



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/2/5

2021-03-19

MAYORAL COMMITTEE MEETING
WEDNESDAY, 2021-03-24 AT 10:00

TO The Executive Mayor, Ald G Van Deventer (Ms)
The Deputy Executive Mayor, Cllr N Jindela

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

Notice is hereby given that a Mayoral Committee Meeting will be held via **MS Teams** on **Wednesday, 2021-03-24 at 10:00** to consider the attached agenda.

EXECUTIVE MAYOR, ALD GM VAN DEVENTER (MS)

CHAIRPERSON

AGENDA
MAYORAL COMMITTEE MEETING
2021-03-24
TABLE OF CONTENTS

ITEM	SUBJECT	PAGE
1.	OPENING AND WELCOME	
2.	COMMUNICATION BY THE EXECUTIVE MAYOR	
3.	DISCLOSURE OF INTERESTS	
4.	APPLICATIONS FOR LEAVE OF ABSENCE	
5.	APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING	
5.1	The minutes of the Mayoral Committee meeting: 2021-02-17, refers. FOR CONFIRMATION	4
6.	STATUTORY MATTERS	
6.1	APPROVAL OF THE DRAFT FOURTH REVIEW OF THE FOURTH GENERATION IDP 2017 – 2022(Annexure A will be distributed under separate cover)	22
6.2	MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK 2021/2022-2023/2024(Appendices will be distributed under separate cover)	29
7.	CONSIDERATION OF ITEMS BY THE EXECUTIVE MAYOR: [ALD G VAN DEVENTER (MS)]	
7.1	COMMUNITY DEVELOPMENT AND PROTECTION SERVICES: (PC: CLLR R BADENHORST)	
	NONE	42
7.2	CORPORATE SERVICES: (PC: CLLR AR FRAZENBURG)	
7.2.1	PROPOSED LEASE AGREEMENT: FRANSCHHOEK BOWLING CLUB: ERF 2885, FRANSCHHOEK	42
7.2.2	LEASE PORTIONS 528A AND 529CC: MOUNTAIN BREEZE CARAVAN PARK	76
7.3	FINANCIAL SERVICES: [PC: CLLR P CRAWLEY (MS)]	
	NONE	162
7.4	HUMAN SETTLEMENTS: [PC: CLLR N JINDELA]	
	NONE	162

7.5	INFRASTRUCTURE: [PC: CLLR Q SMIT]	
7.5.1	NEW WASTE MATERIAL RECOVERY FACILITY	162
7.6	PARKS, OPEN SPACES AND ENVIRONMENT: [PC: CLLR XL MDEMKA (MS)]	
	NONE	165
7.7	PLANNING, LOCAL ECONOMIC DEVELOPMENT AND TOURISM [PC: CLLR E GROENEWALD]	
	NONE	165
7.8	RURAL MANAGEMENT: [PC: CLLR S PETERS]	
	NONE	165
7.9	YOUTH, SPORTS AND CULTURE: [PC: J FASSER]	
	NONE	165
7.10	MUNICIPAL MANAGER	
	NONE	165
8.	REPORTS SUBMITTED BY THE EXECUTIVE MAYOR	
	NONE	166
9.	URGENT MATTERS	
		166
10.	MATTERS TO BE CONSIDERED IN-COMMITTEE	
	(SEE IN-COMMITTEE DOCUMENTATION)	

APPENDIX 1

Confirmation of Minutes: Mayoral Committee Meeting: 2021-02-17



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/2/5

2021-02-17

MINUTES

MAYORAL COMMITTEE MEETING:

2021-02-17 AT 08:00

MINUTES
MAYORAL COMMITTEE MEETING
2021-02-17
TABLE OF CONTENTS

ITEM	SUBJECT	PAGE
1.	OPENING AND WELCOME	
2.	COMMUNICATION BY THE EXECUTIVE MAYOR	
3.	DISCLOSURE OF INTERESTS	
4.	APPLICATIONS FOR LEAVE OF ABSENCE	
5.	APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING	
5.1	The minutes of the Mayoral Committee meeting: 2021-01-20, refers. FOR CONFIRMATION	2
6.	STATUTORY MATTERS	
6.1	MID-YEAR ADJUSTMENTS BUDGET AND REVISED SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN FOR 2020/2021	2
6.2	REPORT IN TERMS OF SECTION 126 (4) OF THE MUNICIPAL FINANCIAL MANAGEMENT ACT: REASONS FOR THE DELAY IN COMPLETING THE AUDIT OF STELLENBOSCH MUNICIPALITY FOR THE FINANCIAL YEAR ENDED 30 JUNE 2020	4
6.3	MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR JANUARY 2021	5
7.	CONSIDERATION OF ITEMS BY THE EXECUTIVE MAYOR: [ALD G VAN DEVENTER (MS)]	
7.1	COMMUNITY DEVELOPMENT AND PROTECTION SERVICES: (PC: CLLR R BADENHORST)	
	NONE	6
7.2	CORPORATE SERVICES: (PC: CLLR AR FRAZENBURG)	
7.2.1	PROPOSED RENEWAL OF LEASE AGREEMENT: FRANSCHHOEK TENNIS CLUB: ERF 1693, FRANSCHHOEK	6
7.2.2	PROPOSED RENEWAL OF LEASE AGREEMENT: STELLENBOSCH DISTRICT RIDING CLUB: LEASE AREA 502N	8
7.2.3	ERF 13246, STELLENBOSCH: DUTCH REFORM CHURCH: WELGELEGEN: APPLICATION TO ENFORCE FALL-BACK CLAUSE	9
7.2.4	LEASE PORTIONS 528A AND 529CC: MOUNTAIN BREEZE CARAVAN PARK	11
7.2.5	OPTION TO RENEW LEASE AGREEMENT: FRANSCHHOEK METHODIST CHURCH	12

7.3	FINANCIAL SERVICES: [PC: CLLR P CRAWLEY (MS)]	
	NONE	13
7.4	HUMAN SETTLEMENTS: [PC: CLLR N JINDELA]	
	NONE	13
7.5	INFRASTRUCTURE: [PC: CLLR Q SMIT]	
	NONE	13
7.6	PARKS, OPEN SPACES AND ENVIRONMENT: [PC: CLLR XL MDEMKA (MS)]	
	NONE	13
7.7	PLANNING, LOCAL ECONOMIC DEVELOPMENT AND TOURISM [PC: CLLR E GROENEWALD]	
	NONE	13
7.8	RURAL MANAGEMENT: [PC: CLLR S PETERS]	
	NONE	13
7.9	YOUTH, SPORTS AND CULTURE: [PC:]	
	NONE	
7.10	MUNICIPAL MANAGER	
	NONE	14
8.	REPORTS SUBMITTED BY THE EXECUTIVE MAYOR	
	NONE	14
9.	URGENT MATTERS	
		14
10.	MATTERS TO BE CONSIDERED IN-COMMITTEE	
	NONE	

PRESENT: Executive Mayor, Ald GM Van Deventer (Ms) (**Chairperson**)

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

Also Present: Councillor WC Petersen (Ms) (Speaker)
Councillor W Pietersen (MPAC Chairperson)

Officials: Municipal Manager (G Mettler (Ms))
Director: Planning and Economic Development (A Barnes)
Director: Infrastructure Services (D Louw)
Director: Community Services (G Boshoff)
Director: Corporate Services (A de Beer (Ms))
Chief Financial Officer (K Carolus)
Senior Audit Executive (F Hoosain)
Manager: Secretariat (EJ Potts)
Senior Administration Officer (B Mgcushe (Ms))

1.	OPENING AND WELCOME
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The Executive Mayor welcomed everyone present to the Mayoral Committee Meeting.

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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The following application for leave of absence was approved in terms of the Rules and Order By-law of Council:-

Deputy Mayor, Cllr N Jindela - 17 February 2021

5.	CONFIRMATION OF PREVIOUS MINUTES
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The minutes of the Mayoral Committee Meeting held on 2021-01-20 were **confirmed as correct.**

6.	STATUTORY MATTERS
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6.1	MID-YEAR ADJUSTMENTS BUDGET AND REVISED SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN FOR 2020/2021
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

17 February 2021

1. SUBJECT: MID-YEAR ADJUSTMENTS BUDGET AND REVISED SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN FOR 2020/2021

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 2020/2021 financial year together with the revised Service Delivery and Budget Implementation Plan.

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).

Furthermore Section 54 (1) of the MFMA states the mayor must-consider and, if necessary, make any revisions to the SDBIP, provided that revisions to the SDBIP may only be made with the approval of the council following approval of an adjustments budget. These revisions to the SDBIP was approved by council on 27 January 2021.

The approved revisions to the SDBIP is submitted with the Mid-year adjustments to ensure compliance with Section 54 (1) of the MFMA.

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: 2021-02-17: ITEM 6.1

- (a) that the Adjustments Budget as prescribed by the Budgeting and Reporting Regulations, as set out in **APPENDIX 2**, be approved;
- (b) that the list of capital projects be adjusted over the MTREF (2021/2022), as set out in **APPENDIX 1**; and
- (c) that Council reaffirms the revised Service Delivery and Budget Implementation Plan approved on 27 January 2021 as aligned to the Mid-year adjustments budget, as set out in **APPENDIX 4**.

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	February 2021

6.2	REPORT IN TERMS OF SECTION 126 (4) OF THE MUNICIPAL FINANCIAL MANAGEMENT ACT: REASONS FOR THE DELAY IN COMPLETING THE AUDIT OF STELLENBOSCH MUNICIPALITY FOR THE FINANCIAL YEAR ENDED 30 JUNE 2020
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

17 February 2021

1. **SUBJECT: REPORT IN TERMS OF SECTION 126 (4) OF THE MUNICIPAL FINANCIAL MANAGEMENT ACT: REASONS FOR THE DELAY IN COMPLETING THE AUDIT OF STELLENBOSCH MUNICIPALITY FOR THE FINANCIAL YEAR ENDED 30 JUNE 2020**

2. **PURPOSE OF REPORT**

To notify Council on the communication received from the Auditor-General on the delay in completion of the Audit of the municipality for the financial year ended 30 June 2020.

3. **DELEGATED AUTHORITY**

Municipal Council

4. **EXECUTIVE SUMMARY**

The Accounting Officer received notification from the Auditor General on the challenges currently being experienced with the audit, which leads to non-compliance within the legislative deadlines.

RECOMMENDATION FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-02-17: ITEM 6.2

that Council notes the communication from the Auditor-General.

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	

6.3	MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR JANUARY 2021
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

17 February 2021

1. SUBJECT: MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR JANUARY 2021

2. PURPOSE

To comply with Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy 2020/2021 to report the deviations to Council.

3. DELEGATED AUTHORITY

Council

FOR NOTING.

4. EXECUTIVE SUMMARY

Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy (2020/2021) stipulate that SCM deviations be reported to Council. In compliance thereto, this report presents to Council the SCM deviations that occurred during January 2021.

RECOMMENDATION FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-02-17: ITEM 6.3

that Council notes that there were no deviations listed for the month of January 2021.

FOR FURTHER DETAILS CONTACT:

NAME	Kevin Carolus
POSITION	CFO
DIRECTORATE	Finance
CONTACT NUMBERS	021 808 8528
E-MAIL ADDRESS	Kevin.Carolus@ Stellenbosch.gov.za
REPORT DATE	03 February 2021

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 R BADENHORST)
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NONE

7.2	CORPORATE SERVICES: (PC: CLLR AR FRAZENBURG)
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7.2.1	PROPOSED RENEWAL OF LEASE AGREEMENT: FRANSCHHOEK TENNIS CLUB: ERF 1693, FRANSCHHOEK
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

17 February 2021

1. SUBJECT: PROPOSED RENEWAL OF LEASE AGREEMENT: FRANSCHHOEK TENNIS CLUB: ERF 1693, FRANSCHHOEK

2. PURPOSE

Council to consider the application for the renewal of the Lease Agreement with Franschoek Tennis Club.

3. DELEGATED AUTHORITY

The Executive Mayor in consultation with the Executive Mayoral Committee.

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 new Property Management Policy, allow for a process whereby Council can dispose with the prescribed, competitive process, subject to Council's intention so to lease the property being advertised for public inputs, before making a final decision. Council delegated the decision for the approval of lease agreements for a period of less than 10 years to the Executive Mayor in consultation with the Executive Mayoral Committee.

The agreements continued on a month to month basis. The request for a renewal must be considered.

An email dated 22 October 2020 from the tennis club is attached as **APPENDIX 2**.

A copy of the Constitution of the club that was requested is attached as **APPENDIX 3**.

The item served before Mayco in November 2020 and was referred back to enable Council to first deal with the sport association. The matter is now re-submitted.

EXECUTIVE MAYORAL COMMITTEE: 2021-02-17: ITEM 7.2.1**RESOLVED**

- (a) that a portion of Erf 1693, Franschhoek, be identified as land not needed for own use during the period for which such rights are to be granted, as provided for in Regulation 36 of the Asset Transfer Regulations;
- (b) that a month-to-month lease agreement be approved until the process with the Sports Councils has been finalised and a property register has been compiled and considered by Council to determine the future of Council properties per category;
- (c) that the terms and conditions of the lease agreement be based on the lease agreement dated April 2010;
- (d) that the Tennis Club pay their municipal account and that the Municipal Manager be mandated to determine the lease amount;
- (e) that the Municipal Manager be mandated to take the necessary steps to ensure the drafting and finalisation of the property register and to submit it to Council by not later than December 2021; and
- (f) that the item be brought back to Council as soon as the property register has been adopted by Council.

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	2020 -11- 03

7.2.2	PROPOSED RENEWAL OF LEASE AGREEMENT: STELLENBOSCH DISTRICT RIDING CLUB: LEASE AREA 502N
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

17 February 2021

1. SUBJECT: PROPOSED RENEWAL OF LEASE AGREEMENT: STELLENBOSCH DISTRICT RIDING CLUB: LEASE AREA 502N

2. PURPOSE

To obtain Council's authorisation to renew the Stellenbosch District Riding Club's lease agreement that will expire on 31 March 2021.

3. DELEGATED AUTHORITY

The Executive Mayor in consultation with the Executive Mayoral Committee.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality and the Stellenbosch District Riding Club concluded a Lease Agreement 17 February 1992 for the period 1 April 1991 to 31 March 2021.

The Club has now applied for a renewal of the agreement for a further period of 9 years and 11 months.

Council must consider the application in terms of the relevant provisions in the Property Management Policy and has provided a delegation to the Executive Mayor in Consultation with the Mayoral Committee to consider and approve requests for lease that is not longer than 10 years.

EXECUTIVE MAYORAL COMMITTEE: 2021-02-17: ITEM 7.2.2

RESOLVED

- (a) that the lease area 502N be identified as land not needed to provide basic services during the period for which such rights are to be granted, as provided for in Regulation 36 of the Asset Transfer Regulations;
- (b) that the current lease agreement be extended on the same terms and conditions on a month-to-month basis until the process with the Sports Councils has been finalised and a property register has been compiled and considered by Council to determine the future of Council properties per category;
- (c) that the District Riding Club pay their municipal account and that the Municipal Manager be mandated to determine the lease amount;
- (d) that the Municipal Manager be mandated to take the necessary steps to ensure the drafting and finalisation of the property register and to submit it to Council by not later than December 2021; and
- (e) that the item be brought back to Council as soon as the property register has been adopted by Council.

7.2.3	ERF 13246, STELLENBOSCH: DUTCH REFORM CHURCH: WELGELEGEN: APPLICATION TO ENFORCE FALL-BACK CLAUSE
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

17 February 2021

1. SUBJECT: ERF 13246, STELLENBOSCH: DUTCH REFORM CHURCH: WELGELEGEN: APPLICATION TO ENFORCE FALL-BACK CLAUSE

2. PURPOSE

To consider the enforcement of the fall-back clause in the Exchange of Land Agreement of 12 May 1995 and to determine the value at which such buy back should take place if approved.

3. DELEGATED AUTHORITY

For decision by Council.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality and the Dutch Reform Church: Welgelegen concluded an Exchange of Land Agreement in 1995 in terms whereof erf 13246, Stellenbosch (municipal land) was exchanged for two residential erven in Die Boord, being erven 12758 and 12759 (church land) on an equal in value basis. The Agreement, however, has a fall-back clause, indicating that the land must be transferred back to the Municipality should it no longer needed for church purposes. Seeing that the Dutch Reform Church: Welgelegen does not want to use the property for church purposes they have requested that the fall-back clause be enforced, as per the Agreement. Council must agree to the value at which the property is bought back, as per the Agreement.

The item served before Mayco in November 2019 and was referred back. We received a update on the Municipal Value for the property on which the rates are base. That information is attached as **APPENDIX 8**.

It was resubmitted in February 2020, but did not serve on the agenda. It is now resubmitted for consideration. The item served before the Mayco meeting In November 2020, but no decision was taken. It is resubmitted for consideration in January and during the discussions the issue of clause 14.2 of the agreement (**APPENDIX 1**) was raised. Clause 14. 2 indicates a special condition requiring rezoning. It was argued that clause 14.2 is a suspensive condition. The Deeds Office did not regard this as a suspensive condition and the erf was transferred to the Municipality. If it was regarded as a suspensive condition it would not have been transferred. The condition in our view requires that the erf in question must be rezoned before it can be used and build on as a church.

There was a rezoning application (see paragraph 2 of **APPENDIX 2**) which was approved. The rezoning will only vest when building is started within the prescribed 2 years from the date of the approval of the application. The rezoning lapsed as there was never a building built on the land. The special clause cannot now be used to claim that the swopping agreement is invalid especially as it was implemented.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-02-17: ITEM 7.2.3

- (a) that Council invokes the buy-back clause;
- (b) that the Municipal Manager be mandated to negotiate a mutually agreed price to buy back erf 13246, Stellenbosch, from the Dutch Reform Church: Welgelegen; and
- (c) that the Municipal Manager reports back to Council on the price before a final decision is made and the sale agreement is signed.

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	2020 – 11- 09

7.2.4	LEASE PORTIONS 528A AND 529CC: MOUNTAIN BREEZE CARAVAN PARK
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

17 February 2021

1. SUBJECT: LEASE PORTIONS 528A AND 529CC: MOUNTAIN BREEZE CARAVAN PARK

2. PURPOSE

To inform Council that the current lease agreement comes to an end on 31 March 2021. Council has to resolve on a way forward.

3. DELEGATED AUTHORITY

The Municipal Council must consider the matter.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality and Stellenbosch Caravan Park cc (Malan) concluded a long term Lease Agreement during 1992 for a period of 30 years (1 April 1991-31 March 2021)

This Lease Agreement was later ceded to the Mountain Breeze Caravan Park cc (Visser).

The lease Agreement will expire on 31 March 2021. The current Lessee send a letter attached as **APPENDIX 6** expressing her interest to continue with a lease provided that it is a 10 year period to get some returns on investment.

A letter and email was also received from a one of the persons occupying a stand on a long term basis requesting to rent the land from Council – **APPENDIX 7**.

Council must now decide on how to deal with this property, i.e. whether to dispose of it, or enter into a further rental agreement with the current lessee or someone else or use the property for another purpose. A decision also needs to be taken on the short term process (after March 2021) until a final decision has been reached.

The item was discussed at the January 2021 Mayco meeting and further information was requested and the item referred back.

Attached hereto please find **APPENDIX 8**, a further letter from Me Sonnekus, writer of appendix 7, is also attached providing some information on the people living on the land. **APPENDIX 9** is an email response received from the current lessee on the questions raised in Mayco. The rates are paid up and we could find no approval of building plans. We therefore have to deduct that the structures were not approved by the Building plan section.

EXECUTIVE MAYORAL COMMITTEE: 2021-02-17: ITEM 7.2.4

RESOLVED

that this item be referred back for refinement, and to be resubmitted to the March Mayoral Committee Meeting.

7.2.5	OPTION TO RENEW LEASE AGREEMENT: FRANSCHHOEK METHODIST CHURCH
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Institutional Transformation

17 February 2021

1. SUBJECT: OPTION TO RENEW LEASE AGREEMENT: FRANSCHHOEK METHODIST CHURCH

2. PURPOSE

- a) to inform Council that the Methodist Church has requested to renew their Lease Agreement; and
- b) to get Council approval on the terms and conditions, as provided for in the Lease Agreement.

3. DELEGATED AUTHORITY

The Executive Mayor in consultation with the Executive Mayoral Committee may approve lease agreements with a value of less than R5 million and for less than 10 years. Lease agreements in excess of that must be resolved on by Council.

4. EXECUTIVE SUMMARY

The Franschhoek Methodist Church is leasing a portion of erf 23, Franschhoek from Stellenbosch Municipality since 1995. They requested to buy the property and Council resolved in February 2020 not to sell the land to them. The Lease expired on 31 August 2020. In terms of the lease agreement they had an option to request a renewal for a further period of 10 years on terms and conditions to be mutually agreed upon between the parties, no later than 6 months before the expiry of the lease. The church has indicated that they would like to renew the agreement. As it has already expired, a new agreement must be entered into.

EXECUTIVE MAYORAL COMMITTEE: 2021-02-17: ITEM 7.2.5

RESOLVED

- (a) that a portion of Erf 23, Franschhoek, be identified as land not needed for own use during the period for which such rights are to be granted, as provided for in Regulation 36 of the Asset Transfer Regulations;
- (b) that a month-to-month lease agreement be approved until a property register has been compiled and considered by Council to determine the future of Council properties per category;
- (c) that the terms and conditions of the lease agreement be based on the lease agreement dated November 1995;
- (d) that the Methodist Church pay their municipal account and that the Municipal Manager be mandated to determine the lease amount;
- (e) that the Municipal Manager be mandated to take the necessary steps to ensure the drafting and finalisation of the property register and to submit it to Council by not later than December 2021; and
- (f) that the item be brought back to Council as soon as the property register has been adopted by Council.

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

7.4	HUMAN SETTLEMENTS: (PC: CLLR N JINDELA)
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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, LOCAL ECONOMIC DEVELOPMENT AND TOURISM: (PC: CLLR E GROENEWALD (MS))
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NONE

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

7.9	YOUTH, SPORT AND CULTURE: (PC:)
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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.	URGENT MATTERS
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NONE

10.	MATTERS TO BE CONSIDERED IN-COMMITTEE
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NONE

The meeting adjourned at 09.30.

CHAIRPERSON:

DATE:

Confirmed on

6.	STATUTORY MATTERS
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6.1	APPROVAL OF THE DRAFT FOURTH REVIEW OF THE FOURTH GENERATION IDP 2017 – 2022
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Collaborator No: 703774
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 24 March 2021

1. SUBJECT: APPROVAL OF THE DRAFT FOURTH REVIEW OF THE FOURTH GENERATION IDP 2017 – 2022

2. PURPOSE

To submit the following to MayCo and Council for consideration:

- (a) The Draft Fourth Review of the Fourth Generation IDP 2017 – 2022; and
- (b) The Draft Public Participation Schedule, April 2021.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

The Integrated Development Plan is a 5-year Strategic Plan that is reviewed annually to accommodate changes in the municipal environment, including community priorities. It also informs the budget of the Municipality. The Draft Fourth Review of the Fourth Generation IDP 2017 – 2022 details the Municipality's actions to address the needs of the community.

The Municipal IDP must be reviewed every year to ensure that:

- Municipalities and communities keep track of progress in implementing development projects and spending the municipal budget; and
- Communities are provided with an opportunity to review their needs and make possible revisions to the priorities listed in the municipal IDP.

5. RECOMMENDATIONS

- (a) that Council adopt the Draft Fourth Review of the Fourth Generation IDP 2017 – 2022 of the Stellenbosch Municipality as tabled in terms of section 34 of the MSA for the purposes of obtaining public inputs and comments;
- (b) that an advertisement be placed on the official website of the Municipality, municipal notice boards and in the local newspapers notifying the public that the Draft Fourth Review of the Fourth Generation IDP 2017 – 2022 is open for public inputs and comments during April 2021;
- (c) that the Draft Public Participation Schedule, April 2021 be approved; and
- (d) that the Draft Fourth Review of the Fourth Generation IDP 2017 – 2022 be submitted to the Department of Local Government, Provincial Treasury, National Treasury and the Cape Winelands District Municipality.

6. DISCUSSION / CONTENTS

6.1. Background

In terms of the provisions of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) (MSA), each Council must, within the prescribed period after the start of its elected term, adopt a single, inclusive, strategic plan. The Fourth Generation IDP 2017 – 2022 serves as this instrument, which was adopted by the new Council on 31 May 2017 for the period 2017 – 2022.

An Integrated Process Plan and Time Schedule was approved by Council in August 2020 to guide the planning, review and adoption of the Fourth Revision of the Fourth Generation IDP 2017 – 2022.

As part of the municipality's consultative process on the Draft IDP and Budget 2021/22, the municipality will be embarking on a public participation process during April 2021. During this consultative process, members of the community and interested and affected parties will have an opportunity to submit input/s into the Draft IDP and Budget 2021/22. The schedule of public participation is attached hereto as **ANNEXURE B**.

The following processes were followed in accordance with the process plan:

DATE	ACTION(S)
August 2020	Approval of IDP/Budget/SDF Process Plan and Time Schedule.
September – November 2020	Online public participation meetings were held in all 22 wards, explaining the processes to be followed for the Fourth Review of the Fourth Generation IDP. Feedback was provided on the implementation of priorities listed by the wards. The priorities in the basic needs assessment were presented and the communities were given time for additional inputs. Ward plan update meetings were held in November 2020 with all 22 wards with the respective ward committees and Ward Councillors.
December 2020 – February 2021	Compilation of Draft IDP document in collaboration with all Directorates. Administration prepared the Draft IDP in finalising the chapters of the document. Administration prepared the Draft Budget. Administration prepared the draft Top Layer SDBIP. Provincial TIME held to support the Fourth Generation IDP.
March – April 2021	Mayco and Council to consider the draft IDP and Budget. SDF/IDP/BUDGET public meetings to be held in all 22 wards. Sector engagements to be held to determine the needs in Stellenbosch Municipal Area and exploring potential partnerships in addressing these needs. Closing date for submission on draft IDP, Budget and SDF (April 2021). Inputs received from the SDF/IDP/BUDGET meetings - collated and distributed to the Directorates for consideration.
May – June 2021	Capital Planning Forum (CPF) – to consider inputs received from SDF/IDP/BUDGET meetings. Consultation and refinement of SDF, IDP and Budget documents. Approval of Final SDF, IDP, Budget, Tariffs and Budget related policies. Submit approved IDP to Provincial Government. Approval of Top Layer SDBIP by the Executive Mayor within 28 days after adoption of the IDP and Budget.

6.2. Financial Implications

The IDP and the Budget has been aligned, taking into account ward priorities and public needs identified through the public participation engagements outlined above.

6.3. Legal Implications

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

Section 34 of the MSA prescribes that the Municipal Council: –

“(a) must review its Integrated Development Plan-

(i) annually in accordance with an assessment of its performance measurements in terms of section 41; and

(ii) to the extent that changing circumstances so demand”.

6.4. Staff Implications

This report has no additional staff implications to the Municipality.

6.5. Previous / Relevant Council Resolutions:

The adoption by Council of the First, Second and Third Review of the Fourth Generation Integrated Development Plan 2017 - 2022.

6.6. Risk Implications

This report has no risk implications for the Municipality.

ANNEXURES

Annexure A: The Draft Fourth Review of the Fourth IDP 2017 – 2022(**under separate cover**).

Annexure B: Draft Public Participation Schedule, April 2021.

NAME	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	10 March 2021

ANNEXURE B



ONLINE PUBLIC PARTICIPATION MEETING SCHEDULE: 08 – 21 April 2021

The Stellenbosch Municipality encourages participatory democracy and invites all members of the public, in accordance with the approved Integrated Development Plan (IDP) Process Plan, to participate in the planning process for the review of the Integrated Development Plan for the 2021/22 financial year.

Due to the health and safety concerns of the Covid-19 pandemic, members of the community are requested, where possible, to attend the meetings **online** through one of the links which will be made available on the municipal website and not to attend the physical meeting.

Members of the community and other interested and affected parties are encouraged to attend the **online public participation meeting** for their ward/area, as scheduled below. The links to the online public participation meetings will be made available on the municipality's website and on its social media platforms.

Members of the community who may not have access to data and or a device, to attend the online public participation meeting, are encouraged to attend a venue closest to their place of residence. Unfortunately, due to the Covid-19 regulations, only 50% of the capacity of a hall may be used. Members of the community are therefore required to indicate their interest to attend the meeting at one of the venues (as indicated below) by reserving their place. To reserve a place at a venue, please email the municipality at idp@stellenbosch.gov.za.

ONLINE PUBLIC PARTICIPATION SCHEDULE: APRIL 2021

DATE AND TIME	WARDS	WARD COUNCILLORS	VENUE	Allowable venue capacity	TIMES
Thursday, 08 April 2021	1	Clr Aldridge Frazenburg	Groendal Community Hall	100 people	18:30 – 20:30
	2	Clr Wilhelmina Petersen	La Motte Community Hall	100 people	18:30 – 20:30
Monday, 12 April 2021	3	Clr Charles Manuel	Wemmershoek Community Hall	70 people	18:30 – 20:30
	4	Clr Malcolm Johnson	Priel Community Hall	50 people	18:30 – 20:30
			Kylemore Community Hall	90 people	18:30 – 20:30
Tuesday, 13 April 2021	5	Clr Donovan Joubert	Gratitude Park, Ida's Valley (Kreefgat Park) (Alternative venue, Ida's Valley sport ground)	50 people	18:30 – 20:30
	6	Clr Nateshia Mcombring	Ida's Valley market (alternative venue, Ida's Valley sports ground)	50 People	18:30 – 20:30
Wednesday, 14 April 2021	7, 8, 9, 10, 11 and 22	Clr Alwyn Hanekom Clr Quintin Smit Clr Zelda Dalling Clr Rozette Du Toit Clr Johannie Serdyn Clr Esther Groenewald	Stellenbosch Town Hall	100 people	18:30 – 20:30
Thursday, 15 April 2021	12	Clr Nokuthula Managa-Gugushe	Kayamandi Legacy Hall	90 people	18:00 -20:00
	15	Clr Nosibulele Sinkinya			
	13	Clr Faith Bangani-Menziwa	Kayamandi Corridor	40 People Inside 80 people outside	18:00 – 20:00
	14	Clr Phelisa Sitshoti	Kayamandi Community Hall	50 People	18:00 – 20:00
Monday, 19 April 2021	16	Clr Elsabe Vermeulen	Eikestad Hall	30 People	18:30 – 20:30
	17	Clr Paul Biscombe			
Tuesday, 20 April 2021	18	Clr Emily Fredericks	Klapmuts Multipurpose Centre	90 People	18:30 – 20:30
	19	Clr Jan Karel Hendriks	Bottelary Tennis Club	60 People	18:30 – 20:30
Wednesday, 21 April 2021	20	Clr Ansaaf Crombie	Vlottenburg Methodist Church	50 People	18:30 – 20:30
	21	Clr Rikus Badenhorst	Jamestown clubhouse	20 People	18:30 – 20:30

Geraldine Mettler
Municipal Manager

6.2	MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK 2021/2022-2023/2024
-----	--

Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

24 March 2021

1. SUBJECT: MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK 2021/2022-2023/2024

2. PURPOSE

The purpose of this report is as follows:

- a) The Executive Mayor to table the Medium Term Revenue and Expenditure Framework (inclusive of property rates charges and taxes, tariffs and service charges), annexures and proposed amendments to the budget related policies and other policies to Council for approval in terms of Section 16(2) of the Municipal Finance Management Act, (Act 56 of 2003).
- b) That Council specifically note and consider the need to take up external loans to fund critically needed refurbishment of infrastructure to the amount of R370 million of which over the MTREF R130 million will be required in year one, R120 million in year two and R120 million in year three (refer to Section G: High Level Budget Overview and Table A1 Budget Summary) and confirms draft approval of same in order for the Chief Financial Officer to attend to the necessary legislative requirements.

3. DELEGATED AUTHORITY

FOR APPROVAL BY MUNICIPAL COUNCIL

EXECUTIVE SUMMARY

BUDGET

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

4. RECOMMENDATIONS

- (a) that the Draft High Level Budget Summary, as set out in **APPENDIX 1 – PART 1 – SECTION C**; be approved for public release;
- (b) that the Draft Annual Budget Tables as prescribed by the Budgeting and Reporting Regulations, as set out in **APPENDIX 1 – PART 1 – SECTION D**, be approved for public release;
- (c) that the proposed Grants-In-Aid allocations as set out in **APPENDIX 1 – PART 2 – SECTION J**, be approved for public release;
- (d) that the three year Capital Budget for 2021/2022, 2022/2023 and 2023/2024, as set out in **APPENDIX 1 – PART 2 – SECTION N**, be approved for public release;
- (e) that the proposed draft rates on properties in WCO24, tariffs, tariff structures and service charges for water, electricity, refuse, sewerage and other municipal services, as set out in **APPENDIX 3**, be approved for public release;

-
- (f) that the proposed amendments to existing budget related policies and other policies as set out in **APPENDICES 4 - 31**, be approved for public release;
 - (g) that Council specifically note and consider the need to take up an external loan, needed for investment in income generating infrastructure to the amount of R370 million of which R130 million will be required in year one, R120 million in year two and R120 million in year three (refer to Section G: High Level Budget Overview and Table A1 Budget Summary) and confirm approval of same;
 - (h) that Council specifically take note of the fact that the proposed electricity charges and tariff structure is subject to NERSA approval that could change materially; and
 - (i) that Council takes note of MFMA circulars 107 and 108 that was published to guide the MTREF for 2021/2022 to 2023/2024 as set out in **APPENDICES 32 – 33**.

5. DISCUSSION / CONTENTS

5.1 Background/ Legislative Framework

Section 16 of the MFMA states that:

- (1) The council of a municipality must for each financial year approve an annual budget for the municipality before the start of that financial year.
- (2) In order for a municipality to comply with subsection (1), the mayor of the municipality must table the annual budget at a council meeting at least 90 days before the start of the budget year.

Furthermore, section 17 of the MFMA states that:

- (1) An annual budget of a municipality must be a schedule in the prescribed format-
 - a) setting out realistically anticipated revenue for the budget year from each revenue source;
 - b) appropriating expenditure for the budget year under the different votes of the municipality;
 - c) setting out indicative revenue per revenue source and projected expenditure by vote for the two financial years following the budget year;
 - d) setting out-
 - i. estimated revenue and expenditure by vote for the current year;
 - ii. actual revenue and expenditure by vote for the financial year preceding the current year.

6.2 Discussion

This year has had many challenges, the two main challenges being the COVID -19 pandemic that has claimed many lives and on the other hand the weak economy, that has become weaker as a result of the aforementioned pandemic. This resulted in an increase in unemployment, a high budget deficit and rapidly growing public debt. The pandemic is estimated to have caused a 7.2 per cent reduction in GDP growth during 2020. The projected GDP growth for 2021 is 3.3 per cent reducing to an average of 1.9 per cent in 2022 and 2023. GDP is only expected to recover to pre-pandemic levels in 2023. The outlook remains highly uncertain, and the economic effects of the pandemic have far fetching results. It is important to note that although the growth rates are likely to improve, with removal of restrictions, based on current projections, the output is only expected to return to pre-pandemic levels, hopefully by 2024.

Stats SA figures reflects the impact of the pandemic on our economy on a national level as follow:

-
- Income generated by the food and beverages industry **decreased** by **36,6%** in November 2020 compared with November 2019.
 - Total income for the tourist accommodation industry **decreased** by **65,5%** in November 2020 compared with November 2019.
 - Income from accommodation **decreased** by **66,8%** year-on-year in November 2020.
 - SA electricity generation **decreased** by **2,4%** year-on-year in November 2020. Whilst, generation only increased by 0,5% in November 2020 compared with October 2020.
 - Manufacturing production (including food and beverages), **decreased** by **3,5%** in November 2020 compared with November 2019.
 - The real value of recorded building plans **decreased** by **40,8%** year-on-year during January to October 2020. The real value of buildings completed **decreased** by **49,9%** over the same period.

The aforementioned are just some of the national points which reflects directly on our own economy and how it has been affected.

The 2020 Medium Term Budget Policy Statement (MTBPS) sets the course for fiscal consolidation and economic recovery as follow:

- Intend to run primary surpluses on the main budget by 2025/26 by constraining non-interest spending growth;
- shift spending from consumption to investment. Over the MTREF period, the fastest-growing item, other than debt service costs, is spending on capital goods, i.e. investment, which is projected to grow at 7.8 per cent a year; and
- allocate resources for the Economic Reconstruction and Recovery Programme.

However, to achieve a faster recovery, characterised by growing investment in job creation, requires broader structural change. Government's economic reforms aims to remove barriers to growth, lower cost of doing business, and bolster confidence and investment. The economic recovery plan focuses on high impact reforms, namely, speeding up the expansion of electricity generation, creating jobs, rolling out infrastructure aligned with the National Development Plan, amongst others.

Government's recovery plans places emphasis on raising the economy's long-term growth rate; structural reforms that will lower the barriers to faster, inclusive growth by improving access to reliable electricity, water and sanitation services; enabling digital services that are cost-effective; promoting green economy and supporting industries with high employment potential such as agriculture and tourism. As a result of these circumstances, the 2021 Budget strikes a difficult balance between providing immediate support for the economy and shoring up the country's public finances. Medium-term fiscal policy focuses on extending temporary support in response to COVID-19, narrowing the budget deficit, stabilising debt and exercising continued restraint in non-interest expenditure growth, while improving the composition of expenditure.

The 2021 Budget Review supports economic recovery through immediate fiscal support and medium-term fiscal reforms. The government's budget of 2021 meets urgent pandemic-related spending pressures, such as procuring COVID-19 vaccines, expanding the public employment initiative, and continuing social and economic relief measures. Over the next MTREF period municipalities will have to adjust to significant changes in expenditure plans while improving accountability. Transfers that focuses on infrastructure, service delivery and COVID-19 spending are protected in the 2021 Budget. The aforementioned budget also includes funding for initiatives to improve municipal revenue collection and support financially distressed municipalities.

Municipalities must exercise caution when preparing their 2021/2022 MTREF budgets. It is advised that municipalities follow a conservative approach when projecting revenue and to eliminate waste and unnecessary expenditure. It is imperative that municipalities should ensure the following, namely, that budgets they adopt are realistic and funded, that debts owned are collected and that their creditors are paid within 30 days of receipt of invoice. Legislation governing local planning and budgeting places emphasis on community participation in decision-making. The partnerships between municipalities and its stakeholders relies on the households and businesses recognising the value of, and paying for, municipal services. Therefore, the sustainability of the municipality will heavily depend on how they collect and spent their own revenues.

The 2021 Budget is framed by the two policy objectives set out in the 2020 Medium Term Budget Policy Statement (MTBPS), namely, promoting economic recovery and returning the public finances to a sustainable position. The budget addresses urgent economic needs while targeting long-term structural shortcomings and boosting infrastructure spending. It provides continued support to the economy and public health in the short term without adding to long-term spending pressures. Capital spending is the fastest-growing component of non-interest spending. A series of economic and fiscal measures are outlined in the 2021 budget, that will be implemented to move the economy onto a new trajectory and reduce the long-term risks to South Africa's public finances. The central economic policy goal of the government, is to accelerate inclusive growth and create jobs. The main objective is to ensure sustainable finances by containing the budget deficit and stabilising public debt. The Constitution requires the national budget and related budget processes to promote values such as transparency, accountability, as well as effective management of the economy to these requirements in a difficult environment in which economic growth remains weak, public debt and debt service costs have accelerated, and governance and operational concerns are manifest across the public sector. The 2021 Budget confronts these challenges by addressing the central risks of the economy and its public finances, supporting growth-enhancing reforms and maintaining real growth in expenditure on social and economic priorities.

The President of South Africa, in his State of the Nation Address (SONA), on 11th February 2021 conceded that unemployment remains a national challenge and that job creation remains at the center of the national agenda of 2021. During the SONA the President indicated that as a result of the relief measures that were implemented and the phased reopening of the economy, it is expected that a strong recovery in employment will be seen by the end of the year. The overriding priorities of 2021 are to defeat the COVID-19 pandemic, accelerate economic recovery, implement economic reforms to create sustainable jobs and drive inclusive growth, and fight corruption and strengthen the State.

The following focus areas were also highlighted, amongst others, during the State Of Nation Address:

- Safety and Security;
- Fight against corruption;
- State-owned Enterprises (SOE's);
- Agriculture and related initiatives
- Small Business Development;
- Digital Migration;
- Energy generation, transmission and distribution;
- Water Sector;
- Socio-economic support; and
- Job creation through employment stimulus.

Government's central economic policy priority remains to promote faster, job-creating growth. Various programmes and initiatives will be established and the existing one's improved upon to ensure effective implementation of the strategic priorities.

As a means to combat unemployment, the municipality will employ the following measures:

- Full participation in the Expanded Public Works Programme;
- Providing support to small businesses, which will create employment in the medium to long term;
- Establishment of Informal Traders;
- Promoting Internships and in-service training opportunities;
- Filling of critical vacancies within the municipality; and
- Developing partnerships with academic institutions for training opportunities.

The Western Cape Premier in his State of the Province address, on 17th February 2021, reiterated the following sentiments highlighted during the State of the Nation Address, including but not limited to, the challenges that are faced, the recovery plans and initiatives that were implemented to address these challenges with regards to the COVID-19 pandemic, economic growth recovery initiatives, unemployment, especially the youth, education, building of safer communities, sustainable infrastructure development, implementation of related initiatives, provision of housing (dignified living), finding alternative energy sources to assist and reduce the strain on the electrical grid and provision of services to the poor households. The Premier stated that the COVID-19 pandemic will continue to be the biggest challenge because in essence we are not just facing a health crisis. This pandemic has led to job crisis, humanitarian crisis and a dignity crisis and as a result of this government commits to continue fighting for the economy and for job creation.

The Premiers' speech focused, amongst others, on the following areas:

- Health: Comprehensive response plan designed as a result of the COVID-19 pandemic. This is a 5 part plan which will focus on the continuance of prevention behavior, rapidly up scaling testing for identification of COVID-19 cases, retain core field hospital capacity, making additional acute care capacity available in the Western Cape hospitals, and lastly to ensure there is sufficient PPE, staff and oxygen.
- Recovery plan which encapsulates various economic recovery interventions. The Community Economic Recovery Project is one of the successes of this plan.
- Economy: Creation of jobs through the private sector. Government's role is to support the economy and create an environment where the private sector will thrive.
- Infrastructure-led growth: Invest in infrastructure to stimulate economic growth, by building a portfolio of investment projects that can attract private finance where appropriate.
- Reliable and working public transport system.
- "Blue-dot taxi services to ensure safe and efficient taxi network.
- Energy and resilience: Finding alternative means to generate electricity for the province and alleviate the strain on the electrical grid, where the ultimate goal is to beat loadshedding. The province is making progress in achieving this goal through the launching of the Municipal Energy Resilience Project, which will assist municipalities in taking the necessary steps to generate, procure and sell their own electricity. The DEDAT, in partnership with Department of Local Government and Provincial Treasury, has undertaken an assessment process with all the municipalities to determine their readiness for and select those that can be the initial

drivers of new energy opportunities. Stellenbosch Municipality has taken the lead in launching the first step of the project.

- Advancement i.t.o Agricultural technology and maintaining a competitive edge in this regard.
- Tourism and recovery of this sector.
- Safety: The province has a safety plan, the biggest in the country, in place with various safety initiatives which focuses on youth development, increasing boots on the ground and reducing violence, to build a safer environment for all.
- Education: Implement initiatives to improve quality of education and access to educational system. Looking at the demands on the education system, the province will continue to embrace innovation and the new, future digital world.
- Housing: Remains a priority for residents to have access to basic services, such as, clean running water, access to sanitation and proper shelter, which is safe and close to economic opportunities.

During his Statement of the Province Address the Premier highlighted the importance of finding ways to manage the pandemic and the impact thereof on the economy, minimise unemployment by creating an environment that encourages job creation, through investment and growth and creating an environment which raises the quality of education and prepares generations for a digital future. The Premier mentioned the successes achieved through the implementation of various initiatives with focus on job creation, improvement of education and creation of an environment which encourages expanding social services through partnership with private partners, building of partnerships to foster safer communities, investments in new initiatives and maintenance of existing transport infrastructure and implementation of various youth development programmes which in return will boost employment opportunities. All of the above focus areas are important; however, the basis of all of this is economic growth and job creation. In essence little else is possible if there is no growth or job opportunities.

Implementation of a revised capacity building initiative, aligned to Back to Basics strategy, where the main focus will be on improving service delivery, accountability and financial management. It is always important that local government be effective and efficient, and this will be measured by its ability to perform the basic mandate of service delivery. The “Back to Basics” programme was launched to promote good governance and effective administration through cutting wastage, spending public funds prudently, hiring competent staff, and ensuring transparency and accountability in local government.

Provincial treasury reiterated most of the challenges and focus areas highlighted in the Premier’s State of the Province address, the SONA and the 2021 Budget Review. Provincial Treasury highlighted that recovery efforts will fail unless structural constraints, including energy, infrastructure and competitiveness, are urgently addressed. Electricity remains a binding constraint on economic recovery, with power interruptions expected to continue in 2021. Job creation is one of the top priorities of the economic recovery plan that will guide policy action over the MTREF period, along with new infrastructure investment and large-scale public employment programmes.

National Treasury encourages municipalities to maintain tariff increases and adopt a tariff setting methodology at levels that reflects an appropriate balance between the affordability to poorer households and other customers, while ensuring the financial sustainability of the municipality. Municipalities must ensure that their budgets are funded from realistically anticipated revenues. This means that the municipality must refrain from assuming collection rates that are unrealistic and unattainable. Cost reflective tariff setting is a requirement of Section 74 (2) of the Municipal Systems Act, 2000 (Act No.32 of 2000, wherein it states that tariffs “must reflect the cost reasonably associated with rendering the service”. The municipalities must therefore generate sufficient revenue to fully recover their costs, deliver services to customers sustainably and invest in the infrastructure that promises local economic development.

The municipality must first assess the budget, before the tariff setting process, to determine whether it is effective and efficient and must ensure that it is credible for financial sustainability. In sum, the cost considered when setting a cost reflective tariff must include day-to-day operations and maintenance costs, capital financing cost and provision for bad debt, which are collectively referred to as direct costs, and governance and administration costs referred to as indirect costs.

Tariff increases by Eskom and Water Boards is above inflation and should be considered as such while determining cost reflective tariffs. In the instance of bulk tariff increases for electricity, municipalities are encouraged to apply for electricity tariff increases that reflect the total cost of providing the service, to ensure that they are working towards achieving fully cost-reflective tariffs that will assist them to achieve financial sustainability. Municipalities should consider the following facts during the tariff setting process, namely, the costs of bulk purchases and the fluctuation in the seasonal cost thereof; the consumption patterns to enable better demand planning and management; and in the event that municipalities have been under recovering costs, embark on a process to correct their tariff structures over a reasonable time period so that cost reflective tariffs are achieved, which in turn will result in financial sustainability.

Local government confronts tough fiscal choices in the face of financial and institutional problems that result in service-delivery breakdowns and unpaid bills. Municipalities can offset these trends by improving their own revenue collections, working more efficiently and implementing cost-containment measures. In order to maintain a funded budget, municipalities need to not only focus on tariff increases, but also focus on how to eliminate expenditure that is unnecessary. Cost Containment Regulations were issued on 07 June 2019. The implementation of cost containment measures are important as it will assist municipalities to reprioritise expenditure and to free up resources targeted towards service delivery. It will also be used to eliminate wastage of public resources on non-service delivery items. The main object of the regulations is to ensure that the resources of municipalities are used in an effective, efficient and economical manner.

As a result of the COVID-19 pandemic, the economic landscape, weak tariff setting and increases in key cost drivers to provide basic municipal services, municipalities are under pressure to generate additional revenue. Additional revenue need to be generated because the consumer's ability to pay for services received, continues to decline, which in turn leads to limited revenue collection. The effects of slow growth and economic challenges experienced these past years coupled with the COVID pandemic since 2020, continues to place pressure on the finances of the average consumer (levels of disposable income and savings). This typically results in greater difficulty for the municipality with regards to the revenue collection, which have a direct impact on the municipality's ability to provide effective and efficient services, but also to budget accurately for service delivery over the short to medium term. It is as a result of above challenges, alongside continued unemployment and slow growth that a more conservative approach is advised for revenue projections.

Municipalities are required to consider the following during the compilation of the 2021/2022 MTREF budgets:

- Improving the effectiveness of revenue management processes and procedures;
- Cost containment measures to, amongst other things, control unnecessary spending on nice-to-have items and non-essential activities as highlighted in the Municipal Cost Containment Regulation read with MFMA Circular No.82;
- Ensuring value for money through the procurement process;
- The affordability of providing free basic services to all households;
- Not taking on unfunded mandates; and
- Curbing consumption of water and electricity by the indigents to ensure that they do not exceed their allocation.

The aforementioned were taken into account during the compilation of the municipality's budget.

The application of sound financial management principles for the compilation of the Stellenbosch's financial plan is essential and critical to ensure that the municipality remains financially viable and that municipal services are provided sustainably, economically and equitably to all communities. As a result of excellent financial discipline, the Stellenbosch Municipality has taken the theme of "Driving efficiencies- doing more with less", to heart. The municipality's business and service delivery priorities were reviewed as part of this year's planning, through the Integrated Development Plan (IDP), and the annual budget process.

Funds were shifted from low to high priority programmes so as to maintain sound financial stewardship. A critical review was also undertaken on non-core and 'nice to have' items with regards to expenditure. The municipality has embarked on developing a revenue enhancement strategy to optimize revenue, including the collection of debt owed by consumers. Furthermore, the municipality has undertaken various customer care initiatives to ensure the municipality truly involves all citizens in the process of ensuring a people lead government.

The main challenges experienced during the compilation of the 2021/2022 MTREF can be summarized as follows:

- The on-going difficulties in the national and local economy;
- COVID pandemic and the impact thereof on financial sustainability and the economy;
- Aging infrastructure;
- The need to reprioritise projects and expenditure within the existing resource envelope;
- The increased cost of bulk water and electricity, which is placing upward pressure on service tariffs to residents. Continuous high tariff increases are not sustainable - as there will be point where services will no-longer be affordable;
- Attracting economic investment;
- Water Conservation;
- Electricity/ Load shedding;
- Borrowing for multi-year capital projects and refinancing of existing loans;
- Reductions in allocations of some of the National and Provincial grants due to a worsening fiscal outlook;
- Limited resources to deal with all key priorities; and the
- 2021 Local Government Elections (transitional processes and hand-over reports for the newly elected councils);
- Slowdown in new developments;
- Decline in reserves available to fund capital programmes.

Local government elections are scheduled to take place during 2021. Circular 107 of the MFMA highlights the following four risks that should be managed. Firstly, if elections take place after the start of the new financial year the outgoing council will be responsible to approve tariffs for the 2021/2022 financial year and newly elected council will implement it, secondly the outgoing council must ensure that they comply with the timeframes for the approval of the budget, thirdly the outgoing council should ensure that the budget is funded, and not prepare a "election friendly" budget that with unrealistically low tariffs and over-ambitious capital expenditure programme. Lastly municipalities must ensure that the public and stakeholder consultation processes are adhered to as required by the relevant legislature. The municipality's financial sustainability should be protected at all times in the build-up to the elections. Sound decision-making is of utmost

importance to ensure long-term sustainability of municipal finances and service delivery long after the election period is completed.

The following budget principles and guidelines directly informed the compilation of the 2021/2022 MTREF:

- Integrated Development Plan was used to inform the measurable objectives, targets and backlog eradication goals;
- Tariff and property rate increases should be as affordable as possible and should ideally not exceed inflation as measured by the CPI, except where there are price increases in the inputs of services that are beyond the control of the municipality. However, tariffs need to remain or move towards being cost reflective, and should take into account the need to address infrastructure backlogs;
- National, provincial and local priorities;
- Headline inflation forecasts; and
- Funding choices and modelling.

The Integrated Development Plan (IDP) were used as a guiding strategic document to inform the budget compilation. The challenge however is still to deliver services more efficiently and effectively with the tight financial envelope.

Stellenbosch municipality's revenue strategy was based on the following fundamentals, namely, tariff policies of the municipality, economic outlook and development for Stellenbosch and surrounding areas, National Treasury's guidelines and macroeconomic policy, National, Provincial and Regional fiscal growth rates and electricity tariffs as approved by National Electricity Regulator of South Africa (NERSA).

The financial resources to fund the Operational Budget will and must consist of realistically anticipated revenue generated from property taxes, service charges and other income. The municipality were mindful of the estimated headline inflation for 2021/2022 of between 3% to 6% forming the basis of the extensive income modelling exercise, but also taking into account the principles of economical services that are cost reflective, trading services generating surpluses, the effect of escalating salary costs and bulk purchases. Inflation is forecast to fluctuate around 4.1% over the medium term in line with moderating inflation expectations.

The national budget focuses on fiscal consolidation. This means that we as municipalities must ensure that we do not borrow beyond our ability to repay and we do not spend money we do not have, until we ignite growth and generate revenue, we have to be tough on ourselves.

The total budget quantum for the 2021/2022 year is R2 321 115 390 of which R1 996 416 243 (86%), is allocated to the operating budget and R324 699 147 (14%) to capital investment.

Budget documentation in line with the budget and reporting regulations is attached as **APPENDIX 1 – PART 1**. The report serves as an overview of the budget as a whole, budget assumptions used to compile the budget, funding sources used to fund the capital budget, different income categories to fund priorities of the municipalities, as well as the different expenditure items, including non-cash items.

DRAFT CAPITAL BUDGET 2021/2022 – 2023/2024

The draft capital budget is infrastructure orientated and addresses the huge backlog and urgent need to upgrade/refurbish Council's infrastructure as addressed by the different master plans. It is directed by the IDP (Integrated Development Plan) and the needs of the community. It's also aligned to the strategic priority in the State of the Nation Address

of Infrastructure investment and the “back to basics” approach. Council’s attention is however drawn to the fact that not all needs identified by the community can realistically be funded by the municipality. Critical and committed programmes/projects were the focal point for the capital budget.

The main capital projects that the municipality will be investing in, which constitute more than 75% of the capital budget, include:

- Water Pipe Replacement
- Bulk Water Supply Pipeline & Reservoir – Jamestown
- Water Conservation & Demand Management
- Bulk water supply Klapmuts
- New Reservoir Rosendal
- Bulk water supply pipe and Reservoir: Kayamandi
- New Reservoir & Pipeline: Vlottenburg
- Franschhoek Sewer Network Upgrade
- Upgrade of WWTW Wemmershoek
- Bulk Sewer Outfall: Jamestown
- Upgrade of WWTW: Pniel & Decommissioning Of Franschhoek
- Laterra Sub-Station
- Integrated National Electrification Programme (Enkanini)
- Watergang Farm Upgrading
- Upgrading of The Steps/Orlean Lounge
- Kayamandi: Zone O (±711 services)
- Longlands Development
- Bridge Rehabilitation

The detailed draft capital budgets for 2021/2022, 2022/2023 and 2023/2024 are attached as **APPENDIX 1**.

DRAFT OPERATING BUDGET 2021/2022 – 2023/2024

The basis of the operating budget is aligned to the principle of total potential income (less income forgone as an expense where applicable) from all our services as well as a projection of total direct income. The extent, to which tariffs and levies are proposed to increase, is in the main influenced by:

- The increase in bulk purchases (water and electricity)
- Employee related costs, as per SALGBC wage agreement
- Councillor remuneration, as per SALGA upper limits
- Service delivery challenges
- Repairs and maintenance
- Operational projects impacting job creation and economic development
- Contractual commitments
- Day to day operational costs (fuel & oil, telephones, bank costs, etc)
- Finance costs, influenced by level of borrowing

Taking all of these issues into consideration and to ensure the sustainability of our operations from realistically anticipated income flows, the following tariff and property tax increases are proposed for 2021/2022:

Electricity	15.49%
Sanitation	6%
Refuse removal	12%
Water	5.5%
Rates	-17.17%

Taking cognisance of the plight of the poor and the affordability of basic services, the scale up to 18 kl of water was increased by only 5.5% and usage over 18 kl (18 000 litres) for domestic consumers increases in proportion to consumption.

The impact of the proposed tariff increases on the monthly services account for the various consumer categories is summarized in **APPENDIX 2**.

HIGH LEVEL CAPITAL AND OPERATING BUDGET FOR 2021/2022 – 2023/2024

The draft high level budget depicting the total budget is attached as **APPENDIX 1 – PART 1 – SECTION C**.

TARIFFS

Council's attention is further drawn to the fact that the Tariff List attached as **APPENDIX 3** includes Sundry Tariffs as a basket of services and charges, i.e. Land Use Management Fees, Development contributions, Technical Charges, etc. In this regard, the proposed tariff list must be consulted for the detail.

BUDGET RELATED POLICIES & BY-LAWS

A summary of changes to budget related policies is attached as **APPENDIX 4**

The following budget related policies are new:

Wayleave Policy (**Appendix 5**)

The following budget related policies and by-laws were revised:

Rates Policy (**Appendix 6**)

Indigent Policy (**Appendix 7**)

Special Ratings By-law (**Appendix 8**)

Rates By-law (**Appendix 9**)

Credit Control and Debt Collection Policy (**Appendix 10**)

Irrecoverable Debt Policy (**Appendix 11**)

Petty Cash Policy (**Appendix 12**)

Travel and Subsistency Policy (**Appendix 13**)

Cost Containment Policy (**Appendix 14**)

Cash Management and Investment Policy (**Appendix 15**)

Ward Allocation Policy (**Appendix 16**)

Supply Chain Management Policy (**Appendix 17**)

Development Charges Policy (**Appendix 18**)

Grants-In-Aid Policy (**Appendix 19**)

Accounting Policy (**Appendix 20**)

Asset Management Policy (**Appendix 21**)

Unchanged Policies

Special Ratings Area Policy (**Appendix 22**)

Tariff Policy (**Appendix 23**)

Tariff By-law (**Appendix 24**)

Virementation Policy (**Appendix 25**)

Budget Implementation and Monitoring Policy (**Appendix 26**)

Borrowing, Funds and Reserves Policy (**Appendix 27**)

Financing of External Bodies performing municipal functions Policy (**Appendix 28**)

Liquidity Policy (**Appendix 29**)

Inventory Management Policy (**Appendix 30**)

Preferential Procurement Policy (**Appendix 31**)

OTHER SUPPORTING DOCUMENTATION

The additional information as prescribed by the budget and reporting regulations are attached as **APPENDIX 1 – PART 2 – SECTION P**.

6.2 Financial Implications

Financial impact already discussed above.

6.3 External Loan for 2021/2022

That Council specifically note and consider the need to take up external loans to fund critically needed refurbishment of infrastructure to the amount of R 370 million of which over the MTREF R130 million will be required in year one, R120 million in year two and R120 million in year three (refer to Section G: High Level Budget Overview and Table A1 Budget Summary).

6.4 Legal Implications

The item at my disposal is compliant with the relevant legislative framework.

6.5 Staff Implications

None

6.6 Previous / Relevant Council Resolutions:**6.7 Risk Implications**

None

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

Noted

6.8.2 Director: Planning and Development Services

Noted

6.8.3 Director: Community and Protection Services:

Noted

6.8.4 Director: Corporate Services:

Noted

6.8.5 Chief Financial Officer:

Noted

6.8.6 Municipal Manager:

Noted

ANNEXERUS WILL BE DISTRIBUTED UNDER SEPARATE COVER

FOR FURTHER DETAILS CONTACT:

NAME	KEVIN CAROLUS
POSITION	DIRECTOR: FINANCIAL SERVICES
DIRECTORATE	FINANCIAL SERVICES
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E-MAIL ADDRESS	kevin.carolus@ Stellenbosch.gov.za
REPORT DATE	24& 30 March 2021

DIRECTOR: FINANCIAL SERVICES

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 R BADENHORST)
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NONE

7.2	CORPORATE SERVICES: (PC: CLLR AR FRAZENBURG)
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7.2.1	PROPOSED LEASE AGREEMENT: FRANSCHHOEK BOWLING CLUB: ERF 2885, FRANSCHHOEK
-------	--

Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

24 March 2021

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

2. PURPOSE

To obtain Council's approval for entering into a lease agreement with the Franschhoek Bowling Club.

3. DELEGATED AUTHORITY

The Executive Mayor, in consultation with the Executive Mayoral Committee can consider the application under delegated authority.

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 current Property Management Policy, allow for a process whereby Council can dispose without the prescribed, competitive process, subject to Council's intention so to lease the property being advertised for public inputs, before making a final decision. Council delegated the decision for the approval of lease agreements for a period of less than 10 years and with a property value of less than 10 million to the Executive Mayor in consultation with the Executive Mayoral Committee.

The old agreements was kept alive on a month to month basis as long as the rent was paid. The club now requests a renewal, but given that the agreement has officially terminated a new agreement will have to be entered into.

The item served before Mayco in September 2020 and was referred back to enable council to deal with the sport Council establishment and to obtain more information from the club. The item is now resubmitted. The Executive Mayor has also in the meantime requested the Municipal Manager to provide a full categorisation report on properties by

December 2021 and in the case of the Tennis club resolved that a month to month contract be concluded until the report has served before council and council could make a determination on the different categories of council properties. The constitution of the club is attached as **APPENDIX 3**. An email from the chairperson providing information on the membership and their activities within the community is attached as **APPENDIX 4**.

5. RECOMMENDATIONS

- (a) that Erf 2885, Franschoek be identified as land not needed for own use during the period for which such rights are to be granted, as provided for in Regulation 36 of the Asset Transfer Regulations; and
- (b) that the Executive Mayor in consultation with the Executive Mayoral Committee consider the application.

6. DISCUSSION / CONTENTS

6. Background

6.1.1 Initial Lease Agreement

Franschoek Bowling Club and Franschoek Municipality concluded a Lease Agreement in 1993 for a period of 9 years and 11 month, which contract was renewed for a further period of 9 years and 11 months. The contract subsequently lapsed in 2013 (**APPENDIX 2**).

6.1.2 Attempt to renew lease agreement

Over the past 6 years various attempts were made to either renew the Lease Agreement none of these attempts, however, were successful, as the SCM Policy (at the time) did not allow for a process of renewal without following a public competitive process.

After the appointment of the Director Corporate Services in 2017 all the lease agreements were inspected and the department was requested to get an indication from the lessee's if they are interested to continue with the leases. We only received feedback in 2020.

6.1.3 Application to renew Lease Agreements

Hereto attached as **APPENDIX 1** a self-explanatory letter received from the Franschoek Bowling Club, requesting the renewal of the Lease Agreement for a further period of 9 year and 11 months.

6.2 Discussion

6.2.1 Location and context

6.2.1.3 Franschoek Bowling Club

The Franschoek Bowling Club is situated on erf 2885, Franschoek, as indicated on Fig 1 and 2, below.

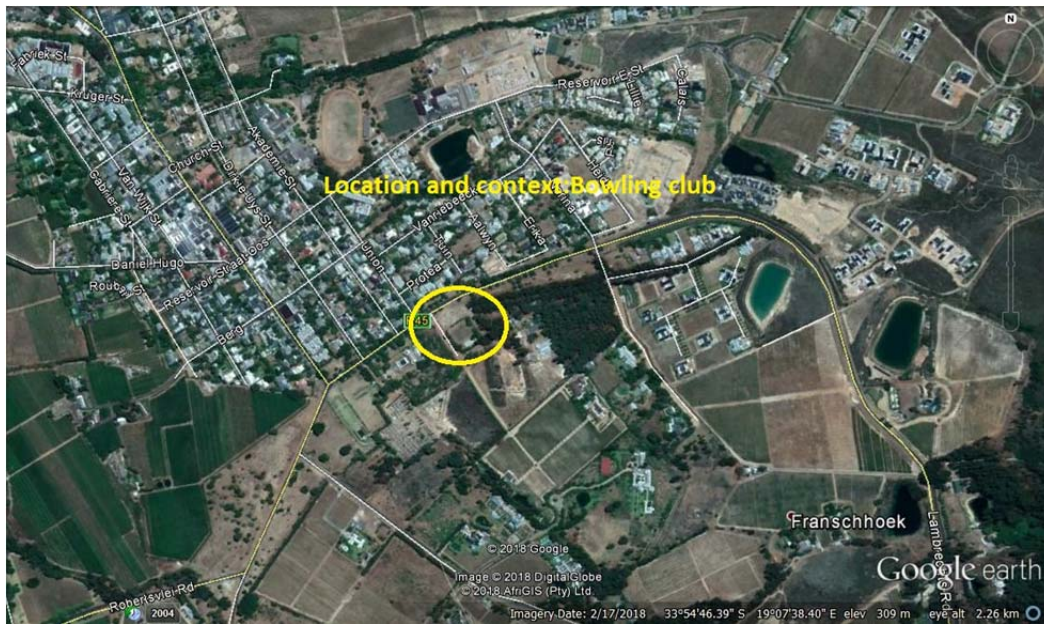


Fig 1: Location and context



Fig 2 Extent of property

6.2.2 Legal requirements

6.2.2.1 Asset Transfer Regulation

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

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

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

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

None of the assets has a value in excess of R10M.

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

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

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

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

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

6.2.2.2 Policy on the Management of Council owned property

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

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

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

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

Seeing that the Bowling Club is a sporting body, and seeing that they are responsible for the upkeep of the grounds, and taking into account the high prices in

Franschhoek, it is recommended that they be responsible for 10% of market rental, to be determined by an independent valuer.

6.3 **Financial Implications**

Council will receive rental income from the lease. The council policy provide that sport facilities may be leased to clubs at a percentage of market related rental.

6.4 **Legal Implications**

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

6.5 **Staff Implications**

This report has no staff implications to the Municipality.

6.6 **Previous / Relevant Council Resolutions:**

The initial contract was not considered by this council.

6.7 **Risk Implications**

The risks has been addressed in the item.

6.8 **Comments from Senior Management:**

6.8.1 **Municipal Manager:**

That the bowling club be granted a similar lease as the tennis club until the categorisation report on council properties have been finalised.

No other comments received

ANNEXURES:

APPENDIX 1: Application

APPENDIX 2: Old rental agreement

APPENDIX 3: CONSTITUTION OF THE CLUB

APPENDIX 4: Email

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	2022 – 03 - 08

APPENDIX 1



Franschoek Rolbal Klub

Lambrechts str

Franschoek

7690

Aan wie dit mag gaan:

Hiermee wil ons as Franschoek Rolbalklub ons huur kontrak met die Stellenbosch Munisipaliteit net weer vir die volgende bepaalde tydperk hernieu.

Die Rolbal klub bied vir Franschoekers `n uitstekende geleentheid om `n sport binne hulle gemeenskap te kan beoefen.

Ons as Rolbal klub sal graag wil vra dat die huur wat gehou word, minimaal gehou word omdat die instandhouding van die veld en gebou deur die klub befonds word.

By voorbaat dank

Gerrit vd Walt

Voorsitter

APPENDIX 2

HUUROOREENKOMS

tussen

MUNISIPALITEIT STELLENBOSCH

en

FRANSCHHOEKSE ROLBALKLUB

VERHUUR VAN GEDEELTE VAN

ERF 23, FRANSCHHOEK

Handwritten signature and initials in the bottom right corner of the page.

OOREENKOMS VAN VERHUUR aangeaan deur en tussen

DIE MUNISIPALITEIT VAN STELLENBOSCH

hierin verteenwoordig deur PETRUS DU PLESSIS SMIT in sy hoedanigheid as Direkteur: Korporatiewe Dienste, behoorlik daartoe gemagtig om namens en ten behoeve van die Raad van die genoemde Munisipaliteit (hierna genoem die "verhuurder") aan die een kant en

DIE FRANSCHHOEK ROLBALKLUB

hierin verteenwoordig deur JAN KOTTER in sy hoedanigheid as VOORSITTER en handelende as sulks namens en ten behoeve van genoemde Klub (hierna genoem die "huurder") aan die ander kant.

NADEMAAL die huurder 'n aansoek gerig het aan die verhuurder vir die huur van die stuk grond (hierna genoem "die grond") "A" aangetoon op die aangehegte plan gemerk aanhangsel "A" vir 'n tydperk van 9 jaar en 11 maande vir die doel om 'n rolbalbaan aan te lê en bypassende geboue op te rig.

EN NADEMAAL die verhuurder toegestem het om die gesegde grond aan die huurder te verhuur.

NOU DERHALWE WORD HIERMEE OOREENGEKOM:

dat die verhuurder, ingevolge die magtiging aan hom verleen by die Kaapse Munisipale Ordonnansie, nr. 20 van 1974, soos gewysig, hiermee toestem om te verhuur en die huurder hiermee toestem om te huur die gesegde grond op die volgende voorwaardes:

1. Die huur sal vir 'n tydperk van 9 jaar en 11 maande wees gereken vanaf 01 Oktober 2003.
2. Die huurder sal aan die verhuurder 'n huurgeld van Eenhonderd en twintig Rand (R120.00) per jaar ten opsigte van die grond betaal, welke huurgeld jaarliks vooruitbetaalbaar sal wees teen nie later as 30 Oktober van elke jaar. Die huurgeld sal jaarliks teen 10% eskaleer.
3. Hierdie huur sal in alle opsigte onderhewig wees aan die bepalings van die Kaapse Munisipale Ordonnansie, nr 20 van 1974, soos gewysig.
4. Hierdie huur sal onderworpe wees aan alle serwitute en voorwaardes, indien enige, wat bindend op die Raad is ten opsigte van die grond.
5. Die grond en sodanige geboue en ander strukture wat bestaan of wat ooreenkomstig die bepalings van hierdie ooreenkoms opgerig mag word sal gebruik word slegs vir die genoemde doel. Die Raad sal die reg hê om die gebruik van die grond, geboue en strukture te beperk gedurende sodanige ure en vir sodanige doeleindes as wat hy dit raadsaam mag ag.
6. Die huurder sal nie sy regte onder hierdie ooreenkoms oormak nie of 'n gedeelte van of die hele stuk grond onderverhuur nie, uitgesondered met die vooraf skriftelike toestemming van die verhuurder gegee onder die handtekening van die Munisipale Bestuurder.

[Handwritten signatures]

7. Die huurder sal nie enige geboue en/of strukture op die grond oprig, of laat oprig nie, sonder die vooraf skriftelike toestemming van die verhuurder gegee onder die handtekening van die Munisipale Bestuurder, of enige verbeterings of toevoegings aanbring aan enige geboue of strukture wat bestaan of wat opgerig mag word ooreenkomstig die bepalinge van hierdie ooreenkoms nie of enige aansienlike afwykings of veranderings aan die grond aanbring nie, sonder die vooraf skriftelike toestemming van die verhuurder gegee onder die handtekening van die Munisipale Bestuurder.
8. Toegang tot die grond deur die huurder of persone wat dit gebruik met sy magtiging sal slegs langs sodanige paaie en ingange of op sodanige punte wees as waartoe skriftelik ooreengekom mag word deur die verhuurder en huurder.
9. Die huurder sal nie enige omheinings, geboue en/of strukture wat op die grond is of hierna opgerig mag word gebruik of toelaat om gebruik te word vir die vertoning van kennisgewings of advertensies van enige beskrywing hoegenaamd nie.
10. Geen bome wat op die grond groei sal afgekap of mee ingemeng word nie sonder die vooraf skriftelike toestemming van die verhuurder gegee onder die handtekening van die Munisipale Bestuurder.
11. Die huurder sal te alle tye verantwoordelik wees vir die bewaring van goeie orde, gedrag of beheer op die grond en binne enige geboue en/of strukture daarop en sal nie toelaat dat dit besoek word deur persone van slegte reputasie of karakter nie.
12. Die huurder sal nie enige grond, klei, gruis, sand of ander materie op of onder die oppervlakte van die grond verwyder of laat verwyder of toelaat om te verwyder nie, sonder die vooraf skriftelike toestemming van die verhuurder gegee onder die handtekening van die Munisipale Bestuurder.
13. Die huurder onderneem om te alle tye die grond en alle geboue, omheinings en strukture daarop in 'n goeie toestand te hou en om dit geskik te hou vir die doel van die huur, daar die doel van hierdie huur is om deur middel van die klub by te voeg tot die aantreklikhede van die omgewing.
14. Die verhuurder mag te alle tye deur sy amptenare en werknemers op die grond of enige geboue of strukture daarop opgerig betree en dit ondersoek en mag 'n opname neem van alle gebreke of sake wat herstel vereis waarvoor die huurder verantwoordelik is soos hierin bepaal en binne 14 dae na ontvangs van 'n skriftelike kennisgewing van die Munisipale Bestuurder waarin hy versoek word om dit te doen moet die huurder alle gebreke of sake wat herstel vereis herstel en indien die huurder versuim om dit te doen mag die verhuurder die grond, geboue en strukture betree en sodanige gebreke herstel en die bogenoemde herstelwerk uitvoer en die koste van die huurder verhaal.
15. Die verhuurder behou die reg voor van vrye toegang, sonder kennisgewing, tot die grond vir soveel van sy amptenare en werknemers as wat nodig mag wees vir die doeleindes van inspeksie, instandhouding, hernuwing, skoonmaak, herstel en herbou van, of in verband met vuil dreineringswerke, waterpype, vloedwatervore, elektriese kables of enige ander bybehorende werke of ten opsigte van enige sodanige of ander munisipale dienste wat die verhuurder in die toekoms in of oor die grond mag lê en die verhuurder behou die reg voor om sodanige dienste sonder kennisgewing daar te stel. Die huurder sal nie oor sodanige dienste bou of dit verander of op enige wyse dit versteur nie, tensy met die uitdruklike skriftelike toestemming van die Ingenieur of sy uitvoerende amptenaar ten opsigte van die betrokke diens en met behoorlike voldoening aan enige uitdruklike voorsorgmaatreëls. Indien enige werk wat instandhouding, opruiming,

- konstruksie, rekonstruksie of herstel meebring, nodig word, moet die verhuurder tydens die uitvoer van sodanige werk so min moontlik ongerief aan die huurder veroorsaak, inagnemende die aard van die werk en die verhuurder sal die versteurde grond so na aan die oorspronklike toestand as redelik moontlik herstel, met dien verstande dat die verhuurder nie aanspreeklik sal wees vir enige skade hoegenaamd wat opgedoem mag word deur die huurder as gevolg van die uitvoering deur die verhuurder van genoemde werke nie.
16. Indien die huurder ontbind of ophou om te bestaan op enige tydstip binne die tydperk van genoemde 9 jaar en 11 maande sal hierdie huurkontrak nietig word. In hierdie geval of by verstryking van hierdie huur sal die grond, geboue en strukture en enige verbeterings daarop aangebring deur die huurder, terugval na en berus by die verhuurder sonder betaling van enige vergoeding hoegenaamd of indien die verhuurder verkies mag die huurder toegelaat word om sodanige geboue en/of strukture wat deur die huurder uit sy eie fondse op die grond ooreenkomstig hierdie ooreenkoms opgerig mag gewees het, te verwyder.
 17. Die huurder, onderneem om vir die duur van hierdie huur die geboue en strukture wat opgerig mag word op die grond ooreenkomstig hierdie ooreenkoms teen skade of verlies deur brand te verseker vir sodanige bedrag of bedrae as wat die verhuurder van tyd tot tyd mag vereis en die huurder moet sodanige versekeringspolis aan die verhuurder sedgeer en die jaarlikse hernuwingskwitansies aan die Munisipale Bestuurder voor of op die vervaldatum elke jaar stuur.
 18. Die huurder kom ooreen met die verhuurder dat die huurder die huurgeld soos hierbo vermeld sal betaal en onderneem ook om getrou elke voorwaarde van hierdie ooreenkoms na te kom en uit te voer en in geval die huurgeld nie binne 30 dae vanaf die datum waarop dit verskuldig word betaal is nie, of die gesegde grond, omheinings, geboue en strukture voornoem nie in 'n behoorlike toestand van herstel en 'n goeie toestand van herstel gehou word nie, of ingeval enige of almal van die voorwaardes van hierdie ooreenkoms nie nagekom en uitgevoer word ooreenkomstig die ware doel en betekenis daarvan nie, sal die verhuurder geregtig wees om die huurkontrak te kasselleer en nietig te laat verklaar en om die grond, omheinings, geboue en strukture voornoem en enige ander verbeterings daaraan of daarop aangebring weer te betree en in besit te neem, sonder betaling van enige vergoeding vir enige verbeterings aangebring deur die huurder en sonder benadeling van die reg om enige verskuldigde huurgeld in te vorder en om van die huurder sodanige bedrag ten opsigte van verlies of skade as wat gely mag gewees het te verhaal of uitgawes wat die verhuurder sal moet aangaan as gevolg van die versuim van die huurder om die voorwaardes van die ooreenkoms na te kom en uit te voer.
 19. Die huurder sal by die beëindiging van hierdie huur die gesegde grond, geboue en strukture en verbeterings daarop vir die verhuurder in 'n bevredigende toestand tergugee en oorhandig.
 20. Die huurder onderneem dat hy die elektrisiteitsvoorsieningsvoorraad wat hy nodig het vir die beligting van sy geboue en grond en die watervoorraad vir sodanige geboue en grond van die Raad deur meters sal neem. Enige kostes daaraan verbond word deur die huurgeld gedek soos bepaal word in klousule 2.
 21. Die huurder onderneem hierby om die verhuurder te vrywaar en gevrywaar te hou teen alle gedinge, stappe, eise en vorderings, koste, skadevergoeding en uitgawes wat heff, gebring of gemaak mag word teen die verhuurder of wat die verhuurder

mag betaal, opdoen of aangaan as gevolg van enige nalatige handeling aan die kant van die huurder, sy werknemers of persone wat onder sy beheer handel.

Die huurder stel hierby onherroeplik vir alle doeleindes van en in verband met hierdie huur Hugeneteweg 32, Franschhoek, 7690 om die domicilium citandi et executandi van die huurder te wees en die diening van enige kennisgewing of enige geding op genoemde plek gerig aan die huurder sal beskou word as voldoende gedien te gewees het op die huurder. Enige regsgedinge teen die huurder mag na gelang die verhuurder mag verkies, aanhangig gemaak en gevoer word in die hof van die magistraat te Paarl en toestemming tot enige vermeerde jurisdiksie benodig vir daardie doel word hierby deur die huurder gegee. Vir die doel van enige regsgeding teen of in verband met die huurder sal die President beskou word om in alle opsigte die wettige verteenwoordigers van die huurders te wees, en mag dienooreenkomstig gedagvaar of vervolgd word. Die huurder sal gebind word deur alle gedinge wat teen hulle ingestel mag word as sy verteenwoordigers, agente, bediendes of lisensiehouers.

23. Nieteenstaande enige bepaling in hierdie ooreenkoms vervat mag die verhuurder herbesit neem van die hele of enige gedeelte van die grond te eniger tyd nadat drie maande skriftelike kennisgewing te dien effekte gegee is indien dit benodig word vir enige munisipale of regeringsdoeleindes en mag die huur dienooreenkomstig gekanselleer of gewysig word. In enige van hierdie gevalle mag die verhuurder aan die huurder, nadat onversteurde besit van die grond aan die verhuurder gegee is vergoeding betaal vir verbeterings aangebring op die grond deur die huurder, met dien verstande dat indien slegs 'n gedeelte van die grond weer in besit geneem word en dit is van so 'n grootte dat die orige gedeelte volgens die mening van die huurder nie van volgoende grootte is vir die doeleindes waarvoor die grond verhuur is nie, sal die huurder die opsie hê om die huur te kanselleer en om vergoeding te eis ten opsigte van die verbeterings aangebring op die orige deel van die grond. Die vergoeding ooreenkomstig hierdie voorwaardes sal betaalbaar wees slegs vir verbeterings aangebring deur die huurder uit sy eie fondse en nie vir verbeterings aangebring uit fondse voorsien deur die verhuurder nie en slegs vir verbeterings wat werklik bestaan op die tydstip waarop die huur gekanselleer of gewysig is. Die verhuurder behou die reg voor om in sy absolute diskresie te besluit vir welke verbeterings hy vergoeding sal betaal ooreenkomstig hierdie voorwaardes en geen vergoeding sal in enige geval betaalbaar wees nie tensy die huurder binne 1 maand na voltooiing van sodanige verbeterings 'n gewaarmerkte staat wat aantoon die werklike kapitale koste daarvan by die verhuurder ingehandig het nie. Die verhuurder sal geregtig wees, indien hy verkies, om die huurder se boeke te inspekteer ten einde die staat te verifieer. Vergoeding ooreenkomstig hierdie voorwaardes, indien betaal sal volgens die volgende formule bereken word:

CX

Y

waar C gelykstaan aan die kapitale koste van die verbeterings, X aan die getal kalendermaande tussen die datum van herbesitname deur die verhuurder ooreenkomstig hierdie voorwaarde en die verstryking van die tydperk waarna verwys word in klousule 1 hiervan en Y gelykstaan aan die kalendermaande

tussen die datum van voltooiing van die verbeterings en verstryking van die tydperk waarna verwys word in klousule 1 hiervan.

24. Die verhuurder sal ter eniger tyd die reg hê, deur middel van die Direkteur: Finansiële Dienste om insae te hê in die boeke, rekenings, rekords, ens gehou deur die huurder en die huurder sal jaarliks finansiële state voorlê aan die Direkteur: Finansiële Dienste.
25. Die huurder mag nie die grond wat hierby verhuur word, onredelik van ander persone of organisasie weerhou of tot nadeel van ander persone of organisasies gebruik nie.

 \$

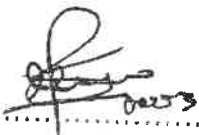
ALDUS GEDOEN EN GETEKEN TE STELLENBOSCH OP HIERDIE

9 de DAG VAN Oktober 2003

GETUIES

1. 

2. 





namens VERHUURDER


ALDUS GEDOEN EN GETEKEN TE FRANSCHHOEK OP HIERDIE

6 DAG VAN Oktober 2003

GETUIES

1. 

2. 



namens HUURDER

APPENDIX 3

FRANSCHHOEK ROLBALKLUB/BOWLING CLUB

GRONDWET/CONSTITUTION

**1. NAAM
NAME**

Die naam van die klub is FRANSCHHOEK ROLBALKLUB, hierna genoem die Klub.

The name of the club is FRANSCHHOEK BOWLING CLUB, hereafter called the Club.

**2. DOELSTELLING
MISSION**

Die doelstelling van die Klub is om geriewe daar te stel en in stand te hou vir die speel van rolbal deur sy lede en om deur die reël van klubwedstryde en toernooie, die spel in die algemeen te bevorder.

The Mission of the Club is the provision and upkeep of facilities for the playing of bowls by its members and by organizing club competitions and tournaments to promote the game of bowls in general.

**3. HOOFKWARTIER
HEADQUARTERS**

Die hoofkwartier van die Klub is die klubgebou te Lamprechtstraat Franschhoek.

The headquarters of the Club is the club building in Lambrechts Street, Franschhoek.

**4. AFFILIASIE
AFFILIATION**

Die Klub affilieer met Boland Rolbal/Bowls (BRB), deur BRB met Bowls South Africa (BSA) of enige ander gesaghebbende liggaam wat die spel van tyd tot tyd in die gebied beheer.

The Club affiliates to Boland Rolbal/Bowls (BRB), through BRB to Bowls South Africa or any other authoritative body which from time to time may be in control of the game in the area.

**5. KLEURE
COLOURS**

Die kleure van die Klub is soos hieronder uiteengesit en mag slegs deur 'n wysiging van die grondwet verander word.

The Club colours are as described below and may only be changed by an amendment to the constitution.

5.1 Donkergroen en geel.

Dark green and yellow.

- 5.2 Sakwapen: afdruk van Hugenote monument met die woorde “Franschhoek Rolbal – Bowls” daarop.

Badge: replica of Huguenot monument with the words “Franschhoek Rolbal – Bowls” thereon.

- 5.3 Kleurbaadjie: Donkergroen.

Blazer: Dark green.

- 5.4 Trui (Dames): Donkergroen.

Jersey (Ladies): Dark Green.

- 5.5 Hoedband: Donkergroen met smal geel horisontale strepe bo en onder. Die woord “Franschhoek” in geel daarop aangebring.

Hat Band: Dark green with thin horizontal stripes above and below. The word “Franschhoek” in yellow thereon.

6. LIDMAATSKAP MEMBERSHIP

- 6.1 Klassifikasie van lede:

Classification of members:

- 6.1.1 Gewone lede

Ordinary members

- 6.1.2 Nie-spelende lede

Non-playing members

- 6.1.3 Buitelede

Country members

- 6.2 Omskrywing van lidmaatskap

Definition of membership

- 6.2.1 Gewone lede: is persone wat om lidmaatskap van die Klub aansoek gedoen het en deur die Bestuurskomitee goedgekeur is. Aansoeke moet op die standaard aansoekvorm ingedien word, tesame met ‘n klaringsertifikaat van al die klubs waar hy/sy lid is. Hierdie aansoeke moet deur twee lede van die Klub voorgestel en gesekondeer word. Hierdie lede het volle voorregte in die beheer van die Klub. Indien ‘n persoon nie as lid aanvaar word nie, is die Bestuurskomitee nie verplig om redes te verstrek nie.

Ordinary members: are persons who have applied to become members of the Club and who have been accepted by the Management Committee. Applications are to be handed in on the standard application form together with clearance certificates of all the clubs to which he/she belongs. These applications must be proposed and seconded by two members of the Club.

These members have full privileges in the control of the Club. Should a person not be accepted, the Management Committee is not obliged to provide any reasons for such non-acceptance.

- 6.2.2 Nie-spelende lede: is persone wat nie rolbal wil of kan speel nie, maar wel betrokke wil wees by die Klub se sosiale aktiwiteite en funksies. Hulle kan in die Bestuurskomitee of subkomitees dien.

Non-playing members: are persons who do not or cannot play bowls, but who would like to be involved with the Club's social activities and functions. They may serve in the Management Committee or sub-committees.

- 6.2.3 Buitelede: is persone wat volle lidmaatskap van 'n ander klub het, maar lidmaatskap van hierdie Klub as 'n sekondêre klub verlang. Hierdie lede geniet alle voorregte en mag op subkomitees dien. Hulle mag egter nie op die Bestuurskomitee dien nie. Hulle mag ook nie aan klubkampioenskappe deelneem nie en mag nie die Klub verteenwoordig in amptelike kompetisies op distriksvlak of hoër nie.

Country members: are persons with full membership at another club, but would like secondary membership of this Club. These members enjoy all privileges and may serve on sub-committees. They may however not be elected onto the Management Committee. They may not partake in any Club Championships and may not represent the Club in any official competitions on district or higher level.

7. TOETREDINGSGELDE ENTRANCE FEES

Die toetreegelde, wat deur nuwe lede betaalbaar is, sal by die Algemene Jaarvergadering vasgestel word. Nuutverkose lede wat vantevore aan die Klub behoort het, en hul lidmaatskap binne 24 maande hernu, word vrygestel van toetreegelde.

The entrance fees, payable by new members, will be decided upon at the Annual General Meeting. New members, who did belong to the club previously and renew their membership within 24 months, will not again pay an entrance fee.

8. LEDEGELDE MEMBERSHIP FEES

- 8.1 Ledegeld per speelseisoen sal by die Algemene Jaarvergadering vasgestel word.

Membership fees for the playing season will be decided upon at the Annual General Meeting.

- 8.2 Besoekersfooie sal deur die Bestuurskomitee bepaal word.

Visitors fees will be determined by the Management Committee.

- 8.3 Buitelede sal verminderde ledegelde betaal soos by die Algemene Jaarvergadering vasgestel.

Country members will pay lower membership fees, as determined at the Annual General Meeting.

- 8.4 Alle ledegelde is betaalbaar aan die begin van Julie, maar nie later as 30 September nie. Nuwe lede wat na 30 September lede word, betaal ledegeld op 'n pro-rata maandbasis tot die naaste tien rand. Vir berekeningsdoeleindes word die speelseisoen as tien maande beskou. 'n Gedeelte van 'n maand word as 'n volle maand beskou.

All membership fees are payable at the beginning of July, but no later than 30 September. Persons who become members after 30 September will pay membership fees on a pro-rata basis to the nearest ten rand. For calculating purposes the playing season is taken as ten months. Portion of a month is taken as a whole month.

- 8.5 Lede wat op 1 Oktober nog nie hul ledegeld betaal het nie sal nie toegelaat word om deel te neem aan Klub, BRB en BSA kompetisies of aan sosiale spel nie. Lede wie se ledegeld op 31 Desember nog uitstaande is staan gevaar om hul lidmaatskap van die Klub te verloor.

Members who have not paid their membership fees by 1 October will not be allowed to play any competitions at the Club, BRB and BSA. They will also not be permitted to partake in social bowls. Members whose membership fees are still outstanding by 1 December run the risk of losing membership of the Club

- 8.6 Baanfooie word van tyd tot tyd deur die Bestuurskomitee bepaal.

Greenfees are determined by the Management Committee, from time to time.

- 8.7 Alle spelende lede sal verplig wees om BRB en BSA affiliasiegelde te betaal voor 30 September jaarliks.

All playing members will be obliged to pay affiliation fees to BRB and BSA before 30 September every year.

9. BEDANKING VAN LEDE RESIGNATION OF MEMBERS

Lede wat wil bedank moet hul bedanking skriftelik by die sekretaris indien. In gevalle waar lede versuim om hierdie verpligting na te kom, sal die Bestuurskomitee na goeie dinge optree.

Members who wish to resign must hand in their resignation in writing. In cases where members fail to do this, the Management Committee will act as they see fit.

10. SKORSING EN/OF BEËNDIGING VAN LIDMAATSKAP SUSPENSION AND/OR TERMINATION OF MEMBERSHIP

'n Lid wat die gesag van die Bestuurskomitee minag of deur woord of daad of andersins die goeie naam van die Klub in diskrediet bring, se lidmaatskap kan deur die Bestuurskomitee beëindig word. In so 'n geval word die ekwivalent van 'n gewone meerderheid van die volle Bestuursliggaam vereis.

A member who disregards the authority of the Management Committee or who, by word or deed brings the name of the Club into disrepute, may have their membership terminated by the Management Committee. In such a case an ordinary majority of the Management Committee will be necessary.

Enige lid wie se lidmaatskap op hierdie wyse in gedrang kom, sal die geleentheid hê om sy/haar saak voor die Bestuurskomitee te stel voordat die Bestuurskomitee 'n besluit neem.

As die betrokke lid teen die besluit van die Bestuurskomitee wil appelleer, moet hy/sy skriftelik aansoek doen, deur die Klub, by die BRB. Indien enige gelde betaalbaar is, sal die lid daarvoor aanspreeklik wees.

Any member whose membership is implicated in this way will be allowed to state their case before the Management Committee before a Management Committee decision is taken. Should the member want to appeal against the decision it must be done in writing through the Club to BRB. Should any money need to be paid, it will be for the account of the member.

11. **AMPSDRAERS OFFICE BEARERS**

Die bestuur van die Klub word behartig deur 'n komitee wat by die Algemene Jaarvergadering gekies word en uit die volgende lede sal bestaan:

The management of the Club will be managed by a committee elected at the Annual General Meeting and will consist of the following members:

- President/President
- Vise-president/Vice-president
- Sekretaris/Secretary
- * Tesourier/Treasurer
- * Baanopsigter/Greenkeeper
- * Kompetisiesekretaris/Competition Secretary
- * Ontwikkelingsbeampte/Development Officer
- Addisionele manslid/Additional men's member
- Addisionele dameslid/Additional ladies' member

'n Ampsdraer bokant "*" kan gelyktydig een van die ampte gemerk "*" beklee. In sulke gevalle sal die Bestuurskomitee met verdere addisionele lede (mans of dames) aangevul word tot nege lede.

An Office Bearer above "*" may simultaneously fill a position marked "*". In such cases the Management Committee will be increased to nine members by nominating additional members.

Geen persoon behalwe die sekretaris mag vir langer as 2 jaar in 'n amp aanbly nie,.

No person other than the secretary may occupy a position for more than 2 years.

12. **PLIGTE VAN BESTUURSKOMITEE DUTIES OF MANAGEMENT COMMITTEE**

Die Bestuurskomitee, soos in 11 saamgestel, het die volgende bevoegdhede:

The Management Committee, as compiled in 11 above, has the following powers:

- 12.1 Uitgawes ten behoeve van die Klub aan te gaan en handelinge te verrig wat in belang van die Klub geag word, mits sodanige handelinge nie in stryd met enige bepaling van hierdie grondwet is nie.

To incur expenses on behalf of the Club and take actions in the interest of the Club, as long as such actions are not in contradiction to any of the provisions of this constitution.

- 12.2 Alle aangeleenthede wat op die Klub betrekking het te behartig (insluitend tugmaatreëls teen persone wat die reëls van die Klub verbreek), vakatures wat tydens 'n dienstermyn in die Bestuurskomitee mag ontstaan by wyse van koöptering te vul, subkomitees aan te stel, 'n ouditeur aan te stel, sodanige pligte aan spesifieke persone uit sy geledere op te dra as wat nodig is, die toelating van lede te beheer, met ander rolbalkklubs namens die Klub te onderhandel, mits sodanige handeling nie in stryd met enige bepaling van hierdie grondwet is nie. In die besonder word die volgende take opgelê:

To manage all matters pertaining to the Club (including disciplinary matters against persons who transgress Club rules), to fill vacancies which may arise in the Management Committee during the year, by co-opting people onto the committee, appoint sub-committees, appoint an auditor, entrust duties to various persons as necessary, the control of admittance of membership, communicate with other bowling clubs on behalf of the Club, provided such communication is not in conflict with the constitution of the Club. In particular the following tasks are relevant:

- (a) Die beheer van klubwedstryde en georganiseerde of enige spel op die Klub se baan.
The control of club competitions and organized or any game on the Club green.
- (b) Die heffing van inskrywingsgelde vir klubwedstryde.
The levying of entry fees for club competitions.
- (c) Die oplê van spesiale heffings op lede waar besondere omstandighede dit vereis.
The determining of special levies on members where special circumstances apply.
- (d) Die bepaling van die verantwoordelikhede van lede ten opsigte van kleredrag en hul verpligtinge in verband met die gebruik van die Klub se geriewe en toerusting.
Determining the responsibilities of members in respect of dress and their responsibilities regarding the use of the Club facilities.
- (e) Die algemene beheer van die Klub se bedrywighede.
The general control of the Club's activities.
- (f) Om beamptes en bediendes in diens te neem of te ontslaan en hul besoldiging te bepaal.
To employ/discharge of officials or servants and determining the remuneration.
- (g) Om 'n persoon aan te stel met volmag om namens die Klub geregtelike stappe te doen of as verdediger op te tree.
To appoint a person with full powers to represent the Club and take the necessary legal steps or take action according to law.

- (h) Om toe te sien dat die klubhuis en alle losgoed van die Klub teen skade verseker word.

To see that the club house and everything else on the premises is insured against damage or loss.

- (i) Om toe te sien dat die reëls, soos neergelê deur die BRB en BSA, nagekom word.

To see that the rules, as laid down by BRB and BSA, are adhered to.

- (k) Uitbreiding van die Klub se ledetal en die algemene beskendstelling en bevordering van die spel Rolbal onder die algemene publiek.

Improving the membership numbers and the general promotion of the game of Bowls amongst the general public.

13. KEURKOMITEE SELECTION COMMITTEE

'n Keurkomitee bestaande uit drie lede, waarvan een 'n lid van die bestuurskomitee moet wees, word deur die lede tydens die Algemene Jaarvergadering gekies. Die komitee sal verantwoordelik wees vir die keuring van spelers wat aan verteenwoordigende spel moet deelneem.

A Selection Committee of three members, of whom one must be a member of the management committee is to be elected by members during the Annual General Meeting. This committee will take responsibility for the selection of players who are to partake in representative games.

14. PLIGTE VAN AMPSDRAERS DUTIES OF OFFICE BEARERS

- 14.1 President: Die President tree op as hoof van die Klub. Hy belê alle Algemene Jaarvergaderings, Spesiale Algemene Vergaderings en Bestuurskomiteevergaderings. Hy is ex officio lid van alle subkomitees. Hy sal jaarliks 'n verslag oor die Klub se bedrywighede aan die Algemene Jaarvergadering voorlê.

President: The President acts as the head of the Club. He will arrange all Annual General Meetings, Special General Meetings and Management Committee Meetings. He is ex officio member of all sub-committees. He will annually present a report regarding the activities of the club to the Annual General Meeting.

- 14.2 Vise-president: In die afwesigheid van die President sal die vise-president waarneem en die President se pligte oorneem. Die komitee sal gesamentlik sameroeper wees van alle funksies en sake (mans en dames) van die Klub.

Vice-president: In the absence of the President the vice-president will take over all the responsibilities of the President. The committee will jointly be convener of all functions and matters (men and ladies) of the Club.

- 14.3 Sekretaris: Die sekretaris moet:
Secretary: The Secretary must:

- (a) 'n Volledige ledelys byhou.

- (b) Keep an up to date list of members.
 'n Presensielys en notule van alle verrigtinge van alle Algemene Jaarvergaderings, Spesiale Algemene Vergaderings en Bestuurskomiteevergaderings hou.

Attendance register of people present and minutes of all Annual General Meetings, Special General Meetings and Management Committee Meetings.

- (c) Toesien dat alle notules in (b) genoem by die eersvolgende betrokke vergadering goedgekeur en deur die President onderteken word.

See that all minutes referred to in (b) are presented at the following meeting of its kind and accepted and signed by the President.

- (d) Op versoek van die President, of sy plaasvervanger, alle vergaderings belê en toesien dat behoorlike skriftelike kennis in dié verband aan lede gegee word. Sulke kennisgewings moet vergesel word van 'n agenda van sake wat aandag moet geniet.

By request of the President, or his replacement, call all meetings and see that proper written notice is given to members. Such notice to be accompanied by an agenda of matters to be discussed.

- (e) 'n Behoorlike rekord hou van alle wedstryde wat onder die beskerming van die BRB op die Klub se bane gespeel word en die Bestuurskomitee op hoogte daarvan hou.

Keep a proper record of all competitions that take place under the auspices of the BRB and are played on our greens and keep the Management Committee informed thereof.

- (f) Spesiale register hou van alle klubkampioenskapkompetisies en alle bekere wat deur die Klub gewen word.

Keep a special register of all club championships and all cups that are won by the Club.

- (g) Toesien dat alle kennisgewings op die kennisgewingbord gesit word.

See that all notices are posted on the notice board.

- (h) Alle korrespondensie van die Klub behartig.

Handle all Club correspondence.

- (i) Alles in belang van die Klub, soos deur die Bestuurskomitee besluit word, onder die aandag van die lede te bring.

Bring to the attention of all member any decisions of interest taken by the Management Committee.

- (j) 'n Behoorlike inventaris van die Klub se besittings te hou.

Keep a proper inventory of all the possessions of the Club.

- 14.4 Tesourier: Die tesourier moet:
 Treasurer: The treasurer must:

- (a) Ledegelde, wedstrydgelde, besoekersfooie en alle geld wat aan die Klub geskenk word of die Klub andersins toekom, in ontvangs neem en kwitansies daarvoor uitreik.
Receive and issue receipts of all membership fees, competition entry fees, visitor's fees and any money donated or accruing to the Club.
- (b) Behoorlik boekhou van die Klub se geldelike transaksies.
Keep proper record of the monetary matters of the Club.
- (c) Alle gelde wat ontvang word gereeld deponeer by 'n geregistreerde handelsbank of 'n beleggingsmaatskappy wat deur die Bestuurskomitee aangewys word.
Deposit all monies received, on a regular basis, at a registered commercial bank or investment company as decided by the Management Committee.
- (d) Jaarliks 'n geouditeerde balansstaat asook 'n staat van inkomstes en uitgawes aan die Algemene Jaarvergadering voorlê.
Present to the Annual General Meeting an audited Balance Sheet and Income and Expense Statement.
- (e) Verseker dat uitgawes wat aangegaan word vereffen word. Bedrae, groter as 'n bedrag wat deur die Bestuurskomitee bepaal word, moet eers deur die Bestuurskomitee gemagtig word voor uitbetaling geskied.
Ensure that expenses incurred are paid. Amounts, larger than an amount determined by the Management Committee, have to be approved by the Management Committee before payment.
- (f) Alle tjeks moet deur die tesourier geteken en mede onderteken word deur die President of vise-president.
All cheques are to be signed by the treasurer and co-signed by the President or vice-president.
- (g) Rekeninge jaarliks aan lede stuur wanneer ledegeld betaalbaar is.
Send invoices to members when membership fees are payable.

14.5 Baanopsigter: Sal verantwoordelik wees vir die volgende:

Greenkeeper: Will be responsible for the following:

- (a) Die instandhouding van die baan.
The maintenance of the green.
- (b) Die beheer oor die opening en sluiting van die bane vir die doel van verbetering en instandhouding daarvan en algemene beheer van die spel daarop.
The control regarding opening and closing of the green for the purpose of improving and maintaining the green and general control of the playing thereon.

- (c) Die hys en stryk van die vlag.
The hoisting and lowering of the flag.
- (d) Die aanwysing van bane.
The allocation of rinks.
- (e) Die versorging van die Klub se toerusting.
The maintenance of Club equipment.
- (f) Die aanbring van paaltjies en nommers op die baan volgens regulasie.
To see that all markers and numbers on the green are according to regulation.
- (g) Klagtes i.v.m. die toestand van die baan onder die aandag van die Bestuurskomitee bring.
To bring to the attention of the Management Committee any complaints regarding the condition of the green.

14.6 Ontwikkelingsbeampte:
Development Officer:

- (a) Sal die bekendstelling, bevordering en uitbreiding van die spel Rolbal op alle terreine en tussen alle geslagte en ouderdomsgroepe behartig.
Will be in charge of the introduction and promotion of the game of Bowls in all areas and between all sexes and age groups.
- (b) Sal verantwoordelik wees vir die werwing van nuwe lede.
Will be responsible for the recruitment of new members.

**15. FINANSIËLE AANSPREEKLIKHEID VAN LEDE
FINANCIAL RESPONSIBILITIES OF MEMBERS**

Die finansiële aanspreeklikheid van lede is beperk tot ledegeld, BRB en BSA affiliasiegelde, wedstrydgeld, boetes en heffings opgelê kragtens Artikel 12.2(b) en (c) tot aan die einde van die speelseisoen waarin hy/sy ophou om lid te wees.

The financial responsibility of members is limited to membership fees, BRB and BSA affiliation fees, competition fees, fines and levies according to article 12.2.(b) and (c) to the end of the playing season wherein he/she ceases to be a member.

**16. ALGEMENE JAARVERGADERING
ANNUAL GENERAL MEETING**

'n Algemene Jaarvergadering word gehou, nie later as die eerste week in Julie van elke jaar nie. Skriftelike kennisgewing van sulke vergaderings moet aan lede gestuur word, minstens veertien dae voor die datum waarop sodanige vergadering gehou word.

An Annual General Meeting is to be held, no later than the first week in July of every year. Written notice of such meeting to be sent to members at least fourteen days before the date on which the meeting is to be held.

**17. SPESIALE ALGEMENE VERGADERINGS
SPECIAL GENERAL MEETINGS**

Word belê deur die President te eniger tyd op skriftelike versoek van nie minder nie as tien gewone lede, of op versoek van die Bestuurskomitee. Kennisgewings vir sulke vergaderings moet aan elke lid gegee word en die nodige kennisgewing moet op die kennisgewingbord aangebring word minstens veertien dae voor die datum waarop sodanige vergadering gehou sal word. Die doel van die vergadering moet in die kennisgewing uiteengesit word.

Will be convened by the President at any time upon written request of not less than ten ordinary members, or at the request of the Management Committee. Notices for such meetings must be given to each member and the necessary notice must be posted on the notice board at least fourteen days before the date upon which such a meeting will take place. The purpose of the meeting to be explained in the notice.

**18. BESTUURSKOMITEEVERGADERINGS
MANAGEMENT COMMITTEE MEETINGS**

18.1 Vergaderings van die bestuurskomitee word belê so dikwels as wat die President dit nodig ag, asook wanneer minstens drie lede van die Bestuurskomitee daarom vra, in welke geval sodanige vergadering binne sewe dae na ontvangs van so 'n versoek deur die President belê moet word. Kennisgewings van sulke vergaderings moet geskied, minstens sewe dae voor die datum van die vergadering.

Meetings of the Management Committee will be held as often as the President may deem necessary and also when at least three members of the Management Committee request such, in which case said meeting is to be held within seven days after receiving such a request by the President. Notices of such meetings must be handed out at least seven days before the date of such meeting.

18.2 Tensy aanneemlike verduidelikings verstrekkend word, word nie-bywoning deur 'n lid van drie agtereenvolgende Bestuurskomiteevergaderings as 'n vrywillige bedanking uit die komitee beskou.

Unless reasonable explanations are provided, the non-attendance, of three successive Management Committee Meetings, by a member, will be deemed to be a voluntary resignation from the Committee.

**19. KWORUM
QUORUM**

19.1 'n Kworum vir enige Algemene Jaarvergadering is 25% van die stemgeregtigde lede, met dien verstande dat indien geen kworum binne vyftien minute na die vasgestelde tyd van die vergadering teenwoordig is nie, die vergadering uitgestel word na dieselfde tyd, plek en dag in die daaropvolgende week of so gou doenlik daarna. By sodanige uitgestelde vergadering word die lede teenwoordig, geag 'n kworum te wees.

A quorum for any Annual General Meeting is 25% of the members who have the vote, on the understanding that should a quorum not be reached within fifteen minutes after the starting time of the meeting, the meeting will be postponed to the same time, place and day of the following week or as soon as possible thereafter. At such meeting the members present will be deemed to be a quorum.

19.2 'n Kworum vir enige vergadering van die Bestuurskomitee is vyf lede.

A Quorum for any meeting of the Management Committee is five members.

20. STEMMING VOTING

20.1 Gewone lede, nie-spelende lede en buitelede het die reg om by alle Algemene Jaarvergaderings en Spesiale Algemene Vergaderings te stem.

Ordinary members, non-playing members and country members all have the right to vote at the Annual General Meeting or any Special General Meetings.

20.2 Die wyse van stemming word deur die President by enige vergadering bepaal.

The method of voting will be decided upon by the President at any meeting.

20.3 Die besluit van die meerderheid van die lede op enige vergadering is behoudens die bepaling van Artikels 19 en 26 'n besluit van die betrokke vergadering.

The decision of the majority of the members at any meeting is, in accordance with Articles 19 and 16, a decision of the particular meeting.

20.4 By 'n Algemene Jaarvergadering, Spesiale Algemene Vergadering en by 'n Bestuurskomiteevergadering het die President 'n gewone stem sowel as 'n beslissende stem.

At an Annual General Meeting, Special General Meeting and at a Management Committee Meeting the President will have an ordinary vote as well as a deciding vote.

21. SPEELSEISOEN PLAYING SEASON

Die speelseisoen strek van 1 September tot 30 Junie. Die perk sal vir die tydperk 1 Julie tot 31 Augustus gesluit wees vir "rus". Beperkte spel mag plaasvind indien goedgekeur deur die perkemeester.

The playing season stretches from 1 September to 30 June. The green will be closed for the period 1 July to 31 August to "rest" the green. Limited playing may take place if approved by the greenkeeper.

22. FINANSIËLE JAAR FINANCIAL YEAR

Die finansiële jaar van die klub strek vanaf 1 Julie tot 30 Junie van die daaropvolgende jaar.

The financial year of the club runs from 1 July to 30 June of the following year.

**23. SPEELDAE
PLAYING DAYS**

Die Bestuurskomitee sal die weeklikse speeldae en begintye van tyd tot tyd vasstel volgens weersomstandighede, sonlig beperking of enige ander rede.

The Management Committee will from time to time determine the playing days and times according to the weather, sunlight or any other reason.

**24. KLAGTES
COMPLAINTS**

Enige klagtes moet skriftelik by die sekretaris ingedien word.

Any complaints are to be submitted to the secretary in writing.

**25. VERTOLKING VAN DIE GRONDWET
INTERPRETATION OF THE CONSTITUTION**

Waar twyfel oor bepalings van die grondwet of huishoudelike reëls ontstaan, is die vertolking van die Bestuurskomitee bindend op alle lede.

Where doubt regarding the clauses of the Constitution or House Rules develops, the interpretation of the Management Committee will be binding on all members.

**26. WYSIGING VAN DIE GRONDWET
AMENDMENTS TO THE CONSTITUTION**

Geen wysigings tot hierdie grondwet word gemaak nie behalwe met 'n twee-derde meerderheid van die stemgeregtigde lede teenwoordig op 'n Algemene Jaarvergadering of Spesiale Algemene Vergadering met dien verstande dat kennisgewing van sodanige wysiging ooreenkomstig Artikels 16 en 17 gegee is. Enige voorgestelde wysigings tot die Grondwet moet skriftelik ingedien word en moet in die hande van die sekretaris wees minstens een-en-twintig dae voor die datum van die vergadering.

No amendments will be made to this Constitution except with a two-thirds majority of the members present at an Annual General Meeting or Special General Meeting, who have voting rights, provided that a notice of such amendment in accordance with Articles 16 and 17 has been given. Any proposed amendments to the Constitution must be submitted in writing and must be in the possession of the secretary at least twenty one days before the date of such meeting.

FRANSCHHOEK ROLBALBKЛУB

HUISHOUDELIKE REËLS

1. SOSIALE ROLBAL

- 1.1 Naamplaatjies en baanfooie moet streng, minstens 15 minute, voor die begintyd ingehandig word.
- 1.2 Die samestelling van spanne vir sosiale spel sal openlik deur trekking van naamplaatjies gedoen word.
- 1.3 Saterdag en Fondsinsamelingsdae sal dae wees waar spelers in volle rolbaldrag geklee moet wees, tensy anders bepaal deur die Bestuurskomitee.
- 1.4 Dinsdag en Donderdag is die bane beskikbaar vir oefening en/of afrigting. Sosiale spel begin om 18.00 en informele drag is toelaatbaar.
- 1.5 Op Sondag-oggende kan lede eie spanne saamstel of naamplaatjies trek. Rolbaldrag word vereis.
- 1.6 Op Maandag en Vrydag sal die baan gesluit wees tensy anders besluit deur die Bestuurskomitee.
- 1.7 Beginner-spelers sal vir 'n tydperk van 3 maande vrygestel word van ledegelde, maar moet baanfooie betaal.

2. KOMPETISIES

- 2.1 Kompetisies kry voorkeur bo sosiale spel.
- 2.2 Datums sal vasgestel word vir die uitspeel van kompetisierondtes en lede wat versuim om dit na te kom sal die wedstryd prysgee of van die kompetisie geskrap word.
- 2.3 In enkelspel, behalwe waar die kompetisiebeampte anders reël, sal die speler wat eerste 21 skote behaal die wenner wees.
- 2.4 Driepel word oor 18 koppe beslis en elke speler sal met drie balle speel.
- 2.5 Pare-kompetisies word oor 21 koppe beslis en elke speler sal met 4 balle speel.
- 2.6 Klubkompetisies mag, met die baanopsigter se toestemming, op Dinsdag-, Donderdag- en Saterdagoggende gespeel word.

3. DIE BAAN

- 3.1 Wanneer twyfel bestaan of die baan speelbaar is (weens reën of ander omstandighede), sal die baanopsigter beslis of spel kan plaasvind al dan nie.
- 3.2 Indien dit nodig is, vir watter rede ook al, om die baan te sluit, sal kennis hiervan so vroeg as moontlik op die klub se kennisgewingbord verskyn. 'n "baan gesluit" bordjie sal op 'n geskikte plek geplaas word.

4. DIENSKOMITEES

Die Bestuurskomitee sal jaarliks die volgende dienskomitees saamstel en bepaal uit hoeveel lede elk sal bestaan.

- * Grondekomitee (Onderhoud van baan, tuin en omliggende gronde.
- * Gebouekomitee (Onderhoud van klubgebou en implimente).
- * Verversingskomitee (Kroegbestuur en ander dienste).

CLUB BY-LAWS

1. SOCIAL BOWLS

- 1.1 Tabs together with green fees must be handed in strictly, at least 15 minutes, before starting time.
- 1.2 The composition of teams in social play will be done by open tabs draw.
- 1.3 Saturdays and Fundraising days will be days where play will take place dressed in bowling gear, unless otherwise decided by the Committee.
- 1.4 Tuesdays and Thursdays the green is available for practice and/or coaching. Social bowls starts at 18:00 and dress is casual.
- 1.5 On Sunday mornings members may make up their own teams or may use the tabs to draw teams. Dress will be whites.
- 1.6 On Mondays and Fridays the green will be closed unless otherwise decided by the Committee.
- 1.7 Beginners will be able to play for 3 months before paying membership fees, but must pay green fees.

2. COMPETITIONS

- 2.1 Competitions take preference to social bowls.
- 2.2 Dates will be determined for the playing of competitions and members who do not adhere to the dates will forfeit the game or be scratched from the competition.
- 2.3 In singles, except if changed by the competition secretary, the first person to have 21 shots will win the game.
- 2.4 Trips are played over 18 ends and each player has 3 bowls.
- 2.5 Pairs is played over 21 ends and each player plays four bowls.
- 2.6 Club competitions may, with the permission of the green keeper, be played on Tuesday, Thursday or Saturday mornings.

3. THE GREEN

- 3.1 When there is doubt whether the green may be played on (due to rain or other circumstances), the green keeper will decide whether play may take place.
- 3.2 If necessary to close the green, for whatever reason, members will be advised hereof as early as possible by placing a notice on the notice board. A "Green Closed" board will be displayed on the green.

4. SERVICE COMMITTEES

The Management Committee will annually appoint the following service committees and determine how many members will be on each committee:

- * Grounds Committee (Maintenance of the green, grounds and surrounding areas on the Club property).
- * Buildings Committee (Maintenance of club buildings and implements)
- * Catering Committee (Bar and kitchen management).

APPENDIX 4

Dear Annalene De Beer

Herby attached is the constitution as approved by the members of Franschoek Bowling Club in June 2010. The COVID-19 lockdown really did not give us any opportunity to start with our uplifting program as been discussed and Approved by the Members of Franschoek Bowling Club.

Our first upliftment program that we are going to implement soon, is to invite all the schools in Franschoek to participate in a summer schools league. We thought that if we can start with the youth first and try and grow some interest as a sport for them to participate in and take it up in a longer term as a youth member of the club.

I shall send you our correspondence when we do the invite to the schools to participate.

I have personally communicate with Piet Smit since our lease agreement expired to renew our lease agreement. Unfortunately my computer crashed about two years ago and I have lost prove of this correspondence. You are welcome to ask Mr. Piet Smit about it. I have resigned about three years ago and Gerrit vd Walt was the previous Chairman. I shall attached his letter as well.

If there are anymore items outstanding, I shall gladly get it in order and send on to You, but I think I have covered all your outstanding points.

Vriendelik Groete / Kind Regards

TJ Eigelaar



7.2.2	LEASE PORTIONS 528A AND 529CC: MOUNTAIN BREEZE CARAVAN PARK
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Collaborator No: 702286
IDP KPA Ref No: Good Governance
Meeting Date: 24 March 2021

1. SUBJECT:LEASE PORTIONS 528A AND 529CC: MOUNTAIN BREEZE CARAVAN PARK

2. PURPOSE

To inform council that the current lease agreement comes to an end on 31 March 2021. Council has to resolve on a way forward.

3. DELEGATED AUTHORITY

The Municipal Council must consider the matter. The property is worth more than 10 Million Rand.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality and Stellenbosch Caravan Park cc (Malan) concluded a long term Lease Agreement during 1992 for a period of 30 years (1 April 1991-31 March 2021)

This Lease Agreement was later ceded to the Mountain Breeze Caravan Park cc (Visser).

The lease Agreement will expire on 31 March 2021. The current Lessee send a letter attached as **APPENDIX 6** expressing her interest to continue with a lease provided that it is a 10 year period to get some returns on investment.

A letter and email was also received from a one of the persons occupying a stand on a long term basis requesting to rent the land from Council – **APPENDIX 7**.

Council must now decide on how to deal with this property, i.e. whether to dispose of it, or enter into a further rental agreement with the current lessee or someone else or use the property for another purpose. A decision also needs to be taken on the short term process (after March 2021) until a final decision has been reached.

The item was discussed at the January 2021 Mayco meeting and further information was requested and the item referred back.

Attached hereto please find **APPENDIX 8**, a further letter from Me Sonnekus, writer of appendix 7, is also attached providing some information on the people living on the land. **APPENDIX 9** is an email response received from the current lessee on the questions raised in Mayco. The rates are paid up and we could find no approval of building plans. We therefore have to deduct that the structures were not approved by the Building plan section. Proof of the current members of the close corporation is attached as **APPENDIX 10**. The Executive Mayor requested the Municipal Manager to provide a report categorising all council properties by December 2021 to enable the Council to make a determination on how the different categories of properties should be dealt with.

5. RECOMMENDATION

For Consideration

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Existing Lease Agreement

Stellenbosch Municipality and Stellenbosch Caravan Park cc (C.P Malan) concluded a long-term Lease Agreement on 18 May 1992 for the period 1 April 1991 to 31 March 2021.

This Lease Agreement, however, was later ceded to the Mountain Breeze Caravan Park cc (R.P. Visser) during 1995.

Copies of the Lease Agreement, as well as the Cession and Assignment Agreement are attached as **APPENDICES 1 and 2**, respectively.

6.1.2 Current Lessee

The current Lessee, Mrs Visser, she indicated that she would be interested in a further lease period.

The long term residents in the park has also expressed an interest to rent the properties they currently occupy.

Council must now decide on the most appropriate use of the property and should Council consider the disposal or awarding of long term rights (lease agreement). See paragraph 6.2.9 for a more detailed discussion on the various options.

6.2 Discussion

6.2.1 Locality and context

Mountain Breeze Caravan Park is situated on Lease Portions 528 and 529C, measuring 20.3ha in size, as indicated on Fig 1 and 2 below.

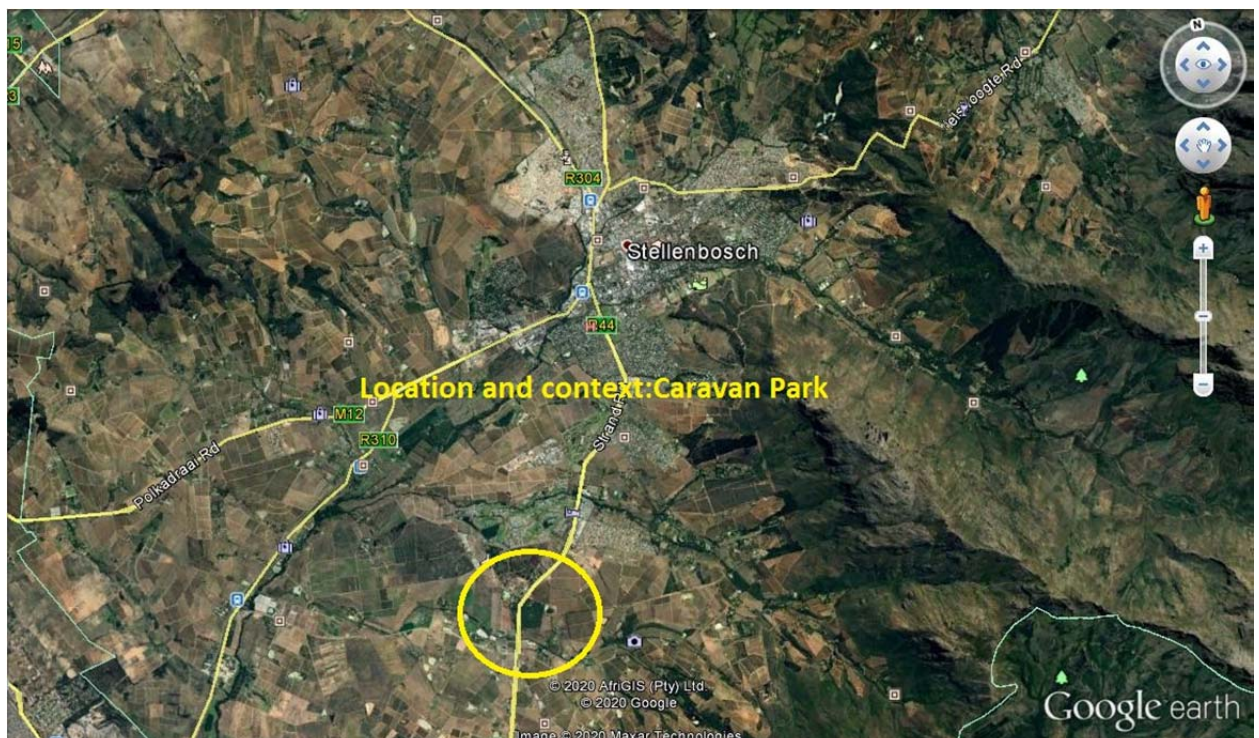


Fig 1: Location and regional context

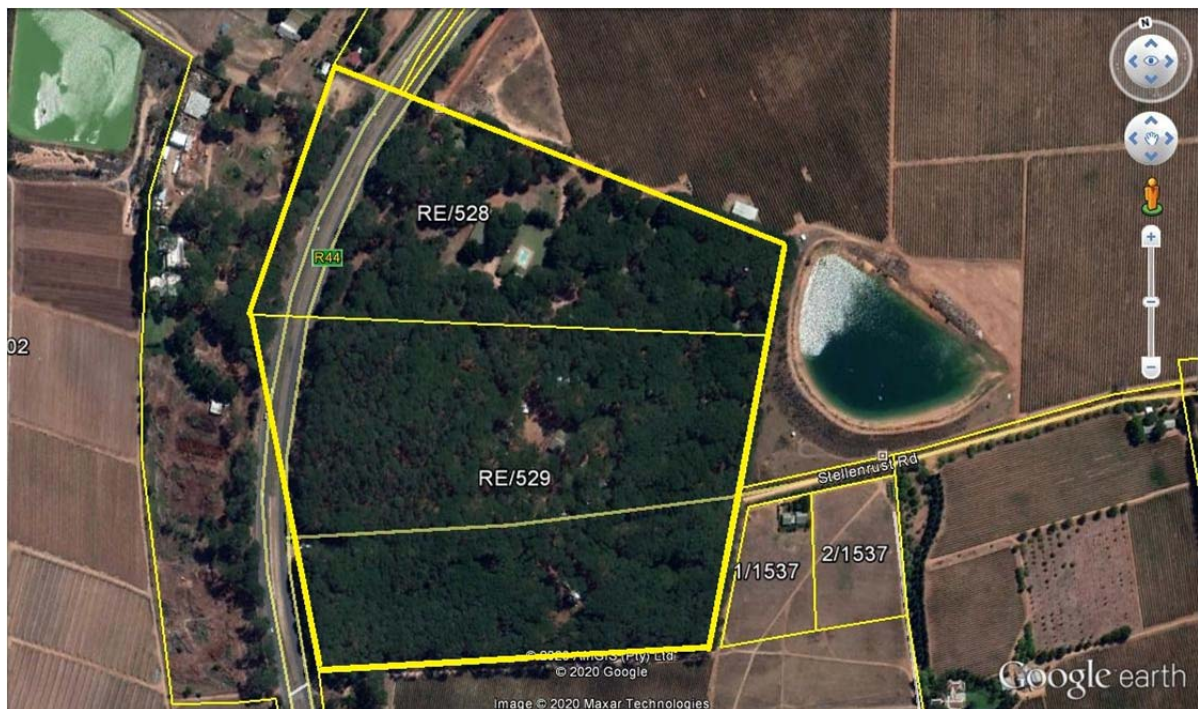


Fig 2: Extent of property(s)

6.2.2 Ownership

The ownership of the two properties vests in Stellenbosch Municipality by virtue of Title Deeds STFH-891 and STFH6-4/1890, respectively. See Windeed records attached as **APPENDICES 3** and **4** respectively.

6.2.3 Access

Access to the property is *via* a registered servitude access off the R44, over a portion of Farm 1166, Stellenbosch as shown on Fig 3, below.

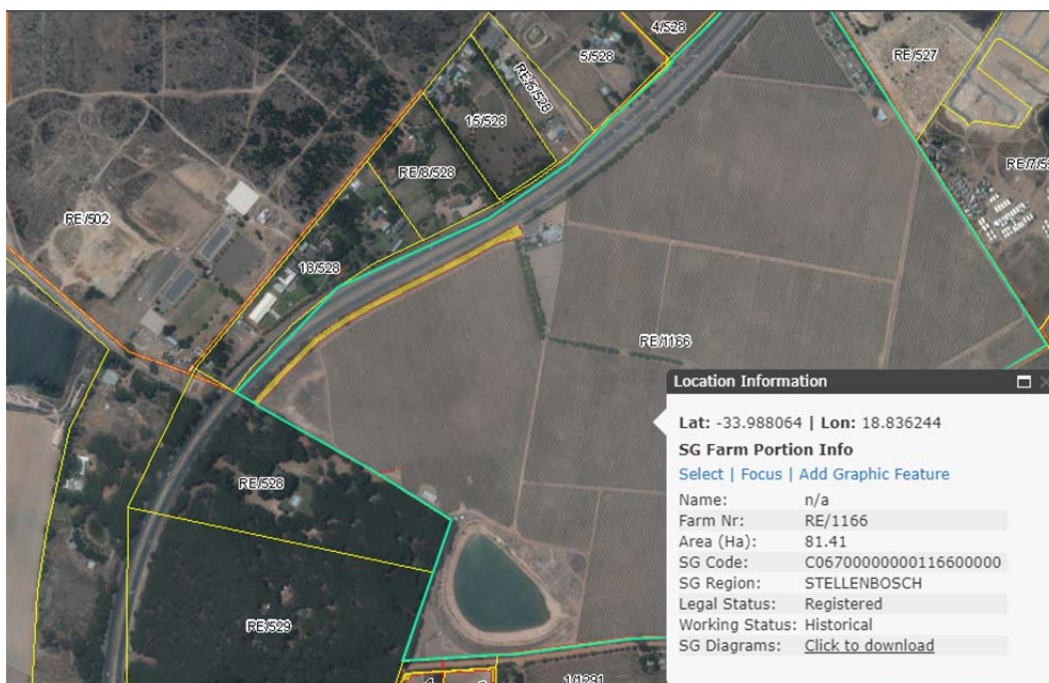


Fig 3: Access road

The servitude was registered at the Surveyor General in 1985, see copy of LG Diagram 8786/83 hereto attached as **APPENDIX 5**.

6.2.4 Access to services

The property has access to irrigation water (Theewaterskloof) and is getting drinking water from a borehole situated on the neighbouring farm 1166.

Electricity is supplied by Eskom.

6.2.5 Improvements

The following buildings were constructed by the Lessee during the lease period:

6.2.5.1 Temporary structures**6.2.5.1 .18 x Nutec Houses**

Although the houses differ in size, the average size is about 150m². The Reception Area is part of 1 of the houses. See figures 4-12 below.



Fig 4: Reception (part of house 1)



Fig 5: House 1



Fig 6: House 2



Fig 7: House 3



Figure 8: House 4



Fig 9: House 5



Fig 10: House 6



Fig 11: House 7



Fig 12: House no 8

6.2.5.1.2 4 x Wood/Nutec Bungalows

These units are 38m² each. See Fig 13-14



Fig 13: Units 1 and 2



Fig 14: Units 3 and 4

6.2.5.1.3: 2 x Big Nutec Bungalows

These units are 57m² each. See Fig 15.



Fig 15: Units 1 and 2

6.2.5.1.4: 2 x Plett. Caravans

These units are 52m² each. See Fig 16.



Fig 16: Units 1 and 2

6.2.5.1.5 1 x Nutec Hall

This facility is 860m² in size. See Fig 17.



Fig 17

6.2.5.2 Permanent Structures**6.2.5.2.1 1 x Swimming pool with ablutions facilities**

The swimming pool is 104m², whilst the ablution facilities are 102m². See Fig 18.



Fig 18: Swimming pool and ablution facilities

6.2.5.2.2 1 x Ablution facility

This facility is 189m² in size. See fig 19 below.



Fig 19: Main ablution facilities

6.2.5.2.3 6 X Chalets

These units (2x3) are 80m² each. See Fig 20 and 21



Fig 20: Units 1 and 2



Fig 21: Units 3 and 4



Fig 22: Units 5 and 6

6.2.5.2.4 2 x Staff houses

These units are 45m² and 130m² respectively. See fig 23 below.



Fig 23: Units 1 and 2

6.2.5.3 Temporary Structures put up by tenants

There are 9 temporary units that were put up by tenants. See Fig 24-32



Fig 24: Unit 1

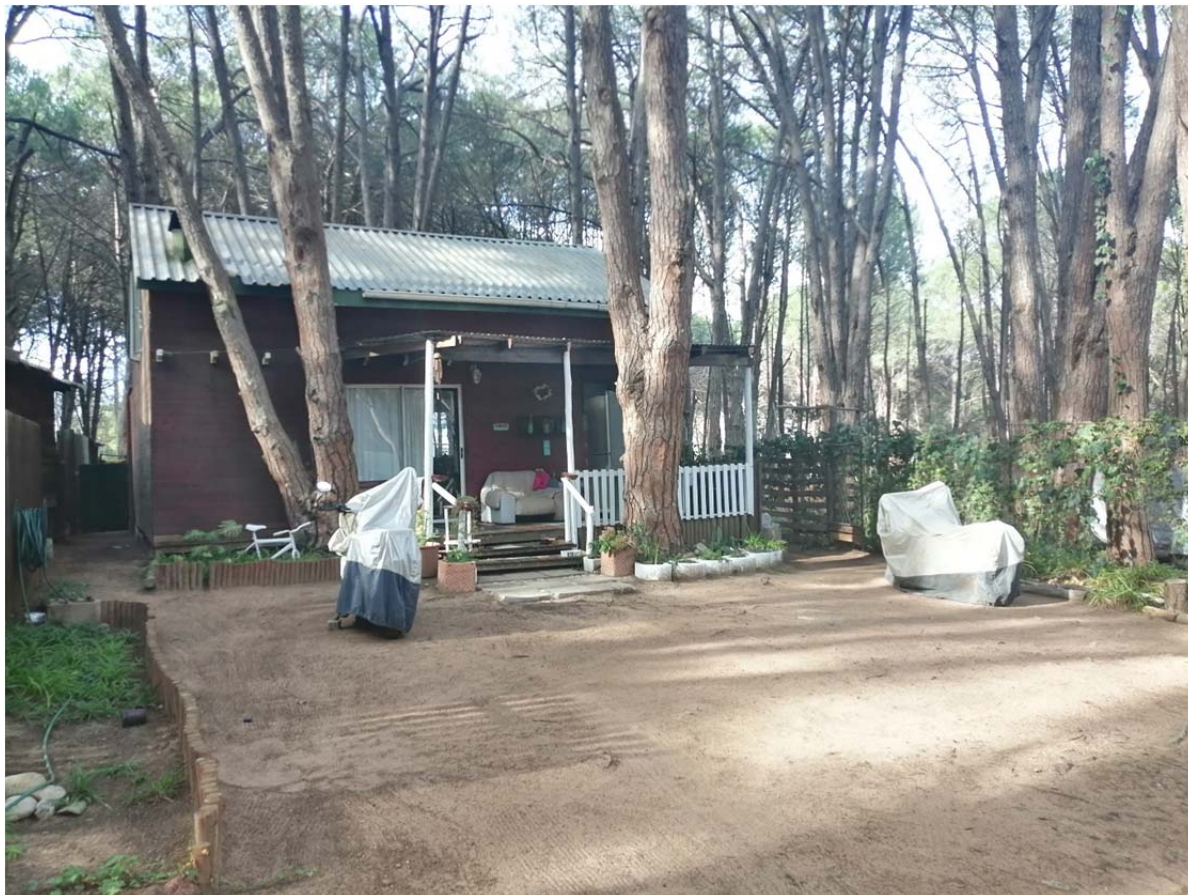


Fig 25: Unit 2



Fig 26: Unit 3



Fig 27: Unit 4



Fig 28: Unit 5



Fig 29: Unit 6



Fig 30: Unit 7



Fig 31: Unit 8



Fig 32: Unit 9**6.2.5.4 Caravan/Camping stands**

A total of 60 sites have been developed with electrical points and shared water points. See fig 33 below.



Fig 33: Camping sites

6.2.6 Number of staff working at facility

There are 4 permanent staff members, being the maintenance Manager and his wife, working at Reception and two labourers.

All the staff members are currently residing on the property.

6.2.7 Current rental payable

The current rental payable is R47 873.59 per annum.

6.2.8 Legal requirements

Depending on whether Council is considering the disposal of the asset or whether to award long term rights various sections/regulations of the Municipal Finance Act, No 56 of 2003, (MFMA), the Asset Transfer Regulations (ATR) and the Municipality's Policy on the Management of Council owned property, will apply.

6.2.8.1 Disposal of fix properties**6.2.8.1.1 Municipal Finance Management Act (MFMA)**

In terms of the Section 14 of the MFMA,

"A municipality may not transfer ownership as a result of a sale or other

transaction or otherwise permanently dispose of a capital asset needed to provide the minimum level of basic municipal services.

(2) A municipality may transfer ownership or otherwise dispose of a capital asset other than one contemplated in subsection (1), 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.

(3) A decision by a municipal council that a specific capital asset is not needed to provide the minimum level of basic municipal services, may not be reversed by the municipality after that asset has been sold, transferred or otherwise disposed of.

(4) Municipal council may delegate to the accounting officer of the municipality its power to make the determinations referred to in subsection (2)(a) and (b) in respect of movable capital assets below a value determined by the council.

(5) Any transfer of ownership of a capital asset in terms of subsection (2) or (4) must be fair, equitable, transparent, competitive and consistent with the supply chain management policy which the municipality must have and maintain in terms of section 111”.

6.2.8.1.2 Asset Transfer Regulations (ATR)

In terms of Regulation 5 of the ATR

“(1) A municipality may transfer or dispose of a non-exempted capital asset only after—

(a) the accounting officer has in terms of regulation 6 conducted a public participation process to facilitate the determinations a municipal council must make in terms of section 14(2)(a) and (b) of the Act; and

(b) the municipal council—

(i) has made the determinations required by section 14(2)(a) and (b) and

(ii) has as a consequence of those determinations approved in principle that the capital asset may be transferred or disposed of.

(2) Sub regulation (1)(a) must be complied with only if the capital asset proposed to be transferred or disposed of is a high value capital asset” (i.e. in excess of R50M)”.

6.2.8.1.3 Policy on the Management of Council owned property

In terms of paragraph 7.2.3 (general principles pertaining to the disposal of immovable property), of the policy;

“Before alienating Immovable property or rights in Immovable property the Municipality shall be satisfied that alienation is the appropriate methodology and that reasonable economic, environmental and social return cannot be derived whilst ownership of the Immovable property or Property rights is retained by the Municipality”.

Further in terms of paragraph 8 of the policy:

- “8.1 *Before an Immovable property is declared as surplus, and earmarked for disposal or the awarding of rights, it must first be assessed for its most appropriate use.*
- 8.2 *The most appropriate use for a surplus property is one which achieves an optimum balance between the following three key elements of sustainable development:*
- (a) *the protection of ecological processes and natural systems;*
 - (b) *the optimum financial return to and economic development of the municipal area; and*
 - (c) *the enhancement of the cultural, economic, physical and social wellbeing of people and communities.*
- 8.3 *The three elements of sustainability will apply to all surplus Immovable Properties, however their significance and the relationships between them will vary for individual Immovable Properties.*
- 8.4 *In determining the most appropriate use of surplus properties, regard should be given to:*
- (a) *Spatial development framework(s);*
 - (b) *Regional plans;*
 - (c) *Sectoral studies/plans;*
 - (d) *Government policies;*
 - (e) *Relevant legislation; and*
 - (f) *The views of interested and affected parties.*
- 8.5 *Where appropriate, opportunities should be provided for community involvement in the assessment process”.*

Further, Subsequent to determining the most appropriate use of a property and after the Municipality has decided that the Immovable property could be disposed of, or that rights may be awarded, the method of disposal or method of awarding rights should be determined”.

In terms of paragraph 9.1 the Municipality may use any of the following methods, depending on the circumstances pertaining the specific Immovable property:

Tender process

- a) Auction*
- b) Call for proposals (will include a tender process)*

6.2.8.2 Granting of rights to use, Control or Manage a Capital asset

6.2.8.2.1 Asset Transfer Regulations (ATR)

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’.*

In considering options Council must treat the property as a property that falls within this category valued in excess of R10M.

- “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’.*

Council must consider its options and decide on the future use of the property. Only after Council had decided on a way forward, an Information Statement will be prepared and submitted with a further item.

6.2.8.2.2 Policy on the Management of Council owned property

In terms of paragraph 7.2.1, “*unless otherwise provided for in the policy, the disposal of viable immovable property shall be affected 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

Council may also decide to deal with any other competitive process like an auction.

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.

Here under a list of circumstances where Council dispense with a competitive process.

*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.

6.2.9 Consideration of options

From the above it is clear that Council may consider any of the following options:

6.2.9.1 Disposal of property

Should Council decide to dispose of the properties, then the legal provisions set out in paragraph 6.2.8 (*supra*) will apply. Council's attention is specifically drawn to paragraph 8 of the Policy on the Management of Council-owned property, requiring the Council to first assess the properties for its "*most appropriate use*" before declaring the property as surplus.

6.2.9.2 Awarding of rights: Long term Lease

Should Council decide to grant a right to use (Lease agreement) or manage the properties to a third party, then the legal provisions set out in paragraph 6.2.8.2 (ATR and Policy) will apply.

Under this option, Council must first consider whether to enter into a **private treaty agreement** with the existing Lessee (i.e without following a tender process) or to follow a **public tender process**.

If Council decides to follow a public tender process, then it must decide on the type of process to be followed, i.e. :

- Outright tender;
- Qualified tender/Call for proposals, or
- Call for proposals on a Built-Operate-Transfer basis.

6.2 Financial Implications

The possible financial implications can only be determined after Council has decided which route to follow.

6.3 Legal Implications

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

6.4 Staff Implications

This report has no staff implications to the Municipality;

6.5 Previous / Relevant Council Resolutions

None

6.6 Risk Implications

The risks are addressed in the item.

6.7 Comments from Senior Management

Will be obtained when council has indicated its preference on the way forward.

ANNEXURES:**Annexure 1: Lease Agreement****Annexure 2: Cession and Assignment Agreement****Annexure 3: Windeed records****Annexure 4: Windeed records****Annexure 5: LG Diagram 8786/83****Appendix 6 : Letter from current Lessee****Appendix 7: Letter from one of the long term residents****Appendix 8: Letter from Me Sonnekus 11.01.21****Appendix 9: Email response from Current lessee on questions raised.****Appendix 10: Membership of Close Corporation****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	8.03.21

APPENDIX 1

2.1

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 CARAVAN PARK CC

NO CK 85/08481/23

hierin verteenwoordig deur DANIE MALAN as synde die gevolmagdigde verteenwoordiger ingevolge 'n besluit van die Beslote Korporasie gedateer 1992-~~8888~~⁰³⁻²⁴ waarvan 'n afskrif as Bylae A aangeheg is

("die HURDER")

NADEMAAL die VERHUURDER die eienaar is van die eiendom bekend as

Plase 528A en 529C groot 20,3 hektaar

soos aangedui op die aangehegte kaart

("die EIENDOM")

EN NADEMAAL die VERHUURDER begerig is om die EIENDOM aan die HURDER te verhuur vir die uitsluitlike gebruik van 'n karavaanpark 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 HURDER bekend is.

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Gemeenskapsdienste : 1994-07-05 : Item 2.1.A

AANHANGSEL 2

2.1

MEMORANDUM VAN HUUROOREENKOMS

Aangegaan deur en tussen

DIE MUNISIPALITEIT STELLENBOSCH

hierin verteenwoordig deur

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

("die VERHUURDER")

en

STELLENBOSCH CARAVAN PARK CC

NO CK 85/08481/23

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("die HUURDER")

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EN NADEMAAL die **HURDER** 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 **HURDER** 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 **HURDER** die eiendom, wat deur die **HURDER** 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 bepalinge van subklousules 4.4 (laat betaling), 13.1 (sessie), klousule 20 (opsegging) en die bepalinge van Bylae B hiervan.

2. Die **VERHUURDER** onderneem om alles te doen, of te laat doen, om 2 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 **HURDER** 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 **HURDER** bekend is.

4. HURGELD, KOSTE VAN WATER, MUNISIPALE BELASTING

4.1 Die **HURDER** betaal eenmalig voor of op die 30ste dag van April 1992 by die kantoor van die Stadstoesourier die bedrag van R12 486,01 (welke bedrag bereken is vir die tydperk vanaf die datum waarop die ooreenkoms 'n aanvang neem tot die 31ste dag van

2.2

EN NADEMAAL die **HURDER** 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.

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2.3

Maart 1993. Die **HUURDER** betaal daarna jaarliks voor of op die 31ste dag van Maart van elke daaropvolgende jaar die basiese huurgeld plus verhoging plus addisionele huurpremie soos bereken volgens die voorwaardes wat as Bylae B hierby aangeheg is.

4.2 Die **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 uitsluitend 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 deur die Besproeiingsraad en bereken teen die aankoopkoste van water soos van tyd tot tyd deur die Departement van Waterwese bepaal.

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

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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.

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- 7.2 Die **HURDER** moet die geskrewe toestemming van die **VERHUURDER** vooraf verkry vir die verwydering van enige bome, wingerde en dergelike verbeteringe op 'n terrein wat hy vir verbouing nodig het, en as sodanige toestemming verleen word, behou die **VERHUURDER** die reg voor om oor die hout vir sy eie voordeel te beskik.
- 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 **HURDER** 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 **HURDER** 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 **HURDER** 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.
- 8.5 'n Serwituut is ten gunste van die **EIENDOM** op die boorgat gemerk A en pyplyn gemerk AB op die aangehegde diagram no 8743/87 geregistreer.

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9. GRONDBEWARING

- 9.1 Die **HURDER** 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 geproklameerde onkruid, en wel op die koste van die **HURDER** ingeval 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 **HURDER** is aanspreeklik vir vergoeding aan die **VERHUURDER** vir enige uitgawe aangegaan om brande te voorkom of te blus. Brandskade aan bome of ander plante

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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. Geen motorvoertuighek mag op die grens, aangedui as Kabcde op die aangehegte kaart aangebring word nie.

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 herverhuring 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 seeder of oordra nie, en onderverhuur nie die EIENDOM of enige deel daarvan sonder die voorafverkreë skriftelike toestemming van die VERHUURDER nie.

13.2 Die VERHUURDER kan 'n sertifikaat as bewys vereis dat 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 likwidasië 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.

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12. **OMHEINING**

12.1 Die **HURDER** is verantwoordelik vir die oprigting en koste van enige omheining wat hy vir die beskerming van sy onderneming op die **EIENDOM** nodig mag ag. Geen motorvoertuighek mag op die grens, aangedui as Kabode op die aangehegte kaart aangebring word nie.

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

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

13.1 Die **HURDER** 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 **HURDER** 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 **HURDER** 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 **HURDER** toestem tot vervanging van sodanige borge.

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- 13.4 Verandering van die beherende aandeelhouding of verandering van ledebelang, direkteure of Trustees vir 'n Maatskappy, Beslote Korporasie of 'n Trust wat 'n **HURDER** is, word geag 'n onderverhuring te wees.

14. **GEBOU EN STRUKTURELE VERBETERINGE**

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

- 14.2 Geen nuwe gebou, struktuur of ander permanente verbetering sal op die **EIENDOM** aangebring, opgerig of uitgevoer word sonder die voorafverkreë skriftelike toestemming van die **VERHUURDER** nie, en sonder dat bouplanne ten opsigte van sodanige verbeteringe vooraf deur die **VERHUURDER** goedgekeur is nie en laasgenoemde kan gelas dat sodanige gebou, struktuur of verbetering wat inderdaad sonder sy skriftelike goedkeuring en toestemming opgerig, aangebring of gebou is deur die **HURDER** op sy eie koste verwyder word.

- 14.3 Goedgekeurde verbeteringe van 'n permanente aard sal deur die **HURDER** op sy eie risiko aangebring of opgerig word.

- 14.4 Die **VERHUURDER** sal enige geboue of ander verbeteringe wat by die aanvang van die huurtermyn op die **EIENDOM** is 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 bepalinge van subklousules 14.1, 14.2, 14.3 en 14.4 van hierdie ooreenkoms aan werkers wat die **HURDER** op die **EIENDOM** in diens het, met inbegrip van hul onmiddellike afhanklikes, op die **EIENDOM** voorsien word, onderworpe aan die voorafverkreë skriftelike toestemming van die **VERHUURDER**, en

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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 4.4, 20.1.1, 20.1.2 en 20.2 of andersins volgens sy eie diskresie en goeëdunke te besluit of die **VERHUURDER** bereid is om die **HURDER** enigsins te vergoed vir sodanige verbeteringe. Voorts kan die **VERHUURDER** in die alternatief toestem tot die verwydering van enige verbetering binne 'n tydperk soos deur die **VERHUURDER** voorgeskryf, by gebreke waarvan die **HURDER** enige reg op verwydering van sodanige verbeteringe of enige verdere aanspraak van watter aard ookal sal verbeur, ten gevolge waarvan die betrokke verbeteringe sonder enige aard van vergoeding die **EIENDOM** van die **VERHUURDER** word. /NS
- 14.8 Die **EIENDOM** sal bo-en-behalwe die bepalings van hierdie ooreenkoms, ook onderhewig wees en voldoen aan die bepalings van die **VERHUURDER** se Verordening insake parke vir woonwaens en mobiele wonings.
- 14.9 Die uitlegplan waarvolgens die **EIENDOM** as park ontwikkel sal word, sal op koste van die **HURDER** deur 'n gekwalifiseerde Stadsbeplanner gedoen word en sodanige plan sal onderworpe wees aan die goedkeuring van die **VERHUURDER**,
- 14.10 Op 'n maksimum van 10 % van die ontwikkelde persele mag permanente okkupasie toegelaat word van welke 10 % permanente okkupasie minstens 50 % in woonwaens moet geskied. Hierdie laasgenoemde persentasie kan egter by skriftelike kennisgewing van die **VERHUURDER** aan die **HURDER**, gewysig word.
- 14.11 Die beplanning en voorsiening van siviele en elektriese dienste op die eiendom moet volgens die voorskrifte van die **VERHUURDER** op koste van die **HURDER** geskied.
- 14.12 Minstens 50 % van die ontwikkelde persele moet elk oor 'n 220 V elektriese kragpuntaansluiting beskik.
- 14.13 Op 'n gedeelte van die **EIENDOM**, gemerk CDEFGHJKjhgfc op die aangehegte kaart, mag geen persele ontwikkel word nie. Gemelde gedeelte moet gebruik word vir die huisvesting van personeel werksaam op die eiendom en voorts vir doeleindes van buitelugontspanning deur dag besoekers.

2.10

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 baken 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**

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

16.2 'n Ewigdurende reg van weg soos aangedui as ABCDEFGHIJKLMNOPQRS op die aangehegte diagram no 4534/85, is ten gunste van die **EIENDOM** geregistreer.

17. **INSPEKSIES**

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

18. **ADVERTENSIE TEKENS**

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

2.10

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.

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18. **ADVERTENSIE TEKENS**

Die **HURDER** sal geen advertensie tekens 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.

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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 **HURDER** deur sy handeling op die **EIENDOM** 'n oorlas vir ander uitmaak; of

20.1.4 indien die **HURDER** teenstrydig met enige bepaling van die 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 **HURDER** verleen word, op voorwaarde dat die **HURDER** gedurende die grasiëperiode aan al die bepalings en vereistes van hierdie ooreenkoms, of ander voorwaardes wat die **VERHUURDER** in hierdie verband mag stel moet voldoen, by gebreke waarvan die toegestane grasiëperiode sonder verdere kennisgewing deur die **VERHUURDER** in heroorweging geneem sal word.

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

20.3 Wanneer subklousule 20.1.5 toegepas word sal die **HURDER** 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 huuropsegingsdatum 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** aanvaarbaar 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.

2.13

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. **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.

2.14

GETEKEN TE STELLENBOSCH HIERDIE 18 DAG VAN Mei 1991 2

GETUIE

TEN BEHOEWE VAN DIE VERHUURDER

1. B. Sappel.

2. Bj Robinson

E. J. J. J. J.
BURGEMEESTER

[Signature]
UITVOERENDE HOOF/
STADSKLERK

GETEKEN TE STELLENBOSCH HIERDIE 8^{ste} DAG VAN April 1991

GETUIE

TEN BEHOWE VAN DIE HUURDER

1. [Signature]

2. [Signature]

[Signature]
[Signature]

1992-02-24

(#SKLUB/KONTRAK/mc)

[Signature]

BELEID EN TOEPASSING VAN DIE HUURGELDBEREKENING

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

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

1. (b) die waarde van die onverbeterde Landbougrond sal deur die KWV bepaal word; en
1. (c) vir die jaar 1989 word die waarde van die grond vasgestel op R7 200,00 per hektaar waarop die Stadsraad 'n opbrengs van 5 % verwag.

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

- (a) Die jaarlikse basiese huurgeld ingevolge klousule 4.1 van die huurooreenkoms betaalbaar, is die som van R360,00 per hektaar per jaar;
- (b) die basiese huurgeld sal jaarliks met 70 % van die styging van die amptelike verbruikersprysindeks soos op 31 Desember van die vorige jaar eskaleer.

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

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

1992-02-24

(/SKLUB/KONTRAK/mc)

A

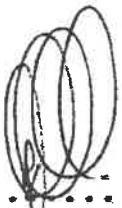
STELLENBOSCH CARAVAN PARK C.C.

No CK 85/08481/23

Minutes of a meeting of the members held at D.F.Malan Industria on Tuesday 24th March 1992.

Resolved that Mr.Danie Malan in his capacity as a member of the close corporation be empowered to sign on behalf of the close corporation all documents relating to a lease for land to be entered into with the Municipality of Stellenbosch.

Signed at D.F.Malan Industria on 24th March 1992.



.....
D.J.WALL
SECRETARY



APPENDIX 2

7/21/2/103

Page 124
A/5a/214

Van der Westhuizen Vos & Horn Inc.
Attorneys, Notaries & Conveyancers
9 Helderberg Street
Stellenbosch
(Ref: A M Vos)
Tel: 021 - 887 6860
Fax: 021 - 886 5793

CESSION AND ASSIGNMENT OF LEASE BY LESSEE

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN

THE MUNICIPALITY OF STELLENBOSCH

(herein represented by JACOBUS PETRUS RETIEF in his capacity as Town Clerk/Executive Officer and hereinafter referred to as "the Lessor")

and

STELLENBOSCH CARAVAN PARK CC

(herein represented by CARL PHILIP MALAN in his capacity as duly authorised member and hereinafter referred to as "the Lessee")

and

MOUNTAIN BREEZE CARAVAN PARK CC

(herein represented by RUDOLPH PHILIPPUS VISSER, duly authorised thereto and hereinafter referred to as "the Cessionary")

WHEREAS the Lessor and the Lessee did on the 18th day of May 1992 at Stellenbosch enter in a Lease Agreement, a copy of which is annexed hereto marked Annexure "A"; and

WHEREAS the Lessee is desirous of ceding his rights and delegating his obligations in terms of the aforesaid agreement to the Cessionary; and

WHEREAS the Cessionary is prepared to take cession of the Lessee's rights and assignment of the Lessee's obligations under the agreement; and

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- 2 -

WHEREAS the Lessor has consented to the cession and assignment of the Lease Agreement by the Lessee to the Cessionary;

NOW THEREFORE it is agreed as follows:

1. INTERPRETATION

In this agreement, except in a context indicating the contrary,

- 1.1 "the Effective date" shall mean 18th December 1995; and
- 1.2 "the Lease" shall the agreement entered into by and between the Lessor and the Lessee, dated at Stellenbosch on the 18th day of May 1992; and
- 1.3 "the parties" shall mean the parties to this agreement; and

2. CESSION & DELEGATION

- 2.1 Regardless of the date of signing hereof, the Lessee hereby cedes to the Cessionary all the Lessee's rights, title and interest under, in and to the Lease, and delegates to the Cessionary all its obligations under the Lease.
- 2.2 The Cessionary hereby accepts the cession and delegation in terms of clause 2.1 above.
- 2.3 The Lessor hereby consents to the cession and delegation in terms of clause 3.1 above.

3. SURETYSHIP

- 3.1 It is recorded that upon signing of the Lease, the members of the Lessee bound themselves in their personal capacity as sureties and co-principal debtors in favour of the Lessor for the due fulfilment of the Lessee obligations under the Lease. A copy of the relevant Deed of Suretyship is annexed hereto marked "Annexure B".
- 3.2 It is recorded that the Lessor hereby releases all the sureties reflected in Annexure B unconditionally with effect from the Effective date.
- 3.3 It is hereby further recorded that **RUDOLPH PHILIPPUS VISSER**, the sole member of the Cessionary, binds himself as surety and co-principal debtor in favour of the Lessor for the due fulfilment of the Cessionary's obligations under the Lease from the Effective date.

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4. INDEMNITY

- 4.1 The Lessee indemnifies the Cessionary against all claims by the Lessor against the Cessionary in terms of the Lease on causes arising prior to the Effective date.
- 4.2 The Cessionary indemnifies the Lessee and all its members in their personal capacity against any claims by the Lessor against the Lessee or its members in their personal capacity on causes arising from the Effective date and thereafter.

5. SOLE MEMORIAL


It is recorded that this document and annexures thereto constitute the entire agreement between the parties and that no variation shall be of any legal force or effect unless reduced to writing and signed by the parties.

THUS DONE and SIGNED at Stellenbosch on this the 16th day of March 1998.

AS WITNESSES:

1.  _____


2. _____



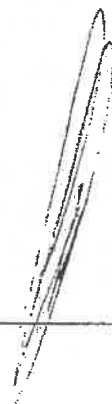
LESSOR

THUS DONE and SIGNED at D.F. Malan Industrie on this the 17th Day of February 1998.



AS WITNESSES:

1.  _____

2.  _____



LESSEE





- 4 -

THUS DONE and SIGNED at STELLENBOSCH
Day of JANUARY 1998.

on this the 29TH

AS WITNESSES:

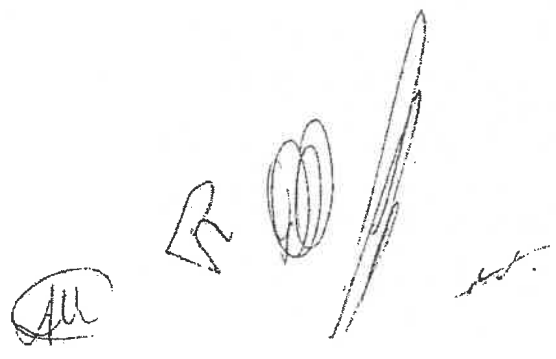
1. 

ANTON MARIUS VOS
Kommissaris van Ede/Commissioner of Oaths
Prokureur/Attorney
Helderbergstraat 9 Helderberg Street
STELLENBOSCH

2. _____
Helderbergstraat 9 Helderberg Street
STELLENBOSCH



CESSIONARY



APPENDIX 3

Deeds Office Property

FARM 529, 529, 0 (REMAINING EXTENT) (CAPE TOWN)

GENERAL INFORMATION

Deeds Office	CAPE TOWN
Date Requested	2020/05/18 10:45
Information Source	DEEDS OFFICE
Reference	-



PROPERTY INFORMATION

Property Type	FARM
Farm Name	FARM 529
Farm Number	529
Portion Number	0 (REMAINING EXTENT)
Local Authority	STELLENBOSCH MUN
Registration Division	STELLENBOSCH RD
Province	WESTERN CAPE
Diagram Deed	STF6-4/1890
Extent	86.7292H
Previous Description	-
LPI Code	C06700000000052900000

OWNER INFORMATION

Owner 1 of 2

Company Type	LOCAL AUTHORITY
Name	MUN STELLENBOSCH
Registration Number	
Title Deed	ST FH 6-4/1890
Registration Date	1890/12/12
Purchase Price (R)	SECT 16
Purchase Date	-
Share	
Microfilm Reference	2006 0406 0383
Multiple Properties	NO
Multiple Owners	NO

Owner 2 of 2

Company Type	LOCAL AUTHORITY
Name	MUN STELLENBOSCH
Registration Number	
Title Deed	T101559/2005
Registration Date	-
Purchase Price (R)	TRANSFER BY ENDO
Purchase Date	-
Share	
Microfilm Reference	2006 0406 0391
Multiple Properties	NO
Multiple Owners	NO

Printed: 2020/05/18 10:45

ENDORSEMENTS (10)				
#	Document	Institution	Amount (R)	Microfilm
1	EX758/1965-ST FH 6-4	/1890	UNKNOWN	
2	K1262/2005S	-	UNKNOWN	2006 0406 0395
3	K325/2018S	-	UNKNOWN	
4	K401/1992S	-	UNKNOWN	1992 0430 0843
5	VA1405/1986-6-4/1890	STF	UNKNOWN	
6	VA2447/2018	MUN STELLENBOSCH	UNKNOWN	
7	VA544/1989-STF6-4/18	90	UNKNOWN	
8	VA8545/2005	MUN STELLENBOSCH	UNKNOWN	2006 0406 0376
9	FARM ST 529	-	UNKNOWN	1985 0072 0660
10	PTN'S ST RD 529/1-2	-	UNKNOWN	

HISTORIC DOCUMENTS (1)				
#	Document	Owner	Amount (R)	Microfilm
1	ST FH 6-4/1890	MUN STELLENBOSCH	UNKNOWN	2006 0406 0383

DISCLAIMER

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APPENDIX 4

Deeds Office Property

FARM 528, 528, 0 (REMAINING EXTENT) (CAPE TOWN)

GENERAL INFORMATION

Deeds Office CAPE TOWN
 Date Requested 2020/05/18 10:40
 Information Source DEEDS OFFICE
 Reference -



PROPERTY INFORMATION

Property Type FARM
 Farm Name FARM 528
 Farm Number 528
 Portion Number 0 (REMAINING EXTENT)
 Local Authority STELLENBOSCH MUN
 Registration Division STELLENBOSCH RD
 Province WESTERN CAPE
 Diagram Deed ST FH 6-6/1891
 Extent 4.8639H
 Previous Description -
 LPI Code C06700000000052800000

OWNER INFORMATION

Owner 1 of 1

Company Type LOCAL AUTHORITY
 Name MUN STELLENBOSCH
 Registration Number
 Title Deed ST FH 6-6/1891
 Registration Date 1891/06/29
 Purchase Price (R) -
 Purchase Date -
 Share
 Microfilm Reference
 Multiple Properties NO
 Multiple Owners NO

ENDORSEMENTS (4)

#	Document	Institution	Amount (R)	Microfilm
1	EX758/1965-ST FH 6-6	/1891	UNKNOWN	
2	K401/1992S	-	UNKNOWN	1992 0430 0843
3	FARM ST 528	-	UNKNOWN	1985 0072 0648
4	PTNS ST RD 528/1-8,1	5	UNKNOWN	

HISTORIC DOCUMENTS

No documents to display

DISCLAIMER

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APPENDIX 5

SYE METER	RINGS- HOEKE	KOÖRDINATE STELSEL Lo 10° X		
		Y		X
	Konstante A 258 16 00	A	0,00	+3700000,00
		B	+ 15 385,80	+ 62 209,39
		C		
		D		
		E		
		F		
		G		
HJ	348,07 H 86 43 20	H	+ 14 419,28	+ 61 925,14
JK	370,05 J 270 12 50	J	+ 14 720,98	+ 62 098,75
KL	493,54 K 54 46 10	K	+ 14 535,21	+ 62 418,80
		L	+ 15 026,80	+ 62 374,94
LM	22,50 L 278 16 10	L	+ 15 026,87	+ 62 374,78
MN	66,56 M 88 27 20	M	+ 15 025,63	+ 62 397,25
NP	193,44 N 186 00 10	N	+ 15 092,16	+ 62 399,13
PQ	179,38 P 176 05 30	P	+ 15 283,89	+ 62 424,79
QR	151,00 Q 67 32 30	Q	+ 15 462,89	+ 62 436,41
RA	88,92 R 179 59 30	R	+ 15 414,37	+ 62 293,42
		R	+ 15 414,35	+ 62 293,58
	Stel 7	Δ	+ 14 377,22	+ 65 509,37
	Helderberg	Δ	+ 10 986,97	+ 66 847,76

Komponente:

- Die figuur ABCDEFGHJKLR stel die Restant van Gedeelte 1 van die plaas No. 528 voor. Sien kaart No. 3271/1940 T.A. 1941/22-1064
- Die figuur RLMNPQ stel Gedeelte 3 van die plaas No. 529 voor. Sien kaart No. 8785/83 T.A. 1985- -7289

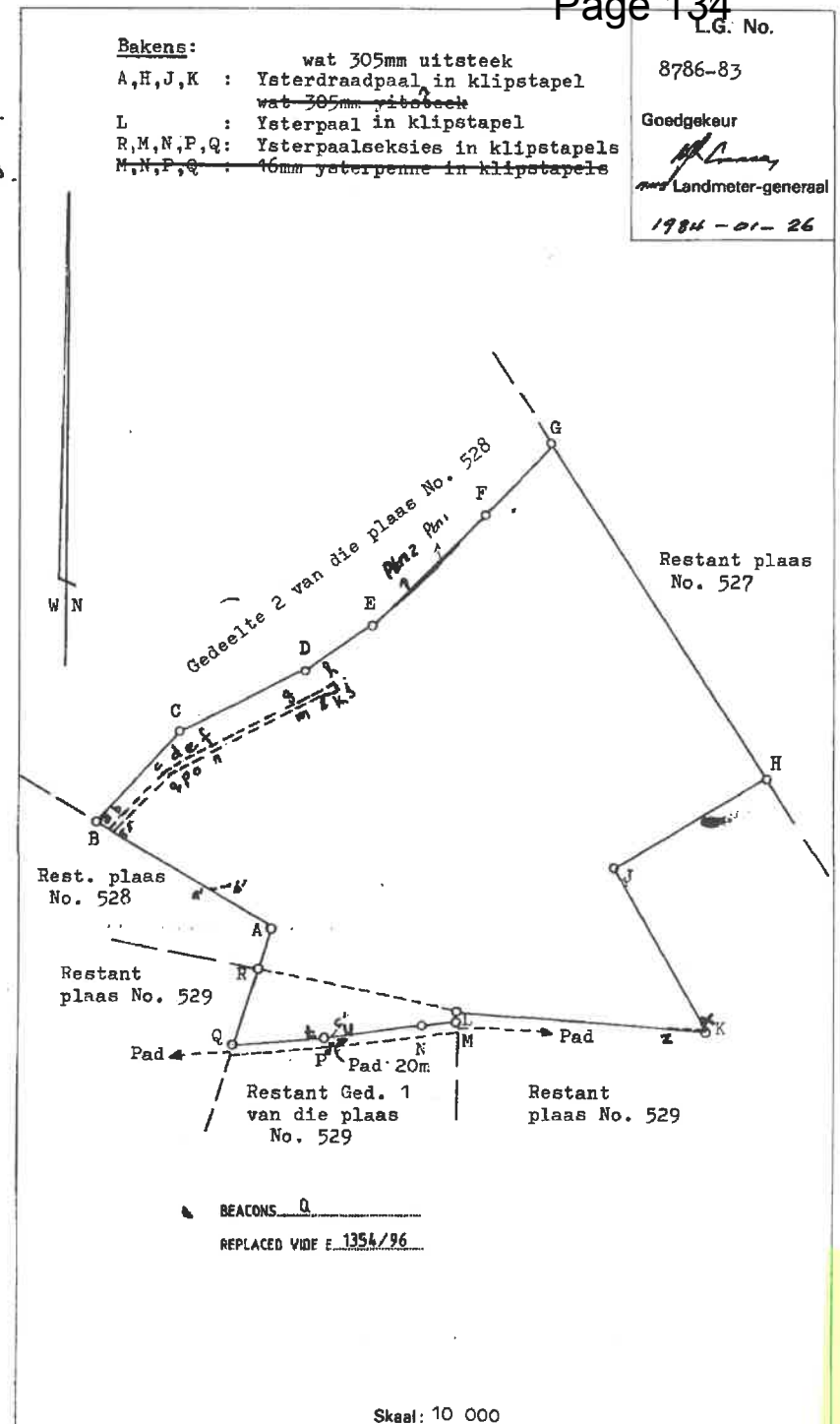
Die figuur A B C D E F G H J K L M N P Q R
stel voor 81,7271 hektaar grond, synde
PLAAS No. 1166 en bevat 1., 2. soos hierbo beskryf
geleë in die Munisipaliteit en Administratiewe Distrik
Stellenbosch Provinsie Kaap die Goeie Hoop.

Opgeëtel in Saamgestel in Oktober 1983
deur my,

Burger
Landmeter

Hierdie kaart is geheg aan Sert. Veren. Titel No. T.7290/1985 gedateer t.g.v. Registateur van Aktes	Die oorspronklike kaart is soos hierbo aangetoon. No. geheg aan Transport/Grondbrief No.	Lêer No. Stel. 1166 M.S. No. Saamgestel BH-8DCD (3785) Komp. Bakens H, J, K, L, R, A, en Grense GH, HJ, JK, KL LR, RA en AB gevestig. BA 051/1940
---	---	---

VIR ENDOSSAMENTE RA 051/1940



APPENDIX 6

Annalene De Beer

From: Dome Sonnekus <domesonnekus@gmail.com>
Sent: Tuesday, 29 September 2020 10:22
To: Annalene De Beer; Aldridge Frazenburg
Subject: [EX] Mountain Breeze Karavaan Park

Goeie môre Annalene en Aldridge

Ek het jul inligting by Rikus Badenhorst gekry,

Ek glo dat my e-pos wat ek vir hom gestuur het en sy antwoord terug aan my, waarin jul in gesluit is, sal kan help om vir my te help met die nodige inligting.

Ek sal baie graag wil voortgaan met 'n tydelike kontrak indien moontlik, of dalk met die nuwe Bestuur van die park wil saam werk ivm die toekoms van die permanente inwoners.

Ek het baie ondervinding in Gastehuse en Safari Lodges, bestuur asook die finansiele funksies.

Die ander inwoners maak om een of ander rede staat op my, om 'n antwoord/gerus te stel, aan hul te verskaf.

Byvoorbaat dank
Domé Sonnekus
0845181951

APPENDIX 7

Annalene De Beer

From: Rikus Badenhorst
Sent: Tuesday, 29 September 2020 10:01
To: domesonnekus@gmail.com
Cc: Annalene De Beer; Aldridge Frazenburg
Subject: FW: [EX] Mountain Breeze Karavaan Park

Dag Me Sonnekus

Die Direkoraat wat met eiendoms verhuring deel is Corp & Strategic Services, Dir Annalene De Beer – sy sal meer lig kan werp, ek sluit haar en Raadslid Frazenburg in (Rdsl Frazenburg is die Burgemeesters Komitee Lid van die afdeling)



Kind regards, Vriendelike Groete

Cllr. Rikus Badenhorst

Councillor: Ward 21

Mayco Member: Community & Protection Services

T: +27 21 808 8350 Ward Office

T: +27 21 808 8012 Mayco Office C:

+27 82 654 1048

Email:

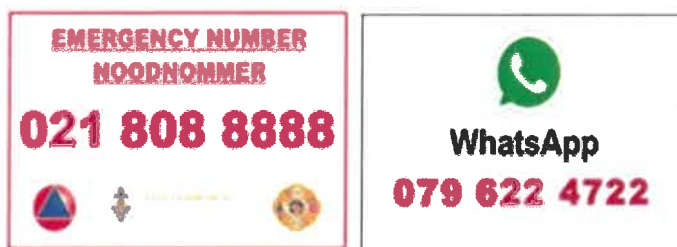
Rikus.Badenhorst@stellenbosch.gov.za

Plein Street, Stellenbosch, 7600

www.stellenbosch.gov.za



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http://www.stellenbosch.gov.za/main_pages/disclaimerpage.htm



From: Dome Sonnekus [mailto:domesonnekus@gmail.com]
Sent: Tuesday, 29 September 2020 09:13
To: Rikus Badenhorst
Subject: [EX] Mountain Breeze Karavaan Park

Goeie môre Rikus

Ek het geen idee met wie moet ek kontak maak nie, maar hoop dat jy my kan leiding gee.

Dit is ivm die voortbestaan van Mountain Breeze Karavaan Park.

Die dame wat nou die kontrak het, het vir die 9 permanente inwoners, op 1 Augustus 2020 kennis gegee dat haar kontrak op 28 Feb 2021 klaar maak en ons moet ons huise afbreek en die perseel ontruim.

Ek het verskeie kere by haar (mev Visser) probeer uitvind wat gaan gebeur, maar sonder sukses.

Daar is van ons wat al 22 jaar plus daar woon en geniet die Bos baie. My eie huis het ek al 18 jaar.

Ons wil baie graag weet of daar al 'n tender uit is en/of 'n tender reeds aan iemand toegestaan is.

Ek is ook bereid om die park op 'n tydelike verlengde kontrak te bestuur (miskien vir 5 jaar).

Almal van ons wat permanent daar woon is langtermyn inwoners en nie 'fly by night' mense nie, aangesien dit ons keuse is om daar te woon.

Ek hoor graan van jou.

Vriendelike groete
Domé Sonnekus
0845181951

APPENDIX 8

Annalene De Beer

From: Piet Smit
Sent: Tuesday, 12 January 2021 08:59
To: Annalene De Beer
Subject: FW: [EX] Mountain Breeze Karavaanpark
Attachments: Budget.xlsx; Mountain Breeze Karavaanpark.docx; FW: [EX] Mountain Breeze Karavaanpark; FW: [EX] Mountain Breeze Karavaanpark

Annalene,

Aangehegte korrespondensie het betrekking.

Soos jy weet verval die huurkontrak van die Mountain Breeze karavaanpark einde Maart, en het die agenda item wat die pad vorentoe moet bepaal, nog nie by die Raad gedien nie, niesteenstaande verskeie versoeke in die verband.

Kan ons asb dringend hierdie versoek bespreek. Alternatiewelik kan ek dit byvoeg by die bestaande agenda item, siodat die Raad een keer oor die saak kan besin.

Ek verwys ook na die versoek van die huidige huurder, waarin sy aansoek doen om die huur te verleng, wat in November aan jou gestuur is.

Ek verneem graag dringend van jou.

Piet

From: Dome Sonnekus [mailto:domesonnekus@gmail.com]
Sent: 12 January 2021 08:42 AM
To: Piet Smit; riaanbadendorst002@gmail.com
Subject: [EX] Mountain Breeze Karavaanpark

Goeie môre mnr Smit

Ek rig hierdie skrywe na aanleiding van verskeie gespreke met u ivm Mountain Breeze Karavaanpark.

Ilzamarie van Dreyer Prokureurs was reeds by u gedurende Oktober 2020 en Riaan Badenhorst het ook telefonies met u kontak gemaak.

Vind asb aangeheg 'n voorlegging asook 'n voorlopige begroting om maandelik die park te bestuur op 'n maand tot maand basis, totdat Die Raad, geleentheid het om te besluit wat die pad vorentoe gaan wees.

Laat weet asb indien nog inligting benodig word

Vriendelike groete
Domé Sonnekus
0845181951
ns. Die Permanente Inwoners van Mountain Breeze Karavaanpark

Wie dit mag aangaan

1. Onderwerp

Huur van afdelings 528A en 529CC: Mountain Breeze Woonwapark te Stellenbosch.

2. Agtergrond

2.1 Met die oorneem van die huidige Huur Ooreenkoms, deur Mnr en Mev Visser, op 1 April 1991, was die 9 permanente woonhuis reeds opgerig.

2.2 Die huise is opgerig in die vorige huur periode, Stellenbosch Woonwapark CC (Malan)

2.3 Soos u bewus is, eindig die kontrak met huidige huurder op die laaste dag van Maart 2021 en het (Mev J Visser) geen voorneme om die kontrak te verleng nie.

3. Doel van aansoek

3.1 Hiermee word aansoek gedoen om aan die Permanente Inwoners Bestuur, die geleentheid te gee om namens die 9 permanente inwoners van Mountain Breeze Woonwapark, die oord op n maand tot maand basis te bestuur, tot die Raad n besluit geneem het tov Mountain Breeze Woonwapark.

4. Rede

4.1 Dit is vir die permanente inwoners belangrik om n antwoord te kry tov hul verblyf in hul eie huise, aangesien die huidige kontrak houer dreig om die elektrisiteit te laat afskakel op die laaste dag van Maart 2021.

4.2 Indien die Permanente Inwoners Bestuur, toestemming van Die Raad kry, sal dit moontlik wees om huidige Eskom rekening oor te neem.

4.3 Die Permanente Inwoners Bestuur, bestaande uit permanente inwoners, onderneem om die Woonwapark oop te hou en om huidige personeel in diens te hou so vër moontlik.

4.4 Dit is noodsaaklik dat die park instand gehou word en sodoende te verhoed dat negatiewe elemente die huidige toestand van oord benadeel.

4.5 n Mondelikse onderneming vanaf woonwagklubs is gekry waarin hul bevestig het om die park weer in die toekoms te ondersteun.

4.6 Die Permanente Inwoners Bestuur het reeds n Bankrekening geopen waarin enige inkomste van 1 April 2021 wat vanuit Mountain Breeze Woonwapark gegenerereer, inbetaal sal word en dus die Bestuur instaat sal stel om die finansies van die park asook ander uitgawes te betaal.

5. Pleidooi

5.1 Die permanente inwoners voel sterk tov hul posisie hier by Mountain Breeze Woonwapark aangesien van die inwoners al **langer as 33 jaar** hier woonagtig is.

5.2 Die permanente inwoners het ook finansieële uitgawes aangegaan om hul wonings aan te koop en gereeld instand te hou.

5.3 Die permanente inwoners dien alreeds as 'n sekuriteit vir die oord dmv n sekuriteits whatsapp groep wat gebruik word om enige insident onmiddelik aan mekaar te rapporteer.

5.4 Die permanente inwoners bestaan ook 'n verskeidenheid van persone, nl. Blankes, Kleurlinge, pensioenarisse, gestremdes asook baie jong kinders en baba's.

5.5 Van die inwoners het geen ander heenkome nie.

APPENDIX 9

Annalene De Beer

From: Piet Smit
Sent: Friday, 05 February 2021 14:24
To: Annalene De Beer
Subject: FW: [EX] Re: FW: Item Karavaan park

Importance: High

Ter inligting,soos versoek.

Piet

From: mountainbreezeresort@adept.co.za [mailto:mountainbreezeresort@adept.co.za]
Sent: 05 February 2021 01:11 PM
To: Piet Smit
Subject: [EX] Re: FW: Item Karavaan park
Importance: High

D

Goeiedag Piet,

Ek vra om verskoning dat ek nou eers reageer - my internet het probleme gegee - gedink ek was gehack!

Jy moet onthou hierdie park kom al baie jare aan (tagtige jare) en ons het meeste van die huisies "ge erf" en die verblyf het net aangegaan.Ek aanvaar dat die vorige eienaar die nodige toestemming destyds van die Munisipaliteit ontvang het dat n sekere persentasie (10% +) van die persele wel deur langtermyn kampeerdere beset kan word.

My man het baie jare terug planne indien vir die een of twee wat bygekom het, maar ek vermoed dat Mnr D Malan destyds die planne sekerlik ook ingedien het.

Julle amptenare kom ook jaarliks by ons aan om die perseel na te gaan vir enige aanbouings ens.

Ek weet vir n feit dat die afgelope 12 jaar geen nuwe huisies oppgerig is nie.

Ons het altyd gese ons kwota is reeds vol, al wou baie persone daar kom bly!

Daar word 'n maandelikse "site levy" gehef ..soos vir kampeerdere, die huisies is die individuele persone se eiendom...dit is n redelike los ooreenkoms en daar was nie werklik ernstig klem geplaas op n huurkontrak nie.

My man het destyds - in 2008 , vir elkeen wat daar gewoon het, n Ooreenkoms opgetrek om te teken , maar die inwoners wou nie die ooreenkoms teken nie - behalwe een, howewel elkeen een ontvang het....en daarin is genoem dat die huurtermyn van die grond op 31 Maart 2021 tot n einde kom.

Daar het wel drie nuwe inwoners bygekom, na my man se dood (2009) wat n bestaande houtkonstruksie by die vorige inwoner(s)oorgeneem het (nie n niwe een gebou het nie) en met hulle is daar wel n Ooreenkoms opgetrek en die is geteken.

Ons ontvang geen dienste van die Munisipaliteit nie.

Ek betaal wel Eiendomsbelasting jaarliks, wat opbetaal is , asook Grondhuur, wat opbetaal is tot 31 Maart 2021.

Jy het self met die betrokke amptenaar by die Rekening afdeling die reëling getref dat ek slegs betaal tot 31 Maart 2021.

Niemand kon my tot dusver inlig wat werklik daarna gebeur nie.

Ek noem weereens - dit is n uiters moeilike situasie vir my, die huidige langtermyn inwoners, asook die personeel (sommige woon en werk al tussen 20-30 jaar daar) weens die onsekerhede wat tans heers.

Mountain Breeze Karavaanpark is steeds n besige "ongoing concern" en nie iets wat net in n oogwink toegemaak kan word nie. My gereelde kliente wil ook weet wat aangaan en wat die toekoms van die kamplek is.

Jul begrypende betokkenheid word waardeer.

Vriendelike groete,

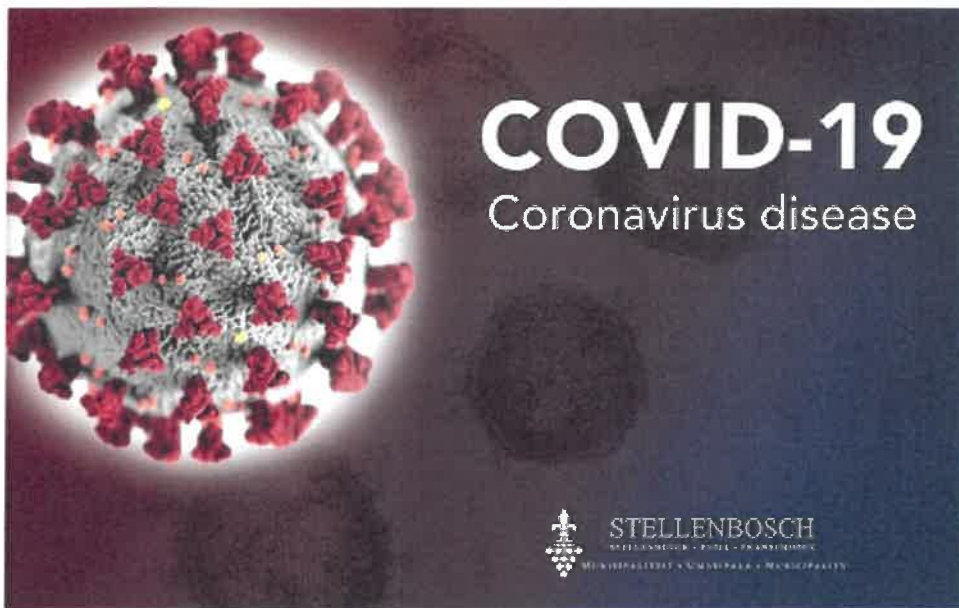
Jeanine Visser

On Tue, 2 Feb 2021 10:05:06 +0000, Piet Smit wrote:

Hi Jeanine,

Sien onderstaande navraag vanaf Annalene. Kan jy moontlik help met die beantwoording hiervan insoverre dit gaan oor die onderverhurings.

Piet



Visit the dedicated COVID-19 page on our municipal website for information on this disease:
<https://www.stellenbosch.gov.za/documents/general>

For official COVID-19 advice, updates and queries:

- National Hotline 0800 029 999
- Provincial Hotline 021 9284102
- WhatsApp 0600 123 456

Stay alert, stay updated and stay safe.



About Stellenbosch Municipality

Our mission is to deliver cost-effective services that will provide the most enabling environment for civil and corporate citizens.



Our head office is at Town House Complex, Plein Street, Stellenbosch, 7600, South Africa. For more information about Stellenbosch Municipality, please call +2721-808-8111, or visit www.stellenbosch.gov.za

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The information contained in this communication from piet.smit@stellenbosch.gov.za sent at 2021-02-02 12:05:41 is confidential and may be legally privileged. It is intended solely for use by mountainbreezeresort@adept.co.za and others authorized to receive it. If you are not mountainbreezeresort@adept.co.za you are hereby notified that any disclosure, copying, distribution or taking action in reliance of the contents of this information is strictly prohibited and may be unlawful.
 Powered by [IOCO](http://www.io.co)

From: Annalene De Beer

Sent: 02 February 2021 11:55 AM

To: Piet Smit; Andre Treurnich; Stiaan Carstens

Cc: Rikus Badenhorst; Aldridge Frazenburg; Anthony Barnes; Geraldine Mettler

Subject: Item Karavaan park

Importance: High

More Piet

1. Wie het toestemming gegee dat die huise in die karavaanpark opgerig kan word?
2. Is daar planning permission verkry?
3. Is daar huurkontrakte met die persone wat in die huise bly?
4. Kan ons ab die afskrifte van die ooreenkomste kry ingevolge waarvan die persone toegelaat is om die huise te bewoon?
5. Het die munisipaliteit toestemming gegee vir die onderverhuring gegee?
6. Betaal die karavaanpark vir dienste en is die rekening op datum insluitend huurrekening?

Die item moet weer voorgelê word aan Mayco so ek het die inligting dringend nodig asb.



Kind regards,

Annalene de Beer

Director: Corporate Services

T: +27 21 808 8018 | C: +27 83 305 3685

Email:

Annalene.deBeer@stellenbosch.gov.za

Plein Street, Stellenbosch, 7600

www.stellenbosch.gov.za



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APPENDIX 10

STIGTINGSVERKLARING 1996-01-11

voor voltooiing van die Beslote Korporasie. Moet in die oorspronklike taal of in Engels of Afrikaans op die keersy van bladsy 2. Voltooi bladsy 1 slegs in een taal.

Plak Inkomste- en Plaas-inkomstefranke hier

100 1995-12

REGISTRASIENOMMER VAN KORPORASIE CK 96 02627/23

REGISTRAR OF COMPANIES AND OF CLOSE CORPORATIONS

Num No CK 1996/002627/23
tjg. van 2000 van Louisa + Lu. Pleas

Volle naam van korporasie Mountain Breeze Karavaanpark Bt

Letterlike vertaling van naam (indien van toepassing)

Verkorte vorm van naam (indien van toepassing) Mountain Breeze

Beskrywing van vernaamste besigheid Bedryf van Karavaanpark

Datum van einde van boekjaar 28 Februarie Aantal lede 2
Totale ledebydrae R 100.00

Posadres Postbus 367 Stellenbosch, 7599

Adres van geregistreerde kantoor (nie posbus nie) 7de Vloer, Saabelgebou, Ou Paardweg 2, Bellville, 7530

Naam en posadres van rekeningkundige beampte Cooper hybrid, posbus 168 Bellville, 7535

Reg skriftelike toestemming tot aanstelling aan

Volle naam van erkende profesie van rekeningkundige beampte Gedtraeete Rekenmeester (SA)
Lid/praktyknr 906654

SERTIFIKAAT VAN INLYWING

Die stigtingsverklaring is geregistreer en die korporasie is ingelyf op 22 Januarie 1996

Bogenoemde korporasie is omskep van maatskappy:

(Reg No)

REGISTRATEUR VAN BESLOTE KORPORASIES DATUM 1996-1-22

Daatverwerking
Klassifikasie
Opengem
Paraaf en datum

WET OP BESLOTE KORPORASIES 1996

Artikels 12, 13, 14, 24, 27, 29, 47 en 50
Regulasies 2, 5 en 17

STIGTINGSVERKLARING

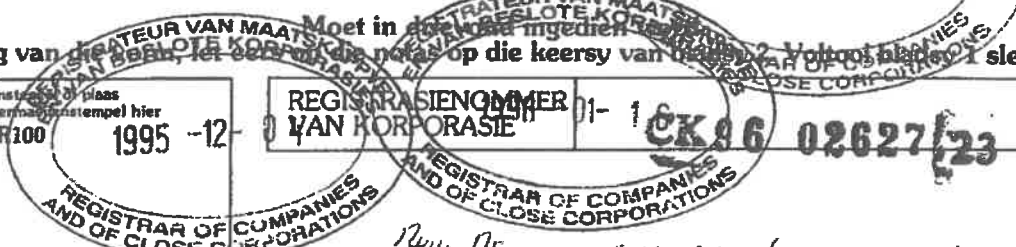
1996-01-11

Voor voltooiing van die stigtingsverklaring moet in die registrasie van die korporasie gebruik word. Voltooiingsbladsy 1 slegs in een taal.

Plak inkomste- of plaas
inkomstefrankeermasinstempel hier

R100 1995 -12-

REGISTRASIENOMMER
VAN KORPORASIE 01- 1 CK 96 02627/23



Num No CK 1996/002627/23
14/9 konsensus van 3 Okt 2007 van Lourens & Luf.

Volle naam van korporasie ... Mountain Breeze Karavaanpark Dk

Letterlike vertaling van naam (indien van toepassing)

Verkorte vorm van naam (indien van toepassing) ... Mountain Breeze

Beskrywing van vernaamste besigheid ... Bedryf van Karavaanpark

Datum van einde van boekjaar 28 Februarie Aantal lede 2
Totale ledebydrae R 100.00

Posadres ... Postbus 347
Stellenbosch, 7599

Adres van geregistreerde kantoor (nie posbus nie) ... 7de Vloer, Sanbelgebou, Ou Paardweg 2,
Bellville, 7530

Naam en posadres van rekeningkundige beampte ... Coopers & Lybrand, Posbus 168,
Bellville, 7535

Heg skriftelike toestemming tot aanstelling aan
Volle naam van erkende professionele beampte Geledeerde Rekenmeester (S)
Lid/praktyknr 906654

SERTIFIKAAT VAN INLYWING

Die stigtingsverklaring is geregistreer en die korporasie is ingelyf op

22 Januarie 1996

Bogenoemde korporasie is omskep van maatskappy:
(Reg No)

Stienman
REGISTRATEUR VAN BESLOTE KORPORASIES

DATUM 1996-1-22

Dataverwerking
Klassifikasie
Opgeneem
Perseel en datum

NAAM VAN KORPORASIE / NAME OF CORPORATION Mountain Breeze Karavaanpark bk

REGISTRASIENOMMER / REGISTRATION NUMBER **CK96 02627**

LEDE / MEMBERS

Ek/Ons* die lid/lede* wie se naam/name* op hierdie stigtingsverklaring aangeteken is, bevestig deur my/ons* handtekening(e)* / die handtekening(e)* van my/ons* gevolmagtigde(s)* hier toe dat die besonderhede hierin vervat, korrek is en versoek die inlywing van die korporasie (volmag aangeheg indien van toepassing).
 *Skrap wat nie van toepassing is nie.

I/We* the member(s)* whose name(s)* is/are* recorded on this founding statement, confirm by my/our* signature(s)* / the signature(s)* of my/our* proxy(ies)* hereto that the particulars stated herein are correct and request the registration of the corporation (power of attorney attached if applicable).
 *Delete which is not applicable.

VIR SLEUTEL TOT BESONDERHEDE, KYK NOTA 6 OP KEERSY VAN BLADSY 2
 FOR KEY TO PARTICULARS SEE NOTE 6 ON REVERSE SIDE OF PAGE 2

1	(a)	Wisser												
	(b)	Rudolph Philippus												
2	(i)	4	4	0	9	2	8	5	0	7	7	0	8	6
2	(ii)	3		50%										
4		R 50.00		kantant										
5		Draaibaan 11, Dalsig Stellenbosch, 7600												
6		Posbus 367 Stellenbosch, 7599												
7		8		13.11.95										

1	(a)	Wisser											
	(b)	Jeanine Cecile											
2	(i)	5	2	0	7	1	6	0	0	6	3	0	0
2	(ii)	3		50%									
4		R 50.00		kantant									
5		Draaibaan 11 Dalsig Stellenbosch, 7600											
6		Posbus 367 Stellenbosch, 7599											
7		8		13.11.95									

1	(a)												
	(b)												
2	(i)												
2	(ii)	3		%									
4		R											
5													
6													
7		8											

1	(a)												
	(b)												
2	(i)												
2	(ii)	3											
4		R											
5													
6													
7		8											

Certificate issued by the Registrar of Companies & Close Corporations on Friday, March 25, 2011 04:16
Certificate of Amended Founding Statement



COMPANIES AND INTELLECTUAL
PROPERTY REGISTRATION OFFICE

a member of the dti group

Registration number	1996 / 002627 / 23
Enterprise Name	MOUNTAIN BREEZE KARAVANPARK
Enterprise Shortened Name	None provided.
Enterprise Translated Name	None provided.
Registration Date	22/01/1996
Business Start Date	22/01/1996
Enterprise Type	Close Corporation
Enterprise Status	In Business
Financial year end	February
Number of members	3
Aggregate members' contribution	R 100.00
Description of Principal Business	BEDRYF VAN KARAVANPARK
Postal address	POSBUS 367 STELLENBOSCH 7599
Address of registered office	7DE VLOER SANBELGEBOU OU PAARLWEG 2 BELLVILLE ILLE



COMPANIES AND INTELLECTUAL PROPERTY REGISTRATION OFFICE:

Registrar of Companies & Close Corporations

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 184 3384, Website www.cipro.co.za, WAP www.cipro.co.za/mob5e

2011-04-11



COMPANIES AND INTELLECTUAL
PROPERTY REGISTRATION OFFICE

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Date: 25/03/2011

Our Reference: 19722805

LDP SECRETARIAL & ADMINISTRATIVE SERVICES
Docex: 39 STELLENBOSCH
P O BOX 920
STELLENBOSCH
7599

RE: Application to Amend Close Corporation
Close Corporation Number: 1996/002627/23
Close Corporation Name: MOUNTAIN BREEZE KARAVANPARK

We have received a CK2 from you dated 02/03/2011.

Yours truly

Registrar of Close Corporations

DME



COMPANIES AND INTELLECTUAL PROPERTY REGISTRATION OFFICE:

Registrar of Companies & Close Corporations

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256. PRETORIA.

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COMPANIES AND INTELLECTUAL
PROPERTY REGISTRATION OFFICE

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Change Summary for 1996/002627/23 as a result of the lodging of document number 19722805.

Member Change on 15/03/2011.

Add Record

Surname/Instit : = VISSER

First Names : = RUDOLPH PHILIPPUS

Status : = Resigned



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Registration number

Enterprise Name

Accounting Officer

Name

Postal Address

Profession

Membership/Practice No

Active Members

Surname and first names	ID number or date of birth	Contrib. (R)	Interest (%)	Appoint-ment date	Addresses
VISSER, JEANNE-MARIE	8205170130880	16.67	16.67	15/03/2011	Postal: DRAAILAAN 11, DALSIG, STELLENBOSCH, 7600 Residential: DRAAILAAN 11, DALSIG, STELLENBOSCH, 7600
LA-COCK, RUNINE CECILE	7812270031082	16.66	16.66	25/03/2011	Postal: 402 FOREST CROWNE RISE, KIMBERLEY, BC V1A OA5, CANADA, 0000 Residential: 402 FOREST CROWNE RISE, KIMBERLEY, BC V1A OA5, CANADA, 0000
VISSER, JEANINE CECILE	5207160063000	66.67	66.67	22/01/1996	Postal: POSBUS 367, STELLENBOSCH, 7599 Residential: DRAAILAAN 11, DALSIG, STELLENBOSCH, 7600

Change Summary for 1996/002627/23 as a result of the lodging of document number 19722805.

Principle Business Change on 15/03/2011.

6

Change of Financial Year End on 15/03/2011.

2

Member Change on 15/03/2011.

Add Record

Surname/Insttit : = VISSER

First Names : = JEANINE CECILE

Status : = Active

Member Change on 15/03/2011.

Add Record

Surname/Insttit : = LA-COCK

First Names : = RUNINE CECILE

Status : = Active

Member Change on 15/03/2011.

Add Record

Surname/Insttit : = VISSER

First Names : = JEANNE-MARIE

Status : = Active



COMPANIES AND INTELLECTUAL PROPERTY REGISTRATION OFFICE:

Registrar of Companies & Close Corporations

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 184 3384, Website www.cipro.co.za, WAP www.cipro.co.za/mobile

**Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Wednesday, December 16, 2020 at 18:21**



**Companies and Intellectual
Property Commission**
a member of the dti group

Registration Number: 1996 / 002627 / 23
Enterprise Name: MOUNTAIN BREEZE KARAVANPARK

CHANGE SUMMARY

23/01/2015 SMS Notification that Annual Return is due was sent on 23/01/2015.
E-Mail send to RUNINE CECILE LA-COCK for 2015

22/01/1996 Registration of CC/CO on 22/01/1996.

09/01/2019 Email Notification that Annual Return is due was sent on 09/01/2019.
E-Mail sent to RUNINE CECILE LA-COCK for 2019

05/01/2020 Email Notification that Annual Return is due was sent on 05/01/2020.
E-Mail sent to RUNINE CECILE LA-COCK for 2020

24/01/2014 SMS Notification that Annual Return is due was sent on 24/01/2014.
E-Mail send to RUNINE CECILE LA-COCK for 2014

01/01/2016 SMS Notification that Annual Return is due was sent on 01/01/2016.
E-Mail send to RUNINE CECILE LA-COCK for 2016

02/01/2017 Email Notification that Annual Return is due was sent on 02/01/2017.
E-Mail sent to RUNINE CECILE LA-COCK for 2017

02/01/2018 Email Notification that Annual Return is due was sent on 02/01/2018.
E-Mail sent to RUNINE CECILE LA-COCK for 2018

25/03/2011 Change of Financial Year End on 15/03/2011.
2

25/03/2011 Member Change on 15/03/2011.
Add Record
Surname/Insti : = VISSER
First Names : = JEANNE-MARIE
Status : = Active

25/03/2011 Member Change on 15/03/2011.
Add Record
Surname/Insti : = VISSER
First Names : = JEANINE CECILE
Status : = Active

25/03/2011 Member Change on 15/03/2011.
Add Record
Surname/Insti : = VISSER
First Names : = RUDOLPH PHILIPPUS
Status : = Resigned

25/03/2011 Principle Business Change on 15/03/2011.
6

25/03/2011 Member Change on 15/03/2011.
Add Record
Surname/Insti : = LA-COCK
First Names : = RUNINE CECILE
Status : = Active

25/03/2011 Postal Address Change on 15/03/2011.
POSBUS 367
STELLENBOSCH

7599

25/03/2011 Registered Address Change on 15/03/2011.
7DE VLOER
SANBELGEOU
OU PAARLWEG 2
BELLVILLE
ILLE

Page 2 of 3

Physical Address
the dti Campus - Block F
77 Meinijes Street
Sunnyside 0001

Postal Address: Companies
P O Box 429
Pretoria
0001

Docex: 256
Web: www.cipc.co.za
Contact Centre: 086 100 2472 (CIPC)
Contact Centre (International): +27 12 394 9573



Certificate issued by the Commissioner of Companies & Intellectual Property Commission on Wednesday, December 16, 2020 at 18:21



Companies and Intellectual Property Commission

a member of the *dti* group

Disclosure Certificate: Companies and Close Corporations

Registration Number: 1996 / 002627 / 23
Enterprise Name: MOUNTAIN BREEZE KARAVANPARK

ENTERPRISE INFORMATION

Registration Number: 1996 / 002627 / 23
Enterprise Name: MOUNTAIN BREEZE KARAVANPARK
Registration Date: 22/01/1996
Business Start Date: 22/01/1996
Enterprise Type: Close Corporation
Enterprise Status: In Business
Compliance Notice Status: NONE
Financial Year End: February
TAX Number: 9201539021
Addresses: **POSTAL ADDRESS**

P O BOX 920
STELLENBOSCH

7599

ADDRESS OF REGISTERED OFFICE

DE WATERKANT BUILDING
HELDERBERG STREET
STELLENBOSCH

7600

ACTIVE MEMBERS / DIRECTORS

Surname and First Names	Type	ID Number / Date of Birth	Contrib. (R)	Interest (%)	Appoint. Date	Address
LA-COCK, RUNINE CECILE	Member		16.66	16.66	25/03/2011	Postal: 402 FOREST CROWNE RISE, KIMBERLEY, BC V1A 0A5, CANADA, 0000 Residential: 402 FOREST CROWNE RISE, KIMBERLEY, BC V1A 0A5, CANADA, 0000
VISSER, JEANNE-MARIE	Member		16.67	16.67	15/03/2011	Postal: DRAAILAAN 11, DALSIG, STELLENBOSCH, 7600 Residential: DRAAILAAN 11, DALSIG, STELLENBOSCH, 7600
VISSER, JEANINE CECILE	Member		66.67	66.67	22/01/1996	Postal: POSBUS 367, STELLENBOSCH, 7599 Residential: DRAAILAAN 11, DALSIG, STELLENBOSCH, 7600

AUDITOR DETAILS

Auditor Name	Type	Status	Appointment Date	Resignation Date	Email Address
LOUBSER DU PLESSIS INCORPORATED	ACC	Current		ACTIVE	SEK@LDP.CO.ZA

Profession Number: 944270



**Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Wednesday, December 16, 2020 at 18:21**



**Companies and Intellectual
Property Commission**
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Disclosure Certificate: Companies and Close Corporations

Registration Number: 1996 / 002627 / 23
Enterprise Name: MOUNTAIN BREEZE KARAVANPARK

25/03/2011 Accounting Officer Change on 15/03/2011.
Add Record
Name : = LOUBSER DU PLESSIS INCORPORATED
Status : = Current

27/01/2014 Annual Return completed on 27/01/2014.
Company / Close Corporation AR Filing - Web Services : Ref No. : 51854090

17/01/2019 Annual Return completed on 17/01/2019.
Company / Close Corporation AR Filing - Web Services : Ref No. : 5159191969

28/01/2020 Annual Return completed on 28/01/2020.
Company / Close Corporation AR Filing - Web Services : Ref No. : 5223954767

23/01/2015 Annual Return completed on 23/01/2015.
Company / Close Corporation AR Filing - Web Services : Ref No. : 523840530

14/01/2016 Annual Return completed on 14/01/2016.
Company / Close Corporation AR Filing - Web Services : Ref No. : 531656865

20/02/2017 Annual Return completed on 20/02/2017.
Company / Close Corporation AR Filing - Web Services : Ref No. : 563993869

18/01/2018 Annual Return completed on 18/01/2018.
Company / Close Corporation AR Filing - Web Services : Ref No. : 599801650



CK2A

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Certificate of Amended Founding Statement



COMPANIES AND INTELLECTUAL
 PROPERTY REGISTRATION OFFICE

a member of the dti group

Registration number	1996 / 002627 / 23
Enterprise Name	MOUNTAIN BREEZE KARAVANPARK
Enterprise Shortened Name	None provided.
Enterprise Translated Name	None provided.
Registration Date	22/01/1996
Business Start Date	22/01/1996
Enterprise Type	Close Corporation
Enterprise Status	In Business
Financial year end	February
Number of members	3
Aggregate members' contribution	R 100.00
Description of Principal Business	BEDRYF VAN KARAVANPARK
Postal address	P O BOX 920 STELLENBOSCH 7600
Address of registered office	DE WATERKANT BUILDING HELDERBERG STREET STELLENBOSCH 7600



7.3	FINANCIAL SERVICES: (PC: CLLR P CRAWLEY (MS))
-----	--

NONE

7.4	HUMAN SETTLEMENTS: (PC: CLLR N JINDELA)
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NONE

7.5	INFRASTRUCTURE SERVICES: (PC: CLLR Q SMIT)
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7.5.1	NEW WASTE MATERIAL RECOVERY FACILITY
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Collaborator No: 702616
 IDP KPA Ref No: Good Governance and Compliance
 Meeting Date: 24 March 2021

1. SUBJECT: NEW WASTE MATERIAL RECOVERY FACILITY

2. PURPOSE

To note that the construction of our new waste Material Recovery Facility (MRF) has now been completed.

3. DELEGATED AUTHORITY

Municipal Council, however the Mayor may request the Portfolio Committee to render assistance in terms of Section 80 of the Local Government Municipal Structures Act, Act 117 of 1998, as amended.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality has completed the construction of its new MRF. This facility will allow the municipality to expand on its waste minimization initiatives, divert waste away from landfill and maximize the landfill lifespan.

The facility also includes a public drop off which will allow residents to bring all waste to be disposed of. This will assist in combating illegal dumping giving residents a responsible option of disposing their waste.

5. RECOMMENDATIONS

- (a) that the completion of the Material Recovery Facility (MRF) be noted;
- (b) that a formal opening ceremony be arranged; and

- (c) that communication be sent to the public informing them of the Material Recovery Facility (MRF) and the public drop-off.

6. DISCUSSION / CONTENTS

6.1 Background

Inadequate landfill airspace has become a huge problem throughout South Africa. Stellenbosch Municipality is not immune to this problem as the town's population increases adding to the demand of a basic waste removal service.

In amidst all of this, Stellenbosch Municipality operates one landfill which has over time filled up and has resulted in waste being transported to Vissershok in Cape Town for disposal. The Municipality is currently in the planning phase to develop the last remaining portion of land in Devon Valley for landfilling. This new cell will be able to provide the municipality anything from 5 to 30 years of landfill airspace depending on how the residents of Stellenbosch minimize their waste.

To this end, the municipality has started with a recycling pilot program almost 10 years ago which entailed a door-to-door collecting of recyclable waste in clear bags and taking it to a facility in Kraaifontein, Cape Town. This pilot then evolved with the creation of a mini-MRF off Adam Tas Road that was able to handle 100 ton/ month. The collection areas also over time increased but did not include all areas of the WC 024.

The Municipality has now constructed a new waste Material Recovery Facility to the value of R29 million. This facility will have the capacity to handle 450 tons/ month with equipment such as:

- A bag breaker;
- 30 metre sorting conveyor belt, which will allow for 36 sorters;
- 2x waste bailers; and
- Weighbridge.

With these capabilities the Municipality will be able to grow its waste minimization efforts and move from a pilot to formal recyclable program targeting all areas of the WC 024. This facility will make it easier to rollout initiatives such as swap shops and buy back centers.

The MRF will also include a public waste drop off which will provide a facility for residents to bring all waste, recyclables and unwanted goods. This will help in combating illegal dumping which has been plaguing the Municipality in recent months. Vehicles with the capacity of 1.3 tons and below will be able to dispose of their waste free of charge. This will also provide residents with a responsible disposal option.

6.3 Financial Implications

Operational budget needs to be adjusted to make provision for the operation of the MRF

6.4 Legal Implications

Complies with all legal requirements in terms of legislation

6.5 Staff Implications

Staff budget for waste awareness and education needs to be funded.

6.6 Previous / Relevant Council Resolutions:

None

6.7 Risk implications

None

RECOMMENDATIONS FROM INFRASTRUCTURE SERVICES COMMITTEE MEETING TO THE EXECUTIVE MAYOR: 2021-03-04: ITEM 5.1.4

- (a) that the completion of the Material Recovery Facility (MRF) be noted;
- (b) that a formal opening ceremony be arranged for Thursday, 25 March 2021 at 10h00 on the premises of the Material Recovery Facility, Devonvalley; and
- (c) that communication be sent to the public informing them of the Material Recovery Facility (MRF) and the public drop-off.

FOR FURTHER DETAILS CONTACT:

NAME	Deon Louw
POSITION	DIRECTOR: INFRASTRUCTURE SERVICES
DIRECTORATE	INFRASTRUCTURE SERVICES
CONTACT NUMBERS	021 -808 8213
E-MAIL ADDRESS	Deon.louw@stellenbosch.gov.za
REPORT DATE	4 February 2021

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

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

7.8	RURAL MANAGEMENT: (PC: CLLR S PETERS)
------------	--

NONE

7.9	YOUTH, SPORT AND CULTURE: (PC: J FASSER)
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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.	URGENT MATTERS
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10.	MATTERS TO BE CONSIDERED IN-COMMITTEE
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SEE PINK DODUMENTATION