



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/2/5

2020-02-07

MAYORAL COMMITTEE MEETING
WEDNESDAY, 2020-02-12 AT 10:00

TO The Executive Mayor, Ald G Van Deventer (Ms)
The Deputy Executive Mayor, Cllr W Petersen(Ms)

COUNCILLORS FJ Badenhorst
P Crawley (Ms)
AR Frazenburg
E Groenewald (Ms)
XL Mdemka (Ms)
S Peters
M Pietersen
Q Smit

Notice is hereby given that a Mayoral Committee Meeting will be held in the Council Chamber, Town House, Plein Street, Stellenbosch on **Wednesday, 2020-02-12 at 10:00** to consider the attached agenda.

EXECUTIVE MAYOR, ALD GM VAN DEVENTER (MS)

CHAIRPERSON

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2020-02-12
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STELLENBOSCH
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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/2/5

2020-01-22

MINUTES

MAYORAL COMMITTEE MEETING:

2020-01-22 AT 10:00

**MINUTES
MAYORAL COMMITTEE MEETING
2020-01-22
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PRESENT: Executive Mayor, Ald GM Van Deventer (Ms) (**Chairperson**)
Deputy Executive Mayor, W Petersen (Ms)

Councillors: FJ Badenhorst
PR Crawley (Ms)
A Frazenburg
E Groenewald (Ms)
XL Mdemka (Ms)
S Peters
M Pietersen
Q Smit

Also Present: Alderman PW Biscombe (Single Whip)
Cllr WF Pietersen (MPAC Chairperson)
Alderwoman J Serdyn (Ms)

Officials: Municipal Manager (G Mettler (Ms))
Director: Planning and Economic Development (T Mfeya)
Director: Infrastructure Services (D Louw)
Director: Corporate Services (A de Beer (Ms))
Chief Financial Officer (K Carolus)
Chief Audit Executive (F Hoosain)
Manager: Informal Settlements (J Robyn)
Manager: Committee Services (EJ Potts)
Senior Administration Officer (B Mgcushe (Ms))
Committee Clerk (N Mballi (Ms))

1.	OPENING AND WELCOME
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The Executive Mayor welcomed everyone present at the first Mayoral Committee Meeting for 2020.

2.	COMMUNICATION BY THE CHAIRPERSON
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NONE

3.	DISCLOSURE OF INTERESTS
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NONE

4.	APPLICATIONS FOR LEAVE OF ABSENCE
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NONE

5.	CONFIRMATION OF PREVIOUS MINUTES
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- 5.1 The minutes of the Mayoral Committee Meeting held on 2019-11-20 were **confirmed as correct.**

6.	STATUTORY MATTERS
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NONE

7.	CONSIDERATION OF ITEMS BY THE EXECUTIVE MAYOR: [ALD G VAN DEVENTER (MS)]
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7.1	COMMUNITY AND PROTECTION SERVICES: (PC: CLLR FJ BADENHORST)
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NONE

7.2	CORPORATE SERVICES: (PC: CLLR AR FRAZENBURG)
7.2.1	PROPOSED RENEWAL OF LEASE AGREEMENT: BURGERHUIS: HISTORIESE HUISE VAN SUID-AFRIKA BEPERK: ERF 3389, STELLENBOSCH AND 607, STELLENBOSCH

Collaborator No: 674945
IDP KPA Ref No: *Good Governance*
Meeting Date: 22 January 2020

1. SUBJECT: PROPOSED RENEWAL OF LEASE AGREEMENT: BURGERHUIS: HISTORIESE HUISE VAN SUID-AFRIKA BEPERK: ERF 3389, STELLENBOSCH AND 607, STELLENBOSCH

2. PURPOSE

To obtain Council's final approval for the renewal of the Lease Agreement on erven 3389 and 607, also known as Burgerhuis with Historiese Huise.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

On 2019-09-25 Council, in principle, agree to the renewal of this Lease Agreement for a further period of 9 years and 11 months, with a 3 months' early termination clause, subject to Council's intention to enter into the lease being advertised for public comments/inputs/objections.

An official notice was published in the local media on 31 October 2019 soliciting public input by not later than 21 November 2019. A copy of the notice is attached as **APPENDIX 3**. No comment/inputs or objections were received.

Following the public notice period, Council must now make a final determination in this regard. The valuation indicates a market related rental of R25 950.00 (excluding VAT). Council in principle approved a 50% percentage of the market related rental in view of the money the Historiese Huise invest into the maintenance of the property and the fact that it is used for the greater Stellenbosch community. 50% of the market related rental is R12 975.00 (Excluding of VAT). The current rental amount is R5 429.48 (Excluding of VAT).

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2020-01-22: ITEM 7.2.1

- (a) that Council takes note of the fact that no written submissions were received;
- (b) that Council notes the amount of the fair market value and the implications the 50% rate has for the applicants;
- (c) that Council approves the renewal of the Lease Agreement with Historiese Huise van Suid Afrika Beperk in regard to erven 3389 and 607, for a period of 9 years and 11 months, subject to a 3 months' early termination;

- (d) that, given the fair market value amount and amounts spent on maintenance by the applicants, the rate be reduced to 25% of the fair market value; and
- (e) that, given the reduction in rate, the intention to enter into an agreement at the reduced rate be advertised again for any objections. Should no objections be received the Municipal Manager be mandated to continue with the finalisation of the lease agreement.

FOR FURTHER DETAILS CONTACT:

NAME	PIET SMIT
POSITION	MANAGER: PROPERTY MANAGEMENT
DIRECTORATE	CORPORATE SERVICES
CONTACT NUMBERS	021-8088189
E-MAIL ADDRESS	Piet.smit@stellenbosch.gov.za
REPORT DATE	2019-11-27

7.2.2	PROPOSED RENEWAL OF LEASE AGREEMENT: BERGZICHT TRAINING CENTRE: PORTION OF REMAINDER ERF 235, STELLENBOSCH
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Collaborator No: 674948
 IDP KPA Ref No: *Good Governance*
 Meeting Date: 22 January 2020

1. SUBJECT: PROPOSED RENEWAL OF LEASE AGREEMENT: BERGZICHT TRAINING CENTRE: PORTION OF REMAINDER ERF 235, STELLENBOSCH

2. PURPOSE

To obtain Council's final approval for the renewal of the Lease Agreement with Bergzicht Training Centre – erf 235 Stellenbosch.

3. DELEGATED AUTHORITY

Council must consider the matter.

4. EXECUTIVE SUMMARY

On 2019-09-25 Council considered a request from Bergzicht Training Centre for the renewal of their Lease Agreement for a further period of 9 years and 11 months.

Council approved, in principle, the renewal of the Lease Agreement for a 2 year period, subject to Council's intention to enter into the lease agreement being advertised for public input/comment/objections.

On 31 October 2019 an official notice was published in the local media, soliciting public inputs, comments, objection by not later than 21 November 2019. A copy of the notice is attached as **APPENDIX 3**. A number of inputs were received – see paragraph 6.1.2 below. The comments/inputs mostly deal with the proposed short period of the Lease, i.e. 2 years with early termination clause of 3 months written notice. They request a 9 year and 11 months period with a 6 months early termination clause.

A valuation report dated 08 October 2019, compiled by Pendo Property Valuers. In terms hereof the monthly fair market rental is determined at R67 700 (Exclusive of VAT). Council in principle approved a 20% rate of the market related rental given the role the training centre plays for the bigger community. This will amount to a monthly rental of R13540.00 (Exclusive of VAT). The current monthly rental is R10 604.45(Exclusive of VAT). Following the public participation process, Council must now consider the inputs received. Council must also consider the fair market rental for the property.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2020-01-22: ITEM 7.2.2

- (a) that Council takes note of the comment/inputs received;
- (b) that, given the input, Council approves the renewal of the lease with the Bergzicht Training Centre for a period of 9 years and 11 months;
- (c) that the lease is subject thereto that when a new premises becomes available the transfer of the lease to a new premises be considered; and
- (d) that the rental be determined at 20 % of the market related rental (R13540.00 exclusive of VAT).

7.2.3	PROPOSED LONG TERM LEASE: LA REFUGE: PORTION OF FARM 1653, LA MOTTE
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Collaborator No: 674949
IDP KPA Ref No: *Good Governance*
Meeting Date: 22 January 2020

1. SUBJECT: PROPOSED LONG TERM LEASE: LA REFUGE: PORTION OF FARM 1653, LA MOTTE

2. PURPOSE

To obtain Council's in principle approval to enter into a long term lease agreement with La Refuge on a private treaty basis in relation to a building on a portion of Farm 1653, La Motte, for the purpose of operating a Safe House.

3. DELEGATED AUTHORITY

Council must consider the matter.

4. EXECUTIVE SUMMARY

La Refuge, a NPO recently established, requested a long term lease for a vacant building on a portion of Farm 1653, La Motte, to enable them to run a centre for abused woman and children.

The policy on the Management of Council-owned properties allow for direct leases without following the supply chain process under specific circumstances. Paragraph 9.3 (letting of immovable property to social care uses) list the types of social care uses where unsolicited bids can be entertained, this include "*houses/centres for indigent, battered or destitute persons*". Entering into such a lease can only be done after the intention has been published for public comment.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2020-01-22: ITEM 7.2.3 (IN-COMMITTEE ITEM)

- (a) that the previous administrative building on Farm 1653, as indicated on Fig 2, be identified as property not necessary for own use during the period for which the rights are to be awarded, 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 be concluded on a private treaty basis with La Refuge, as provided for in Regulation 34(1) subject thereto that Council's intention to enter into the agreement be advertised for public input/comments/objections, as provided for in paragraph 9.2.2, read with par. 9.3 of the Property Management Policy;
- (c) that, in the meantime, an independent valuer be appointed to determine the fair market rental for the property referred to in (a) above; and
- (d) that Council, in principle approves 10% of the fair market rental to be the rental payable by La Refuge, as provided for in paragraph 22.1.4 of the Property Management Policy (below market value rentals), given the service the Lessee will provide to the bigger community.

7.2.4	PROPOSED RENEWAL OF LEASE AGREEMENT: FRANSCHHOEK BOWLING CLUB: ERF 2885, FRANSCHHOEK
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Collaborator No: 674964
IDP KPA Ref No: *Good Governance*
Meeting Date: 22 January 2020

1. SUBJECT: PROPOSED RENEWAL OF LEASE AGREEMENT: FRANSCHHOEK BOWLING CLUB: ERF 2885, FRANSCHHOEK

2. PURPOSE

To obtain Council's approval for the renewal of the Lease Agreement with the Franschhoek Bowling Club.

3. DELEGATED AUTHORITY

Council must consider the matter

4. EXECUTIVE SUMMARY

Various Lease Agreements terminated over the past few years, where the contracts did not allow for an automatic renewal. The Supply Chain Management Policy (at the time) also did not provide for the renewal of these agreements, without following a tender process. The agreements continued on a month to month basis.

The new Property Management Policy, however, now allow for a process whereby Council can dispose with the prescribed, competitive process, subject to Council's intention so to act being advertised for public inputs, before making a final decision.

The bowling club was requested to indicate if they are interested in renewing the lease agreement otherwise council must determine what to do with the property going forward. Attached is an undated application for renewal (**APPENDIX 1**).

MAYORAL COMMITTEE: 2020-01-22: ITEM 7.2.4

RESOLVED

that this item be referred back to Administration for refinement by taking into account the report from Community Services, whereafter same is to serve again in March 2020.

FOR FURTHER DETAILS CONTACT:

NAME	PIET SMIT
POSITION	MANAGER: PROPERTY MANAGEMENT
DIRECTORATE	CORPORATE SERVICES
CONTACT NUMBERS	021-8088189
E-MAIL ADDRESS	Piet.smit@ Stellenbosch.gov.za
REPORT DATE	2019-12-04

7.2.5	PROPOSED RENEWAL OF LEASE AGREEMENT: FRANSCHHOEK LIFE CRAFT CENTRE: ERF 143, FRANSCHHOEK
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Collaborator No: 674968
 IDP KPA Ref No: *Good Governance*
 Meeting Date: 22 January 2020

1. SUBJECT: PROPOSED RENEWAL OF LEASE AGREEMENT: FRANSCHHOEK LIFE CRAFT CENTRE: ERF 143, FRANSCHHOEK

2. PURPOSE

To obtain Council's approval for the renewal of the Lease Agreement with Franschhoek Life Craft Centre.

3. DELEGATED AUTHORITY

Council must consider the matter.

4. EXECUTIVE SUMMARY

Various Lease Agreements terminated over the past few years, where the contracts did not allow for an automatic renewal. The Supply Chain Management Policy (at the time) also did not provide for the renewal of these agreements, without following a tender process. The agreements continued in terms of common law on a month to month basis as council did not terminate the agreement and the tenant kept using the property.

The new Property Management Policy, however, now allow for a process whereby Council can dispose with the prescribed, competitive process, subject to Council's intention so to act being advertised for public inputs, before making a final decision.

The tenants in October 2019 send letters requesting to renew the lease agreement (**APPENDIX 1 and 2**).

MAYORAL COMMITTEE: 2020-01-22: ITEM 7.2.5

RESOLVED

that this item be referred back to Administration for refinement.

FOR FURTHER DETAILS CONTACT:

NAME	PIET SMIT
POSITION	MANAGER: PROPERTY MANAGEMENT
DIRECTORATE	CORPORATE SERVICES
CONTACT NUMBERS	021-8088189
E-MAIL ADDRESS	Piet.smit@Stellenbosch.gov.za
REPORT DATE	2019-11-27

7.2.6	ENCROACHMENT PERMIT APPLICATION HORIZON HOUSE: ERF 3722
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Collaborator No:
 IDP KPA Ref No: *Good Governance*
 Meeting Date: 22 January 2020

1. SUBJECT: ENCROACHMENT PERMIT APPLICATION HORIZON HOUSE: ERF 3722

2. PURPOSE

To obtain Council's approval to conclude an Encroachment Agreement with Horizon House to enable them to utilise/manage a portion of erf 3722, Onder Papegaaiberg, Stellenbosch on an encroachment basis and to put up a fence encroaching onto the Patrys Road street reserve and adjacent Lease Farm 183 D.

3. DELEGATED AUTHORITY

The current delegations does not make provision for the approval of encroachment agreements and as this is seen as long term use of Council property in the absence of a delegations must be dealt with by Council.

4. EXECUTIVE SUMMARY

Horizon House, situated on the outskirts of Onder Papegaaiberg, is an NGO catering for the needs of people with disabilities. They have received a donation to put up new fencing around the facility and to develop walking trials, to be use by their residents, and also the greater public. They want to extend the area onto a portion of municipal land, situated to the south of their property for this reason, on an encroachment basis. The current tariff used for determining the rental is attached as **APPENDIX 5**.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2020-01-22: ITEM 7.2.6

- (a) that the portion of erf 3722 Stellenbosch, as well as the portion of street reserve and agricultural land, as indicated on Fig 3,4 and 5 respectively, be identified as land not required for the municipality's own use during the period of the proposed encroachment agreement;
- (b) that approval be granted in principle to enter into an encroachment agreement with Horison House to enable them to use/manage the land for the purpose as per their request subject to advertising the intent to enter into the agreement for public comment/inputs/objections; and
- (c) that the rental be determined as per the tariff rate.

FOR FURTHER DETAILS CONTACT:

NAME	PIET SMIT
POSITION	<i>Manager: Property Management</i>
DIRECTORATE	<i>Corporate Services</i>
CONTACT NUMBERS	021-8088750
E-MAIL ADDRESS	Piet.smit@stellenbosch.gov.za
REPORT DATE	2019-10-28

7.2.7	PROPOSED SETTLEMENT OFFER IN THE MATTER BETWEEN G.S. VAN NIEKERK N.O & OTHERS (“THE APPLICANTS”) / STELLENBOSCH MUNICIPALITY (“THE MUNICIPALITY”) WITH REGARD TO THE REVIEW APPLICATION INSTITUTED TO REMOVE THE ILLEGAL ENCROACHMENT AND BOUNDARY FENCES ON ERF 1771 STELLENBOSCH (“THE MILLSTREAM”)
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

22 January 2020

1. SUBJECT: PROPOSED SETTLEMENT OFFER IN THE MATTER BETWEEN G.S. VAN NIEKERK N.O & OTHERS (“THE APPLICANTS”) / STELLENBOSCH MUNICIPALITY (“THE MUNICIPALITY”) WITH REGARD TO THE REVIEW APPLICATION INSTITUTED TO REMOVE THE ILLEGAL ENCROACHMENT AND BOUNDARY FENCES ON ERF 1771 STELLENBOSCH (“THE MILLSTREAM”)

2. PURPOSE

To consider the settlement proposal submitted by the Applicants to settle the dispute between the Applicants and the Municipality in the case G.S. Van Niekerk N.O & Others (“the Applicants”) / Stellenbosch Municipality (“the Municipality”) – Case number 8473/2019

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

Council resolved to have the fences removed and although the Municipal Manager in consultation with the Executive Mayor has delegated authority to settle court matters out of court they felt it appropriate in this instance to bring the matter to Council for approval due to the Council resolution.

4. EXECUTIVE SUMMARY

One of the owners affected by the council resolution removed its fence in accordance with the resolution. One of the owners requested the Municipality to remove the fence and that the costs will be paid to the municipality from the proceeds of the sale of the house. A contractor has been appointed to do the work and the costs of approximately R64 000 will be recovered from the owner. Two of the owners took the council resolution on review and the matter is set down for a hearing in May 2020. The applicants in the court matter are proposing a settlement of the matter. There are consultations with the last owner’s attorneys on the process to comply with the order.

The Applicants instituted review proceedings against Stellenbosch Municipality’s resolution of 31 October 2018, which resolved that the owners be instructed to demolish all structures/boundary fences impeding public access to the Millstream, and to move any and all boundary fencing to their own erf boundaries, within a period of 3 (three) months of receipt of the notice (“the Council resolution”), be reviewed and set aside. Furthermore, that the decision of the Municipality on or about 22 November 2018, alternatively on or about 14 May 2019, to issue notices pursuant to the Council’s resolution to the First to Fourth Applicants and the Fifth to Seventh Applicants, respectively (“the decision to issue the notices”), be reviewed and set aside. One of the Applicants’ prayers is that the Municipality pay the Applicants’ costs of the application, including costs of two counsel. The proposals are attached as **APPENDIX 1**.

MAYORAL COMMITTEE: 2020-01-22: ITEM 7.2.7

RESOLVED

that this item be referred back to Administration to obtain input from a tree specialist appointed by the Municipality.

7.2.8	CUSTOMER CARE FRAMEWORK
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

22 January 2020

1. SUBJECT: CUSTOMER CARE FRAMEWORK

2. PURPOSE

To inform and get approval of Council of the draft customer care framework within which the customer care electronic solution will be rolled out within the Stellenbosch Municipal Area (WC024) to improve service delivery structures and mechanisms in order to provide quality and consistent services to our customers.

3. DELEGATED AUTHORITY

Council approves frameworks for the administration to operate within.

4. EXECUTIVE SUMMARY

The report seeks to inform the Council with regards to the draft Customer Care Framework as well as the implementation of an electronic customer care management system. Although the municipality is already delivering quality services to its customers, the Administration uses various methods to keep track of service delivery complaints on different platforms and information is not centralised to be used for business decision and reporting purposes. By employing a central customer care electronic system for all Directorates it will improve the control over the complaints and provide info on the turnaround times and outstanding problems. It will also give valuable information to the staff to enable business decision on even asset management. This system will allow the Administration to manage our Service Delivery Units more effectively through management reports and analysis.

The implementation of the framework will force all directorates to develop standard turnaround times and they can be measured on the attention to complaints against these turnaround times.

This item served before Mayco in November and was referred back to the department to enable a presentation of the new electronic system to Mayco. This presentation took place on 15 January 2020. The item is resubmitted for the approval of the framework.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2020-01-22: ITEM 7.2.8

- (a) that the draft Customer Care Framework be approved;
- (b) that the Standard Operating Procedure be noted; and
- (c) that it be noted that a GIS-based customer care system will be customised and rolled out with a target date of June 2020 for full implementation.

7.3	FINANCIAL SERVICES: (PC: CLLR P CRAWLEY (MS))
7.3.1	MID-YEAR ADJUSTMENTS BUDGET FOR 2019/2020

Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

22 January 2020

1. SUBJECT: MID-YEAR ADJUSTMENTS BUDGET FOR 2019/2020

2. PURPOSE

To table the adjustments budget as envisaged by section 28 of the Municipal Finance Management Act (Act No.56 of 2003), for the 2019/2020 financial year, for approval.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

This adjustments budget addresses adjustments in terms of section 28 (2) a, b, d & f of the MFMA and is further explained as required by section 28 (2).

Attached as **APPENDIX 1** is an executive summary by the Accounting Officer.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2020-01-22: ITEM 7.3.1

- (a) that the Adjustments Budget as prescribed by the Budgeting and Reporting Regulations, as set out in **APPENDIX 1 and 2**, be approved;
- (b) that the following capital projects be adjusted over the MTREF (2020/2021) as follows:

Project	2020/2021	2021/2022
Upgrade Refuse disposal site (Existing Cell)- Rehab	2 500 000	1 000 000
Waste Minimization Projects	500 000	-
Basic Services Improvements: Langrug	8 220 682	5 500 000
Upgrade of WWTW: Pniel & Decommissioning Of Franschoek	32 800 000	36 000 000
Bulk water supply pipe and Reservoir: Kayamandi	19 500 000	-
Water Conservation & Demand Management	10 000 000	5 000 000
Waterpipe Replacement	8 000 000	7 000 000
Khayamandi Pedestrian Crossing (R304, River and Railway Line)	2 000 000	-
La Motte Clubhouse	800 000	-

MINUTES

MAYORAL COMMITTEE MEETING

2020-01-22

Public Ablution Facilities: Franschhoek	1 000 000	-
Upgrading of Traffic Offices: Stellenbosch	8 000 000	2 000 000
Spray/Water Parks	5 500 000	1 000 000
Upgrading of Stellenbosch Fire Station	5 000 000	-
Mont Rochelle Nature Reserve: Upgrade of Facilities.	1 000 000	-

- (c) that the Service Delivery and Budget Implementation Plan be adjusted accordingly, inclusive of the non-financial information (performance measurement).

FOR FURTHER DETAILS CONTACT:

NAME	KEVIN CAROLUS
POSITION	CHIEF FINANCIAL OFFICER
DIRECTORATE	FINANCIAL SERVICES
CONTACT NUMBERS	021 808 8528
E-MAIL ADDRESS	Kevin.Carolus@stellenbosch.gov.za
REPORT DATE	29 January 2020

7.3.2	OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY-REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: QUARTER 2 (01 OCTOBER 2019 - 31 DECEMBER 2019)
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Collaborator No: 675011
 IDP KPA Ref No: Good Governance and Compliance
 Meeting Date: 22 January 2020

1. SUBJECT: OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY-REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: QUARTER 2 (01 OCTOBER 2019 - 31 DECEMBER 2019)

2. PURPOSE

To submit to Council a report for the period 01 October 2019 – 31 December 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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2020-01-22: ITEM 7.3.2

- (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.

FOR FURTHER DETAILS CONTACT:

NAME	<i>Kevin Carolus</i>
CONTACT NUMBERS	<i>021 808 8528</i>
E-MAIL ADDRESS	<i>Kevin.Carolus@ Stellenbosch.gov.za</i>
DIRECTORATE	<i>Financial Services</i>
REPORT DATE	<i>08 January 2020</i>

7.3.3	WRITE-OFF OF DEBTS – INDIGENT CONSUMERS
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Collaborator No: 675015
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 22 January 2020

1. SUBJECT: WRITE-OFF OF DEBTS – INDIGENT CONSUMERS

2. PURPOSE

To request Council to approve the writing off of indigent debt that is considered to be irrecoverable.

3. DELEGATED AUTHORITY

Council to approve in terms of the approved Irrecoverable Debts Policy.

4. EXECUTIVE SUMMARY

Indigent debt rises constantly despite the fact that it is periodically written off by Council. This is mainly due to the municipality's inability to terminate or restrict electricity supply in areas where the municipality does not provide the service, coupled with the municipality's inability to manage and prevent excessive consumption of water.

Large scale installation of Water Management Devices (WMDs) will provide relief for both challenges, as it will assist in preventing an indigent consumer from building up an outstanding amount that he is unable to pay.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2020-01-22: ITEM 7.3.3

- (a) that it be noted that the write-off of indigent debt older than 90 days with regards to indigent consumers currently amounts to R17 267 791.18 as listed in **ANNEXURE 1**;
- (b) that the indigent accounts listed in **ANNEXURE 1** be written off as irrecoverable at the amounts reflected as being outstanding for ninety days in the Financial System of the Municipality on the day of actual write-off;
- (c) that a concerted effort be made to install Water Management Devices, capped at 6 kilolitres per month, at the properties of all indigent consumers;
- (d) that before write-off the indigent status be verified; and
- (e) that a condition of write-off is that Water Management devices for every indigent customer is installed; should the department not have adequate capacity to install the Water Management devices, the Municipal Manager is mandated to contract a service provider.

7.3.4	REVISED INDIGENT POLICY
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Collaborator No: 675017
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 22 January 2020

1. SUBJECT: REVISED INDIGENT POLICY

2. PURPOSE

Council to approve amendments to the Indigent Policy.

3. DELEGATED AUTHORITY

Council to approve.

4. EXECUTIVE SUMMARY

Shortcomings pointed out by the Auditor General (AG) during the audit of the 2018/19 financial year necessitate that certain amendments be made to the Indigent Policy.

The amendments proposed herein will address the concern of the AG, prevent possible audit queries in future and also make the Policy more user friendly in general to both Indigent residents as well as the Administration.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2020-01-22: ITEM 7.3.4

- (a) that Council takes cognisance of the proposed amendments and approve the amended Indigent Policy for the 2019/20 financial year; and
- (b) that the amended Policy be made public in terms of S21 of the Municipal Systems Act before actual implementation thereof.

FOR FURTHER DETAILS CONTACT:

NAME	<i>A Treurnich</i>
POSITION	
DIRECTORATE	<i>Finance</i>
CONTACT NUMBERS	<i>021 808 8016</i>
E-MAIL ADDRESS	<i>Andre.treurnich@stellenbosch.org.za</i>
REPORT DATE	<i>17 January 2020</i>

7.3.5	MFMA SECTION 52 REPORTING UP TO DECEMBER 2019
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Collaborator No: 675033
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 22 January 2020

1. SUBJECT: MFMA SECTION 52 REPORTING UP TO DECEMBER 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 2 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 October 2019 to 31 December 2019.

RECOMMENDATION FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2020-01-22: ITEM 7.3.5

that Council notes Section 52 Report (including quarterly performance report) – The second Quarter.

7.3.6	MID-YEAR BUDGET AND PERFORMANCE ASSESSMENT FOR 2019/2020
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Collaborator No: 675036
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 22 January 2020

1. SUBJECT: MID-YEAR BUDGET AND PERFORMANCE ASSESSMENT FOR 2019/2020

2. PURPOSE

To submit the Section 72 Report (Mid-year Budget and Performance Assessment) to Council.

3. DELEGATED AUTHORITY

FOR NOTICE BY MUNICIPAL COUNCIL

In terms of Section 54 of the Municipal Finance Management Act (MFMA), 56 of 2003.

4. EXECUTIVE SUMMARY

This report provides the progress made by the Municipality in terms of the Service Delivery Budget and Implementation Plan (SDBIP) for the period 1 July 2019 to 31 December 2019.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2020-01-22: ITEM 7.3.6

- (a) that Council takes note of the report and more specifically the assessment and forecasts contained in the report;
- (b) that Council takes note that an Adjustments Budget will be tabled to Council as a result of the following:
 - the appropriation of additional allocations received and increased realistically anticipated revenue during the financial year;
 - the reprioritization of projects in line with being completed by the communicated cut-off dates to facilitate year- end preparation;
- (c) that Council notes the performance of the Municipality against the set objectives contained in Section 2; and
- (d) that the Accounting Officer attends to ensuring that Directors put the necessary corrective measures in place to ensure that projects are managed proactively in a bid to ensure that Council meets its strategic objectives contained in the Service Delivery and Budget Implementation Plan and to report on same at the end of quarter.

7.4	HUMAN SETTLEMENTS: (PC: CLLR W PETERSEN (MS))
7.4.1	IDAS VALLEY LOW COST HOUSING PROJECT- CRITERIA FOR THE SELECTION OF BENEFICIARIES

Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good governance and Compliance

22 January 2020

1. SUBJECT: IDAS VALLEY LOW COST HOUSING PROJECT- CRITERIA FOR THE SELECTION OF BENEFICIARIES

2. PURPOSE

The main objective of the report is to obtain approval from Council for the criteria to be used for the selection of beneficiaries to be allocated houses in the Ida's Valley Low Cost Housing Project.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

The application is for Council to approve the beneficiary selection criteria to be used for the selection of beneficiaries and the allocation for the 89 Low Cost Houses in Idas Valley Housing Project.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2020-01-22: ITEM 7.4.1

- (a) that 90% of the beneficiaries be applicants residing in Ida's Valley and its surrounding farms in Ward 5 and Ward 6 who appear on the Municipal Housing Demand Database in order of their date of application;
- (b) that prioritisation be given to the oldest beneficiaries, but not to beneficiaries younger than 40 years of age in order of the registration date;
- (c) that prioritisation be given to households with applicant(s) or dependants with permanent disability and proof of such obtained from SASSA in a registration date ordered list; and
- (d) that 10% of the sites be reserved for people who qualify for housing assistance in terms of the Emergency Housing Policy already on the list, and preference be given to people residing in Ward 5 and Ward 6.

FOR FURTHER DETAILS CONTACT:

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

7.4.2	TO ENTER INTO A LAND AVAILABILITY AGREEMENT WITH SOCIAL HOUSING INSTITUTIONS (SHI'S) AND/OR OTHER DEVELOPMENT AGENCIES (ODA) FOR THE DEVELOPMENT AND MANAGEMENT OF AFFORDABLE RENTAL ACCOMMODATION IN THE APPROVED RESTRUCTURING ZONES
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Collaborator No: 675447
IDP KPA Ref No: Good governance and Compliance
Meeting Date: 22 January 2020

1. SUBJECT: TO ENTER INTO A LAND AVAILABILITY AGREEMENT WITH SOCIAL HOUSING INSTITUTIONS (SHI'S) AND/OR OTHER DEVELOPMENT AGENCIES (ODA) FOR THE DEVELOPMENT AND MANAGEMENT OF AFFORDABLE RENTAL ACCOMMODATION IN THE APPROVED RESTRUCTURING ZONES

2. PURPOSE

The purpose of this report is to obtain Council's approval to implement the recommendations of the Draft Feasibility Study on Social Housing by entering into Land Availability Agreements, with accredited Social Housing Institutions (SHI's) and/or another Development Agencies (ODA's), in order to extend the Municipality's housing intervention measures.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

The Social Housing Regulatory Authority (SHRA) was established in 2010 by the Minister of Human Settlements in terms of the Social Housing Act No. 16 of 2008. Stellenbosch Municipality, was identified as one of the leader towns to promote Social Housing, requested the Provincial Department of Human Settlements and the SHRA for funding to do the necessary feasibility studies in the approved restructuring zone. On the 7th of June 2019, a service provider was appointed by SHRA to carry out feasibility studies to determine the potential for Social Housing project development on three sites located within the Stellenbosch Municipality boundary in terms of the Social Housing Regulatory Authority's contract SHRA/RFP/SDT/-1/201920. The draft feasibility study report has been completed and is available at the Human Settlements Department, Housing Development. An Executive Summary is attached as **ANNEXURE 1**.

The focus areas are 3 precincts, namely Lap Land, La Colline, Teen- die Bult are home to 22 erven in Ward 10.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2020-01-22: ITEM 7.4.2

- (a) that Council approves in principle the development proposal of the 3 precincts namely Lap Land, La Colline, Teen-die-Bult, as set out in the draft feasibility studies;
- (b) that the Municipal Manager is authorised to undertake a process towards entering into Land Availability Agreements with competent Social Housing Institutions (SHI's) or Other Development Agencies (ODA's);
- (c) that a Smart Partnership and a Land Availability Agreement be entered into with the successful accredited Social Housing Institution (SHI) or Other Development Agency (ODA); and
- (d) that the proposed base criteria which need to be met by a viable Social Housing Institution, be noted.

7.5	INFRASTRUCTURE SERVICES: (PC: CLLR Q SMIT)
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NONE

7.6	PARKS, OPEN SPACES AND ENVIRONMENT: (PC: XL MDEMKA (MS))
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NONE

7.7	PLANNING AND ECONOMIC DEVELOPMENT: (PC:CLLR E GROENEWALD (MS))
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7.7.1	FEEDBACK ON THE PUBLIC PARTICIPATION PROCESS ON THE FUTURE USE/ UPGRADE OF THE BRAAK
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Collaborator No: 675450
 IDP KPA Ref No:
 Meeting Date: 22 January 2020

1. SUBJECT: FEEDBACK ON THE PUBLIC PARTICIPATION PROCESS ON THE FUTURE USE / UPGRADE OF THE BRAAK.

2. PURPOSE

To provide feedback on the notice for a public participation process relating to the proposed future use / upgrade of the Braak, which was published in the Eikestad Nuus. on 02/05/2019.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

The 25th meeting of the Council of the Stellenbosch Municipality authorised the Municipal Manager to follow a public participation process on the proposed future use/upgrade of the Braak, and that following the public participation process Council considers the inputs received before embarking on a Call for Design Proposals.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2020-01-22: ITEM 7.7.1

- (a) that Council notes the submissions received in response to the notice published to call for public input into the proposed future use / upgrade of the Braak as discussed in 6.1 and attached as **APPENDIX A**; and
- (b) that the submitted proposals be advertised for a period of 60 days after which it be resubmitted to Council for final consideration.

FOR FURTHER DETAILS CONTACT:

Name	Widmark Moses
Position	<i>Manager: Local Economic Development</i>
Directorate	<i>Planning & Economic Development</i>
Contact Numbers	<i>021 808 8179</i>
E-mail Address	<i>widmark.moses@ Stellenbosch.gov.za</i>
Report Date	<i>17-01-2020</i>

7.8	RURAL MANAGEMENT AND TOURISM: (PC: CLLR S PETERS)
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NONE

7.9	YOUTH, SPORT AND CULTURE: (PC: CLLR M PIETERSEN)
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NONE

7.10	MUNICIPAL MANAGER
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7.10.1	TABLING OF THE DRAFT ANNUAL REPORT 2018/19
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Collaborator No: 674978
 IDP KPA Ref No: *Good Governance and Compliance*
 Meeting Date: 22 January 2020

1. SUBJECT: TABLING OF THE DRAFT ANNUAL REPORT 2018/19

2. PURPOSE

To table to Council the Draft Annual Report for 2018/19 for consideration and to be released for public comment.

Furthermore, it is also the purpose of this submission to, after consideration of the Draft Annual Report 2018/19 by Council, to refer the Draft Annual Report 2018/19 to the Municipal Public Accounts Committee (MPAC) to fulfill the role of an Oversight Committee and make to make a recommendation to Council as contemplated in Section 129(1) of the Local Government: Municipal Finance Management Act, No. 56 of 2003 (MFMA).

3. DELEGATED AUTHORITY

The Executive Mayor must table the Annual Report in Council in terms of Section 127(2) read together with Sections 121 and 129 of the MFMA. The report must also be released for public comments in terms of Section 127(5) of the MFMA.

4. EXECUTIVE SUMMARY

The Annual Report must be tabled by the Executive Mayor within 7 months after the end of the financial year. The Draft Annual Report must be made public and the Municipal Manager must invite the public to provide input into the report. It has become practise that the Oversight Committee also invites the public to make verbal representations at meetings where the report is being discussed. A schedule with proposed dates for the meetings is also included hereto as **ANNEXURE A**. Council resolved in 2017 that MPAC has, as part of their terms of reference, the role to sit as Oversight Committee to consider the Draft Annual Report.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2020-01-22: ITEM 7.10.1

- (a) that Council notes the Draft Annual Report of 2018/19;
- (b) that Council takes note that the Municipal Manager will make the Draft Annual Report 2018/19 public for comment on the official website of the Stellenbosch Municipality and at the offices of the Municipality for a period of 21 days; the public will be invited through local print media to provide written inputs / comments on the draft report on or before 1 March 2020;
- (c) that Council refers the Draft Annual Report 2018/19 (**ANNEXURE B**) to MPAC to consider the Draft Annual Report 2018/19 and make recommendations to Council as contemplated in Section 129(1) of the MFMA;
- (d) that the proposed dates for the MPAC / Oversight meetings where the Draft Annual Report of 2018/19 will be discussed is detailed in Annexure A hereto: *(It should be noted that these are proposed dates which must still be confirmed by the MPAC Chairperson and the final dates will be advertised in the local print media);*
- (e) that Council approves MPAC's mandate to co-opt two members of the public with expertise in specific fields to assist and advise the Committee;

Rates for additional nominated community members as per Treasury Regulation 20.2.2. The once-off preparation tariff was used as a guide since the national Treasury does not have guidance in that regard. Consultation must take place to decide if the rate will remain the same.

Tariff	Number of co-opted Members	Not exceeding no. of hours	Remuneration
<i>Per hour tariff for attendance of meeting as a member</i>	2	45 hours	R 327.00 per hour
<i>Once-off Tariff for duties performed in preparation</i>	2	6 hours	R 1500 (for six hours)

- (f) that Council approves that the co-opted members can be remunerated in line with the recommendations of National Treasury Regulation in this regard.

FOR FURTHER DETAILS CONTACT:

NAME	Ms Shireen De Visser
POSITION	Senior Manager: Governance
DIRECTORATE	Office of the Municipal Manager
CONTACT NUMBERS	021 – 808 8035
E-MAIL ADDRESS	Shireen.devisser@stellenbosch.gov.za
REPORT DATE	15 January 2020

7.10.2	REVISED TOP LAYER SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN 2019/20
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Collaborator No: 674961
IDP KPA Ref No: *Good Governance and Compliance*
Meeting Date: 22 January 2020

1. SUBJECT: REVISED TOP LAYER SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN 2019/20

2. PURPOSE

To obtain Council's approval for the revisions made to the Top Layer (TL) Service Delivery and Budget Implementation Plan (SDBIP) 2019/20.

3. DELEGATED AUTHORITY

In terms of the Local Government: Municipal Finance Management Act, No. 56 of 2003, section 54(1)(c) *"the mayor must, consider and, if necessary, make any revisions to the service delivery and budget implementation plan, provided that revisions to the service delivery targets and performance indicators in the plan may only be made with the approval of the council following approval of an adjustments budget..."*

4. EXECUTIVE SUMMARY

The TL SDBIP 2019/20 was approved by the Executive Mayor on 26 June 2019.

It is common practice for a municipality, as provided for in the Local Government: Municipal Finance Management Act, No. 56 of 2003 (MFMA), to review its performance indicators and targets after approving the adjustments budget.

The TL SDBIP 2019/20 (as approved by the Executive Mayor) is attached hereto as **ANNEXURE A**. All changes (for ease of reference) which should be deleted and or amended are indicated with a strikethrough and an underline respectively.

It must also be noted that the TL SDBIP 2019/20 is the in-year plan of the municipality and amendments made to the TL SDBIP 2019/20 must also be read in conjunction with the Integrated Development Plan (IDP). Therefore changes made to the TL SDBIP 2019/20 are considered to be made in the IDP as well.

These changes will be effected with the review process of the IDP 2017-2022 to be submitted to Council for final approval during May 2020.

The reasons for the amendments to the following KPIs are as follows:

- a) KPI007- The target for the 2019/20 was increased due to more job opportunities created through the Municipality's EPWP programme;
- b) KPI018- The SMART (specific, measurable, attainable, realistic and time bound) principle is applied;
- c) KPI079- The target date was moved in terms of the meeting schedule of the portfolio committees;
- d) KPI026- The target date was moved to bring the indicator in line with the IDP submission to Council in May 2020;
- e) KPI027- The target date was moved in terms of the meeting schedule of the portfolio committees;

- f) KPI059- Target revised to bring it in line with budget;
- g) KPI039- The SMART principle is applied;
- h) KPI043- The SMART principle is applied;
- i) KPI044- The SMART principle is applied;
- j) KPI045- The SMART principle is applied;
- k) KPI074- The SMART principle is applied;
- l) KPI075- The SMART principle is applied;
- m) KPI076- The SMART principle is applied;
- n) KPI077- The SMART principle is applied; and
- o) KPI064- The SMART principle is applied;

The spelling and grammar in the document were also corrected where needed.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2020-01-22: ITEM 7.10.2

- (a) that the Revised TL SDBIP 2019/20 be approved;
- (b) that the Revised TL SDBIP 2019/20 be published on the Municipal Website; and
- (c) that the Revised TL SDBIP 2019/20 be submitted to:
 - i. Internal Audit Unit (for notification);
 - ii. Department of Local Government: Western Cape;
 - iii. Provincial Treasury: Western Cape;
 - iv. Auditor General of South Africa; and
 - v. National Treasury.

FOR FURTHER DETAILS CONTACT:

NAME	Ms Shireen De Visser
POSITION	Senior Manager: Governance
DIRECTORATE	Office of the Municipal Manager
CONTACT NUMBERS	021 – 808 8035
E-MAIL ADDRESS	Shireen.devisser@ Stellenbosch.gov.za
REPORT DATE	14 January 2020

8.	REPORTS SUBMITTED BY THE EXECUTIVE MAYOR
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NONE

9.	MATTERS TO BE CONSIDERED IN-COMMITTEE
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NONE

The meeting adjourned at 11:55.

CHAIRPERSON:

DATE:

Confirmed on

6.	STATUTORY MATTERS
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NONE

7.	CONSIDERATION OF ITEMS BY THE EXECUTIVE MAYOR: [ALD G VAN DEVENTER (MS)]
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7.1	COMMUNITY AND PROTECTION SERVICES: (PC: CLLR FJ BADENHORST)
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NONE

7.2	CORPORATE SERVICES: (PC: CLLR AR FRAZENBURG)
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7.2.1	ENCROACHMENT PERMIT APPLICATION: LAR-SHEI INVESTMENTS (PTY) LTD: PARKING BAYS ON ERF 235, STELLENBOSCH
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Collaborator No:

IDP KPA Ref No:

Good Governance

Meeting Date:

12 February 2020

1. SUBJECT: ENCROACHMENT PERMIT APPLICATION: LAR-SHEI INVESTMENTS (PTY) LTD: PARKING BAYS ON ERF 235, STELLENBOSCH

2. PURPOSE

To obtain Council's approval in principle to conclude an Encroachment Agreement with Lar-Shei Investments (Pty) Ltd to enable them to utilise/manage 18 parking bays on an encroachment basis for exclusive use by their tenants.

3. DELEGATED AUTHORITY

For decision by Municipal Council.

4. EXECUTIVE SUMMARY

Lar-Shei Investments (Pty) Ltd, the owners of the Lar-Shei Building, housing 18 flats and 8 commercial properties, applied for 18 parking bays on the parking area on erf 235 (public parking area) to be used exclusively by their tenants/owners.

A similar arrangement was approved for the Body Corporate of erf 7551, when it was developed during 2017. Lar-Shei and the Akkerhof Body Corporate, situated next to the Lar-Shei Building concluded an Agreement, whereby Akkerhof would give their consent Lar-Shei's application, on condition that they (Akkerhof) would be allowed to use 9 of the 18 parking bays for their tenants, should the application be approved by Council. The encroachment agreement would normally be for an unlimited period and contain a 3 months' notice period. The application will be advertised for public comment should Council in principle approve the application.

The item served before Mayco in November and was referred to address two matters:

1. Amount of parking spaces available at the parking area
2. To determine if this should be seen as inside or outside the CBD.

During an inspection by Infrastructure it was reported that there is around 130 parking bays available if the parking bays allocated to the Body Corporate of erf 7551 is deducted from the parking bays available. The application process for municipal employees indicates that we will need around 60 parking bays to accommodate the overflow from Bloemhof. There is therefore 18 bays available should Council want to approve the application of Lar-Shei.

The feedback from the Planning Department is that there is no hard line drawn to indicate the CBD or not. Given all the businesses around it is recommended that Council resolve that the area is for purposes of rates for parking encroachments regarded as falling within the CBD.

Council must now consider this application.

5. RECOMMENDATIONS

- (a) that Council considers the application;
- (b) that if the application is approved in principle:
 - (i) that the rates applicable to the CDB is applied for purposes of this application.
 - (ii) that the period for the approval be determined;
 - (iii) that the approval is subject to the advertisement of the in-principle decision for objections; and
- (c) that, following the public participation process, the matter be re-submitted to Council to make a final decision.

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Application for encroachment permit

An application was received from Lar-Shei Investments (Pty) Ltd, to lease 18 parking bays on erf 235 for exclusive use by their tenants. A copy of the application is attached as **APPENDIX 1**.

6.2 DISCUSSION

6.2.1 Property description

Lar-Shei and Akkerhof is situated on erven 213 and 7646 respectively, whilst the parking bays are situated on a portion of Remainder erf 235, as shown on fig 1 and 2, below.

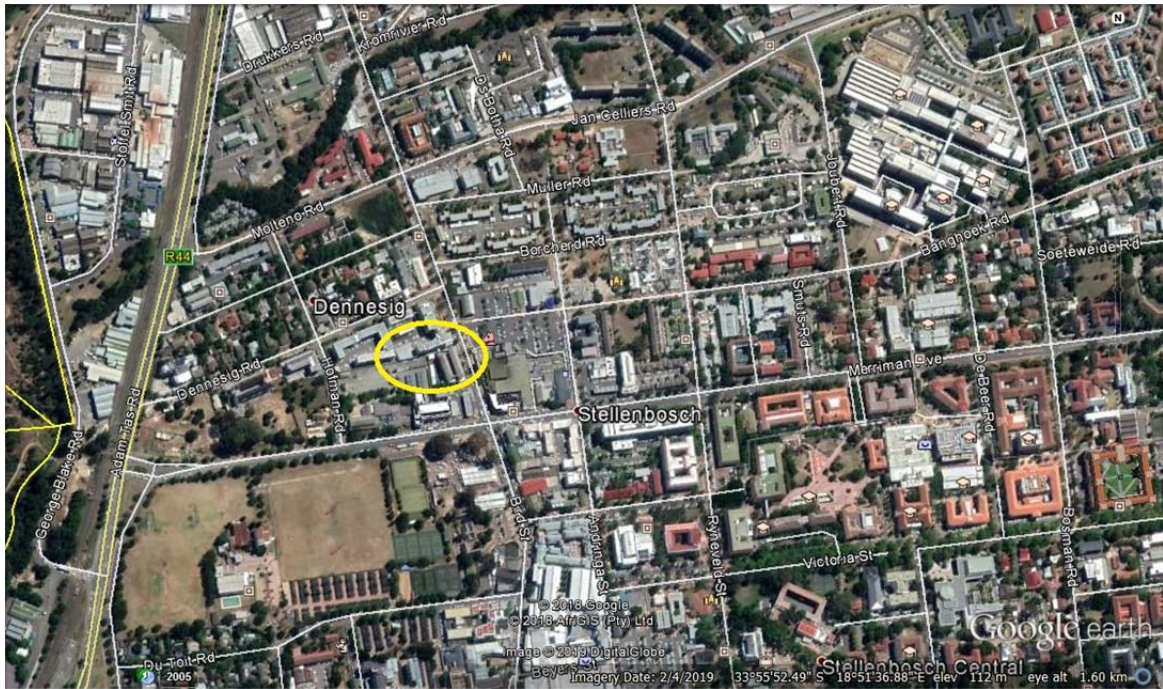


Fig 1: Location and context



Fig 2: Location of various sites in relation to erf 235

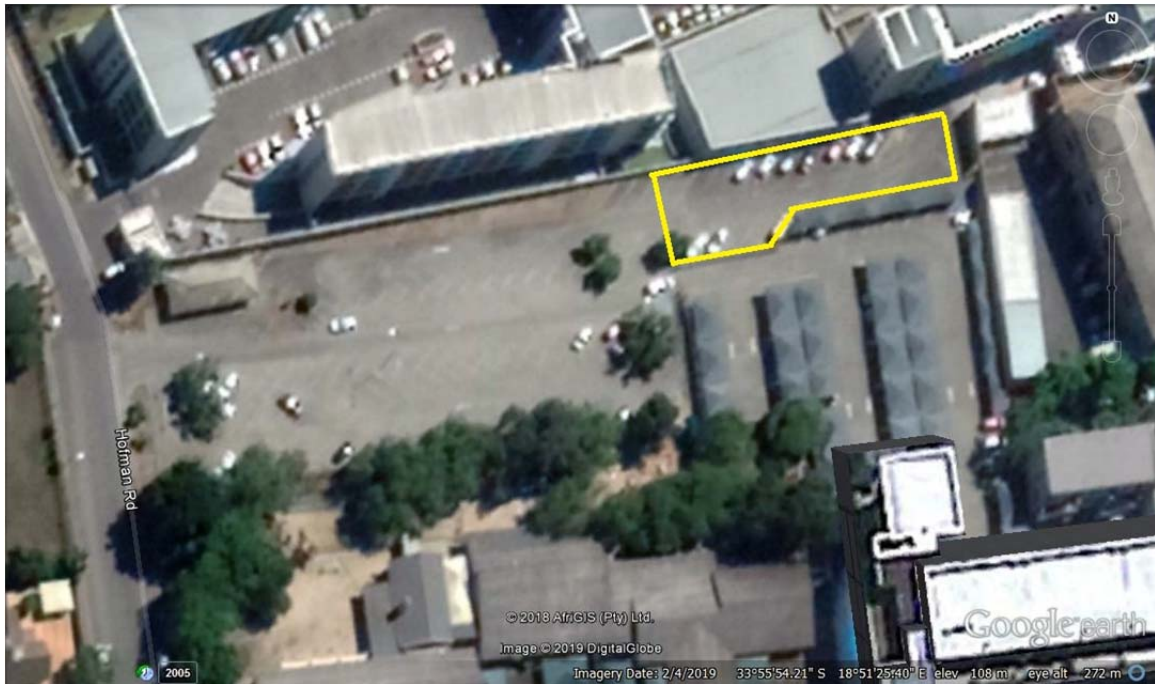


Fig 3: Extent of proposed encroachment

6.2.2 Ownership: Erf 3722

Remainder portion 235 is registered in the name of Stellenbosch Municipality by virtue of Title Deed T13664/1947. See attached as **APPENDIX 2** Windeed record.

6.2.3 The Proposal

Lar-Shei and Akkerhof is situated in Bird Street, but is also bordering the public parking area situated on Remainder portion 235. They concluded an Agreement in August 2018 in terms whereof:

- a) Both parties would apply to use parking bays situated on erf 235 on an encroachment basis;
- b) Both parties would use 9 dedicated parking bays;
- c) A service access would still be in place over the parking area for Akkerhof residents;
- d) They would put up palisade fencing and install an electronic access system, at their cost.

6.3 Financial Implications

In terms of the current approved tariff structure a monthly rental of R275.00 (in the CBD and Techno park)) and R130.00 (outside the CBD) per parking buy will be payable. There is no clear indication of where the CBD ends at this stage. Should it be approved it will lead to an annual income of R R59 400 or R28 080.00 (pending on the tariff). Residents are currently using the parking area for free as the current service provider is not managing the area and there is no dedicated parking. If the application is approved a dedicated amount of bays will be allocated to them.

6.4 Legal requirements**6.4.1 Municipal Ordinance, No 20/1974**

In terms of Section 127 (1) of the Municipal Ordinance, No 20 of 1974, when any immovable property owned by a municipality is encroached upon, the council may take steps to regularize* such encroachment.

*The issue of a permit in terms of Section 126 (1) will be deemed to be a regularization of the encroachment referred to in such a permit.

6.4.2 Municipal Asset Transfer Regulations

In terms of Section 36 of the Municipal Asset Transfer Regulation, when considering an application for an approval of a right to use municipal property, the following needs to be taken into account, *inter alia*:-

- a) whether the capital asset may be required for the municipality's own use during the period for which the right is to be granted;
- b) the extent to which any compensation to be received for the right, together with the estimated value of improvements or enhancements to the asset, will result in a significant financial benefit to the municipality;
- c) the (possible) risks and rewards associated with the use in relation to the municipality's interests;
- d) Any comments received from the local community, and
- e) Compliance with the legislative regime applicable to the proposed granting of the right.

6.4.3 Property Management Policy

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 (h) is where encroachment applications are received from adjoining owners, subject to approved tariff structure.

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

6.5 Staff Implications

Staff parking is currently under discussed and this area might be a solution to the limited parking in the CBD for staff and other residents. There is enough parking spaces available to accommodate the requests that will overflow from Bloemhof.

6.6 Previous / Relevant Council Resolutions

None

6.7 Risk Implications

The risks are addressed in the item.

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

Encroachment / lease agreement strictly on temporary basis, with no vested rights incurred to the applicant. It must be taken into account that the municipality is in process of reviewing and assessing parking requirements in the Stellenbosch CBD, and may in the near future utilize more extensively, upgrade or develop the Latsky Street parking area for municipal purposes.

ANNEXURES:

Annexure 1: Application Lar-Shei Investments (Pty) Ltd

Annexure 2: Windeed search

FOR FURTHER DETAILS CONTACT:

NAME	PIET SMIT
POSITION	Manager: Property Management
DIRECTORATE	Corporate Services
CONTACT NUMBERS	021-8088750
E-MAIL ADDRESS	Piet.smit@stellenbosch.gov.za
REPORT DATE	2019-11-12

ANNEXURE 1



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

ENCROACHMENT PERMIT APPLICATION FORM

A: APPLICANT'S DETAILS

Name : LAR-SHEI INVESTMENTS (PTY) LTD.

Physical address: 63 BIRD STREET
STELLENBOSCH

Postal code: 7600

Mailing address: P O BOX 1550
STELLENBOSCH

Postal code: 7599

E-mail address: andrea@pfstrust.co.za

Telephone: (021) 889 5601

Cell phone: (082) 807 6555

B: PROPERTY DETAILS OF APPLICANT

Erf/farm number : 213

Suburb:

Town: STELLENBOSCH

C: PROPERTY DETAILS OF ENCROACHMENT AREA

Erf/farm number : ERF 235
 Suburb:
 Town: STELLENBOSCH
 Area of encroachment: ±250.....m²

* To be supplemented with a sketch-plan with dimension in m²

D: TYPE OF APPLICATION:

Please mark the appropriate block

- For commercial purposes, other than for parking
- For commercial parking purposes,
- For residential parking purposes
- For non-commercial purposes (such as garden purposes, gates, ect)
- For projecting structures onto street reserves
- For projecting structures onto other council-owned land
- Other: please provide description:

Brief description of application: Lav Shei Building consists of 18 x 2 bedroom flats + 8 business premises (±1226m²) with only 12 Lock-up garages and 11 parking bays

Motivation: Sufficient parking was available on the vacant municipal area from Latsky street. The development on Erf 7551 closed off Latsky Street and reserved parking rights by means of a lease agreement with the Municipality. This caused that the previously available parking was unavailable

E: LIST OF ATTACHEMENTS AND SUPPORTING DOCUMENTS

Please mark the appropriate box

- Special Power of Attorney, where Applicant is not the owner
- Diagram of proposed area of encroachment
- Letters of consent (affected neighbours)
- Application fee (R600-00, non-refundable)

I hereby certify that the information supplied in this application form is correct and that I am property authorized to make this application.

Applicant's signature: *P. A. Emedocles*

Date: 7/10/2016

Full name: P. A. Emedocles



LAR-SHEI BELEGGINGS (PTY) LTD

Reg no: 1968/000753/07

14A Stone Square
Stellenbosch, 7600

Tel: (021) 889 5601
Fax: (086) 244 6364

Posbus/P O Box 1550
Stellenbosch, 7599

7 October 2016

APPLICATION FOR ENCROACHMENT – ERF 213 onto ERF 235

Lar Shei Building was erected on Erf 213 (± 1968).

The building consists of:

- 18 x two bedroom flats (approximately 18 x 78m²)
- 8 x commercial premises (± 1224 m²)
- 12 x lock-up garages
- 10 x parking bays

Next to the premises, municipal ground (Erf 235 from Latsky Street), supplied sufficient parking for Lar Shei and surrounding buildings over the years.

The development of erf 7551 during 2007, resulted in the closure of Latsky Street and the permanent closure of the parking facilities to Lar Shei. We have expressed our concern dated 15 March 2006 but did not object to the closure of Latsky Street and the exclusive letting of the property to the body corporate of erf 7551 as we were informed that we as Lar Shei, could apply for similar parking facilities. Even when the parking areas were erected, a conduit pipe was laid to enable enclosed parking for Lar Shei in the future.

In August 2008 we applied for the first time for additional parking facilities. We now wish to finalize this agreement.

We wish to enclose the parking area (14 parking bays) as per attached layout with a remote operated gate. As Akkerhof Body Corporate currently receives delivery via their rear entrance, we will supply a remote to the body corporate to enable them access.

As the original design of Lar Shei Building did not allow for sufficient parking, we have bought the property with the parking limitations. We wish to seek for a solution and resolve this problem at our own cost.

We trust that our application will be considered favorably.

Yours Truly

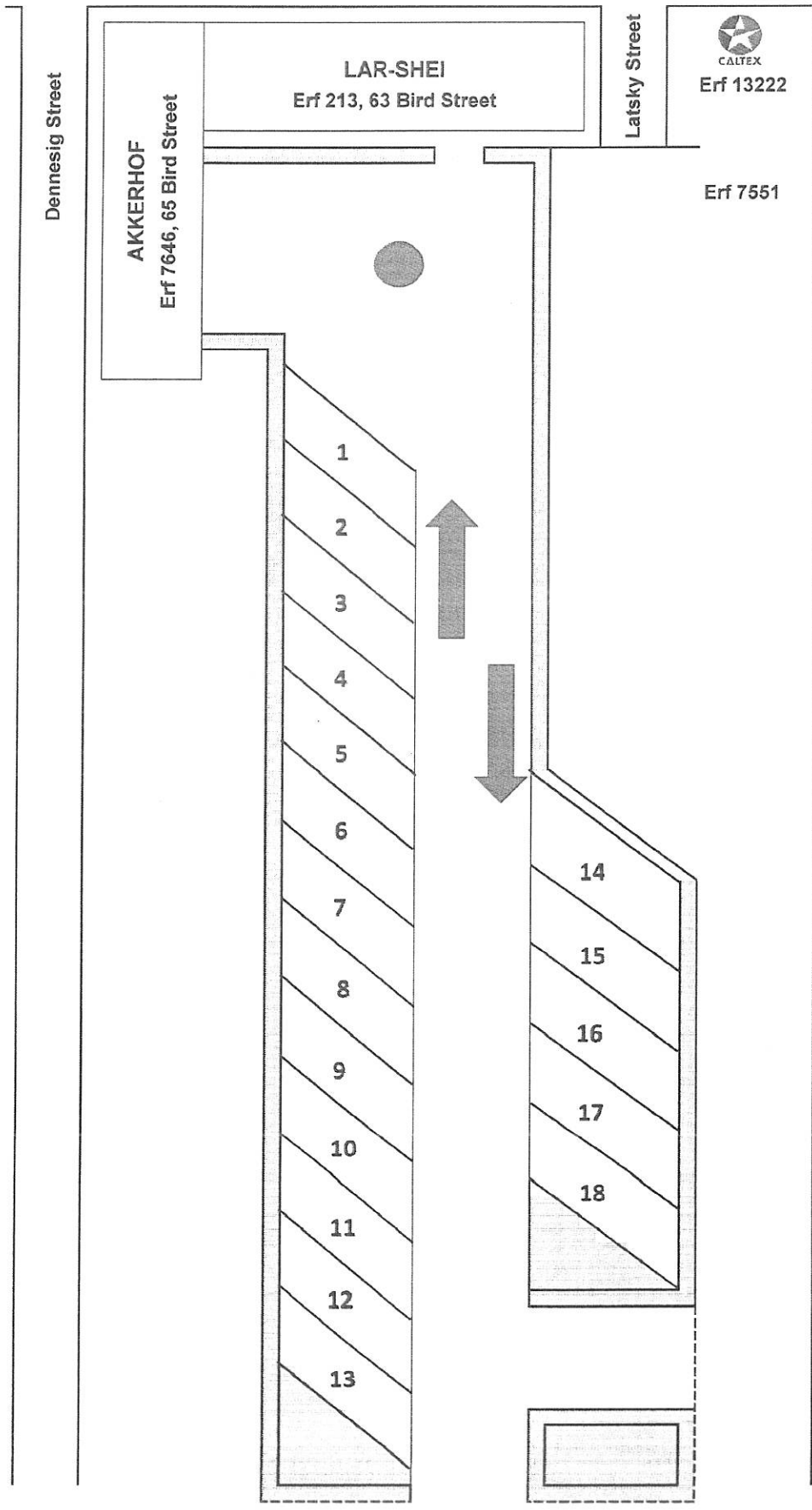
Andrea Empedocles

Director: Lar Shei Investments (Pty) Ltd

Direkteur: A P Empedocles P A Empedocles



Bird Street, Stellenbosch



Not to scale

LAR SHEI BELEGGINGS (Edms) Bpk

Reg no: 1968/00753/07

Dorpstraat 107 Dorp Street
Stellenbosch, 7600

Tel: 021-887 1373
Fax: 021-883 9634

Posbus/P O Box 1550
Stellenbosch, 7599

21 Augustus 2008

Stellenbosch Munisipaliteit
Pleinstraat
STELLENBOSCH
7600

Aandag: Mnr P Smit

Geagte heer

AANSOEK OM PARKEERPLEKKE TE ERF 235, STELLENBOSCH

Ons skrywe gedateer 10 Oktober 2007 (afskrif aangeheg), het betrekking.

Lar Shei Beleggings (Edms) Bpk is die eienaar van erwe 213 en 220, aanliggend tot Erf 235.

Hiermee doen ons aansoek vir die huur van 18 parkeerplekke op Erf 235, aanliggend tot ons perseel asook aanliggend tot die uitbreiding aan erf 7551.

Ons doen aansoek om addisionele parkeerruimte aangesien die huidige fasiliteite onvoldoende is en die oop ruimte wat tans gebruik word as parkering, ontwikkel word waardeur dit ontoeganklik sal wees vir die inwoners/huurders van Erf 213/220 (sien skrywe aangeheg).

Ons is in gesprekvoering met die ontwikkelaar van Erf 7551 om die ontwikkeling van die 18 parkeerplekke in samewerking met die parkeerplekke van Erf 7551 te doen om onder andere eenvormigheid te bewerkstellig.

Aangeheg 'n voorgestelde uitleg van die parkering waarvoor Erf 7551 aansoek gedoen het asook die voorgestelde addisionele 18 parkeerplekke vir erf 213/220 waarvoor aansoek gedoen word.

Ons verneem graag so spoedig moontlik van u

Die uwe



P A Empedocles
Direkteur
Sel: (082) 807 6555

LAR-SHEI BELEGGINGS (PTY) LTD

Reg no: 1968/000753/07

14A Stone Square
Stellenbosch, 7600

Tel: (021) 889 5601
Fax: (086) 244 6364

Posbus/P O Box 1550
Stellenbosch, 7599

UITTREKSEL VAN DIREKSIEVERGADERING

GEHOU OP 18 SEPTEMBER 2016

Daar is besluit dat:

1. Lar-Shei Beleggings aansoek doen by Stellenbosch Munisipaliteit vir die huur en gebruik van aanliggende parkering op erf 235, Stellenbosch
2. Peter Andrea Empedocles, Id no 611202 5050 08 6 gemagtig word om die nodige dokumentasie te onderteken ter uitvoering van hierdie besluit.

Geteken te Stellenbosch op 16 September 2016



Andrea Empedocles

Direkteure: A P Empedocles P A Empedocles

BERGZICHT BODY CORPORATE

The Municipal Manager
Stellenbosch Manager
P.O. Box 17
Stellenbosch
7600


For Attention: Mr. P. Smit

Dear Sir,

CONSENT FOR ENCROACHMENT: ERF 235.....

As owner(s) of erf 7551 I/we hereby give consent that the above-mentioned open erf may be made available to the owner of erf 213..... for purposes of parking.....

Signed at Stellenbosch on this 16th day of Sep 2016.


.....
Owner/Representative



STELLENBOSCH
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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

ENCROACHMENT PERMIT APPLICATION FORM

A: APPLICANT'S DETAILS

Name : André Buys (Chairperson Akkerhof Body Corporate)

Physical address: 65 Bird Street
Stellenbosch
Postal code: 7600

Mailing address: Merriman Place, 2nd Floor, Office 2
Merriman Avenue
Stellenbosch
Postal code: 7600

E-mail address: roean@marite.co.za

Telephone: (021) 882 9061

Cell phone: N/A

B: PROPERTY DETAILS OF APPLICANT

Erf/farm number : 7646

Suburb: Stellenbosch Central

Town: Stellenbosch

C: PROPERTY DETAILS OF ENCROACHMENT AREA

Erf/farm number : 7551.....
 Suburb: Stellenbosch Central.....
 Town: Stellenbosch.....
 Area of encroachment:m²

* To be supplemented with a sketch-plan with dimension in m²

D: TYPE OF APPLICATION:

Please mark the appropriate block

- For commercial purposes, other than for parking
- For commercial parking purposes,
- For residential parking purposes
- For non-commercial purposes (such as garden purposes, gates,ect)
- For projecting structures onto street reserves
- For projecting structures onto other council-owned land
- Other: please provide description:

Brief description of application: Akkerhof and Lar Shei have signed an agreement..
to share the parking spaces and to enclose the area for use as a parking area for our..
tenants and owners......

Motivation: Both complexes do not have enough parking spaces and would like to make..
the additional parking spaces available to tenants and owners.....

.....

E: LIST OF ATTACHEMENTS AND SUPPORTING DOCUMENTS

Please mark the appropriate box

- Special Power of Attorney, where Applicant is not the owner
- Diagram of proposed area of encroachment
- Letters of consent (affected neighbours)
- Application fee - non-refundable

I hereby certify that the information supplied in this application form is correct and that I am property authorized to make this application.

Applicant's signature: ..  Date: 3 August 2018

Full name: .. André Buys (Chairperson Akkerhof Body Corporate)

FOR OFFICIAL USE

- The application was considered onby.....
- The application was

APPROVED

NOT APPROVED

Conditions (if any):
.....
.....

Applicant was informed of outcome on

.....
SIGNATURE OF RESPONSIBLE OFFICIAL

.....
DATE

Name:.....

***If approved**

Encroachment fee paid

Encroachment Agreement signed

Agreement/Permit processed on Contract Management System

.....
SIGNATURE OF RESPONSIBLE OFFICIAL

.....
DATE

Name:.....

AKKERHOF REGSPERSOON / BODY CORPORATE

Merriman Place, Merriman Avenue
Stellenbosch
7600

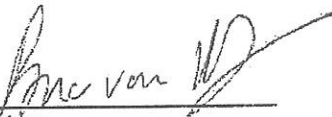
Tel: (021) 882-9061

PO Box 856
Stellenbosch
7599

Letter of Consent

Herewith the Akkerhof Body Corporate would like to give consent to the affected neighbors, Lar Shei, to rent half of the parking bays on the municipal ground at the back of the Akkerhof and Lar Shei buildings, as stipulated in the cooperation agreement between the two parties.

The body corporate Akkerhof also gives consent for the enclosing of the parking space, as stipulated in the cooperation agreement between Akkerhof and Lar Shei.


Trustee


André Buys

Trustee

Date: 15 August 2018

AKKERHOF REGSPERSOON / BODY CORPORATE

Merriman Place, Merriman Avenue
Stellenbosch
7600

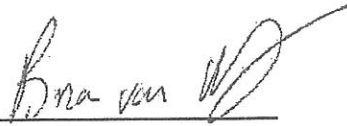
Tel: (021) 882-9061

PO Box 856
Stellenbosch
7599

Special Power of Attorney

At a meeting of the trustees of Akkerhof Body Corporate held at Stellenbosch on 24th day July 2018, it was resolved that Akkerhof Body Corporate give signatories to André Buys (id number 6407015013080), in his capacity as trustee (chairperson), be authorised and empowered, as he is hereby empowered, to sign and execute on behalf of Akkerhof Body Corporate, the applicable application forms, agreement and authorisation of user and all other relevant documentation required by the municipality.

Certified a true copy



Trustee



André Buys

Trustee

Date: 15 August 2018

SAMEWERKINGSOORENKOMS

tussen

Lar-Shei Beleggings (Edms) Bpk

Reg no: 1968/000753/07

(hierna **Lar-Shei** genoem)

Met Adres: Bo Langstraat 15

Paarl 7646

Epos: andrea@pfstrust.co.za

Kontaknommer: (082) 807 6555

en

Regspersoon van Akkerhof-deeltitelskema

Reg no: SS215/86

(hierna **Akkerhof** genoem)

Met adres: Birdstraat 65

Stellenbosch 7600

Epos: roean@marite.co.za

Kontaknommer: (021) 882 9061

1. DOEL VAN SAMEWERKINGSOOREENKOMS

Aangesien beide Lar-Shei en Akkerhof 'n behoefte aan bykomende parkering het, is hulle voornemens om elkeen 'n afsonderlike huurooreenkoms met die Stellenbosch-munisipaliteit (hierna **die Munisipaliteit** genoem) vir 'n gedeelte van die hierin vermelde perseel te sluit ten einde die perseel op die hierin vermelde voorwaardes tot hul voordeel as parkeerterrein vir die Lar-Shei- en Akkerhof-gebouekompleks te ontwikkel en te bestuur.

2. PERSEEL

Die perseel (hierna **die parkeerterrein** genoem) wat die Partye beoog om te huur, is geleë op Erf 235, Stellenbosch, is in die naam van die Munisipaliteit geregistreer, en bied tans parkeerplek vir **18 (agtien)** voertuie.

3. GETAL PARKEERPLEKKE PER PARTY

3.1 Die Partye beoog om ingevolge afsonderlike huurooreenkomste met die Munisipaliteit elkeen **9 (nege)** parkeerplekke te huur: Met dien verstande dat die getal parkeerplekke op die parkeerterrein finaal bepaal sal kan word slegs nadat die veiligheidsheining bedoel in Klousule 6 opgerig is.

3.2 Die finale uitleg van die parkeerplekke sal aangetoon word in 'n uitlegplan wat as **Bylae A** hierby aangeheg moet word.

4. GEBRUIK VAN PARKEERPLEKKE

4.1 Elke Partye onderneem om sy gehuurde getal parkeerplekke slegs vir die doeleindes van eienaars en huurders van eenhede in sy gebouekompleks aan te wend.

4.2 Indien 'n Partye nie al die parkeerplekke wat hy huur, kan of wil benut nie, moet hy sodanige parkeerplek(ke) te huur aan die ander Partye aanbied teen dieselfde prys as waarteen hy dit van die Munisipaliteit huur (reg van eerste weiering).

4.3 Indien 'n Partye 'n aanbod in Klousule 4.2 bedoel in die geheel of gedeeltelik van die hand wys, kan die Partye wat die parkeerplekke te huur aanbied, ondanks Klousule 4.1, behoudens die voorwaardes van sy huurooreenkoms met die Munisipaliteit, daardie parkeerplek(ke) wat die ander Partye nie wil huur nie, op 'n maand tot maand kennisgewing van opsegging aan 'n persoon (wat nie 'n eienaar of huurder van 'n eenheid in die Lar-Shei- of Akkerhof-gebouekompleks hoef te wees nie) verhuur teen die tarief wat hy goeddink.

5. DIENSINGANG VIR DOELEINDES VAN AKKERHOF

5.1 Die Partye boekstaaf hiermee dat munisipale en ander dienstevoertuie tans oor die parkeerterrein toegang tot die diensingang van Akkerhof het, en Lar-Shei onderneem

Paraaf:  

om sodanige toegang op generlei wyse te beperk of te belemmer nie.

- 5.2 Akkerhof moet behoorlike beheer oor die betrokke dienstevoertuie uitoefen en sal vir hierdie doel 'n afstandbeheerkontrolle aan die Munisipaliteit uitreik.

6. KAPITAALBESTEDING

- 6.1 Ten einde geslote afstandbeheerde toegang tot die parkeerterrein te bewerkstellig, beoog die Partye om sekere kapitaalbesteding aan te gaan, wat onder meer besteding aan die volgende items insluit:

6.1.1 oprig van 'n staalpalisadeveiligheidsheining (min of meer in ooreenstemming met dié op die aanliggende parkeerterrein);

6.1.2 installing van 'n elektronies beheerde rolhek, alternatiewelik elektronies beheerde swaaihekke indien die uitleg van die parkeerterrein nie 'n rolhek kan akkommodeer nie;

6.1.3 elektriese installasie om die hekke te bedien;

6.1.4 heruitmerk en nommering van parkeerplekke.

6.2 Lar-Shei en Akkerhof onderneem om een kwotasie elk van diensverskaffers met 'n bewese rekord, tesame met 'n implementeringsplan, wat aan die Munisipaliteit se vereistes voldoen, vir gesamentlike goedkeuring deur die Partye voor te lê teen nie later nie as 30 dae nadat beide ooreenkomste met die Munisipaliteit onderteken is.

6.3 Die gepaardgaande kapitaalbesteding sal 50:50 deur die twee Partye gedra word.

7. SEKURITEIT EN TOEGANGSBEHEER

7.1 Alhoewel sekuriteit nie gewaarborg kan word nie, onderneem die Partye om toe te sien dat behoorlike sorg aan die dag gelê word met die gebruik van die parkeerterrein ten einde 'n redelike mate van sekuriteit te verkry.

7.2 Gesamentlik beheermaatreëls vir die gebruik van die parkeerterrein word as as **Bylae B** hierby aangeheg.

8. BESTUUR VAN PARKEERTERREIN

8.1 Die administrasie, beheer en normale instandhouding van die parkeerterrein sal deur Akkerhof hanteer word.

8.2 Enige wesentlike koste wat 'n Party in verband met sodanige administrasie, beheer en instandhouding wil aangaan, moet deur beide Partye goedgekeur word alvorens dit aangegaan kan word, en sal verdeel word in die verhouding van die getal parkeerplekke wat elke Party huur*: Met dien verstande dat —

Paraaf:

MB

V

- 8.2.1 Akkerhof vir sy rekening elektrisiteit vir die bedryf van die beheerde toegangsheertel sal verskaf; en
- 8.2.2 elke Party self die koste van die aankoop en instandhouding van afstandbeheerkontroles vir sy gebruik sal dra.
- 8.3 Indien 'n persoon wat die parkeerterrein vir die doeleindes van 'n bepaalde Party binnekom skade aanrig aan enige van die items wat op die parkeerterrein opgerig of geïnstalleer is, is daardie Party vir die herstelkoste van sodanige skade aanspreeklik: Met dien verstande dat indien daar skade aangerig word in omstandighede waar toerekenbaarheid nie redelikerwys bepaal kan word nie, sal die Partye gesamentlik vir die herstelkoste van die skade aanspreeklik wees in die verhouding van die getal parkeerplekke wat elke Party huur*.
- * *Byvoorbeeld: Indien 'n Party 80% van die parkeerplekke huur, sal hy 80% van die koste dra.*

9. BEËINDIGING VAN HUUROOREENKOMS

- 9.1 Indien 'n Party sy huurooreenkoms met die Munisipaliteit wil beëindig, moet hy die ander Party twee (2) kalendermaande kennis van sy voorneme gee, en beëindig hy daarmee ook outomaties hierdie Samewerkingsooreenkoms behoudens die bepalinge van Klousule 10.2.
- 9.2 Indien die Partye wedersyds ooreenkom om hul onderskeie huurooreenkomste met die Munisipaliteit te beëindig, beëindig hulle daarmee ook outomaties hierdie Samewerkingsooreenkoms behoudens die bepalinge van Klousule 10.3.
- 9.3 Indien die Munisipaliteit die huurooreenkoms van 'n bepaalde Party beëindig, word hierdie Samewerkingsooreenkoms daarmee ook behoudens die bepalinge van Klousule 10.2 outomaties beëindig.
- 9.4 Indien die Munisipaliteit die huurooreenkoms van beide Partye beëindig, word hierdie Samewerkingsooreenkoms daarmee ook behoudens die bepalinge van Klousule 10.3 outomaties beëindig.

10. BEËINDIGING VAN SAMEWERKINGSOOREENKOMS

- 10.1 'n Party kan die Samewerkingsooreenkoms met twee (2) kalendermaande skriftelike kennisgewing aan die ander Party beëindig, behoudens enige kontraktuele verpligtinge in terme van sy huurooreenkoms met die Munisipaliteit.
- 10.2 By beëindiging van die Samewerkingsooreenkoms soos in Klousule 9.1, Klousule 9.3 en hierdie Klousule 10.1 bedoel —
- 10.2.1 gaan eiendomsreg van al die items en toerusting wat vir die doeleindes hiervan op die parkeerterrein opgerig of geïnstalleer is oor op die ander Party;

Paraaf:

MS 70 

- 10.2.2 het die betrokke Party nie 'n eis vir die verhaling van enige uitgawes hoegenaamd wat hy vir die doeleindes hiervan aangegaan het teen die ander Party nie;
- 10.2.3 is die betrokke Party verantwoordelik vir die koste van enige herstelwerk wat die Munisipaliteit vereis aan daardie deel van die parkeerterrein wat hy gehuur het.
- 10.3 By beëindiging van die Samewerkingsooreenkoms soos in Klousule 9.2 en Klousule 9.4 bedoel, is die Partye 50:50 verantwoordelik vir die koste van enige herstelwerk aan die parkeerterrein wat die Munisipaliteit vereis.
- 10.4 Indien 'n Party nie binne 'n redelike tyd na die datum van die laaste handtekening op hierdie Samewerkingsooreenkoms 'n huurooreenkoms soos hierin bedoel met die Munisipaliteit sluit nie, sal hierdie Samewerkingsooreenkoms nietig wees.

11. HANTERING VAN DISPUUT

- 11.1 Indien daar 'n dispuut, onenigheid of eis tussen die Partye (hierna **die dispuut** genoem) voortspruitend uit, of hoegenaamd in verband met, hierdie Samewerkingsooreenkoms ontstaan, moet die Partye probeer om daardie dispuut by wyse van onderhandeling op te los, wat behels dat die een Party die ander Party skriftelik uitnooi na 'n vergadering waar hulle moet probeer om die dispuut binne sewe (7) dae na die datum van die uitnodiging te besleg.
- 11.2 Indien die dispuut nie by gemelde vergadering besleg word nie, moet die Partye gesamentlik by die *Arbitration Foundation of Southern Africa* — Reg No 1996 / 007496 / 08 (hierna **AFSA** genoem) aansoek doen om die dispuut op 'n dringende grondslag deur bemiddeling, en volgens die voorskrifte, van die AFSA-sekretariaat op te los.
- 11.3 Ondanks die bepalinge van Klousule 11.1 en Klousule 11.2 kan die Partye te eniger tyd skriftelik ooreenkom om die dispuut te verwys na 'n skeidsregter wat deur AFSA aangewys word.
- 11.4 Die Partye verbind hulle onherroepelik daartoe dat die uitslag van enige dispuutbeslegtingsprosedure in hierdie Klousule 11 bedoel —
- 11.4.1 finaal en bindend vir die Partye sal wees;
- 11.4.2 in werking gestel moet word; en
- 11.4.3 'n bevel van 'n bevoegde hof gemaak kan word.
- 11.5 'n Party mag nie ophou om al sy verpligtinge ingevolge hierdie Samewerkingsooreenkoms na te kom terwyl enige dispuutbeslegtingsprosedure bedoel in hierdie Klousule 11 aan die gang is nie.
- 11.6 Hierdie Klousule 11 bly bindend vir die Partye na die beëindiging van hierdie Samewerkingsooreenkoms vir welke rede ook al.

12. VOLLE OOREENKOMS

Hierdie Samewerkingsooreenkoms bevat die volle ooreenkoms tussen die Partye en geen uitdruklike of stilswyende waarborg of voorstelling, en geen byvoeging tot, of wysiging of skraping van, 'n bepaling of voorwaarde hiervan, is geldig tensy dit op skrif gestel en deur beide Partye onderteken is nie.

13. DOMICILIUM

Die Partye kies as hul onderskeie *domicilium citandi et executandi* die adresse soos uiteengesit op bladsy 1 van hierdie Samewerkingsooreenkoms.

14. JURISDIKSIE

Die Partye stem toe tot die jurisdiksie van die Landdroshof vir die beslegting van enige optrede of geding wat ingevolge hiervan ingestel mag word, soos bedoel in artikel 45 van die *Wet op Landdroshowe*, No 32 van 1944 (soos gewysig).

Geteken namens Akkerhof te Stellenbosch op 3 Augustus 2018.



Trustee: A Buys
(Behoorlik daartoe gemagtig)



Trustee: D Lorimer
(Behoorlik daartoe gemagtig)

As getuie:

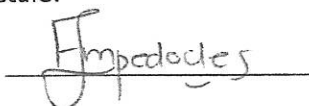


Geteken namens Lar-Shei te PAARL op 23 Augustus 2018.



Direkteur: Peter Andrea Empedocles
(Behoorlik daartoe gemagtig)

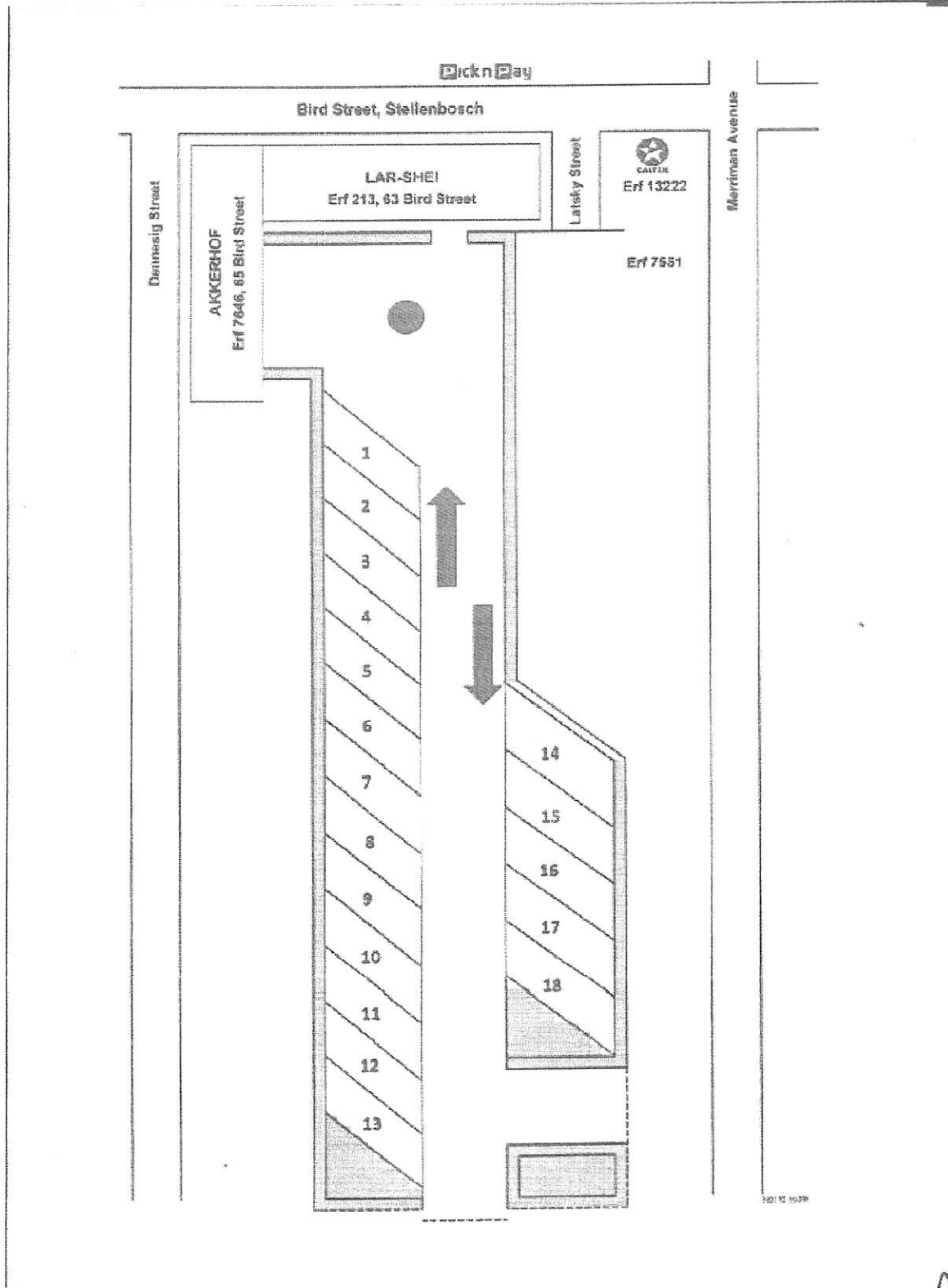
As getuie:



Paraaf:  

Bylae A

Uitleg van Parkeerterrein




Paraaf: *MB* *[Signature]*

Bylae B

BEHEERMAATREËLS**vir die gebruik van die Parkeerterrein**

Akkerhof en Lar-Shei kom gesamentlik ooreen dat:

1. Behoorlike rekord gehou sal word van persone en instansies aan wie toegangsbeheerkontroles uitgereik is;
2. die kontroles van persone en instansies wat nie meer op toegang tot die parkeerterrein geregtig is nie, terug geneem moet word;
3. die parkeerder nie sy kontrole aan 'n "vreemdeling" mag gee / leen nie;
4. gebruikers van die parkeerterrein moet wag totdat die hek behoorlik toe is voordat die terrein verlaat word;
5. voertuie nie parkeer mag word op sodanige wyse wat die vryvloei van verkeer belemmer nie;
6. voertuie nie sodanig parkeer mag word dat dit meer as een parkeerplek in beslag neem nie;
7. voertuie nie olie of ander smeermiddels mag mors op die parkeerterrein nie;
8. voertuie wat uitermatige rook of geraas maak, mag nie op die parkeerterrein gebring word nie;
9. geen herstelwerk of diens van voertuie op die parkeerterrein word toegelaat nie; en
10. gewone gedragsreëls van Lar-Shei / Akkerhof (na gelang van die geval) van toepassing is.

Paraaf: 



ANNEXURE 2

WinDeed Database Deeds Office Property

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STELLENBOSCH, 235, 0 (REMAINING EXTENT) (CAPE TOWN)

GENERAL INFORMATION

Date Requested 2019/05/27 13:24
Deeds Office CAPE TOWN
Information Source WINDEED DATABASE
Reference -

**PROPERTY INFORMATION**

Property Type ERF
Erf Number 235
Portion Number 0 (REMAINING EXTENT)
Township STELLENBOSCH
Local Authority STELLENBOSCH MUN
Registration Division STELLENBOSCH RD
Province WESTERN CAPE
Diagram Deed T13664/947
Extent 22.2888H
Previous Description -
LPI Code C0670022000002350000

OWNER INFORMATION**Owner 1 of 1**

Type LOCAL AUTHORITY
Name MUN STELLENBOSCH
ID / Reg. Number -
Title Deed T13664/1947
Registration Date 1947/07/21
Purchase Price (R) UNKNOWN
Purchase Date -
Share 0.00
Microfilm 2000 0113 5157
Multiple Properties NO
Multiple Owners NO

ENDORSEMENTS (4)

#	Document	Institution	Amount (R)	Microfilm
1	COMP-7-ERVEN	-	UNKNOWN	-
2	VIDE ERF 5356=66SQM	-	UNKNOWN	-
3	NOW SUBDIVISION	TOWN STELLENBOSCH ,ERF 9543 ,PRTN 0	UNKNOWN	-
4	NOW SUBDIVISION	TOWN STELLENBOSCH ,ERF 9544 ,PRTN 0	UNKNOWN	-

HISTORIC DOCUMENTS

No documents to display

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Imagery Date: 2/4/2019

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18°51'28.54" E

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7.2.2	TASK IMPLEMENTATION POLICY
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

12 February 2020

1. SUBJECT: TASK IMPLEMENTATION POLICY

2. PURPOSE

To recommend to MAYCO and COUNCIL that the TASK IMPLEMENTATION POLICY be approved.

3. DELEGATED AUTHORITY

The delegated authority for the approval of policies is Council.

4. EXECUTIVE SUMMARY

The TASK Implementation Policy was initially tabled at the Local Labour Forum Meeting of 23 January 2019. This policy document was referred by the Local Labour Forum to the Human Resources Development Sub-Committee for consultation with the labour unions. The Human Resources Development Sub-Committee could only commence with discussions of this policy on the 09th of September 2019, and discussions were finalized on the 14th of October 2019 for re-submission to the Local Labour Forum for adoption and Council for approval.

SAMWU requested an opportunity for further inputs at the LLF of 28 October 2019. The parties considered these further inputs at the Human Resources Development Sub-Committee meeting of 18th of November 2019 and finalized discussions at the Human Resources Development Sub-Committee meeting of the 16th of January 2020, and submitted a final draft to the LLF meeting on 27th January 2020 (postponed to 3rd February 2020) where it was adopted for recommendation to Mayco and Council for final approval.

The TASK Implementation Policy sets out the process in how job descriptions are evaluated, and the outcome implemented. The lack of such a policy was part of the reason why the implementation process that took place when TASK was first introduced in the organisation lead to so much unhappiness.

The policy was drawn up based on guidelines provided by SALGA and on the policies of municipalities that are situated in the District and therefore forms part of the evaluation unit for the District.

5. RECOMMENDATION

that the TASK Implementation Policy be recommended for APPROVAL to Council.

6.1 DISCUSSION

The Draft TASK Implementation Policy has been developed for purposes of providing the necessary structures, institutional arrangements and procedures for the evaluation of jobs within the Stellenbosch Municipality.

This will ensure that the Stellenbosch Municipality has uniform norms and standards in the description of similar jobs and their grading and to underpin job comparison.

The policy document has also been formulated to ensure that the implementation of the job evaluation system is implemented consistently within the municipality and that changes to outcomes are not made without a proper evaluation on the system and in terms of the policy.

The Human Resources Development Sub-Committee could only commence with discussions of this policy on the 09th of September 2019, and discussions were finalized on the 14th of October 2019 for re-submission to the Local Labour Forum for adoption and Council for approval. SAMWU requested an opportunity for further inputs at the LLF of 28 October 2019. The parties considered these further inputs at the Human Resources Development Sub-Committee meeting of 18th of November 2019, and finalized discussions at the Human Resources Development Sub-Committee meeting of the 16th of January 2020. The consulted policy is attached as **APPENDIX 1**.

6.2 Financial implications

If a post is evaluated lower than its current grading the incumbent (employee/official) will remain personal to incumbent until the employee/official vacates the post. If a post is graded higher than its current grading, and there is an employee/official in the post, then such result will be implemented in the first month after the outcome of the TASK Audit Committee is accepted by the Municipal Manager. There is no back-pay provision attached to the implementation.

6.3 Legal implications

Policy is in line with the SALGA Job Evaluation Guidelines and the provisions of Labour Law legislation.

6.4 Staff implications

Staff will not be prejudiced as a result of a lower grading. Such staff member will retain the salary component personal to incumbent. This will mean that there will be instances where employees doing the same job may be at different salary notches and even where employees reporting to a senior will receive a higher salary than the person he or she reports to. Currently there are several Managers reporting to the Section 56 managers that earn more than the Section 56 manager.

6.5 Risk implications

The grading result of certain posts may be higher than the current grading which will result in Council having to pay a higher salary, but there will not be any back-pay.

6.6 Previous council resolutions

Council has not previously approved a TASK implementation policy.

6.7 Comments from Senior Management

The policy document has been thoroughly consulted and may be submitted to Council for approval.

Annexure: Draft TASK Implementation Policy

FOR FURTHER DETAILS CONTACT:

NAME	<i>Annalene de Beer</i>
POSITION	<i>Director</i>
DIRECTORATE	<i>Corporate Services</i>
CONTACT NUMBERS	<i>021 – 808 8018</i>
EMAIL ADDRESS	Annalene.deBeer@stellenbosch.gov.za
REPORT DATE	<i>4th February 2020</i>

ANNEXURE 1



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

JOB EVALUATION AND TASK IMPLEMENTATION POLICY

DATE APPROVED BY COUNCIL:

IMPLEMENTATION DATE: 1 MARCH 2020

1. **CONTENTS**

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3	PURPOSE	3
4	KEY PRINCIPLES	4
5	ROLE AND RESPONSIBILITY OF MUNICIPAL MANAGER	4
6	JOB EVALUATION UNIT	5
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	RESPONSIBILITIES AND POWERS	6
7	PROVINCIAL AUDIT COMMITTEE	6
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8.	TASK IMPLEMENTATION REQUIREMENTS	7
9	JOB EVALUATION PROCESS	8
10	MEETING RULES OF JE UNITS AND PAC	9
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14	MANAGEMENT OF REVIEWS OF GRADING OUTCOME	11
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2.1. PREAMBLE

TASK is the uniform Job Evaluation System within the local government sector. It is the view that such uniformity is essential for a variety of sector processes such as wage bargaining, comparative understanding of workforce establishment levels and organisational form, sector skills planning, employment equity and the organisation of education and training.

This policy ~~must have reference to be read in the context of the~~ electronic TASK Job Evaluation System, and the TASK Job Evaluation System Training Manuals and ~~the TASK Job Evaluation~~ notes for the Municipal Sector used to do the actual evaluations.

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3.2. SCOPE OF APPLICATION

The terms of this policy shall be applicable to all employees in all municipalities in the Republic of South Africa except;

Municipal Managers and ~~the m~~Managers directly accountable to the Municipal Managers in terms of S567 of the Local Government Municipal Systems Act of 2000.

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3. PURPOSE

To implement the TASK Job Evaluation System within the Local Government sector to achieve uniform norms and standards in the description of similar jobs and their grading and to underpin job comparison.

To provide for the necessary structures, institutional arrangements and procedures for the evaluation of jobs in municipalities.

To ensure a single job evaluation system is implemented to avoid the remuneration disparities in the local government sector and specifically within Stellenbosch in the past.

To monitor adequate implementation of Task Job Evaluation System to achieve uniform remuneration within the local government sector.

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4. KEY PRINCIPLES

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4.1 The national wage curve in the local government sector shall be utilized to determine the salaries of TASK graded jobs.

4.2 Any post which undergoes a permanent change in job content, shall be re- evaluated.

4.3 No post in the ~~local government sector~~ Stellenbosch Municipality shall ~~ould~~ be filled without having been subjected to the TASK job evaluation process. Evaluations should not hamper filling of posts.

4.4 The content of job descriptions for all employees shall be the joint responsibility of the employer and the employee. The employer is responsible to ensure that all employees have job descriptions.

4.4.5 The trade union representative may represent an employee when there is a dispute about the content of a job description. The final decision on the content of a job description lies with the employer.

4.5.4.6 _____ T
The compilation of job descriptions shall be in the prescribed TASK format.

5. ROLE AND RESPONSIBILITIES OF THE MUNICIPAL MANAGER

5.1 The Municipal Manager is responsible for ensuring the implementation of the TASK Job Evaluation System in the Municipality.

5.2 The Municipal Manager must ensure that the Manager responsible for Human Resources (or delegate) takes full responsibility for supporting and driving the job evaluation implementation process.

5.3 The Municipal Manager shall ensure that sufficient staff and resources are allocated to support the process.

5.4 The Municipal Manager shall in terms of section 66 of the Municipal

Systems Act 2000 and section 29.the Basic Conditions of Employment Act ensure that all employees have a description of their job.

- 5.5 The Municipal Manager must ensure that the municipality keeps custody of the copies of job descriptions for all posts.
- 5.6 The Municipal Manager shall determine, where possible, the job description that entails a combination of responsibilities to ensure effective utilization of staff as contemplated in section 55 read with section 66 of the Municipal Systems Act of 2000.
- 5.7 The Municipal Manager shall incorporate the job evaluation process responsibility to the performance contract of every Manager.
- 5.8 The Municipal Manager shall ensure that all staff are informed how the TASK JE System works as required in terms of section 67 of the Municipal Systems Act, 2000.
- 5.9 The Municipal Managers for the cluster of municipalities who are responsible for job evaluation at district level shall appoint appropriate persons to serve on the Job Evaluation Unit.
- 5.10 Municipal Managers in the region shall ensure that Job Evaluation Units are established and functional.

6 JOB EVALUATION UNITS,

ESTABLISHMENT AND COMPOSITION

- 6.1 ~~The Municipal Manager shall ensure the establishment~~ a Job Evaluation Unit in his/her municipality's region-, to take responsibility of driving job evaluation.
- 6.2 ~~In instances where the capacity of the municipality makes it impossible to have a fully fledged unit to drive the process, a~~ The structure will comprise comprising of appropriate employees trained on TASK Job Evaluation System ~~shall be established~~ at least at the District level. ~~/cluster of districts.~~
- 6.3 The Job Evaluation unit established at a District level ~~/ cluster of districts~~ may will comprise of members from the relevant local municipalities.

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6.4 The composition of the JE Unit shall consist of the following

6.4.1 Head of JE Unit

6.4.2 Administrative / secretarial support

6.4.3 At least two (2) additional members from different municipalities within the region) who is responsible for –to assist in grthe grading of jobs

6.4.4 All nominees for membership shall undergo training.

7. ROLES AND RESPONSIBILITIES

7.1 The JE Unit shall conduct the evaluation of all jobs within the municipalities falling under its jurisdiction and present the outcome thereof for ~~adjudication~~audit by the ~~JE Panel~~PAC.

7.2. The responsibility of a JE Unit is both administrative (planning, prioritizing grading programs, quality control, receiving checking and filing job descriptions etc.) and the grading of jobs prior to submission to the Provincial Audit Committee (PAC)

7.3 Each JE Unit shall invite at least one Trade Union representatives from each of the recognized trade unions to participate as observers in the process of evaluating jobs.

7.4 For purposes of grading a quorum shall consist of three (3) members, appointed by the Municipal manager/s.In exceptional circumstances the evaluation may continue with only two members present.

7.5 The JE Unit may invite both the incumbent of the job as well as his/her manager and the Head of Departments inputs to confirm if the full particulars of the job were taken into account.

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8. PROVINCIAL AUDIT COMITTEE (PAC) COMPOSITION,

8.1 SALGA shall establish a Provincial Audit Committee to audit the outcomes of the JE results from the JE Unit/s.

8.2 The PAC shall consist out of at least ~~threefour~~ (34) members appointed by the SALGA Human Resources Workgroup, who are trained and experienced in the TASK system; and.

- 8.3 a secretarial/ administrative member to perform secretarial and administrative services
- 8.4 A quorum shall consist of two (2) members plus a SALGA representative~~three (3) members.~~
- 8.5 Members of the PAC shall serve on the panel for as long as possible~~but possible as but~~ not shorter than a period of at two~~at least one~~ years.
- 8.6 A representative of each of the recognized trade unions shall be invited and afforded an opportunity to participate as observers during the auditing.
- 8.7 The PAC shall convene on an ad hoc basis depending on the outcomes to be audited.
- 8.8 All nominees for membership may undergo additional training on how to conduct auditing.

8.9 RESPONSIBILITIES AND POWERS

It is the responsibility of every member of a PAC to:

- a) conduct auditing with due regard to the integrity of the TASK Job Evaluation System, its accepted rules, applications, definitions and terminology;
- b) to reach consensus where possible.
- c) request information or the further analysis or reformulation of information that is relevant to Job Evaluation in line with the requirements of the TASK Job Evaluation System;
- d) direct that the job be re-evaluated if there are reasons to believe that the outcome differs from the outcome of the JE unit. The JE Unit and the PAC must interact to reach final consensus on the job grade.
- e) Decide on the final outcome of the evaluation results.

9 TASK IMPLEMENTATION REQUIREMENTS

- 9.1 The critical elements required to implement the TASK System in a municipality are that the municipality:

- a) has an established organogram recording the position of all jobs and their designation.
- b) develops job descriptions in the prescribed TASK format
- c) that (a) and (b) at minimum have been used to evaluate the job using the TASK Software and accordingly arrived at a TASK Grade.

9.2 The TASK Job Evaluation System Policy shall be strictly adhered to by all concerned to ensure both consistency and adequate implementation.

~~9.3 SALGA shall communicate the list of all evaluated jobs from municipalities to Municipal Manager~~

9.3. SALGA shall communicate the list of all evaluated jobs from the municipalities to the Municipal Manager.

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JOB EVALUATION PROCESS

10.1 If a job has changed materially, a job incumbent or his/her relevant manager may make an application with reasons through the ~~departmental~~ Director-head, that the job be re-evaluated, provided that such functions were performed for more than 6 months. If the trade unions do not agree with the content of the job description they must motivate and provide written input to SMHR.

~~10.1~~ 10.2 Any request and motivation for re-evaluation of job content should be forwarded to the JE unit to determine whether the content has changed substantially.

10.3 The job evaluation process shall be done on a continuous basis by the JE unit for as long there are new posts being added to the structure or organogram of the municipality as per section 66 of the Municipal Systems Act, 2000 or current posts needs re-evaluation.

~~10.2~~ 10.4 The JE Unit shall ensure that the posts that are to be evaluated have been approved by the municipality as required by the Municipal Systems Act, 2000.

~~10.3~~ 10.5 If required, the JE unit shall gather the relevant facts from both the incumbent of the job as well as the relevant manager and the Head of Department of the job in question to ensure adequate information is available for the evaluation of the post.

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~~10.4 Both the incumbent of the job and the relevant manager may complete the prescribed questionnaire which elicit information and details that the elements of the TASK System considers to evaluate jobs. This information may be used to transfer information to the job descriptions.~~

~~11.4~~ ~~10.6~~ The incumbent of the post as well as the relevant manager and the Head of Department shall be required to sign off the job description prior to the JE unit grading the job on the TASK System.

~~9.8~~ 10.7 The evaluation takes place around a computer with the JE Unit representatives making an analysis for the:

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- a) determination of the *skill level* of the post;
- b) the scoring of the *factors* relating to Complexity, Knowledge, Influence and Pressure;
- c) the scoring of the *sub-factors* relating to Complexity, Knowledge, Influence and Pressure.

~~9.9~~ 10.8 This scoring must be read in the context of the TASK Job Evaluation System, the SALGBC customised TASK Job Evaluation System Training Manuals and the TASK Job Evaluation Notes for the Municipal Sector.

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~~11.9~~ ~~10.9~~ The JE Unit shall then compile a report for the PAC with appropriate audit trail.

~~11.10~~ ~~10.10~~ The PAC shall convene on an ad hoc basis to adjudicate on the evaluation results from the JE Unit.

~~11.11~~ ~~10.11~~ The PAC shall be furnished with all relevant documentation seven (7) working days prior to the date of the PAC meeting to ensure sufficient time to prepare.

~~11.12~~ ~~10.12~~ A representative of the JE Unit shall present the results to the PAC on request.

~~11.13~~ ~~10.13~~ The PAC shall consider and determine the final outcome for each job on a consensus basis.

~~11.14~~ ~~10.14~~ The PAC shall sign off the results of the job evaluation process prior to the JE unit communicating same to the Municipal Manager for

implementation on the effective date.

~~11.~~
~~12.~~
~~13.~~
~~14.~~

~~15.~~ **11. MEETING RULES OF THE JE UNITS AND PAC**

- 11.1 The JE Units and the PAC shall appoint a chairperson to perform the normal duties associated with such office.
- 11.2 The Units and PAC functions in terms of normally understood rules of meeting procedure.

11.3 An agenda should be prepared for every meeting.

~~10.1~~ The proceedings of all meetings must be recorded with particular reference to all prescribed administrative recording requirements.

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12. COSTS

- 12.1 Municipalities shall bear the proportional costs associated with Job Evaluation and auditing of results.
- 12.2 SALGA will develop a framework for the above.

13. CONFIDENTIALITY

13.1 Members of the JE Unit and PAC and observers shall maintain confidentiality on all scores and grading *outcomes* prior to formal notification and shall otherwise avoid disclosing information obtained in the process of job evaluation in a manner that may prejudice effective implementation

14. ROLE OF SALGA

- 14.1 SALGA will establish Provincial Audit Committees to deal with auditing of JE Results comprising of JE speci
- 14.2 Such representatives should preferably be active **JE Unit members** but shall in any event have undergone training in the *TASK System*.
- 14.3 SALGA will negotiate with the service provider for the acquiring of licenses

- 14.4 All jobs evaluated after the implementation shall be forwarded to SALGA for archiving and ease of
- 14.5 SALGA is responsible for monitoring the implementation and maintenance of the TASK Job Evaluation system in the sector in terms of the systems rules, definitions and terminology, and such supplementary rules and provisions as it may determine.
- 14.6 In respect to issues of the establishment of standards for the content and quality of Job Descriptions and uniform national Job Designation SALGA shall:
- a) develop Guidelines and criteria for Job Description writing and collect and promoting the use of example job descriptions reflective of the spectrum of jobs in the sector;
 - b) develop a common framework for the designation and identification of jobs in the sector;
 - c) identify generic and critical bench-mark jobs and encourage the adoption by municipalities of common national job description and designations;
 - d) analyze stand- alone jobs in particular municipalities in the national context and encouraging the adoption of more generic national standards in the designation and description of such jobs.
- 14.7 In respect of issues of the standard and consistency of application of the TASK systems and issues of customized for the sector to:
- a) monitor the consistency of the work of different PAC's through comparison of audit trails and choice motivations for similar or identical jobs and develop advisory noted or guidelines;
 - b) evaluate applicability of existing terminology and definitions and propose amendments or adjusted wording to ensure consistent and correct application of the system.
 - c) Monitor for any distorting effects in the application of the system arising from racial, gender, formal qualification or other factors underlying past or existing job designations and Job Descriptions that are inconsistent with principles of equal assessment of jobs of equal value.

- d) Conduct Audits and seeking to establish consistent practices in the performance and outcomes produced by PAC's.
- e) Publish any amended job descriptions.

15. MANAGEMENT OF REVIEWS OF GRADING OUTCOME

- 15.1 Municipalities / Incumbents who are dissatisfied with the outcome of the final job grade as decided by the PAC may request a review of the grading outcome in a prescribed form to the relevant JE Unit.
- 15.2 Requests for review should be lodged within 6 weeks after being informed of the final job grade.
- 15.3 The JE Unit will refer the matter to their Regional PAC who will then forward these reviews to a different PAC.
- 15.4 The PAC hearing the review shall hear the review within 3 months of the request.

~~15.5~~ 15.5 The outcome of the grading by the PAC is regarded as final shall be final and binding. The Municipal Manager may on good reasons shown implement a different outcome.

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~~17.16.~~ **DEFINITIONIONS**

~~3.4~~ All expressions used in this policy, which are defined in the Labour Relations Act, 1995, shall bear the same meanings as in the Act and unless the contrary intention appears, words importing the masculine gender shall include the feminine.

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16.1 *Review* shall mean an application by an employee or group of employees who are aggrieved with their final outcome job grade;

16.2 *Audit trail* shall mean the report generated by the TASK system detailing the skill level and corresponding factor statements weighting and points;

16.3 *Objection* shall mean the disagreement by a municipal manager on the outcome of the PAC ;

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3-2

~~17.1~~16.4 *Auditing* shall mean a technical exercise in verifying that the TASK system is being consistently applied in terms of its own rules and any other rules on implementation;

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No bullets or numbering

16.5 “*Factors*” shall mean the four TASK factors of Complexity, Knowledge, Influence and ~~P~~pressure;

16.6 “*Job Description*” shall mean a description of the content and duties of a post in terms of criteria and guidelines determined;

3-5

16.7 *Effective Date* shall mean the date of implementation after a job was graded, and shall be the beginning of the calendar month following the receipt of the grading from the PAC;

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16.8 “*Skill Level*” shall mean the Basic, Discretionary, Specialised, Tactical and Strategic Levels as per the TASK System;

16.9 “*Sub-factors*” ~~shall mean~~ shall mean – the fine the fine-tuning – of tuning – sub of sub-factors in the TASK system;

16.10 TASK shall mean Tuned Assessment of Skills and Knowledge;

16.11 “*TASK System*” shall mean the TASK Job Evaluation System in terms of its rules, application, definition and terminology;

16.12 *Review Procedure* shall mean the process which the PAC shall follow to review grading results arrived at by a different PAC;

16.13 PAC shall means a Provincial Audit Committee.

16.14 SMHR shall mean the Senior Manager Human Resources

The Policy will be reviewed on a bi-annual basis starting in 2022 or if any changes is needed based on operational needs.

7.2.3	PROPOSED DISPOSAL OF ERF 718, KAYAMANDI TO THE PROVINCIAL GOVERNMENT OF THE WESTERN CAPE
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Collaborator No:

DP KPA Ref No:

Meeting Date:

Good Governance and Compliance

12 February 2020

1. SUBJECT: PROPOSED DISPOSAL OF ERF 718, KAYAMANDI TO THE PROVINCIAL GOVERNMENT OF THE WESTERN CAPE

2. PURPOSE

To obtain Council's final approval for the disposal of erf 718, Kayamandi, to the Provincial Government of the Western Cape, to enable them to extend the existing clinic in Kayamandi.

3. DELEGATED AUTHORITY

For decision by the Municipal Council.

4. EXECUTIVE SUMMARY

On 2019-08-28 Council considered an application from the Provincial Government of the Western Cape to acquire erf 718, Kayamandi.

Council approved, in principle, that erf 718 be disposed of to the Provincial Government, subject to certain conditions, and subject thereto that Council's intention so to act be advertised for public inputs/objections. A notice to this effect was published. No inputs/objections were received. Council must now make a final determination in this regard.

5. RECOMMENDATIONS

- (a) that Council takes note of the fact that no inputs/objections were received, following the public notice period;
- (b) that it is confirmed that Erf 718 Kayamandi was identified as land not needed to provide the minimum level of basic municipal services;
- (c) that Council approves the disposal of Erf 718 Kayamandi to the Provincial Government of the Western Cape free of charge as it will be used for the greater good of the community and it is disposed of to the Provincial Government; and
- (d) that the disposal is on condition:
 - i) that the Provincial Government be responsible for the rezoning and consolidation of Erf 718; and
 - ii) that all costs associated with the transfer, including the cost of obtaining vacant occupation, be for the account of the Provincial Government.

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 In-principle decision

On 2019-08-28 Council considered an application from the Provincial Government of the Western Cape for the acquisition of erf 718, Kayamandi, to enable them to extend the existing clinic building.

Having considered the report, Council decided as follows:

30TH COUNCIL MEETING: 2019-08-28: ITEM 11.2.2

RESOLVED (*nem con*)

- (a) *that Erf 718 Kayamandi be identified as land not needed to provide the minimum level of basic municipal services;*
- (b) *that Council approves the disposal of Erf 718 Kayamandi to the Provincial Government of the Western Cape, free of charge, on condition:*
 - i) *that they be responsible for the rezoning and consolidation of Erf 718;*
 - ii) *that all costs associated with the transfer; including the cost of obtaining vacant occupation, be for the account of the Provincial Government.*
- (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;*
- (d) *that Council's intention to donate/sell Erf 718 to the Provincial Government be advertised for public inputs/objections; and*
- (e) *that, following the public notice, the item be brought back to Council to consider any inputs/objections before making a final decision.*

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

6.1.2 Public Works

Following the above resolution, an Official Notice was published in the local media, soliciting public inputs/objections; a copy of which is attached as **APPENDIX 2**.

6.2 Discussion

6.2.1 Comments/objections received

The closing date for submission of inputs/objections were 21 November 2019. At the closing date no such comments/inputs or objections were received.

6.3 Financial implications

There are no financial implications for the municipality.

6.4 Legal Implications

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

6.5 Staff Implications

No additional staff implications

6.6 Previous / Relevant Council Resolutions

28 August 2019 (**APPENDIX 1**)

6.7 Risk Implications

The risk implications are addressed in the item.

6.8 Comments from Senior Management

As this is a return item, it was not circulated for comments.

ANNEXURES:**Annexure 1: Agenda item that served before Council****Annexure 2: Public Notice****FOR FURTHER DETAILS CONTACT:**

<i>NAME</i>	Piet Smit
<i>POSITION</i>	<i>Manager: Property Management</i>
<i>DIRECTORATE</i>	<i>CORPORATE SERVICES</i>
<i>CONTACT NUMBERS</i>	<i>021-8088189</i>
<i>E-MAIL ADDRESS</i>	Piet.smit@stellenbosch.gov.za
<i>REPORT DATE</i>	<i>2020-01-22</i>

ANNEXURE 1



Collaborator No:
IDP KPA Ref No:
Meeting Date:

(To be filled in by administration)
Good Governance and Compliance
14 and 28 August 2019

1. SUBJECT

APPLICATION BY PROVINCIAL GOVERNMENT OF THE WESTERN CAPE TO ACQUIRE ERF 718, KAYAMANDI FOR THE UPGRADE AND EXPANSION OF THE EXISTING KAYAMANDI CLINIC

2. PURPOSE

To consider the application from the Provincial Government of the Western Cape to acquire erf 718, Kayamandi to enable them to upgrade and extend the existing clinic in Kayamandi.

3. DELEGATED AUTHORITY

For decision by the Municipal Council.

4. EXECUTIVE SUMMARY

With the transfer of the clinic function to the Provincial Government of the Western Cape it became evident that the clinic in Kayamandi, which is situated on erven 719 and 720, was encroaching onto erf 718. Erf 718 was allocated to the Seventh Day Adventist church during 1996, but the property was not yet transferred to them. Following a recent Council resolution to allocate an alternative site for the church (Erf 1523, Kayamandi was offered to the church, in exchange for erf 718). A formal application to acquire erf 718, Kayamandi has been received from the Provincial Government of the Western Cape to enable them to extend the clinic in Kayamandi.

5. RECOMMENDATIONS

- a) that erf 718 be identified as land not needed to provide the minimum level of basic municipal services;
- b) that Council, in principle, approve the disposal of erf 718 to the Provincial Government of the Western Cape, free of charge, on condition:
 - i) that they be responsible for the rezoning and consolidation of erf 718;

- ii) that all costs associated with the transfer; including the costs of obtaining vacant occupation, be for the account of the Provincial Government.
- c) that council consider whether the erf is donated or sold at a price below market value as it will be used for the benefit of the community
- d) that Council's intention to donate/sell erf 718 to the Provincial Government be advertised for public inputs/objections;
- e) that, following the public notice the item brought back to Council to consider any inputs/objections before making a final decision.

6. DISCUSSION / CONTENT

6.1 Background

Erf 718, measuring 990m² in extent, was awarded to the Seventh Day Adventist Church on 21 May 1996 at a sales price of R10/m². During May 2011, however, it was brought to our attention that the clinic (situated on erven 719 and 720) was encroaching onto Erf 718, and for this reason they could not take transfer of the clinic. The exchange of Erf 1523, Kayamandi, to the Seventh Day Adventist church in exchange for erf 718, was subsequently approved by Council.

6.2 Discussion

6.2.1 Application to acquire erf 718: Provincial Government of Western Cape

An application to acquire erf 718, Kayamandi, for the purpose of expanding and upgrading of the existing clinic, has been received from the Provincial Government of the Western Cape, a copy of which is attached as **APPENDIX 1**.

6.2.2 Location and context

Erf 718, measuring 990m² in extent, is situated in Basi Street, Kayamandi, as shown on Fig 1 and 2 below.



Fig 1: Location and context



Fig 2: Extent of Erf 718

6.2.3 Ownership

The ownership of Erf 718, a portion of erf 707 (General Plan 7888/1991), vests with Stellenbosch Municipality by virtue of Title Deed T59361/2002. See Windeed record attached as **APPENDIX 2**.

6.2.4 Valuation

Hereto attached two valuation reports compiled by Cassie Gerber and Knight Frank during 2015, valuing the property as follows:

Cassie Gerber:	R108 900.00
Knight Frank:	R150 000.00
Weighed average:	R129 450.00

Copies of the valuation reports is attached as **APPENDIX 3** and **4**.

Taking into account the community value to be received in exchange for the land, i.e an enlarged clinic, benefitting the community at large, it is recommended that the land be made available free of charge or sold at a nominal amount (below market value).

6.3 Legal Implications

In terms of Section 14(2) of the MFMA a Municipality may dispose of a capital asset, but only after the municipal council, in a meeting open to the public –

- (a) has decided on reasonable grounds that the asset is not needed to provide the minimum level of basic municipal services; and
- (b) has considered the fair market value of the asset and the economic and community value to be received in exchange for the asset.

In terms of Section 40 of the Municipal Supply Chain Management Regulations, a municipality's supply chain management policy must, *inter alia*, specify the ways in which assets may be disposed of to another organ of state at market related value or, whether free of charge.

Such policy must stipulate that immovable property may be sold only at market related prices, except when the public interest or the plight of the poor demands otherwise.

In terms of Chapter 3 of the Municipal Asset Transfer Regulations (R878/2008) the transfer of certain assets to another organ of state may be exempted from the provisions of Section 14 of the MFMA.

Sub-regulation 20 (1) (a) to (e) of the Regulations define the circumstances in which such transfer is exempted. The property in question does not fall within these provisions.

In terms of sub-regulation 20 (f)(i), however, section 14 (1) to (5) of the MFMA does not apply if a municipality transfer a capital asset to an organ of state in any other circumstances not provided in (a) to (e) (above) , provided that –

- (i) the capital asset to be transferred is determined by resolution of the Council to be not needed for the provision of the minimum level of basic municipal services and to be surplus to the requirements of the Municipality; and
- (ii) if the capital asset is to be transferred for less than fair market value, the municipality has taken into account, *inter alia* the expected loss or gain that is to result from the proposed transfer.

Further, in terms of Section 29 of the Regulations, the value of a capital asset to be transferred to an organ of state (as contemplated in section 20) must be determined in accordance with the accounting standards that the Municipality is required by legislation to apply in preparing its annual financial statements.

In the absence of such guidelines, any of the following valuation method must be applied:

- (a) Historical cost of the asset*
- (b) Fair market value of the asset;
- (c) Depreciated replacement cost of the asset; or
- (d) Realizable value of the asset.

From the above it is clear that, although the property under discussion does not fall in the categories described in section 20 (a) to (e) (exempted), Council can indeed regard it as being exempted, provided that the provisions of section 20 (f) (i) and (ii) have been considered.

6.4 Staff Implications

The report has no additional staff implications to the Municipality.

6.5 Previous / Relevant Council Resolutions

None

6.6 Risk Implications

The risks has been addressed in the report.

6.7 Comments from Senior Management

No comments received on due date after request send out

ANNEXURES:

Annexure 1: Application from Provincial Government Western Cape

Annexure 2: Windeed search

Annexure 3: Valuation report from Cassie Gerber

Annexure 4: Valuation report from Knight Frank

FOR FURTHER DETAILS CONTACT:

<i>NAME</i>	Piet Smit
<i>POSITION</i>	<i>Manager: Property Management</i>
<i>DIRECTORATE</i>	<i>CORPORATE SERVICES</i>
<i>CONTACT NUMBERS</i>	<i>021-8088189</i>
<i>E-MAIL ADDRESS</i>	Piet.smit@Stellenbosch.gov.za
<i>REPORT DATE</i>	<i>2019-08-02</i>

ANNEXURE 2



STELLENBOSCH
 STELLENBOSCH • PNIEL • FRANSCHHOEK
 MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

31/10/2019

OFFICIAL NOTICE

PROPOSED DISPOSAL OF ERF 718, KAYAMANDI TO THE PROVINCIAL GOVERNMENT OF THE WESTERN CAPE FOR THE PURPOSE OF EXPANDING THE EXISTING CLINIC

Notice is hereby given in terms of par. 9.2.2 of Stellenbosch Municipality's Policy on the Management of Council-owned property of the Municipality's intention to dispose of a portion of Erf 718, Kayamandi to the Provincial Government of Western Cape for purposes of expanding the existing clinic.

Background

With the transfer of the clinic function to the Provincial Government of the Western Cape it became evident that the clinic in Kayamandi, which is situated on erven 718 and 720, was encroaching onto erf 718. Erf 718 was allocated to the Seventh Day Adventists Church during 1996, but the property has not yet been transferred to them at the time.

Stellenbosch Municipality and the Seventh Day Adventists Church has subsequently reached an agreement in terms whereof they have accepted an alternative site.

For this reason Council can now consider the disposal of Erf 718 to the Provincial Government, to enable them to extend the existing clinic.

Council considered the matter on 2019-08-28. Having considered the matter, they resolved as follows:

RESOLVED (nem con)

- (a) *that Erf 718 Kayamandi be identified as land not needed to provide the minimum level of basic municipal services;*
- (a) *that Council, approves the disposal of Erf 718 Kayamandi to the Provincial Government of the Western Cape, free of charge, on condition:*
 - i) *that they be responsible for the rezoning and consolidation of Erf 718;*
 - ii) *that all costs associated with the transfer; including the cost of obtaining vacant occupation, be for the account of the Provincial Government.*
- (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;*
- (d) *that Council's intention to donate/sell Erf 718 to the Provincial Government be advertised for public inputs/objections; and*
- (e) *that, following the public notice, the item be brought back to Council to consider any inputs/objections before making a final decision.*

Further Particulars:

Further particulars, including the agenda item that served before Council, are available at the office of the Manager: Property Management during office hours.

Invitation to submit written inputs

Any interested and effected party who wishes to submit inputs/objections to the proposed transfer can do so by submitting it in writing to the Manager: Property Management within 21 days from date of this notice being published.

Any such comments/objections can be submitted by hand, posted or by e-mail to:

Physical Address: 3rd Floor
 Absa (Oude Bloemhof) Building, Corner of Plein and Rhyneveld Street
 Stellenbosch
 7600

Postal address: PO Box 17
 Stellenbosch
 7599

e-mail: piet.smit@stellenbosch.gov.za

In terms of the provisions of Section 21(4) of the Municipal Systems Act, anyone who cannot read or write is welcome to contact the office of the Manager: Property Management for assistance.

G METTLER
MUNICIPAL MANAGER

DATE

7.2.4	APPLICATION FOR A LONG TERM LEASE AGREEMENT BETWEEN STELLENBOSCH MUNICIPALITY AND THE STELLENBOSCH FLYING CLUB: PORTION L OF FARM 502, STELLENBOSCH
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

GOOD GOVERNANCE

12 February 2020

1. SUBJECT: APPLICATION FOR A LONG TERM LEASE AGREEMENT BETWEEN STELLENBOSCH MUNICIPALITY AND THE STELLENBOSCH FLYING CLUB: PORTION L OF FARM 502, STELLENBOSCH

2. PURPOSE

The purpose of this report is to consider an application from the Stellenbosch Flying Club to enter into a long term lease agreement with the club.

3. DELEGATED AUTHORITY

The Municipal Council must consider the matter.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality concluded a Lease Agreement with the Stellenbosch Flying Club on 10 February 1992, which agreement is due to expire on 21 March 2021. They have requested that the Lease Agreement be renewed for another 30 year term. Although the Lease Agreement does not have a provision dealing with a renewal and therefore it is suggested that a new agreement be entered into should Council approve of the request for a long-term lease. If Council decide to enter into a private treaty the intention to enter into the long term lease must be advertised for public inputs/objections/alternative proposals.

5. RECOMMENDATIONS

- (a) that the land in question, i.e. portion L of Farm 502, Stellenbosch, be identified as land not needed for the municipality's own use during the period for which the right is to be granted;
- (b) that Council considers whether it wants to approve a long term Lease Agreement on the basis of a private treaty agreement as provided for in Regulation 34(1) (b) of the ATR, read with paragraph 9.2.2.1 (l) of the Policy on the Management of Council owned property;
- (c) that the public participation process envisaged in Regulation 35 of the ATR be followed before an in-principle decision is taken;
- (d) That the draft Information Statement be considered for the public participation process; and
- (e) that, following the public participation process referred to above, a report be submitted to Council in order to make an in-principle decision.

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Existing lease agreement

Since 1973 the Stellenbosch Flying Club is leasing a portion of land, approximately 28.2ha in extent) from Stellenbosch Municipality. They currently leases and occupies the area in terms of an Agreement of Lease dated 10 February 1992, which agreement is due to expire on 31 March 2021. The current Lease Agreement does not allow for a renewal and/or extension of the term. A copy of the agreement is attached as **APPENDIX 1**.

6.1.2 Application for renewal of Lease Agreement

Hereto attached as **APPENDIX 2** a self-explanatory letter received from the Stellenbosch Flying Club, dated 21 June 2018.

6.2 Discussion

6.2.1 Locality and context

The locality of the Stellenbosch Airfield is indicated on Fig 1 below.



Fig 1: Location and regional context

6.2.2 Services

The Stellenbosch Airfield has been operating since the early 1900's and over time the required infrastructure and services to operate an airfield of this nature has been acquired. The full complement of municipal services are available.

6.2.3 Ownership

The ownership of Farm 502 vests with Stellenbosch Municipality.

6.2.4 Legal requirements

6.2.4.1 Asset Transfer Regulations

6.2.4.1.1 Granting of rights to use, control or manage a capital asset

In terms of Regulation 34, a municipality may grant a right to use, control or manage a capital asset only after:

- 1) a) The accounting officer has, in terms of Regulation 35, concluded a public participation process regarding the proposed granting of the right; and
 - b) The municipal Council has approved in principle that the right may be granted.
- 2) Sub-regulation (1)(a) must be complied with only if:
 - a) the capital asset in respect of which the proposed right is to be granted has a value in excess of R10m; and
 - b) a long term right is proposed.

*Please note that, for the purpose of this report, it will be assumed that the property falls within this category, i.e. value in excess of R10M. According to the General Valuation of 2017 the total Municipal valuation of the property is R20,339 million including a business category portion valued at R17,519 million.

- 3) a) Only a Municipal Council may authorise the public participation process referred to in sub-regulation (a)
 - b) a request to the Municipal Council for the authorisation of a public participation process must be accompanied by an Information Statement*, stating:
 - i) the reason for the proposal to grant a long term right to use, control or manage the relevant capital asset;
 - ii) any expected benefit to the municipality that may result from the granting of the right;
 - iii) any expected proceeds to be received by the municipality from the granting of the right; and
 - iv) any expected gain or loss that will be realised or incurred by the municipality arising from the granting of the right.

*Hereto attached as **APPENDIX 3** an Information Statement, as required by sub-regulation 3.

6.2.4.1.2 Public participation process for granting of long term rights

In terms of Regulation 35, if a Municipal Council has in terms of Regulation 34(3)(a) authorised the Accounting Officer to conduct a public participation process ... the Accounting Officer must, at least 30 days before the meeting of the Municipal Council at which the decision referred to in Sub-regulation (1)(b) is to be considered (i.e. in principle decision)

- a) In accordance with Section 21A of the Municipal Systems Act:
 - i) Make public the proposal to grant the relevant right together with the Information Statement referred to in Reg 34(3)(b); and
 - ii) invite the local community and interested persons to submit to the municipality comments or representations in respect of the proposed granting of the right; and
- b) solicit the views and recommendations of National Treasury or the relevant Provincial Treasury on the matter

6.2.4.1.3 Consideration of proposals

In terms of Regulation 36, the Municipal Council must, when considering the approval of any such right, 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

6.2.4.1.4 Conditional approval of rights

In terms of Regulation 40, an approval in principle in terms of Regulation 34(1) (b) that a right to use, control or manage a capital asset may be granted, may be given subject to any conditions, including conditions specifying:-

- a) The type of right that may be granted, the period for which it is to be granted and the way in which it is to be granted;
- b) The minimum compensation to be paid for the right, and
- c) A framework within which direct negotiations *for the granting of the right must be conducted if applicable

6.2.4.1.5 Granting of rights to be in accordance with disposal management system

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; or
- c) whether the right is to be granted to a private sector party or organ of state.

*The Policy on the Management of Council-owned property is regarded as the Municipality's Disposal management System. (See paragraph 6.2.4.2, below).

6.2.4.2 Policy on the Management of Council owned property

6.2.4.2.1 Competitive process

In terms of paragraph 7.2.1, unless otherwise provided for in the policy, the disposal of viable immovable property shall be effected by means of a process of public competition.

In terms of paragraph 9.1.1 of the Policy,

The type of a formal tender may vary, depending on the nature of the transaction:

- i) Outright tender may be appropriate where the Immoveable property ownership is not complex, and the Municipality is seeking obligations to be placed on the successful tenderer which are clear and capable of specification in advance.
- ii) Qualified tenders/call for proposals will be appropriate where the Immoveable property ownership position is complex or the development proposals for the Immoveable property are insufficiently identified or otherwise incapable of detailed specification at the pre-tender stage.
- iii) Call for proposals on a build-operate transfer (B.O.T) basis will be used if a developer is required to undertake the construction, including the financing, of a facility on Municipal-owned land, and the operation and maintenance thereof. The developer operates the facility over a fixed term during which it is allowed to charge facility users appropriate fees, rentals and charges not exceeding those proposed in its bid or as negotiated and incorporated in the contract, to enable the developer to recover its investment and operating and maintenance expenses in the project. The developer transfers the facility to the municipality at the end of the fixed term.

Such a process may, depending on the nature of the transaction, include a two-stage or two-envelope bidding process (proposal call) in terms of which only those bidders that meet the pre-qualification criteria specified in the first stage are entitled to participate in the second stage.

Should Council decide to follow a public competitive process, it is recommended that a Call for Proposals based on a two stage bidding process, be followed, in which case the following Preference Point System (see par. 14 of the policy) will be applicable unless determined otherwise by Council:

The awarding of proposal calls shall be adjudicated on a maximum one hundred (100) points system, set out as follows:

- (a) Price: Sixty (60) points maximum. The highest financial offer shall score sixty (60) points with lower offers scoring proportionally in relation to the highest offer.
- (b) Status: Twenty (20) points for black people and legal entities owned by black people. Points for legal entities will be proportionately allocated according to the percentage ownership by black people.
- (c) Development Concept: Twenty (20) points maximum, which shall be measured and adjudicated as per criteria to be agreed upon for the specific project.

*In terms of par. 14.1.1 of the policy the Municipal Council may, on an *ad hoc* basis adjust the scoring system set out in this section for a specific immovable property or group of immovable properties to enable it to achieve specific targets or a specific outcome.

Further, in terms of par. 18, criteria other than price, status and development concept, such as technical capability and environmentally sound practices, cannot be afforded points for evaluation. They can be specified in a call for tenders but they will serve as qualification criteria or entry level requirements, i.e. a means to determine whether or not a specific tenderer is a complying tenderer in the sense of having submitted an acceptable tender. Only once a tender is regarded as a complying tenderer would it then stand in line for the allocation of points based on price, status and development concept.

6.2.4.2.2 Deviation from competitive process

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. Should any objections be received as a consequence of such a notice, such objections first be considered before a final decision is taken to dispense with the competitive process established in this policy. However, should any objections, be received from potential, competitive bidders, then a public competitive process must be followed.

The advertisement referred to above should also be served on adjoining land owners, where the Municipal Manager is of the opinion that such transaction may have a detrimental effect on such adjoining land owner(s):

- a) Due to specific circumstances peculiar to the property under consideration, it can only be utilized by the one person/organisation wishing to enter into the Property Transaction;
- (e) in exceptional cases where the Municipal Council is of the opinion the public competition would not serve a useful purpose or that it is in the interest of the community and the Municipality. In such cases reasons for preferring such out-of hand sale or lease to those by public competition must be recorded"
- l) lease contracts with existing tenants of immovable properties, not exceeding ten (10) years, may be renegotiated where the Executive Mayor is of the opinion that public competition would not serve a useful purpose or that renewal is aligned with the Municipality's strategic objectives and in the interest of the Community, subject to such renewal being advertised calling for public comment. The existing tenant shall give notice of the intention to renegotiate the lease at least six months before the date of termination;

The reasons for any such deviation from the competitive disposal process must be recorded.

From the above it is clear the Council may, under the circumstances described above, decide to dispose with a competitive (tender) process.

6.2.5 Motivation for entering into a long term lease agreement

The Stellenbosch Flying Club has leased the property from the Municipality since 1973. In the intervening period the club has grown substantially and added significant value to the property including the construction of a runway and associated taxiways, hangars, a

clubhouse and flight school and installation of all associated electrical, water, sewerage and roads infrastructure. The result is that today there is an excellent, local airfield serving the various needs of not only the local recreational flying fraternity, but the greater Stellenbosch and regional community with top class flight training centres, an accredited aircraft maintenance facility and base for the essential services provide by Working on Fire during the Western Cape fire season.

The facility is very well managed by an extremely competent team drawn from its membership of around 600 persons which includes professionals in a variety of fields such as private, airline and emergency services pilots, medical, finance and business professionals. The combination of skills ensures that a high level of management effectiveness and good governance oversight is maintained which makes for an efficient resource which meets the high standards set by the South African Civil Aviation Authority for an airfield of this nature.

The club and its membership have made a significant investment to get the club and the airfield to where it is today, and naturally they are anxious to ensure that this facility, it's availability to the Stellenbosch region and their use thereof continue for many years to come.

The continued existence of the Stellenbosch Flying Club on this site not only ensures that the facility remains for the use of aviators, but is also ensures the continued employment of approximately 50 local persons from a variety of backgrounds who are employed by the Club, the Club's flight training school, the Stellenbosch Flying Academy and Stellair, the on-site, licenced aircraft maintenance facility.

Of even greater importance to the region is the essential emergency response service hosted here in the form of Working on Fire who have been instructed by the South African Civil Aviation Authority to establish a permanent maintenance facility in the Western Cape for their fleet of helicopters and fixed wing fire fighting aircraft. Working on Fire currently operates from a temporary facility on the premises rented from the club and they are dependent on other maintenance organisations for the maintenance of their aircraft. While there are alternative options for the establishment of their permanent base, Stellenbosch is their preferred location with its central proximity to the fire prone areas of the Western Cape as shown over a number of years during which they have based themselves here during the summer fire season. The further benefit that Stellenbosch derives from their presence is the large number of young, local people that they employ every season, and the additional personnel that they will engage should they establish their base on the field. They are however at the point at which a decision has to be made in order to ensure that the required facility is operational by December 2018 for this year's fire season.

What is essential to the Stellenbosch Flying Club to enter into a long term lease with the Stellenbosch Municipality, is so there can be stability and security for the other entities like Working on Fire, the company that is involved in the servicing of the planes so these entities have the assurances that they need, in order to make a substantial investment to construct the facilities that they require to comply with the directive from the South African Civil Aviation Authority.

If one considers the track record the Club has as a tenant of the Municipality and as the operator of a highly efficient airfield they believe that it is in the interest of the Municipality and the region to continue with the relationship with the Stellenbosch Flying Club through a new agreement. They acknowledge that the new agreement would be subject to review and revision as appropriate from time to time.

6.2.6 Precinct Plan

The Planning & Economic Development Department recently compiled a precinct plan for the area, a copy of which is attached as **APPENDIX 4**. From this plan it is clear that the airfield fit in with the long-term plans for the area

6.2.7 Proposed new bypass road

As shown on Fig 2 below, a new Western bypass road is planned to, *inter alia*, provide a new access to the airfield precinct. The position of the existing airfield, as well as possible, future extensions could be accommodated by the new proposed bypass road.

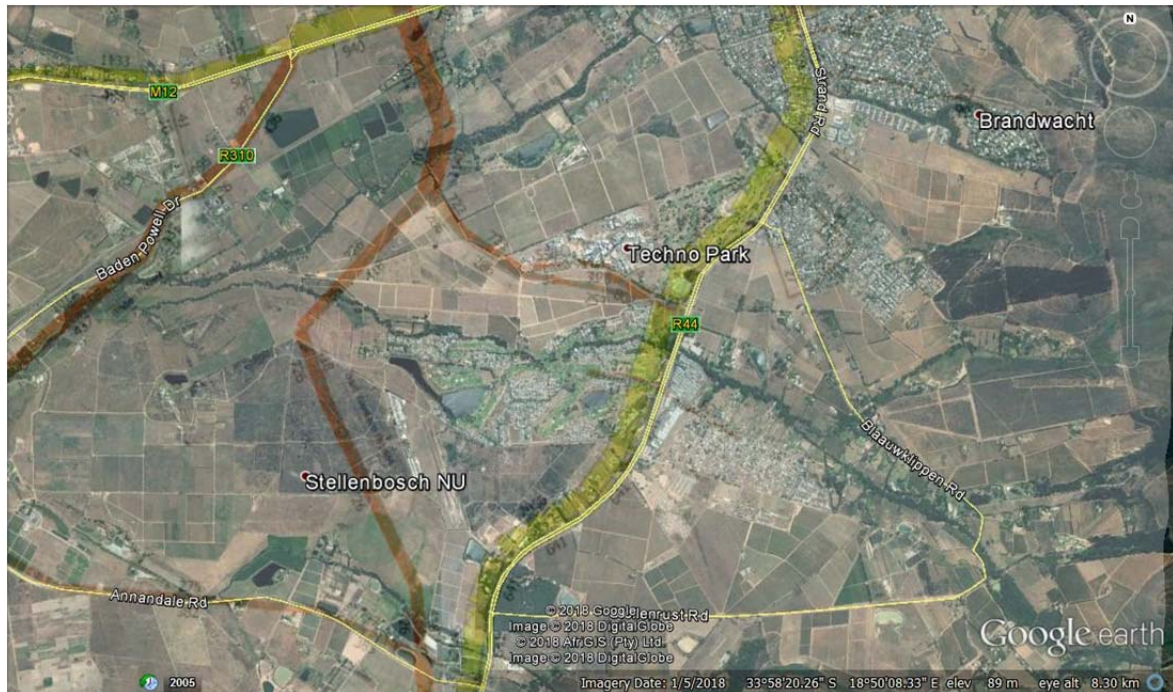


Fig 2: Proposed Western by-pass route

6.3 Financial Implications

If any will be determined after the public participation process.

6.4 Legal Implications

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

6.5 Staff Implications

This report has no staff implications to the Municipality.

6.6 Previous / Relevant Council Resolutions

On 30 April 2015 Council resolved as follows:

RESOLVED (majority vote)

- (a) that Council confirm in terms of Section 14 of the MFMA that the land, unregistered Portion L of Stellenbosch Farm 502, is required for the provision of essential services (the on-going operation of an airport) and that the extension of the long term lease of the land be actively pursued for airport operational purposes;
- (b) that the Municipal Manager be authorised to conduct the required public participation and other processes for the disposal of unregistered Portion L of Stellenbosch Farm 502 for airport operational purposes through a long term lease;

- (c) *that Council confirms the market related rental value of unregistered Portion L of Stellenbosch Farm 502, is R70 988,59 (2015) per annum plus all costs incidental and annual increases; and*
- (d) *that the Directors: Planning and Economic Development and Settlements and Property Management be jointly tasked with the management of the project and that quarterly feedback on progress be given to Council”.*

The decision, however, was never implemented.

6.7 Risk Implications

The biggest risk to the Municipality is that, should an arrangement with Working of Fire not be reached in due course, they would be unable to comply with the directive from the South African Civil Aviation Authority and may as a result of that, be unable to continue with their operations from the Stellenbosch Airfield. The advantages the airfield has for the WC024 may be lost should the area be used for any other purpose

6.8 Comments from Senior Management

Chief Financial Officer

According to the General Valuation of 2017 the total valuation of the property is R20,339 million including a business category portion valued at R17,519 million.

The property is well located and may be affected by future spatial planning considerations like the Western Bypass.

Director: Community Services

The item is fully supported as a functional airfield offers many advantages to the municipality, the community and even the greater district from a disaster management point of view.

ANNEXURES:

Annexure A: Flying Club Lease agreement

Annexure B: Letter from Stellenbosch Flying Club

Annexure C: Information Statement

Annexure D: Precinct plan

FOR FURTHER DETAILS CONTACT:

NAME	Piet Smit
POSITION	Manager: Property Management
DIRECTORATE	Corporate Services
CONTACT NUMBERS	021-8088189
E-MAIL ADDRESS	Piet.smit@stellenbosch.gov.za
REPORT DATE	2019-12-17

ANNEXURE A

(24)

1

MEMORANDUM VAN HUUROOREENKOMS

Aangegaan deur en tussen

DIE MUNISIPALITEIT STELLENBOSCH

hierin verteenwoordig deur

ERASMUS PETRUS SMITH TALJAARD EN GERHARDUS MATTHYS STRYDOM

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

("die VERHUURDER")

en

STELLENBOSCH VLEGVELD MAATSKAPPY

hierin verteenwoordig deur ROBERT J. RIDLERas synde die gevolmagdigde verteenwoordiger ingevolge 'n besluit van die
STELLENBOSCH VM - DIREKSIE gedateer 3:08:91 waarvan 'n afskrif as Bylae A
aangeheg is

("die HUURDER")

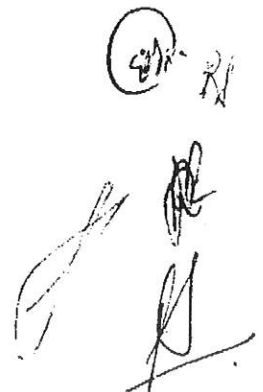
NADEMAAL die VERHUURDER die eienaar is van die eiendom bekend as

Perseelnommer : 502L

Groot : 28.20 hektaar

soos aangedui op die aangehegte kaart

("die EIENDOM")

EN NADEMAAL die VERHUURDER begerig is om die EIENDOM aan die HUURDER te verhuur vir die uitsluitlike gebruik van 'n vliegklub en om 'n gedeelte van die verhuurde eiendom van nywerheidswater te voorsien kragtens 'n ooreenkoms of ooreenkomste tussen die VERHUURDER en die Departement van Waterwese en Bosbou en/of die Helderberg Besproeiingsraad (DIE OOREENKOMS), die terme en voorwaardes van die ooreenkoms waarvan aan die HUURDER bekend is.

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

EN NADEMAAL die verhuring van die EIENDOM aan die HUURDER onder voorwaardes van DIE OOREENKOMS op 'n vergadering van die Stadsraad gehou op 1991-05-14 (item 5.1.B) goedgekeur is.

NOU DERHALWE KOM DIE PARTYE ONDERLING SOOS VOLG OOREEN

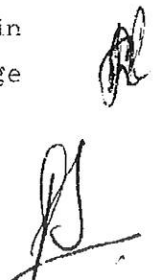
1. TERMYN VAN VERHURING

Die VERHUURDER verhuur hiermee aan die HUURDER die eiendom, wat deur die HUURDER in huur aangeneem word, vir 'n tydperk wat begin op die eerste (1) dag van April 1991 en afsluit op die 31ste dag van Maart 2021 dog is steeds onderworpe aan die bepalings van subklousules 4.4 (laat betaling), 13.1 (sessie), klousule 20 (opsegging) en die bepalings van Bylae B hiervan.

2. Die VERHUURDER onderneem om alles te doen, of te laat doen, om 3 ha van die EIENDOM, of sodanige gedeelte wat goedgekeur mag word, soos uitgewys tussen die partye, kragtens die ooreenkoms van nywerheidswater te laat voorsien.

3. Die HUURDER sal geregtig wees om gedurende die huurtermyn in klousule 1 bepaal die water wat as gevolg van sodanige






ooreenkoms verkry word ten opsigte van die verhuurde eiendom, op die verhuurde eiendom aan te wend op sodanige wyse soos goedgekeur deur die VERHUURDER en onderhewig aan alle terme en voorwaardes kragtens die bepalinge van DIE OOREENKOMS, of andersins bepaal, welke terme en voorwaardes aan die HUURDER bekend is.

1. HURGELD, KOSTE VAN WATER, MUNISIPALE BELASTING

4.1 Die HUURDER betaal voor of op die eerste dag van Augustus 1991 by die kantoor van die Stadstesourier die huurgeld vir die bedrag van R100.00 (EENHONDERD RAND) (welke bedrag bereken is vir die tydperk vanaf die datum waarop die ooreenkoms 'n aanvang neem tot die 31ste dag van Maart wat daarop volg) en daarna jaarliks vooruit voor of op die 31ste dag van Maart van elke daaropvolgende jaar die huurgeld plus verhoging soos bereken volgens die voorwaardes wat as Bylae B hierby aangeheg is.

4.2 Die HUURDER sal verder aanspreeklik wees om op aanvraag deur die VERHUURDER die volgende bedrae aan die VERHUURDER, of sy genomineerde, te betaal, naamlik:

4.2.1 enige en alle belastings en vorderings gehef te word deur die Helderberg Besproeiingsraad wat jurisdiksie het oor die verhuurde eiendom. Die Departement van Waterwese en Bosbou, of enige ander owerheidsliggaam, vir of ten opsigte van, maar nie uitluitend nie -

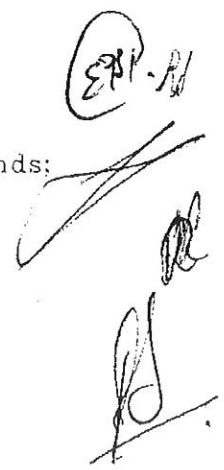
4.2.1.1 basiese bydrae vir rente en delging van die beoogde nywerheidswatervoorsiening;

4.2.1.2 administratiewe koste;

4.2.1.3 verpligte bydraes ten opsigte van 'n reserwefonds;

4.2.1.4 verpligte bydraes tot die Waternavorsingsraad;





- 4.2.1.5 koste van die gelewerde water soos gemeter deur die Besproeiingsraad en bereken teen die aankoopkoste van water soos van tyd tot tyd deur die Departement van Waterwese bepaal; en
- 4.2.1.6 enige en alle belastings of ander heffings of vorderings, van welke aard en omvang ookal gehef deur voormelde liggame.
- 4.2.2 voorlopige uitgawes en tussentydse heffings wat deur die Besproeiingsraad of die Departement van Waterwese en Bosbou opgelê word.
- 4.3 Die VERHUURDER beskou die voorlegging van 'n rekening van die Besproeiingsraad en/of die Departement van Waterwese en Bosbou as afdoende stawende bewys van die bedrag wat deur die HUURDER verskuldig is, opvallende foute en weglatings uitgesluit.
- 4.4 Enige huurgeld of gelde verskuldig kragtens klousule 4.1 en 4.2 wat na die vervaldatum deur die HUURDER aangebied word ten opsigte van enige jaar, indien die VERHUURDER dit aanvaar, is onderworpe aan 'n rente wat maandeliks vooruit bereken sal word teen die standaardrentekoers, soos deur die Munisipale Ordonnansie, Ordonnansie nr 20 van 1974, of enige vervanging of wysiging daarvan of enige ander toepaslike Ordonnansie van tyd tot tyd bepaal ten opsigte van elke maand of gedeelte daarvan.
- 4.5 Dit is 'n spesiale voorwaarde van hierdie ooreenkoms dat die VERHUURDER die reg voorbehou om hierdie ooreenkoms summier te kanselleer, sonder enige voorafgaande skriftelike kennisgewing, indien die HUURDER sou versuim om enige verskuldigde huurgeld of gelde verskuldig kragtens klousule 4.1. en 4.2 binne sewe dae vanaf die vervaldatum te vereffen, en so 'n kansellering affekteer generwyse die reg van die VERHUURDER om enige bedrag wat die HUURDER skuld of verskuldig aan word, geregtelik van hom te vorder nie.
- 4.6 Die HUURDER sal aanspreeklik wees om enige wetlike verpligte heffing sowel as die eiendomsbelastings en/of diensgelde deur die

Stadsraad op die EIENDOM gehef te betaal, onderworpe aan die voorwaardes en vereistes soos bepaal mag word in terme van die toepaslike wetgewing of die Munisipale Ordonnansie, Ordonnansie nr 20 van 1974, of enige vervanging of wysiging daarvan, of enige ander toepaslike Ordonnansie.

5. STREEKSDIENSTERAADHEFFING

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

6. MYN- EN ANDER REGTE

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

7. BESKERMING VAN BOME

7.1 Alle bome, wingerde of dergelike verbeteringe op die verhuurde perseel bly die eiendom van die VERHUURDER en mag nie deur die HUURDER beskadig of verwyder word nie.

7.2 Die HUURDER moet die geskrewe toestemming van die VERHUURDER vooraf verkry vir die verwydering van enige bome, wingerde en dergelike verbeteringe op 'n terrein wat hy vir verbouing nodig het, en as sodanige toestemming verleen word, behou die VERHUURDER die reg voor om oor die hout vir sy eie voordeel te beskik.

7.3 Die VERHUURDER behou die reg oor om deur sy amptenare periodieke inspeksies van bome, en ander verbeteringe op die eiendom uit te voer en om sodanige stappe ter beskerming daarvan te doen as wat hy nodig mag ag.

7.4 Die VERHUURDER behou die reg voor om self enige bome op die eiendom wat nie deur die HUURDER aangeplant is nie, te kap en te verwyder, en hiervoor het hy vrye toegang tot die eiendom.

8. WATERBRONNE

8.1 Die VERHUURDER waarborg geen voorraad van oppervlakte- of ondergrondse water nie.

8.2 Die HUURDER onderneem om nie met fonteine of met die natuurlike vloei van oppervlakte afloopwater in te meng nie deur kanale, vore of damme te bou of om enige ander werke uit te voer sonder die voorafverkreë skriftelike toestemming van die VERHUURDER nie, en vir die toepassing van hierdie subklousule is 'n opinie van die betrokke Staatsdepartemente en/of onderafdelings daarvan bindend en finaal.

8.3 Die VERHUURDER behou die reg voor om water op die EIENDOM op te gaar of om die gebruik van water uit fonteine of strome te beperk, indien sodanige opgaring of beperking na sy mening noodsaaklik is ter beskerming van die regte van derde partye.

8.4 Die HUURDER onderneem om alle strome, fonteine of opgaardamme teen besoedeling te beskerm, en om sodanige instruksies uit te voer as wat die VERHUURDER periodiek te dien einde mag uitreik.

9. GRONDBEWARING

9.1 Die HUURDER onderneem om die EIENDOM op 'n versigtige en sorgsame wyse, te gebruik en ook om verswakking van die natuurlike vrugbaarheid en kwaliteit van die grond teen te werk.

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

10. SKADELIKE GEWASSE

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

11. BRANDBESTRYDING

- 11.1 Die HURDER onderneem om die uiterste sorg uit te oefen ter beskerming van die EIENDOM teen veldbrande, en die VERHUURDER kan vereis dat die HURDER op sy eie koste sodanige brandpaaie bou as wat die VERHUURDER nodig mag ag.

11.2 Die HUURDER is aanspreeklik vir vergoeding aan die VERHUURDER vir enige uitgawe aangegaan om brande te voorkom of te blus. Brandskade aan bome of ander plante op die EIENDOM wat aan die VERHUURDER behoort word deur 'n taksateur wat deur die VERHUURDER aangestel en wie se bevinding bindend is, aangeslaan, en aan die VERHUURDER deur die HUURDER vergoed.

12. OMHEINING

12.1 Die HUURDER is verantwoordelik vir die oprigting en koste van enige omheining wat hy vir die beskerming van sy onderneming op die EIENDOM nodig mag ag.

12.2 Omheining wat deur die HUURDER opgerig word, kan binne een maand na die afloop van die huurooreenkoms verwyder word, maar die VERHUURDER kan uitstel vir sodanige verwydering verleen totdat die EIENDOM weer verhuur is om onderhandelinge met die opvolger vir die verkoping of oordrag daarvan moontlik te maak, met dien verstande dat die VERHUURDER eienaar van sodanige omheining word indien geen finale reëlings binne sestig dae vanaf die datum van herverhuur deur die HUURDER getref is nie, en in so 'n geval is die HUURDER nie geregtig tot enige vergoeding vir die omheining wat aldus deur hom verbeur is nie.

13. ONDERVERHURINGS, SESSIES OF OORDRAGTE, ENS

13.1 Die HUURDER sal nie hierdie huurooreenkoms sedeer of oordra nie, en onderverhuur nie die EIENDOM of enige deel daarvan sonder die voorafverkreë skriftelike toestemming van die VERHUURDER nie.

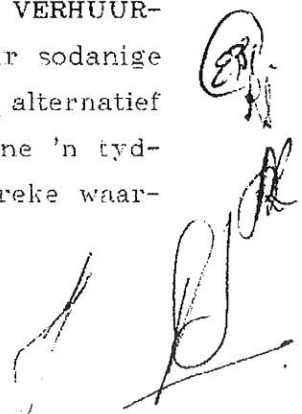
13.2 Die VERHUURDER kan 'n sertifikaat as bewys vereis dat die maatskappy wat 'n HUURDER is, wel as 'n maatskappy geregistreer is.

- 13.3 By verandering van die beherende aandeelhouding of belange in 'n maatskappy of beslote korporasie wat 'n HUURDER is of by verandering van direkteure of by likwidasie van die maatskappy of beslote korporasie of ingeval die maatskappy onder geregtelike bestuur geplaas word, bly die oorspronklike borge ten behoeve van die maatskappy of beslote korporasie gesamentlik en afsonderlik en as mede-hoofskuldenaars teenoor die VERHUURDER aanspreeklik, tensy die VERHUURDER op skriftelike aansoek van die HUURDER toestem tot vervanging van sodanige borge.
- 13.4 Verandering van die beherende aandeelhouding of verandering van ledebelang, direkteure of Trustees vir 'n Maatskappy, Beslote Korporasie of 'n Trust wat 'n HUURDER is, word geag 'n onderverhuring te wees.

14. GEBOU EN STRUKTURELE VERBETERINGE

- 14.1 Enige gebou of strukturele verbeteringe wat op die EIENDOM by die aanvang van die huurooreenkoms bestaan, of mettertyd gedurende die huurtermyn opgerig mag word, sal deur die HUURDER op sy eie koste hetsy binne of buite in 'n goeie toestand gehou word en wel tot die bevrediging van die VERHUURDER en indien die HUURDER versuim om dit te doen kan die VERHUURDER sodanige reparasies as wat hy nodig mag ag, laat aanbring terwyl die HUURDER vir die uitgawe aanspreeklik bly.
- 14.2 Geen nuwe gebou, struktuur of ander permanente verbetering sal op die EIENDOM aangebring, opgerig of uitgevoer word sonder die voorafverkreë skriftelike toestemming van die VERHUURDER nie, en sonder dat bouplanne ten opsigte van sodanige verbeteringe vooraf deur die VERHUURDER goedgekeur is nie en laasgenoemde kan gelas dat sodanige gebou, struktuur of verbetering wat inderdaad sonder sy skriftelike goedkeuring en toestemming opgerig, aangebring of gebou is deur die HUURDER op sy eie koste verwyder word.

- 14.3 Goedgekeurde verbeteringe van 'n permanente aard sal deur die HURDER op sy eie risiko aangebring of opgerig word.
- 14.4 Die VERHUURDER sal enige geboue of ander verbeteringe wat by die aanvang van die huurtermyn op die EIENDOM is teen skade verseker en sodanige versekering instand hou, met dien verstande dat die HURDER verantwoordelik sal wees vir die volle kostes verbonde aan sodanige versekering, en die VERHUURDER sal derhalwe die premies direk van die HURDER vorder.
- 14.5 Indien die VERHUURDER kontant van 'n versekeringsmaatskappy sou ontvang ter vergoeding van 'n eis ten opsigte van skade aan enige verbetering op die EIENDOM soos in subklousule 14.4 van hierdie ooreenkoms genoem, kan hy die verbetering herstel of die kontant hou, na gelang hy dit dienlik ag.
- 14.6 Behuising kan, met behoud van die bepalings van subklousules 14.1, 14.2, 14.3 en 14.4 van hierdie ooreenkoms aan werkers wat die HURDER op die EIENDOM in diens het, met inbegrip van hul onmiddellike afhanklikes, op die EIENDOM voorsien word, onderworpe aan die voorafverkreeë skriftelike toestemming van die VERHUURDER, en die stiptelike nakoming van die bepalings en vereistes van die toepaslike wetgewing met betrekking tot behuising.
- Enige plakkery op die EIENDOM is ten strengste verbode.
- 14.7 Die HURDER sal geen reg of aanspraak hê of vergoeding kan eis ten opsigte van verbeteringe, met inbegrip van landboukundige verbeteringe wat tydens die huurtermyn op die EIENDOM aangebring is nie, en die VERHUURDER behou die reg voor om, by beëindiging van hierdie ooreenkoms ingevolge die bepalings van klousule 3, subklousules 1.4, 20.1.1, 20.1.2 en 20.2 of andersins volgens sy eie diskresie en goëddunke te besluit of die VERHUURDER bereid is om die HURDER enigsins te vergoed vir sodanige verbeteringe. Voorts kan die VERHUURDER in die alternatief toestem tot die verwydering van enige verbetering binne 'n tydperk soos deur die VERHUURDER voorgeskryf, by gebreke waar-

van die HURDER enige reg op verwydering van sodanige verbeteringe of enige verdere aanspraak van watter aard ookal sal verbeur, ten gevolge waarvan die betrokke verbeteringe sonder enige aard van vergoeding die EIENDOM van die VERHURDER word.

15. BAKENS

15.1 Deur die huurooreenkoms te onderteken erken die HURDER dat hy bewus is van die werklike ligging van alle bakens wat die EIENDOM se grense bepaal en enige onkunde of misverstand aan sy kant in hierdie verband raak nie die geldigheid van die huurooreenkoms of maak hom nie geregtig tot 'n vermindering van die huurgeld of tot kompensasie en enige vorm nie.

15.2 Indien enige bakens wat die grense van die EIENDOM bepaal na ondertekening van hierdie ooreenkoms nie gevind kan word nie, is die HURDER aanspreeklik vir alle opmetings- en ander kostes verbonde aan die herplasing van sodanige bakens.

16. PAAIE

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

17. INSPEKSIES

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

18. ADVERTENSIE TEKENS

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

19. ERFDIENSBAARHEID EN VERJARING

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

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

20. OPSEGGING EN BEËINDIGING VAN HUUROOREENKOMS

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

20.1.1 indien die HURDER versuim om enige voorwaarde of bepaling ten opsigte van hierdie ooreenkoms na te kom; of

20.1.2 indien die VERHUURDER daarvan oortuig is dat die HURDER die grond en op onbehoorlike of onverantwoordelike wyse benut; of

- 20.1.3 indien die VERHUURDER daarvan oortuig is dat die HUURDER deur sy handeling op die EIENDOM 'n oorlas vir ander uitmaak; of
- 20.1.4 indien die HUURDER teenstrydig met enige bepaling van die Dorpsaanlegskemaregulasies van die Munisipaliteit van Stellenbosch afgekondig by PK 73 van 1979-07-20, soos gewysig, optree; of
- 20.1.5 indien die EIENDOM in sy geheel of gedeeltelik vir *bona fide* munisipale doeleindes, waarby dorpsstigting ingesluit is, benodig word:

met dien verstande dat 'n grasiëperiode van hoogstens een (1) jaar in die gevalle soos in subklousules 20.1.1; 20.1.2; 20.1.3; 20.1.4 en 20.1.5 genoem aan die HUURDER verleen word, op voorwaarde dat die HUURDER gedurende die grasiëperiode aan al die bepalings en vereistes van hierdie ooreenkoms, of ander voorwaardes wat die VERHUURDER in hierdie verband mag stel moet voldoen, by gebreke waarvan die toegestane grasiëperiode sonder verdere kennisgewing deur die VERHUURDER in heroorweging geneem sal word.

- 20.2 die HUURDER kan, sonder om afbreuk te doen aan enige bepaling of vereiste van hierdie ooreenkoms en nadat 'n skriftelike kennisgewing van ses (6) maande deur die HUURDER aan die VERHUURDER gegee is, hierdie ooreenkoms beëindig.
- 20.3 Wanneer subklousule 20.1.5 toegepas word sal die HUURDER kwytgeskeld word van alle oorblywende verpligtinge soos in paragraaf 4.2.1 bepaal word en geregtig wees op vergoeding van die koste van die gepaardgaande noodsaaklike infrastruktuur, wat as 'n direkte gevolg van die voorsiening van die nywerheidswater aangebring is (pypleiding, kleppe, krane en meters), wat soos volg vanaf vestigings- tot huuropseggingsdatum bereken word:

bedrag betaalbaar ten opsigte van infrastruktuur is gelyk aan die historiese vestigingskoste - volgens die gemiddelde waardasie van twee onafhanklike buitestaanders wat vir die VERHUURDER aan-

vaarbaar is - minus die waardevermindering wat in gelyke paalemente oor twintig (20) jaar bereken is. Koste vir voorlegging ter staving van eise deur HURDER en alle uitgawe verbonde aan die aanstelling van buitestaanders berus by die HURDER.

21. SKADELOOSSTELLING

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

22. KOSTE VAN OOREENKOMS

Alle kostes wat deur die VERHUURDER aangegaan is vir die voorbereiding en opstel van hierdie ooreenkoms, plus die koste van die verhuringsadvertensie, opmetingskoste en ander toevallige uitgawes sal deur die HURDER gedra word, en die HURDER kan nie die korrektheid van die bedrag wat deur die VERHUURDER in hierdie verband geëis word, betwis nie. Die Huurooreenkoms sal slegs op die uitdruklike versoek van die HURDER en op sy koste notarieël verly en in die Aktekantoor geregistreer word. Die HURDER moet in sodanige geval 'n deposito betaal soos deur die VERHUURDER bepaal ten opsigte van die kostes hierbo vermeld.

23. ARBITRASIE

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

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

24. BEHEER OOR GEBRUIK VAN LUG

Die HURDER se reëls in verband met vlugte in die lug oor of in die onmiddellike omgewing van Stellenbosch of Somerset-Wes is onderworpe aan die goedkeuring van die VERHUURDER en die HURDER aanvaar dat die VERHUURDER 'n verteenwoordiger op die HURDER se bestuur kan benoem.

25. INVORDERINGSKOSTE

Indien die VERHUURDER opdrag aan sy prokureurs sou gee om enige gelde wat kragtens hierdie ooreenkoms betaalbaar is, op die HUURDER te verhaal, is die HUURDER aanspreeklik vir die betaling van alle koste deur die VERHUURDER in hierdie verband aangegaan, bereken op 'n prokureur/kliëntbasis, insluitende sodanige heffings wat betaalbaar is kragtens Regulasie 62 van die Wet op Prokureursordes nr 41 van 1975, of enige vervanging of wysiging daarvan, of enige soortgelyke heffings.

GETEKEN TE STELLENBOSCH HIERDIE 10 DAG VAN Februarie 1998

GETUIE

TEN BEHOEWE VAN DIE VERHUURDER

1. B. Lippel

2. B. J. Roberson

[Handwritten Signature]
BURGEMEESTER

[Handwritten Signature]
UITVOERENDE HOOF/
STADSKLERK

GETEKEN TE STELLENBOSCH HIERDIE 3^{de} DAG VAN Augustus 1991

GETUIE

TEN BEHOWE VAN DIE HUURDER

1. [Handwritten Signature]

2. [Handwritten Signature]

[Handwritten Signature]

1991-06-25

(EVLIEG/KONTRAK/mc)

BYLAE B

BELEID EN TOEPASSING VAN DIE HURGELDBEREKENING

1. Vir die doeleindes van hierdie ooreenkoms word die aanvanklike huurgeld van 'n sportklub vanaf 1991-04-01 deur die Raad op R100,00 per jaar bepaal.

2. *Huurgeld betaalbaar in eerste termyn van tien (10) jaar*

Die huurgeld sal jaarliks met 15 %, saamgesteld bereken met aanvangsdatum 1992-04-01, eskaleer.

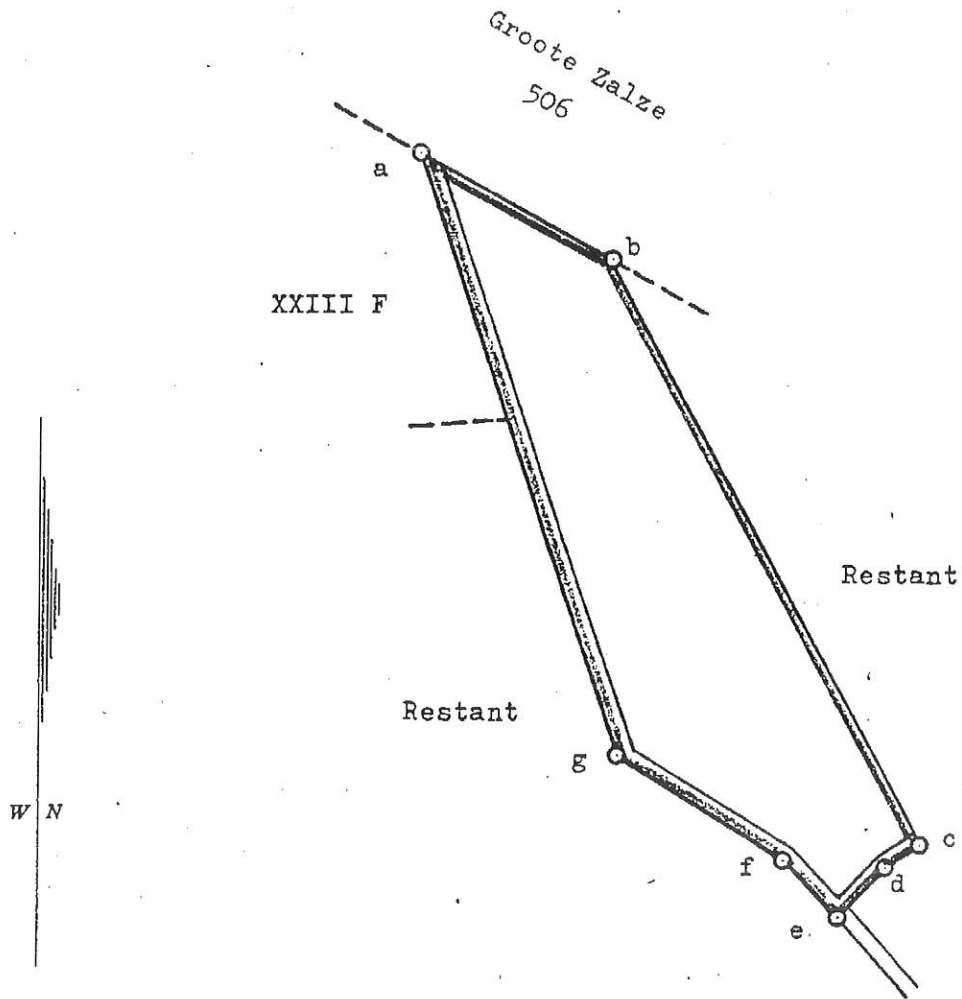
3. *Aangepaste huurgeld na tien (10) jaar*

Die huurgeld sowel as die persentasie aanpassing soos beskryf in paragraaf 1 en 2 sal elke tien (10) jaar herbepaal word by wyse van onderlinge ooreenkoms. Indien die partye nie konsensus kan bereik nie, sal 'n arbiter die aangeleentheid beslis welke beslissing finaal en bindend sal wees.

1991-06-25

(4VLIEG/KONTRAK/mc)

Handwritten signatures and initials at the bottom of the page. There are four distinct marks: a large cursive signature on the left, a signature in the middle, a signature on the right, and a circular stamp or mark on the far right.



Skaal: 1/ 10 000

Die figuur a b c d e f g stel voor 22 Hektaar, uitgesonderd die 20 meter paaie, (tot naaste 1/2 Hektaar) grond synde

Munisipale Huurgrond Perseel XXIII K (Vliegveld)

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

Opgestel deur my Maart 1973,

H. Friedland
Landmeter.

Clair

Oorspronklike Kaart		
Nr. 9133/1957	Burgermeester	<i>H. Friedland</i>
T/A Stel. F.5-34	Stadslerk	Huurder
Vel. BH-8DCD	Getuie 1. <i>B. Juppel</i>	Getuie 2. <i>R. ...</i>
	Getuie 2. <i>G. Robinson</i>	

STELLENBOSCH VliegVELD MAATSKAPPY

Maatskappy-vergadering gehou op Saterdag 3 Augustus 1991 om 15:00 in die Komitee-kamer van die Klubhuis - Stellenbosch Vliegveld

1. Die voorsitter verwelkom al die direksie lede.

2. Teenwoordig: Mnr R Ridler (voorsitter), mnr FS Immelman (sekretaris), J Swart, D van Eeden, A van Wyk, J van der Spuy, dr C von Delft en N Fourie

3. Die direksie verleen goedkeuring aan mnre Ridler, Immelman en Swart om voort te gaan met die ondertekening van die 30 jaar huurooreenkoms met die Munisipaliteit van Stellenbosch. Pro-rata huurgeld van R62.50 is betaalbaar. Die direksie verleen ook goedkeuring aan dieselfde persone om alle onderhandelinge en kontrakte gaande Nywerheidswater van die Helderberg Besproeiingskema af te handel.

4. Die voorsitter bedank die direkteure vir hul teenwoordigheid.

5. Datum van volgende vergadering: Op kennisgewing

Vergadering verdaag om 15:20





4 Kwaiiwater Road
Kwaiiwater
Hermanus
7200

1st September 2000

Tel : 028 312 3377
Fax : 028 312 3137

Stellenbosch Munisipaliteit
Fax 021 808 8200
Attn: mr Kotie Kruger

Re: Lease Agreement : Stellenbosch Flying Club/Stellenbosch Municipality

Dear mr Kruger,

Thank you for agreeing to fax me a copy of above lease agreement to above fax number.

I purchased hangar number 6A (a new hangar) from the Stellenbosch Flying Club in July and have requested a copy from them without much success, although the lease agreement forms a vital annexure to my purchase agreement with the club.

Thank you again for your friendly willingness to cooperate.

Kind regards,

Marius Fürst

Tel 028 312 3377
Fax 028 312 3137
Cell 082 554 6992

cc Stellenbosch Flying Club

FAX 8801258
Attn: Louise / N. Horwood
---Page 1 of 1 Pages---

ANNEXURE B



08 December 2019

Stellenbosch Municipality
P. O. Box 17
Stellenbosch
7600

Attention: The Manager: Property Management

Dear Mr Smit

APPLICATION FOR RENEWAL OF LEASE

The Stellenbosch Flying Club has leased part of the property known as Louw se Bos from the Stellenbosch Municipality since 1973. In the intervening period the club has grown substantially and added significant value to the property including the construction of a runway and associated taxiways, hangars, a clubhouse and flight training centre and the installation of all associated electrical, water, sewerage and roads infrastructure. These improvements have all been funded entirely by the club and it's members. The result is that today there is an excellent, local airfield serving the various needs of not only the local recreational flying fraternity, but the greater Stellenosch and regional community with top class flight training centres, an accredited aircraft maintenance facility and base for the essential services provided by Working on Fire to the Western Cape Government and Leading Edge Aviation contracted by the Winelands Municipality for fire fighting services during the Western Cape Summer fire season.

The facility is very well managed by an extremely competent team drawn from it's membership of around 600 persons qualified in a variety of fields such as private, airline and emergency services personnel, medical, legal, finance, engineering, safety and security and other business professionals. The combination of skills ensures a high level of management effectiveness and good governance oversight is maintained. This makes for an efficient resource which meets the high standards set by the Civil Aviation Authority for an airfield of this nature.

The club and it's membership have made a significant investment to get the club and the airfield to where it is today, and naturally we are anxious to ensure that this facility, it's availability to the Stellenbosch Region and our use thereof remain for many years to come.

The continued existence of the Stellenbosch Flying Club on this site not only ensures that the facility remains accessible for the use of aviators, but also ensures the continued employment of approximately 50 local persons from a variety of backgrounds who are

employed by the club, the club's flight training centre, the Stellenbosch Flight Academy and Stellair, the onsite licenced aircraft maintenance facility.

Of even greater importance to the region is the essential emergency response service hosted here in the form of Working on Fire who have been instructed by the South Africa Civil Aviation Authority to establish a permanent maintenance facility in the Western Cape for their fleet of helicopters and fixed wing fire fighting aircraft. Working on Fire currently operates from a temporary facility on the premises in the form of a hangar rented from the club. While there are alternative options for the establishment of their permanent base, Stellenbosch is their preferred location with it's central proximity to the fire prone areas of the Western Cape as shown over a number of years during which they have based themselves at the field during the summer fire season. The further benefit that Stellenbosch derives from their presence is the large number of local young people that they employ every season. This will increase when their local permanent base is established. While they are ready and willing to invest in the infrastructure required to accommodate them permanently they are unable to do so before the Stellenbosch Flying Club has renewed it's lease with the Stellenbosch Municipality. The renewal is therefore key to their permanent establishment.

Leading Edge Aviation has just entered their second season as fire fighting contractor to the Winelands Municipality and they have based two helicopters at the airfield for the season. They have also invested in excess of R1 000 000 in a hangar purchased from a member and the installation of a helipad for their large Blackhawk helicopter. This investment demonstrates their commitment to a future at the airfield and as they continue to establish themselves they will require additional personnel which in turn creates opportunity for the local community.

The Stellenbosch Flying Club has recently established itself as a major contributor to the local community and micro economy through the extremely successful 2019 Airshow held in March. This was the biggest airshow ever hosted by the club and it was recognised with the award for Airshow of the Year at the recent Aero Club of South Africa awards function held at Rand Airport in Johannesburg. This event not only put the name of Stellenbosch in the media across the country but it also created opportunity for local entrepreneurs who were given the opportunity provide meals, refreshments and services on the day. In addition local businesses such as Stellenbrau and various wine estates were given the opportunity to sell and showcase their produce. Plans are already underway for the 2020 airshow and we anticipate a high level of corporate sponsor support which will allow us to make a substantial donation to a local charity after the event, again showing benefit to the people of Stellenbosch.

While we have great dreams and plans for the airfield and the services that it supports, what is critical to the Stellenbosch Flying Club as an urgent, short term priority is the renewal of the lease that we currently have with the Stellenbosch Municipality, for as long a period as possible. This will allow us to provide those emergency service who make use of our facilities with the security required in order to make the investment necessary to their long term establishment in the area as required by the South African Civil Aviation Authority.

The Stellenbosch Flying Club has also given much consideration to further development of the facility to the benefit of the region as a whole and conceptual plans include the possible development of an emergency services precinct on land adjacent to the Stellenbosch Flying

Club leased area. This could potentially serve the needs of private, municipal and provincial emergency services with the proximity to the airfield an obvious operational advantage. This is but one example of the potential that exists and the club has the expertise to assist with the establishment and operation of such a facility. Great interest has been shown in the establishment of both helicopter and fixed wing charter operations from the airfield with winelands scenic flights and estate visits showing great potential for further boosting business in the local area. The club also has plans for it's own growth and development with plans to accommodate it's recently acquired retired South African Airforce Mirage fighter jet and a number of other historical items in the club's possession. This will add to the public appeal of the facilities and we envisage creating a venue open to the public for recreational purposes within whatever guidelines a renewed lease may impose. What must be emphasised is that all development and the creation of the facility that you see today has been entirely funded by the club and it's members and with absolutely no cost to the Stellenbosch municipality. Other possibilities for development and cooperation with other institutions to which the club is open exist however renewal of our lease is key to any of these considerations.

While the club understands and respects the systems and procedures of the municipality and legislation applicable to the management of public and municipal land, we would like to request that consideration is given to applying the provisions of section 9.2.2 of the Policy on the Management of Stellenbosch Municipality's Immoveable Property of march 2018, which makes provision for the renewal of a lease without the normally required competitive tender process. This request is made giving consideration to the urgency of our need to secure the future of the club at the airfield and in turn provide security to first and foremost the emergency services currently making use of the field on a year by year basis, and also those commercial tenants on the field along with the numerous people employed both by the club and other entities. The Stellenbosch Flying Club's track record as a tenant would indicate clearly that there is no risk to the Stellenbosch Municipality should this approach be adopted.

In summary we request, bearing in mind the extended period for which the club has been a model tenant, the substantial investment that has been made over the years establishing an exceptionally well managed local airfield and the large number of other organisations including essential services and private enterprise that make use of this facility, that consideration is given to providing a lease for the longest period possible and not the ten years previously indicated.

We look forward to your response and remain available at your convenience should any aspect of this request require further clarification.

Sincerely



Dr Jurie Steyn

Chairman

ANNEXURE C



INFORMATION STATEMENT IN RELATION TO LEASE FARM 502L, STELLENBOSCH

1. PURPOSE

The purpose of this report is to provide the prescribed information in terms of regulation 34 of the Asset Transfer Regulations, published in terms of Section 168 of the Local Government: Municipal Finance Act (R878, 22 August 2008), and commonly referred to as an Information Statement.

2. BACKGROUND

2.1 Existing Contractual arrangements

On 10 February 1992 Stellenbosch Municipality and the Stellenbosch Flying Club concluded (renew) a long term Lease Agreement for the period 1 April 1991 to 31 March 2021.

2.2 Request for extension of term of Lease Agreement

Stellenbosch Flying Club recently requested the renewal of the Lease Agreement for a further term of 30 years.

Although the current Lease Agreement does not allow for a renewal, Stellenbosch Municipality's Policy on the Management of Council-owned property provides for the renewal of existing agreements in certain circumstances, but subject thereto that Council's intension so to act be advertised for public inputs.

3. DISCUSSION

3.1 Public Participation Process

In terms of the Asset Transfer Regulations, before Council can make a final decision on whether to make rights on Municipal property, **the Municipal Manager must first conduct a public participation process in terms of regulation 35.**

3.2 Information Statement

In terms of regulation 35, the Municipal Manager, when making public the proposal to grant the relevant long term right(s), must also make available the **Information Statement** referred to in regulation 34.

In terms of regulation 34 an Information Statement must consist of the following:

- i) the **reason** for the proposal to grant a long term right to use, control or manage the relevant capital asset;

- ii) any expected **benefit** to the municipality that may result from the granting of the right;
- iii) Any expected **proceeds** to be received by the municipality from the granting of right; and
- iv) Any expected **gain or loss** that will be realised or incurred by the municipality arising from the granting of the right.

3.2.1 Reason(s) for proposal to grant a long term right to use, control or manage the relevant capital asset

The Stellenbosch Vliegveld Maatskappy has, in terms of a 30 year lease agreement with the Municipality, established a fully operational private airfield on a portion of Farm 502, Stellenbosch, at considerable costs, partly funded by the financial support of its members and also loans from the Municipality. In order to ensure the continued safe operation of the airfield certain essential work has to be carried out (e.g. subsurface drainage should be installed and taxi ways and the runway needs to be edged, curbed and slurry-sealed) at further substantial costs to be funded by the company, i.e. its members.

The lessee will only be able to raise the necessary funding / loan for the required work if it manages to conclude a long term lease agreement with the Municipality for a sufficient length of time. For this reason they requested the renewal of the Lease Agreement.

3.2.2 Expected benefits to the municipality that may result from the granting of the right

The renewal of the lease has significant indirect financial benefits for the Stellenbosch Municipality. Economic impact assessments for similar local airports indicate that airport infrastructure is strongly linked to economic growth and plays a major role in providing greater mobility and choice, leading to an improvement in business income and welfare of citizens, e.g. special services such as air ambulances, fire protection and safety. Airports are also reported to play a critical role in generating employment within an economy, creating wealth, contributing to the tax base, stimulating tourism and contributing to high value goods trade.

3.2.3 Expected proceeds to be received by the Municipality form the granting of the right

The direct proceeds will be the rental payable to the municipality. The current annual rental amounts to R....., It is, however suggested that ta new, market related rental be determined by two (2) independent valuers.

The indirect benefits, i.e benefits to the community is difficult to qualify, but is probably worth much more than the annual rental.

3.2.4 Expected gain or loss that will be realised or incurred by the municipality arising from the granting of the right.

The aim of the proposed long term lease is to continue the use of the land for the purpose of an airfield. In this context, there will be no additional gains or losses, other than the expected proceeds referred to above.

By concluding a long term lease agreement with a Lessee, it would provide the Lessee with legal certainty for the next 30 years.

This, in turn, would enable the Lessee to invest in the property (capital investment in improving the infrastructure).

3.3 Location and context

Lease Farm 502L, Stellenbosch, in extent of approximately 28.2ha is situated approximately halfway between Stellenbosch and Somerset West, abutting the De Zalze Golf Estate, as shown on Fig 1, 2 and Fig 3, respectively.

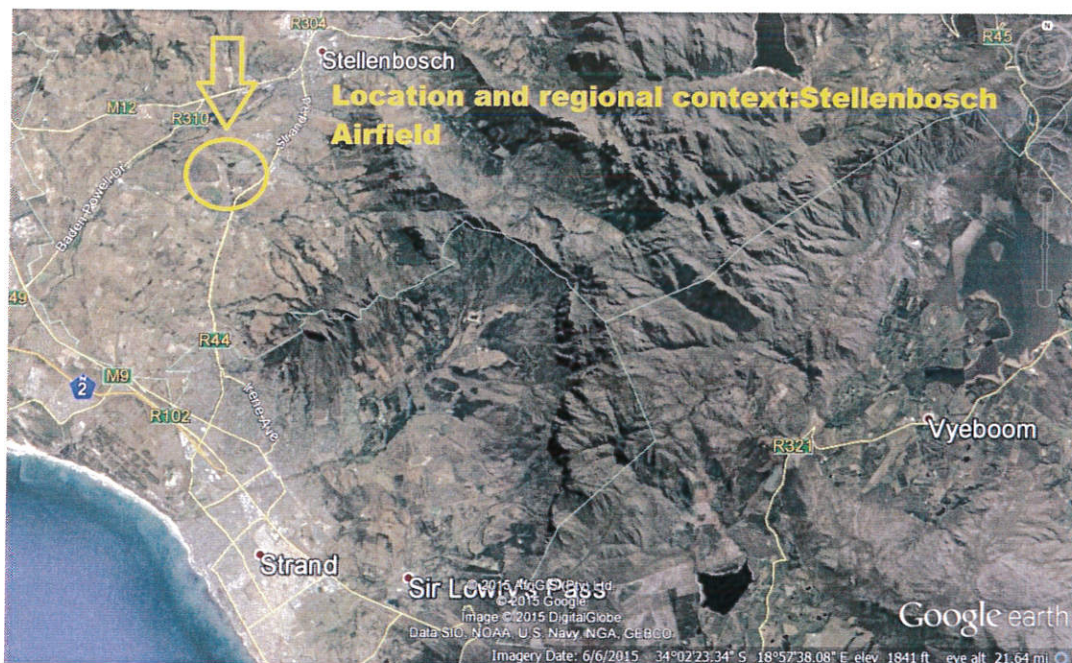


Fig 1: Location and Regional context

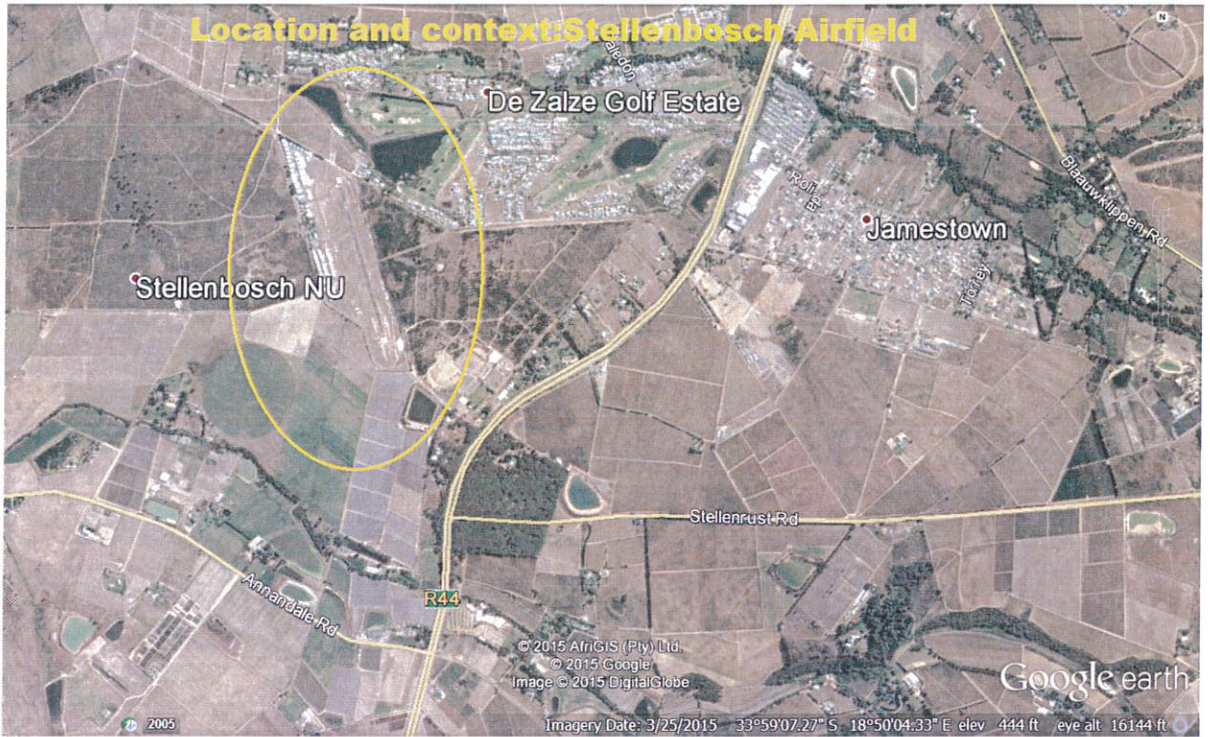


Fig 2: Location and local context



Fig 3: Extent of Lease Farm 502L

ANNEXURE D

STELLENBOSCH AIRFIELD PRECINCT PLAN

(Draft Proposals for Discussion – 14 September 2017)

1. PURPOSE

The purpose of the report is to suggest a possible precinct plan for the future use of the area in the vicinity of the Stellenbosch Airfield.

2. DESCRIPTION OF THE AREA

The precinct is defined by the area south of De Zalze up to the Annandale road in the south and from the agricultural land to the east of the R44 up to the Spier Farm

3. CONSTRAINTS

The airfield precinct is situated on the watershed between the Blaauwklippen River to the north and the Bonte River in the South. In general the site slopes gently to the west and rises to the east. As a result the area to the west of the R44 (around the airfield) is less visible than the area to the east of the R44 as observed from the R44.

An important ridgeline is prominent just south of Jamestown.

The heritage survey as approved by Heritage Western Cape identified the area west of the R44 as of "very high significance" in terms of landscape features largely because of the visual sensitivity of the area which can be identified as the foothills of the Helderberg. The area directly west of the R44 is classified as of moderate significance. The heritage survey does not intend to prevent any form of development or change to the landscape. Its intention is to ensure that whatever change is essential for the social, economic and environmental well-being of the greater community is effected with appropriate care and with cognisance of the relevant considerations.

Critical biodiversity areas (CBA) were identified to the west of the existing airfield stretching in a westerly direction and will have an impact on any development in this area. On-site verification of the CBA status is essential, as the mapping was done at very low resolution.

Currently access is obtained from the R44. The Provincial Roads Authority is on record that no further development will be approved in this precinct without an alternative access and the Roads Access Management Plan proposes that this (dangerous) access be closed permanently. The Department of Transport and Public Works indicated in comment on the rezoning of the property in 2008 that the existing access to Main Road 27 should be closed permanently. Access should be obtained from the Divisional Road 1050 (Annandale road) and that the position and the geometry of the design of the new access to the Annandale road should be negotiated with the Department. The Planning, Heritage and Environment Committee thus resolved that a new or alternative access roads should be investigated by the Municipality in conjunction with the Provincial Roads Engineer and the Stellenbosch Airfield Company to determine a suitable and safe access road to the airfield. This precinct plan now creates the appropriate opportunity.

The pine forest (Louw-se-Bos) was cleared recently. The CBA map identified it as a Critical Biodiversity area that was degraded. The residential suburb of De Zalze forms the northern boundary of the area and non-agriculturally viable small holdings the eastern boundary. The surrounding land uses and access will have to be taken into account should any development or change in status of the land be proposed. Effectively Louw-se-Bos (Remainder Farm 502, lease areas 502BM, M, N and W) is land-locked and an access to it through between small holdings Portions 8 and 15 of Stellenbosch Farm 528 from the R44 (opposite Mountain Breeze) would have to be considered.

4. OPPORTUNITIES

The Stellenbosch Municipality is an important land owner and currently leases land to the Stellenbosch Flying Club (SFC) as well as farmers in the area. The lease with the SFC expires in 20121. Extensive infrastructure was developed by the SFC over the years and will be extremely expensive to replace.

The SFC has an important function as manager and operator of a local airfield in that it provides the infrastructure for local aviators, makes (albeit limited) provision for commercial aviation operators and contributes to tourism and local economic development. Extending the capacity of the existing runway will allow larger aircraft to make use of the facilities and will open the door for more services, such as medical emergency services and Working-on Fire. The latter functions will benefit the broader community of Stellenbosch. The new Medi-Clinic hospital is close by and accessible for emergency flights. Due to climate change and based on the previous fire season records, an increase in serious fires and thus aerial fire-fighting operations can be expected. The airport is closer and more accessible for fire fighting in the Boland Mountains than any other in the metropolitan area.

SFC can also play a prominent role in supporting tourism by providing various activities tied closely with a working airfield such as a home base for sight-seeing flights, flight science centre, restaurant and an aviation museum. The high tech Space Advisory Company and others have also shown interest in relocating to the airfield to undertake drone training, research and development and testing.

The SCF has indicated that they would like to build a second, longer runway to the west of the existing airfield to increase their offering.

Council has approved the planning of a regional cemetery in this precinct and various investigations and planning, including an environmental impact assessment were done or are in process. Should alternative access be obtained this would provide ample suitable land for the development of a cemetery designed as a "park" and as a buffer to any development around the airfield.

Agricultural activities within the precinct area are well established high intensity activities in the form of tunnel farming, predominantly for berries. The (now cleared) Louw-se-Bos can be used as a peri-urban area to accommodate more similar agricultural activities and parts thereof could be airfield related land for recreational use. Agricultural activities would be dependent on the supply of irrigation water, which is in very short supply. Any high intensity agricultural activity would have to be linked to the re-use of treated effluent from the Stellenbosch Waste Water Treatment Works.

The possible development of the Western By-pass to the west of the airfield has the benefit that it will provide alternative suitable and safe access possibly in the form of an off-ramp from the Annandale Road. This will be a prerequisite for any further development to take place including the proposed new cemetery. As stated above, an alternative access to the airfield was also identified by the Provincial Roads Authority as a pre-requisite for the continued use of the airfield. Alternative access may possibly be obtained directly from the R44 in the vicinity of the small holdings as set out above.

Containing development to the west of the R44 will preserve the landscape at the foothills of the Helderberg.

5. THREATS

No further development at or around the airfield (lease are 502L) will be entertained by the Provincial Roads Authority unless a suitable and safe alternative access road is developed. The current access is too dangerous and will be closed in due course. It is of critical importance that an alternative access be identified and approved by the relevant roads authority.

Critical biodiversity areas will act as a constraint to development. The presence of CBA's will require costly environmental impact assessments which may or may not lead to conditional approval of some development. This will impact on a possible cemetery site, a second runway for the SFC as well as the proposed Western By-pass.

Development adjacent to De Zalze may attract resistance particularly should the type of development be seen as "intrusive" or affecting property value. Although Council can decide on any land use application it may have an impact on the time it takes to obtain additional development rights. It should be noted that opposition to the formalising of the airfield in its current form was experienced previously and was only resolved after the flight path of aircraft was changed to direct aircraft away from the town.

Working-for-Fire and medical emergency services are dependent on a longer runway to accommodate the larger and heavier aircraft. Increasing the length of the current runway will provide that service but in order to manage the airfield better, a second runway will be preferred.

Climate change in general and limited raw water resources are a general threat to all development. Any development or land use activity requiring additional water supply would have to be considered in view of the existing shortages.

6. CONSULTATION

The directorate met with all internal directorates and departments to obtain their views and proposals for the airfield precinct. The minutes of the meeting is attached as APPENDIX 1. A meeting was also held with the management of the Stellenbosch Flying Club to obtain their views and input. The minutes of the meeting is attached as APPENDIX 2.

From the consultation process with internal departments the following general principles were agreed:

- a. The precinct is not suitable for nor is it desirable to be developed for intensive urban use i.e. residential, industrial, business use etc.

- b. The southern boundaries of De Zalze and the current southerly extension of Jamestown define the ideal urban edge for Stellenbosch town and it should be protected for the time being.
- c. It was agreed that the airfield plays an important role in the context of Stellenbosch and its community and should be retained and possibly improved to enhance the tourism and service delivery offerings of the municipality and the area in general.
- d. The current airfield is classified as a Grade III airfield and should not be upgraded to an airport with commercial status (Grade II). An alternative location for an airport should rather be identified, preferably in the vicinity of Klapmuts where it can fulfil a commercial function.
- e. The presence of Work-for-Fire is an asset of particular importance and value to Stellenbosch in light of the increase in wild fires. Additional support services in the form of medical emergency will also be seen as an asset and can be linked successfully with the new Medi-Clinic hospital that is currently under construction abutting the R44.
- f. A possible new regional cemetery will function as a buffer between agricultural land and urban development and is an urgent need as cemetery space is running low.
- g. All parties agreed that alternative access to the area is a critical requirement for any development and must be identified and confirmed prior to any development taking place. The opportunity created by a possible new road might resolve this issue permanently.
- h. Louw-se Bos can be used for non-urban uses to strengthen the buffer between the built up area and the rural area and can be used for farming, recreation, the extension of the new cemetery and possible small holdings. The current lease use of portions of the property is not satisfactory and the land could be put to better use.

The SFC expressed their desire to continue with their venture and interest in extending the leasehold in a westerly direction in order to be able to develop a second runway in due course. Some of their intentions are to:

- a. Provide facilities for working-for-Fire and medical emergency services;
- b. To develop the tourist potential of the airfield optimally by developing attractions such as an aircraft museum and to accommodate linked flights to other destinations such as Gansbaai. This will enable tourist to stay in Stellenbosch but to visit other parts of the Western Cape for day trips.
- c. To develop a second runway in order to increase the potential for local economic development;
- d. To link up with existing and new cycle routes;
- e. To become a recreational area for the larger community of Stellenbosch; and
- f. To make provision for the Space Advisory Company and other aeronautical research and development establishments.

7. PROPOSAL

The proposed development of the airfield precinct is illustrated in the attached plan.

The plan proposes that this precinct be retained and developed as an airfield precinct that accommodates the airfield but also makes provision for ancillary land uses such as Working-for-Fire etc.

The area should form a buffer between urban development and the rural area and should not be used for urban expansion. As such opportunities for urban agriculture and recreation should be investigated further.

The current proposal for the development of a regional cemetery is supported and will link well with the proposed peri-urban use.

There is an opportunity to expand the tourist offering of the area by linking tourist activities with the airfield and associated uses.

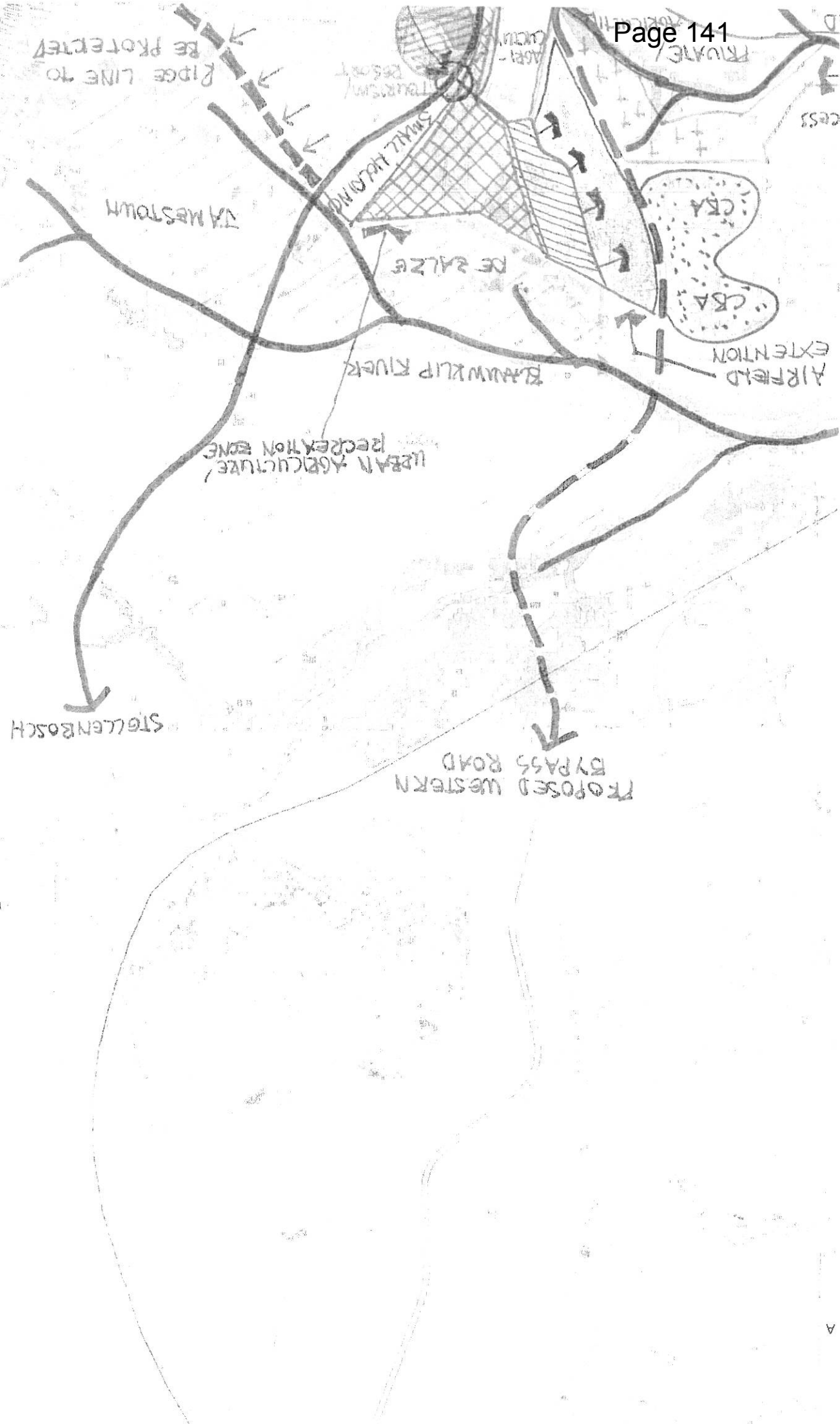
The area to the east of the R44 should be preserved as it is significant cultural landscape that contributes to the unique sense of place of Stellenbosch. The existing small holdings along the R44 should be retained for the same purpose and to function as a peri-urban land use. No subdivision should be allowed.

It is of critical importance that the alternative access, linked with the proposed Western By-pass, be clarified as soon as possible. In the event that the development of by-pass cannot be confirmed or that it will not be developed within the foreseeable future, then alternative access over private and/or municipal property from the Annandale Road be investigated and obtained.

8. CONCLUSION

The airfield precinct plays an important supportive role for the community of Stellenbosch and functions on a level that can benefit the broader community that is not involved with aviation. Opportunities to increase the tourist offering to the area will benefit all including the lessee of the Stellenbosch airfield.

The area does not have a pure agricultural character and has, over time, obtained a peri-urban character without degrading the rural quality of the site. It successfully fulfils a role to curb urban sprawl to the south of Stellenbosch despite the pressure for corridor development along the R44 up to Somerset-West. This function should not be underrated as it protects the sense of place of this all important access to the winelands which plays an important role as a scenic route. Limited development opportunities that do not detract from that value of function of the area will benefit the broader community of Stellenbosch and should be considered.



7.2.5	PROPOSED SUB-LEASE FROM THE STELLENBOSCH FLYING CLUB
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

GOOD GOVERNANCE

12 February 2020

1. SUBJECT: PROPOSED SUB-LEASE FROM THE STELLENBOSCH FLYING CLUB

2. PURPOSE

To inform MAYCO of a request received from the Western Cape Government for a proposed sub-lease at the Stellenbosch Flying Club and to consider the request.

3. DELEGATED AUTHORITY

Council has delegated authority and matters are referred to Council through the Executive Mayor in consultation with the Executive Mayoral Committee.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality concluded a Lease Agreement with the Stellenbosch Flying Club on 10 February 1992, which agreement is due to expire on 21 March 2021. (Portion L of Farm 502). The Flying club has expressed their interest to lease the property for a further 30 years. The item is submitted to Mayco and Council with the February round of items.

The Western Cape Government requested to sub-lease from the flying club to establish an Aeronautical High School on the property. The request is attached as **APPENDIX 1**.

The request served before Mayco in November 2019, but was referred back to be refined and due to the links the item has with the longer term vision on the flying club. The Flying club has provided some input/response to the request of the Western Cape Government. (**APPENDIX 2**).

5. RECOMMENDATIONS

- (a) that the request from the Western Cape Government be noted;
- (b) that the response from the Flying Club be noted;
- (c) that it be noted that the request is linked to the long term vision for the airfield item submitted under a separate item; and
- (d) that the request be considered.

6. DISCUSSION / CONTENTS

6.1. Background

Since 1973 the Stellenbosch Flying Club is leasing a portion of land, approximately 28.2ha in extent) from Stellenbosch Municipality. They currently leases and occupies the area in terms of an Agreement of Lease dated 10 February 1992, which agreement is due to expire on 31 March 2021.

6.2 Discussion

6.2.1 Locality and context

The locality of the Stellenbosch Airfield is indicated on Fig 1 below.



Fig 1: Location and regional context

6.2.2 Services

The Stellenbosch Airfield has been operating since the early 1900's and over time the required infrastructure and services to operate an airfield of this nature has been acquired. The full complement of municipal services are available.

6.2.3 Ownership

The ownership of Farm 502 vests with Stellenbosch Municipality.

6.3. Financial Implications

The financial implications could not be determined yet.

6.4 Legal Implications

The recommendations comply with council policies and legislation.

6.5 Staff Implications

No additional staff implications.

6.6 Previous / Relevant Council Resolutions:

No previous resolution on this application.

6.7 Risk Implications

Risk implications have been addressed in the item.

6.8 Comments from Senior Management:

Not requested at this stage.

ANNEXURES

APPENDIX 1 Request from the Western Cape Government.
APPENDIX 2 Response from the Flying club

FOR FURTHER DETAILS CONTACT:

NAME	Annalene de Beer
POSITION	<i>Director</i>
DIRECTORATE	<i>Corporate Services</i>
CONTACT NUMBERS	<i>(021) 808 8018</i>
E-MAIL ADDRESS	<i>Annalene.deBeer@stellenbosch.gov.za</i>
REPORT DATE	<i>7.02.2020</i>

APPENDIX 1



Reference: 2/19/2
Enquiries: Adv. L Coleridge-Zils

Ms G Mettler
Municipal Manager
Stellenbosch Municipality
PO Box 17
Stellenbosch
7600

Dear Ms Mettler

PROPOSAL TO SUBLEASE THE MUNICIPAL PROPERTY FROM THE STELLENBOSCH FLYING CLUB

1. The purpose of this correspondence is to make a proposal to the Stellenbosch Municipality to give permission to the Stellenbosch Flying Club to sublease the municipal property to the Western Cape Education Department (from hereinafter referred to as "the WCED") to establish an Aeronautical High School on the property.
2. The WCED liaised with the Stellenbosch Flying Club to establish the Aeronautical High School for Grade 8-12 learners, with a high quality, academic and Aeronautical Program, which will prepare learners to meet the challenges of the 21st century and 4th Industrial Revolution, and a career in the Aerospace domain.
3. During the engagement with the Stellenbosch Flying Club, it came forth that the property belongs to the Stellenbosch Municipality.
4. As a province, we are convinced that –
 - 4.1. The global aerospace industry has driven social and economic transformation around the world. Aerospace has since the beginning enabled many technological breakthroughs facilitating the connection of people, countries and cultures, providing access to global markets and generating trade and tourism.
 - 4.2. Aerospace technologies have furthered our horizons, expanded access to education and information to the most remote areas on the planet, and revolutionised how people and businesses connect and create wealth thus improving the living standards of millions of people around the globe.
 - 4.3. The aerospace industry offers solutions to many of the socio-economic challenges Africa is facing on the path to sustainable development. A paradigm shift from thinking

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tel: +27 21 467 2523 fax: +27 21 425 5689
Safe Schools: 0800 45 46 47

Private Bag X9161, Cape Town, 8000
Employment and salary enquiries: 0861 92 33 22
www.westerncape.gov.za

about aerospace as an isolated industry to a key enabler of socio-economic change is necessary to realise its benefits for a prosperous future.

- 4.4. The inherent and extensive nature of aerospace technology offers boundless possibilities and opportunities for Africa's socio economic transformation by creating health and jobs, building skill and aiding in the delivery of essential services.
5. In the province there is no fully fledged high school that makes provision for education and training in the Aerospace domain.
6. During deliberations between the WCED and the Stellenbosch Flying Club, it became evident that the WCED and the Stellenbosch Flying Club can co-exist in a complementary manner.
7. The WCED is planning to establish a school with a specialised focus on Aeronautics. The communities from the impoverished areas such as Stellenbosch, and surrounding areas will be targeted.
8. The project will unfold as follows:

Phase 1:

- i. Propose to buy or rent a hanger on the Stellenbosch Flying Club property and convert part into classrooms for 20 learners initially with expansion plan in future years.
- ii. Proposed alternative: Acquisition of mobile classrooms and Teacher Area to cater for 20 learners.
- iii. Arrange Service agreements with Stellenbosch Flying Club. Property and Lease agreements.
- iv. Arrange Service Agreements for Training Schedules with Stellenbosch Flying School (PPL Training), Stellenbosch Flight Academy (Simulator Training) and Stellair (AMO Training).
- v. Enrol 20 Grade 10 learners in January 2020, or soonest thereafter.

Phase 2:

Enrol 20 Grade 10 learners and Grade 10 learners proceed to Grade 11 in 2021.

Phase 3:

Enrol 20 Grade 10 learners whilst Grade 10 move to Grade 11, Grade 11 move to Grade 12 in 2022.

Phase 4:

Build a fully-fledged Aeronautical High School on a property identified by the Stellenbosch Municipality situated close to the flying school.

9. There is a huge growth forecast for Aviation in the future. The need to educate and mobilise the youth of today, to sustain the Aerospace for tomorrow, is an imperative.
10. The growth Aerospace market requirements for new Aircraft and Skilled Aviation Practitioners, is forecasted to grow exponentially with the demand of particularly commercial aircraft.
11. A high school that is geared to offer this unique programme, is proposed for the Western Cape and I believe that in line with the spirit, purport and objects of intergovernmental relations the Stellenbosch Municipality will permit our proposal.
12. It is therefore proposed that Stellenbosch Municipality agree to place the WCED's proposition on the Council Agenda for Wednesday, 27 November 2019. The WCED may be represented by Mr Salie Abrahams, Mr Gerrit Coetzee, Adv. Lynn Coleridge-Zils, Mr Juan Benjamin, a representative from the Stellenbosch Flying Club and a representative from the Donor.

Yours faithfully



BK SCHREUDER
HEAD OF EDUCATION: WESTERN CAPE
DATE: 7 NOVEMBER 2019

APPENDIX 2



20 January 2020

The Director Corporate Services
Stellenbosch Municipality
P O Box 17
Stellenbosch
7600

Attention: Director Annalene De Beer
Cc: Mr Piet Smit
Councillor Rikus Badenhorst
Colonel Alan Nelson

Dear Director De Beer

AVIATION THEMED HIGH SCHOOL, STELLENBOSCH

The Stellenbosch Flying Club has been approached by a group who, in collaboration with the Western Cape Education Department, intend establishing an aviation themed private high school. They have as we understand considered a number of sites and have settled on Stellenbosch as the preferred location. As our landlord we have been advised and deemed it appropriate that we communicate our position in this regard to the Stellenbosch Municipality first and foremost, indicating our firm support for this venture and our intention to find a workable solution while maintaining an open mind to the complex constraints posed by our location.

The Project Group is seeking to secure a relationship with the Stellenbosch Flying Club for the provision of services and access to facilities to support their venture. The school will consist of a core, mainstream high school curriculum supplemented with an aviation component to address two streams namely those students who wish to learn to fly, and those who wish to follow a technical career. It has been indicated that those wishing to learn to fly would follow the Private Pilot Training Course with the objective being that they complete grade 12 with a PPL. This licence allows the holder to fly recreationally and can be a stepping stone to obtaining a Commercial Pilot's Licence or CPL. While the beginnings are indicated to be small with an initial group of 20 drawn from feeder high schools in the area, the vision that has been shared with us is for it to grow to the point where it accommodates around 100 students with the expectation being that roughly half will follow the pilot training and technical streams respectively. 43 Airschool, a large flight school in Port Alfred, has been referred to as a model that they would like to emulate.

Several meetings and discussions have been held in order to understand the needs of the school and how the Stellenbosch Flying Club is being asked to and is able to support and get involved. The group's initial request was for the Club to make space available in a hanger for the establishment of the school and alternatively to make available a site for the construction of a purpose built facility, although they indicated that their preference was for the use of an existing hangar. We have advised that this is not possible, since the club only owns a very small number of hangars at the field all of which are used for the storage of the club's own aircraft. The balance of the hangars belongs to members who in turn use them for the storage of their own aircraft. While some land remains open and has been earmarked for the construction of additional hangars, the current need for hangars among our members indicates that the demand will exceed the supply. In addition to considering the needs of our members, provision has also been made for the erection of a hangar by Kishugu Aviation, an aerial firefighting service provider to the Western Cape Government under the Working on Fire program. Leading Edge Aviation is a second aerial firefighting service provider based at the field who is contracted to the Winelands Municipality. Their needs for space are less than that of Kishugu Aviation and they recently purchased a hangar which had come onto the market.

Following discussions with the Municipality the Project Group requested a follow up meeting with the intention of signing a memorandum of understanding and a service level agreement between ourselves. At this meeting it was established that contrary to our understanding, the group had in fact requested from the Municipality the provision of premises within our leasehold area which we again advised was not possible. The reasons for our position in this regard are as follows:

1. Limited space available for additional hangars as described above. That space which is available is earmarked for limited additional hangars to service the needs of our members and to accommodate an established, essential emergency service. The needs of Kishugu Aviation have in fact been prioritised over those of our members as they provide a critical emergency service to the area. Stellenbosch Flying Club has accommodated the Working on Fire services for several years and the proximity of our airfield to the area that Working on Fire serves is critical to the local community. Kishugu Aviation has indicated that they wish to construct a facility at the field as they have been instructed by the South Africa Civil Aviation Authority to do so as there are legislated requirements for aircraft maintenance facilities. They are however not in a position to invest the significant amount of money such a facility would cost until the Club lease has been renewed.

When one looks at the airfield one gets the impression of there being a lot of open space, however this open space is there to maintain minimum legal clearance and separation of buildings from taxiways and the runway both in terms of distance and height and the existing airfield layout has been constructed with this in mind. The space available for further development is therefore vastly less than what it may appear;

2. The South African Civil Aviation Authority has clear and stringent requirements for the management of the safety and security of registered aerodromes and the Stellenbosch Flying Club is audited annually against these requirements. If one
-

considers the requirements of a school, it would be more extensive than simply a place to present instruction and would require ablutions, administrative areas, outdoor recreation areas and drop off and pick up zones. This can simply not be accommodated within the footprint of the airfield without compromising our compliance with these requirements. Being an active airfield with aircraft coming and going during the day, free movement on the secure air side of the airfield where the hangars are located would have serious safety implications for the students, aircraft and other users. In addition to the above, given that some of the students are likely to come from quite far afield the possibility of a residential component has been discussed and this could certainly not be accommodated on the field. We are aware of a few portions of land adjacent to the airfield that belong to the municipality and it was with the above constraints in mind and the Club's earnest intention of finding a way in which we could assist and support this venture that we proposed that the Municipality be approached to secure a lease on one of these properties. This would provide a piece of land over which the school would have autonomous control and the ability to develop infrastructure specifically tailored to meet their requirements, while still having very convenient proximity to the Club for access to the services and facilities to be agreed. The most suitable portion of land which appears to be coming available is portion 502R to the south of the Airfield.

The Stellenbosch Flying Club operates in an area that is extremely noise sensitive and we have implemented a comprehensive noise abatement procedure in order to accommodate our neighbours and the local community by keeping the noise footprint of the airfield to the minimum possible.

When the Stellenbosch Flying Club was first established in the very early 1970's the location was relatively isolated and the club's activities very limited. With few members the noise produced was insignificant and therefore not a consideration in those early days. Things have however changed, the Club has grown, and development has encroached to the extent that we now have a very high value, upmarket development sharing part of our northern boundary in the form of De Zalze. This along with the general expansion of Stellenbosch as a town has demanded that we have had to adjust our activities, and this has impacted our training activities as well.

The flight training centre at the club was established to provide training to club members and was initially very small but has grown along with the club. The club's training activities are also impacted by our noise abatement procedures with an example being the fact that night circuit training, which involves repeated take-offs and landings is only conducted on one night of the week. Further measures include the moving of the airfield overhead circuit for all aircraft away from the residential areas with joining routines carried out to the over unoccupied land to the west. We are currently also developing an alternative joining routine for helicopters which will see them approaching directly from the west to land without following the fixed wing aircraft joining routine.

While our training centre could certainly accommodate the numbers projected for the early phase of the development of the school, the group's indicated growth ambition for the school is concerning in that it would increase traffic at the airfield significantly and it would certainly be met with resistance and objection from the local community. Other airfields around South Africa have faced serious opposition with training and other activities impacted and the risk to the future of the airfield would be significant. An example is Oudtshoorn where the local ratepayers association briefed the National Council of Provinces (NCOP) for assistance with concerns relating to the establishment of a commercial flight training school with their points including among others the following:

- Failure to take into consideration the conditions and regulations of the National Environmental Management Act and provincial environmental laws;
- Refusal by the Municipality to conduct a proper Environmental Impact Assessment (EIA), which residents were assured of by the Provincial Government and Oudtshoorn Municipality;
- Refusal by the Municipality to conduct a proper risk management analysis on safety issues, physical and mental health and safety study into the effects of repetitive low level flight training traffic over the residential environments;
- There was also a failure to apply the local by laws governing noise pollution and nuisance caused by the low level flight training.

The Stellenbosch Flying Club does not have the resources to counter such opposition and it would therefore most likely fall to the landlord as in the above case to manage such opposition. This would impact not only the Stellenbosch Flying Club but also the two firefighting service providers at the field, Stellair and the Stellenbosch Flying Academy both based at the field and all those who are employed, most of whom are from the local community with many drawn from Jamestown and Kayamandi. It is therefore critical to the future of the Stellenbosch Airfield as a whole and not only the Club, that we continue to manage our noise footprint extremely carefully, and a school that is intended to grow as indicated by the Project Group would represent significant risk.

I wish to reiterate that the Stellenbosch Flying Club supports this venture and sees the value of it in context with the current socio-economic and education climate in South Africa and a venture such as this promoting aviation among our youth is certainly to be applauded and supported. While the Club is supportive and happy to take our discussions forward, there are however as described above several factors that constrain our ability to support to the extent anticipated by the Project Group. Our very strong recommendation is that the group secures an agreement with the Stellenbosch Municipality to lease an adjacent piece of land after which the detail can be considered and recorded. This we believe to be key to progressing with their initiative in this location.

The scaling of the proposed development is also key to its future and while our flight training centre is able to absorb an additional twenty students, the increased traffic to accommodate the ultimate one hundred students as indicated would increase traffic and in turn our noise footprint to the extent that strong community objection is highly likely. Should this be the ultimate objective of the group then the consideration of an alternative location is strongly recommended.

Our ability to support this project in whatever way is of course also closely linked with the renewal of our lease which falls due in March 2021.

We would be happy to meet with you at your convenience should you wish to discuss our involvement in this project or other aspects of our tenancy.

Sincerely

A handwritten signature in black ink, appearing to read 'Dr Jurie Steyn'. The signature is written in a cursive style with several overlapping strokes.

Dr Jurie Steyn

Chairman

7.3	FINANCIAL SERVICES: (PC: CLLR P CRAWLEY (MS))
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NONE

7.4	HUMAN SETTLEMENTS: (PC: CLLR W PETERSEN (MS))
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NONE

7.5	INFRASTRUCTURE SERVICES: (PC: CLLR Q SMIT)
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NONE

7.6	PARKS, OPEN SPACES AND ENVIRONMENT: (PC: XL MDEMKA (MS))
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NONE

7.7	PLANNING AND ECONOMIC DEVELOPMENT: (PC:CLLR E GROENEWALD (MS))
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NONE

7.8	RURAL MANAGEMENT AND TOURISM: (PC: CLLR S PETERS)
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NONE

7.9	YOUTH, SPORT AND CULTURE: (PC: CLLR M PIETERSEN)
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NONE

7.10	MUNICIPAL MANAGER
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NONE

8.	REPORTS SUBMITTED BY THE EXECUTIVE MAYOR
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NONE

9.	MATTERS TO BE CONSIDERED IN-COMMITTEE
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NONE