times.

Monday to Friday before 09:30

Saturday before 08:30

7.2 It is furthermore expressly recorded that the Cessionary has reached agreement with the Municipality that none of the foregoing upgrades and



structural changes shall leave the Municipality in a financially worse off position than under the Lease.

To that end, the Cessionary and the Municipality have reached agreement that the capital loss of the kiosks that were demolished by the Cessionary, will be set off against future upgrades to be undertaken by the Cessionary, the details whereof shall be negotiated in good faith between the Cessionary and Stellenbosch Municipality. It is specifically recorded that when calculating the value of the capital loss as aforesaid, that it be taken into consideration that the kiosks were built partially on Beyers Street and partially on Erf 6083 (the property of the Cessionary)

**8. VALUE ADDED TAX**

8.1 It is hereby recorded and agreed by the parties that:

8.1.1 the Cedent is a registered vendor as defined in the Value Added Tax Act 1991; and

8.1.2 the Cessionary is a registered vendor as defined in the Value Added Tax Act 1991 alternatively the Cessionary shall register as such prior to the Effective Date; and

8.1.3 the Lease and the Cedent's rights and obligations in terms thereof shall be transferred in terms hereof to the Cessionary as part of an enterprise which is supplied to it as a going concern, together with all assets necessary for the Cessionary to conduct it as such; and

8.1.4 that the Lease and the Cedent's rights and obligations in terms thereof shall on the Effective Date be part of an income earning activity; and



- 8.15 that this transaction is as such exempt from the payment of transfer duty; and
- 8.1.6 that Value Added Tax at a rate of zero percent shall be payable in respect of this transaction.
- 8.2 It is agreed and hereby recorded that in the event of either:
  - 8.2.1 the Cessionary failing to register as a Vendor in terms of the Value Added Tax Act within 30 (thirty) days from the Signature Date; or
  - 8.2.2 in the event of VAT being levied in respect of the supply in clause 7.1.3 above at a rate other than zero percent, the Cedent shall be entitled to recover such amount from the Cessionary upon demand.

9. **ADJUSTMENT ACCOUNT**

- 9.1 The Cedent shall prepare an adjustment account in respect of the business and affairs of the business as at the Effective Date, if requested in writing by either party, procure its certification of correctness by the auditors of the Cessionary (which certification shall be at the Cedent's expense) and to that end deliver such adjustment account to the Cessionary not later than 30 (thirty) days after the Effective Date.
- 9.2 After the Effective Date, the Cedent shall, if requested by the Cessionary, as soon as practicable deliver to the Cessionary copies of every document used by the Cedent in respect of the preparation of the adjustment account.
- 9.3 Payment of any monies due to any party in terms of the adjustment account shall not constitute part of the purchase price of the business and shall be effected separately from the payment of such purchase price.



of the respective parties) shall meet at the offices of the Cedent (unless otherwise agreed between the parties) to settle the adjustment account.

9.6 Any amount payable by any party to another party in terms of the adjustment account, shall be paid within 2 (two) days of the payment date.

**10. BREACH**

If either the Cessionary or Cedent commits a material breach of this agreement and fails to remedy such breach within 7 (seven) days of written notice requiring the breach to be remedied, then the party giving the notice will be entitled, at its option, either to cancel this agreement and claim damages or alternatively to claim specific performance of all the defaulting party's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.

**11. ALL PARTIES TO SIGN**

This agreement shall take effect only when signed by all parties.

**12. COSTS**

All costs associated with the drafting of this agreement shall be borne by the Cedent.

**13. GENERAL**

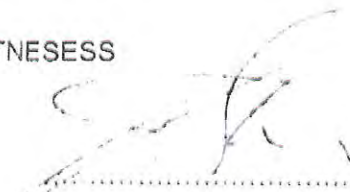
13.1 This document constitutes the sole record of the agreement between the parties in respect of the subject matter thereof.

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- 13.2 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 13.3 No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 13.4 No extension of time or indulgence which either party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which may arise in the future.
- 13.5 This agreement shall be binding on the heirs, executors, administrators and assigns of each of the parties.

SIGNED at STELLENBOSCH on this 19<sup>th</sup> day of APRIL 2010 in the presence of the undersigned witnesses.

WITNESESS

1.  .....

2. ....  .....

(Signature of CEDENT)

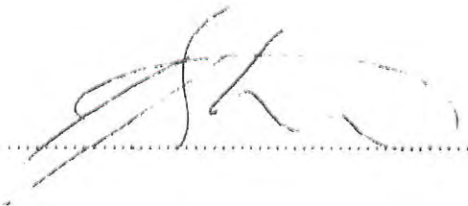
SIGNED at STELLENBOSCH on this 19<sup>th</sup> day of April 2010 in the presence of the undersigned witnesses.

WITNESESS

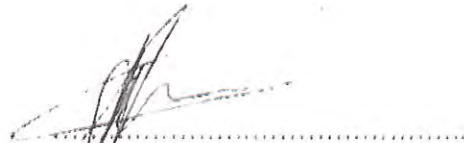




1. \_\_\_\_\_



2. \_\_\_\_\_



(Signature of CESSIONARY)


**LESSOR'S CONSENT IN TERMS OF CLAUSE 18.1 OF THE LEASE**

The STELLENBOSCH MUNICIPALITY as the Lessor of the Premises consents to the Cession and Assignment in terms of clause 18.1 of the Lease agreement.

SIGNED at *Stellenbosch* on this *Monday* of *April 2010*  
In the presence of the undersigned witnesses

WITNESESS

1. \_\_\_\_\_



2. \_\_\_\_\_



For and on behalf of the  
STELLENBOSCH MUNICIPALITY



**FINANCE AND CORPORATE SERVICES COMMITTEE MEETING :  
2009-04-30 : ITEM 6.1.1.2**

**RECOMMENDED**

- (a) that, as a first step, the proposed ceding/assigning of the Lease Agreement between Stellenbosch Municipality and IPG (now trading as Growthpoint), to Eikestad Mall (Pty) Ltd be approved, subject to the following conditions:
  - (i) a new, market related lease amount be determined, based on an independent valuation, taking into account any capital investments as part of the redevelopment of the property;
  - (ii) any redevelopment will only be approved on the basis that Stellenbosch Municipality is not worse off than currently, insofar as it relates to the ownership of the kiosks;
  - (iii) access to erf 4430 from Andringa Street, over Beyers Street, be insured, even if such access is linked to specific times and/or actions.
- (b) that, following the successful ceding of the lease agreement to Eikestad Mall, the Acting Director: Corporate Services be mandated to negotiate the possible alienation of the property to Eikestad Mall (Pty) Ltd, taking into account access to Erf 4430; and
- (c) that, a progress report on the possible alienation of the property be tabled within 30 days (by the end of May 2009).

**MAYORAL COMMITTEE MEETING : 2009-05-04 : ITEM 5.2.3**

**RESOLVED (nem con)**

- (a) that, as a first step, the proposed ceding/assigning of the Lease Agreement between Stellenbosch Municipality and IPG (now trading as Growthpoint), to Eikestad Mall (Pty) Ltd be approved, subject to the following conditions:
  - (i) a new, market related lease amount be determined, based on an independent valuation, taking into account any capital investments as part of the redevelopment of the property;
  - (ii) any redevelopment will only be approved on the basis that Stellenbosch Municipality is not worse off than currently, insofar as it relates to the ownership of the kiosks;
  - (iii) access to erf 4430 from Andringa Street, over Beyers Street, be insured, even if such access is linked to specific times and/or actions.

- (b) that, following the successful ceding of the lease agreement to Eikestad Mall, the Acting Director: Corporate Services be mandated to negotiate the possible alienation of the property to Eikestad Mall (Pty) Ltd, taking into account access to Erf 4430; and
- (c) that, a progress report on the possible alienation of the property be tabled within 30 days (by the end of May 2009).

(Acting DCORP)

# APPENDIX 5

**Piet Smit**

---

**From:** Anita Petersen <anita@ontrend-consulting.com>  
**Sent:** 07 May 2019 03:33 PM  
**To:** Piet Smit  
**Cc:** 'Chris Brunner'; karin@eikestadmall.co.za  
**Subject:** [EX] Renewal - Beyers steeg  
**Attachments:** Lease.pdf; Cession.pdf

Dear Piet,

Trust you are doing well.

In absence of Karin Retief being on Maternity leave, we wish to bring the following under your attention.

The attached lease for the Beyers steeg (for which an option to renew has already been exercised) expires end of Dec 2019 and we wish to start the process to engage with the council to renew this for another 10 years.

Can you please advise what the process would be or how we go about securing this renewal.

Best regards,  
Anita



**ON TREND**  
CONSULTING

ANITA PETERSEN  
MANAGING DIRECTOR

+27 (0)76 715 5771

anita@ontrend-consulting.com  
www.ontrend-consulting.com

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11.3	<b>FINANCIAL SERVICES: [PC: CLLR P CRAWLEY (MS)]</b>
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NONE

11.4	<b>HUMAN SETTLEMENTS: (PC: CLLR N JINDELA)</b>
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NONE

11.5	<b>INFRASTRUCTURE SERVICES: (PC: CLLR Q SMIT)</b>
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11.5.1	<b>APPROVAL OF THE DRAFT TRAFFIC CALMING POLICY</b>
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Collaborator No: 638165  
IDP KPA Ref No: Good Governance and Compliance  
Meeting Date: 20 November 2019

**1. SUBJECT: APPROVAL OF THE DRAFT TRAFFIC CALMING POLICY**

**2. PURPOSE**

To set out the policy for traffic calming and to inform Council that the current Traffic Calming Policy, accepted and approved by Council on the 26 April 2016, has been revised with this Draft Traffic Calming Policy.

**3. DELEGATED AUTHORITY**

**MUNICIPAL COUNCIL.**

The Traffic Calming Policy is a document that must be adopted by Municipal Council, for approval of the Municipality's approach to dealing with traffic calming and traffic calming request within its municipal area.

**4. EXECUTIVE SUMMARY**

The objectives of traffic calming measures are to moderate traffic behaviour, through physical and legislative measures, with the aim to reduce the vehicle speeds and/or traffic volumes, thereby improving traffic safety and quality of life in the urban environment, but with due regard to mobility and accessibility.

It has become necessary to review the current Traffic Calming Policy to allow for a more structured and uniform approach when dealing with requests received from the public. Procedures set out will also allow for alignment with the Municipality's financial year.

The document firstly describes the evaluation procedure to be followed when the Municipality receives requests relating to any traffic problems.

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The document then focuses very specifically on traffic calming and deals with:

- the road hierarchy (from a traffic calming perspective);
- principles for evaluating traffic calming;
- traffic calming techniques; and
- warrants.

The remainder of the document describes the manner in which requests from the public are processed, incorporating inputs from the Ward Committees, and tabling proposals at the Infrastructure Services Portfolio Committee for approval before implementation.

## 5. RECOMMENDATIONS

- (a) that the content of this report be noted;
- (b) that the Draft Traffic Calming Policy, attached as **ANNEXURE A**, be accepted as the copy to be used in a Public Participation process;
- (c) that the Draft Traffic Calming Policy be duly advertised for the purpose of a public participation process; and
- (d) that upon the completion of the public participation process, the Draft Traffic Calming Policy together with any comments/objections be resubmitted to Council for final approval and adoption.

## 6. DISCUSSION / CONTENTS

### 6.1 Background

The policy details the following:

- The objective of traffic calming measures.
- The various traffic calming techniques, their associated applications and functions.
- The principle philosophy in evaluating potential traffic calming interventions.
- The manner in which potential traffic calming interventions should be evaluated and prioritized using prescribed principles / scorecards.

### 6.2 Discussion

It is necessary to amend the Current Traffic Calming Policy to allow for changes as previously mentioned. In brief, the following changes are proposed:

- (i) On receipt of written requests, evaluation scorecards are completed as prescribed by the policy, and proposals are included in an updated Area Traffic Calming Plan (ATCP).
- (ii) The updated ATCP is compiled and submitted to the Ward Committee for notification.
- (iii) The ATCP will be updated annually and will be aligned to the financial year cycle. Ward Committees must complete their review of the ATCP by September to allow adequate time for implementation before financial year end.
- (iv) Recommendations are prepared for submission to the Infrastructure Services Portfolio Committee, for final approval prior to implementation.

---

**6.3 Financial Implications**

There are no financial implications should the recommendations as set out in the report be accepted.

**6.4 Legal Implications**

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

**6.5 Staff Implications**

This report has no staff implications for the Municipality.

**6.6 Previous / Relevant Council Resolutions**

Council: 26 April 2016

**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**

Agrees with the recommendations

**RECOMMENDATIONS FROM INFRASTRUCURE SERVICES COMMITTEE MEETING TO THE EXECUTIVE MAYOR: 2019-09-05: ITEM 5.1.2**

- (a) that the content of this report be noted;
- (b) that the Draft Traffic Calming Policy, attached as **ANNEXURE A**, be accepted as the copy to be used in a Public Participation process;
- (c) that the Draft Traffic Calming Policy be duly advertised for the purpose of a public participation process; and
- (d) that upon the completion of the public participation process, the Draft Traffic Calming Policy together with any comments/objections be resubmitted to Council for final approval and adoption.

**FOR FURTHER RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2019-11-20: ITEM 7.5.3**

- (a) that the content of this report be noted;
- (b) that the Draft Traffic Calming Policy, attached as **ANNEXURE A**, be accepted as the copy to be used in a Public Participation process;
- (c) that the Draft Traffic Calming Policy be duly advertised for the purpose of a public participation process; and



- 
- (d) that upon the completion of the public participation process, the Draft Traffic Calming Policy together with any comments/objections be resubmitted to Council for final approval and adoption.

**ANNEXURES:**

Annexure A

**DETAILS CONTACT:**

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<b>REPORT DATE</b>	<b>28 March 2019</b>

# **ANNEXURE A**



**STELLENBOSCH**  
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## Draft Traffic Calming Policy

Draft – September 2019

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## TRAFFIC CALMING POLICY STELLENBOSCH MUNICIPALITY

### 1. INTRODUCTION

#### 1.1. Purpose of document

The purpose of this document is to set out the policy for traffic calming for Stellenbosch Municipality, and:

- To ensure that investigations to traffic calming are carried out in a uniform way.
- To clearly define where on the road network traffic calming is allowed.
- To describe traffic calming techniques which will be allowed in an area.
- To define when traffic calming will be warranted.
- To outline the process that be followed in evaluating and approving traffic calming facilities.
- To ensure that evaluations are carried out in a uniform way.
- To complement and not replace traffic regulation and enforcement.

The document firstly describes the preliminary investigation and evaluation procedures to be followed by the Municipality, when requests are received, and the progressive evaluations steps that follow.

The document then focuses very specifically on traffic calming and deals with:

- The road hierarchy (from a traffic calming perspective).
- Road classes where traffic calming will be allowed.
- Routes where traffic calming is not allowed (emergency and bus routes, crescents)
- Minimum speeds and traffic volumes before traffic calming is contemplated.
- Principles for evaluating traffic calming.
- Traffic calming techniques
- Warrants
- Implementation procedure



## 1.2. Definition

Traffic calming definition:

To moderate traffic behaviour, through physical and legislative measures, with the aim to reduce the vehicle speeds and/or traffic volumes, thereby improving traffic safety, and quality of life in the urban environment, but with due regard to mobility and accessibility.

## 1.3. Objectives

The objectives of this policy document are as follows:

1. To ensure that traffic calming is part of the overall transport strategy for the area.
2. To ensure that traffic is accommodated and applied at the correct road hierarchy level.
3. To provide communication channels for the public to participate in the "calming" process.
4. To improve the efficiency and safety of the road network without compromising costs.
5. To minimise the extent of pollution and damage caused by motorised vehicles.
6. To protect residential areas and the residents from unwanted through traffic and associated dangers.
7. To moderate extraneous traffic behaviour.
8. To promote road safety.
9. To improve traffic flows.
10. To ensure that other low order roads are not negatively impacted through the implementation of specific traffic calming measures.

## 2. MACRO EVALUATION

Any traffic issue stemming from a request or complaint, regardless of its extent and possible course of action, should firstly follow the preliminary or macro evaluation procedure as set out below.



## 2.1. Receiving the complaint

All traffic safety complaints must be reported to the Infrastructure Services Directorate in writing. The Infrastructure Services Department will forward the complaint to the Ward Councillor for notification. All traffic safety complaints must be in writing and take the form of a letter, an email or a facsimile message. No verbal, facebook or whatsapp requests will be investigated.

## 2.2. Preliminary evaluation

The preliminary evaluation will follow a four step process:

### Step 1: The Nature of the request or complaint

The complaint should describe the problem as clearly as possible.

### Step 2: Planning Assessment

Each complaint/request will be compared to the approved traffic plan for an area, should there be one. If no traffic plan is in place, only those measures that are reasonably considered safe and are technically feasible and affordable may be considered for further evaluation.

### Step 3: Qualitative Assessment

If the road is classified as either a R1, R2, R2, U1, U2 or U3 route in terms of Section 4.2 then traffic calming is not permitted. **Table 1** below must be completed to determine if a more detailed assessment is justified.

**Table 1: Qualitative assessment table**

	Aspect	Yes	No
<b>GENERAL</b>			
1	No emergency vehicle route present		
2	Falls within an Area Traffic Calming Plan		
3	Are there bus routes along the route		
4	Did accidents recently occur at the specific location		
<b>SPEED / SAFETY</b>			
5	Cycle/pedestrian paths within roadway		



6	Sharp horizontal curves present		
7	Method of control at intersections not applicable (e.g. yield should be stop)		
8	Spacing of accesses close together		
9	Straight sections on road >180m		
10	Road signs and markings absent or in poor condition		
11	Schools/crèches/old age homes / recreational facilities in proximity		
12	Sub-standard road layout, geometrics and sight distances		
13	Steep grade that encourages speeding		
<b>VOLUMES</b>			
14	Is through traffic possible		
15	Road network – higher order roads with capacity problems result in rat running		
<b>TOTAL NUMBER YES/NO</b>			
<b>QUALITATIVE ASSESSMENT (YES / POSSIBLE YES / NO )</b>			

#### Step 4: Geographical Assessment

The road hierarchy of the problem area will be evaluated and the “traffic calming” class of road established. Physical features such as the surrounding road network, proximity of schools, road safety characteristics will also be evaluated at this point. An assessment will then also be made to whether an Engineering, Enforcement, Education or Combination course of action (see 2.3 below) is to be implemented.

### **2.3. Courses of action**

The following possible alternative courses of action may be taken once the preliminary evaluation has been completed.

#### Engineering (E1)

This could be one of the following:

- Major engineering in which the problem requires substantive planning, design and construction. It would be proposed for inclusion in future budget programs.





- Traffic Systems Management in which the problem requires improvements to traffic management such as elimination of accident black spots, intersection improvements, traffic lights, etc. It would likewise be proposed for inclusion in future budget programs.
- Traffic calming in which the problem requires calming techniques for specific safety problems, etc. It would be proposed for inclusion on a priority program for detailed evaluation on Traffic Calming Techniques, Principles and Warrants as set out in Chapter 3 of this document.

#### Enforcement (E2)

This could be one or a combination of the following:

- Technical traffic actions such as improvements to road signs and markings, parking prohibitions, etc.
- Traffic enforcement actions such as speed checks and moving violations.
- Patrols such as scholar patrols, traffic wardens, etc.

Any traffic enforcement measures or arrangements, which would solve or reduce the problem, will be proposed.

#### Education (E3)

This could be one or a combination of the following:

- Liaison with the local and NGO organisations
- Announcements or notices to schools, sporting centres, etc.
- Limited public involvement with specific institutions such as schools, community development forums (CDF's) etc.
- Open public meetings with ratepayers associations, community based organisations, ward meetings, etc.
- Involvement with organizations such as "DRIVE ALIVE" and "ARRIVE ALIVE"

Any education measures or arrangements, which would solve or reduce problems, will be proposed.

#### Combination of E1, E2 and E3

This could be a combination of the above three mechanisms.



### 3. ESTABLISHMENT OF AREA TRAFFIC CALMING PLANS

#### 3.1. Introduction

The need for traffic calming comes due to a number of reasons:

##### Inappropriate driver behaviour

This inappropriate behaviour prevails in the form of driving at speeds too high for the adjacent environment, drivers using residential roads as shortcuts or to avoid congestion on the major road network and increased potential for pedestrian/vehicle conflicts.

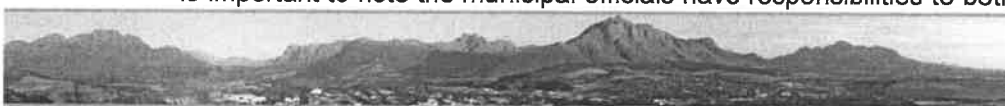
##### Presence of vulnerable road users

Vulnerable road users are young children, scholars, the elderly and the infirm. The behaviour of these road users can be unpredictable and/or their movement is constrained leading to increased potential for pedestrian/vehicular conflict.

#### 3.2. Developing area traffic calming plans (ATCP)

The process to develop an ATCP set out below:

1. Define the boundaries of the area, as far as practically possible ward boundaries would be utilized.
2. Prepare plans showing road classification, land use and identify locations where there are high concentrations of vulnerable road users (schools, hospitals, old age homes/retirement villages, parks, etc.)
3. Consultation with emergency service providers to identify emergency routes into the area. Routes identified as emergency routes are not disqualified from traffic calming measures, but the severity of the measures implemented on the road, if warranted in terms of this policy, should be reduced.
4. Consultation with the affected community together and Ward Committee.
5. Moderation of comments received and development of draft ATCP. It is important to note the municipal officials have responsibilities to both



the larger road user group and the local community, and the ATCP must reflect the required balance.

6. Submission of draft ATCP to all parties who have contributed to the development of the draft ATCP for acceptance.
7. Traffic calming measure must be prioritized for implementation based on budgeting constraints. The score achieved through the evaluation process described in Section 5.5 dealing with the warrants will be used as the first level for prioritisation.

### **3.3. Advantages of ATCP's**

The development of ATCP's allows for a structured approach to implementing traffic calming measures. Not all measures requested/investigated need to be incorporated into an ATCP particularly in isolated areas. The advantages of an ATCP are:

1. Assessment of traffic calming requests simplified
2. Emergency routes are identified, typically Class 4 roads (see attached
3. Community participation defines the principles guiding the implementation of traffic calming in their area
4. Keeping plan updated and relevant will provide positive control for municipal officials responsible for the evaluation and implementation of traffic calming measures.

## **4. FEASIBILITY OF TRAFFIC CALMING**

### **4.1. Introduction**

Should the macro evaluation described in Chapter 2 indicate that the identified traffic problem or complaint could possibly best be addressed by traffic calming measures; the feasibility of such measures should then be further tested and investigated using the following procedure:

- Step 1: Reconsider information collected as part of "geographical assessment" (Section 2.2) and obtain additional data if necessary.



- Step 2: Determine the road classification for which the traffic calming measures are suggested, refer to Section 4.2 below.
- Step 3: Test the proposed implementation of traffic calming against the first and second order principles given in Section 4.3, also taking into account the pre-requisites for attending to traffic calming aspects as given in this section.
- Step 4: In the event of a proposal complying with the principles (i.e. step 3 above), carry out a detailed evaluation, through selection of an appropriate traffic calming technique (refer to Section 4.4). The collection of data as required and the testing of the proposal against the warrants are given in Section 4.5.

#### 4.2. Road Hierarchy

The road hierarchy set out in this section is based on TRH26: South African Road Classification and Access Management Manual and this document should be referred to if further detail is required.

Road classes 1, 2 and 3 do **not** qualify for traffic calming measures. If it is deemed that action is required to calm traffic for whatever reason (for example to reduce vehicle / pedestrian conflict), alternative measures may be investigated. These alternative measures may include pedestrian overpasses, signalised pedestrian crossings, signage, and provision of sidewalks/cycle facilities, edge treatment or other Transportation Systems Management applications. The alternative measure may be presented in the form of a traffic management plan which could include all or some of the above. Engineering judgement will have to be applied.

Road classes 4 and 5 **potentially** qualify for traffic calming measures, provided that the total score obtained when applying the warrants is above the minimum value. In the event that these roads serve as emergency or bus routes, at the discretion of the Municipality's Infrastructure Services Directorate, these may be deemed not to qualify for traffic calming measures and alternative measures may be investigated.

The tables below set out the functional road classification and the road access management and features for both rural and urban roads.





RURAL ROAD CLASSIFICATION

Table 2: Rural Functional Road Classification

Basic Function	Function		Description		Mobility				
	Alternate functional descriptions	Determining function	Class No (R <sub>L</sub> )	Class name	Origin / destination	Through traffic component	Reach of connectivity	% of built km	AADT (average annual daily traffic)
Mobility	Vehicle priority vehicle only, long distance, through high order, high speed, numbered commercial, economic, strategic route, arterial road or highway	Movement is dominant, through traffic is dominant, the majority of traffic does not originate or terminate in the immediate vicinity, the function of the road is to carry high volumes of traffic between urban areas	1	Principal arterial*	Metro areas, large cities, large border posts, join national routes	Exclusively	> 50 km	2 - 4% Classes 1 and 2	1000 – 100 000+
			2	Major arterial*	Cities and large towns, transport nodes (harbours and international airports), smaller border posts, join major routes	Exclusively	>25 km		500 – 25 000+
			3	Minor arterial*	Towns, villages and rural settlements, tourist destinations, transport nodes (railway sidings, seaports, landing strips), small border posts, other routes	Predominant	> 10 km	6 - 12% Classes 1, 2 and 3	100 – 2 000+
Access / Activity	Access, mixed pedestrian and vehicle traffic, short distance, low order, lower speed, community / farm, road or street.	Access, turning and crossing movements are allowed, the majority of traffic has an origin or destination in the district, the function of the road is to provide a safe environment for vehicles and pedestrians using access points	4	Collector road	Connect farming districts, rural settlements, tourist areas, national and private parks and reserves to mobility routes	Minimal	< 10 km	20 - 25%	< 1 000
			5	Local road	Farm or property access, connection to other routes	Nil Discontinuous	< 5 km	65 - 75%	< 500
			6	Walkway (path or track)	Settlements, farms, transport nodes, water points	n/a			

\* In rural areas, the term distributor may be preferred to arterial



Basic Function	Description		REQUIREMENTS				TYPICAL FEATURES (use appropriate context sensitive standards for design)								
	Class No (R_)	Class name	Design typology	Route no.	Access to property	Parking	Speed km/h	Inter-section control	Typical cross section	Roadway / lane width	Road reserve width	Public transport stops and ped. xing.	Pedestrian footways (constructed)	Cycle lanes	Animal drawn vehicles
Mobility	1	Principal arterial	Expressway	Yes (N)	Not allowed*	No (off road rest stops allowed)	120	Grade separate or priority to through	2 / 3 / 4 lane, surfaced shoulders, climbing lanes	3.5 - 3.7 m	60 - 80 m (62 m)	No	No	No	No
	2	Major arterial	Highway	Yes (R: 2 or 3-digit; or N)	Not allowed**	No (off road rest stops allowed)	120	Priority or grade separate	2 / 3 lane, surfaced shoulders, climbing lanes	3.5 - 3.7 m	40 - 70 m (48 m)	As required	Isolated	Recreational on shoulder	No
	3	Minor arterial	Main road	Yes (R: 3 or 2-digit)	Not allowed**	No (off road rest stops allowed)	100-120	Priority, roundabout	2 lane surfaced, gravel shoulders	4.0 m	30 - 50 m (30 m)	As required	Isolated	Recreational widen roadway both sides	Widen shoulder
Access / Activity	4	Collector road	Collector	Allowed, T (tourist) or D (district)	Yes	No (off road edge or in lay-byes / viewpoints)	80 - 100	Priority	2 lane surfaced or gravel, gravel shoulders	3.5 m	25 m	As required	Rare, isolated	Widen roadway	Widen shoulder
	5	Local road	Farm road	Allowed, T (tourist) or L (local)	Yes	No (on verge or shoulder)	60 - 80	Priority	1 / 2 lane gravel, 600 mm concrete strips in environmental areas		20 m	As required	Rare	Use roadway	Use roadway
	6	Walkway	Track or pathway	No	Yes	n/a							Not constructed, formed by use		

\* Access to properties sufficiently large to warrant a private intersection / interchange can be considered if access spacing requirement met and there is no future need for a public road.

\*\* Low volume farm gate and tourist access (less than 10 vehicles per day) can be considered if no alternative exists.

Table 3: Rural Access Management Requirements and Features

Basic Function	Function		Description		Mobility				Traffic	
	Alternate functional descriptions	Determining function	Class No (U_)	Class name	Through traffic component	Distance between parallel roads (km)	% of built km	Reach of Connectivity	Expected range of ADT (average daily traffic)	% of travel veh-km
Mobility	vehicle priority, vehicle only long distance, through, high order, high speed, numbered, commercial, economic, strategic; route, arterial road or highway.	Movement is dominant, through traffic is dominant, the majority of traffic does not originate or terminate in the immediate vicinity, the function of the road is to carry high volumes of traffic between urban districts	1	Principal arterial (freeway)	Exclusively	5 - 10 km	5 - 10% Classes U1 and U2	> 20 km	40 000 - 120 000+	40 – 65% Classes U1 and U2
			2	Major arterial	Predominant	1.5 - 5.0 km		> 10 km	20 000 - 60 000	
			3	Minor arterial	Major	0.8 - 2.0 km	> 2 km	10 000 - 40 000	65 – 80% Classes U1, U2 and U3	
Access / Activity	Access, mixed pedestrian and vehicle traffic, short distance, low order, low speed, community, street	Access, turning and crossing movements are allowed, the majority of traffic has an origin or destination in the immediate area, the function of the road is to provide a safe environment for vehicles and pedestrians using access points	4a	Collector street, commercial	Discourage		5 – 10%	< 2 to 3 km	< 25 000	5 – 10%
			4b	Collector street, residential	Discourage			< 2 km	< 10 000	
			5a	Local street, commercial	Prevent		65 – 80%	< 1 km	< 5 000	10 – 30%
			5b	Local street, residential	Prevent			< 0.5 km (1 km Max)	< 1 000	
			6a	Walkway, pedestrian priority	Ban					
			6b	Walkway, pedestrian only	Ban					

Table 4: Urban Functional Road Classification

URBAN ROAD CLASSIFICATION



Basic Function	Description		REQUIREMENTS					TYPICAL FEATURES (use appropriate context sensitive standards for design)								
	Class No (U_)	Class name	Design typology	Route no.	Intersection spacing	Access to property	Parking	Speed km/h	Inter-section control	Typical cross section	Roadway / lane width	Road reserve width	Public transport stops and ped. xing.	Pedestrian footways (constructed)	Cycle lanes	Traffic Calming
Mobility	1	Principal arterial	Freeway	Yes (M/R/N)	2.4 km (1.6 km - 3.6 km)	not allowed	No	100-120	Interchange	4 / 6 / 8 lane freeway	3.3 - 3.7 m lanes	60 - 120 m (60 m)	No	No	No	No
	2	Major arterial	Highway	Yes (M/R)	800 m (± 15%)	Not allowed <sup>*/**</sup>	No	80	Co-ordinated traffic signal, interchange	4 / 6 lane divided, kerbed	3.3 - 3.6 m lanes	38 - 62 m (40 m)	Yes at intersections	Off road	Yes – widen roadway	No
	3	Minor arterial	Main road	Yes (M)	600 m (± 20%)	Not allowed <sup>*/**</sup>	No	70	Co-ordinated traffic signal, roundabout	4 lane divided or undivided, kerbed	3.3 - 3.5 m lanes	25 - 40 m (30 m)	Yes at intersections	Yes	Yes – widen roadway	No
Access / Activity	4a	Collector street, commercial	Commercial major collector	No (A for temp. routing)	> 150 m	Yes (larger properties)	Yes if conditions allow	60	Traffic signal, roundabout or priority	4 lane, median at ped. xing., boulevard, CBD one-way		20 - 40 m (25 m)	Yes at intersections or mid block	Yes	Yes, widen road or on verge	Median for peds. curved roadway
	4b	Collector street, residential	Residential minor collector	No	> 150 m	Yes	Yes if appropriate	50	Roundabout, mini-circle or priority	2 / 3 lane undivided	6 - 9m roadway, < 3.3 m lanes	16 - 30 m (20 m)	Yes anywhere	Yes	Yes, on road or verge	Raised ped, median, narrow lanes
	5a	Local street, commercial	Commercial access street	No		Yes	Yes if conditions allow	40	Priority	2 lane plus parking		15 – 25 m (22 m)	If applicable, anywhere	Normally yes	Use roadway	Raised ped. crossing
	5b	Local street, residential	Local residential street	No		Yes	Yes on verge	40	Mini-circle, priority or none	1 / 2 lane mountable kerbs	3.0 - 5.5 m roadway (two way)	10 - 16 m (14 m)	If applicable, anywhere	Not normally, pedestrians can use roadway	Use roadway	Yes, but should not be necessary
	6a	Walkway, non-motorized priority	Pedestrian priority	No	500 m maximum	Yes	Yes if parking lot or woonerf	15	None, pedestrians have right of way	Surfaced			If applicable, anywhere	Yes or use roadway	Rare	Yes
	6b	Walkway, non-motorized only	Pedestrian only	No	500 m maximum	Yes	No vehicles	peds. 80 m / minute	None, pedestrian signal	Block paving		6 m		Yes	Yes	

\* Access to properties sufficiently large to warrant a private intersection / interchange can be considered if access spacing requirement met and there is no future need for a public road.

\*\* Partial and marginal access at reduced spacing allowed to relieve congestion, reduce excessive travel distances or remove the need for a full intersection

Table 5: Urban Access Management Requirements and Features



#### 4.3. Principles of Evaluating Potential Traffic Calming

The principle philosophy in evaluating potential traffic calming is to eliminate hazards on minor roads and not later alter traffic characteristics on main roads.

Potential traffic calming should be evaluated and prioritized using the following principles:

##### First order priorities:

1. No traffic calming measures are to be imposed on roads classified as Classes 1, 2 and 3.
2. Traffic calming measures should not be considered :
  - on an ad hoc basis;
  - in addressing other social problems ;
  - where it will be detrimental to road safety; or
  - where other traffic engineering or alternative procedures could address the problem; and
  - on public transport routes;
  - on emergency vehicle routes

##### Second order priorities:

3. The implementation of appropriate road signs and road markings should be considered before other traffic calming techniques are proposed.
4. Traffic calming measures must not cause traffic to deviate to other minor order roads.
5. Traffic calming measures should only be considered where :
  - there are inherent safety problems caused by road layout, geometrics, sight distances, etc.;
  - these will contribute directly to safety at schools, community centres, etc. when no other methods are possible;
  - where rat-running (use of minor roads to avoid congestion on main roads) is causing serious safety problems.



Compliance's:

- Traffic calming proposals should be considered with the participation of the Ward Councillor in liaison with the Ward Committee and other residents.
- Where possible upgrading of the existing major road network is to be undertaken in the short or medium term.
- Traffic calming should:
  - comply with the Warrants stated in this Policy Document,
  - be in accordance with the National Guideline for Traffic Calming

#### 4.4 Traffic Calming Measures and Techniques

Traffic calming measures may be divided into three categories, namely, hard, soft and special measures.

**Hard measures** are found at intersections, between intersections and in an area-wide application.

- (a) Measures at intersections are aimed at reducing vehicle speed, maintaining or limiting to various degrees the ruling speed limit, access movements, and include mini-circles, raised intersections, intersection diverters, street closures and intersection narrowing.
- (b) Measures between intersections are aimed at reducing vehicle speed, maintaining the ruling speed limit and include speed humps, chicanes, pinch points or chokers, rumble strips, roadway narrowing (including islands), pedestrian crossing tables and semi-spheres (hobbles).
- (c) Area-wide measures include one-way systems.

**Soft measures** are more cost-effective and should be considered before hard measures. They include road marking and signage (e.g. pedestrian warning signs, speed reduction signs, information signs), enforcement, education and temporary road closure. It is also the only option for higher classes of roads.



**Special measures** include the “woon-erf” concept that would be implemented in residential priority areas. It is a specific concept with specific requirements. These requirements include, amongst others, that the area should be included in a traffic management plan, streets must have limited through traffic, and the environment has to be appropriately designed (including parking areas and play areas without division between traffic lanes and walkways). The urban street design should also support community activities.

There are a variety of **traffic calming techniques**, having different applications and serving different functions. The following measures are primarily for speed and capacity reduction

i) Planting/Greening

Tree planting should be an essential part of all traffic calming schemes and its use is applicable on all road types. This contributes to visual side friction.

ii) Narrow Carriageways

The narrowing of any carriageway tends to reduce speeds. This also applies to median islands.

iii) Optical Width (Visual Narrowing)

This refers to such measures as tree planting.

iv) Footway Extensions

Footway extensions can be built on all roads of a lower classification than arterial standards wherever there is a surplus carriageway space, at junctions, pedestrian crossings places and bus stops.

v) Shared Surfaces

Shared surfaces (i.e. between vehicles and pedestrians) are suitable to local streets with no through traffic and where traffic flow is below 300 vehicles per hour.

vi) Surface Texture/Type/Colour/Location

Textured surfaces are useful where visual or sensory reinforcement of a situation is required. These measures should not be used on roads where speed limits are higher than 50 km/h.

vii) Synchronization

The synchronization of traffic signals can be used to control speed along such a road but could prove to be detrimental to traffic flow.



viii) Electronic Enforcement

This refers to normal law enforcement.

ix) Priority Management

This refers to the type of control at intersections.

x) Road Markings and Signs

These measures can be used to change lane width thus slowing traffic.

Alternatively signs and markings can be used to highlight potentially unsafe conditions for the driver,

xi) Small Corner Radii

The small corner radii are useful at all junctions within residential areas where the speeds of turning movements need to be reduced. Radius design should be appropriate to the classification of roads involved.

xii) Roundabouts

Conventional roundabouts are appropriate for major collectors and arterials where they can reduce accidents and assist traffic flow. Mini roundabouts should only be used on distributors and minor collectors within residential areas – where they will increase the intersection capacity.

xiii) Carriageway Constrictions

Constrictions are localized measures to reduce the capacity on a road.

Constrictions are appropriate for both access streets and mixed priority roads where volumes are less than 500 vph.

xiv) Lateral Shifts in the Carriageway:

- Alternative footway extensions
- Islands and medians in the carriageway
- Alternate angled parking (with permanent features, e.g. planters)

Lateral shifts, which force change in direction and limits the driver's view of the road ahead. These are not suitable for bus routes.

xv) Vertical Shifts in the Carriageway:

These vary according to the severity of the obstacle. i.e. humps, cushions, plateaux (tables) and ramps. These measures are applicable where excessive speeds on local access streets need to be controlled.



When considering the techniques that can be used it is recommended that the use of Road signs and Markings be investigated prior to implementing other traffic calming techniques.

For routes that have been identified as emergency routes, traffic calming measures will not be permitted if the measure will negatively impact on emergency response times. It is therefore suggested that traffic calming measures that will not result in vertical deviation (example; speed hump), be considered.

Where traffic calming measures have already been implemented on emergency routes and these measures result in vertical deviation then the measures should be re-evaluated and where justified replaced with an alternative technique.

#### 4.5 Warrants

The warrants for determining the need for the implementation of traffic calming techniques are as shown in **Table 6**. To calculate compliance with the warrants the following calculations must be applied to determine the weighted score:

$$TS = \sum_{i=1}^n P_i W_i$$

i = Warrant number

Where

TS = Weighted Total Score

P<sub>1</sub> = Point for Warrant i

W<sub>1</sub> = Weight for Warrant i

N = Number of Warrants

The following weighted score must be used to determine whether the proposed measures are warranted.

Condition 1 : Score below 31 points – Not warranted for implementation.

Condition 2 : Score between 32 and 37. Warranted for implementation only if there are vulnerable road users/sensitive areas.

Condition 3 : Score above 37– Warranted for implementation.



**Note:** In Table 6 where data does not exist, realistic estimates or a minor investigation may be initiated.

**Table 6: Warrants for determining the need for traffic calming techniques**

Warrants for evaluating feasibility					
No	Warrants	Point Score			Weight
		0	1	2	
1	Traffic volumes	<50 vph	50-150 vph	>150 vph	3
2	Accidents per year	<1 per year	2 – 4 per year	> 5 per year	3
3	Public service vehicles	>5 vph	3-5 vph	<3 vph	-1
4	Pedestrian / risk	Low	Medium	High	2
5	85 <sup>th</sup> percentile speed	<40	40-60	>60	2
6	Through traffic volume	<5 %	5-50 %	>50 %	2
7	Pedestrian volumes (Vol/4h over 150 m)	<250/4h	250-500/4h	>500/4h	3
8	Parking / loading movements	<100/h/km	100-200/h/km	>200/h/km	1
9	Schools / playgrounds	No	-	Yes	3
10	Footways / verges	Made	Rough	None	2
11	Frontage / accesses spacing	>75m	50-75 m	<50 m	1
12	Sensitive area	No	Slightly	Yes	2
13	One or two way	One		Two	1
14	Stopping sight distance	>130 m	50-130 m	<50 m	1
15	Gradient (Longitudinal)	>5 %	3-5 %	< 3 %	1

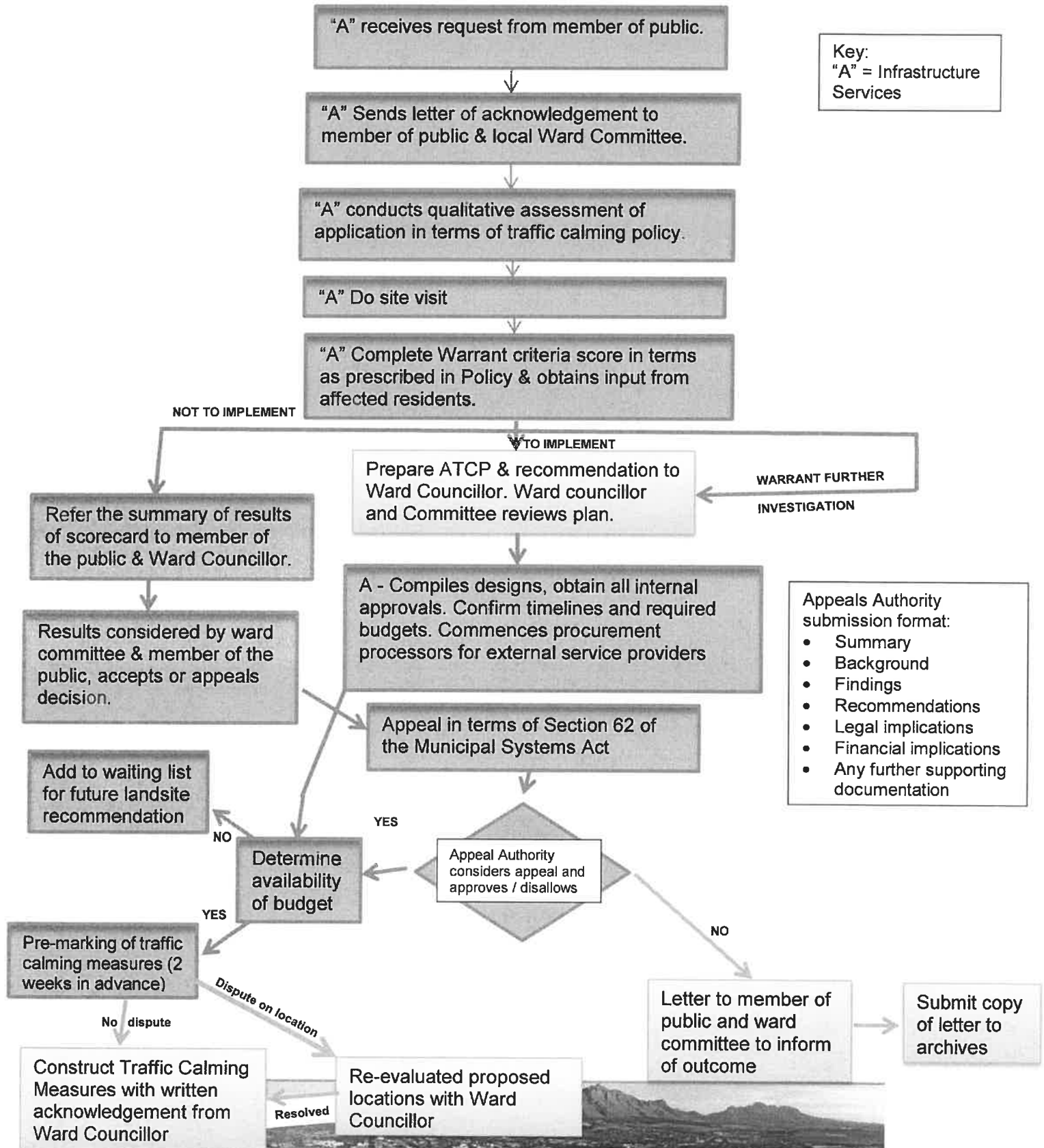


Where:

Traffic volumes	Average hourly off peak traffic volumes between 06:00 and 18:00
Accidents per year	Number of accidents per year
Public service vehicles	Average peak hour volumes (buses, refuse removal etc.)
Pedestrian / risk	The potential risk that pedestrian and vulnerable road users are exposed to in the presence of traffic can be subjectively assessed. (e.g. brake lights, swerving etc.)
85th Percentile speed	The speed at or below which 85 percent of the vehicles travel.
Through traffic volume	That proportion of traffic that has another origin or destination along the road, or within the area, under study.
Pedestrian volumes	The volume of pedestrians crossing a road over a four hour period, and measures over a 150 meters roadway length.
Parking / loading movements	The number of parking/loading manoeuvres per hour over a kilometre section of road
Schools / playgrounds	The presence of schools/crèches/playgroups etc. within the study area
Footways / verges	The provision of pedestrian facilities (pavements etc.) within the verges.
Frontage / access spacing	The average distance between accesses to properties within the studied area/road
Sensitive area	The presence of hospitals, old age homes, clinics and recreation facilities that may be sensitive to traffic, traffic noise, fumes, etc.
One or two way	Whether roads accommodate two or one-way traffic flow.
Stopping sight distance	The minimum distance required for a driver to bring his vehicle to a standstill and based on speed, driver reaction time and skid resistance.
Gradient	The vertical rise or fall of the roadway measured from the base to the apex and expressed as a percentage.



Figure 1: Flow chart of warrant investigation process



Key:  
"A" = Infrastructure Services

- Appeals Authority submission format:
- Summary
  - Background
  - Findings
  - Recommendations
  - Legal implications
  - Financial implications
  - Any further supporting documentation



## 5. IMPLEMENTATION

The implementation of Traffic Calming proposals comprises of the following:

- Detailed investigation
- Update Area Traffic Calming Plan (ATCP)
- Appeals
- Urgent Traffic Calming Interventions
- Construction of the Proposal

### Detailed Investigation

Should a request be investigated and evaluated, and the requirements for progression to the detailed investigation and design stage, be met - the project will require further technical input.

This technical input will involve the following:

- A detailed analysis of the traffic patterns, traffic volumes, intersection geometry, intersection levels of service, alternative routes, unintended implementation consequences (e.g. rat runs) pedestrian and cyclist patterns and environmental aspects of the route.
- A detailed design of the recommended appropriate calming solution, entailing exact location, geometric design, road markings and signage.
- Obtaining inputs from affected residents.

An application for traffic calming may request a specific measure, for example a speed hump. Where the analysis indicates that traffic calming is warranted, the Municipality's Infrastructures Services Directorate will select the most appropriate measure, notwithstanding the request in the application.

### Submitting updated ATCP to Ward Councillor

On the receipt of written request, the Traffic Calming scorecards will be completed as prescribed by the policy.

On conclusion of the evaluations, outcomes will be forwarded to the Ward Councillor, who would table the ATCP at committee meetings.

On determination that the request is warranted, the proposals will be included in an updated ATCP. The updated ATCP together with inputs obtained from affected residents will be distributed to the Ward Councillor for notification and confirmation of support.



### Appeals

The public may appeal the decision by Municipality's Infrastructures Services Directorate and the matter would then be referred to the relevant appeals committee in terms of Section 62 of the Local Government Municipal Systems Act (32 of 2000).

Completed scorecards and other supporting information, as listed hereunder, must be submitted to the Appeals Authority.

The submission must include:

- Summary
- Background
- Findings
- Recommendation
- Legal implication
- Financial implication
- Documentation from Ward Committee if applicable

Supporting documentation will comprise of all information relating to the initial request as well as signed petition from affected residents confirming their support (or non-support) of the proposal. As well as a letter of support or non-support from the relevant Ward Councillor.

### Review by Appeals Authority

On review of submitted information, the Appeals Authority may approve or reject the decision to by the Directorate:

If Traffic Calming measures are approved:

- Where budget is available - arrange for the construction of calming measures to form part of the yearly construction programme.
- Where no budget is available - add the approval to the waiting list for future budget recommendation.

If not approved:

- Issue a letter in all instances to applicant to inform applicant and ward committee of the outcome and send a copy to archives for filing



### Urgent Traffic Calming Interventions

The Municipality's Infrastructure Services Directorate reserves the right to designate any traffic calming intervention as urgent. Urgent traffic calming interventions will immediately be implemented, without the requirement of formal submission to Ward Councillor, the Ward councillor will however be informed.

The following conditions will apply to urgent traffic calming interventions

In addition to meeting the requirements of the Preliminary Evaluation (Section 2) and obtaining a scoring of 37 and above, as described in in Warrants (Section 4), a risk analysis must be carried out on the following:

	<b>Aspect</b>	<b>Yes</b>	<b>No</b>
1	Potential for vehicular accidents – Very High		
2	Potential for personal injury – Very High		

Where any of these additional conditions are met the Municipality will proceed immediately with implementation of a traffic calming measure. The ward committee and portfolio committee will be notified and the ACTP updated.

### Construction of the Proposal

Before the implementation of the approved and funded traffic calming measures; temporary pre-marking on the road surface will be done, to indicate the proposed positions of the traffic calming measures. These pre-marking will be displayed for 2 weeks, so that the local Ward Councillor, the Ward Committee and the daily road user can familiarise themselves with the proposed locations. If there is a dispute regarding the proposed position – the locations; in corporation with the associated ward councillor will be re-evaluated. If no response is received during this 2 weeks period and with written confirmation of the associated ward councillor - construction will commence. The pre- process is not applicable to urgent traffic calming interventions.



## Cost analysis of Traffic Calming Techniques

NR	TYPE OF FACILITY	DESCRIPTION	APPLICATION	ESTIMATED COST (R)	ADVANTAGES	DISADVANTAGES
1	All-way stops	All approaches are stops controlled to force vehicles to reduce speed before stopping at the intersection	Intersection of 2 roads where traffic signals are not warranted. All-way STOPs should not be implemented to reduce speed where it is not warranted.	Typically R20 000 to R60 000	Low cost, law enforcement can be effectively carried out	If implemented to reduce speed, can result in motorists ignoring stop street
2	Mini-circles	A circle is built in the existing roadway without road widening.	To reduce speed of through vehicles, improve capacity of side roads, reduce severity of accidents	Typically R120 000 to R300 000	Reduced delay, especially on side streets, circles effectively reduce severity of accidents	Relative expensive, geometry can be tight, especially for emergency vehicles, driver
3	Speed humps	Raise road surface over 3.5 to 4.0m with 75mm to 100-120mm, typically	Reduce speed on long straight road sections.	Typically R25 000 to R60 000	Effective in reducing speed on long, straight road	Visibility poor at night if road markings are not visible
4	Raised Pedestrian Crossings	Raise road surface with 120mm at pedestrian crossings (length 5m)	Reduce speed at pedestrian crossings	Typically R35 000 to R60 000	Increase safety of pedestrians effectively	Relative high cost, visibility poor at night if road markings are not maintain regularly



5	Raised Intersections	The road surface within the intersection is raised with 75 to 200mm. The control of the intersection can be 4-way or 2-way stop controlled.	The speed of motorists through the intersection is reduced	Typically R120 000 to R350 000	Reduce speed through intersections, reduce severity of accidents	Relative high cost, driver discomfort
6	Raised Mini-circles	The road surface within the intersection is raised with 75mm to 200mm. A mini-circle with small diameter is provided on top of this	Normal mini-circles have limited applications where cycle paths cross at intersections as vehicles are deflected into the cycle path.	Typically R250 000 to R450 000	Reduce speed through intersections, accommodate cyclists and pedestrians with traffic circle control	Relative high cost, driver discomfort
7	Access limitations	Access is restricted with one-ways, no access signs	To reduce through traffic	Typically R150 000 to R400 000	Low cost	Access limitations can result in problems with waste collection, emergency vehicles
8	Reduction in road width (chokers)	Road is narrowed with kerbs	Reduce speed, discourage through traffic, especially heavy	Typically R80 000 to R300 000	Can exclude heavy vehicles from road	Cost, driver discomfort



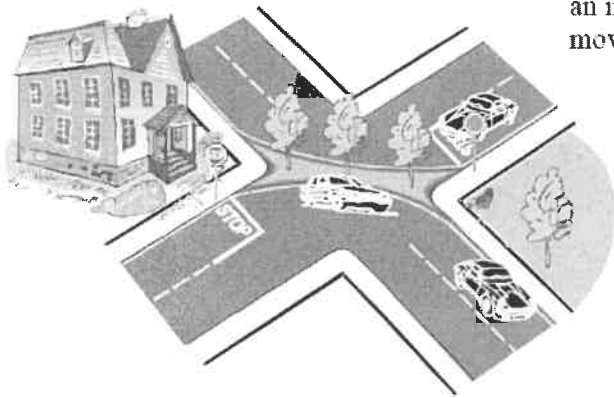
9	Rumble strips	Strips across the road, consisting of bitumen and 13 to 19mm stone	Rumble strips are implemented close to intersections, before sharp horizontal curves to caution motorists of the dangerous situation	Typically R10 000 to R50 000 per set	Effective in increasing awareness of drivers	Noise
10	Semi street closures	The road is closed for one direction of traffic by installing kerbs or by planting bollards	Reduce through traffic and to reduce speed	Typically R75 000 to R450 000		Increase conflict as one direction of traffic has to yield for the other direction, driver discomfort.
11	Cycle/Pedestrian paths	Provide separate road surfaces	Conflict between pedestrians, cyclists and motorists is reduced	Typically R600 to R950 per m <sup>2</sup>		Cost
12	Change in road surface	Asphalt road surface is changed to paving blocks	Increase driver alertness and reduced speed	Typically R100 000 to R500 000 per site	Can be aesthetically more acceptable than other forms of traffic calming	Cost, limited speed reduction
13	Semi-spheres (hobbels)		Increase driver alertness and reduced speed	Typically R20 000 to R200 000 per site	Private road/Class 5. Similar applications to a speedhump, but harsher.	Not favoured on public streets, but can be considered in extreme situations.
14	Lane divider (for example "Armadillo" and "Vuka studs")	The cat-sized lumps can be utilised along NMT cycling lanes.	Increase driver alertness and reduced speed	Typically R20 000 to R200 000 per site	Effective in divide bike lanes from motorised traffic	Cost



# Traffic Calming



“Barriers placed diagonally across an intersection to prevent through movement.”



**Diagonal Diverters**



# Traffic Calming

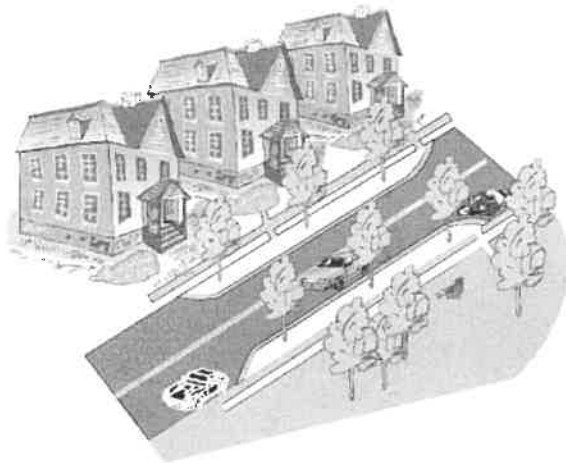


**Mini Traffic Circle**

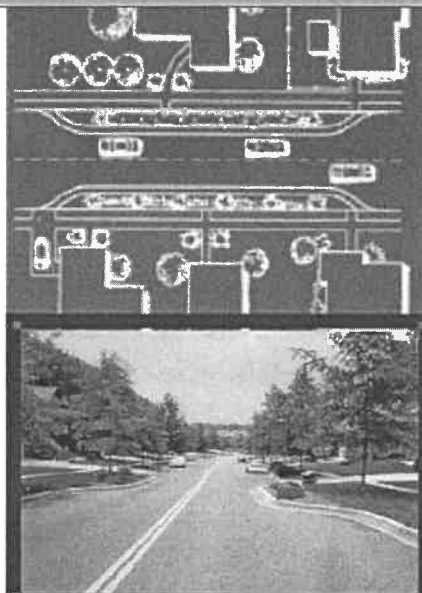




# Traffic Calming



“Kerb extensions or islands on one or both sides of the street that narrow the street at that location.”

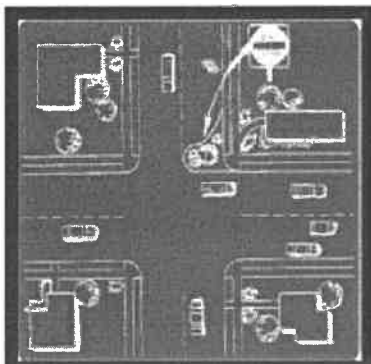


## Chokers

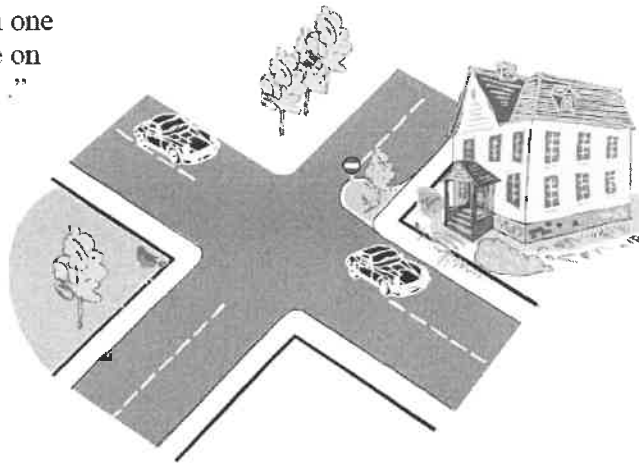


# Traffic Calming

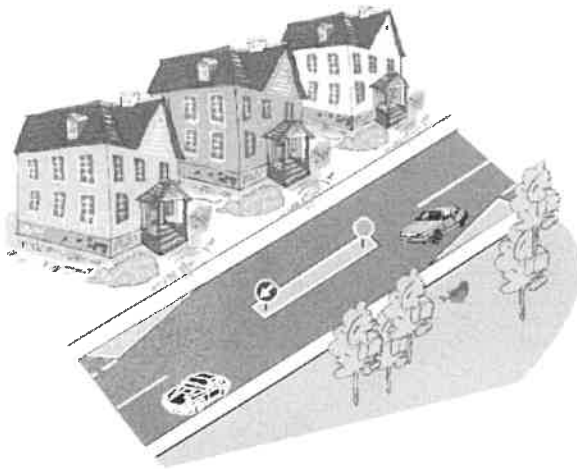
“Barriers that block travel in one direction for a short distance on an otherwise two-way street .”



**Half Closures**



# Traffic Calming



“Median centrally placed on roadway ensure conspicuity with vertical elements, marking and lighting.”



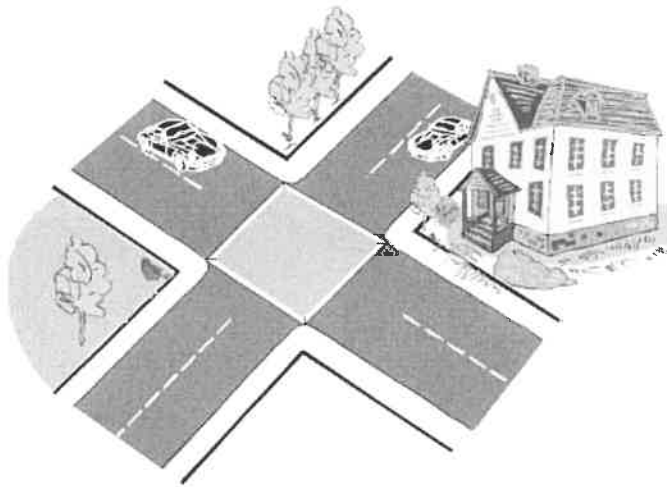
**Median with one sided parking**



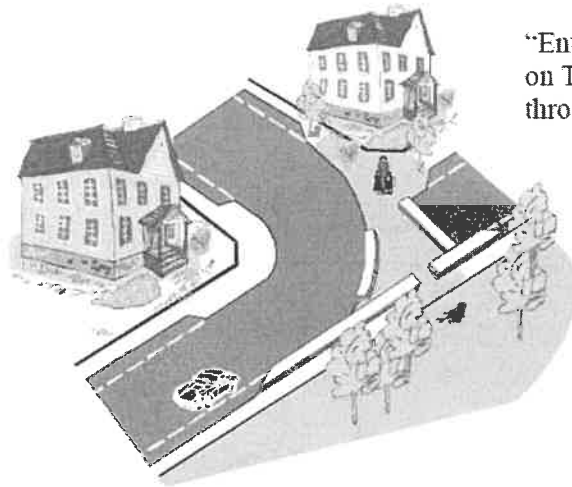
# Traffic Calming



**Raised Intersection**



# Traffic Calming



“Entrance to speed reduced zone on T-junction with exit construction through road.”

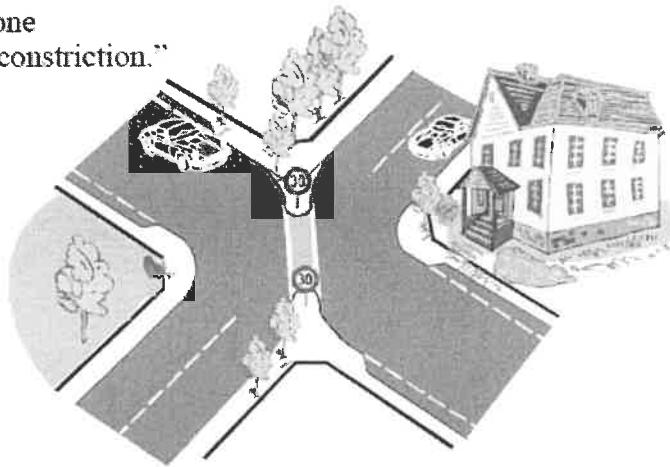


Construction Through Road



# Traffic Calming

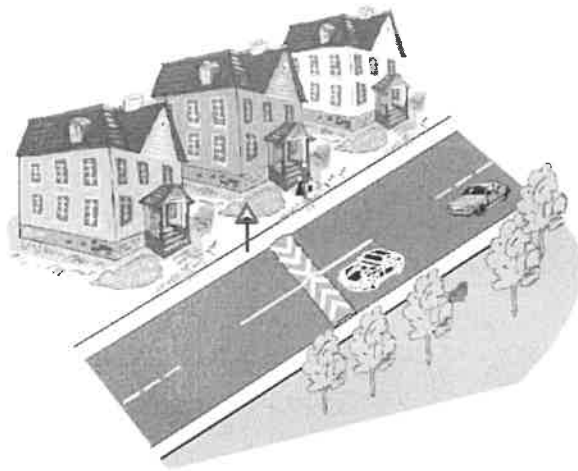
“Entrance to speed reduced zone on intersection with diagonal constriction.”



Diagonal Constriction



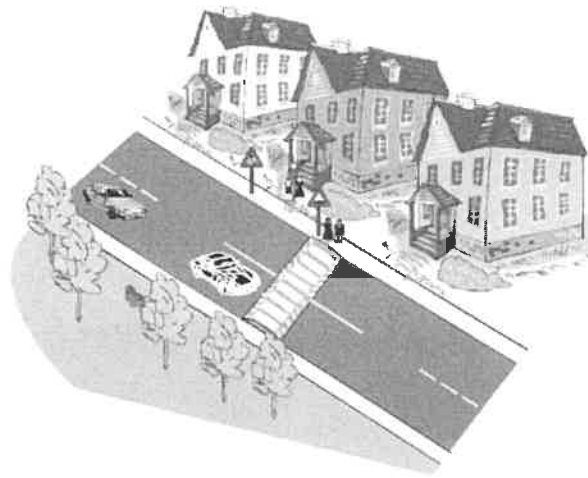
# Traffic Calming



**Speed Restriction**



# Traffic Calming

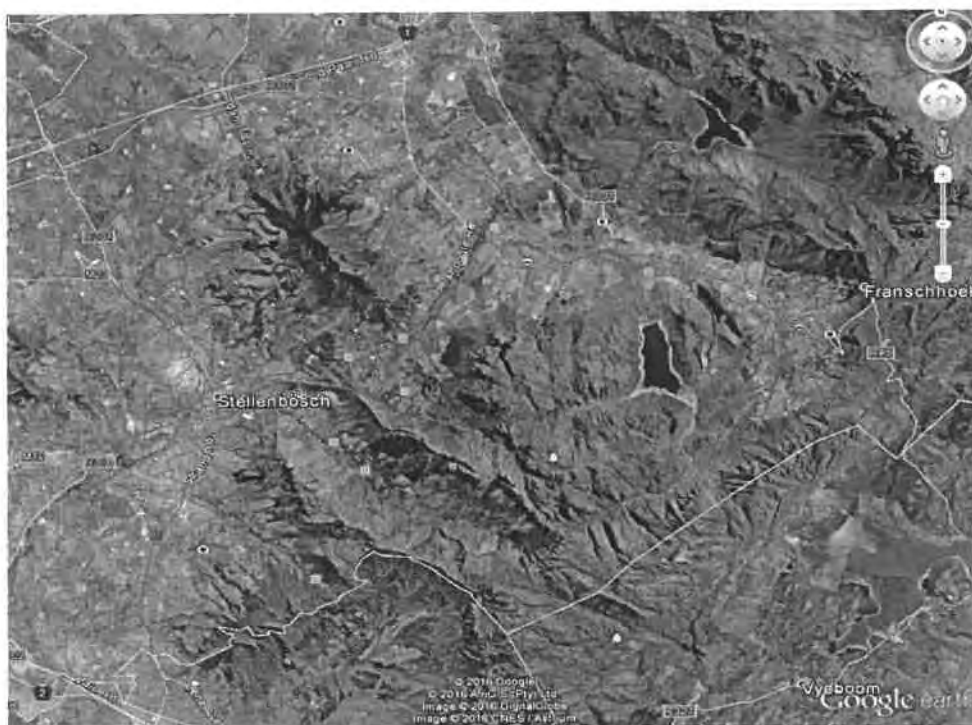


**Raised Pedestrian Crossing**





Emergency Routes – WC024



Emergency Routes – Stellenbosch



Emergency Routes – Raithby



Emergency Routes – Kylemore, Pniel and Lanquedoc



mergency Routes – Wemmershoek



**Emergency Routes – La Motte and Groendal (Franschhoek)**



**Emergency Routes – Franschhoek**



Emergency Routes – Klappmuts





<b>11.6</b>	<b>PARKS, OPEN SPACES AND ENVIRONMENT: (PC: XL MDEMKA (MS))</b>
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NONE

<b>11.7</b>	<b>PLANNING AND ECONOMIC DEVELOPMENT: (PC:CLLR E GROENEWALD (MS))</b>
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NONE

<b>11.8</b>	<b>RURAL MANAGEMENT AND TOURISM: (PC: CLLR S PETERS)</b>
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NONE

<b>11.9</b>	<b>YOUTH, SPORTS AND CULTURE: (PC: CLLR M PIETERSEN)</b>
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NONE

<b>11.10</b>	<b>MUNICIPAL MANAGER</b>
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NONE

<b>12.</b>	<b>CONSIDERATION OF ITEMS, REPORTS, COMMUNICATIONS, PETITIONS AND APPLICATIONS SUBMITTED VIA THE OFFICE OF THE MUNICIPAL MANAGER</b>
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<b>12.1</b>	<b>MUNICIPAL PUBLIC ACCOUNTS COMMITTEE (MPAC): [CLLR WF PIETERSEN]</b>
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NO MEETING WAS HELD IN NOVEMBER 2019

13.	<b>REPORTS BY THE MUNICIPAL MANAGER</b>
13.1	<b>SCHEDULE OF MEETINGS OF COUNCIL, MAYORAL COMMITTEE, STANDING COMMITTEES AND OTHER COMMITTEES OF COUNCIL FOR THE 2020 CALENDAR YEAR</b>

**1. SUBJECT: SCHEDULE OF MEETINGS OF COUNCIL, MAYORAL COMMITTEE, STANDING COMMITTEES AND OTHER COMMITTEES OF COUNCIL FOR THE 2020 CALENDAR YEAR**

**2. PURPOSE**

To obtain Council's approval of the schedule of meetings of Council, Mayoral Committee, Standing Committees and other Committees of Council for the 2020 calendar year.

**3. DELEGATED AUTHORITY**

Municipal Council.

**4. EXECUTIVE SUMMARY**

An annual schedule of meetings is in the interest of good governance, proper order, and it enables effective service delivery. Besides complying with legislated requirements, an annual calendar of meetings will also enable councillors to adequately plan their events, engagements and community activities.

Section 19 of the Local Government: Municipal Systems Act, 32 of 2000, stipulates that:

*"The municipal manager of a municipality must give notice to the public, in a manner determined by the municipal council, of the time, date and venue of every -*

- (a) ordinary meeting of the council; and*
- (b) special or urgent meeting of the council, except when time constraints make this impossible."*

In line with legislated requirements, the publishing of such a schedule of meetings in the media and on the municipal website, seeks to foster a healthy culture of public involvement and participation in Council affairs.

**5. RECOMMENDATIONS**

- (a) that the proposed schedule of meetings for Council, Mayoral Committee, Standing Committees and other committees of Council for the 2020 calendar year (attached as **Appendix 1**), be noted;
- (b) that the Municipal Manager be mandated to give notice to the public of the time, date and venue of said meetings in compliance with Section 19 of the Local Government: Municipal Systems Act, 32 of 2000;
- (c) that it be noted, that the Speaker has the prerogative, as provided for in the Standing Rules and Orders By-Law, to call urgent- or special Council meetings over and above the proposed scheduled meetings; and
- (d) that the Whips' meeting takes place (1) one day prior to the Council meeting.

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## 6. DISCUSSION / CONTENT

### 6.1 Background

A municipality is required to enable the local community to participate in the affairs of the municipality. Sections 17 and 20 of the Local Government: Municipal Systems Act, 32 of 2000, refer to meetings of the municipal council and those of its committees as mechanisms that are open to the public to enable community participation.

As stipulated in Section 19 of the Local Government: Municipal Systems Act, 32 of 2000, *“the municipal manager of a municipality must give notice to the public, in a manner determined by the municipal council, of the time, date and venue of every -*

- (a) ordinary meeting of the council; and*
- (b) special or urgent meeting of the council, except when time constraints make this impossible.”*

It line herewith, it is prudent to publish the entire year’s schedule of meetings in order to facilitate effective planning and to foster community participation.

### 6.2 Discussion

The general pattern used for setting up the monthly cycle of meeting dates is as follows: the Mayoral Committee meeting is on the second Wednesday of the month, and Council meets on the fourth Wednesday of the month. Section 79 and 80 committee meetings are also scheduled as per a fixed monthly routine.

However, since Section 80 committees are established to assist the Executive Mayor in the daily performance and exercise of statutory and delegated functions and powers, these Section 80 committees will only meet after a referral has been made by the Executive Mayor to the relevant member of the Mayoral Committee. Notwithstanding, for the sake of good governance and proper order, meeting dates are provisionally scheduled each month for all of the Section 80 committees although these may not necessarily convene on those dates.

The proposed schedule of meetings, attached as **APPENDIX 1**, indicates the meeting dates and times of Council, the Mayoral Committee, Section 80 (Standing) Committees, and other Statutory Committees of Council. The bi-annual periods that Council will be in recess are also indicated on the schedule.

Notwithstanding the scheduled Council meetings, the Speaker may exercise the prerogative, as provided for in the Standing Rules And Orders, to call urgent- or special Council meetings as and when required.

### 6.3 Financial Implications

There are no financial implications should the recommendations as set out in this report be accepted.

### 6.4 Legal Implications

The recommendations in this report comply with Council’s policies and all applicable legislation, notably the Local Government: Municipal Systems Act; and the Stellenbosch Municipality Rules And Orders By-Law.

This item does not require public participation.

### 6.5 Staff Implications

This item has no staff implications for the municipality.

**6.6 Previous / Relevant Council Resolutions**

The Stellenbosch Council customarily approves the ensuing year's meeting schedule by November of each year.

**6.7 Risk Implications**

This item has no risk implications for the municipality.

**6.8 Comments from Senior Management****6.8.1 Municipal Manager**

The item and recommendations are supported.

**ANNEXURE:**

Appendix 1: Schedule of Council & Committee Meetings for 2020

<b>NAME</b>	<i>Annalene De Beer</i>
<b>POSITION</b>	<i>Director: Corporate Services</i>
<b>DIRECTORATE</b>	<i>Corporate Services</i>
<b>CONTACT NUMBERS</b>	<i>021-808 8018</i>
<b>E-MAIL ADDRESS</b>	<i>Annalene.DeBeer@stellenbosch.gov.za</i>
<b>REPORT DATE</b>	<i>01 November 2019</i>

# APPENDIX 1



**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK  
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**SCHEDULE OF COUNCIL & COMMITTEE MEETINGS FOR 2020:**

Approved by Council on

DATE	DAY	MEETING	TIME
<b>COUNCIL IN RECESS: 07 DECEMBER 2019 – 12 JANUARY 2020</b>			
<b>JANUARY</b>			
15 January	Wednesday	Mayoral Committee	10:00
21 January	Tuesday	Whips' meeting	10:00
29 January	Wednesday	<b>COUNCIL</b> <i>Adjustments Budget; Section 52 Budget Report; Section 72 Mid-Year Report – Section 71 and 72 reporting; – Annual Report</i>	10:00
27 January	Monday	Local Labour Forum (LLF)	14:00
<b>FEBRUARY</b>			
04 February	Tuesday	Planning & Economic Development	14:00
05 February	Wednesday	Human Settlements	10:00
05 February	Wednesday	Rural Management and Tourism	12:00
05 February	Wednesday	Community and Protection Services	14:00
06 February	Thursday	Youth, Sports & Culture	10:00
06 February	Thursday	Infrastructure Services	14:00
10 February	Monday	Parks, Open Spaces and Environment	10:00
10 February	Monday	Corporate Services	15:00
11 February	Tuesday	Financial Services	14:00
12 February	Wednesday	Mayoral Committee	10:00
20 February	Thursday	Municipal Public Accounts Committee (MPAC)	10:00
24 February	Monday	Local Labour Forum (LLF)	14:00
25 February	Tuesday	Whips' meeting	10:00
26 February	Wednesday	<b>COUNCIL</b>	10:00

DATE	DAY	MEETING	TIME
<b>MARCH</b>			
03 March	Tuesday	Planning and Economic Development	14:00
04 March	Wednesday	Human Settlements	10:00
04 March	Wednesday	Rural Management and Tourism	12:00
04 March	Wednesday	Community and Protection Services	14:00
05 March	Thursday	Youth, Sports & Culture	10:00
05 March	Thursday	Infrastructure Services	14:00
09 March	Monday	Parks, Open Spaces and Environment	10:00
09 March	Monday	Corporate Services	15:00
10 March	Tuesday	Financial Services	14:00
<b>11 March</b>	<b>Wednesday</b>	<b>Mayoral Committee</b>	10:00
12 March	Thursday	Municipal Public Accounts Committee (MPAC)	10:00
<b>SATURDAY 21 MARCH: HUMAN RIGHTS DAY</b>			
24 March	Tuesday	Whips' meeting	10:00
<b>25 March</b>	<b>Wednesday</b>	<b>COUNCIL</b> <i>Draft Budget and IDP and SDBIP</i>	10:00
30 March	Monday	Local Labour Forum (LLF)	14:00
<b>APRIL</b>			
01 April	Wednesday	Human Settlements	10:00
01 April	Wednesday	Rural Management and Tourism	12:00
01 April	Wednesday	Community and Protection Services	14:00
02 April	Thursday	Youth, Sports & Culture	10:00
02 April	Thursday	Infrastructure Services	14:00
06 April	Monday	Parks, Open Spaces and Environment	10:00
06 April	Monday	Corporate Services	15:00
07 April	Tuesday	Planning and Economic Development	14:00
<b>FRIDAY 10 APRIL: GOOD FRIDAY // MONDAY 13 APRIL: FAMILY DAY</b>			
14 April	Tuesday	Financial Services	14:00
<b>15 April</b>	<b>Wednesday</b>	<b>Mayoral Committee</b>	10:00
23 April	Thursday	Municipal Public Accounts Committee (MPAC)	10:00
<b>MONDAY 27 APRIL: FREEDOM DAY</b>			

DATE	DAY	MEETING	TIME
28 April	Tuesday	Whips' meeting	10:00
<b>29 April</b>	<b>Wednesday</b>	<b>COUNCIL</b>	10:00
<b>MAY</b>			
<b>FRIDAY 01 MAY: WORKERS' DAY</b>			
05 May	Tuesday	Planning and Economic Development	14:00
06 May	Wednesday	Human Settlements	10:00
06 May	Wednesday	Rural Management and Tourism	12:00
06 May	Wednesday	Community and Protection Services	14:00
07 May	Thursday	Youth, Sports & Culture	10:00
07 May	Thursday	Infrastructure Services	14:00
11 May	Monday	Parks, Open Spaces and Environment	10:00
11 May	Monday	Corporate Services	15:00
12 May	Tuesday	Financial Services	15:00
<b>13 May</b>	<b>Wednesday</b>	<b>Mayoral Committee</b>	10:00
21 May	Thursday	Municipal Public Accounts Committee (MPAC)	10:00
25 May	Monday	Local Labour Forum (LLF)	14:00
26 May	Tuesday	Whips' meeting	10:00
<b>27 May</b>	<b>Wednesday</b>	<b>COUNCIL</b> <b>Approval of budget and IDP and related documents</b>	10:00
<b>JUNE</b>			
02 June	Tuesday	Planning and Economic Development	14:00
03 June	Wednesday	Human Settlements	10:00
03 June	Wednesday	Rural Management and Tourism	12:00
03 June	Wednesday	Community and Protection Services	14:00
04 June	Thursday	Youth, Sports & Culture	10:00
04 June	Thursday	Infrastructure Services	14:00
08 June	Monday	Parks, Open Spaces and Environment	10:00
08 June	Monday	Corporate Services	15:00
09 June	Tuesday	Financial Services	14:00
<b>10 June</b>	<b>Wednesday</b>	<b>Mayoral Committee</b>	10:00



DATE	DAY	MEETING	TIME
<b>COUNCIL IN RECESS: 12 JUNE – 06 JULY (TUESDAY 16 JUNE: YOUTH DAY)</b>			
<b>JULY</b>			
07 July	Tuesday	Planning and Economic Development	14:00
08 July	Wednesday	Human Settlements	10:00
08 July	Wednesday	Rural Management and Tourism	12:00
08 July	Wednesday	Community & Protection Services	14:00
09 July	Thursday	Youth, Sports & Culture	10:00
09 July	Thursday	Infrastructure Services	14:00
13 July	Monday	Parks, Open Spaces and Environment	10:00
13 July	Monday	Corporate Services	15:00
14 July	Tuesday	Financial Services	14:00
<b>15 July</b>	<b>Wednesday</b>	<b>Mayoral Committee</b>	10:00
23 July	Thursday	Municipal Public Accounts Committee (MPAC)	10:00
27 July	Monday	Local Labour Forum (LLF)	14:00
28 July	Tuesday	Whips' meeting	10:00
<b>29 July</b>	<b>Wednesday</b>	<b>COUNCIL</b> <b>Sec 52 Report for quarter ending 30 June on implementation of budget and financial state of affairs</b>	10:00
<b>AUGUST</b>			
03 August	Monday	Parks, Open Spaces and Environment	10:00
03 August	Monday	Corporate Services	15:00
04 August	Tuesday	Planning and Economic Development	14:00
05 August	Wednesday	Human Settlements	10:00
05 August	Wednesday	Rural Management and Tourism	12:00
05 August	Wednesday	Community and Protection Services	14:00
06 August	Thursday	Youth, Sports & Culture	10:00
06 August	Thursday	Infrastructure Services	14:00
<b>SUNDAY 09 AUGUST (10 August): WOMEN'S DAY</b>			
11 August	Tuesday	Financial Services	14:00
<b>12 August</b>	<b>Wednesday</b>	<b>Mayoral Committee</b>	10:00

DATE	DAY	MEETING	TIME
18 August	Tuesday	Whips' meeting	10:00
<b>19 August</b>	<b>Wednesday</b>	<b>COUNCIL</b> <b>Adjustments/Roll-over Budget and Budget/IDP time schedule (Process Plan)</b>	10:00
20 August	Thursday	Municipal Public Accounts Committee (MPAC)	10:00
31 August	Monday	Local Labour Forum (LLF)	14:00
<b>SEPTEMBER</b>			
01 September	Tuesday	Planning and Economic Development	14:00
02 September	Wednesday	Human Settlements	10:00
02 September	Wednesday	Rural Management and Tourism	12:00
02 September	Wednesday	Community and Protection Services	14:00
03 September	Thursday	Youth, Sports & Culture	10:00
03 September	Thursday	Infrastructure Services	14:00
14 September	Monday	Parks, Open Spaces and Environment	10:00
14 September	Monday	Corporate Services	15:00
15 September	Tuesday	Financial Services	10:00
<b>16 September</b>	<b>Wednesday</b>	<b>Mayoral Committee</b>	10:00
17 September	Thursday	Municipal Public Accounts Committee (MPAC)	10:00
<b>THURSDAY 24 SEPTEMBER: HERITAGE DAY</b>			
28 September	Monday	Local Labour Forum (LLF)	14:00
29 September	Tuesday	Whips' meeting	10:00
<b>30 September</b>	<b>Wednesday</b>	<b>COUNCIL</b>	10:00
<b>OCTOBER</b>			
06 October	Tuesday	Planning and Economic Development	14:00
07 October	Wednesday	Human Settlements	10:00
07 October	Wednesday	Rural Management and Tourism	12:00
07 October	Wednesday	Community and Protection Services	14:00
08 October	Thursday	Youth, Sport & Culture	10:00
08 October	Thursday	Infrastructure Services	14:00
12 October	Monday	Parks, Open Spaces and Environment	10:00
12 October	Monday	Corporate Services	15:00

DATE	DAY	MEETING	TIME
13 October	Tuesday	Financial Services	14:00
<b>14 October</b>	<b>Wednesday</b>	<b>Mayoral Committee</b>	10:00
22 October	Thursday	Municipal Public Accounts Committee (MPAC)	10:00
26 October	Monday	Local Labour Forum (LLF)	14:00
27 October	Tuesday	Whips' meeting	10:00
<b>28 October</b>	<b>Wednesday</b>	<b>COUNCIL</b> <b>Quarterly report: (Sec 52) implementation</b>	10:00
<b>NOVEMBER</b>			
03 November	Tuesday	Planning and Economic Development	14:00
04 November	Wednesday	Human Settlements	10:00
04 November	Wednesday	Rural Management and Tourism	12:00
04 November	Wednesday	Community and Protection Services	14:00
05 November	Thursday	Youth, Sports & Culture	10:00
05 November	Thursday	Infrastructure Services	14:00
09 November	Monday	Parks, Open Spaces and Environment	10:00
09 November	Monday	Corporate Services	15:00
10 November	Tuesday	Financial Services	14:00
<b>11 November</b>	<b>Wednesday</b>	<b>Mayoral Committee</b>	10:00
19 November	Thursday	Municipal Public Accounts Committee (MPAC)	10:00
24 November	Tuesday	Whips' meeting	10:00
<b>25 November</b>	<b>Wednesday</b>	<b>COUNCIL</b>	10:00
30 November	Monday	Local Labour Forum (LLF)	14:00
<b>DECEMBER</b>			
01 December	Tuesday	Planning and Economic Development	14:00
02 December	Wednesday	Human Settlements	10:00
02 December	Wednesday	Rural Management and Tourism	12:00
02 December	Wednesday	Community and Protection Services	14:00
03 December	Thursday	Youth, Sports & Culture	10:00
03 December	Thursday	Infrastructure Services	14:00
<b>COUNCIL IN RECESS: 04 DECEMBER 2020 – 10 JANUARY 2021</b>			

13.2	<b>REPLACEMENT OF MEMBERS OF THE APPEALS COMMITTEE</b>
------	--

Collaborator No:  
IDP KPA Ref No: Valley of Possibility  
Meeting Date: 27 November 2019

**1. SUBJECT: REPLACEMENT OF MEMBERS OF THE APPEALS COMMITTEE****7 PURPOSE**

To obtain approval to replace members of the Section 62 Appeals Committee.

**3. DELEGATED AUTHORITY**

Council

**4. EXECUTIVE SUMMARY**

To make provision for the replacement of members on the Section 62 Appeals Committee due to councillors' resignations.

**5. RECOMMENDATIONS**

- (a) that Council replaces Councillor WC Petersen (Ms) as a member of the Appeals Committee with Councillor N Jindela;
- (b) that Council appoints Councillor N Jindela (Speaker), as the Chairperson of the Appeals Committee;
- (c) that Councillor GN Bakubaku-Vos (Ms) be replaced with Councillor G Cele (Ms);
- (d) that Councillor MB de Wet be replaced with Councillor P Crawley (Ms);
- (e) the Cllrs Q Smit and MD Oliphant remain as members of the Appeals Committee.

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

Council established Section 79 Committees on 22 August 2018 to assist Council with its functions. Council appointed members of the committee. With changing circumstances, it has become necessary to replace some of the members on the committees.

**6.2 Discussion**

At the 19<sup>th</sup> Council Meeting: 2018-08-22: Item 12.1, Council resolved inter alia the following:

- (a) that Council replaces Councillor DD Joubert as a member of the Appeals Committee with Councillor WC Petersen (Ms);
- (b) that Council appoints Councillor WC Petersen (Ms) (Speaker), as the Chairperson of the Appeals Committee.

Council established an Appeals Committee in accordance with Section 79 of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998). The composition of the Appeals Committee must be a total of 5 members of which the DA has 3 members

and the Opposition has 2 members. The following Councillors were appointed to serve on the Appeals Committee:

DA (3) : Cllr MB de Wet  
: Cllr WC Petersen  
: Cllr Q Smit

Opposition (2) : Cllr GN Bakubaku-Vos  
: Cllr MD Oliphant

With the resignation of Councillor WC Petersen (Ms) as Speaker and her nomination as Deputy Executive Mayor, it is recommended that she be replaced with the newly elected Speaker, Councillor N Jindela. Councillor GN Bakubaku-Vos (Ms) served on the committee and resigned as Proportional Councillor and it is recommended that Councillor Gaynore Cele (Ms) replaces Councillor Bakubaku-Vos (Ms). Councillor MB de Wet also served on the committee and resigned as Ward Councillor, therefore it is recommended that Councillor Patricia Crawley (Ms) replaces Councillor de Wet.

### 6.3 Financial Implications

No additional financial impact.

The Government Gazette relating to the Determination of Upper Limits of Salaries, Allowances and Benefits of different members of Municipal Councils, determines that a chairperson of Section 79 Committee is entitled to the payment as determined in the upper limits.

Councillor N Jindela is a Full-time Councillor in his capacity as Speaker and will therefore not receive additional remuneration as Chairperson of the Appeals Committee.

### 6.4 Legal Implications

Council establishes the Section 79 Committees and appoints the members of the committees and may therefore at any time replace members on the committees when necessary.

### 6.5 Staff Implications

No staff implications.

### 6.6 Previous / Relevant Council Resolutions

Appeals Committee – item 12.1

### 6.7 Risk Implications

Council must ensure that the members appointed to serve on the Section 79 committees are updated when necessary to ensure their optimal functioning.

### 6.8 Comments from Senior Management

The item was not circulated for comment.

#### FOR FURTHER DETAILS CONTACT:

NAME	Geraldine Mettler
POSITION	Municipal Manager
DIRECTORATE	Municipal Manager
CONTACT NUMBERS	021 808 8025
E-MAIL ADDRESS	geraldine.mettler@stellenbosch.gov.za
REPORT DATE	20 November 2019

13.3	<b>AUTHORIZATION TO INCLUDE THE SIMONSIG FARMWORKER HOUSING PROJECT IN THE STELLENBOSCH MUNICIPALITY HOUSING PIPELINE</b>
------	---

Collaborator No:

IDP KPA Ref No:

Meeting Date:

27 November 2019

**1. SUBJECT: AUTHORIZATION TO INCLUDE THE SIMONSIG FARMWORKER HOUSING PROJECT IN THE STELLENBOSCH MUNICIPALITY HOUSING PIPELINE**

**2. PURPOSE**

To obtain Council's approval for the inclusion of the development of 75 opportunities for Farm workers on the Farm De Hoop in the Stellenbosch Municipality Housing Pipeline. This will enable Simonsig Wine farm to apply for Development rights and subdivision of the land for the provision of farmworker housing.

**3. DELEGATED AUTHORITY**

Council

**4. EXECUTIVE SUMMARY**

The Simonsig Agri Village proposal is in line with the Stellenbosch Municipalities view of Rural Settlements with a focus on housing for farmworkers. This proposal also embraces the need of partnerships between Government and the Private sector for the provision of housing, especially for farm workers.

**5. RECOMMENDATIONS**

- (a) That the Simonsig Agri Village be included in the Stellenbosch Municipality Housing Pipeline; and
- (b) that the prioritisation of the project be finalised when the annual review of the Stellenbosch Municipality Housing Pipeline occur in March 2020.

**6. DISCUSSION / CONTENTS**

**6.1 Background**

In 2000 Simonsig bought a piece of land close to the Koelenhof Railway station from Intercite Properties. This piece of land was consolidated into the existing farm De Hoop 31/66. See attached as **ANNEXURE A**, the diagram of the original piece of land before it was consolidated with the farm De Hoop 31/66. The intention is to subdivide the original Intercite land and an additional 1,4295 hectare of land from the farm De Hoop 31/66. This land will be in total 2.1251ha to be subdivided into 75 residential erven (**ANNEXURE B**).

**6.2 Discussion**

Simonsig Wine Estate (Pty) Ltd currently employs 110 permanent farmworkers, many of them living on the farm for generations. There are 55 labourer houses on the property and the community consists of 260 people. Simonsig Wine Estate (Pty) Ltd consist of two properties, both in die Koelenhof area, about 10 km to the NW of Stellenbosch. These properties are De Hoop Farm 31/66 and Simonsig Farm 74. The workers are currently residing on the properties but have no prospect of ownership of the houses

they currently live in. As part of our empowerment plan, the owner wants to provide the workers an opportunity to own a house.

In April 2012 Simonsig founded the SIMONSIG BEMAGTIGINGSTRUST (Simonsig Empowerment Trust), whereby employees become beneficiaries of the Trust. The trust owns 70% of Malanshoof (Pty) Ltd, which is an Empowerment Company also founded by Simonsig Wine Estate

The beneficiaries of the trust therefore benefit from the income generated from the farming activities of Malanshoof (Pty) Ltd:

- Cattle Farming
- Producing Wine with own Label
- Roll on Lawn
- New Ventures identified by Malanshoof

Skilled support has been included throughout to ensure the success of this initiative. Although 110 individuals have been given this opportunity to improve their financial and social circumstances the project will ultimately benefit 260 people when dependents are included.

**Training** - The participants of the Trust are well informed about the responsibilities and commitments that come with the ownership and management of a business. They have all committed themselves to further training to understand the principle of empowerment and the management of the business.

The participants have received intensive training and will further be training as needed in business management, financial management, human resources, technical aspects and administrative duties.

#### **Provision of water supply and sewerage**

A high level report regarding the provision of basic civil engineering services to the proposed development was conducted. See attached report as **ANNEXURE C**.

### **6.3 Financial Implications**

The project must compete with all the approved projects on the Stellenbosch Municipality Housing Pipeline in terms of the funding approval processes, as determined by Council and the Provincial Department of Human Settlements (PDoHS). This process will occur during the annual review of the Housing Pipeline and adhere to the developmental objectives of Council and PDoHS.

### **6.4 Legal Implications**

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

### **6.5 Staff Implications**

This report has no staff implications to the Municipality.

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

None

**6.7 Risk Implications**

Risks has been addressed in the item.

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

There are limited municipal services available and the required linked services will be for the account of the developer. The developer will further be responsible for a detailed investigation regarding the bulk and link services and its impact on the existing services.

**6.8.2 Director: Planning and Economic Development****Spatial Planning, Heritage and Environment**

The proposed projects falls inside the Urban Edge as indicated on page 92 of the approved MSDF.

**ANNEXURES**

**Annexure A:** Diagram of the original piece of land before it was consolidated

**Annexure B:** Subdivision of land

**Annexure C:** Provision of water supply and sewerage

**FOR FURTHER DETAILS CONTACT:**

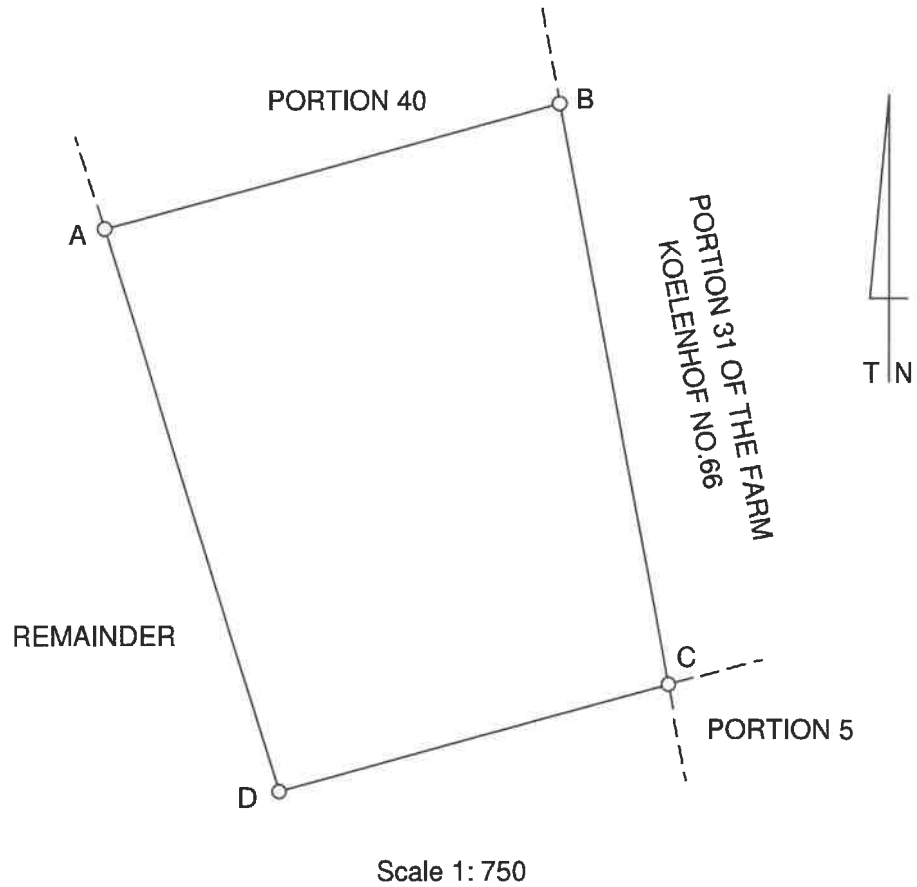
<b>NAME</b>	Lester van Stavel
<b>POSITION</b>	<b>Manager: Housing Development</b>
<b>DIRECTORATE</b>	<b>Planning and Economic Development</b>
<b>CONTACT NUMBERS</b>	<b>021 808 8462</b>
<b>E-MAIL ADDRESS</b>	<b>Lester.vanstavel@stellenbosch.gov.za</b>
<b>REPORT DATE</b>	



# **ANNEXURE A**

SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System WG.19 X		S.G. No.	
AB	48,78	254 34 30	A	0,00	+3 700 000,00	Approved  for Surveyor-General
BC	61,22	349 28 40	B	+16 748,60	+49 485,97	
CD	41,85	74 34 30	C	+16 701,58	+49 472,99	
DA	61,01	162 58 30	D	+16 690,39	+49 533,18	
				+16 730,74	+49 544,30	
	42 ELSENBURG 55 NOOITGEDACHT		▲	+15 762,92	+48 020,58	
			▲	+17 491,79	+51 736,19	

Beacon Descriptions:  
All are 12mm round iron pegs



The figure A B C D  
represents 2764 square metres of land, being

PORTION 39, a portion of portion 1, OF THE FARM KOELENHOF NO.66

Situate in the

Administrative District of Stellenbosch

Province of the Western Cape

Surveyed in

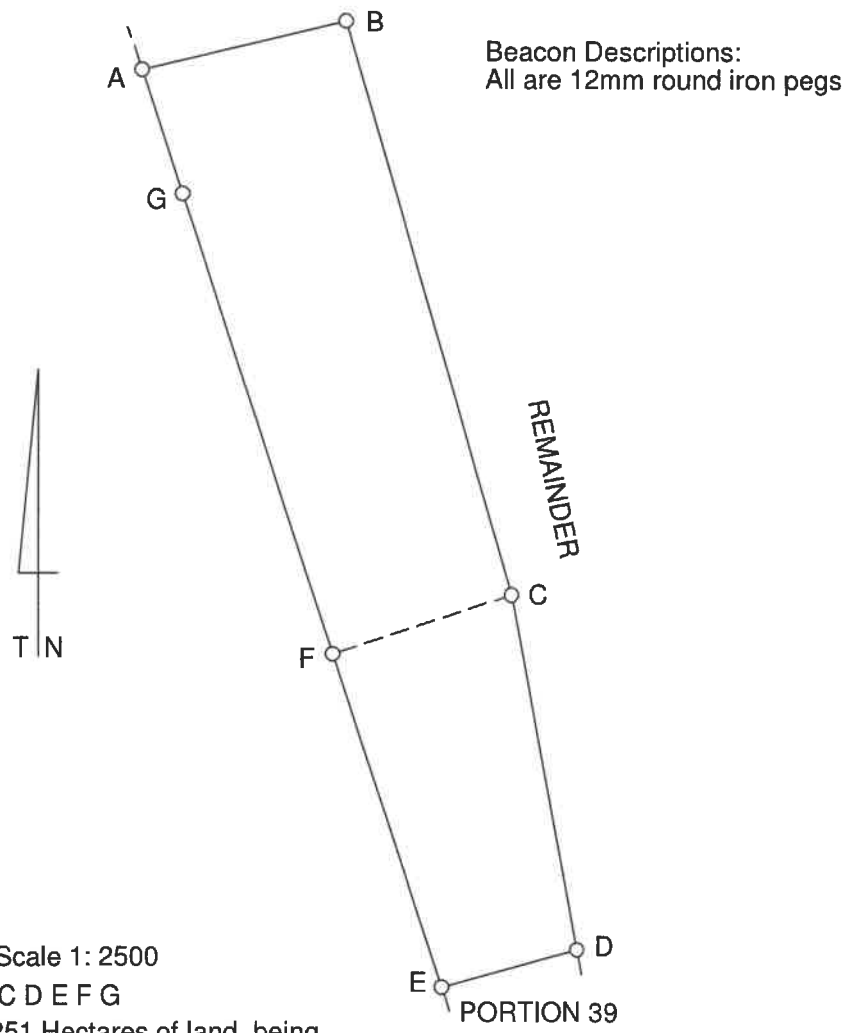
by me

R.A. Pesch (PLS0859) Professional Land Surveyor

This diagram is annexed to No. dated i.f.o.  Registrar of Deeds	The original diagram is SG. No. 1903/1905 annexed to Transfer  D/T 1905-154-11540	File No. S.R. No. Comp. BH-BBCD(3763)
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# **ANNEXURE B**

SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System WG.19 X			S.G. No.
				0,00	+3 700 000,00	Approved  for Surveyor-General
AB	72,10	256 37 40	A	+16 851,34	+49 168,63	
BC	206,36	344 00 50	B	+16 781,19	+49 151,95	
CD	124,76	349 28 40	C	+16 724,36	+49 350,33	
DE	48,78	74 34 00	D	+16 701,58	+49 472,99	
EF	121,25	162 06 30	E	+16 748,60	+49 485,97	
FG	167,26	162 03 40	F	+16 785,85	+49 370,58	
GA	45,05	161 55 40	G	+16 837,37	+49 211,45	
	42 ELSENBURG	▲		+15 762,92	+48 020,58	
	55 NOOITGEDACHT	▲		+17 491,79	+51 736,19	



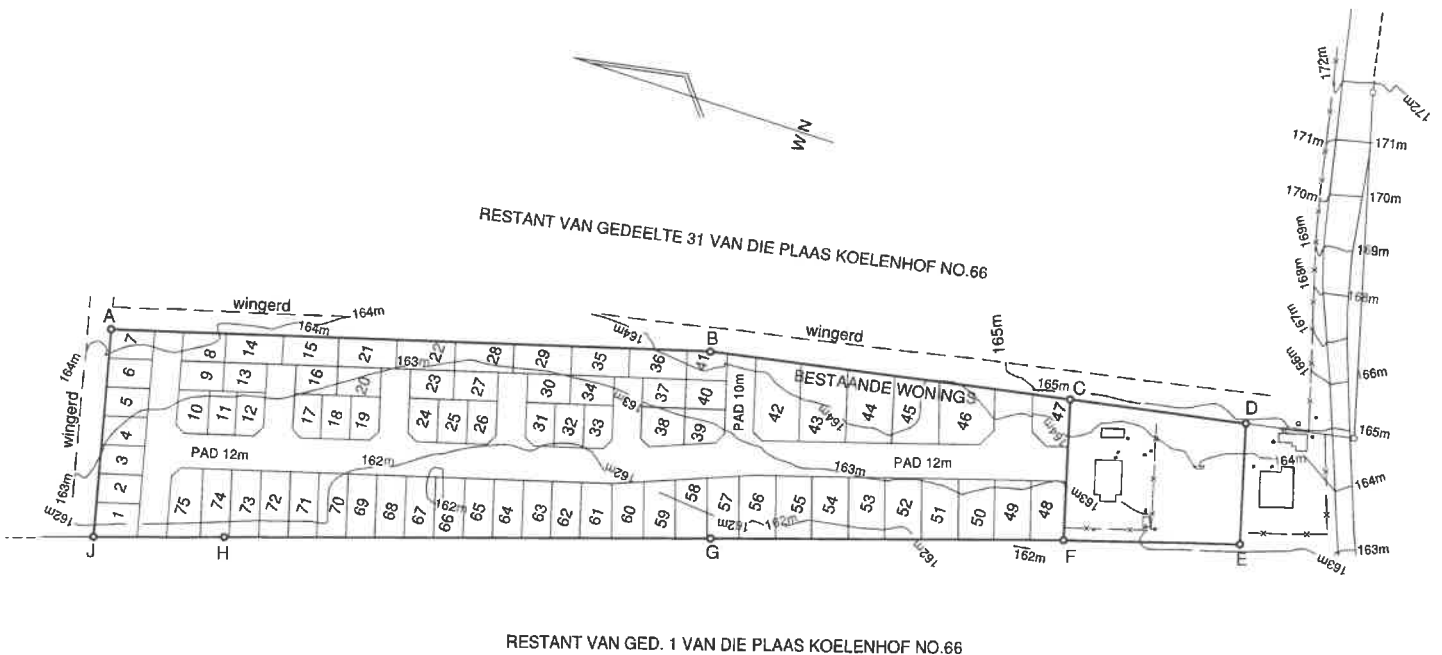
Scale 1: 2500  
 The figure A B C D E F G represents 2,1251 Hectares of land, being  
 PORTION 40, a portion of portion 31, OF THE FARM KOELENHOF NO.66  
 Situate in the Administrative District of Stellenbosch Province of the Western Cape  
 Surveyed in by me  
 R.A. Pesch (PLS0859) Professional Land Surveyor

This diagram is annexed to No. dated i.f.o.  Registrar of Deeds	The original diagram is SG. No. 1643/1989 annexed to Transfer  D/T 1990- -58426	File No. S.R. No. Comp. BH-8BCD (3763)
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VOORGESTELDE ONDERVERDELING VAN:

- 1) Figuur CDEF stel voor die onderverdeling van gedeelte 1 van plaas Koelenhof No.66
- 2) Figuur ABCFGHJ stel voor die onderverdeling van gedeelte 31 van plaas Koelenhof No.66 in 75 gedeeltes.

SKAAL 1:1250



RESTANT VAN GED. 1 VAN DIE PLAAS KOELNHOF NO.66

RaP	RENE A. PESCH
	POSBUS 319
	GORDONSBAAI
	7151
	TEL. 021-8562971
PROFESIONELE LANDMETER	



**Koelenhof**

0 0.1 0.2 0.4 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors  
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,  
USDA, USGS, AeroGRID, IGN, and the G

# **ANNEXURE C**



DATE: 10 September 2019

OUR REF: 10307/A1 Rev B

**PROPOSED LABOUR HOUSING DEVELOPMENT ON  
PORTION 31 OF FARM 66, SIMONSIG WINE ESTATE, KOELENHOF**

**REPORT ON PROVISION OF WATER SUPPLY AND SEWERAGE**

**1. INTRODUCTION**

The proposed development on Simonsig Wine Estate consists of an estimated 100 housing units for farm labourers. This report summarises the current situation with regard to the provision of the basic civil engineering services, i.e. water supply and sewerage to the proposed development.

**2. SITE LOCATION**

The site is located on Simonsig Wine Estate in the Koelenhof area approximately 8 km outside Stellenbosch. To the south the site is bordered by Kromme Rhee road and to the west by the Stellenbosch - Muldersvlei railway line. Seven housing units for farm labourers already exist on the site of the development.

**3. WATER SUPPLY**

**3.1 Demand:**

The demand for potable water for the development is estimated as follows:

$$100 \text{ labour housing units @ } 0,80 \text{ kl/unit/day} = 80 \text{ kl/day}$$

**3.2 Supply:**

Potable water to the development will be supplied by the Stellenbosch Municipality through the Koelenhof Water Supply Scheme. In summary the Koelenhof Supply Scheme consists of a bulk take-off from the Wemmershoek Bulk Supply Line, a pumping system to the



Koelenhof Area, and a reservoir system (the Sonop Reservoir zone) for the storage and supply of water at constant pressure.

The existing bulk water supply pipeline between the Municipality's take off from the City of Cape Town's Wemmershoek pipeline and the Sonop Reservoir currently does not have the capacity to accommodate the proposed development. It will be a requirement for phased upgrades according to the 2016 GLS Water Masterplan to be completed by the Municipality, or developers in the area, before occupation of the development will be allowed.

Supply to the proposed development will be from the existing 300 mm Ø municipal bulk watermain that runs along the southern boundary of the farm, and which currently has sufficient capacity to accommodate the development. The bulk watermain is indicated on the schematic "Municipal Water Infrastructure" plan in Annexure A.

#### **4. SEWERAGE**

##### **4.1 Run-off:**

Sewage run-off from the development is estimated as follows:

$$100 \text{ labour housing units @ } 0,60 \text{ kl/unit/day} = 60 \text{ kl/day}$$

##### **4.2 Drainage:**

The existing seven housing units on the site are connected to a collector sump that is currently emptied by the Stellenbosch Municipality's sewage tanker service.

The existing bulk sewer infrastructure of the Stellenbosch Municipality is found along the R304 (Koelenhof Road) in the form of the Koelenhof Main Sewer. This bulk sewer drains sewage from the Koelenhof Area towards Stellenbosch. Currently sufficient spare capacity exists in the Koelenhof Main Sewer to accommodate the sewage run-off from the development. A connection to the existing bulk sewer will require extension of the sewer in a southerly direction up to a location near the existing school. Our calculations indicate that a gravity connection from the development underneath the railway line to this drainage point will not be possible, and we propose that sewage from the development be pumped underneath the railway line to the drainage point. The "Sewerage Concept" as described is indicated on the schematic plan in Annexure B.

Through the Stellenbosch urban area, sewage from the Koelenhof area needs to be conveyed in the Plankenbrug Outfall Sewer. The outfall sewer has recently been upgraded and sufficient capacity is available to accommodate the development.

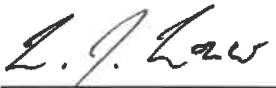
**4.3 Treatment:**

Sewage from the development needs to be treated at the Stellenbosch Municipality's Waste Water Treatment Works in Devon Valley. Sufficient spare capacity is available at the Treatment Works to accommodate this development.

**5. CONCLUSION**

From the above it is concluded that: the required basic civil engineering services, i.e. potable water and sewerage for the proposed development can only partially be accommodated by the Stellenbosch Municipality in their existing infrastructure, and implementation of certain Water Masterplan items will be required to accommodate the development.

**BART SENEKAL INC.**

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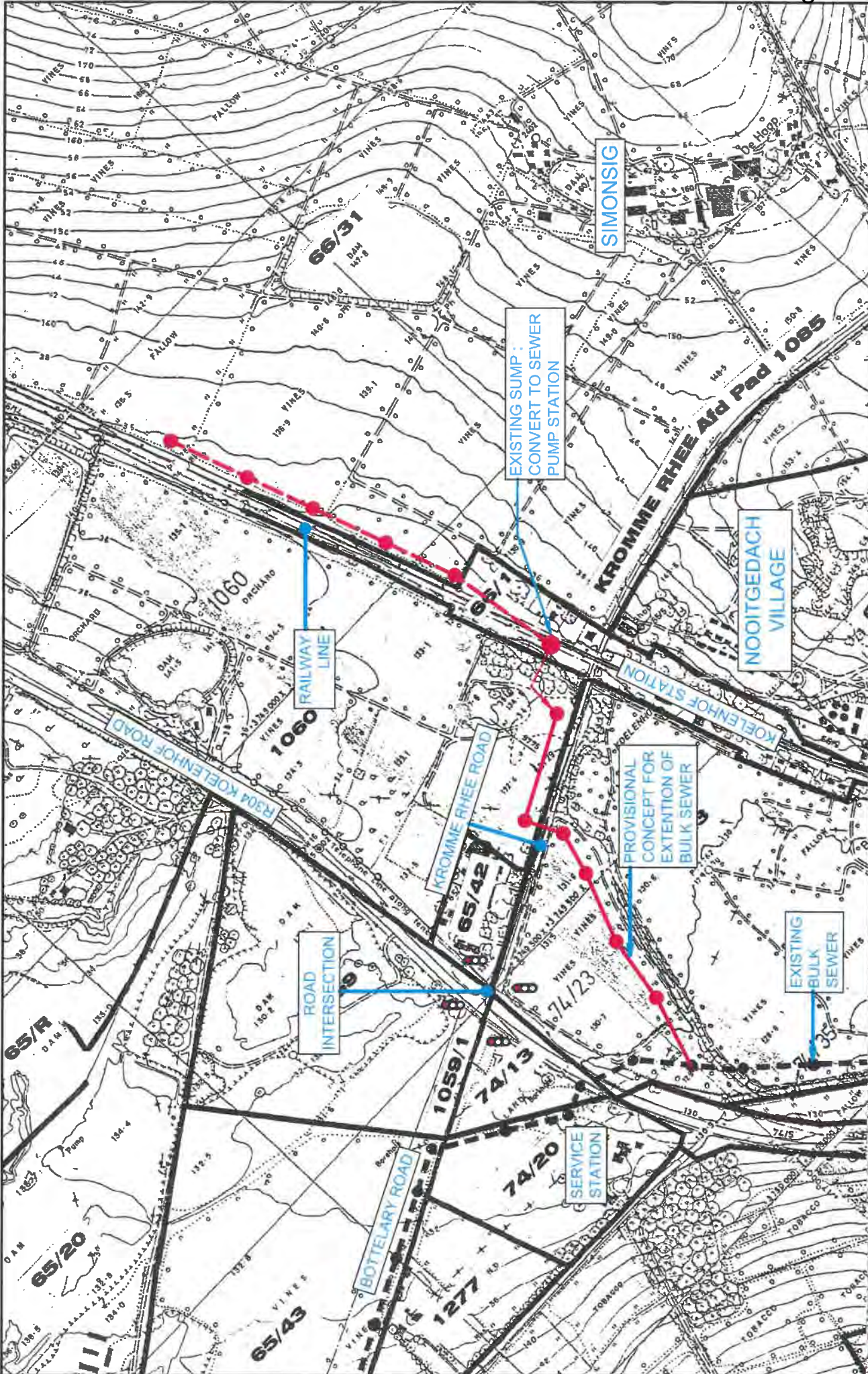
LJ Louw Pr. Eng.

**ANNEXURE A**

**MUNICIPAL WATER INFRASTRUCTURE**

**ANNEXURE B**

**SEWERAGE CONCEPT**



 <b>BART SENEKAL INC.</b> Civil & Structural Consulting Engineers P.O. Box 1198 Stellenbosch 7595 TEL: 021 653 8770	SIMONSIG - LABOUR HOUSING	
	SEWERAGE CONCEPT	
Scale <b>1 : 1000</b>	Paper Size <b>A3</b>	Drawing No. <b>10307/01</b>



<b>14.</b>	<b>CONSIDERATION OF NOTICES OF QUESTIONS AND NOTICES OF MOTIONS RECEIVED BY THE SPEAKER</b>
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<b>14.1</b>	<b>MOTION BY COUNCILLOR F ADAMS: ESTABLISHMENT OF AN AGRI-VILLAGE FOR FARM WORKERS</b>
-------------	--

A Notice of a Motion, dated 2019-11-08, was received from Councillor F Adams regarding the establishment of an agri-village for farm workers.

The said Motion is attached as **APPENDIX 1**.

**FOR CONSIDERATION**

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Geraldine Mettler (Ms)
<b>POSITION</b>	<i>Municipal Manager</i>
<b>DIRECTORATE</b>	<i>Office of the Municipal Manager</i>
<b>CONTACT NUMBERS</b>	021 808-8025
<b>E-MAIL ADDRESS</b>	<i>Municipal.Manager@stellenbosch.gov.za</i>
<b>REPORT DATE</b>	2019-11-20

# **APPENDIX 1**



MUNICIPALITY - MUNISIPALITEIT  
 STELLENBOSCH  
 08 NOV 2019  
 OFFICE OF THE SINGLE WHIP



10:01  
 Municipality - Munisipaliteit  
 Stellenbosch  
 11 NOV 2019  
 Office of the Municipal Manager  
 Kantoor van die Munisipale Bestuurder

CONTACT: oackcity2010@yahoo.com  
 P.O BOX 12445  
 DIE BOORD  
 7613

Democratic New Civic Association

“Without Prejudice”

08 November 2019

For attention : The Speaker

Stellenbosch Municipality

MUNICIPALITY - MUNISIPALITEIT  
 STELLENBOSCH  
 08 NOV 2019  
 OFFICE OF THE SPEAKER

**Re: Motion**

I hereby submit the following Motion to serve at the November 2019 Council meeting.

**Motion : The investigation of municipal land and the establishment of an agri-village for farmworkers.**

**Motivation/background**

1. It is a fact that many of the farmworkers over years failed to register on the municipal housing data basis and cause a disadvantage to them to qualify for affordable subsidized state housing.
2. This should influence this Council to come up with breaking new ground and innovative measures to bring some solutions.
3. One option is the identifying of available land belonging to the Municipality to provide a housing solution to these vulnerable communities.
4. It is also a fact that many farm owners for various reasons and some justifiable envisaged for their farm workers alternative accommodation that will ensure, stability, security and ownership.



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

5. This will also allow the farm owner to use their property to diversify and convert for example their property to tourism accommodation and also to create more job opportunities. This is definitely a Win- Win scenario.

**6. Recommendation:**

That Council hereby agrees to

1. To mandate the MM to start with an investigation to identify all possible municipal land in cooperation with the local agriculture stakeholders represent both owners and workers
2. That this unique project be focus on the farmworkers along the R44, Annandale road in a radius of 5 km.
3. That the following Municipal land also be identify, e.g. erf 369, Roulon farm ( Annandale road)farm 502 BK, 502 AE , farm 502, farm 527, etc.
4. That MM report back to Council at the March 2020 Council meeting.

Clr. Franklin Adams

Seconded by : -----

**“Aluta Continua”**

<b>14.2</b>	<b>MOTION BY COUNCILLOR F ADAMS: AMENDMENT OF THE RULES OF ORDER BY-LAW</b>
-------------	---

A Notice of a Motion, dated 2019-11-08, was received from Councillor F Adams regarding the amendment of the Rules of Order By-Law.

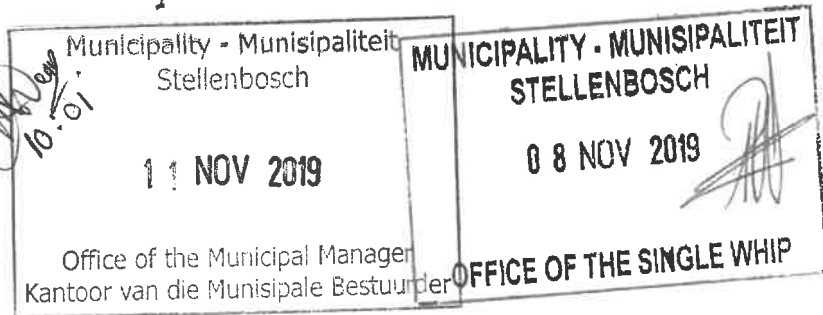
The said Motion is attached as **APPENDIX 1**.

**FOR CONSIDERATION**

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Geraldine Mettler (Ms)
<b>POSITION</b>	<i>Municipal Manager</i>
<b>DIRECTORATE</b>	<i>Office of the Municipal Manager</i>
<b>CONTACT NUMBERS</b>	021 808-8025
<b>E-MAIL ADDRESS</b>	<i>Municipal.Manager@stellenbosch.gov.za</i>
<b>REPORT DATE</b>	2019-11-20

# APPENDIX 1



**CONTACT: oackcity2010@yahoo.com**  
**P.O BOX 12445**  
**DIE BOORD**  
**7613**

Democratic New Civic Association

“Without Prejudice”

08 November 2019

For attention : The Speaker

Stellenbosch Municipality



**Re: Motion**

I hereby submit the following Motion to serve at the November 2019 Council meeting.

**Motion : The amendment of the Rules of Order by-law.**

**Motivation/background**

1. I refer Council current Rules of Order by- law as adopted by the majority DA Councilors on 24 July 2019.
2. I also refer to the objection by DCNA dated 23 April against this draconian bylaw.
3. DNCA also on 9 October 2019 send the Speaker an email informing her of the intention to submit this motion to Council to consider the amendment of the bylaw.
4. DNCA is of the opinion that many parts of this bylaw are unconstitutional and were designed by the influence of the administration to stifle debate and violates the rights of certain opposition members.



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

5. There was also a letter by the MEC, Anton Bredell advising the Speaker on the problematic aspects of the bylaw and also the request for an review.

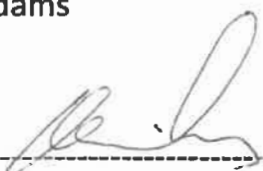
**6. Recommendation:**

That Council hereby agrees to

1. Review and or to amend the current Rules of Order Bylaw.
2. Establish a committee consists of the Speaker, Chief whip and all party whips off Council and support by an internal Senior Legal Advisor.
3. That the committee report back to Council at the February 2020 Council meeting.

A handwritten signature in black ink, appearing to read "Franklin Adams", is written over a horizontal dashed line.

Clr. Franklin Adams

Seconded by :  \_\_\_\_\_

**"Aluta Continua"**

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<b>15.</b>	<b>CONSIDERATION OF URGENT MOTIONS</b>
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<b>16.</b>	<b>URGENT MATTERS SUBMITTED BY THE MUNICIPAL MANAGER</b>
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17.	<b>REPORTS SUBMITTED BY THE SPEAKER</b>
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17.1	<b>REPORT TO COUNCIL REGARDING THE INVESTIGATION INTO ALLEGATIONS OF MISCONDUCT BY CLR F ADAMS</b>
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Collaborator No:       **Good Governance and Compliance**  
 IDP KPA Ref No:  
 Meeting Date:         **27 November 2019**

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

**2. PURPOSE**

To consider the report submitted by the Speaker against Councillor M Oliphant, which was done in terms of item 14 of Schedule 1 of the Local Government Act: Municipal Systems of 2000, known as the Code of Conduct for Councillors.

**3. DELGATED AUTHORITY**

Municipal Council.

**4. EXECUTIVE SUMMARY**

An Investigator (Adv. Ettiene Vermaak) was appointed to assist the Speaker with the investigation into facts and circumstances related to the complaints received against councillor Adams.

Advocate Vermaak provided a report with recommendations to the Speaker office, which report is now tabled for consideration. Report attached **as APPENDIX 1**.

**5. RECOMMENDATIONS**

- (a) That the item be referred to the Disciplinary Committee for Councillors to investigate and make a finding on any alleged breach of the Code of conduct;
- (b) Following the investigation make appropriate recommendations to the Council in the event of a guilty finding;

**6. DISCUSSION**

**6.1 Background**

The Office of the Speaker received five written complaints from the Municipal Manager against Cllr F Adams, namely:

- 1. A written complaint by Mr Faiz Hoosain, the Chief Audit Executive of Stellenbosch Municipality, dated 2 March 2018 addressed to the Municipal Manager of Stellenbosch Municipality, Ms G Mettler, in which he alleges that Cllr F Adams had verbally abused him by shouting, screaming and swearing at him on the same date.



2. A written complaint by the Executive Mayor, Adv. G van Deventer, dated 7 November 2018, against Cllr F Adams in respect of certain postings by him on his Facebook page about her, which complaint was addressed to the Speaker, Cllr W Petersen;
3. A written complaint by Cllr A Frazenburg, dated 11 February 2019, about posts by Cllr F Adams on his Facebook page about Cllr Frazenburg, which complaint was addressed to the Speaker;
4. A written complaint by Cllr Patricia Crawley, dated 13 May 2019, about posts by Cllr F Adams on your Facebook page about her, which complaint was addressed to the Speaker;
5. Ms Annalene de Beer, the Director: Corporate Services, had also complained to the Municipal Manager, Ms Mettler, following posts on the Facebook page of Cllr F Adams about her and Ms Mettler had referred this complaint to the Speaker via e-mail on 18 February 2019.

## **6.2 Discussion**

An investigation was done by Adv. Etienne Vermaak in respect of the five complaints/allegations of misconduct made against Cllr F Adams. His report is attached as **APPENDIX 1**.

## **6.3 Financial Implications**

As per the approved appointment through the Scm process.

## **6.4 Legal Implications**

Local Government Act: Municipal Systems, 2000 – Schedule 1: Code of Conduct for Councillors. Sections 13 and 14 read as follows:

### “13. 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.
- 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.

- 
- 14 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 committee-
    - 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 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.
- 14.3 b. A copy of the appeal must be provided to the council.
- 14.3 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.
- 14.3 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**

No internal capacity exists to investigate these types of allegations. It is also not good practise to use internal staff as it may lead to intimidation.

**6.6 Previous /Relevant Council Resolutions**

None.

**6.7 Risk Implications**

Addressed in the item.

**6.8 Comments from Senior Management**

None requested.

**ANNEXURES**

Annexure 1 –Investigation Report from Adv. Vermaak

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	<i>ALD JC Anthony</i>
<b>POSITION</b>	<i>Senior Clerk: Support Staff: Office of the Speaker</i>
<b>DIRECTORATE</b>	<i>Corporate Services</i>
<b>CONTACT NUMBERS</b>	<i>021 – 808 8042</i>
<b>EMAIL ADDRESS</b>	<i>Speaker.admin@stellenbosch.gov.za</i>
<b>REPORT DATE</b>	<i>22 November 2019</i>

# **ANNEXURE 1**

**CONFIDENTIAL**

14 OCTOBER 2019

**REPORT TO THE SPEAKER OF STELLENBOSCH  
MUNICIPALITY REGARDING AN ALLEGATION OF THE  
TRANSGRESSION OF THE CODE OF CONDUCT FOR  
COUNCILLORS BY CLR FRANKLIN ADAMS**

**REPORT COMPILED BY ADV E W VERMAAK**

## **BACKGROUND**

I was appointed by Stellenbosch Municipality in a letter dated 20 June 2019, signed by Ms Annalene de Beer as the Director: Corporate Services, at the request of the Speaker of that Municipality, Ms WC Petersen, to assist the Speaker with an investigation into alleged misconduct of four Councillors, including Clr Franklin Adams, a Councillor of Stellenbosch Municipality. This letter is attached to this report on page 24 . Although the said letter is dated 20 June 2019, it was only sent to me via e-mail on 25 July 2019 by Ms Annalene de Beer.

## **MY TERMS OF REFERENCE**

My terms of reference are to investigate the complaints by the following persons and institutions:

1. A written complaint by Mr Faiz Hoosain, the Chief Audit Executive of Stellenbosch Municipality, dated 2 March 2018 addressed to the Municipal Manager of Stellenbosch Municipality, Ms G Mettler, in which he alleges that Clr F Adams had verbally abused him by shouting, screaming and swearing at him on the same date.
2. A written complaint by the Executive Mayor, Adv G van Deventer, dated 7 November 2018, against Clr F Adams in respect of certain postings by him on his Facebook page about her, which complaint was addressed to the Speaker, Clr W Petersen;
3. A written complaint by Clr A Frazenburg, dated 11 February 2019, about posts by Clr F Adams on his Facebook page about Clr Frazenburg, which complaint was addressed to the Speaker;
4. A written complaint by Clr Patricia Crawley, dated 13 May 2019, about posts by Clr F Adams on your Facebook page about her, which complaint was addressed to the Speaker;
5. Ms Annalene de Beer, the Director: Corporate Services, had also complained to the Municipal Manager, Ms Mettler, following posts on the Facebook page of Clr F Adams about her and Ms Mettler had referred this complaint to the Speaker via e-mail on 18 February 2019.

## **INITIAL DOCUMENTATION RECEIVED**

At a meeting held on 29 July 2019 in the Office of the Speaker which was attended by the Speaker, Alderman JC Anthony and myself, the Speaker handed four files to me. Each file contained documentation particular to the allegation of the transgression of the Code of Conduct by the particular Councillor and one of these four files contained five complaints against Clr Franklin Adams.

**A. The documentation received from the Office of the Speaker pertaining to the complaint by Mr Fiaz Hoosain, the Chief Audit Executive of Stellenbosch Municipality against Clr F Adams, comprised of:**

1. An e-mail from the Municipal Manager of Stellenbosch Municipality, Ms G Mettler, to the former Speaker of Stellenbosch Municipality, Clr Donovan Joubert, dated 2 March 2018 (a copy of which was sent to the Executive Mayor, Adv G van Deventer) on page 25 of this report, in which Ms Mettler forwarded an e-mail that she had received from Mr Fiaz Hoosain, the Chief Audit Executive of Stellenbosch Municipality on the same date regarding a complaint against Clr F Adams. See pages 25 and 26 of this report;
2. An e-mail from Clr D Joubert addressed to Ms Mettler (a copy of which was sent to the Executive Mayor, Adv G van Deventer) dated 5 March 2018, in which he stated that he will deal with the matter on page 25 of this report;
3. A letter written by Clr D Joubert to Clr F Adams dated 12 March 2018, in which he advised Clr Adams of the complaint against him and in which he requested his response by 26 March 2018 on page 27 of this report;
4. A hand written letter by Clr F Adams addressed to the former Speaker, Clr D Joubert, dated 18 March 2018, requesting details of the complaint by Mr Fiaz Hoosain on pages 28 of this report;
5. A letter by Clr D Joubert, dated 12 June 2018, addressed to the Municipal Manager, Ms Mettler, requesting the appointment of an investigator on page 29 of this report;
6. A letter by Clr D Joubert, dated 17 July 2018, addressed to Ms Mettler, requesting that an investigator investigate the complaint against Clr Adams on page 30 of this report;
7. A letter by Clr W Petersen, the current Speaker of Stellenbosch Municipality, dated 4 October 2018, to Mr Fiaz Hoosain, requesting an affidavit from him regarding his complaint on page 31 of this report;
8. A letter by Clr W Petersen, the current Speaker of Stellenbosch Municipality, dated 4 October 2018, to Mr Bradley Dyers, requesting an affidavit from him regarding the complaint of Mr Hoosain on page 32 of this report;

9. A letter by Clr W Petersen, dated 12 October 2018, addressed to Clr Adams on page 33 of this report;
10. A sworn affidavit by Mr Fiaz Hoosain, dated 16 October 2018, on pages 34 to 36 of this report;
11. A statement by Mr Bradley Dyers confirming the affidavit of Mr Fiaz Hoosain on page 37 of this report;
12. A letter by Clr W Petersen to Ms Mettler, dated 14 December 2018, requesting the appointment of an investigator on page 38 of this report.

**B. The documentation received from the Office of the Speaker pertaining to the complaint by Adv G van Deventer, the Executive Mayor of Stellenbosch Municipality, against Clr F Adams comprised of:**

1. A letter from the Executive Mayor, Adv G van Deventer, addressed to the current Speaker, Clr W Petersen, dated 7 November 2018, to which she had attached a print out of the Facebook page of Clr F Adams on pages 39 to 41 of this report. In the post, he referred to her as the “visiting Mayor” and in it Clr F Adams implies that the Executive Mayor had rewarded Clr P Crawley (although Clr Crawley is not mentioned by name, her background information and her photo are parts of the particular post) for laying false charges against him by promoting her to the Mayoral Committee;
2. A letter by Clr W Petersen, the Speaker, addressed to Clr F Adams, dated 20 November 2018, in which he was informed of the above complaint of the Executive Mayor and in which he was given until 7 December 2018 to respond to the said complaint on page 42 of this report ;
3. A letter on the letterhead of the Democratic New Civic Association, dated 6 December 2018 and addressed to the Speaker, by Clr F Adams, in which he repeated statement relating to the “visiting Mayor” and in which he once again criticised the Executive Mayor for appointing Clr Crawley (this time mentioning her name) to the Mayoral Committee on pages 43 and 44 of this report;
4. A letter from the Speaker, dated 3 June 2019, addressed to the Municipal Manager, Ms Mettler, in which the Speaker requested that an external facilitator be appointed to investigate the complaint of the Executive Mayor on page 45 of this report.



**C. The documentation received from the Office of the Speaker pertaining to the complaint by Clr A Frazenburg of Stellenbosch Municipality**

1. A letter from Clr A Frazenburg addressed to the Speaker, Clr W Petersen, dated 11 February 2019, to which he had attached a post by Clr F Adams on the latter's Facebook page and in which Clr F Adams alleges that Clr A Frazenburg had been dismissed as a Mayoral Committee member before and that he was now back in Mayco and in which he further refers to the Executive Mayor as "Kesie" (instead of Gesie) on pages 45 to 48 of this report.
2. A letter from the Speaker, dated 19 February 2019, addressed to Clr F Adams, in which the latter is advised of the complaint by Clr A Frazenburg and in terms of which he was afforded an opportunity until 11 March 2019 to respond to the said complaint on page 49 of this report;
3. A document showing the tracking of the above letter from the Speaker to Clr Adams, which shows that the said letter was delivered to the e-mail address of Clr F Adams on 20 February 2019 on page 50 of this report;
4. Written confirmation from Microsoft Outlook on 20 February 2019 confirming that the letter of the Speaker, dated 19 February 2019, was delivered to Clr F Adams on page 51 of this report;
5. A letter from the Speaker, dated 3 June 2019, addressed to the Municipal Manager, Ms Mettler, requesting the appointment of an investigator regarding the said complaint on page 52 of this report.

**D. The documentation received from the Office of the Speaker pertaining to the complaint by Clr P Crawley**

1. A letter from Clr P Crawley addressed to the Speaker, Clr W Petersen, dated 13 May 2019, in terms of which Clr Crawley laid a formal complaint against Clr F Adams for continually posting "defamatory and totally incorrect information" about her on his Facebook page as well as pictures of her. A printout of the Facebook page of Clr Adams is attached to this complaint, which shows his posts on 11 May 2019. The complaint further addresses the allegation that Clr F Adams

continually defames the Executive Mayor and the DA. See pages 53 to 58 of this report.

2. A letter, dated 15 May 2019 and addressed to Clr F Adams by the Speaker, in which the complaint of Clr P Crawley is conveyed to Clr F Adams and in terms of which he was requested to respond to the complaint by 29 May 2019 on page 59 of this report.
3. A document confirming the tracking of the above letter of the Speaker to Clr Adams, which shows that the said letter was delivered to the e-mail address of Clr F Adams on 15 May 2019 page 60 of this report;
4. Written confirmation from Microsoft Outlook on 15 May 2019 confirming that the letter of the Speaker, dated 19 February 2019, was delivered to the e-mail address of Clr F Adams on 15 May 2019 on page 61 of this report;
5. A letter from the Speaker, dated 3 June 2019, addressed to the Municipal Manager, Ms Mettler, requesting the appointment of an investigator regarding the said complaint on page 62 of this report.
6. A letter from the Speaker, dated 25 July 2019, sent to Clr F Adams, confirming that he had not responded to her letter to him on page 63 of this report.

**E. The documentation received from the Office of the Speaker pertaining to the complaint by Ms Annalene de Beer, the Director: Corporate Services of Stellenbosch Municipality**

1. An e-mail from the Municipal Manager of Stellenbosch Municipality, Ms G Mettler, to the Speaker of Stellenbosch Municipality, Clr W Petersen, dated 18 February 2019, in which Ms Mettler confirms that a formal complaint has been received by her from Ms de Beer, as a result of confidential and personal information that he had posted about her (Ms de Beer) on his Facebook page. See pages 64 to 68 of this report.
2. A print out of the Facebook page of Clr F Adams on 18 February 2019 in which he refers to Ms de Beer as “Beertjie” and “ the Task Expert who received an 10 year contract without Council authority”. He further states that “the visiting Mayor” (a reference to Adv Gesie van

Deventer) is the “Bestie” (slang for best friend) of Ms de Beer and that Adv van Deventer as the Executive Mayor had “driven” this contract. He further refers to Adv Gesie van Deventer once again as “Kesie” and added that Ms de Beer cannot spell. He had posted the application letter of Ms de Beer for the position of Director: Corporate Services and excerpts of her CV. See page 65 of this report.

7. A letter by the Speaker addressed to Clr Adams, dated 19 February 2019, in which the complaint of Ms de Beer is conveyed to Clr F Adams and in terms of which he was requested to respond to the complaint by 11 March 2019 on page 69 of this report;
8. A document confirming the tracking of the above letter of the Speaker to Clr Adams, which shows that the said letter was delivered to the e-mail address of Clr F Adams on 20 February 2019 on page 70 of this report;
9. A letter from the Speaker, dated 3 June 2019, addressed to the Municipal Manager, Ms Mettler, requesting the appointment of an investigator regarding the said complaint on page 71 of this report.

### **MODUS OPERANDI OF MY INVESTIGATION**

After the perusal of the file handed to me by the Speaker containing the five complaints against Clr F Adams, I identified the complainants and I had interviewed them all. During these interviews, other possible witnesses were also identified as well as additional documentation which could assist me in my investigations in this regard. I also extended an invitation to Clr F Adams for an interview to obtain his version or explanation for the events, but he refused to be interviewed by me.

### **THE DIFFERENT COMPLAINTS**

#### **1. The complaint by Mr Fiaz Hoosain, the Chief Audit Executive of Stellenbosch Municipality:**

The complaint of Mr Hoosain is fully explained in his e-mail to Ms Mettler as the Municipal Manager dated 2 March 2018 as well as in his affidavit dated 16 October 2018. The incident when Clr F Adams had allegedly verbally abused him, happened on 2 March 2018 and his e-mail to Ms Mettler in this regard to lodge the said complaint, was sent a few hours after the incident.

INTERVIEWS CONDUCTED/ REQUESTED REGARDING THIS COMPLAINT:Clr Wilhelmina Petersen (Speaker)

Before my interview with Mr Hoosain, I had an interview with Clr Petersen as the Speaker, during which she briefed me about this complaint of Mr Hoosain and during which she confirmed that she had received the said complaint and that she had requested Clr F Adams in writing to respond to it. She told me that, although he did reply in a handwritten letter dated 26 March 2018, he did not address the merits of the complaint. Instead, he posed questions to her about the complaint in his said letter.

Mr Fiaz Hoosain

I interviewed Mr Hoosain regarding his complaint and he told me that he entered the main building of the Municipality on 2 March 2018 at about 11:15 am from the enclosed parking area behind the main building to take the lift to office. At the same time, Mr Bradley Dyers also came through the main entrance of the building and they waited for the lift (See pages 25 and 26 of this report).

Councillor F Adams then entered the building through the main entrance and joined them to wait for the lift. He told me that Clr F Adams, immediately upon his arrival, started to make comments about Mr Hoosain and he continued doing so even when two unknown members of the public exited the lift.

While just the three of them were travelling in the lift, the statements made by Clr F Adams intensified. While they were in the lift, Clr F Adams allegedly screamed and shouted at Mr Hoosain, who felt that the verbal attack by Clr Adams was directed at him as Clr Adams did not verbally abuse Mr Dyers.

Clr Adams allegedly blamed Mr Hoosain for being part of a group who did not wanting to give him a copy of the contract of the Director: Corporate Services, Ms Annalene de Beer and during this verbal attack, Clr Adams allegedly used the word "fokken" may times and he threatened Mr Hoosain that he (Mr Hoosain) will "fokken" see what is going to happen. Mr Hoosain said to me that he was not sure what Clr Adams exactly meant with the words " you will fokken see", but he interpreted it to mean that whatever will happen will be harmful to him.

Mr Hoosain informed me that there was never any friction between him and Clr Adams prior to this incident and neither did he say or do anything to provoke this

verbal attack by Clr Adams, as he merely greeted Clr Adams when he joined him and Mr Dyers to wait for the lift.

He added that Clr Adams had not yet apologised to him for this verbal abuse, which took place in the presence of a colleague, Mr Dyers, and which partially took place in the presence of two members of the public.

Mr Hoosain said to me that he was very upset after this encounter with Clr Adams and that he decided not to leave the matter there. He addressed an e-mail to the Municipal Manager, Ms Mettler, a short while after the incident, to lodge a formal complaint against Clr Adams.

He is aware of the fact that Ms Mettler had forwarded his complaint to the previous Speaker, Clr D Joubert, as Ms Mettler had copied him in the e-mail which she had sent to Clr Joubert in this regard. He is also aware that Clr Joubert had received the said complaint, as Clr Joubert had copied him in his e-mail to Ms Mettler in which he informed her that he will deal with the matter.

#### Mr Bradley Dyers

In our interview, Mr Dyers confirmed the version of Mr Hoosain of the events on 2 March 2018, as he did in his statement dated 16 October 2018. He in particular confirmed that Mr Hoosain had only greeted Clr Adams before Clr Adams started with his verbal attack on Mr Hoosain.

He also remembers that Clr Adams had used the word “fokken” many times and that he told Mr Hoosain that he will “fokken” see what is going to happen as a result of his (Mr Hoosain’s) refusal to give him a copy of the employment contract of Ms de Beer, the Director: Corporate Services.

He also stated that he could see that Mr Hoosain was upset by this incident when he exited the lift.

#### Mr Cedrick Thorpe

I interviewed Mr Cedrick Thorpe, who is the Supervisor of the security personnel in the main building, to determine if video footage exists of this incident, as there is a security camera which is placed so that it can film the lift and the waiting area in front of it. He informed me that as this incident happened about a year and a half ago, the video footage taken on 2 March 2018 is no longer available as they only keep it for about four weeks. He said that unless a request is received to make a

video clip of a particular incident, the video footage is deleted in order to use the film again.

I also requested a copy of the register at the reception in the main building, which had to be signed by visitors on 2 March 2018, in an attempt to identify and to speak to the two members of the public who exited the lift as Clr Adams had allegedly already started with his verbal attack on Mr Hoosain. I reasoned that, as the incident between Mr Hoosain and Clr Adams had taken place at about 11:15 am, the two members of the public (who were leaving the lift and presumably the main building at the time) had entered the main building in the time from 08:00 am until possibly 11:10 am.

Mr Thorpe did give me a copy of the register (see page 72 of this report) showing all the visitors who had entered the main building on 2 March 2018. I attempted to contact all the visitors who entered the building that morning and who had left the building by 11:30 am in an attempt to ascertain if they were one of the two members of the public who exited the lift while Clr Adams was allegedly busy with his verbal attack on Mr Hoosain and to determine (if they were present) if they remember the incident. I was not able to identify who these two members of the public were, as the visitors that I was able to speak with, had told me that they cannot remember such an incident.

#### Ms Geraldine Mettler (the Municipal Manager)

In my interview with her, which was scheduled to primarily discuss her complaint against Clr Hendrickse, we also touched on the complaint of Mr Hoosain and she confirmed that she did receive a complaint by Mr Hoosain on 2 March 2018, which referred to the Speaker. See pages 25 and 26 of this report.

#### Clr Franklin Adams

I have tried several times to set up an interview with Clr F Adams to hear his version or explanation of this complaint, for instance:

1. on 26 September 2019 I was busy in the Boardroom of the Speaker with interviews of witnesses in another investigation that I was requested to do by the Speaker and as a witness in that matter had left, Clr Franklin Adams entered the reception area of the Speaker's office at about 14:20 and after greeting him, I requested him in Afrikaans for an interview on a date and time which will suit him in the presence of Ms Candice Wesso, the secretary of the Chief Whip, Clr Biscombe. In Afrikaans, I said to him: "Raadslid, ek wil graag met jou gesels oor die klagtes teen

jou wanneer dit jou pas.” Clr Adams looked me in the eye and said to me: “ Gaan praat iewers anders” and he then turned his back on me and left the office of the Speaker.

2. I have sent an e-mail on pages 75 and 76 of this report to Clr F Adams on 2 October 2019 requesting an interview, after I had informed him of the complaints against him and after I had informed him that I was appointed by the Municipality to investigate these complaints. I did not receive any reply of any nature to my said e-mail.

3. I sent Clr F Adams another e-mail on 10 October 2019 on page 74 of this report, in which I have repeated my request for an interview with him, but I never received a reply from him of any nature in this respect either.

4. I sent Clr Adams another e-mail on 11 October 2019 on the top of page 74 of this report, in which I set a deadline for him to respond to my requests for an interview with him, the deadline being before close of business on 11 October 2019. On 11 October 2019, as can be seen on page 73 of this report, Clr F Adams responded to my last e-mail to him of this report, by acknowledging that I have sent him several e-mails asking for an interview and by stating that he does not want to talk to me.

## **2. The complaint by Adv G van Deventer, the Executive Mayor of Stellenbosch Municipality:**

The complaint of Adv van Deventer, the Executive Mayor, is evidenced by her letter, dated 7 November 2018, to the Speaker, Clr W Petersen, to which she had attached a print out of the Facebook page of Clr F Adams. See pages 39 to 41 of this report. It appears from the posts by Clr Adams that he had made comments about the Executive Mayor which she believes are derogatory and she also believes that he used unacceptable terms in this post to describe her. In her aforesaid letter to the Speaker, she states in Afrikaans that Clr F Adams had made “ blatante beledigings” in respect of her on his Facebook page.

### INTERVIEWS CONDUCTED/ REQUESTED REGARDING THIS COMPLAINT

#### Clr Wilhelmina Petersen (Speaker)

Before my interview with the Executive Mayor, Adv G van Deventer, I had an interview with Clr Petersen as the Speaker, during which she briefed me about this complaint of Adv van Deventer and during which she confirmed that she had

received the said complaint and that she had requested Clr F Adams in writing to respond to it, but he did not reply to her request.

Adv G van Deventer (Executive Mayor)

Adv van Deventer informed me in our interview that, although she had only attached one print out of the Facebook page of Clr F Adams to her complaint against him to the Speaker in her letter dated 7 November 2018, she is aware of other posts on other dates made by him on his Facebook page in which he used unacceptable terms to describe her and in which he made unacceptable statements about her.

She said that she is upset by his reference to her as “the visiting Mayor”; as “Kesie”, which she interprets to be a reference to a baby baboon, and as the “Bestie” of Ms Annelene de Beer in other posts by Clr F Adams on his Facebook page. She said that she was also upset by derogatory comments made by Clr Adams on his Facebook page about her, for instance the allegation that she had rewarded Clr Patricia Crawley for telling lies about him in a disciplinary hearing against him, by appointing Clr Crawley on the Mayoral Committee thereafter. Another example of an unacceptable post by him about her, is his allegation that she had “driven” the appointment of Ms Annelene de Beer, which she said is not true.

She informed me that Clr Adams had not yet apologised to her for his posts on his Facebook page about her. Instead, he continually posts unfavourable comments and unfounded allegations about her. Some of these posts were brought to her attention by persons such as Clr Frazenburg, who was also targeted in terms of posts by Clr Adams on his Facebook page.

Clr Franklin Adams

I have tried several times to set up an interview with Clr F Adams to hear his version or explanation of this complaint as well, but as explained on page 10 and 11 of this report, he did not respond or refused all of my requests to comment on the complaint of Adv van Deventer.

**3. The complaint by Clr A Frazenburg of Stellenbosch Municipality:**

The complaint of Clr Frazenburg is, like the complaint of Adv van Deventer, a result of posts by Clr F Adams on his Facebook page about Clr Frazenburg, which posts are totally unacceptable in the view of Clr Frazenburg as they are false.



INTERVIEWS CONDUCTED / REQUESTED REGARDING THIS COMPLAINT:Clr Wilhelmina Petersen (Speaker)

Before my interview with Clr Frazenburg, I had an interview with Clr Petersen as the Speaker, during which she briefed me about this complaint of Clr Frazenburg and during which she confirmed that she had received the said complaint and that she had requested Clr F Adams in writing to respond to it. She told me that he did not respond to her request.

Clr A Frazenburg

He informed me that when he first saw the posts by Clr Adams on his Facebook page about him, he felt that the allegations about him, were demeaning. He is of the opinion that Clr Frazenburg should have discussed any issue which he (Clr Adams) may have with him, with him in person, instead of doing posts on his Facebook page for the world to see. See pages 46 to 48 of this report.

He said that, after he had read the posts by Clr Adams on his Facebook page, he had discussed these posts with the Executive Mayor, Adv van Deventer, and her office was able to print the posts for him. He then lodged a formal complaint at the Speaker.

He said that he was upset by some of the allegations made by Clr Adams, such as the insinuation by Clr Adams in February 2018 that he (Clr Frazenburg) was dismissed as a Mayoral Committee member, which is untrue.

He told me that he was also very unhappy about the allegation by Clr F Adams that he (Clr Frazenburg) had blackmailed the Executive Mayor, Adv van Deventer, with an affidavit about an alleged affair between the Speaker and another Mayoral Committee member, as "leverage" to get back on the Mayoral Committee. He stated that this allegation was false.

He informed me that he was also very unhappy about the use of the word "Kesie" by Clr Adams in the said post, as the word "kesie" in Afrikaans is a reference to a baby baboon.

He told me that he expected Clr F Adams to apologise for his posts about him on his Facebook page, but that Clr Adams never did so.

Clr Franklin Adams

I have tried several times to set up an interview with Clr F Adams to hear his version or explanation of this complaint as well, but as explained on page 10 and 11 of this report, he did not respond or refused all of my requests to comment on the complaint of Clr A Frazenburg.

**4. The complaint by Clr Patricia Crawley of Stellenbosch Municipality:**

The complaint of Clr Crawley is, like the complaints of Adv van Deventer and Clr Frazenburg, related to posts by Clr F Adams on his Facebook page about her, in which he allegedly uses derogatory language to describe her as well as false information to make unfounded allegations or insinuations about her actions.

INTERVIEWS CONDUCTED / REQUESTED REGARDING THIS COMPLAINT:Clr Wilhelmina Petersen (Speaker)

Before my interview with Clr Crawley, I had an interview with Clr Petersen as the Speaker, during which she briefed me about this complaint of Clr Crawley and during which she confirmed that she had received the said complaint and that she had requested Clr F Adams in writing to respond to it. She told me that he did not respond to her request.

Clr Patricia Crawley

In our interview, Clr Crawley made it very clear that she is continually being targeted by Clr Adams in posts on his Facebook page, which she finds defamatory, embarrassing and a threat to her security.

She informed me that Clr Adams also uses photos of her in the some of his posts about her in his posts about her when he does not mention her by name in such posts, in order to make it clear to the readers of such posts that he is referring to her. She confirmed that she had lodged a complaint at the Speaker's office. See pages 53 to 58 of this report.

She said that his favourite term to describe her, is the "the Blue Devil". Sometimes he would add "the Blue Devil from KZN" and he would add the fact that she serves on the Mayoral Committee to make sure that there is no uncertainty to who he is referring to.

In a particular post on 7 November 2018 (see page 58 of this report), he referred to her as "the blue devil who migrated from KZN to Skelmbos". Further in this post, he

referred to her as “the dishonest blue devil who laid false charges against me.” Further, in the same post he says that her salary jumped from R20 000,00 per month to R60 000,00 per month as a Mayoral Committee member and that she is “devious, ruthless and plain evil.” Again he placed a photo of her in this very post.

She referred me to another post of Clr F Adams on his Facebook page about her, namely one on 28 June 2018 in which he described her as a “dishonest blue liar” and he actually this time stated her surname in this post. Again he placed a photo of her in this post.

She referred me to another post by Clr F Adams on his Facebook page, namely one on 16 June 2018 (see page 55 of this report), in which he called her one of the greatest witches (“een van die grootste hekse” in Afrikaans) and he stated that she had fled from Nakandla to Stellenbosch to become a Councillor. Clr Crawley said that it is well known that she and her husband had moved from Kwa-Zulu Natal to Stellenbosch. She said the fact that he again placed a photo of her in this particular post made it as clear as daylight that he was referring to her and nobody else.

Clr Crawley informed me that because of the continual posts by Clr F Adams in which she is portrayed as being dishonest, ruthless and evil (see page 58 of this report), she fears not only that her good name and reputation will be harmed in the Stellenbosch community, but she also fears for her safety, as a person who is mentally unstable may read the posts of Clr F Adams and he or she may decide to act on it.

She added that her daughter had alerted her to some of the posts by Clr F Adams and the fact that he is broadcasting his unfounded and derogatory views about her so that the whole wide world can read it, including her family and friends, is most upsetting for her.

Lastly, she confirmed that Clr F Adams had never apologised to her for his posts about her on his Facebook page.

#### Clr Franklin Adams

I have tried several times to set up an interview with Clr F Adams to hear his version or explanation of this complaint as well, but as explained on page 10 and 11 of this report, he did not respond or refused all of my requests to comment on the complaint of Clr P Crawley.

## 5. The complaint by Ms Annalene de Beer, the Director: Corporate Services:

As in the complaints of Adv van Deventer, Clr Frazenburg and Clr Crawley, the complaint of Ms de Beer also results from a post by Clr F Adams on his Facebook page about her.

### INTERVIEWS CONDUCTED / REQUESTED REGARDING THIS COMPLAINT:

#### Clr Wilhelmina Petersen (Speaker)

Before my interview with Ms de Beer, I had an interview with Clr Petersen as the Speaker, during which she briefed me about this complaint of Ms de Beer and during which she confirmed that she had received the said complaint and that she had requested Clr F Adams in writing to respond to it. She told me that he did not respond to her request.

#### Ms Annalene de Beer (Director: Corporate Services)

In my interview with her, Ms de Beer told me that she was alerted to a post on the Facebook page of Clr F Adams by the Municipal Manager, Ms Mettler, about her. Ms de Beer does not access the Facebook page of Clr F Adams herself. She confirmed that she did lodge a formal complaint against Clr F Adams because of his post on his Facebook page about her. See pages 64 to 68 of this report.

When she saw a printout of his post about her, she noticed that Clr F Adams had also placed parts of her application letter for the position of Director: Corporate Services in his post as well as parts of her CV, which contains personal information about her like her residential address, her private e-mail address and information that she had provided to the Municipality in confidence when she applied for the post. She told me that Clr F Adams had violated her constitutional right the privacy and that he had compromised her safety.

She was also very upset by the fact that he referred to her as the “infamous Beertjie” and that he alleged that she was appointed on a ten year contract “without Council authority”. She was also perturbed about his statement that “she can’t even spell properly”.

She was further most unhappy with his reference to the Executive Mayor as her “Bestie” as this could create a wrong impression as they are not friends, as well as

the fact that he had referred to Adv van Deventer as “Kesie”, which she interprets as a reference to a baby baboon.

She said to me that she considers herself to be a professional person and that as a Senior Manager, she is entitled to be treated with respect by Councillors, even when they disagree with her. She added that her dignity was tarnished by the posts of Clr F Adams.

Lastly, she confirmed that Clr F Adams had never apologised to her for his posts about her on his Facebook page.

#### Ms Geraldine Mettler (the Municipal Manager)

In my interview with her, which was scheduled to primarily discuss her complaint against Clr Hendrickse, we also touched on the complaint of Ms de Beer and she confirmed that she had alerted Ms de Beer to the post about her by Clr F Adams on his Facebook page and that she did receive a complaint by Ms de Beer thereafter, which she referred to the Speaker.

#### Clr Franklin Adams

I have tried several times to set up an interview with Clr F Adams to hear his version or explanation of this complaint as well, but as explained on page 10 and 11 of this report, he did not respond or refused all of my requests to comment on the complaint of Ms de Beer.

### EVALUATION OF EVIDENCE

#### 1. The complaint by Mr Fiaz Hoosain, the Chief Audit Executive of Stellenbosch Municipality:

There is sufficient evidence to prove the merits of this complaint on a balance of probabilities in the form of verbal evidence, in that Mr Hoosain and Mr Dyers will be able to, and are willing to testify, against Clr F Adams should Council decide to proceed with a disciplinary hearing against Clr F Adams.

There is also documentary evidence to support the version of Mr Hoosain in the form of the e-mail that he had addressed to the Municipal Manager on 2 March 2019, which was written a few hours after the incident, showing that he was still upset about the verbal abuse of Clr F Adams even a few hours after being shouted and cursed at. See page 26. Also see his sworn affidavit on pages 34 to 36.

As far as I can determine, Clr F Adams only responded once to this complaint in writing, when the Speaker requested him to do so. From his handwritten response in

his letter dated 26 March 2018 on page 28 , he “disputed the manner in which he received notice, because it is unprocedural” and he stated that he needs answers to his four questions in his letter “for me to give a proper response”.

He does not in this particular letter deny the truth of the complaint by Mr Hoosain and further, he never gave “a proper response” (to use his words) when the Speaker had provided him with a copy of the e-mail of Mr Hoosain in a letter dated 12 October 2018.

## **2. The complaint by Adv G van Deventer, the Executive Mayor of Stellenbosch Municipality:**

There is sufficient documentary evidence to prove the merits of this complaint on a balance of probabilities in the form of documentary evidence, with particular reference to the posts by Clr F Adams on his Facebook page about her.

Adv Gesie van Deventer, the Executive Mayor, is willing to provide oral evidence against Clr F Adams, should Council decide to proceed with a disciplinary hearing against Clr F Adams.

Clr F Adams did respond to this complaint by Adv van Deventer on a letterhead of the Democratic New Civic Association (see pages 43 and 44), dated 6 December 2018, in which he repeated the phrase “visiting Mayor” used in his posts on his Facebook page, which Adv van Deventer found offensive in the first place.

His defence to this complaint by Clr van Deventer was that he “never insulted the visiting Mayor.”

He further in the aforesaid letter accused her of doing “nothing about the complaint of adultery by two senior councillors”, thereby implying that she had neglected to do her duty, but Clr Adams seems to forget that such complaints against Councillors are handled by the office of the Speaker.

## **3. The complaint by Clr A Frazenburg of Stellenbosch Municipality:**

There is sufficient evidence in the form of a post on the Facebook page of Clr F Adams (see page 48), to substantiate the complaint of Clr Frazenburg on a balance of probabilities (his complaint is on pages 45 and 46).

Clr Frazenburg is also willing to testify at a disciplinary hearing against Clr F Adams, should Council decide that disciplinary action should be taken against him. The Executive Mayor, Adv van Deventer, can also be asked to testify about the fact that Clr Frazenburg was upset about the post of Clr F Adams when he showed it to her. The staff member in the office of the Executive Mayor who made a print out of the

Facebook page of Clr F Adams at the time, can also be a witness in a disciplinary hearing, should there be one.

As for the defence of Clr F Adams in respect of this complaint, he never replied (as far as I can determine) to a request of the Speaker to respond to the complaint of Clr Frazenburg.

#### **4. The complaint by Clr Patricia Crawley of Stellenbosch Municipality:**

There is sufficient documentary evidence in the form of several posts on his Facebook page by Clr Adams to support the complaint by Clr P Crawley on a balance of probabilities. Her complaint and the posts by Clr Adams are on pages 53 to 58.

In addition, Clr Crawley is willing to testify in a disciplinary hearing against Clr F Adams.

As for the defence of Clr F Adams in respect of this complaint, he never replied (as far as I can determine) to a request of the Speaker to respond to the complaint of Clr Crawley either.

#### **5. The complaint by Ms Annalene de Beer, the Director: Corporate Services:**

There is sufficient documentary evidence to prove the merits of this complaint on a balance of probabilities in the form of a post on his Facebook page about her. Her complaint is on pages 64 to 68.

In addition, Ms de Beer is willing to testify at a disciplinary hearing against Clr F Adams, should Council decide that disciplinary action should be taken against him. The Municipal Manager, who brought the post of Clr F Adams to the attention of Ms de Beer, can also be requested to testify as a witness in this regard.

As for the defence of Clr F Adams in respect of this complaint, he never replied (as far as I can determine) to a request of the Speaker to respond to the complaint of Ms de Beer either.

### **FINDINGS**

#### **1. The complaint by Mr Fiaz Hoosain, the Chief Audit Executive of Stellenbosch Municipality:**

I find that the complaint of Mr Hoosain, who he stated under oath in a sworn affidavit on 16 October 2018 after his initial complaint on 2 March 2018 in the form of an e-mail to Ms Mettler that he was verbally abused by Clr F Adams, is founded.

**2. The complaint by Adv G van Deventer, the Executive Mayor of Stellenbosch Municipality:**

I find that the complaint of Adv van Deventer about the posts by Clr F Adams on his Facebook page in respect of her, in which

- a. she is referred to as the “visiting Mayor”;
- b. she is accused of rewarding Clr Crawley for lying in his previous disciplinary hearing about his physical abuse of her by promoting her to the Mayoral Committee;
- c. she is referred to as “Kesie”, which is a reference to a baby baboon in Afrikaans;

is founded.

**3. The complaint by Clr A Frazenburg of Stellenbosch Municipality:**

I find that the complaint of Clr Frazenburg about the post of Clr F Adams on his Facebook page in respect of him, in which Clr Adams stated that he (Clr Frazenburg) was dismissed as a Mayoral Committee member and which suggests that he had done something so bad to have been dismissed, is founded. His complaint that Clr Adams suggest in his said post that Clr Frazenburg had used an affidavit of an alleged relationship between two Mayoral Committee as leverage to blackmail the Executive Mayor to reappoint him on the Mayoral Committee, is also founded and so is his complaint that Clr Adams refers to Adv Gesie van Deventer as “Kesie”.

**4. The complaint by Clr Patricia Crawley of Stellenbosch Municipality:**

I find the complaint by Clr Crawley is founded as ample evidence exists that he had made offensive comments about her and Adv Gesie van Deventer in posts on his Facebook page, such as:

- a) because of her previous complaint of physical abuse against him, he called her a “blue liar” and
- b) by calling her “the blue devil” and
- c) by calling her “one of the greatest witches” and
- d) by describing her as “devious, ruthless and plain evil” and
- e) by calling Adv Gesie van Deventer “Kesie” in his posts about her.



I find that although he did not always use her name in his posts about her, he made sure that the readers of these posts could identify her by giving enough personal information about her, like that she “migrated from KZN to Skelmbos” and by placing a photo of her in such posts.

#### **5. The complaint by Ms Annalene de Beer, the Director: Corporate Services:**

I find that the complaint by Ms de Beer is **founded** as sufficient evidence exist that Clr F Adams had made offensive comments about her in a post on his Facebook page, namely:

- a. that she only got the position of Director: Corporate Services as her “Bestie”, Adv van Deventer, drove the process of her appointment in this position;
- b. that he described her as “the infamous Beertjie” as the word infamous means “having a bad reputation or being wicked” according to the Oxford dictionary;
- c. by stating that she “can’t even spell properly”.

I also find that the complaint by Ms de Beer is founded as sufficient evidence exist that Clr F Adams had published personal and confidential information of her in a post on his Facebook page, by placing parts of her letter of appointment for the position of Director: Corporate Services as well as parts of her CV in his post on his Facebook page about her. By doing so, her constitutional right to privacy was infringed and her personal safety was compromised.

#### **RECOMMENDATIONS:**

I recommend that Clr F Adams should be charged in a disciplinary hearing in terms of the Code of Conduct for Councillors, Schedule 1 to the Local Government Act: Municipal Systems of 2000, read with Council’s policy document “Code of Conduct for Councillors –Procedures : Disciplinary Hearing/ Investigations” ,with the following charges:

#### **Charge 1**

That he had transgressed Item 2(b) of the Code of Conduct for Councillors which requires that:” 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 verbally abusing Mr F Hoosain on 2 March 2018 in the main building of Stellenbosch Municipality.

Alternatively that he had, on the same set of facts, transgressed Item 2(a) of the Code of Conduct for Councillors which requires that :” A councillor must perform the functions of office in good faith, honestly and in a transparent manner.”

**Charge 2**

That he had transgressed Item 2(b) of the Code of Conduct for Councillors which requires that :” 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 making offensive posts in respect of Adv Gesie van Deventer, the Executive Mayor, on his Facebook page such as calling her “the visiting Mayor” and “ Kesie”, as well as making derogatory / unfounded comments about her in his posts on his Facebook page, such as that she had rewarded the alleged dishonest behaviour of Clr Crawley, by promoting her to the Mayoral Committee after she had testified against him in a previous disciplinary hearing.

Alternatively that he had, on the same set of facts, transgressed Item 2(a) of the Code of Conduct for Councillors which requires that :” A councillor must perform the functions of office in good faith, honestly and in a transparent manner.”

**Charge 3**

That he had transgressed Item 2(b) of the Code of Conduct for Councillors which requires that :” 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 making offensive an post in respect of Clr A Frazenburg on his Facebook page, such as stating that Clr Frazenburg was previously dismissed as a Mayoral Committee member and that he is guilty of blackmailing the Executive Mayor with an affidavit about a relationship between two Mayoral Committee members, in order to be reappointed on the Mayoral Committee.

Alternatively that he had, on the same set of facts, transgressed Item 2(a) of the Code of Conduct for Councillors which requires that :” A councillor must perform the functions of office in good faith, honestly and in a transparent manner.”

**Charge 4**

That he had transgressed Item 2(b) of the Code of Conduct for Councillors which requires that :” 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 making offensive posts in respect of Clr P Crawley on his Facebook page, by referring to her as “the blue liar”, the “blue devil”, “one of the greatest witches” ,as well as being “devious, ruthless and plain evil”.

Alternatively that he had, on the same set of facts, transgressed Item 2(a) of the Code of Conduct for Councillors which requires that: ” A councillor must perform the functions of office in good faith, honestly and in a transparent manner.”

**Charge 5**

That he had transgressed Item 2(b) of the Code of Conduct for Councillors which requires that: " 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 making offensive posts in respect of Ms Annalene de Beer, the Director: Corporate Services, in a post on his Facebook page, by saying that she is "infamous" and that she "can't spell properly" .

Alternatively that he had, on the same set of facts, transgressed Item 2(a) of the Code of Conduct for Councillors which requires that: " A councillor must perform the functions of office in good faith, honestly and in a transparent manner."

**Charge 6**

That he had transgressed Item 2(b) of the Code of Conduct for Councillors which requires that:" 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 personal and/ or confidential in respect of Ms Annalene de Beer, the Director: Corporate Services, which infringed on her constitutional right to privacy and /or compromised her safety.

Alternatively that he had, on the same set of facts, transgressed Item 10 (1)of the Code of Conduct for Councillors, which requires that: "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", read with Item 10(2)(c) of the same Code which defines "privileged or confidential information" to include " disclosure of which would violate a person's right to privacy."



**ADV E W VERMAAK**

14 OCTOBER 2019



OFFICE OF THE SPEAKER  
OFFICE OF THE DIRECTOR, CORPORATE SERVICES  
100 WATERLOO STREET, SUITE 1000, OTTAWA, ONTARIO K1P 5K1  
TEL: (613) 993-9200 • TOLL FREE: 1-877-993-9200 • FAX: (613) 993-9201

Our Ref: A de Beer  
Office of the Director, Corporate Services

20 June 2019

Adv Etienne Vermaak  
26 Cabernet Sauvignon Street  
Oude Westhof  
Bellville

Dear Adv Vermaak

**APPOINTMENT OF AN APPROPRIATE EXPERIENCED SERVICE PROVIDER TO ASSIST THE SPEAKER WITH INVESTIGATIONS INTO ALLEGED MISCONDUCT OF COUNCILLORS**

This letter is to confirm your provisional appointment to assist the Speaker with investigations into the alleged misconduct of CouncilLors against the Code of Conduct. This appointment also includes acting as an initiator in disciplinary matters as and when required.

Upon accepting the appointment in this letter, a meeting will be scheduled to discuss the matters that requires investigation.

A final report with recommendations must be submitted to the Office of the Speaker. Specific statements need to be submitted with each invoice including the official order number (Appendix 1) for payment.

Yours faithfully

**ANNALENE DE BEER  
DIRECTOR: CORPORATE SERVICES**

3/6/4

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**Support Speaker**

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**From:** Donovan Joubert (Speaker)  
**Sent:** Monday, 05 March 2018 09:05  
**To:** Geraldine Mettler; Mayor (Gesie Van Deventer)  
**Cc:** Faiz Hoosain  
**Subject:** RE: Complaint against CLLR Adams

Dear MM

I note your e-mail and will deal with the matter.

Kind regards  
 Cllr Joubert

---

**From:** Geraldine Mettler  
**Sent:** 02 March 2018 02:03 PM  
**To:** Donovan Joubert (Speaker); Mayor (Gesie Van Deventer)  
**Cc:** Faiz Hoosain  
**Subject:** FW: Complaint against CLLR Adams  
**Importance:** High

Good day Speaker and Mayor,

Please see the email below a formal complaint from Mr Hoosain. This behaviour is completely unacceptable and unbecoming for a councillor. I condemn the abuse of any staff member in the strongest terms and request that as Speaker of Council you discipline the councillor. Awaiting your feedback.



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

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



Disclaimer and confidentiality note: The legal status of this communication is governed by the terms and conditions published at the following link:  
[http://www.stellenbosch.gov.za/main\\_pages/disclaimerpage.htm](http://www.stellenbosch.gov.za/main_pages/disclaimerpage.htm)

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**From:** Faiz Hoosain  
**Sent:** 02 March 2018 12:12 PM  
**To:** Geraldine Mettler  
**Cc:** Bradley Dyers  
**Subject:** FW: Complaint against CLLR Adams  
**Importance:** High

Dear MM

I am deeply disturbed and feel verbally violated as I write this email to you.

I was walking into the lift on the ground floor at approximate 11h15 this morning when I encountered Cllr Franklin Adams who, without any warning or consideration for two members of the public who were exiting the lift and a fellow colleague Mr Bradley Dyers who was accompanying me into the lift, verbally abused me. Cllr Adams accompanied us into the lift and he continued his verbal attack of me until we got out on the third floor.

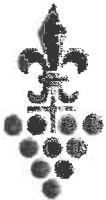
He screamed and shouted at me saying that I am part of the group who do not want to give them the Director Corporate Services employment contract or am denying them access to the contract. He cursed at me using words like "fokken" and that I will "Fokken" see. He also said that he doesn't know what Shireen was doing at the Council meeting because she is "fokken" appointed in the office of the MM.

I asked Cllr Adams where he got this information from as it was not in my power to provide him with the said documentation. He said that the Speaker said to him that I did not want to provide the documentation. He further alluded that it is because I benefitted from the task process that is why I refuse to give the information.

I would like to place on record that I am totally disgusted with the behaviour of Cllr Franklin Adams and that I am very disturbed as he questioned my professional ethics and integrity with regard to the document he refers to, which I do not have in my possession nor have the authority to provide to him.

I cc in this communication to you, Mr Bradley Dyers, who witnessed this abuse and can attest to what I am saying.

This behaviour in my opinion is totally disrespectful to not only me but all the people who witnessed this. I am extremely upset and shaken by the this verbal attack and I bring this to your attention for furtherance.



*Kind regards,*

**Faiz Hoosain**

Chief Audit Executive

**Office of the Municipal Manager**

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T: +27 21 808 8555 | C: +27 72 233 4120

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)





**OFFICE OF THE SPEAKER**

12 March 2018

**Ref No: 3/6/4**

**Franklin Adams**  
39 White Heart Street  
Jamestown  
Stellenbosch

Dear Councillor Adams

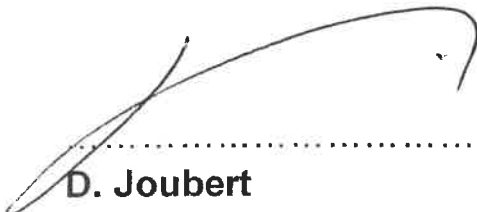
**BREACH OF CODE OF CONDUCT FOR COUNCILLORS**

It is alleged that you have breach the Code of Conduct for Councillors.  
It is alleged that you have committed the following transgressions.

1. That you had in the presents of members of the public verbally abused and threaten Mr Faiz Hoosain and employee of Stellenbosch Municipality.
2. It is alleged that you had cursed at Mr. Hoosain using the words "fokken" at him.

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 16:00 on 26 March 2018.

Yours Faithfully



.....  
**D. Joubert**  
**SPEAKER**

26 March 2018  
 F. Adams  
 DWEA

The Speaker  
 Stellenbosch Council.



RE: Ref no: 31614.

I refer to your notice dated 12 March 2018.

I dispute the manner which I received the notice, because its unprocedural.

I would like to respond as follows.

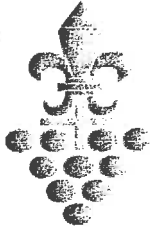
For me to be able to respond to the alleged allegations of Mr. Hossain, I request the following

- I acknowledge our interaction,
- How did I verbally abuse Mr. Hossain?
- How did I curse him?
- How did I threaten him?

I really need specifics on these allegations for me to give proper reports  
 regards  
 Franklin Adams

26.3.18





# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

29

## OFFICE OF THE SPEAKER

The Municipal Manager

Stellenbosch Municipality

Investigation

As the speaker of Stellenbosch municipality, I have received a complaint on 2 March 2018 against Cllr F. Adams with regard to verbal abuse of an official.

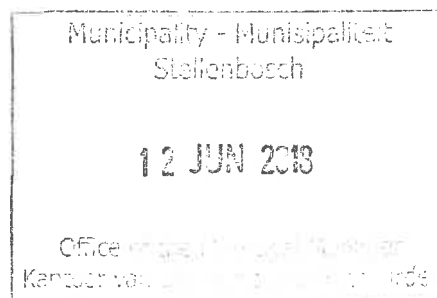
I gave Councillor Adams an opportunity to respond.

I have applied my mind and of the view that there is prima facie evidence.

As the speaker I authorised you as the Municipal Manager to do a formal investigation into the merits of the case and to appoint an investigator in terms of the supply chain management process

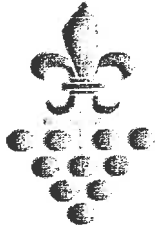
Kind regards

  
 .....  
**D. Joubert**  
**SPEAKER**  
 12 June 2018





12:27

**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

**OFFICE OF THE SPEAKER**

Munisipale Bestuurder  
Stellenbosch Munisipaliteit

Beste Munisipale Bestuurder

**RE: Volledige Onderzoek**

Ek verwys na die klag teen Rdl Adams. Ons het die raadslid 'n geleentheid gegee om te reageer op die klagtes.

Kan u asseblief 'n volledige ondersoek instel na die klag teen Rdl Adams. Kan u ook seker maak dat die ondersoek beampte die raadslid nader om die raadslid se weergawe re kry.

Groete

.....  
**DD Joubert**  
Speaker  
2018/07/17

**STELLENBOSCH**

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

31

**OFFICE OF THE SPEAKER****Ref: 2/2018**

/31614

**4 October 2018**

Dear Mr Faiz Hoosain

**RE: COMPLAINT MADE BY YOU AGAINST CLLR FRANKLIN ADAMS**

I herewith refer to the complaint made by you against Cllr Adams of the incident that took place on 2<sup>nd</sup> March 2018. Can you kindly furnish me with an affidavit that includes all the facts and circumstances of the incident to enable me to proceed with the complaint and settling of this matter.

It would be appreciated if you can provide me with the affidavit by no later than 16 October 2018 at 16h00.

Thank you in advance

Kind regards,

**SPEAKER : WC Petersen**[Wilhelmina.Petersen@stellenbosch.gov.za](mailto:Wilhelmina.Petersen@stellenbosch.gov.za)

021 808 8009

**STELLENBOSCH**

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

32

**OFFICE OF THE SPEAKER****Ref: 3/2018**

13/6/14

**4 October 2018**

Dear: Mr Bradley Dyers

**RE: COMPLAINT MADE BY MR FAIZ HOOSAIN AGAINST CLLR FRANKLIN ADAMS**

I herewith refer to the complaint made by Mr Faiz Hoosain against Cllr Adams of the incident that took place on 2<sup>nd</sup> March 2018 in your presence. Can you kindly furnish me with an affidavit that includes all the facts and circumstances of the incident you have witnessed to enable me to proceed with the complaint and settling of this matter.

It would be appreciated if you can provide me with the affidavit by no later than 16 October 2018 at 16h00.

Thank you in advance

Kind regards

**SPEAKER : WC Petersen**  
Wilhelmina.Petersen@stellenbosch.gov.za  
021 808 8009



# STELLENBOSCH

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

33

## OFFICE OF THE SPEAKER

**Ref: 4/2018**

**12 October 2018**

Dear Cllr Franklin Adams

**RE: COMPLAINT MADE AGAINST YOU BY MR FAIZ HOOSAIN**

I herewith refer to the complaint made against you by Mr Faiz Hoosain of the incident that took place on 2<sup>nd</sup> March 2018. In terms of your response letter dated 26 March 2018 I refer to your questions marked (b), (c) & (d). The answers to your questions are contained in paragraph 2 of the attached complaint letter filed against you.

Kind regards,

**SPEAKER : WC Petersen**

[Wilhelmina.Petersen@stellenbosch.gov.za](mailto:Wilhelmina.Petersen@stellenbosch.gov.za)

021 808 8009




---

**AFFIDAVIT**

---

I, the undersigned

**FAIZ HOOSAIN**

Do hereby make an oath and state that:

1. I am an adult male employed at Stellenbosch Municipality as Chief Audit Executive and I am duly authorized to depose to this affidavit, the contents of which are both true and correct and fall within my personal knowledge and belief, unless otherwise stated or the contrary appears from the context.
2. I am deeply disturbed and feel verbally violated as I write this to you.
3. On the morning of the 2<sup>nd</sup> March 2018 I was walking into the lift on the ground floor at approximate 11h15 that morning when I encountered Cllr Franklin Adams who, without any warning or consideration for two members of the public who were exiting the lift and a fellow colleague Mr. Bradley Dyers who was accompanying me into the lift, verbally abused me. Cllr Adams accompanied us into the lift and he continued his verbal attack of me until we got out on the third floor.
4. He screamed and shouted at me saying that I am part of the group who do not want to give them the Director Corporate Services employment contract or am denying them access to the contract.
5. He cursed at me using words like "fokken" and that I will "Fokken" see. He also said that he doesn't know what Shireen was doing at the Council meeting because she is "fokken" appointed in the office of the MM.

6. I asked Cllr Adams where he got this information from as it was not in my power to provide him with the said documentation. He said that the Speaker said to him that I did not want to provide the documentation.
7. He further alluded that it is because I benefitted from the task process that is why I refuse to give the information.
8. I would like to place on record that I am totally disgusted with the behavior of Cllr Franklin Adams on that day and that I am very disturbed as he questioned my professional ethics and integrity with regard to the document he refers to, which I do not have in my possession nor have the authority to provide to him.
9. My colleague Mr. Bradley Dyers, witnessed this abuse and can attest to what I am saying.
10. This behavior in my opinion is totally disrespectful to not only me but all the people who witnessed this. I was extremely upset and shaken by this verbal attack and reported this matter on the same day that it happened to the Municipal Manager for her attention and furtherance.
11. This matter was also reported by me to the Audit and Performance Audit Committee for information.
12. I confirm that the content and sequence of events as alluded to above is a true reflection of how this matter transpired and how I dealt with it.



---

**FAIZ HOOSAIN**

I certify that the Deponent has acknowledged that he knows and understands the contents of the Affidavit signed and affirmed to before me at STELLENBOSCH this 16<sup>th</sup> day of October 2018, and that the provisions of the Regulations contained in Government Notice R2477 on the 16<sup>th</sup> November 1984 have been complied with.



COMMISSIONER OF OATHS

CERTIFIED PHOTOSTATIC COPY OF THE ORIGINAL

COMMISSIONER OF OATHS (ex officio) 

FULL NAME MYRAH YVETTE FRANCIS

TITLE PROJECT MANAGER

STELLENBOSCH MUNICIPALITY  
TOWN HOUSE, PLEIN STREET, STELLENBOSCH



16 October 2018

Re: Incident that took place on the 2 March 2018 at approximately 11h00.

Mr Hoosain and I were on our way to the lift when a Cllr approached and addressed Mr Hoosain in a very unprofessional manner. As two people exited the lift the Cllr also entered and continued till we exited on the third floor.

Name: BRADLEY DYERS

Signature: 

Date: 16/10/18

  
.....  
**HAROLD. RICHARD. DAVIDS.**  
*Marriage Officer*  
*By Appointment BD 36813*

**MUNICIPALITY - MUNISIPALITEIT  
STELLENBOSCH**  
**16 OCT 2018**  
  
**OFFICE OF THE SPEAKER**



# STELLENBOSCH

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## OFFICE OF THE SPEAKER

14 December 2018

Municipal Manager Ms G Mettler  
Stellenbosch Municipality  
STELLENBOSCH  
7600

Dear Ms G Mettler

### RE: REQUEST TO APPOINT AN INVESTIGATOR

A complaint has been lodged by Mr Faiz Hoosain against Cllr F Adams. I have investigated all the facts and circumstances and am of the view that there is substance in this case.

I hereby kindly request the appointment of an investigator in terms of the SCM process to conduct an investigation on behalf of the Speaker.

Thank you in advance

Kind regards

**SPEAKER : WC Petersen**  
[Wilhelmina.Petersen@stellenbosch.gov.za](mailto:Wilhelmina.Petersen@stellenbosch.gov.za)  
021 808 8009

**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

**Kantoor van die Uitvoerende Burgemeester**  
**Office of the Executive Mayor**  
**iOfisi kaSodolophu olawulayo**

Me Wilhelmina Petersen  
Speaker: Stellenbosch Municipality  
**STELLENBOSCH**  
7600

Geagte Speaker

**RE: SOSIALE MEDIA KLAGTE TEEN RAADSLID F ADAMS**

Die aangehegte dokument dien as verwysing vir die onderstaande versoek.

Hierdie is blatante beledigings en 'n oortreding ingevolge, artikel 2(b), van die Gedragskode vir Raadslede.

Kan u asseblief teen Raadslid F Adams, optree.

Groete

Adv GMM van Deventer  
**UITVOERENDE BURGEMEESTER**

Datum: 2018-11-07

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# St.bosch: Lets Talk.

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- Stellenbosch Munic... 20+
- What's On In Frans... 20+
- Stellenbosch com... 20+
- IDAS VALLEY NEWS 5
- Koop en Verkoop S... 20+
- Guardians for the V... 20+
- Random Events Group 1
- BUYING AND SEL... 20+

### RECENT ACTIVITY



Franklin Adams

1 hr

...

Hi all. Revolutionary Greetings.

So in 2016 the current Deputy Mayor of Skelmbos, assaulted an elderly without any reason.

He was found Not Guilty by another blue devil and subsequent Advocate. In 2017 I was Accused by another blue devil who Migrated from KZN to Skelmbos.

When she was asked by if she had any Injuries- No.

She she was asked if she laid any charge's at SAPS - No.

I was then asked by the ex- Speaker , how did I assaulted her, because he was sitting in the Council Chamber. I was Also Surprised, because I Never Assaulted these blue devil from KZN.

With standing the Fact that there was No assault. Even the ex- Speaker Refuses Bluntly to Proceeded with the Matter, because of a lack of any Merits.

The Boendoe hof of the Blue Devil's Still Found me Guilty last month without a Fair Hearing.

Taking All these Fact's in Account. The visiting mayor deemed it Necessary to Reward the Dishonest blue devil who laid False Charge's against me. She is now a Mayco member.

Her salary Jumping from R 20 000 p/m to R 60 000 p/m. No to Bad for Lie's. Aaaaahh

I can Only say. You are Devious, Ruthless and Plain Evil.

But you will have to Do Much More to Destroy me. Aaaaahh

Aluta Continua.

# St.bosch: Lets Talk.

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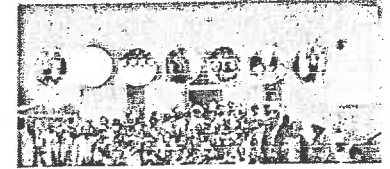
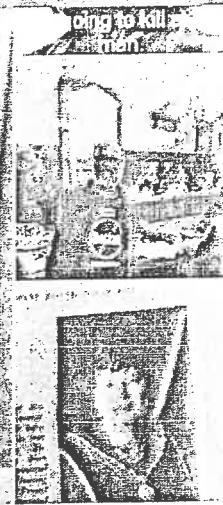
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- Koop en Verkoop S...
- Guardians for the V...
- Random Events Group
- BUYING AND SEL...
- Helping Stellenbos...



1 Like Share 4 Comments

- Sabelo Kulali R60 000?  
Like · 1h
- Franklin Adams Yep, why?  
Like · 1h
- Sabelo Kulali That's toomuch  
Like · 1h
- Franklin Adams What do you think?  
Like · 1h



**A NOTICE BY SPEAKER REQUESTING COUNCILLOR TO REPLY TO AN ALLEGED BREACH IN TERMS OF ITEM 13 OF THE CODE OF CONDUCT FOR COUNCILLORS**

**Ref: 7/2018**

**20 November 2018**

Dear Councillor F Adams

**RE: ALLEGED BREACH OF CODE OF CONDUCT FOR COUNCILLORS**

You have allegedly breached the *Code of Conduct for Councillors* in terms of item 13 in that:

- you have insulted the Executive Mayor by posting on facebook.

I refer to schedule 2(b) of the Municipal Systems Act 32/2000, stating: ***"A councilor must perform the functions of office in good faith, diligently, honestly and in a transparent manner."***

In terms of item 13 of the said Code you are hereby given the opportunity to reply in writing regarding the alleged breach by not later than 16:00 on 7 December 2018.

Kindly see attached complaint letter my office received regarding this matter.

Yours faithfully,

**SPEAKER : WC Petersen**  
[Wilhelmina.Petersen@stellenbosch.gov.za](mailto:Wilhelmina.Petersen@stellenbosch.gov.za)  
 021 808 8009



**CONTACT: [oaackcity2010@yahoo.com](mailto:oaackcity2010@yahoo.com)  
 P.O BOX 12445  
 DIE BOORD  
 7613**

**6 December 2018**

**“Without Prejudice:”**

**The Speaker :**

**Stellenbosch Municipality**

**RE: Alleged Breach of Code Of Conduct : Ref : 7/2018**

Thank you for the opportunity.

I refer to the letter I received on 29 November 2018 and wish to respond as follow.

1. I Never ever insulted the visiting mayor.
2. In terms of schedule 2(b) Unlike many of your DA Councillors, I am proud of upholding these values since 2011 as an democratic elected Councilor.
3. Some of you may have power and money, but I have something Greater that no amount of Money can buy. That is Principles, Moral Values and Ethics.
4. I would like the visiting mayor to explain to me how a migrant from KZN becomes a Councillor ten spite committed local DA members. There is the Fairness and Opportunities for other competent people as to per your own SLOGO.
5. I also refer to the visiting mayors late reshuffling of her Mayco, when she gave excuses for accommodating young people. According my knowledge Clr. Crawley is a pensioner, unless she has enormous influence, but that doesn't bother me at all.
6. I am surprise that the visiting mayor did nothing about the complaint off adultery by two senior councillors and this is public knowledge and even the MM is personally aware of this immoral relationship. Are they not bringing the Council in disrepute? Why are you protecting them?
7. I am fully aware of the visiting mayor's disrespect and abuse towards your DA councilors, but please don't expect from me to be one of her Good Sheppard's.
8. While she and her white counterparts enjoyed the fruits of the Criminal Apartheid I was in the trenches fighting their violation of human rights against humanity. This includes the right to free speech and expression and she will not intimidate me.

44



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

9. There is no substance and or merits for her complaint but it is merely her staunch as autocrat to abuse her power by even instructing you as the Speaker to deal with me.
10. I suppose you can hire again, your DA colleague , Vermaak the henchman who to deals with the opposition.

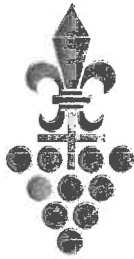
I have a duty to hold people in power and the administration accountable without fear and favour. No amount of abuse of power and the Code of Conduct will influence my mission.

Regards.

Clr. Franklin Adams

**ALUTA CONTINUA**





# STELLENBOSCH

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## OFFICE OF THE SPEAKER

3 June 2019

Municipal Manager Ms G Mettler  
 Stellenbosch Municipality  
 STELLENBOSCH  
 7600

Dear Ms G Mettler

### RE: REQUEST TO APPOINT AN INVESTIGATOR

A complaint has been lodged by the Executive Mayor G Van Deventer against Cllr F Adams (Ref 7/2018).

I have considered all the facts and circumstances and am of the view that an external facilitator be appointed to investigate this matter.

With the powers vested in me, I hereby kindly request the appointment of an investigator in terms of the SCM process to conduct an investigation.

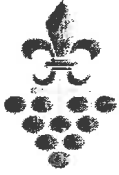
Thank you in advance

Kind regards

**SPEAKER : WC Petersen**  
[Wilhelmina.Petersen@stellenbosch.gov.za](mailto:Wilhelmina.Petersen@stellenbosch.gov.za)  
 021 808 8009

2/2019

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# STELLENBOSCH

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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

11 February 2019

**Speaker: Cllr WC Petersen**  
**Stellenbosch Municipality**  
**Stellenbosch**  
**7600**



Dear Speaker

**RE: COMPLAINT AGAINST CLLR F ADAMS: FALSE ALLEGATION POSTED ON FACEBOOK**

I hereby submit a complaint against Cllr F Adams for implicating me by posting false information on Facebook.

I herewith refer to the Facebook posting by Cllr Franklin Adams (see attached document). Firstly I have never received an affidavit from anyone regarding an infidelity. I was never dismissed due to the fact that I handled an affidavit stating that the Speaker has a relationship with another Mayco member.

Due to the fact that I never had an affidavit relating to this matter, it is untrue that I have used it to blackmail anyone for a Mayco position.

My new position as a Mayco member was an open and transparent process that was followed by our Executive Mayor. The fact that he names Stellenbosch as "Skelmbos" and our Executive Mayor as "kesie" is not acceptable for a councillor who serves on the Stellenbosch Council.

I am very unhappy about the allegations that are made on social media and hereby ask the Speaker to formally charge Cllr Adams on these allegations.

Thanking you in advance.

Kind regards



Councillor A Frazenburg

...48



Franklin Adams

4 hrs • 🧑🏿

Hi all. Revolutionary Greetings.

People it's a Fact that the current Speaker are in an Relationship with another Mayco member in Skelmbos Council.

Even the Municipal Manager acknowledge this in front of myself and CLR. Derrick Hendrikse.

It's a Fact, that her husband who she Betray and Physically Abuse Submitted an Affidavit of these Infidelity.

This was Handled all the Time by Clr. Frazenburg, who was Dismissed.

He is now back in Mayco. Could it be that he Uses this Affidavit as Leverage to Come back to Mayco? Afpersing.

It is also Public knowledge that both of them are Absolutely Unapologetic about their Affair.

This is prove that they Brought the Council in Disrepute.

Why Kesie and the DA Refuses to Take Action?

Why are they Targeting me? You decides.

Aluta Continua.





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OFFICE OF THE SPEAKER

**A NOTICE BY SPEAKER REQUESTING COUNCILLOR TO REPLY TO AN ALLEGED BREACH IN TERMS OF ITEM 13 OF THE CODE OF CONDUCT FOR COUNCILLORS**

Ref: 2 /2019

**19 February 2019**

Dear Cllr F Adams

**RE: ALLEGED BREACH OF CODE OF CONDUCT FOR COUNCILLORS**

You have allegedly breached the *Code of Conduct for Councillors* in terms of item 13 in that:

You allegedly implicated Cllr A Frazenburg by posting the following information on Facebook:

- That Cllr Frazenburg handled an affidavit regarding an infidelity submitted by the Speakers husband.
- That Cllr Frazenburg is back in a Mayco position due to the fact that he uses the affidavit as blackmail.

In terms of item 13 of the said Code you are hereby given the opportunity to reply, in writing regarding the alleged breach by not later than 16h00 on 11 March 2019.

**Sharesa Cammeleto**

---

**From:** Sharesa Cammeleto  
**Sent:** Wednesday, 20 February 2019 11:57  
**To:** 'oakcity2010@yahoo.com'; Franklin Adams  
**Cc:** Wilhelmina Petersen (Speaker)  
**Subject:** Letters  
**Attachments:** CLLR F ADAMS REF -2-2019.pdf; CLLR F ADAMS -REF 4-2019.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Delivery</b>
	'oakcity2010@yahoo.com'	
	Franklin Adams	Delivered: 2019/02/20 11:57
	Wilhelmina Petersen (Speaker)	Delivered: 2019/02/20 11:57

Good day Cllr Adams

Please see attached for your attention.

On behalf of : SPEAKER WC Petersen



*Kind regards,*

**Sharesa Arendse**

Personal Assistant

**OFFICE OF THE SPEAKER**

---

T: +27 21 808 8074

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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

**Sharesa Cammeleto**

---

**From:** Microsoft Outlook  
**To:** Franklin Adams  
**Sent:** Wednesday, 20 February 2019 11:57  
**Subject:** Delivered: Letters

Your message has been delivered to the following recipients:

Franklin Adams (Franklin.Adams@stellenbosch.gov.za) <mailto:Franklin.Adams@stellenbosch.gov.za>

Subject: Letters

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# STELLENBOSCH

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## OFFICE OF THE SPEAKER

**3 June 2019**

Municipal Manager Ms G Mettler  
Stellenbosch Municipality  
STELLENBOSCH  
7600

Dear Ms G Mettler

### RE: REQUEST TO APPOINT AN INVESTIGATOR

A complaint has been lodged by Cllr A Frazenburg against Cllr F Adams (Ref 2/2019).

I have considered all the facts and circumstances and am of the view that an external facilitator be appointed to investigate this matter.

I hereby kindly request the appointment of an investigator in terms of the SCM process to conduct an investigation.

Thank you in advance

Kind regards

**SPEAKER : WC Petersen**  
[Wilhelmina.Petersen@stellenbosch.gov.za](mailto:Wilhelmina.Petersen@stellenbosch.gov.za)  
021 808 8009



P.O.Box 12610  
Die Boord  
7613

Date: 13<sup>th</sup> May 2019

The Speaker,  
Cllr. W. Petersen.

Dear Hon. Speaker, Cllr. Petersen,

I hereby wish to lay a formal complaint of intimidation by Cllr Franklin Adams.

He continually posts defamatory and totally incorrect information on his face book page, accusing me of lying, calling me names and attaching a picture of me with an obvious intention that it will incite public abuse against me.

He also continues to defame our Mayor and the Democratic Alliance with his postings which is not at all conducive to good political tolerance in local government.

As you are aware, on 3<sup>rd</sup> March 2017 I laid a formal complaint against Cllr Franklin Adams for having physically abused me at a council meeting on 22<sup>nd</sup> February 2017. This abuse was witnessed by councillors in the chambers.

Cllr Adams refers to a letter wherein the ex-Speaker advised him that the matter was not going to be further investigated.

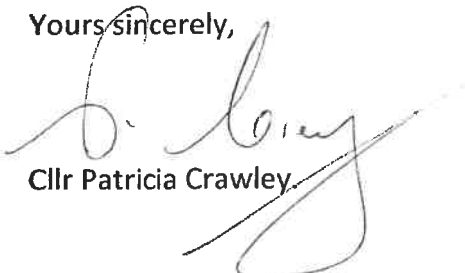
However, as you are also aware, further investigation was undertaken by the disciplinary committee and the resulting opinion and recommendation sent to the MEC.

I must express my complete dissatisfaction that this issue has continued now for well over two years and I continue to be the subject of abuse by this councillor.

I attach a copy of a recent posting on 11<sup>th</sup> May 2019.

I appeal to you to have this unacceptable situation dealt with as a matter of urgency.

Yours sincerely,



Cllr Patricia Crawley

MUNICIPALITY - MUNISIPALITEIT  
STELLENBOSCH  
13 MAY 2019  
OFFICE OF THE SPEAKER

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# Idasvallei sê jou sê!

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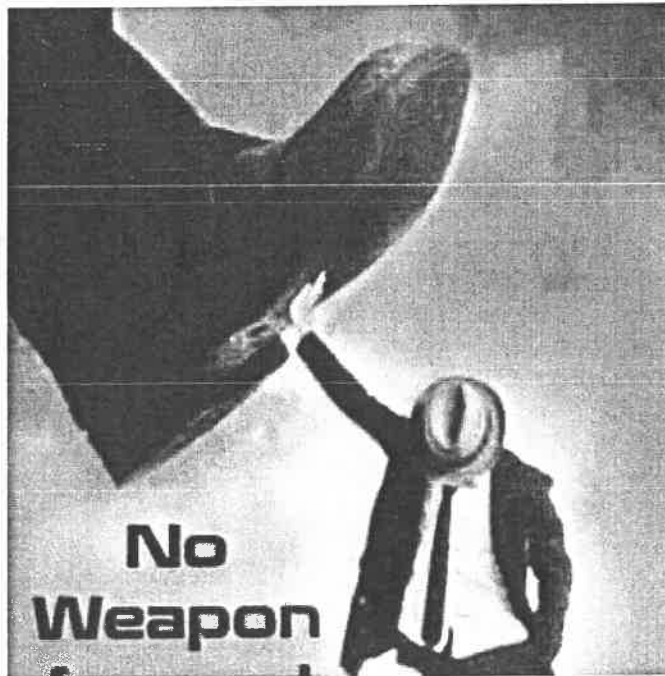
- Idasvallei sê jou sê!
- United Stellenbosc... 20+
- What's On In Frans... 20+
- Random Events Group
- Franschhoek Dorp 20+
- Stellenbosch Moms 20+



Franklin Adams

Visual storyteller · 11 May at 11:57

Hi all. Revolutionary Greetings.  
 Just want Illustrates to you how Corrupt Skelmbos Blue Devil's is.  
 Now, I was charge around 2017 for alleged Physical Abuse.  
 This is now a female blue devil.  
 Obviously Hogwash.  
 So, after my Submission to the Speaker.  
 I was informed that No Disciplinary Hearing against me. He Refused any  
 Further Investigation. There was Obviously no Merit's for the Complaint.  
 This is according his Prerogative in terms of the Regulations.  
 So, daar word hy Gefire.. Met die Nuwe Speaker, wetend van vorige Besluit,  
 Pioeter sy Voort.  
 Dit met die help van Visiting Mayor, MM, Beertjie met Onwettige kontrak en  
 Adv. Vermaak..  
 Dus nou n Moerse Conspiracy. Aaaaahh  
 Although, I am already Fired last August by Kesie and her political criminals.  
 I am Still Surviving. I am Submitting my Submission very Soon to the new  
 elected MEC.  
 Aluta Continua.



## St.bosch: Lets Talk.

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- Paarl, Western Cape



Franklin Adame

16 June 2018

Hi all. Revolutionary Greetings.

So to All the people who Wonder why the Blue devil's of Skelmbos wants to get Rid of our Speaker, Donny Vanni Kreefgat. Aaaaahh

Daar is nie Eindelik enige Justifiable Reasons nie.

Dus maar net n Blou Hekse Jag.

En een die Grootste Hekse, behalwe daai vrou Vanni plaas, is die Madame.

Sy het eindelijk van Nkandla gevlug en in Onse dorp Raadslid ko raak.

So another visitor wat haar Verkramptheid Hier kom Practice.

Sy het my mos Aangekla vir Aanranding, nogals.

Ongelukkig vir haar is Donny nie daai Onetiese Langbek Nar nie. Aaaaahh.

Dit was sy Grootste Nightmare. Hoe kan hy se die Miesies praat Bollie.

Hulle het nog steeds n Blou Advocate aangestel. So much for Desperate

Alliance. Aaaaahh

Aluta Continua.



apologies for the delayed response.

Kind Regards

On 8 May 2017 01:03, "Dorovan Joubert (Speaker)" <[redacted]> wrote:

Dear Councilor

Thank you for your letter of 27 April 2017.

Kind regards,

Mr. Ndlovu Dayi (mailto:[redacted])  
 On: 07 May 2017 09:37 AM  
 Support Speaker, Dorovan Joubert (Speaker)  
 Subject: [EX] Formal Complaint

Dear day Honorable Speaker

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

As a member of the honorable speaker this complaint is written with sincerity, as it is close to my heart.



2 Comments

Like

Comment

Share



Franklin Adams

28 Jun at 09:54 • 🌐

Hi all. Revolutionary Greetings.  
 But Some Fool are Trying to Tell you  
 Exactly these for the past 13 year's.  
 Aaaaahh



Hi all. Revolutionary Greetings.

This morning I want to once again Focus on the Corrupt and Dishonest Actions by the Skelmbos Blue devil's. Obviously, with Consent by Bredell their MEC.

This was the Second Fabricated Charge by thee young blue devil, Clr. Ndipiwe Olayi.

Look at his own words to the than Speaker who also Suffered by their Corruption.

He admitted that there was an Minor Altercation between me and him.

He also admitted that this Altercation was calmed down by the than Speaker- Absolute Blue Lie.

He also admitted that the other Dishonest, blue Liar, Crawley stood up in attempt to intervene and calm the situation. - Oops she was playing the Hero and later

Accusing me of Assault. Crazy I must say.

P.S. The Sad part is, although this So-called Incident was Close to his Heart.

Whv. it Took this Dishonest blue devil



**Franklin Adams**

7 November 2018

Hi all. Revolutionary Greetings.

So in 2016 the current Deputy Mayor of Skelmbos, assaulted an elderly without any reason.

He was found Not Guilty by another blue devil and subsequent Advocate.

In 2017 I was Accused by another blue devil who Migrated from KZN to Skelmbos.

When she was asked by if she had any Injuries- No.

She she was asked if she laid any charge's at SAPS - No.

I was then asked by the ex- Speaker , how did I assaulted her, because he was sitting in the Council Chamber. I was Also Surprised, because I Never Assaulted these blue devil from KZN.

With standing the Fact that there was No assault. Even the ex- Speaker Refuses Bluntly to Proceeded with the Matter, because of a lack of any Merits.

The Boendoe hof of the Blue Devil's Still Found me Guilty last month without a Fair Hearing.

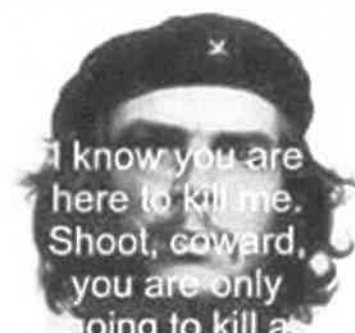
Taking All these Fact's in Account. The visiting mayor deemed it Necessary to Reward the Dishonest blue devil who laid False Charge's against me. She is now a Mayco member.

Her salary Jumping from R 20 000 p/m to R 60 000 p/m. No to Bad for Lie's. Aaaaahh

I can Only say. You are Devious, Ruthless and Plain Evil.

But you will have to Do Much More to Destroy me. Aaaaahh

Aluta Continua.





# STELLENBOSCH

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## A NOTICE BY SPEAKER REQUESTING COUNCILLOR TO REPLY TO AN ALLEGED BREACH IN TERMS OF ITEM 13 OF THE CODE OF CONDUCT FOR COUNCILLORS

Ref: 7/2019

15 May 2019

Dear Councillor F Adams

### RE: ALLEGED BREACH OF CODE OF CONDUCT FOR COUNCILLORS

You have allegedly breached the *Code of Conduct for Councilors* in terms of item 13 in that:

- You have insulted Executive Councilor Patricia Crawley by posting on Facebook page that she is lying, calling her names and attaching pictures of her with the intention that will incite public abuse against her.

I refer to schedule 2(a-b) of the Municipal Systems Act 32/2000, stating:

- ***“A councilor must perform the functions of office in good faith, diligently, honestly and in a transparent manner.” and***
- ***At all times act in the best interest of the Municipality and in such a way that the credibility and integrity of the Municipality are not compromised.***

In terms of item 13 of the said Code you are hereby given the opportunity to reply in writing regarding the alleged breach by not later than 16:00 on Wednesday 29 May 2019.

Kindly see attached complaint letter my office received regarding this matter.

Yours faithfully,

**SPEAKER : WC Petersen**

[Wilhelmina.Petersen@stellenbosch.gov.za](mailto:Wilhelmina.Petersen@stellenbosch.gov.za)

021 808 8009

**Sharesa Cammeleto**

---

**From:** Sharesa Cammeleto  
**Sent:** Wednesday, 15 May 2019 16:21  
**To:** 'oakcity2010@yahoo.com'; Franklin Adams  
**Cc:** Wilhelmina Petersen (Speaker)  
**Subject:** Cllr Adams  
**Attachments:** Sharp.Printers@ Stellenbosh.gov.za\_20190515\_214336.pdf

Tracking:	Recipient	Delivery	Read
	'oakcity2010@yahoo.com'		
	Franklin Adams	Delivered: 2019/05/15 16:21	
	Wilhelmina Petersen (Speaker)	Delivered: 2019/05/15 16:21	Read: 2019/05/16 12:52

Good day Cllr

Kindly see attached letter for your attention.



*Kind regards,*

**Sharesa Arendse**

Personal Assistant

**OFFICE OF THE SPEAKER**

---

T: +27 21 808 8074

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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61.

**Sharese Cammeleto**

---

**From:** Microsoft Outlook  
**To:** Franklin Adams  
**Sent:** Wednesday, 15 May 2019 16:21  
**Subject:** Delivered: Cllr Adams

Your message has been delivered to the following recipients:

Franklin Adams (Franklin.Adams@stellenbosch.gov.za) <mailto:Franklin.Adams@stellenbosch.gov.za>

Subject: Cllr Adams



# STELLENBOSCH

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## OFFICE OF THE SPEAKER

**3 June 2019**

Municipal Manager Ms G Mettler  
Stellenbosch Municipality  
STELLENBOSCH  
7600

Dear Ms G Mettler

### RE: REQUEST TO APPOINT AN INVESTIGATOR

A complaint has been lodged by Cllr P Crawley against Cllr F Adams (Ref 7/2019).

I have considered all the facts and circumstances and am of the view that an external facilitator be appointed to investigate this matter.

I hereby kindly request the appointment of an investigator in terms of the SCM process to conduct an investigation.

Thank you in advance

Kind regards

**SPEAKER : WC Petersen**  
Wilhelmina.Petersen@stellenbosch.gov.za  
021 808 8009



# STELLENBOSCH

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## OFFICE OF THE SPEAKER

Ref: 7/2019

**25 July 2019**

Councillor Franklin Adams

### **RE: ALLEGED BREACH OF CODE OF CONDUCT FOR COUNCILLORS**

My letter dated to you 15 May 2019 and my request to respond back in writing by 29 May 2019 has reference.

It seems that you do not adhere to my request to respond back on allegations made against you.

This leaves me with no other option to refer the matter to the Municipal Disciplinary Committee to consider the complaint.

I herewith attach my letter with the complaint send to you that you did not respond to.

Kind regards

**SPEAKER : WC Petersen**  
[Wilhelmina.Petersen@stellenbosch.gov.za](mailto:Wilhelmina.Petersen@stellenbosch.gov.za)  
021 808 8009

4/2019

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**Sharesa Cammeleto**

---

**From:** Geraldine Mettler  
**Sent:** Monday, 18 February 2019 13:44  
**To:** Wilhelmina Petersen (Speaker); Paul Biscombe (Whip)  
**Cc:** Annalene De Beer  
**Subject:** FW: FACEBOOK POST CONCERNING DIRECTOR DE BEER  
**Attachments:** Rdl Adams 190218.docx

Dear Speaker,

Formal complaint against Cllr Adams.

It's with great concern that I note that the once again confidential items and information of employees are put all over Facebook. It is against this background that I urgently request you to act as this is in direct violation of the code of conduct for councillors. At this stage confidential items as proven over time have absolutely no protection as it is constantly flashed on front pages of newspapers and social media and the like, with the sole purpose of bringing this municipality into disrepute. As accounting officer I condemn this in the strongest terms and request that as Speaker and custodian of the code of conduct, you act in this regard.



Kind regards,  
**Geraldine Mettler**  
Municipal Manager  
**Stellenbosch Municipality**  
**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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Idasvallei sê jou sê – 18 Februarie 2019



Franklin Adams † Idasvallei sê jou sê!

...

12 mins · 📱

Hi all. Revolutionary Greetings.

What's on my mind Today? Aaaaahh

What's this one. This is Now about the Infamous Beertjie. The Task Expert who Received an 10 years Contract without Council Authority.

Obviously driven by her Bestie, the visiting Mayor.

According Kesie she was the Best Candidate. Meaning there was No Match.

For Sure an Understatement.

I'll Prove why?

Look at her Application Letter.

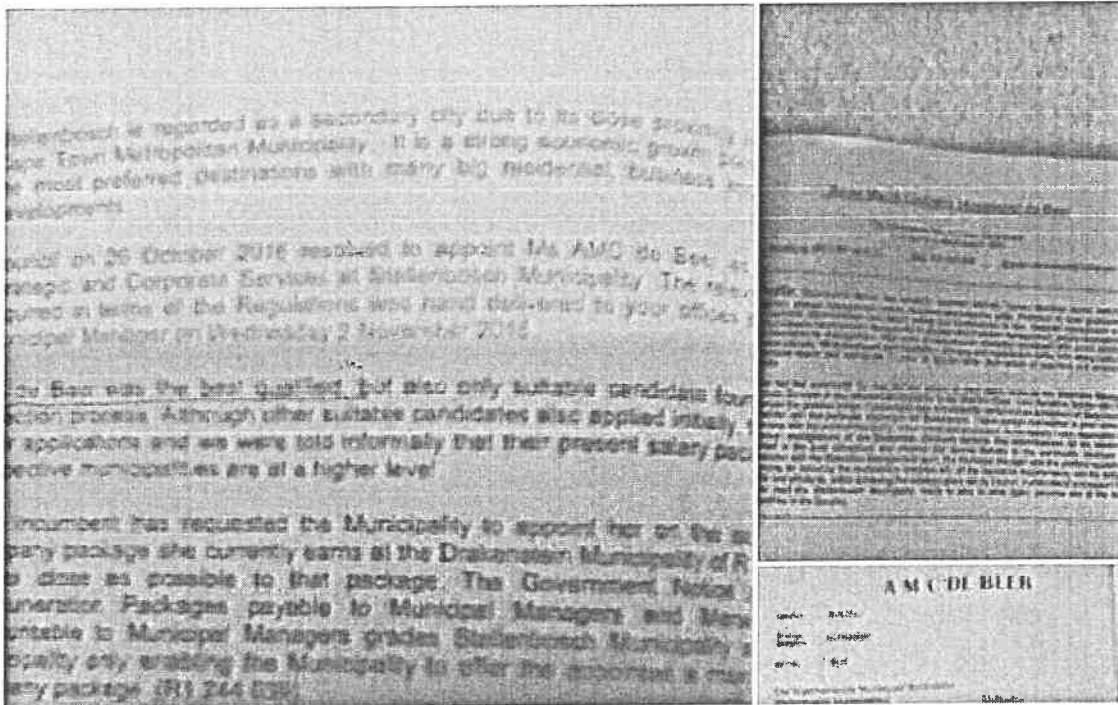
My God, she can't even Spell Properly.

Or was it a Hasty Thing. Maybe , yes. Why is there No Proper Date ?

It's Getting More Interesting.

This is Far from Over.

Aluta Continua.



Stellenbosch is regarded as a secondary city due to its close proximity to the Cape Town Metropolitan Municipality. It is a strong economic growth point and the most preferred destinations with many big residential, business and developments.

Council on 26 October 2016 resolved to appoint Ms AMO de Beer as the Strategic and Corporate Services at Stellenbosch Municipality. The resolution required in terms of the Regulations was hand delivered to your offices by the Municipal Manager on Wednesday 2 November 2016.

Ms de Beer was the best qualified, but also only suitable candidate found in the selection process. Although other suitable candidates also applied initially they withdrew their applications and we were told informally that their present salary packages in their respective municipalities are at a higher level.

The incumbent has requested the Municipality to appoint her on the same or a company package she currently earns at the Drakenstein Municipality of R1 222 000 or as close as possible to that package. The Government Notice on the Remuneration Packages payable to Municipal Managers and Managers directly accountable to Municipal Managers grades Stellenbosch Municipality as a category 1 municipality only enabling the Municipality to offer the incumbent a maximum company package (R1 244 000).

Section 12(2) requires the MEC for Local Government to recommend the appointment of a Municipal Manager to the Minister of Local Government and Traditional Affairs and the Minister serves to grant a waiver in exceptional circumstances and request your authorization in the Minister's Notice on the Upper Limits for Stellenbosch in the appointment of Ms de Beer as Director of Strategic and Corporate Services.

Section 12(2) of the Local Government Ordinance 130 of 2016 (Exceptional circumstances) requires the Minister to grant a waiver in respect of the application for waiver in terms of Section 12(2) of the Local Government Ordinance 130 of 2016. The Upper Limits of total remuneration packages payable to municipal managers directly accountable to Municipal Manager Notice GN 381 published in the Government Gazette 4118 dated 4 July 2016 [a municipality should be able to demonstrate any of the following circumstances when motivating for an application for a waiver as required by the Minister's Notice].

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Photos from Franklin Adams's post

Anna Maria Scrimilia (Annaliese) de Beer

12 Prinsloo Street, Waterlooville, Stellenbosch  
7051, Stellenbosch, South Africa

PHONE: (021) 887 8014

FAX: 071 420 4042

Email: [annaliese@stelnet.com](mailto:annaliese@stelnet.com)

**Profile:** Experienced senior level executive, excellent strategic human resource expert, financial, strategic management, budget, excellent administrative skills. Proficient in local government management, administration and team working with qualifications in law, financial management and human resource development. Experienced in strategic and business management, people development and organisational management. High level of interpersonal interaction combined with sound problem solving capacity. Good developed communication, planning and organisation skills, with strong aptitude to motivate teams and individuals to work to various goals. High levels of cognitive and emotional stability.

I have had the opportunity to, over the last seven (7) years, work as the Executive Manager Corporate Services at two different municipalities in the Western Cape. I am therefore familiar with the challenges the position brings. I understand how a municipality works and as a resident of Stellenbosch I am familiar with the particular challenges for Stellenbosch. I have always maintained a good working relationship with the political leadership, trade unions and employees. In my capacity I was responsible for my overall management of the Directorate Corporate services that encompasses all the elements mentioned in the post advertised and ensured that service delivery to the community continues in collaboration with the Executive Management team, The Municipal Manager and the portfolio councillor. I am strong on ensuring the municipality complies with all the legislative requirements, use the budget proactively and efficiently whilst achieving the strategic goals set by Council. I understand and support the strategic road the Stellenbosch Municipality needs to take to once again become one of the best municipalities in the Country.

Like

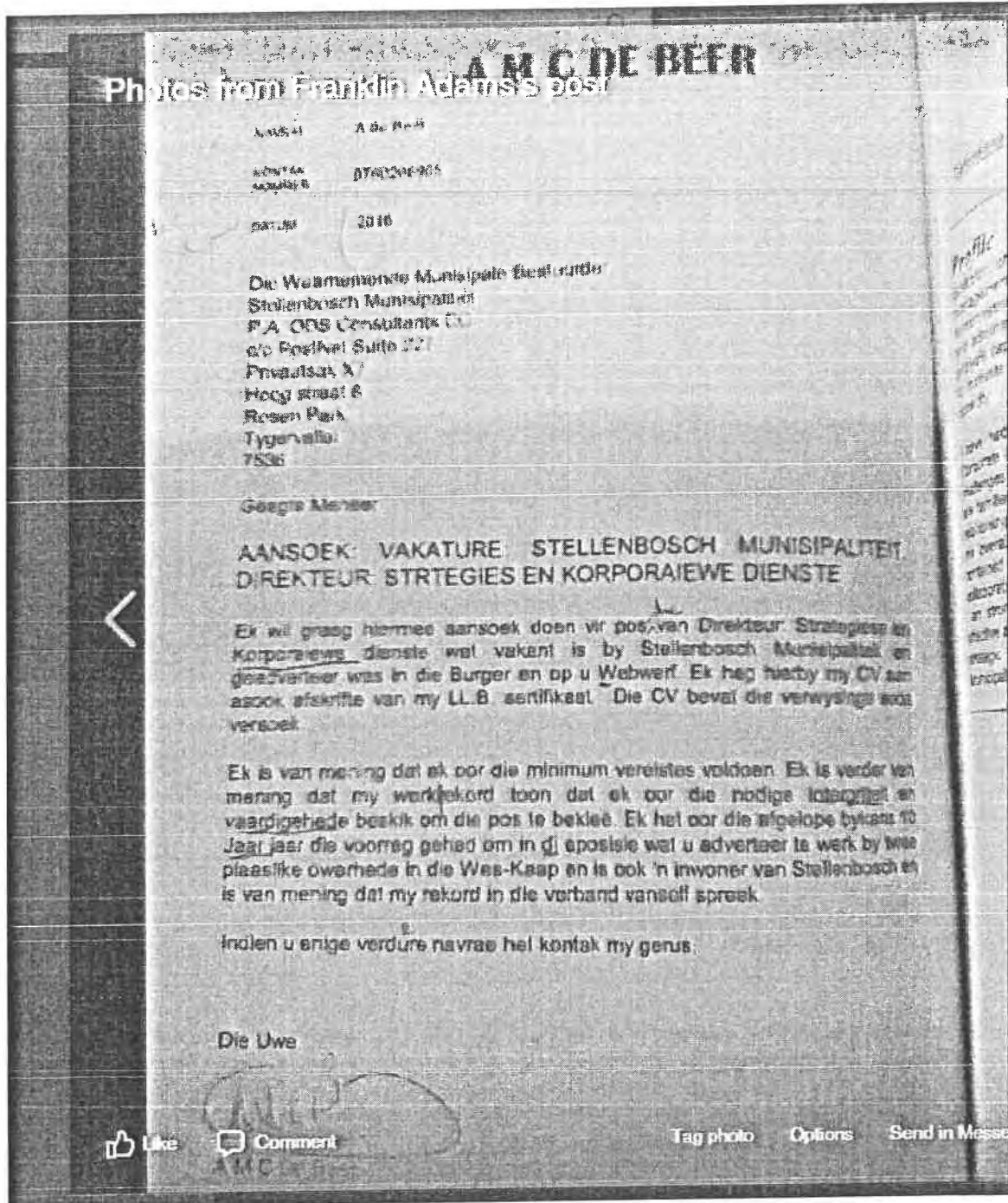
Comment

Tag photo

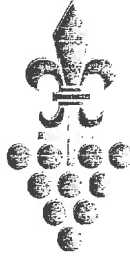
Options

Send in Messenger

68







69

**OFFICE OF THE SPEAKER**

**A NOTICE BY SPEAKER REQUESTING COUNCILLOR TO REPLY TO AN ALLEGED BREACH IN TERMS OF ITEM 13 OF THE CODE OF CONDUCT FOR COUNCILLORS**

Ref: 4 /2019

**19 February 2019**

Dear Cllr F Adams

**RE: ALLEGED BREACH OF CODE OF CONDUCT FOR COUNCILLORS**

You have allegedly breached the *Code of Conduct for Councillors* in terms of item 13 in that:

You allegedly posted confidential items and information of an employee on Facebook and by doing that you are bringing the Municipality in disrepute.

In terms of item 13 of the said Code you are hereby given the opportunity to reply, in writing regarding the alleged breach by not later than 16h00 on 11 March 2019.

Kindly see attached complaint letter my office received regarding this matter.

Thanking you in advance.

Yours faithfully

**SPEAKER : WC Petersen**  
[Wilhelmina.Petersen@stellenbosch.gov.za](mailto:Wilhelmina.Petersen@stellenbosch.gov.za)  
 021 808 8009

**Sharesa Cammeleto**

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**From:** Sharesa Cammeleto  
**Sent:** Wednesday, 20 February 2019 11:57  
**To:** 'oakcity2010@yahoo.com'; Franklin Adams  
**Cc:** Wilhelmina Petersen (Speaker)  
**Subject:** Letters  
**Attachments:** CLLR F ADAMS REF -2-2019.pdf; CLLR F ADAMS -REF 4-2019.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Delivery</b>
	'oakcity2010@yahoo.com'	
	Franklin Adams	Delivered: 2019/02/20 11:57
	Wilhelmina Petersen (Speaker)	Delivered: 2019/02/20 11:57

Good day Clir Adams

Please see attached for your attention.

On behalf of : SPEAKER WC Petersen



*Kind regards,*

**Sharesa Arendse**

Personal Assistant

**OFFICE OF THE SPEAKER**

---

T: +27 21 808 8074

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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# STELLENBOSCH

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## OFFICE OF THE SPEAKER

**3 June 2019**

Municipal Manager Ms G Mettler  
Stellenbosch Municipality  
STELLENBOSCH  
7600

Dear Ms G Mettler

### RE: REQUEST TO APPOINT AN INVESTIGATOR

A complaint has been lodged by the Office of the Municipal Manager against Cllr F Adams (Ref 4/2019).

I have considered all the facts and circumstances and am of the view that an external facilitator be appointed to investigate this matter.

With the powers vested in me, I hereby kindly request the appointment of an investigator in terms of the SCM process to conduct an investigation.

Thank you in advance

Kind regards

**SPEAKER : WC Petersen**  
[Wilhelmina.Petersen@stellenbosch.gov.za](mailto:Wilhelmina.Petersen@stellenbosch.gov.za)  
021 808 8009

# ACCESS CONTROL

Beampte / Officer: **Nompu & Berenice**  
 Datum / Date: **08 March 2018**

VERLEENDEUR: PABU - FRANKSDORP  
 MOEDERLIDDE: UMABHALA - MUNICIPALITY

BESOEKER / VISITOR	WOONADRES / RESIDENTIAL ADDRESS	KONTAK NOMMER / CONTACT NUMBER	AMPTENAAR BETROKKE / OFFICIAL CONCERNED	REDE VIR BESOEK / REASON FOR VISIT	HANDTEKENING / SIGNATURE	TYD / TIME
J. DIPPENAR		082 5821687	scm [Melissa]	MEETING		08:24 09:00
Nvd Eijkel	Cape Town	071 808 3918	MM	"		09:00 09:18
Nkafiseng	Klapmuts	063217003	Mirnela	Value of House		09:06 09:10
Henry	Jan Gienb St Bosch	0844503385	Greard	Keo fairs		09:27 09:41
M. Lampier	PARL	00-609772	Tyghs	Meeting		09:30 09:44
Andy	Filling 2, Gans circle	0649063399	Abia	DIL		09:17 09:20
R. Reyneke	7 Koloniesd Stb	0798895062	Mun Man	Stb Night Shift		10:30 10:35
A. Buur	Binninging 36.	0828967941	" "	"		10:30 11:15
M. Ximosa	Kulsriver	0780425308	Tender	Collection		10:35 10:44
A. Klaassen	22 De Clappert	0829677949	Supply	meeting		10:36 10:37
Sbu	537	0784098674	Supply	meeting		10:57 11:08
E. Mgozi	T. [unclear]	033728912	Gos	meeting		2018-03-02
N. Maluata	P. [unclear]	0730677729	Thubelisha	2904		11:24 11:49
Bhindi	Porul	0760005693	Supply	collection		11:45 12:00
L. Jules	Child Welbosch	063 312 3631	W. Pieterse	Appointment		11:56 12:17
A. Fransman	Stellenbosch	0739214817	Mr Smith	Meeting		12:04 12:50
L. September	Stellenbosch	081 2852725	Mr. Smith	Meeting		12:07 12:50
J. MOSES	Stellenbosch	0652788027	J. Willem	Meeting		12:17 12:57

STELLENBOSCH MUNICIPALITY  
 05 MAR 2018  
 05 MAR 2018

**Insake: Adv Vermaak.**

franklin adams &lt;oakcity2010@yahoo.com&gt;

Fri 2019/10/11 08:25

**To:** Wilhelmina Petersen (Speaker) <wilhelmina.petersen@stellenbosch.gov.za>  
**Cc:** Derrick Hendrickse <derrickpal@telkomsa.net>; ACDP Clr Gaynor Cele <gaynore.cele@gmail.com>; Wilfred Pietersen <wilfred.pietersen@stellenbosch.gov.za>; Paul Biscombe <paul.biscombe@stellenbosch.gov.za>; Mayor (Gesie Van Deventer) <mayor@stellenbosch.gov.za>; Geraldine Mettler <geraldine.mettler@stellenbosch.gov.za>; Annalene De Beer <annalene.debeer@stellenbosch.gov.za>; Quintin Smit <quintin.smit@stellenbosch.gov.za>; Paul Roviss Khambule <paulroviss@gmail.com>; Paul Hendler <paulhendler@insite.co.za>; Paul Rhode <paulmrhode@gmail.com>; C. Victor R. Honey <cvrh@netactive.co.za>; Danie Keet <danie.keet@media24.com>; danielbock794@gmail.com <danielbock794@gmail.com>; Martinus Saunders <izalawines@yahoo.com>; Linda Isaacs <lisaacs38@gmail.com>; Piet September <pseptlaw@gmail.com>; Wynand Coetzer <wcoetzer@adept.co.za>; Chris Spies <spies.c@gmail.com>; Tammy Carter <tcarter@sahrc.org.za>; Tansay SA Exporters (Tania Williams) <tansaysa@gmail.com>; JA Mnr Slammat <jaslamat@sun.ac.za>; Sbiproperties <sbiproperties@mweb.co.za>; Josef Adams <adams@isipani.co.za>; Joan Groenewaltd <maveric@telkomsa.net>; Gerado-OLS <gerado@oakleafshuttles.co.za>; Clr R. Nalumango - Stellenbosch <nalumangoronald@gmail.com>; B. Cederstroom <nebceder@gmail.com>; Christopher Umvikeli Nissen <cnissen@sahrc.org.za>; Oliver F. Chikodzore <chikodzoreoliverfortune87@gmail.com>; Lesten B. Olivier <leston23@yahoo.com>; joonj23@gmail.com <joonj23@gmail.com>; Faith Stubbs <stubbsfaith2@gmail.com>; Lincoln Stander <imppsa@gmail.com>; Otto Van Noie <ovannoie@gmail.com>; Nico Koopman <nkoopman@sun.ac.za>; nwillemse01@gmail.com <nwillemse01@gmail.com>; Leslie Van Rooi <lbvr@sun.ac.za>; Alan Winde <alan.winde@westerncape.gov.za>; Anton Bredell MEC <anton.bredell@westerncape.gov.za>; John Cornelius Anthony <clr\_jcanthony@yahoo.co.za>; Gottfrey Adonis <gfadonis@vodamail.co.za>; Kevin Thyssen <kevinthyssen577@gmail.com>; independent@iol.co.za <independent@iol.co.za>; AG Sazi (DBE) Ndwandwa <sazin@agsa.co.za>; Democratic Alliance <leader@da.org.za>; EFF CIC J. Malema <julius.sello@gmail.com>; Calvyn Heynes <calvynstours@yahoo.com>; Patrick Parring <patrick@parring.co.za>; Nora Thiel <nora@delheim.com>; Henry Arendse <henryarendse47@gmail.com>; WILLIAM RHODE <rhotech@telkomsa.net>; Elsabe Farao <elsabefarao@gmail.com>; Etienne Vermaak <evermaak@outlook.com>

Morning Speaker.

I refer to several emails send to me by you're DA henchmen, Vermaak.

I think I made it clear to him I don't want to talk to him.

My reason is very simple. I don't trust him and why should I entertain someone who contributed to the destruction of my livelihood and still continue.

He prove to me he is unethical and dishonest to conspire with you as DA to destroy members of the opposition.

So, please I urge to ask him to stop harass me.

I am under no obligation to engage him.

If by this way I can save taxpayer's money, I am happy to do so.

For the record can you provide me any prove of his appointment, because last time he were appointed illegally.

P.S. I will provide this information to my legal representative and they can liaise with him.

Regards.

Franklin Adams.

Aluta Continua.

Sent from Yahoo Mail on Android

**Re: REQUEST FOR AN INTERVIEW**

Etienne Vermaak

Fri 2019/10/11 07:14

To: 'franklin adams' &lt;oakcity2010@yahoo.com&gt;

Cc: Wilhelmina Petersen (Speaker) &lt;Wilhelmina.Petersen@stellenbosch.gov.za&gt;; Support Speaker &lt;Support.Speaker@stellenbosch.gov.za&gt;; JC Anthony (Speaker Admin) &lt;Speaker.Admin@stellenbosch.gov.za&gt;

Dear Clr Adams

Further to my e-mail below, you will realise that I cannot wait indefinitely for you to respond to my request for an interview with you.

Consequently, if I do not receive a written response from you **before the close of business today** with an undertaking to meet with me before the end of next week to discuss these complaints, I shall have no other choice but to conclude my investigation into the various complaints against you and my report to the Speaker in this regard will not include your response to these complaints.

Kind regards



**ADV ETIENNE VERMAAK**  
**B.A.( LAW) LLB**  
**STELLENBOSCH UNIVERSITY**  
**E-mail: evermaak@outlook.com**  
**Cell no: 079 7898108**

---

**From:** Etienne Vermaak <evermaak@outlook.com>

**Sent:** Thursday, 10 October 2019 07:57

**To:** 'franklin adams' <oakcity2010@yahoo.com>

**Cc:** Wilhelmina Petersen (Speaker) <Wilhelmina.Petersen@stellenbosch.gov.za>; Support Speaker

<Support.Speaker@stellenbosch.gov.za>; JC Anthony (Speaker Admin) <Speaker.Admin@stellenbosch.gov.za>

**Subject:** Re: REQUEST FOR AN INTERVIEW

Dear Clr Adams

With reference to my e-mail to you on 2 October 2019 below, I have not yet had any response from you.

I want to add to my aforesaid e-mail by saying that I have learnt that Ms Annalene de Beer, the Director: Corporate Services, had also complained to the Municipal Manager, Ms Mettler, following posts on your Facebook page about her and Ms Mettler had referred this complaint to the Speaker via e-mail on 18 February 2019.

The complaint by Ms de Beer is about a post that you have made on your Facebook page on or about 18 February 2019. In it you refer to Ms de Beer as "the infamous Beertjie" and "The Task Expert who received an 10 years Contract without Council Authority" (your exact words). In it you also stated that this 10 year contract was driven "by her Bestie, the visiting Mayor" and you stated that "she can't even Spell Properly "( your exact words).

I will be in Stellenbosch today at the Municipality and I once again request that you meet with me for an hour after 11.30 am (I have a meeting at the Municipality which starts at 10 am).

If you do not respond to this final request for an interview, I shall have no other option to finalise my report to the Speaker regarding the various complaints against you without your input.

Kind regards



**ADV ETIENNE VERMAAK**  
**B.A.( LAW) LLB**  
**STELLENBOSCH UNIVERSITY**  
**E-mail: evermaak@outlook.com**  
**Cell no: 079 7898108**

---

**From:** Etienne Vermaak  
**Sent:** Wednesday, 02 October 2019 09:42  
**To:** 'franklin adams' <oakcity2010@yahoo.com>  
**Cc:** Wilhelmina Petersen (Speaker) <Wilhelmina.Petersen@stellenbosch.gov.za>; Support Speaker <Support.Speaker@stellenbosch.gov.za>  
**Subject:** REQUEST FOR AN INTERVIEW

Dear Clr Adams

I refer to my verbal request to you to meet with you sometime soon on 26 September 2019 at about 14:20 in the Offices of the Speaker in the presence of Ms Candice Wesso , which meeting is aimed at

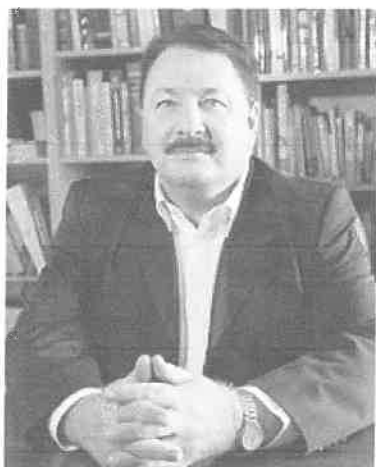
giving you an opportunity to respond to several complaints against you, namely:

1. A written complaint by Mr Faiz Hoosain, the Chief Audit Executive of Stellenbosch Municipality, dated 2 March 2018 addressed to the Municipal Manager of Stellenbosch Municipality, Ms G Mettler, in which he alleges that you had verbally abused him by shouting, screaming and swearing at him on the same date;
2. A written complaint by the Executive Mayor, Adv G van Deventer, dated 7 November 2018, against you in respect of certain postings by yourself on your Facebook page about her, which complaint was addressed to the Speaker, Clr W Petersen;
3. A written complaint by Clr A Frazenburg, dated 11 February 2019, about posts on your Facebook page about Clr Frazenburg, which complaint was addressed to the Speaker;
4. A written complaint by Clr Patricia Crawley, dated 13 May 2019, about posts by you on your Facebook page about her, which complaint was addressed to the Speaker.

I put it on record that you have replied to my verbal invitation on 26 September 2019 to meet with you on with the words: "Gaan praat iewers anders", upon which you turned your back on me and you then left the offices of the Speaker.

In my view, it is in your best interest to respond to the complaints against you and I give you the undertaking that your response will be reported fully to the Speaker in my report to her about these complaints.

Kind regards



**ADV ETIENNE VERMAAK**  
**B.A.( LAW) LLB**  
**STELLENBOSCH UNIVERSITY**  
**E-mail: [evermaak@outlook.com](mailto:evermaak@outlook.com)**  
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17.2	<b>REPORT TO COUNCIL REGARDING THE INVESTIGATION INTO ALLEGATIONS OF MISCONDUCT BY CLR C MANUAL</b>
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Collaborator No: Good Governance and Compliance

IDP KPA Ref No:

Meeting Date: 27 November 2019

**1. SUBJECT: REPORT BACK TO COUNCIL REGARDING INVESTIGATION INTO ALLEGATIONS OF MISCONDUCT BY COUNCILLOR C MANUAL**

**2. PURPOSE**

To consider the report submitted by the Speaker against Councillor C Manual in terms of item 14 Schedule 1 of the Local Government Act: Municipal Systems of 2000, known as the Code of Conduct for Councillors.

**3. DELGATED AUTHORITY**

Municipal Council

**4. EXECUTIVE SUMMARY**

An Investigator (Adv. Étienne Vermaak) was appointed to assist the Speaker with the investigation into facts and circumstances related to the complaints.

Advocate Vermaak provided a report with recommendations to the Speaker office, which report is now tabled for consideration. Report attached as **APPENDIX 1**.

**5. RECOMMENDATIONS**

- (a) that the item be referred to the Disciplinary Committee for Councillors to investigate and make a finding on any alleged breach of the Code of conduct;
- (b) following the investigation make appropriate recommendations to the Council in the event of a guilty finding;

**6. DISCUSSION**

**6.1 Background**

The Office of the Speaker received written complaints against Cllr C Manual, namely:

- 1. An undated written complaint by Ms Nomvuyo Evelin Jack, received in September 2018, in which she alleges that strange things had happened during the filming of the movie "The Widow" in Lanquedoc, in which Cllr C Manual and the "Administrator" (Mr Gregory Viljoen) were involved. In her letter she also said that she was seeing "corruption and misleading the people" and that she would explain more if someone should call her.
- 2. A written complaint by the "Lanquedoc Sport Beheerraad" (Lanquedoc Sport Council) dated 16 October 2018, which complaint was addressed to the Speaker, Cllr W Petersen and in which the Sport Council claimed that Cllr Manual interfered in the administration of the Lanquedoc Sports Field. The Sport Council also

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complained that Cllr Manual refuses to meet with them and that he was only sharing information with the All Stars Rugby Club and not with the Sport Board.

3. An undated written complaint by Ms Jane Nomdoe, received in September 2018, in which Ms Nomdoe alleged that Cllr C Manual threatened to remove her from the Ward Committee of Ward 3 during a Ward Committee meeting held on 4 September 2018.

## 6.2 Discussion

An investigation was done by Adv Etienne Vermaak in respect of the various complaints/ allegations of misconduct made against Cllr C Manual. His report is attached as Appendix 1.

## 6.3 Financial Implications

As per the approved appointment through Scm process.

## 6.4 Legal Implications

Local Government Act: Municipal Systems, 2000 – Schedule 1: Code of Conduct for Councillors. Sections 13 and 14 read as follows:

### “13 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.
- 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.

### 14 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 committee-
    - 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 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.
- 14.3 b. A copy of the appeal must be provided to the council.
- 14.3 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.
- 14.3 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**

No internal capacity exists to investigate these types of allegations. It is also not good practise to use internal staff as it may lead to intimidation.

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

None.

**6.7 Risk Implications**

Addressed in the item

**6.8 Comments from Senior Management**

None requested.

**ANNEXURES**

Annexure 1 –Investigation Report from Adv. Vermaak

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	<i>ALD JC Anthony</i>
<b>POSITION</b>	<i>Senior Clerk: Support Staff: Speakers office</i>
<b>DIRECTORATE</b>	<i>Corporate Services</i>
<b>CONTACT NUMBERS</b>	<i>021 – 808 8042</i>
<b>EMAIL ADDRESS</b>	<i>Speaker.admin@stellenbosch.gov.za</i>
<b>REPORT DATE</b>	<i>22 November 2019</i>

# **ANNEXURE 1**

**CONFIDENTIAL**

26 SEPTEMBER 2019

**REPORT TO THE SPEAKER OF STELLENBOSCH  
MUNICIPALITY REGARDING AN ALLEGATION OF THE  
TRANSGRESSION OF THE CODE OF CONDUCT FOR  
COUNCILLORS BY CLR C MANUAL**

REPORT COMPILED BY ADV E W VERMAAK

## **BACKGROUND**

I was appointed by Stellenbosch Municipality in a letter dated 20 June 2019, signed by Ms Annalene de Beer as the Director: Corporate Services, at the request of the Speaker of that Municipality, Ms WC Petersen, to assist the Speaker with an investigation into alleged misconduct of four Councillors, including Clr Charles Manual, a Councillor of Stellenbosch Municipality. This letter is attached to this report on page 19 . Although the said letter is dated 20 June 2019, it was only sent to me via e-mail on 25 July 2019 by Ms Annalene de Beer.

## **INITIAL DOCUMENTATION RECEIVED**

At a meeting held on 29 July 2019 in the Office of the Speaker which was attended by the Speaker, Alderman JC Anthony and myself, the Speaker handed four files to me. Each file contained documentation particular to the allegation of the transgression of the Code of Conduct by the particular Councillor and one of these four files contains allegations that Clr Manual had transgressed the Code of Conduct for Councillors.

The documentation received pertaining to the allegation against Clr Manual, comprised of:

1. An undated hand written letter by Ms Nomvuyo Jack , addressed to “whom it may concern”, which is attached as page 20 to this report;
2. A typed letter from the Office of the Speaker dated 1 October 2018 addressed to Clr Charles Manual, which is attached as page 21 to this report;
3. An e-mail, dated 16 October 2019 sent by Bronwyn Wyngaard to Wilhelmina Petersen (Speaker), which is attached as page 22 to this report;
4. A typed letter, dated 16 October 2018, from the “Lanquedoc Sport Beheerraad” addressed to the Speaker of Stellenbosch Municipality (hereafter referred to as the Speaker”), which is attached as page 23 to this report, which was attached to the e-mail referred to in paragraph 3 above;
5. Another e-mail, dated 16 October 2019, from Bronwyn Wyngaard to Wilhelmina Petersen (Speaker), which is attached as page 24 to this report;
6. Various attachments to the e-mail referred to in 5 above, which are attached as pages 25 to 33 of this report;
7. An undated hand written letter from Ms Jane Nomdoe addressed to “Geagte Meneer/ Mevrouw”, which is attached as page 34 to this report;

8. A typed letter, dated 19 October 2018, addressed to the Speaker signed by Clr Manual, which is attached as page 35 to this report;
9. A typed letter from the Office of the Speaker to Clr P Biscombe, the Caucus Whip of the DA, dated 30 October 2019, which is attached as pages 36 and 37 to this report;
10. A typed letter from the Office of the Speaker, dated 7 November 2018, addressed to Clr Manual, which is attached as page 38 to this report;
11. A typed letter, dated 21 November 2019, signed by Clr Manual, addressed to the Speaker, which is attached as page 39 to this report;
12. A typed letter from the Office of the Speaker, dated 22 January 2019, addressed to the Municipal Manager, Ms G Mettler, which is addressed as page 40 to this report;
13. A typed letter from the Office of the Speaker, dated 25 July 2019, addressed to Clr Charles Manual, which is attached as page 41 to this report;
14. A typed letter from the Office of the Speaker, dated 31 July 2019, addressed to the Disciplinary Committee of Stellenbosch Municipality for the attention of Clr Quintin Smit. Which is attached as page 42 to this report;
15. Correspondence between Cluver Markotter Attorneys and Film Afrika Widow (Pty) Ltd , which are attached as pages 43 to this report;
16. A Parking Facility Agreement between Film Africa Widow (Pty) Ltd and Lanquedoc Sports Board, which is attached as pages 44 and 45 to this report;
17. After the meeting on 29 July 2019, I also received a copy of the agreement between Stellenbosch Municipality and the Lanquedoc Sports Board via e-mail on 7 August 2019 from Alderman JC Anthony, which is attached hereto as pages 46 to 74 to this report.

#### **MY TERMS OF REFERENCE**

My terms of reference are to investigate the complaints by the following persons and institutions:

1. A hand written complaint by Ms Nomvuyo Jack (who informed me during her interview that she is known as Evelyn in the Lanquedoc community, but for the purpose of this report, I shall refer to her as Ms Jack) against Clr C Manual as per page 20 of this report;



2. A hand written complaint by Ms Jane Nomdoe against Clr Manual as per page 34 of this report and
3. A typed complaint by the “Lanquedoc Sport Beheerraad” against Clr Manual as per page 23 of this report, supported by further documents provided by the “Beheerraad” from pages 24 to 33.

### **MY MODUS OPERANDI**

After the perusal of the documentation received from the office of the Speaker, I identified all the complainants and their different complaints. I also identified other persons who could possibly assist me in this investigation in the documentation received.

I firstly contacted the complainants and set up meetings with them to understand their complaints as most of the complaints were described in general and somewhat vague statements. I also used these interviews with the complainants, which were mostly held in Lanquedoc as some of the complainants did not have transport, to obtain supporting documentation and other information from them.

I made it very clear to the complainants that I shall conduct the investigation in an objective and fair manner. I also made it clear to them that they need to provide me with hard evidence in respect of every allegation and that I shall only present such evidence to the Speaker’s office if I can verify such evidence and if it substantiates the specific allegation. I needed to meet with the complainants and other witnesses several times to look at documents that they had obtained and to listen to the testimonies of new possible witnesses.

### **THE DIFFERENT COMPLAINTS**

#### **1. THE COMPLAINT BY MS JACK**

Ms Jack was not very specific in her handwritten letter (page 20 to this report) about the complaint against Clr Manual. In fact, she said in the letter that “During the movie in Lanquedoc, the councillor and Administrator and some of the ward committee do something very strange in the ward committee. I did not agree with them because the community was complaining about what they were doing to people. I decided to leave the ward committee because I was seeing corruption and misleading the people.”

Further in her handwritten letter, she complained about a “lack of communication” between the ward committee and the community. In order to understand what she

was referring to in these statements, I first met with her at her home in Lanquedoc on 15 August 2019.

**(i) The various allegations of corruption**

She explained the following statement in her hand written complaint: "The strange things done by some of the Ward Committee members during the making of the movie" by saying that she was referring to the making of a movie by a company known as Film Afrika Widow (Pty) Ltd (hereafter referred to as "Film Afrika") in Lanquedoc in the middle of 2018 and the name of the movie was "The Widow".

She explained that during the time when the film was made and also after the film was completed, members of the community approached her as a member of the Ward Committee and as a member of the Lanquedoc Community Forum about certain allegations pertaining to Clr Manual, namely :

**a) Allegation of payment to Clr Manual for his services during the making of the film:**

Ms Jack informed me that Film Afrika had hired people from the community in the making of the film to perform certain functions, for instance Mr Marius (Hallie) Krediet was hired to co-ordinate the security arrangements according to his statement to Ms Jack in this respect.

Ms Jack had heard that Mr Gregory Viljoen, the Secretary of Clr Manual, was hired by Film Afrika to co-ordinate the traffic around the Lanquedoc Sports Grounds, where Film Afrika parked its own vehicles and stored some of its equipment which were used in making the film.

Ms Jack had also heard that Clr Manual was also the co-ordinator who had paid various persons in the community with money received from Film Afrika for the use of their homes in the said movie and for the use of public open spaces. I asked her for the names of the persons who had allegedly told her about the involvement of Clr Manual as well as which houses were used in the film and who the owners of these homes are, but she said that Mr Bronwyn Wyngaard would be able to give me more information.

I interviewed Mr Wyngaard in this regard and he said to me that he does not in fact have the addresses or the names of home owners whose houses were used in the said film and neither does he have any proof that money was paid to Clr Manual by Film Afrika. He told me that he had heard from some community members that

homes and shops were used in the said film and that Clr Manual was involved in identifying such homes and shops, after he had introduced himself to the film crew as the Ward Councillor for Lanquedoc.

Mr Wyngaard suggested that I speak to Mr Johnnie Scheepers, who had rented vehicles to the film crew during the making of the said film, in order to ascertain if Mr Scheepers knew about money that was paid to Clr Manual for allegedly sourcing homes and shops to be used in the film.

I interviewed Mr Scheepers, who acknowledged that he was paid by Film Afrika for the rent of his vehicles by means of an EFT, but he told me that he has no information about the alleged payment to Clr Manual by Film Africa. He did however hear rumours from other community members in this regard.

I interviewed Ms Carmen Chellan, the Financial Director of Film Afrika, in this regard and she told me that Film Afrika never paid any money to Clr Manual as he was never contracted to perform any services to the company during the making of the said film. She told me that as the Department for Trade and Industry was funding the making of the said film partially in the form of rebates, Film Afrika has a strict policy when it comes to sourcing and the payment of service providers.

I also interviewed Mr Gregory Viljoen in this regard and he denied that he was paid by Film Afrika to co-ordinate the traffic arrangements during the making of the film. He said that he did refer Film Afrika to certain persons in the community who were interested to work as "traffic marshals", but that he was not paid for it. He further denied any knowledge of any payment of any money to Clr Manual by Film Afrika.

I interviewed Clr Manual in this regard as well and he denied that he ever received any money from Film Afrika and that he was involved in any logistical arrangements in making the said film. He acknowledged that he was at the film set on a couple of occasions, but he said he was mere curious like most of the residents of Lanquedoc, as this was a big event in Lanquedoc. He also knows that a house belonging to the Du Plessis family was eventually the home used in the said film and that they had told him that Film Africa had compensated them directly for the use of their home.

#### **b) Allegation of payment by Film Afrika for use of Sport Grounds as a base camp :**

It was further alleged by Ms Jack that Film Afrika had agreed with Mr Gregory Viljoen, a municipal official of Stellenbosch Municipality, to pay his company, Lungisa Promotions, an amount of R40 000,00 for the use of the Lanquedoc Sport Grounds as a base camp. It was also alleged that Clr Manual have been involved in striking this

agreement and that he may have benefitted financially from the money received from Film Afrika in this respect.

In the file received from the office of the Speaker in this regard, there is a "Parking Facility Location Agreement" signed by Film Afrika and Mr Gregory Viljoen on behalf of the Lanquedoc Sports Board on 28 May 2019, in terms of which Film Afrika used the Lanquedoc Sport Grounds as a base camp from 1 June to 6 June 2018 (see clause 2 of the agreement between Film Afrika and the Lanquedoc Sports Board on page 44 of the report) for the sum of R30 000,00. This period was extended later by agreement from 11 June to 16 June 2018 for an additional R10 000,00m(see page 45).

It appears from the said agreement that the Sports Board was represented by Mr Gregory Viljoen in his capacity as the Secretary of the said Sports Board, but it also appears from page 29 (a FNB Notification of Payment in this regard) that the payment of R30 000,00 was not made to the Sports Board, but to Lungisa Promotions, a company owned by Mr Gregory Viljoen.

From the FNB Notification of Payment on page 32 of this report, it appears that this R10 000,00 was also not paid to the Sports Board, but again to Lungisa Promotions, the company owned by Mr Viljoen.

Ms Jack questioned why these payments were not made to the Lanquedoc Sports Board as stipulated in the agreement and the fact that the money was paid to a company owned by Mr Gregory Viljoen, meaning that the money paid by Film Afrika was his and not the money of the Lanquedoc Sports Board as the agreement had envisaged. She wants to know what Mr Viljoen had done with the money and who all benefitted from the R40 000,00.

I interviewed Mr Bronwyn Wyngaard, the current Chairperson of the Lanquedoc Sports Board, and he told me that this payment to Lungisa Promotions happened before he became the Chairperson. He said that he is also concerned, just like Ms Jack, why the R40 000,00 paid by Film Afrika for the use of the Sport Grounds as a base camp, was not paid to the Sports Board as the agreement between Film Afrika and the Sports Board requires.

He did investigate the issue and found that Mr Viljoen had, after he had signed the said agreement with Film Afrika, convinced Film Afrika to buy sport clothing for certain sport codes with the R40 000,00 and he further informed Film Afrika that he has a company, Lungisa Promotions, who could source the required sport clothing.

He found that Film Afrika agreed to this proposal of Mr Viljoen and that Mr Viljoen did supply the Sport Board with some sport clothing.

Mr Wyngaard, however, sought a quotation from another supplier of sport clothes, Sublimation House, for the same items and received a quotation for R12 777,65 (see page 33 of this report). Mr Wyngaard and Ms Jack are of the opinion that Mr Viljoen paid more or less the same amount for the sport clothes (about R13 000,00) that were handed to the Sports Board and that Mr Viljoen and perhaps Clr Manual had shared the rest of the R40 000,00 between them.

I did interview Mr Gregory Viljoen in this regard and he acknowledged that he has a company with the name "Lungisa Promotions, that he did convince Film Africa to buy sport clothes for the Sports Board instead of giving the Sports Board R40 000,00 in cash, that Lungisa Promotions successfully quoted to source sport clothing when Film Afrika requested quotes in this regard and that he did hand over the sport clothing to the Sports Board.

He informed me that he was, as a businessman, entitled to a "mark up" on the purchase price of the sport cloths and that other persons in the community have "sour grapes" in that they are jealous of his success. He denied that he had shared any of the money with Clr Manual and said that Clr Manual had no involvement in this matter.

Clr Manual also denied any involvement in this issue when I interviewed him in this respect and referred me to Mr Viljoen.

**c) Allegation of payment of R30 000,00 to Clr Manual by the Municipality as a grant to the "Waterblommetjies" but never received by them:**

The "Waterblommetjies" is a community organisation, which apparently cares for elderly persons in the community of Lanquedoc. Ms Jack further motivated the use of the term "corruption" in her written complaint by saying that she had also heard from community members that Clr Manual had received money (according to her R30 000,00) on behalf of Ward 3 from the Municipality, which was earmarked to be a once off donation to "Waterblommetjies".

She told me she had recently spoken to Mr Johnny Harris, who currently serves on the Management Committee of the "Waterblommetjies" and that she was told that Clr Manual never paid the money over to the "Waterblommetjies", thereby implying that he had kept the money for himself.

The Chairperson of “Waterblommetjies”, at the time when the request for a donation was considered by the Municipality, was Mr Arthur Xola and according to her, neither she or Mr Xola received feedback from Clr Manual about the payment of the R30 000,00 to Waterblommetjies. When I asked her for the contact details of Mr Xola, she informed me that he had suddenly left Lanquedoc in the middle of 2018 and that his current whereabouts are unknown.

I interviewed Mr Johnny Harris about his involvement in the “Waterblommetjies” and about his knowledge of a donation to this organisation. He said that he has no knowledge of any donation by the Municipality to this organisation.

Ms Jack asked me to request the Municipality for information regarding the payment of the R30 000,00 to the Waterblommetjies and I did so in an e-mail to the Municipality on 16 September 2019 (see page 76) and the Municipality responded by e-mail to say that ward allocations are not used to make donations to organisations such as this and that officials are responsible to make such payments. See page 75 for the reply of Mr Nicky Ceaser, which I have conveyed to Ms Jack.

**d) Allegation that Clr Manual had supported an application for a Liquor Licence next to a playing area for children in Lanquedoc :**

Ms Jack referred me to Mr James Lucas, another resident in Lanquedoc, in this regard and she was present when I interviewed him the first time. Mr Lucas confirmed that he had learnt that Clr Manual had supported an application for a Liquor Licence by Mr K P (Willie) Siyothula, the owner of Erf 67 Lanquedoc with street address 60 Main Road, Lanquedoc and that he informed Ms Jack about his concerns in this regard.

He was concerned about Clr Manual’s written support for the said application, because there is a playing area for children next to the building at 60 Main Road, Lanquedoc, where the tavern will be operated from (if the Liquor Licence should be granted). His concern was about the safety of children who would continue to play on the open space, which is covered with grass and used by children to play ball games.

At our first meeting Mr Lucas did not have any documentation pertaining to Clr Manual’s support for the application for the said Liquor Licence and he gave me the undertaking that he would get a copy of Clr Manual’s letter and that he would give it to me at our next meeting.

I was asked by some other community members, who also attended my meeting with Mr Lucas, to ascertain from the Municipality in the interim whether or not the Municipality is aware of the said application for a Liquor Licence. I did so in an e-mail to Alderman J C Anthony on 10 September 2019 on page 82 of this report and I received the response of the Municipality on 10 September 2019 (see pages 77 to 81 of this report) which informed me that the Municipality had no record of the said application.

I did report this feedback to Ms Jack and Mr Lucas at our next meeting in Lanquedoc, but Mr Lucas kept his word and provided me with the letter by Clr Manual in this regard (see 109). The fact that the Municipality had no record of the said application for a Liquor Licence in terms of their response to me e-mail in this regard, necessitated me to dig deeper for the supporting documentation for the application for the said Liquor Licence.

I eventually met with Ms Jack again at the municipal offices in Pniel, where she handed an official document of the Municipality to me with the heading: "Notice of Municipal Planning Tribunal Meeting of Stellenbosch Municipality Friday 2018-01-26 from 10:00 -15:00 (See pages 83 to 118 to this report). This voluminous document contains an application for a liquor licence for the property situated at 60 Main Road, Lanquedoc.

At a meeting with Mr Bronwyn Wyngaard on 18 September 2019 in Lanquedoc, at which meeting Ms Jack was once again present, he informed me that at the end of July 2019 he refuelled his car at the Total garage adjacent to the Agrimark in Simondium and that he was assisted by Mr K P (Willie) Siyothula, the owner of the dwelling at 60 Main Road, Lanquedoc in his capacity as a fuel attendant.

When the discussion turned to the progress of his application for a Liquor Licence, Mr Siyothula allegedly said to Mr Wyngaard that his application is making good progress as he is using a good attorney in this process and as Clr Manual supports his said application. He added that he had agreed with Clr Manual to give him (Clr Manual) a 10% share in the tavern should it become a reality.

Ms Jack told me that she had heard about the involvement of Clr Manual in the envisaged tavern from some other community members and she also found it strange that Clr Manual stated in his written support for the tavern dated 3 March 2018, that there is no recreational facilities for young adults ("geen ontspannings geriewe vir ons jong mense nie") in Lanquedoc, while she lives across the Mapisa

Tavern in Akkerlaan, Lanquedoc, which is open until 23:00 in terms of its liquor licence.

I interviewed Clr Manual in this regard and while he acknowledges that he supported the application by Mr K P (Willie) Siyothula for a liquor licence to enable him to run a tavern on his property at 60 Main Road, Lanquedoc, he strongly denied that he will benefit financially through his support. He particularly denied that he will have a 10% share (or any other percentage) in the said tavern.

I attempted to interview Mr K P (Willie) Siyathula, but he did not answer my phone calls. Clr Manual did say to me that Mr Siyathula will also tell me that his alleged share in the tavern is baseless.

I further established that the Municipality had received an application for the Temporary Departure of the Use of Erf 67 Lanquedoc, with street address 60 Main Road, Lanquedoc, which application was initially turned down, but which eventually was successful on Appeal. See pages 119 to 130.

**e) Allegation that a donation from the Cape Winelands District Municipality to the All Stars Rugby Club was paid into the private banking account of Mr Gerrit Afrika for devious reasons:**

At a meeting on 15 August 2019 in Lanquedoc with Ms Jack, Mr Bronwyn Wyngaard, Mr James Lucas, Mr Piet Muller and Mr Johnny Scheepers, I was informed that it is alleged that Mr Gregory Viljoen, apparently instructed by Clr Manual, had approached the Cape Winelands District Municipality (CWDM) for a donation to the All Stars Rugby Club in 2018 at the time when Mr Viljoen was the Secretary of the said Rugby Club and the Secretary of Clr Manual as the Ward Councillor.

It is alleged by this group of people (who refer to themselves as the Concerned Group) that a donation (the exact amount varies from person to person) was made by CWDM to the All Stars Rugby Club subsequently, but that the donation was not paid into the bank account of the All Stars Rugby Club, but instead into the private bank account of Mr Gerrit Afrika, who is a cashier at the Rugby Club and who is also a municipal employee.

Ms Jack informed me that Clr Manual, Mr Viljoen and Mr Afrika are close friends and that it appears sinister why a the donation, which was spearheaded by Clr Manual and Mr Viljoen, was allegedly paid into the bank account of Mr Afrika and not the bank account of the All Stars Rugby Club. Her view was that the said Rugby Club has a bank account and if the donation was not paid into the bank account of the club,



but into the bank account of a friend of Clr Manual, then the latter may possibly benefit financially from the donation.

Upon learning of this allegation, I took the matter up with the Municipal Manager of CWDM, Mr Henry Prins, and I addressed an e-mail to him in this regard, which is on the bottom of page 131 and which continues on page 132 of this report. CWDM responded to my e-mail by saying that they have launched their own investigation into the matter and that they will notify me of their findings within a week or two (see page 131). I have requested the CWDM to expedite their internal investigation into this matter so that I can include their findings in this report, but at the time of completing this report, I have not received feedback from the CWDM in this respect.

**f) Allegation that Clr Manual had asked “protection money” from a store in Lanquedoc:**

At a meeting with some community members (including Ms Jack) on 20 September 2019 in the Board Room of the Speaker, Mr Johnny Scheepers alleged that he had negotiated the sale of one of his vehicles with a citizen of Somalia, who managed the Busy Corner Tuck Shop in Lanquedoc, and that when they discussed payment of the purchase price, the manager of the Tuck Shop mentioned to Mr Scheepers that Clr Manual had asked him for protection money, which has an effect on his ability to pay the purchase price.

I immediately asked Mr Scheepers, an elderly gentleman, for the name of the manager of the Tuck Shop so that I can interview him myself, but Mr Scheepers was unable to recall the full name of the individual. He did give me an undertaking that he would speak to the manager to get his full name and to ascertain if the manager would agree to an interview with me. Mr Scheepers later informed me that the particular manager of the Tuck Shop was no longer the manager of the Busy Corner Tuck Shop and that the present manager does not have his predecessor's contact details.

**(ii) Allegation of a Lack of Communication by Clr Manual**

In respect of her statement in her written complaint that there is a lack of communication between the Ward Community and the community, she said that she was a Ward Committee member and that she also serves on the Lanquedoc Community Forum and as such residents come to her to complain.

She has experienced it herself that the Ward Committee of Ward 3 is chaired by Clr Manual in an alleged autocratic manner in the sense that he adopted an attitude

that only him and Mr Gregory Viljoen, who is the Secretary of Clr Manual, may speak at Ward Committee meetings.

According to her, other Ward Committee members may not speak at Ward Committee meetings and at these meetings minimal feedback is received about Council resolutions, community projects, etc.. She told me that she was so frustrated, that she stopped going to Ward Committee meetings.

## **2. THE COMPLAINT BY MS JANE NOMDOE**

In her hand written letter on page 34 of this report, she states in essence that Clr C Manual had threatened to remove her as a Ward Committee member during a Ward Committee meeting held on 4 September 2018 and to give her position to someone else.

She further complained that Clr Manual controls the use of the Community Hall in Wemmershoek in a way that deprives some community members of the use of the hall. She referred me to Ms Charmain Jacobs who lives in Maasdorp, a small community near Franschoek, who used to serve on the Ward Committee for Ward 3 and who was present when Clr Manual told her (Ms Nomdoe) that he was going to remove her from the Ward Committee for Ward 3 on 4 September 2018.

I actually went to the home of Ms Jacobs in Maasdorp and she confirmed that she was present when Clr Manual said this to Ms Nomdoe. She further confirmed that she also experienced the Ward Committee meetings for Ward 3 to be a platform for Clr Manual and Mr Gregory Viljoen to speak and not for Ward Committee members.

She also confirmed Ms Nomdoe's other complaint about the restricted use of the hall in Wemmershoek as a consequence of Clr Manual's alleged interference, by saying that in the time that she had served on the Ward Committee, she also experienced problems with booking the Wemmershoek hall in that Clr Manual was not willing to let them use the hall.

## **3. THE COMPLAINT BY THE THE LANQUEDOC SPORT BEHEERRAAD**

In their typed letter on page 23 of this report, it is in essence alleged that Clr Manual had interfered in the use of the Lanquedoc Sport Grounds by giving organisations permission to use these grounds without consulting the and that he is "making things difficult" for them by doing so. In my interviews with Mr Bronwyn Wyngaard as the Chairperson of the Lanquedoc Sports Board, I asked him for the names of the organisations which were allegedly given permission by Clr Manual to use the Sport

Ground, but he could not name them or produce any written proof that Clr Manual had given such permission. In their letter of complaint, they mention only one example of the alleged interference by Clr Manual, namely on 24 September 2018 when Clr Manual allegedly gave the community permission to use these grounds, "while there was construction on the field". The date of 24 September 2019 of course was Heritage Day.

In addition, their second complaint was that Clr Manual allegedly does not want to meet with them as he views them as "backstabbers". In my interview with Mr Bronwyn Wyngaard as the Chairperson and Mr Piet Muller as the Secretary of the Lanquedoc Sports Board, they did give me a copy of e-mails of sent by Clr Manual in which he says that he refuses to meet with them (see page 133). He also gave me copies of other e-mails from Clr Manual, which in their view, shows animosity on his side towards the Sports Board (see pages 133 to 137) and its office bearers.

The third complaint of the Sports Board was that Clr Manual is allegedly only sharing information with the All Stars rugby club and not with the Sport Council or other sport codes. This complaint is not supported by other sport codes and seems to be only a communication problem between Clr Manual and the Sports Board.

#### **FINDINGS AFTER THE EVALUATION OF AVAILABLE EVIDENCE**

##### **(a) Alleged Payment of Money to Clr Manual by Film Afrika for co-ordinating the use of homes and shops in the film "The Widow"**

This allegation is strongly denied by Film Afrika, Clr Manual and Mr Gregory Viljoen. No witnesses came to the fore to say that they have seen Clr Manual getting paid by Film Afrika and certainly no documentation exists to substantiate this allegation.

##### **(b) Alleged Payment of Money to Lungisa Promotions for the Use of the Lanquedoc Sport Grounds and the allegation that Mr Gregory Viljoen and Clr Manual had benefitted from this Payment**

This allegation is true in the sense that the R40 000,00, which was payable to the Lanquedoc Sports Board in terms of the Lease Agreement, was not paid to the Sports Board, but instead to Lungisa Promotions, the company owned by Mr Viljoen. Mr Viljoen did inform me that he had benefitted financially from the Lease Agreement indirectly, as Lungisa Promotions was appointed by Film Afrika to acquire sport clothing for the Lanquedoc Sports Board, as had put a "mark up" on the purchase price of the clothing, which he considers to be his profit as a businessman.

There is however no evidence of any sort to suggest that Clr Manual had benefitted financially from this payment in any way whatsoever. Clr Manual denies such a suggestion as did Mr Viljoen.

**(c) Alleged Payment of R30 000,00 to Clr Manual by the Municipality as a Donation to the "Waterblommetjies"**

The response from the Municipality on page 75 of this report is evidence that this allegation is unfounded. There is no proof whatsoever for this allegation.

**(d) Alleged Support of an Application for a Liquor Licence by Clr Manual in return for a 10 % Share in the Tavern at 60 Main Road, Lanquedoc**

While there is ample evidence that Clr Manual did support and still supports the application for a Liquor Licence by the owner of the dwelling at 60 Main Road, Lanquedoc, there is no evidence to substantiate the allegation of Mr Bronwyn Wyngaard that Mr K P (Willie) Siyothula had agreed to give Clr Manual a 10% (or any other percentage share) in the envisaged tavern.

Mr Wyngaard is the only person who made this allegation and he could not call another witness or produce documentary evidence to substantiate his allegation.

**(e) Allegation that a donation from CWDM to the All Stars Rugby Club was paid into the bank account of Mr Gerrit Afrika for devious reasons**

While I am still awaiting the report of Cape Winelands District Municipality in this regard since my request for information to them on 10 September 2019, this allegation is strongly denied by Mr Afrika and Mr Gregory Viljoen. Also Clr Manual denies any knowledge or financial benefit from any donation from CWDM. Accordingly there is no evidence of any nature at this point to substantiate this allegation against Clr Manual.

**(f) Allegation that Clr Manual had Demanded Protection Money from a Shop in Lanquedoc**

Mr Johnny Scheepers, who made this allegation, could not present me with any evidence to substantiate his allegation. He could not even remember the full name of the citizen from Somalia who had spoken to, despite the fact that he was

negotiating a car sale with this individual. This allegation is therefore devoid of any truth.

**(g) Allegation that there is a Lack of Communication by Clr Manual**

Ms Jack made this allegation with reference to a lack of communication at Ward Committee meetings. The Lanquedoc Sports Board made the same allegation with regard to information needed by them from the Municipality regarding sport related issues. While there appears room for improvement in the communication by Clr Manual, there is no lack of it, based on e-mails sent by Clr Manual to the Sports Board and meetings of the Ward Committee.

**(h) Allegation that Clr Manual had Threatened to Remove Ms Jane Noemdo as a Ward Committee Member**

This allegation of Ms Nomdoe is substantiated by Ms Charmain Jacobs, who was present when Clr Manual allegedly made this statement. This allegation by Ms Nomdoe is denied by Clr Manual. On the basis of the above, this matter may be grounds for action against Clr Manual.

**(i) Allegation that Clr Manual had given other Organisations permission to use the Lanquedoc Sport Grounds**

In terms of the Lease Agreement between the Municipality as the Lessor and the Stellenbosch Sport and Recreational Association as the one Lessee and the Area Sport and Recreational Council as the other Lessee for the use of the Lanquedoc Sport Grounds, the Manager: Community Services can in terms of Clause 10.1.6.1 give written consent to use the Lanquedoc Sport Grounds for any other purpose than stipulated in the said agreement.

Further, the said agreement allows the Municipality in terms of Clause 10.7.4 to use the Lanquedoc Sport Grounds for its own use, provided that the Municipality gives the SSRA and the Lanquedoc Sport Council reasonable notice of the intended use and provided that the intended use does not interfere with their fixtures.

The complaint of the Lanquedoc Sport Council emanates from Heritage Day celebrations planned on the Sport Grounds in 2018 by the Municipality and the complaint is unfounded in view of the express reservation of the use of the Sport Grounds by the Municipality for its own purposes.

**(j) Allegation that Clr Manual Refuses to Meet with the Lanquedoc Sport Board**

There is documentary proof of this allegation in the form of an e-mail from Clr Manual himself. See page 133. Therefore this allegation can be substantiated. Clr Manual's personal clashes with office bearers of the Board is no excuse for him to meet with them in his official capacity as the Ward Councillor. Council has grounds to act against Clr Manual in this regard.

**(k) Allegation that Clr Manual does not share information with the Sport Board or Other Sport Codes**

There is no proof of an absolute block of information by Clr Manual to prevent the Sport Board from obtaining sport related information, but having said that, the manner in which he communicates with certain of the Office Bearers of the Sport Council in e-mails, is unprofessional, antagonistic and unbecoming of a Councillor in my view. The complaint against him is, however, not the use of harsh words or unprofessional communication, but rather that he does not share information with the Sport Board. There is no documentary proof of this allegation made by Mr Wyngaard.

**RECOMMENDATIONS**

From the above it appears that two of the allegations of misconduct can be substantiated, namely:

**1. The allegation The that Clr Manual had threatened to remove Ms Nomdoe at a Ward Committee meeting on 4 September 2018 in the presence of Ms Charmain Jacobs, who was also a Ward Committee member at the time.**

This can be construed as a transgression of Item 2(b) of the Code of Conduct for Councillors, Schedule 1 to the Systems Act of 2000, 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."

**2. The allegation that Clr Manual is refusing to meet with the Lanquedoc Sport Board, which is evidenced by his own e-mail to Mr Bronwyn Wyngaard on 10 January 2019 on page 133 .**

This can be construed as a transgression of Item 2(a) of the Code of Conduct for Councillors, Schedule 1 to the Systems Act of 2000, which reads: "A Councillor must perform the functions of office in good faith, honestly and a transparent manner."

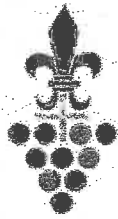
These two allegations are in my view less serious than for instance the allegations which implicated Clr Manual in corruption, but Council has to decide whether they are so serious to charge him formally in a disciplinary hearing for the transgression of the Code of Conduct.

In respect of the first incident, Councillor Manual's defence will be that he did not make the threatening statement and in respect of the second allegation, his defence will be that the Office Bearers of the Sport Board have hidden agendas by lodging complaints against him at the office of the Speaker.

It is therefore recommended that Council consider **action against Clr Manual** in these two matters and what form of action should be taken against him.



**ADV E W VERMAAK**  
26 SEPTEMBER 2019



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

*Our Ref: A de Beer  
Office of the Director Corporate Services*

20 June 2019.

Adv Etienne Vermaak  
26 Cabernet Sauvignon Street  
Oude Westhof  
Bellville

Dear Adv Vermaak

**APPOINTMENT OF AN APPROPRIATE EXPERIENCED SERVICE PROVIDER TO ASSIST THE SPEAKER WITH INVESTIGATIONS INTO ALLEGED MISCONDUCT OF COUNCILLORS**

This letter is to confirm your provisional appointment to assist the Speaker with investigations into the alleged misconduct of CouncilLors against the Code of Conduct. This appointment also includes acting as an initiator in disciplinary matters as and when required.

Upon accepting the appointment in this letter, a meeting will be scheduled to discuss the matters that requires investigation.

A final report with recommendations must be submitted to the Office of the Speaker. Specific statements need to be submitted with each invoice including the official order number (Appendix 1) for payment.

Yours faithfully

**ANNALENE DE BEER  
DIRECTOR: CORPORATE SERVICES**



To whom it may concern

I am Nomwuyo Ekelinah Jack staying in 317  
 Akterlaan, Lanquedoc, ward committee  
 in ward 3 Stellenbosch.

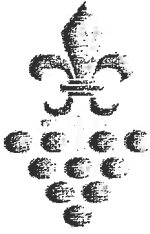
I am writing this letter to you inform you  
 about the councillor.

During the movie in Lanquedoc the councillor  
 and Administrator and some of the ward  
 committee do something very strange  
 in the committee. I did not agree with  
 them because the community was complaining  
 about what they are doing to people.

I decided to leave the ward committee  
 because I was seeing the corruption and  
 miss leading the people of the community as  
 Nomwuyo I was watching them all  
 the time how they treat us as ward committee  
 and community they was lack of communication  
 between us.

I will explain more when you call me  
 regards

Nomwuyo Jack ~~DEB~~  
 Contact me: 065 640 6956



**OFFICE OF THE SPEAKER**

---

Ref 01/2018

01 October 2018

Dear Councillor C Manuel

**ALLEGED CONTRAVENTION OF CODE OF CONDUCT FOR COUNCILLORS**

The Office of the Speaker received a letter (not dated) from Ms Nomvuyo Jack. She alleged that, during the shooting of a film in Lanquedoc you and some of the ward committee members acted very strangely. She furthermore alleged that the community was complaining about your actions and she therefore decided to leave the ward committee.

You are hereby afforded an opportunity to respond to the allegations made by the ward committee member.

Your response, in writing, regarding the allegations should reach the Office of the Speaker by not later than **Monday 22 October at 16:00**.

Yours faithfully

**WC Petersen**  
**Speaker**

**Sharesa Cammeleto**

---

**From:** Bronwyn Wyngaard <bronwyngaard97@gmail.com>  
**Sent:** Tuesday, 16 October 2018 15:06  
**To:** Wilhelmina Petersen (Speaker)  
**Cc:** arniepeterse69@gmail.com  
**Subject:** [EX] Letter from Sports Board  
**Attachments:** Lanquedoc Sports Board.docx; Letter from Mr Manuel.pdf

Hi Madam Speaker hope you well

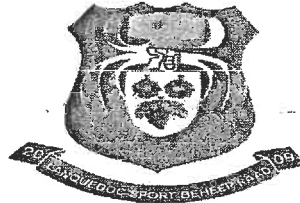
Madam find attached letter from Lanquedoc Sports Board and letter From Mr C.Manuel that interfere with sport matters.Thanks

Kind Regards

LANQUEDOC

SPORT

BEHEERRAAD



Date:16/10/2018

Dear Madam Speaker sorry for only sending this letter to you now.

Madam speaker we as Lanquedoc Sports Board are very unhappy with our word 3 councillor, Mr Manuel he is making thinks for us as Sports Board very difficult. We the executive is trying to bring our community together in the form of sports and every way we can but Mr Manuel is not making our job easy for us, he is making decisions for us by giving organisation's permission to use the Lanquedoc sports field without consulting with us. He also never have meetings with us he Ruther post massagers on the community group that he will never meet with a bunch of backstabbers. Madam Speaker really this man is not a good inspiration to our community, some of the sport codes is not attending our meetings anymore sins they have spoken to Mr Manuel and they don't even pay their affiliation fee because of him. Ms Speaker on the 24/09/2018 the councillor gave lanquedoc community permission to use the Lanquedoc sports field without consulting with us or having our permission while there was construction on the field, can you imagined what would have happened if someone or even a child would have stepped on a live wire or something, I think that was very, very irresponsible from the councillor. Madam the only club that he support and sponsor equipment to is All stars rugby club, he only share sport information with them he told them that they will only play rugby on Lanquedoc field when his term expires. I don't think that is someone who wants to see sport growing and see our community as one. We Lanquedoc Sports Board would like you to investigate the matter and get back to us as soon as possible.thanks

Regards  
Lanquedoc Sports board

**Sharesa Cammeleto**

---

**From:** Bronwyn Wyngaard <bronwyngaard97@gmail.com>  
**Sent:** Tuesday, 16 October 2018 15:54  
**To:** Wilhelmina Petersen (Speaker)  
**Cc:** arniepeterse69@gmail.com  
**Subject:** [EX] New information  
**Attachments:** doc 1.pdf; doc 5.pdf; doc 2.pdf; doc 3.pdf; doc 4.pdf; doc 6.pdf; doc 7.pdf; doc 9.pdf; doc 8.pdf; Agreement.pdf; Agreement..pdf; Invoice.pdf

Hi Madam Speaker hope you well  
Madam find attached new information about Mr G.Viljoen.

Madam just to bring to your attention to take a close look at Lungisa Promotion details where there is none,also at the invoice he send to Film Africa,I also got hole of the company(Sublimation house) in Parow he bought the rugby jerseys and Dart Golf-shirts from original price on invoice also attached. Lanquedoc Sports Board is filing a case against Mr G.Viljoen tomorrow(17/10/2018).Thanks

For more information please contact me at: 0749798100

Kind Regards



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Invoice No.

617

# LUNGISA PROMOTIONS

**Customer**

**Client** Film AFRIKA, Widow (PTY) LTD  
 Ground floor, Founders house, Howard drive, Pinelands Cape Town  
 P.O. Box 12202 Mill street, Garden, Cape Town, 8010, Vat No 4360279709  
**Phone** 072 816 7999

**Misc**

**Date** 21-06-2018  
**Order No.**

Qty	Description	Unit Price	TOTAL
12	Sport Governing Body Jackets with name embroide on left breast	R 550,00	R 6 600,00
30	180g Tshirts	R 113,80	R 3 400,00
EXTENSION OF BASE HIRE 10-1210L DEPT HEAD ACCOUNTANT URM PRODUCER PRODUCER PO# CODE 624 03 62 AMOUNT 10 000			
Subtotal			R 10 000,00
Tax Rate(s) 15,00%			
TOTAL			R 10 000,00

**Payment** Other

Account CAPITEC  
 Name G.B VILJOEN  
 Acc No. 1358 680 302

**Tax Rate(s)**

TOTAL R 10 000,00

Office Use Only

Contact: Gregory-071 551 779 2-Mail:greg.lungisa@gmail.com

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### Film Afrika Widow (Pty) Ltd

Co Reg No: 2017/183954/07  
 VAT No: Pending  
 TEL: +27 21 461 7950

**PHYSICAL ADDRESS**  
 AVALON 2, 123 HOPE STREET  
 GARDENS  
 8010

**POSTAL ADDRESS**  
 PO BOX 12202  
 MILL STREET GARDENS  
 CAPE TOWN 8010

**RECEIVED**  
 2018-07-03  
 BY: *[Signature]*

#### EFT/PAYMENT REQUISITION

**PLEASE INDICATE:** PURCHASE / RENTAL / LABOUR / HOLDING CHEQUE

Date: 18/07/02 Amount: 10 000

Requested By: James Yeats Department: Locations

Purchase Order #: \_\_\_\_\_

**Vendor Information:**

Payable To:	<u>LUNGISA PROMOTIONS (GB Viljoen)</u>		
Address:	<u>Lanquedoc Sports Field</u>		
Contact Name:	<u>Gregory</u>	Phone:	<u>072 816 7999</u>
	<u>GB Viljoen</u>		
Bank Details:	<u>Capitec</u>	Email:	<u>lungisa@gmail.com</u>
	<u>Acc# 1418599490</u>		<u>26726</u>
	<u>Br# 470010</u>		

**Invoice Information:**

INV #	ACCOUNT	DETAILS	NETT	VAT	TOTAL
617	024-03-02	Extention of Base Hire @ Lanquedoc 10 - 12 June 2018			10 000
					10 000

**Note:** The proper supporting documentation must accompany this cheque requisition  
 WE CANNOT ENSURE TIMEOUS PAYMENTS WITHOUT ALL OF THE ABOVE INFORMATION

HOD: *[Signature]* LINE PRODUCER: *[Signature]*

ACCOUNTS: *[Signature]* PRODUCER: *[Signature]*





**NOTIFICATION OF PAYMENT**

To whom it may concern:

First National Bank hereby confirms that the following payment has been made:

Date Actioned : 2018-06-06  
 Time Actioned : 19:17:00  
 Trace ID : G34DCL5D897

**Payer Details**

Payment From : Film Afrika Widow Pty Ltd  
 Amount : 30000.00

**Payee Details**

Recipient/Account no : ...880302  
 Recipient Name : LUNGISA PROMOTIONS (GB VILJOEN)  
 Bank : Capitec Bank  
 Branch Code : 470010  
 Reference : FILM AFRIKA WIDOW  
 Channel : INTERNET

**END OF NOTIFICATION**

To authenticate this Payment Notification please visit our website at <https://www.fnb.co.za>, click on Online Banking, select the "Verify Payment" option and follow the on-screen instructions.

Our customer (the payer) has requested FirstRand Bank Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. FirstRand Bank Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability whatsoever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

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30

LUNG02

06/06/2018

100688

28/05/2018 610

BASECAMP FEE AT LANQUEDOC SPORTS FI

30,000.00

Total Invoices This Page:

30,000.00

LUNGISA PROMOTIONS  
LANQUEDOC  
LANQUEDOC  
SOUTH AFRICA

(G.B. VILJOEN)

LUNGISA PROMOTIONS

06/06/2018

\*\*ZERO\*\* \*\*ZERO\*\* THREE \*\*ZERO\*\* \*\*ZERO\*\* \*\*ZERO\*\* \*\*ZERO\*\*

\*\*\*\*30000.00

e-m@iled

17 JUN 2018

LUNG02

06/07/2018

101261

21/06/2018 617

EXTENSION OF BASE HIRE 10-12/6

10,000.00

Total Invoices This Page:

10,000.00

LUNGISA PROMOTIONS  
LANQUEDOC  
LANQUEDOC  
SOUTH AFRICA



LUNGISA PROMOTIONS



06/07/2018

\*\*ZERO\*\* \*\*ZERO\*\* ONE \*\*ZERO\*\* \*\*ZERO\*\* \*\*ZERO\*\* \*\*ZERO\*\*

\*\*\*\*10000.00

PAID



### **NOTIFICATION OF PAYMENT**

To whom it may concern:

First National Bank hereby confirms that the following payment has been made:

Date Actioned : 2018-07-06  
 Time Actioned : 12:46:13  
 Trace Id : LL5T846D897

#### **Payer Details**

Payment From : Film Afrika Widow Pty Ltd  
 Amount : 10000.00

#### **Payee Details**

Recipient/Account no : 880302  
 Recipient Name : LUNGISA PROMOTIONS (GB VILJOEN)  
 Bank : Capitec Bank  
 Branch Code : 470010  
 Recipient Reference : FILM AFRIKA WIDOW  
 Channel : INTERNET

### **END OF NOTIFICATION**

To authenticate this Payment Notification please visit our website at <https://www.fnb.co.za>, click on Online Banking, select the "Verify Payment" option and follow the on-screen instructions

Our customer (the payer) has requested FirstRand Bank Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. FirstRand Bank Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability whatsoever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

First National Bank, a division of FirstRand Bank Limited. Reg.No.1929/001225/06.  
 An Authorised Financial Services and Credit Provider (NCRCP20).

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 <b>SUBLIMATION HOUSE (PTY) LTD</b> PO Box 6386 Parow East 7501 32 Matthee Street Parow East 7500 2005/020 431/07 VAT REG No: 4090101976 Tel: (021) 911 0213/4 Fax: (021) 911 0216 e-mail: com@subhouse.co.za website: www.sub-house.co.za	<b>ProForma Invoice</b>	
	Date	15/10/2018
	Page	1
	Document No	QUA14123

Bronwyn Wyngaard	Deliver to
------------------	------------

Account	Your Reference	Tax Exempt	Tax Reference	Sales Code	Expiry
BRONW	GARMENTS	N			15/10/2018 Exclusive

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
------	-------------	----------	------	------------	-------	-----	------------

RUGBYJERSEYMANF	Rugby jersey manufactured	23.00		334.00		1,152.30	7,682.00
GOLFSHIRTMANUF	Golfshirts manufactured	12.00		246.00		442.80	2,952.00
RUGBYJERSEYMANF	Setup once off	1.00		477.00		71.55	477.00
	50% deposit. Balance COD						

Absa Cheque Acc.:4052995986  
 Branchcode:632005  
 Swiftcode:ZAJJ Level 2 B-BBEE

Received in good order

Signed \_\_\_\_\_ Date \_\_\_\_\_

Sub Total	11,111.00
Discount @ 0.00%	0.00
Amount Excl Tax	11,111.00
Tax	1,666.65
<b>Total</b>	<b>12,777.65</b>

Geagte Meneer. / Mevrouw.

Op die 4de September 2018 was daar 'n Wylsvergadering gehou te Wemmershoek. Die Raadslid Charles Manuel het my gewedig dat ek Mev. J. Nordbe ontnem gaan word as Wylslid van Wemmershoek en my pos aan iemand anders bied.

Ek wil net weet of Charles Manuel my mag afdanke soos dit hom pas. Is daar nie 'n prosedure wat gevolg moet word nie. Dus nadat ek die Gemeenskap van Wemmershoek bystaan want Mnr Manuel wil die Gemeenskap Saal van die gemeenskap af weg neem. Ek is nie tevrede met die besluite wat hy wil doen. nie

Ek kan sien dat die jong kinders van die gemeenskap op ander plekke moet gaan pret vind nie. Hier is niks om te doen vir die jong mense nie nou wil hy die enigste ding wat die jongmense hou in die gemeenskap weg vat van hulle

Ek soek ook help van enige een wat op die Raad is om te sien wat ek doen vir die Gemeenskap is reg vir die kinders.



078-229 1453



The Speaker Stellenbosch Municipality

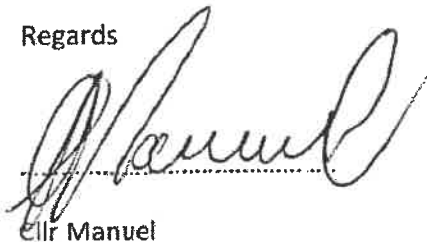
19 October 2018

Ref 02/2018

**Alleged contravention of code of conduct for councillors**

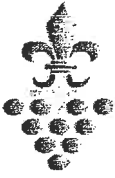
- 1 I refer to your letter and your reference to a letter from Ms. Jane Nomdoe which according to you were not dated. You did not give me a copy of the supposed letter that were supposedly been submitted to yourself.
- 2 You did not supply me with any letters which were submitted to you to substantiate your allegations of contravening the code of conduct for councillors.
- 3 You have not referred me to which section of the code of conduct for councillors I supposedly had transgressed.
- 4 I refer you to your undue involvement and interference in my ward as speaker. You had been in my office and had dictated to me while referring to you as the speaker. You had allocated this woman in my ward with a political mandate. Ms. Nomdoe had been discrediting me in my ward as a ward councillor with your support as speaker.
- 5 According to you it is alleged that I had said that I will replace Ms. Nomdoe with another member of the community. This is hearsay and I deny that I had told Ms. Nomdoe that she will be replaced by another member of the community.
- 6 I did however bring the behavior and actions of Ms. Nomdoe to your attention. To date you did not act against Ms. Nomdoe.
- 7 The allegation is aimed to discredit me as a councillor. The intimidation tactics is to deform my character. I view this type of allegations as victimization and intimidation which can be seen as political attack due to my support to the previous speaker.
- 8 I therefore will seek a legal remedy and reserve my right to follow due proceedings.

Regards



Cllr Manuel





**OFFICE OF THE SPEAKER**

**30 October 2018**

Caucus Whip  
Cllr P Biscombe  
Stellenbosch Municipality  
STELLENBOSCH  
7600

Dear Caucus Whip

**RE: CLLR MAUELS BEHAVIOUR**

This serves to inform you that my office received two complaints made against Cllr Manuel. Upon receiving those complaints I have issued complaint letters to Cllr Manuel regarding the complaints made against him (see attached letters).

In his response letter (see attach). Ref no 01/2018. Kindly see paragraph 6 of the letter where the Cllr accuse me of victimization and intimidation that is seen by him as a political attack due to his support to the previous Speaker.

Also see attach letter (Ref no 02/2018), paragraphs 4, 5 & 7 where Cllr Manuel make various allegations towards me.

I hereby kindly request you to look into this matter as the Cllrs behaviour towards me is uncalled for.

Your assistance in this regard is appreciated.

Kind regards,



**SPEAKER : WC Petersen**  
[Wilhelmina.Petersen@stellenbosch.gov.za](mailto:Wilhelmina.Petersen@stellenbosch.gov.za)  
021 808 8009



Ref no: 5/2018

7 November 2018

**A NOTICE BY SPEAKER REQUESTING COUNCILLOR TO REPLY TO AN ALLEGED BREACH IN TERMS OF ITEM 13 OF THE CODE OF CONDUCT FOR COUNCILLORS**

Dear Councillor C Manuel

**RE: ALLEGED BREACH OF CODE OF CONDUCT FOR COUNCILLORS**

You have allegedly breached the *Code of Conduct for Councillors* in terms of item 13 in that:

- you have interfered with sports matters
- you are working against the Sport's Governing Body
- you knowingly put the lives of the community in danger by giving permission to the community to play on the field while it is under construction
- you are bias in your approach to clubs and that you only support the Allstars Rugby Club

In terms of item 13 of the said Code you are hereby given the opportunity to reply in writing regarding the alleged breach by not later than 16h00 on 21 November 2018.

Kindly see attached complaint letter my office received regarding this matter.

Yours faithfully

.....  
**WC Petersen**

**Speaker**

021-808 8009

[Wilhelmina.Petersen@stellenbosch.gov.za](mailto:Wilhelmina.Petersen@stellenbosch.gov.za)

Cllr C. Manuel

394 Botterblom street

Lanquedoc

21 November 2018

The Speaker

Stellenbosch Municipality

**Response: Alleged breach of code of conduct**

I refer to your letter dated 7 November 2018 and your continuous harassment and intimidation.

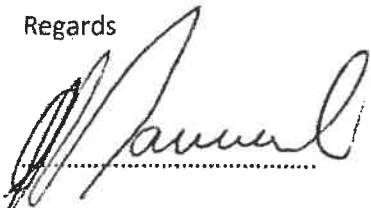
To enable me to respond to your allegations I request the following,

- The minutes of the sport body meeting where these matters were discussed.
- The matters and dates which you refer to that I interfered with sport matters.
- The times, dates and facts where I had worked against the Sport governing body.
- The information of the benefit, which were allocated or given to the All Stars rugby club which I had supposedly being bias to.
- The names and dates of the people; I had supposedly given permission to use the sport field while it is under construction.

Based on the documentation, I would be in a position to respond to you.

I urgently await your response with the requested documentation to enable me to respond. Please note that I intent to seek legal remedies.

Regards



21/11/18

Cllr C. Manuel



**OFFICE OF THE SPEAKER**

**22 January 2019**

Municipal Manager Ms G Mettler  
Stellenbosch Municipality  
STELLENBOSCH  
7600

Dear Ms G Mettler

**RE: REQUEST TO APPOINT AN INVESTIGATOR**

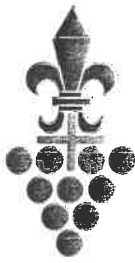
Complaints have been lodged against Cllr C Manuel by three different complainants. The first complaint was lodged by Ms Nomvuyo Jack. Second complaint by Ms Jane Nomdoe and the third complaint by the Lanquedoc Sports Council. I have investigated all the facts and circumstances and am of the view that there is substance in these cases.

I hereby kindly request the appointment of an investigator in terms of the SCM process to conduct an investigation on behalf of the Speaker.

Thank you in advance

Kind regards

**SPEAKER : WC Petersen**  
[Wilhelmina.Petersen@stellenbosch.gov.za](mailto:Wilhelmina.Petersen@stellenbosch.gov.za)  
021 808 8009



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

41

## OFFICE OF THE SPEAKER

Ref: 1 / 2018

25 July 2019

Councillor Charles Manuel

### RE: ALLEGED BREACH OF CODE OF CONDUCT FOR COUNCILLORS

My letter dated 1 October 2018 and your response to it with your letter dated 19 October 2018 has reference.

Based on the information received from the complainant and yourself the matter will be referred to the Disciplinary Committee to make a finding.

I hope you find this in order

**SPEAKER : WC Petersen**

Wilhelmina.Petersen@stellenbosch.gov.za

021 808 8009



# STELLENBOSCH

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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## OFFICE OF THE SPEAKER

Ref: 1/2018

31 July 2019

**Municipal Council Disciplinary Committee  
Stellenbosch Municipality  
Stellenbosch**

**Chairperson: Cllr Quintin Smit**

### **RE: ALLEGED BREACH OF CODE OF CONDUCT FOR COUNCILLORS**

With regards to the complaint lodged against Cllr C Manuel by Ms Nomvuyo Evelinah Jack, I hereby wish to inform you of the following:

Based on the information received from the complainant and the respondent I am referring the complaint to the Disciplinary Committee to make a finding regarding this matter.

I have requested the Municipal Manager to appoint an external facilitator to investigate and lead evidence during the Disciplinary hearing.

Furthermore I hereby attach supporting documents regarding this complaint for your attention.

I hope you find this in order

**SPEAKER : WC Petersen**  
[Wilhelmina.Petersen@stellenbosch.gov.za](mailto:Wilhelmina.Petersen@stellenbosch.gov.za)  
 021 808 8009

# CLUVER MARKOTTER

The Directors  
Film Afrika Widow (Pty) Ltd  
Ground Floor  
Founders House  
Howard Drive  
Pinelands  
CAPE TOWN

Date: 4 October 2018  
Attention: Mrs Meryl Schutte  
Our ref: WYN24/0001 | PLH/bwf  
e-mail: peterh@cluvermarkotter.law

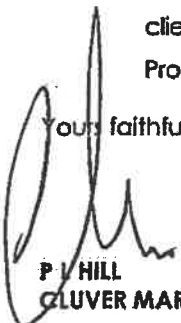
By e-mail: meryl.schutte@filmafrika.com

Dear Sirs

## LANQUEDOC SPORTS BOARD // FILM AFRIKA WIDOW (PTY) LTD

1. We refer to your letter of 27 September 2018 (which we received on 28 September 2018) and your revised letter of 27 September 2018 (which we received on 1 October 2018).
2. In your letters, you refer to a Parking Facility Location Agreement that was concluded with the representative of Lanquedoc Sports Board at the time (according to your revised letter, on 28 May 2018). Please furnish us with a copy of this agreement as the present committee does not have a copy.
3. Please also provide us with proof of the payment [that was made to Lungisa Promotions on 6 June 2018] reflecting the account the money was paid into, as our client has no record of this payment having been received.
4. This information was requested in paragraph 8 of our letter to you of 20 September 2018, which you have either refused or tried to fudge over. Your apparent reticence to furnish this basic information lends fuel to our client's fears that there may well be reason for concern.
5. You can quite easily allay their concerns by furnishing us with the information requested in this letter and in paragraph 8 of our letter of 20 September 2018.
6. Should you refuse to accede to their not unreasonable requests in respect of the information our client would clearly be entitled to, an application for the information will be made in terms of the Promotion of Access to Information Act 2 of 2000 ("PAIA").

Yours faithfully



P. HILL  
CLUVER MARKOTTER INC

Cluver Markotter Building | Mill Street | Stellenbosch | 7600  
PO Box 12 | Stellenbosch | 7599 | South Africa

Directors  
AMJ. Melck (Chairman) | L. Brink | AL. de Waal | JM. Geyser | SM. Geyser

Telephone +27(0)21 808 5600 | Fax +27(0)21 886 5420  
Docex 6 | Stellenbosch | www.cluvermarkotter.law

Senior Associate | H. Bevilss-Challinor | Associates | PA. Badenhorst |  
J. Bothma | B. Hill | B. Mentor | Practice Manager | A. Keyter



44

**PARKING FACILITY LOCATION AGREEMENT**  
**"The Widow"**

This Agreement is dated as at 28 May 2018 between Film Afrika Widow (Pty) Limited ("Production Company") and Lanquedoc Sports Board ("Owner") as duly represented by Mr Gregory Viljoen, in connection with the property located at Lanquedoc Sports Field ("Property").

1. Owner hereby irrevocably grants to Production Company (its successors, assigns, licensees, employees, agents, independent contractors and suppliers, all of whom are included in the term "Production Company" for purposes of entry onto the Property) permission to enter upon the Property with vehicles, equipment, sets and facilities as may be required during the course of production of a television series provisionally entitled "The Widow" (the "Series"), for the purpose of parking and storing the same in connection with the production of the Series. Production Company can remain on the Property for a period commencing on or about 01 June 2018 and continuing until 06 June 2018, inclusive. If Production Company requires use of the Property prior or subsequent to the foregoing dates, then Production Company may so use the Property subject only to the payment of additional fees computed on a pro rata basis with respect to the sums payable pursuant to Paragraph 2 below. However, if because of illness of actors, director or other essential artists and crew, or weather conditions or any other occurrence beyond Production Company's control, preventing Production Company from starting work on the date designated above and/or interrupting work in progress during Production Company's occupancy of the Property, or in the event of damaged or imperfect film or equipment, Production Company shall have the right to use the Property at a later date to be mutually agreed upon and/or extend the period, without additional charge.
2. As complete and full payment for the rights herein granted to Production Company, and provided Production Company actually does so enter and remain upon the Property, Production Company agrees to make payment to Owner in the form of sporting goods & clothing to the value of thirty thousand Rand (R30 000) to be delivered to Lanquedoc Sports Board.
3. Production Company agrees to use reasonable care to prevent damage to the Property.
4. Production Company will indemnify Owner from any damages and/or losses which Owner may suffer or incur arising out of personal injuries or property damage to the Property (normal wear and tear excepted) caused by the negligence of Production Company in connection with use of the Property by Production Company hereunder and in accordance with Production Company's insurance cover. Production Company will not indemnify Owner for any claim or liability arising out of the negligence or willful misconduct of Owner or a breach of this Agreement by Owner. Production Company agrees to maintain liability and property damage insurance covering the use of the Property by Production Company.
5. Without limiting the foregoing, in the event of any claim against the Production Company, Owner's sole remedy shall be an action at law for damages, if any, and Owner hereby waives any right to seek injunctive or other equitable relief.
6. Owner shall keep confidential all matters relating to the Series (including, without limitation, activities of the cast and crew) and Production Company's business and production activities of which Owner may become aware. Without limiting the foregoing, Owner agrees not to make recordings (including, without limitation, photographs and video) of any part of the Series and make or authorize any news stories, blogs, tweets, articles, books or other publicity relating directly or indirectly to this Agreement, the subject matter hereof, or the Series.

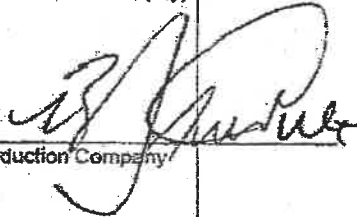
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- 7. This Agreement shall be binding upon and shall inure to the benefit of Production Company and its respective successors, licensees and assigns and cannot be modified or amended except in writing signed by Production Company.
- 8. Owner hereby warrants that the undersigned has the right and authority to make and enter into this Agreement and to grant Production Company the rights herein contained.
- 9. This Agreement represents the entire agreement between the parties in respect of its subject matter and replaces any previous agreement(s) relating to the subject matter and may be varied only in writing signed by the parties. The laws of South Africa shall govern this Agreement and the South African courts shall have exclusive jurisdiction.

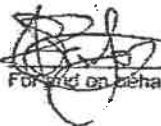
Please acknowledge your agreement to the foregoing by signing in the space provided below. Thank you very much for your courtesy and prompt consideration in this matter.

Very truly yours,

Film Afrika Widow (Pty) Limited

  
 Production Company

ACCEPTED AND AGREED:

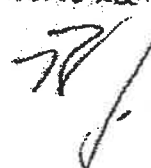
  
 For and on behalf of Owner

Gregory  
(Print Name)

610 Katstad Str. Langvredoc  
(Address)

011 551 7792  
(Telephone)

- (i) Period extended from 11 June to 16 June 2018
- (ii) Additional compensation of R10,000 (ten thousand Rand) as per Lungisa invoice for sporting goods

 G.V.

46

**AGREEMENT OF LEASE**

between

**STELLENBOSCH MUNICIPALITY**  
("Lessor")

and

**STELLENBOSCH SPORT AND RECREATIONAL ASSOCIATION**  
("Lessee")

and

**AREA SPORT AND RECREATIONAL COUNCIL**  
("Lessee")

**PLEASE NOTE:**  
**THIS IS A LEASE AGREEMENT FOR:**  
**CATEGORY D (LANQUEDOC SPORTS COUNCILS)**

Two handwritten signatures in black ink, one on the left and one on the right, located at the bottom right of the page.

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## 1. Introduction

- 1.1 The Lessor is the registered owner of the Premises.
- 1.2 The Lessor wishes to lease to the Lessee, and the Lessee wish to hire, the Premises on the terms and subject to the conditions of this Agreement.

## 2. Definitions and interpretation

2.1 In this Agreement, unless the context clearly indicates a contrary intention, the words herein below defined shall have the meanings assigned to them and cognate expressions shall bear corresponding meanings:

- 2.1.1 **"Activities"** means the activities or operations to be conducted by the Lessee on and from the Premises as set out in the attached Schedule;
- 2.1.2 **"Agreement"** means the agreement of lease between the Parties contained in this document and Annexures and Schedules hereto;
- 2.1.3 **"Annexure"** means an annexures attached to this Agreement;
- 2.1.4 **"Buildings"** means the buildings erected by the Lessor on the Premises;
- 2.1.5 **"Business Day"** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 2.1.6 **"Commencement Date"** the date as reflected as such in the Schedule
- 2.1.7 **"Effective Date"** means the date that the last party to this agreement signs same;
- 
- 2.1.8 **"Lease Period"** shall have the meaning ascribed to such term in clause 4 read with the Schedule;

- 2.1.9            **"Lessee"**            means the SSRA and Area Sport and Recreational Council whose constitution has been provided to the Lessor;
- 2.1.10          **"Lessor"**            means Stellenbosch Municipality, a local municipality established by Provincial Notice published in the Provincial Gazette by the MEC for Local Government in accordance with sections 12 and 14 of the Local Government: Municipal Structures Act No. 117 of 1998;
- 2.1.11          **"Rules"**            means the rules as set out in the Annexure hereto as amended from time to time, or such amended or updated Rules contemplated, which apply in respect of, *inter alia*, the use of the Premises and/or the Buildings;
- 2.1.12          **"Parties"**           means the Lessor and the Lessee and **"Party"** means any one of them;
- 2.1.13          **"Premises"**        means the land and/or buildings on the land as more fully described in the Schedule and attached plan, if provided;
- 2.1.14          **"Rental"**           means the rental payable by the Lessee to the Lessor as consideration for the leasing of the Premises as recorded in the Schedule.
- 2.1.15          **"SSRA"**            The Stellenbosch Sport and Recreation Association to whom the Lessee is affiliated and are co-lessee of the sports grounds.
- 2.1.16          **"Termination Date"** means the date of the expiry of the lease period or the date of such earlier termination provided for in this Agreement
- 2.1.17          **"VAT"**            means value added tax levied under the Value-Added Tax Act, 89 of 1991.



**3. Lease**

The Lessor hereby leases the Premises to the Lessee, who hereby hires same, on the terms and conditions set out in this Agreement.

**4. Period of lease**

Notwithstanding the Effective Date, the period for which the Premises are leased by the Lessor to the Lessee in terms of this Agreement commences on the Commencement Date and shall subsist for a period of One year (the "**Lease Period**"), subject to the remaining provisions of this Agreement.-

**5. Occupation**

It is recorded and agreed that possession and occupation of the Premises has already been given to the Lessee before the Commencement Date.

**6. Rental and other payments**

6.1 The Lessee shall effect payment to the Lessor on a yearly basis on the last day of the municipal financial year (June) during the Lease Period of the Rental.

**6.2 Such Rental shall:**

6.2.1 be payable on or before the last day of the Municipal financial year end (June); and

6.2.2 be paid without any deductions, bank charges, set-off or exchange, into the Lessor's bank account as detailed in the Schedule or such other bank account as the Lessor may from time to time notify the Lessee of in writing by way of a direct deposit or electronic funds transfer (or as otherwise specified by the Lessor in writing) and forthwith upon such payment, the Lessee shall furnish the Lessor with documentary proof, reasonably satisfactory to the Lessor, of having effected payment.

**7. Utility Charges and Rates****7.1 Utility charges**

7.1.1 The Lessee shall pay directly to the relevant authorities the cost of all electricity charges in respect of the Premises and the Buildings or any use thereof. The Lessee shall open all accounts and make all arrangements in respect of all utility





charges directly with the relevant authority and in its own name. If the Lessor pays or settles otherwise any amount for which the Lessee is liable in terms of this clause 7.1, the Lessee shall immediately reimburse the Lessor for such amount. If the other charges levied from time to time on the Premises exceed an amount determined from Lessor from time to time or other levies become payable or the Lessor changes its policy on subsidising such charges, the Lessor may on written notice to the Lessee require them to make such payments.

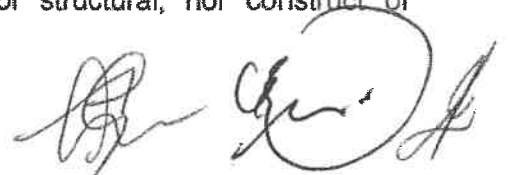
7.1.2 The Lessor may, in its absolute discretion and at any time, install a meter for the purpose of measuring water and/or electricity consumption on the Premises and/or the Buildings and may render to the Lessee a monthly account in respect of the water and/or electricity so consumed. Such account is payable no later than the 7th day of each month in arrears and the provisions of clause 6.2.2 shall apply, the necessary changes being made. The parties record and agree that the charges contemplated in this clause 7 shall be adjusted and pro-rated accordingly to extent that the Lessee does lease the entire Premises from the Lessor; this adjustment shall be determined by the Lessor and payable by the Lessee on the same terms as contemplated in this clause 7.

7.1.3 The Parties record and agree that any amounts paid by the Lessee in respect of, electricity charges and any other charges levied from time to time in respect of the Premises and the Buildings or any use thereof, which relate to the period of occupation by the Lessee of the Premises prior to the Commencement Date, were payable by the Lessee and the Lessee shall not have a right to claim any such amounts back from the Lessor. To the extent that any such amounts remain outstanding by the Lessee as at the Effective Date, the Lessee shall pay such amounts in full within 30 (thirty) days after the Effective Date.

7.1.4 Without derogating from the provisions of this clause 7.1, electricity charges in respect of the utilisation of mast poles shall be billed separately and the Lessor may render to the Lessee a monthly account in respect of the electricity so consumed. Such account is payable no later than the 7th day of each month in arrears and the provisions of clause 6.2.2 shall apply, the necessary changes being made

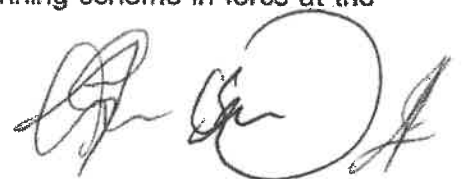
## 8. Alterations and additions

8.1 The Lessee shall not make any repairs, alterations, additions, improvements or renovations to the Premises, whether minor or structural, nor construct or



improve any buildings, structures, fixtures or improvements on the Premises (all of the aforesaid generically referred to as "Alterations"), without the prior written consent of the Lessor's Community Services Department in the first instance and the approval of any other departments which are required to approve same by law or in terms of the by-laws, policies or guidelines and decisions of the Lessor from time to time, which consent the Lessor may withhold or make subject to conditions in its sole and absolute discretion.

- 8.2 To the extent that the Lessee embarks on or effects any Alterations during the currency of this Agreement:
- 8.2.1 this shall be done at the sole risk of the Lessee and the Lessor shall have no responsibility in respect thereof;
- 8.2.2 all plans for such Alterations shall be submitted for approval to the Lessor and any other relevant authority (to the extent that submission of plans is required to any other relevant authority), and no construction shall commence on the Premises until the Lessor and the relevant authority (to the extent that approval of plans is required by any other relevant authority) have given their written approvals to the plans;
- 8.2.3 this shall be done in compliance with any law, by-law, ordinance, proclamation, statutory regulation, circular or the conditions of any license, authorisation, permit or consent relating to or affecting such Alterations and/or attending to such Alterations;
- 8.2.4 the Lessee shall be responsible for procuring any finance that it requires for the Alterations;
- 8.2.5 all Alterations shall be done in a professional and workmanlike manner;
- 8.2.6 the Lessee shall ensure that no person has any lien in respect of such Alterations and the contractors, consultants and suppliers waive any liens which they may have in favour of the Lessor and/or the Lessee;
- 
- 8.2.7 the Alterations shall be undertaken in accordance with the approved plans;
- 8.2.8 the Alterations shall be undertaken in accordance with and in compliance with applicable laws, bylaws, regulations and circulars including but not limited to the national building regulations, the operative town planning scheme in force at the



- time of such execution and construction (to the extent applicable) and any applicable environmental legislation;
- 8.2.9 the Lessee is not entitled to claim any compensation from the Lessor for any Alterations or improvements to the Premises; and
- 8.2.10 all Alterations shall form part of the Premises for the purposes of this Agreement.
- 8.3 The Lessor shall be entitled to inspect any Alterations or work to ensure that the Lessee complies with its obligations under this clause 8. Without derogating from the foregoing, the Lessor shall be entitled, at its cost, to attend all site and other planning and construction meetings relating to work undertaken in respect of the Alterations and/or to appoint a professional architect or quantity surveyor or other person as its agent to attend such meetings in regard to any such Alterations. The Lessee shall ensure that the Lessor or its agent is given reasonable notification of all such meetings and shall permit the Lessor or such agent to obtain copies of minutes of meetings and other relevant documentation.
- 8.4 Any Alterations effected with the written consent of the Lessor shall be carried out by suitably qualified persons acceptable to the Lessor and shall, upon termination of this Agreement become the property of and vest in the Lessor without any compensation to the Lessee.
- 8.5 Without derogating from the provisions of clauses 8.1 and 8.2, the Lessee hereby waives and abandons every right and/or claim which it may have against the Lessor as a result of having made any Alterations or for compensation for any alterations or improvements.
- 8.6 The Lessee shall not be entitled, either before, during or after the termination of this Agreement, to remove any Alterations without the prior written consent of the Lessor.
- 8.7 The Lessee shall, within 10 Business Days of being required by the Lessor to do so in writing, remove any Alterations made to the Premises without the prior written consent of the Lessor and the Lessee shall reinstate the Premises to the same condition they were in prior to undertaking such Alterations.
- 8.8 Upon the termination of this Agreement for any reason whatsoever, the Lessor may, in its absolute discretion, require that the Lessee remove all Alterations made to the Premises and to restore the Premises to the same condition as it



was in at the time the Lessee took occupation. Should the Lessee fail to do so, the Lessor shall be entitled to, without limiting any other rights or remedies the Lessor may have, remove the Alterations and reinstate the Premises, the costs of which shall be for the account of the Lessee.

8.9 The Parties specifically agree that:

8.9.1 any repairs, alterations, additions, improvements or renovations made by or on behalf of the Lessee to the Premises prior to the Effective Date, whether minor or structural; and

8.9.2 any construction or improvement of any buildings, structures, fixtures or improvements done by or on behalf of the Lessee on the Premises prior to the Effective Date,

shall be deemed to be included in the definition of "Alterations" for purposes of this clause 8 and that clauses 8.1 to 8.8 (including, but not limited to, clauses 8.2.1, 8.2.3, 8.2.6, 8.2.8, 8.2.9, 8.2.10, 8.4, 8.5, 8.6, 8.7 and 8.8) shall apply *mutatis mutandis* to any of the aforesaid.

9. **Sub-letting**

9.1 No sub-letting will be allowed without written permission by the Lessor.

10. **Obligations of the Lessee**

10.1 **General**

10.1.1 The Lessee shall manage the Premises and ensure that the Activities are held at the Premises and that the Premises are accessible to the general community for sport and recreational purposes and community activities, as per the definition of the activities or as approved by the Lessor from time to time. The Lessee shall regularly arrange and run programmes for the benefit of the community, as approved by the Municipality from time to time.

10.1.2 The Lessee shall open a bank account and adopt a constitution, approved by the municipality within 3 months of signature of this lease agreement. The Lessee's constitution shall, inter alia, be in line with the National Government and Municipality's plans for Sport and Recreation management and deal with democratic election of its board and ensure representation on that board from all relevant community structures.



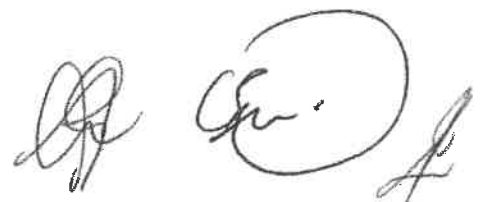
- 10.1.3 The Lessee shall notify the Lessor of any proposed change of control of the Lessee or amendment to its constitution. The Lessor shall in its sole discretion either consent to such changes or cancel the Agreement once it is aware of such changes. If such changes are made without the consent of the Lessor, the Lessor may cancel the Agreement, in its sole discretion when it becomes aware of the changes.
- 10.1.4 The Area Sports Councils as co-lessee shall be affiliated to the SSRA or similar umbrella body in the Stellenbosch area, pay their affiliation fees and adhere to its rules and guidelines and regularly attend its meetings and otherwise be a member of good standing.
- 10.1.5 For the duration of this Agreement, the Lessee shall, to the reasonable satisfaction of the Lessor and at the Lessee' sole cost, care for and maintain the Premises and the Buildings (including without limitation the entire interior of the Buildings, ceilings, walls and floors as well as all equipment and appurtenances in or on the Premises or the Buildings), in good order and repair and in a clean and sanitary condition and, without derogating from the generality of the foregoing, shall:
- 10.1.5.1 maintain in good order the interior of the Premises and the Buildings;
- 10.1.5.2 maintain in good order the electrical installations in and on the Premises and in the Buildings;
- 10.1.5.3 maintain in good order the drainage and sanitary works in and on the Premises and in the Buildings;
- 10.1.5.4 maintain in good order the thermostats, ventilating and air-conditioning appliances in and on the Premises and in the Buildings;
- 10.1.5.5 maintain in good order the carpeting, partitions and other fixtures and fittings in and on the Premises and in the Buildings;
- 10.1.5.6 maintain in good order and replace, as required, all fluorescent tubes, bulbs, starters, ballasts, choking coils, incandescent bulbs, any floor covering, tile or telephone outlets, electric lamps, broken, damages or cracked doors, ceilings, partitions, plate glass, window and door panels, and any other equipment or appurtenances in or on the Premises and in the Buildings;



- 10.1.5.7 replace all windows or glass which may be damaged or broken;
- 10.1.5.8 do any painting which may be necessary from time to time to the Premises or the Buildings.
- 10.1.6 For the duration of this Agreement, the Lessee shall not:
- 10.1.6.1 use the Premises for any purpose other than for the conducting of the Activities or use the Premises outside of the hours set out in the Schedule hereto, without the written consent of the Lessor's Manager: Community Services which consent may be given subject to certain conditions;
- 10.1.6.2 allow or cause any obstruction or blockage of sewerage pipes, water taps, water pipes or drains within the Premises and shall use its best endeavours to maintain same free of any such obstruction or blockage;
- 10.1.6.3 obstruct, whether temporarily or permanently, any part of the Premises;
- 10.1.6.4 alter, interfere with or overload any of the electrical installations in or on the Premises or the Buildings;
- 10.1.6.5 without the Lessor's prior written consent which consent shall not be unreasonably withheld, store, harbour or use or permit the storage, harbouring or use in or on the Premises or the Buildings of any goods, chattels, furniture, fixtures or effects which are subject to any hire purchase or lease agreement or which are not the property of the Lessee;
- 10.1.6.6 make any connection to the electrical system in or on the Premises or the Buildings except at the power or lighting points provided by the Lessor;
- 10.1.6.7 accumulate or permit the accumulation of refuse on or outside the Premises or the Buildings save in any refuse bins provided for the purpose.
- 10.1.7 The Lessee shall not bring into or place in the buildings or in or on the Premises any items that shall compromise the integrity of the Buildings or the Premises or any portion thereof, without the prior written approval of the Lessor.
- 
- 10.1.8 The Lessee shall be liable to the Lessor for and shall pay on written demand all costs incurred by the Lessor in repairing any damage to the Buildings and/or the Premises caused by the Lessee, or its respective employees, agents, sub-lessee, customers or invitees.



- 10.1.9 The Lessee shall not perform or commit or permit to be performed or committed, any unlawful act, disturbance or nuisance at the Premises whether they or other persons at the Premises, whether by invitation or not, cause such a disturbance or nuisance. The Lessee shall prevent any unlawful act; nuisance or disturbance being performed or caused at or from the Premises.
- 10.1.10 The Lessor shall not cause or permit to be caused any anti-social behaviour at the Premises, such as acting in a manner that caused or was likely to cause harassment, alarm or distress to one or more persons including but not limited to alcohol, drug and substance misuse and dealing, illegal possession of firearms, intimidation, harassment, gangsterism and vandalism, whether they or other persons at the Premises, whether by invitation or not, cause such anti-social behaviour.
- 10.1.11 The Lessee undertakes to ensure that they, their members and any other persons at the Premises, whether by invitation or not, for whose conduct the Lessee shall be responsible, shall at all times conduct themselves in a decent quiet and orderly manner so as not to disturb the ordinary comfort, convenience, peace and quiet or adversely affect the health and safety of other persons.
- 10.1.12 The Lessee is prohibited from selling, supplying, storing, possessing or distributing any liquor (save with an appropriate liquor licence) or narcotic substances at or from the Property or allowing or failing to prevent other persons from doing so.
- 10.1.13 **Compliance with the Rules**
- 10.1.14 The Rules shall be deemed to form part of and to be incorporated in this Agreement and the Lessee shall be obliged to strictly comply with same.
- 10.1.15 **Compliance with laws**
- ~~10.1.16 The Lessee and its respective employees, agents, sub-lessee, representatives and invitees shall at all times comply with and shall for the duration of this Agreement not contravene or permit the contravention of:~~



- 10.1.16.1 any law, by-law, ordinance, proclamation, statutory regulation, circular or the conditions of any license, authorisation, permit or consent relating to or affecting the operation or use of the Premises and the Buildings;
- 10.1.16.2 any law, by-law, ordinance, proclamation, statutory regulation or circular which the Lessor is required to observe by virtue of the Lessor's ownership of the Premises and/or the Buildings or by virtue of the control over or operation of the Premises and/or the Buildings;
- 10.1.16.3 any law, by-law, policy, ordinance, proclamation, statutory regulation, circular or the conditions of any license, authorisation, permit or consent or a decision of the Lessor's Council relating to or affecting the conducting of the Activities;
- 10.1.16.4 the conditions incorporated in and/or noted on the title deeds of the property on which the Premises is situated or the conditions of establishment of the township in which the Premises is situated;
- 10.1.16.5 the Rules as determined by the Lessor;
- 10.1.16.6 without derogating from the generality of the foregoing:
- 10.1.16.6.1 customs and excise laws, laws relating to occupational health and safety, immigration and labour laws as well as any tax laws;
- 10.1.16.6.2 the Liquor Act 59 of 2003;
- 10.1.16.6.3 the Regulation of Gatherings Act, 205 of 1993; and
- 10.1.16.6.4 the Occupational Health & Safety Act, 85 of 1993.

The image shows three handwritten signatures or initials in black ink. The first is a stylized signature, the second is a signature with a large circular flourish, and the third is a simple initial 'A'.



- 10.1.16.6.5 the Safety at Sports and Recreational Events Act, 2 of 2010.
- 10.1.16.6.6 The National Sport and Recreation Act 110 of 1998.
- 10.1.16.6.7 The Noise Regulations promulgated under the Environmental Conservation Act No 73 of 1989.
- 10.1.16.6.8 The Municipal Finance Management Act and its regulations, in particular the Asset Transfer Regulations.
- 10.1.16.6.9 All relevant by-laws and polices of the Lessor.

## 10.2 Licenses, authorisations, permits and consents

The Lessee shall obtain and maintain for the duration of this Agreement any and all licenses, authorisations, permits, certificates, exemptions, categorisation and consents necessary or required to enable them to conduct the Activities on the Premises lawfully and in accordance with any and all applicable laws, by-laws, ordinances, proclamations, statutory regulations or circulars.

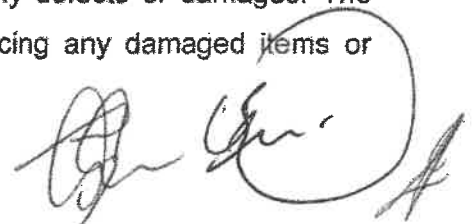
## 10.3 Signage

- 10.3.1 The Lessee shall not be entitled to exhibit any signboards, neon signs, nameplates, advertisements or the like (referred to as "Signs") on the Premises or anywhere in or on the Buildings without the prior written approval of the Lessor.

## 10.4 Right of entry for inspection and inspection at the commencement and termination of the lease.

- 10.4.1 The Lessor and Lessee shall on or near the commencement date of this agreement jointly inspect the Premises and note, in writing any defects or damages. If the Lessee was in possession of the Premises when such damages occurred, they shall be responsible for repairing or replacing any damaged items or areas. Should the Lessee fail, on notice by the Lessor to attend such inspection, the Lessor shall conduct such inspection and note the defects or damages.

- 10.4.2 The Lessor and Lessee shall on or near the termination date of this agreement jointly inspect the Premises and note, in writing any defects or damages. The Lessee shall be responsible for repairing or replacing any damaged items or

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areas. Should the Lessee fail, on notice by the Lessor to attend such inspection, the Lessor shall conduct such inspection and note the defects or damages.

#### 10.5 **Security**

The Lessor shall be responsible to arrange for and provide adequate security for the Premises and Buildings.

#### 10.6 **Accounting and reporting**

10.6.1 The Lessee shall submit an annual financial report, together with its annual financial statements, prepared by an accountant or auditor, to the Lessor in a form acceptable to the Lessor which financial report must *inter alia* contain details of all the income generated and expenditure incurred together with substantiating documents and vouchers.

10.6.2 In addition and without derogating from the obligation of the Lessee in 10.6.1, the Lessee shall on a monthly basis furnish the Lessor with a report detailing all the income generated for the previous month together with proof thereof as well as all expenditure incurred together with vouchers.

#### 10.7 **Sports development**

10.7.1 As part of the Activities, the Lessee shall develop priority sports as identified by the National, Provincial and local government departments responsible for sport from time to time, which are appropriate to the Premises and the local community and enhance sport and recreation development as set out in the National and the Lessor's Sport and Recreation Plan. The Lessee shall provide annual figures and proof of such development activities to the Lessor.

10.7.2 The Lessee shall in co-operation with the Lessor provide for and implement various programmes for sport development.

10.7.3 The Lessee must develop and hold outreach programmes for the community it serves in.

10.7.4 The Lessee shall, provided the Lessor gives them reasonable notice and it does not interfere with their fixtures, allow the Lessor to use the Premises for its and the Province's own development teams or sport and recreation activities or Events or municipal purposes, free of charge.



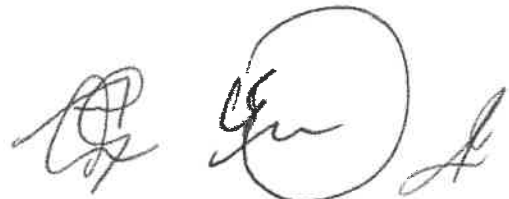
**11. General obligations of the Lessor**

For the duration of this Agreement, the Lessor shall:

- 11.1 be responsible for the maintenance and repair of the electrical, water, sewerage and other installations outside the Premises ("**the Installations**");
- 11.2 not be liable to the Lessee (or any of them) for any delay or failure by it to maintain or repair any of the Installations or for any loss, whether direct, indirect, and consequential or otherwise that may arise therefrom;
- 11.3 be responsible for the required maintenance pertaining to any sport and other fields on the Premises, which shall be limited to:
  - 11.3.1 cutting of grass;
  - 11.3.2 demarcation of playing surfaces; and
  - 11.3.3 irrigation of playing and other surfaces.
- 11.4 be responsible for the maintenance and repair to the exterior of the building.
- 11.5 not be liable to the Lessee (or any of them) for any delay or failure by it to maintain or repair the exterior of the building or for any loss, whether direct, indirect, and consequential or otherwise that may arise therefrom;

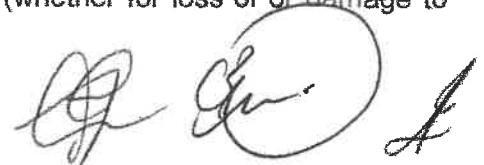
**12. Damage or destruction of the Premises**

- 12.1 Should the Premises be destroyed or damaged to such an extent that the Premises are, in the opinion of the Lessor, rendered untenable, then the Lessor or the Lessee shall be entitled to cancel this Agreement on reasonable notice given the circumstances. Neither Party shall have any claim against the other arising from such cancellation.
- 12.2 Should the Premises be damaged to such an extent that the Premises are, in the sole opinion of the Lessor, not rendered tenable, then:
  - 12.2.1 this Agreement may not be cancelled;
  - 12.2.2 the Lessor shall, at its cost and expense, repair the damaged or destroyed portion of the Premises as soon as may be reasonably practicable in the circumstances;



**13. Liability, indemnity and insurance**

- 13.1 The Lessor shall, at all times during the currency of this Agreement, be entitled to provide insurance cover from an insurer or underwriter selected by it for such risks as the Lessor, in its sole discretion, shall determine in respect of the Premises, in such amount as the Lessor considers to be sufficient. The provisions of this clause shall, in no way, limit the other indemnities given by the Lessee in terms of this Agreement.
- 13.2 The Lessor shall not be liable to the Lessee or its respective employees, agents, mandatories, sub-lessee, customers and/or invitees for any death, injury, accident, loss or damage, including costs or charges, (whether direct, indirect, consequential or otherwise), which may be sustained by them or any one of them in or upon the Premises and/or the Buildings or caused to any of them or their property unless same is attributable to the gross negligence or wilful misconduct of the Lessor.
- 13.3 The Lessee shall be solely responsible and liable for all damages (whether direct, indirect, consequential or otherwise) and costs suffered by any person arising from or caused by the Lessee or any of its respective employees, agents, mandatories, sub-lessee, customers and/or invitees or third parties who attend on the Premises, and the Lessee indemnifies the Lessor accordingly.
- 13.4 Should the Lessee, at any time, park any vehicles or store or bring any property anywhere at the Premises, same shall be so parked or brought or left on the Premises at the Lessee' sole risk and expense and no liability of any nature whatsoever shall accrue to the Lessor for any loss or damage that may be sustained by the Lessee in respect of such vehicles howsoever such loss or damage may be occasioned.
- 13.5 The Lessee indemnifies the Lessor against any claim, liability, loss, proceedings, expense and/or costs of whatsoever nature which may be made or brought against the Lessor by the Lessee or any employee, agent, mandatories, sub-lessee, customer and/or invitee of the Lessee in respect of any loss or damage to property or injury or death which may be suffered by them or any one of them howsoever such loss, damage, injury or death may have been occasioned. The Lessee furthermore indemnifies the Lessor against any claim, liability, loss, proceedings, expense and/or costs of whatsoever nature which may be made or brought against the Lessor by any third party (whether for loss of or damage to



property or injury or death) and which arises from or is in connection with any act or omission of the Lessee or any of its employees, agent, mandataries, sub-lessee, customers and/or invitees or any breach by the Lessee of its obligations under this Agreement, to the extent that such claim, liability, loss, proceedings, expense and/or costs does not result from the gross negligence or wilful misconduct of the Lessor.

13.6 The Lessee shall not have a claim against the Lessor of whatever nature whether for cancellation of this Agreement, damages, remission of Rental or otherwise, by reason of:

13.6.1 any loss, liability, damage, including damage to the Lessee's property or the property of any other person kept at the Premises and/or the Buildings, or expense suffered by any person being as a result of or attributable to the use by the Lessee of the Premises and the Buildings and/or the conduct by the Lessee of the Activities;

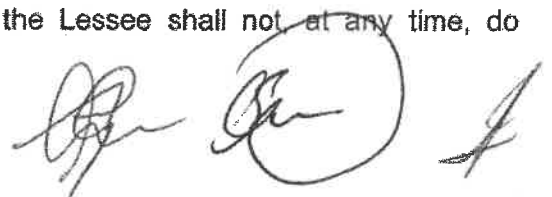
13.6.2 any loss of life and/or injury to persons and/or damage to property caused to or sustained by or occurring in respect of the Lessee on or in the Premises and/or the Buildings;

13.6.3 the condition or state of repair at any time of the Premises and/or the Buildings;

13.6.4 any breakdown of, or interruption in the operation of the Premises and/or the Buildings or any machinery, plant, equipment, installation or system situated in or on or serving the Premises and/or the Buildings; and/or

13.6.5 any interruption of or interference with the enjoyment of the Premises and/or Buildings or any part thereof caused by any building operations or other works to or on the Premises and/or the Buildings, or caused otherwise.

13.7 The Lessee shall not, at any time, bring, keep or use or allow to be brought into, kept or used on or in the Premises or the Buildings, nor suffer to be done or carried on or into the Premises or the Buildings by any of its respective employees or agents, any flammable or combustible substances or items or anything whereby the fire or other insurance cover pertaining to the Premises or the Buildings may be or become void or voidable or whereby premiums in respect of any such insurance may be increased or as a result of which any claim against the relevant insurer in terms of such insurance cover may be lawfully repudiated by the relevant insurer. Furthermore, the Lessee shall not, at any time, do



anything or allow anything to be done, on or in the Premises or the Buildings, nor suffer to be done on or in the Premises or the Buildings, by any of its respective employees or agents, anything whereby any insurance cover pertaining to the Premises and/or the Buildings may be or become void or voidable or whereby premiums in respect of any such insurance may be increased or as a result of which any claim against the relevant insurer in terms of such insurance cover may be lawfully repudiated by the relevant insurer.

13.8 If, as a result of non-compliance by the Lessee with its obligations under clause 13, the premiums payable by the Lessor in respect of its insurance are increased, the Lessor shall, without prejudice to any of its other rights in terms of this Agreement, be entitled to recover the amount from the Lessee on demand.

13.9 The Lessee shall, on written demand by the Lessor, produce copies of the insurance policies and of proof to the satisfaction of the Lessor of the payment by the Lessee of the relevant premiums on due date.

13.10 The insurance to be obtained by the Lessee, shall be limited to insurance for the interior of the building and its contents and for any items brought on or stored at the Premises.

#### 14. Termination of this Agreement

14.1 Upon the Termination Date or such earlier date as this Agreement terminates or expires for whatever reason, the Lessee shall:

14.1.1 vacate the Premises; and

14.1.2 tender return of the Premises to the Lessor in the same good order and condition in which it existed on the Commencement Date, fair wear and tear only excepted, subject to any contrary provisions contained in clause 8.

14.1.3 Should it not be returned in the same good order and condition, the Lessee shall be responsible for all costs in so restoring it.

~~14.1.4 The Lessor may terminate this Agreement on three (3) months' notice to the Lessee.~~

14.1.5 Should the Premises be misused by the Lessor or not used for a period of one month or should the Lessor require it for operational purposes, the Lessor may, on one (1) month's written notice, terminate the Agreement.



## 15. Cancellation

- 15.1 In the event that:
- 15.1.1 the Lessee fails to effect payment of the Rental or any other amount due by it in terms of this Agreement on due date and fails to remedy such breach within 14 (fourteen) Business Days of having been required in writing to do so;
  - 15.1.2 the Lessee breaches any other provision of this Agreement and fails to remedy such breach within 14 (fourteen) Business Days of having been notified in writing to do so;
  - 15.1.3 the Lessee has an order granted against or in respect of it, in terms of which the Lessee is sought to be provisionally or finally wound up, liquidated, dissolved or has any equivalent application or proceedings brought against it in terms of any equivalent applicable legislation;
  - 15.1.4 the Lessee commits an act which, if committed by a natural person, would constitute an "act of insolvency" as defined in the Insolvency Act, 24 of 1936;
  - 15.1.5 the Lessee effects a general compromise or any other arrangement with its creditors other than a solvent reconstruction;
  - 15.1.6 any final judgment of any court or arbitration award against the Lessee remains unsatisfied for a period of 10 (ten) Business Days after it has been granted against the Lessee and for the purposes of this sub-paragraph, a final judgment means a judgment:
    - 15.1.6.1 which is not appealable; or
    - 15.1.6.2 which is appealable but in respect of which the period for the lodging of an appeal has lapsed and the Lessee has failed to institute appeal proceedings; or
    - 15.1.6.3 which is not capable of rescission; or
    - 15.1.6.4 which is capable of rescission but in respect of which the period for applying for rescission has lapsed and the Lessee has failed to apply for rescission or the Lessee has applied for rescission of such judgment and the application for rescission has been denied;
  - 15.1.7 the Lessee defaults in respect of any other agreement entered into by it with the Lessor which results in the Lessor having a right to cancel such agreement.



the Lessor shall be entitled, but not obliged, notwithstanding any previous waiver or anything to the contrary herein contained and in addition to any other legal remedies it may have, either:

- 15.1.8 to cancel this Agreement forthwith, evict the Lessee from the Premises and recover from the Lessee any damages suffered by the Lessor as well as all amounts which became due for payment by the Lessee in terms of this Agreement prior to the date of such cancellation; or alternatively
- 15.1.9 to cancel this Agreement but permit the Lessee to remain in occupation of the Premises as a monthly tenant on the basis that the tenancy will be terminable by the Lessor (but not by the Lessee) on one month's written notice to the Lessee but subject otherwise to all the terms and conditions of this Agreement, the necessary changes being made.
- 15.2 In addition to any other legal remedies it may have, the Lessor may immediately and on written notice to the Lessee, cancel this Agreement without any compensation to the Lessee if:
- 15.2.1 this Agreement is rendered invalid and unenforceable by any order of court or applicable statute or regulation; or
- 15.2.2 in accordance with clauses 15.1.1 or 15.1.2, the Lessee has rectified a breach on two occasions during the preceding 12 (twelve) month period and commits a further breach of this Agreement.
- 15.3 Should the Lessor cancel this Agreement and the Lessee disputes the Lessor's right to so cancel and remain in occupation of the Premises:
- 15.3.1 the Lessee shall, pending the determination of such dispute, continue to pay on due date to the Lessor all amounts which would have been payable by it under this Agreement had such cancellation not occurred;
- 15.3.2 the Lessor shall be entitled to accept and recover such payments and the acceptance and recovery of same shall be without prejudice to and shall not, in any way, affect the Lessor's right to the cancellation then in dispute, and
- 15.3.3 the Lessor's right to claim damages suffered by it as a result of the breach of the Lessee shall not be affected.

The image shows three handwritten signatures in black ink. The first signature is a large, stylized cursive mark. The second signature is a smaller, more compact cursive mark. The third signature is a very stylized, almost abstract cursive mark.



**16. Miscellaneous matters****16.1 Addresses for service of legal documents**

16.1.1 For the purposes of serving any documents in connection with any legal proceedings relating to this Agreement, (ie, their *domicilia citandi et executandi*), the Parties choose the postal addresses.

16.1.2 A Party may change that Party's address for this purpose to another physical address in the Republic of South Africa, by notice in writing to the other Party.

**16.2 Interest on arrears**

In the event that any amount due and owing by the Lessee to the Lessor under this Agreement is not paid promptly on due date, then such overdue amount shall, without prejudice to any other rights or remedies which may vest in the Lessor, attract interest at the prime rate plus 3%, from due date to date of payment.[\*] For the purposes of this clause, "prime rate" means the rate of interest (nominal annual compounded monthly in arrears) from time to time published by Absa Bank Limited as its prime overdraft lending rate (a certificate from any manager of that bank, whose appointment or authority need not be proved, as to the prime rate at any time and the usual way in which it is calculated and compounded at such time shall, in the absence of manifest or clerical error, be final and binding on the Parties).

**16.3 Cession**

The Lessee shall not be entitled to cede, assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Lessor.

**16.4 Prohibition against deduction or set-off**

The Lessee shall not be entitled to deduct or set-off any amounts it may allege is owing to it by the Lessor from whatsoever cause arising, from or against, such amounts as are due by the Lessee to the Lessor in terms of this Agreement.

**16.5 No stipulation for the benefit of a third person**

No provision of this Agreement constitutes a stipulation for the benefit of a third person (ie a *stipulatio alteri*) which, if accepted by the person, would bind any Party in favour of that person.



**16.6 Entire agreement**

This Agreement contains all the express provisions agreed on by the Parties with regard to the subject matter of the Agreement and the Parties waive the right to rely on any alleged express provision not contained in the Agreement.

**16.7 Variation, cancellation and waiver**

No varying, adding to, deleting from or cancelling of this Agreement and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

The Schedule shall be varied from time to time should the terms thereof be amended by agreement in writing by parties or if they change from time to time as provided for in this Agreement.

The Rules shall be varied from time to time in the sole discretion of the Lessor.

**16.8 Costs**

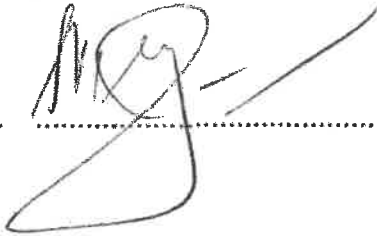
16.8.1 Each Party shall bear its own costs incurred in respect of the drafting, preparation, negotiation and finalisation of this Agreement.

16.8.2 Subject to the provisions, the Lessee shall be responsible for all costs, charges and expenses of whatsoever nature which may be incurred by the Lessor in enforcing its rights in terms hereof, including, without limitation, legal costs on the scale as between attorney and own client and collection commission, irrespective of whether any action has been instituted against the Lessee or not.

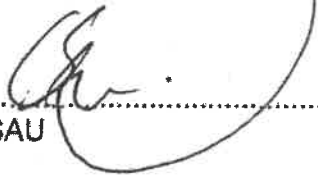


Signed at Stellenbosch on 15 February 2018

Witnesses

1. 

for STELLENBOSCH MUNICIPALITY

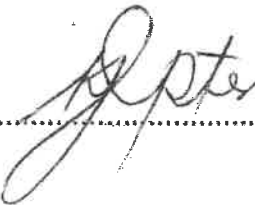
  
GERALD ESAU

DIRECTOR: COMMUNITY AND PROTECTION SERVICES

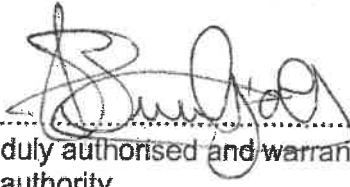
2. 

Signed at Stellenbosch on 15 February 2018

Witnesses

1. 

for LANQUEDOC SPORTS COUNCIL

  
duly authorised and warranting such authority

2. 



**Annexure 1**

**Description of Activities**

**1. Activities to be conducted by the Lessees on the Premises**

The Lessee is to conduct the following activities on the Premises

Sport and Recreational Activities, as envisaged in the National Sport and Recreation Plan (2012), which are accessible to the community and which promote sport and recreation, the development, upskilling and education of sport and recreation and of the community in general and are suitable to be carried out on the sport's fields and in the buildings at the Premises and related activities.

The above list of activities may be amended or supplemented from time to time by agreement in writing between the Parties;

and any related activities.



Annexure 2

**SCHEDULE**

**1. Lessor**

MUNICIPALITY OF STELLENBOSCH

**2. Lessee**

STELLENBOSCH SPORT AND RECREATIONAL ASSOCIATION (SSRA)  
and  
LANQUEDOC SPORT COUNCIL

**3. Lease Period**

12 MONTHS FROM COMMENCEMENT DATE

**4. Commencement date**

\_\_\_\_\_

**5. Termination date**

\_\_\_\_\_

**6. The Premises**

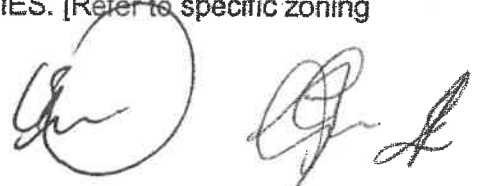
INSERT DESCRIPTION OF THE PREMISES INCLUDING ERF NUMBER AND  
BASIC DESCRIPTION OF THE INFRASTRUCTURE AS DEFINED AS THE  
SPECIFIC SPORT GROUNDS

**7. Postal address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. Zoning of Premises**

USE FOR SPORT AND RECREATIONAL ACTIVITIES. [Refer to specific zoning  
as per municipal zoning]



AS EVENT SITE FOR COMMUNITY AND SPORT ACTIVITIES

USE FOR THE SOCIAL DEVELOPMENT OF COMMUNITIES THROUGH  
SPORT AND RECREATIONAL ACTIVITIES

WHERE APPLICABLE ALSO FOR CONSUMPTION OF ALCOHOL AS PER  
LICENCE

- 9. **Times that activities or other approved events may be held at the Premises, unless consent is granted in writing by the Lessor for holding of the activities or other approved events**

DEPENDS ON SPECIFIC PROCLAMATIONS PER SITE

**10. Rental**

THE ANNUAL RENTAL FEE IS  
FIVE HUNDRED RAND (R500.00) PER YEAR PAYABLE ON THE LAST DAY  
OF THE FINANCIAL YEAR OF THE MUNICIPALITY OF STELLENBOSCH  
ENDING JUNE ANNUALLY.

AFTER TWELVE (12) MONTHS THE RENTAL FEE WILL BE REVIEWED  
ACCORDING TO THE FINANCIAL STATUS OF THE SPORTS COUNCIL AND  
THE STATUS OF THE INFRASTRUCTURE THAT HAS BEEN DEVELOPED ON  
THE SPORT GROUNDS.

**11. Lessor's bank account details**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. Insurance cover amount**

[TO BE DETERMINED BY MUNICIPAL PROPERTY MANAGEMENT]



**FACILITY ASSESSMENT: LANQUEDOC**

SPORT FIELD INFORMATION		Yes	No	Condition	Comments
NAME OF FACILITY	Lanquedoc	Yes		Fair	
SPORT COUNCIL	Lanquedoc Sport Council	Yes		Good	
ADDRESS/ERF	Lelle Street	Yes		Requires repairs	Grass dry due to water restrictions
MUNICIPAL ACCOUNT NO.		Yes		Requires repairs	Grass dry due to water restrictions
LEASE AGREEMENT/S	Lease agreement expired. Currently utilising old existing lease agreement	Yes		Requires completion work	Borehole pump to be installed
USERS	Clubs, schools, community, federations	Yes		Requires replacement	Fencing to be replace due to theft
STADIUM	NO	Yes		Good	
SEATING CAPACITY	NO	Yes			
PARKING CAPACITY		Yes			
FIELD INFORMATION (1 FIELD)	Description				
FIELD	1 x Field unfenced				
MASS POLES	4 Mass poles with 3 spotlight on each poles				
RUGBY FIELD					
SOCCER FIELD					
BOREHOLE					
FENCING OF MAIN FIELD					
PRE-PAID ELECTRICITY					

**PLEASE NOTE:**

That the above recorded upgrades and repairs needed will be addressed and signed off by the Sport Council and Municipal representative until complete. All items will only be replaced repaired or upgraded once, thereafter it will be the responsibility of the Sport Council to maintain.

**FW: COMPLAINT AGAINST CLR C MANUAL**

JC Anthony (Speaker Admin) <Speaker.Admin@stellenbosch.gov.za>

Tue 2019/09/17 10:37

To: Etienne Vermaak <evermaak@outlook.com>

Hi Advokaat Vermaak

Sien asb aangeheg

Dankie

JC

**About Stellenbosch Municipality**

Our mission is to deliver cost-effective services that will provide the most enabling environment for civil and corporate citizens.

Our head office is at Town House Complex, Plein Street, Stellenbosch, 7600, South Africa. For more information about Stellenbosch Municipality, please call +2721-808-8111, or visit [<https://www.stellenbosch.gov.za> target=]www.stellenbosch.gov.za

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---

**From:** Nicky Ceaser

**Sent:** Tuesday, 17 September 2019 10:02

**To:** JC Anthony (Speaker Admin)

**Subject:** RE: COMPLAINT AGAINST CLR C MANUAL

Goeiedag JC

Ek bevestig hiermee dat die wyksallokasies word nie gebruik om geld aan organisasies te betaal nie. Ek bevestig ook voorts dat die Administrasie en nie Raadslede is verantwoordelik vir die bestuur van wyksprojekte. So 'n skenking sal eerder by Grant-in-Aid tuishoort onder Raadsbeleid met bepaalde voorwaardes.

Ek vertrou dat bogenoemde inligting is voldoende.

Vriendelike groete

Nicky

---

**From:** JC Anthony (Speaker Admin)

**Sent:** 17 September 2019 08:53 AM

**To:** Nicky Ceaser

**Subject:** FW: COMPLAINT AGAINST CLR C MANUAL

**Importance:** High



76

Nicky

Kan jy kyk of daar by die wyks projekte so iets voorkom asb

Dankie

JC

---

**From:** Etienne Vermaak [<mailto:evermaak@outlook.com>]  
**Sent:** Monday, 16 September 2019 18:30  
**To:** JC Anthony (Speaker Admin)  
**Cc:** [Fiaz.Hoosain@ Stellenbosch.gov.za](mailto:Fiaz.Hoosain@ Stellenbosch.gov.za); Kevin Carolus  
**Subject:** [EX] COMPLAINT AGAINST CLR C MANUAL  
**Importance:** High

Dear Alderman Anthony

I need your kind assistance once again please. In my investigation into the use of the word "corruption" by Ms Nomvuyo Jack in her complaint about Clr Manual, I have asked her for details about these allegations in order for me to investigate the specific allegations . At a recent meeting with me, she explained that she was told that the Municipality had donated R30 000,00 once off to an organisation with the name "Blommetjies " which cares for "old people", in the 2018/2019 financial year. The Chairperson of this organisation is Mr Athur Xola and according to her neither Mr Xola nor herself received any feedback from Clr Manual about the use of the said R30 000,00.

Can you please confirm that the Municipality did indeed give R30 000,00 to Ward 3 to be donated to "Blommetjies" and if so, what the particular purpose of this donation was? I am trying to get hold of Mr Xola before I meet with Ms Jack and Mr Wyngaard for the last time on Wednesday this week and your response will greatly assist me in that meeting.

Kind regards



**ADV ETIENNE VERMAAK**  
**B.A.( LAW) LLB**  
**STELLENBOSCH UNIVERSITY**  
**E-mail: [evermaak@outlook.com](mailto:evermaak@outlook.com)**  
**Cell no: 079 7898108**

**FW: liquor license - Lanquedoc**

JC Anthony (Speaker Admin) <Speaker.Admin@stellenbosch.gov.za>

Tue 2019/09/10 16:45

To: Etienne Vermaak <evermaak@outlook.com>

Hi Advokaat

Hoop dit help

JC Anthony

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---

**From:** Sharon Pedro

**Sent:** Tuesday, 10 September 2019 16:23

**To:** JC Anthony (Speaker Admin)

**Cc:** Widmark Moses

**Subject:** FW: liquor license - Lanquedoc

Good day

Please see email below for your attention.



Kind regards

**Sharon Pedro**

Admin. Assistant : LED & Tourism  
**Planning & Economic Development**

---

T: +27 21 808 8974 | F: +27 886 7323  
58 Andringa Street, Stellenbosch, 7600 /  
P O Box 17, Stellenbosch, 7599  
[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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---

**From:** Daniel Meyer  
**Sent:** 10 September 2019 04:06 PM  
**To:** Sharon Pedro  
**Subject:** RE: liquor license - Lanquedoc

Hi Sharon

No Application was received at this office.



*Kind regards,*  
**Daan Meyer**  
Senior Archive Officer  
Corporate Services  
Registry and Office Auxiliary  
Services

---

T: +27 21 808 8691 | F: +27 886 8699

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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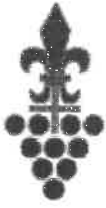
**From:** Sharon Pedro  
**Sent:** 10 September 2019 03:43 PM  
**To:** Daniel Meyer  
**Cc:** Violet Mgjima  
**Subject:** FW: liquor license - Lanquedoc

Good day

Did you receive an liquor application for the below-mentioned?

Kindly assist

Kind regards  
**Sharon Pedro**  
Admin. Assistant : LED & Tourism

**Planning & Economic Development**

T: +27 21 808 8974 | F: +27 886 7323  
58 Andringa Street, Stellenbosch, 7600 /  
P O Box 17, Stellenbosch, 7599  
[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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**From:** Widmark Moses  
**Sent:** 10 September 2019 01:24 PM  
**To:** Sharon Pedro  
**Subject:** FW: liquor license - Lanquedoc

---

**From:** JC Anthony (Speaker Admin)  
**Sent:** 10 September 2019 01:23 PM  
**To:** Widmark Moses  
**Subject:** liquor license - Lanquedoc

Hi Widmark

Kan jy asb bevestig of daar is aansoek is vir 'n dranklisensie ingedien is vir Mnr Willie Siyothu, 60 hoofstraat, lanquedoc asb

Laat weet asb dringend.

Dankie

JC Anthony



*Kind regards,*  
**JC Anthony**  
Admin Officer  
**OFFICE OF THE SPEAKER**

---

T: +27 21 808 8042  
Plein Street, Stellenbosch, 7600  
[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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**FW: liquor license - Lanquedoc**

JC Anthony (Speaker Admin) <Speaker.Admin@stellenbosch.gov.za>

Wed 2019/09/25 16:11

To: Etienne Vermaak <evermaak@outlook.com>

 3 attachments (4 MB)

Notice of Decision Mr Pike ERF 67 Lanquedoc.pdf; Appeal -Erf 67 Lanquedoc.pdf; Erf 67 Lanquedoc- MPT decision.pdf;

Hi Advocate Vermaak

I hope you will find the info as needed

Please note that the item stems from the year 2018 and that I only started at the Speakers office during May 2019.09.25

Thanks

JC

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**From:** Lenacia Kamineth

**Sent:** Wednesday, 25 September 2019 15:54

**To:** JC Anthony (Speaker Admin)

**Cc:** John Cornelius Anthony; Hedre Dednam; Odile Sims

**Subject:** RE: liquor license - Lanquedoc

Dear Mr Anthony

I refer to your e-mail below as well as our telephone conversation.

Kindly note that I will send the MPT agenda that included the application for Erf 67, Lanquedoc to you via "we transfer" shortly as it is a huge document.

I include the following documents for you:

- The decision of the MPT on 26 January 2018;

- The appeal from Mr Pike (on behalf of his client) in respect of the MPT's decision;
- The decision of the Appeal Authority dated 18 December 2018

81



*Kind regards, Vriendelike groete*

**Lenacia Kamineth**

Senior Administrative Officer: MPT

Land Use Management

**Planning & Economic Development**

T: +27 21 808 8697

3<sup>rd</sup> Floor, Eikestad Mall, 43 Andringa

Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



---

**From:** JC Anthony (Speaker Admin)  
**Sent:** 25 September 2019 03:05 PM  
**To:** Lenacia Kamineth  
**Cc:** John Cornelius Anthony  
**Subject:** FW: liquor license - Lanquedoc  
**Importance:** High

Hi Lenacia

Is it possible that you supply me with the LU/4792 item that serves before the Municipal Tribunal of 28 January 2019.09.25

The item refers to Erf 60 Main Road, Lanquedoc and is related to an application for a temporary departure for erf 67, Lanquedoc.

Thanks



*Kind regards,*

**JC Anthony**

Admin Officer

**OFFICE OF THE SPEAKER**

T: +27 21 808 8042

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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82

**From:** Etienne Vermaak [<mailto:evermaak@outlook.com>]  
**Sent:** Wednesday, 25 September 2019 14:32  
**To:** JC Anthony (Speaker Admin)  
**Cc:** Support Speaker  
**Subject:** [EX] Re: liquor license - Lanquedoc  
**Importance:** High

Dear Alderman Anthony

With reference to the feedback I have received from the Municipality on 10 September 2019 below, I had a follow up meeting with Ms Jack and some other members of the Lanquedoc community and I shared the information that I have received from the Municipality in this regard with them .

To my surprise, they provided me with an official document of the Municipality with the heading: "Notice of Municipal Planning Tribunal Meeting of Stellenbosch Municipality Friday 2018-01-26 from 10:00 -15:00". In this very thick document is an application for a temporary departure to permit the use of the existing garage on Erf 67, Lanquedoc with street address 60 Main Road, Lanquedoc as a tavern and the application number is LU/4792. It was commented on by various departments of the Municipality.

The thick document bears the official stamp of the Municipality on many pages.

Kindly confirm that the Municipality did receive the application for a temporary departure as described above and kindly advise what the decision of the Municipality was in this regard.

Kind regards



**ADV ETIENNE VERMAAK**  
**B.A.( LAW) LLB**  
**STELLENBOSCH UNIVERSITY**  
**E-mail: [evermaak@outlook.com](mailto:evermaak@outlook.com)**  
**Cell no: 079 7898108**

---

**From:** JC Anthony (Speaker Admin) <[Speaker.Admin@stellenbosch.gov.za](mailto:Speaker.Admin@stellenbosch.gov.za)>  
**Sent:** Tuesday, 10 September 2019 16:49  
**To:** Etienne Vermaak <[evermaak@outlook.com](mailto:evermaak@outlook.com)>  
**Subject:** FW: liquor license - Lanquedoc

**ANNEXURE "D"****"WILLIES PLACE"****DESCRIPTION OF PREMISES**

This description of premises is accordance with Regulation 9(4)(c) of the regulations issued in terms of the Western Cape Liquor Act, Act 4 of 2008, which description must be read in conjunction with the plan and photographs filed in support.

**1. THE PREMISES**

The premises are situated at ERF 67, 60 Main Street, Lanquedoc, Groot Drakenstein, Cape Winelands district under the Local Municipality of Stellenbosch.

The Premise are found on the Main Street of Lanquedoc in the predominantly residential area. It is farm Village in Groot Drakenstein Cape Winelands. Lanquedoc is a tranquil small Cape/English lifestyle farm just ten minutes from historic Stellenbosch and is surrounded by the majestic Stellenbosch and Helderberg Mountains.

**1. CONSTRUCTION OF BUILDING**

The Building is still under construction; it is being built by bricks and mortar, will be plastered and painted where it is necessary.

It will have wooden doors and aluminum window frames, ceiling and ceramic tiled floor.

**2. LAYOUT OF PREMISES**

On completion the premises will consist of plus minus 70m<sup>2</sup> and will comprise of the following layouts:

- Main Entrance
- Seating Area
- Serving Area with Fridge
- Storage Area
- Toilets



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**3. FURNITURE**

- Table
- Chairs
- Wooden Counter
- Deep Freezer
- Fridges
- Aircon

**4. FIXTURES & FITTINGS**

- Plasma TV
- Sink
- Geysers

**5. FLOOR COVERING**

Floor covered with ceramic floor tiles.

85

**ANNEXURE 3:**

Site Development Plan

GROUND FLOOR & SITE LAYOUT

DRAWING TITLE SITE DRAINAGE AMENDMENT  
GROUND AND SITE PLAN AMENDED

GENERAL:

all dimensions in mm  
 builder to check all dimensions & levels prior to  
 commencing with construction  
 figured dimensions take preference over  
 scaled drawings.  
 All bricks over all openings windows as per clients  
 choice and suppliers availability drawings are  
 prepared on visual surface inspection  
 and observation of the site regardless of depths shown  
 in sections excavations  
 should be taken down to and into stable  
 undisturbed soil for foundations

**NB: CEILING HEIGHT  
 GARAGE FROM FFL TO  
 CEILING: 2,550 M  
 BEDROOM FFL TO  
 CEILING: 2,400 M**

CLIENT:

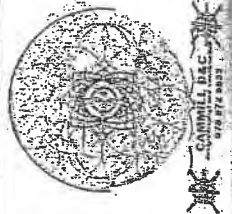
SIYOTULA KP.  
 MAIN STREET 62  
 LANQUEDOC  
 GROOT DRAKEN TEIN  
 STELLENBOSCH MUN

ERVEN: FARM nr.  
 LQ.67

PROJECT:

NEW TAVERN

SCALE:  
 1:100



ERF LQ 76

ERF LQ 68

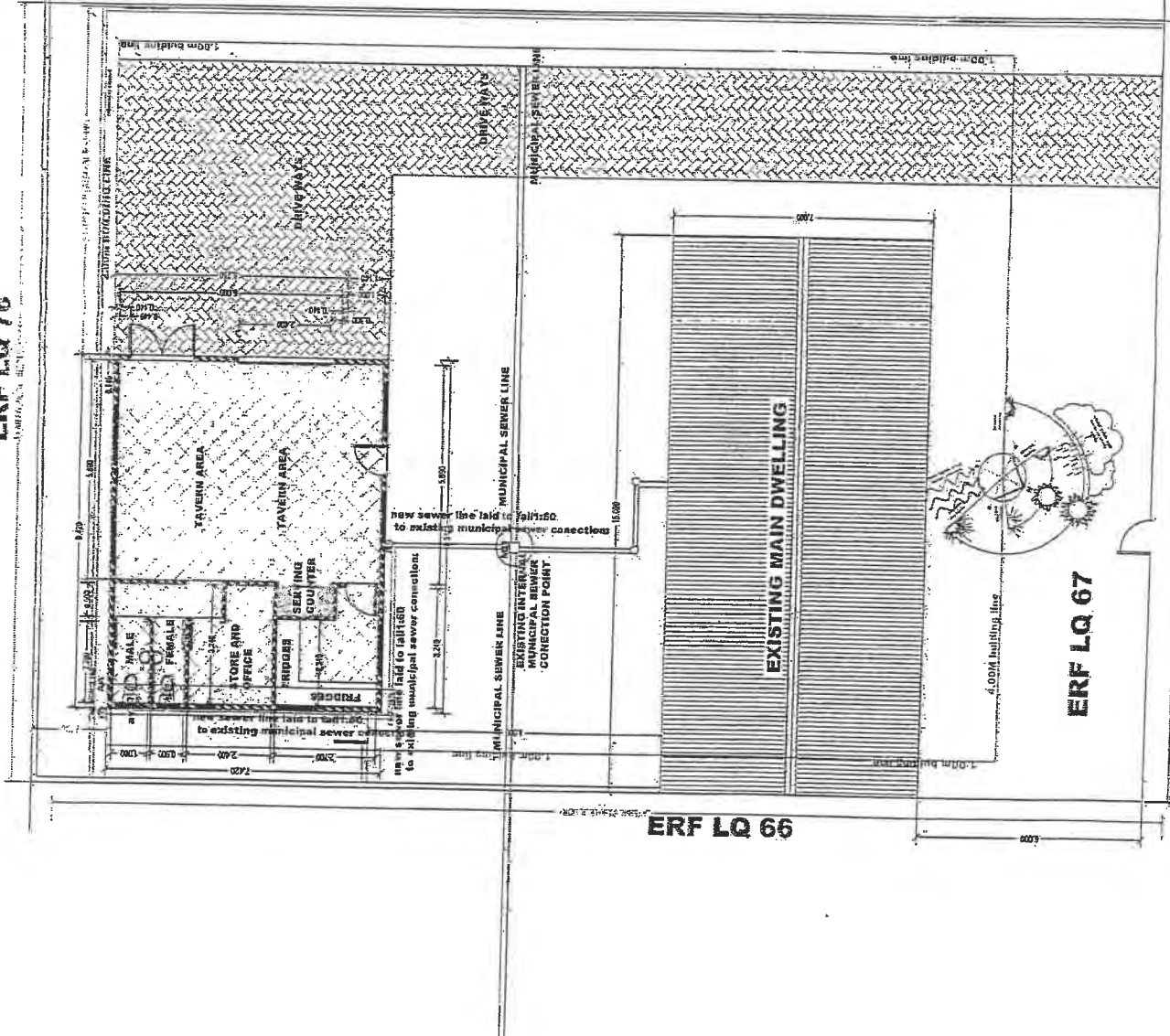
ERF LQ 66

ERF LQ 67

62 MAIN STREET

**GROUND FLOOR & SITE LAY-OUT**  
 scale:1:100

DRAWING TITLE: SITE DRAINAGE AWARDER.  
 GROUND AND SITE PLAN AWARDED





307

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**ANNEXURE 4:**

Comment from the Director: Engineering Services

ERF LA 76

T 308 -7 A'w.

81

INTERDEPARTMENTAL CIRCULATION FORM

LEER VERW / FILE REF	ERF 67 LANQUEDOC	DATUM / DATE	12/05/2017
AANSOEKNUMMER / APPLICATION NUMBER	LU/4792		
MEMO AAN/ TO :			
<input checked="" type="checkbox"/>	Director : Electrical Department		
<input checked="" type="checkbox"/>	Manager : Engineering Department		
<input checked="" type="checkbox"/>	Manager : Property Management		
<input checked="" type="checkbox"/>	Manager : Community Services		
<input checked="" type="checkbox"/>	Manager : Spatial Planning / Heritage / Environment / Signage		
<input checked="" type="checkbox"/>	Manager: Building Development Management		
	Manager: Law Enforcement		
	Manager: Health Department (Winelands Health)		
	Manager: Parks		
<input checked="" type="checkbox"/>	Manager: LED		
	Manager : Legal Services		



1442 Lure  
 July 22/5/2017

<b>Application</b>	Application is made in terms of Section 15(2)(c) of the Stellenbosch Municipality Land Use Planning By-Law, 2015 for a <u>temporary departure</u> to permit the use of an existing garage as a tavern on Erf 67, Languedoc.
<b>Adres / Address</b>	60 Main Street
<b>Aansoek Datum / Application Date</b>	25 July 2016
<b>Aansoeker / Applicant</b>	KP Siyothula

Aangeheg vind u tersaaklike dokumentasie in verband met bogenoemde aansoek. Ten einde my in staat te stel om die aansoek aan die besluitnemingsowerheid vir oorweging voor te lê; word u versoek om my skriftelik van u kommentaar, indien enige, te voorsien. Onderskei asseblief tussen algemene kommentaar op die meriete van die aansoek en enige voorwaardes wat u departement wil opleë indien die aansoek goedgekeur word.

Attached please find the relevant documentation regarding the abovementioned application. Kindly furnish me with your written comment, if any, in order to enable me to submit the application to the decision making authority for consideration. Please differentiate between general comment on the merits of the application and any conditions that your department wishes to impose should the application be approved.

Geliewe die memorandum per hand aan my terug te besorg voor of op: 12/06/2017  
 Please hand deliver the memorandum to me on or before :

U von Molendorff  
 For DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

E 67 LQ

**ALGEMENE KOMMENTAAR / GENERAL COMMENT:**

.....

.....

.....

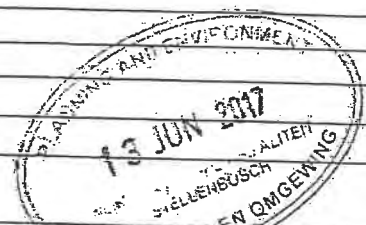
**VOORWAARDES/CONDITIONS:**  
 Traffic Engineering: Re Command for Approval 2017/06/30  
 ENG services: Recommended for approval. Temporary departure, therefore no fee applicable. Fee will be applicable if another departure is applied for

<b>HANDTEKENING / SIGNATURE</b>	<b>DATUM / DATE</b>
<i>[Signature]</i>	30 June 2016

INTERDEPARTMENTAL CIRCULATION FORM

24  
90

L&ER VERW / FILE REF	ERF 67 LANQUEDOC	DATUM / DATE	12/05/2017
AANSOEKNUMMER / APPLICATION NUMBER	LU/4792		
MEMO AAN/ TO :			
<input checked="" type="checkbox"/>	Director : Electrical Department		
<input checked="" type="checkbox"/>	Manager : Engineering Department		
<input checked="" type="checkbox"/>	Manager : Property Management		
<input checked="" type="checkbox"/>	Manager : Community Services		
<input checked="" type="checkbox"/>	Manager : Spatial Planning / Heritage / Environment / Signage		
<input checked="" type="checkbox"/>	Manager: Building Development Management		
	Manager: Law Enforcement		
	Manager: Health Department (Winelands Health)		
	Manager: Parks		
<input checked="" type="checkbox"/>	Manager: LED		
	Manager: Legal Services		



Application	Application is made in terms of Section 15(2)(c) of the Stellenbosch Municipality Land Use Planning By-Law, 2015 for a temporary departure to permit the use of an existing garage as a tavern on Erf 67, Languedoc.
Adres / Address	60 Main Street
Aansoek Datum / Application Date	25 July 2016
Aansoeker / Applicant	KP Siyothula

Aangeheg vind u tersaaklike dokumentasie in verband met bogenoemde aansoek. Ten einde my in staat te stel om die aansoek aan die besluitnemingsowerheid vir oorweging voor te lê, word u versoek om my skriftelik van u kommentaar, indien enige, te voorsien. Onderskei asseblief tussen algemene kommentaar op die meriete van die aansoek en enige voorwaardes wat u departement wil opleë indien die aansoek goedgekeur word.

Attached please find the relevant documentation regarding the abovementioned application. Kindly furnish me with your written comment, if any, in order to enable me to submit the application to the decision making authority for consideration. Please differentiate between general comment on the merits of the application and any conditions that your department wishes to impose should the application be approved.

Geliewe die memorandum per hand aan my terug te besorg voor of op: 12/06/2017.  
Please hand deliver the memorandum to me on or before :

U von Molendorff  
For DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

ALGEMENE KOMMENTAAR / GENERAL COMMENT:

E6748  
521281

None

VOORWAARDES/CONDITIONS :

for electricity contact Eskom - Outside network area

HANDTEKENING / SIGNATURE

12/06/17  
DATUM / DATE

91

**ANNEXURE 5:**

Comment from Spatial Planning, Heritage and Environment



311

25  
92



**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

*Spatial Planning, Heritage and Environment*

To : Head: Customer Interface & Administration  
From : Manager: Spatial Planning, Heritage & Environment  
Date : 20 June 2017  
Re : Application for departure: Erf 67, Lanquedoc

I refer to your request for comment on the above application.

This department has no objection.



*B. de la Bat*

B de la Bat

MANAGER: SPATIAL PLANNING, HERITAGE AND ENVIRONMENT

E 67 LG

S22239



313

(20)

INTERDEPARTMENTAL CIRCULATION FORM

ER VERW / FILE REF | ERF 67 LANQUEDOC | DATUM / DATE | 12/05/2017

AANSOEKNUMMER / APPLICATION NUMBER | LU/4792

MEMO AAN/ TO :

- Director : Electrical Department
- Manager : Engineering Department
- Manager : Property Management
- Manager : Community Services
- Manager : Spatial Planning / Heritage / Environment / Signage
- Manager: Building Development Management
- Manager: Law Enforcement
- Manager: Health Department (Winelands Health)
- Manager: Parks
- Manager: LED
- Manager : Legal Services

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Application	Application is made in terms of Section 15(2)(c) of the Stellenbosch Municipality Land Use Planning By-Law, 2015 for a temporary departure to permit the use of an existing garage as a tavern on Erf 67, Languedoc.
Adres / Address	60 Main Street E 67 LA
Aansoek Datum / Application Date	25 July 2016
Aansoeker / Applicant	KP Siyothula

S16114

Aangeheg vind u tersaaklike dokumentasie in verband met bogenoemde aansoek. Ten einde my in staat te stel om die aansoek aan die besluitnemingsowerheid vir oorweging voor te lê, word u versoek om my skriftelik van u kommentaar, indien enige, te voorsien. Onderskei asseblief tussen algemene kommentaar op die meriete van die aansoek en enige voorwaardes wat u departement wil opleë indien die aansoek goedgekeur word.

Attached please find the relevant documentation regarding the abovementioned application. Kindly furnish me with your written comment, if any, in order to enable me to submit the application to the decision making authority for consideration. Please differentiate between general comment on the merits of the application and any conditions that your department wishes to impose should the application be approved.

Geliewe die memorandum per hand aan my terug te besorg voor of op: 12/05/2017  
Please hand deliver the memorandum to me on or before :



U von Molendorff  
For DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

ALGEMENE KOMMENTAAR / GENERAL COMMENT:

*New tavern to comply with Part 5 SANS 10400 (facilities for disable people)*

VOORWAARDES/CONDITIONS:

*[Signature]*  
HANDTEKENING / SIGNATURE

12/05/2017  
DATUM / DATE

314

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**ANNEXURE 7:**

Objection & petition

315

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Mr. LCA Leibrandt  
 P O Box 194  
 Groot-Drakenstein  
 7680

The Director; Planning & Economic Development  
 Stellenbosch Municipality  
 P O Box 17  
 Stellenbosch  
 7599

2 June 2017



Dear Sir/Madam

520156

Re: Application for Temporary Departure: Erf 67, Lanquedoc (Reference number LU/4792)

Your communication to me, dated 12 May 2017, regarding an application for temporary departure for Erf 67, Lanquedoc (Reference number LU/4792) refers.

In terms of Section 50 of the Stellenbosch Municipal Land Use Planning By-law, I wish to submit the following reasons why the said application should **NOT** be granted:

- The applicant is applying to "convert the existing double garage to a tavern...to conduct bussines (sic) from the existing premises...". At the time of writing, there was no existing double garage on Erf 67. Moreover, despite the pending status of his application, the applicant is already operating illegally. The applicant's immediate neighbours have also reported unacceptable noise levels throughout the night – clear signs of the applicant's lack of respect not only for the community and his immediate neighbours.
- The applicant claims that as per his "servey and public enquiry (sic)..., there is a much need pr a safe and secure place for the local people to be severved (sic)". I wish to submit that, according to my knowledge, no such survey and enquiry had been done. If so, I, as a resident within close proximity of Erf 67, have not been consulted nor have I participated in any survey/enquiry of any nature.
- The applicant claims that the tavern will provide a "safe and secure" place of entertainment, but does not elaborate and explain how he will guarantee this at the proposed establishment. Lanquedoc already has a legal tavern in Akkerlaan that, since its establishment caused numerous problems including unacceptable noise levels throughout the night, road blockages due to lack of parking facilities, and littering, amongst others. The applicant does not explain how his establishment will operate and be managed in an orderly fashion in terms of security, noise levels, operating hours, and legally adhering to South Africa's liquor laws; particularly in terms of the prevention of selling alcohol to youth under the legal drinking age. Through his current illegal operations, he is already contravening these laws and, as

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with the experience with the tavern in Akkerlaan, the situation in all likelihood will not change under the auspices of legal regulation. I wish the municipality to also note that most of the residents in Main Road are elderly persons and widows, many suffering from chronic illnesses. The kind of disruption that the applicant's establishment already brings is therefore not good for their health and psyche.

- The applicant claims that the establishment will contribute to the economy of Stellenbosch and "employ (sic) local residents from Lanquedoc", without providing any evidence to this effect. In fact, another tavern in Lanquedoc will probably achieve the exact opposite where the economically vulnerable and unemployed will be tempted to spend the little money they have on alcohol. Lanquedoc is a small rural town plagued with various socio-economic challenges, including poverty and joblessness; factors that make especially the youth susceptible to the social ills associated with irresponsible drinking. I wish to bring to your attention the following statistics regarding alcohol abuse in the Western Cape, as published by the Western Cape Government:

- 35.2% of Western Cape learners in Grades 8 - 11 binge drink – more than any other province.
- 7-10% of our GDP or R165 236 billion is the estimated loss to South Africa's economy due to alcohol-related harms.
- 70% of crimes in our communities are linked to substance abuse.
- 67% of domestic violence in our communities is alcohol related.
- 70% of trauma victims in our hospitals test positive for alcohol.
- 18-26% of Grade 1 learners in certain high-risk communities showed signs of Foetal Alcohol Spectrum Disorder.

These statistics could probably be applied to the microcosm that is Lanquedoc. Another tavern will therefore perpetuate these trends and further contribute to the vicious cycle of poverty that many of the socially vulnerable in this community have been unable to escape.

The Main Street of Lanquedoc is a beautiful street with a rich historical heritage. A tavern - legal or illegal - will destroy this image in its entirety. Due to the reasons listed above, I therefore **strongly oppose** the applicant's application for a tavern in Main Street, Lanquedoc.

Yours sincerely,

  
 \_\_\_\_\_  
 Mr LCA Lelbrandt

Signature of people against the opening of Tavern at:  
 Siyotula KP  
 Main Street 62 and 67  
 Lanquedoc  
 Groot Drakenstein  
 Stellenbosch Municipality

SECRETARY : \_\_\_\_\_

TREASURER : \_\_\_\_\_

Name	Signature	Address
Maggie Annis	M Annis	HOOFSTRAAT 2
Sally Girdle	S. Girdle	HOOFSTR. 45
Susan Cister	Susan Cister	HOOFSTR. 54
BENE CURRADO	B. CURRADO	HOOFSTR. 45
LENTE SUAREZ	L. SUAREZ	HOOFSTR. 55
Julian CISTER	J. Cister	HOOFSTR. 54
MILK CARELSE	M. CARELSE	LELIESTR. 240
LOUISE SWARRE	L. SWARRE	HOOFSTR. 55
GERALD GOSHAI	G. GOSHAI	HOOFSTR. 56
CLARA GOSHAI	C. GOSHAI	HOOFSTR. 56
GERALDINE DEKORER	G. DEKORER	HOOFSTR. 56
Alicia Jacobs	A. J.	LELIESTR. 250
KAREN ZIEBES	K. ZIEBES	HOOFSTR. 45
Aveline Saunders	A. SAUNDERS	HOOFSTR. 46
Keith Saunders	K. SAUNDERS	HOOFSTR. 46
MARGARET CLARK	M. CLARK	HOOFSTR. 50
Yolani Carelse	Y. CARELSE	DALLIA 14
TSALE CARELSE	T. CARELSE	DALLIA 14
Colene Carelse	C. CARELSE	DALLIA 4
Nolene Carelse	N. CARELSE	DALLIA 1
Tyrosie Daniels	T. DANIELS	DALLIA 4
A. ELDERIS	A. ELDERIS	DALLIA 3
Lourens Elders	L. ELDERIS	DALLIA 3
Lee-Kay Elders	L. ELDERIS	" " 11
Sasha Elders	S. ELDERIS	" " 11
Randa Elders	R. ELDERIS	" " 11
Phyllis van der Merwe	P. VAN DER MERWE	HOOFSTR. 174
Marilyn van der Merwe	M. VAN DER MERWE	HOOFSTR. 174
Freda Leibbrandt	F. LEIBBRANDT	HOOFSTR. 43
Lindel Leibrandt	L. LEIBBRANDT	HOOFSTR. 43
CARIBANI SCHRAAF	C. SCHRAAF	HOOFSTR. 43
DENOWEN WILLIAMS	D. WILLIAMS	HOOFSTR. 67

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Signature of people against the opening of Tavern at:  
 Siyotula KP  
 Main Street 62 and 67  
 Lanquedoc  
 Groot Drakenstein  
 Stellenbosch Municipality

CHAIRMAN \_\_\_\_\_  
 SECRETARY \_\_\_\_\_  
 TREASURER \_\_\_\_\_

Name	Signature	Address
Dieter Mend	[Signature]	Lanquedoc
Maria Kleinschmidt	[Signature]	Langkloof
Bonny Tjemie	[Signature]	Vuopstraat
Sarah Dietzen	[Signature]	Abeloo
Thomas Klein Schmidt	[Signature]	Langkloof
Arthur Adams	[Signature]	Vuopstraat
Louisa Adams	[Signature]	Vuopstraat
Neelina Klein Schmidt	[Signature]	Abeloo
Lillian Williams	[Signature]	Abeloo Protektaan
Maureen Anthony	[Signature]	Bergsigstr
Joseph Goshou	[Signature]	Abeloo
Neelene Parsons	[Signature]	Ganka laan 22
AS Parsons	[Signature]	Ganka laan 22
JACQUELINE HADIE	[Signature]	Erika laan 22
MAGARENE	[Signature]	" "
Nicole Goshou	[Signature]	Wolvestraat 223
MAGDALENE STOFFES	[Signature]	LANGUEDOC
AMELIA VAN WYK	[Signature]	LANGUEDOC
David Parsons	[Signature]	Langquedoc
Han Adams	[Signature]	Talbotstraat
Forch Anthony	[Signature]	Bergsigstraat
Peter Anthony	[Signature]	Bergsigstraat
Richard Klein Schmidt	[Signature]	Abeloo
John Harris	[Signature]	Erika laan
Mary Harris	[Signature]	Erika laan
Arthur Zela	[Signature]	Langquedoc
George Afrika	[Signature]	Langquedoc
Lenie Afrika	[Signature]	Langquedoc
CRYSTAL MOSES	[Signature]	Langquedoc
MARITZA MOSES	[Signature]	Langquedoc
Frederick	[Signature]	Langquedoc
Antonie	[Signature]	Langquedoc
John LUKKAMP	[Signature]	
Kleop LUKKAMP	[Signature]	
JANIE MANVELL	[Signature]	
DOE	[Signature]	
LIDIAN	[Signature]	TOLBOS-STRAAT
DAVID	[Signature]	
JOHN	[Signature]	
HWIE	[Signature]	
CHARLENE MOSE	[Signature]	
CHARLENE Solomons	[Signature]	14 Kloofstr.
DEBORAH Solomons	[Signature]	14 Kloofstr.



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**ANNEXURE 8:**  
Response to objections

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# LIQUOR

## AGENCY

Application number: LU/4792

20 September 2017

CITY MANAGER  
Stellenbosch Municipality  
PO Box 17  
Stellenbosch  
7599

RESPONSE ON A PETITION AGAINST OUR APPLICATION IN TERMS OF SECTION 15(2)(C) OF THE STELLENBOSCH MUNICIPAL PLANNING --BY LAW, 2015 ; ERF 67 Lanquedoc

Dear Honorable Town Planner

Having considered the petition and a letter which both object to our application which was launched in August 2016 for a Temporary departure to support a Liquor Outlet in Lanquedoc.

We would like to refer you to the section 49 of the Municipal Planning By-Law which reads.

#### Requirements for petitions

49. (1) Comments in respect of an application submitted by the public in the form of a petition must clearly state—

- (a) the contact details of the authorised representative of the signatories of the petition;
- (b) the full name and physical address of each signatory; and
- (c) the comments and reasons therefor.

(2) Notice to the person contemplated in subsection (1)(a) constitutes notice to all the signatories to the petition.

Based on the section 49 above we believe that the petition failed to meet the legal requirement to be considered since we appeal it must be dismissed. We further refer you to our Public

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participation and letters of support from Neighbors, Ward Councilor and Local football club. We further request if possible a short hearing must be considered based on the Audi al Partium rule for everyone to be given a chance however we are very concern with the snail pace this application is moving ever since it was lodge we believe that our client is severely prejudice by this application not finalized.

**"Public Interest"**

"The Public" is a term of uncertain import, it must be limited in every case by the context in which it is used. It does not generally mean the inhabitants of the world or even the inhabitants of this country. In the any specific context it may mean for practical purposes only the inhabitants of a village or such members of the community as particular advertisements would reach, or who would be interested in any particular matter professional, political, social, artistic, or local. In the case of a dramatic work the public may be regarded as including persons to whom the drama appeals, but that again must be limited by local or other conditions. Thus it is clear that by 'public' is meant, in the words of Bowen LJ, "a portion of the public". That particular portion of the public which is meant may sometimes be very small indeed."

We also would like to refer you to the case of Maharaj v Chairman Liquor Board 1997 (1) SA 273 NPD where the Learned Judge remarked as follows on p281H:

"It is of course essential to determine what the phrase "in the public interest" means. Paraphrasing the dicta in a number of cases it may be said to be encapsulated in the following propositions:

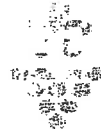
- (a) It does not mean that the public whose interest is to be served in necessarily to be widely representative of the general public.
- (b) It means that the public would be better served if the applicant were granted the license than the existing state of affairs was to continue.
- (c) It is not the national interest that is intended but that of the inhabitants in the area for which it is sought or visitors to that area.

We humble appeal that this application be granted as it meet the applicable criteria of granting the departure.

Yours faithfully

.....  
 Tulani Pike (Mr.)  
 Liquor Licence Consultant  
 Liquor Licensing Agency

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STELLENBOSCH WDO 23 WYK/WARD 3  
STELLENBOSCH • FRANSCHOCK  
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT  
Cnr Charles Manuel Ward 3  
021-800 8137/074 686 2364  
Charles.manuel@stellenbosch.gov.za

Aan wie dit mag gaan

Hiermee gee die Wykskomitee van Wyk 3 hul volle ondersteuning aan Willie Siyochula Hoofstraat 60 id nommer 851220 539 409 9, met die poging om aansoek te doen vir 'n dranklisensie (onconsumption).

Ons wens hom alre sterkte toe.

Dankie

MUNICIPALITY - MUNISIPALITEIT  
STELLENBOSCH

WARD 3  
COUNCILLOR: S. M. M. M. M.

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EMAIL: lanquedocallstarsrfc@gmail.com  
 Join us @ Facebook  
 FAX : 086 776 6625



CONTACT NUMBERS:  
 Chairperson: 0754761895  
 Secretary: 0715517792

Aan wie dit mag gaan

Hiermee bevestig Lanquedoc ALL Stars r.f.c dat Willie Siyothula betrokke is by die klub interne van borgskappe, en dat hy goeie werk in die gemeenskap doen.

Die inisiatief waarmee hy besig is om 'n tavern te open in Lanquedoc word ondersteun deur die klub, siende daar nie werklik ontspanning geriewe is vir die spelers en ook oor 18 jariges nie.

Ons sal dit waardeur as u sy aansoek oor weeg.

Groete

Sekretaris

071 551 779 2

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**PETITION IN SUPPORT**

OF THE TEMPORARY DEPARTURE AND A LIQUOR LICENCE FOR WILLIE'S TAVERN WHICH IS SITUATED AT : Erf: 67, 60 Main Street, Lanquedoc, Groot Drakenstein, 7601

We the undersign hereby grant consent IN SUPPORT for Mr. Willie Siyothula (ID No.: 851220 5394 089) for his Liquor Licence (Willie's Place) and a Temporary Departure.

No	Name	Surname	Address	Signature
1	Zandri	Sau's	Lanquedoc, 22	[Signature]
2	Kathie	Wrede	Lanquedoc, 54	[Signature]
3	Klaaroen	Africa	Hoofstraat 57	[Signature]
4	Burton	Green	Hoofstraat 68	[Signature]
5	Gertman	Van Wyk	Widdelstraat	[Signature]
6	Thobala	Siyothula	Hoofstraat	[Signature]
7	Werner	Wises	Hoofstraat 66	[Signature]
8	N. B. Rombo	Brombo	ADGE	[Signature]
9	JOHNELY	ADAMS	Groendal	[Signature]
10	CHRISTIE	Jacobs	Hoofstraat 50	[Signature]
11	Christina	Fredericks	Widdelstraat 59	[Signature]
12	Leenie	SIABERTS	Hoofstraat 55	[Signature]
13	Fredie	Jansen	Hoofstraat 57	[Signature]
14	ARTHUR	Waters	Hoofstraat 53	[Signature]
15	George	Simpson	DISA STREET 323	[Signature]
16	David	MATHIAS	DISA STREET 326	[Signature]
17	Zolima	Mutshere	DISA STREET 321	[Signature]
18	Brendael	Geisje	Hoofstraat 68	[Signature]
19	Senele	Hani	Lanquedoc Erfnr 120	[Signature]
20	ZIMATHA	Zwabe	Lanquedoc 646	[Signature]

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**PETITION IN SUPPORT**

OF THE TEMPORARY DEPARTURE AND A LIQUOR LICENCE FOR WILLIE'S TAVERN WHICH IS SITUATED AT : Erf: 67, 60 Main Street, Lanquedoc, Groot Drakenstein, 7681

We the undersign hereby grant consent IN SUPPORT for Mr. Willie Snythula (ID No.: 851220 5394 089), for his Liquor Licence (Willie's Place) and a Temporary Departure.

No	Name	Address	City	Signature
1	Graham Oasson	Burke 153	W	
2	Johndrey Adams	Tollbos 3160	J Adams	
3	Erika Gertse	Wildekloof 383	Gertse	
4	TRISTIA GERTSE	Rustenburg	Disa 365	Gertse
5	Hastings Roodias	Disa 365	Hastings	
6	Janine Porsley	Wildekloof 477	Porsley	
7	LIONEL KLASSEN	Sukerbos 474	Klassen	
8	Graham Oasson	Burke 153	AJ OASSON	
9	Graham Oasson	Burke 153	Graham	
10	Christopher PREDERICKS	Hoodkloof	Pred	
11	Ryan Diedericks	Wildekloof	Diedericks	
12	ASEERIE GILBERT	Hoodkloof	GILBERT	
13	Melindiel Babes	Groot Drakenst 287	Babes	
14	CHRISTO WILKINS	Leliestr.	Christo	
15	Caroé MOORS	172 Tollbos	Caroé	
16	Chandee Samuels	2 Erika	Chandee	
17	Erin Adams	Hoodkloof 155	Adams	
18	BRADLEY AUGUST	Sindvinn	Bradley	
19	MERUPT LENOZ	11	Merupt	
20	T. Molgale	Sindvinn	Molgale	

**PETITION IN SUPPORT**

OF THE TEMPORARY DEPARTURE AND A LIQUOR LICENCE FOR WILLIE'S TAVERN WHICH IS SITUATED AT : Erf: 67, 60 Main Street, Languedoc, Groot Drakenstein, 7684

We the undersign hereby grant consent IN SUPPORT for Mr. Willie Siyothula (ID No.: 851220 5394 089) for his Liquor Licence (Willie's Place) and a Temporary Departure.

No	Name	Surname	Address	Signature
1	Waylin	Louw	Bergsig Straal	[Signature]
2	Ribusico	Gale	47 Vanu Street	[Signature]
3	Sthunke	(G) (S) L (A)		[Signature]
4	THAPelo	SiPAMWA	DWA	[Signature]
5	WELVEL	SIRYJALS	GROENDAL	[Signature]
6	GROEB	STROMAN	GROENDAL	[Signature]
7	LORENZO	FRANCOIS	GROENDAL	[Signature]
8	POWZO	DONDI	GROENDAL	[Signature]
9	DEWILDE	TSIMENBA	GROENDAL	[Signature]
10	FRANCOIS	TOURIS	GROENDAL	[Signature]
11	GROENDAL	BRANCH	LIJDEKER STRAAL	[Signature]
12	COL	LILLOES	HOEF STRAAL 5 1/2	[Signature]
13	John Louw	Louw	Bergsig Straal	[Signature]
14	Chester	Benjamin	HOEF STRAAL 22	[Signature]
15	Ray	MASIFU	HOEF STRAAL 24	[Signature]
16	Stanley	Adams	HOEF STRAAL 58	[Signature]
17	Wife	YAPU	ALICE LAAN 224	[Signature]
18	Wife	MASIFU	ALICE LAAN 245	[Signature]
19				
20				



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**ANNEXURE 9:**

Letter of support from the Ward Councilor

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STELLENBOSCH WCO 23 WYK/WARD 3  
 STELLENBOSCH • PNIEL • FRANSCHOEK  
 MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

**Clr Charles Manuel Ward 3**

e-mail: Charles.manuel@stellenbosch.gov.za  
 021-808 8187/073 013 2007

Aan: wie dit mag gaan

Graag wil ek Raadslid Charles Manuel, vir Willie Siyothula woornagtig in Lanquedoc 60 hoofstraat ondersteun in sy inisiatief om 'n besigheid op die been te bring. Hy is 'n jeugdige en dit is my plig as raadslid om jong mense aan te moedig om hul eie geregistreerde besighede te begin siende ons in die land met 'n werkloosheid probleem sit, sodoende kan hy in die gemeenskap ook werk skep.

Lanquedoc het geen ontspanning geriewe vir ons jong mense nie, en dis moet hulle uit die plek beweeg, om hulle te gaan geniet, wat baie gevaarlik kan wees, met sy inisiatief (besigheid) kan baie van ons jong mense vir hulle in Lanquedoc geniet.

Willie is n baie goed gedissiplineerde jongman en is hardwerkend. Die gemeenskap ken hom as persoon wat goeie invloede het en baie goeie bedoeelings.

Ek as Raadslid steun hom en my goeie wense vergesel sy wense oral heen waar hy pöög om onse land en ekonomie te verbeter!

Dankie

Respektvol

Charles Manuel

MUNICIPALITY - MUNISIPALITEIT  
 STELLENBOSCH

03 MAR 2011

WARD: 3  
 COUNCILLOR

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ANNEXURE 10:

Notice to affected property owners

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Application Number: LU/4792  
 Erf Number: Erf 67, Lanquedoc  
 Your Reference Number:  
 Enquiries: L Ramakuwela / U von Molendorff  
 Contact No. 021808 8645/ 8682  
 Date: 12 May 2017

FILE NR:	OUTGOING POST
ERF 6710	LU/4792
SOAV NR:	
COLLABORATOR NR:	
	316313

**REGISTERED MAIL / GEREGISTREERDE POS**

Sir/Madam

**APPLICATION FOR TEMPORARY DEPARTURE: ERF 67, LANQUEDOC.****AANSOEK OM TYDELIKE AFWYKING: ERF 67, LANQUEDOC.**

Applicant:	KP Siyothula
Owner:	Stellenbosch Municipality
Reference number:	LU/4792
Property Description:	Erf 67, Lanquedoc
Physical Address:	60 Main Street

Detailed description of proposal: Application is made in terms of Section 15(2)(c) of the Stellenbosch Municipality Land Use Planning By-Law, 2015 for a temporary departure to permit the use of an existing garage as a tavern on Erf 67, Lanquedoc.

Notice is hereby given in terms of the Stellenbosch Municipal Land Use Planning By-law that the abovementioned application has been received and is available for inspection during weekdays between 08:30 and 13:30 at the Planning Advice Centre at Stellenbosch Municipality, Plein Street, Stellenbosch. Any written comments/objections, with full reasons therefore, may be addressed in terms of Section 50 of the said legislation to the Director: Planning and Economic Development, Stellenbosch Municipality, P O Box 17, Stellenbosch, 7599 or faxed to 021 886 6899 on or before 30 days from the date of registration of this notice, quoting your, name, address, contact details, interest in the application and reasons for your comments. Telephonic enquiries can be made to L Ramakuwela at 021- 808 8645. Any comment/objection received after aforementioned closing date will be considered invalid. Any person who cannot write will be assisted by a Municipal official by transcribing their comments.

20/6/17

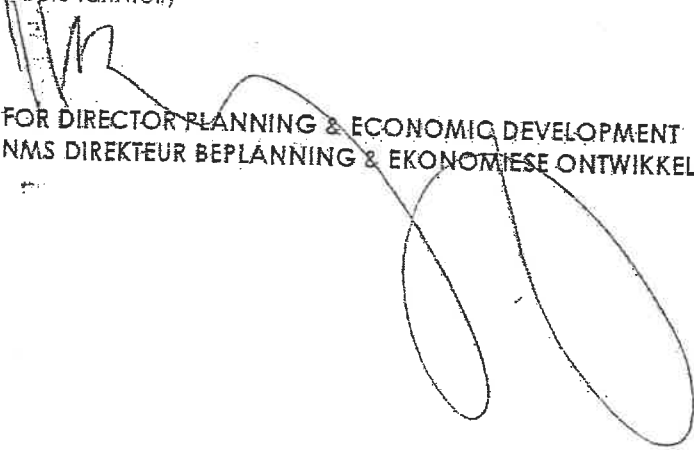
Aansoeker: KP Siyothula  
 Naam: Stellenbosch Munisipaliteit  
 Aansoeknommer: LU/4792  
 Eiendomsbeskrywing: Erf 67, Lanquedoc  
 Fisiese Adres: Hoofweg 60

Beskrywing van aansoek:

Aansoek word gedoen ingevolge Artikel 15(2)(c) van die Stellenbosch Munisipaliteit Verordening op Grondgebruikbeplanning, 2015 vir 'n tydelike afwyking ten einde die gebruik van 'n bestaande motorhuis as 'n taverne op Erf 67, Lanquedoc, aan te wend.

kennis geskied hiermee ingevolge die Stellenbosch Munisipaliteit Verordening op Grondgebruikbeplanning dat die bogenoemde aansoek ontvang is en gedurende weksdae tussen 08:30 en 13:30 by die Beplanningsadvieskantoor by Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch ter insae lê. Enige geskrewe kommentare/besware, met volledige redes daarvoor, moet ingevolge Artikel 50 van die genoemde wetgewing aan die Direkteur : Beplanning en Ekonomiese Ontwikkeling, Stellenbosch Munisipaliteit, Postbus 17, Stellenbosch, 7599 gerig word of gefaks word aan 021 886 8899 op of voor 30 dae vanaf die datum van registrasie van hierdie kennisgewing, met vermelding van die aansoeknommer, verwysingsnommer, u naam, adres en kontakbesonderhede, belangstelling in die aansoek en redes vir kommentaar. Telefoniese navrae kan aan L Ramakuwele by tel 021 - 808 8645 gerig word. Enige kommentaar/beswaar ontvang na die voormelde sluitingsdatum sal as ongeldig geag word. Enige persoon wat nie kan skryf nie sal deur 'n Munisipale-amptenaar bygestaan word om hul kommentaar op skrif te stel.

Yours faithfully

  
 FOR DIRECTOR PLANNING & ECONOMIC DEVELOPMENT  
 NMS DIREKTEUR BEPLANNING & EKONOMIESE ONTWIKKELING

113

Munisipaliteit Stellenbosch Municipality,  
Posbus / P O Box 17  
STELLENBOSCH  
7593

**REGISTERED LETTERS: ERF 67, LANQUEDOC**

LCA Leibbrandt  
P O Box 194  
Groot Drakenstein  
7680

**REGISTERED LETTER**  
*(with a domestic insurance option)*  
ShareCall 0860 111 502 www.sapo.co.za  
RC238466821ZA  
CUSTOMER COPY 301028R

G Cupido  
Hoofweg 45  
Lanquedoc  
Groot Drakenstein  
7680

**REGISTERED LETTER**  
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G Mouton  
Hoofweg 47  
Lanquedoc  
Groot Drakenstein  
7680

**REGISTERED LETTER**  
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RC238466849ZA  
CUSTOMER COPY 301028R

P Martin  
Hoofweg 49  
Lanquedoc  
Groot Drakenstein  
7680

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*(with a domestic insurance option)*  
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RC238466870ZA  
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J Japhia  
Hoofweg 51  
Lanquedoc  
Groot Drakenstein  
7680

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RC238466866ZA  
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S Nates  
Hoofweg 53  
Lanquedoc  
Groot Drakenstein  
7680

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ShareCall 0860 111 502 www.sapo.co.za  
RC238466897ZA  
CUSTOMER COPY 301028R

L Swartz  
Hoofweg 55  
Lanquedoc  
Groot Drakenstein  
7680

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ShareCall 0860 111 502 www.sapo.co.za  
RC238466883ZA  
CUSTOMER COPY 301028R

FJ Remas  
Hoofweg 57  
Lanquedoc  
Groot Drakenstein  
7680

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RC238466910ZA  
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AC Fredericks  
Hoofweg 59  
Lanquedoc  
Groot Drakenstein  
7680

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RC238466906ZA  
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**Stellenbosch**  
**10-05-2017**  
**Folio 4**  
**759g**

Munisipale Stellenbosch Municipality  
Posbus / P O Box 17  
STELLENBOSCH  
7599

M Arendse  
Hoofweg 61  
Lanquedoc  
Groot Drakenstein  
7680

REGISTERED LETTER  
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ShareCall 0860 111 502 www.sapo.co.za  
RC238466937ZA  
CUSTOMER COPY 301028R

H Pietersen  
Hoofweg 63  
Lanquedoc  
Groot Drakenstein  
7680

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(with a domestic insurance option)  
ShareCall 0860 111 502 www.sapo.co.za  
RC238466923ZA  
CUSTOMER COPY 301028R

Mev MT & A Adams  
Hoofweg 65  
Lanquedoc  
Groot Drakenstein  
7680

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J van Rooi  
Hoofweg 67  
Lanquedoc  
Groot Drakenstein  
7680

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ShareCall 0860 111 502 www.sapo.co.za  
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LA Scheepers  
Hoofweg 44  
Lanquedoc  
Groot Drakenstein  
7680

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RC238466971ZA  
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K Saunders  
Hoofweg 46  
Lanquedoc  
Groot Drakenstein  
7680

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H Abrahams  
Hoofweg 48  
Lanquedoc  
Groot Drakenstein  
7680

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(with a domestic insurance option)  
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RC238466999ZA  
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Mnr G Clarke  
Hoofweg 50  
Lanquedoc  
Groot Drakenstein  
7680

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RC238466955ZA  
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Stellenbosch  
18-05-2017  
Folio 4  
7599

115

W Davids  
Buchu Erf 183  
Lanquedoc  
Groot Drakenstein  
7680

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RC238467169ZA  
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Munisipaliteit Stellenbosch Municipality  
Posbus / P O Box 17  
STELLENBOSCH  
7599

P Philander  
Malvastraat 4  
Lanquedoc  
Groot Drakenstein  
7680

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H Adams  
Buchu Erf 185  
Lanquedoc  
Groot Drakenstein  
7680

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ShareCall 0860 111 502 www.sapo.co.za  
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J Schéepers  
Tolbos Erf 186  
Lanquedoc  
Groot Drakenstein  
7680

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RC238467212ZA  
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Stellenbosch

18-05-2017

Folio 4  
7599



116

G Konstabel  
Hoofwég 52  
Lanquedoc  
Groot Drakenstein  
7680

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RC238467019ZA  
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Munisipaliteit Stellenbosch Municipality  
Posbus / P O Box 17  
STELLENBOSCH  
7599

SJ Cijster  
Hoofwég 54  
Lanquedoc  
Groot Drakenstein  
7680

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ShareCall 0860 111 502 www.sapp.co.za  
RC238467005ZA  
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G Goshaj  
Hoofwég 56  
Lanquedoc  
Groot Drakenstein  
7680

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ShareCall 0860 111 502 www.sapp.co.za  
RC238467036ZA  
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A Daniels  
Hoofwég 58  
Lanquedoc  
Groot Drakenstein  
7680

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ShareCall 0860 111 502 www.sapp.co.za  
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CUSTOMER COPY 301028R

KP Muller  
Hoofwég 62  
Lanquedoc  
Groot Drakenstein  
7680

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ShareCall 0860 111 502 www.sapp.co.za  
RC238467053ZA  
CUSTOMER COPY 301028R

S Moses  
Hoofwég 64  
Lanquedoc  
Groot Drakenstein  
7680

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RC238467040ZA  
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H Moses  
Hoofwég 66  
Lanquedoc  
Groot Drakenstein  
7680

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RC238467075ZA  
CUSTOMER COPY 301028R

AE Gertse  
Hoofwég 68  
Lanquedoc  
Groot Drakenstein  
7680

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RC238467067ZA  
CUSTOMER COPY 301028R

C Anthony  
Bergsigstraat 2  
Lanquedoc  
Groot Drakenstein  
7680

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ShareCall 0860 111 502 www.sapp.co.za  
RC238467098ZA  
CUSTOMER COPY 301028R



117

Lanquedoc Housing Association  
Mr John Harris (CHAIRMAN)  
Lanquedoc Housing Association  
Ericalaan 13  
Lanquedoc  
Groot Drakenstein  
7680

REGISTERED LETTER  
(with a domestic insurance option)  
ShareCall 0860 111 502 www.sapo.co.za  
RC238467084ZA  
CUSTOMER COPY 301028R

Munisipaliteit Stellenbosch Municipality  
Posbus / P O Box 17  
STELLENBOSCH  
7599

K De Jager  
Buchu Erf 176  
Lanquedoc  
Groot Drakenstein  
7680

REGISTERED LETTER  
(with a domestic insurance option)  
ShareCall 0860 111 502 www.sapo.co.za  
RC238467115ZA  
CUSTOMER COPY 301028R

D Fortuin  
Buchu Erf 177  
Lanquedoc  
Groot Drakenstein  
7680

REGISTERED LETTER  
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ShareCall 0860 111 502 www.sapo.co.za  
RC238457107ZA  
CUSTOMER COPY 301028R

M Williams  
Buchu Erf 178  
Lanquedoc  
Groot Drakenstein  
7680

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(with a domestic insurance option)  
ShareCall 0860 111 502 www.sapo.co.za  
RC238467138ZA  
CUSTOMER COPY 301028R

FJ & SM Oosthuizen  
Buchu Erf 179  
Lanquedoc  
Groot Drakenstein  
7680

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(with a domestic insurance option)  
ShareCall 0860 111 502 www.sapo.co.za  
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CUSTOMER COPY 301028R

NP Mathews  
Buchu Erf 180  
Lanquedoc  
Groot Drakenstein  
7680

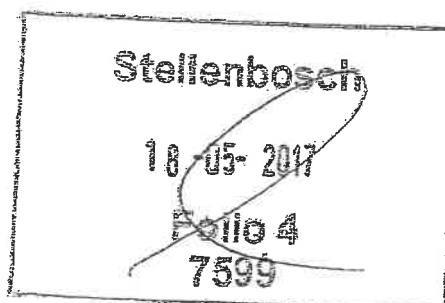
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D Perri  
Buchu Erf 181  
Lanquedoc  
Groot Drakenstein  
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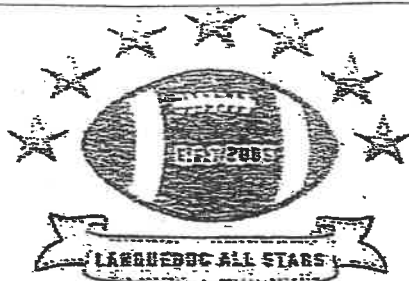
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T Magadlala  
Buchu Erf 182  
Lanquedoc  
Groot Drakenstein  
7680

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ShareCall 0860 111 502 www.sapo.co.za  
RC238467172ZA  
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118



EMAIL: lanquedocalstarsrfd@gmail.com  
 Join us @ Facebook  
 FAX: 086 776 6625

CONTACT NUMBERS:  
 Chairperson: 0754761895  
 Secretary: 0715517192

To whom it may concern

Dear Sir/Madam we Lanquedoc All Stars are very upset with the support letter that was attached to the liquor application of Mr Willie Siyothula. We never supported this application and we never issued a support letter for this application. Mr W. Siyothula was never involve at the club and the club also didn't received any sponsors from him in any way.

Mr G. Viljoen who is also the PA of Councillor C.Manuel was the secretary of the club at the time and must have issued this letter without discussed it with the clubs executive. We the executive of the club see this matter as a very serious matter and will take further steps.Thanks

For any inconveniences please contact club

Chairperson:

(Name) Barend Abrahams

(Signature).....

Cell: 073 549 2220

President:

(Name) Klaas Tities

(Signature).....

Cell: 063 122 3203



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Application Number: LU/4792  
Our File Reference Number: Erf 67, Lanquedoc  
Enquiries: Lenacia Kamineth  
Contact No: 021 808 8697  
Email address: [Lenacia.Kamineth@stellenbosch.gov.za](mailto:Lenacia.Kamineth@stellenbosch.gov.za)  
Date: 19 February 2018

## REGISTERED MAIL

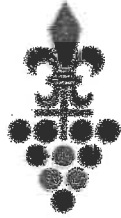
Mr Tulani Pike  
64 Jan Van Riebeeck Drive  
Huguenot  
**PAARL**  
7626

E-mail address: [piketulani@gmail.com](mailto:piketulani@gmail.com)

Dear Mr Pike

### APPLICATION FOR TEMPORARY DEPARTURE: ERF 67 LANQUEDOC (LU/4792)

1. The above mentioned application of your client, Mr K P Siyothula, has reference.
2. The Municipal Planning Tribunal, on the 26<sup>th</sup> of January 2018, **Refused** the application in terms of Section 60 of the Stellenbosch Municipal Land Use Planning By-Law.
3. The reasons for the above decision are as follows:
  - 3.1 The The proposed tavern will change the residential character of the area and the Main Road;
  - 3.2 The proposed tavern will have a negative impact on the value of adjoining properties;
  - 3.3 The applicant's motivation and response to objection did not address socio-economic concerns;
  - 3.4 Although the applicant complies with the minimum parking requirements, the four parking bays may not be sufficient when the tavern is fully occupied.



# STELLENBOSCH

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4. You are hereby informed of your right to appeal to the Appeal Authority in terms of section 79(2) of the said legislation.
5. If you intend to appeal, the appeal form, which can be obtained from our Advice Centre; Land Use Management, Ground floor, Plein Street, Stellenbosch or the municipal website at <http://www.stellenbosch.gov.za/planning>, must be completed and should be directed to the Appeal Authority and received by the Municipal Manager at PO Box 17, Stellenbosch, 7599 or faxed to 021 886 6899, or hand delivered to the Office of the Municipal Manager, third floor, Plein Street, Stellenbosch within **21 days of date notification** of this decision together with proof of payment of the appeal fee (only applicable for an applicant and not appellant). See the approved tariff structure on the municipal website:  
<http://www.stellenbosch.gov.za/documents/idp-budget/2017-2/4873-appendix-3-tariff-book-2017-2018/file>
6. You are requested to simultaneously serve notice of the appeal on any person who commented on the application and any other persons as the Municipality may determine. Proof of serving the notification must be submitted to the Municipality, within 14 days of serving the notification.
7. The notice must be served in accordance with Section 35 of the said legislation and in accordance with the additional requirements as may be determined by the Municipality. The notice must invite persons to comment on the appeal within 21 days from date of notification of the appeal.
8. Kindly note that no appeal right exists in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000.
9. Please be advised that the above decision is suspended and may therefore not be acted on until such time as the period for lodging appeals has lapsed, any appeal has been finalised and you've been advised accordingly.



# STELLENBOSCH

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Yours faithfully,

A handwritten signature in black ink, appearing to read "B. A. de la Sab".

**ACTING DIRECTOR PLANNING & ECONOMIC DEVELOPMENT**

**Copy to:** Mr LCA Leibrandt  
43 Main Road  
**GROOT DRAKENSTEIN**  
7680

122



**Application Number: LU/4792**

**Your File Reference Number: Erf67, Lanquedoc**

**Received: 21 February 2018**


**13 March 2018**

APPEAL AUTHORITY  
MUNICIPALITY MANAGER  
PO BOX 17  
Stellenbosch  
7599

**This is an application to appeal the decision of the Planning Tribunal in terms of section 79(2) of the Stellenbosch Municipal Planning By-Law (2015) for a Temporary Departure ERF 67, Lanquedoc lodged in August 2016 by Mr. K. P Siyothula :**

Attached please find a copy of the abovementioned appeal in terms of section 79(2) of the Stellenbosch Municipal Planning By-Law (2015) for your consideration and adjudication.

Yours faithfully



.....  
Tulani Pike (Mr.)  
*Liquor Licence Consultant*  
Liquor Licensing Agency

**This is an application to appeal the decision of the Planning Tribunal in terms of section 79(2) of the Stellenbosch Municipal Planning By-Law (2015) for a Temporary Departure ERF 67, Lanquedoc lodged in August 2016 by Mr. K. P Siyothula**

The Municipality Planning Tribunal on the 26<sup>th</sup> January 2018 Refused our application for Temporary Departure in terms of section 60 of the Stellenbosch Municipal Land Use Planning By-Law.

**1. Reasons for refusal:**

- 1.1 The proposed tavern will change the residential character of the area and the Main Road.
- 1.2 The proposed tavern will have a negative impact on the value of adjoining properties.
- 1.3 The applicant's motivation and response to objection did not address socio-economic concerns:
- 1.4 Although the applicant complies with the minimum requirements, the four parking bays may not be sufficient when the tavern is fully occupied. +

**2. We therefore respond as follows:**

**2.1. The proposed tavern will change the residential character of the area and the Main Road.**

We submit that there is no evidence to support this claim that by granting of this application it will change the residential character of the area and the main road. Whereas there is precedence that in the Area there is already a licenced outlet (**Mapisa Tavern**). There are about 11 illegal Sheebens currently operating with the area. This tavern is unlikely to attract non- residential customers as Lanquedoc is a secluded area.

**2. 2. The proposed tavern will have a negative impact on the value of adjoining properties.**

We submit that the area has already illegal structures like Wendy Houses all over and how can a Tavern which has plans approved by the Municipality will have a negative impact on the value of adjoin properties. The fact that applicant is applying for a Temporary Departure and a Licence and wants to operate a legal establishment should speak volumes.



### **2.3. The applicant's motivation and response to objection did not address socio-economic concerns:**

We submit that the granting of this application will not further any socio-economic concern that may exist in the area for the following reasons:

- The majority of the Youth in the area have jobs and are working in the surrounding farms.
- The applicant does not intend to sell cheap wine (Rooi Dopie) which is the most abused liquor in the area and is as result of FAS.
- The applicant will create some additional employment in the area.
- He will hire 2 security guards to ensure not prejudice will be caused to his patrons or neighbors.
- When a licence is granted by the Liquor Tribunal it is attaché with conditions.
- There is only one objector who will in no way be prejudice by this application because of his approximate.
- Whereas it is a characteristic of every farm villages to engage on alcohol abuse because of historic and apartheid reason Lanquedoc is far better than other area.
- A research conducted on crime stats in the area indicate there has not been a single death related to alcohol abuse in the area for the past 5 years compare to other areas of the Western Cape.
- The applicants commits to put CCTV cameras to ensure the safety of his patrons and his neighbors.

### **2.4. Although the applicant complies with the minimum requirements, the four parking bays may not be sufficient when the tavern is fully occupied. +**

We strongly submit as we stated before that there is enough parking space on-site for the applicants customers. We also further submit that the applicants target market are his immediate neighbors and will not drive to his premises.

### 3 Public Interest and Public Participation

- 3.1 We respectfully refers the Honorable tribunal to **Maharaj v Chairman Liquor Board 1997(1) SA 273 NPD** where the Learned Judge remarked as follows on p281H:
- “it is of course essential to determine what the phrase “in the public interest” means Paraphrasing the dicta in a number of cases it may be said to be encapsulated in the following propositions:
- (a) It does not mean that the public whose interest is to be served is necessarily to be widely representative of the general public.
- (b) It means that the public would be better served if the applicant were granted the licence than the existing state of affairs was to continue.
- (c) it is not the national interest that is intended but that of the inhabitants in the area for which it is sought or visitor to that area.
- 3.2 We also want to refer the Honorable Tribunal to the case **Leicester Properties (Ltd)vs Farran 1976(1) sa 492 (D)** whether the public would be better served if the proposed scheme succeeded than by the continuation of the existing state of affairs. The promotion of healthy competition may have a positive spin off for the public interest.
- 3.3 We submit that an extensive public participation was conducted and more than enough community members support this application through signed Consent letters and a Petition signed in Support of this application.
- 3.4 We respectful submit that the **Ward Committee** gave their support and blessing for this application.
- 3.5 We respectful submit that the **Ward Councillor Cllr. Charles Manuel** has given a letter of support for this application who is the custodian of our community and our elected representative with a High Mandate from the community.

### 4. CONCLUSION

- 4.1. It is our respectful submission that the Applicant has shown on the balance of probabilities:
- 4.2 That the granting of the application will be in the Public interest and it will not prejudice the immediate neighbors.
- 4.3 It will create jobs for local people and its black economic empowerment.

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4.4 The applicant will make measures that his patrons will not make nuisances to the surrounding neighbors by providing enough Toilets and a permanent security guard on site and further install CCTV cameras to ensure the safety of his neighbors and Patrons.

4.5 The Fact the the Ward Committee support this application.

4.6 There is **enough space** on the property and more than enough **parking space** to accommodate more than 6 cars.

4.7 The fact that there is already an existing Licensed Liquor Outlet (**Mapisa Tavern**) in the area.

4.8 That the granting thereof will not prejudice the residents of the surrounding residential area nearby school or a Congregation of any church located in the vicinity.

4.9 The Fact that the Ward Councillor as the duly elected representative of the people of Lanquedoc support this application.

4.10 The fact that the Local Authority has a mandate to rectify the imbalance of the past and Apartheid Spatial Planning.

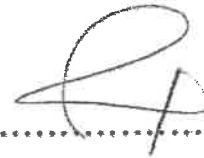
4.11 The fact that the applicant want to legalise and be regulated speaks volume.

4.12 The Fact that our Constitution, Section 22 of The Constitution of South Africa guarantees the rights of every citizen where it state very clear that ***“Every citizen has the Right to choose their trade, occupation or profession freely. The practice of trade, occupation or profession may be regulated by law’. Liquor is a legal substance which is permitted by law to be manufacture distributed and sold.***

4.13 The fact that Liquor is a Legal Substance and the Stellenbosch Municipality has in the past supported many application for Liquor Licences to be approved by the Liquor Licencing Tribunal.

We respectful pray that the Appeal Tribunal overturns the decision of the Planning Tribunal and grant this application.

DATED AT Paarl ON THIS 13 DAY OF March 2018



.....  
TULANI PIKE

LIQUOR LICENCING AGENCY

64 Jan Van Riebeeck Drive

Huguenot

Paarl

7626

64 Jan Van Riebeeck Drive, Huguenot, Paarl, 7626



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Application Number: LU/4792  
Our File Reference Number: Erf 67, Lanquedoc  
Enquiries: Lenacia Kamineth  
Contact No: 021 808 8697  
E-mail address: [Lenacia.Kamineth@stellenbosch.gov.za](mailto:Lenacia.Kamineth@stellenbosch.gov.za)  
Date: 19 December 2018

## REGISTERED MAIL

Mr Tulani Pike  
64 Jan Van Riebeeck Drive  
Huguenot  
**PAARL**  
7626

E-mail address: [piketulani@gmail.com](mailto:piketulani@gmail.com)

Dear Mr Pike

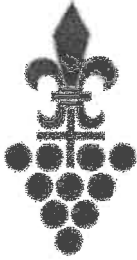
## NOTICE OF DECISION

**APPEAL IN TERMS OF SECTION 79(2) OF THE STELLENBOSCH MUNICIPAL PLANNING BY-LAW (2015) AGAINST THE DECISION OF THE MUNICIPAL PLANNING TRIBUNAL: APPLICATION FOR TEMPORARY DEPARTURE: ERF 67 LANQUEDOC**

1. The abovementioned appeal refers.
2. Kindly find attached hereto the decision of the Appeal Authority for your attention.

Yours faithfully,

**Ms Geraldine Mettler**  
**MUNICIPAL MANAGER**



# STELLENBOSCH

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## DECISION OF APPEAL AUTHORITY

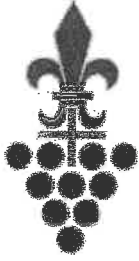
**APPEAL LODGED IN TERMS OF SECTION 79(2) OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015) AGAINST THE DECISION OF THE MUNICIPAL PLANNING TRIBUNAL TO REFUSE AN APPLICATION FOR A TEMPORARY DEPARTURE: ERF 67, LANQUEDOC (File Ref: LU/4792 /Appeal)**

### DECISION OF APPEAL AUTHORITY:

The Appeal Authority hereby, in terms of Section 81(7) of the Stellenbosch Municipal Land Use Planning By-law 2015:

Tick the appropriate box:

CONFIRM	VARY	✓	REVOKE
<b>THE DECISION OF THE STELLENBOSCH MUNICIPAL PLANNING TRIBUNAL, ON 26 JANUARY 2018, TO REFUSE THE APPLICATION FOR A TEMPORARILY DEPARTURE TO PERMIT THE USE OF AN EXISTING GARAGE AS A TAVERN: ERF 67, LANQUEDOC, STELLENBOSCH</b>			
<p>1. The abovementioned appeal refers.</p> <p>2. The Municipal Planning Tribunal, on the 26<sup>th</sup> of January 2018 Refused the application in terms of Section 60 of the Stellenbosch Municipal Planning By-Law.</p> <p>3. The reasons for the decision were as follows:</p> <p>3.1. The proposed tavern will change the residential character of the area and the Main road;</p> <p>3.2. The proposed tavern will have a negative impact on the value of adjoining properties;</p> <p>3.3. The applicant's motivation and response to objection did not address socio-economic concerns;</p> <p>3.4. Although the applicant complies with the minimum parking requirements, the four parking pays may not be sufficient when the tavern is fully occupied.</p> <p>4. Mr Tulani Pike lodged an appeal in terms of Section 79(2) of the By-Law, with the Municipality on the 13<sup>th</sup> of March 2018, on behalf of his client, Mr K P Siyothula against the decision of the Stellenbosch Municipal Planning Tribunal.</p>			

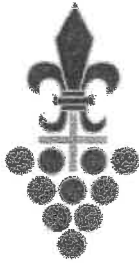


# STELLENBOSCH

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5. An oral hearing was held on the 27<sup>th</sup> of September 2018 where the parties had an opportunity to appear before the Appeal Authority.
6. After careful consideration of the written appeals, as well as all relevant documents, information and submissions made to me as Appeal Authority, I have decided, in terms of Section 81(7)(b) of the By-Law to **VARY** the decision of the Stellenbosch Municipal Planning Tribunal:
  - 6.1 The application for a temporary departure: Erf 67, Lanquedoc, submitted in terms of Section 1.5(2)(a) of the By-Law, is hereby **APPROVED**.
7. The aforementioned approval is subject to the following conditions imposed in terms of Section 66 of the By-Law:
  - 7.1 The approval will be valid for a period of 5 years from the date of final notification;
  - 7.2 Adequate on-site parking be provided to the satisfaction of the Director: Engineering Services.
  - 7.3 The tavern shall only operate between 12h00 and 24:00 from Monday to Saturdays and from 12:00 to 22:00 on Sundays and public holidays;
  - 7.4 The applicant to ensure that deliveries are done outside of peak traffic hours to avoid traffic becoming congested ; in other words only between 09h00 and 18h00;
  - 7.5 No disturbing noise or noise nuisance may be created at any time and noise emissions from the activities on the said premises must comply with the Noise Control Regulation PN200/2013 ;
  - 7.6 No alterations to be made to any heritage building on-site without prior approval from Heritage Western Cape;
  - 7.7 Sufficient toilets/ablution facilities must be provided on the premises;
  - 7.8 All applicable licenses and permits (amongst others but not limited to the Health Department and Liquor Board) be obtained;
  - 7.9 Strictly ensure that no minors are permitted on the licensed premises;
  - 7.10 This Municipality reserves the right to impose further conditions if needed;



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8. The reasons for the decision being varied is as follows:

- 8.1. Lanquedoc is a previously disadvantaged community spatially defined during apartheid planning with no allocated business area and this should be reviewed through Stellenbosch SDF
- 8.2. The application was supported by the ward councilor and ward committee;
- 8.3. The applicant submitted an application in order to comply with legislation. The appellant wants to operate legally rather than maintain an illegal status. Hence it is preferred in an area where other businesses are operating illegally, and the appellant should be given an opportunity to do so.

SIGNATURE:

*Gesie van Deventer*

DATE:

*18/12/2018*

Adv. Gesie van Deventer  
EXECUTIVE MAYOR

**RE: DONATION FROM CWDM TO ALL STARS RUGBY CLUB IN LANQUEDOC**

Bianca Tammy Daries <bianca@capewinlands.gov.za>

Wed 2019/09/18 13:33

To: evermaak@outlook.com <evermaak@outlook.com>

Cc: Wilmari Neethling <wilmari@capewinlands.gov.za>; Municipal Manager <mm@capewinlands.gov.za>; Fiona du Raan-Groenewald <fiona@capewinlands.gov.za>

Good afternoon Advocate Vermaak;

Thank you for your e-mail with the information required below.

The Cape Winelands District Municipality is currently in the process of packaging the required information, in order to address your questions below sufficiently. We will formally communicate our response in the next week or two.

Thank you for your patience.

Regards,

BIANCA

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**From:** Municipal Manager <mm@capewinlands.gov.za>

**Sent:** Wednesday, 11 September 2019 10:58

**To:** Bianca Tammy Daries <bianca@capewinlands.gov.za>; Fiona du Raan-Groenewald <fiona@capewinlands.gov.za>

**Cc:** Reinhardt Zeelie <reinhardt@capewinlands.gov.za>; Wilmari Neethling <wilmari@capewinlands.gov.za>; evermaak@outlook.com

**Subject:** FW: DONATION FROM CWDM TO ALL STARS RUGBY CLUB IN LANQUEDOC

**Importance:** High

Dear Fiona, trailer email refers. Your assistance to provide the information to Adv Vermaak is appreciated.

Thanks

Henry

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**From:** Etienne Vermaak <evermaak@outlook.com>

**Sent:** Tuesday, 10 September 2019 17:53

**To:** Municipal Manager <mm@capewinlands.gov.za>

**Subject:** DONATION FROM CWDM TO ALL STARS RUGBY CLUB IN LANQUEDOC

**Importance:** High

Dear Municipal Manager

I have been appointed by the Speaker of Stellenbosch Municipality to investigate possible transgressions of the Code of Conduct in terms of Schedule 1 to the Systems Act by certain Councillors of the Municipality.

During my investigation into a particular allegation, I have been informed that your Municipality had made annual donations of money to the All Stars Rugby Club in Lanquedoc, a small community near Pniel. It is alleged that in 2017 for instance the CWDM had donated about R40 000, 00 to this rugby club and that a donation of R10 000,00 was made in 2018. The situation in 2019 is not clear.



The issue is that it is alleged that the money donated was never paid into the bank account of the rugby club, but into the personal bank account of an employee of Stellenbosch Municipality, namely Mr Gerrit Afrika . As the rugby club does have its own bank account, the question arises why the CWDM had paid donations to the said rugby club into the private bank account of Mr Gerrit Afrika if this allegation is true.

There is an allegation that there is a devious reason why these donations were paid into the private bank account of Mr Gerrit Afrika and not directly into the bank account of the rugby club. It is even alleged that a Councillor of Stellenbosch Municipality may have benefited from these donations.

I would appreciate it if you can confirm at your earliest convenience:

1. When the CWDM started with donations to the All Stars Rugby Club in Lanquedoc;
2. Who approached the CWDM for donations to the said rugby club;
3. How much each donation was;
4. What the purpose of each donation was;
5. In which banking account the donations were paid;
6. Who the account holder is of that bank account in terms of your records;
7. If account has been given to the CWDM by Mr Afrika or the All Stars Rugby Club for expenditure funded by each of these donations.

Kind regards



**ADV ETIENNE VERMAAK**  
**B.A.( LAW) LLB**  
**STELLENBOSCH UNIVERSITY**  
**E-mail: [evermaak@outlook.com](mailto:evermaak@outlook.com)**  
**Cell no: 079 7898108**

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Virus-free. [www.avast.com](http://www.avast.com)

**Municipal Manager**  
Municipal Manager  
Cape Winelands District Municipality



**Charles Manuel**

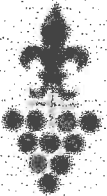
**From:** Charles Manuel  
**Sent:** Thursday, January 10, 2019, 2:57 PM  
**To:** bronwyngaard97@gmail.com  
**Subject:** Vergadering

**Re: vergadering met Raadslid Charles Manuel en Lanquedoc Sportbeheerraad, 10 Januarie 2019**

Goeie Dag Sportbeheerraad

Ek wil graag onder jul aandag bring dat ek onder geen omstandighede met julle kan vergader nie, omrede jul as sportbeheerraad 'n klag teen my ingedien het by die Speaker van Stellenbosch Munisipaleiteit op 16-Oktober 2018. Die Speaker het op 7 November vir my 'n skrywe gerig rondom die bewerings, ek moes voor 21 November 2018 antwoord op haar skrywe waarvan ek dit so gedoen het, tot op hede het sy nie reageer op my skrywe nie, en op wyse van dit is hierdie saak/klag nog hangend.

Let wel: Ek is besig om regshulp in te win rondom hierdie aantuigings van die Sportbeheerraad.



*Kind regards, Vriendelike groete*

**Clr. Charles Manuel**

Councillor, Ward 3

Tel: 027 21 509 2187

Wemmershoek Community Hall,

Franschoek

Stellenbosch, 7501

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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Amy Geduld

From: Arnie Petersse <arniepetersse69@gmail.com>  
 Sent: 24 October 2018 01:07 PM  
 To: Amy Geduld; Leonard Gobet

Hoop daar is binnekort n mosie van wantroue teen die Voorzitter en sy Uitvoerende Bestuur. Hulle krap so harte en verloor nog net.

Kan die ouens nie rus nie

Sal hulle aksies met n Valk oeg dop hou. Die Sport beheerraad moet hulle bepaal waar hulle moet besig wees. Of gaan pool of petang speel wat nie eens as n kodes bestaan nie. Ek persoonlik kan nie leiars support wat so goed kan rug steek nie. En mens hulle kan agter af praat.

Motion of no confidence on its way. Beware Languedoc Sports Governing Body. Talk is cheap.

Die Sport beheerraad en sy aanhangers verrassings is oppad. Julle klaar mos tot in Klipmuts en wil hulle bande graag op die Klubbuis en veld sit. Julle sal binnekort unfit vir office verjaarsdag word. Manie en James is nou weg. Julle is so slim dat julle Uitvoerende Komitee nie eens julle Grondwet verstaan nie en ook nie die prosesse op die veld ken nie. Julle maak mense se name sonder enige gronde vuil, en is te blind om te sien waarmee julle besig is. Ek het gedog julle kan n verskil maak maar sien julle Val binnekort van julle te one af. Mosie van was troue is oppad. #Uniteonaf languedocforalinnoforsagroupofgreesdindividuals. Say no to favoritism. Say no to cheap talk and gossip. The days of impieties is long overdue. Die mense sal regter en praat in Languedoc nie n Sportbeheerraad wat

Ander beswadder en op ander se name floreer nie. Ek is persoonlik in vir die fight en justice gaan sevier. Die klok tik manne hamba, gaan of back off. Lekker slaap ekskams skinder

Alles waarmee julle hardop lek dit so julle is nie n eenheid nie. Wash your back I see all the NEWS. My informant is tussen julle. Wie is dit? Lekker raai manne.

Ek wil definitief saam gaan. Maak maar my booking

Alles gaan binnekort public wees dit een moet ons mense weet en wie dit alles aanblias en adverties moet ons mense weet. Van hulle is op ons groep. Hulle het nie geweet ek is deel van alle kommunikasie nie. Ons gaan face to face meet dan moet daar nie geskui word nie.

Sent from my iPhone



Bronwyn Wyngaard &lt;bronwyngaard97@gmail.com&gt;

**Charles Manuel**

2 messages

Charles Manuel &lt;Charles.Manuel@stellenbosch.gov.za&gt;

24 January 2010 at 13:39

To: "Bronwyngaard97@gmail.com" <bronwyngaard97@gmail.com>, "pss.promans@gmail.com" <pss.promans@gmail.com>, "markred4@gmail.com" <markred4@gmail.com>, "anthonytransport85@GMAIL.COM" <anthonytransport85@gmail.com>, "apisters69@gmail.com" <apisters69@gmail.com>, "abrjanuary@gmail.com" <abrjanuary@gmail.com>

Cc: Sport Admin <Sport.Admin@stellenbosch.gov.za>

**Beste Mnr. Voorsitter Languedoc Sportbeheerraad.**

Vertrou dat dit goed gaan met julle, hoop julle is in volle gang met die sports en voorspoed met julle aktiwiteite in sport

Graag wil ek vra dat julle die kommunikasie stukke wat aangeheg is beskouer en my asseblief binne die volgende 14 dae beantwoord sodat ek klantheid kan kry.

**U sal sien ek het 'n gedeelte "ge-hilfte" op julle skrywe wat my nogal laat dink, graag wil ek ho die Sportbeheerraad moet my asseblief wag daarvra en ook soos ek geantwoord het op die Speaker se skrywe, my ook asseblief antwoord.**

Soos die stand van sake is, is ek nie bang om met julle te ontmoet nie, maar wil ek wel ho dat julle moet reg wees vir die ontmoeting en die teite agter mekaar kry om julle skrywe aan die Speaker te stuur

**Let well Hoem asseblief kennis ek is van plan om regs oplossings te soek.**

Hoop om spoedig van u en u span te hoor.

Dankie



Kind regards, Vriendelike groete

Glr : Charles Manuel

Councillor, Ward 3

T. +27 21 800 8187

Wemmershoek Community Hal,  
Franschoek

Stellenbosch, 7600

www.stellenbosch.gov.za

5/3/2017

Gmail - Verkiezing van Sportsbeheer Lanquedoc



Bronwyn Wyngaard &lt;bronwyngaard97@gmail.com&gt;

**Verkiezing van Sportsbeheer Lanquedoc**

1 message

Charles Manuel <Charles.Manuel@stellenbosch.gov.za>  
To: "manie.pietersen1@bmwdealers.co.za" <manie.pietersen1@bmwdealers.co.za>  
Cc: "bronwyngaard97@gmail.com" <bronwyngaard97@gmail.com>

Fri, Apr 28, 2017 at 4:29 PM

Goeie dag Meneer Pietersen

Ek kontak u net om klarigheid te kry oor die volgende geval in my gemeenskap van waar ek die Wyksraadslid is.

Die geval is hier in Lanquedoc is n Sportsbeheerraad gekies op die 25 April 2017. Graag wil ek weet neem die SSRA kennis van die verkiezing van die raad.

Eke het Mnr James Lukas persoonlik geskakel en sy woorde aan my was "Wat gaan dit jou aan toe druk hy sy selfoon af". My vraag aan hom was hoe kies hulle n Sportsbeheerraad en alle klubs is nie verteenwoordigend nie.

Ek wil graag weet of u of die Voorsitter van die SSRA kennis neem van so n vergadering. Wat was die prosedures wat gevolg was. Ek noem ook graag dat van die verkose lede noem hulle is op omstrede manier verkies tot hierdie liggaam en het net gesien hulle is op die bestuur.

Hierdie selfde groep het nou ook probeer klagtes deur gee oor die ligte op die veld. WP Rugby en die LFA het vir Mnr Andre Gabriels in kennis gestel oor die klagtes. Dieselfde manne wat klagtes in win ken ek persoonlik so ook hulle verskuilde agenda.

Indien opsetlik verkeerdelik opgetree is wil ek daardie onwettige bestuur aankla by hulle onderskeie liggame en hulle moet dan verwyder word uit alle sports in Lanquedoc.

Dankie voorlopig hoop om spoedig van u te hoor.

Kind Regards/ Groete

CIIR/Rdl Charles Manuel

Ward/ Wyk 3

T:021 8088187

C:074 686 2364

E: Charles.Manuel@stellenbosch.gov.za



Piet Muller &lt;pss.proman@gmail.com&gt;

**Agenda**

1 message

Piet Muller <pss.proman@gmail.com>  
To: lungisa@gmail.com

Tue, Jan 8, 2019 at 11:24 AM

Goeie more mnr hoop dit gaan goed , voorspoedige nuwe jaar alles wat mooi is vir die toekoms . graag wil ek die volgende besprekings punte met u meedeel vir die vergadering van 10 Januarie 2019 om 19h00 by wemmershoek saagmeule kantore .  
Die paal wat opgerig is by sportveld wat is di doel van dit ons neem aan dit was 'n munisipale besluit wat geneem was .  
Die gebou wat opgerig is by sportveld wat is di beplanning nou verder .  
Kan daar 'n finansieele oorsig deur gegee word van hoeveel daar gespandeer was en of daar van daardie fondse oor is .  
Die volledige bou planne van die gbou op sportveld indien u hule so iets tot ons beskikking het om dit ook deur te gaan .  
Die speel oppervlak van di sportveld wanneer gaan di opgradering plaas vind .  
Die boorgat wat gegrawe was op di veld wats die doel van dit nou huidige .  
Die sleutels van die kleedkamers in wie se besit is dit en hoekom .

Ons vertrou dat dit in orde is met u .

Die uwe

Piet Muller ( sekretars )

Nb mnr Konstabel het gvra of hy die voorreg sal kan kry om vir ons die vergadering t kan open . hy wil dit baie graag doen . hy sal dit baie waardeer

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17.3	<b>REPORT TO COUNCIL REGARDING THE INVESTIGATION INTO ALLEGATIONS OF MISCONDUCT BY CLR M OLIPHANT</b>
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Collaborator No: Good Governance and Compliance

IDP KPA Ref No:

Meeting Date: 27 November 2019

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**1. SUBJECT: REPORT TO COUNCIL REGARDING INVESTIGATION INTO ALLEGATIONS OF MISCONDUCT BY COUNCILLOR M OLIPHANT**

**2. PURPOSE**

To consider the report submitted by the Speaker against Councillor M Oliphant, which was done in terms of item 14 of Schedule 1 of the Local Government Act: Municipal Systems of 2000, known as the Code of Conduct for Councillors.

**3. DELGATED AUTHORITY**

Municipal Council

**4. EXECUTIVE SUMMARY**

The Office of the Speaker received a letter from the Office of the President of South Africa, dated 21 September 2018, which was addressed to the Municipal Manager of Stellenbosch Municipality and in which the Director General in the Office of the President requested a report from the Municipality in respect of actions taken pursuant to recommendations made by the Special Investigations Unit (SIU) in its report dated 13 March 2013. In the report of the SIU, it stated that "evidence revealed" that Cllr M Oliphant was one of a group of persons (consisting of the Municipal Manager and the CFO at the time (2013) as well as some Councillors at the time) who had manipulated the supply chain management procedures and processes in order to appoint an acquaintance, Mr Ayanda Hollow, of Cllr M Oliphant as a service provider to the Municipality. Soweto Records, owned by Mr Hollow, was appointed by the Municipality as an event organiser for Cultural Day festivities, which was celebrated on 5 April 2009. The report is attached as **appendix 1**. Note that due to the confidentiality of some of the documentation the attachments that the report is based on is not included as the item must serve in the open agenda.

**5. RECOMMENDATIONS**

That Council consider the recommendations in the report.

**6. DISCUSSION**

**6.1 Background**

The supporting documentation, which was removed by the SIU in 2013 from the offices of the Municipality, constitutes evidence in criminal proceedings which the National Prosecuting Authority (NPA) had instituted against certain individuals and the NPA does not want to release that evidence to the Municipality as it may jeopardise the case of the State against those individuals. Once the criminal proceedings are finalised, the said documents will be returned to the Municipality and Council will then be able to resolve whether or not to proceed with action against Cllr M Oliphant.

Apart from the fact that no documentary evidence can be tabled in a disciplinary hearing against Cllr M Oliphant at this time as all the documents were confiscated by the SIU, none of the current Senior Managers were in the employ of the Municipality in 2013 and as such the Municipality is also not in a position to present oral evidence to the Disciplinary Committee in this regard.

The Municipality is further not in a position to *sub poena* key role players like Mr Ian Kenned (the Municipal Manager at the time) and Mr Mark Bolton (the CFO at the time) in this matter to testify in a disciplinary hearing, as it (unlike a court of law or the CCMA for instance) does not have the statutory authority to issue *sub poenas* to compel witnesses to testify in a hearing.

Without documentary evidence and witnesses who can testify about the events in this regard in 2009, it is not in the best interest of the Municipality to proceed with disciplinary action against Cllr Oliphant at this time.

## 6.2 Discussion

An investigation was done by Adv. Etienne Vermaak in respect of the various complaints/ allegations of misconduct made against Cllr M Oliphant and he had submitted a report with recommendations to the Speaker.

## 6.3 Financial Implications

As per the approved appointments through the SCM process.

## 6.4 Legal Implications

Local Government Act: Municipal Systems, 2000 – Schedule 1: Code of Conduct for Councillors. Sections 13 and 14 read as follows:

### “13 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.

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.

### 14 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



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b. establish a special committee-

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 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.

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

14.3 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.

14.3 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**

No internal capacity exist to investigate these types of allegations. It is also not good practise to use internal staff as it may lead to intimidation.

**6.6 Previous /Relevant Council Resolutions**

None.

**6.7 Risk Implications**

Risk addressed in item.

**6.8 Comments from Senior Management**

None requested.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	<i>ALD JC Anthony</i>
<b>POSITION</b>	<i>Senior Clerk: Support staff –Speakers Office</i>
<b>DIRECTORATE</b>	<i>Corporate Services</i>
<b>CONTACT NUMBERS</b>	<i>021 – 808 8042</i>
<b>EMAIL ADDRESS</b>	<i>Speaker.admin@stellenbosch.gov.za</i>
<b>REPORT DATE</b>	<i>22 November 2019</i>

# **ANNEXURE 1**

**CONFIDENTIAL**

**22 OCTOBER 2019**

**REPORT TO THE SPEAKER OF STELLENBOSCH  
MUNICIPALITY REGARDING ALLEGATIONS OF THE  
TRANSGRESSION OF THE CODE OF CONDUCT FOR  
COUNCILLORS BY CLR MZO OLIPHANT**

**REPORT COMPILED BY ADV E W VERMAAK**

## **BACKGROUND**

I was appointed by Stellenbosch Municipality in a letter dated 20 June 2019, signed by Ms Annalene de Beer as the Director: Corporate Services, at the request of the Speaker of that Municipality, Ms WC Petersen, to assist the Speaker with an investigation into alleged misconduct of four Councillors, including Clr Mzo Oliphant, a Councillor of Stellenbosch Municipality. This letter is attached to this report on page 11. Although the said letter is dated 20 June 2019, it was only sent to me via e-mail on 25 July 2019 by Ms Annalene de Beer.

## **MY TERMS OF REFERENCE**

My terms of reference are to investigate the involvement of Clr Mzo Oliphant in an alleged fraudulent transaction which Stellenbosch Municipality had entered into with Soweto Records in 2009, in terms of which Soweto Records was appointed by the Municipality as an event organiser for Cultural Day celebrations. These celebrations were held on 5 April 2009 and it is alleged in a report by the Special Investigating Unit (SIU) that the procurement process was manipulated by certain Councillors and certain senior officials in order to appoint Soweto Records in this regard. It is stated in the report of the SIU that one of these Councillors is Clr Mzo Oliphant.

## **INITIAL DOCUMENTATION RECEIVED**

At a meeting held on 29 July 2019 in the Office of the Speaker, which was attended by the Speaker, Alderman JC Anthony and myself, the Speaker handed a file to me containing the documentation regarding this matter, namely:

1. A report by the Special Investigating Unit (SIU) to the President of the Republic of South Africa, Mr Jacob Zuma at the time, dated 18 March 2013 (see pages 15 to 44 of this report);
2. An letter from the Presidency of the Republic of South Africa addressed to the Municipal Manager of Stellenbosch Municipality, Ms Mettler, dated 21 September 2018 (see pages 12 to 14 of this report), in which feedback is requested from the Municipality about steps that it had taken to implement recommendations in the report of the SIU;
3. A letter written by the Municipal Manager dated 21 October 2018 and addressed to the Director: Corporate Services, the Senior Manager: Human Resources and the Speaker(see page 45 of this report), in which she asks for assistance in this matter;

4. A letter from the Speaker addressed to the Municipal Manager, Ms Mettler (see page 46 of this report) dated 3 June 2019, in which the Speaker requests that an investigator be appointed to do an investigation into this matter;
5. A letter from the Speaker, dated 6 June 2019 and addressed to Clr M Oliphant, in which he is advised that the SIU had completed their investigation (see page 60 of this report) and that disciplinary action will be taken against him.

### **MODUS OPERANDI OF MY INVESTIGATION**

After the perusal of the file handed to me by the Speaker containing the above documentation, I had identified possible witnesses and further documentation needed to do this investigation. I had interviewed the witnesses who are named in this report and attempted to gain access to the documentation which are relevant to the appointment of Soweto Records. However, as it will appear from my interviews with some former municipal officials (who were in the employ of Stellenbosch Municipality in 2013 when the SIU completed its report) and current municipal officials, the original documents of the Municipality pertaining to the appointment process and payment process of Soweto Records by the Municipality were removed by the SIU and these documents were never returned. Copies of the original documents in this matter could also not be found by municipal officials.

### **THE COMPLAINT**

The complaint is in the form of a finding by the SIU in their report in April 2013, in terms of which the SIU had found sufficient evidence that Clr Mzo Oliphant was involved or had influenced the procurement process to appoint Soweto Records to organise the Cultural Day celebrations on 5 April 2009.

The SIU found further in their investigation and mentioned in their report ( see page 26 of this report) that Clr Mzo Oliphant is an acquaintance of Mr Ayanda Hollow, the owner of Soweto Records, and that Clr Oliphant was part of a group of Councillors and officials who sourced and accepted a quotation from Soweto Records in this regard, before other fake quotations were obtained by the same group to make the quotation of Soweto Records appear cheaper and to make the supply chain process appear legitimate.

### **INTERVIEWS CONDUCTED / REQUESTED REGARDING THESE COMPLAINTS**

#### **Clr Wilhelmina Petersen (the Speaker)**

I had an interview with Clr Petersen as the Speaker, during which she briefed me about this matter. She said that this matter must receive priority above the other

three investigations that I was appointed to do, as the Municipality must provide feedback to the Office of the President as soon as possible in this matter.

**Ms Geraldine Mettler (the Municipal Manager)**

In my interview with Ms Mettler, she acknowledged that she had received the letter from the office of the President of South Africa, dated 21 September 2018, and she also informed me that some persons who were Councillors and officials in 2009, were no longer serving the Municipality in these capacities. Individuals like Mr Patrick Swartz and Cameron Mcako were no longer Councillors and persons like Mr Ian Kenned (the Municipal Manager at the time in 2009) and Mr Mark Bolton ( the Chief Financial Officer at the time in 2009) were no longer in the employ of the Municipality.

**Adv Gesie van Deventer (the Executive Mayor)**

In an interview with Adv Gesie van Deventer, she told me that this matter is a serious concern for her and that the Municipality has to respond to the letter of the office of the President as soon as possible.

**Mr Kevin Carolus (the Chief Financial Officer)**

Mr Carolus informed me in our interview that he does not know much about this matter as he was not involved in the investigation done by the SIU in 2013 and as he was recently appointed as the Chief Financial Officer. He gave me an undertaking that he would task officials in his Department to search for any documentation that could assist me in my investigation, but in an e-mail dated 3 September 2019 addressed to me by Ms Rochelle Nichols in his office, I was advised that Mr Carolus could not secure any documentation in this matter, as the creditors department handed all documentation to the SIU. See page 47 of this report.

**Mr Marius Wust (the previous Chief Financial Officer)**

Mr Wust informed me in our interview that he does not have much knowledge about this matter either, except for the bits and pieces of information about the investigation which he had heard from other staff. Mr Wust, who was serving as the Chief Financial Officer of Bergrivier Municipality during our first interview and who told me during our second interview that he is currently serving as the Director: Technical Services at Drakenstein Municipality, had not seen any of the documentation or copies thereof pertaining to the appointment of Soweto Records in this matter.

**Dr Len Mortimer**

I received information that I should speak to Dr Len Mortimer, a former employee of Stellenbosch Municipality, as he was told about the SIU investigation by a current employee of the Municipality who played a central role in uncovering this matter. Dr Len Mortimer informed me that he was dismissed in 2008 by Stellenbosch Municipality and as such he was not in the employ of Stellenbosch Municipality when Soweto Records was appointed by the Municipality to organise the Cultural Day celebrations in 2009. He referred me to Mr Ulrich Cupido, who still works for the Municipality and who he still has frequent contact with. Mr Cupido had informed him of the matter and the SIU investigation.

**Mr Ulrich Cupido (the Performance Management Officer of the Municipality)**

Mr Cupido informed me that he has been on sick leave for the past four weeks because of stress due to this matter. He told me that he had made a Protected Disclosure in this regard in 2011 and that he had assisted the SIU with information and finding relevant documentation when the SIU was busy with its investigation, which culminated in the report of the SIU.

Mr Cupido stated that he does not want to get involved in this investigation as it will cause him more stress. He referred me to his attorney, Ms Alice Walton, for any further information.

Mr Cupido gave me the name of an employee of Stellenbosch Municipality who had informed him that he had seen an envelope containing money being handed to Clr Oliphant in the Council Chamber by Soweto Records. This employee has been on sick leave due to a medical condition for a very long time and that his ill health was caused by this matter. For this reason he did not want to give me the cell phone number of this employee, as he is concerned about his health.

**Mr Michael Leaser (the Regional Head of the SIU in the Western Cape)**

In our first interview, Mr Leaser confirmed that he was the Project Manager and that he had lead the SIU investigation in this matter in 2013, that he had drafted the report of the SIU in this matter and that the report of the SIU was submitted to the office of the then President of South Africa, Mr Jacob Zuma.

He confirmed that the SIU had removed all the original documents relevant to this matter from the offices of Stellenbosch Municipality in 2013 and that these documents had not been returned to the Municipality, as these documents are pieces of evidence in criminal proceedings which the State had instituted against Mr Patrick Swartz and Mr Ian Kenned.



He informed me that he would have to access his original report and the supporting documentation in order to answer some of my questions, like the source of his information that alleges that Clr Oliphant was involved in manipulating the supply chain process to clear the way for Soweto Records to be appointed in this regard. He added that, as his report was more than 5 years old when I first contacted him on 19 August 2019 in this matter, the said report is in an archive which means that it is not easily accessible.

In subsequent weeks I phoned and e-mailed Mr Leaser several times in order to ascertain from him whether or not he could provide me with more information about the sources of the information that he had referred to in his report and possibly copies of any documents which could assist me in my investigation. See pages 55 to 58 of this report.

Mr Leaser eventually told me during an interview, which the gist of which he confirmed in an e-mail on 15 October 2019 on page 59 of this report, that the original documents in this matter are in the possession of the National Prosecuting Authority (NPA) and that the latest development in this matter is that the legal representatives of Mr Swartz and Mr Kenned have made written representations to the NPA why criminal charges should not be pursued by the State.

He concluded that his e-mail by saying that he will provide me with updates in this matter "going forward".

#### **Mr Ian Kenned (the Municipal Manager of Stellenbosch Municipality in 2009)**

I was advised that Mr Kenned will not agree to an interview with me, as he is facing criminal charges as a result of the procurement and the appointment of Soweto Records as a service provider in this matter and as he does not want to say anything that may jeopardise his case.

#### **Mr Mark Bolton (the Chief Financial Officer of Stellenbosch Municipality in 2009)**

I was unable to make any contact with Mr Bolton in this regard. He did not answer my calls when I called him on his cell phone.

#### **Mr Patrick Swartz (the Mayor of Stellenbosch Municipality in 2009)**

I was unable to make any contact with Mr Swartz in this regard, as I was unable to find his contact details.

**Mr Cameron Mcako (the Deputy Mayor of Stellenbosch Municipality in 2009)**

I have tried to make contact with Mr Mcako several times in order to set up an interview with him, during which I wanted to discuss this matter with him.

Mr Mcako and I first met when I interviewed him as a witness in an allegation that Clr Sitshoti of Stellenbosch Municipality had taken over the control of the Strongyard Hall in Kayamandi in 2017. As Mr Mcako had my cell phone number on his cell phone at the time, he is presumably able to identify me as the caller when I called him in this matter.

I have also tried to call him using my office land line, but he did not answer my calls and as he does not have a voicemail facility on his cell phone, a taped message requested that I call later each and every time.

**Clr Mzo Oliphant (Councillor of Stellenbosch Municipality)**

I have tried to make contact with Clr Oliphant several times in order to set up an interview with him, during which I wanted to discuss this matter with him.

Clr Oliphant and I first met when I interviewed him as a witness in an allegation that Clr Sitshoti of Stellenbosch Municipality had taken over the control of the Strongyard Hall in Kayamandi in 2017. As Clr Oliphant had my cell phone number on his cell phone at the time, he is presumably able to identify me as the caller when I called him in this matter.

I have also tried to call him using my office land line, but he did not answer my calls and as he does not have a voicemail facility on his cell phone, a taped message requested that I call later each and every time. I was unable to make contact with him when I tried to contact him on two cell phone numbers.

**EVALUATION OF THE AVAILABLE EVIDENCE**

As it appears from the interviews that I have conducted above, there is not much evidence available to me to enable me to prove on a balance of probabilities in a disciplinary hearing that Clr Mzo Oliphant was involved (as part of a group of Councillors and municipal officials) in an irregular process to manipulate the appointment of Soweto Records, except for the SUI report which was issued in April 2013.

Even the report of the SIU does not disclose the sources of the information contained in their report and the SIU report further does not attach any documentary evidence in this matter to its report.

As for possible witnesses for the Municipality in a disciplinary hearing, there is no current official or Councillor of Stellenbosch Municipality who can testify about the

involvement of Clr Oliphant in this matter. Mr Ulrich Cupido is suffering from mental health problems because of this issue to such an extent that he is undergoing psychiatric treatment, while the employee who allegedly witnessed the handing over of money to Clr Oliphant has been on sick leave for very long because of this matter. Neither of them wants to testify in a possible disciplinary hearing of Clr Oliphant, as they fear that their health will deteriorate.

In addition, neither Mr Ian Kenned nor Mr Patrick Swartz will be willing to testify about the involvement of Clr Oliphant in this matter, as they are both facing criminal charges in this matter and as they would not want to incriminate themselves further by giving evidence in a disciplinary hearing, which will be recorded.

In respect of Mr Mark Bolton, I was unable to make contact with him, but presumably he too will refuse to be interviewed by me, as he played a key role in the alleged fraudulent procurement of Soweto Records in terms of the SIU report (see the last paragraph on page 25 of this report).

#### **FINDINGS:**

The SIU report states on page 26 of this report that:” The evidence and information obtained consequently constitute *prima facie* proof of fraud, in that Messrs Swartz, Mcako, Oliphant and Mkontwana (in effect assisted by Messrs Mark Bolton, Ian Kenned and Lance Kenned) represented to the SLM (alternatively to the MM, had he not been part of the fraud) that, *inter alia* , :

- a) The quotation by Soweto Records had been obtained in accordance with acceptable procurement policy and principles and/or in a fair and/or lawful manner, and/or have not been subjected to manipulation and/or was the product of due and proper testing of the market, which was not the case, and/or
- b) That a second quotation received from Phuhlisa Communications had been obtained in accordance with acceptable procurement policy and principles and/or in a fair and/or lawful manner. And/or have not been subject to manipulation and/or was the product of due and proper testing of the market, which was not the case, and/or
- c) That they had tested the market properly and/or in compliance with the applicable procurement policy, principles and provisions, which was not the case.

Alternatively, the abovementioned individuals failed to disclose to the SLM (and/or the MM), in circumstances in which they were obliged to disclose (considering they were officials, employees and Councillors of the SLM), the various irregularities elaborated upon in this report.”

The above part of the SIU report speaks firstly about “the evidence and information obtained” by the SIU, which evidence and information I was not able to scrutinise yet as I am unable to gain access to such evidence and information for the reasons referred to in my interview with Mr Michael Leaser of the SIU.

I cannot arrive at the same conclusion as the SIU did without verifying the evidence and the information that the SIU had gathered. The likelihood that I or any other person not working for the SIU or the NPA can access this evidence for purposes of using it in a disciplinary hearing, are very slim as the NPA will not want to disclose such evidence before it is presented in a court of law.

Taking into account further that the NPA can lawfully *sub poena* witnesses to testify for the State in a criminal trial and that the Municipality cannot lawfully *sub poena* the same witnesses to testify for the Municipality in a disciplinary hearing, the Municipality will have to proceed with disciplinary action against Clr Oliphant merely on the basis of the SIU report, which (as pointed out earlier) does not have any supporting documentation of the alleged fraud attached to it.

For this reason, I am of the view that the Municipality’s case against Clr Mzo Oliphant presently lacks substance in the form of supporting evidence for the statements made by the SIU in its report. There is no hard evidence, in the form of copies of the supporting documents which the report refers to, attached to the report of the SIU. The supporting evidence is in the custody of the State (NPA) and it will not be made available to the Municipality before the criminal case against some of the role players in this matter is finalised, as the State normally argues that it would compromise their case if such evidence is made available before the trial.

In the circumstances, I find that there is not sufficient evidence **at this time** for the Municipality to prove on a balance of probabilities in a disciplinary hearing, as it cannot merely submit the report of the SIU as the only evidence in this matter.

#### **RECOMMENDATIONS:**

I recommend that Council resolve that there is not sufficient evidence for the Municipality to charge Clr Mzo Oliphant with a transgression of the Code of Conduct for Councillors, Schedule 1 to the Local Government Act: Municipal Systems of 2000, **at this time**.

When the NPA is prepared to release the documentation seized by the SIU during its investigation into this matter, Clr Oliphant can then be charged with 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.”

As an alternative charge to the main charge proposed above, he can be charged with the alternative charge (**when the evidence and information referred to in the SIU report becomes available**) that his conduct is a transgression of Item 2(b) of the Code of Conduct for Councillors, Schedule 1 to the Local Government Act: Municipal Systems of 2000, which reads:

“A councillor must at all times act in the best interest of the municipality and in such a way that the credibility of the municipality is not compromised.”

**CLOSING REMARKS:**

This report contains very confidential information and it should be treated with great care. Not only does it contain a report of the SIU to the President of South Africa, it also contains very confidential information about the health of employees.

**ADV E W VERMAAK**

22 October 2019

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18.	REPORTS SUBMITTED BY THE EXECUTIVE MAYOR
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NONE

19.	MATTERS TO BE CONSIDERED IN-COMMITTEE
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(See pink documentation).

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***THE AGENDA HAS BEEN DISCUSSED WITH THE SPEAKER,  
CLLR N JINDELA AND HE AGREES WITH THE CONTENT.***

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